

KATE SNYDER (MAYOR)
BELINDA S. RAY (1)
SPENCER THIBODEAU (2)
TAE Y. CHONG (3)
JUSTIN COSTA (4)

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

REMOTE JULY 13, 2020 SPECIAL CITY COUNCIL AFTERNOON AGENDA

The Portland City Council will hold a City Council Meeting remotely using Zoom. The Honorable Kate Snyder, Mayor, will preside.

ZOOM MEETING INFORMATION:

The Portland City Council will hold a remote meeting on Monday, July 13, 2020 at 4:00 PM. This meeting will take place remotely using Zoom.

Virtual meetings are allowed using emergency legislation approved by LD 2167; 1 M.R.S. §403-A, that authorizes cities and towns to conduct meetings online.

Allow your computer to install the free Zoom app to get the best meeting experience. If you are not able to attend live, a recording will be uploaded to portlandmaine.gov/livestream the next day.

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

Please click the link below to join the webinar:

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346 248 7799 or +1 669 900 6833

Webinar ID: 897 1460 9166

Password: 632179

PLEDGE OF ALLEGIANCE:

ROLL CALL:

ANNOUNCEMENTS:

APPROVAL OF MINUTES OF PREVIOUS MEETING:

Approval of the draft City Council Minutes of June 15, 2020, June 22, 2020 and June 29, 2020 City Council meetings.

LICENSES:

Order 1-20/21 Granting Municipal Officers' Approval of Island Lobster Company Inc dba Island Lobster Company. Application for a Class I FSE with Outdoor Dining on Private Property at 20 Island Avenue - Sponsored by Jon P. Jennings, City Manager

Island Lobster Company Inc dba Island Lobster Company. Application for a Class I FSE with Outdoor Dining on Private Property at 20 Island Avenue.

Application was filed on 6/4/2020. New City and State applications. Change of Classification for an existing business.

Five affirmative votes are required for passage after public comment.

Order 2-20/21 Granting Municipal Officers' Approval of The Porthole Restaurant & Pub dba Porthole Restaurant. Application for a Combined Entertainment License at 20 Custom House Wharf - Sponsored by Jon P. Jennings, City Manager

The Porthole Restaurant & Pub dba Porthole Restaurant. Application for a Combined Entertainment License at 20 Custom House Wharf.

Application was filed on 4/10/2020. Applicant currently holds a Class XI FSE license with Entertainment with Dance. Chapter 4 Sec 4-53 (2) requires a public hearing for all initial applications for a Combined Entertainment License.

Five affirmative votes are required for passage after public comment.

Order 3-20/21 Granting Municipal Officers' Approval of Rising Tide Brewing Company, LLC dba Rising Tide Brewing Company. Application for a Combined Entertainment License at 103 Fox Street - Sponsored by Jon P. Jennings, City Manager

Rising Tide Brewing Company, LLC dba Rising Tide Brewing Company. Application for a Combined Entertainment License at 103 Fox Street.

Application was filed on 3/27/2020. Applicant currently holds a Class A Lounge license with Indoor Entertainment and Outdoor Dining on Private Property. Chapter 4 Sec 4-53 (2) requires a public hearing for all initial applications for a Combined Entertainment License.

Five affirmative votes are required for passage after public comment.

Order 4-20/21 Granting Municipal Officers' Approval of Pulido Enterprises, Inc. dba Portland Lobster Company. Application for a Combined Entertainment License at 184 Commercial Street - Sponsored by Jon P. Jennings, City Manager

Pulido Enterprises, Inc. dba Portland Lobster Company. Application for a Combined Entertainment License at 184 Commercial Street.

Application was filed on 5/19/2020. Applicant currently holds a Class III & IV FSE license with Entertainment with Dance. Chapter 4 Sec 4-53 (2) requires a public hearing for all initial applications for a Combined Entertainment License.

Five affirmative votes are required for passage after public comment.

Order 5-20/21 Granting Municipal Officers' Approval of Falafel Mafia dba Nura. Application for a Class III & IV FSE with Outdoor Dining on Public Property at 1 Monument Way - Sponsored by Jon P. Jennings, City Manager

Falafel Mafia dba Nura. Application for a Class III & IV FSE with Outdoor Dining on Public Property at 1 Monument Way.

Application was filed on 6/16/2020. New City and State applications. Location was previously Foleys Bakery.

Five affirmative votes are required for passage after public comment.

Order 6-20/21 Granting Municipal Officers' Approval of Custom House Mariner Fleet, LLC dba Casablanca Cruises. Application for a Combined Entertainment License at 18 Custom House Wharf - Sponsored by Jon P. Jennings, City Manager

Custom House Mariner Fleet, LLC dba Casablanca Cruises. Application for a Combined Entertainment License at 18 Custom House Wharf.

Application was filed on 4/21/2020. Applicant currently holds a Class I FSE license with Entertainment with Dance. Chapter 4 Sec 4-53 (2) requires a public hearing for all initial applications for a Combined Entertainment License.

Five affirmative votes are required for passage after public comment.

Order 7-20/21 Granting Municipal Officers' Approval of Bowl Portland, LLC dba Bayside Bowl. Application for a Combined Entertainment License at 58 Alder Street - Sponsored by Jon P. Jennings, City Manager

Bowl Portland, LLC dba Bayside Bowl. Application for a Combined Entertainment License at 58 Alder Street.

Application was filed on 5/15/2020. Applicant currently holds a Class XI FSE license with Entertainment with Dance. Chapter 4 Sec 4-53 (2) requires a public hearing for all initial applications for a Combined Entertainment License.

Five affirmative votes are required for passage after public comment.

Order 8-20/21 Granting Municipal Officers' Approval of Marshview LLC dba Brewery Extrava. Application for a Combined Entertainment License at 66 Cove Street - Sponsored by Jon P. Jennings, City Manager

Marshview LLC dba Brewery Extrava. Application for a Combined Entertainment License at 66 Cove Street.

Application was filed on 6/4/2020. Applicant currently holds a Brewery License with Entertainment with Dance. Chapter 4 Sec 4-53 (2) requires a public hearing for all initial applications for a Combined Entertainment License.

Five affirmative votes are required for passage after public comment.

Order 9-20/21 Granting Municipal Officers Approval of Cape Seafood LLC dba Luke's Lobster Seafood Company. Application for a Combined Entertainment License at 60 Portland Pier - Sponsored by Jon P. Jennings, City Manager

Cape Seafood LLC dba Luke's Lobster Seafood Company. Application for a Combined Entertainment License at 60 Portland Pier.

Application was filed on 5/20/2020. Applicant currently holds a Class I FSE license with Entertainment with Dance. Chapter 4 Sec 4-53 (2) requires a public hearing for all initial applications for a Combined Entertainment License.

Five affirmative votes are required for passage after public comment.

COMMUNICATIONS:

Com 1-20/21 Transition of Sullivan Gym Shelter Guests - Sponsored by Jon P. Jennings, City Manager.

Communication from Health and Human Services Department staff to the Council on the transfer of Sullivan Gym shelter guests.

UNFINISHED BUSINESS:

Order 203-19/20 Designating the 104 Grant Street Affordable Housing District and Tax Increment Financing District and Adopting the Municipal Development Program for the District - Sponsored by the Housing Committee, Councilor Jill C. Duson, Chair and the Economic Development Committee, Councilor Justin Costa, Chair

At a meeting held on May 5, 2020, the Economic Development Committee (4-0) voted to forward this item to the City Council with a recommendation for passage.

Under the terms of a Purchase and Sale Agreement between the City of Portland and Tom Watson & Co., LLC, related to the city sale of 82 Hanover Street, the buyer's post-closing obligations required construction of at least 23 units at property located at 104 Grant Street. Watson Renewal Grant LLC (WRG) is a partnership formed to meet that obligation. WRG is proposing to construct 23 condominium units on the 104 Grant Street site and is requesting financial assistance from the City in the form of an Affordable Housing Tax Increment Financing District and Credit Enhancement Agreement to assist with the cost of construction of the project.

The development district will include 23 units of workforce housing. The project will include 1 two-bedroom and 22 one-bedroom condominiums. Fifty-two percent (52%) or a total of twelve of the twenty-three units, will be available for sale as workforce housing affordable to households at 120% of the area median income. The units will have affordability restrictions through the Affordable Housing TIF Program, MaineHousing's Subdivision Grant Program and the City's Inclusionary Zoning Ordinance. The units will range in size from 498 to 760 square feet. The sale price of the units will range from approximately \$203,000 to \$355,000. Twelve units will be priced below \$260,000 with eight of those units priced at \$203,064. This Project has received City Planning Board approval.

If approved, the Affordable Housing Tax Increment Financing will be provided through a Credit Enhancement Agreement that would return to the developer their actual costs paid on annual Project debt service based upon an annual maximum 75% capture rate for upwards of thirty (30) years with a total captured revenue cumulative "cap" or maximum. The cap would be the total cumulative TIF CEA payment amount equal to the total actual debt service cost. When the cap is reached the TIF CEA expires.

Currently, 75% of the increased taxable value for 30 years is estimated at a 30-year annual average of \$91,649. The new assessed value is estimated at \$4.419 million which will yield \$3.99 million in increased annual assessed property value. The property has a current taxable value of \$419,600. Total development costs are estimated at \$6.5 million. At full build out the development district is projected to pay an annual average of \$122,199 in new taxes, of which an estimated \$30,550 (30-year annual average) will be non-captured general fund revenue. In addition, the city will continue to receive general fund revenues of \$13,472 (30-year annual average) on the original assessed value of the property.

This item must be read on two separate days. It received a first reading on June 15, 2020. Five affirmative votes are required for passage after public comment.

Order 204 -19/20 Approving and Authorizing the City Manager to Enter Into the Credit Enhancement Agreement with Watson Renewal Grant LLC - Sponsored by the Housing Committee, Councilor Jill C. Duson, Chair and the Economic Development Committee, Councilor Justin Costa, Chair

At a meeting held on May 5, 2020, the Economic Development Committee (4-0) voted to forward this item to the City Council with a recommendation for passage.

This is a companion order to Order 203-19/20 above.

This item must be read on two separate days. It received a first reading on June 15, 2020. Five affirmative votes are required for passage after public comment.

Order 205-19/20 Approving an Agreement between the Maine Department of Transportation and Portland Re: Improvements to Stevens Avenue - Sponsored by Jon P. Jennings, City Manager

This project is part of the Maine Department of Transportation (MaineDOT) Municipal Partnership Agreement Program; the City administers the project and receives 50% funding from the state. By signing the partnership agreement, the City is able to proceed with the project and MaineDOT is obligated to pay for 50% of the estimated project cost, or \$500,000.00.

This item must be read on two separate days. It received a first reading on June 15, 2020. Five affirmative votes are required for passage after public comment.

Order 206-19/20 Amendment to Portland City Code Chapter 6 Buildings and Building Regulations Re: Rental Application Fees - Sponsored by the Housing Committee, Councilor Jill Duseon, Chair

On May 13, 2020, the Housing Committee voted (2-1) to forward this item to the City Council with a recommendation for passage.

On December 16, 2019 the Rental Housing Advisory Committee (RHAC) voted 5-3 to recommend to the Housing Committee that the City prohibit landlords from charging application fees.

The RHAC is charged with providing the Housing Committee with recommendations or proposals for improvements, modifications, or changes regarding landlord and tenant policy issues and identifying education opportunities, seminars, and materials that would be useful to landlords and tenants.

At the RHAC's first meeting on September 24, 2019, several members expressed concern that rental housing application fees are a significant barrier preventing low and moderate income residents from securing housing in Portland. City staff informed the committee that staff in the Housing and Community Development Division had heard concerns about application fee fraud and abuse and had made the Housing Committee aware of that issue.

The RHAC discussed the fact that there is no state law or city ordinance limiting application fees. There is no requirement that a fee charged be linked to the landlord's cost in running a background check. Tenants are also generally not in a position to know whether they have actually been considered for an apartment for which they have paid an application fee.

At the October 28, 2019 meeting of the RHAC members of committee articulated several areas of concern: landlords who collect application fees with no intention of renting to the applicant; landlords who collect application fees from multiple applicants and do not conduct background checks; and landlord who do not supply copies of reports to applicants who are not selected as tenants. The group discussed the concern that application fees price low and moderate income tenants out of Portland at multiple meetings.

Members of the Committee proposed language banning fees phrased to allow only a security deposit and first month's rent to be charged at the beginning of a tenancy.

This item must be read on two separate days. It received its first reading on June 15, 2020. Staff is recommending that this item be postponed to October 5, 2020 to allow a Council Workshop on the issue to be held before that date.

ORDERS:

Order 10-20/21 Extending the Emergency Proclamation - Sponsored by Mayor Kate Snyder

This order extends the Emergency Proclamation, as amended last by Order 177-19/20, through September 9, 2020. It maintains various provisions, including language that allows street closings for outside dining and shopping, and remote meetings for various city functions.

Five affirmative votes are required for passage after public comment.

Order 11-20/21 of Discontinuance of a Portion of Emery Street - Sponsored by the Economic Development Committee, Councilor Justin Costa, Chair

The Economic Development Committee met on May 27, 2020 and voted 3-0 (with Councilor Thibodeau recusing himself due to a conflict) to forward this to the City Council for approval.

The process for discontinuing this portion of Emery Street is dictated by state statute. If the Council is in support of discontinuance, the process and timeline is likely to be as follows:

- July 13, 2020: Approval of Order of Discontinuance (this does not constitute a final decision on the discontinuance), Finalizing Damages, Filing of Order with City Clerk, and Setting of Date for Public Hearing;
- Order of Discontinuance is posted in the Clerk's Office.
- Notice of Order of Discontinuance sent to abutter
- August 3, 2020 Public Hearing on Order of Discontinuance
- August 31, 2020 Final Vote on Order of Discontinuance

This discontinuance is contemplated in the land exchange agreement with J.B. Brown & Sons approved by the Council on June 15, 2020. If approved, ownership of the portion of Emery Street that will be discontinued will revert to the abutter, J.B. Brown & Sons, and be incorporated into its development and construction of the Veteran's Administration (VA) facility with parking garage. Time is of the essence with respect to the construction of that project.

Five affirmative votes are required for passage after public comment.

**Order 12-20/21 Accepting and Appropriating the Keep Maine Healthy
2020 Municipal COVID-19 Awareness Campaign Grant of \$1,884,960 - Sponsored
by Jon P. Jennings, City Manager**

The City Council is asked to accept and appropriate a \$1,884,960.00 grant award to the City's Health and Human Services Department to be used to support COVID-19 public health, education and prevention efforts in Portland.

The City of Portland has developed an extensive reopening plan that incorporates the three cornerstones of Governor Mills' Keep Maine Healthy COVID-19 Awareness Campaign: Public Education Activities, Physical Distancing and Public Health Support, and Local Business Support. The reopening plan responds to many challenges which are unique to Portland. Portland is home to a vibrant working waterfront, high concentrations of small businesses and restaurants in the Downtown District including Portland's Old Port, over 76 parks and public spaces, a golf course and East End Beach. Public spaces in Portland encompass more than 1,000 acres for residents and visitors to enjoy. In addition, the City of Portland is home to the largest number of minority communities in the State. This diverse landscape increases the need for a multi-faceted, coordinated effort in order to reduce the spread of COVID-19.

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

AMENDMENTS:

4:45 P.M. PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS:

ZOOM MEETING INFORMATION:

The Portland City Council will hold a remote meeting on Monday June 15, 2020 at 5:30 PM. This meeting will take place remotely using Zoom.

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Webinar ID: 867 3735 9759

PLEDGE OF ALLEGIANCE:

ROLL CALL:

Mayor Snyder called the meeting to order at 5:30 PM . (All Councilors Present).

ANNOUNCEMENTS:

Councilor Thibodeau announced that staff is doing a softening on the Barriers on Exchange Street and they look great. There will be a Sustainability and Transportation meeting this Wednesday at 5:30.

Mayor Snyder gave an overview of the upcoming City Council meetings and indicated that they are on the cities website. She also wanted to let the public know that there is a City Council Workshop on Monday June 22, 2020 which they will be receiving an overview from the City Manager regarding the recent protests and to look at the policing policies. They will also receive an overview of the summons issued to a resident of the city.

SPECIAL MEETING:

**Special Meeting of the Corporator of the Portland Development Corporation
Regarding Amendments to COVID-19 Rapid Response Loan Program,
Microenterprise Grant Program, and COVID-19 Business Assistance Grant Re-Hire
Program - Sponsored by Kate Snyder, Mayor**

Motion was made by Councilor Duson and seconded by Councilor Chong to recess the meeting of the City Council and convene the Special Meeting of the Corporator of the Portland Development Corporation. Passage 9-0.

**Order 194-19/20 Amending the Portland Development Corporation COVID 19
Business Assistance Grant Program for Job Re-Hire, The Microenterprise Grant
Program, and the Rapid Response Microloan Program - Sponsored by Kate Snyder,
Mayor**

Motion was made by Councilor Ray and seconded by Councilor Mavodones for passage. Passage 9-0.

APPROVAL OF MINUTES OF PREVIOUS MEETING:

Motion was made by Councilor Ray and seconded by Councilor Duson to adjourn the Special Meeting of the Corporator of the Portland Development Corporation and reconvene the regular City Council meeting. Passage 9-0

Approval of the June 1, 2020 Draft City Council Minutes

Motion was made by Councilor Costa and seconded by Councilor Ray for approval of the June 1, 2020 City Council Meeting Minutes. Passage 9-0.

PROCLAMATIONS:

Proclamation 15-2020 Recognizing June 20, 2020 as World Refugee Day

Proclamation 16-2020 Recognizing June 2020 as LGBTQ and Pride Month.

LICENSES:

Order 195-19/20 Granting Municipal Officers' Approval of Amigos Mexican Restaurant Inc. dba Amigos. Application for a Combined Entertainment License at 9 Dana Street - Sponsored by Jon Jennings, City Manager

Motion was made by Councilor Ray and seconded by Councilor Chong for passage.
Passage 9-0

Order 196-19/20 Granting Municipal Officer's Approval of Portland Maine Baseball, Inc. dba Portland Sea Dogs. Application for a Combined Entertainment License at 271 Park Avenue - Sponsored by Jon P. Jennings, City Manager

Motion was made by Councilor Ray and seconded by Councilor Costa for passage.
Passage 9-0.

Order 197-19/20 Granting Municipal Officer's Approval of J & TL Inc. dba Andy's Old Port Pub. Application for a Class XI FSE with Indoor Entertainment at 94 Commercial Street - Sponsored by Jon P. Jennings, City Manager

Motion was made by Councilor Costa and seconded by Councilor Duson for passage.
Passage 9-0.

Order 198-19/20 Granting Municipal Officers' Approval of Abraham Durani & Habibullah Popal dba Crown Fried Chicken. Application for a Food Service Establishment with Preparation at 1100 Brighton Ave for food service until 2:00am - Sponsored by Jon P. Jennings, City Manager.

Motion was made by Councilor Ray and seconded by Councilor Ali for passage. Passage 8-0 (Chong out).

Order 199-19/20 EAD Entertainment LLC dba Muse Paintbar. Application for a Class III & IV FSE at 245 Commercial Street - Sponsored by Jon P. Jennings, City Manager

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

BUDGET ITEMS:

Fiscal Year 2020-2021 Portland Board of Public Education School Budget

Please see the following for background documents:

https://docs.google.com/document/d/1_a-9BuKdwW84xibBmlHnzA6BteKDoAq_yE02OiHEBro/edit

Order 181-19/20 Approving State/Local EPS Funding Allocation for Public Education from Kindergarten to Grade 12 for Portland Public Schools for Fiscal Year 2021 - Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr. Chair

Motion was made by Councilor Mavodones and seconded by Councilor Costa for passage. Passage 9-0.

Order 182-19/20 Approving Non-State Funded School Construction Debt Service for Portland Schools for Fiscal Year 2021 - Sponsored by the Finance Committee, Nicholas M. Mavodones, Jr., Chair

Motion was made by Councilor Costa and seconded by Councilor Thibodeau for passage. Passage 9-0.

Order 183-19/20 Raising and Appropriating Additional Local Funds for Portland Schools for Fiscal Year 2021 - Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr.

Motion was made by Councilor Costa and seconded by Councilor Thibodeau for passage. Passage 9-0.

Order 184-19/20 Approving Total School Operating Budget For Portland Schools for Fiscal Year 2021 - Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair.

Motion was made by Councilor Costa and seconded by Councilor Ray for passage. Passage 9-0.

Order 185-19/20 Appropriating and Raising Funds for Adult Education for Fiscal Year 2021 as Required by the Maine Revised Statutes, Title 20-A M.R.S. §8603-A(1) - Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair

Motion was made by Councilor Costa and seconded by Councilor Dusen for passage. Passage 9-0.

Order 186-19/20 to Raise and Appropriate Local Funds for Food Service in the Portland Public Schools for Fiscal Year 2021 - Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair

Motion was made by Councilor Costa and seconded by Councilor Ali for passage.
Passage 9-0.

Order 187-19/20 Authorizing the Disposition of Any Additional State Subsidy Received for Portland Schools in Fiscal Year 2021 - Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair

Motion was made by Councilor Mavodones and seconded by Councilor Ray for passage.
Passage 9-0.

COMMUNICATIONS:

Com 11-19/20 Re: August 10, 2020 Is the New Due Dates for Payment of Excise Taxes, Property Taxes, from Brendan T. O'Connell, Finance Director

As a communication this item requires no public comment or formal Council action.

RESOLUTIONS:

Resolve 13-19/20 A Resolution of Affirming City of Portland's Commitment to Racial Equity in the Wake of COVID-19 and the Devastating Impact on Our Community - Sponsored by Mayor Kate Snyder

Motion was made by Councilor Ali and seconded by Councilor Ray for passage.
Passage 9-0.

UNFINISHED BUSINESS:

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

Motion was made by Councilor Ali and seconded by Councilor Thibodeau to postpone Order 72 to the July 13, 2020 City Council Meeting. Passage 9-0.

Order 190A-19/20 Approving the Consolidation of Voting Districts in the City of Portland to Three Polling Places for the July 14, 2020 State Primary and Municipal Referendum - Sponsored by Katherine L. Jones, City Clerk

Motion was made by Councilor Costa and seconded by Councilor Thibodeau to postpone Order 190-A to June 22, 2020. Passage 9-0.

Order 191-19/20 Moving the Polling Place at the Portland Exposition Building to the Troubh Ice Arena for the July 14, 2020 Primary and Referendum - Sponsored by

Katherine L. Jones, City Clerk

Motion was made by Councilor Ray and seconded by Councilor Duson to postpone Order 191 to June 22, 2020. Passage 9-0.

Motion was made by Councilor Ray and seconded by Councilor Costa to suspend the rules to continue deliberations after 10:00 P.M. Passage 9-0.

Order 192-19/20 Accepting and Appropriating a Grant from the Maine Community Foundation - Sponsored by Jon P. Jennings, City Manager

Motion was made by Councilor Ray and seconded by Councilor Ali for passage. Passage 9-0.

Order 193-19/20 Amendment to the Portland City Code Chapter 14 Re: Zoning for B-3 Downtown Business Zone - Sponsored by the Portland Planning Board, Brandon Mazer, Chair

Motion was made by Councilor Mavodones and seconded by Mayor Snyder to postpone Order 193 to the July 13, 2020 City Council Meeting. Passage 8-0 (Ali out).

ORDERS:

Order 200-19/20 Approving Modifications to Agreements between the Maine Department of Transportation and Portland Re: Bayside Trail Improvements - Sponsored by Jon P. Jennings, City Manager

Motion was made by Councilor Ray and seconded by Councilor Chong for passage. Passage 8-0. (Ali out).

Order 201-19/20 Approving the Donation of Approximately \$50,000 from Maine Medical Center - Sponsored by Jon P. Jennings, City Manager

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

Order 202-19/20 Approving and Authorizing Land Exchange Agreement and License Agreement between J.B. Brown & Sons and the City of Portland Re: Emery Street and Quarry Road, and Commencement of Discontinuance of an Undeveloped Portion of Emery Street - Sponsored by the Economic Development Committee, Councilor Justin Costa, Chair

Councilor Thibodeau recused himself his employer represents the applicant.

Motion was made by Councilor Costa and seconded by Councilor Chong for passage. Passage 7-0 (Ali out, Thibodeau recused).

Order 203-19/20 Designating the 104 Grant Street Affordable Housing District and Tax Increment Financing District and Adopting the Municipal Development Program for the District - Sponsored by the Housing Committee, Councilor Jill C. Duson, Chair and the Economic Development Committee, Councilor Justin Costa, Chair

This is a first reading.

Order 204-19/20 Approving and Authorizing the City Manager to Enter Into the Credit Enhancement Agreement with Watson Renewal Grant LLC - Sponsored by the Housing Committee, Councilor Jill C. Duson, Chair and the Economic Development Committee, Councilor Justin Costa, Chair

This is a first reading.

Order 205-19/20 Approving an Agreement between the Maine Department of Transportation and Portland Re: Improvements to Stevens Avenue - Sponsored by Jon P. Jennings, City Manager

This is a first reading.

Order 206-19/20 Amendment to Portland City Code Chapter 6 Buildings and Building Regulations Re: Rental Application Fees - Sponsored by the Housing Committee, Councilor Jill Duson, Chair

This is a first reading.

Motion was made by Councilor Ray and seconded by Councilor Chong to adjourn.
Passage 7-0 at 11:29 P.M.

A TRUE RECORD.

Katherine L. Jones, City Clerk

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

EXECUTIVE SESSION:

ZOOM INFORMATION

The Portland City Council will hold a remote special meeting on Monday, June 22, 2020 at 5:00 PM. This meeting will take place remotely using Zoom.

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Webinar ID: 839 3611 4426

PLEDGE OF ALLEGIANCE:

ROLL CALL:

Mayor Snyder called the meeting to order at 5:00 PM (Councilor Maovodnes arrived during Communication 12, Councilor Ali arrived during Communications.)

Motion was made by Councilor Snyder and seconded by Councilor Duson to suspend the rules and take up an unagenda items. Passage 8-0 (Mavodones absent).

ANNOUNCEMENTS:

COMMUNICATION:

Communication re: Legislative Committee Recommendation

UNFINISHED BUSINESS:

Order 190A-19/20 Approving the Consolidation of Voting Districts in the City of Portland to Three Polling Places for the July 14, 2020 State Primary and Municipal Referendum - Sponsored by Katherine L. Jones, City Clerk

Motion was made by Councilor Cook and seconded by Councilor Ali to postpone indefinitely. Passage 9-0

Order 191-19/20 Moving the Polling Place at the Portland Exposition Building to the Troubh Ice Arena for the July 14, 2020 Primary and Referendum - Sponsored by Katherine L. Jones, City Clerk

Motion was made by Councilor Costa and seconded by Councilor Ray for passage. Passage 9-0.

Motion was made by Councilor Ray and seconded by Councilor Costa to adjourn. Passage 9-0 at 5:35 P.M.

A TRUE RECORD

Katherine L. Jones, City Clerk

PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS:



CITY COUNCIL EXECUTIVE SESSION MINUTES AND WORKSHOP TO BE HELD REMOTELY

Please click the link below to join the webinar: [See agenda]

EXECUTIVE SESSION

DATE: June 29, 2020

TIME: 5:30 PM

Motion was made by Councilor Ray and seconded by Councilor Duson to go into Executive Session. Passage: 9-0.

Discussion with Corporation Council Regarding the City's Legal Rights and Duties with regard to NPG, LLC and High Street Capital Partners, LLC v. City of Portland, pursuant to 1 M.R.S. Section 405(6)(E)

Motion was made by Councilor Ray and seconded by Councilor Cook to adjourn the Executive Session. Passage: 9-0.

CITY COUNCIL WORKSHOP

DATE: June 29, 2020

TIME: 6:01 PM

ANNOUNCEMENTS:

1. Councilor Tae Chong will report on the work of the Governor's Economic Recovery Committee.
2. Mayor Kate Snyder will be making an announcement about a Proposed Black Lives Matter Mural.

AGENDA ITEMS:

1. Next steps discussion regarding June 9, 2020 Health and Human Services Committee Meeting
2. June 22, 2020 Workshop concerning June 1, 2020 Protest Report from the Police Department

The Council Workshop ended at 8:00 p.m.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: June 16, 2020

SUBJECT: Order 1-20/21 Granting Municipal Officers' Approval of Island Lobster Company Inc dba Island Lobster Company. Application for a Class I FSE with Outdoor Dining on Private Property at 20 Island Avenue - Sponsored by Jon P. Jennings, City Manager

SPONSOR:

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

Island Lobster Company Inc dba Island Lobster Company. Application for a Class I FSE with Outdoor Dining on Private Property at 20 Island Avenue.

Application was filed on 6/4/2020. New City and State applications. Change of Classification for an existing business.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

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

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. 20200616101833411
2. Island Lobster Company

Prepared by:

Date: 6/16/2020

Dear Portland City Hall,

May 27, 2020

My husband Thom and I are excited to apply for a food beverage license with the city of Portland. I am born and raised on Peaks Island and Thom is a commercial lobsterman.

Our plan for the restaurant is a small seafood menu with steamed and fried options, a children's menu, and a few non-seafood options. A full bar to accompany the menu. Our vision is to have a great family friendly restaurant open seasonally 12:00-8:00pm.

Our goal is to open Island Lobster Company in June 2020

Thank you for your consideration. Please let us know if you need more information.

Best,

Katie and Thom Werner

207-807-1832



CITY OF PORTLAND
Permitting and Inspections Department
Application for Food Service Establishment with Alcoholic Beverages License

Business Information			
Business Name (d/b/a):	Island Lobster Company	Phone:	207-807-1832
Location Address:	20 Island Ave	Zip:	04108
If new, what was formerly at this location:			
Mailing Address:	2 High View Rd, Cape Elizabeth	Zip:	04107
Contact Person:	Katie Werner	Phone:	207 807-1832
Contact Person Email:	K.wernerco@gmail.com		
Manager of Establishment:	Katie Werner	Date of Birth:	5.27.86
		Phone:	207 807-1832
Owner of Premises (Landlord):	Thom + Katie Werner		
Address of Premises Owner:	2 High View Rd Cape Eliz.	Zip:	04107

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

Name of Owner(s)	Date of Birth	Residence Address

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

Corporate Name		Corporate Mailing Address	
Island Lobster Company Inc.		2 High View Cape Elizabeth Me.	Zip: 04107
Contact Person:	Katie Werner	Phone:	
Principal Officers	Title	Date of Birth	Residence Address
Katie Werner	President	5.27.86	2 High View Rd 04107
Thom Werner	Treasurer	4.3.82	
Class of Liquor License:		Class 1 fse	



CITY OF PORTLAND
Permitting and Inspections Department

Type of food served:	Seafood / Burgers	
Please circle all that will be served:	Beer	Wine
Projected percentage of sales:	Generated from Food: 85%	Generated from Alcohol: 15%
Hours & days of operation:	Mon. - Thurs. 11:30 - 8:00 / Fri. - Sun. 11:30 - 9:00	
QUESTIONS		
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?	Y/N	
If No, please explain:	lobster rolls, nachos	
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	Y/N	
If yes, give the distance:		
Will you have entertainment on the premises? (If yes, a Supplemental Application for Entertainment is required.)	Y/N	
Will you permit dancing after 1:00 a.m.?	Y/N	
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	Y/N	
If yes, will the outside dining be on PUBLIC or PRIVATE property (circle one).	PRIVATE	
Will you have any amusement devices (pinball, video games, juke box)?	Y/N	
If yes, please list: # of pinball machines: _____ # of amusements: _____ # of pool tables: _____		
What is your targeted opening date?	June 1st 2020	
Does the Issuance of this license directly or indirectly benefit any City employee(s)?	Y/N	
If Yes, list name(s) of employee(s) and department(s):		
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?	Y/N	
If Yes, please list business name(s) and location(s):		
Is any principal officer under the age of 21?	Y/N	
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	Y/N	
If Yes, please explain:		

I, Kathlyn Werner do hereby swear and affirm that every employee in my establishment that serves alcohol to the public has attended server training, or will attend server training within 90 days of their hire. I also understand that at any time the City license administrator can, upon request, require me to produce Server Training certificates for each employee that serves alcohol to the public in my establishment. Failure to meet the training requirement imposed by section 15-41 may result in the denial of a liquor license pursuant to 28-A M.R.S.A. § 653 (2) (G).

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above licensee and further agrees that any misstatement of material fact may result in refusal of license or revocation if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto. I/We, hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. I/We, hereby waive any rights to privacy with respect thereto.

Signature Kathlyn Werner Title President Date 5.4.2020



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

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

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

Business Information	Island Lobster Company		
Business Name (d/b/a):		Phone:	
Location Address:	20 Island Ave.	Zip:	04108
Mailing Address:	2 High View Rd C.E.	Zip:	04107
Contact Person:	Katie Werner	Phone:	207 807-1832
Contact Person Email:	lc.wernerco@gmail.com		
Manager of Establishment:	Katie Werner	Date of Birth:	5-27-86
		Phone:	207 807-1832
Owner of Premises (Landlord):	Thom + Katie Werner		
Address of Premises Owner:	2 High View Rd. C.E.	Zip:	04107

Owner Information

Corporate Name		Corporate Mailing Address	
Island Lobster Co.		2 High View Rd. Zip: 04107	
Contact Person:	Katie Werner	Phone:	207 807-1832
Principal Officers	Title	Date of Birth	Residence Address
Thom Werner	owner	4-3-82	2 High View Rd 04107
Katie Werner	owner	5-27-86	- Same -



CITY OF PORTLAND
Permitting and Inspections Department

Class of License:	
Type of food served:	Seafood / Burgers
Please circle all that will be served:	Beer Wine Liquor
Hours & days of operation:	11:30 - 8:00pm
Number of Tables	15 picnic
Number of Chairs	20 Bar chairs

Design and Construction

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

Maintenance and Operations

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

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

Signature Phyllis Kerner Title Owner Date 5-27-86

For Administrative Use Only

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



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

Application for an On-Premises License

All Questions Must Be Answered Completely. Please print legibly.

Division Use Only	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Payment Type:	
OK with SOS: Yes ☐ No ☐	

Section I: Licensee/Applicant(s) Information;
Type of License and Status

Legal Business Entity Applicant Name (corporation, LLC):	Business Name (D/B/A):
Island Lobster Company	
Individual or Sole Proprietor Applicant Name(s):	Physical Location:
Thom + Katie Werner	20 Island Ave. Peaks Island
Individual or Sole Proprietor Applicant Name(s):	Mailing address, if different:
	2 High View Rd, Cape Elizabeth
Mailing address, if different from DBA address:	Email Address:
2 High View Rd, Cape Eliz. Me. 04107	k.wernerco@gmail.com
Telephone # Fax #:	Business Telephone # Fax #:
207-807-1832	207-807-1832
Federal Tax Identification Number:	Maine Seller Certificate # or Sales Tax #:
83-2494633	Sales tax # 1199035
Retail Beverage Alcohol Dealers Permit:	Website address:
0	www.islandlobsterco.com

1. New license or renewal of existing license? ☐ New Expected Start date: _____
☒ Renewal Expiration Date: 5.31.20

2. The dollar amount of gross income for the licensure period that will end on the expiration date above:

Food: _____ Beer, Wine or Spirits: _____ Guest Rooms: 0

3. Please indicate the type of alcoholic beverage to be sold: (check all that apply)

☒ Malt Liquor (beer) ☒ Wine ☒ Spirits

4. Indicate the type of license applying for: (choose only one)

- ☒ Restaurant (Class I, II, III, IV) ☐ Class A Restaurant/Lounge (Class XI) ☐ Class A Lounge (Class X)
- ☐ Hotel (Class I, II, III, IV) ☐ Hotel – Food Optional (Class I-A) ☐ Bed & Breakfast (Class V)
- ☐ Golf Course (included optional licenses, please check if apply) (Class I, II, III, IV) ☐ Auxiliary ☐ Mobile Cart
- ☐ Tavern (Class IV) ☐ Other: _____
- ☐ Qualified Caterer ☐ Self-Sponsored Events (Qualified Caterers Only)

Refer to Section V for the License Fee Schedule on page 9

5. Business records are located at the following address:

2 High View Rd., Cape Elizabeth, ME - 04107

6. Is the licensee/applicant(s) citizens of the United States? ☒ Yes ☐ No

7. Is the licensee/applicant(s) a resident of the State of Maine? ☒ Yes ☐ No

NOTE: Applicants that are not citizens of the United States are required to file for the license as a business entity.

8. Is licensee/applicant(s) a business entity like a corporation or limited liability company?

☐ Yes ☒ No If Yes, complete Section VII at the end of this application

9. For a licensee/applicant who is a business entity as noted in Section I, does any officer, director, member, manager, shareholder or partner have in any way an interest, directly or indirectly, in their capacity in any other business entity which is a holder of a wholesaler license granted by the State of Maine?

☐ Yes ☒ No

☒ Not applicable – licensee/applicant(s) is a sole proprietor

10. Is the licensee or applicant for a license receiving, directly or indirectly, any money, credit, thing of value, endorsement of commercial paper, guarantee of credit or financial assistance of any sort from any person or entity within or without the State, if the person or entity is engaged, directly or indirectly, in the manufacture, distribution, wholesale sale, storage or transportation of liquor.

☐ Yes ☒ No

If yes, please provide details: _____

11. Do you own or have any interest in any another Maine Liquor License? ☐ Yes ☒ No

If yes, please list license number, business name, and complete physical location address: (attach additional pages as needed using the same format)

Name of Business	License Number	Complete Physical Address

12. List name, date of birth, place of birth for all applicants including any manager(s) employed by the licensee/applicant. Provide maiden name, if married. (attach additional pages as needed using the same format)

Full Name	DOB	Place of Birth
Kathlyn (O'Toole) Werner	5-27-86	Portland
Thomas Werner	4-3-82	Portland.

Residence address on all the above for previous 5 years

Name	Address:	04107
Kathlyn Werner	2 High View Rd. Cape Elizabeth	
Name	Address:	
Thomas Werner		
Name	Address:	

13. Will any law enforcement officer directly benefit financially from this license, if issued?

☐ Yes ☒ No

If Yes, provide name of law enforcement officer and department where employed:

14. Has the licensee/applicant(s) ever been convicted of any violation of the liquor laws in Maine or any State of the United States? ☐ Yes ☒ No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

15. Has the licensee/applicant(s) ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States? ☐ Yes ☒ No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

16. Has the licensee/applicant(s) formerly held a Maine liquor license? ☒ Yes ☐ No

17. Does the licensee/applicant(s) own the premises? ☒ Yes ☐ No

If No, please provide the name and address of the owner:

18. If you are applying for a liquor license for a Hotel or Bed & Breakfast, please provide the number of guest rooms available: _____

19. Please describe in detail the area(s) within the premises to be licensed. This description is in addition to the diagram in Section VI. (Use additional pages as needed)

Two story restaurant with bar.

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

Name: Peaks Island Elementary

Distance: 1 mile

Section II: Signature of Applicant(s)

By signing this application, the licensee/applicant understands that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.

Please sign and date in blue ink.

Dated: May 4, 2020

Kathlyn Werner

Signature of Duly Authorized Person

Signature of Duly Authorized Person

Kathlyn Werner

Printed Name Duly Authorized Person

Printed Name of Duly Authorized Person

Section VII: Required Additional Information for a Licensee/Applicant for an On-Premises Liquor License Who are Legal Business Entities

Questions 1 to 4 of this part of the application must match information in Section I of the application above and match the information on file with the Maine Secretary of State's office. If you have questions regarding your legal entity name or DBA, please call the Secretary of State's office at (207) 624-7752.

All Questions Must Be Answered Completely. Please print legibly.

1. Exact legal name: Kathlyn + Thomas Werner
2. Doing Business As, if any: Island Lobster Company
3. Date of filing with Secretary of State: May 4, 2020 State in which you are formed: Inc.
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:
0
5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors, managers, members or partners and the percentage ownership any person listed: (attached additional pages as needed)

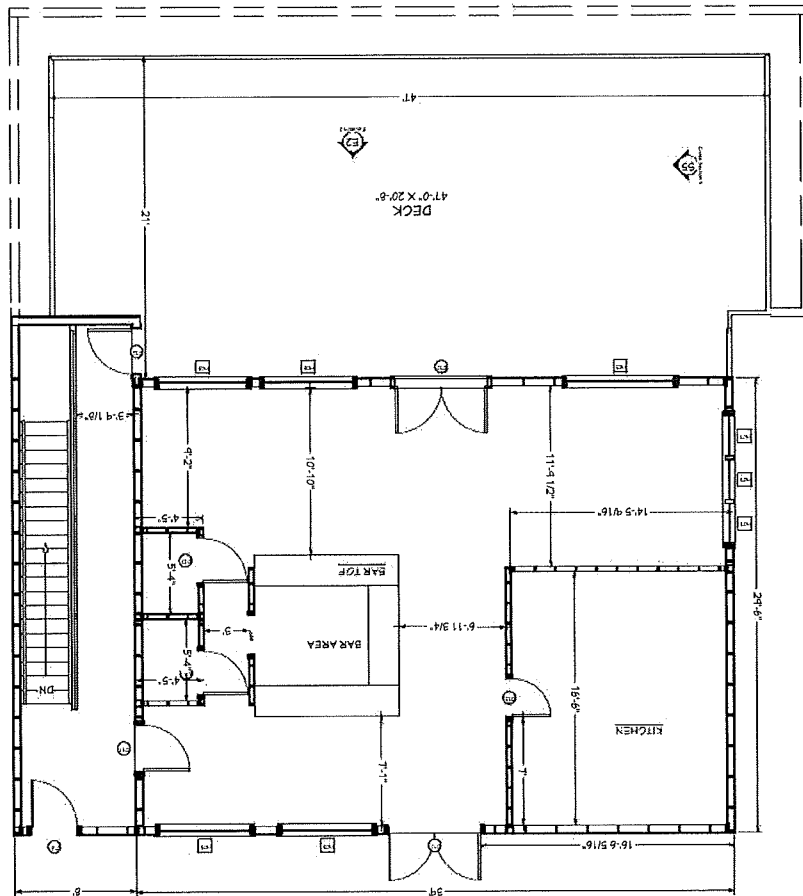
Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership
Kathlyn Werner	2 High View Rd.	5.27.86	owner	50%
Thomas Werner	'	4.3.82	owner	50%

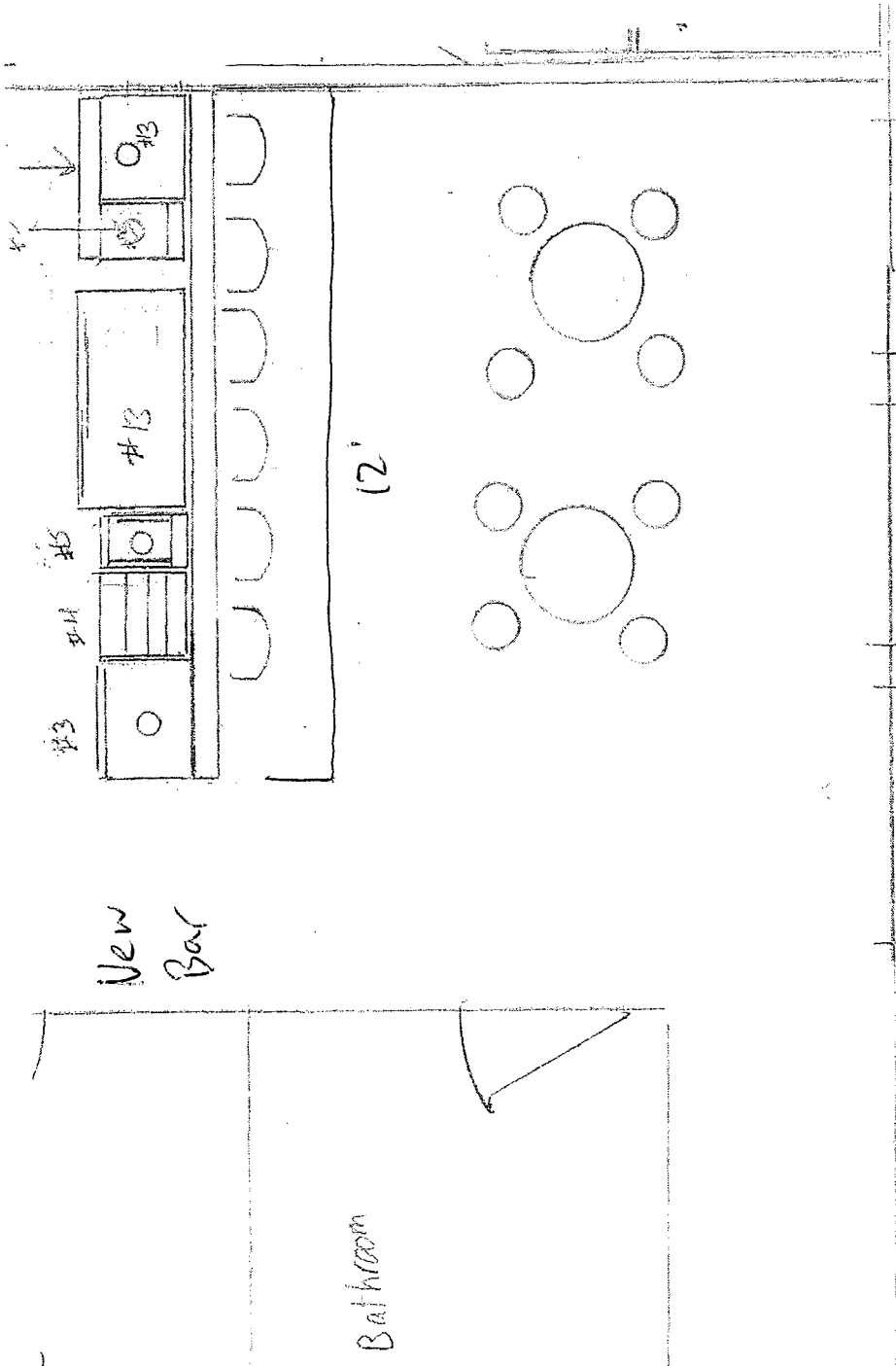
(Ownership in non-publicly traded companies must add up to 100%.)

EXISTING RESTAURANT FLOOR PLAN

NO CHANGES

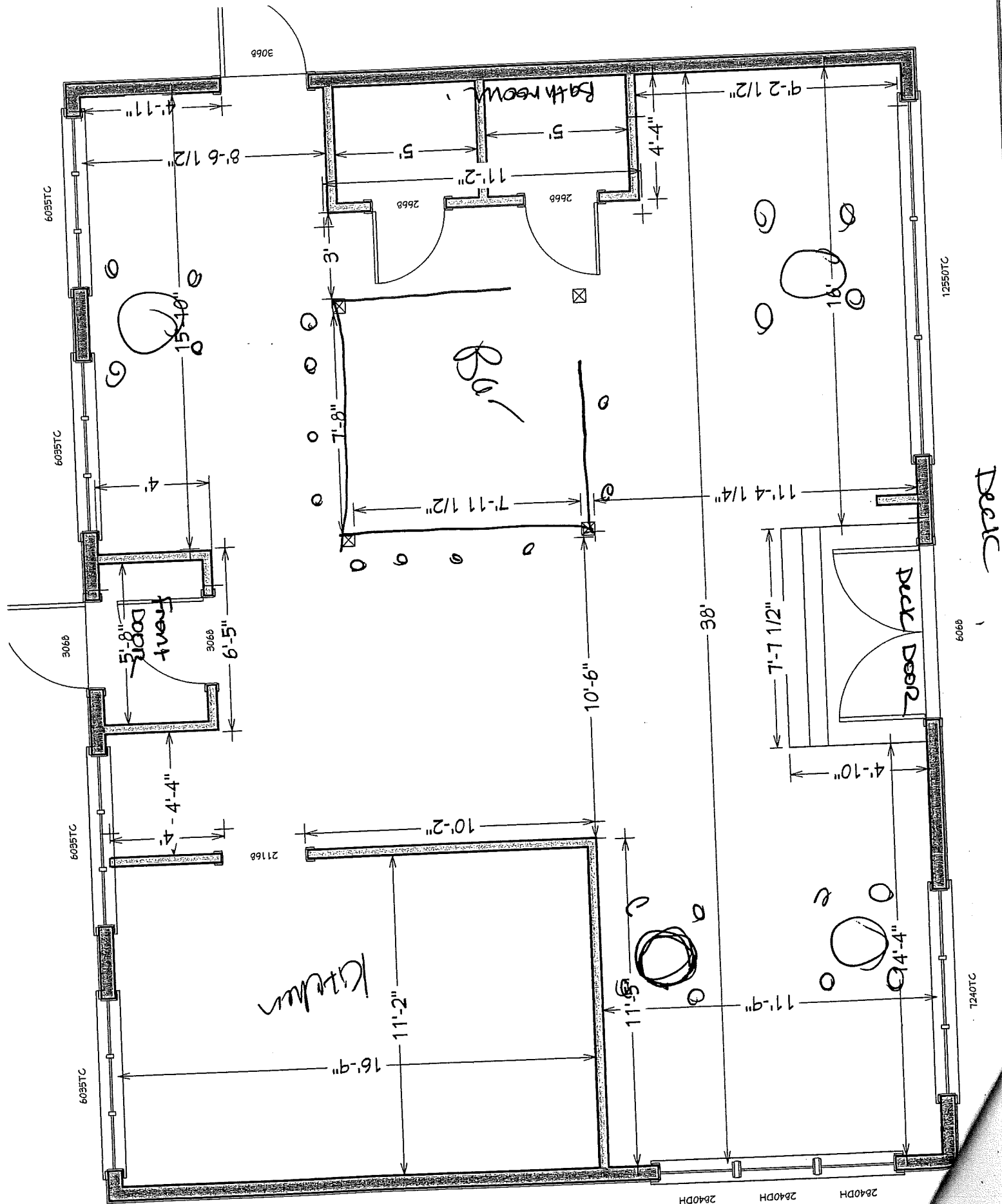
Existing Bar

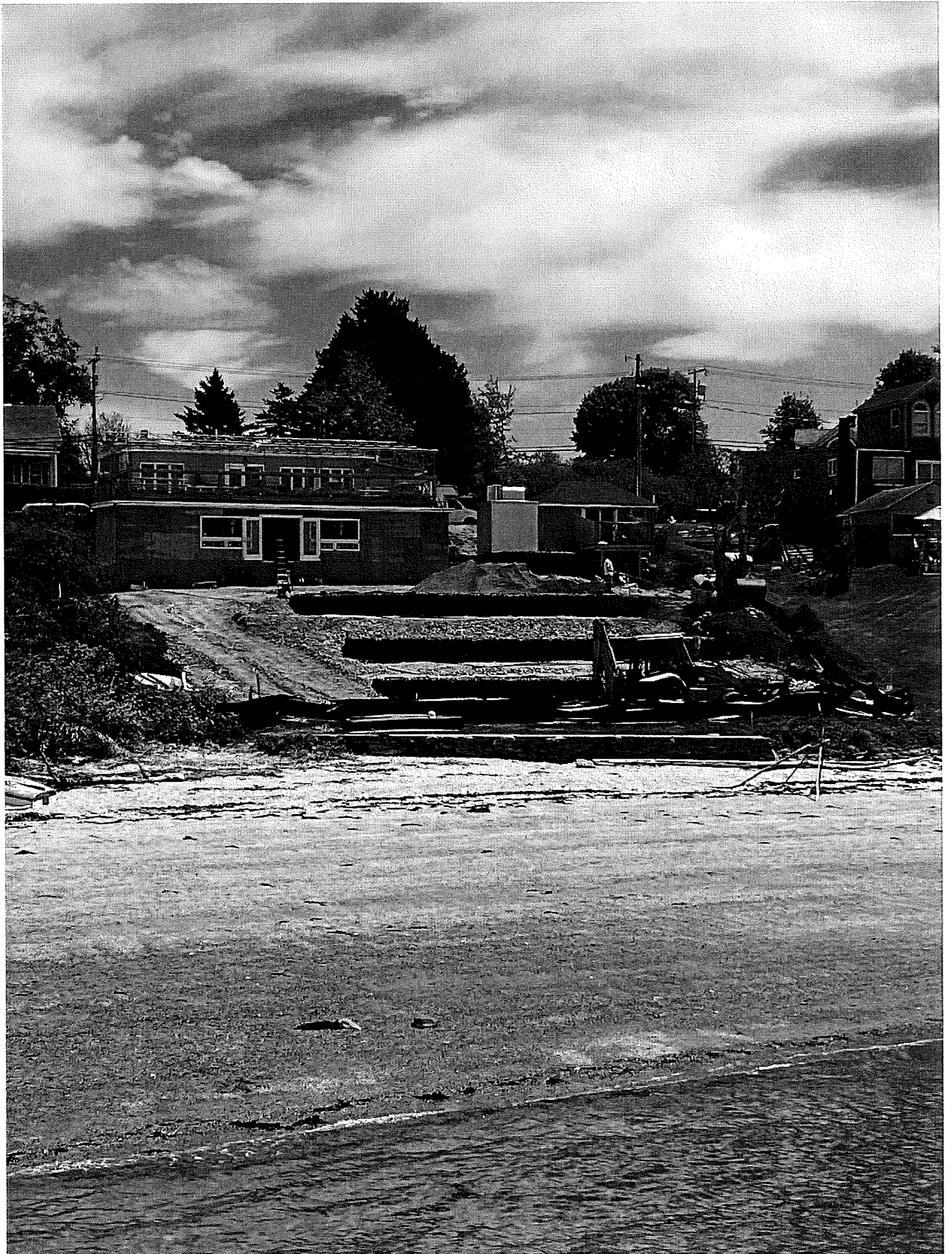




- | | |
|---------------------------------|-------------------|
| #1 90" Keg cooler | #6 30" x 30" w |
| #2 57" Back Bar Cooler Sliding | #7 2 door cooler |
| #3 24" Ice Bin w/ cold plate | #8 24" x 8 1/2" |
| #4 18" liquor rail | #9 Existing 2 |
| #5 18" Dump sink / prep sink | #10 4' prep table |
| #13 49" Back Bar Cooler Sliding | #11 3 Bay sink |
| #14 36" Speed rail | #12 Hand sink |

b: Island lobster
 raw to 1/4 scale
 Ability Equipment





Island Lobster Company Peaks Island, Me.

Starters

- Fried calamari \$12
lemon garlic aioli
- Crab cakes \$16
sriracha remoulade
- Clam cakes \$14
Old bay and horseradish aioli
- *Steam Clams MKT
Drawn butter
- Nachos \$10 Add BBQ Chicken or Chili \$4
Roasted Peppers, onions, corn, pickled jalapenos, cheddar and jack cheese, Plucked Fresh Salsa, sour cream.
- Chicken wings \$12
Buffalo or BBQ Ranch or Blue Cheese

Soup & Salads

- Garden salad \$9
Pickled onions, cucumbers, carrots, tomatoes
Dressings: Ranch, Blue Cheese, Balsamic Vinaigrette
- Caesar salad \$10
Herb croutons, parmesan cheese, anchovies
Add Chicken \$4
- Clam chowder \$7 Cup/ \$10 Bowl
with bacon and chives
- Beef and black bean chili \$6 cup/ \$9 bowl
Cheddar and Jack cheese, tortilla chips

Rolls

- *Lobster Roll \$MKT

Mayo, chives, lemon

- *Crab Roll \$MKT
Mayo, chives, lemon
- *Scallop Roll \$MKT
Tartar or cocktail sauce
- *Clam Roll \$MKT
Tartar or cocktail sauce
- Shrimp Roll \$MKT
Tartar or cocktail sauce

All on toasted rolls served with French fries and pickles*

Fried Seafood Plates

- Scallops
- Shrimp
- Clams
- Fish

All Seafood plates come with French fries, cole slaw, tartar sauce or cocktail sauce

Side Dishes

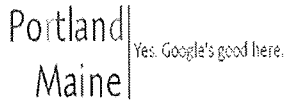
French Fries \$7
Onion Rings \$8
Cole slaw \$4
Corn on the Cob \$3
Pickles \$3

Kids Menu

Grilled Cheese \$7
Burger \$7
Fish and Chips \$7
Mac and Cheese \$7
Red Hot Dog \$7
Chicken Tenders \$7
All Kids meals have choice of sliced apples, or French Fries

Desserts

Whoopie Pie \$6
Local Pie of the Day \$9
Izzy's Cheese Cake with strawberry sauce \$9
Gifford's Vanilla Ice Cream \$6



Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Re: Island Lobster Company

Dan Hondo <danh@portlandmaine.gov>

Fri, Jun 5, 2020 at 10:07 AM

To: Jessica Hanscombe <jhanscombe@portlandmaine.gov>

No issues on the Pd side

On Fri, Jun 5, 2020 at 9:26 AM Jessica Hanscombe <jhanscombe@portlandmaine.gov> wrote:

Good Morning

Please see the attached application for a Class I FSE. This is a change of classification. Please advise.
Jessica

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

--

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



CITY OF PORTLAND
Permitting and Inspections Department

June 5, 2020

Island Lobster Company Inc
2 Highview
Cape Elizabeth ME 04107

Re: Island Lobster Company Inc dba Island Lobster Company. Application for a Class I FSE with Outdoor Dining on Private Property at 20 Island Avenue.

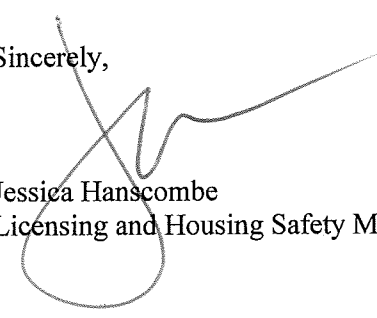
Dear Katie Werner

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday July 13, 2020 at 4:00 p.m.**, for the review of application for a Class I FSE with Outdoor Dining on Private Property at 20 Island Avenue. The meeting will take place virtually on that date. The agenda will include a link to the meeting, which will be posted the Friday prior to the meeting.

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

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

Sincerely,



Jessica Hanscombe
Licensing and Housing Safety Manager

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on July 13, 2020 at 5:30 P.M., virtually online, Island Lobster Company Inc dba Island Lobster Company. Application for a Class I FSE with Outdoor Dining on Private Property at 20 Island Avenue. Sponsored by Jon P. Jennings, City Manager.

KATE SNYDER (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
TAE Y. CHONG (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

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

ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:

**Island Lobster Company Inc dba Island Lobster Company. Application for a Class I FSE
with Outdoor Dining on Private Property at 20 Island Avenue.**

MEMORANDUM
City Council Agenda Item

FROM:

DATE: June 16, 2020

SUBJECT: **Order 2-20/21 Granting Municipal Officers' Approval of The Porthole Restaurant & Pub dba Porthole Restaurant. Application for a Combined Entertainment License at 20 Custom House Wharf - Sponsored by Jon P. Jennings, City Manager**

SPONSOR:

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

The Porthole Restaurant & Pub dba Porthole Restaurant. Application for a Combined Entertainment License at 20 Custom House Wharf.

Application was filed on 4/10/2020. Applicant currently holds a Class XI FSE license with Entertainment with Dance. Chapter 4 Sec 4-53 (2) requires a public hearing for all initial applications for a Combined Entertainment License.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

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

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Porthole
2. 20200616102642652

Prepared by:

Date: 6/16/2020

KATE SNYDER (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
TAE Y. CHONG (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

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

ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:

The Porthole Restaurant & Pub dba Porthole Restaurant. Application for a Combined Entertainment License at 20 Custom House Wharf.



CITY OF PORTLAND
Permitting and Inspections Department
Renewal Application for an Entertainment License

Must Include:

- ☐ 8 1/2" x 11" diagram showing layout of the premises to include dimensions, locations of dancing, seating, toilet rooms and means of egress.
- ☐ Sound Mitigation Plan (**not required if renewal application for indoor only entertainment)
 - o Prepared and Certified by a Professional Sound Engineer
 - o Details of methods used to minimize the impact on entertainment on the surrounding uses
 - o Speaker Locations and directions
 - o Sound System details and controls
 - o Stage and site layout and direction
 - o Noise cancelling or mitigating measures proposed
 - o Anticipated Sound readings
 - Indoors Entertainment-8 feet from any outer wall
 - Outdoor/Combined Entertainment-Property line and closest residence
 - o On-Site monitor when attendees are expected to exceed 250

Business Information			
Business Name (d/b/a):	The Porthole Restaurant & Pub	Phone:	207 773-4653
Location Address:	20 Custom House Wharf	Zip:	04101
Owner Name:	Kenneth N Macgowan	Phone:	207 831-0169
Owner Email:	chm@maine.rr.com		
Contact Person responsible for Entertainment:	Beth Portras	Phone:	207 831-1324
Contact Person Email:	beth@casablanca-maine.com		
Manager of Establishment:	Beth Portras	Phone:	207 831-1324
Manager Email:	beth@casablanca-maine.com		

About Your Establishment

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

Waterfront Restaurant. Live music on deck 6-9 Mon-Thurs
7-11 Fri + Sat

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above license and further agrees that any misstatement of material fact may result in refusal of license or revocation, if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

Signature Beth Portras Title GM Date 2/21/20

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

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

bl@portlandmaine.gov • www.portlandmaine.gov

PORTHOLE SOUND MITIGATION PLAN

COMMERCIAL STREET

BOONES SIGN

CASCO BAY VARIETY
+ GILBERTS

3 READING

GILBERTS
Deck

BOONES PARKING

BOONES

2 READING

PORTHOLE BANNER

CASCO BAY

SPEAKER

DECK
STAGE

RESTAURANT

SPEAKER

CASABLANCA

1
READING

Electrical SHED

SOUND MITIGATION PLAN

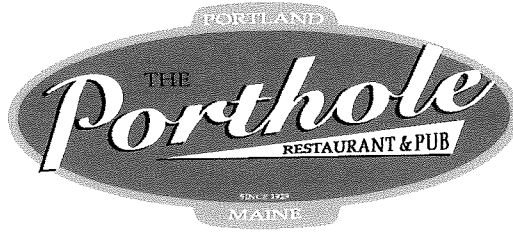
1st Reading

2nd Reading

[illegible]

1 = Electrical Box
2 = Under Banner

35 Boones Sign



ENTERTAINMENT POLICIES & PROCEDURES

We are now required by the city of Portland to have a sound mitigation plan in place. We are asking our scheduled entertainment to sign this policy and agree to the rules and regulations that we are required to follow per our liquor license.

Live Entertainment Occurs:

Monday – Thursday Evenings

No Later Than 10pm

Friday & Saturday Evenings

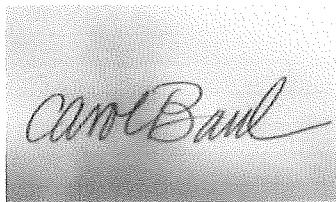
No Later Than 11pm

The Porthole will be taking 2 readings during each show at 3 designated spots and will record decibel levels at each spot. The level of sound, measured by a sound level meter with frequency weighting network (manufactured according to standards prescribed by the American National Standards Institute, Inc.), inherently and recurrently generated within the waterfront central zone shall not exceed seventy-five (75) decibels on the A scale at the boundaries of any lot, except for sound from construction activities, sound from traffic on public streets, sound from temporary activities such as festivals, and sound created as a result of, or relating to, an emergency, including sound from emergency warning signal devices.

We agree to these terms and regulations and will adjust accordingly if needed.

Entertainment Name: Bees Deluxe

Date: 3/18/2020

A rectangular stamp containing a handwritten signature in cursive script that reads "Carol Baul".

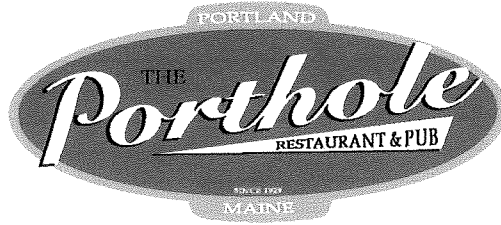
Entertainment Representative Signature

Date: 3/18/2020

Porthole Representative

Signature: _____

Date: _____



ENTERTAINMENT POLICIES & PROCEDURES

We are now required by the city of Portland to have a sound mitigation plan in place. We are asking our scheduled entertainment to sign this policy and agree to the rules and regulations that we are required to follow per our liquor license.

Live Entertainment Occurs:

Monday – Thursday Evenings

No Later Than 10pm

Friday & Saturday Evenings

No Later Than 11pm

The Porthole will be taking 2 readings during each show at 3 designated spots and will record decibel levels at each spot. The level of sound, measured by a sound level meter with frequency weighting network (manufactured according to standards prescribed by the American National Standards Institute, Inc.), inherently and recurrently generated within the waterfront central zone shall not exceed seventy-five (75) decibels on the A scale at the boundaries of any lot, except for sound from construction activities, sound from traffic on public streets, sound from temporary activities such as festivals, and sound created as a result of, or relating to, an emergency, including sound from emergency warning signal devices.

We agree to these terms and regulations and will adjust accordingly if needed.

Entertainment Name: Hello Newman

Date: 3/26/20

Entertainment Representative Signature: Derek Johnson

Date: 3/26/20

Porthole Representative Signature: _____

Date: _____

ENTERTAINMENT POLICIES & PROCEDURES

We are now required by the city of Portland to have a sound mitigation plan in place. We are asking our scheduled entertainment to sign this policy and agree to the rules and regulations that we are required to follow per our liquor license.

Live Entertainment Occurs:

Monday – Thursday Evenings

No Later Than 10pm

Friday & Saturday Evenings

No Later Than 11pm

The Porthole will be taking 2 readings during each show at 3 designated spots and will record decibel levels at each spot. The level of sound, measured by a sound level meter with frequency weighting network (manufactured according to standards prescribed by the American National Standards Institute, Inc.), inherently and recurrently generated within the waterfront central zone shall not exceed seventy-five (75) decibels on the A scale at the boundaries of any lot, except for sound from construction activities, sound from traffic on public streets, sound from temporary activities such as festivals, and sound created as a result of, or relating to, an emergency, including sound from emergency warning signal devices.

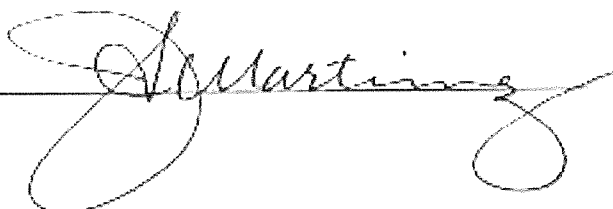
We agree to these terms and regulations and will adjust accordingly if needed.

Entertainment Name: QUIET RIOT ACT.
Date: 3/20/20

Entertainment Representative

Signature: JOHN MARTINEZ

Date: 3/20/20



Porthole Representative

Signature: _____

Date: _____



ENTERTAINMENT POLICIES & PROCEDURES

We are now required by the city of Portland to have a sound mitigation plan in place. We are asking our scheduled entertainment to sign this policy and agree to the rules and regulations that we are required to follow per our liquor license.

Live Entertainment Occurs:

Monday – Thursday Evenings
Friday & Saturday Evenings

No Later Than 10pm
No Later Than 11pm

The Porthole will be taking 2 readings during each show at 3 designated spots and will record decibel levels at each spot. The level of sound, measured by a sound level meter with frequency weighting network (manufactured according to standards prescribed by the American National Standards Institute, Inc.), inherently and recurrently generated within the waterfront central zone shall not exceed seventy-five (75) decibels on the A scale at the boundaries of any lot, except for sound from construction activities, sound from traffic on public streets, sound from temporary activities such as festivals, and sound created as a result of, or relating to, an emergency, including sound from emergency warning signal devices.

We agree to these terms and regulations and will adjust accordingly if needed.

Entertainment Name: Something Stupid

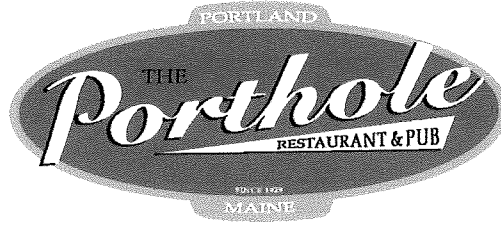
Date: 03/18/2020

Entertainment Representative Signature: _____

Date: 03/18/2020

Porthole Representative Signature: _____

Date: _____



ENTERTAINMENT POLICIES & PROCEDURES

We are now required by the city of Portland to have a sound mitigation plan in place. We are asking our scheduled entertainment to sign this policy and agree to the rules and regulations that we are required to follow per our liquor license.

Live Entertainment Occurs:

Monday – Thursday Evenings

No Later Than 10pm

Friday & Saturday Evenings

No Later Than 11pm

The Porthole will be taking 2 readings during each show at 3 designated spots and will record decibel levels at each spot. The level of sound, measured by a sound level meter with frequency weighting network (manufactured according to standards prescribed by the American National Standards Institute, Inc.), inherently and recurrently generated within the waterfront central zone shall not exceed seventy-five (75) decibels on the A scale at the boundaries of any lot, except for sound from construction activities, sound from traffic on public streets, sound from temporary activities such as festivals, and sound created as a result of, or relating to, an emergency, including sound from emergency warning signal devices.

We agree to these terms and regulations and will adjust accordingly if needed.

Entertainment Name: Brazen Cane

Date: 3/18/2020

Entertainment Representative Signature: Chad Cummings

Date: 3/18/2020

Porthole Representative Signature: _____

Date: _____



ENTERTAINMENT POLICIES & PROCEDURES

We are now required by the city of Portland to have a sound mitigation plan in place. We are asking our scheduled entertainment to sign this policy and agree to the rules and regulations that we are required to follow per our liquor license.

Live Entertainment Occurs:

Monday – Thursday Evenings

No Later Than 10pm

Friday & Saturday Evenings

No Later Than 11pm

The Porthole will be taking 2 readings during each show at 3 designated spots and will record decibel levels at each spot. The level of sound, measured by a sound level meter with frequency weighting network (manufactured according to standards prescribed by the American National Standards Institute, Inc.), inherently and recurrently generated within the waterfront central zone shall not exceed seventy-five (75) decibels on the A scale at the boundaries of any lot, except for sound from construction activities, sound from traffic on public streets, sound from temporary activities such as festivals, and sound created as a result of, or relating to, an emergency, including sound from emergency warning signal devices.

We agree to these terms and regulations and will adjust accordingly if needed.

Entertainment Name: _____

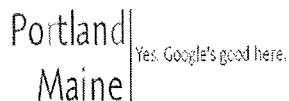
Date: _____

Entertainment Representative Signature: _____

Date: _____

Porthole Representative Signature: _____

Date: _____



Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Re: Porthole

Glen McGary <glenm@portlandmaine.gov>

Fri, Apr 10, 2020 at 3:53 PM

To: Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Cc: Kevin Schneck <kschneck@portlandmaine.gov>

Approved.

On Fri, Apr 10, 2020 at 11:44 AM Jessica Hanscombe <jhanscombe@portlandmaine.gov> wrote:

Hello

Please see the attached. This will need to go before the City Council for approval. Please advise.
Thanks Jessica

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

--

Lieutenant Glen McGary
Portland Police Department
109 Middle Street
Portland, Maine 04101
Office (207) 756-8294
Fax (207) 874-8580

City of Portland

Sound Mitigation Review

Date: 6/10/2020

Business The Porthole Restaurant & Pub

Applicant Beth Poitras

DESCRIPTION		yes	no
Sound system appropriate for the size venue		Yes	
Performance space located in an appropriate location		Yes	
Performance space facing in an appropriate direction to control sound		Yes	
Surrounding surfaces appropriate to control sound		Yes	
Additional sound absorbing features		None	
additional notes			
Approved		Yes	
DIRECT ALL INQUIRIES TO:			
Kevin Schneck			
(207) 756-8433			
kschneck@portlandmaine.gov			



CITY OF PORTLAND
Permitting and Inspections Department

June 16, 2020

Portland Restaurant
18 Custom House Wharf Street
Portland ME 04101

Re: The Porthole Restaurant & Pub dba Porthole Restaurant. Application for a Combined Entertainment License at 20 Custom House Wharf.

Dear Keith Macgowan

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday July 13, 4:00 p.m.**, for the review of application for a Combined Entertainment License at 20 Custom House Wharf. The meeting will take place in Council Chambers on the 2nd floor of City Hall, 389 Congress Street, Portland, ME 04101.

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

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

Sincerely,

Jessica Hanscombe
Licensing and Housing Safety Manager

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on July 13, 2020 at 4:00 P.M., in City Council Chambers, 389 Congress St., The Porthole Restaurant & Pub dba Porthole Restaurant. Application for a Combined Entertainment License at 20 Custom House Wharf. Sponsored by Jon P. Jennings, City Manager.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: June 16, 2020

SUBJECT: Order 3-20/21 Granting Municipal Officers' Approval of Rising Tide Brewing Company, LLC dba Rising Tide Brewing Company. Application for a Combined Entertainment License at 103 Fox Street - Sponsored by Jon P. Jennings, City Manager

SPONSOR:

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

Rising Tide Brewing Company, LLC dba Rising Tide Brewing Company. Application for a Combined Entertainment License at 103 Fox Street.

Application was filed on 3/27/2020. Applicant currently holds a Class A Lounge license with Indoor Entertainment and Outdoor Dining on Private Property. Chapter 4 Sec 4-53 (2) requires a public hearing for all initial applications for a Combined Entertainment License.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

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

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. 20200616103123117
2. Rising Tide

Prepared by:

Date: 6/16/2020



CITY OF PORTLAND
Permitting and Inspections Department
Renewal Application for an Entertainment License

Must Include:

8 1/2" x 11" diagram showing layout of the premises to include dimensions, locations of dancing, seating, toilet rooms and means of egress.

Sound Mitigation Plan (**not required if renewal application for indoor only entertainment)

- Prepared and Certified by a Professional Sound Engineer
- Details of methods used to minimize the impact on entertainment on the surrounding uses
- Speaker Locations and directions
- Sound System details and controls
- Stage and site layout and direction
- Noise cancelling or mitigating measures proposed
- Anticipated Sound readings
 - Indoors Entertainment-8 feet from any outer wall
 - Outdoor/Combined Entertainment-Property line and closest residence
- On-Site monitor when attendees are expected to exceed 250

Business Information			
Business Name (d/b/a):	RISING TIDE BREWING CO	Phone:	207 370 2337
Location Address:	103 Fox Street	Zip:	04101
Owner Name:	NATHAN SANBORN	Phone:	207 712 2747
Owner Email:	nathan@risingtidebrewing.com		
Contact Person responsible for Entertainment:	Nathan Sanborn	Phone:	
Contact Person Email:			
Manager of Establishment:	Nathan Sanborn	Phone:	
Manager Email:			

About Your Establishment

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

Brewery and tasting room. Occasional live music.

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above license and further agrees that any misstatement of material fact may result in refusal of license or revocation, if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

Signature [Signature] Title Owner Date 3/11/20

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



Jack Murray
Engineer/Producer/System Designer
Odds Are Productions LLC
Ocean Sound & Lighting
Portland, ME

Rising Tide Brewing Company
103 Fox Street
Portland, ME 04101

March 6, 2020

Dear Kailey,

Thanks so much for taking the time to reach out about a sound mitigation plan. It appears as though the steps you've been taking all along have helped to combat any potential complaints. I believe the plan you've laid out to me and will subsequently provide to the city will satisfy their criteria to show you are taking a proactive approach and not a reactive approach after complaints may arise. It's obvious you have put time into this process and I'm sure it won't go unnoticed.

Take care,

Jack



Live Music Policies and Procedures

Rising Tide Brewing Company hosts live music on Sundays from 1-4pm April – October and occasionally on other afternoons or evenings for special events. The band is generally set up inside with the garage doors open and speakers facing the outdoors. In certain circumstances, the band will be set up outside on one side of our patio. No live music will be allowed between the hours of 11pm and 10am

Before any live music performance begins, Rising Tide personnel will take a baseline sound reading at the closest border of Kennedy Park Residential Zone R6, directly across Fox Field from the brewery and at the edge of Bayside Terrace Residential Zone R6 near the intersection of Fox Street and North Boyd Street. (see attached map) These readings will be 60-second dBA weighted average. These readings will be recorded in the Event Decibel Reading Log which can be found in the Tasting Room Standard Operating Procedures binder.

During live music performances, Rising Tide Brewing Company crowd control personnel will complete hourly decibel readings at these same two locations. They will record these readings in the Event Decibel Reading Log. If the levels are more than 7 decibels above the baseline reading between 10am and 8pm or more than 2 decibels above the baseline reading between 8pm and 11pm, they will request that the band lower their levels and then do a second reading to ensure they are within compliance.

At the start of every season, the bands who perform regularly on Sundays will be required to read and sign an agreement that they understand and will follow the city's guidelines and Rising Tide's policies and procedures regarding volume. Other bands who may perform at special events will also be required to read and sign this agreement.

If a Portland police officer arrives at the brewery to do a decibel reading, Rising Tide will cooperate in all respects and be ready to provide this policy/procedure document, the band's signed agreements, and decibel reading log without hesitation.



Live Music Compliance Agreement

This agreement is between Rising Tide Brewing Company and partner live musicians to ensure both parties are aware and understand the City of Portland's Noise Ordinances.

Before any live music performance begins, Rising Tide personnel will take a baseline sound reading at the closest border of Kennedy Park Residential Zone R6, directly across Fox Field from the brewery and at the edge of Bayside Terrace Residential Zone R6 near the intersection of Fox Street and North Boyd Street. These readings will be 60-second dBA weighted average. These readings will be recorded in the Event Decibel Reading Log.

During live music performances, Rising Tide Brewing Company crowd control personnel will complete hourly decibel readings at these same two locations. They will record these readings in the log that resides in the SOP binder. If the levels are more than 7 decibels above the baseline reading between 7am – 10pm or more than 2 decibels above the baseline reading after 10pm, they will request that the band lower their levels and then do a second reading to ensure they are within compliance.

Rising Tide will keep a log recording these readings.

I have read, understand, and agree to the terms of this compliance agreement.

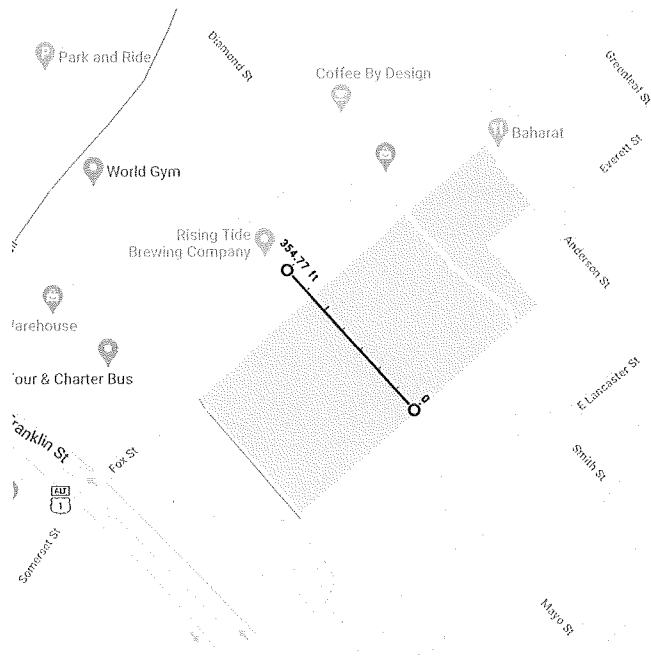
Band Signature

Date

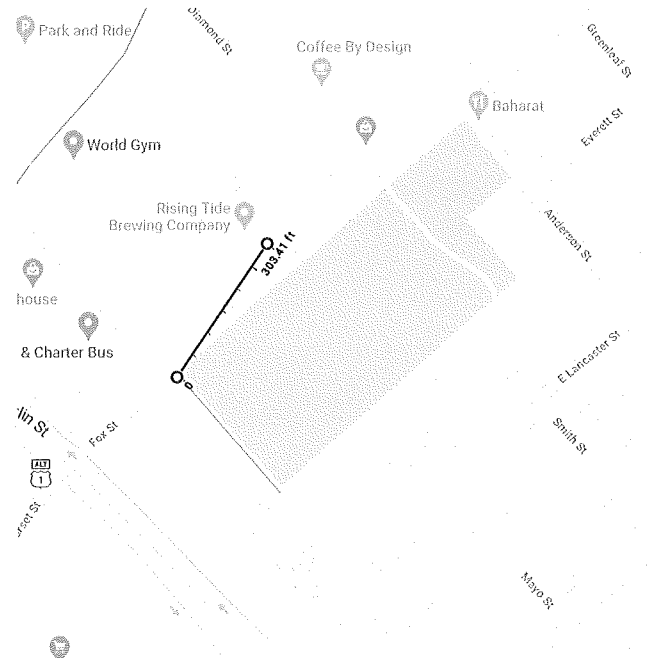
Band Name

Rising Tide Brewing Company Representative witness signature

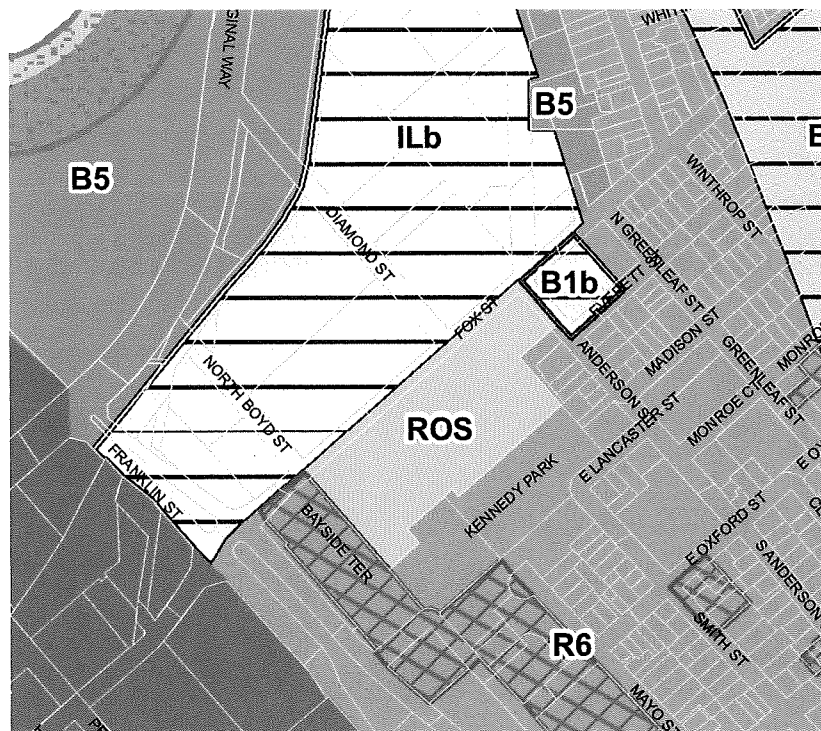
Sound Monitor Location 1
Kennedy Park

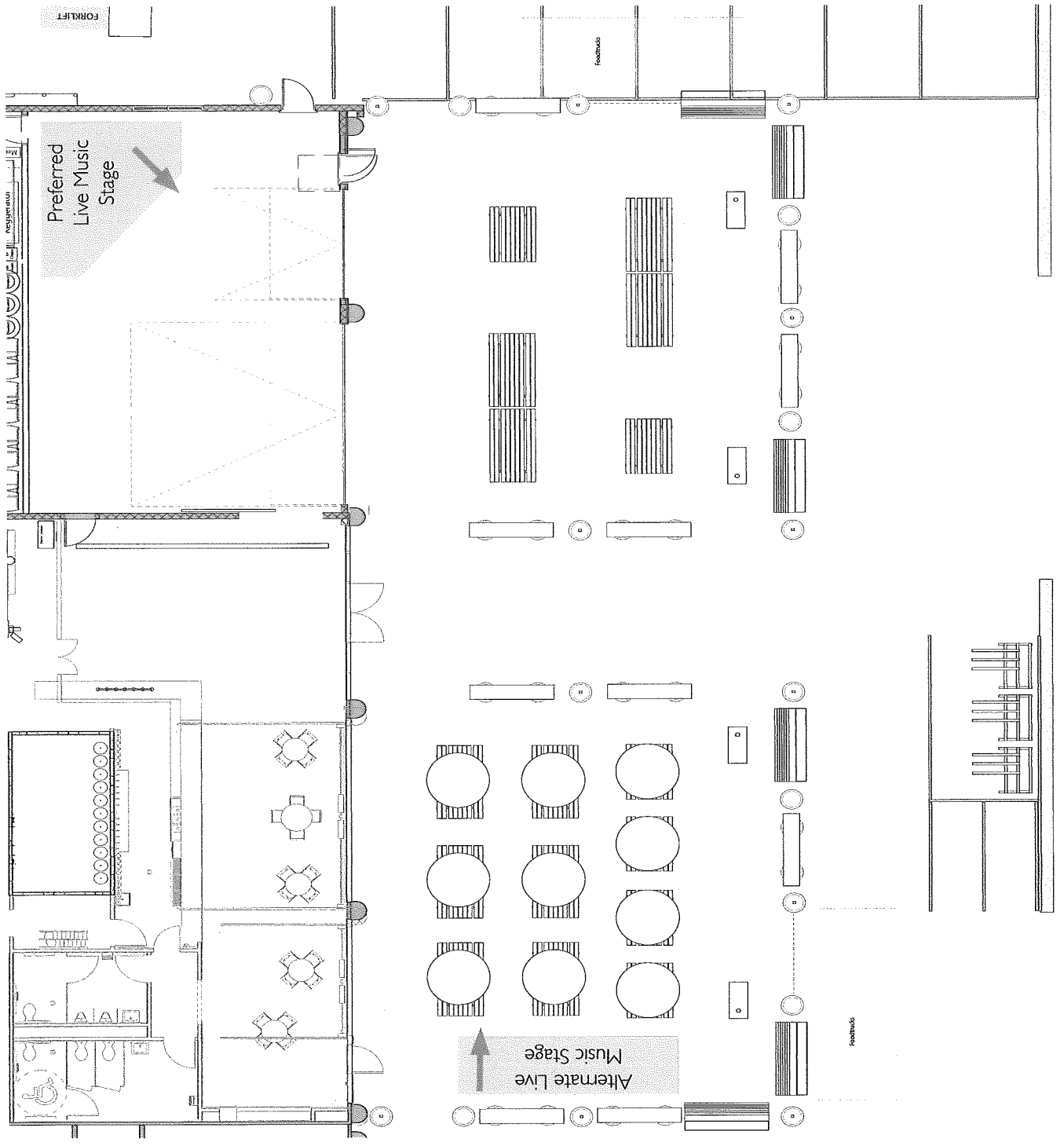


Sound Monitor Location 2
Bayside Terrace



Neighborhood Zoning Map
City of Portland





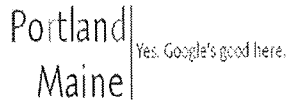
Rising Tide Brewing Company **Live Music Decibel Reading Log 2020**

Max reading of 60 decibels between the hours of 7am and 10pm.
 Max reading of 55 decibels between the hours of 10pm and 7am.

Date: _____

Band: _____

Hour	Actual Time of Reading	Reading #1 at Property Line	Reading #1 at Franklin Field	Within Compliance? Y or N	Reading #2 at Property Line (if needed)	Reading #2 at Franklin Field (if needed)	Readings performed by: (Initials)
1:00 PM							
2:00 PM							
3:00 PM							
4:00 PM							



Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Re: Rising Tide

Glen McGary <glenm@portlandmaine.gov>

Fri, Mar 27, 2020 at 12:18 PM

To: Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Cc: Kevin Schneck <kschneck@portlandmaine.gov>

Police Department Approves

On Fri, Mar 27, 2020 at 10:52 AM Jessica Hanscombe <jhanscombe@portlandmaine.gov> wrote:

Good Morning

Please see the attached application for a Combined Entertainment license. I have no idea when this will make it to council. Please advise. Jessica

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

--

Lieutenant Glen McGary
Portland Police Department
109 Middle Street
Portland, Maine 04101
Office (207) 756-8294
Fax (207) 874-8580

City of Portland

Sound Mitigation Review

Date: 6/10/2020

Business Rising Tide Brewing Co.

Applicant Nathan Sanborn

DESCRIPTION		yes	no
Sound system appropriate for the size venue		Yes	
Performance space located in an appropriate location		Yes	
Performance space facing in an appropriate direction to control sound		Yes	
Surrounding surfaces appropriate to control sound		Yes	
Additional sound absorbing features		seating benches	
additional notes			
Approved		Yes	
DIRECT ALL INQUIRIES TO:			
Kevin Schneck			
(207) 756-8433			
kschneck@portlandmaine.gov			



CITY OF PORTLAND
Permitting and Inspections Department

June 13, 2020

Rising Tide Co LLC
103 Fox Street
Portland ME 04101

Re: Rising Tide Brewing Co LLC dba Rising Tide Brewing Company. Application for a Combined Entertainment License at 103 Fox Street.

Dear Nathan Sanborn

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday July 13, 2020 at 4:00 p.m.**, for the review of application for a Combined Entertainment License at 103 Fox Street. The meeting will take place in Council Chambers on the 2nd floor of City Hall, 389 Congress Street, Portland, ME 04101.

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

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

Sincerely,

Jessica Hanscombe
Licensing and Housing Safety Manager

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on July 13, 2020 at 4:00 P.M., in City Council Chambers, 389 Congress St., Rising Tide Brewing Co LLC dba Rising Tide Brewing Company. Application for a Combined Entertainment License at 103 Fox Street. Sponsored by Jon P. Jennings, City Manager.

KATE SNYDER (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
TAE Y. CHONG (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

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

ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:

**Rising Tide Brewing Co LLC dba Rising Tide Brewing Company. Application for a
Combined Entertainment License at 103 Fox Street.**

MEMORANDUM
City Council Agenda Item

FROM:

DATE: June 16, 2020

SUBJECT: Order 4-20/21 Granting Municipal Officers' Approval of Pulido Enterprises, Inc. dba Portland Lobster Company. Application for a Combined Entertainment License at 184 Commercial Street - Sponsored by Jon P. Jennings, City Manager

SPONSOR:

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

Pulido Enterprises, Inc. dba Portland Lobster Company. Application for a Combined Entertainment License at 184 Commercial Street.

Application was filed on 5/19/2020. Applicant currently holds a Class III & IV FSE license with Entertainment with Dance. Chapter 4 Sec 4-53 (2) requires a public hearing for all initial applications for a Combined Entertainment License.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

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

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Portland Lobster Co
2. 20200616103639611

Prepared by:

Date: 6/16/2020

KATE SNYDER (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
TAE Y. CHONG (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

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

ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:

**Pulido Enterprises Inc. dba Portland Lobster Company. Application for a Combined
Entertainment License at 184 Commercial Street.**



CITY OF PORTLAND
Permitting and Inspections Department
Renewal Application for an Entertainment License

Must Include:

- ☐ 8 1/2" x 11" diagram showing layout of the premises to include dimensions, locations of dancing, seating, toilet rooms and means of egress.
- ☐ Sound Mitigation Plan (**not required if renewal application for indoor only entertainment)
 - ☐ Prepared and Certified by a Professional Sound Engineer
 - ☐ Details of methods used to minimize the impact on entertainment on the surrounding uses
 - ☐ Speaker Locations and directions
 - ☐ Sound System details and controls
 - ☐ Stage and site layout and direction
 - ☐ Noise cancelling or mitigating measures proposed
 - ☐ Anticipated Sound readings
 - ☐ Indoors Entertainment-8 feet from any outer wall
 - ☐ Outdoor/Combined Entertainment-Property line and closest residence
 - ☐ On-Site monitor when attendees are expected to exceed 250

Business Information	PULIDO ENTERPRISES, INC		
Business Name (d/b/a):	PORTLAND LOBSTER COMPANY	Phone:	207-775-2112
Location Address:	180-184 Commercial Street, Portland, ME	Zip:	04101 04102
Owner Name:	DAVID PULIDO	Phone:	978-886-4263(c)
Owner Email:	Davidwayne5280@yahoo.com		
Contact Person responsible for Entertainment:	DAVID PULIDO	Phone:	978-8864263(c)
Contact Person Email:	davidwayne5280@yahoo.com		
Manager of Establishment:	ETHAN MORGAN (GM)	Phone:	207-899-5886(c)
Manager Email:	jaufny@gmail.com		

About Your Establishment

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

Seasonal seafood restaurant with lightly amplified music on our outdoor deck.

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above license and further agrees that any misstatement of material fact may result in refusal of license or revocation, if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

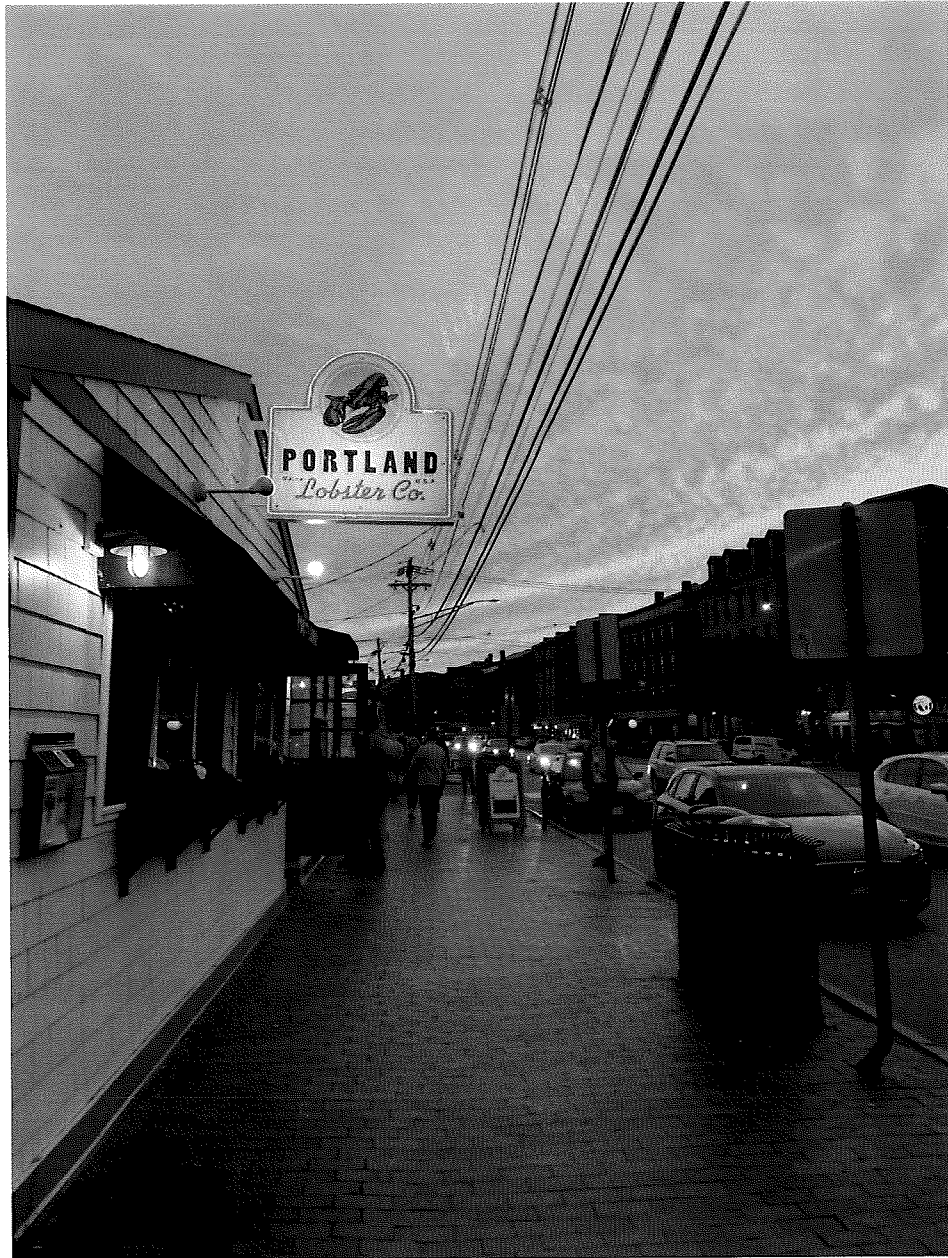
Signature David Pulido Title Pres. Date 5/12/20

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

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

bl@portlandmaine.gov • www.portlandmaine.gov

PORTLAND LOBSTER COMPANY



2020 Sound Mitigation Plan

Prepared for: Portland Lobster Company, Owner: David Pulido

Prepared by: Pete Morse, Red Vault Audio

May 12, 2020

Objective + Goal:

This plan presents an overview of measures to be taken to reduce sound transmission between Portland Lobster Company's property line and the surrounding businesses and residences. It will give a brief overview of the steps that are to be taken to control and significantly reduce sound transmission. These preventative measures will keep sound pressure levels no more than 85dB for mid-wave and low-range frequencies standing 8ft away from the perimeter of the businesses grounds. Some of the work detailed in this Plan is now being commenced and all work detailed in this Plan will be completed on or before June 1, 2020.

Solution:

There will be 4 specific measures taken to help control loudness levels at PLC. The methodology implemented will include the following steps:

- 1) Constructing sound barriers to contain noise;
- 2) Building absorption based sound traps to control frequencies and minimize excess vibration from instruments and speakers;
- 3) Implementation of guidelines for effective positioning of instruments with light amplification to direct sound waves away from adjacent properties; and
- 4) Investing in an SPL meter that displays loudness and continually shows visual confirmation of real-time SPL levels to all performers.

Implementation:

Constructing Sound Barriers To Contain and Reflect Noise

First, a sound barrier will be constructed on the west wall of the premises along the Chandlers Wharf small parking lot immediately adjacent to the Portland Lobster Company. The 2-sided lattice wall extends from the beginning of the stage area and separates the Portland Lobster Company from the parking lot. That wall continues with one right-hand 90-degree turn, down the wharf for 34 ½ feet. The wall then turns at a 90-degree angle (left-hand turn) for 10 feet. Both walls are eight feet in height. Currently the walls are made of 2-sided open lattice and a thin layer of wood. A sound barrier of 3/4" plywood will be added to all those above-mentioned walls spanning their entire length and height of the fence. Any open seam will be sealed with

acoustic caulk eliminating gaps in this barrier. This will essentially cut down sound levels from bleeding outside that west parking lot wall especially towards the residential condos at the far end of Chandler's Wharf. Additionally, the walls will reflect sound thereby dissipating it by directing it out towards the more open and expansive Dimillos' parking lot, which is much farther away from residential and commercial buildings.

Building Absorption Based Sound Traps to Control Frequencies and Minimize Excess Vibration from Instruments and Speakers

Secondly, the stage area will be treated with absorption material to create acoustic traps that will be able to be effectively dampen sound down to @ 200Hz. Underneath the stage area, select floorboards will be pulled up and 12" Roxul Mineral Wool blanket insulation will be placed in the open spaces between floor joists. Following that, those open spaces will be then packed with fiberglass insulation sheets, and then the floorboards reapplied. On top of these boards where the stage is would be a thick rug pad and rug, which would give an inch of additional absorptive material. These absorption techniques will minimize vibrations and early reflections ultimately giving a more controlled dampened sound from the stage.

Implementation of Guidelines for Effective Positioning of Instruments with Light Amplification

Third, a general stage plot would advise all bands and/or musicians with guidelines for the directionality of their low wattage amplified speakers. This pertains to guitar and bass amps and all Personal Amplification speakers. Angled speakers will divert sound waves in a specific direction away from adjacent properties. Furthermore, the addition of a barrier on the south wall will angle reflections away from adjacent Properties. By having a dedicated stage plot, it will help to keep sound levels consistent night after night for every performance.

Sound System Details and Controls

Sound systems will be provided by each band and/or musician however, all supplied sound systems used at Portland Lobster Company will be low noise amplifiers with simple controls and modest speaker size. All speaker systems will consist of 2 satellite speakers for the PA

with no dedicated Subwoofers to keep noise omnidirectional bass frequencies manageable as well as individual instrument amplification. As with any live performance, the SPL meter will guide the musicians on what is acceptable for sound levels permitted by City sound regulations.

Investing in an SPL Meter that Displays Loudness and Continually Shows Visual Confirmation of Real-Time SPL Levels to All Performers and Staff

Lastly, a dedicated Sound Pressure Level Unit with an overhead lighted display will be installed at the front top of the small stage to ensure all sound volume levels are continually monitor by all performers to maintain permissible sound levels as prescribed by the City of Portland's noise ordinance rules. The specific model purchased will have several features to help keep all sound levels in check. Additionally, this unit will notify the band in real time when any sound level approaches the top range of the permissible volume level, which means, the meter will blink yellow when approaching 10dB of the upward limit of the noise ordinance rule.

Anticipated Sound Readings

With the preventative measures taken that are set forth above, sound levels from the Portland Lobster Company will be reduced to all surrounding businesses and residential complexes, of at least -10dB for all live music when compared to previous operating seasons. Reflective barriers, sound absorption techniques, directionality of loudspeakers and consistent regulation of volume levels from all performances will insure that the Portland Lobster Company remains compliant with the City of Portland's sound ordinances.

DIAGRAMS attached at the end of this Plan

- (a) Diagram Showing Layout of Premises, including dimensions, seating, toilet rooms and means of egress.
- (b) Stage and Site Layout and Direction with Speaker Locations and directions.

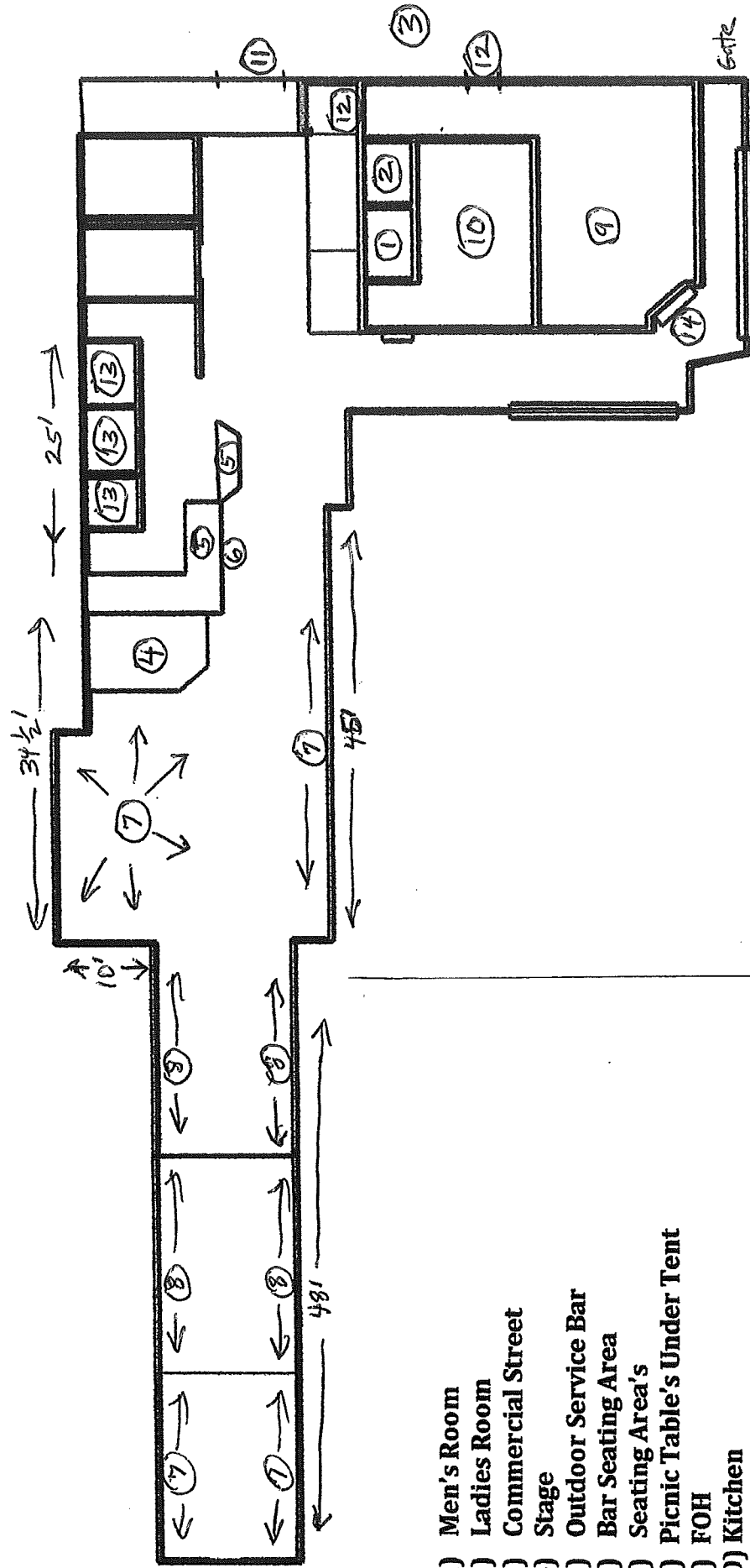
PETE MORSE (Professional Sound Engineer)

Pete Morse is the owner and engineer of Red Vault Audio located in South Portland. He has operated his business for over 15 years and specializes in audio production and enhancement for bands and businesses. He graduated from Skidmore College with a degree in music technology, performance and composition and has extensive knowledge of acoustics and critical audio analysis. Pete also has built multiple studios throughout his career with firsthand accounts of sound construction and acoustic implementation.

In 2016, Pete built his current studio with renown New England acoustician Lou Clark of Sonic Space and Audire Design implementing extensive sound isolation and treatment. The project was a challenging one due to the fact that the building resides 20 feet from Rt. 77 in South Portland. Sound levels can be as loud as 100 decibels. Once plans were finalized he completed all the acoustic treatment himself. The result is a state of the art post production mastering studio with excellent sound isolation while the interior exhibits exceptional acoustic control.

The website for Pete's audio business is www.redvaultaudio.com to learn more.

Portland Lobster Company
180-184 Commercial Street
Portland, ME 04101



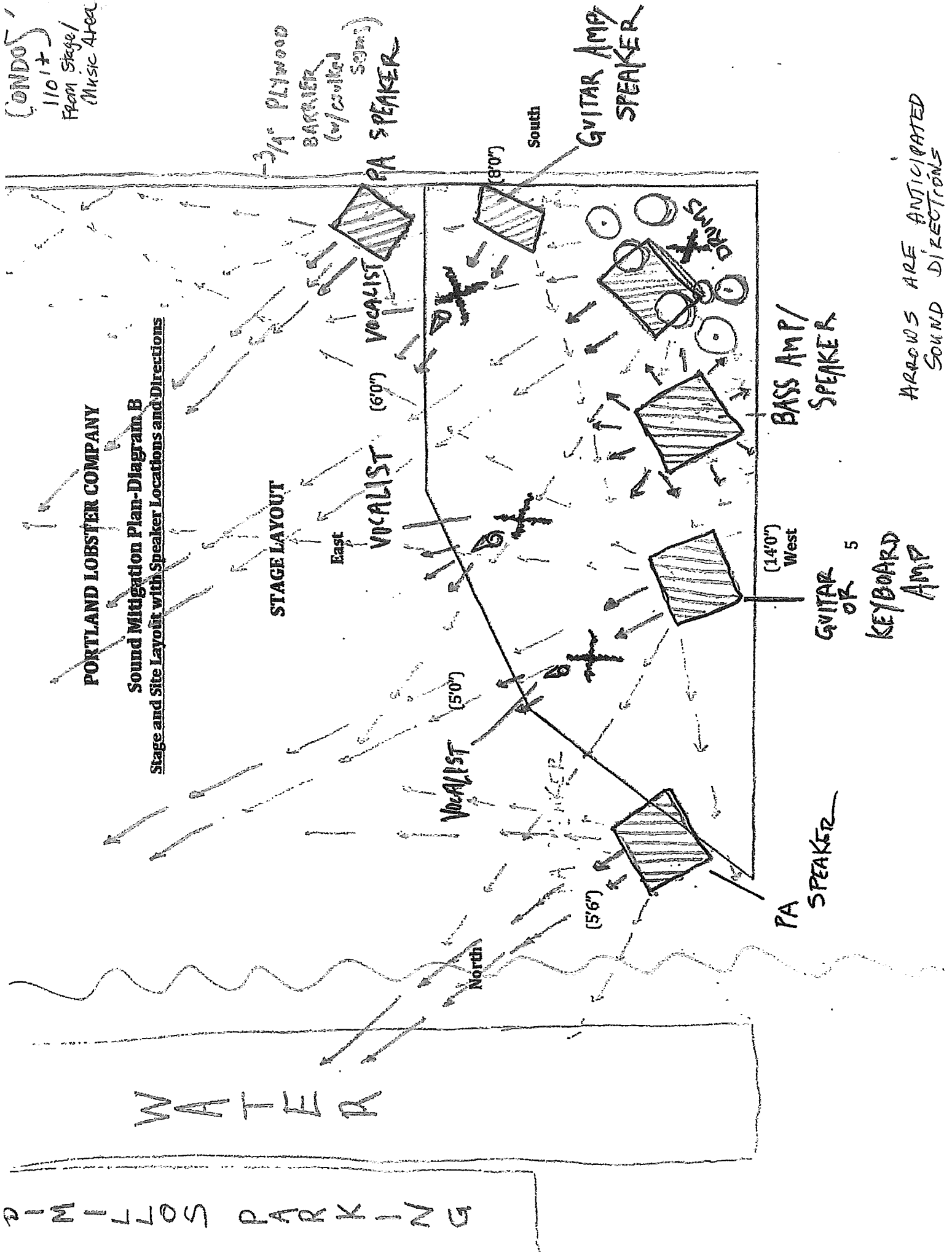
- 1) Men's Room
- 2) Ladies Room
- 3) Commercial Street
- 4) Stage
- 5) Outdoor Service Bar
- 6) Bar Seating Area
- 7) Seating Area's
- 8) Picnic Table's Under Tent
- 9) FOH
- 10) Kitchen
- 11) Outside Commercial Street Entrance/Exit
- 12) Inside Commercial Street Entrance Exit
- 13) Walk-In Coolers
- 14) FOH /Outdoor Entrance/Exit

(CONDOS)
110' +
From Stage/
Music Area

PORTLAND LOBSTER COMPANY

Sound Mitigation Plan-Diagram B

Stage and Site Layout with Speaker Locations and Directions



ARROWS ARE ANTICIPATED
SOUND DIRECTIONS

City of Portland

Sound Mitigation Review

Date: 6/10/2020

Business Portland Lobster Co

Applicant David Pulido

DESCRIPTION		yes	no
Sound system appropriate for the size venue		Yes	
Performance space located in an appropriate location		Yes	
Performance space facing in an appropriate direction to control sound		Yes	
Surrounding surfaces appropriate to control sound		Yes	
Additional sound absorbing features		Sound absorbing fill in fence	
additional notes		Decibel meter visable from stage	
Approved		Yes	
DIRECT ALL INQUIRIES TO:			
Kevin Schneck			
(207) 756-8433			
kschneck@portlandmaine.gov			



CITY OF PORTLAND
Permitting and Inspections Department

June 16, 2020

Pulido Enterprises Inc
184 Commercial Street
Portland ME 04101

Re: Pulido Enterprises Inc. dba Portland Lobster Company. Application for a Combined Entertainment License at 184 Commercial Street.

Dear David Pulido

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday July 13, 2020 at 4:00 p.m.**, for the review of application for a Combined Entertainment License at 184 Commercial Street. The meeting will take place in Council Chambers on the 2nd floor of City Hall, 389 Congress Street, Portland, ME 04101.

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

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

Sincerely,

Jessica Hanscombe
Licensing and Housing Safety Manager

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on July 13, 2020 at 4:00 P.M., in City Council Chambers, 389 Congress St., Pulido Enterprises Inc. dba Portland Lobster Company. Application for a Combined Entertainment License at 184 Commercial Street. Sponsored by Jon P. Jennings, City Manager.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: June 17, 2020

SUBJECT: Order 5-20/21 Granting Municipal Officers' Approval of Falafel Mafia dba Nura. Application for a Class III & IV FSE with Outdoor Dining on Public Property at 1 Monument Way - Sponsored by Jon P. Jennings, City Manager

SPONSOR:

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

Falafel Mafia dba Nura. Application for a Class III & IV FSE with Outdoor Dining on Public Property at 1 Monument Way.

Application was filed on 6/16/2020. New City and State applications. Location was previously Foleys Bakery.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

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

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Nura
2. 20200617125332490

Prepared by:

Date: 6/17/2020

KATE SNYDER (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
TAE Y. CHONG (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

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

ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:

**Falafel Mafia dba Nura. Application for a Class III & IV FSE with Outdoor Dining on
Public Property at 1 Monument Way.**

Mayor Snyder
Members of Portland City Council
Portland City Hall
389 Congress Street

This is a letter of intent from Dylan and Cameron Gardner, owners of Falafel Mafia (DBA Nura Falafel and Hummus Bar), a Middle Eastern Bakery and Falafel Shop to obtain a Class III, IV Liquor License for Maltous and Vinous Beverages featuring local Beer and Wine.

The Restaurant Nura Falafel and Hummus Bar is located at 1 Monument Way in Portland, ME, with a lease agreement with CF OMW LLC located at 42 Market St, Portland ME ending on November 30, 2024.

We greatly appreciate your time and look forward to many years of continued business here in Portland.

Sincerely,

Dylan Gardner and Cameron Gardner
1 Monument Way
Portland, ME 04101



CITY OF PORTLAND

Permitting and Inspections Department

Application for Food Service Establishment with Alcoholic Beverages License

Business Information	
Business Name (d/b/a):	Falafel Mafia DBA Nura Portland Phone: 536-0065
Location Address:	1 Monument Way #1 Portland, ME Zip: 04101
If new, what was formerly at this location:	Foley's Bakery
Mailing Address:	PO Box 5287 Portland, ME Zip: 04101
Contact Person:	Dylan Gardner Phone: 207-468-1043
Contact Person Email:	Info@falafelmafia.com
Manager of Establishment:	Dylan Gardner Date of Birth: 2/16/1991 Phone: 207-468-1043
Owner of Premises (Landlord):	CF, OMW LLC
Address of Premises Owner:	42 Market St, Portland, ME Zip: 04101

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

Name of Owner(s)	Date of Birth	Residence Address

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

Corporate Name		Corporate Mailing Address	
Falafel Mafia		PO Box 5287 Portland, ME Zip: 04101	
Contact Person:	Dylan Gardner	Phone:	207-468-1043
Principal Officers	Title	Date of Birth	Residence Address
Dylan Gardner	President	02/16/1991	133 Emery St #2 Portland, ME 04101
Cameron Gardner	Vice President	09/12/1988	60 Mechanic St. Westbrook, ME 04092
Class of Liquor License: III + IV			



CITY OF PORTLAND
Permitting and Inspections Department

Type of food served:	Falafel / Hummus Bowls / Pastries	
Please circle all that will be served:	☒ Beer ☒ Wine ☐ Liquor	
Projected percentage of sales:	Generated from Food: 75%	Generated from Alcohol: 25%
Hours & days of operation:	Wed - Sun 12 PM - 8 PM	
QUESTIONS		
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?	Y/N ☒ Y ☐ N	
If No, please explain:		
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	Y/N ☐ Y ☒ N	
If yes, give the distance:		
Will you have entertainment on the premises? (If yes, a Supplemental Application for Entertainment is required.)	Y/N ☐ Y ☒ N	
Will you permit dancing after 1:00 a.m.?	Y/N ☐ Y ☒ N	
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	Y/N ☒ Y ☐ N	
If yes, will the outside dining be on <u>PUBLIC</u> or PRIVATE property (circle one).		
Will you have any amusement devices (pinball, video games, juke box)?	Y/N ☐ Y ☒ N	
If yes, please list: # of pinball machines: _____ # of amusements: _____ # of pool tables: _____		
What is your targeted opening date? We are currently open Hiring for Beer/wine 8/1/20		
Does the issuance of this license directly or indirectly benefit any City employee(s)?	Y/N ☐ Y ☒ N	
If Yes, list name(s) of employee(s) and department(s):		
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?	Y/N ☒ Y ☐ N	
If Yes, please list business name(s) and location(s): Falafel Mafia / Nura 1 monument way, etc		
Is any principal officer under the age of 21?	Y/N ☐ Y ☒ N	
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	Y/N ☒ Y ☐ N	
If Yes, please explain:		

I Dylan Borsu do hereby swear and affirm that every employee in my establishment that serves alcohol to the public has attended server training, or will attend server training within 90 days of their hire. I also understand that at any time the City license administrator can, upon request, require me to produce Server Training certificates for each employee that serves alcohol to the public in my establishment. Failure to meet the training requirement imposed by section 15-41 may result in the denial of a liquor license pursuant to 28-A M.R.S.A. § 653 (2) (G).

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above licensee and further agrees that any misstatement of material fact may result in refusal of license or revocation if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto. I/We, hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. I/We, hereby waive any rights to privacy with respect thereto.

Signature Dylan Borsu Title President Date 6/11/2020



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

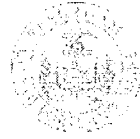
License accompanies a City of Portland Food Service Establishment or Food Service Establishment with Liquor License
Valid April 1-November 15

- ☒ Legal Advertisement Deposit \$100.00
- ☒ Outdoor Dining on Public Property \$84.00 plus \$2.00 per Square foot $\$2.00 \times 240 \text{ SF} = 480$
- ☐ Outdoor Dining on Public Property in a City Park \$84.00 plus \$6.30 per Square foot $\$6.30 \times \text{SF} = \text{_____}$

Business Information	
Business Name (d/b/a):	<i>Falafel Mafia (Nura)</i> Phone: <i>207.468.1043</i>
Location Address:	<i>1 Monument Way #1 Portland</i> Zip: <i>04101</i>
Mailing Address:	<i>PO Box 5287, Portland, ME</i> Zip: <i>04101</i>
Contact Person:	<i>Dylan Gardner</i> Phone: <i>207.468.1043</i>
Contact Person Email:	<i>Info @ falafelmafia.com</i>
Manager of Establishment:	<i>Dylan Gardner</i> Date of Birth: <i>2/16/1991</i> Phone: <i>207.468.1043</i>
Owner of Premises (Landlord):	<i>CF, OMW LLC</i>
Address of Premises Owner:	<i>42 Market St, Portland, ME</i> Zip: <i>04101</i>

Owner Information

Corporate Name		Corporate Mailing Address	
<i>Falafel Mafia</i>		<i>PO Box 5287 Portland ME</i>	Zip: <i>04101</i>
Contact Person:	<i>Dylan Gardner</i>	Phone:	<i>207 468.1043</i>
Principal Officers	Title	Date of Birth	Residence Address
<i>Dylan Gardner</i>	<i>President</i>	<i>2/16/1991</i>	<i>133 E. Merri St Portland, ME 04101</i>
<i>Cameron Gardner</i>	<i>Vice President</i>	<i>9/12/1988</i>	<i>60 Mechanic St Westbrook, ME</i>

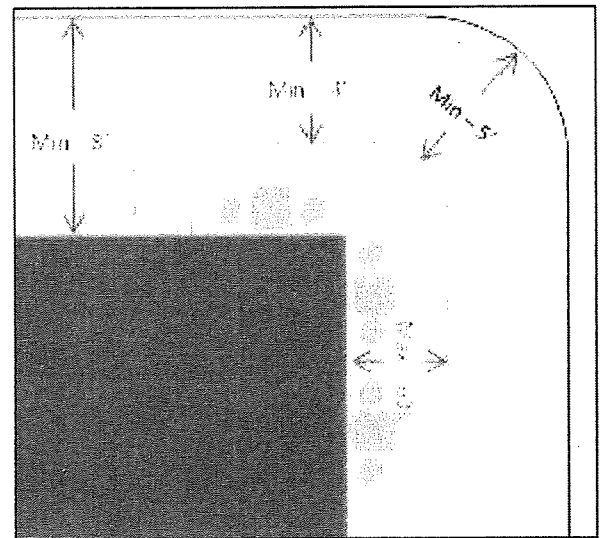


CITY OF PORTLAND
Permitting and Inspections Department

Class of License:	FSE with food prep
Type of food served:	Falafel Pockets and Baked Goods
Please circle all that will be served:	Beer Wine Liquor
Hours & days of operation:	Mon-Sun 12-8
Number of Tables	6
Number of Chairs	24

Design and Construction

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

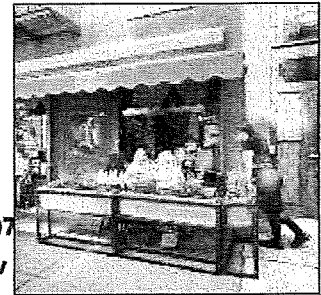
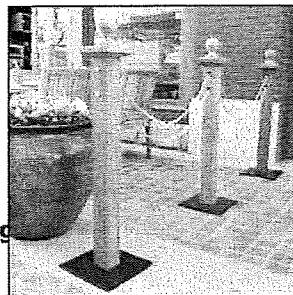


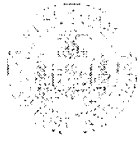
- Outdoor dining area shall not exceed 60% of the sidewalk width.
- A continuous, unobstructed sidewalk passage of 4 feet from the outer boundary of the seating area to the curb must be maintained. If the passage is not straight due to existing obstacles, then additional width may be required. Any changes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

Barriers

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

Example barrier types that meet regulation





CITY OF PORTLAND
Permitting and Inspections Department
Maintenance and Operations

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

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

Signature *Dale* Title President Date 6/15/2015

For Administrative Use Only

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

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

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

PRESENT LICENSE EXPIRES: _____

NEW application: ☒ Yes ☐ No

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

Requested inspection (New Licensees/ Ownership Changes Only) Date: ~~01/15/2020~~ 7/15/2020 Business hours: Mon-Sun 11-8

INDICATE TYPE OF PRIVILEGE: ☒ MALT ☒ VINOUS ☐ SPIRITUOUS

INDICATE TYPE OF LICENSE:

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

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

Corporation Name: FALAFEL MAFIA			Business Name (D/B/A) NURA		
APPLICANT(S) --(Sole Proprietor) DOB:			Physical Location: 1 Monument Way #1		
DOB:			City/Town Portland	State ME	Zip Code 04101
Address PO Box 5287			Mailing Address PO Box 5287		
City/Town Portland			Same As Above? ☐		
State ME			City/Town Portland	State ME	Zip Code 04101
Zip Code 04101			Business Telephone Number 207-536-0065		
Telephone Number 207-468-1043			Fax Number		
Fax Number			Seller Certificate #: or Sales Tax #: 1198373		
Federal I.D. # 83-3546968			Website: Nuraportland.com		
Email Address: Info@falafelmafia.com					

- If premise is a Hotel or Bed & Breakfast, indicate number of rooms available for transient guests: _____
- State amount of gross income from period of last license:
ROOMS \$ _____ FOOD \$ **351,061.00** LIQUOR \$ _____
- Is applicant a corporation, limited liability company or limited partnership? YES ☒ NO ☐
If Yes, please complete the Corporate information required for Business Entities who are licensees
- Do you permit dancing or entertainment on the licensed premises? YES ☐ NO ☒

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

License # _____ Name of Business _____

Physical Location _____

City / Town _____

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

7. Business records are located at: 133 Emery St #3 Portland, ME 04101

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

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

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

Full Name (Please Print)	DOB	Place of Birth
Dylan R Gardner	2/16/1991	Providence, RI
Cameron L Gardner	9/12/1988	Woonsocket, RI
11. Residence address on all of the above for previous 5 years (Limit answer to city & state)		
Name: Cameron Gardner	City: <u>Westbrook</u> <u>Portsmouth, Scarborough, Kingfield</u>	State: <u>ME</u>
Name: Dylan Gardner	City: <u>Portland, ME</u> <u>04101, 04102</u>	State: <u>ME</u>
Name: _____	City: _____	State: _____

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

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

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

Yes ☐ No ☒ If Yes, give name: _____

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

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

42 Market St Portland, ME 04101

16. Describe in detail the premises to be licensed: (On Premise Diagram Required) Falafel Sandwich Shop/Baker;
That specializes in Baklava with 29 Sents in Portland, ME.

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

YES ☒ NO ☐ Applied for: _____

18. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 528 Ft

Which of the above is nearest? First Parish Portland Unitarian Church

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

If YES, give details: _____

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

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

Dated at: Portland, ME on June 15, 20 20
Town/City, State Date

PLEASE SIGN IN BLUE INK

[Signature]
Signature of Applicant or Corporate Officer(s)
Dylan Gardner
Print Name

1
Signature of Applicant or Corporate Officer(s)

Print Name

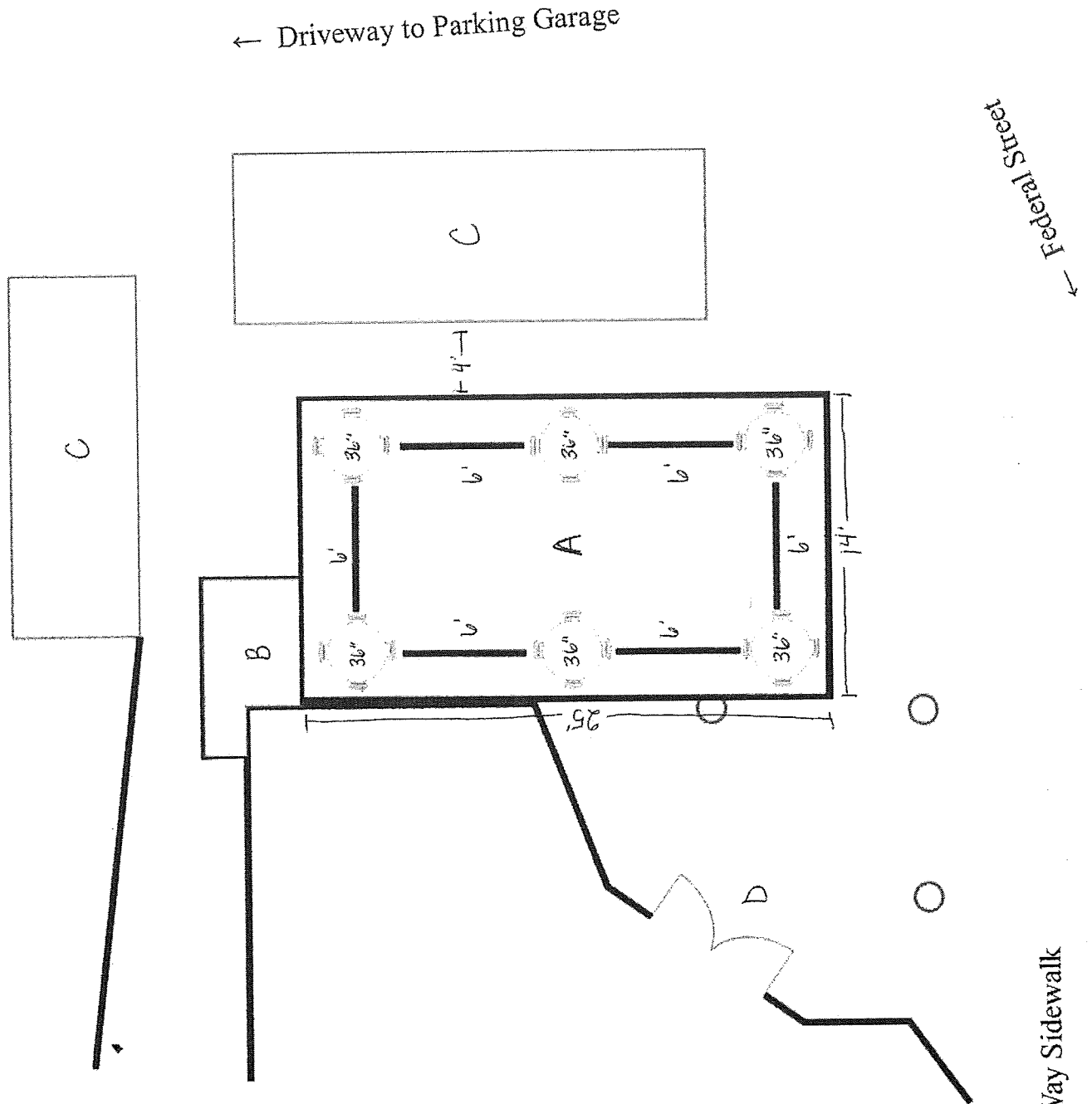
FEE SCHEDULE

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

Nura Hummus & Falafel Bar

1 Monument Way, Portland, ME
04101

- A: Desired Outdoor Seating Area
- B: Building Owned Garden Space
- C: City Owned Garden Space
- D: Building Entrance

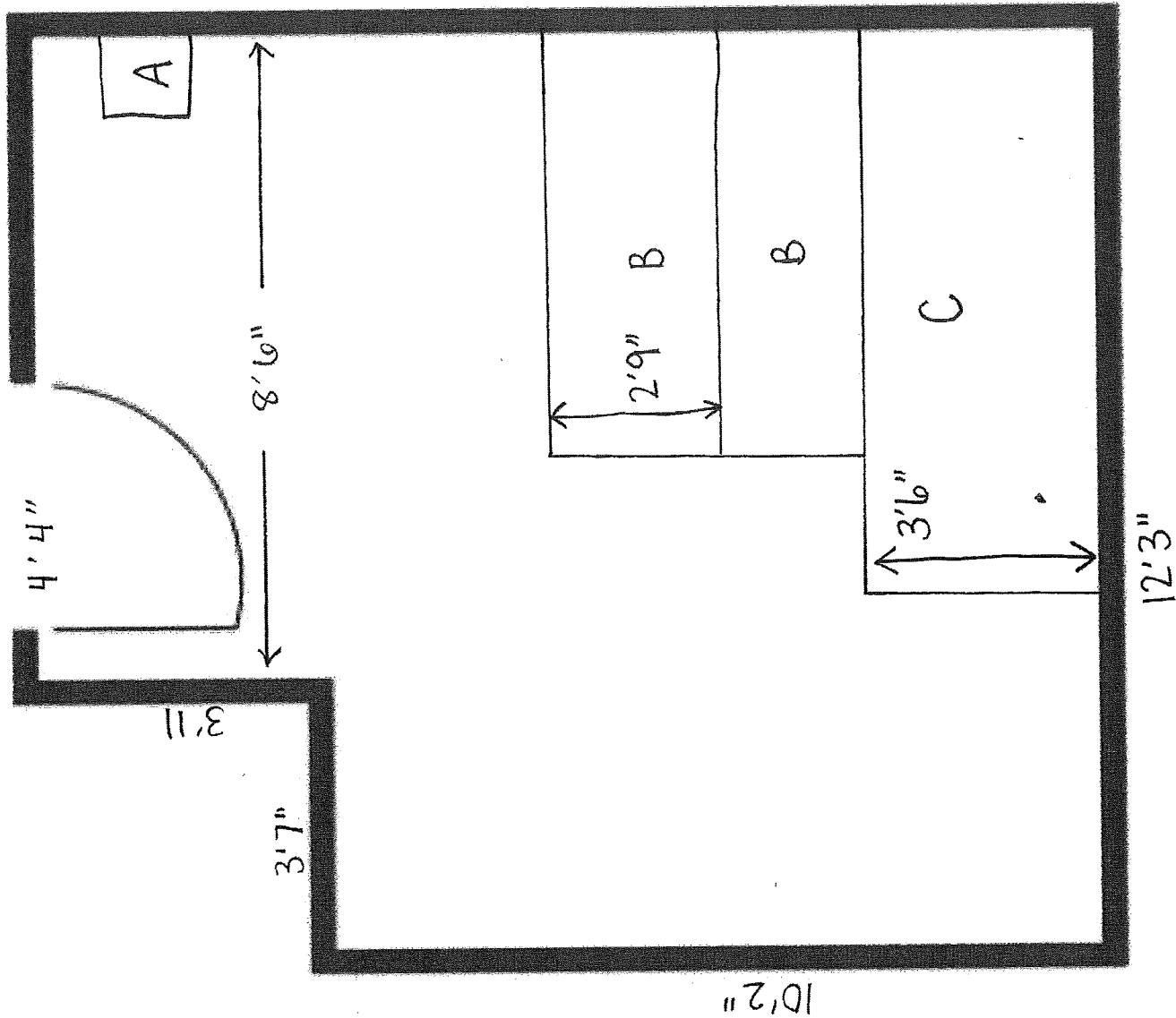


Nura Hummus & Falafel Bar

1 Monument Way, Portland, ME 04101

- A: Hand Sink
- B: Toilet Stalls
- C: Handicap Toilet Stall

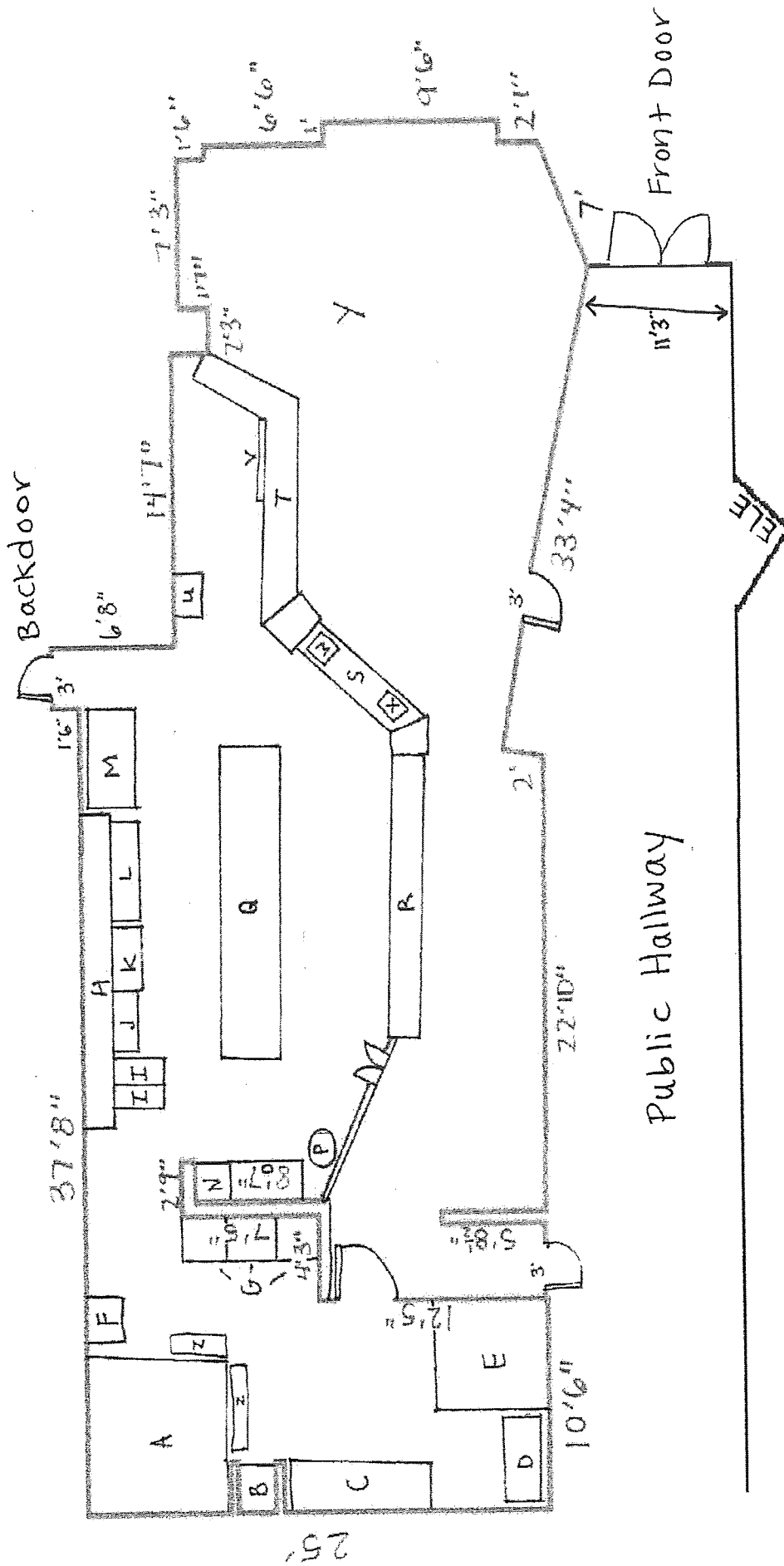
Bathroom



Nura: Bathroom

Nura Hummus & Falafel Bar

1 Monument Way, Portland, ME 04101



Y: Dining Room (6 Tables: Seating Capacity: 29)

Z: Dish Drying Racks

ELE: Elevator

S: Order Counter

T: Bar Counter

U: Hand Sink

V: Beer Fridge (48")

W: Pastry Display

X: Beverage Display

M: Prep Table

N: Food Sink

O: Prep Table

P: Mixer

Q: Food Prep w/ Reach In Fridge

R: Pick Up Counter

G: 3 Basin Dish Sink

H: Hood Vent

I: Fryolators

J: Prep Table

K: Griddle

L: Stove/Oven

A: Walk In Freezer

B: Mop Sink

C: Prep Table

D: Desk

E: Walk In Refrigerator

F: Hand Sink

Nura: Indoor Floor Plan



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

Corporate Information Required for
Business Entities Who Are Licensees

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

Please clearly complete this form in its entirety.

- Exact legal name: FALAFEL MAFIA
- Doing Business As, if any: Nura Portland
- Date of filing with Secretary of State: 2/19/2019 State in which you are formed: ME
- If not a Maine business entity, date on which you were authorized to transact business in the State of Maine: _____
- List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attach additional sheets as needed)

NAME	ADDRESS (5 YEARS)	Date of Birth	TITLE	Ownership %
Dylan Gardner	Portland, ME 04101, 04102	2/16/1981	President	50%
Cameron Gardner	Yarmouth Scarborough Kingfield Westbrook	9/12/1988	Vice President	50%

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

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

7. Has any principal person involved in the entity ever been convicted of any violation of the law, other than minor traffic violations, in the United States? ☐ Yes ☒ No

8. If Yes to Question 7, please complete the following: (attached additional sheets as needed)

Name: _____

Date of Conviction: _____

Offense: _____

Location of Conviction: _____

Disposition: _____

Signature:

PLEASE SIGN IN BLUE INK


Signature of Owner or Corporate Officer

6/11/2020
Date

Dylan Gardner
Print Name of Owner or Corporate Officer

Submit Completed Forms to:

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

Nura Menu

Falafel Sandwiches & Salads

Falafel Pocket \$10.5 | V Falafel/
hummus/ cucumber/ cabbage/ tahini
sauce

Cauliflower Shawarma \$10.5 | V
Fried cauliflower/ hummus/ cabbage/
pickled onion/ amba/ tahini sauce

Falafel Salad \$10.5 | V, GF Falafel/
hummus/ dressed greens/ cucumber/
pickled onion/ pickles/ tahini sauce

Falafel Platter w/ Pita \$15.25 | V
Falafel/ hummus/ cucumber/ dressed
greens/ tabouli salad/ pita bread/
tahini sauce

Classic Hummus Bowl \$10.25 | V
Hummus/ Falafel/ Pita Bread/
Cucumber/ Pickled Onion

Baked Goods & Pastries

Pistachio Baklava \$4.5 | Baklava
with Pistachios

Vegan Baklava \$4.5 | V Vegan
Baklava with Walnuts

Za'atar Pita \$2 | Warm Pita with
Za'atar Seasoning and Olive Oil

Herbed Focaccia \$4 |

Tahini Brownies \$4 |

Chocolate Chip Cookies \$4 |

Beer and Wine

Allagash White 16oz Can \$6

Goodfire Prime 16oz Can \$6

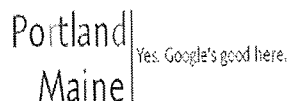
Fore River Prebble 16oz Can \$6

Battery Steel Flume 16oz Can \$6

Foundation Vivid 16oz Can \$6

Eighteen Twenty Victoria
4oz Glass \$9

Truly Seltzer 12oz Can \$5



Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Re: Nura**Glen McGary** <glenm@portlandmaine.gov>

Wed, Jun 17, 2020 at 12:43 PM

To: Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Cc: Aaron Bridges <bridgesa@portlandmaine.gov>, Benjamin Pearson <bnp@portlandmaine.gov>, Chris Beaumont <cbeaumont@portlandmaine.gov>, Dan Hondo <danh@portlandmaine.gov>, Danielle Buck <dbuck@portlandmaine.gov>, David Nichols <nicholsd@portlandmaine.gov>, David Petrucci <petruccid@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, James Sweatt <jjs@portlandmaine.gov>, Jason Grant <jgrant@portlandmaine.gov>, Kathryn Barnes <kbarnes@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Stephen Marcotte <smarcotte@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>, Zoning <zoning@portlandmaine.gov>

PPD Approves

On Wed, Jun 17, 2020 at 9:02 AM Jessica Hanscombe <jhanscombe@portlandmaine.gov> wrote:

Good Morning

Please see the attached application for a Class III & IV with Outdoor Dining at 1 Monument Way. This will go before council on 7/13. Please advise. Jessica

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

--
Lieutenant Glen McGary
Portland Police Department
109 Middle Street
Portland, Maine 04101
Office (207) 756-8294
Fax (207) 874-8580



JESSICA HANSCOMBE
389 CONGRESS STREET
PORTLAND, ME 04101

Transaction Response #: MIQ99E384674

Inquiries Name(s) DYLAN GARDNER (1991-02-16)

<https://www5.informe.org/cgi-bin/online/pcr/getrecord.pl?e=bl@portlandmaine.gov&f=MIQ99E384674&i=4273331>



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

JESSICA HANSCOMBE
389 CONGRESS STREET
PORTLAND, ME 04101

Transaction Response #: MIQ99E384676

Criminal History Record

Introduction

This criminal history record was produced in response to the following request (Produced on 2020-06-17) :

Inquiries Name(s) CAMERON GARDNER (1988-09-12)

NO MATCH WAS FOUND FOR YOUR REQUEST.



CITY OF PORTLAND
Permitting and Inspections Department

June 17, 2020

Falafel Mafia
PO Box 5287
Portland ME 04101

Re: Falafel Mafia dba Nura. Application for a Class III & IV FSE with Outdoor Dining on Public Property at 1 Monument Way.

Dear Dylan Gardner

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday July 13, 2020 at 4:00 p.m.**, for the review of application for a Class III & IV FSE with Outdoor Dining on Public Property at 1 Monument Way. The meeting will take place virtually on that date. The agenda will include a link to the meeting, which will be posted the Friday prior to the meeting.

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

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

Sincerely,

Jessica Hanscombe
Licensing and Housing Safety Manager

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on July 13, 2020 at 4:00 P.M., virtually online, Falafel Mafia dba Nura. Application for a Class III & IV FSE with Outdoor Dining on Public Property at 1 Monument Way. Sponsored by Jon P. Jennings, City Manager.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: June 18, 2020

SUBJECT: **Order 6-20/21 Granting Municipal Officers' Approval of Custom House Mariner Fleet, LLC dba Casablanca Cruises. Application for a Combined Entertainment License at 18 Custom House Wharf - Sponsored by Jon P. Jennings, City Manager**

SPONSOR:

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

Custom House Mariner Fleet, LLC dba Casablanca Cruises. Application for a Combined Entertainment License at 18 Custom House Wharf.

Application was filed on 4/21/2020. Applicant currently holds a Class I FSE license with Entertainment with Dance. Chapter 4 Sec 4-53 (2) requires a public hearing for all initial applications for a Combined Entertainment License.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

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

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Casablanca
2. 20200618081149297

Prepared by:

Date: 6/18/2020

KATE SNYDER (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
TAE Y. CHONG (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

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

ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:

**Custom House Mariner Fleet dba Casablanca Cruises. Application for a Combined
Entertainment License at 18 Custom House Wharf.**



CITY OF PORTLAND
Permitting and Inspections Department
Renewal Application for an Entertainment License

Must Include:

- ☐ 8 1/2" x 11" diagram showing layout of the premises to include dimensions, locations of dancing, seating, toilet rooms and means of egress.
- ☐ Sound Mitigation Plan (**not required if renewal application for indoor only entertainment)
 - o Prepared and Certified by a Professional Sound Engineer
 - o Details of methods used to minimize the impact on entertainment on the surrounding uses
 - o Speaker Locations and directions
 - o Sound System details and controls
 - o Stage and site layout and direction
 - o Noise cancelling or mitigating measures proposed
 - o Anticipated Sound readings
 - Indoors Entertainment-8 feet from any outer wall
 - Outdoor/Combined Entertainment-Property line and closest residence
 - o On-Site monitor when attendees are expected to exceed 250

Business Information	
Business Name (d/b/a):	Casablanca Cruises
Location Address:	Custar House Wharf
Owner Name:	Kenneth N Macgowan
Owner Email:	chm@maine.vr.com
Contact Person responsible for Entertainment:	Beth Poitras
Contact Person Email:	beth@casablancamaine.com
Manager of Establishment:	Beth Poitras
Manager Email:	beth@casablancamaine.com

About Your Establishment

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

Charter Vessel for weddings, private charters.

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above license and further agrees that any misstatement of material fact may result in refusal of license or revocation, if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

Signature

Beth Poitras

Title

GM

Date

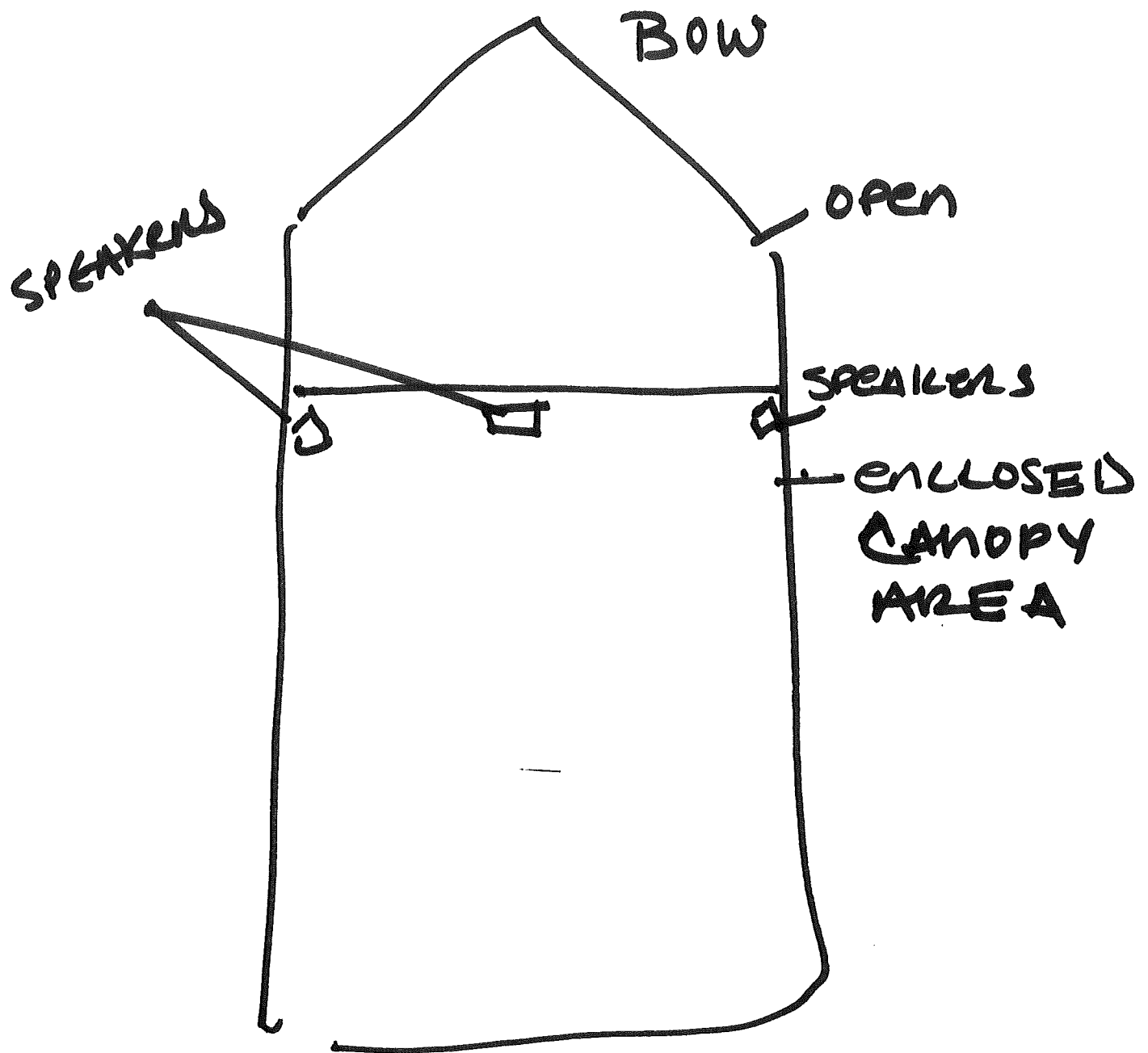
2/28/20

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

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

bl@portlandmaine.gov • www.portlandmaine.gov

CASABLANCA SOUND PLAN



CASABLANCA DOES NOT HAVE MUSIC AFTER 10PM.

ENTERTAINMENT POLICIES & PROCEDURES

We are now required by the city of Portland to have a sound mitigation plan in place. We are asking our scheduled entertainment to sign this policy and agree to the rules and regulations that we are required to follow per our liquor license.

Live Entertainment May Occur

Monday – Sunday

No Earlier than 11am and No Later than 10pm

Casablanca Cruises will be taking 2 readings during each charter at 2 designated spots and will record decibel levels at each spot. The level of sound, measured by a sound level meter with frequency weighting network (manufactured according to standards prescribed by the American National Standards Institute, Inc.), inherently and recurrently generated within the waterfront central zone shall not exceed seventy-five (75) decibels on the A scale at the boundaries of any lot, except for sound from construction activities, sound from traffic on public streets, sound from temporary activities such as festivals, and sound created as a result of, or relating to, an emergency, including sound from emergency warning signal devices.

We agree to these terms and regulations and will adjust accordingly if needed.

Entertainment

Name: _____
_____ Date: _____

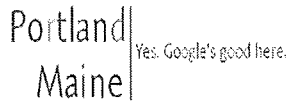
Entertainment Representative

Signature: _____
Date: _____

Casablanca Representative

Signature: _____
Date: _____

[illegible]



Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Re: Casablanca Cruises

Glen McGary <glenm@portlandmaine.gov>

Tue, Apr 21, 2020 at 4:44 PM

To: Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Cc: Kevin Schneck <kschneck@portlandmaine.gov>

PPD Approves

On Tue, Apr 21, 2020 at 9:50 AM Jessica Hanscombe <jhanscombe@portlandmaine.gov> wrote:

Good Morning

Please see the attached. This will go to council for approval in the future. Thanks Jess

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

--

Lieutenant Glen McGary
Portland Police Department
109 Middle Street
Portland, Maine 04101
Office (207) 756-8294
Fax (207) 874-8580

City of Portland

Sound Mitigation Review

Date: 6/17/2020

Business Casablanca Cruises

Applicant Beth Poitras

DESCRIPTION		yes	no
Sound system appropriate for the size venue		Yes	
Performance space located in an appropriate location		Yes	
Performance space facing in an appropriate direction to control sound		Yes	
Surrounding surfaces appropriate to control sound		Yes	
Additional sound absorbing features			
additional notes	Music ends at 10:00 pm		
Approved		Yes	
DIRECT ALL INQUIRIES TO:			
Kevin Schneck			
(207) 756-8433			
kschneck@portlandmaine.gov			



CITY OF PORTLAND
Permitting and Inspections Department

July 17, 2020

Custom House Mariner Fleet
18 Custom House Wharf
Portland ME 04101

Re: Custom House Mariner Fleet dba Casablanca Cruises. Application for a Combined Entertainment License at 18 Custom House Wharf.

Dear Beth Poitras

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday July 13, 2020 at 4:00 p.m.**, for the review of application for a Combined Entertainment License at 18 Custom House Wharf. The meeting will take place in Council Chambers on the 2nd floor of City Hall, 389 Congress Street, Portland, ME 04101.

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

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

Sincerely,

Jessica Hanscombe
Licensing and Housing Safety Manager

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on July 13, 2020 at 4:00 P.M., in City Council Chambers, 389 Congress St., Custom House Mariner Fleet dba Casablanca Cruises. Application for a Combined Entertainment License at 18 Custom House Wharf. Sponsored by Jon P. Jennings, City Manager.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: June 18, 2020

SUBJECT: Order 7-20/21 Granting Municipal Officers' Approval of Bowl Portland, LLC dba Bayside Bowl. Application for a Combined Entertainment License at 58 Alder Street - Sponsored by Jon P. Jennings, City Manager

SPONSOR:

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

Bowl Portland, LLC dba Bayside Bowl. Application for a Combined Entertainment License at 58 Alder Street.

Application was filed on 5/15/2020. Applicant currently holds a Class XI FSE license with Entertainment with Dance. Chapter 4 Sec 4-53 (2) requires a public hearing for all initial applications for a Combined Entertainment License.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

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

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Bayside Bowl

2. 20200618081556097

Prepared by:

Date: 6/18/2020

KATE SNYDER (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
TAE Y. CHONG (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

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

ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:

Bowl Portland LLC dba Bayside Bowl. Application for a Combined Entertainment License at 58 Alder Street.



CITY OF PORTLAND
Permitting and Inspections Department
Renewal Application for an Entertainment License

Must Include:

- ☐ 8 1/2" x 11" diagram showing layout of the premises to include dimensions, locations of dancing, seating, toilet rooms and means of egress.
- ☐ Sound Mitigation Plan (**not required if renewal application for indoor only entertainment)
 - ☐ Prepared and Certified by a Professional Sound Engineer
 - ☐ Details of methods used to minimize the impact on entertainment on the surrounding uses
 - ☐ Speaker Locations and directions
 - ☐ Sound System details and controls
 - ☐ Stage and site layout and direction
 - ☐ Noise cancelling or mitigating measures proposed
 - ☐ Anticipated Sound readings
 - ☐ Indoors Entertainment-8 feet from any outer wall
 - ☐ Outdoor/Combined Entertainment-Property line and closest residence *90 db at 160 property line*
 - ☐ On-Site monitor when attendees are expected to exceed 250

Business Information	
Business Name (d/b/a):	bayside bowl Phone: 207-791-2695
Location Address:	58 alder street Zip: 04101
Owner Name:	Charles Mitchell Phone: 207-791-2695
Owner Email:	bowlportland@gmail.com
Contact Person responsible for Entertainment:	Charles Mitchell Phone: 207-712-1511
Contact Person Email:	bowlportland@gmail.com
Manager of Establishment:	Joe O'malley Phone: 207-791-2695
Manager Email:	manager@baysidebowl.com

About Your Establishment

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

occasional musical performances on indoor stage throughout the year and seasonal bands and movies on rooftop.

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above license and further agrees that any misstatement of material fact may result in refusal of license or revocation, if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

Signature

Title

Owner

Date

5/4/2020

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

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

bl@portlandmaine.gov • www.portlandmaine.gov

SOUND MITIGATION PLAN

Re: Bayside Bowl Rooftop Deck

Prepared by Keith Mann

The rooftop deck at Bayside Bowl is located on the 3rd floor of the building. Most of the sound energy is directed towards the center of the venue and there is hardly any leakage into surrounding areas around the venue. We are installing some lattice and vines behind the roof stage area for additional sound absorption, and over the past few years of hosting events have not received any complaints from our neighbors or the city. Additionally, all music ends by 10pm. There are no sub-woofers being used in this system and full range represents 80 Hz – 20 kHz.

Sound System Specifications:

- Frequency Range of entire system 80 Hz – 20 kHz
- SPL on the rooftop during events 90 dB +/- 3 dB
- SPL at property line around venue 60 dB +/- 3 dB
- The entire sound system consists of 6 point source 2 way speakers
- All control is done from staff behind the bar

Keith Mann

(207) 650-3165

keithbmann@gmail.com



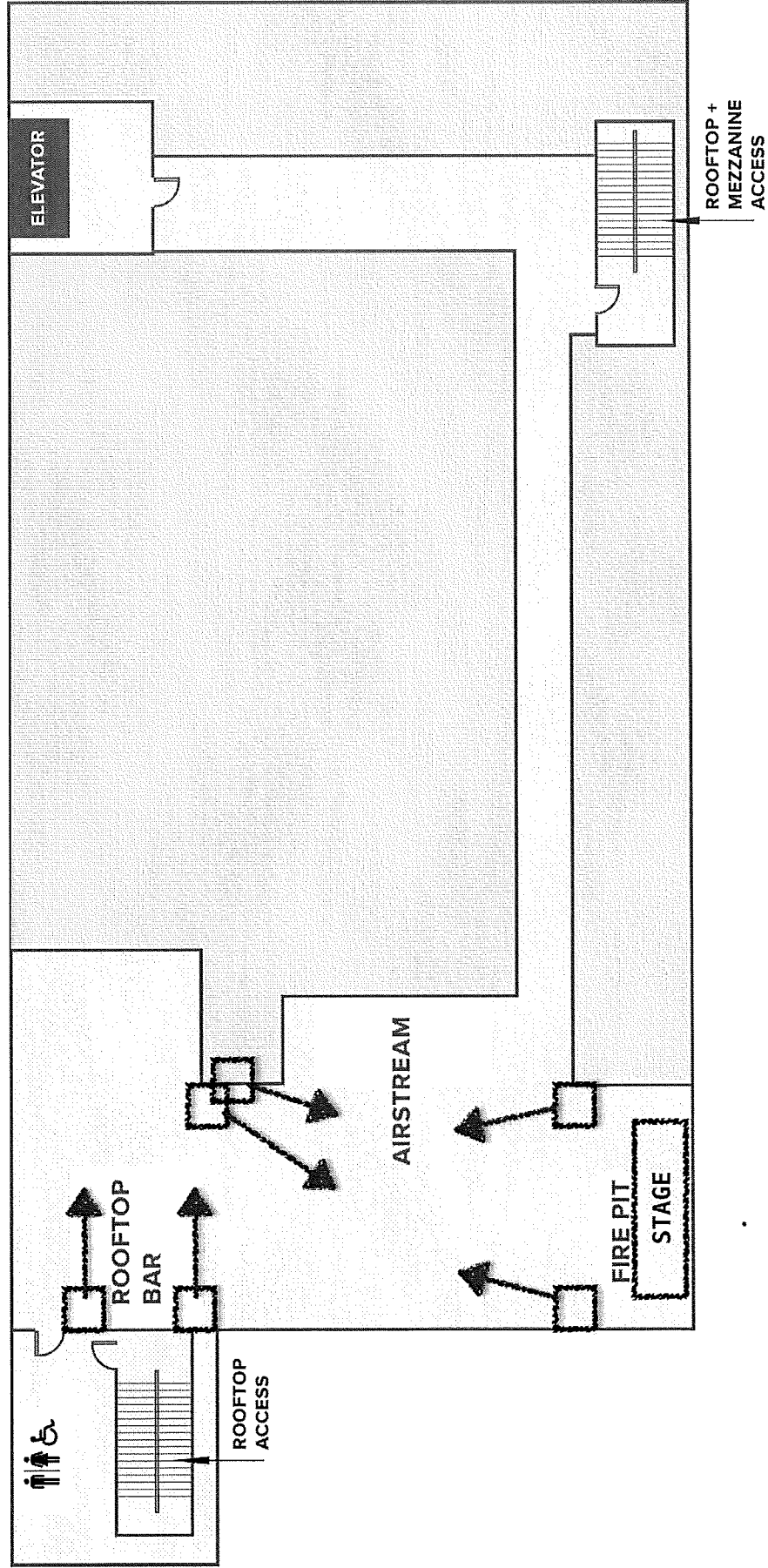
FLOOR 03

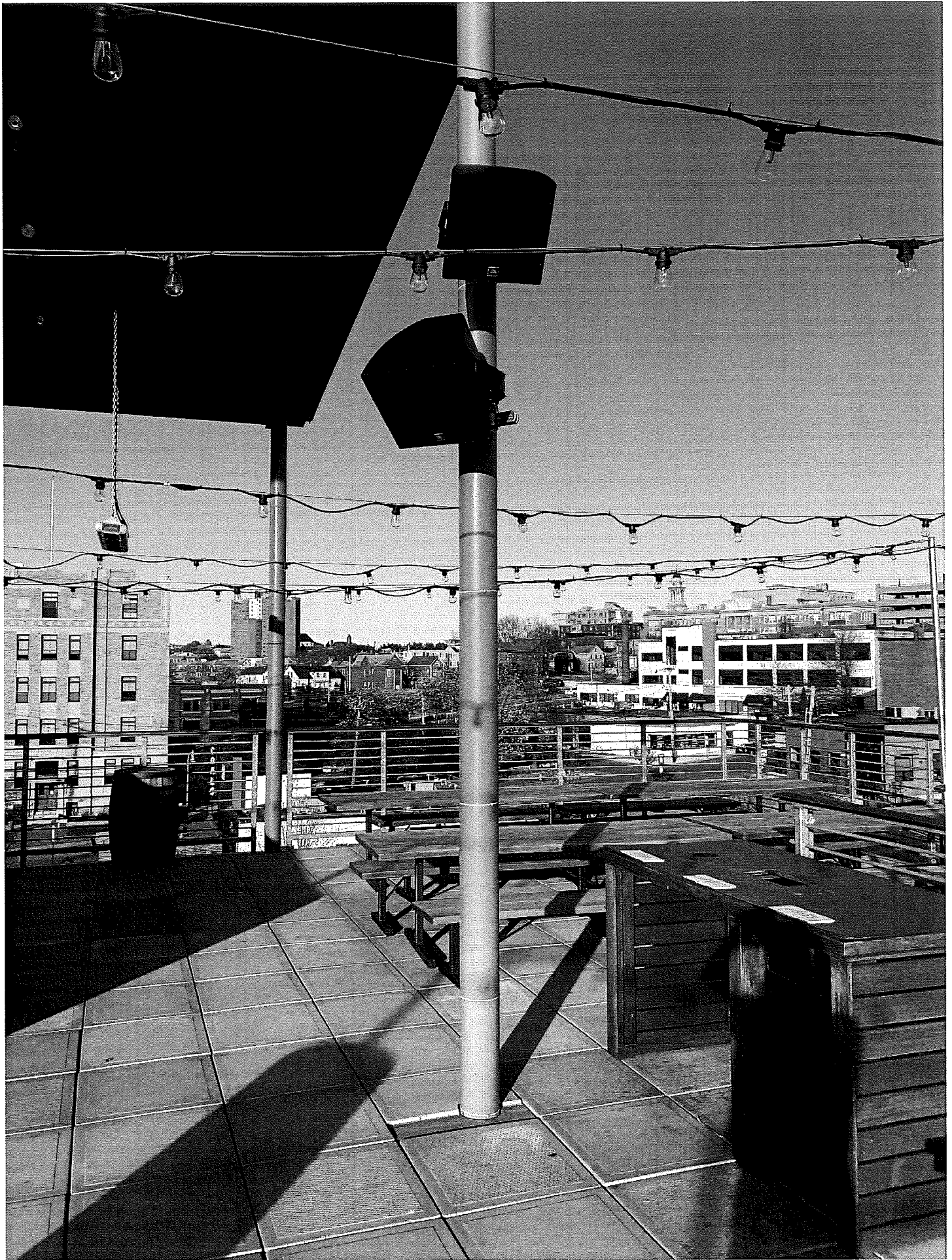
ROOFTOP DECK

160 MAXIMUM OCCUPANTS

 = JBL 400 watt speaker (80 Hz - 20 kHz)

 = direction sound energy is being directed from each speaker







City of Portland

Sound Mitigation Review

Date: 6/17/2020

Business Bayside Bowl

Applicant Joe O'Malley

DESCRIPTION		yes	no
Sound system appropriate for the size venue		Yes	
Performance space located in an appropriate location		Yes	
Performance space facing in an appropriate direction to control sound		Yes	
Surrounding surfaces appropriate to control sound		Yes	
Additional sound absorbing features		Airstream Trailer	
additional notes		no	
Approved		Yes	
DIRECT ALL INQUIRIES TO:			
Kevin Schneck			
(207) 756-8433			
kschneck@portlandmaine.gov			



Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Re: Bayside Bowl

Glen McGary <glenm@portlandmaine.gov>

Tue, May 19, 2020 at 6:07 PM

To: Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Cc: Kevin Schneck <kschneck@portlandmaine.gov>

Approved PD

On Tue, May 19, 2020 at 11:14 AM Jessica Hanscombe <jhanscombe@portlandmaine.gov> wrote:

Good Morning

Please see the attached for an Entertainment license. Please advise. Jessica

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

--

Lieutenant Glen McGary
Portland Police Department
109 Middle Street
Portland, Maine 04101
Office (207) 756-8294
Fax (207) 874-8580



CITY OF PORTLAND
Permitting and Inspections Department

July 17, 2020

Bowl Portland LLC
58 Alder Street
Portland ME 04102

Re: Bowl Portland LLC dba Bayside Bowl. Application for a Combined Entertainment License at 58 Alder Street.

Dear Charles Mitchell

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday July 13, 2020 at 4:00 p.m.**, for the review of application for a Combined Entertainment License at 58 Alder Street. The meeting will take place in Council Chambers on the 2nd floor of City Hall, 389 Congress Street, Portland, ME 04101.

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

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

Sincerely,

Jessica Hanscombe
Licensing and Housing Safety Manager

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on July 13, 2020 at 4:00 P.M., in City Council Chambers, 389 Congress St., Bowl Portland LLC dba Bayside Bowl. Application for a Combined Entertainment License at 58 Alder Street. Sponsored by Jon P. Jennings, City Manager.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: June 18, 2020

SUBJECT: Order 8-20/21 Granting Municipal Officers' Approval of Marshview LLC dba Brewery Extrava. Application for a Combined Entertainment License at 66 Cove Street - Sponsored by Jon P. Jennings, City Manager

SPONSOR:

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

Marshview LLC dba Brewery Extrava. Application for a Combined Entertainment License at 66 Cove Street.

Application was filed on 6/4/2020. Applicant currently holds a Brewery License with Entertainment with Dance. Chapter 4 Sec 4-53 (2) requires a public hearing for all initial applications for a Combined Entertainment License.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

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

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Brewery Extrava

2. 20200618082048546

Prepared by:

Date: 6/18/2020

KATE SNYDER (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
TAE Y. CHONG (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

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

ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:

Marshview LLC dba Brewery Extrava. Application for a Combined Entertainment License at 66 Cove Street.



CITY OF PORTLAND
Permitting and Inspections Department
Renewal Application for an Entertainment License

Must Include:

- ☒ 8 1/2" x 11" diagram showing layout of the premises to include dimensions, locations of dancing, seating, toilet rooms and means of egress.
- ☒ Sound Mitigation Plan (**not required if renewal application for indoor only entertainment)
 - ☒ Prepared and Certified by a Professional Sound Engineer
 - o Details of methods used to minimize the impact on entertainment on the surrounding uses
 - o Speaker Locations and directions
 - o Sound System details and controls
 - o Stage and site layout and direction
 - o Noise cancelling or mitigating measures proposed
 - o Anticipated Sound readings
 - Indoors Entertainment-8 feet from any outer wall
 - Outdoor/Combined Entertainment-Property line and closest residence
 - o On-Site monitor when attendees are expected to exceed 250

Business Information			
Business Name (d/b/a):	MARSAVIEW LLC (dba Brewery Extraordinaire)	Phone:	508 304 5567
Location Address:	66 Code St Portland, ME	Zip:	04101
Owner Name:	Joseph P Doherty	Phone:	508 304-5567
Owner Email:	joe@breweryextraordinaire.com		
Contact Person responsible for Entertainment:	Joe Doherty	Phone:	508 304 5567
Contact Person Email:	joe@breweryextraordinaire.com		
Manager of Establishment:	SAME AS ABOVE	Phone:	
Manager Email:			

About Your Establishment

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

Small Brewery with Tasting Room. Solo + Small Bands Musical Entertainment
 We have a Decibel Reading Device to ensure sound levels are kept within allowed levels.

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above license and further agrees that any misstatement of material fact may result in refusal of license or revocation, if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

Signature _____ Title Manager/Owner Date 5/25/20

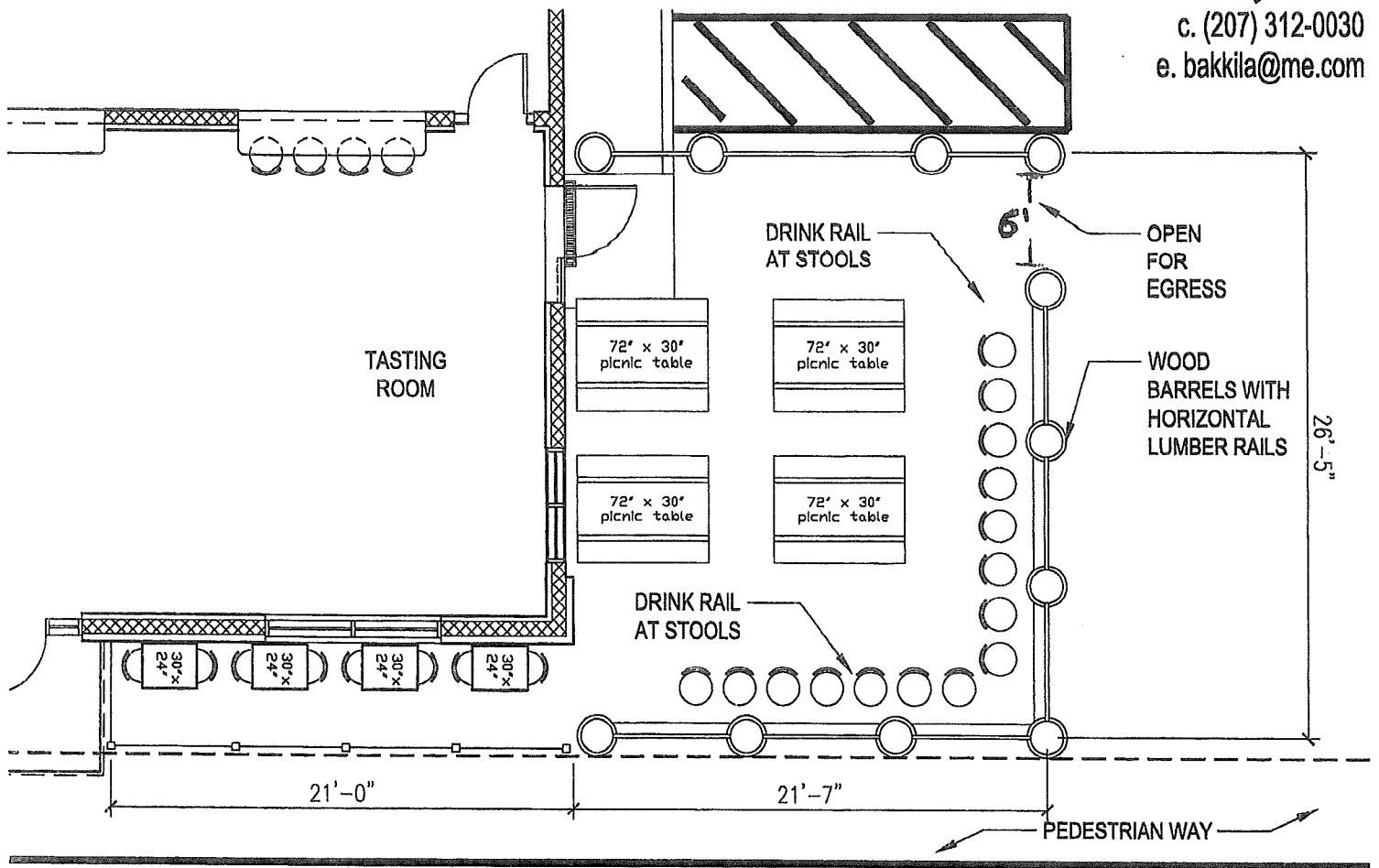
For more information, refer to the City Code of Ordinance: Chapter 4 Amusements, at www.portlandmaine.gov

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

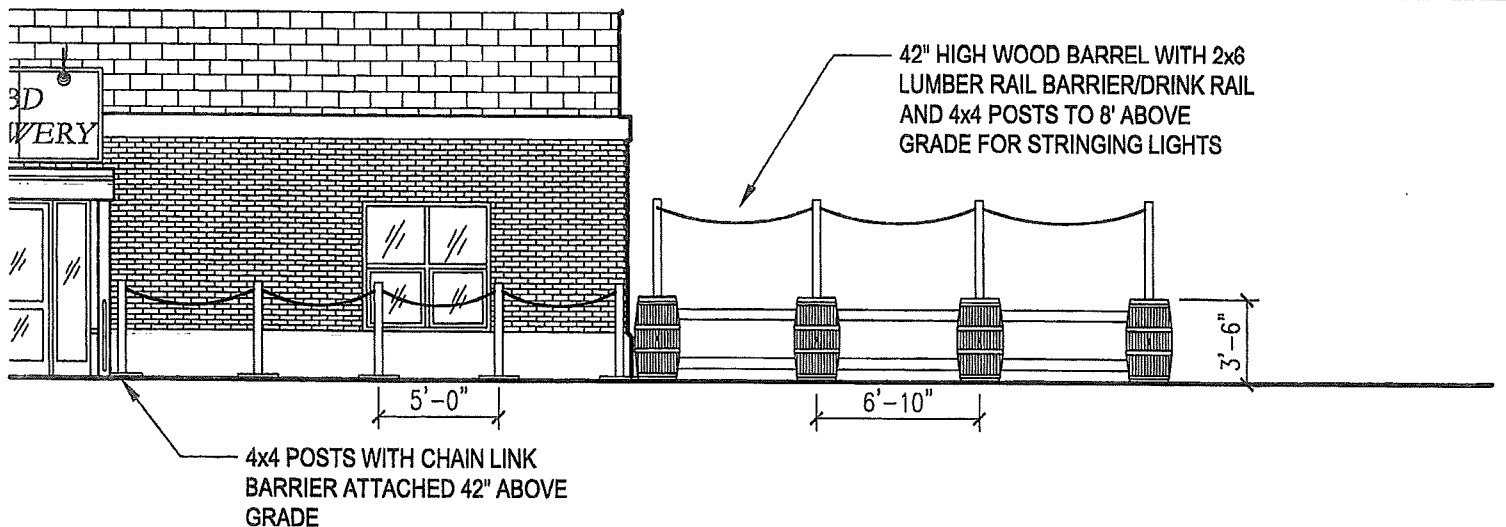
bl@portlandmaine.gov • www.portlandmaine.gov

CHRIS BAKKILA, RA

c. (207) 312-0030
e. bakkila@me.com



COVE TREET OUTDOOR SEATING PLAN DETAIL



OUTDOOR SEATING ELEVATION

**MARSHVIEW LLC, BREWERY
& TASTING ROOM**

PROJECT NAME

PLOT PLAN

SKETCH TITLE

$\frac{1}{8}" = 1'-0"$

SCALE

18004

PROJECT NUMBER

SEATING PERMIT

ISSUED WITH

01/30/2019

DATE

A6.1

DRAWING REFERENCE

SK-02

SKETCH NUMBER

Sound Mitigation Plan

Brewery Extrava

66 Cove St.

Portland, ME 04101

Purpose: To minimize the impact of our outdoor entertainment on the surrounding neighborhoods while promoting local musical acts to our patrons and the community.

A small area located on the south/southwest side of the building, against the wall will be leveled to accommodate the musicians. Most acts will be one or two performers only. Speakers will be located just in front of the musicians about 6' from the wall facing southwest. The sound system will include a small powered mixing station and 2 portable speakers on stands. Max peak output of 800 watts with a 200 watts RMS. Master volume controls with independent level controls and equalization are included. The speakers would be 10" woofers and a piezo tweeter with 200 watts RMS. No subwoofer will be included.

Sound levels will be monitored using an SPL meter and levels will not exceed 85db at 8' from the main speakers.

This building is located in an industrial area with a varied of mixed uses. Most businesses are closed in the evening when we are most likely to have entertainment. Residential homes are quite far away from this location and will not be impacted at all by the outdoor entertainment we will be providing. The direction of the music will actually be facing 295 and Back Bay.

BAKKILA

Chil Bakkila, SA
2 Borden Road
Barnstable, MA 02601
c (508) 372-0000
e bakkila@bakkila.com



SEAL AND SIGNATURES

LEGEND

CHIL is sealed
New Edition

SHEET NOTES

1. REVIEW OF THIS SHEET FOR THE DESIGNER'S USE.
2. ALL DIMENSIONS ARE IN FEET AND INCHES.
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

GENERAL NOTES

1. ALL ELECTRICAL, MECHANICAL AND PLUMBING WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE, THE NATIONAL MECHANICAL CODE, AND THE NATIONAL PLUMBING CODE.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE, THE NATIONAL MECHANICAL CODE, AND THE NATIONAL PLUMBING CODE.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE, THE NATIONAL MECHANICAL CODE, AND THE NATIONAL PLUMBING CODE.
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE, THE NATIONAL MECHANICAL CODE, AND THE NATIONAL PLUMBING CODE.
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE, THE NATIONAL MECHANICAL CODE, AND THE NATIONAL PLUMBING CODE.
6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE, THE NATIONAL MECHANICAL CODE, AND THE NATIONAL PLUMBING CODE.

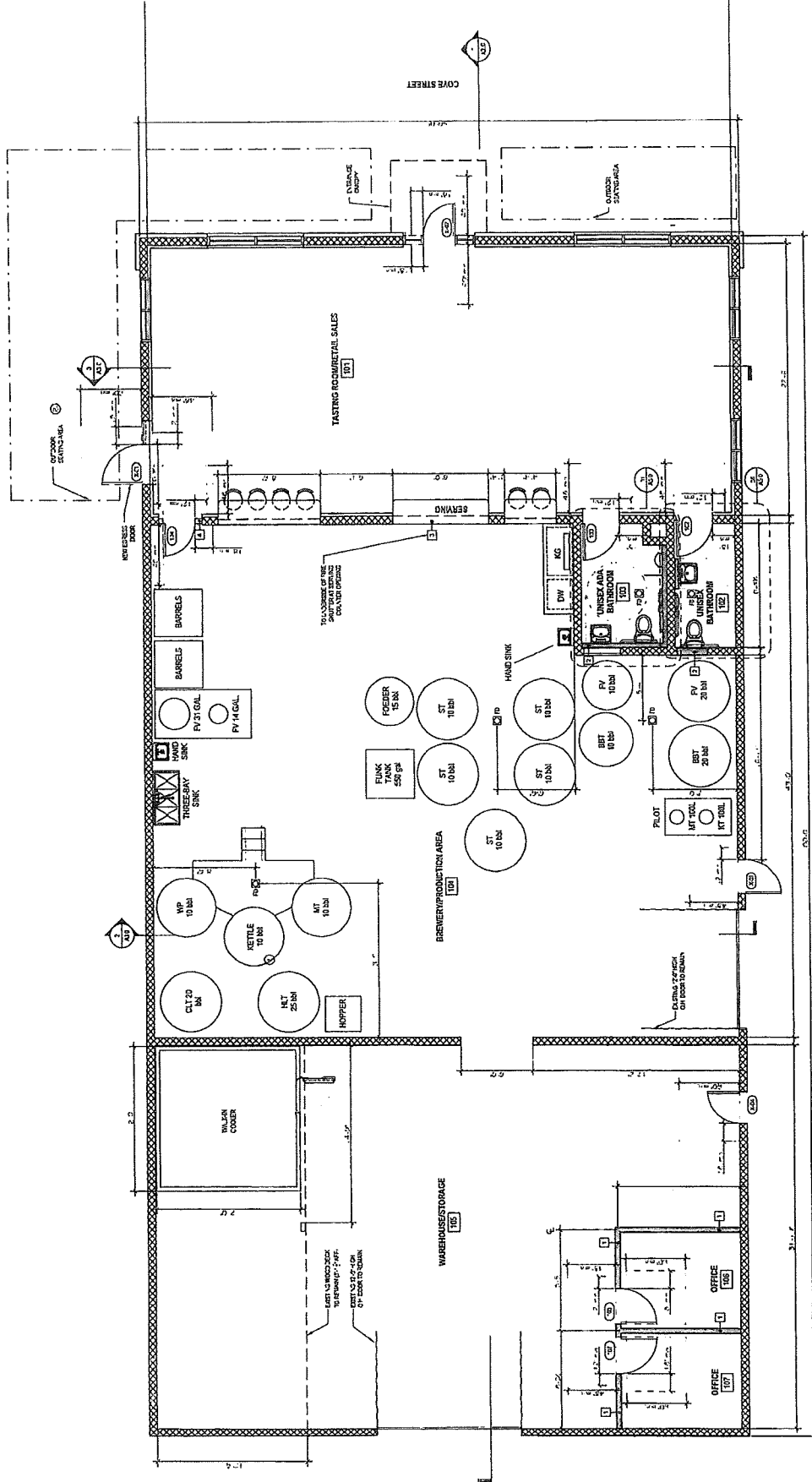


PROJECT NORTH

NO.	DESCRIPTION	DATE
1	REVISION	11-16-2018
2	REVISION	11-16-2018
3	REVISION	11-16-2018
4	REVISION	11-16-2018
5	REVISION	11-16-2018
6	REVISION	11-16-2018
7	REVISION	11-16-2018
8	REVISION	11-16-2018
9	REVISION	11-16-2018
10	REVISION	11-16-2018

NO.	DESCRIPTION	DATE
1	REVISION	11-16-2018
2	REVISION	11-16-2018
3	REVISION	11-16-2018
4	REVISION	11-16-2018
5	REVISION	11-16-2018
6	REVISION	11-16-2018
7	REVISION	11-16-2018
8	REVISION	11-16-2018
9	REVISION	11-16-2018
10	REVISION	11-16-2018

1 FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"



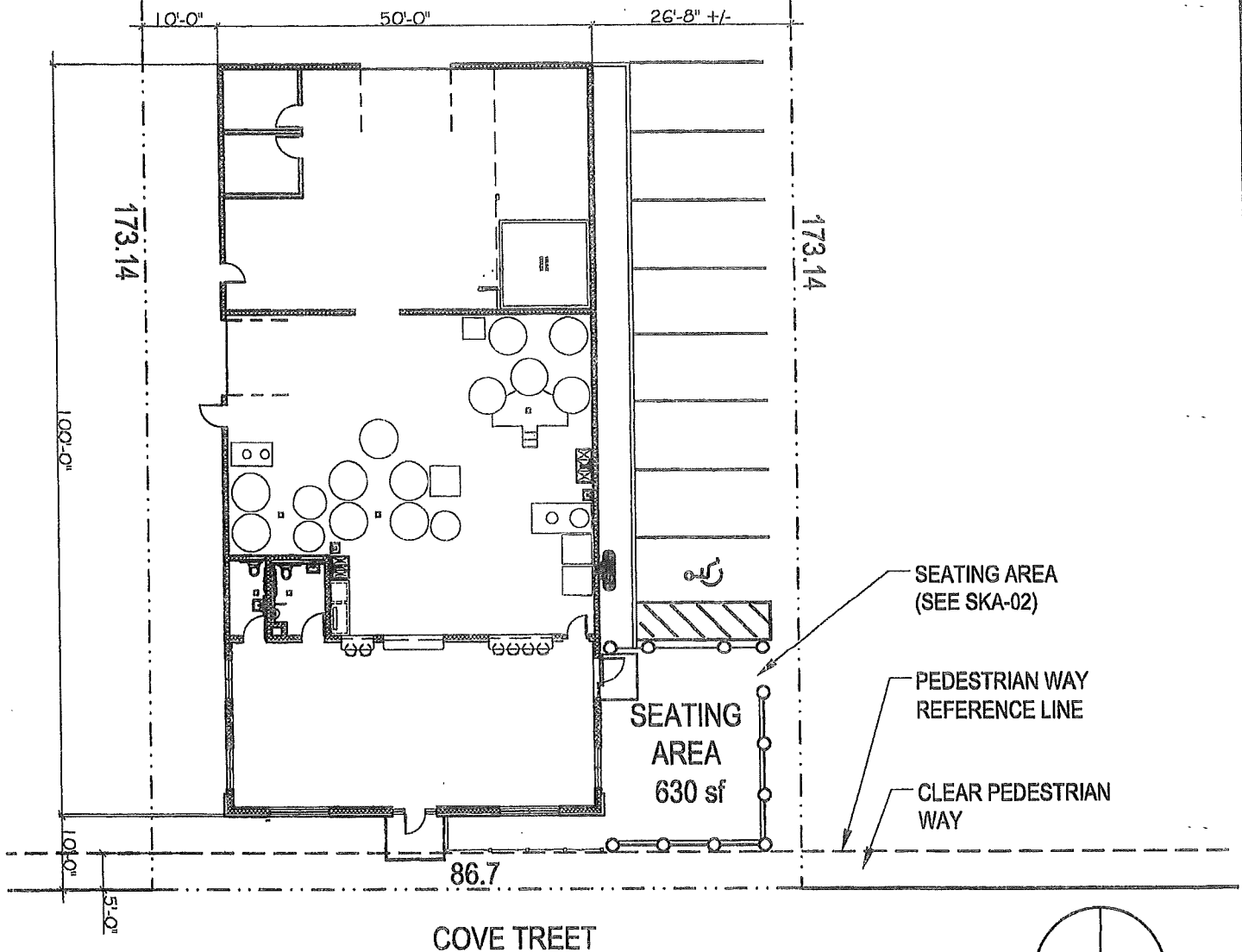
CHRIS BAKKILA, RA

c. (207) 312-0030
e. bakkila@me.com

66 COVE STREET

LOT SIZE
14,989 sf

LOT LINES

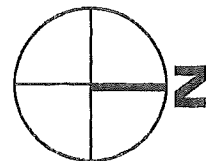


SEATING AREA
(SEE SKA-02)

PEDESTRIAN WAY
REFERENCE LINE

CLEAR PEDESTRIAN
WAY

SEATING
AREA
630 sf



PROJECT NORTH

**MARSHVIEW LLC, BREWERY
& TASTING ROOM**

PROJECT NAME

PLOT PLAN

SKETCH TITLE

NTS

SCALE

18004

PROJECT NUMBER

SEATING PERMIT

ISSUED WITH

01/30/2019

DATE

A6.1

DRAWING REFERENCE

SK-01

SKETCH NUMBER

City of Portland

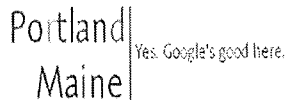
Sound Mitigation Review

Date: 6/17/2020

Business Brewery Extrava

Applicant Joe Doherty

DESCRIPTION		yes	no
Sound system appropriate for the size venue		Yes	
Performance space located in an appropriate location		Yes	
Performance space facing in an appropriate direction to control sound		Yes	
Surrounding surfaces appropriate to control sound		Yes	
Additional sound absorbing features		no	
additional notes		no	
Approved		Yes	
DIRECT ALL INQUIRIES TO:			
Kevin Schneck			
(207) 756-8433			
kschneck@portlandmaine.gov			



Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Re: Brewery Extrava

Glen McGary <glenm@portlandmaine.gov>

Thu, Jun 4, 2020 at 5:16 PM

To: Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Cc: Kevin Schneck <kschneck@portlandmaine.gov>

Police Approved

On Thu, Jun 4, 2020 at 1:12 PM Jessica Hanscombe <jhanscombe@portlandmaine.gov> wrote:

Good Afternoon Gentlemen

Please see the attached application for a Combined Entertainment license. Please advise. Jess

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

--

Lieutenant Glen McGary
Portland Police Department
109 Middle Street
Portland, Maine 04101
Office (207) 756-8294
Fax (207) 874-8580



CITY OF PORTLAND
Permitting and Inspections Department

June 17, 2020

Brewery Extrava
66 Cove Street
Portland ME 04101

Re: Marshview LLC dba Brewery Extrava. Application for a Combined Entertainment License at 66 Cove Street.

Dear Joseph Doherty

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday July 13, 2020 at 4:00 p.m.**, for the review of application for a Combined Entertainment License at 66 Cove Street. The meeting will take place in Council Chambers on the 2nd floor of City Hall, 389 Congress Street, Portland, ME 04101.

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

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

Sincerely,

Jessica Hanscombe
Licensing and Housing Safety Manager

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on July 13, 2020 at 4:00 P.M., in City Council Chambers, 389 Congress St., Marshview LLC dba Brewery Extrava. Application for a Combined Entertainment License at 66 Cove Street. Sponsored by Jon P. Jennings, City Manager.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: June 18, 2020

SUBJECT: **Order 9-20/21 Granting Municipal Officers Approval of Cape Seafood LLC dba Luke's Lobster Seafood Company. Application for a Combined Entertainment License at 60 Portland Pier - Sponsored by Jon P. Jennings, City Manager**

SPONSOR:

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

Cape Seafood LLC dba Luke's Lobster Seafood Company. Application for a Combined Entertainment License at 60 Portland Pier.

Application was filed on 5/20/2020. Applicant currently holds a Class I FSE license with Entertainment with Dance. Chapter 4 Sec 4-53 (2) requires a public hearing for all initial applications for a Combined Entertainment License.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

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

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Luke's Lobsters
2. 20200618083323012

Prepared by:

Date: 6/18/2020

KATE SNYDER (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
TAE Y. CHONG (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

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

ORDER
GRANTING MUNICIPAL OFFICERS'
APPROVAL OF:

**Luke's Lobsters dba Luke's Lobsters. Application for a Combined Entertainment License
at 60 Portland Pier.**



CITY OF PORTLAND
Permitting and Inspections Department
Renewal Application for an Entertainment License

Must Include:

- ☐ 8 1/2" x 11" diagram showing layout of the premises to include dimensions, locations of dancing, seating, toilet rooms and means of egress.
- ☐ Sound Mitigation Plan (**not required if renewal application for indoor only entertainment)
 - o Prepared and Certified by a Professional Sound Engineer
 - o Details of methods used to minimize the impact on entertainment on the surrounding uses
 - o Speaker Locations and directions
 - o Sound System details and controls
 - o Stage and site layout and direction
 - o Noise cancelling or mitigating measures proposed
 - o Anticipated Sound readings
 - Indoors Entertainment-8 feet from any outer wall
 - Outdoor/Combined Entertainment-Property line and closest residence
 - o On-Site monitor when attendees are expected to exceed 250

Business Information			
Business Name (d/b/a):	LUKE'S LOBSTER	Phone:	646-559-4644
Location Address:	60 PORTLAND PIER, PORTLAND, ME 04101		Zip:
Owner Name:	LUKE'S LOBSTER HOLDING LLC	Phone:	207-274-6097
Owner Email:	AP@LUKESLOBSTER.COM		
Contact Person responsible for Entertainment:		Phone:	207-274-6097
Contact Person Email:	LL024@LUKESLOBSTER.COM		
Manager of Establishment:		Phone:	207-274-6097
Manager Email:	LL024@LUKESLOBSTER.COM		

About Your Establishment

Describe in detail the type and nature of the business and proposed entertainment:
WE ARE A TWO-FLOOR FULL SERVICE RESTAURANT. THE SECOND FLOOR IS AVAILABLE FOR EVENTS (E.G. WEDDINGS, PRIVATE PARTIES) WHICH MAY INVOLVE AMPLIFIED OR LIVE MUSIC, AS WELL AS DANCING.

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above license and further agrees that any misstatement of material fact may result in refusal of license or revocation, if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

Signature

Title

CFO

Date

3/9/20

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

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

bl@portlandmaine.gov • www.portlandmaine.gov

Luke's Lobster Sound Mitigation Plan

Prepared by Neil Griggs

Audio Engineer-Headlight AV

ngriggs@headlightav.com

(207)838-6818

- Methods used to minimize impact on surrounding uses/speaker location/stage site.

Speakers set at East end of deck facing towards building and angled down and towards center of the deck area. This will decrease spill over to surrounding area and focus sound on patrons in deck area. Minimizes sound going out over the water.

- Sound system details.

2- QSC K-8 speakers on stands (8" speaker)
1-Mackie PROFX8 mixer
1-Shure SM58 microphone
1-Shure SM57 microphone
2-Direct boxes for acoustic guitar/keyboards

- Noise cancelling or mitigation proposed.

Sound absorbing baffles/wind screen to be placed on perimeter of deck area when sound system in use.

- Anticipated sound readings.

Not to exceed 75 decibels (A weighted) at perimeter of property line.

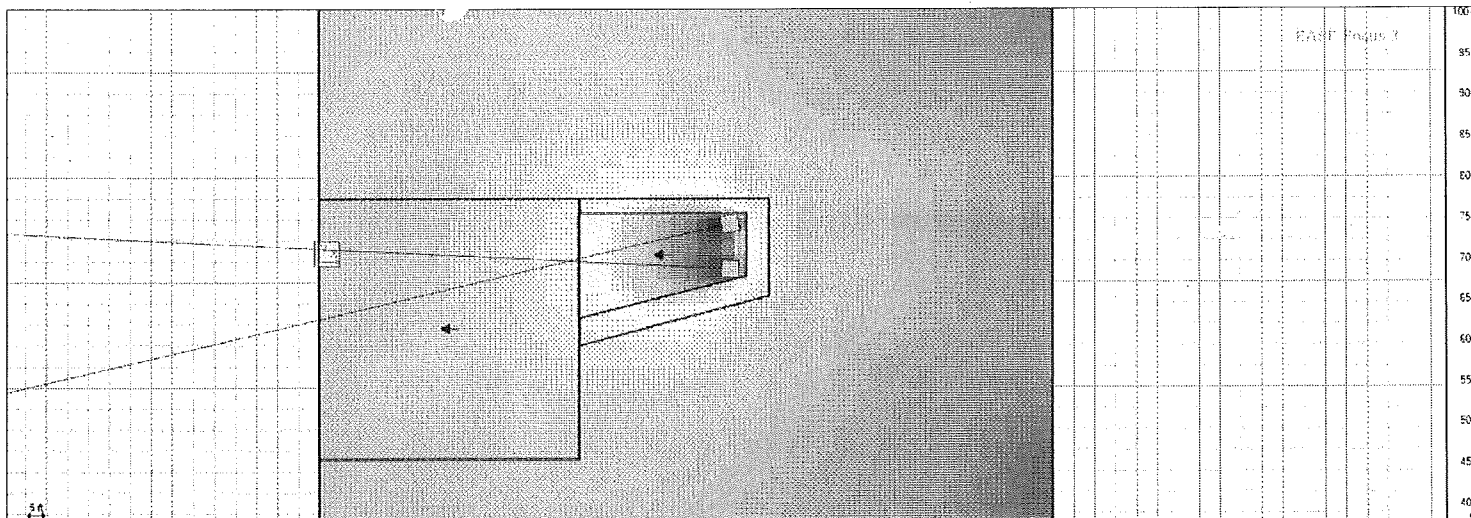
Neil S Griggs

5/4/2020

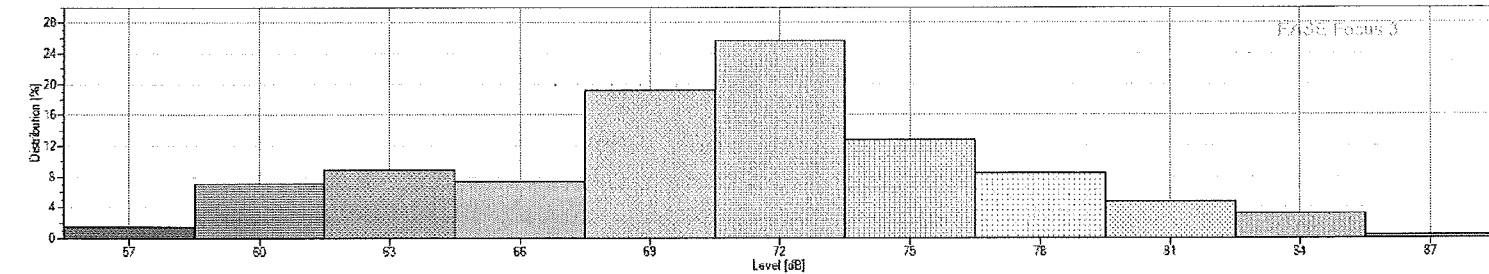
Outdoor Patio Specs:

- Metal Railings
- Steele cable
- All patio railings set in 5' from barrier





Floor Plan sent
via Email



05-01-2020

QUOTATION

CLIENT: Luke's Lobster
ADDRESS: 60 Portland Pier Portland ME 04101
PHONE: 207-749-0911
EMAIL: Garret@lukeslobster.com
NUMBER: 208
YOUR REF:

Headlight Audio Visual, Inc.
 74 Evergreen Drive
 Portland ME 04103
 www.headlightav.com

Sam Anderson

sanderson@headlightav.com

Luke's Lobster - Audio System Quote

Attn: Garret Currier
 Tel. 749-0911
 Garret@lukeslobster.com

The following quote is for setting up a sound system for use during acoustic performances on Portland Pier during the summer of 2020. The weekend labor rate has been quoted for set-up and take-down. A one-hour minimum will be charged for both set-up and take-down. This quote does not include the cost for an on-site technician during the actual performances; artists will be responsible for mixing their own sound.

Rental	05-09-2020 2:00 PM to 05-09-2020 10:00 PM	Takedown	05-09-2020 9:00 PM to 05-09-2020 10:00 PM
Setup	05-09-2020 2:00 PM to 05-09-2020 3:00 PM		

Item	Type	Quantity	Price	Total
AUDIO				
QSC K8 1000W Powered Speaker	Rental	2	60.00	120.00

Item	Type	Quantity	Price	Total
Speaker Stand	Rental	2	5.00	10.00
Mackie PROFX8v2 Mixer	Rental	1	30.00	30.00
Shure SM58 Microphone	Rental	1	22.00	22.00
Shure SM57 Microphone	Rental	1	22.00	22.00
Microphone Boom Stand	Rental	2	10.00	20.00
Countryman Direct Box 85S	Rental	2	20.00	40.00
			Total for AUDIO:	\$264.00

PACKAGES

Cable Package A (\$100-\$499)	Rental	1	25.00	25.00
1/4" TO 1/4" Cable, 6'	Rental	2	0.00	0.00
XLR Microphone Cable, 25'	Rental	6	0.00	0.00
XLR Microphone Cable, 50'	Rental	4	0.00	0.00
AC Cable, 100' 3-Way	Rental	2	0.00	0.00
AC Cable, 25' 3-Way	Rental	2	0.00	0.00
AC Cable, 50' 3-Way	Rental	2	0.00	0.00
Power Strip, 6 Outlets	Rental	1	0.00	0.00
			Total for PACKAGES:	\$25.00

Crew

Load-in Tech OT	Service	1	90.00	90.00
Load-Out Tech OT	Service	1	90.00	90.00
			Total for Crew:	\$180.00

Transport

Truck Charge	Service	1	40.00	40.00
--------------	---------	---	-------	-------

Item	Type	Quantity	Price	Total
Total for Transport:				\$40.00
SUBTOTAL				\$509.00
TAX				\$0.00
TOTAL				\$509.00

EMAIL CONFIRMATION IS REQUIRED TO ACCEPT THE ATTACHED QUOTE REFERENCED ABOVE.

- LABOR IS ESTIMATED TO THE BEST OF OUR ABILITY AND MAY BE ADJUSTED.
- ADDITIONAL EQUIPMENT COSTS MAY BE INCURRED BASED ON CLIENT'S REQUEST AND IS SUBJECT TO AVAILABILITY.

CANCELLATION WILL BE EFFECTIVE UPON THE ACCEPTANCE OF WRITTEN CLIENT NOTIFICATION. HEADLIGHT AUDIO VISUAL, INC. RESERVES THE RIGHT TO CHARGE CANCELLATION FEES WITH RESPECT TO THE CONTRACT, AS FOLLOWS:

IF CANCELLATION BY THE CLIENT OCCURS MORE THAN 14 DAYS BEFORE THE FIRST DAY OF THE CONTRACT PERIOD, THEN THE CLIENT WILL INCUR NO CHARGES. ANY DEPOSIT RECEIVED PRIOR TO THE CANCELLATION WILL BE REFUNDED TO THE CLIENT**.

IF CANCELLATION BY THE CLIENT OCCURS LESS THAN 14 DAYS, BUT MORE THAN 73 HOURS BEFORE THE FIRST DAY OF THE CONTRACT PERIOD, THEN 25% OF THE TOTAL CONTRACT WILL BE CHARGED. ANY DEPOSIT RECEIVED PRIOR TO THE CANCELLATION WILL BE APPLIED TO THIS CHARGE.

IF CANCELLATION BY THE CLIENT OCCURS LESS THAN 72 HOURS, BUT MORE THAN 24 HOURS BEFORE THE FIRST DAY OF THE CONTRACT PERIOD, THEN 50% OF THE TOTAL CONTRACT WILL BE CHARGED. ANY DEPOSIT RECEIVED PRIOR TO THE CANCELLATION WILL BE APPLIED TO THIS CHARGE.

IF CANCELLATION BY THE CLIENT OCCURS 24 HOURS OR LESS BEFORE THE FIRST DAY OF THE CONTRACT PERIOD, THEN 100% OF THE TOTAL CONTRACT WILL BE CHARGED. ANY DEPOSIT RECEIVED PRIOR TO THE CANCELLATION WILL BE APPLIED TO THIS CHARGE.

**FOR ALL SIGNED CONTRACTS, THE CLIENT WILL BE RESPONSIBLE FOR ALL CHARGES INCURRED BY HEADLIGHT AUDIO VISUAL INC. ON THE CLIENT'S BEHALF OR AT THE CLIENT'S REQUEST, INCLUDING, BUT NOT LIMITED TO, THE PURCHASE OF CREATIVE MATERIALS, AUDIO AND VIDEO CONTENT, AND/OR SUBRENTED EQUIPMENT.

IMPORTANT! PLEASE NOTE!

THIS EQUIPMENT IS WEATHER SENSITIVE, AND MUST NOT BE EXPOSED TO DAMP OR COLD CONDITIONS. DOING SO MAY RESULT IN DAMAGE, NECESSITATING REPAIR OR REPLACEMENT. THE CLIENT AGREES TO USE OUR EQUIPMENT IN AN ENVIRONMENT COMPATIBLE WITH THE MANUFACTURER'S SPECIFICATIONS. FAILURE TO DO SO COULD RESULT IN ADDITIONAL CHARGES FOR

THE REPAIR OR REPLACEMENT OF THE EQUIPMENT.

Headlight Audio Visual, Inc. Terms and Conditions

1. Physical Condition of Equipment

You acknowledge that prior to taking the Equipment, you examined it, and are aware that it is in good condition. It is your responsibility to return the Equipment to us in the same condition.

2. Use of Equipment

You agree that:

- a) You know how to operate the Equipment supplied to you under this contract and have told us so.
- b) You will use the Equipment in a careful and proper manner only at the location designated and only for routine operations common to the Equipment.
- c) You have read any agreements attached to this contract and agree to comply with their terms.
- d) You will not disassemble the Equipment for any purpose nor will you tamper with its internal components in any way.
- e) You will place the Equipment in a proper static-free operating environment of moderate temperature and humidity and connect it to a dedicated power source upon which no other electrical devices are attached.
- f) You will not sublease the Equipment, assign any of your interests under lease or permit any lien or encumbrance upon the Equipment.

3. Responsibility for Use

You are responsible for the use of the Equipment. You assume all risks inherent in the operation and use of the Equipment. You agree to assume the entire responsibility for the defense of, and to pay, indemnify and hold us harmless from, and hereby release us from, any and all claims for personal injury or property damage of any kind resulting from the use, operation or possession of the Equipment. You shall be responsible for such damage resulted in whole or in part from our negligence, from the defective condition of the Equipment or from any cause whatsoever.

4. Responsibility for Equipment

You are responsible for the Equipment from the time it is rented out until it is returned. If the Equipment is lost, stolen or damaged under any circumstances while rented, regardless of fault, you shall be responsible for all charges (including labor costs) to replace or repair the Equipment.

5. Equipment Failure

You agree to immediately discontinue any attempt to use the Equipment at any time it fails to operate properly, and you will immediately notify us of the problem. We agree in our discretion to make the Equipment operable within a reasonable time, or provide you with a replacement, if available, or adjust the rental charges. This provision shall be the exclusive remedy for any equipment failure of any kind and does not relieve you from the obligations imposed by this contract, including paragraphs 4 and 6 except to the extent of any adjustments made by us at our sole discretion.

6. Return of Equipment

The Equipment is our property and is rented to you subject to this contract for rental charges and for the period of time stated on the front. If you desire to extend the term of this contract beyond the time and date specified on the front under "Due in", you must immediately notify us to obtain our approval. You shall be charged at our daily rate for each day you retain the Equipment beyond the "Due In" date. If this contract has not been extended and you fail to return the Equipment when due, we may retake the Equipment at any time and to do so we may notify the authorities and take other action, including the filing of civil and criminal complaints, subjecting you to prosecution.

7. Charges and Payments

You are responsible for and shall pay rental and other charges from the time the Equipment is "Rented Out" as

specified on the front until it is "Returned." You shall return the Equipment promptly and in good condition. All charges are due upon return of the Equipment and on demand. If the rental charges are charged to someone other than the Renter, you represent that you are the agent of such party and have the right to charge this rental. The Renter nevertheless will remain liable for the charges and for the other obligations and responsibilities of the Renter hereunder.

8. Collection Costs

You agree to pay reasonable attorney fees, collection fees, court costs and any other expenses incurred in collecting any charges under this contract, in retaking the Equipment or otherwise enforcing the terms of this contract.

9. Modification of Contract

This document represents our entire contract, and there are no collateral, oral or other agreements outstanding. None of our rights may be changed and no extension of the terms of this contract may be made except in writing signed by us and made part of this contract.

10. Security Deposit

If you have left a security deposit with us either in cash, blank charge slip or otherwise, you agree that we may at any time apply the security deposit against any charges due under paragraphs 4, 7 or 8. After the proper payment for and return of the Equipment, any unapplied amount of the security deposit will be returned.

11. Warranty Disclaimer

WE MAKE NO WARRANTY NOR REPRESENTATION, EXPRESS OR IMPLIED, REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, OR PERFORMANCE OF THE EQUIPMENT OR OF ITS MATERIAL OR WORKMANSHIP. You agree that you have selected the equipment based on your own judgement and knowledge and are aware of the limitations and potential malfunctions which are inherent in the operation of such equipment. You are also aware that, because of the electrical nature of the equipment, its use involves a risk of fire. You therefore agree that with respect to any failure or defect in the Equipment, we shall not be responsible for:

- a) Any personal injury or property damage.
- b) Any incidental or consequential damages, including the loss of anticipatory profits.
- c) The compatibility, unsuitability or incapacity of the Equipment to perform with any applications software used by you.

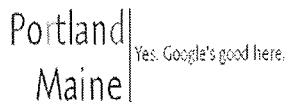
12. Taxes

You are responsible for any and all taxes arising from the use or rental of the equipment.

13. Rental Term/Rate

The rental rate charged is based on the equipment rented and committed term of the rental contract. If you return the equipment early you agree to pay the incremental rental difference as if the actual term has been identified correctly at the inception of the agreement. The incremental difference will be calculated according to Headlight Audio Visual, Inc.'s published price list for various rental terms at time of inception of the agreement.

Page 1 of 1



Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Re: Lukes Lobsters

Glen McGary <glenm@portlandmaine.gov>

Thu, May 21, 2020 at 4:05 PM

To: Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Cc: Kevin Schneck <kschneck@portlandmaine.gov>

PD Approved

On Thu, May 21, 2020 at 11:13 AM Jessica Hanscombe <jhanscombe@portlandmaine.gov> wrote:

Good Morning Gentlemen

Please see the attached application for a Combo Entertainment license. Thanks Jessica

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

--

Lieutenant Glen McGary
Portland Police Department
109 Middle Street
Portland, Maine 04101
Office (207) 756-8294
Fax (207) 874-8580

City of Portland

Sound Mitigation Review

Date: 6/17/2020

Business Luke's Lobster

Applicant

DESCRIPTION	yes	no
Sound system appropriate for the size venue	Yes	
Performance space located in an appropriate location	Yes	
Performance space facing in an appropriate direction to control sound	Yes	
Surrounding surfaces appropriate to control sound	Yes	
Additional sound absorbing features		Additional patio screening when system is in use
additional notes		
Approved	Yes	
DIRECT ALL INQUIRIES TO:		
Kevin Schneck		
(207) 756-8433		
kschneck@portlandmaine.gov		



CITY OF PORTLAND
Permitting and Inspections Department

June 18, 2020

Luke's Lobsters
84 Industrial Park Rd
Saco ME 04072

Re: Luke's Lobsters dba Luke's Lobsters. Application for a Combined Entertainment License at 60 Portland Pier.

Dear Owner

This letter shall serve as a reminder of the public hearing before the Portland City Council on **Monday July 13, 2020 at 4:00 p.m.**, for the review of application for a Combined Entertainment License at 60 Portland Pier. The meeting will take place virtually on that date. The agenda will include a link to the meeting, which will be posted the Friday prior to the meeting.

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

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

Sincerely,

Jessica Hanscombe
Licensing and Housing Safety Manager

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on July 13, 2020 at 4:00 P.M., virtually online, Luke's Lobsters dba Luke's Lobsters. Application for a Combined Entertainment License at 60 Portland Pier. Sponsored by Jon P. Jennings, City Manager.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: July 1, 2020

SUBJECT: Com 1-20/21 Transition of Sullivan Gym Shelter Guests - Sponsored by Jon P. Jennings, City Manager.

SPONSOR:

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

Communication from Health and Human Services Department staff to the Council on the transfer of Sullivan Gym shelter guests.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

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

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Sullivan Gym Transition MEMO July 13.2020 (1)

Prepared by:

Date: 7/1/2020



CITY OF PORTLAND
Social Services Division
Aaron Geyer, Director

MEMORANDUM

DATE: July 13, 2020
TO: City Council
FROM: Aaron Geyer, Social Services Division Director
RE: Shelter Operations

The City of Portland, Social Services Division is currently operating two 24-hour emergency shelter locations for single adults at the Oxford Street Shelter and Portland Expo, as well as designated PUI and Respite locations on Chestnut St. Each of our shelters follow the CDC's social distancing recommendations to maximize guest safety.

Over the past 3 months, MaineHousing, the University of Southern Maine (USM), and Preble Street have been operating an emergency shelter inside USM's Sullivan Gymnasium to enhance social distancing. The Sullivan Wellness Shelter accommodates up to 50 individuals. As the academic year approaches, the shelter at Sullivan Gym must close for USM to have access to their facility. The Social Services Division and Milestone Recovery will be reintegrating guests currently at the gym into our respective shelters. City staff, Preble Street, MaineHousing, and the DHHS Commissioner's Office outlined the plans for this transition over multiple meetings. Milestone joined these discussions and offered shelter space in addition to assistance with transportation.

- City of Portland Oxford Street Shelter Operations will absorb 42 individuals in total:
 - 26 will be males going to the Expo;
 - 16 will be females going to Oxford Street Shelter.
- 7 individuals will be going to Milestone Recovery.
- 1 Individual will go to Florence House.

The transition is scheduled to be completed over 4 days, starting July 9th through the 14th. The Social Services Division coordinated with the Parks, Recreation and Facilities Dept. for the use of one of their 15 passenger rec. vans. The van allows us to practice safe social distancing while transporting clients and their belongings to the shelter locations. If additional transportation needs arise, Milestone will assist using the HOME Team.

MEMORANDUM
City Council Agenda Item

FROM: Mary Davis, Division Director

DATE: June 23, 2020

SUBJECT: **Order 203-19/20 Designating the 104 Grant Street Affordable Housing District and Tax Increment Financing District and Adopting the Municipal Development Program for the District - Sponsored by the Housing Committee, Councilor Jill C. Duson, Chair and the Economic Development Committee, Councilor Justin Costa, Chair**

SPONSOR: Jill C. Duson, Chair of the Housing Committee
Justin Costa, Chair of the Economic Development Committee

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

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

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

Mary Davis, Housing and Community Development Division Director will be available for questions.

I. SUMMARY

Watson Renewal Grant LLC is proposing to construct twenty-three (23) condominium units at 104 Grant Street. The project will include one (1) two-bedroom and twenty-two (22) one-bedroom condominiums. Fifty-two percent (52%) or a total of twelve (12) of the twenty-three units, will be available for sale as workforce housing, affordable to households at 120% of the area median income. The remaining eleven (11) units will be moderately priced as compared to the average condominium sales price on the Portland peninsula market rate. The developer is requesting financial assistance through the creation of an Affordable Housing Tax Increment Financing District.

II. AGENDA DESCRIPTION

At a meeting held on May 5, 2020, the Economic Development Committee (4-0) voted to forward this item to the City Council with a recommendation for passage.

Under the terms of a Purchase and Sale Agreement between the City of Portland and Tom Watson & Co., LLC, related to the city sale of 82 Hanover Street, the buyer's post-closing obligations required construction of at least 23 units at property located at 104 Grant Street. Watson Renewal Grant LLC (WRG) is a partnership formed to meet that obligation. WRG is proposing to construct 23 condominium units on the 104 Grant Street site and is requesting financial assistance from the City in the form of an Affordable Housing Tax Increment Financing District and Credit Enhancement Agreement to assist with the cost of construction of the project.

The development district will include 23 units of workforce housing. The project will include 1 two-bedroom and 22 one-bedroom condominiums. Fifty-two percent (52%) or a total of twelve of the twenty-three units, will

be available for sale as workforce housing affordable to households at 120% of the area median income. The units will have affordability restrictions through the Affordable Housing TIF Program, MaineHousing's Subdivision Grant Program and the City's Inclusionary Zoning Ordinance. The units will range in size from 498 to 760 square feet. The sale price of the units will range from approximately \$203,000 to \$355,000. Twelve units will be priced below \$260,000 with eight of those units priced at \$203,064. This Project has received City Planning Board approval.

If approved, the Affordable Housing Tax Increment Financing will be provided through a Credit Enhancement Agreement that would return to the developer their actual costs paid on annual Project debt service based upon an annual maximum 75% capture rate for upwards of thirty (30) years with a total captured revenue cumulative "cap" or maximum. The cap would be the total cumulative TIF CEA payment amount equal to the total actual debt service cost. When the cap is reached the TIF CEA expires. Currently, 75% of the increased taxable value for 30 years is estimated at a 30-year annual average of \$91,649. The new assessed value is estimated at \$4.419 million which will yield \$3.99 million in increased annual assessed property value. The property has a current taxable value of \$419,600. Total development costs are estimated at \$6.5 million. At full build out the development district is projected to pay an annual average of \$122,199 in new taxes, of which an estimated \$30,550 (30-year annual average) will be non-captured general fund revenue. In addition, the city will continue to receive general fund revenues of \$13,472 (30-year annual average) on the original assessed value of the property.

This item must be read on two separate days. It received a first reading on June 15, 2020. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

The financial analysis for this Project found that the Project is unlikely to proceed with the inclusion of 12 units of affordable worker housing without the AHTIF CEA under the requested terms.

The City Council must (1) Authorizing the creation of the AHTIF district; and (2) approve the Credit Enhancement Agreement.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Establish an Affordable Housing Tax Increment Financing District to support the development of 23 condominium units.

Increase access to home ownership housing that is safe and affordable and accessible for working individuals and families.

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

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

The Housing and Community Development Division works with an independent consultant who performs third party underwriting reviews of all requests for City funding (local and federal resources), including Affordable Housing Tax Increment Financing requests. The financial analysis for this Project found that the Project is unlikely to proceed without the TIF CEA under the requested terms. A copy of the analysis is attached. Tax increment financing requests are reviewed by the Economic Development Committee with the Housing

Committee weighing in on affordable housing TIF requests.

The Economic Development Committee and the Housing Committee held a joint meeting on March 4, 2020 to review this request. At a meeting held on May 5, 2020, the Economic Development Committee (4-0) voted to forward this item to the City Council with a recommendation for passage.

VII. RECOMMENDATION

Staff is requesting City Council (1) approve the establishment of the 104 Grant Street Affordable Housing TIF District, (2) approve a Credit Enhancement Agreement with Watson Renewal Grant LLC and (3) authorize the City Manager, or his designee, to sign and submit to MaineHousing for approval, the documents to establish the district, in substantially the same form as enclosed.

VIII. LIST ATTACHMENTS

1. Designating 104 Grant Street Affordable Housing TIF 6.1.2020
2. Project Information for Council Packet
3. DEV PROG 104 Grant St Clean for Council 060420
4. Dec of Cov 104 Grant St Clean for Council 060420

Prepared by:

Mary Davis, Division Director

Date: 6/23/2020

KATE SNYDER (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
TAE CHONG (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**ORDER DESIGNATING THE 104 GRANT STREET AFFORDABLE HOUSING
DEVELOPMENT DISTRICT AND
TAX INCREMENT FINANCING DISTRICT AND ADOPTING THE
MUNICIPAL DEVELOPMENT PROGRAM FOR THE DISTRICT**

WHEREAS, the City of Portland is authorized pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, to designate specified areas within the City as an Affordable Housing Development Tax Increment Financing District, and to adopt a Development Program for such District; and

WHEREAS, there is a need for affordable housing in the City of Portland and the surrounding region; and

WHEREAS, Watson Renewal Grant LLC intends to construct certain improvements within the 104 Grant Street Affordable Housing Development Tax Increment Financing (“TIF”) District, including twenty-three (23) condominium units of which fifty-two percent (52%) or a total of twelve (12) of the twenty-three (23) units, will be available for sale as workforce housing, affordable to households at 120% of the area median income.

WHEREAS, the City of Portland will utilize 25% of the tax revenues generated in the District in its General Fund; and

WHEREAS, there is a need to provide continuing affordable housing opportunities for the workforce of Portland and the surrounding region; to improve and broaden the tax base of the City of Portland; and to improve the general economy of the City of Portland, the surrounding region and the State of Maine; and

WHEREAS, the 104 Grant Street Affordable Housing Development TIF District will help improve and broaden the tax base in the City of Portland; and improve the economy of the City of Portland and the State of Maine; and

WHEREAS, the City has held a public hearing on the question of establishing the District in accordance with the requirements of 30-A M.R.S.A. § 5223, upon at least ten (10) days prior notice published in a newspaper of general circulation within the City; and

WHEREAS, the City desires to designate the 104 Grant Street Affordable Housing Development and Tax Increment Financing District and adopt a Development Program for such District; and

WHEREAS, the City Council has considered the comments provided at the public hearing, both for and against the designation of the 104 Grant Street Affordable Housing Development TIF District, if any; and

WHEREAS, it is expected that approval will be sought and obtained from the Maine State Housing Authority, approving the designation of the 104 Grant Street Affordable Housing Development TIF District and Development Program for the District;

NOW THEREFORE BE IT HEREBY ORDERED BY THE CITY COUNCIL AS FOLLOWS:

That, under and pursuant to the provisions of Title 30-A, Chapter 206, Subchapter 3 of the Maine Revised Statutes as amended, the development program and financial plan entitled “104 Grant Street Affordable Housing Development District” as presented to this meeting and a copy of which is hereby incorporated herein by reference and as part of the minutes of this meeting, is hereby approved in substantially the form as presented as the Development Program for the District and for the reasons set forth therein, the City, after considering whether the District and the Development Program will contribute to the expansion of affordable housing opportunities within the City and to the betterment of the health, welfare or safety of the inhabitants of the City and whether any detriment to any existing property interest in the City, finds and determines that: designation of the District and pursuit of the 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 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, and the City further makes the other findings and determinations as set forth in said Development Program and the Exhibits thereto; and

BE IT FURTHER ORDERED, that the area of the City of Portland entitled “104 Grant Street Affordable Housing Development District” as more particularly described in said Development Program is hereby designated as an affordable housing development district and such designation shall automatically become final and shall take full force and effect upon receipt by the City of approval of the District by the Director of the Maine

State Housing Authority, without the requirement of any further action by the City, the Municipal Officers or any party; and

BE IT FURTHER ORDERED, that the percentage of increased assessed value of said District to be retained as captured assessed value in accordance with the Development Program is hereby established as set forth in the Development Program and Financial Plan; and

BE IT FURTHER ORDERED, that the City Manager is hereby authorized and directed, on behalf of the City of Portland, Maine to execute and submit to Director of the Maine State Housing Authority for approval such applications and further documentation as may be necessary or appropriate for final approval and establishment of the “104 Grant Street Affordable Housing Development District” and its Development Program and Financial Plan pursuant to 30-A M.R.S.A. Chapter 206, Subchapter 3; and the City Manager be, and hereby is, authorized and empowered, at his discretion, from time to time, to make such technical revisions to the Development Program for the District as he or she deems reasonably necessary or convenient in order to facilitate the process for review and approval of the District by the Director of the Maine State Housing Authority, so long as such revisions are not inconsistent with this Order or the basic structure and intent of the Development Program; and

BE IT FURTHER ORDERED, that the City’s Planning and Urban Development Director is authorized to submit annual reports on the status of the “104 Grant Street Affordable Housing Development District” on behalf of the municipal legislative body; and

BE IT FURTHER ORDERED, that upon approval of the Director of the Maine State Housing Authority, the City Manager is hereby authorized and directed on behalf of the City of Portland to execute and deliver a Credit Enhancement Agreement substantially in the form attached to the Development Program hereby approved, with such changes thereto as deemed appropriate by the City Manager.

104 Grant Street

EXECUTIVE SUMMARY

Watson Renewal Grant LLC (“WRG”), a partnership consisting of Tom Watson and Renewal Housing Associates LLC (collectively, the “Sponsors”), proposes to redevelop 104 Grant Street (the “Property”) into 23-units of homeownership workforce housing (the “Project”). The project will consist of 1 two-bedroom and 22 one-bedroom condominiums ranging in size from 500 SF to 750 SF. Eight (8) of the 23 units will be regulated under the City of Portland’s Inclusionary Zoning ordinance and the State of Maine’s Affordable Housing Tax Increment Financing Statute 30-A MRSA Sec 5247. An additional four (4) units will be regulated under the Maine State Housing Authority’s Subdivision Grant Program. The remaining units will be sold without deed restrictions. The prices for the ‘conventional’ units are projected to be below the average sales price for condominium units sold on the Portland peninsula.

The Sponsors’ goals for the Project are two-fold; one, ***to provide high quality homeownership opportunities to first-time homebuyers and middle-income Portland residents***. Second, ***to strengthen the Parkside neighborhood by increasing the number of owner-occupied housing units***.

The Project’s total development costs are projected to be \$6,495,000. The Sponsors will finance the acquisition and development of the Project with a combination of conventional construction financing and public subsidy. Specifically, WRG will raise ***\$5,175,000 in private funds*** through a traditional construction loan, private capital and a deferment of Sponsor sale proceeds and fees.

WRG will also generate \$1,320,000 in funding through the Maine’s Affordable Housing Tax Increment Financing program and Maine Housing’s Subdivision Grant Program. Specifically, under this application, the Sponsors are seeking to establish an AHTIF District in order ***to utilize 75% of the incremental tax revenue generated by the new condominium units to repay principal and interest on a \$1,050,000 loan (the “AHTIF Loan”), the proceeds of which will be used to construct the building***. A detailed schedule of the Project’s sources and uses is provided below. Attached as Exhibit A is an AHTIF Schedule.

SOURCES

Construction Loan	4,250,000
AHTIF Loan	1,050,000
Additional Sub Debt	270,000
Seller Note	215,000
Deferred Developer Fee Note	215,000
Sponsor Equity	495,000
Total	6,495,000

USES

Acquisition	405,000
Hard Costs	4,850,000
Soft Costs	907,000
Financing Costs	333,000
Total	6,495,000

PUBLIC BENEFITS

The Project will achieve a number of public benefits;

- ***Redevelop a non-conforming commercial building located in a residential neighborhood***

The Property currently consists of a vacant, single-story building that is non-conforming for both use and space (setbacks) for properties in the R6 Zone. The proposed building will meet current building codes, zoning and site plan requirements for new construction multifamily properties.

- ***Address an area of significant need within the Portland housing market; homeownership opportunities that are affordable to small, middle income households. Consider the following regarding the Portland market;***

- *More than 56% of all households are Non-Family and more than 40% consist of a single individual*
- *Middle-income (100% to 120% AMI) 1 and 2-person households earn between \$65,000 and \$90,000*
- *Middle-income households can generally afford homes priced between \$200,000 and \$300,000*
- *The average sales price of a condo on the Portland peninsula is \$440,000 (median = \$358,000)*

The Project will create 23 units of housing with estimated prices ranging from \$190,000 to \$355,000, with a projected average sales price below \$265,000.

- ***Preserve long-term affordability through deed restrictions***

The Project will create i) 8 units that are regulated under Portland's IZ ordinance and deed restricted to remain affordable to households at 110% AMI for a period of 30 years and ii) 4 additional units regulated under Maine Housing's Subdivision Grant Program and deed restricted to remain affordable to households at 120% AMI for a period of 10 years.

- ***Strengthen the Parkside Neighborhood***

The Parkside Neighborhood has traditionally had one of the highest concentrations of non owner-occupied properties in Portland. In addition, relative to other intown neighborhoods, Parkside has experienced a limited amount of investment to create new housing units – particularly serving the homeownership market.

The Project will in result in a direct investment in Parkside of more than \$4.8M and create 23 new homeownership opportunities in the neighborhood.

- ***Generate a high level of property tax revenue for the City of Portland's General Fund relative to other redevelopment scenarios***

Currently, 104 Grant generates less than \$10,000 in annual property taxes. If the Property is redeveloped as ***market rate rental housing***, it will produce approximately \$45,000 in taxes per year. Under the Sponsors' homeownership model, the Project will generate enough tax revenue to finance a \$1,050,000 AHTIF loan to pay for construction costs – ***and***, still contribute \$35,000 in annual tax revenue to Portland's General Fund.

Therefore, the net cost to Portland taxpayers to support a workforce homeownership development versus a market rate rental project is approximately \$10,000 per year.

SPONSOR INFORMATION

Tom Watson is the current owner of 104 Grant Street. In 1993, Tom started Port Property Management, a residential rental apartment management company based in Portland. Today, the company operates 65 rental properties, representing more than 1,300 apartments in the greater Portland market – with a high concentration of units located on Portland peninsula. The company prides itself on helping to stabilize and revitalize Portland’s downtown residential neighborhoods through professional, hands-on management and continuous investment in its real estate portfolio.

In addition to acquiring and upgrading existing rental properties, Tom has been involved in two major downtown housing development projects in Portland; i) The Hiawatha, 139 units of rental housing developed at Longfellow Square and ii) 117 Lofts, an historic restoration and conversion of the former Schlotterbeck & Foss office building into 56 units of rental housing serving the Bayside neighborhood.

Renewal Housing Associates LLC (“Renewal”) is a multifamily housing development company based in Portland, Maine. Renewal’s primary focus is renovating legacy affordable housing properties that require capital improvements and long-term use restrictions. The company also develops for-sale, infill housing projects targeting middle income and first-time homebuyers. Renewal’s principals are specialist in obtaining federal, state and local resources to create and preserve affordable and workforce housing. Since 2001, Renewal has invested more than \$275M to preserve and create more than 2,800 units of affordable housing in seven states and the District of Columbia.

In Portland, Renewal’s principals have completed two innovative urban infill projects—West Port Lofts and Onejoy—similar in scope and mission to the project proposed for 104 Grant Street. In each of these previous developments, blighted and non-conforming West End properties were acquired and redeveloped to create for-sale workforce housing serving middle-income households and first-time homebuyers. At Onejoy, Renewal successfully developed and sold the first for-sale Workforce Housing unit regulated under Portland’s Inclusionary Zoning Ordinance.

Renewal is majority-owned by **Leon N. Weiner & Associates Inc. (“LNWA”)**, a Delaware-based, fully integrated multifamily housing and real estate development company. Founded in 1949, LNWA and its affiliates have developed over 15,000 apartments and homes. Today, the company operates more than 6,900 housing units located in ten states and the District of Columbia. The company has extensive experience developing affordable, market rate and mixed-income housing serving both the for-sale and rental markets.

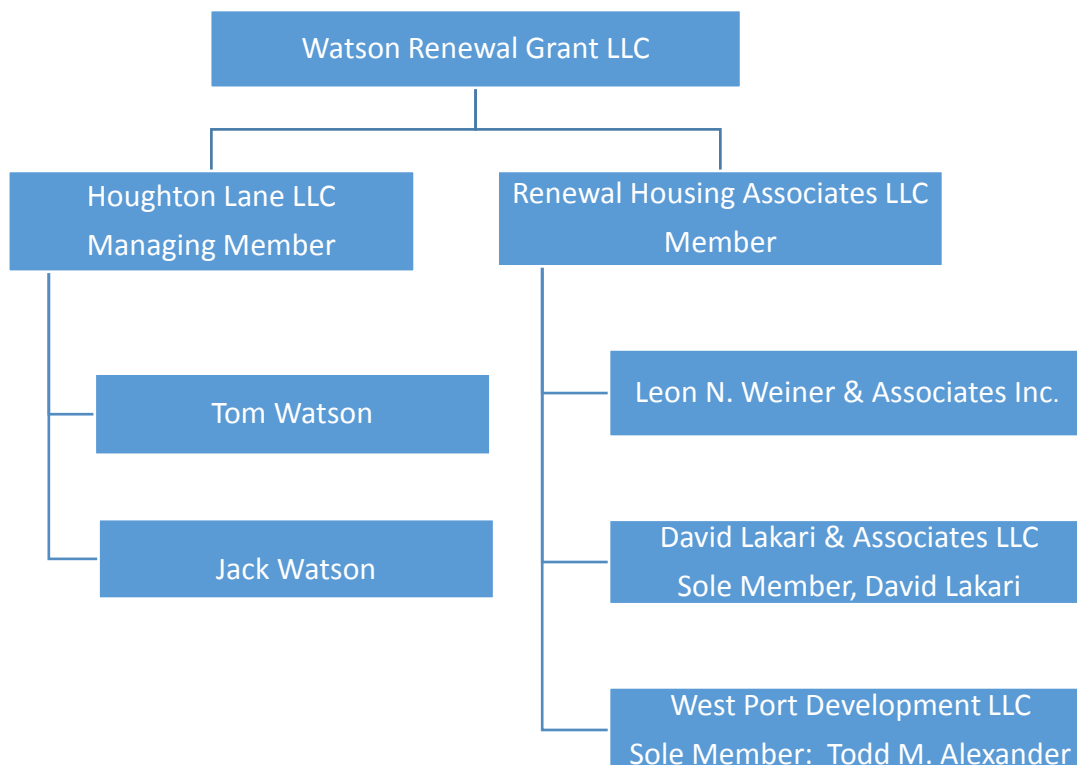
LNWA is mission-driven housing company. Each housing development, in which the company is involved has an affordability component. The company founder and namesake, Leon N. Weiner, was a tireless advocate for and national leader in the development of housing to serve people of all income levels. During Leon’s prodigious career, he was named Housing Person of the Year by the National Housing Conference and the Fair Housing Person of the Year by the United State Department of Housing and Urban Development. Leon served on President Lyndon Johnson’s Kaiser Commission on Urban Housing, which led to the cornerstone Housing Act of 1968. He was a Director for the Federal Home Loan Bank and President of the National Association of Home Builders. In 1979, Leon was inducted in the National Association of Home Builders’ Housing Hall of Fame, where he was recognized as “...***the conscience of the housing industry in America....***”

104 Grant Street

Our Approach: Renewal’s principals recognize every project has a unique set of characteristics and stakeholders. Ultimately, our job is to identify the stakeholders and their goals—and then marry these goals with the condition and circumstance surrounding a specific site or development. We view each project as a partnership—between owners, developers, municipal officials, neighborhood groups, investors, contractors and, ultimately, our residents. Our approach distinguishes us from other developers and owners; we value the opportunity to work on a diverse team with disparate goals, and we are comfortable serving in different capacities, ranging from traditional developer-owner to joint-venture partner. Most importantly, as part of a company that has been developing real estate since 1949, our primary focus is to find opportunities to work with people and organizations that are committed to the things that we believe define successful real estate development projects; ***a spirit of collaboration, a desire for shared success and a view toward long-term relationships.***

ORGANIZATIONAL STRUCTURE

The Property is currently owned by 104 Grant Street LLC, which consists of two members, Tom Watson and Jack Watson. The Sponsors have formed Watson Renewal Grant LLC to acquire, finance and redevelop the Property. The members of WRG are Houghton Lane LLC and Renewal Housing LLC. Tom Watson and Jack Watson are the sole members of Houghton Lane. The members of Renewal Housing are Leon N. Weiner & Associates, David Lakari & Associates and West Port Development LLC. Houghton Lane is the Managing Member of WRG and Tom Watson serves as its Manager. Below is an organizational chart.



104 Grant Street

THE PORTLAND PENINSULA CONDOMINIUM MARKET:

The case to support the development of affordable homeownership opportunities on the Portland peninsula:

What can the average Portland household afford?

	1-Person Household		2-Person Household	
	100% AMI	120% AMI	100% AMI	120% AMI
Annual Income	\$65,100	\$78,120	\$74,400	\$89,280
Monthly Income for Housing Costs (30%)	\$1,628	\$1,953	\$1,860	\$2,232
Target Sales Price	\$210,000	\$260,000	\$240,000	\$295,000
Down Payment ¹	\$14,700	\$18,200	\$16,800	\$20,650
Mortgage Amount	\$195,300	\$241,800	\$223,200	\$274,350
Monthly Mortgage Payment ²	\$999	\$1,237	\$1,142	\$1,404
Private Mortgage Insurance ³	\$81	\$101	\$93	\$114
Property Taxes	\$306	\$379	\$350	\$430
Property Insurance	\$70	\$80	\$75	\$85
Utilities ⁴	\$161	\$161	\$205	\$205
Total Monthly Housing Costs ⁵	\$1,617	\$1,957	\$1,864	\$2,237

1. Average down payment of first-time homebuyer is 7%. 2. Assumes 4.5% Interest Rate on mortgage loan

3. assumes .5% of loan amount annually

4. source Maine Housing Utility Allowance

5. Does not include homeowners association fees (condo) or maintenance costs (single-family)

How many units under \$300,000 are sold each year...and how many are available right now?

	Last 12 Months		Currently Available (Nov '19)	
	Units Sold	Average Price	Total Units	Months Supply
< \$200,000	11		2	2.18
\$200,000 to \$300,000	84		8	1.14
> \$300,000	177		109	7.39
All Condominiums	272	\$440,000	125	5.34

What percent of their income does a typical middle-income Portland household need to spend on housing costs to purchase a unit at the current average sales price?

	1-Person Household		2-Person Household	
	100% AMI	120% AMI	100% AMI	120% AMI
Annual Income	\$65,100	\$78,120	\$74,400	\$89,280
Monthly Income for Housing Costs (30%)	\$1,628	\$1,953	\$1,860	\$2,232
Sales Price	\$440,000	\$440,000	\$440,000	\$440,000
Total Monthly Housing Costs	\$3,182	\$3,192	\$3,231	\$3,241
Percent of Income Spent on Housing Costs	58%	48%	51%	43%

104 Grant Street

The following information is organized and formatted to correspond with the Maine State Housing Authority's Application for Affordable Housing Tax Increment Financing, Appendix A Checklist for Approval of District and Development Program.

LOCATION

The proposed location for the Affordable Housing Tax Increment Financing District is 104 Grant Street, Portland Maine 04102 (the "AHTIF District" or "District").

CBL: 48-C-8, City of Portland Tax Map E8NE.

DISTRICT DESCRIPTION:

- a. **Physical Description:** The District, 104 Grant Street, is located within the Parkside Neighborhood on the Portland peninsula. The District contains a single tax parcel, which consists of 14,261 SF, or .33 acres. The property currently contains a vacant single-story building that previously housed administrative offices and a maintenance facility for a real estate management company.
- b. **Municipal Map Showing District Boundaries:** A municipal map identifying the boundaries of the District is attached as Exhibit B.
- c. **Tax Map Showing District Boundaries:** A tax map identifying the District boundaries is attached as Exhibit C.

DOCUMENT AT LEAST 25% OF THE DISTRICT ACREAGE IS SUITABLE FOR RESIDENTIAL USE, BLIGHTED, OR IN NEED OF REHABILITATION/REDEVELOPMENT:

- a. **Percent Acreage Suitable for Residential Use:** The District is 14,261 SF, or .33 acres. 100% of the District is suitable for residential use.
- b. **Percent of Acreage that is Blighted:** None of the acreage in the District is currently blighted.
- c. **Percent of Acreage in need of Rehabilitation/Redevelopment:** 100% of the District is in need of redevelopment.
- d. **Physical Description to Support Above:** The District is highly suitable for multifamily residential redevelopment. As described below, the District is located in a R-6 Residential Zone, which is intended for high density multifamily uses. The District is completely surrounded by residential uses that are primarily high-density, multifamily properties in similar scale and form as the Sponsor's proposed development. The District is also in close proximity to employment centers (downtown Portland), health care centers (Maine Med and Mercy Hospital), services (downtown, Congress Street corridor and Bayside), civic institutions (City Hall, Post Office), public parks (Deering Oaks, Portland Trails System) and public transportation nodes.

In further support for the need of redevelopment, the existing building located in the District is vacant. It is a legal, non-conforming non-residential use within a residential zone.

104 Grant Street

- e. **Zoning Designation for District:** The District is located in the R-6 Residential Zone. As stated in the Portland Land Use Ordinance, the purpose of the R-6 Zone is: "... (a) to set aside areas on the peninsula for housing characterized primarily by multifamily dwellings at a high density providing a wide range of housing for differing types of households; and to conserve the existing housing stock and residential character of neighborhoods by controlling the scale and external impacts of professional offices and other nonresidential uses, (b) in cases of qualifying small, vacant, underutilized lots located in the urban residential and business zone, to encourage new housing development consistent with the compact lot development pattern typically found on the peninsula...."

The R-6 Zone also allows certain density bonuses and other incentives for developments that provide affordable and workforce housing units.

- f. **Allowed Uses in the Zone:** The R-6 Residential Zone primarily is intended for high-density, single-family and multifamily residential uses. Other permitted uses in the R-6 Zone include;
1. Lodging house;
 2. Cemeteries;
 3. Parks, and other active and passive noncommercial recreation spaces;
 4. Accessory uses customarily incidental and subordinate to the location, function, and operation of principal uses,
 5. Home occupations,
 6. Municipal uses,
 7. Special needs independent living units,
 8. Hostels

DISTRICT ACERAGE DIVIDED BY MUNICIPAL ACREAGE IS NOT MORE THAN 2%

- **Total District Acreage:** .33
- **Total Municipal Acreage:** 12,386
- **District Acreage as a Percent of Total Acreage:** .0027%

TOTAL ACERAGE OF ALL EXISTING AND PROPOSED DEVELOPMENT DISTRICTS IN MUNICIPALITY DIVIDED BY TOTAL MUNICIPAL ACREAGE IS NOT MORE THAN 5%. *(City of Portland to Complete)*

ORIGINAL ASSESS VALUE (OAV) OF DISTRICT *(City of Portland to Complete)*

OAV OF ALL EXISTING AND PROPOSED AFFORDABLE HOUSING DEVELOPMENT DISTRICTS IN THE MUNICIPALITY DIVIDED BY AGGREGATE TAXABLE PROPERTY VALUE AS OF APRIL 1ST BEFORE MAINE HOUSING APPROVAL IS NOT MORE THAN 5%. *(City of Portland to Complete)*

DEVELOPMENT PROGRAM STATE AND END DATES *(City of Portland to Complete)*

THE DEVELOPMENT PROGRAM MEETS AN IDENTIFIED HOUSING NEED IN MUNICIPALITY:

- a. **Description of Need:** Despite healthy residential development activity in recent years, Portland's housing market has remained relatively unaffordable. The problem remains particularly acute among homeownership opportunities on the Portland peninsula. As of December, 2019, the average sales price for a condominium (traditionally one of the most affordable forms of homeownership within a market) on the Portland peninsula was \$440,000. The median sales price was \$358,000.

Condominium prices in Portland's urban residential neighborhoods far exceed what an average household in Cumberland County can afford. Using the City of Portland's Inclusionary Zoning Maximum Sales Price formula, one to three person households (Portland's average household size is 2.08) at the 80% to 120% AMI levels, can generally afford homes in the \$150,000 to \$350,000 range.

Portland's lack of affordable homeownership opportunities significantly impedes the City's goals for future growth. According to the Portland's 2017 Comprehensive Plan, the City's 10-year population growth target is approximately 72,000 people (by 2027), up from 66,681 people today. To achieve this goal, the City needs to create approximately 2,557 new housing units. Given the disparity between average condominium prices on the Portland peninsula and median income levels, traditional first-time homebuyers and moderate-income households are priced out of Portland and must seek other markets in which to purchase a home.

Portland has identified Parkside as a neighborhood that benefits from moderate to high residential density—and, therefore, could accommodate some of the demand for new housing units. From the City's *2017 Comprehensive Plan, A Livable City*;

"...Portland has a number of neighborhoods that offer traditional urban densities — Munjoy Hill, the West End, **Parkside**, Deering Center, for example — and these neighborhoods are largely successful. Residents can access stores, schools, dining, and entertainment within walking distance of their homes. By foot or bike, they can easily reach transit, trails, and recreational opportunities. These characteristics are largely possible because of their density. Well-designed density is integral to healthy, walkable city neighborhoods...."

- b. **Description of How Development Program Meets Need:** The Project will address the for-sale affordable housing need in Portland by creating eight (8) homeownership units that will be deed restricted to remain affordable for households at or below 120% AMI for a period of 30 years. In addition, the Project will create 11 units that are not deed restricted, but will be moderately priced as compared to the average condominium sales price on the Portland peninsula.

- c. **Information on Housing Units Created:**

1. New Rental Units Created: None
2. Existing Rental Units Rehabilitated: None

104 Grant Street

3. New Single-Family Homes, Including Condominiums, Constructed: 23
4. Existing Single-Family Homes, Including Condominiums, Rehabilitated: None

DISTRICT MUST BE PRIMARILY A RESIDENTIAL DEVELOPMENT

- a. **Description of Residential and Non-Residential Uses in District and Acreage of Each:** 100% of the District will be redeveloped for residential uses. The Sponsors propose to construct a 4-story building, consisting of 23 units of housing (condominiums) and associated common areas serving the building (stairwells, hallways, elevator, HVAC/mechanical room, etc...). The District will also include a private parking lot dedicated for the future unit owners of the Project.
- b. **Description of Accessory Uses Relating to Residential Uses:** The only accessory uses within the District will be the condominium association common areas, such as the parking lot, bike storage, main entrance/lobby, HVAC/mechanical rooms and trash/recycling facilities.

AT LEAST 33% OF THE HOUSING UNITS IN THE DISTRICT MUST BE AFFORDABLE HOUSING

- a. **Number of new affordable rental units in District:** 0
- b. **Number of new affordable single-family, owner-occupied, including condominiums, in District:** 8 units – or 33% of the housing units in the development – will be deed restricted under the City of Portland’s Inclusionary Zoning Ordinance. An additional 4 units will be deed restricted under Maine Housing’s Subdivision Grant Program.
- c. **Total number of new housing units in District:** 23
- d. **Affordable housing units as a percent of total units:** 34.78% (just AHTIF); 52.17% including MH Subdivision Grant units.

MECHANISM TO ENSURE ON-GOING AFFORDABILITY *(City of Portland to Complete)*

OPERATION OF HOUSING AND FACILITIES IN DISTRICT

- a. **Description of housing and facilities in the District will be operated after completion:** The housing units developed at 104 Grant Street will be administered by a condominium association. The association will be governed by a board consisting of unit owners. The rules and regulations for the association will be set forth in the association declaration and bylaws.

The association declaration and bylaws are first established and created by the project Sponsors, who will serve as the declarant for the association. The declarant will oversee administration of the association through the development period, until condominium units are sold and administration is transferred to the association board. Under Maine statute, the administration and governance of the association transfers from the declarant to a board consisting of unit owners upon sale of 75% of the condominium units.

- b. **Entity responsible for operations:** The unit owners, through an elected board, are responsible for administering the operations of the condominium association. Typically, associations will hire a third-party management company for administrative and maintenance support.

The declarant will hire Gebhardt Property Management to oversee the day-to-day maintenance and operations of the building and association. GPM is based in Portland's West End neighborhood, in close proximity to the Project. The company has extensive experience managing condominium association properties located on the Portland peninsula. The Sponsors have worked with GPM on two similar condominium developments in the West End.

- c. **Source of operating funds:** The operations of the association will be funded by monthly condominium association dues paid by the unit owners. Dues will be set annually once the association adopts an operating budget for the year. The first annual budget and related monthly dues will be set by the declarant. The monthly dues are estimated to be \$250 per unit per month. A final budget and monthly dues will be set prior to commencement of construction, when the final building program design has received Site Plan and Subdivision approval.

SPECIFIC PLANNED USES OF TAX INCREMENT REVENUES FROM THE DISTRICT:

- a. **Description of each improvement, facility, program, or other activity included in the development program that may or will be funded in whole or in part with tax increment revenues:** The tax increment revenues will be used to repay principal and interest on a loan (the "AHTIF Loan"). The proceeds of the AHTIF Loan will be used to pay the direct construction costs associated with building the 23-unit condominium.
- b. **Improvements within the District:** The residential building constructed within the District is projected to cost \$4,850,000. The size of the AHTIF Loan is projected to be \$1,050,000. One hundred percent of the proceeds of the AHTIF Loan will be used during the construction period to pay costs that are part of the Sponsor's construction contract.
- c. **Improvement outside the district:** No improvements will be made outside of the District.
- d. **Amount of tax increment revenues inside and outside:** The AHTIF Loan will be repaid using the Project's share of tax increment revenue generated from the new condominium units constructed within the District.
- e. **Amount and source of other funding the development program:** See schedule on following page.

104 Grant Street

SOURCES

	% of Total	
Construction Loan	4,250,000	65.43%
AHTIF Loan	1,050,000	16.17%
Additional Sub Debt	270,000	4.16%
Seller Note	215,000	3.31%
Deferred Developer Fee Note	215,000	3.31%
Sponsor Equity	495,000	7.62%
Total	6,495,000	100.00%

USES

	% of Total	
Acquisition	405,000	6.24%
Hard Costs	4,850,000	74.67%
Soft Costs	907,000	13.96%
Financing Costs	333,000	5.13%
Total	6,495,000	100.00%

- f. **Timing of each planned improvement:** The Project will begin the site plan and subdivision application process in Q4 2019. Pending final regulatory approvals, the Project will close on its construction financing in Q2, 2020, with construction completion anticipated for Q3, 2021.

MUNICIPALITY MAY USE TAX INCREMENT REVENUES FROM A DISTRICT TO ESTABLISH A PERMANENT HOUSING DEVELOPMENT REVOLVING LOAN FUND OR INVESTMENT FUND: (Not Applicable)

A FINANCIAL PLAN FOR EACH YEAR THE DEVELOPMENT PROGRAM WILL BE IN EFFECT. (*City of Portland to Complete*)

RELOCATION PLAN FOR PERSONS TEMPORARILY OR PERMANENTLY DISPLACED BY DEVELOPMENT ACTIVITIES

The District currently consists of a vacant administrative office and maintenance facility. As such, there is no resident relocation required as part of the project.

DESCRIPTION OF ENVIRONMENTAL CONTROLS TO BE APPLIED

The Sponsors have engaged MAI Environmental, a South Portland-based environmental engineering firm for environmental consulting services during the development period. MAI Environmental has completed Phase II testing for the Property. The findings and associated soil management plans have been incorporated in the development program and budget.

104 Grant Street

DEVELOPMENT PROGRAM CONSISTENT WITH COMPREHENSIVE PLANNING *(City of Portland to Complete)*

DISTRICT NOT IN CONFLICT WITH MUNICIPAL CHARTER *(City of Portland to Complete)*

FOR MUNICIPAL DEBT FINANCING ONLY: (Not Applicable)

END, MAINE STATE HOUSING AUTHORITY AHTIF APPLICATION CHECKLIST

RENEWAL HOUSING ASSOCIATES LLC

January 21st, 2020

Mary P. Davis,
Division Director, Housing & Community Development Division
Planning & Urban Development Department, City of Portland
389 Congress Street Room 312
Portland ME 04101

RE: AHTIF APPLICATION, 104 GRANT STREET ("The Goodwin")

Dear Mary:

Thank you for the meeting to discuss the AHTIF application for 104 Grant Street. As discussed, I am providing this letter to update and clarify certain aspects of the project.

- **Unit Mix:** The project now consists of **23 one-bedroom units ranging in size from 488 SF to 768 SF.** The majority of units are between 610 and 620 SF.
- **Affordable Housing - Number of Units and Affordability Restrictions:** Under the financing plan proposed in our application, the affordability requirements at the project are as follows;
 - **City of Portland "Workforce Units":**
 - Two (2) Workforce Units with a 30-year deed restriction (Required 10% Units)
 - Six (6) Workforce Units with a 10-year deed restriction (Additional Workforce Units to meet state statute for AHTIF homeownership requirements)

Units will be regulated subject to the City of Portland's *Workforce Housing Agreement Declaration of Covenants, Conditions & Restrictions*

- **Maine Housing "Affordable Homeownership Units":**
 - Four (4) Affordable Units with a 9-year deed restriction

Units will be regulated subject to Maine Housing's *Declaration of Covenants & Restrictions*

Enclosed with this letter is a chart to fully detail the affordability restrictions on the project. Also, for your reference, I have enclosed information on Maine Housing's Subdivision Grant Program, as well as the state AHTIF Statute to document the 10-year deed restriction for homeownership projects.

Respectfully,



Todd M. Alexander





This map shows the Deering Oaks Park area. A red square marks the 'APPROXIMATE AHTIF DISTRICT' at the intersection of Grant St and Deering Ave. The map includes labels for Deering Oaks Park, Ice Arena, and various streets including Grant St, Sherman St, Cumberland Ave, Deering Ave, Melles St, State St, Avon St, and High St. A north arrow is located in the top right corner.

1. PROPERTY LINES OBTAINED FROM MAINE OFFICE OF GIS DATA CATALOG FOR CITY OF PORTLAND.
2. BACKGROUND IMAGERY OBTAINED FROM CITY OF PORTLAND PARCEL VIEWER ON 7/26/19.



DRAWING NO.
EX-B
19 of 31

EXHIBIT C: CITY OF PORTLAND TAX PARCEL MAP, AHTIF DISTRICT BOUNDARIES



Attachment 3. Project Pro Forma

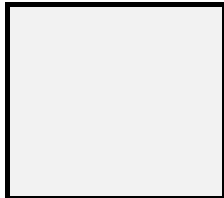
Exhibit A1: Development Pro Forma | 104 Grant Street

ACQUISITION		
Land Bldg	400,000	
Misc Closing Costs	5,000	
	SUBTOTAL	405,000
HARD COSTS		
Construction (GMP)	4,600,000	
Environmental (Remediation)	30,000	
Appliances	70,000	
Contingency	150,000	
	SUBTOTAL	4,850,000
SOFT COSTS		
A&E Design+Structural+Admin	165,000	
Interior Design	10,000	
GeoTech	20,000	
Civil+Survey	38,000	
Owner's Construction Rep	25,000	
Environmental (Reports+Fees)	45,000	
Special Testing Insp.	5,000	
FF&E + Signage	10,000	
Parking	40,000	
Developer Legal	50,000	
Site Plan Approval	10,000	
Building Permit + Fees	82,000	
Utility Connection Fees	60,000	
Adv+Marketing+Staging	25,000	
Insurance	30,000	
Property Taxes	15,000	
Stormwater Fees	2,000	
R.E. Transfer Tax	15,000	
Other Closing Costs	5,000	
Misc Soft Costs	10,000	
Developer Overhead	215,000	
Property Management	10,000	
Post Constr. Carrying Costs	20,000	
	SUBTOTAL	907,000
FINANCING COSTS		
Origination Fees	16,000	
SubDebt Subsidy Fees	5,000	
Lender 3rd Party Fees	13,000	
Lender Legal	15,000	
Title & Recording	7,000	
Interest Expense	200,000	
AHTIF Reserve	77,000	
	SUBTOTAL	333,000
	TOTAL	6,495,000

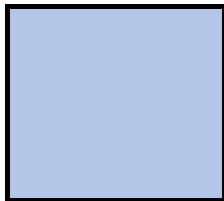
SCHEDULE OF DEED RESTRICTED UNITS

Unit	Bedroom	IZ Unit	AHTIF (IZ)	MH Unit
		10%	33.33%	
401	1			
402	1			1
403	1			
404	1			
405	1			1
406	1			
301	1			
302	1		1	1
303	1			1
304	1			1
305	1		1	1
306	1			
201	1			
202	1		1	1
203	1		1	1
204	1	1		1
205	1		1	1
206	1			
101	1			
102	1	1		1
103	1	1		1
105	2			
106	1			
TOTALS	24	3	5	12

DETAILED AFFORDABILITY MATRIX



Unit Type: Market Rate
Unit Count: 10 one-bedroom units and 1 two-bedroom unit
Maximum Sales Price: TBD by Market
Maximum Income, Qualified Buyer: Unrestricted
Form of Deed Restriction: None
Term of Deed Restriction: N/A



Unit Type: Workforce Housing, as Regulated by Maine Housing's Subdivision Grant Program
Total Unit Count: 4 one-bedroom units
Maximum Sales Price (as of 01.01.2020): \$260,000, adjusted for inflation annually by Maine Housing, per the terms of its Deed Restriction
Maximum Income, Qualified Buyer: \$93,000 for a 1 or 2-person household, as adjusted annually by MaineHousing
Form of Deed Restriction: Maine Housing Declaration of Covenants and Restrictions
Term of Deed Restriction: 9 Years



Unit Type: AHTIF + Workforce Housing, per Maine State Statute (30-A Chapter 205, Sec 5247) and City of Portland (Chapter 14, Division 30, Section 14-485)
Total Unit Count: 5 one-bedroom units
Maximum Sales Price (as of 01.01.2020): \$203,064, adjusted annually based on affordability formula for households at or below 110% AMI
Maximum Income, Qualified Buyer (as of 01.01.2020): 1-Person Household \$78,120, 2-Person: \$89,280
Form of Deed Restriction: Portland Workforce Housing Agreement, Declaration of Covenants, Conditions and Restrictions
Term of Deed Restriction: 10 Years*

**Note: Per Portland Land Use Code Section 14-487(e)7 and Portland *Implementing Guidelines for Developers of Homeownership Housing* page 7, the 'Additional Workforce Units' above the required 10% "...shall be affordable at the initial sale with no restrictions placed on subsequent sales of the unit...." Per Maine State Statute 30-A, Chapter 205 Section 5247(3)(E), Affordable Housing TIF owner-occupied units shall be affordable for at least 10 years*



Unit Type: IZ - Workforce Housing, per City of Portland (Chapter 14, Division 30, Section 14-485)
Total Unit Count: 3 one-bedroom units (Units 102, 103 and 204)
Maximum Sales Price (as of 01.01.2020): \$203,064, adjusted annually based on affordability formula or households at or below 110% AMI
Maximum Income, Qualified Buyer (as of 01.01.2020): 1-Person Household \$78,120, 2-Person: \$89,280
Form of Deed Restriction: Portland Workforce Housing Agreement, Declaration of Covenants, Conditions and Restrictions
Term of Deed Restriction: 30 Years*

**Note: Per Portland Land Use Code Section 14-487(e)7, the term of affordability on the required 10% Workforce Units is reduced to 30 years if the number of Workforce Units provided exceeds 25% of the units within the project.*

Attachment 4. Third Party Financial Analysis

MARKOVCHICK ADVISORS, LLC

Integrity driven value and service

David S. Markovchick, Principal

34 Tremolo Point Mt. Vernon, ME 04352 p: 207.293.2618 c: 207.446.7425 dsmarkovchick@gmail.com

To: Mary Davis, Division Director, Office of Housing & Community Development,
City of Portland
From: David Markovchick
RE: Watson Renewal Grant, LLC
Date: March 25, 2020

Executive Summary

The project sponsor is Watson Renewal Grant, LLC ("WRG"). WRG is a partnership between Tom Watson and Renewal Housing Associates, LLC, (collectively, the Sponsors). WRG proposes to redevelop 104 Grant Street, ("the Property") into 23 units of "home ownership work force housing", ("the Project). All units are proposed to be sold. The Project will consist of, one (1) two-bedroom unit, eight (8) units will be regulated under the City's Inclusionary Zoning, ("IZ") Ordinance and the State of Maine Affordable Housing Tax Increment Financing Statute. An additional four (4) units will be regulated under the Maine State Housing Authority's, (MSHA) Subdivision Grant Program. The remaining units will be sold without deed restrictions. WRG states, the prices for the conventional units are projected to be below the average sales prices for condominium units sold on the peninsula.

Sources and Uses of Funds:

<u>Sources:</u>			<u>Uses:</u>		
		<u>% of total</u>			<u>% of total</u>
Construction Loan	\$4,250,000	65.43%	Acquisition	\$ 405,000	6.24%
AHTIF Loan	1,050,000	16.17%	Hard Cost	4,850,000	74.67%
Additional Sub Debt	270,000	4.16%	Soft Costs	907,000	13.96%
Seller Note	215,000	3.31%	Financing Costs	333,000	5.13%
Deferred Dev. Fee Note	215,000	3.31%			
Sponsor Equity	<u>495,000</u>	<u>7.62%</u>			
TOTAL	\$6,495,000	100%	TOTAL	\$6,495,000	100%

Development Budget

The development budget consists of four major components: Acquisition Cost, Construction Costs (Hard Cost), Soft Costs, and Financing Cost. The budget is based on a proposal by WRG as supported by preliminary construction estimates of Benchmark dated August 7, 2020.

Acquisition cost

Acquisition cost represents the cost of acquiring the real estate at 104 Grant Street and related deminimis closing costs. The property is being acquired by WRG in a related party transaction. The sale price is \$400,000, represented as a discount over fair market value, supported by a broker's opinion of value dated February 28, 2020. Further noted is the fact that the property is currently assessed at \$419,600 by the City. It is represented that an option agreement between the parties to sell at the noted prices is in place. Based on a 23-unit condominium project this represents an acquisition cost \$17,391/ unit.

Construction Cost

Construction Costs (Hard Costs), of \$4,850,000 are supported in part by a dated proposed construction budget from August 7, 2019. The budget is based on preliminary site drawings with specifications abstracted from a project completed in the Spring of 2019. This was used for guidance purposes. The Budget that supports the hard cost estimate provides a base line cost of \$4,579,783 representing a difference of \$270,000 from the \$4,850,000 construction budget. This is explained as a contingency and allowance for certain final unit fit up costs.

Contingency:

The contingency of \$150,000 contained in the development budget represents 2% of the proposed budget. As presented the development budget is based on calculations that are approximately, seven months old and is therefore perceived to be a thin; due to time, material cost escalation, and lack of a revised development budget or firm construction contract(s).

Soft Costs

Soft costs represent 14% or \$907,000 of the total development budget of \$6,495,000. Of the \$907,000 of soft costs \$215,000 or approximately 24% represents developer overhead. Developer overhead represents only 3% of the total development budget.

Financing Costs

As proposed this project will be financed through the following structure, **(note as of the date of this analysis there are no executed commitments and/or term sheets for the proposed financing structure):**

Gorham Savings Bank has offered a preliminary term sheet for a construction loan of \$4,250,000 with a 4.75% interest rate. This construction loan is proposed to be a two-year interest only construction loan. The Bank will require principle reduction with sale of any units occurring within the two-year window of the construction loan. The balance of the loan is to be paid in full at the completion of construction.

Genesis Community Loan Fund has provided a letter of interest offering terms of 10/28 years on a \$1,050,000 AHTF loan. Interest only is payable during construction period. The specimen rate is 5.75%. Upon completion the loan amortizes on a 28-year term with a balloon payment at the end of the initial 10 years. Genesis is offering to consider a refinancing at the end of the 10 years.

Equity investments are offered in two Tranches. Houghton Lane and RHA will offer an initial investment of \$495,000 split 50/50 among the partners. WRG and its members will be responsible for any additional equity investments required to cover additional cost of construction or over runs. As of this writing no executed term sheets are provided.

Developer Financials

Watson Renewal Grant LLC is a partnership formed between Houghton Lane LLC and Renewal Housing Associates LLC. Tom and Jack Watson are the sole members of Houghton Lane. Members of Renewal Housing Associates are Leon N Weiner & Associates, Inc., West Port Development, LLC and David Lakari & Associates. Houghton Lane is the Managing member of WRG, and Tom Watson is its Manager.

Developer Financials are provided for Tom Watson (personal) dated December 2019 (unsigned). No statement for the development company of Tom Watson is provided. An audited financial statement for Leon N. Weiner & Associates, Inc. and Subsidiaries, Inc., dated December 31, 2018 is provided. Weiner's financials are a year old most likely due to the current calendar and tax season.

Watson's net worth is centered in real estate investments, both commercial and personal. The basis for evaluation of commercial property values is undetermined, the statement is provided on a stated basis. Debt/Net worth is a strong 47%. Personal Debt/Net Worth on a state value basis is 7% currently a reasonably strong liquidity of 34% of total personal assets.

The Weiner statement is audited with a qualified opinion, the result of different accounting treatment of certain assets based on accrual vs. cost basis accounting.

The balance sheet of 2018 reflects liquidity against total assets representing 12% of total assets. Based on total asset strength the company debt/net worth was 1.65x representing a moderate amount of leverage.

In a signed commitment WGR and its members represent that they will be responsible for additional equity investments to pay development cost overruns and repayment of primary construction loans that cannot be repaid through unit sales. WRG and its members are guarantors for each of the construction loans.

Operating Budget & 28 Year Cashflow Projection

Project Income:

This is a proposed two year build out project commencing with closing. During this period funding is anticipated to be provided by construction loans proposed by Gorham Savings Bank, Genesis (AHITF loan), a combination of developer(s) sub debt loans, pledged equity, and deferred fees. As of the date of this analysis the commitments are not yet confirmed via executed financing commitments or term sheets.

Exit construction revenues occur via the sale of the 23 condo units consisting of eight (8) City of Portland IZ units and four (4) units regulated by the MSHA's Subdivision Grants Program. The balance of the units is expected to be sold at below the average sales price of comparable unsubsidized units on the peninsula. Additional revenues are derived from the sale of 12 parking spaces, producing \$114,000 in additional project revenues.

The Bank's proposed first mortgage financing requires units that are pre-sold during construction have sales revenues applied to reduce principal for of its loan. The proformas factor in generation of this debt reducing cash during the second year of construction as pre-sold units. This is reflected in the following Operating Budget. TIF captured revenues flow to WRG commencing in year three for 28 years amortizing the proposed Genesis AHTIF loan over that period.

Operating Expense

For the first two years of the project operating expenses are matched to the project's only sources of revenue; the loans, partner equity capital, and deferred fees and subordinated debt. As previously mentioned, these are not sufficiently supported due to lack of executed documentation.

Based on the proposed budget the project debt service coverage is estimated as follows:

For the first year of construction coverage is 2.9x due to interest only expenses. In year two it jumps dramatically to 9.7x due to the estimated sale¹ of the 23 units and repayment of the bank loan. In years three to five it is estimated debt service coverage is break even at 1:1 with the commencement of proposed TIF recapture. Over the remaining years, aggregating the TIF revenue steam it is estimated that coverage will be a strong 1.9X coverage. Coverage during these years is improved with the progression of the increasing value of TIF revenues in the out years.

¹ The Bank will require pay down of construction principal with each unit sold prior to completion of the 2-year construction loan. An assumption is made that all units will be pre-sold in year two.

WATSON RENEWAL GRANT LLC
PRO FORMA OPERATING BUDGET
 Loan closing - to - 30-year Projection

SUMMARY (\$)	24 MONTH CONSTRUCTION		TIF RECAPTURE			
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEARS 6 - 28
Operating Revenue						
Total Unit Sales (1)		6,054,000				
TIF Captured Revenue (2)			76,464	77,994	79,554	2,599,088
Gorham Loan	4,250,000					
Genesis AHTIF Loan	1,050,000					
Sponsor Equity	495,000					
Sub Debt	270,000					
Seller Note	215,000					
Deferred Developer Fees	215,000					
Total Revenue	6,495,000	6,054,000	76,464	77,994	79,554	2,599,088

Operating Expenses						
Acquisition Costs	185,000	215,000				
Estimated Construction Costs	4,850,000					
Bank Loan Repayment (3)		4,250,000				
Soft Costs	907,000					
Financing Costs (non-interest)	133,000					
Amortization (4)			18,738	19,767	20,857	990,638
Interest (5)	164,220	164,220	57,553	56,524	55,435	376,447
Total Expenses	6,239,220	4,629,220	76,291	76,291	76,292	1,367,085

Net Income	255,780	1,424,780	173	1,703	3,262	1,232,003
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ASSUMPTIONS

1. Assumes units will be pre-sold by the end of construction.
2. TIF Recapture applied to project starting in years three (3) to 28.
3. Bank loan is to be paid in full at the end of construction. Bank requires pre-sold unit income to be applied to the construction loan.
4. As Proposed the AHTIF loan is a ten- year loan with a 28- year amortization with refinancing prospectively available at the end of ten years.
5. Interest expenses represent the interest expense on both the proposed bank loan (2 years) and AHTIF loan on a 28-year amortization.

Recommendations

Without the TIF, and in the absence of an affordable alternativeⁱ, it is unlikely the project would proceed to include 12 units of affordable worker housing. Without this the developer loses the incentive to generate below market rate worker housing.

Approval is recommended subject to the following as pre-approval conditions:

1. All required standard documentation for construction are obtained and reviewed to the satisfaction of the City.
2. Credit ratings are reviewed and found satisfactory to the City.
3. Signed and updated financial statements (audited and/or internally prepared) for the partners are obtained and satisfactorily reviewed.
4. All financing documents, including, but not limited to executed term sheets, financing commitments, construction contracts, partnership agreements, and option agreements are obtained and satisfactorily reviewed.
5. The assessed valuation of the property in its present condition and use is verified by the City.

ⁱ As of this writing current economic conditions exist in US financial markets that may open alternative economic incentives or alternative sources of affordable capital. Economic uncertainty may also delay projects of this nature requiring major budget revisions.

Attachment 5. TIF Model Spreadsheets

City of Portland - Affordable Housing (AH) TIF Model
 104 Grant Street; 048 C008001
[OAV: \\$419,600 ao 3/31/2020](#)
 2% Mil Rate Escalation
 75% Capture to AH TIF Project; 25% to City General Fund

City of Portland- TIF Projection Table for 104 Grant Street AH TIF										
TIF Year	Tax Year- April 1	Increased Assessed Value Real Prop.	% of Value Captured	Captured Valuation	Projected Mill Rate	Total Projected New Taxes Captured	Captured Revenue to Business Project Account	Captured Revenue to Municipal Project Account	City Non- Captured General Fund Revenues	City OAV General Fund Revenues
1	2020	\$0	75.00%	\$0	23.78	\$0	\$0	\$0	\$0	\$9,962
2	2021	\$0	75.00%	\$0	24.25	\$0	\$0	\$0	\$0	\$10,161
3	2022	\$3,999,820	75.00%	\$2,999,865	24.74	\$74,207	\$74,207	\$0	\$24,736	\$10,365
4	2023	\$3,999,820	75.00%	\$2,999,865	25.23	\$75,691	\$75,691	\$0	\$25,230	\$10,572
5	2024	\$3,999,820	75.00%	\$2,999,865	25.74	\$77,205	\$77,205	\$0	\$25,735	\$10,783
6	2025	\$3,999,820	75.00%	\$2,999,865	26.25	\$78,749	\$78,749	\$0	\$26,250	\$10,999
7	2026	\$3,999,820	75.00%	\$2,999,865	26.78	\$80,324	\$80,324	\$0	\$26,775	\$11,219
8	2027	\$3,999,820	75.00%	\$2,999,865	27.31	\$81,930	\$81,930	\$0	\$27,310	\$11,443
9	2028	\$3,999,820	75.00%	\$2,999,865	27.86	\$83,569	\$83,569	\$0	\$27,856	\$11,672
10	2029	\$3,999,820	75.00%	\$2,999,865	28.41	\$85,240	\$85,240	\$0	\$28,413	\$11,906
11	2030	\$3,999,820	75.00%	\$2,999,865	28.98	\$86,945	\$86,945	\$0	\$28,982	\$12,144
12	2031	\$3,999,820	75.00%	\$2,999,865	29.56	\$88,684	\$88,684	\$0	\$29,561	\$12,387
13	2032	\$3,999,820	75.00%	\$2,999,865	30.15	\$90,458	\$90,458	\$0	\$30,153	\$12,635
14	2033	\$3,999,820	75.00%	\$2,999,865	30.76	\$92,267	\$92,267	\$0	\$30,756	\$12,887
15	2034	\$3,999,820	75.00%	\$2,999,865	31.37	\$94,112	\$94,112	\$0	\$31,371	\$13,145
16	2035	\$3,999,820	75.00%	\$2,999,865	32.00	\$95,995	\$95,995	\$0	\$31,998	\$13,408
17	2036	\$3,999,820	75.00%	\$2,999,865	32.64	\$97,914	\$97,914	\$0	\$32,638	\$13,676
18	2037	\$3,999,820	75.00%	\$2,999,865	33.29	\$99,873	\$99,873	\$0	\$33,291	\$13,950
19	2038	\$3,999,820	75.00%	\$2,999,865	33.96	\$101,870	\$101,870	\$0	\$33,957	\$14,229
20	2039	\$3,999,820	75.00%	\$2,999,865	34.64	\$103,908	\$103,908	\$0	\$34,636	\$14,513
21	2040	\$3,999,820	75.00%	\$2,999,865	35.33	\$105,986	\$105,986	\$0	\$35,329	\$14,803
22	2041	\$3,999,820	75.00%	\$2,999,865	36.04	\$108,105	\$108,105	\$0	\$36,035	\$15,099
23	2042	\$3,999,820	75.00%	\$2,999,865	36.76	\$110,268	\$110,268	\$0	\$36,756	\$15,401
24	2043	\$3,999,820	75.00%	\$2,999,865	37.49	\$112,473	\$112,473	\$0	\$37,491	\$15,709
25	2044	\$3,999,820	75.00%	\$2,999,865	38.24	\$114,722	\$114,722	\$0	\$38,241	\$16,024
26	2045	\$3,999,820	75.00%	\$2,999,865	39.01	\$117,017	\$117,017	\$0	\$39,006	\$16,344
27	2046	\$3,999,820	75.00%	\$2,999,865	39.79	\$119,357	\$119,357	\$0	\$39,786	\$16,671
28	2047	\$3,999,820	75.00%	\$2,999,865	40.58	\$121,744	\$121,744	\$0	\$40,581	\$17,004
29	2048	\$3,999,820	75.00%	\$2,999,865	41.39	\$124,179	\$124,179	\$0	\$41,393	\$17,344
30	2049	\$3,999,820	75.00%	\$2,999,865	42.22	\$126,663	\$126,663	\$0	\$42,221	\$17,691
30 Year TIF Total		\$111,994,960		\$83,996,220		\$2,749,457	\$2,749,457	\$0	\$916,486	\$404,148
30 Year Average				\$2,799,874		\$91,649	\$91,649		\$30,550	\$13,472

Tax Shifts-Avoided Formula Impacts from Sheltering of Valuation: City of Portland - TIF Model for 104 Grant Street Affordable Housing TIF							
75% Sheltered - 30 years - 75% to Developer Project Account - 25% to City General Fund							
TIF Year	Tax Year- April 1	Total Added Valuation	Sheltered Valuation	Avoided Formula Impacts from Sheltering of Valuation			
				Avoided Loss of State Aid to for Education	Avoided Loss of State Municipal Revenue Sharing	Avoided Increase in County Tax	Total Avoided Impacts
1	2020	\$0	\$0	\$0	\$0	\$0	\$0
2	2021	\$0	\$0	\$0	\$0	\$0	\$0
3	2022	\$3,999,820	\$2,999,865	\$0	\$2,248	\$1,656	\$3,904
4	2023	\$3,999,820	\$2,999,865	\$8,280	\$2,248	\$1,656	\$12,184
5	2024	\$3,999,820	\$2,999,865	\$16,559	\$2,248	\$1,656	\$20,464
6	2025	\$3,999,820	\$2,999,865	\$24,839	\$2,248	\$1,656	\$28,743
7	2026	\$3,999,820	\$2,999,865	\$24,839	\$2,248	\$1,656	\$28,743
8	2027	\$3,999,820	\$2,999,865	\$24,839	\$2,248	\$1,656	\$28,743
9	2028	\$3,999,820	\$2,999,865	\$24,839	\$2,248	\$1,656	\$28,743
10	2029	\$3,999,820	\$2,999,865	\$24,839	\$2,248	\$1,656	\$28,743
11	2030	\$3,999,820	\$2,999,865	\$24,839	\$2,248	\$1,656	\$28,743
12	2031	\$3,999,820	\$2,999,865	\$24,839	\$2,248	\$1,656	\$28,743
13	2032	\$3,999,820	\$2,999,865	\$24,839	\$2,248	\$1,656	\$28,743
14	2033	\$3,999,820	\$2,999,865	\$24,839	\$2,248	\$1,656	\$28,743
15	2034	\$3,999,820	\$2,999,865	\$24,839	\$2,248	\$1,656	\$28,743
16	2035	\$3,999,820	\$2,999,865	\$24,839	\$2,248	\$1,656	\$28,743
17	2036	\$3,999,820	\$2,999,865	\$24,839	\$2,248	\$1,656	\$28,743
18	2037	\$3,999,820	\$2,999,865	\$24,839	\$2,248	\$1,656	\$28,743
19	2038	\$3,999,820	\$2,999,865	\$24,839	\$2,248	\$1,656	\$28,743
20	2039	\$3,999,820	\$2,999,865	\$24,839	\$2,248	\$1,656	\$28,743
21	2040	\$3,999,820	\$2,999,865	\$24,839	\$2,248	\$1,656	\$28,743
22	2041	\$3,999,820	\$2,999,865	\$24,839	\$2,248	\$1,656	\$28,743
23	2042	\$3,999,820	\$2,999,865	\$24,839	\$2,248	\$1,656	\$28,743
24	2043	\$3,999,820	\$2,999,865	\$24,839	\$2,248	\$1,656	\$28,743
25	2044	\$3,999,820	\$2,999,865	\$24,839	\$2,248	\$1,656	\$28,743
26	2045	\$3,999,820	\$2,999,865	\$24,839	\$2,248	\$1,656	\$28,743
27	2046	\$3,999,820	\$2,999,865	\$24,839	\$2,248	\$1,656	\$28,743
28	2047	\$3,999,820	\$2,999,865	\$24,839	\$2,248	\$1,656	\$28,743
29	2048	\$3,999,820	\$2,999,865	\$24,839	\$2,248	\$1,656	\$28,743
30	2049	\$3,999,820	\$2,999,865	\$24,839	\$2,248	\$1,656	\$28,743
30 Year TIF Total		\$111,994,960	\$83,996,220	\$645,811	\$62,947	\$46,377	\$755,135
30 Year TIF Avg.		\$3,733,165	\$2,799,874	\$21,527	\$2,098	\$1,546	\$25,171

CITY OF PORTLAND
104 GRANT STREET
AFFORDABLE HOUSING DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM
Date: , 2020

TABLE OF CONTENTS

104 Grant Street **Affordable Housing Development 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
- 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

104 Grant Street
Affordable Housing Development 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 104 Grant Street in Portland Maine. The area includes approximately .33 acres. 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. 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 104 Grant Street Affordable Housing Development 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. An Affordable Housing 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 capital debt service costs per 30-A M.R.S.A. §5249 and described in Section 2.03 hereof by Watson Renewal Grant LLC, its successors and assigns (the “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 Agreement attached hereto as Exhibit E hereto from the District available to the Developer pursuant to such Credit Enhancement Agreement (the “Credit Enhancement Agreement”). These revenues will be used either to pay or reimburse the Developer for Project Costs per Section 2.03 directly. All additional Project Costs will be the responsibility of the Developer, its successors or assigns. All tax increment revenues following expiration of the term of the Credit Enhancement Agreement 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.

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 Developer 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 Developer will be financed by Developer through equity of the Developer, its successors or assigns and the tax increment revenues from the District. As part of the Development Program, the City and Developer will enter into a Credit Enhancement Agreement pursuant to which the City will pay to Developer 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 Share) for the term of the District to pay Project Costs related thereto. All tax revenues from the District not payable to Developer under the Credit Enhancement Agreement 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. The Capital Project at 104 Grant Street involves the construction of approximately .33 acres, into an affordable housing neighborhood. The objective of the project is that 34% of the units in the District will be affordable housing, meaning a decent, safe and sanitary dwelling apartment or other living accommodation for a household whose income does not exceed 120% of the median income for the area as defined by the United States Department of Housing and Urban Development. This project consists of one four story building to be built which will contain a total of

twenty-three (23) units of owner-occupied housing with eight (8) of those units affordable to households that income qualify at or below 120% of the area median income. The zoning for the project assures that this number of units and this affordability objective will be met.

The 104 Grant Street project is projected to have a total local increased assessed valuation at build out of approximately \$3,999,820 based upon current real estate values and City assessment practices. Based upon the estimated tax rate upon completion, the project will pay approximately a thirty year annual average of \$91,649 in increased property taxes to the Developer 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 capital costs, including but not limited to the acquisition of land or construction of public infrastructure improvements for affordable housing development; the demolition, alteration, remodeling, repair or reconstruction of existing buildings, structures and fixtures; site preparation and finishing work; and all fees and expenses that are eligible to be included in the capital costs of such improvements, including but not limited to, licensing and permitting expenses and planning, engineering, architectural, testing, legal and accounting expenses. Project Costs are more explicitly defined in the Credit Enhancement Agreement as Qualified Reimbursable Costs.

B. Need for the Affordable Housing TIF. Over the 30-year TIF, the estimated average annual payment is \$91,649 (as set forth in Exhibit A). Developer’s Share of the Tax Increment Revenue is designated to pay Qualified Reimbursable Costs, as defined in the Credit Enhancement Agreement, for the project at 104 Grant Street. The Tax Increment Revenue described in section 3.04 will help pay for Qualified Reimbursable Costs, over a period of no more than 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. The property currently contains an empty one-story commercial/industrial building that is non-conforming with use and space for the zone. No businesses or persons will be displaced as a result of the development activities proposed in the District.

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. The Developer, its successor or assigns, will operate the improvements constructed by Developer 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. The duration of the District will be thirty (30) years after the tax year in which this Development Program was approved by the Director of the Maine State Housing Authority. The first Tax Year of the Development Program begins April 1, 2020 and the last Tax Year of the Development Program begins April 1, 2049.

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 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 area of the District is approximately .33 acres and thus such area represents less than 2% of the total acreage of the City. The total area of the District and the total area of all development districts, including this proposed district, in the City (which combined total is 694.851 acres) is 5.61% of total acreage in the City. Of that 694.851 acres, this includes 451.01 acres, in two exempt districts, a transit oriented district and a downtown/transit oriented district, which when subtracted from the 694.851 acres is 243.814 acres, representing 1.96% 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 and this proposed affordable housing development districts in the City is 9.5557 acres (0.08%) of the total acreage of the City and does not exceed 5% of the total acreage of the City;

(iii) The Original Assessed Value of the District is as set forth in Exhibit D hereto and the Original Assessed Value of all existing and proposed affordable housing development districts within the City is \$2,244,210 and such amount of Original Assessed Value does not exceed 5% of the total value of taxable property within the City as of April 1st preceding the date of the designation 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 Agreement provides a mechanism to ensure the ongoing affordability for a period of at least ten (10) years for home ownership units, which mechanism is the Declaration attached hereto as Exhibit I. The District is primarily a residential development on which 34% 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 Developer 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 104 Grant Street Affordable Housing Development 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 Developer, 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, 2020; (tax year April 1, 2019, Fiscal Year 2020). 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 Developer's Project Cost Account of the Affordable Housing Development Program Fund and pay such Tax Increment (Developer's Share) to

Developer in accordance with the terms of the Credit Enhancement Agreement to be entered between the City and the Developer.

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%. Such Captured Tax Increment Revenues will be returned to the Developer 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 Developer each year during the term of this Development Program will be an amount which shall be captured and retained to reimburse the Developer for Qualified Reimbursable Costs pursuant to the Credit Enhancement Agreement. The Tax Increment Revenues (Developer's Share) shall be equal to the corresponding fiscal year's projected allocation percentage for each payment according to Exhibit A, but Developer's Share will be an amount equal to the lesser of (1) the total amount of Developer's Qualified Reimbursable Costs for the prior Fiscal Year, or (2) all amounts then on deposit in the Developer Project Cost Subaccount. To the extent that the Qualified Reimbursable Costs in any given CEA Year exceed the amounts then on deposit in the Developer Project Cost Subaccount, then the Developer is eligible to receive payment for the unreimbursable portion of the year's Qualified Reimbursable Costs in a future year if and when the amounts on deposit in the Developer Project Cost Subaccount exceed the then current year Qualified Reimbursable Costs. In no event shall the total aggregate amount of Tax Increment Revenue (Developer's Share) during the term of the District exceed the lesser of (1) the cumulative amount of Qualified Reimbursable Costs paid to Developer's AHTIF Lender, or (2) Two Million Five Hundred Thousand (\$2,500,000). 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 Credit Enhancement Agreement 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 Agreement includes a provision for the recapture of certain amounts relating to any affordable housing units that are not maintained as affordable for a period of at least thirty years.

The amount of the Tax Increment Revenues on the Increased Assessed Value of all property in the District for each year during the term of the District to be allocated and paid to the Developer each year pursuant to the Credit Enhancement Agreement shall be equal to the product for each year during the term of the District of (a) the relevant Developers Percentage Allocation of the Tax Increment (Developer Share) for each year as computed as described above, times (b) the actual amount of the Tax Increment for each year. Such percentage allocations shall apply regardless of whether the actual Tax Increment Revenues each year are more or less than the Tax Increment Revenues as estimated or projected in Exhibit A of this Development Program, provided that in no fiscal year will the Developer's Share be less than 100% of the captured revenue through the term of the District.

An Affordable Housing Development Program Fund shall be established by the City consisting of a Project Cost Account. The Project Cost Account shall consist of the Developer's Project Cost Account (the "Developer's Project Cost Account"). The Developer's Project Cost Account will be pledged to and charged with payment of amounts due to Developer under the Credit Enhancement Agreement. Upon receipt of each payment of property tax with respect to property in the District, the City shall deposit into the Developer's Project Cost Account according to the terms of the Credit Enhancement Agreement that portion of each payment constituting the percentage of total actual Tax Increment for such year equal to the Tax Increment Revenues (Developer's Share). The amounts in the Developer's Project Cost Account shall be used and applied solely to fund the payments to Developer under the Credit Enhancement Agreement.

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

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 104 Grant Street project 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 \$23.78/\$1000 for the first year of the District. The amount of property taxes paid by owners of property in the District to City will be the same whether the project is included in a TIF district or not.

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 [enter date notice was published in the paper], 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 [enter date of city council meeting where public hearing occurred]. 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 [enter date of city council meeting] 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: _____

Jon P. Jennings City Manager,
City of Portland

CITY OF PORTLAND
Declaration of Covenants, Conditions and Restrictions for the 104 Grant Street Affordable Housing Tax Increment Financing District

This Declaration of Covenants, Conditions and Restrictions (the “Declaration”) is entered into 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 Watson Renewal Grant, LLC, a Maine limited liability company with a mailing address of c/o Renewal Housing Associates LLC, 2 Union Street, 5th Floor, Portland, Maine 04101 (“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 development of twenty-three (23) units of homeownership housing (the “Units”) located at 104 Grant Street, Portland, Maine (the “Development”), at least eight (8) of which Units shall be Workforce Units, as that term is defined herein; 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, because the Development consists of homeownership units, Developer has agreed to certain restrictions on the sale and resale of the Workforce Units, including restrictions on the price for which the Workforce Units may be sold, the parties who may purchase Workforce Units, and occupancy restrictions, all on the terms and conditions hereinafter provided; 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 shall be for the period beginning on the date of the approval of the District by the Director of the Maine State Housing Authority (the “Effective Date”). With respect to each Workforce Unit, as that term is defined below, this Declaration shall remain in full force and effect for a period of ten years after the date of the initial sale of such unit by the Developer (the “Qualified Project Period”).
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 or any portion thereof, a foreclosure or transfer of title in lieu of foreclosure, or the repayment of the AHTIF, 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, provided that the AHTIF is repaid within a reasonable period of time after such involuntary loss or substantial destruction.
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 improvements, which after completion of the work will contain a total of twenty-three (23) condominium units of homeownership 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 nature, size, number or location of the units in the Development and the facilities in the units. The Development’s declaration of condominium shall incorporate by reference, and be subject to, the provisions of this Declaration.
 - b. **Transfer to Qualified Buyer.** Except as may be set forth herein, Developer may sell, transfer, or otherwise dispose of a Workforce Unit only to a Qualified Buyer, as that term is defined herein. Any purported sale, transfer or other disposition to any other person or entity done without following the procedures set forth below, or in violation of the price limitations set forth below, shall be **null and void**. For purposes hereof, the parties agree that the term “**Qualified Buyer**” means a person or household with a gross income not exceeding 120% of the HUD Portland, Maine Metropolitan FMR Area Median Income figures for a household of that size as calculated by the City and which person or household must intend to and in fact occupy the Workforce Unit as their primary residence on a continuing basis. Workforce Units may not be rented out by the Developer or subsequent owner of a Workforce Unit (a “Workforce Unit Owner”) for short or long-term periods during the term of this Declaration. A Qualified Buyer may not qualify if any member of the household owns other residential real estate at the time of the Developer provides the City with a Notice of Intent, as that term is defined below. The City reserves the right to perform an asset test to help determine a

household's income.

- c. Household size/composition upon the unit's sale should be appropriate to the size of the unit. A one-bedroom unit has a minimum household size of one (1) person and a maximum household size of two (2) persons.
4. **Transfer to Owner's Heirs.** If a Workforce Unit Owner should die still owning a Workforce Unit during the term of this Declaration, then upon receipt of notice from the personal representative of the decedent's estate given within ninety (90) days of the death of such owner (or the last surviving co-owner if the Workforce Unit was owned in joint tenancy), the City shall, except for good cause shown, consent to a transfer of the Workforce Unit to one or more of the following:
- a. The spouse of the deceased owner (in cases where such spouse was not a joint tenant with owner); or
 - b. The child or children of the deceased owner; or
 - c. Member(s) of the deceased owner's household who have resided in the Workforce Unit for at least three years prior to the owner's death.

Any subsequent transfer by a transferee under A, B, or C, above, shall be subject to the terms of this Agreement.

5. **Notice to the City; Procedure for Sale.**

- a. In each instance that a Workforce Unit Owner intends to sell, transfer or otherwise dispose of a Workforce Unit to a third party, then prior to listing the Workforce Unit for sale or entering into a purchase and sale agreement, or otherwise taking any steps to consummate the sale of the Workforce Unit, the Workforce Unit Owner shall first give the City written notice of such intent (the "**Notice of Intent**") addressed to the City at the address set forth below or at such other address as the City shall provide to Developer by written notice.
- b. Within ten (10) days of receiving the Notice of Intent, the City shall determine (1) the qualifications and income guidelines for a Qualified Buyer hereunder, and (2) the Workforce Unit Owner's "**Maximum Allowable Price**" as determined under Section 5(d), below. The City shall communicate the results of such determinations to the Workforce Unit Owner within said ten (10) day period.
- c. The Workforce Unit Owner shall market Workforce Units to Qualified Buyers at a price not to exceed the Maximum Allowable Price. The City shall have the right in all cases to determine whether a proposed buyer is a Qualified Buyer, as defined herein. The City shall have ten (10) days from the date it receives all information about a prospective buyer necessary to determine if the prospective buyer is indeed a Qualified Buyer hereunder. The Workforce Unit Owner shall contractually require such potential

buyers to provide the City with whatever reasonable information the City requests in order to make the determinations required under this subsection. To the extent permitted by law, all information provided regarding any prospective Qualified Buyer shall be kept and maintained in confidence by the City. The Workforce Unit Owner shall require the Qualified Buyer to acknowledge and agree to be bound by the terms and conditions of this Declaration by executing an acknowledgment form in substantially the same form as that attached hereto as **Exhibit B** (the “Buyer’s Agreement”). As a condition of the purchase of any of the Workforce Units, the buyer shall assume, in writing, all of the obligations of the “Developer” hereunder with respect to said Workforce Unit. The Buyer’s Agreement shall be attached to and recorded in the Cumberland County Registry of Deeds with the deed from the Workforce Unit Owner conveying the Workforce Unit. A Workforce Unit Owner shall not be liable for the Qualified Buyer’s performance of its obligations under the Buyer’s Agreement.

- d. Maximum Allowable Price. The City will determine the Maximum Allowable Price for any sale of a Workforce Unit during the term of this Declaration based on the following calculations:
 - i. Begin by determining monthly income available for the Housing Expenses described below (“Monthly Housing Income”) by calculating 30% of the gross monthly income for a household earning 110% AMI as appropriate for the minimum household size for each Workforce Unit by bedroom type. $(\text{Household's } 110\% \text{ AMI} \times 0.30) / 12 = \text{Monthly Housing Income}$
 - ii. Housing Expenses covered by Monthly Housing Income include mortgage payments and other housing related expenses such as real estate taxes, mortgage insurance, condominium/homeowners association fees, property insurance, and utilities, as set forth below.
 1. Utilities included in Housing Expenses include electricity, heat, hot water, cooking energy, sewer, water, and trash collection. The City shall make reasonable assumptions based on a unit’s bedroom count as to the monthly cost of each utility. To determine what is reasonable, the City may utilize the figures estimated by HUD and distributed through the Portland Housing Authority annually for similar utility allowances based on a unit’s bedroom count. The City shall reserve the right to determine a different metric should the HUD figures be unavailable.
 2. Mortgage insurance will be estimated similar to current rates utilized by the Federal Housing Administration (FHA) or another reasonable method as determined by the City. Currently, for 30 year mortgages of less than \$625,000 with Loan to Value (LTV) ratios equal or less than 95%, the FHA utilizes a rate of 80 basis points on the mortgaged amount. The actual rate used in the calculation will be determined at the time the unit is marketed.

- iii. The Maximum Allowable Price will then be based on a 30 year fixed rate mortgage with a 5% down payment. It will be allowable for a Qualified Buyer to offer a larger down payment, but a down payment larger than 5% will not increase the Maximum Allowable Price of a Workforce Unit. Mortgage interest rates for the Maximum Allowable Price calculation will be the average national mortgage rate over the past thirteen years as determined by the Freddie Mac Primary Mortgage Market Survey or another source as determined reasonable by the City. The interest rate for the calculation will be determined at the time the unit is marketed.
 - e. Developer shall not segregate or physically isolate the Workforce Units from each other and from other units in the Development and the Developer shall use its best efforts to proportionately distribute the Workforce Units among each unit size in the Development.
- 6. **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 State Housing Authority shall be acceptable to the City.
- 7. **Real Estate Taxes.** Developer agrees that it shall pay all real estate taxes assessed on the Development during its ownership of the Development; provided, however, that a Workforce Unit Owner shall be responsible for paying all real estate taxes assessed on a Workforce Unit owned by that owner. Nothing contained in this section shall be deemed a waiver or limitation on Developer's or a Workforce Unit Owner's right to seek abatement of property taxes if they believe their property is over-assessed.
- 8. **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 sale and occupancy requirements described in this Declaration. 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.
- 9. **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.

10. **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.
11. **Modifications.** This Declaration may be amended or modified, in whole or in part, only by written agreement of all Workforce Unit Owners, the Developer and the City clearly expressing the intent to modify this Declaration.
12. **Severability.** The validity of any clause, part or provision of this Declaration shall not affect the validity of the remaining portions thereof.
13. **Successors and Assigns.** This Declaration shall be binding upon Developer's respective heirs, personal representatives, executors, administrators, successors, assigns, and all Workforce Unit Owners and shall inure to the benefit of and be enforceable by City, its successors, transferees and assigns.
14. **Governing Law.** This Declaration shall be construed in accordance with and governed by the laws of the State of Maine.
15. **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, or such other addresses as may from time to time hereafter be designated by notice given to the City as herein provided.
16. **Intercreditor.** This Declaration is subject to the terms and conditions of the Intercreditor and Subordination Agreement by and among Maine State Housing Authority, 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.

IN WITNESS WHEREOF, this Declaration has been duly executed by the Developer and City as of _____, 2020.

CITY OF PORTLAND

Witness

By:_____
Jon P. Jennings
Its City Manager

**State of Maine
Cumberland, ss.**

_____, 2020

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

Before me,

Notary Public/Attorney-at-Law

(Print or type name)

Developer signature page follows.

WATSON RENEWAL GRANT, LLC

Witness

By: _____
Name: Todd Alexander
Its Co-Manager

State of Maine
Cumberland, ss.

_____, 2020

Personally appeared the above named Todd Alexander, Co-Manager of Watson Renewal Grant, LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Watson Renewal Grant, LLC.

Before me,

Notary Public/Attorney-at-Law

(Print or type name)

EXHIBIT A

EXHIBIT B

**ACKNOWLEDGMENT AND RECEIPT OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE 104 GRANT STREET
AFFORDABLE HOUSING TAX INCREMENT FINANCING DISTRICT
Unit ____, 104 Grant Street, Portland, Maine**

I/We _____(insert buyer names) hereby acknowledge and agree that I am/we are in receipt of a copy of the Declaration of Covenants, Conditions and Restrictions for the 104 Grant Street Affordable Housing Tax Increment Financing District for 104 Grant Street between the City of Portland and Watson Renewal Grant, LLC dated ____, 2020, which was recorded at the Cumberland County Registry of Deeds at Book _____, Page _____ (the "Declaration") (a copy of which is attached hereto). I/We acknowledge and agree that the Declaration is binding upon our unit identified as Unit No. _____ at 104 Grant Street, Portland, Maine (the "Workforce Unit") and that as owner(s) of the Workforce Unit, I am/we are bound by the all of the provisions of the Declaration, including, without limitation, the restrictions on the sale and occupancy of the Workforce Unit. This Acknowledgment shall be recorded in the Cumberland County Registry of Deeds together with the deed conveying the Workforce Unit to me.

ACKNOWLEDGED AND AGREED TO ON THIS _____ DAY OF
_____, 20____.

BUYER

Witness

By:_____

Print Name:_____

**State of Maine
Cumberland, ss.**

_____, 2020

Personally appeared the above named _____ [Buyer] and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Notary Public/Attorney-at-Law

(Print or type name)

MEMORANDUM
City Council Agenda Item

FROM: Mary Davis, Division Director

DATE: June 23, 2020

SUBJECT: **Order 204 -19/20 Approving and Authorizing the City Manager to Enter Into the Credit Enhancement Agreement with Watson Renewal Grant LLC - Sponsored by the Housing Committee, Councilor Jill C. Duson, Chair and the Economic Development Committee, Councilor Justin Costa, Chair**

SPONSOR: Justin Costa, Chair of the Economic Development Committee
Jill C. Duson, Chair of the Housing Committee

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading **Final Action**

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

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

I. SUMMARY

This is a companion order to Order -19/20 above.

II. AGENDA DESCRIPTION

At a meeting held on May 5, 2020, the Economic Development Committee (4-0) voted to forward this item to the City Council with a recommendation for passage.

This is a companion order to Order 203-19/20 above.

This item must be read on two separate days. It received a first reading on June 15, 2020. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

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

VII. RECOMMENDATION

With of vote 4-0 the Economic Development Committee voted to forward this item to the City Council with a recommendation for passage.

VIII. LIST ATTACHMENTS

1. CEA 104 Grant St Clean for Council 060420

Prepared by:

Mary Davis, Division Director

Date: 6/23/2020

CREDIT ENHANCEMENT AGREEMENT

between

THE CITY OF PORTLAND, MAINE

and

WATSON RENEWAL GRANT LLC

DATED: _____, 2020

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS	1
Section 1.1. Definitions.	1
Section 1.2. Interpretation and Construction.	3

ARTICLE II

AFFORDABLE HOUSING DEVELOPMENT PROGRAM FUND AND FUNDING

REQUIREMENTS.....	4
Section 2.1. Creation of Development Program Fund.....	4
Section 2.2. Liens.....	4
Section 2.3. Captured Assessed Value; Deposits into Development Program Fund.....	5
Section 2.4. Use of Monies in Development Program Fund.	5
Section 2.5. Monies Held for Benefit of Developer.....	5

ARTICLE III

PAYMENT OBLIGATIONS.....	6
Section 3.1. Developer Payments.	6
Section 3.2. Failure to Make Payment.....	6
Section 3.3. Manner of Payments.....	6
Section 3.4. Obligations Unconditional.....	7
Section 3.5. Limited Obligation.....	7

ARTICLE IV

PLEDGE AND SECURITY INTEREST.....	7
Section 4.1. Pledge of and Grant of Security Interest in Developer Project Cost Subaccount.	7
Section 4.2. Perfection of Interest.....	8
Section 4.3. Further Instruments.....	8
Section 4.4. No Disposition of Developer Project Cost Subaccount.....	8
Section 4.5. Access to Books and Records.....	8

ARTICLE V

DEFAULTS AND REMEDIES	8
Section 5.1. Events of Default.	8
Section 5.2. Remedies on Default.....	9
Section 5.3. Remedies Cumulative.....	9

ARTICLE VI

EFFECTIVE DATE, TERM AND TERMINATION	10
Section 6.1. Effective Date and Term.....	10
Section 6.2. Cancellation and Expiration of Term.....	10

ARTICLE VII
ASSIGNMENT AND PLEDGE OF DEVELOPER'S INTEREST 10

Section 7.1. Consent to Pledge, Collateral Assignment Or Grant of a Security Interest.. 10
Section 7.2. Transfer.....11

ARTICLE VIII
MISCELLANEOUS 11

Section 8.1. Successors..... 11
Section 8.2. Parties-in-Interest..... 11
Section 8.3. Severability..... 11
Section 8.4. No Personal Liability of Officials of the City.....11
Section 8.5. Counterparts..... 12
Section 8.6. Governing Law..... 12
Section 8.7. Notices..... 12
Section 8.8. Amendments..... 12
Section 8.9. Records..... 13
Section 8.10. Reserved..... 13
Section 8.11. Integration..... 13
Section 8.12. Reserved..... 13
Section 8.13. Dispute Resolution..... 13
Section 8.14. Tax Laws and Valuation Agreement..... 14

EXHIBITS
Exhibit 1 Copy of District Map

THIS CREDIT ENHANCEMENT AGREEMENT dated as of [Enter Date, 2020], between the City of Portland, Maine, a municipal body corporate and politic and a political subdivision of the State of Maine (the “City”), and Watson Renewal Grant LLC, a Maine limited liability company (the “Developer”).

WITNESSETH THAT

WHEREAS, the City designated the *104 Grant Street Municipal 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 [Enter Date of Council Meeting, 2020], Order ____ - 19/20 (the “Vote”) and pursuant to the same Vote adopted an affordable housing development program, including a financial plan, for the District (the “Development Program”); and

WHEREAS, the City received the approval of the District and the Development Program by Maine State Housing Authority (“MSHA”) on [Enter Date of District Approval by Maine Housing] and anticipates the approval of the amended District and the Development Program by MSHA; and

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.

“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.

“Developer Project Cost Subaccount” means that portion of the Project Cost Account of the Development Program Fund for the District set aside for the Developer established and maintained according to Article II hereof.

“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 subaccounts further described herein.

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

“District” shall have the meaning given such term in the first recital hereto.

“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 Four Hundred and Nineteen Thousand dollars (\$419,600), the taxable assessed real property value of the District as of March 31, 2020.

“District” shall mean that portion of the District which is comprised of any real property portion of the District, or improvements thereon associated with the Project. A copy of the District map is attached hereto as Exhibit 1 as well as an informational map showing the Project in the District.

“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.

“Project” means the planned twenty-three (23) unit mixed-income housing project to be named the Goodwin 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.

“Qualified Reimbursable Costs” means certain annual Project debt service, more specifically defined as principal, interest and any fees, except late fees or other penalties incurred due to a default of the Developer, and charged by the Developer’s affordable housing tax increment financing lender (“Developer’s AHTIF Lender”) that are actually incurred and paid by the Developer.

“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 “104 Grant Street Municipal 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 Developer Project Cost Subaccount, 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 Developer Project Cost Subaccount 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 Developer Project Cost Subaccount 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, commencing with the April 1, 2020 Tax Year and continuing thereafter through the April 1, 2049 Tax Year (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 25% of the Increased Assessed Value is referred to herein as the Non-Captured Increased Assessed Value.

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.

(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 property tax payment constituting Tax Increment Revenues. The City shall allocate such 75% portion to the Developer Project Cost Subaccount. The remaining 25% portion of the property tax payment constituting Tax Increment Revenues 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.

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 Developer Project Cost Subaccount 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 Development Program and Title 30-A M.R.S.A. § 5249.

Section 2.5. Monies Held for Benefit of Developer.

All monies required to be deposited with or paid into Developer Project Cost Subaccount under the provisions hereof and the provisions of the Development Program, exclusive of any investment earnings thereon, 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, an amount equal to the lesser of (1) the total amount of Developer's Qualified Reimbursable Costs for the prior Fiscal Year, or (2) all amounts then on deposit in the Developer Project Cost Subaccount. To the extent that the Qualified Reimbursable Costs in any given CEA Year exceed the amounts then on deposit in the Developer Project Cost Subaccount, then the Developer is eligible to receive payment for the unreimbursed portion of the previous year's Qualified Reimbursable Costs in a future year if and when the amounts on deposit in the Developer Project Cost Subaccount exceed the then current year Qualified Reimbursable Costs. In no event shall the total aggregate amount paid to Developer during the term of this Agreement exceed the lesser of (1) the cumulative amount of Qualified Reimbursable Costs paid to Developer's AHTIF Lender, or (2) Two Million Five Hundred Thousand Dollars (\$2,500,000.00). Any funds remaining in the Developer Project Cost Subaccount after Developer has received all allowable payments under this Agreement shall be returned to the City's general fund.

(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 or personal 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 Developer Project Cost Subaccount.

Notwithstanding anything to the contrary contained herein, if, with respect to any Tax Payment Date, any portion of the property taxes assessed against real or personal property located in the District remain unpaid from successor owners of real or personal property within the District, 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 Developer Project Cost Subaccount.

(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 or personal 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 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 Developer Project Cost Subaccount until such property taxes assessed against real or personal property located in the District are paid in full.

(d) Annually, Developer will provide loan payment 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) On a bi-weekly basis 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 Developer Project Cost Subaccount 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 Developer Project Cost Subaccount and its obligation to make payment out of Developer Project Cost Subaccount 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 Developer Project Cost Subaccount 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 Developer Project Cost Subaccount.

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 Developer Project Cost Subaccount 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 Developer Project Cost Subaccount 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 Developer Project Cost Subaccount.

Except as permitted hereunder, the City shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in Developer Project Cost Subaccount 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 Developer Project Cost

Subaccount 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 Developer Project Cost Subaccount 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 sixty (60) 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.

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.

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. Following execution and delivery of this Agreement, the Agreement shall not be or become binding and enforceable until receipt of such unconditional approval. Upon receipt of such approval, this Agreement shall remain in full force from the Effective Date of the Development Program and shall expire March 31, 2050 or sooner 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 June 30, 2023.

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. If the City elects to exercise its right to terminate this Agreement due to a foreclosure of the Declaration, the

Developer shall have the right to attempt to reinstate and enforce the Declaration. If the Developer elects to exercise its right to reinstate and enforce the Declaration, it shall provide written notice to the City within 30 days of receipt of the City's notice of its intent to terminate the Agreement. The Developer will then have one (1) year to reinstate the Declaration or cause the Declaration to be reinstated by the foreclosing party; provided, however, that the City shall have no obligation to make payments to Developer hereunder after it provides the termination notice unless and until the Declaration is reinstated and in full force and effect.

Section 6.2. 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:

Watson Renewal Grant LLC
c/o Renewal Housing Associates LLC
2 Union Street, 5th Floor
Portland, Maine 04101

With a copy to:

Tom Federle
Federle Law
254 Commercial Street
Portland, ME 04101

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: Jon P. Jennings
Its City Manager

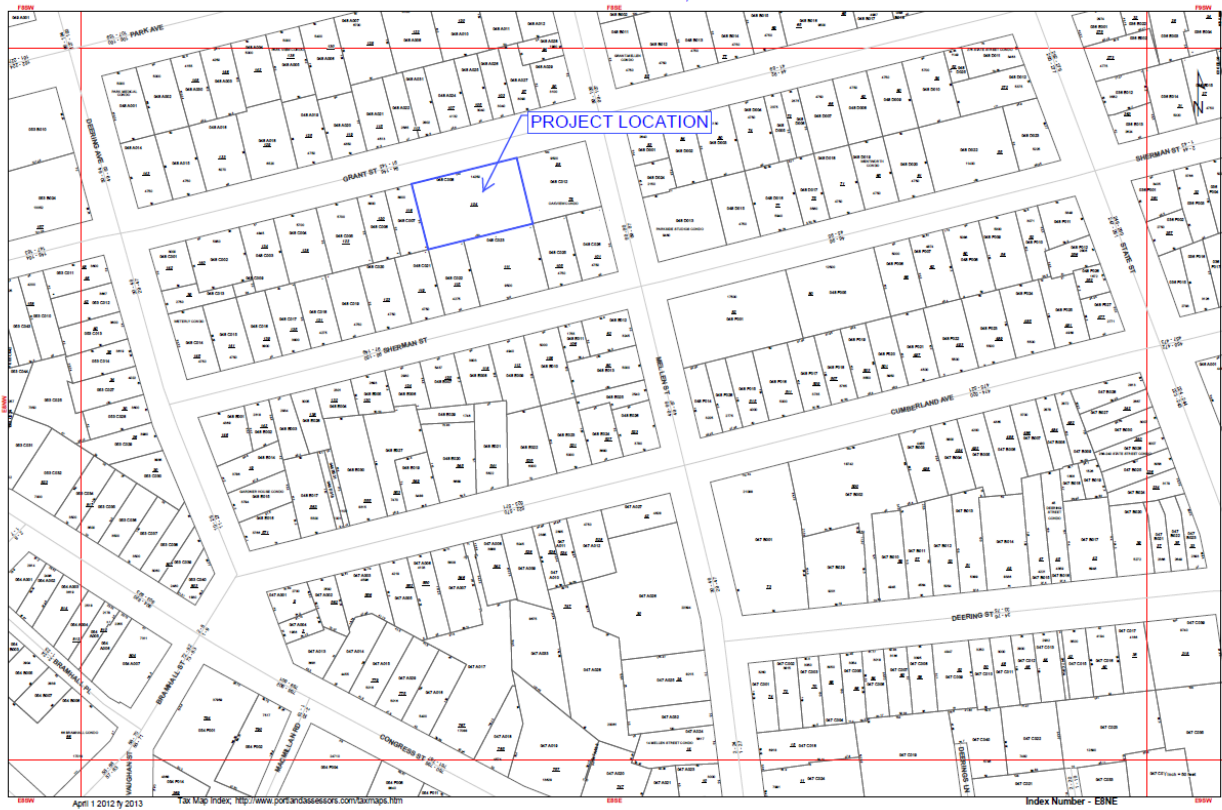
WATSON RENEWAL GRANT, LLC

WITNESS:

By: _____
Name: Todd Alexander
Its: Co-Manager

EXHIBIT 1

EXHIBIT C: CITY OF PORTLAND TAX PARCEL MAP, AHTIF DISTRICT BOUNDARIES



MEMORANDUM
City Council Agenda Item

FROM: Melissa Graffam

DATE: June 23, 2020

SUBJECT: **Order 205-19/20 Approving an Agreement between the Maine Department of Transportation and Portland Re: Improvements to Stevens Avenue - Sponsored by Jon P. Jennings, City Manager**

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

Can action be taken at a later date: No

PRESENTATION:

I. SUMMARY

City Council is being asked to approve the attached MaineDOT Municipal Partnership Agreement and authorize the City Manager to sign the agreement, which would allow the City to move ahead with its plans to pave Stevens Avenue between Forest Avenue and Clinton Street.

II. AGENDA DESCRIPTION

This project is part of the Maine Department of Transportation (MaineDOT) Municipal Partnership Agreement Program; the City administers the project and receives 50% funding from the state. By signing the partnership agreement, the City is able to proceed with the project and MaineDOT is obligated to pay for 50% of the estimated project cost, or \$500,000.00.

This item must be read on two separate days. It received a first reading on June 15, 2020. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

The Stevens Avenue paving project was originally planned for construction during the 2020 Calendar Year. The project construction will be in 2021.

The City wants to sign this agreement now to ensure that the MaineDOT funding is allocated for this project so work can proceed next year. The scope of the project includes a 2" mill and fill, curb work, ADA upgrades, re-installation of speed humps, and re-striping after final paving.

Construction work on this project is scheduled to begin after April 15, 2021 and be completed by Fall 2021. This project is classified as a pavement preservation project and is part of the MaineDOT MPI Program. The City will be responsible for 50% of the paving cost and 100% of any overages to the original estimate.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The Stevens Avenue paving project will improve the pavement surface and ride quality on a regionally important minor arterial. It will also improve the speed bumps here to help slow down traffic along a school route and improve pedestrian facilities by upgrading the sidewalk ramps. MaineDOT will pay for 50% of the project costs.

V. FINANCIAL IMPACT

The City is obligated to pay 50% of the estimated project cost, or \$500,000.00 and 100% of any overages due to added scope in the project area. The total City cost of this paving work, estimated to be \$500,000.00, would be paid from a FY21 CIP account established for pavement preservation. Please see the attached fiscal impact note for additional information.

VI. STAFF ANALYSIS AND BACKGROUND

This is a Minor Arterial in the City of Portland near multiple schools and businesses. Stevens Avenue was ranked with a low PCI when it was last evaluated and the City continues to receive public complaints about the condition of the road. Without this project, the road will continue to deteriorate.

VII. RECOMMENDATION

The Department of Public Works recommends approving and signing the subject agreement to allow the city to pave Stevens Avenue from Forest Avenue to Clinton Street in the 2021 construction season.

VIII. LIST ATTACHMENTS

1. Order Approving Agreement with MaineDOT and Portland Re Stevens Avenue 6.15.2020
2. Stevens Ave MDOT MPI Location Map (1)
3. Portland MPI Agreement Stevens Ave 21932.04
4. Stevens Ave Fiscal Impact - Fiscal Impact Note

Prepared by:

Melissa Graffam

Date: 6/23/2020

KATE SNYDER (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
TAE Y. CHONG (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER APPROVING THE AGREEMENT BETWEEN THE MAINE
DEPARTMENT OF TRANSPORTATION AND THE CITY OF PORTLAND
RE: IMPROVEMENTS TO STEVENS AVENUE**

ORDERED, that the Municipal/State Agreement between the Maine Department of Transportation and the City of Portland for improvements to Stevens Avenue, with Work Identification Number 21932.04, is hereby approved in substantially the form attached hereto: and

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



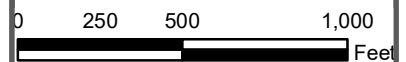
CITY OF PORTLAND, MAINE
DEPT. OF PUBLIC WORKS
212 CANCO RD, STE B,
PORTLAND, MAINE 04101
PHONE (207) 874-8846 FAX (207) 874-8852

Stevens Ave MDOT MPI Paving



MAY 2020

DRAWN BY: TSY



Internal Use Only	
TEDOCS #:	
CT#:	CSN#:

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION
MUNICIPAL PARTNERSHIP AGREEMENT**

WIN 21932.04

REGARDING PORTLAND STEVENS AVE

This Cooperative Agreement (AGREEMENT) is entered into by and between the MAINE DEPARTMENT OF TRANSPORTATION (“MaineDOT”), an agency of state government with its principal administrative offices located on Child Street, Augusta, Maine, and the **CITY OF PORTLAND** (“MUNICIPALITY”), a municipality in the State of Maine with offices located at **389 CONGRESS ST, PORTLAND, ME.**

WHEREAS,

Portland shall mill 2” and pave 2” with a HMA overlay and shim as necessary on Stevens Ave from Forest Ave to Clinton St at a width of approximately 48’. The length of the project is approximately 0.85 miles and includes reinstalling raised speed tables and reconstructing sidewalk ramps meeting ADA requirements. Repairs to curb and pavement are also included in this work.

Portland estimates this project at **\$1,000,000.00**

PORTLAND SHALL:

- A. Procure all contracts for and oversee the Projects on **Stevens Ave** for the Work outlined above.
- B. Cause such Work to be performed in accordance with a design by an engineer licensed in the State of Maine. The Licensed Engineer shall provide a certification to the Municipality and to MaineDOT that, in his/her professional opinion, the Project as designed will provide a smooth ride, not reduce the safety, mobility or structural quality of the state [state aid] road. All design documents must be stamped and signed in accordance with this provision by the Professional Engineer.
- C. Agree to secure all necessary Federal, State and Local permits necessary to complete the work. Portland also agrees to secure any needed property rights in accordance with all applicable State and Federal Law.
- D. Agrees that any exceptions to State Design Standards shall be documented as part of this process. This documentation shall compare the new design to the existing conditions for each of the exceptions to current design standards. Any such exceptions shall be displayed on the cover sheet for the Project plans with the signature and PE stamp of the engineer responsible for the design of the Project.
- E. Be responsible, within the Project limits, for the following:

- a. Ensuring that the safety of the corridor and the life of the resulting structural and design elements are equal to or better than existing conditions and design;
 - b. Ensuring that the structures, roadways and/or design features affected by the Project work shall, at a minimum, be of equal dimensions to the existing features or structures and shall be of improved quality in terms of materials and utility;
 - c. Ensuring that the Project does not introduce any unanticipated safety hazards to the traveling public;
 - d. Ensuring that the Project retains the same level of mobility or improves mobility of travel within the corridor;
 - e. Ensuring that the Project does not in any manner decrease the life expectancy of this component of Maine's transportation system; and,
 - f. Ensuring that the Project meets the most recent standards of Americans with Disabilities Act of 1990 (ADA) design requirements.
- F. Provide certification through their Engineer to MaineDOT that the Project is complete and was constructed as designed.
- G. Ensure that construction shall commence within EIGHTEEN (18) months and shall be certified complete within THIRTY SIX (36) months of execution of this agreement. **PORTLAND** may forfeit the unpaid balance of this grant if these deadlines are not met or they cannot demonstrate earnest and good faith efforts to meet them.
- H. Be responsible for or cause its contractors to be responsible for all damage to public or private property of any kind resulting from any act, omission, neglect or misconduct of **PORTLAND** or its contractors, including damage to vehicles passing through the Project limits.
- I. Bear all risk of loss relating to the Project and the Work regardless of cause.
- J. The signal hardware, if any, must be approved by the MaineDOT State Traffic Engineer, consistent with the future of the Mobility Report.

MAINEDOT SHALL:

- A. **Provide a maximum \$500,000.00 in State funds supporting the Work stated above.** Reimbursement will be made by the Department at a minimum of 1/3 project completion upon receipt of supporting cost documentation from the Municipality. Payments will be made per Appendix A attached. The Department's Region Engineer shall review the costs and certify their eligibility prior to reimbursement of Municipal Partnership Initiative Funds. Payment by MaineDOT Municipal Partnership Initiative funds shall not exceed **\$500,000.00** or 50% of the actual costs incurred and paid by the Municipality.
- B. **This project has been approved for Calendar Year 2020.** If the **Municipality** commences construction of the project as outlined above prior to January 1, 2020, the Municipality assumes the risk and responsibility for costs incurred, in the event that funding levels fall

below MaineDOT projections. If this occurs, the Municipality will not receive reimbursement from MaineDOT. Should the project commence prior to January 1, 2020, the MaineDOT will not accept request for reimbursement until after January 1, 2020.

PORTLAND and **MaineDOT** agree to function within all applicable laws, statutes, regulations, and AGREEMENT provisions; avoid hindering each other's performance; fulfill all obligations diligently; and cooperate in achievement of the intent of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT in duplicate effective on the day and date last signed.

CITY OF PORTLAND

Dated: _____

By: _____

Jon Jennings
City Manager

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

Dated: _____

By: _____

Bruce Van Note
Commissioner
MaineDOT

APPENDIX A
PROJECT SCOPE AND COST SHARING MAINE
DEPARTMENT OF TRANSPORTATION

Municipal Partnership Initiative Project

MUNICIPALITY OF PORTLAND

PROPOSED IMPROVEMENTS TO: STEVENS AVENUE

STATE PROJECT IDENTIFICATION NUMBER (WIN) 21932.04_

FUNDED CONSTRUCTION YEAR 2020

Project Scope: Mill 2" and pave HMA overlay and shim as necessary on Stevens Ave. from Forest Ave. to Clinton St. at approximately a 48' width and 0.85 mile length. Includes reinstalling speed tables, and reconstructing ADA ramps and repair to curb and pavement.

Funding Outline: The Total Project Estimated Cost is \$1,000,000 and the Parties agree to share costs through all stages of the Project under the terms outlined below.

Work Element	Municipal Share		State Share		Total Cost
	%	\$	%	\$	\$
Project Costs	50	500,000	50	500,000	1,000,000
PROJECT SHARES		500,000		500,000	1,000,000
Total Cost of Additional Work above agreement estimate	100%				
TOTAL ESTIMATED MUNICIPAL REIMBURSEMENT		500,000			

REIMBURSEMENT SCHEDULE:

Upon 1/3 project completion the municipality may begin invoicing the Department. Preferred invoicing interval is 1/3, 2/3, final, the Department will accept monthly invoices after 1/3 project completion with a maximum invoice submittal not to exceed 5 invoices.

DESIGN EXCEPTIONS REQUIRED: ☐ YES ☒ NO

Design exceptions where required for this project. Please see attached approval from MaineDOT Chief Engineer outlining design exceptions.

FISCAL IMPACT NOTE New Program Cost Data:	Year 1		Year 2		Year 3	
	City Rate	City / Sch Combined Rate	City Rate	City / Sch Combined Rate	City Rate	City / Sch Combined Rate
Example:						
ADD: NEW ITEM ANNUAL EXPENDITURES		\$0		\$37,500		\$37,500
LESS: TOTAL NEW ITEM ANNUAL REVENUES		\$0		\$0		\$0
=NEW ITEM NET TAX RATE IMPACT PROJECTION	\$0	\$0	\$37,500	\$37,500	\$37,500	\$37,500
New Program Impact to the Mil Rate	\$0.0000	\$0.0000	\$0.0047	\$0.0047	\$0.0047	\$0.0047
New Program % Impact on Mil Rate	0.0000%	0.0000%	0.0419%	0.0211%	0.0419%	0.0211%
Mil Rate Including New Program	\$11.3400	\$22.4800	\$11.3447	\$22.4847	\$11.3447	\$22.4847

Notes: The CIP impact will actually begin in 2021 and remain for the 20 year life of the bond.

MEMORANDUM
City Council Agenda Item

FROM: Mary Davis, Division Director

DATE: June 23, 2020

SUBJECT: **Order 206-19/20 Amendment to Portland City Code Chapter 6 Buildings and Building Regulations Re: Rental Application Fees - Sponsored by the Housing Committee, Councilor Jill Duson, Chair**

SPONSOR: Jill C. Duson, Chair of the Housing Committee
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

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

PRESENTATION: A member(s) of the Rental Housing Advisory Committee will be available for questions.

I. SUMMARY

The Rental Housing Advisory Committee recommends the City enact an ordinance to ban application fees for rental housing units.

II. AGENDA DESCRIPTION

On May 13, 2020, the Housing Committee voted (2-1) to forward this item to the City Council with a recommendation for passage.

On December 16, 2019 the Rental Housing Advisory Committee (RHAC) voted 5-3 to recommend to the Housing Committee that the City prohibit landlords from charging application fees.

The RHAC is charged with providing the Housing Committee with recommendations or proposals for improvements, modifications, or changes regarding landlord and tenant policy issues and identifying education opportunities, seminars, and materials that would be useful to landlords and tenants.

At the RHAC's first meeting on September 24, 2019, several members expressed concern that rental housing application fees are a significant barrier preventing low and moderate income residents from securing housing in Portland. City staff informed the committee that staff in the Housing and Community Development Division had heard concerns about application fee fraud and abuse and had made the Housing Committee aware of that issue.

The RHAC discussed the fact that there is no state law or city ordinance limiting application fees. There is no requirement that a fee charged be linked to the landlord's cost in running a background check. Tenants are also generally not in a position to know whether they have actually been considered for an apartment for which they have paid an application fee.

At the October 28, 2019 meeting of the RHAC members of committee articulated several areas of concern: landlords who collect application fees with no intention of renting to the applicant; landlords who collect

application fees from multiple applicants and do not conduct background checks; and landlord who do not supply copies of reports to applicants who are not selected as tenants. The group discussed the concern that application fees price low and moderate income tenants out of Portland at multiple meetings.

Members of the Committee proposed language banning fees phrased to allow only a security deposit and first month's rent to be charged at the beginning of a tenancy.

This item must be read on two separate days. It received its first reading on June 15, 2020. Staff is recommending that this item be postponed to October 5, 2020 to allow a Council Workshop on the issue to be held before that date.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Enact an ordinance to ban application fees for rental housing units.

Increase access to rental and home ownership that is safe, affordable, and accessible

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

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

VII. RECOMMENDATION

The Rental Housing Advisory Committee is requesting the City Council to enact an ordinance to ban application fees for rental housing units.

VIII. LIST ATTACHMENTS

1. Ch. 6 Sec. 6-223.1 Rental Application Fees 6.15.2020
2. RHAC Committee Memo re Application Fees

Prepared by:

Mary Davis, Division Director

Date: 6/23/2020

KATE SNYDER (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
TAE Y. CHONG (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**AMENDMENT TO PORTLAND CITY CODE
Chapter 6 BUILDINGS AND BUILDING REGULATIONS
RE: RENTAL APPLICATION FEES**

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

- 1. That Section 6-223.1 of the Portland City Code is hereby
added to read as follows:*

6-223.1. Rental application fees restricted.

At or prior to the commencement of any tenancy, no landlord may
require a tenant or prospective tenant to pay any amount in
excess of the following:

(a) Rent for the first full month of occupancy; and

(b) A security deposit as defined in 14 M.R.S. §6032.

MEMORANDUM

FROM: Rental Housing Advisory Committee
DATE: February 5, 2020
SUBJECT: Rental Application Fees

I. SUMMARY

The Rental Housing Advisory Committee recommends that the City enact an ordinance to ban application fees for rental housing units.

II. BACKGROUND

The Rental Housing Advisory Committee (RHAC) is charged with providing the Housing Committee with recommendations or proposals for improvements, modifications, or changes regarding landlord and tenant policy issues and identifying education opportunities, seminars, and materials that would be useful to landlords and tenants.

At the RHAC's first meeting on September 24, 2019, group members brainstormed issues of concern to landlords and tenants. Several members expressed concern that rental housing application fees are a significant barrier preventing low and moderate income residents from securing housing in Portland. City staff informed the committee that staff in the Housing and Community Development Division had heard concerns about application fee fraud and abuse and had made the Housing Committee aware of that issue. City staff informed the group that the Housing Committee suggested that application fees might be a topic the RHAC could take up.

The RHAC discussed the fact that there is no state law or city ordinance limiting application fees. There is no requirement that a fee charged be linked to the landlord's cost in running a background check. Tenants are generally not in a position to know whether they have actually been considered for an apartment for which they have paid an application fee. Mindful that RHAC's charge includes education, members of the group discussed whether there are education solutions to these issues.

At the October 28, 2019 meeting of the RHAC members of committee articulated several areas of concern: landlords who collect application fees with no intention of renting to the applicant, landlords who collect application fees from multiple applicant and do not conduct background checks, and landlord who do not supply copies of reports to applicants who are not selected as tenants. The group discussed the concern that application fees price low and moderate income tenants out of Portland at multiple meetings.

The RHAC discussed several ways to address application fees. Proposals included a limitation on the amount that could be charged, a requirement that fees collected be refunded to tenants, a requirement that landlords provide copies of background checks to tenants, a prohibition on charging application fees when a tenant provides a landlord with a copy of a recent background check, and a ban on application fees.

Members of the Committee expressed concern that landlords could continue charging application fees by giving those fees another name and the proposed language banning fees is phrased to allow only a security deposit and first month's rent to be charged at the beginning of a tenancy.

On December 16, 2019 the RHAC voted 5-3 to recommend to the Housing Committee that the City prohibit landlords from charging application fees. (the committee currently has 8 members because a tenant member resigned) The RHAC drafted a resolution at the December 16th meeting to accompany the recommendation to explain the committee's rationale and the RHAC approved the resolution 6-2.

III. ANALYSIS AND BACKGROUND

RHAC understands that the Housing Committee would like to see “more than anecdotal” evidence demonstrating that application fees are a significant problem in the community. RHAC members have researched this issue and we have not found any studies that are responsive to this request.

Pine Tree Legal Assistance (PTLA) was asked whether they track calls about application fees. RHAC member Katherine McGovern explained that PTLA tracks cases based on the legal issue involved and so can provide data on the number of tenants who called about issues like evictions or security deposits but because there are no state or local laws limiting application fees, inability to afford application fees is not categorized or tracked as a legal problem. Ms. McGovern shared throughout the RHAC’s discussion about this issue that PTLA’s clients struggle to find affordable housing in Portland and application fees are a significant problem for PTLA’s clients.

RHAC co-chair Meredith Cook, who has worked as a housing specialist at Through These Doors and is currently employed by Preble Street as the Maine Hunger Initiative Social Change Advocate, told the committee that application fees are such a significant barrier for low-income tenants that Preble Street caseworkers searching for housing with clients do not even apply with landlord who charge application fees.

RHAC member Wendy Harmon conducted a survey of members of the Southern Maine Landlord Association regarding members’ practices regarding application fees. Ms. Harmon submitted the results of the survey to the group and these results are attached. Some members reported not charging application fees and those that charge application fees reported that they charge between \$25 and \$50 per adult applicant. Landlords who charge application fees reported collecting those fees from somewhere between one and nine applicants per available apartment.

Each RHAC meeting has included time for public comment. At the November 25, 2019 RHAC meeting three members of the public offered their views and testimony about their experiences with application fees. Jenna Dorr described her family’s experience of scrambling to find new housing and spending more than \$500 in application fees without know whether background checks were actually being conducted or whether they were truly being considered for apartments. Alyssa Floyd described paying application fees and never knowing why she was not offered an apartment. Jim Devine encouraged the committee to propose rules that are easy to understand and coherent. (Public comment for this meeting is summarized the meeting minutes and in the Bangor Daily News story attached).

IV. RECOMMENDATION

RHAC recommends that the following provision be added to Chapter 6 of the City’s ordinances:

“At or prior to the commencement of any tenancy, no lessor may require a tenant or prospective tenant to pay any amount in excess of the following:

- (i) Rent for the first full month of occupancy; and
- (ii) A security deposit as defined in 14 MRS 6032”

V. LIST ATTACHMENTS

1. Resolution including proposed ordinance language submitted to the Housing Committee
2. “Renters say application fees a barrier to living in Portland’s pricey housing market.” Bangor Daily News article by Nick Schroeder, December 2, 2019
3. “Unregulated application fees make Portland’s housing crisis even more expensive for renters.” Maine Beacon, October 17, 2019

4. Examples of ordinances/statutes from other jurisdictions: Minnesota, Oregon, Minneapolis
5. Survey of Southern Maine Landlord Association members conducted by Wendy Harmon.

Prepared by: Katherine McGovern and approved by the Rental Housing Advisory Committee on a vote of 5-3

Date: February 5, 2020

Resolution

WHEREAS, application fees are a significant barrier to low and moderate income people in finding housing in the City of Portland; and

WHEREAS, tenants are likely to pay multiple fees before finally securing housing, and

WHEREAS, there are no laws in Maine regulating application fees.

THEREFORE BE IT RESOLVED, the Rental Housing Advisory Committee sees application fees as a significant burden on tenants when securing housing; and

THEREFORE BE IT FURTHER RESOLVED, the Rental Housing Advisory Committee recommends to the City Council Housing Committee to address this concern through the recommended policy change in City ordinance, below.

Application Fee Ban:

At or prior to the commencement of any tenancy, no lessor may require a tenant or prospective tenant to pay any amount in excess of the following:

- (i) Rent for the first full month of occupancy, and
- (ii) A security deposit as defined in 14 MRS 6032

MEMORANDUM
City Council Agenda Item

FROM:

DATE: June 30, 2020

SUBJECT: Order 10-20/21 Extending the Emergency Proclamation - Sponsored by Mayor
Kate Snyder

SPONSOR:

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

This order extends the Emergency Proclamation, as amended last by Order 177-19/20, through September 9, 2020. It maintains various provisions, including language that allows street closings for outside dining and shopping, and remote meetings for various city functions.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

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

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Amendment to Proclamation Re Extension of Emergency 7.13.2020

Prepared by:

Date: 6/30/2020

KATE SNYDER (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
TAE Y. CHONG (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

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

**ORDER EXTENDING
THE EMERGENCY PROCLAMATION**

ORDERED , that the Proclamation Declaring the Continued State of Emergency and Requirement to Stay at Home, issued by the City Manager Jon P. Jennings on March 24, 2020, and renewed, extended, and amended by the Portland City Council on March 30th, April 13th and April 27th, 2020, repealed with certain provisions retained on May 4, 2020 and amended and extended as Order 177-19/20 is hereby amended as follows to include all the provisions of Order 177-19/20 and to extend the State of Emergency to September 9, 2020 and

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

EMERGENCY PROCLAMATION

WHEREAS, there is currently an outbreak of novel coronavirus disease 2019 (“COVID-19”), a respiratory illness, first detected in Wuhan City, Hubei Province, China, and it continues to expand to a growing number of international locations, including the United States; and

WHEREAS, on January 31, 2020, the United States Secretary of Health and Human Services announced a nationwide public health emergency to respond to COVID- 19; and

WHEREAS, on March 11, 2020, the World Health Organization (the “WHO”) declared that global health crisis involving COVID-19 is a pandemic; and

WHEREAS, on March 12, 2020, the State of Maine identified and confirmed its first case of COVID-19; and

WHEREAS, on March 13, 2020, the City of Portland, Maine identified and confirmed its first case of COVID-19; and

WHEREAS, on March 16, 2020, the City of Portland declared an emergency and issued an emergency proclamation wherein in, among other things, restaurants and bars were to be closed for in-person gatherings and only open for take-out dining; and

WHEREAS, on March 19, 2020 the Federal Cybersecurity and Infrastructure Security Agency issued guidance identifying 14 critical infrastructure sectors whose workers provide services and functions that are essential to maintain in order to support a strong response to COVID-19 pandemic; and

WHEREAS, as of March 29, 2020, there are 253 cases in the State of Maine, and 74 cases in Cumberland County of COVID-19; and

WHEREAS, on March 18, 2020, the Maine Supreme Judicial Court issued a Revised Emergency Order and Notice from the Maine Supreme Judicial Court [Regarding] Courthouse Safety and Coronavirus (Covid-19), in which the Court ordered that cases involving Forcible Entry and Detainer (evictions, landlord/tenant) will not be heard or scheduled by any Maine court before May 1, 2020, which was followed by revisions including one issued on June 5, 2020 as the Pandemic Management Order from the Maine Supreme Judicial court Consolidating, Ratifying, and Superseding the Previous Orders [...]; and

WHEREAS, the City of Portland is the largest city in Cumberland County, and is the service center for the region; and

WHEREAS, COVID-19 has been detected in millions of people worldwide and is primarily spread from person to person; and

WHEREAS, COVID-19 is easily transmitted, especially in group settings, and it is

essential that the spread of the virus be slowed to protect the ability of public and private health care providers to handle the influx of new patients and safeguard public health and safety; and

WHEREAS, Governor Janet T. Mills first issued an executive order on March 15, 2020 prohibiting gatherings of more than ten (10) people throughout the State, and closing all restaurants and bars dine-in facilities and has since implemented a phased reopening plan for the state; and

WHEREAS, under conditions of this emergency, the City of Portland recommends and encourages all landlords throughout the City to not undertake or process any evictions; and

WHEREAS, the Constitution of Maine, Article VIII, Part Second and 30-A M.R.S. § 3009 empowers municipalities with broad authority to enact ordinances affecting life, health, or safety, including ordinances relating to pedestrian and vehicular traffic on City streets; and

WHEREAS, during this state of emergency, the City of Portland must consider the welfare of its businesses while protecting the health and welfare of its citizens; and

WHEREAS, in light of the foregoing, the Portland City Council deems it proper and necessary to temporarily suspend certain provisions of the Portland City Code of Ordinances relating to traffic, outdoor dining and retail service, and parking in City streets for the purposes of allowing businesses to reopen or continue operating without undue hardship while also maximizing physical distancing;

NOW THEREFORE, BE IT ORDERED, that the Mayor and City Council of the City of Portland, do hereby declare and order as follows:

1. A civil state of emergency continues to exist within the City of Portland.
2. This Proclamation is issued in accordance with, and hereby incorporates by reference, Governor Mills' FY 19/20 Executive Order Numbers 14, 19, 28, 34, 49, 50, 53, 55, 56, and 57, as amended from time to time, and any other Executive Orders hereinafter issued by the Governor relating to Covid-19 and that, by their terms, are applicable to individuals and businesses within the City of Portland, and any interpretive guidance issued by the State regarding those Orders including, but not limited to, the implementation of the State's Restarting Plan, which are all also hereby incorporated into this Order by this reference.
3. For the duration of this proclamation, and except as expressly stated herein, all provisions of the City Code permitting dogs to be off leash and under voice control on public streets or publicly owned or publicly accessible property are suspended during the hours between 10:00 a.m. and 5:00 p.m. All dogs on any public street or publicly owned property must be controlled by a leash of not more than the specified lengths permitted under Chapter 5 of the Portland City Code for particular parks or

publicly owned property during those aforementioned hours, except that dogs shall continue to be permitted to be under voice control in the Ocean Avenue Dog Park and the Valley Street Park.

4. The laws and rules outlined in the Land Use Code, including, but not limited to, the Site Plan, Subdivision, Historic Preservation Ordinance, and other procedures applicable to the City planning and land use application and review processes contained in Chapter 14, to the extent they impose limitations on the amount of time permitted for the holding of public hearings, the certification of applications, the holding of neighborhood meetings, the submission of recommendations, any required or necessary voting, the taking of final actions, and the issuance of determinations, are suspended, and any such time limitations are tolled for the duration of this Proclamation.
5. The neighborhood meetings required in Chapter 14 of the City Code may be conducted by an applicant remotely through telephonic, video, electronic or other similar means of remote participation under the following conditions:
 - A. Notice of the neighborhood meeting has been widely given to the parties required by the City's code to receive notice by electronic, telephonic, or other means and includes the method by which the public and interested parties may attend;
 - B. The applicant and all individuals speaking on behalf of the applicant in the remote meeting are able to hear and speak during the meeting and members of the public attending the remote meeting are able to hear the applicant and its representatives; and
 - C. Members of the public attending the remote meeting are able to participate through telephonic, video, electronic or other similar means of remote participation.
6. For the duration of this Proclamation, unless earlier rescinded by the City Council, the City Manager may suspend, by written agreement with a person, entity, or service provider providing emergency and essential services, suspend the rules and laws relating to Buildings and Building Regulations (Chapter 6), Licenses and Permits (Chapter 15), and Fire Prevention and Protection (Chapter 10) for all projects or properties undertaking temporary emergency and essential services during the duration of the declared State and City State of Emergency. Any agreement shall outline programmatic details and demonstrate, to the Manager's satisfaction, that the property and land use being undertaken meets minimum life safety requirements and that the suspension of the rules and laws suspended hereunder and otherwise applicable will not unduly impact the health and safety of the public.
7. The laws and rules outlined in the Licenses and Permits Code (Chapter 15) and the Vehicles for Hire Code (Chapter 30), to the extent they impose deadlines for renewing existing licenses, taking action on applications for new or renewal licenses, or issuing new or renewal licenses are suspended, and any such time limitations are tolled for the

duration of this Proclamation.

8. No City-issued permit, license, application, or appeal shall be considered granted, approved or denied, constructively or otherwise, due to a failure of the permit granting authority to act within the time required by a City ordinance, bylaw, rule or regulation; provided, however, that the permit granting authority acts within 45 days of the termination of this Proclamation; provided, however, that the applicant and Permit Granting Authority may agree to alternative timing in writing.
9. A City-issued permit in effect or existence as of March 16, 2020, including any deadlines or conditions of the permit, shall not lapse or otherwise expire and the expiration date of the permit or time period for meeting a deadline or for performance of a condition of the permit, shall be tolled for the duration of this Proclamation.
10. Effective immediately, and continuing for thirty (30) days after the expiration of this emergency proclamation, the City adopts an Affordable Rental Housing Incentive Program pursuant to which any person who holds a short term rental registration for a non-owner occupied short term rental unit pursuant to Sec. 6-150 et seq., is entitled to a one-time payment of \$1,000.00 so long as that person:

(a) relinquishes their short-term rental registration for that unit;

(b) registers the unit as a long-term rental (or has an existing long-term rental registration for that unit); and

(c) provides evidence to the Housing and Community Development Division that the person has entered into an agreement to lease the unit to a tenant for a minimum of one (1) year, and that tenant will be receiving either Section 8 funds or General Assistance funds for the unit. The \$1,000 payment shall be paid out of the Housing Trust Fund but shall not exceed a total of \$25,000. These funds shall be distributed on a first come first served basis.

The provisions of Chapter 14 of the Portland City Code governing approval of the Council's Housing Trust Fund Annual Plan are suspended to permit the temporary addition and funding of the Affordable Rental Housing Incentive Program to the Housing Trust Fund Annual Plan for the conversion of short-term rental dwelling units to rental housing units during the period beginning April 28, 2020 until thirty (30) days after the termination of this Proclamation.

11. The tax payment due dates/deadlines specified in Order No. 245 (FY-18-19), the FY 19-20 Appropriation Resolve, have been extended by the City Manager, in consultation with the City Finance Director and the Mayor during the duration of the declared State and City State of Emergency, with property taxes due June 1, 2020 and for vehicles / boats / trailers registrations the deadline is now August 10, 2020.
12. This Order is enacted as an emergency, and shall remain in effect through September 9, 2020.

13. Consistent with Governor Janet T. Mills' April 10, 2020 Executive Order, the municipal election scheduled for June 9, 2020 will be held on July 14, 2020 to reduce exposure to COVID-19 and to coincide with the July 14, 2020 primary election.
14. The City Manager in consultation with the City's Traffic Engineer is hereby authorized to temporarily close certain non-arterial streets to through traffic as necessary to protect the health and safety of pedestrians, employees and patrons of local businesses, and other members of the public, including by promoting effective physical distancing. The City Manager or his designee may promulgate rules and regulations relating to these temporary street closures as necessary to protect public health and safety.
15. Beginning on June 1, 2020 and continuing through either (1) the termination of this Emergency Proclamation or (2) November 1, 2020, whichever comes first, City ordinances and regulations related to the operation and licensing of dining and retail services shall be temporarily suspended in order to allow display, storage, or sale of merchandise and sale, service, and consumption of food and/or drinks, including alcoholic beverages, in certain temporary outdoor areas on public and/or private property subject to the following:
 - All retail or food establishment operations must be in accordance with existing ordinances and licensing requirements unless the Department of Permitting and Inspections has issued a temporary permit pursuant to the authority granted herein.
 - Food service establishments with frontage on City streets closed to through traffic by the City Manager may be authorized to add or expand their premises with outdoor dining in sidewalks, portions of street rights-of-way, or other public spaces by obtaining a Temporary Extension of Premise and/or Temporary Outdoor Dining Permit in accordance with temporary rules and regulations adopted by the Department of Permitting and Inspections.
 - Any food service establishment may apply for a Temporary Extension of Premise and/or Temporary Outdoor Dining Permit authorizing outdoor dining on City sidewalks, parks, or in privately owned parking lots in accordance with temporary rules and regulations adopted by the Department of Permitting and Inspections.
 - The number, and location, and permitting fees for dining facilities in dedicated City parking spaces ("Parklets") will be governed by rules and regulations promulgated by the City Manager.
 - The City Manager is hereby temporarily authorized to modify the City's Traffic Schedule in order to change designated "parking" spaces to "no parking" spaces as he, in consultation with the City's Traffic Engineer, deems necessary and appropriate to protect the public health and safety, including in order to allow the operation of additional Parklets throughout the City.
 - Access required under the Americans with Disabilities Act shall be maintained.

- In order to allow retail establishments to improve physical distancing capabilities after resuming operations, retailers may apply for a Temporary Sidewalk/Street Sale Permit authorizing outdoor display and sale of retail items in accordance with temporary rules and regulations adopted by the Department of Permitting and Inspections.
 - No street artists shall be permitted on any City street closed to through traffic under the authority granted herein. The City Manager may modify regulations governing street artists, including placing limits on location and operation, as he may deem necessary in order to maximize appropriate physical distancing in compliance with guidance from the Maine CDC, and to protect public health and safety.
16. The City Manager or his designee is authorized to temporarily modify or limit public access to City parks or other grounds as deemed necessary to protect the public health and safety. The City Manager is further authorized to modify existing rules and regulations relating to the sale of food and the operation of food trucks.
 17. For the duration of this proclamation, or October 1, 2020, whichever is later, upon application, the City Manager may waive the licensing requirements of Chapter 4, Article III, Division II, regarding entertainment licenses, so long as he is satisfied that the applicant has taken sufficient steps to minimize the impact of such entertainment on surrounding properties and that the entertainment will not disturb public health, safety, or welfare.
 18. Violation of or failure to comply with this Order is punishable by a fine of \$500.00 per occurrence plus the costs of prosecution.
 19. If any provision of this Proclamation or its application to any person or circumstance is held to be invalid, then the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Proclamation are severable.

MEMORANDUM
City Council Agenda Item

FROM: Jennifer Thompson

DATE: June 23, 2020

SUBJECT: **Order 11-20/21 of Discontinuance of a Portion of Emery Street - Sponsored by the Economic Development Committee, Councilor Justin Costa, Chair**

SPONSOR: The Economic Development Committee met on May 27, 2020, and voted 3-0 (with Councilor Thibodeau recusing himself due to a conflict) to forward this to the City Council for approval.

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 7/13/2020

Final Action 8/31/2020

Can action be taken at a later date: No This discontinuance is contemplated in the land exchange agreement with J.B. Brown & Sons approved by the Council on June 15, 2020. If approved, ownership of the portion of Emery Street that will be discontinued will revert to the abutter, J.B. Brown & Sons, and be incorporated into its development and construction of the Veteran's Administration (VA) facility with parking garage. Time is of the essence with respect to the construction of that project.

PRESENTATION: Greg Mitchell will be available to answer any questions.

I. SUMMARY

The discontinuance of this undeveloped portion of Emery Street was contemplated by the land exchange agreement between J.B. Brown & Sons and the City approved by the Council on June 15, 2020. If approved, ownership of this portion of Emery Street will revert to J.B. Brown & Sons, as the abutting property owner - though, as proposed, the City will retain pedestrian and utility easements. Under the terms of the land exchange agreement, in exchange for the Emery Street parcel, the City will acquire undeveloped industrial property owned by J.B. Brown & Sons located at the end of Quarry Road. The City needs additional property adjacent to the City Canco Road Complex for outside storage. The J.B. Brown & Sons property proposed for the land exchange includes 20,000+/- square feet. J.B. Brown & Sons has allowed the City to use this property, at no cost, for over two (2) years.

II. AGENDA DESCRIPTION

The Economic Development Committee met on May 27, 2020 and voted 3-0 (with Councilor Thibodeau recusing himself due to a conflict) to forward this to the City Council for approval.

The process for discontinuing this portion of Emery Street is dictated by state statute. If the Council is in support of discontinuance, the process and timeline is likely to be as follows:

- July 13, 2020: Approval of Order of Discontinuance (this does not constitute a final decision on the discontinuance), Finalizing Damages, Filing of Order with City Clerk, and Setting of Date for Public Hearing;
- Order of Discontinuance is posted in the Clerk's Office.
- Notice of Order of Discontinuance sent to abutter
- August 3, 2020 Public Hearing on Order of Discontinuance
- August 31, 2020 Final Vote on Order of Discontinuance

This discontinuance is contemplated in the land exchange agreement with J.B. Brown & Sons approved by the Council on June 15, 2020. If approved, ownership of the portion of Emery Street that will be discontinued will revert to the abutter, J.B. Brown & Sons, and be incorporated into its development and construction of the Veteran's Administration (VA) facility with parking garage. Time is of the essence with respect to the construction of that project.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

If in the affirmative, the vote taken on July 13, 2020 initiates the statutory process for discontinuing a public street. Following that vote the notice of discontinuance must be posted in the Clerk's office and a notice of a public hearing (proposed to take place on August 3, 2020) shall be published and provided to the abutting property owner. A second vote must take place 10 business days after the August 3, 2020 public hearing, and approval would make this order final.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

This land exchange will support new construction of a VA facility with parking garage located on West Commercial Street, as well as to add to City-owned property located on Canco Road which supports municipal Public Works and Parks & Recreation Department services.

V. FINANCIAL IMPACT

None - this portion of Emery Street is currently unimproved. In light of the land exchange agreement, damages payable to the abutter are not contemplated.

VI. STAFF ANALYSIS AND BACKGROUND

VII. RECOMMENDATION

City staff recommends the City Council vote to approve this Order of Discontinuance and complete the statutory process for discontinuing this portion of Emery Street.

VIII. LIST ATTACHMENTS

1. Order of Discontinuance of a Portion of Emery Street 7.13.2020

Prepared by:

Jennifer Thompson

Date: 6/23/2020

KATE SNYDER (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
TAE Y. CHONG (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

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

ORDER OF DISCONTINUANCE OF A PORTION OF EMERY STREET

ORDERED, that the City Council for the City of Portland hereby orders the discontinuance of an unimproved portion of Emery Street, said portion consisting of approximately This portion of Emery Street is now an unimproved city way approximately sixty (60) feet wide beginning at West Commercial Street and running for a distance of approximately one hundred and eighty-four (184) feet in a generally northwesterly direction. This portion of Emery Street containing approximately ten thousand six hundred and eighty-nine (10,689) square feet, as shown more particularly on the City Tax Maps number 60, on file at the Portland Tax Assessor's Office; and

BE IT FURTHER ORDERED, that the Right to enter into this portion of Emery Street for the purposes of installing, maintaining, and repairing public utility infrastructure shall be reserved unto the City of Portland; and

BE IT FURTHER ORDERED, that a public easement will be retained in the discontinued portion of Emery Street upon discontinuance for ingress and egress by pedestrians, bicycles, and similar non-motorized uses.

BE IT FURTHER ORDERED AND ADJUDGED, that the sole abutting owner is J.B. Brown & Sons, which is the petitioner for such discontinuance and no damages shall be paid to said abutter.

BE IT FURTHER ORDERED AND ADJUDGED, that the Mayor and the Portland City Council will hold a public hearing on August 3, 2020 and vote on final approval of the discontinuance on August 31, 2020.

Date of Order: July 13, 2020

SIGNATURES APPEAR ON THE NEXT PAGE

Mayor Kate Snyder

Councilor Belinda S. Ray

Councilor Spencer R. Thibodeau

Councilor Tae Chong

Councilor Justin Costa

Councilor Kimberly M. Cook

Councilor Jill C. Duson

Councilor Pious Ali

Councilor Nicholas M. Mavodones, Jr.

MEMORANDUM
City Council Agenda Item

FROM: Kristen Dow

DATE: July 2, 2020

SUBJECT: **Order 12-20/21 Accepting and Appropriating the Keep Maine Healthy 2020 Municipal COVID-19 Awareness Campaign Grant of \$1,884,960 - Sponsored by Jon P. Jennings, City Manager**

SPONSOR: Jon P. Jennings, City Manager

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

The City Council is asked to accept and appropriate a \$1,884,960.00 grant award to the City's Health and Human Services Department to be used to support COVID-19 public health, education and prevention efforts in Portland.

The City of Portland has developed an extensive reopening plan that incorporates the three cornerstones of Governor Mills' Keep Maine Healthy COVID-19 Awareness Campaign: Public Education Activities, Physical Distancing and Public Health Support, and Local Business Support. The reopening plan responds to many challenges which are unique to Portland. Portland is home to a vibrant working waterfront, high concentrations of small businesses and restaurants in the Downtown District including Portland's Old Port, over 76 parks and public spaces, a golf course and East End Beach. Public spaces in Portland encompass more than 1,000 acres for residents and visitors to enjoy. In addition, the City of Portland is home to the largest number of minority communities in the State. This diverse landscape increases the need for a multi-faceted, coordinated effort in order to reduce the spread of COVID-19.

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

III. BACKGROUND

For each of the identified activities in the City of Portland's application, costs were determined by evaluating on a department by department basis which activities and their associated costs aligned with the three cornerstones outlined in the funding announcement. Several departments including: Permitting and Inspections, Economic Development, Health and Human Services (Public Health and Social Services), Public Works, Police, Parks, Recreation and Facilities, Human Resources, Public Buildings and Waterfront, and Fire are all implementing activities that will require an increase in personnel expenditures. Additionally, due to Portland's increasingly diverse community, a robust public health campaign has been designed to reach each population, in a culturally and linguistically appropriate manner. Community Health Outreach Workers, acting as cultural

brokers, will help to inform outreach strategies for COVID-19 prevention and education throughout the City.

Several departments have coordinated their approach in addressing street closures, outdoor dining, crowd control, sanitation, provision of personal protective equipment, consistent public health and safety messaging through signage and media, public education, educating local businesses on best practices, and providing materials to local businesses to support implementation. The City of Portland believes that this systematic approach will provide for increased safety of all of Portland's residents, visitors, and employees.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

To appropriate the \$1,884,960.00 grant award to support COVID 19 efforts in Portland.

V. FINANCIAL IMPACT

Appropriation of the \$1,884,960.00 grant award will be used to support COVID-19 public health, education and prevention efforts in Portland.

VI. STAFF ANALYSIS AND BACKGROUND

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

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order Accepting and Appropriating Grant for Keep Maine Healthy COVID Plans 7.13.20202020
2. Keep ME Health Award Letter Portland
3. Municipal COVID Funding Budget

Prepared by:

Kristen Dow

Date: 7/2/2020

KATE SNYDER (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
TAE Y. CHONG (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

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

**ORDER ACCEPTING AND APPROPRIATING
THE KEEP MAINE HEALTHY 2020
MUNICIPAL COVID-19 AWARENESS CAMPAIGN GRANT OF \$1,884,960**

ORDERED, that \$1,884,960 in grant money from the State of Maine Department of Health and Human Services for the Keep Maine Healthy 2020 Municipal COVID-19 Awareness Campaign is hereby accepted; and

BE IT FURTHER ORDERED, that \$1,884,960 in grant funds is hereby appropriated for use by the City of Portland with operational expenses related to the Covid-19 prevention and education; and

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

Janet T. Mills
Governor

Jeanne M. Lambrew, Ph.D.
Commissioner



Maine Department of Health and Human Services
Division of Contract Management
11 State House Station
109 Capitol Street
Augusta, Maine 04333-0011
Tel.: (207) 287-3707; Fax: (207) 287-5031
TTY: Dial 711 (Maine Relay)

June 26, 2020

Via Electronic Mail: jpi@portlandmaine.gov

City of Portland
Jon P. Jennings
389 Congress Street
Portland, ME 4101

SUBJECT: Notice of Conditional Contract Award under DHHS' Request for Applications "Keep Maine Healthy 2020 Municipal COVID-19 Awareness Campaign"

Dear Jon P. Jennings:

This letter is in regard to the subject Request for Applications (RFA), issued by the State of Maine Department of Health and Human Services. The Department has evaluated your proposal using the criteria outlined in the RFA, and the Department is hereby approving your request for funding to support your submitted plan as per the following conditions and specifications.

Funding amount approved: \$1,884,960.00

This Notice of Conditional Contract Award is subject to execution of a written contract and, as a result, this Notice does NOT constitute the formation of a contract between your organization and the Department. As such, your organization shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the Department is executed. The Department further reserves the right to cancel this Notice of Conditional Contract Award at any time prior to the execution of a written contract. The Department will reach out to you to begin the process of developing the written contract.

This written contract will cover allowable expenses, based upon the approved plan, retroactive to June 8, 2020. Please note that included as a part of the terms and conditions of the written contract are the Cost Principles specified in the Uniform Guidance, 2 CFR 200 Subpart E – Cost Principles <https://www.ecfr.gov/cgi-bin/text-idx?SID=9dc986444f8e1a9665d4eee9c76c77fc&mc=true&node=sp2.1.200.e&rqn=div6>. Expenditures that are made outside of the terms and conditions of the written contract, including the Uniform Guidance Cost Principles, will not be eligible for reimbursement. Additionally, expenditures can only be paid for by one funding source. Awardees may not submit allowable expenditures for reimbursement under this program that are, or may, also be eligible for reimbursement from other available federal or other public funding source for COVID-19 relief that is now, or that becomes available during the term of this Agreement. The written contract will require your agency to keep records to this effect as well as to support reimbursable expenses.

The Uniform Guidance requires the Department to monitor each subrecipient of these funds. As such, the written contract will require regular reporting to assess the progress of these projects which are being funded.

For costs not approved by this Contract Award, additional resources may be available to assist, including:

- FEMA Public Assistance. Please visit the MEMA website at <https://www.maine.gov/mema/grants/public-assistance-grant-program>. For questions, contact maine.recovery@maine.gov.
- State of Maine, Bureau of the Budget. Coronavirus Relief Fund Payments for 25% Local Match on FEMA Public Assistance. Please refer to the link for more information: <https://www.maine.gov/budget/sites/maine.gov.budget/files/inline-files/Final%20Announcement%20of%20CRF%20for%20FEMA%20match%20for%20Web%20Posting.pdf>.

Thank you for your interest in doing business with the State of Maine.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Abbott", with a long horizontal line extending to the right.

Michael Abbott P.E., C.G.,
Interim Associate Director
Maine Center for Disease Control and Prevention
Department of Health and Human Services

Maine Department of Health and Human Services 		AGENCY NAME:	City of Portland				
		PROGRAM NAME:	Health and Human Services Department				
		AGREEMENT START DATE:	6/8/2020				
		AGREEMENT END DATE:	10/31/2020				
		DHHS AGREEMENT#:					
EXPENSE SUMMARY							
LINE	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5		
1	EXPENSES	TOTAL PROGRAMS (this agreement)	Public Education	Physical Distancing and Public Health Support	Local Business Assistance		
2							
3	PERSONNEL EXPENSES						
4	SALARIES/WAGES	727,568	92,168	543,520	91,881		
5	FRINGE BENEFITS	110,701	21,609	59,966	29,126		
6	THIRD PARTY IN-KIND (Match Only)						
7	TOTAL PERSONNEL EXPENSES	838,269	113,777	603,485	121,007		
8	CAPITAL EQUIPMENT PURCHASES						
9	SUB-RECIPIENT AWARDS						
10	ALL OTHER EXPENSES						
11	OCCUPANCY - DEPRECIATION						
12	OCCUPANCY - INTEREST						
13	OCCUPANCY - RENT						
14	UTILITIES/HEAT						
15	TELEPHONE						
16	MAINTENANCE/MINOR REPAIRS						
17	BONDING/INSURANCE						
18	EQUIPMENT RENTAL/LEASE	16,500	16,500				
19	MATERIALS/SUPPLIES	646,091	49,920	510,671	85,500		
20	DEPRECIATION (Non-Occupancy)						
21	CLIENT-RELATED TRAVEL						
22	OTHER TRAVEL						
23	CONSULTANTS - DIRECT SERVICE						
24	CONSULTANTS - OTHER	15,000	5,000	5,000	5,000		
25	INDEPENDENT PUBLIC ACCOUNTANTS						
26	TECHNOLOGY SERVICES/SOFTWARE	58,000		58,000			
27	THIRD PARTY IN-KIND (Match Only)						
28	SERVICE PROVIDER TAX						
29	TRAINING/EDUCATION						
30	MISCELLANEOUS	121,000	77,000	44,000			
31							
32	SUBTOTAL - ALL OTHER EXPENSES	856,591	148,420	617,671	90,500		
33	INDIRECT Costs	190,099	28,871	139,343	21,886		
34	TOTAL ALL OTHER EXPENSES (Lines 32, 33)	1,046,690	177,291	757,014	112,386		
35	TOTAL EXPENSES (Lines 7, 8, 9, 34)	1,884,960	291,068	1,360,499	233,393		