

**Housing & Economic
Development Committee Meeting**
Tuesday, September 15, 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. 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 live either in person or via Zoom, 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 vote to approve meeting Minutes from the July 21, 2026, meeting.

- a. See attached draft Meeting Minutes from July 21, 2026

2. Review and vote to recommend to the City Council approval for an additional funding request from the Jill C. Duson Housing Trust Fund regarding Lambert Woods North; public comment invited - Mary Davis, Housing and Community Development Director, and Heidi McCarthy, Housing Program Manager. Pursuant to 1 M.R.S.A. 405(6)(C) and 5 M.R.S.A. 13119-A, the Committee may go into executive session to discuss the request.

This action item introduces a request for a loan from the Jill C. Duson Housing Trust Fund to support Lambert Woods North, a 72-unit affordable housing development located at 622 Auburn Street/2274 Washington Avenue. The requested funding addresses a critical budget gap resulting from federal energy tax credit adjustments and essential project design changes required by MaineHousing. The Housing and Economic Development Committee previously reviewed and approved an initial \$360,000 funding request for this project in Oct 2025. Public comment will be taken prior to formal Committee action on the staff recommendation to approve partial funding in the amount of \$375,000.

- a. See attached Memorandum
- b. See attached Preservation of Affordable Housing (POAH) memo dated June 16, 2026

3. Review and vote to recommend to the City Council approval of a proposed amendment to the Portland Housing Authority (PHA) Cumberland Housing

Affordable Housing Tax Increment Financing (AHTIF) District; public comment invited - Heidi McCarthy, Housing Program Manager

This action item introduces a request from the Portland Housing Development Corporation for amendments to the Cumberland and Boyd Housing AHTIF District. This item directly aligns with the City Council Goal to "Accelerate Housing Production and Strengthen Affordability Protections" by helping secure 81 designated affordable homes. Public comment will be taken prior to formal Committee action. There is no additional fiscal impact to the City, and the established 30-year term remains unchanged.

- a. See attached Memorandum
- b. See attached Cumberland Housing amended Credit Enhancement Agreement
- c. See attached Housing amended Declaration of Covenants
- d. See attached Cumberland Housing amended Development Program
- e. See attached Housing amended Narrative

4. Review and vote to recommend to the City Council approval of the CDBG Priority Setting Task Force Final Report; public comment invited - Mary Davis, Housing and Community Development Director and Laken Chapin , CDBG Program Manager

This action item requests that the HEDC review the proposed revisions to the City of Portland's Community Development Block Grant (CDBG) Program's Community Development Needs, Goals, & Priorities and the Allocation Process. The proposed changes, developed by the CDBG Priority Setting Taskforce, serve as a guiding framework for the 2027-2031 HUD 5-Year Consolidated Plan required to secure Federal funding for community needs, infrastructure, and affordable housing. Public comment will be taken prior to formal Committee action to recommend adopting the Task Force recommendations and policy needs. If approved, these updates will guide the allocation of community funding, which in fiscal year 2026 totaled over \$2.7 million across CDBG, HOME, and ESG grants.

- a. See attached Memorandum
- b. See attached Proposed Needs-Goals-Priorities Table
- c. See attached Proposed Scoring Rubric
- d. See attached CDBG Priority Setting Taskforce Final Report

5. Discussion and provide guidance to staff regarding an Entertainment Venue Licensing and Entertainment Sector Benefit Agreement Ordinance - Michael Goldman, Corporation Counsel

Order 107-25/26 passed by the City Council on January 5, 2026, requires entertainment sector benefit agreements for large capacity venues. That ordinance requires the City Council to adopt another ordinance establishing an entertainment sector trust fund. Staff are seeking the Committee's preliminary guidance on the content of the entertainment sector trust fund ordinance.

- a. See attached Ordinance for Reference
- b. See attached Memorandum from Councilor Michniewicz

6. Second workshop regarding policies to improve public support for the arts; no formal action will be taken - Dena Libner, Assistant City Manager

This discussion-only item provides an overview of how the City currently supports the creative economy through direct funding, public art initiatives, and grants, alongside comparative municipal models to contextualize future policy discussions. This item directly advances the City Council's 2026 Common Goal to "Strengthen Economic Vitality and Support Local Businesses" by considering policies to enhance public support for the arts. The Housing & Economic Development Committee previously reviewed this topic on July 21, 2026.

- a. See attached Memorandum
- b. See Attachment A - Celebrating Community: A Culture Plan for Portland, Maine (1998, Creative Portland)
- c. See Attachment B - Culture Plan Update of 2018: A Living Plan (2018, Creative Portland)

Next Meeting Date: October 6, 2026

MINUTES
HOUSING AND ECONOMIC DEVELOPMENT COMMITTEE
Date: July 21, 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/8215/media>

These minutes provide a record of those in attendance, general discussions that took place and motions made.

Attendance:

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

Staff: Dena Libner, Assistant City Manager, Amy McNally, Associate Corporation Counsel, Jessica Quattropani, Permitting and Inspections Director, Mary Davis, Housing and Community Development Division Director, Heidi McCarthy, Housing Program Manager, Lori Paulette, Principal Administrative Officer, Nancy Martin, Business Programs Manager

A G E N D A

1. **Review and vote to approve meeting Minutes from the June 30, 2026, meeting.**

Motion to approve: Councilor Sykes

Second: Councilor Michniewicz

Passed 4-0

2. **Communication: Quarter 2 (4/1/2026 - 6/30/2026) Rent Control Report - Jessica Quattropani, Permitting and Inspections Department Director**

Director Quattropani presented a summary of the Rent Control Report for Quarter 2 and answered questions from councilors.

Are we auditing newer buildings? Random audits are given for new and old properties which haven't been audited within the past year.

What is a partially registered unit and how long does it take to resolve, and are those units occupied? Partially registered means that they have either paid or turned in registration documents, but not both. They may have 30 days to pay, the units are likely occupied.

Clarification on unfounded complaints: Not a violation of ordinance, but may be violation of state law. All get referred to Pine Tree Legal. A request was made to change the name.

3. **Discussion: Amendments to Rent Control Ordinance to Strengthen Enforcement – Councilor Pious Ali, Chair**

Councilor Ali provided background on the purpose of this item. Corporation Counsel's memo has highlighted some legal challenges and stated that it would be helpful to clarify portions of the ordinance to mitigate legal challenges in the future.

Committee members discussed the changes and expressed support for clarifying the definitions and timeline for paying back residents.

A Councilor expressed concern about creating loopholes with the changes. The Committee discussed next steps which could include passing straightforward changes and allowing for more substantial changes as well. In addition to those presented tonight, there may be other changes the Committee wishes to make, including strengthening eviction prevention, increasing record keeping, and providing complete information to the Rent Board. The Committee requested a red-lined version of the ordinance to include previous suggestions by staff, and the process should be done through the Committee process of reviewing a red-lined version, targeting September, then potentially inviting stakeholders to comment.

4. **Discussion: Consider policy to enhance public support for the arts – Councilor Pious Ali, Chair**

Ms. Libner noted there was no memo or backup for this item as staff is seeking Committee guidance about policy action and what public support looks like. After that guidance is given, Corporation Counsel and staff can flesh this out, including what other municipalities the size of Portland might offer.

Councilor Sykes noted that perhaps a new Cultural Plan is overdue. This should occur but not sure if HEDC is the appropriate venue for that project. Past cultural plans may help provide a framework for discussion purposes, including arts that are new and their needs today.

Chair Councilor Ali noted the Federal Government is cutting back on art-related funding, and the Committee could discuss potential new resources for the arts outside of the box or improve known resources.

Councilor Michniewicz noted the entertainment fund with the new ordinance would tie into support for the arts. She also noted that it would be helpful if staff could draft a memo that highlights how we currently support the arts and where the gaps may be – this would be helpful to start the

discussion. She would like to be able to support galleries, music venues, and the like.

Ms. Libner said that staff could start to flesh out past plans, what is currently being done, what could be done – i.e., entertainment fund, and provide that for further discussion for policy action ideas from the Committee.

5. **Public Comment: Review and possible recommendation to the City Council amendments to the City's Tax Increment Financing Policy – Mary Davis, Housing and Community Development Director, Heidi McCarthy, Housing Program Manager**

Ms. McCarthy provided an overview of suggested amendments, including changes to the underwriting process for Affordable Housing (AH) TIF projects, and clarifying definitions. She noted that as part of Qualified Allocation Plan (QAP) process by the Maine State Housing Authority (MSHA) for distribution of Low-Income Housing Tax Credits (LIHTC), the proposed amendments would help to streamline Portland's process. She then described the rationale for the amendments, which could save both time and money for the developers by using inhouse underwriting for those projects going through the QAP process.

There was clarification about whether taking a vote at this meeting was needed, and staff noted that it would not hold up projects if there was no vote today.

The Committee discussed the proposed amendments with thoughts that taking away the third-party underwriter may not be good for the City, but that if there are routine applications that could be underwritten in house versus complex, higher risk applications could go to a third-party underwriter.

Ms. Davis noted that most AHTIF applications use the TIF revenue for operating costs after the development is built, while there are very few who use TIF revenues for the construction phase. This proposed amendment is targeted to developers who will use TIF revenue for operating costs, and, therefore, inhouse underwriting would save time and funds. Operating costs cover such things as maintenance, utilities, property management, debt service, trash removal and the like. For AHTIF applications where TIF revenue would be used for construction costs, those would go to a third-party underwriter. Perhaps this could be better articulated in the TIF policy.

There followed discussion about processes with LIHTC and QAP, as well use of TIF funds for operating costs versus construction costs. In either case, if the development does not happen, there is no TIF revenue to use. The Committee would like the City to have in the policy the ability to separate

out complex projects for a third-party underwriter to undertake and also to allow the City flexibility to determine when a third-party underwriter should be utilized for a project, particularly should this Committee or the Council raises a concern with a particular project.

Ms. Davis noted the direction and staff would come back with a proposal to reflect the discussion today.

6. **Public Comment: Review and recommendation to the City Council of a request for funding from the Jill C. Duson Housing Trust Fund re: Hope Acts, Hope House - Mary Davis, Housing and Community Development Director, Heidi McCarthy, Housing Program Manager**

Ms. McCarthy highlighted the item noting that this funding request would support the ongoing rehabilitation of the Hope House, serving asylum seekers. They had a successful capital fundraising campaign and began the renovation process. Demolition uncovered issues with the building's foundation and framing which is what the bulk of the funds they are requesting would be used for, as well as \$78K to support solar installation. She noted that if solar is installed by the end of this year, a tax credit would pay for 30% of the system, which would provide 63% of the building's electricity needs.

There were clarifying questions such as if this was too much for a CDBG grant and it was, as well as the timing for the next round of CDBG applications starting in October with the renovations currently ongoing. In addition, there was discussion of the City funds perhaps not being used for housing purposes - with further discussion noting that the services in the basement are a part of the overall operating facet of the Hope House, including a community space and programmatic support for the residents to deliver services and stay housed.

Chair Ali then opened the meeting for public comment.

Dan Black, Portland resident and development consultant on this project, noted that this funding is very necessary and required to make the building habitable in the future to provide housing and services.

Martha Stein, Executive Director of Hope House, thanked the Committee for their time in responding to this request. The Hope House would have never opened in the first place without the support of its Founders and the City of Portland. She noted that residents have access to the staff in the lower level, including the use of computers, office equipment, activities, workshops, classes and space for services for asylum seekers, work permit preparation

that staff assists with, and open office hours. She thanked the Committee for their time.

Seeing no further public comment, Chair Councilor Ali closed the public comment session.

The Committee expressed their support for the Hope House with consensus to recommend approval, but with affordability covenants at 30 years.

Councilor Sykes made a motion to amend the affordabilityamend affordability covenant from 15 years to 30 years. Councilor Phillips seconded the motion and it passed unanimously.

Councilor Sykes then made a motion to recommend to the City Council approval of this request, including increasing the affordability covenant from 15 years to 30 years. Councilor Michniewicz seconded the motion and it passed 4-0.

7. **Executive Session: Pursuant to M.R.S.A. 405(6)(C) and 5 M.R.S.A. 13119-A, the Committee will go into executive session to provide staff direction regarding possible negotiation for sale of City-owned property at Portland Technology Park – Dena Libner, Assistant City Manager, Nancy Martin, Business Programs Manager**

On motion made by Councilor Pelletier, seconded by Councilor Sykes, the Committee voted 4-0 at 7:53 p.m. to go into executive session as noted above.

At approximately 8:15 p.m. the Committee came out of executive session.

On motion then made by Councilor Sykes, seconded by Councilor Phillips, the Committee voted 4-0 to adjourn the meeting.

Next meeting date: September 15, 2026



To: Councilor Ali, Chair

Members of the Housing and Economic Development Committee

MEETING DATE: September 15, 2026

AGENDA ITEM

Review and Recommendation to the City Council re Lambert Woods North – 622 Auburn Street - \$1,328,316 funding request from the Jill C. Duson Housing Trust Fund. The Committee may go into executive session pursuant to 1 M.R.S.A. 405(6)(C) and 5 M.R.S.A. 13119-A to discuss proprietary information and provide guidance to staff.

PURPOSE

Preservation of Affordable Housing (POAH) has submitted for review and a recommendation by the Housing and Economic Development Committee to the City Council, a request for a loan in the amount of \$1,328,316 from the Jill C. Duson Housing Trust Fund.

COMMITTEE WORK PLAN/CITY COUNCIL GOAL ALIGNMENT

Accelerate Housing Production and Strengthen Affordability Protections

BACKGROUND/ANALYSIS

Preservation of Affordable Housing (POAH) is requesting \$1,328,316 in funding for Lambert Woods North, a proposed development located on city-owned land at 622 Auburn Street (future address: 2274 Washington Avenue) and comprising 72 apartments across 6 residential buildings. The project, which began construction in November 2025, will offer a mix of townhomes and three-story walkup apartments, with 34 one-bedroom, 10 two-bedroom, and 28 three-bedroom units. These units will be affordable for households earning up to 60% of the Area Median Income (AMI), which translates to \$58,450 for a one-person household, \$66,800 for a two-person household, \$75,150 for a three-person household, and \$83,450 for a four-person household. The development is designed to be age inclusive, serve a range of household sizes, and will be managed by POAH Communities.

The initial Purchase and Sale Agreement for the property was between the City and Maine Cooperative Development Partners (MCDP), POAH's development partner. This agreement has since been amended to name Lambert Woods North LLC, the entity established for this development, as the purchaser.

The developer's financial structure for this project includes Low Income Housing Tax credits as well as a City of Portland Affordable Housing Tax Increment Financing/Credit Enhancement Agreement (AHTIF/CEA) (approved by City Council in December, 2023). The AHTIF/CEA will return to the

developer 75% of the increased assessed value realized as the result of the development of this project. The AHTIF revenue will be used to offset project operating costs.

The project requested \$360,000 from the City of Portland's Jill C. Duson Housing Trust Fund in October 2025 to address a gap caused by the loss of 45L Energy Tax Credits, which were eliminated by the federal government, and design changes which led to increased engineering, architecture, and legal costs. That request was rewarded.

The project had additional design changes, requested by MaineHousing, that led to significant increases in costs. For a more thorough explanation of the more recent costs, please see the attached memo from Preservation of Affordable Housing dated June 16, 2026.

Due, in part, to the additional design changes, the project closed in 2025 with a funding gap, which was filled by three bridge loans from POAH for a total of \$1,559,927. After an internal evaluation of the budget included in the aforementioned memo, which included a review and consultation with the City's underwriter, staff recommends partial support of the funding request made by Lambert Woods North LLC. Staff recommends funding in the amount of \$360,000 to address the following items.

Budget Item	Original Cost	Current Cost	Difference	HTF to Support
Hard Costs	\$23,096,203	\$23,246,203	\$150,000	yes
Architect and Design	\$1,338,048	\$1,448,048	\$110,000	yes
Survey and Engineering	\$556,797	\$606,797	\$50,000	yes
FF&E	\$95,000	\$125,000	\$30,000	no
Insurance	\$225,000	\$245,000	\$20,000	no
Legal	\$185,000	\$385,000	\$200,000	no
Construction Loan Interest	\$906,004	\$1,006,004	\$100,000	no
Soft Cost Contingency	\$71,637	\$121,637	\$50,000	yes
Taxes and Insurance Escrow	\$185,193	\$220,415	\$35,222	no
Totals	\$26,658,882	\$27,404,104	\$745,222	\$360,000

In addition to the \$360,000 recommended by staff, POAH requested that we evaluate our third party legal fees and provide enough additional subsidy to cover the City's outside counsel and POAH's legal costs, as their legal fee budget item has been depleted. Legal costs are estimated to be \$15,000. This amount brings the recommended funding to \$375,000.

With the \$360,000 the project has already been awarded from the Jill C. Duson Housing Trust Fund, this would bring the total construction subsidy to \$735,000.

FISCAL IMPACT

The 2026 Jill C. Duson Annual Plan, approved by the City Council, appropriated and made available \$1,989,361.45, with \$1,603,324.45 remaining available to commit. If the Lambert Woods North LLC request of \$1,328,316 is fully funded, the balance remaining would be \$275,008.4. If this project is funded at the staff recommendation of \$375,000, the balance available would be \$1,228,324.45.

CONCLUSIONS

Staff is seeking HEDC partial approval of this funding request, along with a recommendation of partial approval to the City Council.

1. Motion to recommend to the City Council approval of \$375,000 in additional funding from the Jill C. Duson Housing Trust Fund for the Lambert Woods North project at 622 Auburn Street/2274 Washington Avenue.

PRIOR COMMITTEE REVIEW:

Lambert Woods North was awarded \$360,000 from the City of Portland's Jill C. Duson Housing Trust Fund in October 2025.

PREPARED BY

Heidi McCarthy, Housing Program Manager
Housing and Community Development Division

ATTACHMENTS

POAH memo dated June 16, 2026



June 16, 2026

Mary P. Davis
Housing and Community Development Division Director
Housing and Economic Development Department
389 Congress Street
Portland ME 04101

Heidi McCarthy
Housing Program Manager
Housing and Community Development
389 Congress Street
Portland ME 04101

Re: **Lambert Woods North - 2026 HTF Application Detail**

The Lambert Woods North project applied for \$1,328,316 of Housing Trust Funds in May 2026. The total request includes \$704,388 budget increase from closing and \$623,927 to pay down the existing POAH CMF loan. \$360,000 of Housing Trust Funds were awarded in 2025 but have not yet entered the deal. Overall City contribution would be \$1,688,316 if the 2026 funds are awarded.

Project History:

Lambert Woods North will supply 72 units of affordable housing to Portland. Originally planned to be co-operative housing, the project changed to 100% affordable in order to leverage much needed 4% low-income housing tax credits (LIHTC). All units are capped at 60% AMI with seven units earmarked for homeless referrals from the city. The project plans include a green space for residents, a new metro bus stop along Washington Ave., a bike lane, and improved right of way near the Auburn St. intersection.

In 2022 Maine Cooperative Development Partners (MCDP) partnered with Preservation of Affordable Housing (POAH Inc.), a nonprofit national housing developer, to lead the project. When POAH entered the deal, the anticipated closing date was spring 2024.

In February 2024 Maine State Housing Authority (MSHA) required a late-stage redesign forcing the project to add a second parking lot. POAH submitted a waiver request on behalf of the project and was denied, after which the design team presented the major site plan amendment to the planning board getting approval on September 24, 2024. The conditions of this approval included the City pushing back on MSHA's requirement. MSHA remained firm on their decision. This led to an approximately \$1,000,000 funding gap stemming from increased material/labor costs, engineering fees, and timing delays. POAH and Penobscot General Contractors value engineered the construction budget to keep the project financially viable. This effort pushed some elements (landscape amenities and building design features) from the base construction scope and budget. The site plan amendment and related schedule delay pushed closing from summer 2024 to fall 2025, creating immense pressure for both our investor and general contractor to hold their pricing for closing.

The investor, CREA, joined the project in early 2024 and presented favorable investor terms assuming closing in June 2024. As closing delays continued CREA could not maintain their pricing and had to react to the larger LIHTC market and uncertainty caused by federal policy changes. CREA and POAH negotiated how to keep the development viable despite the growing uncertainty. That negotiation led to CREA's hard deadline of

November 10, 2025 and kept the deal's competitive pricing. This external pressure pushed the project to either close with a funding gap or risk losing substantial investment.

Lambert Woods North closed on November 6, 2025, about 10 months after the project was initially bid. By closing in November instead of early spring, construction spanned two winters instead of one. This led to an immediate \$277,539.94 change order and added one month to the construction schedule. Since then, the construction team worked through a snowy winter season using \$125,337.22, a significant portion of the hard cost contingency (against a projected \$50,000 winter conditions allowance). These two large hits to the contingency budget jeopardize the landscaping features we'd hoped to install fall 2026. The project remains at risk of another harsh winter and another significant change order. POAH continues to work with Penobscot to keep the project on schedule and on budget but cannot deny the unexpected challenges the project has faced.

Other Funding:

Prior to closing POAH discussed the funding gap with Maine Housing. Unfortunately, MSHA declined to increase their maximum soft debt limit of \$8,496,000. POAH also sought additional funds through Efficiency Maine but the project did not qualify for their EV incentive. Lambert Woods North already applied for the HVAC incentive, which is represented by the current POAH Efficiency Maine Bridge loan as the funds are not realized until after construction completion. The project considered applying for HOME funds but the regulations around HOME trigger Build America Buy America (BABA) requirements that are not tenable with the current construction budget and schedule. The project has applied for the solar ITC bonus program; however, those funds (if awarded) would materialize only after permanent financing conversion, which is too late to use for the necessary budget increases during construction. POAH also considered 45L credits and the Green and Resilient Retrofit Program (GRRP), both of which did not work with Lambert Woods North's timeline.

CMF Repayment:

Preservation of Affordable Housing Inc. is a non-profit affordable housing developer with a 25-year history in housing. At closing POAH put in \$1,559,927 of its own money to cover the budget gap. These owner funds were split into three loans:

- \$623,927 POAH CMF
- \$360,000 POAH AHT Bridge
- \$576,000 POAH Efficiency Maine Bridge

POAH took a major financial risk at closing to ensure the project could proceed. If closing had been delayed beyond November 10, 2025, CREA would have walked away from the project. It would have been extremely difficult to find a new investor who could match the CREA's pricing. The project would have been paused indefinitely as construction pricing continued to rise.

POAH applied for the 2025 Housing Trust Funds to offset some of this \$1,559,927 risk. The HTF fund pool that year was \$363,558 (based on an email from Victoria Volent on May 30, 2025). POAH would have applied for more funds, had they been available. Even now, POAH is at risk if the Efficiency Maine funds do not materialize. From POAH's perspective the project closed with a significant funding gap covered only with owner-sponsored nonprofit funds. Now that additional HTF are available, POAH seeks to fill the gap and reduce our risk. This ensures POAH is in a strong position for future affordable development in Maine.

To be clear, Housing Trust Funds will *not* be used to pay developer fee. Paid developer fee in Maine is capped at \$750,000 (paid out over several years) which has already been budgeted into the deal. At this point POAH has not made any profit since we have put in multiple years of significant staff time and over \$1,500,000 at closing with less than \$70,000 in return.

Budget Increases:

There was a funding gap at closing that has since widened, see the notes for each budget line.

Budget Item	Closing Budget	Projected Budget	Notes
Hard costs	23,096,203.00	23,246,203.00	Additional parking lot, increased winter conditions, trying to add back in landscape features, increased wayfinding and signage costs
Architect and Design	1,338,048.00	1,448,048.00	Increased permitting and pricing exercises as the project worked towards closing. Increased CA costs for both the architect and the MEP engineer due to Efficiency Maine updates and a longer construction schedule.
Survey & Engineering	556,797.00	606,797.00	CREA requested additional Geotech work and needed to add a 3 rd party engineer for green building certification. Due to closing delays, the project had to pay for multiple environmental reports.
FF&E	95,000.00	125,000.00	Slight increase to ensure high-quality and durable common-area furniture, equipment and amenities consistent with POAH's standards.
Insurance	225,000.00	245,000.00	MSHA required an lower deductible right before closing causing the insurance premiums to go up slightly from what was quoted/budgeted, increased construction schedule.
Legal	185,000.00	385,000.00	Went overbudget at closing (spent \$259,000) due to complications around paper streets/deed releases and additional loans. The projected number covers enough to add new loan sources and convert the project. This will include paying for City, CREA, MCDP, and POAH legal fees. POAH is increasingly seeing high legal fees involved with solar ITC as the program changes.
Construction loan interest	906,004.00	1,006,004.00	Based on current projection for the construction loan draw and the increased 17-month construction timeline. The draw rate on the Construction Loan is faster than anticipated.
Soft cost contingency	71,637.00	121,637.00	Revision, our solar vendor, has some pending change orders that are not included in the hard cost budget (example: solar snow guards to protect pedestrians). The entire SCC budget was used to cover legal fees at closing.

Taxes and insurance escrow	185,193.00	220,415.00	The MSHA loan docs note this is at the discretion of Maine Housing at perm conversion. The trend is for perm insurance to increase post-closing and MSHA requires 6 months.
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HTF Repayment:

Should the project end up not using the full Housing Trust Fund amount (for example, if we meet stabilization faster than anticipated and operations could cover construction loan interest payments), POAH will return any unused funds to the city at permanent financing conversion, currently projected to be January 1, 2028. The repayment structure will be written into the loan documents and should not cause issues with our investor.

To recap, Lambert Woods North requests a total of \$1,328,316 in Affordable Housing Trust Funds to deliver the project as intended - meeting the affordability and design goals outlined by the City. Thank you for your consideration.

Sincerely,



Cory Fellows
Vice President, Real Estate Development
Lambert Woods North
Preservation of Affordable Housing Inc.



To: Councilor Ali, Chair

Members of the Housing and Economic Development
Committee

MEETING DATE: September 15, 2026

AGENDA ITEM

Consideration of amendments to the Cumberland and Boyd Housing Affordable Housing Tax Increment Financing (AHTIF) District.

PURPOSE

Portland Housing Development Corporation is requesting an amendment to the existing AHTIF district for the project.

COMMITTEE WORK PLAN/CITY COUNCIL GOAL ALIGNMENT

Accelerate Housing Production and Strengthen Affordability Protections – Address Portland’s housing challenges by encouraging the development of more homes and protecting affordability, so current and future residents can live and thrive in our community.

BACKGROUND/ANALYSIS

On August 11, 2025, the City Council approved the Cumberland and Boyd Affordable Housing Tax Increment Financing (AHTIF) district. Located in Portland’s East Bayside neighborhood, this development project aims to bring 91 units of mixed-income housing to the area, including 81 units designated as affordable housing. The proposed plans feature a single 7-story building complemented by shared outdoor green space for residents.

To maximize available equity for a development of this scale, the project was originally structured as a Low-Income Housing Tax Credit (LIHTC) “Twin.” This model enables access to both 9% and 4% LIHTCs by splitting the project into two distinct deals—one for each tax credit type—that must stand alone financially despite sharing a single physical building.

While effective for securing initial funding, managing dual pro formas adds operational complexity. Portland Housing Development Corporation (PHDC) prefers to avoid proceeding with the “Twin” structure if possible. Because accessing the State LIHTC requires a competitive 9% award, PHDC applied for the twin structure in hopes Maine Housing would elect to convert the financing to a 4% LIHTC plus State LIHTC model, eliminating the need for a twin structure and allowing the project to proceed as one complete project.

To support the original twin model, the City of Portland created one AHTIF district, called Cumberland and Boyd Housing, with two sets of legal documents, each named for a portion of the twin project (Cumberland Housing, Boyd Housing). Because the project was converted to a 4% LIHTC plus State LIHTC model, it is now considered one project, and the separation is moot. The attached documents reflect this change.

FISCAL IMPACT

There is no additional fiscal impact to the City for this existing district. The term remains at 30 years.

CONCLUSION(S)

Staff recommends referral to the Council for approval of amendments to the former Cumberland and Boyd Housing AHTIF district, now Cumberland Housing AHTIF District.

PRIOR COMMITTEE REVIEW: N/A in 2026

PREPARED BY

Heidi McCarthy, Housing Program Manager
Housing and Community Development Division

ATTACHMENTS

Cumberland Housing amended Credit Enhancement Agreement
Cumberland Housing amended Declaration of Covenants
Cumberland Housing amended Development Program
Cumberland Housing amended Narrative

CREDIT ENHANCEMENT AGREEMENT

between

THE CITY OF PORTLAND, MAINE

and

CUMBERLAND HOUSING, LP

DATED: _____, 2026

TABLE OF CONTENTS

ARTICLE I DEFINITIONS

- Section 1.1. Definitions.
- Section 1.2. Interpretation and Construction.

ARTICLE II AFFORDABLE HOUSING DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

- Section 2.1. Creation of Development Program Fund.
- Section 2.2. Liens.
- Section 2.3. Captured Assessed Value; Deposits into Development Program Fund.
- Section 2.4. Use of Monies in Development Program Fund.
- Section 2.5. Monies Held for Benefit of Developer.

ARTICLE III PAYMENT OBLIGATIONS.

- Section 3.1. Developer Payments.
- Section 3.2. Failure to Make Payment.
- Section 3.3. Manner of Payments.
- Section 3.4. Obligations Unconditional.
- Section 3.5. Limited Obligation.

ARTICLE IV PLEDGE AND SECURITY INTEREST

- Section 4.1. Pledge of and Grant of Security Interest in Project Cost Account.
- Section 4.2. Perfection of Interest.
- Section 4.3. Further Instruments.
- Section 4.4. No Disposition of Project Cost Account.
- Section 4.5. Access to Books and Records.

ARTICLE V DEFAULTS AND REMEDIES

- Section 5.1. Events of Default.
- Section 5.2. Remedies on Default.
- Section 5.3. Remedies Cumulative.

ARTICLE VI EFFECTIVE DATE, TERM AND TERMINATION

- Section 6.1. Effective Date and Term.
- Section 6.2. Cancellation and Expiration of Term.

ARTICLE VII

ASSIGNMENT AND PLEDGE OF DEVELOPER'S INTEREST

Section 7.1. Consent to Pledge, Collateral Assignment Or Grant of a Security Interest.

Section 7.2. Transfer.

ARTICLE VIII

MISCELLANEOUS

Section 8.1. Successors.

Section 8.2. Parties-in-Interest.

Section 8.3. Severability.

Section 8.4. No Personal Liability of Officials of the City.

Section 8.5. Counterparts.

Section 8.6. Governing Law.

Section 8.7. Notices.

Section 8.8. Amendments.

Section 8.9. Records.

Section 8.10. Reserved.

Section 8.11. Integration.

Section 8.12. Reserved.

Section 8.13. Dispute Resolution.

Section 8.14. Tax Laws and Valuation Agreement.

EXHIBITS

Exhibit 1 Copy of District Map

Exhibit 2 Financial Plan

THIS CREDIT ENHANCEMENT AGREEMENT dated as of _____, 2026 (the “Effective Date”), between the City of Portland, Maine, a municipal body corporate and politic and a political subdivision of the State of Maine (the “City”), and Cumberland Housing, LP, a Maine Limited Partnership (the “Developer”).

WITNESSETH THAT

WHEREAS, the City designated the ~~*Boyd Housing and Cumberland Housing Affordable Housing Development and Tax Increment Financing District*~~ (the “District”) pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by action of the City Council at a meeting of the City Council held on August 11, 2025, Order 15-25/26, (the “Vote”) and pursuant to the same Vote adopted an affordable housing development program, including a financial plan, and and amended for the District (the “Development Program”); and

WHEREAS, the City received the original approval of the District and the Development Program by Maine State Housing Authority (“MSHA”) on _____, 2025, and amended approval on

WHEREAS, the Development Program contemplates the execution and delivery of a credit enhancement agreement between the City and the Developer, and the City approved the execution and delivery of a credit enhancement agreement as described in the Development Program pursuant to the Vote, and the City and the Developer desire and intend that this Credit Enhancement Agreement be and constitute the Credit Enhancement Agreement contemplated and described in the Development Program in the name of and on behalf of the City; and

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Definitions.

The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise:

“Act” means chapter 206 of Title 30-A of the Maine Revised Statutes and regulations adopted thereunder, as amended from time to time.

“Agreement” shall mean this Credit Enhancement Agreement between the City and the Developer dated as of the date set forth above, as such may be amended from time to time.

“Authority” means the Maine State Housing Authority.

“Captured Assessed Value” means the amount, stated as a percentage, of the Increased Assessed Value of the District that is retained in each Tax Year during the term of the District, as specified in Section 2.3 hereof, to fund Project costs authorized in the Development Program. See Exhibit 2 for further detail.

“City” shall have the meaning given such term in the first paragraph hereto.

“Current Assessed Value” means the then-current assessed real property value of the

District as determined by the City Tax Assessor as of April 1 of each Tax Year that the District remains in effect.

“Development Program” shall have the meaning given such term in the recitals hereto.

“Development Program Fund” means the Affordable Housing Development Program Fund described in the Development Program and established and maintained pursuant to Article II hereof and 30-A M.R.S.A. § 5250-A(3)(A) consisting of the account further described herein.

“Director” means the Director of the Maine State Housing Authority.

“District” shall mean the lot or parcel of land on which the Project is located. A copy of the District map is attached hereto as Exhibit 1 as well as an informational map showing the Project in the District.

“Effective Date of the Development Program” means the start date identified in Section 2.08 of the Development Program.

“Fiscal Year” means July 1 to June 30 each year or such other fiscal year as the City may from time to time establish.

“Increased Assessed Value” means, for each Fiscal Year during the term of this Agreement, the amount by which the Current Assessed Value for such year exceeds the Original Assessed Value. If the Current Assessed Value is less than or equal to the Original Assessed Value in any given Tax Year, there is no Increased Assessed Value in that year.

“Original Assessed Value” means Zero Dollars (\$0.00), which is the taxable assessed real property value of the District as of March 31, 2025 (April 1, 2024).

“Non-Captured Increased Assessed Value” means, for each Fiscal Year during the term of this Agreement, the difference between the Increased Assessed Value and the Captured Assessed Value. See Exhibit 2 for further detail.

“Project” means the planned construction of a new ninety-one (91) unit, mixed-income housing development at 181 Cumberland Avenue located in the District.

“Project Cost Account” means the project cost account associated with the Project as described in the Development Program and established and maintained pursuant to Title 30-A M.R.S.A. § 5250-A(3)(A)(1) and Article II hereof.

“Property Taxes” means any and all *ad valorem* property taxes levied, charged or assessed against the Project located in the District by the City, or on its behalf.

“State” means the State of Maine.

“Tax Increment Revenues” means that portion of all real property taxes assessed and paid to the City in any Tax Year, in excess of any state, or special district tax, upon the Increased Assessed Value.

“Tax Payment Date” means the later of the date(s) on which property taxes levied by the City are due and payable, in full, from owners of property located within the City, or are actually paid to the City with respect to taxable property located within the District.

“Tax Year” shall have the meaning given such term in 30-A M.R.S.A. § 5246(16), as amended, to wit: April 1 to March 31.

Section 1.2. Interpretation and Construction.

In this Agreement, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this Agreement, refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before, the date of delivery of this Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) All approvals, consents and acceptances required to be given or made by any signatory hereto shall not be withheld unreasonably.

(f) All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.

(g) If any clause, provision or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof.

ARTICLE II AFFORDABLE HOUSING DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

Section 2.1. Creation of Development Program Fund.

Within sixty (60) days after the Effective Date of the Development Program, the City shall create and establish a segregated fund in the name of the City designated as the “~~Boyd-Housing and~~ Cumberland Housing Affordable Housing Development and Tax Increment Financing District Program Fund” (hereinafter the “Development Program Fund”) pursuant to, and in accordance with the terms and conditions of, the Development Program and 30-A M.R.S.A. § 5250-A(3). The Development Program Fund shall consist of the Project Cost Account which is pledged to and charged with the payment of Project costs described in the Development Program, as provided in 30-A M.R.S.A. § 5250-A(3)(A)(1). The Project Cost

Account is pledged to and charged with the payment of costs in the manner and priority provided in Section 3.1(b) below.

Section 2.2. Liens.

The City shall not create any liens, encumbrances or other interests of any nature whatsoever, nor shall it hypothecate the Project Cost Account described in Section 2.1 hereof or any funds therein, other than the interest in favor of Developer hereunder; provided, however, that nothing herein shall prohibit the creation of property tax, sewer or other liens on property in the District in accordance with and entitled to priority pursuant to Maine law.

Section 2.3. Captured Assessed Value; Deposits into Development Program Fund.

(a) Each Tax Year during the term of this Agreement, (collectively the “CEA Years”), the City shall retain in the District seventy-five percent (75%) of the Increased Assessed Value as Captured Assessed Value. The remaining twenty-five percent (25%) of the Increased Assessed Value shall constitute Non-Captured Increased Assessed Value.

(b) For each of the CEA Years, the City shall deposit into the Development Program Fund contemporaneously with each payment of Property Taxes during the term of this Agreement an amount equal to seventy-five percent (75%) of that portion of the payment of Property Taxes constituting Tax Increment Revenues. The City shall deposit ~~half of~~ such seventy-five percent (75%) portion into the Project Cost Account, ~~while the other half of the 75% portion will be deposited to the Boyd Housing AHTIF district.~~ The remaining twenty-five percent (25%) portion of the property tax payment constituting Tax Increment Revenues, which arise from Non-Captured Increased Assessed Value, shall be deposited into the City’s general fund.

(c) Notwithstanding anything herein to the contrary, if the District property becomes exempt from the obligation to pay property taxes, after application by the owner of the District property to the City for such exemption, then upon the granting of such exemption, this Agreement shall terminate and no further deposit or payment obligations on the part of the City shall exist.

(d) Any and all revenues resulting from investment earnings on deposits in the Development Program Fund shall be retained in the Development Program Fund and applied for Development Program purposes relating to the Development Program Fund as prescribed by 30-A M.R.S.A Section 5250-A(3), subject to the payment obligations set forth in Article III below.

(e) In the event of a revaluation of taxable property within the City, the Captured Assessed Value of this District may be adjusted in proportion to the change in taxable assessed property valued within the District in the year of the revaluation resulting from such revaluation.

Section 2.4. Use of Monies in Development Program Fund.

All monies in the Development Program Fund that are allocable to and/or deposited in the Project Cost Account shall in all cases be used and applied to fund fully the City’s payment obligations to Developer as described in Articles II and III hereof. Developer shall be obligated to use such payments for operating costs of the Project and credit enhancement pursuant to the

Section 2.5. Monies Held for Benefit of Developer.

All monies required to be deposited with or paid into the Project Cost Account under the provisions hereof and the provisions of the Development Program shall be held by the City for the benefit of Developer, subject to the payment obligations set forth in Article III below.

ARTICLE III PAYMENT OBLIGATIONS

Section 3.1. Developer Payments.

(a) On an annual basis, the City agrees to pay Developer, within thirty (30) days of the end of each Fiscal Year, all amounts then on deposit in the Project Cost Account.

(b) Notwithstanding anything to the contrary contained herein, if, with respect to any Tax Payment Date, any portion of the property taxes assessed against real property located in the District remain unpaid, because of a bona fide valuation dispute being pursued by Developer, the property taxes actually paid with respect to such Tax Payment Date shall, first, be applied to taxes due on account of Original Assessed Value and deposited into the City's general fund; and second, shall constitute payment of Property Taxes with respect to Non-Captured Increased Assessed Value and deposited into the City's general fund; and third, shall constitute payment of Property Taxes with respect to Captured Assessed Value, to be applied to payment of Developer's share of the Tax Increment Revenues for the year concerned and deposited into Project Cost Account.

(c) Notwithstanding anything to the contrary contained herein, if, with respect to any Tax Payment Date, any portion of the property taxes assessed against real property located in the District remain due to the City from and unpaid by Developer, for any reason other than a bona fide valuation dispute, or if any portion of any other fee or charge due to the City by Developer including but not limited to sewer and stormwater fees, ambulance fees, or assessments, remain unpaid, no payment of Developer's share of the Tax Increment Revenues for the year concerned will be deposited into the Project Cost Account until such property taxes assessed against real property located in the District, and other fees, charges, and assessments are paid in full.

(d) Annually, Developer will provide financial statements as back-up documentation of Project Costs for its TIF payments, which documentation will be kept confidential by the City.

(e) Prior to receiving the first payment under this Agreement, Developer shall provide evidence reasonably satisfactory to the City of the Developer's ability to complete the Project in accordance with State law. Reasonably satisfactory evidence shall include documentation that the Developer has closed on complete financing for the Project.

(f) No less than monthly, during the course of construction of the Project, Developer must provide documentation in a form reasonably satisfactory to the City demonstrating that all firms employed in the construction phase of the Project have compensated their employees, at all relevant times, the current wage rates and fringe benefits as required under applicable state prevailing wage law, 26 M.R.S. §1306, or the City's minimum wage requirements set forth in Chapter 33, Sections 1-12 of the Portland City Code, whichever is greater.

(g) Developer must provide evidence reasonably satisfactory to the City demonstrating that the Project was designed, constructed and rehabilitated in accordance with the City's Green Building Code set forth in Chapter 6, Article VII, of the Portland City Code.

Section 3.2. Failure to Make Payment.

In the event the City should fail to, or be unable to, make any of the payments at the time and in the amount required under the foregoing provisions of this Article III including in the event that the amount deposited into the Project Cost Account is insufficient to reimburse Developer for the full amount due to Developer under this Agreement, the amount or installment so unpaid shall continue as a limited obligation of the City, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid. Developer shall have the right to initiate and maintain an action to specifically enforce the City's obligations hereunder, including without limitation, the City's obligation to deposit Tax Increment Revenues to the Project Cost Account and its obligation to make payment out of the Project Cost Account to Developer.

Section 3.3. Manner of Payments.

The payments provided for in this Article III shall be paid directly to Developer at the address specified in Section 8.7 hereof in the manner provided hereinabove by check drawn on the City.

Section 3.4. Obligations Unconditional.

Subject to Developer's compliance with the terms and conditions of this Agreement, the obligations of the City to make the payments described in this Agreement in accordance with the terms hereof shall be absolute and unconditional, and the City shall not suspend or discontinue any payment hereunder or terminate this Agreement for any cause, other than pursuant to this Agreement or by court order or by reason of a final judgment by a court of competent jurisdiction that the District is invalid or otherwise illegal.

Section 3.5. Limited Obligation.

The City's obligations of payment hereunder shall be limited obligations of the City payable solely from Tax Increment Revenues pledged therefor under this Agreement. The City's obligations hereunder shall not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the City, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from that portion of Tax Increment Revenues payable to Developer hereunder, whether or not actually deposited into the Project Cost Account in the Development Program Fund. This Agreement shall not directly, indirectly or contingently obligate the City, the State of Maine, or any other City or political subdivision to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment, excepting the pledge of the Tax Increment Revenues established under this Agreement.

ARTICLE IV PLEDGE AND SECURITY INTEREST

Section 4.1. Pledge of and Grant of Security Interest in

Project Cost Account.

In consideration of this Agreement and other valuable consideration and for the purpose of securing payment of the amounts provided for hereunder to Developer by the City, according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the City's covenants and agreements contained herein, the City does hereby grant a security interest in and pledge Project Cost Account described in Section 2.1 hereof and all sums of money and other securities and investments therein to Developer.

Section 4.2. Perfection of Interest.

(a) Upon written request by Developer, the City will establish the Project Cost Account described in Section 2.1 hereof as a segregated fund under the control of an escrow agent, trustee or other fiduciary selected by Developer so as to perfect Developer's interest therein. The cost of establishing and monitoring such a fund (including the cost of counsel to the City with respect thereto) shall be borne exclusively by Developer. In the event such a fund is established under the control of a trustee or fiduciary, the City shall cooperate with Developer in causing appropriate financing statements and continuation statements naming Developer, or its designee, as pledgee of all such amounts from time to time on deposit in the fund to be duly filed and recorded in the appropriate state offices as required by and permitted under the provisions of the Maine Uniform Commercial Code or other similar law as adopted in the State of Maine and any other applicable jurisdiction, as from time to time amended, in order to perfect and maintain the security interests created hereunder.

(b) In the event Developer requires the establishment of a segregated fund in accordance with this Section 4.2, the City's responsibility shall be expressly limited to delivering the amounts required by this Agreement to the escrow agent, trustee or other fiduciary designated by Developer. The City shall have no liability for payment over of the funds concerned to Developer by any such escrow agent, trustee or other fiduciary, or for any misappropriation, investment losses or other losses in the hands of such escrow agent, trustee or other fiduciary. Notwithstanding any change in the identity of Developer's designated escrow agent, trustee or other fiduciary, the City shall have no liability for misdelivery of funds if delivered in accordance with Developer's most recent written designation or instructions actually received by the City.

Section 4.3. Further Instruments.

The City shall, upon the reasonable request of Developer, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such instruments or actions shall pledge the credit of the City; and provided further that the cost of executing and delivering such further instruments (including the reasonable and related costs of counsel to the City with respect thereto) shall be borne exclusively by Developer.

Section 4.4. No Disposition of Project Cost Account.

Except as permitted hereunder, the City shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in the Project Cost Account and will promptly pay or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part thereof not permitted hereby.

Section 4.5. Access to Books and Records.

All books, records and documents in the possession of either of the parties to this Agreement relating to the District, the Development Program, this Agreement and the monies, revenues and receipts on deposit or required to be deposited into the Project Cost Account shall at all reasonable times and upon reasonable notice be open to inspection by both parties to this Agreement, and the agents and employees of the parties to this Agreement.

ARTICLE V DEFAULTS AND REMEDIES

Section 5.1. Events of Default.

Each of the following events shall constitute and be referred to in this Agreement as an “Event of Default”:

- (a) Any failure by the City to pay any amounts due to Developer when the same shall become due and payable;
- (b) Any failure by the City to make deposits into the Project Cost Account as and when due;
- (c) Any failure by the City or Developer to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the City or Developer to be observed or performed, which failure is not cured within thirty (30) days following written notice thereof; and
- (d) If a decree or order of a court or agency or supervisory authority having jurisdiction in the premises of the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, or for the winding up or liquidation of Developer's affairs shall have been entered against the Developer or the Developer shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the Developer or of or relating to all or substantially all of its property, including without limitation the filing of a voluntary petition in bankruptcy by the Developer or the failure by the Developer to have an involuntary petition in bankruptcy dismissed within a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the Developer.
- (e) If any secured lender of Developer accelerates the indebtedness owed to it;
- (f) If any written representation or warranty given to the City by Developer is knowingly incorrect or incomplete in any material respect, other than statements made about or in agreements with the City that were later changed by mutual consent;
- (g) If Developer fails to maintain adequate surety bonding during construction at the levels and terms as may be required from time to time by the Developer's secured lenders and/or Developer allows mechanics' liens to encumber the Project for a period of more than ninety (90) days.
- (h) Any discontinuance of the District property as “affordable housing,” pursuant to

the definition contained in Title 30-A M.R.S.A. Section 5246.

Section 5.2. Remedies on Default.

Subject to the provisions contained in Section 8.13, whenever any Event of Default described in Section 5.1 hereof shall have occurred and be continuing, the nondefaulting party, following the expiration of any applicable cure period, shall have all rights and remedies available to it at law or in equity, including the rights and remedies available to a secured party under the laws of the State of Maine, and may take whatever action as may be necessary or desirable to collect the amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements or covenants of the nondefaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder. Further, the non-defaulting party may elect to terminate this Agreement upon 30 days' written notice to the defaulting party. The limited partners of the Developer shall have the right (but not the obligation) to cure any default of the Developer under this Agreement within the applicable cure period.

Section 5.3. Remedies Cumulative.

Subject to the provisions of Section 8.13 below concerning dispute resolution, no remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Events of Default to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the parties hereto with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Events of Default be continued or repeated.

ARTICLE VI EFFECTIVE DATE, TERM AND TERMINATION

Section 6.1. Effective Date and Term.

The term of this Agreement will be thirty Tax Years and will commence on April 1 of the Tax Year during which the City issued a certificate of occupancy for the Development and will end on the earlier of (i) March 31 of the thirtieth Tax Year of the term, or (ii) March 31, 2060 (the "Term"). Upon the issuance of the certificate of occupancy for the Project, the parties will execute an amendment to this Agreement setting forth the date that the certificate of occupancy was issued. Notwithstanding any other provision of this Agreement, this Agreement is conditioned upon receipt of the Director's unconditional approval of the City's designation of the District and adoption of the Development Program. Upon receipt of such approval, this Agreement shall remain in full force until expiration of the Term and upon the payment of all amounts due to Developer hereunder and the performance of all obligations on the part of the City hereunder, unless even sooner terminated pursuant to Section 3.4 or any other applicable

provision of this Agreement.

The City may terminate this Agreement by delivering written notice of such termination to Developer in the event that Developer does not receive a certificate of occupancy for the Project by January 1, 2029.

Section 6.2. Termination by City.

Notwithstanding anything to the contrary in this Agreement, in the event that the Declaration, as that term is defined below, is terminated by foreclosure of a lien on the Project that has priority over the Declaration, the City shall have the right to terminate this Agreement by providing Developer with 30 days written notice prior to the effective date of termination, except that in the event that the foreclosing lienholder agrees (for itself, its successors, assigns, and transferees) to be bound by the terms of this Agreement and that the Declaration (as described in Section 8.15 hereof) shall remain in full force and effect, then this Agreement shall remain in full force and effect and City shall have no right to terminate this Agreement.

Section 6.3. Cancellation and Expiration of Term.

At the acceleration, termination or other expiration of this Agreement in accordance with the provisions of this Agreement, the City and Developer shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.

ARTICLE VII
ASSIGNMENT AND PLEDGE OF DEVELOPER'S INTEREST

Section 7.1. Consent to Pledge, Collateral Assignment Or Grant of a Security Interest.

The City hereby acknowledges that Developer may pledge, assign and grant a security interest in its right, title and interest in, to and under this Agreement as collateral for financing by a bank, financial institution, Maine State Housing Authority, or other public and private lending institutions and organizations to Developer for the Project, although no obligation is hereby imposed on Developer to make such assignment or pledge. Recognizing this possibility, the City does hereby consent and agree to the pledge and assignment of and the grant of a security interest in all Developer's right, title and interest in, to and under this Agreement and in, and to the payments to be made to Developer hereunder, to third parties as collateral or security for indebtedness or otherwise, on one or more occasions during the term hereof. The City agrees upon request to execute and deliver any assignments, pledge agreements, consents or other confirmations required by the prospective pledgee or assignee or secured party, including without limitation recognition of the pledgee or assignee or secured party as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder and any and all such other documentation as shall confirm to such pledgee or assignee or secured party the position of such assignee or pledgee or secured party and the irrevocable and binding nature of this Agreement, and provide to the pledgee or assignee such rights and/or remedies as the parties may reasonably deem necessary for establishing, perfection and protection of its interest herein. Developer shall be responsible for the City's necessary and reasonable costs of counsel with respect to any such pledge or

assignment.

Section 7.2. Transfer.

Except as specified in Section 7.1 hereof, Developer shall not transfer or assign any portion of its rights in, to and under this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE VIII MISCELLANEOUS

Section 8.1. Successors.

In the event of the dissolution, merger or consolidation of the City or Developer, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred.

Section 8.2. Parties-in-Interest.

Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the City and Developer any right, remedy or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the City and Developer.

Section 8.3. Severability.

In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 8.4. No Personal Liability of Officials of the City.

(a) No covenant, stipulation, obligation or agreement of the City contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the City in his or her individual capacity, and neither the City Council nor any official, officer, employee or agent of the City shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

(b) No covenant, stipulation, obligation or agreement of Developer contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future officer, agent, servant or employee of Developer in his or her individual capacity, and no official, officer, employee or agent of Developer shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.5. Counterparts.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

Section 8.6. Governing Law.

The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

Section 8.7. Notices.

All notices, certificates, requests, requisitions or other communications by the City or Developer pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, addressed as follows:

If to the City:

City of Portland
Attn. Housing and Community Development Division
389 Congress Street
Portland, ME 04101

With a copy to:

Corporation Counsel's Office
389 Congress Street
Portland, Maine 04101

If to Developer:

Cumberland Housing, LP
c/o Portland Housing Development Corporation
970 Baxter Boulevard
Portland, Maine 04103

The City shall endeavor to send a copy of any notices sent pursuant to this Agreement simultaneously to _____. Either of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

Section 8.8. Amendments.

This Agreement may be amended only with the concurring written consent of both of the parties hereto.

Section 8.9. Records.

The City shall maintain records which are adequate in all respects to make the calculation of Increased Assessed Value and Tax Increment Revenues required to calculate the deposits into the Development Program Fund hereunder, and shall provide to Developer, upon request by Developer, a summary of such calculations.

Section 8.10. Reserved.

Section 8.11. Integration.

This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the City and Developer relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

Section 8.12. Reserved.

Section 8.13. Dispute Resolution.

In the event of a dispute regarding this Agreement or the transactions contemplated by it, the parties hereto will use all reasonable efforts to resolve the dispute on an amicable basis. If the dispute is not resolved on that basis within sixty (60) days after one party first brings the dispute to the attention of the other party, either party may file suit to resolve the dispute in the Superior Court located in Cumberland County, State of Maine, which the parties agree shall have exclusive jurisdiction for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder. This clause shall not bar the City's assessment or collection of property taxes in accord with law, including by judicial proceedings, including tax lien thereof.

Section 8.14. Tax Laws and Valuation Agreement.

The parties acknowledge that all laws of the State now in effect or hereafter enacted with respect to taxation of property shall be applicable and that the City, by entering into this Agreement, is not excusing any non-payment of taxes by Developer. Without limiting the foregoing, the City and Developer shall always be entitled to exercise all rights and remedies regarding assessment, collection and payment of taxes assessed on Developer's property. In addition, the Development Program makes certain assumptions and estimates regarding valuation, depreciation of assets, tax rates and estimated costs. The City and Developer hereby covenant and agree that the assumptions, estimates, analysis and results set forth in the Development Program shall in no way (a) prejudice the rights of any party or be used, in any way, by any party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of or abatement proceedings relating to Developer's property for purposes of ad valorem property taxation or (b) vary the terms of this Agreement even if the actual results differ substantially from the estimates, assumptions or analysis.

Section 8.15. Affordability Covenants.

The Developer and the City shall, in order to assure the continued affordability of the units in the Project as required by the Development Program, Maine State Housing Authority and applicable laws, regulations and ordinances, execute a declaration (the "Declaration") which is

substantially in the same form as the Declaration of Covenants, Conditions and Restrictions which is attached to the Development Program as Exhibit I.

IN WITNESS WHEREOF, the City and Developer have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

WITNESS:

CITY OF PORTLAND, ME

By: _____
Name: Danielle P. West
Its City Manager, Duly Authorized by the City
Council at its meeting on August 11, 2025

WITNESS:

CUMBERLAND HOUSING, LP
BY: COMB Block Development, LLC
Its: General Partner

By: _____
Name: ~~Brian Frost~~ Leah Bruns
Its: President

EXHIBIT 1

Copy of District Map



CITY OF PORTLAND
Declaration of Covenants, Conditions and Restrictions for the Boyd Housing and
Cumberland Housing Affordable Housing Development and Tax Increment Financing
District

This Declaration of Covenants, Conditions and Restrictions (the “Declaration”) is entered into as of _____, 2026 by and between the **City of Portland**, a public body corporate and politic with its principal place of business at 389 Congress Street, Portland, Maine, 04101 (“City”) and **Cumberland Housing, LP**, a Maine Limited Partnership with a mailing address of c/o Portland Housing Development Corporation, 970 Baxter Boulevard, Portland, Maine 04103 (“Developer”).

W I T N E S S E T H

WHEREAS, the Developer acknowledges that City is providing Affordable Housing Tax Increment Financing to the Developer (the “AHTIF”) for project operating costs associated with the construction of a new ninety-one (91) unit mixed-income housing development located at 181 Cumberland Avenue, Portland, Maine (the “Development”); and

WHEREAS the Developer acknowledges City’s resulting beneficial interest in the Development, and Developer acknowledges that its ownership and operation of the Development are in furtherance of discharge of the public trust; and

WHEREAS, City has provided the AHTIF to Developer in consideration of the Developer’s agreement to abide by the provisions of this Declaration.

NOW THEREFORE, City and the Developer agree as follows:

1. **Term**. The term of this Declaration will be thirty Tax Years (as that term is defined below) and will commence on April 1 of the Tax Year during which the City issued a certificate of occupancy for the Development and will end on the earlier of (i) March 31 of the thirtieth Tax Year of the term, or (ii) March 31, 2060 (the “Qualified Project Period”). The period from April 1 of each year through March 31 of the next year is referred to herein as a “Tax Year.” Upon the issuance of the certificate of occupancy for the Development, the parties will execute and record in the Cumberland County Registry of Deeds an amendment to this Declaration setting forth the date that the certificate of occupancy was issued.
2. **Enforceability of Covenants**. The covenants and restrictions of Developer set forth herein are intended to be and shall be considered covenants that run with the real estate described in

Exhibit A attached hereto and made a part hereof and shall bind all subsequent owners and holders of any interest in said real estate, except to the extent herein provided. The City may enforce the covenants set forth herein as a contract beneficiary whether or not Developer is or remains indebted to the City. The covenants of Developer set forth herein shall survive a sale, transfer, or other disposition of the Development by Developer, a foreclosure or transfer of title in lieu of foreclosure, but shall cease to apply to the Development in the event of involuntary noncompliance caused by substantial destruction, seizure, requisition, or change in law or an action of a governmental agency that prevents the City from enforcing the covenants, even though compensated by insurance.

3. **Covenants.** Developer hereby covenants and represents to the City as follows:

- a. **Development.** The Development shall consist of the land described in Exhibit A attached hereto, together with all buildings and improvements, which after completion of the work will contain a total of ninety-one (91) units of rental housing and related amenities. The units in the Development shall be of comparable quality and have comparable amenities. Developer shall not make any change in the number of the units in the Development.
- b. **Use.** The Developer shall rent or make available for rental all of the units in the Development on a continuous and non-transient basis to members of the general public throughout the Qualified Project Period. Developer covenants and agrees that no change of use shall occur without the express written consent of the City.
- c. **Low Income Units.** For a period of thirty (30) years at least (i) thirty (30) of the units will be occupied by households with incomes at or below fifty percent (50%) of the area median income, (ii) ten (10) of the units will be occupied by households with incomes at or below sixty percent (60%) of the area median income (referred to as the “Low Income Units”), and (iii) ten (10) of the units will be occupied by households at market rate
 - i. Income and area median income shall be as determined in accordance with Section 42 of the Internal Revenue Code of 1986 and associated regulations and guidance, all as may be amended from time to time, (“Section 42”) and income limits shall be adjusted for family size.
 - ii. Prior to initial occupancy and at least annually, the Developer shall verify that the income, based on the then current income, of each household occupying a Low Income Unit in the Development does not exceed the Applicable Income Limit (the “Determination”). Any reasonable Determination made by Maine State Housing Authority (“MaineHousing”) that a household satisfies the Applicable Income Limit shall automatically be deemed satisfactory to the City.
 - iii. A Low Income Unit occupied by a household, who at the commencement of occupancy, met the Applicable Income Limit shall continue to be treated as occupied by a qualified resident even though the household’s income may exceed the Applicable Income Limit, adjusted for family size, at the time of the

most recent Determination, if after such Determination, but before the next Determination, any unit in the Development of comparable size is occupied by a new household whose income does not exceed the Applicable Income Limit.

- iv. After initial occupancy but upon again becoming vacant, a Low Income Unit shall be treated as occupied by a household meeting the Applicable Income Limit until occupied (other than occupancy by another resident for a temporary period not to exceed 31 days), at which time the character of the unit shall be re-determined in light of the new resident's income.

- d. **Rent Restrictions.** For the Qualified Project Period, the Low Income Units shall be rent-restricted. A unit is rent-restricted if the gross monthly rent does not exceed one-twelfth (1/12th) of thirty percent (30%) of the imputed income limitation applicable to the unit. The imputed income limitation is the Applicable Income Limit for the unit, except the adjustment for family size shall be based, not on the actual number of occupants, but by assuming the number of occupants as follows:

- i. For a unit without a separate bedroom, one individual.
- ii. For a unit with one or more separate bedrooms, one and one-half individuals for each separate bedroom.

Gross monthly rent shall not include any payment under Section 8 of the United States Housing Act of 1937 and associated regulations and guidance, all as may be amended from time to time ("Section 8") but shall include any utility allowance, where applicable, taking into account such determinations under Section 8.

- e. **Discrimination Prohibited.** Developer shall not segregate or physically isolate the Low Income Units from each other and from other units in the Development and the Developer shall use its best efforts to proportionately distribute the Low Income Units among each unit size in the Development. Developer shall not refuse to rent a unit in the Development to any applicant because the applicant holds a voucher or a certificate of eligibility under Section 8.
- 4. **Compliance.** Developer agrees to furnish to City such information as City may require in a form acceptable to City, including without limitation certifications and/or verifications of occupancy and resident income, to determine Developer's compliance with the covenants set forth herein. Information deemed acceptable by Maine Housing shall be acceptable to the City.
 - 5. **Income Certifications/Leases.** Developer shall use residential lease forms acceptable to City and obtain written and signed certifications of residents in a form acceptable to City to determine the qualifications of the residents for occupancy of a Low Income Unit. Such leases or certifications shall contain clauses wherein each resident (a) certifies as to the accuracy of statements made relating to the resident's income, (b) agrees that resident income and other eligibility requirements shall be deemed substantial and material obligations of the tenancy, (c) agrees to comply all requests for information with respect thereto from Developer or City, and (d) agrees that failure to provide accurate information or refusal to comply with a request

for information shall be deemed a violation of a substantial obligation of the tenancy. Developer covenants and agrees to take such action as City deems necessary to comply with the covenants herein or to correct or cure any failure of the Developer to comply with the covenants herein, including, without limitation, the eviction of any tenant in accordance with applicable law. Lease forms which have been approved by Maine Housing shall be deemed approved by City.

6. **Real Estate Taxes.** Developer agrees that it shall pay all real estate taxes assessed on the Development during its ownership of the Development. Nothing contained in this section shall be deemed a waiver or limitation on Developer's right to seek abatement of property taxes if Developer believes the Development is over-assessed.
7. **Records.** Developer shall maintain and keep current all books, documents, plans and records concerning the Development, including, but not limited to, books and records related to compliance with the covenants contained in this Declaration. Such books, records, documents and plans shall be kept for: (a) a minimum of six (6) years after the expiration of the Qualified Project Period for those books, records, documents and plans pertaining to the rent and occupancy requirements described in Section 3 of this Declaration and the rent roll for all units in the Development; and (b) for a minimum of six (6) years after the end of the fiscal year or calendar year, as applicable, for all other books, records, documents and plans pertaining to the Development. Upon reasonable notice, City may audit and examine these books, records, documents and plans, and may inspect the buildings, grounds, equipment offices of the Development.
8. **Violation.** Developer shall immediately notify the City if Developer anticipates or discovers any noncompliance with any restriction or covenant in this Declaration, including, without limitation, noncompliance with the occupancy restrictions in Section 3 of this Declaration. Developer agrees to take such action as the City deems necessary to prevent noncompliance or to correct or cure any failure to comply with the covenants in this Declaration. In the event the Developer fails to comply with the covenants set forth herein, and fails to cure such non-compliance within any applicable cure period, the City shall be entitled to exercise any of its rights under the documents executed in connection with the AHTIF, maintain an action in law or in equity against the Developer to recover damages incurred by the City from such failure, including, without limitation, reasonable attorneys' fees and costs, and to require the Developer (through injunctive relief or specific performance) to comply with the provisions and covenants set forth herein and to immediately cure any failure to comply with the covenants set forth herein by the Developer.
9. **Indemnification.** Developer shall indemnify and hold City and its agents harmless from and against any and all claims, demands, liability, loss, cost or expense (including, but not limited to reasonable attorney's fees and other costs of litigation) which may be incurred by the City arising out of or in any way related to the Developer's breach of any of its obligations under this Declaration or any action taken by the City to enforce or exercise its rights under this Declaration as a result of such breach, except for claims arising from the gross negligence or willful acts of the City. The obligations under this section shall survive the termination or expiration of this Declaration as necessary to effectuate its provisions.

10. **Modifications.** This Declaration may be amended or modified, in whole or in part, only by written agreement of Developer and the City clearly expressing the intent to modify this Declaration.
11. **Severability.** The validity of any clause, part or provision of this Declaration shall not affect the validity of the remaining portions thereof.
12. **Successors and Assigns.** This Declaration shall be binding upon Developer's respective heirs, personal representatives, executors, administrators, successors and assigns and shall inure to the benefit of and be enforceable by City, its successors, transferees and assigns.
13. **Governing Law.** This Declaration shall be construed in accordance with and governed by the laws of the State of Maine.
14. **Notices.** Any notice or demand required or provided for in this Declaration shall be in writing and shall be deemed to have been sufficiently given for all purposes when hand-delivered or mailed by certified or registered United States mail, postage prepaid, or sent by overnight United States mail or overnight commercial delivery service to the Developer or the City at their respective addresses set forth herein, or at such other address as either of them may from time to time hereafter designate by notice given to the other as herein provided. The City shall endeavor to provide a copy of any notice to Developer with a copy to Counsel, or such other addresses as may from time to time hereafter be designated by notice given to the City as herein provided.
15. **Intercreditor.** This Declaration is subject to the terms and conditions of the Intercreditor and Subordination Agreement by and among Maine Housing, the City of Portland, _____, and _____ **[construction lender and any other entities providing financing will also be parties]** dated _____, to be recorded in the Cumberland County Registry of Deeds herewith.

Signature pages follow.

IN WITNESS WHEREOF, this Declaration has been duly executed by the Developer and City as of _____, 2026.

CITY OF PORTLAND, ME

Witness

By: _____
Danielle P. West
Its: City Manager

State of Maine
Cumberland, ss.

_____, 2026

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

Before me,

Notary Public/Attorney-at-Law

(Print or type name)

Signature page follows.

CUMBERLAND HOUSING, LP
By: COMB Block Development, LLC
Its: General Partner

Witness

By: _____
Leah Bruns
Its: President

State of Maine
Cumberland, ss.

_____, 2026

Personally appeared the above named Brian Frost, President of COMB Block Development, LLC, General Partner of Cumberland Housing, LP and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said limited liability company and limited partnership.

Before me,

Notary Public/Attorney-at-Law

(Print or type name)

EXHIBIT A

CITY OF PORTLAND

**~~BOYD HOUSING AND~~ CUMBERLAND HOUSING AFFORDABLE HOUSING
DEVELOPMENT AND TAX INCREMENT FINANCING DISTRICT**

DEVELOPMENT PROGRAM

Date: ~~September 22, 2025~~ _____, _____, 2026

TABLE OF CONTENTS

~~Boyd Housing and~~ Cumberland Housing Affordable Housing Development and Tax Increment Financing District Development Program

Article I. Introduction and Summary of Benefits

Article II. Development Program Narrative and Designation of the District

- Section 2.01 Statement of Means and Objectives
- Section 2.02 Brief Discussion of Financial Plan
- Section 2.03 Project Cost Descriptions
- Section 2.04 Relocation Plan
- Section 2.05 Environmental Controls
- Section 2.06 District Operation
- Section 2.07 Assurance of Compliance
- Section 2.08 Program Duration
- Section 2.09 Approval Considerations and Characteristics of the District
- Section 2.10 Designation of the District

Article III. Financial Plan

- Section 3.01 Cost Estimates for the Development Program
- Section 3.02 Amount of Indebtedness to be Incurred
- Section 3.03 Sources of Anticipated Revenues
- Section 3.04 Estimated Increased Assessed Value; Portion Applied to Development Program
- Section 3.05 Description of Terms and Conditions of ~~Agreements~~Agreement
- Section 3.06 Calculation of Tax Shifts

Article IV. Municipal Approvals

- Section 4.01 Public Hearing
- Section 4.02 Authorizing Votes

Exhibits

- Exhibit A Estimated Allocation of Tax Increment and Estimated Tax Increment Revenues
- Exhibit B Estimated Development Costs
- Exhibit C Property Description and Configuration of the District
- Exhibit D Certificate of Assessor
- Exhibit E Credit Enhancement Agreement
- Exhibit F Tax Shift Computations
- Exhibit G Notice of Public Hearing
- Exhibit H City Council Orders
- Exhibit I Declaration of Covenants, Conditions and Restrictions
- Exhibit J District Narrative

Boyd Housing and Cumberland Housing
Affordable Housing Development and Tax Increment Financing District Development Program

Article I. Introduction and Summary of Benefits.

A. Affordable Housing Development District. This Development Program provides for the creation of an Affordable Housing Development District located at 181 Cumberland Avenue in Portland (022 H001001). The area includes approximately .55 acres in the B-1 and B-2b Community Business zones. Multifamily is a permitted use in both zones. By providing for the reinvestment of a portion of the new or incremental tax revenues in the District, the District will provide an impetus for affordable housing development within the District and the development of affordable, livable housing and the containment of the costs of unplanned growth in the City.

B. Benefits of the District.

1. Affordable Housing. This Development Program will provide for the development of affordable housing in the City and the containment of the costs of unplanned growth.

2. No City Bonds or Risks. The District will not involve any borrowings by or the issuance bonds of the City to pay for any of the costs of the Development Program and will not affect existing tax revenues in any way.

3. Additional Tax Revenues. Creation of the District and Development Program will result in additional tax revenues for the City.

4. Shelter of New Tax Base Growth. Seventy-five percent (75%) of the captured assessed value of the District will be sheltered from the otherwise negative impacts of new development that result in increased county taxes and loss of State aid to education and revenue sharing when new development occurs without the creation of an Affordable Housing Tax Increment Financing District. The sheltered portion of the tax increment revenues will be used to pay Project Costs.

Article II. Development Program Narrative and Designation of the District.

Section 2.01: Statement of Means and Objectives. The City of Portland (“the City”), like many other Maine municipalities, desires to provide affordable housing in the City and to contain costs of unplanned growth by providing the facilities described in this Development Program.

In order to fulfill these goals, certain property has been proposed as the ~~Boyd Housing and~~ Cumberland Housing Affordable Housing Development Tax Increment Financing District (the “District”). The Development Program described herein will serve the purpose of administering the District as an Affordable Housing Development District pursuant to Chapter 206, subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended (the “Development Program”). Upon approval by the City of Portland designating the District and adoption of this Development Program by the City, the designation of the District and adoption of the Development Program will become final immediately, subject only to approval by the Director of the Maine State Housing Authority. The Development Program provides for affordable housing similar in some respects to the economic development incentives called municipal tax increment financing (“TIF”) similar to that adopted by a number of other Maine municipalities including the City. A Development District involves the creation of a geographically defined district in the City and the “capture” or reinvestment of some of the new increased

or “incremental” tax revenues generated on the increased assessed value of property in the District to pay certain costs of the development.

The District is designed to stimulate development of affordable housing in the City by allocating certain tax revenues generated on the increased assessed value in the District to Project Costs, consisting of allowable operating costs per 30-A M.R.S.A. §5249 and described in Section 2.03 ~~hereof by Boyd Housing, LP, its successors and assigns and allocating certain tax revenues generated on the increased assessed value in the District to Project Costs, consisting of allowable operating costs per 30-A M.R.S.A. §5249 and described in Section 2.03~~ hereof by Cumberland Housing, LP, its successors and assigns (~~collectively~~, the “Developers/Developer”). Under the Development Program, the City will make portions of the tax increment revenues as set forth in Section 3.04 hereof and under the Credit Enhancement ~~Agreements~~Agreement attached hereto as Exhibit E (the “Credit Enhancement ~~Agreements~~”) from the District available to the Developers pursuant to the Credit Enhancement ~~Agreements~~. These revenues will be used either to pay or reimburse the Developers for Project Costs per Section 2.03 directly. All additional Project Costs will be the responsibility of the Developers, its successors or assigns. All tax increment revenues following expiration of the term of the Credit Enhancement ~~Agreements~~ will go directly into the City's general fund.

The District will result in significant new tax revenues for the City.

The Development Program thus will provide significant public benefit to the City by providing for the development of affordable housing in the City and for new tax revenues. The means and objectives of the Development Program are to provide: financial assistance towards Project Costs, and the development of affordable housing in the City.

The City, by adopting this Development Program, finds that the Development Program described herein, including the Capital Project, will provide substantial affordable housing in the City, thereby accomplishing an important public purpose. A narrative description of the District is attached and incorporated in Exhibit J (Narrative) hereof, and is intended to be part of the Development Program.

Section 2.02: Brief Discussion of Financial Plan. The following is a brief summary of the Financial Plan. The Financial Plan is set forth in greater detail in Article III of this Development Program. As described in Section 3.04 hereof and Exhibit A hereof, the property taxes assessed by the City upon the Increased Assessed Value of property in the District (the “Tax Increment”) resulting from the investments by the Developers will be captured or used by the City under the Development Program to pay Project Costs described in Section 2.03 hereof. The development costs and sources and uses of funds associated with the Development Program within the District are described in Article III. The Project Costs and any continuing investment by Developers will be financed by Developers through equity of and loans to the Developers, its successors or assigns, and the tax increment revenues from the District. As part of the Development Program, the City and Developers will enter into a Credit Enhancement ~~Agreements for each project separately~~ pursuant to which the City will pay to Developers the percentage of Tax Increment Revenues from the Increased Assessed Value with respect to property in the District, described herein as the Tax Increment Revenues (Developer’s^{ss} Share) for the term of the District to pay Project Costs related thereto. All tax revenues from the District not payable to Developers under the Credit Enhancement ~~Agreements~~ will be paid to the General Fund of the City. Any tax revenues presently generated on existing property in the District will continue to be paid to the General Fund of the City. The Development Program costs will be paid only from the Tax Increment on assessed value produced by new development in the District occurring after the tax year ending on the March 31st prior to adoption of this Development Program.

Section 2.03: Project Costs Descriptions.

A. Project General Description. Portland Housing Development Corporation is proposing the development of a seven-story, 91 unit building on approximately .55 acres to be known as the ~~Boyd Housing and~~ Cumberland Housing Affordable Housing Development and Tax Increment Financing District. ~~The District would have two Credit Enhancement Agreements and two Declaration of Covenants; the first between the City of Portland and Boyd Housing, LP (for Boyd Housing), and the second between the City of Portland and Cumberland Housing, LP (for Cumberland Housing). Boyd Housing would be comprised of 41 units within the overall 91 unit project. Cumberland Housing would be comprised of 50 units within the overall 91 unit project. The ownership structure includes an option for Cumberland and Boyd to create a two-unit condominium, pursuant to the Option to Purchase and Lease Agreement.~~ The Capital Project at 181 Cumberland Avenue involves the construction of a seven-story, 91 unit building on approximately .55 acres, into an affordable housing neighborhood. The objective of the project is that 89% of the units in the District would be affordable housing, meaning a decent, safe and sanitary dwelling, apartment or other living accommodation for a household whose income does not exceed 80% of the median income for the area as defined by the United States Department of Housing and Urban Development. The project consists of the construction of a ninety-one (91) unit, mixed-income housing development with 55 (fifty-five) of the total units affordable to households at or below 50% of the area median income, 10 (ten) of the total units affordable to households at or below 60% of the area median income, 16 (sixteen) of the total units affordable to households at or below 80% of the area median income, and the remaining 10 (ten) units at market price. Affordable and market rate units will be made available for occupancy in an order that results in 89% of the total units in the District being affordable at all times. The zoning for the project assures that this number of units and this affordability objective will be met. ~~Boyd Housing consists of 41 (forty-one) units of low income housing development with 25 (twenty-five) units affordable to households at or below 50% of the area median income, and 16 (sixteen) units affordable to households at or below 80% of the area median income. Cumberland Housing consists of 50 (fifty) units of mixed income housing development with 30 (thirty) units affordable to households at or below 50% of the area median income, 10 (ten) units affordable to households at or below 60% of the area median income, and 10 (ten) units at market rate.~~

The project is projected to have a total local increased assessed valuation at build out of approximately \$13,582,980 based upon current real estate values and City assessment practices. Based upon the estimated tax rate upon completion, the project will generate approximately a thirty year annual average of \$210,912 in tax increment revenues to the Developers at full build out. A portion of this new revenue would be offset by increased county taxes and reduced state revenue sharing and education funding resulting from the increased state valuation, were it not included in a Development District.

“Project Costs” as defined in Title 30-A, Chapter 206, Section 5249 of the Maine Revised Statutes will include operating costs, including but not limited to property management and administration, utilities, routine repairs and maintenance, insurance, real estate taxes and funding of a projects capital reserve account.

B. Need for the Affordable Housing TIF. Over the 30-year TIF, the estimated average annual payment is \$210,912 (as set forth in Exhibit A). Developer's² Share of the Tax Increment Revenue is designated to pay Qualified Reimbursable Costs, as defined in the Credit Enhancement Agreements, for the project at 181 Cumberland Avenue. The Tax Increment Revenue described in section 3.04 will help pay for operating costs over a period of thirty (30) years. Without the TIF and these other funding sources the project could not go forward.

The Municipal Affordable Housing Development District law enacted by the Maine Legislature in 2003 creates an opportunity to fill this gap in the project financing through the mechanism of the TIF program. The program operates essentially the same way that the traditional commercial TIF program has with a few exceptions. The Affordable Housing TIF program is administered by the Maine State Housing Authority.

Section 2.04: Relocation Plan. No relocation is necessary as a result of this project. The 40 existing Public Housing Units located within the four buildings (25 Boyd Street, 9 Boyd Street, 20 Mayo Street and 24 Mayo Street) that are located at CBL 022 H001001 are currently vacant.

Section 2.05: Environmental Controls. All environmental controls required by law shall apply to development in the District, including any applicable requirements of the City of Portland Zoning Ordinance and all applicable State and Federal environmental laws and regulations.

Section 2.06: District Operation. The day-to-day operations of the District will require no substantial efforts by the City. Portland Housing Authority (dba Porthouse Management), its successor or assigns, will as property manager operate the improvements constructed and owned by Developers and pay all maintenance and operational expenses of its facilities. The City, however, will be responsible for maintenance and operation of any part of the District that may become a public road or other public facility.

Section 2.07: Assurance of Compliance. The City hereby determines that the District and this Development Program complies with the provisions of 30-A M.R.S.A. § 4349-A (growth management). The proposed development in the District is consistent with the Comprehensive Plan for the City of Portland which includes the City's Comprehensive Plan, which calls for additional affordable housing in the City.

Section 2.08: Program Duration. In accordance with recent changes approved by the Legislature in L.D. 1783, the duration of an affordable housing tax increment financing district may not exceed the earlier of 30 years after the Tax Year in which the affordable housing is placed in service, as evidenced by issuance of a municipal certificate of occupancy, and 35 years after the Tax Year in which the development program for the district is approved by the Director of the Maine State Housing Authority. The period from April 1 of each year through March 31 of the next year is referred to herein as a "Tax Year." The Tax Year in which the Development Program is expected to be approved by the Director of the Maine State Housing Authority begins April 1, 2025. If so, the latest possible final Tax Year of the Development Program would begin April 1, 2059.¹ Assuming the Director approves the Development Program during the April 1, 2025 Tax Year, the term of this Development Program will be thirty Tax Years and will commence on April 1 of the Tax Year during which the City issues a certificate of occupancy for the project and will end on the earlier of (i) March 31 of the thirtieth Tax Year of the term, or (ii) March 31, 2060.

Section 2.09: Approval Considerations and Characteristics of the District.

A. Statutory Considerations for Approval. Before designating the District and before establishing this Development Program, the City has considered any evidence presented at such public hearing and has considered whether the District and Development Program will contribute to the expansion of

¹ In L.D. 1783, the Legislature enacted amendments to 30-A MRSA § 5248(2)(G) which become effective September 23, 2025 and impact the start and end dates of affordable housing tax increment financing districts. Although L.D. 1783 is not currently in effect, it is anticipated to be in effect at the time the AHTIF District Program becomes effective.

affordable housing opportunities within the City and to the betterment of the health, welfare or safety of the inhabitants of the City. The City hereby determines and finds that the District created hereunder and this Development Program will make a contribution to the expansion of affordable housing opportunities within the City and the betterment of the health, welfare or safety of its inhabitants, constituting good and valid public purposes and that any adverse economic effect on or detriment to any existing property interests is outweighed by the contribution made by the District and the Development Program to the availability of affordable housing within the City and to the betterment of the health, welfare and safety of its inhabitants.

B. Statutory Conditions for Approval; Physical Characteristics. The City hereby finds and determines that the District satisfies the conditions imposed under Chapter 206, subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended, as a prerequisite to designation of the District, including those relating to the physical description of the District and to certain financial and statistical information as follows:

(i) All of the land in the District is suitable for residential uses, is zoned for residential uses, and is in need of rehabilitation or redevelopment and therefore at least 25%, by area, of the real property within the District meets at least one of the following statutory criteria: (1) be suitable for residential use; (2) be a blighted area; or (3) be in need of rehabilitation or redevelopment;

(ii) The total municipal acreage is 13,785.6 acres; the area of the proposed Cumberland~~and~~ ~~Boyd~~ Housing District would be approximately 0.55 acres and is submitted in conjunction with 186 Woodford (0.43 acres), Front St Phase III (0.4121 acres), Prosperity Place 1125 Brighton (0.77 acres), and Mayo Housing (0.42 acres) for an aggregate total of 2.5821 acres, which represents less than 2% (or 0.0187%) of the total acreage of the City. The total area of the proposed AHTIF Districts (2.5821) and the total area of all development districts in the City (890.8614) totals 893.4435 acres which is approximately 6.481% (893.4435/13,785.6) of total municipal acreage of the City. The 893.4435 acres includes two exempt districts—a Transit Oriented TIF District (30.00 acres) and a Downtown/Transit Oriented TIF District (416.1688 acres)—which, when subtracted from the 893.443 acres is 447.275 acres, which is 3.255% (447.275/13,785.6) of the total acreage of the City and thus does not exceed 5% of the total acreage of the City. The total area of all existing affordable housing tax increment financing districts (37.8227) and the proposed AHTIF Districts is 40.4048 acres or 0.2930% of the total acreage of the City (40.4048/13,785.6) and does not exceed 5% of the total acreage of the City

(iii) The Original Assessed Value of the proposed Affordable Housing TIF Districts (\$69,300), which includes the Original Assessed Value of the proposed Cumberland~~and~~ ~~Boyd~~ Housing (\$0.00) and the Original Assessed Values of Front Street Phase III (\$69,300), 186 Woodfords District (\$0.00), Prosperity Place at 1125 Brighton Avenue (\$0.00), and Mayo Housing (\$0.00), combined with the Original Assessed Value of all existing Affordable Housing TIF Districts (\$4,961,161) within the City totals \$5,030,461. The taxable property value as of the April 1st before MaineHousing approval (4/1/2025) equals \$20,099,365,123. As the aggregate OAV as a percent of taxable value is 0.025%, the amount of Original Assessed Value does not exceed 5% of the total value of taxable property within the City as of the April 1st preceding the date of MaineHousing approval of the District.

C. Community Housing Need. The City finds that this Capital Program will meet a community housing need identified in the City's Comprehensive Plan. The Credit Enhancement Agreements provide a mechanism to ensure the ongoing affordability for a period of at least 30 (thirty) years, which mechanism is the Declaration attached hereto as Exhibit I. The District is primarily a residential development in which 89% of the dwelling units will be affordable housing and that may be designed to be compact and walkable and to include internal open space, other common open space and one or more

small-scale nonresidential uses of service to the residents of the development. The Developers and the City shall comply with any rules adopted by the Maine State Housing Authority and with any conditions of approval imposed by the Maine State Housing Authority following designation of the District. The City shall report annually to the Director of the Maine State Housing Authority regarding the status of the District, including the following matters as required by law: (a) certify that the public purpose of the District is being met; (b) account for any sales of property within the District; and (c) certify that rental units within the District remain affordable.

Section 2.10: Designation of the District. The City, by adoption of this Development Program, hereby designates the ~~Boyd Housing and~~ Cumberland Housing Affordable Housing Development and Tax Increment Financing District as an Affordable Housing Development District and as an Affordable Housing Tax Increment Financing District. A plan depicting the District is attached hereto as Exhibit C and the District is further described therein.

Article III. Financial Plan.

Section 3.01: Cost Estimates for the Development Program. The estimated expenses of the Project Costs are set forth in Exhibit B.

Section 3.02: Amount of Indebtedness to be Incurred. The City will not incur any indebtedness in connection with the Development Program. The Development Program will be financed through a combination of funds of the Developers, its successors and assigns, various loans and the Tax Increment of the District.

Section 3.03: Sources of Anticipated Revenues. The source of the revenue to be used to pay the Project Costs of this Development Program is a portion of the Tax Increment on the Increased Assessed Value of the District. Tax Increment means all Property Taxes assessed by the City, in excess of any state, county or special district tax, upon the Increased Assessed Value of all property in the District. Increased Assessed Value means the valuation amount by which the Current Assessed Value of the District exceeds the Original Assessed Value of the District. Current Assessed Value means the assessed value of the District certified by the municipal assessor as of April 1st of each year that the District remains in effect. Property Taxes means any and all ad valorem property taxes levied, charged or assessed against property by the City or on its behalf.

Original Assessed Value means the assessed value of the District as of March 31, 2025. Attached hereto as Exhibit D is the anticipated form of certification of Original Assessed Value by the Assessor of the City of Portland in accordance with the requirements of Title 30-A § 5250-A of the Maine Revised Statutes. All Property Tax on the Original Assessed Value shall continue to be deposited in the general fund of the City.

The City will deposit the Tax Increment Revenues (Developer's Share) as described in Section 2.02 and Section 3.04 hereof and in Exhibit A into the Project Cost Account of the Affordable Housing Development Program Fund and pay such Tax Increment (Developer's Share) to Developers in accordance with the terms of the Credit Enhancement Agreement to be entered between the City and the Developers.

Section 3.04: Estimated Increased Assessed Value; Portion Applied to Development Program. The percentage of the Increased Assessed Value of the District to be retained as Captured Assessed Value in each year is 75% (Seventy-five percent). Such Captured Tax Increment Revenues will be returned to the Developers each year in the manner described below.

In the event of a revaluation of taxable property within the City, the Captured Assessed Value of this District may be adjusted in proportion to the change in taxable assessed property valued within the District in the year of the revaluation resulting from such revaluation.

The Tax Increment Revenues (Developer's Share) to be paid to the Developers each year during the term of this Development Program will be an amount which shall be captured and retained to reimburse the Developers for Project Costs pursuant to the Credit Enhancement Agreements, which will be the entire amount of the 75% (Seventy-five percent) of captured revenue. The percentage determination of the Tax Increment Revenues (Developer's Share) as determined as described above shall apply regardless whether the actual Tax Increment Revenues are more or less than the estimated or projected Tax Increment Revenues set forth in Exhibit A.

"Tax Shift Formulas" mean the formulas utilized by the State of Maine in calculating: (a) the county tax payable in accordance with 30-A M.R.S.A. § 706 and 36 M.R.S.A. §§ 305(1), 381, as amended, and any successor provisions; (b) the municipal revenue sharing distribution of the Local Government Fund in accordance with 30-A M.R.S.A. §5681, as amended, and any successor provision, provided, however, that distribution of the Disproportionate Tax Burden Fund (the Revenue II fund), if any, shall not be taken into consideration in such calculation since taxes assessed on captured value within a tax increment financing district are included in the amounts of the property assessed in determining allocations of such Disproportionate Tax Burden Fund; and (c) State aid to education, including aid for total operating costs, total program cost allocation (taking into account the maximum local share or circuit breaker) and total debt service cost allocation (taking into account the maximum local share or circuit breaker), but not taking into account any hold harmless or hardship cushion that results in additional State aid to education to the prior year's level even through the calculation would have resulted in a reduction, all as computed in accordance with Maine Department of Education Form ED 261 or any successor form.

The amount of Tax Increment from the total Increased Assessed Value that is to be paid each year to the Developer under the Credit Enhancement Agreements to pay or reimburse Project Costs is hereinafter called the "Tax Increment Revenues (Developer's Share)."

The table attached hereto as Exhibit A also sets forth: (i) the annual estimates of the Increased Assessed Value of the District resulting from implementation of the Development Program; (ii) the estimated annual Tax Increment Revenues per year on the Increased Assessed Value following implementation of the Development Program, stated respectively as (a) a total, and (b) the estimated amount of the Tax Increment Revenues (Developer's Share)

Based on the manner in which Tax Increment Revenues (Developer's Shares) are defined, a share of the incremental property tax revenues derived from the increased valuation will be returned to the Developer to cover the Project Costs as described in Section 2.03 hereof.

To comply with the provisions of the State of Maine, the Credit Enhancement Agreements include provisions for the recapture of certain amounts relating to any affordable rental housing units that are not maintained as affordable for a period of at least thirty years.

Under this program and the Credit Enhancement ~~Agreements~~Agreement, Captured Assessed Value will be 75% (Seventy-five percent) of the Increased Assessed Value. Accordingly, 75% (Seventy-five percent) of the Tax Increment Revenues for each year during the term of the District shall be paid to the ~~Developers~~Developer each year pursuant to the Credit Enhancement ~~Agreements~~Agreement. ~~The Developers will split the Tax Increment Revenues evenly for each year between the Boyd and Cumberland developments. Although Boyd has fewer units, the unit sizes are larger (1BR and 2BR), while the Cumberland side is mostly studios. This makes their square footage almost an exact 50/50 split.~~

- An Affordable Housing Development Program Fund shall be established by the City consisting of a Project Cost Account. The Project Cost Account will be pledged to and charged with payment of amounts due to ~~Developers~~Developer under the Credit Enhancement ~~Agreements~~Agreement. Upon receipt of each payment of property tax with respect to property in the District, the City shall deposit into the Project Cost Account according to the terms of the Credit Enhancement ~~Agreements~~Agreement 75% (Seventy-five percent) of that portion of the payment constituting Tax Increment Revenues. The amounts in the Project Cost Account shall be used and applied solely to fund the payments to ~~Developers~~Developer under the Credit Enhancement ~~Agreements~~Agreement.

Section 3.05: Description of Terms and Conditions of ~~Agreements~~Agreement. A description of the terms and conditions of the agreements, contracts and obligations to be entered into by the City is set forth in the Credit Enhancement ~~Agreements~~Agreement to be entered into by the City and the ~~Developers~~Developer which will be substantially in the form attached hereto as Exhibit E. The Credit Enhancement ~~Agreements~~Agreement set forth the obligations of the City to pay to ~~Developers~~Developer each year during the term of that Agreement Tax Increment Revenues (~~Developers'~~Developer's Share) from all Property Tax with respect to all property in the District.

Section 3.06: Calculation of Tax Shifts. In accordance with Maine statutes governing the establishment of affordable housing development districts, Exhibit F identifies the estimated tax shifts which will result during the term of the District from the establishment of the District, using formulas approved by the Director of the Maine State Housing Authority. Exhibit F also contains a summary of the methodology and calculations utilized in calculating such estimated tax shifts.

The ~~Boyd Housing and~~ Cumberland Housing projects will pay property taxes to the City based upon the local assessed valuation of the project and the City's annual tax rate. Exhibit A shows the estimated property taxes that will be paid by the project over the next 30 years based upon the estimated local assessed valuation and the estimated tax rate of \$15.01/\$1,000 for the first year of the District.

If the project is not part of a TIF, some of these new tax revenues will be offset by what are commonly called tax shifts. Since the City's total state valuation will be higher as a result of the project, its share of Cumberland County taxes will increase. The increased valuation and population will change the amount the City receives in State Revenue Sharing. The increased valuation and increased school enrollment will change the amount the City receives in state education aid.

Exhibit F thus shows the estimated amount of these tax shifts compared to what they would be if the new valuation is "sheltered" in a TIF and, therefore, does not get counted in the City's state valuation that is used in calculating county tax, revenue sharing and state education aid.

The actual extent and amount of the tax shifts can vary from this estimate since they are controlled by factors outside the City's control such as the rate of increase in the County budget, the amount of state sales and income tax collected, the amount of funding provided by the state for education aid, and the formula used to distribute that aid. So the extent and value of the shifts could be more or less than estimated.

Article IV. Municipal Approvals.

Section 4.01: Public Hearing. Before designating the District, the City legislative body of the City held a public hearing. Notice of the hearing was published on July 29, 2025, a date that was at least 10 days before the hearing, in The Portland Press Herald, a newspaper of general circulation within the City. Attached hereto as Exhibit G is a copy of the Notice of Public Hearing. The Public hearing was held in accordance with the requirements of 30-A M.R.S.A. § 5250 on August 11, 2025. At the public hearing, interested parties were given a reasonable opportunity to present testimony concerning the District and the Development Program. Before amending the District, the City legislative body of the City held a public hearing. Notice of the hearing was published on _____, a date that was at least 10 days before the hearing, in The Portland Press Herald, a newspaper of general circulation within the City. Attached hereto as Exhibit G is a copy of the Notice of Public Hearing. The Public hearing was held in accordance with the requirements of 30-A M.R.S.A. § 5250 on _____. At the public hearing, interested parties were given a reasonable opportunity to present testimony concerning the District and the Development Program.

Section 4.02: Authorizing Votes. Attached as Exhibit H is a copy of the Orders proposed for adoption by the City Council of the City of Portland at a meeting thereof duly called and held on August 11, 2025 and amended on _____, 2026 designating the District and adopting the Development Plan.

The undersigned, being the City Manager of the City of Portland, certifies that all of the information contained herein is true and correct to the best of my knowledge.

Dated: _____

Danielle P. West, City Manager,
City of Portland, ME

EXHIBIT J DISTRICT NARRATIVE

DISTRICT AND DEVELOPMENT PROGRAM DESCRIPTION

~~BOYD HOUSING AND~~ CUMBERLAND HOUSING AFFORDABLE HOUSING DEVELOPMENT AND TAX INCREMENT FINANCING DISTRICT

The information contained in this Narrative is intended to be part of the Development Program

District Description/Residential Use

Portland Housing Development Corporation proposes to demolish the four existing multifamily buildings containing 40 vacant-units of public housing located on the parcel of land bound by Cumberland Avenue, Oxford Street, Mayo Street, and Boyd Street (COMB Block) to create a seven-story, mixed-income building for older adults (55+) at 181 Cumberland Avenue, also known as COMB Block Phase II. The proposed 91 unit building on approximately .55 acres is to be known as the ~~Boyd Housing and~~ Cumberland Housing Affordable Housing Development and Tax Increment Financing District. ~~The project is currently structured as a “Twin”—one physical building with two complete legal structures, one using 9% LIHTC and the other using 4% LIHTC. The District would have two Credit Enhancement Agreements and two Declaration of Covenants; the first between the City of Portland and Boyd Housing, LP (for Boyd Housing), and the second between the City of Portland and Cumberland Housing, LP (for Cumberland Housing). Boyd Housing would be comprised of 41 units within the overall 91 unit project. Cumberland Housing would be comprised of 50 units within the overall 91 unit project.~~ The Capital Project at 181 Cumberland Avenue involves the construction of a seven-story, 91 unit building on approximately .55 acres, into an affordable housing neighborhood. The objective of the project is that 89% of the units would be affordable housing, meaning a decent, safe and sanitary dwelling, apartment or other living accommodation for a household whose income does not exceed 80% of the median income for the area as defined by the United States Department of Housing and Urban Development. Within the 91 unit mixed-income building, 55 units would be affordable to households at or below 50% of the area median income, 10 units would be affordable to households at or below 60% of the area median income, 16 units would be affordable to households at or below 80% of the area median income, and the remaining 10 units would be at market price. The project would set aside 20% of units (19 units) for Persons Experiencing Homelessness or persons who have disabilities, are victims of domestic violence, or have other special housing needs, to create permanent supportive housing for persons who require that level of intervention within the special needs’ population. The building would offer 45 studio units, 41 one-bedroom units, and 5 two-bedroom units. The building would include a community room, fitness room, laundry rooms, trash room, bike storage, and lobby. The site includes common outdoor greenspace. 181 Cumberland Avenue would be operated by the Portland Housing Authority, who would provide an on-site Resident Services Coordinator free of charge to residents. PHA received approval in September 2024 from HUD under Section 18 Demolition and Disposition of the Housing Act of 1937 to re-develop the COMB Block public housing. PHA intends to commit approximately 40 Project-Based Vouchers for returning residents, mostly with Extremely Low-Incomes. The project would comply with the City’s Green Building Ordinance and the accessibility requirements of the Fair Housing Act and the Maine Human Rights Act for multi-family housing.

District Acreage

The total municipal acreage is 13,785.6 acres; the total area of the proposed AHTIF Districts would be approximately 2.5821 acres and thus such area represents less than 2% (or 0.0187%) of the total acreage of the City. The total area of the proposed AHTIF Districts (2.5821) and the total area of all development districts in the City (889.914) totals 892.4961 acres which is approximately 6.474% (892.4961/13,785.6) of

total municipal acreage of the City. The 892.4961 acres includes two exempt districts—a Transit Oriented TIF District (30.00 acres) and a Downtown/Transit Oriented TIF District (416.1688 acres)—which, when subtracted from the 892.4961 acres is 446.3273 acres, which is 3.237% ($446.3273/13,785.6$) of the total acreage of the City and thus does not exceed 5% acreage of the City. The total area of all existing affordable housing tax increment financing districts and the proposed AHTIF Districts is 40.4048 acres or 0.2930% of the total acreage of the City ($40.4048/13,785.6$) and does not exceed 5% of the total acreage of the City.

181 Cumberland Avenue is located in the B1 Neighborhood Business zone and the B2-b Community Business zone. One hundred percent of the district acreage is suitable for residential use. The proposed use is a use that is permitted by rights within the B1 and B2-b zones. Relevant sections of the B-1 include:

- B-1: The zone encourages both vertical and horizontal mixed-use, such as a commercial first floor with residential uses above, combined retail/office uses in a multi-story structure (vertical), or commercial uses mixed with three-family, four-family, townhouse, and multi-family structures across the face of a block (horizontal).
- B-2 B: The B-2b zone encourages mixed-use development, and provides locations for moderate to high-density housing in urban neighborhoods along arterials.

Original Assessed Value of District

The Original Assessed Value of the proposed Affordable Housing TIF Districts (\$69,300) combined with the Original Assessed Value of all existing Affordable Housing TIF Districts within the City totals \$5,030,461. The taxable property value as of the March 31st before MaineHousing approval (3/31/2025) equals \$14,872,866,446. As the aggregate OAV as a percent of taxable value is 0.0338%, the amount of Original Assessed Value does not exceed 5% of the total value of taxable property within the City as of the March 31st preceding the date of the designation of the District.

Development Program Start and End Dates

The first Tax Year of the Development Program begins April 1, 2025 and the last Tax Year of the Development Program begins April 1, 2054. The municipal tax year begins April 1 through March 31. The municipal fiscal year begins July 1 through June 30. The Development Program Agreement is included as Attachment 7.

Identified Housing Needs in the Municipality

The COMB Block Phase Two project aligns with Portland's Comprehensive Plan, which was adopted by City Council on June 5, 2017, and which identified a desire to "increase, preserve, and modify the overall supply of housing City-wide to meet the needs, preferences and financial capabilities of all Portland households."

Portland's economy depends upon the availability of a diverse and affordable array of rental housing options. However, Portland has the highest housing costs in the state of Maine, and rising rental housing costs have become increasingly out-of-reach for many lower- and moderate-income citizens. According to the 2022 US Census ACS 5-year estimate, approximately 44% of renter-occupied households in Portland were cost-burdened, meaning the household pays more than 30% of their total income on housing costs. The city continues to see both renter and homeowner households struggling to compete in the current market. The city recorded 489 total new units completed in 2023, with only 141 of those units affordable to households earning at or below 80% Area Median Income. The COMB Block Phase Two project would provide affordable rental rates and restrict units to low- and moderate-income residents.

Primary Residential Development

The proposed development is for residential use. The building would contain apartments, and accessory residential uses. 100% of the site acreage (0.55 acres) would be used for residential or accessory uses to residential.

181 Cumberland Avenue would contain several uses related to the residential use. The building would also include a community room, fitness room, meeting room, laundry rooms, lobby, trash room, and bike storage. The site includes common outdoor greenspace.

Affordable Housing

This new construction project would provide 91 units of affordable rental housing. Approximately 60% (or 55) of the units would be reserved for households earning 50% of area median income (AMI) or less, 10% (or 10) of the units would be reserved for households earning 60% of area median income (AMI) or less, 18% (or 16) of the units would be reserved for households earning 80% of the area median income or less, and the remaining 10 units will be market rate. The zoning for the project assures that this number of units and this affordability objective would be met.

Mechanism to Ensure Ongoing Affordability

The development within the district will remain affordable for 30 years. A Declaration of Covenants and Restrictions (see Attachment 3.2) requiring income affordability will be recorded in the Cumberland County Registry of Deeds. Ongoing rental restrictions and program requirements by MaineHousing will last a minimum of 45 years. There will be continued oversight and involvement by City of Portland and MaineHousing.

Operation of Housing and Facilities in the District

Portland Housing Authority (PHA) will be the Management Agent at 181 Cumberland Avenue.

Specific Uses of TIF Revenue

Revenue from the Affordable Housing Tax Increment District (AHTIF) would be used to reduce operating costs at 181 Cumberland Avenue, such as maintenance and utilities. The funds received over the lifetime of the AHTIF will support the project in providing new, high quality, affordable apartments. Without these funds, the development of 91 apartments serving a broad cross-section of Portland residents would not move forward.

Specific improvements or activities to be funded with tax increment revenues	Timing of each planned improvement	Amount (\$) to be funded with tax increment revenues	Amount to be funded by other sources	Location within or outside of district?	Resulting public benefit
Project Operating Costs	Annually	\$210,912	\$584,818	Within	Affordable rental housing

					units
Total Costs		\$210,912	\$584,818		

Financial Plan for Each Year the Development will be in Effect

COMB Block Phase Two would provide 91 units of affordable rental housing. Approximately 60% (or 55) of the units would be reserved for households earning 50% of area median income (AMI) or less, 10% (or 10) of the units would be reserved for households earning 60% of area median income (AMI) or less, 18% (or 16) of the units would be reserved for households earning 80% of the area median income or less, and the remaining 10 units would be market rate. As part of the Maine Housing 9% LIHTC competition and financing process, COMB Block Two hopes to secure up to 40 Project Based Vouchers (PBVs). This would provide up to 44% of the entire units with a deep subsidy for households with special housing needs.

Attachment 9 outlines the estimate of increased assessed value of the district and a calculation of estimated tax shifts showing the effect on the City of Portland's state revenue sharing, education subsidies, and county taxes resulting from creation of the district and the capture of increased assessed value. The development will be financed with a combination of local, state and federal funding including low income housing tax credits. The estimated combined total development cost for the apartment building is \$35,866,594. Approximately \$17,216,718 in LIHTC Net Equity, \$14,339,062 in Maine Housing Subsidy, \$2,850,000 in AHP Direct Subsidy, and \$1,210,814 Deferred Developer Fee. An itemized development budget showing all sources and uses of funds for development is included in Attachment 9.

Estimated total tax increment revenues \$2,476,329

Total annual revenue sharing tax shift \$20,017

Total annual education subsidy tax shift \$58,448

Total annual county tax shift \$4,080

Allocation of Total Tax Increment Revenue from the District

Under this program and the Credit Enhancement Agreements, Captured Assessed Value will be 75% (Seventy-five percent) of the Increased Assessed Value. Accordingly, 75% (Seventy-five percent) of the Tax Increment Revenues for each year during the term of the District shall be paid to the Developers each year pursuant to the Credit Enhancement Agreements. ~~The Developers will split the Tax Increment Revenues evenly for each year between the Boyd and Cumberland developments. Although Boyd has fewer units, the unit sizes are larger (1BR and 2BR), while the Cumberland side is mostly studios. This makes their square footage almost an exact 50/50 split.~~

Relocation Plan

The 40 existing Public Housing Units at the COMB Block located within the four buildings, 25 Boyd Street, 9 Boyd Street, 20 Mayo Street, and 24 Mayo Street in Portland, are currently vacant and do not require any additional relocation of tenants.

Description of Environmental Controls to be applied

This project is committed to following all local and state laws and regulations. Locally, the project was approved by the planning board during a public hearing held on May 27, 2025. The project is

subject to the Site Plan and Subdivision Ordinance of the Land Use Code. All environmental controls required by law shall apply to development in the District, including any applicable requirements of the City of Portland Zoning Ordinance and all applicable State and Federal environmental laws and regulations.

Development Program Consistent with Comprehensive Planning

Date of the comprehensive plan final adoption: August 8, 2017

Is the proposed development consistent with the plan? Yes

Does the development program comply with Maine law limiting growth-related capital investments (30- A MRSA §4349-A)? Yes

Is the district in conflict with the municipal charter? No

List of Attachments

Attachment 1 – Newspaper Notice; photocopy showing the public notice and the newspaper name and date

Attachment 2 – Public Hearing Record; a certified copy of the meeting minutes is attached.

Attachment 3 – Additional Documents

3-1 Documentation of Municipal consideration of (i) whether the district and development program will contribute to the expansion of affordable housing or the betterment of the health, welfare or safety of the residents (ii) any claim by a party that the district or development is detrimental to that party's property interests for which substantial evidence is produced, and whether adverse economic effect is outweighed by the availability of affordable housing or the betterment of resident health, welfare or safety.

3-2 Declaration of Covenants, Conditions and Restrictions

Attachment 4 – Municipal Approval; certified copy of Orders: 13- 25/26, 14-25/26, 15-25/26, 16-25/26, 17-25/26

Attachment 5 – District Map

Attachment 6 – Certification of Original Assessed Value of District

Attachment 7 – Development Program

Attachment 8 – Credit Enhancement Agreement

Attachment 9 – Financial Plans; estimated allocation



To: Pious Ali, Chair of the Housing and Economic Development
Committee

MEETING DATE

September 15, 2026

AGENDA ITEM

Review and Recommendation to City Council: CDBG Priority Setting Taskforce Report;
Community Development Needs, Goals, and Priorities for the 2027-2031 HUD 5-Year Consolidated
Plan; and the Revisions to the CDBG Allocation Process

PURPOSE

Staff requests the HEDC committee to review and recommend to City Council the proposed
revisions to the City of Portland's Community Development Block Grant (CDBG) Program's
Community Development Needs, Goals, & Priorities and the Allocation Process.
Recommendations are informed by the work of the CDBG Priority Setting Taskforce which has
completed its work reviewing current priorities and researching needs within the community.

COMMITTEE WORK PLAN/CITY COUNCIL GOAL ALIGNMENT

The CDBG Priority Setting Taskforce Report will serve as a guiding framework for the
development of the HUD 5-Year Consolidated Plan — the plan required for the City to continue
receiving HUD funding to support and address community needs, infrastructure improvements,
and affordable housing.

BACKGROUND/ANALYSIS

The U.S. Department of Housing and Urban Development (HUD) requires that communities
receiving HUD funding (CDBG, HOME, ESG) undertake a planning process every three to five
years to review local affordable housing and community development needs. This process is
designed to help communities develop priorities and multi-year goals in coordination with other
community plans and resources to make a greater impact within the community. The 5-Year
Consolidated Plan will be submitted to HUD in 2027 following the completion of continued public
input sessions, program analysis, and future planning.

Staff is seeking Council approval of the Community Development Needs, Goals, and Priorities, as
well as, changes to the CDBG Allocation process. These recommendations were developed by the
CDBG Priority Setting Taskforce, a group made up of 14 community members who met bi-weekly
from April 2026 through August 2026. Staff is requesting changes at this time so they can be
incorporated into the FY 27/28 CDBG Allocation Process which begins this October. The changes
to the Needs, Goals, and Priority activities are outlined in the Report, along with structural

changes to the allocation process. A summary of recommendations from the Task Force include the following:

- (1) Firstly, the Task Force recommends updating the Priority Activities to better reflect the identified community needs and City goals. The recommended update aims to prioritize and incentivize projects that better address community needs.
- (2) Secondly, the Task Force recommends refining the CDBG Program Scoring Categories by streamlining the categories and improving definitions. This will result in better application submissions and reduced ambiguity in scoring decisions.
- (3) Thirdly, the Task Force recommends maintaining the 100-point scoring system, but increasing the scoring values of Project Impact & Core Priorities and the Capacity to Deliver Scoring Categories to ensure stronger projects are funded. The Task Force recommends merging the prior scoring category “Partnership/Collaboration” with Capacity to Deliver.
- (4) Lastly, the Task Force recommends updating the CDBG Application to standardize applicant responses and better connect it with the CDBG Scorecard. The recommended changes will result in stronger applications with a standardized scoring process

FISCAL IMPACT

The proposed goals and priorities would become the guiding document for the allocation of CDBG, HOME and ESG funding. In FY26 the City received \$1,806,420 in CDBG funding, \$784,493 in HOME funding, and \$158,872 in ESG funding.

CONCLUSION(S)

Staff is requesting HEDC recommend the following to the City Council:

1. Adopt the 2026 CDBG Priority Task Force Recommendations
2. Adopt the Community Development Policy Needs, Goals and Priorities for the 2027-2031 HUD 5-Year Consolidated Plan and Revisions to the CDBG Allocation Process

PRIOR COMMITTEE REVIEW

N/A

PREPARED BY

Mary Davis
Division Director
Housing and Community Development Division

ATTACHMENTS

Attachment A - Proposed Needs-Goals-Priorities Table
Attachment B - Proposed Scoring Rubric
Attachment C - CDBG Priority Setting Taskforce Final Report

PROPOSED GOALS & ACTIVITIES FOR THE 2027 - 2031 GRANT YEARS				
Need	GOAL - Priority Impact Area Definition (Provided by the CoP)	High Priority	Medium Priority	Low Priority
Neighborhood Investment & Infrastructure- create strong, safe, accessible, and vibrant neighborhoods	(1) Invest in infrastructure to improve neighborhood assets and build strong, safe, accessible and vibrant neighborhoods.	Alternative Modes of Transportation	Public Infrastructure and Maintenance in Target Neighborhood	Historic Preservation
	(2) Improve accessibility and livability through age-friendly designs and ADA compliance. Build sidewalks and trails to improve connectivity, increase the use of bicycles as a mode of transportation, and redevelop streetscapes to create shared streets for cars, bikes, and pedestrians that integrate with the fabric of the neighborhood.	Accessibility/ ADA compliance	Park and Recreation Facilities	
	(3) Support programs that increase safety in neighborhoods for residents and visitors throughout the year.	Senior Services	Community Center & Engagement Programs	
	(4) Invest in programs and services that address the specific needs of members of the community.	Disability Services	Non-profit Rehab	
	(5) Encourage programs that build a sense of inclusiveness, safety, and security within individual neighborhoods.	At Risk Youth Services	Tree Planting	
Housing Availability - Increase housing availability & affordability	(1) Increase housing availability and affordability to all Portland residents regardless of income, race, ethnicity, and family size.	Rental Assistance	Legal Services	
	(2) Encourage creative housing development through promoting a diversity of housing types while ensuring the inclusion of workforce and age-friendly housing.	Adaptive Reuse for Housing	Environmental testing and remediation	
		Rehabilitation of Existing housing	Energy Efficiency/weatherization	
		Fair Housing activities	Heating and Fuel Assistance	
		Tenant Landlord Counseling Services	Construction of New Housing (HOME Funds only)	
Economic Opportunity: Create economic opportunities to transition people out of poverty	(1) Invest in Portland businesses to enable them to expand to create jobs. Invest in people wanting to create microenterprises.	Career Advancement Services (Education, Job Training, GED Attainment, ESL)	Microenterprise Assistance	Façade Improvements
	(2) Engage job seekers in a continuum of services to increase their professional capacity, financial stability, and ability to maintain employment.	Job Retention Support Services (Childcare vouchers, Housing Counseling, Transportation Assistance, Afterschool Program / Food Access)	Job Creation	
	(3) Focus on a growing number of individuals and families who are working but unable to afford basic household necessities and difficult to employ populations including homeless, new Americans and single parent head of households.	Financial stability services (budgeting, financial planning, tax preparation)		
	(4) Combine resources and build partnerships between public and private entities to provide opportunities to transition Portland residents out of poverty to sustainable employment and financial stability.			
Address the Needs of the Unhoused: Reduce Homelessness by Providing Stabilizing Services	(1) Prevent individuals and families from becoming homeless and entering into the shelter system.	Shelter Services - Employment Navigation/Navigator - Transportation Vouchers (conditional, with Job Retention Support Services)	Food Assistance	
	(2) Rapidly rehouse those who enter the shelter system.	Mental & Behavioral Health - Substance Use Disorder Assistance		
	(3) Provide necessary resources to assist vulnerable populations transition out of homelessness, including housing opportunities for individuals experiencing homelessness.	Housing and Housing Services for Long Term Shelter Consumers		

**Proposed Scoring Rubric
City of Portland
Community Development Block Grant**

SCORING CATEGORY	POINTS
Goal, Priority Impact Level & Community Need	30
Goal - Applicant demonstrates consistency with Consolidated Plan, city goals, priority impact initiatives, and other CDBG/HOME investments.	12
Priority Impact - Assigned based on Priority Activity	8
Community Need - Applicant demonstrates sufficient community need through reference of plans, reports, data, or past experience.	10
Project Impact & Core Priorities	35
Measurable Community Impact - Programs and projects will be evaluated based on their potential to create significant, measurable, and lasting community impact. Significant impact is demonstrated by addressing a documented community need and producing meaningful, sustained improvements. Priority will be given to proposals that demonstrate a clear contribution to established goals, with outcomes that endure beyond the grant period and continue to benefit the community over time.	15
Diversity and Inclusiveness - Project addresses the community's heterogeneity and creates a culture of belonging among all Portlanders.	5 (Construction) 10 (Social Services)
Priority to Lower Incomes - Prioritizing projects that demonstrate impact to lowest income individuals and communities.	5
Location (Construction Only) - Project benefits the targeted LMI area or neighborhood and complements other ongoing or proposed community improvements.	5 (Construction Only)
Sustainability (Construction) - Project demonstrates meeting or exceeding current development standards and building codes as required by City of Portland standards. (Services) - Project demonstrates programmatic viability and service delivery beyond the grant period.	5
Capacity to Deliver	35
Financial Need - Applicant provides clear and sufficient evidence that CDBG funding is necessary to implement, maintain, or expand the proposed project. The application demonstrates that the requested funds address an unmet financial need that cannot reasonably be met through existing revenues or other funding sources. If requesting an increase over the previous funding cycle, the applicant documents measurable growth in demand, expanded services, increased costs, or new program requirements that justify the additional request.	5
Leveraged Funding - Applicant demonstrates financial support from at least one funding source in addition to the CDBG request. The budget clearly identifies committed or pending funding sources and demonstrates that CDBG funds complement rather than replace other contributions. Leveraged resources may include federal, state, local, private, philanthropic, earned income, or in-kind contributions.	5
Experience Providing Service - Applicant provides evidence of delivering and managing projects/services of similar scope & complexity, including ability to collect and report performance outcomes. If the project is new, the applicant demonstrates success delivering projects/services of a similar size and scope.	7
Readiness to Proceed - Applicant demonstrates the organizational capacity and preparedness to begin executing proposed project/activity promptly upon award.	7
Financial Stability - Applicant demonstrates sound financial management and organizational sustainability, as defined by an operating budget sufficient to support organizational operations and the absence of significant financial concerns.	5
Partnership/Collaboration - Applicant demonstrates awareness of current service provider ecosystem and identifies opportunities for collaboration with organizations that provide services similar to the proposed project.	6
Total Points	100



City of Portland
2026 CDBG Priority Setting Task Force
Final Report

Submitted to the City of Portland City Council for review

Table of Contents

EXECUTIVE SUMMARY	3
PARTICIPANTS	3
INTRODUCTION	4
SUMMARY OF RECOMMENDATIONS	4
BACKGROUND	4
PROCESS.....	5
WORK PLAN	6
COMMUNITY ENGAGEMENT & OUTREACH	7
RECOMMENDATIONS	7
RECOMMENDATIONS: <i>PRIORITY ACTIVITIES</i>	8
RECOMMENDATIONS: <i>SCORING</i>	8
Defining Scoring Categories.....	9
Assigning Scoring Values.....	9
RECOMMENDATIONS: <i>APPLICATION UPDATE</i>	10
Clarifying Application Questions	10
Scoring Correlation to Questions	11
Appendix A – Summary of Meeting Decisions.....	1
Appendix B – Needs, Goals, Priorities Table	12
Appendix C – Scoring Rubric	13

EXECUTIVE SUMMARY

The 2026 CDBG Priority Setting Task Force (PSTF) report presents recommendations to the Portland City Council for refining the Community Development Block Grant (CDBG) program. In response to decreasing annual funding and the need for greater accountability, this report outlines strategies to better emphasize measurable outcomes and community impact. A task force of 14 diverse residents met ten times between April and August 2026 to evaluate current processes, incorporating input from over 1,100 resident survey responses and detailed analyses of program trends.

The core objective is to improve transparency and clarity for applicants while reducing administrative burdens and aligning funded projects more closely with the City's identified goals. The report establishes new 'High Priority' activities across categories identified as neighborhood improvements, housing availability, economic development, and support for unhoused populations. Significant procedural updates include redefining scoring categories to be more predictable and adjusting point values within the 100-point matrix to better reflect the Task Force's core values. Furthermore, the Task Force revised social services and development application prompts to ensure consistent, high-quality responses that directly connect project proposals to City goals. The recommendations also emphasize the importance of cross-departmental collaboration and increased communication with external funding sources to optimize community outcomes. By streamlining documentation and standardizing review guidelines, these proposed changes aim to create a more efficient and equitable system for distributing resources over the next five years.

PARTICIPANTS

Tae Chong - Chair
 Kristen Dunphey - Co-Chair
 Barbara Ginley
 Belviga Mpolo
 Carly Lappas
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 Colleen Cooper
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 Matt Starr
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 Teale Smith

INTRODUCTION

The 2026 CDBG Priority Task Force (PSTF) is pleased to present its final report to the Portland City Council for your consideration.

We found that the current system is extremely well run, and allocations continue to be made that meet important city needs. City staff are to be highly commended for their organization and knowledge, as well as, the hard work and commitment they bring to the effort of planning, distributing and monitoring the use of these funds. The changes we are recommending are intended to increase transparency and clarity for both applicants and reviewers, reduce the burden on applicants, respond to the evolving needs of the City, and support organizations and projects aiming to support the most vulnerable communities in Portland.

SUMMARY OF RECOMMENDATIONS

At a high level, the PSTF recommends significant changes to the current CDBG Program by:

- Centering Applicant Perspective: Prioritizing the applicant experience by minimizing administrative burdens, streamlining documentation, and continually improving process clarity.
- Balancing Application Quality and Accessibility: Navigating the balance between encouraging high-quality submissions and managing total application volume, while ensuring funding remains accessible to both new applicants and established providers.
- Navigating Funding Constraints: Strategically addressing the constraints of limited financial resources to maximize community impact.
- Improving Programmatic Integrity: Standardizing data collection, reporting, and application review process, by highlighting federal reporting requirements to ensure programmatic through lines between federal performance metrics and on-the-ground impacts.
- City and Program Goal Alignment: Updating Priority Activities, Scoring Values, and Application Questions to achieve City-identified goals and address the needs of Portland's residents.
- Promoting Partnerships and Collaboration: Encouraging partnership and collaboration to promote transformative community impacts.

BACKGROUND

The Community Development Block Grant (CDBG) is a federal program from the Department of Housing and Urban Development (HUD) that distributes funding based on allocations from Congress to its entitlement communities, comprising over 1,200 cities and counties throughout the country. Historically the City of Portland has received approximately \$2 million in CDBG funds annually.

For the past ten years, this funding has decreased year-over-year. The Department of Housing and Urban Development and the CDBG program have received increased scrutiny over the past few years, resulting in an increased need for focus and accountability. As a result, the City of Portland must redefine how federal CDBG dollars are allocated to emphasize, to the greatest extent possible, successful and measurable outcomes.

HUD regulation [24 CFR §91.105](#) states that the jurisdiction (City of Portland) must adopt a citizen participation plan. In addition, the citizen participation plan must provide for and encourage citizens to participate in the development of the consolidated plan. To meet, in part, the citizen participation requirement, the City created the Priority Setting Task Force (PSTF).

Based on Council Order 70-07/08, the Priority Setting Task Force should consist of 9-16 Portland residents representing diverse and eligible populations and expertise including but is not limited to: a) residents of eligible neighborhoods; b) low and moderate income Portland residents; c) renters and d) landlords; individuals who are knowledgeable about e) planning and f) economic development; g) public service representatives from various areas of expertise; h) Portland housing authority, residents or workers; i) senior citizens; j) young persons; k) immigrant and refugees; and (l) an individual with a disability.

Housing and Community Development (HCD) Staff received 14 applications. The applicants were diverse in experience, knowledge, and skills and represent the aforementioned categories.

The City's establishment of the CDBG Priority Task Force of 2026 stemmed from the City's commitment to re-evaluate, every three to five years, the priorities identified by the CDBG Priority Task Forces of 2008, 2012, and 2021. This process began with the Housing and Community Development (HCD) Ten Point Plan, approved by the City on October 1, 2007. The HCD Ten Point Plan, a product of the HCD Task Force, required the creation of the CDBG Priority Task Force, followed by the Annual Allocation Committee.

PROCESS

HCD Staff directly advertised the opportunity to participate to past committee members, including the CDBG Priority Task Force, CDBG Annual Allocation/Scoring Committee, as well as past applicants and awardees of CDBG and HOME funds. In total, staff directly contacted over 150 individuals and organizations within the CDBG ecosystem and Portland's developer and service provider community. Staff also leveraged the Communication department's Friday Round Up newsletter and social media posts to raise awareness of the Task Force and the opportunity to apply.

HCD Staff received 14 applications and all applicants were selected to participate on the PSTF. All selected members are residents of the City of Portland and represented almost all of the demographics in the Task Force guidelines. Members were diverse in their skill sets and subject matter expertise with a slightly higher knowledge base in the social services, compared to knowledge surrounding urban infrastructure, economic development, and affordable housing.

Of the 14 PSTF members, five had previously served on either the previous PSTF or the CDBG Allocation Committee, providing institutional knowledge and process awareness. Ten of the 14 members identified as being affiliated with non-profit organizations.

The Task Force recognizes the iterative process of updating the recommended changes from the 2021 PSTF and hopes the proposed changes will meet the challenges of the next five years. The large programmatic changes recommended below resulted from respectful, in-depth conversations that values diversity of perspectives into the decision-making process.

WORK PLAN

The Task Force followed a strict work plan covering three sections: identifying priority activities and principles; refining the scoring system; and amendments to the CDBG application. The Task Force met 10 times between April and August, twice a month for two hours per meeting. In order to maximize participation, these public meetings were held remotely via Zoom.

The work plan consisted of first identifying and ranking Priority Activities ensuring funded projects align with established City goals and alleviate community needs. Then, members reviewed and defined Scoring Categories and subcategories to improve clarity for applicants and application reviewers. After defining the Scoring Categories, the PSTF assigned Scoring Values which will directly impact funding decisions. Finally, the Task Force refined Application questions and prompts based on the Scoring Category definitions and scoring values to ensure consistency throughout the program. The image below visualizes the Task Force's Work Plan and a throughline from Community Needs and City Goals to application review.



COMMUNITY ENGAGEMENT & OUTREACH

HCD staff prioritized additional community engagement and outreach during the PSTF timeline. HCD staff created a [targeted website with information](#) regarding the consolidated planning process and shared it on multiple platforms to provide feedback. The website contained targeted surveys for the general public, business owners, social service providers, and past applicants and subrecipients of CDBG funding. The City broadcasted the link multiple times throughout the summer on their website and social media platforms.

In addition, HCD staff worked with the City of Portland's Communications department to disseminate a community survey focused on the Needs, Goals, and Priority Activities. As of August 31st, 2026, 324 responses with 137 unique individuals completing the Priority Activity survey.

Finally, City Staff worked with non-profit organizations to elicit community input. Staff tabled at four community events to solicit feedback around the Priority Activities. Through the tabling outreach, the City received over 570 responses, providing the City with greater insights to the public's allocation priorities.

The City worked with external partners to identify citizen input and conduct an analysis of CDBG programmatic trends. Between December 2025 and January 2026, the ETC Institute surveyed City of Portland residents to gather input from residents to shape City programs, services, and long-term investments. The survey received over 1,100 responses. Concurrently, in January 2026, the HCD asked the Roux Institute to analyze ten years of CDBG program grant applications. The survey responses and analysis informed the PSTFs process, discussions, and subsequent recommendations.

Furthermore, based on previous recommendations, the HCD staff promoted cross-department collaboration. Maggie McLoughlin, Director of Portland's Health and Human Services Department, presented HHS' homeless services overview. The presentation sparked ideas of community transformation by creating program mechanisms to fund high impact projects which translated into the proposed recommendations.

RECOMMENDATIONS

At a high level, the Task Force is generally recommending increased communication with community stakeholders, both within the City government and external partners, to optimize similar outcomes and coordinate achievements together.

The PSTF recognizes the significant challenges applicants navigate when competing for limited CDBG funds. Throughout its discussions, the Task Force addressed the ongoing tension between application quality and overall submission volume, alongside the need to balance available resources between supporting returning organizations and welcoming new applicants.

To address these challenges, the Task Force focused on easing the application burden by reducing documentation requirements and enhancing overall clarity.

The key recommendations proposed by the PSTF for the CDBG Program include the following:

RECOMMENDATIONS: PRIORITY ACTIVITIES

The CDBG Priority Activities align the CDBG program with the City Goals by providing applicants a scoring incentive to prioritize projects that address an identified community need. When an applicant applies for CDBG funding, they indicate the Priority Activity they are applying for and ensure the project's outputs and outcomes target the activity. While reviewing the application, City Staff ranks the Priority Activities as “High Priority”, “Medium Priority” and “Low Priority”. The Priority Activities have scores associated with them, detailed in the Scoring section.

The Task Force reorganized the Priority Activities to better reflect current City Goals. Throughout Meetings 2,3, and 4, the Task Force weighed HUD’s reporting processes and metrics to ensure the recommended Priority Activities connected with HUD reporting requirements. The goal of connecting HUD’s metrics and the Priority Activities was to promote transformative community impact by considering reportable performance metrics at the project creation stage, resulting in successful local projects that could be reported federally.

The Task Force recommends the following high priorities:

- **Neighborhood Improvement:** Alternative Modes of Transportation; Accessibility/ADA Compliance; Senior Services; Disability Services; At Risk Youth Services
- **Housing Availability:** Rental Assistance; Adaptive Reuse for Housing; Rehabilitation of Existing Housing; Fair Housing Activities; Tenant and Landlord Counseling Services
- **Economic Activity:** Career Advancement Services (Education, Job Training, GED Attainment, ESL); Job Retention Support Services (Childcare vouchers, Housing Counseling, Transportation Assistance, Afterschool Program / Food Access); Financial Stability Services (budgeting, financial planning, tax preparation)
- **Addressing the Needs of the Unhoused:** Shelter Services (including: Employment Navigation/Navigator, Transportation Vouchers (conditional, with Job Retention Support Services); Mental & Behavioral Health (which includes Substance Use Disorder Assistance); Housing and Housing Services for Long Term Shelter Consumers

Please review [Meeting 4](#), in the Appendix for a more detailed priority list and description of changes.

RECOMMENDATIONS: SCORING

The PSTF reviewed subcategory scoring from several prior years, and recommends an adjustment to the overall scoring structure. The goal of the changes is to streamline the process,

make it more approachable and predictable for applicants and the CDBG Allocation Committee, and decrease arbitrary point value assignments to subcategories.

Defining Scoring Categories

The Task Force redefined the CDBG Scoring Categories to provide increased clarity surrounding each category. Initially, there were four Scoring Categories: Goal, Priority Impact Level, and Community Need; Guiding Principles, Capacity to Deliver, and Collaboration. Each Scoring Category contains several subcategories.

Generally, the PSTF worked within the structure of the previous Scoring Categories and sub-categories. To promote clarity, “Guiding Principles” scoring category changed to “Project Impact and Core Priorities”. Additionally, the “Collaboration” Scoring Category moved to a sub-category within the “Capacity to Deliver” Scoring Category for clarification.

Finally, the PSTF redefined each Scoring Category and subcategory as increased clarity will strengthen application submissions and reduce ambiguity in scoring decisions.

Additional information regarding the changes to the definitions and scoring categories is located in [Meeting 5 & 6](#) in the Appendix.

Assigning Scoring Values

The PSTF then assigned Scoring Values to the redefined Scoring Categories. The PSTF continued to use the 100-point scoring matrix, but reallocated point values to more closely match the values of the PSTF.

During this process, the Scoring Categories and sub-categories scoring values shifted. The Task Force moved the “Partnership and Collaboration” into the “Capacity to Deliver” scoring category and reallocated the remaining points into “Project Impact & Core Priorities” and “Capacity to Deliver.” The Task Force believes increasing the point values of these Scoring Categories will promote strategic applications and reward comprehensive projects that align with City goals. The table below displays the Scoring Category’s previous and proposed scoring value changes:

Scoring Category	Current Values	PSTF Proposed Values
Goal, Priority Impact Level & Community Need	30 points	30 points
Project Impact & Core Priorities	25 to 30 points (Activity Dependent)	35 points
Capacity to Deliver	25 points	35 points
Partnership/Collaboration	15 points	Moved to Capacity to Deliver
Total	100 Possible Points	100 Possible Points

Please review the [Appendix](#) for additional information regarding the Scoring Values.

RECOMMENDATIONS: APPLICATION UPDATE

A review of previous years' CDBG applications highlighted considerable variation in organizations' responses, indicating that application prompts were often unclear and open to interpretation. PSTF members who previously served on the CDBG Allocation Committee echoed this sentiment, noting that varied responses made applications difficult to score consistently and increased the workload for City staff.

Using the new Scoring Categories definitions and updated Scoring Values, the PSTF revised the Social Services and Development applications to enhance clarity. Specifically, the Task Force focused on Section C: Project Specific Information and Section D: Project Narrative for the Development application, and Section C: Narrative for the Social Services application. Staff are in the process of evaluating the final application before its release.

Clarifying Application Questions

The Task Force revised application questions for clarity, adding questions to identify specific information the Allocation Committee seeks in applicant responses. The revisions will remove ambiguity from the application questions, improving application responses and scorer consistency.

The Task Force also removed application questions that asked for duplicative information. In prior years, applicants tended to submit similar answers to multiple questions in the application because the specific information being requested wasn't clear. The application questions did not ask clear, concise questions, leading to unclear responses from applicants. For the Allocation Committee, these ambiguities required additional work from the committee members and staff to request additional information from applicants. These recommended changes strengthen applicant responses and ease the scoring process. A few proposed question changes include:

Previous Application Question 1: Describe the scope of the community problem or need the program addresses. Reference plans, reports, data, or past experience as applicable.

Proposed New Application Question 1: Describe the scope of the community problem or the need the program addresses in context with the audience the project is serving. In your response, include how your organization involves the target community in program design, implementation, and leadership. Reference plans, reports, data, or past experiences to strengthen your response.

Previous Application Question 2: Describe why CDBG funds are necessary to this program.

Proposed New Application Question 2: Describe why CDBG funds are necessary to support this program. In your response, please indicate how the funds will be used to create a new program, continue support of an existing program at current capacity, or expand an existing program to increase capacity. Any program renewal request from any

former awardee must document that this funding request demonstrates measurable growth in demand, expanded service, increased costs, or new program requirements to justify the financial request.

Scoring Correlation to Questions

PSTF members who also sat on the CDBG Allocation Committee discussed the varied scoring responses to applications. To improve scoring reliability and consistency, application questions will have points directly assigned to them based on the point allocations that were determined by the PSTF. This will allow scorers to evaluate applications based on detailed criteria, rather than broad categorical definitions. For example, if a question is worth 6 points, the scorer will be able to select a point assignment of 6, 4, 2, or 0 points, and each value will have a clear definition associated with it. City Staff aims to work with the upcoming CDBG Allocation Committee to better define scoring gradations for the upcoming CDBG application.

Appendix

[Appendix A](#) – Summary of Meeting Decisions

[Appendix B](#) – Needs, Goals, Priorities Table

[Appendix C](#) – Scoring Rubric

Appendix A – Summary of Meeting Decisions

This section summarizes the decisions made by the 2026 CDBG Priority Setting Task Force.

Meeting 2, held May 6, 2026

The PSTF voted for their Chair and Co-Chair.

Chair – Tae Chong

Co-Chair – Kristen Dunphey

Meeting 4, held June 3, 2026

The PSTF assigned rankings of “High”, “Medium”, “Low” for the Priority Activities, which impacts CDBG applications scoring.

The Task Force voted on and placed the Activities under the following priority scheme:

Neighborhood Improvement

High Priority	Medium Priority	Low Priority
Alternative Modes of Transportation	Public Infrastructure and Maintenance in Target Neighborhood	Historic Preservation
Accessibility/ ADA compliance	Park and Recreation Facilities	
Senior Services	Community Center & Engagement Programs	
Disability Services	Non-profit Rehab	
At Risk Youth Services	Tree Planting	

The PSTF determined Services were inadequately represented in the previous Priority Impact Level and moved “Senior Services”, “Disability Services”, and “At Risk Youth” services to High Priority.

“Public Infrastructure in Targeted Neighborhoods” and “Park and Recreation Facilities” moved from High Priority to Medium Priority.

The PSTF added the “Historic Preservation” activity, and placed it under Low Priority.

Housing Availability

High Priority	Medium Priority	Low Priority
Rental Assistance	Legal Services	
Adaptive Reuse for Housing	Environmental testing and remediation	
Rehabilitation of Existing housing	Energy Efficiency/weatherization	
Fair Housing activities	Heating and Fuel Assistance	
Tenant Landlord Counseling Services	Construction of New Housing (HOME Funds only)	

The Housing Availability Priority Activities remained largely unchanged. The PSTF removed “Housing Retention” and “Housing Start up Assistance” and added “Rental Assistance” under High Priority. “Fair Housing” moved from Medium Priority to High Priority.

The PSTF split “Legal Services Tenant/Landlord Counseling Services” into two categories, placing “Tenant & Landlord Counseling Services” as High Priority, with “Legal Services” moved to a Medium Priority.

The PSTF assigned no activities as Low Priority.

Economic Opportunity

High Priority	Medium Priority	Low Priority
Career Advancement Services (Education, Job Training, GED Attainment, ESL)	Microenterprise Assistance	Façade Improvements - Barrier Removal Improvements (facilitating ADA improvements would be ranked "High Priority")
Job Retention Support Services (Childcare vouchers, Housing Counseling, Transportation Assistance, Afterschool Program / Food Access)	Job Creation	
Financial Stability Services (budgeting, financial planning, tax preparation)		

The 2021 PSTF placed all activities as High Priority. The 2026 PSTF placed “Career Advancement”, “Job Retention Support Services”, and “Financial Stability Services” as High Priorities. The PSTF moved “Microenterprise Assistance” and “Job Creation” to Medium Priority. Facade Improvements was selected as a Low Priority, with the exception that including ADA Improvements within a Facade Improvement project would increase it to a High Priority Activity.

Addressing the Needs of the Unhoused

High Priority	Medium Priority	Low Priority
Shelter Services - Employment Navigation/Navigator - Transportation Vouchers (conditional, with Job Retention Support Services)	Food Assistance	
Mental & Behavioral Health - Substance Use Disorder Assistance		
Housing and Housing Services for Long Term Shelter Consumers		

The 2026 PSTF maintained many of the activities within the Addressing the Needs of the Unhoused as High Priority. The PSTF placed “Food Assistance” as Medium Priority based on a presentation from HHS Director Maggie Mccloughlin on May 20, 2026.

The 2026 PSTF moved “At Risk Youth Services” from the Addressing the Needs of the Unhoused to Neighborhood Improvement goal.

Scoring Category Definitions

Meetings 5, 6 & 7

July 1, 2026, July 15, 2026 & July 26, 2026

The PSTF discussed and updated the Guiding Principles, which aids the CDBG Allocation Committee in scoring CDBG applications. The table below depicts the changes from the 2021 PSTF Scoring Category Definitions to the updated 2026 definitions.

The 2026 PSTF renamed the ‘Guiding Principle’ Scoring Category to “Project Impacts and Core Priorities” to more clearly align with the scoring sub-categories. Additionally, the PSTF changed Partnership and Collaboration from a standalone category to a sub-category under Capacity to Deliver.

2021		2026 (Proposed)	
2021 Scoring Categories	2021 PSTF Definitions	2026 Scoring Categories	2026 PSTF Definition
Goal, Priority Impact Level & Community Need		Goal, Priority Impact Level, & Community Need	
Goal	Applicant demonstrates consistency with Consolidated Plan, city goals, priority impact initiatives, and other CDBG/HOME investments.	Goal	Applicant demonstrates consistency with Consolidated Plan, city goals, priority impact initiatives, and other CDBG/HOME investments.
Priority Impact Level	(5pts high Priority, 2pts priority, 0pts eligible activity)	Priority Impact Level	Assigned based on Priority Activity
Community Need	Applicant demonstrates sufficient community need through reference of plans, reports, data, or past experience.	Community Need	Applicant demonstrates sufficient community need through reference of plans, reports, data, or past experience.

Guiding Principles	
Measurable Community Impact	Applicant demonstrates a significant and measurable community impact.
Diversity & Inclusiveness	Project addresses the community's diversity and creates a culture of belonging.
Priority to Lower Incomes	Priority should be given to projects that serve the lowest income persons.
Location (Construction Only)	Project benefits the targeted LMI area or neighborhood and considers other nearby improvements.
Sustainability (Construction Only)	Project demonstrates benefit to the environment through energy efficiency or similar considerations, as well as demonstrates economically sustainable practices.

Project Impacts & Core Priorities	
Measurable Community Impact	Programs and projects will be evaluated based on their potential to create significant, measurable, and lasting community impact. Significant impact is demonstrated by addressing a documented community need and producing meaningful, sustained improvements. Priority will be given to proposals that demonstrate a clear contribution to established goals, with outcomes that endure beyond the grant period and continue to benefit the community over time.
Diversity and Inclusiveness	Project addresses the community's heterogeneity and creates a culture of belonging among all Portlanders.
Priority to Lower Incomes	Prioritizing projects that demonstrate impact to lowest income individuals and communities.
Location (Construction Only)	Project benefits the targeted LMI area or neighborhood and complements other ongoing or proposed community improvements.
Sustainability (Construction)	Project demonstrates meeting or exceeding current development standards and building codes as required by City of Portland standards.

Sustainability (Services)	<i>The 2021 PSTF did not define Sustainability for the Services projects</i>
Capacity to Deliver	
Financial Need	Applicant demonstrates how CDBG funds are necessary to the program. If Applicant is requesting an increase in funding from the previous year, they sufficiently demonstrate a need and expansion of service.
Leveraged Funds	Project demonstrates other sources of funding in addition to the CDBG request

Sustainability (Services)	Project demonstrates programmatic viability and service delivery beyond the grant period.
Capacity to Deliver	
Financial Need	Applicant provides clear and sufficient evidence that CDBG funding is necessary to implement, maintain, or expand the proposed project. The application demonstrates that the requested funds address an unmet financial need that cannot reasonably be met through existing revenues or other funding sources. If requesting an increase over the previous funding cycle, the applicant documents measurable growth in demand, expanded services, increased costs, or new program requirements that justify the additional request.
Leveraged Funding	Applicant demonstrates financial support from at least one funding source in addition to the CDBG request. The budget clearly identifies committed or pending funding sources and demonstrates that CDBG funds complement rather than replace other contributions. Leveraged resources may include federal, state, local, private, philanthropic, earned income, or in-kind contributions.

Experience Providing Service	Applicant demonstrates sufficient experience in delivering and managing this or similar projects.
Readiness to Proceed	Applicant demonstrates sufficient staff and organizational capacity to implement project promptly.
Financial Stability	Applicant demonstrated sufficient nonprofit status (if applicable), agency operating budget, and recent audit (if applicable).
D. Partnership/ Collaboration/ Outreach	
Memorandum of Understanding	<i>Note: This section was previously undefined by the 2021 PSTF</i>
Letter of Support	
Demonstrated Outreach	

Experience Providing Service	Applicant provides evidence of delivering and managing projects/services of similar scope & complexity, including ability to collect and report performance outcomes. If the project is new, the applicant demonstrates success delivering projects/services of a similar size and scope.
Readiness to Proceed	Applicant demonstrates the organizational capacity and preparedness to begin executing proposed project/activity promptly upon award.
Financial Stability	Applicant demonstrates sound financial management and organizational sustainability, as defined by an operating budget sufficient to support organizational operations and the absence of significant financial concerns.
Partnership/Collaboration	Applicant demonstrates awareness of current service provider ecosystem and identifies opportunities for collaboration with organizations that provide services similar to the proposed project. (<i>Note: Partnerships & Collaboration is now a sub-category under Capacity to Deliver</i>)

2026 Scorecard: Definitions & Point Values
Meeting 9 – July 29, 2026

The table below depicts the recommended changes to the CDBG Scorecard. The PSTF maintained the 100 point total, and increased the “Project Impact & Core Priority” and “Capacity to Deliver” Scoring Category values. The PSTF allocated sub-category points to better reflect the values of the CDBG program based on conversations with City Staff, analysis reports, and public engagement.

SCORING CATEGORY	Previous Scoring Values	Proposed Scoring Values
Goal, Priority Impact Level & Community Need	30 Total	30 Total
Goal - Applicant demonstrates consistency with Consolidated Plan, city goals, priority impact initiatives, and other CDBG/HOME investments.	15	12
Priority Impact Assigned based on Priority Activity	5	8
Community Need - Applicant demonstrates sufficient community need through reference of plans, reports, data, or past experience.	10	10
Project Impact & Core Priorities	25 to 30 Total (Activity Dependent)	35 Total
Measurable Community Impact - Programs and projects will be evaluated based on their potential to create significant, measurable, and lasting community impact. Significant impact is demonstrated by addressing a documented community need and producing meaningful, sustained improvements. Priority will be given to proposals that demonstrate a clear contribution to established goals, with outcomes that endure beyond the grant period and continue to benefit the community over time.	10	15
Diversity and Inclusiveness - Project addresses the community's heterogeneity and creates a culture of belonging among all Portlanders.	10 Social Service or 5 Construction	10 Social Service or 5 Construction
Priority to Lower Incomes - Prioritizing projects that demonstrate impact to lowest income individuals and communities.	10 Social Service or 5 Construction	5

SCORING CATEGORY	Previous Scoring Values	Proposed Scoring Values
Location (Construction Only) - Project benefits the targeted LMI area or neighborhood and complements other ongoing or proposed community improvements.	5 (Construction)	5 (Construction)
Sustainability (Construction) - Project demonstrates meeting or exceeding current development standards and building codes as required by City of Portland standards.	5 (Construction)	5 (Construction)
Sustainability (Services) - Project demonstrates programmatic viability and service delivery beyond the grant period.	Previously, no definition or score for Sustainability (Social Services)	5 (Social Services)
Capacity to Deliver	25 Total	35 Total
Financial Need - Applicant provides clear and sufficient evidence that CDBG funding is necessary to implement, maintain, or expand the proposed project. The application demonstrates that the requested funds address an unmet financial need that cannot reasonably be met through existing revenues or other funding sources. If requesting an increase over the previous funding cycle, the applicant documents measurable growth in demand, expanded services, increased costs, or new program requirements that justify the additional request.	5	5
Leveraged Funding - Applicant demonstrates financial support from at least one funding source in addition to the CDBG request. The budget clearly identifies committed or pending funding sources and demonstrates that CDBG funds complement rather than replace other contributions. Leveraged resources may include federal, state, local, private, philanthropic, earned income, or in-kind contributions.	5	5
Experience Providing Service - Applicant provides evidence of delivering and managing projects/services of similar scope & complexity, including ability to collect and report performance outcomes. If the project is new, the applicant demonstrates success delivering projects/services of a similar size and scope.	5	7
Readiness to Proceed - Applicant demonstrates the organizational capacity and preparedness to begin executing proposed project/activity promptly upon award.	5	7

SCORING CATEGORY	Previous Scoring Values	Proposed Scoring Values
Financial Stability - Applicant demonstrates sound financial management and organizational sustainability, as defined by an operating budget sufficient to support organizational operations and the absence of significant financial concerns.	5	5
Partnership/Collaboration - Applicant demonstrates awareness of current service provider ecosystem and identifies opportunities for collaboration with organizations that provide services similar to the proposed project.	15 Total (Previously its own separate category, now merged under Capacity to Deliver)	6
Total	100 points	100 points

Application**Meeting 9 & Meeting 10****August 12, 2026 and August 26, 2026**

The PSTF created a new CDBG application based on the new scoring categories and point values determined in prior meetings. The Task Force reworded or created new questions, and each question has a point value assigned to it. Application sections were broken up based on each scoring category: Goals, Priority Impact, & Community Need; Project Impact & Core Priorities; and Capacity to Deliver. Some questions will require additional support documentation, which will be uploaded in another section of the application. The final CDBG applications (Social Services and Development) are being finalized by staff and will be used for the upcoming CDBG allocation cycle for PY27-28. In total, there will likely be 8 Application sections:

- A. Agency Information (No points assigned)
- B. Project Information (No points assigned)
- C. Goals, Priority Impact, Community Need (30 points assigned)
- D. Project Impact and Core Priorities (35 points assigned)
- E. Capacity to Deliver (35 points assigned)
- F. Program Budget Detail (No points directly assigned, supports Section E)
- G. Documentation (Documents support questions in Sections C, D, E, F)
- H. Submit

Appendix B – Needs, Goals, Priorities Table

PROPOSED GOALS & ACTIVITIES FOR THE 2027 - 2031 GRANT YEARS				
Need	GOAL - Priority Impact Area Definition (Provided by the CoP)	High Priority	Medium Priority	Low Priority
Neighborhood Investment & Infrastructure- create strong, safe, accessible, and vibrant neighborhoods	(1) Invest in infrastructure to improve neighborhood assets and build strong, safe, accessible and vibrant neighborhoods.	Alternative Modes of Transportation	Public Infrastructure and Maintenance in Target Neighborhood	Historic Preservation
	(2) Improve accessibility and livability through age-friendly designs and ADA compliance. Build sidewalks and trails to improve connectivity, increase the use of bicycles as a mode of transportation, and redevelop streetscapes to create shared streets for cars, bikes, and pedestrians that integrate with the fabric of the neighborhood.	Accessibility/ ADA compliance	Park and Recreation Facilities	
	(3) Support programs that increase safety in neighborhoods for residents and visitors throughout the year.	Senior Services	Community Center & Engagement Programs	
	(4) Invest in programs and services that address the specific needs of members of the community.	Disability Services	Non-profit Rehab	
	(5) Encourage programs that build a sense of inclusiveness, safety, and security within individual neighborhoods.	At Risk Youth Services	Tree Planting	
Housing Availability - Increase housing availability & affordability	(1) Increase housing availability and affordability to all Portland residents regardless of income, race, ethnicity, and family size.	Rental Assistance	Legal Services	
	(2) Encourage creative housing development through promoting a diversity of housing types while ensuring the inclusion of workforce and age-friendly housing.	Adaptive Reuse for Housing	Environmental testing and remediation	
		Rehabilitation of Existing housing	Energy Efficiency/weatherization	
		Fair Housing activities	Heating and Fuel Assistance	
		Tenant Landlord Counseling Services	Construction of New Housing (HOME Funds only)	
Economic Opportunity: Create economic opportunities to transition people out of poverty	(1) Invest in Portland businesses to enable them to expand to create jobs. Invest in people wanting to create microenterprises.	Career Advancement Services (Education, Job Training, GED Attainment, ESL)	Microenterprise Assistance	Façade Improvements
	(2) Engage job seekers in a continuum of services to increase their professional capacity, financial stability, and ability to maintain employment.	Job Retention Support Services (Childcare vouchers, Housing Counseling, Transportation Assistance, Afterschool Program / Food Access)	Job Creation	
	(3) Focus on a growing number of individuals and families who are working but unable to afford basic household necessities and difficult to employ populations including homeless, new Americans and single parent head of households.	Financial stability services (budgeting, financial planning, tax preparation)		
	(4) Combine resources and build partnerships between public and private entities to provide opportunities to transition Portland residents out of poverty to sustainable employment and financial stability.			
Address the Needs of the Unhoused: Reduce Homelessness by Providing Stabilizing Services	(1) Prevent individuals and families from becoming homeless and entering into the shelter system.	Shelter Services - Employment Navigation/Navigator - Transportation Vouchers (conditional, with Job Retention Support Services)	Food Assistance	
	(2) Rapidly rehouse those who enter the shelter system.	Mental & Behavioral Health - Substance Use Disorder Assistance		
	(3) Provide necessary resources to assist vulnerable populations transition out of homelessness, including housing opportunities for individuals experiencing homelessness.	Housing and Housing Services for Long Term Shelter Consumers		

Appendix C – Scoring Rubric

SCORING CATEGORY	POINTS
Goal, Priority Impact Level & Community Need	30
Goal - Applicant demonstrates consistency with Consolidated Plan, city goals, priority impact initiatives, and other CDBG/HOME investments.	12
Priority Impact - Assigned based on Priority Activity	8
Community Need - Applicant demonstrates sufficient community need through reference of plans, reports, data, or past experience.	10
Project Impact & Core Priorities	35
Measurable Community Impact - Programs and projects will be evaluated based on their potential to create significant, measurable, and lasting community impact. Significant impact is demonstrated by addressing a documented community need and producing meaningful, sustained improvements. Priority will be given to proposals that demonstrate a clear contribution to established goals, with outcomes that endure beyond the grant period and continue to benefit the community over time.	15
Diversity and Inclusiveness - Project addresses the community's heterogeneity and creates a culture of belonging among all Portlanders.	5 (Construction) 10 (Social Services)
Priority to Lower Incomes - Prioritizing projects that demonstrate impact to lowest income individuals and communities.	5
Location (Construction Only) - Project benefits the targeted LMI area or neighborhood and complements other ongoing or proposed community improvements.	5 (Construction Only)
Sustainability (Construction) - Project demonstrates meeting or exceeding current development standards and building codes as required by City of Portland standards. (Services) - Project demonstrates programmatic viability and service delivery beyond the grant period.	5
Capacity to Deliver	35
Financial Need - Applicant provides clear and sufficient evidence that CDBG funding is necessary to implement, maintain, or expand the proposed project. The application demonstrates that the requested funds address an unmet financial need that cannot reasonably be met through existing revenues or other funding sources. If requesting an increase over the previous funding cycle, the applicant documents measurable growth in demand, expanded services, increased costs, or new program requirements that justify the additional request.	5
Leveraged Funding - Applicant demonstrates financial support from at least one funding source in addition to the CDBG request. The budget clearly identifies committed or pending funding sources and demonstrates that CDBG funds complement rather than replace other contributions. Leveraged resources may include federal, state, local, private, philanthropic, earned income, or in-kind contributions.	5
Experience Providing Service - Applicant provides evidence of delivering and managing projects/services of similar scope & complexity, including ability to collect and report performance outcomes. If the project is new, the applicant demonstrates success delivering projects/services of a similar size and scope.	7
Readiness to Proceed - Applicant demonstrates the organizational capacity and preparedness to begin executing proposed project/activity promptly upon award.	7
Financial Stability - Applicant demonstrates sound financial management and organizational sustainability, as defined by an operating budget sufficient to support organizational operations and the absence of significant financial concerns.	5
Partnership/Collaboration - Applicant demonstrates awareness of current service provider ecosystem and identifies opportunities for collaboration with organizations that provide services similar to the proposed project.	6
Total Points	100

Disclaimer:

This document was created with minimal assistance from Gemini AI.

***State law reference(s)**--Dances, 8 M.R.S.A. § 161 et seq.; special permit for music, dancing or entertainment, 28 M.R.S.A. § 702.

DIVISION 1. GENERALLY

Sec. 4-41. Purpose.

The purpose of this article is to control the issuance of special permits for entertainment.

(Code 1968, § 907.1; Ord. No. 231-80, 12-22-80; Ord. No. 34-95, 7-5-95; Ord. No. 165-06/07, 4-4-07; Ord. No. 285-19/20, 7-15-2019)

Sec. 4-42. Definitions.

Terms used in this article shall have their common meaning except that the definitions set forth in chapter 15 and/or in this section shall apply unless the context clearly indicates that a different meaning is intended.

Entertainment shall mean and include any event to which the public is invited or allowed to watch, listen to, or participate in; or is conducted for the purposes of holding the attention of, gaining the attention of, or diverting or amusing patrons or guests, including, but not limited to any of the following:

1. Dancing by patrons to live or recorded music;
2. The presentation of music played on sound equipment operated by an agent or contractor of the establishment, commonly known as 'disc jockey' or 'DJ';
3. The playing of background music, except where the background music cannot be heard beyond the limits of the premises on which the music is being played;
4. The presentation of live music whether amplified or unamplified;
5. The presentation of music concerts, or other similar forms of musical entertainment from any source; or
6. Any other live performance, including, but not limited to, presentations by single or multiple performers, such as hypnotists, comedians, dance arts, concerts, dances, live bands, karaoke or other live music.

Entertainment Sector Benefit Agreement means an agreement between the City and a Large Capacity Venue licensee pursuant to which the licensee provides financial contributions to the City's Entertainment Sector Trust Fund and/or in-kind contributions to support Portland's entertainment sector.

Indoor Entertainment shall mean entertainment that is conducted within a fully enclosed building or structure, including ensuring that all windows and doors remain closed during the time that entertainment is occurring.

Large Capacity Venue means an entertainment venue, other than a venue owned by the City, with a capacity of 2000 or more people based on the certificate of occupancy for the premises or the occupant load otherwise determined by the City.

Outdoor Entertainment shall mean entertainment that is conducted outside of a fully enclosed building or structure, or is conducted within a building or structure in any manner such that the sound generated by that entertainment is intentionally projected outside of that building or structure.

(Code 1968, § 907.3; Ord. No. 231-80, 12-22-80; Ord. No. 34-95, 7-5-95; Ord. No. 165-06/07, 4-4-07; Ord. No. 285-19/20, 7-15-2019; Ord. No. 107-25/26, 1-5-2026)

Cross reference(s)--Definitions and rules of construction generally, § 1-2.

Sec. 4-43. Reserved.

Sec. 4-44. Reserved.

Sec. 4-45. Reserved.

Sec. 4-46. Reserved.

Sec. 4-47. Reserved.

Sec. 4-48. Reserved.

Sec. 4-49. Reserved.

Sec. 4-50. Reserved.

DIVISION 2. LICENSE*

***Cross reference(s)**--Licenses and permits generally, Ch. 15.

Sec. 4-51. Required.

(a) Except as set forth in section 4-51(b), no person shall conduct, or permit to be conducted on a premises, or other location owned or controlled by that person, any entertainment

without first obtaining the appropriate license described in this subsection.

1. *Indoor Entertainment License.* An Indoor Entertainment License shall allow the licensee to conduct indoor entertainment only at the premises for which the license is issued.
2. *Outdoor Entertainment License.* An Outdoor Entertainment License shall allow the licensee to conduct outdoor entertainment only at the premises for which the license is issued.
3. *Combined Entertainment License.* A Combined Entertainment License shall allow the licensee to conduct indoor and/or outdoor entertainment at the premises for which the license is issued.
4. *Large Capacity Entertainment License.* Large Capacity Entertainment License means an entertainment license issued pursuant to subsections 4-51(1), (2), or (3) for entertainment at a Large Capacity Venue.

(b) A person who desires to conduct a single entertainment event on private property owned or controlled by that person or on public property must first obtain the appropriate license described in this subsection.

1. *Single Event Entertainment License - Private Property.* A Single Event Entertainment License - Private Property shall allow the licensee to conduct a single indoor or outdoor entertainment event lasting no more than eight hours in one 24-hour period at the premises for which the license is issued. No more than five Single Event Entertainment Licenses may be issued for events at any one premises in any twelve-month period.
2. *Single Event Entertainment License - Public Property.* A Single Event Entertainment License - Public Property shall allow the licensee to conduct a single indoor or outdoor entertainment event lasting no more than eight hours in one 24-hour period on City-owned property. Multiple events by the same party and on the same City-owned property may be combined into one license.

(c) *Expanded Entertainment Addendum.* An Expanded Entertainment Addendum shall be in addition to any entertainment license and shall allow the licensee to conduct after-hours entertainment and/or to exceed the applicable sound limits. Expanded Entertainment Addendum shall be at the sole discretion of the City Manager.

(Code 1968, § 907.2; Ord. No. 231-80, 12-22-80; Ord. No. 34-95, 7-5-95; Substitute Ord. No. 310-A-01, § 1, 8-20-01; Ord. No. 165-06/07, 4-4-07; Ord. No. 250-07/08, 5-19-08; Ord. No. 163-11/12, 5-7-12; Ord. No. 165-15/16, 3-7-2016; Ord. No. 18-17/18, 8-21-2017; Ord. No. 285-19/20, 7-15-2019; Ord. No. 107-25/26, 1-5-2026; Ord. No. 15-26/27, 7-20-2026)

***Editor's Note:** Sections 4-51.5 thru 4-51.7 *Moratorium on issuance of late-night entertainment licenses* expired on October 17, 2006, pursuant to Ord. No. 216-05/06, passed on 6-5-06.

Sec. 4-52. Application.

(a) Application for a license under this division shall, in addition to the requirements of Chapter 15, be submitted on forms provided by the City. Applications shall specifically include:

1. The name and contact information of the owner or person in control of the building and/or premises;
2. The name and contact information of the person responsible for the entertainment, who shall be available to respond to inquiries of the City at all times while entertainment is taking place;
3. The location of the premises; and
4. A plan of the premises, giving in detail the dimensions and diagram of space to be used for dancing, seating, toilet rooms, and means of egress.

Applicants must provide all required information and pay all required fees before a license application will be considered.

(b) *Location of Application.* Applications for a Single Event Entertainment License - Public Property shall be submitted to the Parks, Recreation, and Facilities Department for approval. All other applications shall be submitted to the Permitting and Inspections Department.

(c) *Timing of Application.* Applications must be submitted no later than the following:

1. For a Single Event Entertainment License - Private Property or Single Event Entertainment License - Public Property, a complete application, including license fee and noise deposit, must be submitted no later than seven business days prior to the licensed event.
2. For all other licenses, a complete application, including license fee, sound mitigation plan, and review fee, must be submitted no later than four weeks prior to the City Council meeting at which the applicant wishes the application to be considered.

(d) *Noise Deposits.* Applications for a Single Event Entertainment License - Private Property and Single Event Entertainment License - Public Property must include a noise deposit as follows:

1. The noise deposit must be paid before a Single Event Entertainment License will be issued.
2. The noise deposit shall be calculated based on the reasonably anticipated number of attendees:

Anticipated Attendees	Noise Deposit
Less than 200	\$100
200-500	\$250
500-1,000	\$500
1,000+	\$1,000

3. The noise deposit shall be double the amount listed above for any licensee who has forfeited a noise deposit within the previous two years.
4. The noise deposit shall be forfeited automatically, and in the City's sole discretion, if the licensee fails to adequately mitigate any noise impacts of the event after being given notice of the impact by the City and an opportunity to correct.
5. Forfeiture of the noise deposit shall be in addition to any civil penalties or other remedies provided for

in this Code, including the denial of a future license.

(e) *Sound Mitigation Plan.*

1. A sound mitigation plan shall be required for the following applications:
 - a. All initial applications for an Outdoor Entertainment License;
 - b. All initial applications for a Combined Entertainment License;
 - c. All initial applications for an Indoor Entertainment License if the licensee did not hold an entertainment license for the premises in the previous license year; and
 - d. All renewal applications that are required to go before the City Council for consideration.
2. A sound mitigation plan shall consist of the following:
 - a. The sound mitigation plan must be prepared and certified by a professional sound engineer with appropriate experience and training.
 - b. The sound mitigation plan shall be designed to minimize the impact of entertainment on the surrounding uses, and detail the methods by which the applicant will accomplish those goals.
 - c. The sound mitigation plan shall include, at a minimum, speaker location and direction; sound system details and controls; stage and site layout and direction; any noise cancelling or mitigating measures proposed; and anticipated sound readings at the proposed source of the sound, at a location eight feet (8') from the means of egress located nearest to the noise source and/or eight feet (8') from any outer wall of the premises (for indoor entertainment), at each property line of the premises (for outdoor entertainment), and at the closest residence.

- d. The sound mitigation plan shall require an on-site monitor when the number of attendees at an entertainment event is expected to exceed, or does exceed, 250. The on-site monitor shall be equipped with a dedicated sound pressure level (SPL) meter, and shall be available to respond to any inquiry of a City official during the time that the entertainment is being conducted.
3. The City and/or its designee will review the sound mitigation plan and will provide written recommendations to the City Council with respect to the proposed sound mitigation plan and license application. The applicant shall pay a sound mitigation review fee, as established by the City Council, to cover the costs of review.
4. The applicant shall be responsible for the City's cost of reviewing the sound mitigation plan.
5. Compliance with the sound mitigation plan, as approved by the City Council, shall be a condition of the applicant's license, if granted.
- (f) *Entertainment Sector Benefit Agreement.* The purpose of Entertainment Sector Benefit Agreements and the Entertainment Sector Trust fund established by this subsection (f) is to promote the city's creative economy and spaces for the arts, preserve the character and vitality of the arts and entertainment community and enhance accessibility for local artists, entertainers and residents.
1. As a condition of receiving a Large Capacity Entertainment License, applicants, other than the City, must enter into an Entertainment Sector Benefit Agreement with the City, which agreement is subject to review and approval by the City Council.
2. Any holder of a valid Large Capacity Entertainment License as of the effective date of this subsection (f), other than the City, must enter into an Entertainment Sector Benefit Agreement with the City prior to the second license termination date after

said effective date. Such agreement is subject to review and approval by the City Council.

3. The total value of financial and in-kind benefits that an applicant will be required to provide under an Entertainment Sector Benefit Agreement shall be the equivalent of a percentage of the ticket price of each ticket sold for each entertainment event held at the licensed premises, adjusted for premises capacity, as set forth in the following table:

Premises Capacity	Percentage of base ticket price
2000-2499	1.0%
2500-2999	1.5%
3000 or more	2.0%

The decision whether to accept an in-kind contribution in lieu of a financial contribution from an applicant under an Entertainment Sector Benefit Agreement will be in the City Council's discretion, in accordance with the City ordinance governing the Entertainment Sector Trust Fund.

For purposes of this paragraph, the term "base ticket price" means the cost of entry for an event excluding applicable taxes and third-party service and delivery fees. For example, if an entertainment license holder holds an event in its premises that have a capacity of 2200 people and sells 1500 tickets with a base ticket price of \$50 each and 700 tickets with a base ticket price of \$75 each, the amount due to the City would be as follows:

$$[(1500 \times \$50) + (700 \times \$75)] \times 0.01 = \$1,275.00.$$

4. Prior to execution of the first Entertainment Sector Benefit Agreement created under this subsection (f), the City Council will adopt an ordinance establishing an Entertainment Sector Trust Fund to hold any funds paid to the City pursuant to any Entertainment Sector Benefit Agreements and creating procedural rules for the disbursement of such funds to the entertainment sector. Such financial and in-kind contributions shall be used to provide benefits to entertainers and entertainment businesses in Portland, including, but

not limited to, the use or improvement of spaces used for entertainment events, rehearsals, or community events; materials, equipment, or services that are reasonably necessary for artists or entertainment businesses; funding for education and training of artists and entertainment business staff; and similar expenses.

(Code 1968, § 907.4; Ord. No. 231-80, 12-22-80; Ord. No. 34-95, 7-5-95; Ord. No. 285-19/20, 7-15-2019; Ord. No. 285-19/20, 7-15-2019; Ord. No. 107-25/26, 1-5-2026)

Sec. 4-53. Hearings.

(a) A public hearing shall be held prior to issuance of the following:

1. All initial applications for an Outdoor Entertainment License;
2. All initial applications for a Combined Entertainment License;
3. All initial applications for an Indoor Entertainment License if the licensee did not hold an entertainment license for the premises in the previous license year; and
4. All renewal applications that are required to go before the City Council for consideration in accordance with subsection (b) below.

(b) At the request of the City Manager or designee, or at the request of any member of the City Council or the Mayor, a public hearing shall be held prior to the issuance of any renewal under this division other than a Single Event Entertainment License - Private Property or Single Event Entertainment License - Public Property.

(Code 1968, § 907.5; Ord. No. 231-80, 12-22-80; Ord. No. 34-95, 7-5-95; Ord. No. 285-19/20, 7-15-2019)

Sec. 4-54. Appeals.

Appeal from the denial, suspension revocation or issuance with a condition or conditions of an entertainment license to a person shall be taken to the municipal board of appeals within thirty (30) days of such denial, suspension or revocation. The municipal board of appeals may grant or reinstate the permit if

it finds that the permitted activities would not constitute a detriment to the public health, safety or welfare, or that the denial, suspension or revocation was arbitrary or capricious. If a license is issued with a condition or conditions and the board concludes that the condition or conditions do not protect the public health, safety or welfare or are arbitrary or capricious, the board shall refer the license back to the city council to determine whether the license will issue without the condition or conditions or whether the application will be denied.

(Code 1968, § 907.6; Ord. No. 231-80, 12-22-80; Ord. No. 34-95, 7-5-95; Ord. No. 186-02/03, 4-7-03; Ord. No. 285-19/20, 7-15-2019)

Sec. 4-55. Duration.

(a) *Granting of Licenses.* Licenses shall be granted, denied, suspended, revoked, or granted with a condition or conditions as necessary to protect the public health, safety and welfare and in accordance with Chapter 15, except for the following:

1. A Single Event Entertainment License - Public Property shall be granted, denied, suspended, revoked, or granted with conditions at the sole discretion of the Parks, Recreation, and Facilities Department.
2. An Expanded Entertainment Addendum shall be granted, denied, suspended, revoked, or granted with conditions at the sole discretion of the city manager.

(b) *Expiration of Licenses.* Licenses shall be valid for one year from the date they are granted, except in the following situations:

1. Where the licensee holds a state liquor license or a municipal bottle club license, an Indoor, Outdoor, and/or Combined Entertainment License shall be deemed terminated upon expiration or revocation of the respective state license or the municipal bottle club license, as the case may be, prior to the expiration of the one-year period.
2. Where the licensee does not hold a state liquor license or a municipal bottle club license, but does hold a food service establishment license, an Indoor, Outdoor, and/or Combined Entertainment License shall be deemed terminated upon expiration or revocation of

the food service establishment license prior to the expiration of the one year period.

3. Chapter 15 notwithstanding, the city council may also grant temporary entertainment licenses for a period of less than one (1) year when, in its sole discretion, it determines that one (1) or more trial periods is necessary to evaluate the impact of the entertainment on the peace and quiet of the neighborhood and on the public health, safety and welfare.

(Code 1968, § 907.7; Ord No. 231-80, 12-22-80; Ord. No. 92-95, 10-16-95; Ord. No. 186-02/03, 4-7-03; Ord. No. 165-06/07, 4-4-07; Ord. No. 285-19/20, 7-15-2019)

Sec. 4-56. Reserved.

***Editor's Note:** Pursuant to Order 165-06/07, passed on 4-4-07 this section was relocated to section 4-1.

DIVISION 3. STANDARDS FOR ENTERTAINMENT PURSUANT TO A LICENSE

Sec. 4-57. Conditions; sound and noise limitation.

(a) Any other provision of this Code notwithstanding, a licensee shall not allow the licensed activity or any other activities on the licensed premises to generate sound or noise that exceeds either of the following standards without an Expanded Entertainment Addendum:

1. Eighty-five (85) dBA; and
2. Ninety-five (95) dBC.

(b) The standards set forth in subsection (a) above shall be measured as follows:

1. For indoor entertainment, measurements shall be taken eight feet (8') from the means of egress located nearest to the noise source and/or 8' from any outer wall of the premises.
2. For outdoor entertainment, measurements shall be taken from the property line of the premises nearest to the noise source and/or nearest to the complainant's location, if any.

Mayor and Council Offices
Mark Dion
Mayor
Date: November 18, 2025



To: Pious Ali, Chair and Members of the Housing & Economic Development Committee

From: Sarah Michniewicz, Councilor Dist. 1

Date: November 18, 2025

Subject: Proposed Amendment to Chapter 4 – Establishment of an Entertainment Sector Trust Fund and Fee for Large-Capacity Venue Licenses

Background

In March and April 2025, the Portland Planning Board considered a site plan application for the Portland Music Hall, a 3,300-seat indoor concert venue at 244 Cumberland Ave. In response to community and Council concerns about traffic, parking, and other impacts, the City Council approved a moratorium on entertainment venues over 2000 seats on August 11, 2025. While the Planning Board ultimately postponed its decision, the draft conditions of approval included a Community Benefits Agreement, proposed by the applicant, Portland Music Holdings, requiring a financial contribution of \$1 per ticket sold, to be divided between Greater Portland METRO and the local entertainment sector.

The concept that large-capacity venues should reinvest a small portion of their ticket proceeds to support the creative ecosystem they draw from was supported by members of the public, the arts community, and City staff.

The amendment to Chapter 4 (Public Entertainment and Amusements) proposed by myself and Councilor Grant, coming before the Housing and Economic Development Committee tonight, would formalize this principle in City Code, ensuring consistent treatment of all large-capacity venues (over 2,000 seats) going forward.

The amendment would establish an Entertainment Sector Benefits Agreement to support Portland's creative economy through cash or in-kind assistance such as rehearsal space, venue upgrades, and other measures to be defined by future ordinance, and a process to receive and allocate those contributions.

Purpose and Intent

The purpose of the proposed amendment is to:

1. Ensure that large-capacity entertainment operators contribute proportionally to the health and sustainability of the entertainment ecosystem in which they operate.
2. Mitigate economic impacts associated with the consolidation of entertainment markets by large corporate promoters, which may weaken small and mid-sized independent venues.
3. Provide a predictable, transparent framework for contributions tied directly to Chapter 4 licensing.

This model recognizes that Portland's independent venues, local musicians, and small producers form the foundation of the city's creative identity and economic vitality.

Fee Structure Rationale

This proposal creates a regulatory fee associated with a voluntary license class.

- **Direct Nexus:** The fee is directly tied to the regulation of entertainment venues under Chapter 4. It mitigates identifiable impacts resulting from large-scale entertainment operations, specifically, displacement pressure on smaller venues and reduced access to cultural infrastructure.
- **Dedicated Use:** Funds collected are not placed in the General Fund. They are restricted to the Entertainment Sector, to be used for activities that benefit the same regulated industry and the public interest in a stable, diverse entertainment sector.
- **Comparable Frameworks:** Similar regulatory fees exist for development impact mitigation, stormwater management, and parking. In each case, those who generate measurable external impacts contribute to offsetting them.

Basis for the Contribution Amount

The contribution rate proposed, 1–2% of ticket sales, is grounded in:

1. **Precedent:** The Portland Music Hall proposal established \$1 per ticket as a reasonable benchmark for community benefit contributions.
2. **Economic Risk Mitigation:** Even one or two small venue closures could cost Portland far more in lost employment, tourism spending, and downtown vitality than the modest contributions proposed. Independent studies estimate that every \$1 spent on local live

performance generates \$3–\$5 in secondary economic activity.

3. **Fairness and Proportionality:** For venues selling tens of thousands of tickets annually, this contribution represents a minimal share of overall revenue, well below standard industry service fees, yet provides a meaningful reinvestment in the ecosystem that sustains the industry.

Administration

The Entertainment Sector Benefit Agreement would be administered by an entity designated by ordinance—potentially the Portland Development Corporation (PDC) or a similar body—with clear guidelines for fund allocation, transparency, and annual reporting to Council.

Summary

This amendment ensures that Portland’s expanding entertainment economy grows responsibly and sustainably, with shared benefits across the creative community. By codifying a consistent contribution structure, the City would:

- Protect small and mid-sized venues from market displacement,
- Strengthen Portland’s identity as a creative capital, and
- Establish a fair, transparent framework that mirrors successful national and international models.

Thank you for considering this proposal.

[Sarah Michniewicz](#)

Councilor, District 1



To: Housing & Economic Development Committee
Councilor Pious Ali, Chair
From: Dena Libner, Assistant City Manager
Date: September 11, 2026
Re: City of Portland Support for the Arts

MEETING DATE

September 15, 2026

AGENDA ITEM

Agenda Item # 6 – Policies to Improve Public Support for the Arts

PURPOSE

This memorandum provides an overview of the ways the City of Portland currently supports the creative economy through direct funding, public art initiatives, and grants. It also summarizes examples of how comparable municipalities support arts and culture to provide context for future policy discussions.

COMMITTEE WORK PLAN/CITY COUNCIL GOAL ALIGNMENT

The City Council's 2026 Common Goals include "Strengthen Economic Vitality and Support Local Businesses." One of the identified policy actions supporting that goal is to "consider policy to enhance public support for the arts." This agenda item advances that policy action.

BACKGROUND

Portland's creative economy is supported through a combination of direct financial investments, the public art program, and economic development initiatives.

As the Committee considers future policy options related to arts and culture, it may be helpful to understand both the City's existing investments and how they compare with approaches used by similarly sized communities.

Current City of Portland Support for the Creative Economy

1. Annual support for Creative Portland

The City provides annual operating support to Creative Portland, the City's designated nonprofit arts and cultural partner. Creative Portland's work includes marketing the local creative economy; coordinating cultural programming and events; and promoting creative placemaking initiatives.

As part of its FY27 operating budget, the City Council appropriated \$200,000 toward Creative Portland.

2. Public Art Program

Established by ordinance in 2000, the City's Public Art Program provides a long-term framework for acquiring, commissioning, and maintaining artwork in public spaces. The program includes a public art fund, supported by an annual appropriation from the City's capital improvement plan; oversight by the Public Art Committee; and priorities for the acquisition, maintenance, and stewardship of public artworks throughout the City.

The City also administers a Temporary Art Program, which provides artists, nonprofit organizations, and other members of the public with opportunities to install temporary works of art on City-owned property. Proposed installations are subject to an application and review process, and there is no application fee.

Under the City's Percent-for-Art ordinance, a percentage of the City's capital improvement budget is appropriated for the restoration or acquisition of permanent public art. Since FY16, the City has invested over \$700,000 into the Public Art Fund through this process.

3. Merrill Auditorium

The City owns, operates, and maintains Portland's premier performance hall, Merrill Auditorium. Merrill supports the arts community through providing a world class venue for local, national, and international performers, and serves as the home for Portland Symphony Orchestra and Ovations.

The City invests more than \$800,000 annually to operate Merrill Auditorium and has invested \$780,000 in capital improvements over the past three years.

4. Vacant Commercial Storefront Art Program

As part of its downtown economic development efforts, the City pays local artists to license reproductions of their artwork for temporary display in vacant commercial storefronts. This initiative was based on best practices from cities such as [Springfield, MA](#), and serves several objectives:

- Compensates artists for the use of their work;
- Showcases local art to a broad audience;
- Activates vacant storefronts;
- Improves the appearance of commercial corridors;
- Encourages pedestrian activity; and
- Supports downtown revitalization.

5. Business Assistance and Community Development Programs

Creative enterprises, such as sole proprietorships in the arts and culture sector, may be eligible for support through the City’s Microenterprise Grant Program. This program provides grants of up to \$5,000 to Portland microenterprises owned by low- and moderate-income individuals. Since 2023, this program has distributed over \$405,000 to eligible recipients; approximately 20% of that amount has gone to creative enterprises. Most recently, this program was funded by American Rescue Plan Act funds; in FY27, the program will be funded through the Community Development Block Grant (CDBG) Program.

Although CDBG funding is not intended to serve as a general arts funding source, creative nonprofit organizations may also be eligible to apply for these funds if their proposed activities satisfy federal CDBG requirements. Eligible activities could include neighborhood revitalization activities, adaptive reuse of eligible facilities, public services benefitting low- and moderate-income residents, job creation, and microenterprise assistance. Eligibility depends upon the specific project rather than the artistic mission of the organization.

6. Entertainment License Community Benefits Agreement

The City is currently developing a Community Benefits Agreement framework associated with entertainment licenses. Development of the ordinance is scheduled to begin on September 15, 2026, by the Council’s Housing & Economic Development Committee.

The substance and final structure of the ordinance will require Council approval.

7. Concert/Festival Support – New in Calendar Year 2026

New in calendar year 2026, the City supported Portland’s Downtown District revival of the Summer concerts downtown activation program called “Concerts on Congress”, as well as the Maine Academy of Modern Music’s Annual Resurgam Festival when it expanded and added additional stages for the event.

Peer Communities’ Support for the Creative Economy

Many communities of comparable size support arts and culture through dedicated funding, public art programs, cultural planning, or partnerships with nonprofit organizations. While specific approaches differ, local government support generally falls into several categories:

- **Public Art Programs:** Investments in public artwork that enhance civic spaces, attract visitors, and reinforce community identity.
- **Percent-for-Art Policies:** Policies that dedicate a small percentage of eligible public capital project costs to the creation, acquisition, or installation of public art.
- **Artist Grants:** Funding opportunities that help artists and arts organizations create new work, expand programming, and contribute to the local creative economy.
- **Creative Placemaking:** The intentional use of arts, culture, and creative activities to strengthen neighborhoods, activate public spaces, and support economic development.

A high-level review of practices in selected peer communities with 1) populations of between 50,000 and 100,000 and 2) vibrant arts-and-culture communities¹ demonstrate how these cities provide support:

- Santa Fe, NM relies on a [tourism-driven Lodgers' Tax](#). Tax revenue must primarily support advertising and publicity for arts attractions and events, and is allocated to recipients through competitive application processes. It also funds a City Council District Funding program, in which each Council member receives \$10,000 in discretionary Arts & Culture funding.
- New Haven, CT requires that [one percent of the city's construction costs](#) for new or renovated municipal buildings be allocated towards the purchase of commissioned artwork. This mandate directly supports regional artists while enhancing municipal facilities and building a permanent civic collection of over 30 public installations.
- Boulder, CO uses a voter-approved, dedicated [local sales tax](#) to secure stable, long-term funding for community grants and artist workspaces. Boulder estimates that over \$115 million in annual creative sector economic activity by replacing general fund allocations with this guaranteed revenue stream.
- Missoula, MT has a [Percent for Art ordinance](#) similar to New Haven's. The Missoula ordinance mandates that 1.5% of eligible construction costs from public capital improvement projects be allocated, with 1.0% of the funds being utilized for commissioning, selecting, and the administration of new artwork, and the remaining 0.5% goes into a dedicated Public Art Trust Fund earmarked for the ongoing restoration and maintenance of the city's collection.

Percent-for-art ordinances are usually restricted to physical public art installations. They generally cannot be used to pay for performance art. By contrast, unlike construction-tied funds, sales tax revenue can be used more flexibly. Boulder can fund community grants, youth programs, and critically needed affordable workspaces for working artists.

FISCAL IMPACT

N/A

CONCLUSION(S)

Portland currently supports the creative economy through several programs rather than through a single comprehensive arts funding program. Compared with peer communities, Portland's overall approach aligns with many common practices.

¹ SMU DataArts, *The Top 100 Most Arts-Vibrant Communities of 2025* (Cultural Data Profile, January 8, 2026), <https://culturaldata.org/arts-vibrancy-2025/top-100-communities/>.

Future policy discussions may consider whether existing programs adequately advance the City's cultural and economic development objectives or whether additional tools would better support Portland's creative sector.

PRIOR COMMITTEE REVIEW

Housing & Economic Development Committee - July 21, 2026

PREPARED BY

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ATTACHMENTS

Attachment A - Celebrating Community: A Culture Plan for Portland, Maine (1998, Creative Portland)

Attachment B - Culture Plan Update of 2018: A Living Plan (2018, Creative Portland)



Celebrating Community: A Cultural Plan for Portland, Maine

Prepared by *Celebrating Community* Steering Committee

On October 5, 1998, the Portland City Council adopted this plan as an element of the Comprehensive Plan of the City of Portland, Maine.

Kay Wagenknecht-Harte 1951-1997

Landscape Architect, Architect and Portland's Urban Designer/Cultural Liaison (1993-1997)

Celebrating Community is dedicated to Kay, who was deeply committed to enhancing the culture and community of Portland. Those of us privileged to work closely with her were inspired by Kay's determination, insight, integrity, and generosity.

Detail:
Historian
Portland
Paul D' Amato

Celebrating Community: A Cultural Plan for Portland, Maine

English

Celebrating Community is a community-wide plan to create more vital neighborhoods in Portland by supporting broadly defined arts and culture: classical and traditional arts, humanities, ethnic cultures, festivals, community-based arts programs, and public art. For a translation of the plan's mission, goals, and ideas for action, please call 874-8723.

Khmer

ការធ្វើបុណ្យសហគមន៍កើតឡើងនៅទីក្រុងផតផ្សែនរដ្ឋមេន
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874-8723

Somali

Dabaaldega Bulshada waa qorshe loogu talagalay balaarinta iyo adkaynta xiriirka deris-wadaaga bulshada Portland, laguna xoojinaayo fanka iyo dhaqanka: fanka iyo suugaanta dhqamada kala duwan, insaaneyada, xafladaha bulshadaha kala duwan, iyo fanka dadwaynaha. Tarjumaada quorshaha hawi-galka iyo talooyinka fulintooda, fadian nagala soo xiriir telefoonkan 874-8723.

Vietnamese

Lễ Cộng Đồng là kế hoạch mở rộng cộng đồng để tạo tinh thần gắn kết thiết ở Portland qua việc làm phong phú văn hóa và nghệ thuật: nghệ thuật dân gian và cổ truyền, khoa học nhân văn, văn hóa dân tộc, chương trình nghệ thuật cộng đồng, và nghệ thuật quần chúng. Để có bản dịch về sứ mệnh của tổ chức, và ý kiến về chương trình, xin gọi 874-8723.

Spanish

Celebración de la Comunidad es un plan para toda la comunidad para crear mas vitales vecindades en Portland soportando ampleamente arte y cultura: arte clasico y tradicional, humanidades, culturas étnicas, festivales, programas de arte basado en la comunidad, y arte público. Para una traducción de las metas de este plan, para ideas de acción, por favor llame al 874-8723.

Russian

Празднуня Общественность – это всеобщий план более создания интегрированных районов в Портланде поддерживая всесторонние с еры искусства и культуры: классическое и традиционное искусство, гуманитарные науки, этнические культуры, фестивали, районные программы по искусству, и народное искусство. Для перевода целей миссии плана, и для идей, пожалуйста звоните 874-8723.

Bosnian

Slavimo Zajednicu je društveni plan da izgradimo vitalnija susjedstva u Portlandu podržavajući široko definisane kulturno-umjetničke discipline: klasična i tradicionalna umjetnost, humanistika, folklor, festivali, i kulturno-umjetnički programi. Za sprovođenje ciljeva i ideja ovog plana molimo vas da nazovete 874-8723.

French

Célébration de la Communauté est un plan à échelle communautaire afin de créer des voisinages plus vitaux à Portland en portant globalement appui aux arts et à la culture définies: arts classiques et traditionnels, attributs humains, cultures ethniques, festivals, programmes d'art communautaires, et l'art public. Pour une traduction des objectifs du plan, et des idées pour action, veuillez appeler 874-8723.

Swahili

Kushangiliya jamii ni mpango wa kupanua jamii kwa kumba ujiraniwa maana mu Portland tukisaidia kazi mbali mbali za picha na za malezi: kazi za maarufu na za zamani, kazi za umutu, malezi za kundi za watu, mashangilio, programu za jamii, na kazi za watu wote. Kwa kupata mafafanio ya nia ya ujumbe, mawazo na matendo ya mpango hiyo, piga simu ku namba 874-8723.

Preface

Celebrating Community, Portland's Community Cultural Plan, is the result of a community-wide process of fact finding and consensus building; *Celebrating Community* identifies cultural needs and aspirations of Portland's neighborhoods, and proposes policies and actions in response. This is the third phase of an effort that began with the *Downtown Vision* plan and continued with *A Plan for Portland's Art District*. The Portland Arts and Cultural Alliance (PACA), along with the City of Portland Planning Office, began the planning process for *Celebrating Community* in 1996 to strengthen the role of arts and culture in creating vital neighborhoods, and forge links between the goals of the Arts District to the neighborhoods of Portland. A citizen Steering Committee consisting of representatives from PACA, the Planning Office, arts and cultural institutions, education, and the artists' community guided the process.

The cultural planning process began with personal interviews of 63 Portland leaders representing various ethnic, religious, cultural, political, and neighborhood groups. Interviews explored the range of community constituents, their cultural lives and their cultural needs. A series of Public Forums was held in the spring of 1997. Teachers, school officials, artists and arts organizations discussed the needs and opportunities to link education and the arts. A revised version of *Kid's Cultural Horizons* was produced within this effort; the updated version, entitled *Cultural Horizons*,

is a catalogue of arts and cultural offerings available to schools and community groups. More surveys were taken at the Community Development meetings in the fall of '97, asking residents about the cultural life of their neighborhood. The Steering Committee distilled the information and ideas from all sources and developed a draft report. During the spring of '98, the Steering Committee held four community forums using interactive exercises and facilitated discussions to set priorities and refine the ideas in the plan. New ideas were collected from participants at the forums and folded into the mix for discussion and consideration. This final process formed the mission, principles, seven goals, and twenty-four main action ideas of *Celebrating Community*.

As a companion piece to *Celebrating Community* five professional photographers were commissioned to find and capture images of cultural expression within a distinct Portland community of their choosing. In this project, entitled *Expressions of Culture*, the photographers were given broad discretion in interpreting what forms a community and its culture. *Expressions of Culture* is a case in point, that the arts are uniquely capable of revealing the soul of a community. The images speak as much as all the printed words about the people and places that make the Portland community.

This book presents some images from the *Expressions of Culture* project, along with the findings, goals and recommendations of *Celebrating Community*. By incorporating

Celebrating Community into the city's comprehensive plan, Portland recognizes the importance of cultural vitality to the community. Comprehensive plans inform policy of city government and are the basis for decision making on things like ordinances, programming, and capital investments. *A Plan for Portland's Art District*, for example, helped the city understand the "arts' industry" and motivated the City to support PACA. The Arts District and the *Celebrating Community* plans will serve as a blueprint for PACA's work and help PACA's members fulfill the cultural and creative aspirations of Portlanders. This is a partnership effort that embodies our mutual understanding of arts and culture in the life of the community. *Celebrating Community* sets the stage for how the City and PACA can work together to enhance the quality of life for all of Portland's citizens.

The ideas contained in *Celebrating Community* are not prescriptive, exhaustive, or final. Rather, the plan sets a framework for fostering grassroots initiative, provides a compass for establishing policy and priorities, and marks a commitment to secure resources to respond. The plan is flexible and adaptable, and should be viewed as the next step to linking the diversity of our people, the identity of our neighborhoods, and the expressions of our cultures to the strengthening of our community.

Acknowledgements

Celebrating Community

Steering Committee

Priscilla Dreyman
Spiral Arts Inc.
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Portland Performing Arts
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Maine Humanities Council
Maine Arts Commission
City of Portland

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Jim Daniels
Tonee Harbert
Jocelyn Lee
David McLain

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Portland Performing Arts
Andrea L. Volpe, Colby College

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William Doughty
Victoria Hershey
Rachel Talbot-Ross
Dana Souza

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Vinita Brown
Jose Colon
Paul Connelly
Deborah Cummings-Khadraoui
Donna Gilbert
Ahmed Hassan
Tony Kostopoulos
Hung Nguyen
Oscar Mokeme
Gregory St. Angelo
Moses Sebunya
Rachel Talbot-Ross
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Nance Parker
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Introduction: Culture and Community

Community and *culture*, two key words frequently used, abused and misconstrued, are concepts that require some boundaries as we consider their prominence in the cultural plan. Portland is itself a community, but so is Stroudwater, the Waterfront or the kitchen staff at the Village Cafe. Many people think of culture as the stuff that resides in Greek Revival museums and opera houses, the elite arts of 18th and 19th century Europe, a realm that few millennial Americans occupy.

For the framers of this report, community and culture are assumed to have the broadest possible readings, which may also allow for highly specific contextual usage. Community and culture are characteristics of social existence which we all share, and interact in the complex and multi-layered dance which makes Portland, Maine a dynamic and exciting environment.

What is a community? Any grouping of individuals who share something, anything, in common, and consider themselves to have some allegiance to each other as a result is a community. We all begin life within the community of our own families, but quickly become part of other participatory communities as well: second graders, baseball players, dancers, college students, workers, parents, senior citizens. Some communities, such as nationality, ethnicity or religion, we are born into. Others we select for ourselves: political affiliation, occupation, place of residence, pursuit of interests. Within each of these

spheres, we share with the other members of the group a set of common experiences and assumptions about what is valued, how it is to be cherished and how to interact with each other and the world. Each of us is part of many different communities, effortlessly shifting conceptual gears as we move among them. The internal rules which govern what is proper and what is unacceptable will vary substantially between the dance hall on Saturday night and the church on Sunday morning; still, many people participate in both communities without committing social gaffes or feeling any sort of conflict.

It is this complex matrix of coexisting and overlapping community allegiances which forms the core of personal and social identity, and which this report addresses. The larger idea of *Portland* contains within it myriad diverse communities, each of which contributes to the greater civic community. Each of these communities within our community is worth celebrating, because each embodies its own culture.

Culture is the enactment of community. It is the way communities select to express themselves, the glue that binds them together internally, and the displays that represent them to the world. Culture is expressed in what we wear, what we eat, how we dance, who we revere, how we worship. It is an Indian woman's sari, Italians making pasta, fishermen's knowledge of how to read the weather signs, the etiquette of a society

wedding, French people dancing *Lady of the Lake*, and the stories refugees tell their children about their homelands. Every community has its own culture that interacts with and influences every other culture with which it coexists. This ongoing process of cross-fertilization is part of what keeps cultures and communities dynamic and healthy.

This conception of culture is inclusive of the performing and visual arts. It contains the classical and traditional art forms of dance, music and craft, as well as contemporary painting, free jazz and avant-garde theater — all of which are expressions of a community-based aesthetic. But it is not restricted to the domains usually associated with "the arts." Our definition of culture is broader, extending from the fabric of personal interactions to the rituals which signal our participation in community. Far from any notion of elite culture, our aim has been to thoroughly democratize our cultural perspective and to empower communities that have previously been absent from public cultural discourse. At its core, this planning process has been an attempt to take a measure of our entire community and its constituent cultures, and to devise a set of mechanisms through which our representative civic government might address their needs and aspirations. In so doing, *Celebrating Community* intends to enrich and enliven Portland's civic life and spirit. As we celebrate the diversity of Portland's people, we nurture the unique and positive spirit of the whole community.

Expressions of Culture: Five Photographers, Five Communities

A year ago last August, five Portland photographers sat with twice as many city planners, urban designers and arts administrators in a small, crowded office and began a conversation about documenting community culture.

The task presented was to create a photographic essay about Portland's diverse cultural communities. With the assignment, a new layer of complexity was added to

the already dynamic relationship between community, culture and the arts within our small city.

Community can be defined in many ways — from the obvious and involuntary delineations of neighborhood, ethnicity and religion to the voluntary choices groups of people make — as in the work they do, the values they hold or the social clubs to which they belong. In addition the use of the term culture has

broadened, both within this planning document and by the field, to include the patterns and expressions of all groupings and communities of human beings and the products of their artistic expressions, whether presented at the grange hall or auditorium, a fishing net workshop or gallery space.

Each of the photographic images illuminating this planning document tells a

short story about the culture of a distinct community. The photographers, invited to the project for their artistic merit and work experience, were each asked to choose a community that they desired to observe more closely.

Their choices for communities may appear arbitrary: Tonee Harbert selected Portland's diverse, expressive Congress Street neighborhood; Jim Daniels chose the Cambodian newcomers, the largest

and oldest Asian refugee population; Paul D'Amato's portraits examine the faces of individuals as they participate in social clubs and community gatherings; Jocelyn Lee captures the private world made by children at play in her own Munjoy Hill neighborhood; and David McLain immersed himself in Portland's distinct working waterfront.

The images provide us, as viewers, a way to broaden and test our ideas about community and culture.

As a city, we are beginning to understand that the arts and culture are found in many places not seen before, and the traditions and rituals of ethnic groups, communities of manual laborers and a couple dancing at a social club, all provide a richness that adds to the cultural depth and wholeness of our city.



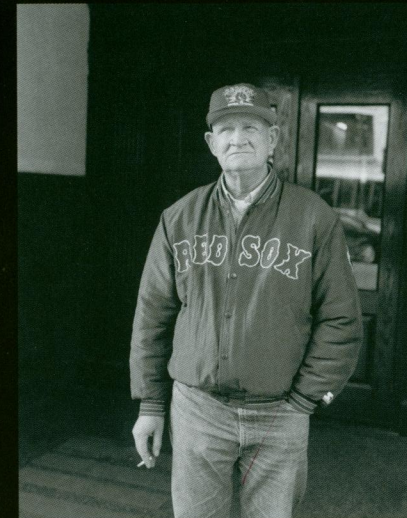
Robert Robinson, Shoe Shiner



Fred Hoffmeister, Violinist



Ashantis Yeboah, Student



Ralph Dahms, Retired Concession Worker

Tonee Harbert

The community I have documented is an urban stretch of Congress Street, roughly five blocks long between Monument and Congress Square. Congress Street is a neighborhood, a place where people live and work, do business, hang out. It would be

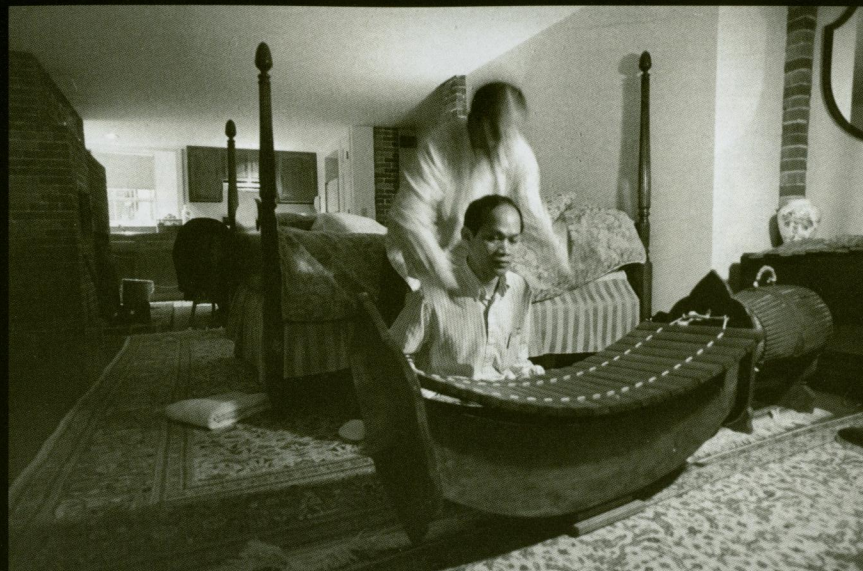
difficult to find a street with a greater mix of humanity in the state of Maine.

The people in these photographs were chosen because I see them often on the street, and was drawn to their faces, their postures and life they bring to their community.

I am using the genre of street portraiture to put a face on a place. This is my own personal and subjective approach and not an academic, ethnographic or sociological survey.



Untitled



Untitled

Jim Daniels

Community means different things to different people, but to me it signifies a group held together by a shared purpose, usually existing within the context of a larger society. I chose to spend time with the Cambodian community, a group of over three thousand refugees, and the largest Asian community in the city.

This is a group of people who have come here out of need, some out of desperation, and most through extremely trying circumstances.

I approached this project with an open, albeit, Western eye, while looking for images of commonality. I see my photography as an expression of who I am as much as it is a reflection of what I see. I try always to

maintain a great deal of respect for my subjects, but long ago gave up trying to be completely objective because objectivity is mostly illusion. The more important point is to be completely honest.



Pool Players, Woodfords Club, Portland



Trefethen Club, Peaks Island

Paul D'Amato

I photographed at events on the islands and at various social clubs on the mainland. I went from place to place, event to event, looking for something they all had in common that superseded ethnic, religious, class, or geographic affiliation. I was guided by a few

simple observations: that community is the promise of refuge from isolation, and that we all negotiate the gulf between our sense of self and belonging (to a group) in different ways and to different degrees. Though we constantly strive to be a part of something larger — a social club, a sports team, a political party, a 12 step program —

most of us feel separate from the whole, always a little different from the rest.

Whatever community we belong to, we live in the space that exists between our sense of self and our sense of the group. I want to make

pictures that describe this emotional terrain, pictures that represent the larger community that we all share in, which we are a part of and separate from at the same time.



Untitled



Untitled

Jocelyn Lee

Munjoy Hill is a neighborhood with a physical boundary. On a hill with its outer limits defined by Casco Bay, an interstate highway, and the city of Portland, the once stately neighborhood is not maintained or developed like many other Portland communities.

Economically, Munjoy Hill is diverse, representing a kind of core sample of Portland's population, without perhaps the very wealthy. Students, professionals, and the elderly live next door to families struggling to survive on welfare. Like many inner city communities, most homes are multilevel dwellings with small to nonexistent backyards. Because

of this structure, the children's play occurs primarily out of doors, often in the streets, or in the small green areas between houses. When weather permits, the grassy hills that lead to the water also provide hidden, overgrown areas, fertile for game playing.

The photographs in this series are about the space children create when all they have at their disposal is their own bodies and the physical world around them. In making these images it was my intention to show how children moving through a familiar landscape, like a neighborhood, discover and reinvent that landscape through play. Although all of these photographs were made in the moderately urban area of Munjoy Hill,

(filled with cement driveways, sidewalks, cars and small backyards) the ability of the children to transport themselves with few tools (apples, ice, a small pool, a hose, a tree, a house cat) remains large and ever inspiring.



Net Maker



Fisherman in Hold

David McLain

Before spending a large amount of time on the Portland waterfront, I was drawn to the array of "sub" communities appearing to co-exist in and around the wharves; condominiums next to fish markets and lobster boats moored next to luxury yachts. This diversity within a

community intrigued me and I believed it to be the defining characteristic of Portland's waterfront.

But as I spent more time there, I began to make a distinction. I was drawn not to the people who *live* on the waterfront, but to the people who *make* their living from the waterfront. It is the boat builders, net makers,

and fisherman whose presence created a singular, unique environment. These people, earning their living because of the waterfront, comprise a vibrant part of Portland's cultural landscape and create a unique community rooted in a rich history and deep connection to the water.

Mission, Principles, Goals

Celebrating Community is based on the Mission:

To celebrate Portland's shared history and to instill pride in our cultural diversity;

To promote greater awareness of and access to arts and culture for all of Portland's citizens, both individually and collectively;

To encourage greater community participation in arts and cultural activities and increase the sustainability of Portland's arts and cultural life; and

To strengthen community through our arts and culture.

The Mission is based on the following Principles:

People in the community are enriched by the exchange and interconnection of cultural expression.

Intergenerational transfer of culture and tradition is valuable.

Every individual deserves an opportunity to explore and develop his/her creative and expressive potential.

Arts enhance learning.

The public school system should set the highest standard of arts access and education.

Active participation and engagement in the cultural life of the community increases the connection and commitment of the citizenry.

Arts and culture contributes to the economic vitality of Portland.

Arts and cultural organizations have an obligation to stay abreast of the changing interests and needs of its community, and concurrently, they have a responsibility to communicate and disseminate art and cultural traditions.

To achieve this Mission and based on the Principles, Celebrating Community has these 7 Goals:

1. Promote discovery, appreciation, understanding, and pride in Portland and the diverse cultures found within the City.

2. Develop and enhance opportunities for students of all ages to engage, create and perform with the local arts community.

3. Build, expand and sustain audiences.

4. Encourage and safeguard artists' continuing presence in the community.

5. Improve the vitality and civic support of arts and culture throughout the City.

6. Apply arts and cultural solutions to the community's social issues.

7. Strengthen neighborhood identity through cultural programming and create connections between neighborhoods and the Arts District.

The following pages elaborate these seven goals, summarize findings from community participants, and present ideas for action. These findings, goals, and ideas for action form the basis for future initiatives by the City and cultural community. Participants offered many specific suggestions, some of which are presented here to illustrate the range of potential activities that could come from this plan.

Great neighborhoods make a great city





Immigrants and refugees have contributed immeasurably to our city. They have raised their families, made homes and invested a great deal in this city. The interests, aspirations, and hope of security in the community exist for us all; they are not exclusively one culture or the other.

Kaleidoscope of Cultures
Volume 2, January 1996
Portland Police Department

Findings

Portland has a rich history as a maritime center and urban community. Historically Portland's population was white Anglo-Saxon, with a substantial minority of Irish, Italians, Jews, Greeks, Armenians, and other immigrants. In the 1980's Portland was designated a Refugee Resettlement community. Today 42 languages are spoken in the Portland public schools with most of the recent immigrants coming from Cambodia, Vietnam, Eastern Europe, Africa and Islamic nations.

Currently there is a community desire for more cultural programs that reflect the heritage of Portland and highlight the multiple cultures represented in the City. Many respondents cited a need for a community center, serving all ethnic communities and residents, which would promote broad artistic expression and cultural understanding. Opportunities are sought for traditional and emerging artists to develop their work, to broaden audience appreciation of heritage arts, and to include new cultural arts within the whole arts' community.

Many artists, community leaders, and religious leaders expressed feelings of alienation and lack of acknowledgment, respect and understanding for their work and cultural traditions. As one religious leader stated, "It always feels incumbent on the minority to reach out; it is always hard to say, 'Oh, you forgot us.'" The arts can bridge across language, religious and cultural differences. Cultural outreach is a means to create connections and build trust in every aspect of community.

Ideas for Action

1. **Increase opportunities for programs, festivals, and collaborative series that reflect and celebrate the history, cultures, heritages, religions, and interests of all Portland citizens.**

Encourage opportunities for local artists of diverse heritages to develop, present, perform, and record their work.

Establish exhibit space to present Portland's history and to document current aspects of the community so that a wider variety of Portland's population can see their interests presented.

Create traveling photography exhibits of historic neighborhood photographs, and other photo documentaries such as *Expressions of Culture*, to exhibit in Portland neighborhoods.

Detail:
Untitled
Jim Daniels

There's something about passion, emotions, doing and being present - while being aware of others - these are part of my creative process. In fact, when I'm doing it well, I'm not performing. As a community person, I need a community to be in a similar place as me, open to experimentation, allowing itself to be vulnerable, where I can feel safe to create, to touch the divine with all the power that it contains. One way this happens is through song. My culture and faith run through all I do.

Rabbi Carol Braun
Temple Beth El

Create opportunities for the continuation of ceremony, custom, music and art forms between generations.

2. Commission work from visual, performing and heritage artists to advance Portland's reputation as a creative center.

Exhibit art, crafts, and collections in City Hall and other public buildings.

Support an ongoing Maine Artist's exhibition program in Portland.

Hold an annual competition for local authors and publish the winners in a collection of short stories, essays, and poetry.

Support opportunities for interactive theater focused on diversity issues and indigenous theater performed in the native language.

3. Create connections between the City's schools and traditional and ethnic artists.

Connect students and emerging artists with master artists to learn traditional arts.

4. Enable people, particularly those who have been left out, to participate in cultural events and encourage a "feeling of belonging to that world."

Establish a mentoring or outreach component within community art programs.

Make more exhibits hands-on and performances approachable for individuals who are visually or hearing impaired, or face mobility challenges.

5. Support a community center in the Arts District for performing and visual arts which serves all citizens and is accessible to the broadest range of artistic expression. The Center could provide space for workshops, exhibitions, performances, residencies, master classes, and mentoring programs.

Detail:
Mark Sanborn
Library Volunteer
Tonee Harbert



What I like about Portland is the sense of community here... I would like to see the adults and shopowners of Portland become more welcoming to teenagers and I wish there were more places for us to go, like clubs that will have more all-ages concerts.

Althea
Portland High School

Findings

"It would be great if there were more opportunities to educate adults that making art isn't just for kids," stated one respondent. Many citizens cited a need for affordable space to accommodate a range of uses, such as studios, classrooms, exhibit space, performance areas, and community kitchens. Organizations and institutions offering educational opportunities to adults frequently identified a need for teachers and mentors to teach their programs.

Educators in the public schools offer arts and culture to students in many creative ways, and teachers are using outside resources to enhance learning in their classrooms with a high degree of satisfaction. Limitations to incorporating local artists and programs into schools include inadequate funding levels for visiting artists, transportation expenses, schedule conflicts, and lack of information of local opportunities. Based on survey responses, public school teachers list the following six priorities to achieve their objectives for arts and cultural education in the classrooms: Funding, 88%; Resource Materials, 50%; Available Time, 51%; Adequate Transportation, 46%; Support for Arts and Cultural Education, 42%; and Access to Artists and Resources, 42%. Artists and cultural representatives express a desire to share their talents, arts, and knowledge in the schools, and to seek assistance in forging these connections. The greatest needs are to expand funding for arts and cultural education, to share information on available arts and cultural programs, and to integrate local arts and cultural resources into the curriculum.

Ideas for Action

1. **Expand the arts' curriculum (K-12) to ensure comprehensive and multi-cultural arts education in every classroom with related after-school/Saturday/summer season activities.**
2. **Combine efforts of the Arts in Education Committee of Portland Partnership and PACA to increase and coordinate support for arts education in Portland's public schools.**

Create sponsorships and scholarships for young artists to pursue their arts and cultural education.

Update, publish and distribute *Cultural Horizons*.

Hold an open house event in the schools to introduce teachers to artists and organizations that are offering arts and cultural programs for students.

The key to the long-term vitality of any community is directly related to one question: what is the community doing today to develop the artist and art participants of tomorrow? Investment in the cultural and artistic future of our children is an investment in the long-term sustainability of our community. A community without a thriving arts and cultural environment is partially dead.

Glen Cummings
Executive Director
Portland Partnership

Develop connections with local businesses engaged in the arts to serve as mentors and as destinations for “Art to Work” field trips.

Integrate the Maine Center for the Blind & Visually Impaired, and the Governor Baxter School for the Deaf into the City’s arts and educational life.

Establish an awards program in the schools to recognize outstanding achievements in using the arts as a learning resource.

3. Coordinate exhibits, performances and resources available at community institutions with the school curriculum.

Create collaborations between museums, colleges, arts’ organizations, and local schools to offer joint modules on themes such as Portland’s heritage and development, the history and language of Native Americans, immigration to Portland over the centuries, or other topics using shared resources.

Bring more artists into the classrooms to perform, demonstrate, create, and discuss their work.

Coordinate the use of resources, staff and equipment between schools, and use “block booking” for artists.

Create an “arts bus” dedicated to transporting students to local arts and cultural resources.

4. Support lifelong learning and participation in the arts for all citizens.

Offer more studio art classes through adult education and support the acquisition of needed equipment, such as pottery wheels and metal smithing materials.

Inventory facilities and list physical upgrades required for the success of the arts and cultural curriculum. Match educational needs with existing local resources where possible.

Offer recent immigrants and other interested citizens training and support to develop businesses employing their traditional arts.

Promote and develop neighborhood mural projects, theater groups, writing groups and other creative ventures.

Findings

The relationship between artists, audiences, and arts and cultural institutions is often portrayed as a triangular model that is successful when the sides and angles of the triangle are equal. Currently, a healthy relationship exists in Portland. According to the market study conducted for *A Plan for Portland's Arts District*, 50% of Portland's primary market area attended a live performing arts or entertainment event within the year and 49% had attended a museum or art gallery. The study also found that 70% of the attenders are considered heavy attenders, having participated in seven or more events. Participation levels continue to increase with the Portland Museum of Art logging its largest number of visitors during 1997, and record audiences are attending performances at Merrill Auditorium. Nonetheless, many reported limitations to participation including high ticket prices, time constraints, lack of transportation, and language and cultural barriers. Arts providers seek to improve community awareness about events, organizations and artists through clear advertising of arts offerings. Increased access and outreach will sustain these relationships and broaden Portland's audience base.

Ideas for Action**1. Encourage broad audience participation by leveraging connections within the community.**

Include diverse membership in the design and presentation of community programs.

Build upon the creative relationship that existed for generations between the arts and religious communities, and create collaborative efforts for networking and presenting.

Collaborate on joint advertising and marketing, using concepts of market segmentation and person-to-person marketing, and securing free or low-cost advertising.

It is exciting that the Portland arts, political and economic communities are now coming together to focus on the importance of the arts in our collective lives. The social and economic impact of the arts in our daily lives has for too long been underestimated and undervalued.

Peter S. Plumb
Attorney and
Community Leader

2. Increase opportunities for low-income individuals, students, and families to attend museums, concerts, and arts events.

Provide free tickets (expand the neighborhood access program), group discounts to community groups, discounted passes for families, and cheaper same night tickets.

Provide access to child care during performances.

3. Assess the need for a 150 to 400 seat performance facility designed for traditional and contemporary performances.

4. Cultivate media connections to accurately inform and support positive coverage of the arts.

Develop a close relationship between the arts community and the local media, including the Public Access Station, to increase exposure of local arts.

Community arts reporting could include a calendar of events, storytelling, art criticism, poetry, writers, record reviews, local arts news, school events, close-ups of artists and art businesses, and other programs highlighting local art and cultural activities.



Goal

Encourage and safeguard artists' continuing presence in the community.

Art is a celebration of life. It gets people through the hard times and makes them strong. It cures sadness. Music is medicine sometimes. It would be good to find a way to make our artists known. This would be a way to draw people to Maine, a way to build the economy. Artists are very international people. Now they are too localized in their audience.

Bernard Tshimangoley
Singer, Drummer, Painter,
Performer

Findings

A *Plan for Portland's Art District* documented the presence of many individual artists, representing many arts disciplines, who expressed great interest in the City's cultural planning process. The primary interest of artists is to perform or show their work, particularly for emerging and ethnic artists. Artists interviewed or surveyed for *Celebrating Community* and the second edition of *Cultural Horizons* also seek affordable spaces to produce their work, practice, perform and live. Networking, feeling connected within the arts community, and learning from other artists are objectives of many artists.

Ideas for Action

1. **Encourage and develop live/work and work spaces for artists, controlled by artists.**
2. **Support more activity on the street and in the public realm, such as street musicians, public art, community murals, and festivals.**
3. **Provide technical assistance to artists and organizations.**

Help develop promotional and marketing materials, business planning, copyright law, and networking.

Develop a training program for the business activities of artists.

Support more opportunities for employment and training.

Detail:
Ship Builder
David McLain

Portland's lively art scene and cultural richness contributes to the vibrancy of our city, making this a great place to live, work, and play. We all benefit from a healthy arts and cultural environment, and we all have a responsibility to do what we can to support it.

Joe Malone
Businessman
Member of the Portland
Public Arts Committee

Findings

Portland is rich with diverse and outstanding arts and cultural organizations. The arts' industry is a major economic force as documented in *A Plan for Portland's Arts District*. Total direct impact of cultural spending in Portland is over \$33 million annually. Arts and cultural organizations alone spend \$21 million, including \$9.8 million in payroll each year. There are over 2,000 events annually, of which more than half are free, and the total audience exceeds 900,000 people. The Arts District is the central location for the City's cultural life; over 96% of the free events and 76% of paid admissions occur within the District. Portland's arts industry needs and deserves financial support and up-to-date information.

Ideas for Action

1. **Establish a PACA funding program to secure or to commission arts and cultural programs, created by local artists and organizations, which address identified public objectives.**
2. **Create an information clearinghouse in PACA. The clearinghouse would be a centralized and coordinated source of information for artists, cultural community representatives, teachers, citizens, neighborhoods, social service agencies, and arts and cultural organizations. The potential information to be maintained includes:**

Unified way of listing and accessing resources;

Grants information;

Develop an on-going referral network of arts, heritage, and cultural programs available for community groups, businesses, and schools;

Census of local artists, performers, musicians, and heritage artists: names, description of work, and how to contact;

Master calendar of upcoming events;

Calendar of religious and other holidays;

Opportunities for potential collaborations among community organizations, schools, artists, and cultural institutions;

Models of creative and successful projects for promoting arts and culture in communities.

Develop a web site/cultural map as a virtual marketplace/arts exchange tied to PACA's central clearinghouse of data, the cultural census, and *Cultural Horizons*.

3. Advocate for State financial involvement in supporting arts and culture in Portland.

4. Expand support for Portland's Public Art Program. Educate citizens to the value of public art, and offer a venue for artists and students to make and exhibit public art.

Designate site(s) for continuous installations of temporary and experimental sculpture.

Create a master plan for public art, identifying and prioritizing key locations for potential public art projects.



Portland does pretty well for a city its size; it has the arts district; however it is very difficult for low income families to attend. There are free days but what if work schedules don't permit attendance? Business sponsorships could sponsor/pay for membership passes or tickets to allow families to attend. Art is everyday life - as a function of life - art is for everybody, not just the rich and well-educated; art is inclusive. We need to diffuse the myths about art that it is an "extra" - art is integral to life.

Linda Hogan
East End Children's
Workshop

Findings

Many of Portland's community service agencies offer arts and cultural programs for their clients. There are unmet needs and opportunities for enrichment of these programs. Sometimes agencies have program ideas to carry out, resources and space to be used, and client issues to be addressed through arts and cultural programming. A teen center and programs/activities for youth were recommended by neighborhood leaders and social service organizations. These findings correspond with the recommendations of City's Task Force on Youth Activities, which has resulted in Portland's Park and Recreation Department securing City funding for a teen center and a skateboard park. Creative expression can provide an appropriate outlet for youth to process the stress and tensions of urban life, and can help them develop self confidence and respect for others.

Ideas for Action

1. **Develop more opportunities outside school for youth, particularly low-income students and children with special needs, to see, experience, and participate in visual, performance, and heritage arts.**

Create programs to actively engage youth in the arts through opportunities to sing in a chorus, to take music lessons, to learn a craft, to write a play, or to participate in other arts and cultural endeavors.

Provide programmatic support for a teen center.

Establish a community arts center in the St. Lawrence Church to reach out to youth at risk, and engage them in arts and cultural programs and skill building.

Detail:
Untitled
Jocelyn Lee

2. Work with human services/social service agencies to expand arts programs for all, and to address community issues and special needs of citizens.

Expand volunteer opportunities for art students to work with various groups in the community using the arts as a learning tool.

Use community service newsletters to distribute information regarding arts and cultural events, potential collaborations, and programs/services.

Book a monthly art activity or program that travels to local social service agencies.

Use the arts as a bridge to connect new and established racial and ethnic groups, and as a safe expressive outlet for the stresses and tensions inherent in a changing social fabric.

Detail:
Harvest Dance
Woodfords Club
Portland
Paul D'Amato



Bringing people and art together enriches the entire community because art is an expression of life, a reflection of life. Celebrating Community is about putting a local thumbprint on how we express and reflect our lives.

**Solange Kellerman
Portland Adult Education
Community Life
Coordinator**

Findings

A survey distributed at the City's neighborhood meetings revealed that the sense of community and level of neighborhood activities are well defined in particular neighborhoods and islands, but lacking in other neighborhoods. Community leaders seek arts and cultural programming to address cultural needs and to build a sense of community in neighborhoods. Transportation is a limiting factor for many neighborhoods, community groups, and public school classes. Full participation in the City's arts and cultural life also requires overcoming the obstacles of cost, availability, scheduling and fear of the unfamiliar.

Ideas for Action

- 1. Create a City-wide approach where both neighborhoods and the Arts District are venues for heritage, performing, visual, and public art projects.**

Develop arts and cultural centers in every neighborhood by creating partnerships with existing facilities (schools, public buildings, churches, parks, storefronts, etc.).

Expand the hours of the public libraries, and increase the use the schools and parks for community events and art programs.

Identify opportunities to merge neighborhood activities with arts and cultural events in the Arts District.

Organize an Artmobile (like a bookmobile) to take art programs into new locations.

Sponsor arts and cultural activities, performances, concerts and exhibits in the neighborhoods.

Encourage arts and cultural organizations in the Arts District to develop activities in the neighborhoods.

2. Improve transportation access to arts and cultural venues throughout the City.

Coordinate METRO's schedules with events to meet the particular needs of youth, families, and elderly citizens.

Collaborate between cultural institutions and METRO to create a fare and ticket program targeted to students and their families (e.g., Saturday matinee package deal for family of three or more).

Improve transportation access from the ferry to the Arts District.

Provide an art bus or trolley to take people to the locations where arts and cultural events take place.

Implementing Celebrating Community: Portland's Community Cultural Plan

Celebrating Community is filled with exciting and imaginative ideas for action; it is an ambitious blueprint for dramatically increasing the variety and number of arts and cultural activities and projects in Portland. The question, of course, is WHO will do this?

Portland Arts and Cultural Alliance

The Portland Arts and Cultural Alliance (PACA) will take the lead in implementing this plan. Its members include arts and cultural organizations, educational groups, businesses, and individuals. Established as Portland's local arts agency in 1997, PACA has focused on promoting, strengthening, and enhancing arts and cultural organizations and activities in the city. Now, with this plan, PACA can move forward in developing community arts programs.

Contact:
Deborah Krichels, Executive Director
Portland Arts & Cultural Alliance
PO Box 4532
Portland, ME 04112
207.772.0150

Detail:
Untitled
Jocelyn Lee

The City of Portland

The City of Portland has shown true leadership in the conception and development of the Arts District Plan and this Community Cultural Plan, and has supported these efforts generously. The City of Portland will continue to play an important role in implementing this plan. Particular areas of city government which can play a significant role in this plan include Planning Department; Parks and Recreation; Community Policing; Housing and Community Development; Portland Housing Authority.

Contact:
Alan Holt, AIA
Urban Designer & Cultural Liaison
Planning Department
City Hall - 389 Congress Street
Portland, ME 04101
207.874.8723

The Portland Partnership and the Portland School Department

The Portland Partnership and its Arts in Education Committee has the important role of linking the arts community to the schools. It sponsors an annual arts minigrant program to support innovative arts projects in the classrooms and works with PACA on several joint projects. The Portland School Department will continue to be involved in community arts through the Portland Partnership as well as through PTO groups, school administrators and, of course, the teachers themselves.

Contact:
Glenn Cummings, Executive Director
Portland Partnership
331 Veranda Street
Portland, ME 04103
207.874.8100

The Public Arts Committee

The Public Arts Committee, a volunteer citizen committee appointed by the City Council, has the charge of overseeing Portland's Percent for Art program in the city and developing a public art plan. The Committee will take an active role in implementing aspects of the cultural plan.

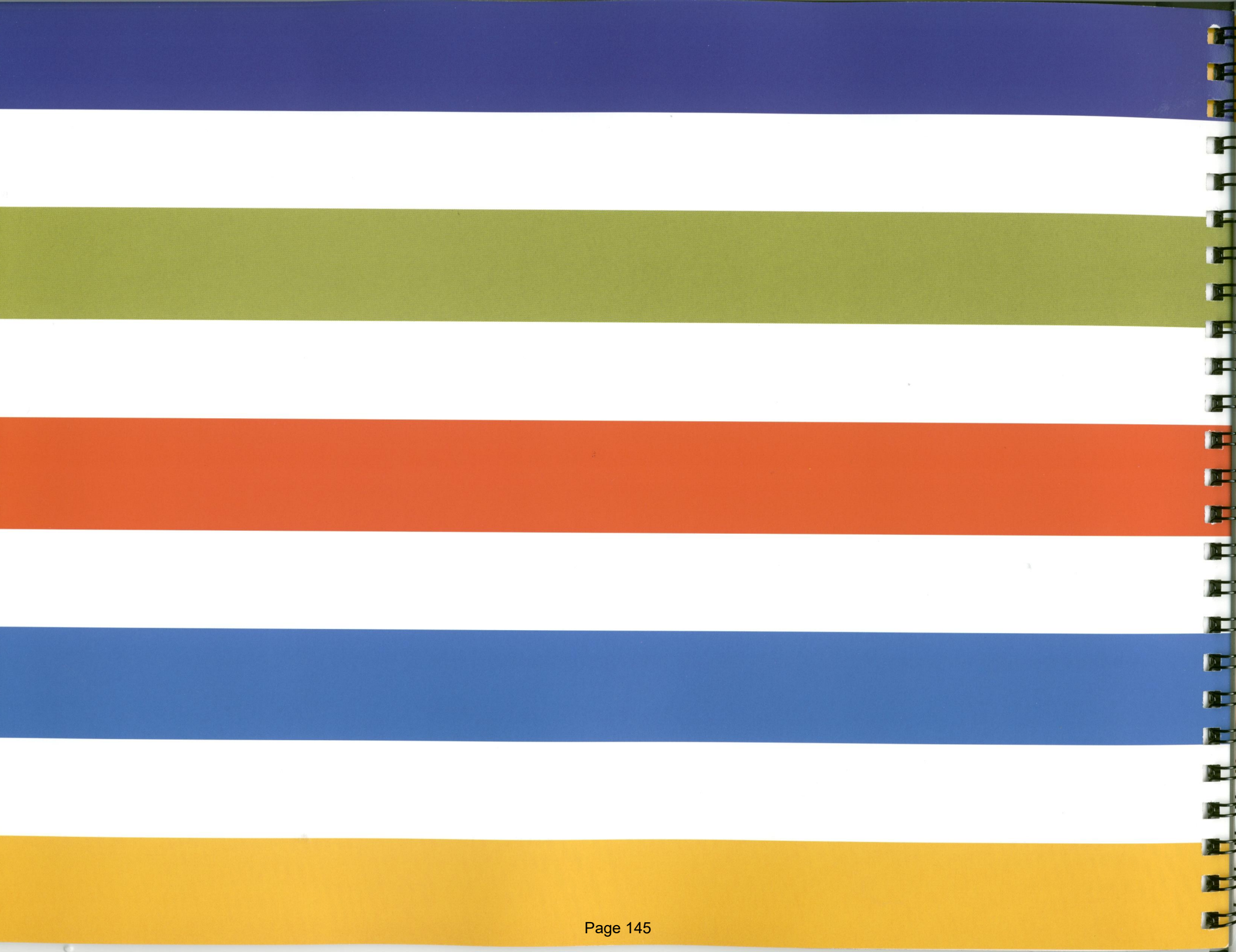
Contact:
Alice Spencer, Chair, Public Arts Committee
c/o Alan Holt, AIA, Urban Designer & Cultural Liaison
City Hall - 389 Congress Street
Portland, ME 04101
207.874.8723

The Community

PACA and its partners cannot implement *Celebrating Community* alone, however. While taking the lead in some areas, PACA will work to foster collaborations and partnerships with other interested groups so that shared resources can create projects responsive to the needs and desires of communities. PACA will also provide technical assistance and advice, and develop an arts information clearinghouse that will serve all constituencies. Just as the planning process went out into the grass roots to gather ideas, so too will the implementation depend heavily on the participation of the many formal and informal community groups in the city.

Everyone is invited to get involved and get things going: neighborhood, community, cultural and heritage groups; religious organizations of all kinds; social service providers; youth organizations; informal groups of neighbors! We ask you to read this plan - see what excites you, talk with other interested people, come up with new ideas! Community arts spring out of the communities themselves. Come to PACA for information, advice, and assistance. Together we can make Portland one of the liveliest arts and cultural cities in the nation!





Cultural Plan Update of 2018

A Living Action Plan



Presented by Creative Portland
on behalf of the Portland arts & cultural community
December 2018

Cultural Plan Update of 2018 - A Living Action Plan

SUMMARY

In 2016, Creative Portland began the process of updating the cultural plan of 1998 - Celebrating Community: A Cultural Plan for Portland, Maine - to develop a vision and plan for the creative economy in Portland and the region.

Phase 1: Laying the Groundwork consisted of interviews with 50 community leaders and stakeholders, conducted by a Boston-based urban design consulting company, CivicMoxie. In addition, over a half dozen community meetings were convened by CivicMoxie and Creative Portland to address successes, concerns, and gaps that need attention in the arts & culture sector. Phase 1 established the goal for the Cultural Plan update:

Make the collective arts, culture, and creative economy of Portland more visible and provide more support to arts organizations, individuals and creative businesses through collaborations and other means.

Phase 2: Getting Down to Action involved workgroups convening individually to tackle priority initiatives, and an Arts & Culture Summit to present feedback on what was learned and shared to date.

Phase 3: Putting it all Together consists of this written report that provides a framework for the Cultural Plan's strategic priorities for ongoing conversation, as well as recommendations for tracking implementation of an action plan.

Some strategic goals, such as securing affordable public-supported spaces for artists' public use, exhibition and work space, were identified a decade earlier at the first Creative Economy Summit in Portland in 2008, and still remain a priority. One goal of the report is for the City to acknowledge and support the Action Plan recommendations, which highlight a community desire to convene an annual summit to address progress, measure success, and tackle issues and priorities.

STRATEGIC PRIORITIES

1. **Celebrate Portland as a creative city with Congress Street as the spine.** Elevate Congress Street as an arts destination with signage, maps, tours that connect to other "hot spots," etc. Envision Congress Street as the spiritual home of the creative economy and use that home to give visibility to the broader creative community and to provide a magnet for art buyers, audiences, and organizational members.
 - 1a. **Focus on "experience design."** Ensure that the arts, culture, and creative economy of the city (and region) are visible and user-friendly to navigate, visit, and enjoy. This might include addressing parking and transportation, website

access and visitor information, signage, and on-the-ground experiences. The experience of enjoying music, dance, fine art, dining, and entertainment should be easy and joyful.

2. **Provide visibility and professional development/support for artists and creative entrepreneurs.** This could include: a website gallery of artists and entrepreneurs, a website of events, maps of art centers within the city and region, and professional supports including services to help performing and visual artists professionalize their craft and create a strong image of the city as a destination for buyers of art and audiences for performances and museums.
3. **Advocate for maintaining and growing affordable live, work, and performance space in Portland.** Explore incentives, policies, and zoning tools. Facilitate extended collaborations with the public, non-profit, and private sectors to create affordable space.

ACTION PLAN PRIORITY RECOMMENDATIONS

PLAN PRIORITY	OBJECTIVE	PROGRESS
PRIORITY 1 Celebrate Portland as a creative city with Congress Street as the spine.	Develop a plan for Congress Street enhancements	Creative Portland (CP) and Portland's cultural anchors have started meeting to discuss street safety issues, Congress Street enhancement, and economic development activity
	Market & brand Portland's artistic talents and cultural assets.	CP produced a one-minute sizzle reel to highlight the cultural life of Portland.
PRIORITY 1A Focus on "experience design."	Address and enhance the visitor's cultural experience on Congress Street and throughout the City.	CP will work closely with City planners and other partners to coordinate and avoid overlap. In October 2018, Portland Development Corporation awarded CP a PEDPIP grant of \$15K to undertake this work by hiring an "experience design" consultant.
PRIORITY 2 Provide visibility and professional development/support for artists and creative entrepreneurs.	Host an annual summit focusing on internal planning strategies - a workshop environment to address strategic priorities with best practice consultants.	First summit was held in May 2018 with approximately 75 arts and cultural leaders, steering committee members, and stakeholders in attendance to hear cultural plan community feedback.
PRIORITY 2 Provide visibility and	Create a multi-genre talent showcase opportunity to	In June 2018, Creative Portland presented "Art Outta the Park," a local showcase of arts and

professional development/support for artists and creative entrepreneurs.	expand audience reach, to attract arts patrons, to solicit opportunities from foundations, and to bring private investors and stakeholders to the table.	cultural organizations in an arts fair format at Hadlock Field. Participants integrated and addressed a large audience of 5000 stadium fans who don't necessarily go to the theater, museum, or art galleries. A local performing arts talent showcase, HEAR, HERE! is in development for February 2019 at Merrill Auditorium. These events attract new audiences and private investors.
	Provide a clearinghouse of information and a space for FREE 'community arts exhibitions, pop-up exhibitions and professional development workshops.	Public space to showcase art exhibitions - In January 2017, CP opened a vibrant new office space and street presence, allowing for community exhibitions and performances at 84 Free Street. CP has increased its volunteer base with a volunteer curatorial team to oversee bi-annual in-house art exhibitions as well as curate for other organizations. Professional Development Workshops - CP presented five community professional development workshops in 2018. All were free and open to the public and presented to a full house of over two dozen participants. Artist Meetups - In May 2017, CP started convening groups of artists by genre. These gatherings have provided artists a time and space to come together, discuss areas of concern, and share opportunities with others in their industry. Creative Portland Website - A Resource page is in development on CP's website. The social media impact on cross-promoting and re-posting existing events throughout the cultural sector has driven traffic and increased engagement at community cultural events. Increased visibility of CP has led to broader vision conversations with other arts administrators and leaders in the state of Maine, to collectively pool resources to brand Maine as an arts hub.

PRIORITY 2 Provide visibility and professional development/support for artists and creative entrepreneurs.	Provide a public forum inviting public comment, focused on the arts sector with an opportunity for Q & A and to share ideas to promote the creative economy through the arts.	An opportunity for public comment will be incorporated as part of the planning process for an annual arts and cultural summit.
	Provide public opportunities to utilize City structures, facilities, and/or parks to develop opportunities to showcase talent representing multiple arts sectors and to attract private investors and engage new audiences.	CP is working with the City to utilize Merrill Auditorium for a cross-discipline talent showcase in February 2019. The City also provides space and time for artists to showcase in the Arts in the Chamber program at the beginning of City Council meetings, and discussions for curated spaces during First Friday Art Walk are underway.
	Build arts engagement and tourism synergy	
PRIORITY 3 Advocate for maintaining and growing affordable live, work, and performance space in Portland.	Creative Portland provides fiscal sponsorship opportunities for independent initiatives in alignment with our mission, including live, work, and performance space creation.	Indigo Arts Alliance, an artist development space for artists of color in East Bayside, is supported by a CP fiscal sponsorship and has received startup funding from the Maine Community Foundation.

ROLE OF CREATIVE PORTLAND

Creative Portland will facilitate the establishment of a work group structure to focus on strategic priorities and to report on existing initiatives. CP will assume the role as leader in convening arts & cultural stakeholders on an annual basis, in a format to be determined each year, inspired by work group progress and depending on available budget to address internal and external planning initiatives, advocacy, arts patronage, and audience expansion and engagement.

If this Cultural Plan update is approved by the city council, Creative Portland will:

- Distribute and share cultural plan report and recommendations directly with arts & culture stakeholders and via social media channels.
- Apply for a cultural plan implementation grant, administered by Maine Arts Commission, with a focus on one initiative that has been identified in the cultural plan update.

Refer to Appendix A for information on how the cultural planning process has shaped Creative Portland's role and priorities.

BACKGROUND ON CULTURAL PLANNING PROCESS

GOAL

Our cultural planning goal was to assess where we are today and to take advantage of alignments of missions, goals, and interests of arts and cultural organizations, city agencies, and stakeholders to make the best use of community assets and achieve ambitious goals for the community.

FINANCIAL SUPPORT

A \$10,000 planning grant from the Maine Arts Commission led to a \$15,000 grant from the City of Portland and an additional \$5,000 from local businesses. The impetus for applying for cultural planning funding was Creative Portland's desire to mark the ten-year anniversary of the City of Portland's Creative Economy Summit of 2008 by making an assessment of what has been accomplished and what new endeavors should be undertaken. In addition, the City's most recent cultural plan, *Celebrating Community: A Cultural Plan for Portland, Maine*, was almost 20 years old and required updating to keep pace with new goals and changing circumstances in the city.

THE PROCESS

Creative Portland received early feedback that the community was exhausted from multiple surveys and community meetings, and that there was real concern about launching an ambitious planning process. People wanted top priorities and action, much more than widely inclusive planning and public discussion. A secondary concern was confidence in the community's ability to follow through. Creative Portland was reminded several times of the lack of action following the 1998 cultural plan, as well as several other well-meaning initiatives that ended up on the shelf. Below, we outline the three phases of the cultural planning process.

Phase 1: Laying the Groundwork

In early 2017, Creative Portland contracted Susan Silberberg of CivicMoxie to develop a snapshot of the needs and concerns of the arts, cultural, and creative economy organizations, businesses, and individuals in the City of Portland. Phase 1 included an in-depth review of past cultural plans as well as all of Portland's major arts organizations' current strategic plans, the city's comprehensive plan, and other relevant documents. This analysis was augmented with targeted individual interviews and several small focus groups spanning the arts and culture community, including representatives from large arts/cultural organizations, creative businesses and entrepreneurs, small/informal arts/cultural organizations, city hall, and individual artists. The first task was assessing response, interest, and commitment, and we were pleased with the unanticipated agreement and cohesion that was apparent.

50 key stakeholders were interviewed and 100% of the data feedback reinforced the conviction that the arts and cultural industry is a pivotal economic engine and the core of the creative economy. Interviews delved into the role and perception of the Cultural Planning process as well

as of Creative Portland itself so that the organization could assess how to lead creative economy efforts forward (Refer to Appendix A).

These interviews reinforced a universal recognition that Portland's arts and culture assets (and the marketing of them) is an important element of economic development, can attract a strong workforce and successful firms, and help sustain a positive quality of life. Although recent data¹ indicate growth and economic impact (\$75 million in expenditures for nonprofit arts in 2015), CivicMoxie interviews indicated that visibility and recognition of the impact of the arts and cultural community has not increased city budget allocated to the arts. In fact, some said that, in part because of economic growth, there are new pressures on the sustainability of the arts and cultural core of the creative economy.

One concern that was expressed in the interviews was whether or not Portland is leveraging the momentum of the growth in the arts sector at a time where many US cities are seeing a resurgence in residence and interest in "moving back to the city" for the benefits brought by walkable neighborhoods and the proximity of arts, culture, dining, and entertainment. The city's major arts and cultural institutions are doing well, but we have little quantitative data on smaller arts organizations and venues, for-profit organizations, and individual artists. Through interviews conducted by CivicMoxie, as well as Creative Portland Executive Director Dinah Minot's conversations with constituents, we know that many individuals cannot find affordable housing and studio space, there are limited venues for exhibiting work, and there is growing pressure amongst multiple organizations competing for a slice of the funding pie.

The good news is that there is a pervasive feeling that action is required now to celebrate the rich creative culture of Greater Portland and to take advantage of the abundant opportunities that exist. The arts and culture sector, which includes creative entrepreneurs and creative industries, is an economic driver deeply embedded in the economy and in need of constant reinforcement and validation through educational programs, lectures and initiatives to spread awareness on the value and necessity of the makers economy.

Phase 1 resulted in the development of five strategic priorities which became the focus of the cultural planning effort going forward:

- 1. Celebrate Congress Street and the Arts District.**
- 2. Provide visibility and professional development/support for artists and creative entrepreneurs.**
- 3. Focus on cultural tourism and coordinated marketing efforts.**
- 4. Focus on "experience design."**
- 5. Advocate for maintaining and growing affordable live, work, and performance space.**

¹ Americans for the Arts (2017). *Arts & Economic Prosperity V in the City of Portland, ME*. PDF available - please email your request to info@creativeportland.com.

Phase 2: Getting Down to Action

Goals for Phase 2:

1. Reach agreement among the various constituent groups on key issues brought up in Phase 1: Laying the Groundwork, and to arrive at a draft working agenda to share with a broader group for input and buy-in.
2. Engage steering committee members to assess data, highlight community progress addressing strategic priorities, and incorporate feedback from workgroup leaders in a living Action Plan with recommendations for tackling those strategies.

The workgroups in Phase 2 embraced three community-driven initiatives, a combination of the five strategic priorities identified in Phase 1, with the greatest support and momentum towards implementation:

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

The steps and progress taken to date are included in the Action Plan Priority Recommendations Chart above.

At the end of Phase 2, Creative Portland convened the city’s arts and cultural stakeholders at a summit in May 2018 to present cultural planning process results to date. A recap of the Arts & Culture Summit can be found in Appendix B.

Phase 3: Putting it all Together

Phase 3, completed in December 2018, is this finalized report and action plan recommendations. Throughout the planning process, groups built on momentum and/or splintered off with separate interests and initiatives, even though specific priorities remain the same. Identifying indicators for measuring success and taking responsibility for each action will lead to a more sustainable working group structure. An annual check-in is recommended to review the progress of smaller groups and to revisit plan implementation. The challenge will lie in community engagement, as cultural leaders and stakeholders turn their immediate focus back on their own organizations, which can result in waning participation.

CLOSING STATEMENT

The goal of the 2018 cultural planning process was to update the cultural plan of 1998, call attention to the arts community, and to make the collective arts, culture, and creative economy of Portland more visible by providing more support to arts organizations, individuals, and creative businesses through collaborations and shared resources. The process inspired increased community collaboration and conversations on a regular basis, a desire within the arts and cultural community to cross-promote and partner with each other on programming and improvement initiatives, and a recognition that arts and cultural organizations are extremely active.

The action plan recommendations presented in this report represent concrete objectives in line with community priorities to make the collective arts, culture, and creative economy of Portland more visible and provide more support to arts organizations, individuals and creative businesses.

This completed report compliments aspirations defined in the City's newly adopted comprehensive plan, *Portland's Plan 2030*, and will be adopted as an update to the cultural plan of 1998, *Celebrating Community: A Cultural Plan for Portland, Maine*.

APPENDIX A

Informing Creative Portland's Role & Priorities

Creative Portland served as the facilitator of Portland's cultural planning process. Creative Portland was the lead organization for the Maine Arts Commission (MAC) *Creative Communities = Economic Development (CCED) Phase I: Cultural Plan* grant application and administration and will also take the lead on the *Phase II: Implementation* grant application.

From the Phase 1 interviews and assessment of existing strategic plans of the cultural organizations, Creative Portland determined it would focus on continuing to attract and connect creatives while also strategically addressing some of the unintended consequences of growth. With the increased number of arts organizations, we also wanted to work together and think strategically about Portland's economic growth and creative sustainability.

Specifically, Creative Portland's role that emerged during the 2018 planning process is as a community convener, a promoter of cultural activity including the hosting of art exhibitions and pop-up performances, and as a clearinghouse of shared information. Embracing this role as collaborator and connector, Creative Portland convened an Arts & Culture summit in May 2018, marking the tenth anniversary of the first creative economy steering committee report of 2008.

As part of this altered strategic direction, Creative Portland rewrote its mission statement:

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

The three strategic priorities as defined in Phase 2 and presented in this report are ongoing pursuits and have informed the direction of Creative Portland's work plan, including outreach efforts for networking and connectivity, while also providing immediate response to community needs by hosting an assortment of popular professional development workshops, made possible in large part by the new street presence.

On the verge of engaging in co-promotion and branding initiatives with the City, Creative Portland is making headway toward the goals of 2006, where the city planners and mayor at that time identified three goals, including recognition of Portland as an international creative center, developing increased communication and collaboration in the form of establishing an arts czar (Creative Portland), and securing affordable public space for artists. The challenge of securing public investment of a public space for artists, including performance space, studio space, housing and exhibition space, still remains a unified goal and desire within the arts community, yet lacks a unified vision and leadership commitment within the community to build momentum for this pursuit.

Creative Portland sees opportunities to accomplish the above, in part, by:

- Collaborating and building connections among and between arts and cultural organizations to support artists and creative organizations.

- Looking at regional collaborations that build on the already expanding geographical region that supports the arts and culture in Portland.

Although most of the priority strategies for celebrating the arts and promoting the creative economy are similar today to those identified ten years ago, progress has been made with the establishment of a city commitment to support a nonprofit organization that has the ability to leverage the city's investment in the pursuit of grants and private sponsorships. After two years since the initiation of the cultural planning process, Creative Portland is an organization that is building capacity to become a clearinghouse of information for the arts community and a catalyst for forging partnerships and marketing opportunities to cross-promote the artistic talents and cultural assets of Portland.

APPENDIX B

Recap & Summary of 2018 Arts & Culture Summit

Creative Economy Summit of 2006

The first creative economy summit was organized by the City in 2006. Mayor Jim Cohen and representatives from city planning and development convened approximately 200 stakeholders from the creative economy in the Merrill Auditorium Rehearsal Hall. After introductory remarks, the participants divided into three groups: creative individuals, creative organizations, and creative enterprises. Each group worked to develop three action steps for enhancing Portland's creative economy; and at the end of the Summit, this list of nine steps was reduced by the full group to three final recommendations.

These three recommendations focused on the following strategies to support and grow the creative economy:

1. Build Portland's identity as an international creative center.
2. Develop publicly supported and/or affordable public space for artists, including performance space, office space, studio space, housing, exhibition space.
3. Increase collaboration, coordination, and communication (Establish Arts Czar or Office of Arts & Cultural Affairs).

2018 Arts & Culture Summit

Creative Portland convened approximately 75 arts and cultural leaders, steering committee members, and stakeholders at One Longfellow Square on May 30, 2018 to celebrate the American for the Arts Economic Impact Survey 2017 (AEP5) data on the arts & culture sector and to present cultural plan feedback to participants.

A brief synopsis of the history of Portland's arts district and the formation of Creative Portland began opening remarks, followed by an explanation on how the current cultural planning

initiative will update the city's 1998 Cultural Plan. Creative Portland debuted a one-minute "sizzle reel" highlighting Portland's cultural life beyond lobsters and lighthouses.

Program Director of Research & Creative Economy at the New England Foundation for the Arts (NEFA), spoke about NEFA's report *The Jobs in New England's Creative Economy and Why They Matter*, including what constitutes the Creative Economy, a recap of Americans for the Arts *Arts & Economic Prosperity 5* study results for Portland compared to similar study regions, and the Creative Economy in Maine.

A senior planner at the City of Portland presented on *Portland's Plan 2030*, the recently adopted comprehensive plan for the City of Portland. She shared the process that the planning department had enacted to collect feedback, provided a quick breakdown of top concerns, and highlighted where the arts & culture sector was represented within the plan, including emphasizing that link between arts and culture and Portland's economy.

Creative Portland presented the Cultural Planning process to date, recapping the seven priorities that were part of the 1998 plan, and describing Phases 1 & 2 of the update process.

Seven Priorities from the 1998 Plan:

1. Promote appreciation for our diverse cultures within the City
2. Develop and enhance opportunities for students
3. Build audiences & arts patronage
4. Encourage and safeguard artists' presence in the community
5. Improve civic support of arts and culture throughout the City
6. Apply arts and cultural solutions to the community's social issues
7. Strengthen neighborhood identity through cultural programming & connections between neighborhoods and the Arts District

A hired facilitator introduced the three initiatives that emerged out of the identified strategies mentioned above and leaders for the workgroups in progress,

A Q&A followed the three presentations, which was then followed by a call to action, asking attendees to sign up to take part in one (or more) of the three initiatives, as well as to fill out two ballots: 1) desire for an annual arts & culture summit and interest in participating on the steering committee to organize a summit, and 2) a brief assessment of Creative Portland's programs.

Summit ballot response recap:

1. Desire for developing an annual summit with workgroups and possible "best practice" presentations was unanimous among respondents, yet fewer were willing to commit to a steering committee.
2. On average, Creative Portland programs that were most highly valued by the community were First Friday Art Walk and Professional Development Workshops, closely followed

by Monday Morning Drop By and providing community showcases for marketing & branding Portland's cultural life.