

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 SEPTEMBER 21, 2020 CITY COUNCIL AGENDA

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

ZOOM INFORMATION:

The Portland City Council will hold a remote meeting on Monday, September 21, 2020 at 5:30 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.

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PLEDGE OF ALLEGIANCE:

ROLL CALL:

ANNOUNCEMENTS:

1) Mayor Snyder will name the Working Group in response to this section of the Resolution Establishing a Racial Steering Committee to Develop Recommendations in Response to Systemic Inequities:

BE IT FURTHER RESOLVED, that in addition to the Racial Equity Steering Committee, the Mayor, with input from the City Council, will appoint a working group of not more than three members to select a neutral convener to begin the planning for, and execution of a series of Community Conversations designed to illuminate issues of systemic racism in Portland, and engage community members in a robust dialogue to educate, inform, and foster positive change. These Community conversations will inform the work and recommendations of the Racial Equity Steering Committee, and will be convened and facilitated by a neutral party in collaboration with local groups, organizations, and individuals, and be supported with funding from the City

2) Mayor Snyder will provide an update in response to this section of the Resolution Establishing a Racial Steering Committee to Develop Recommendations in Response to Systemic Inequities:

BE IT FURTHER RESOLVED, that the City Council hereby requests that the Portland Public Art Committee, which is responsible for administering the Public Art Program collection, and reviewing potential gifts of art to the city's collection according the Guidelines for the Public Art Ordinance, engage in a public process in order to determine the best way(s) in which to respond to community offers of public art in support of racial equity either through a mural, banner or other form of public art within the City of Portland

APPROVAL OF MINUTES OF PREVIOUS MEETING:

Approval of the Draft September 9, 2020 City Council Minutes.

BUDGET ITEMS:

Order 70-20/21 Approving Fiscal Year 2021 Administrative Fees Re: Crash Response -- Sponsored by the Finance Committee, Nicholas M. Mavodones, Jr., Chair.

This order reinstitutes previously existing administrative fees for the Fire Department for Crash Responses. Fees will cover the apparatus and personnel costs associated with vehicle crash responses. Such fees shall include 1) fire department response to a motor vehicle crash (\$400); 2) Heavy Rescue response to a motor vehicle crash (\$650); and 3) fire department response to a motor vehicle fire (\$500). This does not include any Haz-Mat response, fees for which are billed separately. Fees will be billed by a third party billing agency, and will be billed to the automobile insurance companies wherever possible. This fee would be effective October 1, 2020.

At the September 9, 2020 Council meeting this item was postponed to this meeting to coincide with consideration of the Appropriation Resolve. Five affirmative votes are required for passage after public comment.

Order 71-20/21 Authorizing City Manager to Enter into Certain Agreements to Implement the Fiscal Year 2021 Human Resources and Certain Fringe Benefits Budgets – Sponsored by the Finance Committee, Nicholas M. Mavodones, Jr., Chair

This order authorizes the City Manager to enter into standard agreements and amendments to standard agreements with providers of services for the fiscal year 2021 in order to implement portions of human resources, medical, workers' compensation, and liability budgets.

This item must be read on two separate days. It was given a first reading on September 9, 2020. Five affirmative votes are required for passage after public comment.

Order 72-20/21 Re: Fiscal Year 2021 Self- Insured Liability Program - Sponsored by the Finance Committee, Nicholas M. Mavodones, Jr., Chair

This order establishes the limit of the city's liability as \$400,000 as required by the Maine Tort Claims Act and states the city's commitment to "self- insure" for such liability by approving funds for this purpose.

At the September 9, 2020 City Council meeting this item was postponed to this meeting of September 21, 2020 to coincide with consideration of the Appropriation Resolve. Five affirmative votes are required for passage after public comment.

Order 73-20/21 Authorizing the Director of Parks, Recreation and Facilities to Set Fees and Enter Rental Agreements for City Facilities - Sponsored by the Finance Committee, Nicholas M. Mavodones, Jr., Chair

Staff has historically set fees and signed rental agreements for City facilities such as Merrill Auditorium, the Portland Exposition Building and Ocean Gateway. These facilities host 100s of events on an annual basis and while many events are similar in nature, all are also somewhat unique and require different staffing levels and services and are therefore priced accordingly. The City's legal department has created a standard rental agreement. Any changes to the terms of standard agreement, other than pricing, are reviewed by legal prior to being changed. This order would authorize the Director or her or his designee to continue to sign such agreements and reaffirm this long-standing practice.

Venues/programs such as the Public Assembly, Recreation Division before and afterschool, Riverside Golf Course, Riverside Grill, Cemeteries and Troubh Ice Arena are run in a business-like manner and need the flexibility to be able to offer specials and adjust pricing based on market conditions. This order will further reaffirm the practice of these fees being set administratively.

At the September 9, 2020 Council meeting this item was postponed to this meeting to coincide with consideration of the Appropriation Resolve. Five affirmative votes are required for passage after public comment.

Order 74-20/21 Authorizing the City Manager to Enter into Certain Agreements to Implement Fiscal Year 2021 Health and Human Services Budget – Sponsored by the Finance Committee, Nicholas M. Mavodones, Jr., Chair

This order authorizes the City Manager to enter into standard agreements and amendments to those standard agreements to receive reimbursement for services by the Health and Human Services Department.

In addition, the City enters into agreements with service providers and landlords to provide services for department programs.

This item must be read on two separate days. It received its first reading on September 9, 2020. Five affirmative votes are required for passage after public comment.

Order 75-20/21 Authorizing the City Manager to Accept Scholarship and Trust Donations and Bequests and Enter into Trust Agreements -- Sponsored by the Finance Committee, Nicholas M. Mavodones, Jr., Chair

This order authorizes the City Manager to accept and appropriate donations up to \$50,000 for existing and new scholarship trusts and enter into standard form trust agreements as approved by Corporation Counsel.

This item was postponed on September 9, 2020 to this meeting to coincide with consideration of the Appropriation Resolve. Five affirmative votes are required for passage after public comment.

Order 76-20/21 Authorizing Corporation Counsel to Undertake Civil Actions to Collect Delinquent Personal Property Taxes -- Sponsored by the Finance Committee, Nicholas M. Mavodones, Jr., Chair

This item will give Corporation Counsel a standing authorization to undertake civil actions to collect any delinquent personal property taxes that arise during the course of the fiscal year.

Otherwise it would be necessary for the City Council to specifically authorize each individual legal action. This general authorization will take the place of the case by case approach.

This item was postponed on September 9, 2020 to this meeting to coincide with consideration of the Appropriation Resolve. Five affirmative votes are required for passage after public comment.

**Order 77-20/21 Designating Fiscal Year 2020 Funds for Specific Island Services --
Sponsored by the Finance Committee, Nicholas M. Mavodones, Jr., Chair**

The municipal budget includes \$40,000 for use on Peaks Island in addition to the funds used to pay for direct and indirect city services. Pursuant to a request from the Peaks Island Council these funds will be used as follows in FY21:

Item A:Peaks Island Summer Bike Ticket Program\$500

Item B:PI Needs--Based Boat Tickets\$3,000

Item C:PI Portland Public Middle & High School Student Boat Passes
Boat Passes\$4,500

Item D:PI Full Time College Students (Portland Area) 3
Monthly Stickers\$450

Item E:PI Children Attending Private Schools Vouchers\$400

Item F:PI ITS (Island "Taxi"): Island Transportation System\$22,695

Item G:PI PITEA (Heating): Peaks Island Tax & Energy Assistance\$4,000

Item H:PI PEAT: Peaks Island Environmental Team Visitor Education Materials\$700

Item I:PI Administrative Expenses\$2,000

Item J:PI Food Pantry\$1,000

Item K:Fifth Maine Museum: Bronze Plaque Maine Bicentennial Event\$755

TOTAL:\$40,000

This item must be read on two separate days. It received its first reading on September 9, 2020. Five affirmative votes are required for passage after public comment.

Order 78-20/21 Appropriating \$340,000 from Unassigned Fund Balance for the City Revaluation Extension, Pictometry and ReCode – Sponsored by the Finance Committee, Nicholas M. Mavodones, Jr., Chair

The sum of \$340,000 of Unassigned Fund Balance is appropriated by this item for use towards the items below. This funding is in lieu of a operating budget requests and will be used to pay one--time expenses related to the City Revaluation Extension and Planning ReCode.

- 1)Tyler contract extension for revaluation effective date change : \$185,000
- 2)Eagleview (Pictometry) flyover – 3 year contract: \$60,000
- 3)Planning City Code Re-Write: \$95,000

This item must be read on two separate days. It received its first reading on September 9, 2020. Five affirmative votes are required for passage after public comment.

**RELATED ORDINANCE AMENDMENT: Order 79--2021 Amendment to Portland City Code
RE: Various Fee Increases for Fiscal Year 2021 -- Sponsored by the Finance Committee,
Nicholas M. Mavodones, Jr., Chair**

The Finance Committee met on September 10, 2020, and voted 2--1 (Mavodones) to amend this order by adding an increase to the parking meter rate, from \$1.75 an hour to \$2.00 per hour. The Amendment is in the back-up material.

This order amends the Portland City Code to add the fees shown below:

Part 1 amends the following fees in **Chapter 10 in §10-102 (c)**, effective **October 1, 2020**:

Chapter10	Description	CurrentFee	ProposedFee
Fire Prevention and Protection			
<i>Sec.10-102 (c)</i>	Master box connections to the dispatch center: Connection and Maintenance Fees		
10-102 (c) (1)	New connection fee	\$500	\$550
10-102 (c) (2)	Annual maintenance fee	\$225	\$275
Total revenue increase for FY21: \$19,750			

Part 2 amends the following fees in **Chapter 24 in §24-72** and **§24-84**.

(a) The proposed sewer rate for October 1, 2020 is **\$11.15** per hundred cubic feet (hcf), up from the July 1, 2019 rate of \$10.40 hcf.

Chapter24	Description	CurrentFee	ProposedFee
Sewers			
<i>Sec.24--72</i>	Sanitary sewer user charges		
24--72 (c)	Sewer user fees	\$10.40/hcf	\$11.15/hcf

Continuation of Order 79-20/21 Amendment to Portland City Code RE: Various Fee Increases for Fiscal Year 2021

Part 2 - Continuation

(b) The proposed stormwater rate for **October 1, 2020** is **\$6.75** per 1,200 sf of impervious surface area, up from the July 1, 2019 rate of \$6.30.

Chapter24	Description	Current Fee	Proposed Fee
Stormwater			
<i>Sec.24--84(a)</i>	Stormwater Service Charge		
	Stormwater Service Charge	\$6.30*	\$6.75*
* Fee per 1,200 sf impervious surface area.			

Part 3 amends the following fees in Chapter 25 in [§25-27](#):

Chapter 25	Description	Current Fee	Proposed Fee
Streets,Sidewalks,and Other Public Places			
<i>Sec.25-27</i>	Fees and fines		
25-27 (a) (3) a.	Parking Space Permit	\$25/day	\$30/day
25-27 (a) (3) b.	Sidewalk Permit	\$20/day	\$25/day
25-27 (a) (3) c.	Single Lane Closure Permit	\$50/day	\$100/day
25-27 (a) (3) d.	Street Closure Permit	\$100/day	\$250/ day

All fee increases are effective October 1, 2020.

This item must be read on two separate days. It received its first reading on September 9, 2020. Five affirmative votes are required for passage after public comment.

APPROPRIATION RESOLVE

Order 80-20/21 Fiscal Year 2020--2021 Appropriation Resolve -- Sponsored by the Finance Committee, Nicholas M. Mavodones, Jr., Chair

The Finance Committee met on September 10, 2020 and approved several changes to the City Manager's Fiscal Year 2021 Budget, as shown in that committee's minutes in the back up material. Also in the back-up material is the Amendment to the Appropriation Resolve that shows the changes in the municipal appropriate and tax levy.

The Appropriation Resolve contains the City Manager's recommended budget for Fiscal Year 2021 for general municipal purposes in the amount of \$256,696,405. In addition it contains the Portland School's Education approved budget for FY2021 in the amount of \$119,862,677.

The tax levy based upon the City Manager's recommended budget is \$93,689,579 and \$94,338,744 for the Portland School's Education approved Budget. The Portland School's Education's approved Budget and the City Manager's budget recommendations for municipal purposes results in a combined tax levy of \$188,028,323 for Fiscal Year 2021. The tax rate based on the combined levies would be \$23.30 per \$1,000 of assessed value, a 0.04% decrease.

The Appropriation Resolve also directs the Assessor of Taxes to assess a tax upon all real and personal property liable to be taxed as of April 1, 2020 and sets October 30, 2020 as the tax due date, which may be paid in two installments due on October 30, 2020, and March 19, 2021.

The delinquency rate of interest is set at 8.0% per year, and the abatement rate of interest is set at 4.0% per year.

This item must be read on two separate days. It received its first reading on September 9, 2020. Five affirmative votes are required for passage after public comment.

Order 89-20/21 Appropriating \$500,000 from Unassigned Fund Balance to the Housing Trust Fund - Sponsored by Jon P. Jennings, City Manager

The City Manager is recommending an additional appropriation of \$500,000 to the Housing Trust Fund from Unassigned Fund Balance. After making this appropriation the City will still remain above the 12.5% of Unassigned Fund Balance as required by the City's Fund Balance Policy. The City Manager is requesting that second reading on this order be waived so it may be passed alongside the other budget and appropriation orders for Fiscal Year 2021.

Seven votes are required to waive the second reading. Five affirmative votes are required for passage after public comment.

UNFINISHED BUSINESS:

Order 21-20/21 Designating the 577 Washington Avenue 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.

During a meeting held on May 27, 2020, the Economic Development Committee voted (4-0) to forward this item to the City Council with a recommendation for passage.

Staff requests an amendment to the utilization rate in the order, attached in the backup material, because Tax Increment Financing values have been revised since the first read; adjustments made include the underwriter's recommendation to reduce the value of the captured revenue to the developer from 75% to 50%, thereby increasing general fund revenue from 25% to 50%. The numbers that follow reflect this change.

Portland Housing Development Corporation (PHCD) is proposing to rehabilitate 100 units of public housing serving seniors and persons with disabilities at 577 Washington Avenue (Washington Gardens) to a project-based voucher funding platform. PHDC is requesting financial assistance from the City in the form of an Affordable Housing Tax Increment Financing District (AHTIF) and Credit Enhancement Agreement (CEA) to assist with the cost of construction of the project.

The development district will include 100 units of low income housing within 15 two-story residential buildings. There are currently 60 studio, 36 one-bedroom, and 4 two-bedroom units. 60 of the units will be available to households earning 50% of the area median income. 40 of the units will be available to households earning 60% of the area median income. The units will have affordability restrictions through the Affordable Housing TIF Program.

PHDC has requested three forms of financial assistance including \$400,000 from the Affordable Housing Development Program, \$184,150 received through the CDBG Program and AHTIF.

If approved, the AHTIF would be provided through a CEA at 50% of the increased taxable value, currently estimated at a 30-year annual average of \$127,000 with an estimated total of \$3,809,991 in captured revenue returned to the developer to off-set project operating costs. The remaining increased taxable value, currently estimated at a 30-year annual average of \$127,000 with an estimated total of \$3,809,991, will be general fund revenue. The proposed project will be taxable, with an estimated annual assessment of \$7.9 million and estimated annual tax of \$184,149 at the current FY20 millage rate.

This project has received 9% Low Income Housing Tax Credit and tax-exempt debt from MaineHousing.

This item must be read on two separate days. The first reading was held on July 13 2020. Five affirmative votes are required for passage after public comment.

Order 22-20/21 Approving and Authorizing the City Manager to Enter Into the Credit Enhancement Agreement with Washington Gardens LP RE: 577 Washington Avenue. - Sponsored by the Housing Committee, Councilor Jill C. Duson, Chair and the Economic Development Committee, Councilor Justin Costa, Chair

During a meeting held on May 27, 2020, the Economic Development Committee (4-0) voted to forward this item to the City Council with a recommendation for passage.

Staff requests an amendment to the utilization rate in the order, attached in the backup material, because TIF values have been revised since the first read; adjustments made include the underwriter's recommendation to reduce the value of the captured revenue to the developer from 75% to 50%, which in turn increases the general fund revenue to the City from 25% to 50%.

This is a companion order to Order 21-20/21 above.

This item must be read on two separate days. The first read was July 13, 2020. Five affirmative votes are required for passage after public comment.

Order 25-20/21 Appropriating \$400,000 in HOME Investment Partnership Program Funds to Washington Gardens, LP RE: 577 Washington Avenue - Sponsored by the Housing Committee, Councilor Jill C. Duson, Chair.

The Housing Committee met on June 10, 2020 and voted unanimously (3 - 0) to forward this item to the City Council with a recommendation for passage.

Staff requests an amendment to the terms of the HOME loan in the order, attached in the backup material, because the repayment terms have been revised since the first read; adjustments made include the underwriter's recommendation to alter the loan repayment terms from 30 years deferred at 0% to an amortizing 20 year term at 3% interest with a 2nd lien position. The numbers that follow in the agenda memo and backup material reflect this change.

Portland Housing Development Corporation (PHDC) is proposing to rehabilitate 100 units of public housing serving seniors and persons with disabilities at 577 Washington Avenue (Washington Gardens).

PHDC has requested three forms of financial assistance including \$400,000 from the Affordable Housing Development Program, \$184,150 from the CDBG Program (approved by the City Council in May, 2020) and an Affordable Housing Tax Increment Financing request being considered separately under Orders 21 - 20/21.

Total HOME request of \$400,000/unit = \$4,000

Total HOME request of \$400,000/affordable unit = \$4,000

There are currently 60 studios, 36 one-bedroom, and 4 two-bedroom units. 60% or 60 of the units will be available to households earning 50% of the area median income (AMI). 40% or 40 of the units will be available to households earning 60% AMI.

This project has received 9% Low Income Housing Tax Credit and tax-exempt debt from Maine Housing.

This item must be read on two separate days. This item had a first read on July 13, 2020. Five affirmative votes are required for passage after public comment.

Order 81-20/21 Approving the Agreement between the Maine Department of Transportation and Portland Re: Pedestrian Safety Improvements on York Street - Sponsored by Jon P. Jennings, City Manager

This item approves a Maine Department of Transportation (MaineDOT) Municipal Partnership Agreement that allows the City to move ahead with drafting design plans to address pedestrian and bicycle safety improvements on York Street, between State Street and High Street and at the intersection of York Street, State Street and the Casco Bay Bridge.

This project will be a Locally Administered Project (LAP) where the City administers the project and receives 75% funding from the state. Signing the partnership agreement enables the City to proceed with the design phase of the project and obligates MaineDOT to pay for 75% of the estimated project cost, or \$75,000. The City will commit 25% of this estimated cost, \$25,000, in matching funds.

This item must be read on two separate days. It received its first reading on September 9, 2020. Five affirmative votes are required for passage after public comment.

Order 82-20/21 Adopting Development Program for Portland Downtown for Fiscal Year 2020-2021 - Sponsored by the Economic Development Committee, Councilor Justin Costa, Chair

The Economic Development Committee met on August 18, 2020, and the vote was unanimous (4-0) to forward this item and the companion items that follow to the City Council with a recommendation of approval.

City Council authorization of Portland Downtown annual documents for Fiscal Year 2021 is needed for the continued operation of Portland Downtown (PD). This includes: (1) Adopting Development Program for the PD; (2) Assessing Maintenance and Implementation Assessment in the PD District; and, (3) authorizing the Agreement for work to be done by PD and work to be done by the City. The Council Orders, this and the two following, accomplish these actions.

This item must be read on two separate days. It received its first reading on September 9, 2020. Five affirmative votes are required for passage after public comment.

Order 83-20/21 Establishing Maintenance and Implementation Assessments for Portland Downtown for Fiscal Year 2020-2021 - Sponsored by the Economic Development Committee, Councilor Justin Costa, Chair

This is a companion order with the order above.

This item must be read on two separate days. It received its first reading on September 9, 2020. Five affirmative votes are required for passage after public comment.

Order 84-20/21 Approving Agreement between the City of Portland and Portland Downtown for Fiscal Year 2020-2021 - Sponsored by the Economic Development Committee, Councilor Justin Costa, Chair

This is a companion order with the two previous orders.

This item must be read on two separate days. It received its first reading on September 9, 2020. Five affirmative votes are required for passage after public comment.

Order 88-20/21 Amendment of the Portland City Code Chapters 2 and 6 Re: Moving Housing and Community Development into the Housing and Economic Development Department - Sponsored by Jon P. Jennings, City Manager

This code amendment adds certain responsibilities of the Housing and Community Development Division to the Department of Economic Development, to be named Housing and Economic Development Department, where it is being moved from the Department of Planning and Urban Development.

This department reorganization aligns city housing, community development and business assistance activities and programs into one department to improve coordination and streamline city efforts to stimulate business and affordable housing investment in the city. This change will promote a higher profile for housing.

This item must be read on two separate days. It received its first reading on September 9, 2020. Five affirmative votes are required for passage after public comment.

ORDERS:

Order 90-20/21 Accepting and Appropriating a Federal Emergency Management Agency Assistance to Firefighters Grant for a New Ambulance - Sponsored by Jon P. Jennings, City Manager

This item accepts and appropriates a Federal Emergency Management Agency grant of \$227,272.73, as well as City funds of \$22,727.27 as a local funding match that is required by the grant, for the purchase of a new ambulance.

Funds will be used to purchase a 4WD ambulance which Portland Fire does not currently have in its fleet. The new ambulance will replace a 2015 front line ambulance which currently averages 10 emergency calls per day. This will be the first ambulance with an all vinyl cab for ease of cleaning and decontamination.

Staff is requesting that the second reading be waived, which requires a vote of seven for approval. Staff is also requesting emergency passage to allow immediate acceptance. Seven affirmative votes are required for passage as an emergency after public comment.

Order 91-20/21 Approving a Letter of Credit Agreement for the City Pension Obligation Bonds - Sponsored by Jon P. Jennings, City Manager

As part of the terms of the City of Portland's 2001 pension obligation bond issuance, the City is required to have a letter of credit available in the amount of the outstanding bonds (currently \$85,350,000, decreasing to \$0 by June 1, 2026). The City's current letter of credit expires in October 2020 and the City is currently in the process of soliciting new rate quotes. Letter of credit agreements (both the City's current agreement and any future agreements) do not typically include termination for convenience language, therefore the City Manager is requesting approval from the Council to enter into a new letter of credit agreement once a vendor has been selected. It is anticipated that the new letter of credit will include similar terms to the current agreement but more favorable rates, resulting in a cost savings to the City.

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

AMENDMENTS:

Order 92-20/21 Amendment to Zoning Map Re: the Vicinity of 879 Congress Street from R-6 to B-2b Community Business - Sponsored by the Planning Board, Brandon Mazer, Chair

On July 14, 2020, the Planning Board unanimously (7-0) recommended the rezoning from R-6 Residential to B-2b Community Business at 879 Congress Street for approval by the City Council.

Portland's Plan 2030 identifies a vision statement, policy goals for the City, and principles of future land use, several of which support the proposed map amendment. The proposal to build an apartment building at the 879 Congress Street site supports housing goals of encouraging housing growth throughout the city, as well as providing new opportunities for smaller units that serve as family housing. A portion of the units within the future project would be regulated under Inclusionary Zoning Conditional Use standards.

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

Order 93-20/21 Amendment to Portland City Code Chapter 10 Re: Sprinkler System Requirement - Sponsored by the Health and Human Services & Public Safety Committee, Councilor Belinda Ray, Chair

The Health and Human Services & Public Safety Committee met on August 11, 2020 and voted 3 to 0 to recommend passage to the full Council.

This amendment would update sprinkler system requirements, making it possible to create additional dwelling units in single family homes and detached accessory buildings, if certain criteria are met, with no requirement for an automatic sprinkler system.

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

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

ZOOM INFORMATION:

The Portland City Council will hold a remote meeting on Wednesday, September 9, 2020 at 5:30 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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Passcode: 400828

International numbers available: <https://us02web.zoom.us/j/86225312489?pwd=UkFROTJVSEpUaDZoQTN1amZzeTVwQT09>

PLEDGE OF ALLEGIANCE:

ROLL CALL:

Mayor Snyder called the meeting to order at 5:35 (Councilor Thibodeau arrived before Order 69).

ANNOUNCEMENTS:

Appointed Members of the Racial Equity Steering Committee shall be announced by Mayor Kate Snyder

In the language of Resolve 1-20/21, "the Racial Equity Steering Committee will

consist of no fewer than 9 members and no more than 13 members, all of which will be appointed by the Mayor, with input from the City Council, and shall include a range of stakeholders from the Portland community who are doing racial equity work, such as representatives from the City Council, Portland Public Schools, public safety, housing, healthcare, employment, education, homelessness, the faith community, youth, and community organizer."

APPROVAL OF MINUTES OF PREVIOUS MEETING:

Approval of the Draft August 31, 2020 City Council Minutes

Motion was made by Councilor Ali and seconded by Councilor Dusen for approval of the August 31, 2020 City Council Minutes. Passage 7-0 (Councilor Chong abstained).

PROCLAMATIONS:

Proc 1 -20/21 Proclamation recognizing September as African Heritage Month

LICENSES:

Order 65-20/21 Granting Municipal Officers' Approval of Shipyard Brewing Co, LLC dba Shipyard Brewing Company. Application for Outdoor Dining on Private Property at 127 Fore Street - Sponsored by Jon P. Jennings, City Manager

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

Order 66-20/21 Granting Municipal Officers' Approval of Four Ball LLC dba Rathskeller on Wharf. Application for a Class I FSE at 51 Wharf Street - Sponsored by Jon P. Jennings, City Manager

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

Order 67-20/21 Granting Municipal Officers' Approval of Beni LLC dba Ishi Ishi. Application for a Class III & IV FSE at 93 Washington Avenue - Sponsored by Jon P. Jennings, City Manager

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

Order 68-20/21 Granting Municipal Officers' Approval of American Pool & Billiards LLC dba American Pool & Billiards. Application for Class XI FSE at 272 Saint John Street - Sponsored by Jon P. Jennings, City Manager

Motion was made by Councilor Ray and seconded by Councilor Dusen for passage.

Passage 8-0.

Order 69-20/21 Granting Municipal Officers' Approval of Geno's Inc dba Geno's Rock Club. Application for a Class A Lounge with Indoor Entertainment at 625 Congress Street - Sponsored by Jon P. Jennings, City Manager

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

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

BUDGET ITEMS:

THE CITY COUNCIL WILL HOLD A FIRST READ OF THE MANAGER'S RECOMMENDED FISCAL YEAR 2021 BUDGET AT THIS MEETING. THEY WILL HOLD A WORKSHOP TO DISCUSS THE BUDGET ON SEPTEMBER 14, 2020 AT 5:30 P.M. THE SECOND READ ON THE BUDGET WILL BE HELD ON SEPTEMBER 21, 2020 AT 5:30 P.M.

Order 70-20/21 Approving Fiscal Year 2021 Administrative Fees Re: Crash Response -- Sponsored by Jon P. Jennings, City Manager

Motion was made by Councilor Costa and seconded by Councilor Mavodones to postpone Order 70 to September 21, 2020 City Council meeting. Passage 9-0.

Order 71-20/21 Authorizing City Manager to Enter into Certain Agreements to Implement the Fiscal Year 2021 Human Resources and Certain Fringe Benefits Budgets – Sponsored by Jon P. Jennings, City Manager

This is a first readi

Order 72-20/21 Re: Fiscal Year 2021 Self- Insured Liability Program - Sponsored by Jon P. Jennings, City Manager

Motion was made by Councilor Costa and seconded by Councilor Duson to postpone Order 72 to September 21, 2020 City Council Meeting. Passage 9-0.

Order 73-20/21 Authorizing the Director of Parks, Recreation and Facilities to Set Fees and Enter Rental Agreements for City Facilities - Sponsored by Jon P. Jennings, City Manager

Motion was made by Councilor Costa and seconded by Councilor Mavodones to postpone Order 73 to September 21, 2020 City Council Meeting . Passage 9-0.

Order 74-20/21 Authorizing the City Manager to Enter into Certain Agreements to Implement Fiscal Year 2021 Health and Human Services Budget –Sponsored by Jon P. Jennings, City Manager

This is a first reading.

Order 75-20/21 Authorizing the City Manager to Accept Scholarship and Trust Donations and Bequests and Enter into Trust Agreements - Sponsored by Jon P. Jennings, City Manager

Motion was made by Councilor Costa and seconded by Councilor Chong to postpone Order 75 to September 21, 2020 City Council Meeting. Passage 9-0.

Order 76-20/21 Authorizing Corporation Counsel to Undertake Civil Actions to Collect Delinquent Personal Property Taxes - Sponsored by Jon P. Jennings, City Manager

Motion was made by Councilor Costa and seconded by Councilor Chong to postpone Order 76 to September 21, 2020 City Council Meeting. Passage 9-0.

Order 77-20/21 Designating Fiscal Year 2020 Funds for Specific Island Services -- Sponsored by Jon P. Jennings, City Manager

This is a first reading.

Order 78-20/21 Appropriating \$340,000 from Unassigned Fund Balance for the City Revaluation Extension, Pictometry and ReCode – Sponsored by Jon P. Jennings, City Manager

This is a first reading.

RELATED ORDINANCE AMENDMENT:

Order 79-2021 Amendment to Portland City Code RE: Various Fee Increases for Fiscal Year 2021 - Sponsored by Jon P. Jennings, City Manager

Part 3 of Order 79-20/21 Amendment to Portland City Code RE: Various Fee Increases for Fiscal Year 2021

This is a first reading.

APPROPRIATION RESOLVE

Order 80-20/21 Fiscal Year 2020--2021 Appropriation Resolve -- Sponsored by Jon P. Jennings, City Manager

This is a first reading.

UNFINISHED BUSINESS:

Order 21-20/21 Designating the 577 Washington Avenue 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.

Motion was made by Councilor Ali and seconded by Councilor Costa to postpone Order 21 to September 21, 2020 City Council Meeting. Passage 9-0.

Order 22-20/21 Approving and Authorizing the City Manager to Enter Into the Credit Enhancement Agreement with Washington Gardens LP RE: 577 Washington Avenue. - Sponsored by the Housing Committee, Councilor Jill C. Duson, Chair and the Economic Development Committee, Councilor Justin Costa, Chair

Motion was made by Councilor Duson and seconded by Councilor Ali to postpone Order 22 to September 21, 2020 City Council Meeting. Passage 9-0.

Order 25-20/21 Appropriating \$400,000 in HOME Investment Partnership Program Funds to Washington Gardens, LP RE: 577 Washington Avenue - Sponsored by the Housing Committee, Councilor Jill C. Duson, Chair.

Motion was made by Councilor Duson and seconded by Councilor Ray to postpone Order 25 to September 21, 2020 City Council Meeting. Passage 9-0.

Order 44-20/21 Amendment to Portland City Code Chapter 14 Re: Zoning Addition to the B-7 Mixed Development District Zone - Sponsored by the Portland Planning Board, Brandon Mazer, Chair

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

ORDERS:

Order 81-20/21 Approving the Agreement between the Maine Department of Transportation and Portland Re: Pedestrian Safety Improvements on York Street - Sponsored by Jon P. Jennings, City Manager

This is a first reading.

Order 82-20/21 Adopting Development Program for Portland Downtown for Fiscal Year 2020-2021 - Sponsored by the Economic Development Committee, Councilor Justin Costa, Chair

This is a first reading.

Order 83-20/21 Establishing Maintenance and Implementation Assessments for Portland Downtown for Fiscal Year 2020-2021 - Sponsored by the Economic Development Committee, Councilor Justin Costa, Chair

This is a first reading.

Order 84-20/21 Approving Agreement between the City of Portland and Portland Downtown for Fiscal Year 2020-2021 - Sponsored by the Economic Development Committee, Councilor Justin Costa, Chair

This is a first reading.

**Order 85-20/21 Extending the Emergency Proclamation to October 19, 2020 -
Sponsored by Mayor Kate Snyder**

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

**Order 86-20/21 Accepting and Appropriating a Federal Emergency Management
Administration Agency Assistance to Firefighter Grant for Fitness and Wellness -
Sponsored by Jon P. Jennings, City Manager**

Motion was made by Councilor Costa and seconded by Councilor Cook to waive the second reading. Passage 9-0.

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

**Order 87-20/21 Approving the Record and Written Decision Re: Newscapes
Brewing, Inc. Application for a Tavern Class IV with outside dining on private
property at 163 Washington Avenue - Sponsored by Danielle West-Chuhta,
Corporation Counsel**

Motion was made by Councilor Ray and seconded by Councilor Duseon for passage. Passage 7-0 (Costa, Chong abstained).

AMENDMENTS:

**Order 88-20/21 Amendment of the Portland City Code Chapters 2 and 6 Re: Moving
Housing and Community Development into the Housing and Economic Development
Department - Sponsored by Jon P. Jennings, City Manager**

This is a first reading.

Motion was made by Councilor Costa and seconded by Councilor Duseon for passage. Passage 9-0, at 7:39 P.M.

A TRUE RECORD

Katherine L. Jones, City Clerk

MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 10, 2020

SUBJECT: Order 70-20/21 Approving Fiscal Year 2021 Administrative Fees Re: Crash Response -- Sponsored by the Finance Committee, Nicholas M. Mavodones, Jr., Chair.

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 reinstitutes previously existing administrative fees for the Fire Department for Crash Responses. Fees will cover the apparatus and personnel costs associated with vehicle crash responses. Such fees shall include 1) fire department response to a motor vehicle crash (\$400); 2) Heavy Rescue response to a motor vehicle crash (\$650); and 3) fire department response to a motor vehicle fire (\$500). This does not include any Haz-Mat response, fees for which are billed separately. Fees will be billed by a third party billing agency, and will be billed to the automobile insurance companies wherever possible. This fee would be effective October 1, 2020.

At the September 9, 2020 Council meeting this item was postponed to this meeting to coincide with consideration of the Appropriation Resolve. 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. 1. Administrative Fee re Crash Response 9.9.2020
2. Fire Department Crash Response Fee Increase Memo 9.2.2020.docx - Google Docs

Prepared by:

Date: 9/10/2020

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 FISCAL YEAR 2021 ADMINISTRATIVE FEE
RE: CRASH RESPONSE

ORDERED, that Crash Response fees, as shown in the schedule attached hereto from the Fire Department as Exhibit A, are hereby approved.

FY21 REVENUE FEE SCHEDULE CHANGE

Department: Fire Administrative Fees

<u>Account #</u>	<u>Revenue Description</u>	<u>Current Fee</u>	FY21
			<u>Proposed Fee</u>
10022300-342000	Fire Response to Vehicle Crashes	\$0	\$400
10022300-342000	Heavy Rescue Utilization	\$0	\$650
10022300-342000	Vehicle Fire Response	\$0	\$500
10022300-342000	Level I Hazmat Response	\$250.00/hr/Unit Actual Cost	
10022300-342000	Hazardous Materials Spill Response	\$125.00 Actual Cost	
10022300-342000	HazMat Plug Kit	\$65.00 Actual Cost	



Keith N. Gautreau
Fire Chief, Fire Department

To: Brendan O'Connell, Finance Director
Jennifer Lodge, Budget Analyst
Anne Bilodeau, Deputy Finance Director
From: Keith Gautreau, Fire Chief
Date: 9/2/2020
RE: FY21 Fee Changes for Fire Department – Crash Response

This order reinstitutes previously existing administrative fees for the Fire Department for Crash Responses. Fees will cover the apparatus and personnel costs associated with vehicle crash responses. Such fees shall include 1) fire department response to a motor vehicle crash (\$400); 2) Heavy Rescue response to a motor vehicle crash (\$650); and 3) fire department response to a motor vehicle fire (\$500). This does not include any Haz-Mat response, fees for which are billed separately. Fees will be billed by a third party billing agency, and will be billed to the automobile insurance companies wherever possible. If approved, these fees will take effect October 1, 2020.

Fee Type	Current Fee	Proposed Fee	Est Additional Revenue
Fire Response to Vehicle Crashes	\$0	\$400	\$40,000 \$400 X 100
Heavy Rescue Response to Vehicle Crashes	\$0	\$650	\$65,000 \$650 X 100
Vehicle Fire Response	\$0	\$500	\$5,000 \$500 X 10

Sincerely,

A handwritten signature in black ink, appearing to read "K. Gautreau".

Keith Gautreau
Fire Department

FY21 REVENUE FEE SCHEDULE CHANGE

Department: Fire Administrative Fees

<u>Account #</u>	<u>Revenue Description</u>	<u>Current Fee</u>	FY21
			<u>Proposed Fee</u>
10022300-342000	Fire Response to Vehicle Crashes	\$0	\$400
10022300-342000	Heavy Rescue Utilization	\$0	\$650
10022300-342000	Vehicle Fire Response	\$0	\$500
10022300-342000	Level I Hazmat Response	\$250.00/hr/Unit Actual Cost	
10022300-342000	Hazardous Materials Spill Response	\$125.00 Actual Cost	
10022300-342000	HazMat Plug Kit	\$65.00 Actual Cost	

MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 10, 2020

SUBJECT: **Order 71-20/21 Authorizing City Manager to Enter into Certain Agreements to Implement the Fiscal Year 2021 Human Resources and Certain Fringe Benefits Budgets – Sponsored by the Finance Committee, Nicholas M. Mavodones, Jr., Chair**

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 authorizes the City Manager to enter into standard agreements and amendments to standard agreements with providers of services for the fiscal year 2021 in order to implement portions of human resources, medical, workers' compensation, and liability budgets.

This item must be read on two separate days. It was given a first reading on September 9, 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

VIII. LIST ATTACHMENTS

- 1.
2. Implement FY21 Human Resources and Benefits Budgets 9.9.2020

Prepared by:

Date: 9/10/2020

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 AUTHORIZING THE CITY MANAGER TO ENTER INTO CERTAIN
AGREEMENTS TO IMPLEMENT THE FISCAL YEAR 2021 HUMAN RESOURCES
AND CERTAIN FRINGE BENEFITS BUDGETS**

ORDERED, that the City Manager is authorized to enter into standard agreements and amendments to standard agreements with providers of services for Fiscal Year 2021 as needed in order to implement the Human Resources, Medical, Worker's Compensation and Liability budgets.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 10, 2020

SUBJECT: Order 72-20/21 Re: Fiscal Year 2021 Self- Insured Liability Program -
Sponsored by the Finance Committee, Nicholas M. Mavodones, Jr., Chair

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 establishes the limit of the city's liability as \$400,000 as required by the Maine Tort Claims Act and states the city's commitment to "self- insure" for such liability by approving funds for this purpose.

At the September 9, 2020 City Council meeting this item was postponed to this meeting of September 21, 2020 to coincide with consideration of the Appropriation Resolve. 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. FY21 CC Legal Budget Order Memo Liability final 8.24.2020
2. 3. FY21 Self-insured Liability Budget

Prepared by:

Date: 9/10/2020

CITY OF PORTLAND, MAINE

Memorandum

TO: Jon P. Jennings, City Manager

FROM: Danielle West-Chuhta, Corporate Counsel
DW-C

DATE: August 21, 2020

RE: ORDER RE: SELF-INSURED LIABILITY PROGRAM

STATEMENT OF FACT:

This item is requested upon the recommendation of the Office of the Corporation Counsel. The intent is to clearly indicate that the City's limit of liability is that imposed by the Maine Tort Claims Act, notwithstanding the fact that the annual appropriation or the cumulative reserve may exceed \$400,000. This item should be given a first reading on September 9, 2020 and then postponed to the September 21, 2020 meeting along with other budget related items.

cc: Nancy English, Paralegal / Legal Assistant
Jennifer Lodge, Budget Analyst

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 RE: FISCAL YEAR 2021 SELF-INSURED LIABILITY PROGRAM

ORDERED, that pursuant to Article VII, Sec. 15 of the Portland City Charter there is hereby established a Cumulative Reserve Fund for the purpose of enabling the City to pay losses under its self-insurance program or incurred under any deductible insurance policies, which fund shall continue from year to year and shall not lapse as provided in Article VII, Sec. 7 of the Charter; and

BE IT FURTHER ORDERED, that pursuant to 14 M.R.S. Sec. 8116, the City Council of the City of Portland hereby states that the City of Portland has self-insured (to the extent set forth herein) against the obligations and liabilities imposed by the Maine Tort Claims Act (hereinafter the "Act"):

1. The Council has, and may from time to time, set aside funds in an account identified as "Liability" to be added to funds previously appropriated and held in reserve, all of which funds have been designed to enable the City to meet the obligations imposed by the Act; and to implement its self-insurance program, including but not limited to, the costs of administration of the program, investigation of claims, and of defense of claims against the City, its officers and employees;
2. The limit of liability assumed by the City is the \$400,000 required by the Act, as it may be amended from time to time, notwithstanding the fact that its appropriation or reserve may exceed the statutory limit of liability;
3. The scope of coverage is limited to those areas for which governmental immunity has been expressly waived by 14 M.R.S.A. Sec. 8104-A, as limited by 14 M.R.S.A. Sec. 8104-B, and 14 M.R.S.A. Sec. 8111. Liability coverage shall not be deemed a waiver of any immunities or limitation of damages available under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, or common law; and
4. The fund shall be administered by the City Manager and Corporation Counsel who shall settle all claims and pay all judgments for which the City may be legally liable under the Act or under the law of any jurisdiction to which the City, its officers or employees may be subject.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 10, 2020

SUBJECT: Order 73-20/21 Authorizing the Director of Parks, Recreation and Facilities to Set Fees and Enter Rental Agreements for City Facilities - Sponsored by the Finance Committee, Nicholas M. Mavodones, Jr., Chair

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

Staff has historically set fees and signed rental agreements for City facilities such as Merrill Auditorium, the Portland Exposition Building and Ocean Gateway. These facilities host 100s of events on an annual basis and while many events are similar in nature, all are also somewhat unique and require different staffing levels and services and are therefore priced accordingly. The City's legal department has created a standard rental agreement. Any changes to the terms of standard agreement, other than pricing, are reviewed by legal prior to being changed. This order would authorize the Director or her or his designee to continue to sign such agreements and reaffirm this long-standing practice.

Venues/programs such as the Public Assembly, Recreation Division before and afterschool, Riverside Golf Course, Riverside Grill, Cemeteries and Troubh Ice Arena are run in a business-like manner and need the flexibility to be able to offer specials and adjust pricing based on market conditions. This order will further reaffirm the practice of these fees being set administratively.

At the September 9, 2020 Council meeting this item was postponed to this meeting to coincide with consideration of the Appropriation Resolve. 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. 4. FY21 Director of Parks, Rec. and Fac. Authorized

Prepared by:

Date: 9/10/2020

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 AUTHORIZING THE DIRECTOR OF PARKS,
RECREATION AND FACILITIES TO SET FEES AND ENTER RENTAL
AGREEMENTS FOR CITY FACILITIES**

ORDERED, that the Director of Parks, Recreation and Facilities or his or her designee is hereby authorized to set fees, enter and sign rental lease agreements or contracts for City facilities.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 14, 2020

SUBJECT: **Order 74-20/21 Authorizing the City Manager to Enter into Certain Agreements to Implement Fiscal Year 2021 Health and Human Services Budget – Sponsored by the Finance Committee, Nicholas M. Mavodones, Jr., Chair**

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 authorizes the City Manager to enter into standard agreements and amendments to those standard agreements to receive reimbursement for services by the Health and Human Services Department.

In addition, the City enters into agreements with service providers and landlords to provide services for department programs.

This item must be read on two separate days. It received its first reading on September 9, 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

VIII. LIST ATTACHMENTS

1. 5. FY201 Health and Human Services Budget

Prepared by:

Date: 9/14/2020

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 AUTHORIZING THE CITY MANAGER
TO ENTER INTO CERTAIN AGREEMENTS TO IMPLEMENT
FISCAL YEAR 2021 HEALTH & HUMAN SERVICES BUDGET**

ORDERED, that the City Manager or his or her designee be and hereby is authorized to enter into:

1. Standard agreements and amendments to standard agreements with other governmental agencies for Fiscal Year 2021 to implement the Health & Human Services operating budget; and
2. Agreements with providers of services and lessors of property to provide services for Health & Human Services programs.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 14, 2020

SUBJECT: Order 75-20/21 Authorizing the City Manager to Accept Scholarship and Trust Donations and Bequests and Enter into Trust Agreements -- Sponsored by the Finance Committee, Nicholas M. Mavodones, Jr., Chair

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 authorizes the City Manager to accept and appropriate donations up to \$50,000 for existing and new scholarship trusts and enter into standard form trust agreements as approved by Corporation Counsel.

This item was postponed on September 9, 2020 to this meeting to coincide with consideration of the Appropriation Resolve. 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. 6. FY21 Accept Scholarship Trust Donations, Bequests from Wills and Trusts, and Enter into Trust Agreements

Prepared by:

Date: 9/14/2020

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 AUTHORIZING THE CITY MANAGER TO
ACCEPT SCHOLARSHIP AND TRUST DONATIONS AND BEQUESTS AND ENTER
INTO TRUST AGREEMENTS**

ORDERED, that the City Manager is authorized to accept and to appropriate donations for existing and new scholarship funds, and bequests from wills and trusts in amounts of up to \$50,000 in Fiscal Year 2021; and

BE IT FURTHER ORDERED, that the City Manager is authorized to enter into standard form trust agreements and other associated documents and/or agreements as approved by the Corporation Counsel.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 14, 2020

SUBJECT: Order 76-20/21 Authorizing Corporation Counsel to Undertake Civil Actions to Collect Delinquent Personal Property Taxes -- Sponsored by the Finance Committee, Nicholas M. Mavodones, Jr., Chair

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 item will give Corporation Counsel a standing authorization to undertake civil actions to collect any delinquent personal property taxes that arise during the course of the fiscal year.

Otherwise it would be necessary for the City Council to specifically authorize each individual legal action. This general authorization will take the place of the case by case approach.

This item was postponed on September 9, 2020 to this meeting to coincide with consideration of the Appropriation Resolve. 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. 7. FY2021 Authorizing Corp Counsel ...Collect Delinquent Personal Property Taxes

Prepared by:

Date: 9/14/2020

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 AUTHORIZING CORPORATION COUNSEL
TO UNDERTAKE CIVIL ACTIONS TO COLLECT
DELINQUENT PERSONAL PROPERTY TAXES**

ORDERED, that the Corporation Counsel, through the use of City Attorneys or Contractors, is hereby authorized to institute legal proceedings on behalf of the City to collect delinquent personal property taxes against debtors who have failed to pay the taxes when due.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 14, 2020

SUBJECT: **Order 77-20/21 Designating Fiscal Year 2020 Funds for Specific Island Services**
-- Sponsored by the Finance Committee, Nicholas M. Mavodones, Jr., Chair

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 municipal budget includes \$40,000 for use on Peaks Island in addition to the funds used to pay for direct and indirect city services. Pursuant to a request from the Peaks Island Council these funds will be used as follows in FY21:

Item A:Peaks Island Summer Bike Ticket Program\$500

Item B:PI Needs--Based Boat Tickets\$3,000

Item C:PI Portland Public Middle & High School Student Boat Passes
Boat Passes\$4,500

Item D:PI Full Time College Students (Portland Area) 3
Monthly Stickers\$450

Item E:PI Children Attending Private Schools Vouchers\$400

Item F:PI ITS (Island "Taxi"): Island Transportation System\$22,695

Item G:PI PITEA (Heating): Peaks Island Tax & Energy Assistance\$4,000

Item H:PI PEAT: Peaks Island Environmental Team Visitor Education Materials\$700

Item I:PI Administrative Expenses\$2,000

Item J:PI Food Pantry\$1,000

Item K:Fifth Maine Museum: Bronze Plaque Maine Bicentennial Event\$755

TOTAL:\$40,000

This item must be read on two separate days. It received its first reading on September 9, 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

VIII. LIST ATTACHMENTS

1. 9. FY21 Funds for Specific Island Services

Prepared by:

Date: 9/14/2020

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 DESIGNATING FISCAL YEAR 2021 FUNDS FOR
SPECIFIC ISLAND SERVICES**

ORDERED, that \$40,000 from the Fiscal Year 2021 municipal budget is hereby designated to pay for the Peaks Island services specified in list attached hereto.

Item A:	Peaks Island Summer Bike Ticket Program	\$500
Item B:	PI Needs-Based Boat Tickets	\$3,000
Item C:	PI Portland Public Middle & High School Student Boat Passes	\$4,500
Item D:	PI Full-time College Students (Portland Area) 3 Monthly Stickers	\$450
Item E:	PI Children Attending Private Schools Vouchers	\$400
Item F:	PI ITS (Island “Taxi”): Island Transportation System	\$22,695
Item G:	PI PITEA (Heating): Peaks Island Tax & Energy Assistance	\$4,000
Item H:	PI PEAT: Peaks Island Environmental Team Visitor Education Materials	\$700
Item I:	PI Administrative Expenses	\$2,000
Item J:	PI Food Pantry	\$1,000
Item K:	Fifth Maine Museum: Bronze Plaque Maine Bicentennial Event	\$755
TOTAL:		\$40,000

MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 14, 2020

SUBJECT: Order 78-20/21 Appropriating \$340,000 from Unassigned Fund Balance for the City Revaluation Extension, Pictometry and ReCode – Sponsored by the Finance Committee, Nicholas M. Mavodones, Jr., Chair

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 sum of \$340,000 of Unassigned Fund Balance is appropriated by this item for use towards the items below. This funding is in lieu of a operating budget requests and will be used to pay one--time expenses related to the City Revaluation Extension and Planning ReCode.

1)Tyler contract extension for revaluation effective date change : \$185,000

2)Eagleview (Pictometry) flyover – 3 year contract: \$60,000

3)Planning City Code Re-Write: \$95,000

This item must be read on two separate days. It received its first reading on September 9, 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

VIII. LIST ATTACHMENTS

1. 10. Appropriating \$340K fr Unassigned Fund Balance for City Revaluation Extension 9.9.2020

Prepared by:

Date: 9/14/2020

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 APPROPRIATING \$340,000 FROM UNASSIGNED FUND BALANCE
FOR THE CITY REVALUATION EXTENSION, PICTOMETRY AND RECODE**

ORDERED, that \$340,000 from unassigned fund balance is hereby appropriated for the City Revaluation Extension, Pictometry, and the ReCode; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or his or her designee to execute said document and any other related documents necessary or convenient to carry out the intent of said document.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 14, 2020

SUBJECT: **RELATED ORDINANCE AMENDMENT: Order 79--2021 Amendment to Portland City Code RE: Various Fee Increases for Fiscal Year 2021 -- Sponsored by the Finance Committee, Nicholas M. Mavodones, Jr., Chair**

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 Finance Committee met on September 10, 2020, and voted 2--1 (Mavodones) to amend this order by adding an increase to the parking meter rate, from \$1.75 an hour to \$2.00 per hour. The Amendment is in the back-up material.

This order amends the Portland City Code to add the fees shown below:

Part 1 amends the following fees in Chapter 10 in §10-102 (c), effective October 1, 2020:

Chapter10	Description	CurrentFee	ProposedFee
Fire Prevention and Protection			
Sec.10-102 (c)	Master box connections to the dispatch center: Connection and Maintenance Fees		
10-102 (c) (1)	New connection fee	\$500	\$550
10-102 (c) (2)	Annual maintenance fee	\$225	\$275
Total revenue increase for FY21: \$19,750			

Part 2 amends the following fees in Chapter 24 in §24-72 and §24-84.

(a) The proposed sewer rate for October 1, 2020 is **\$11.15** per hundred cubic feet (hcf), up from the July 1, 2019 rate of \$10.40 hcf.

Chapter24	Description	CurrentFee	ProposedFee
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Sewers			
<i>Sec.24--72</i>	Sanitarysewerusercharges		
24--72 (c)	Seweruserfees	\$10.40/hcf	\$11.15/hcf

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. Fee Increases for FY2021 9.9.2020
2. Amend Order 79-FY21 Fee Increases for FY2021 9.9.2020

Prepared by:

Date: 9/14/2020

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

**Re: VARIOUS FEE INCREASES AND DEADLINE CHANGES FOR FISCAL YEAR
2020 IN CHAPTERS 10, 24, 25 and 34**

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

*1. That Section 10-102 is hereby amended, which said section
reads as follows:*

Sec. 10-102. Master box connections to the dispatch center.

(a) *New connections.* No buildings, other than those listed in section 10-67 of this article and those which, if new, would be required to connect under subsection (b) hereof shall, after the effective date hereof, be permitted to connect by master box alarm system to the dispatch center. Any person eligible to make a connection hereunder may apply to the fire chief on a form to be devised by him for such purpose. Said application shall contain insurance and indemnification requirements as determined by the fire chief. Applications shall be acted upon when complete, provided, however, that nothing herein shall require the fire chief to approve any application or to provide or maintain sufficient capacity for such connections as may otherwise be eligible hereunder. No connection shall be made without prior payment of the new connection and annual maintenance fees prescribed in this section, and unless the fire chief first finds that the building to be connected and the alarm system meet all applicable codes and regulations. All connections shall be made by the alarm user under the direction and supervision of the fire chief and at the alarm user's expense, except that final connection to the dispatch center shall be made by the fire chief.

...

(c) *Connection and maintenance fees.* The following fees shall apply to each fire alarm system connected to the dispatch center:

(1) New connection fee \$~~500~~550.00

(2) Annual maintenance fee ~~225~~275.00

Except that for each
additional alarm system
at the same location 100.00

(3) Conversion of mechanical
Master Box Alarm System to
Wireless Mater Box Alarm
System 275.00

First-time payments of the annual maintenance fee shall be prorated over the number of months, including any fraction thereof, remaining between the date of payment and the following June thirtieth, provided, however, that in no case shall the fee be reduced to less than half. The annual maintenance fee shall thereafter be due and payable in full on July first. If payment is not made within thirty (30) days thereafter, the alarm user shall forthwith be notified in writing by the fire chief of the impending disconnection of the alarm system, which shall be disconnected by the fire chief as soon thereafter as practicable. Any unpaid charges assessed under this section shall be enforceable by lien against the property serviced by the alarm and shall be collected pursuant to section 1-16 of this Code.

...

2. That Sections 24-72 and 24-84 are hereby amended, which said sections read as follows:

Sec. 24-72. Sanitary sewer user charges.

(a) *Applicability.* There are levied upon all parcels of land charges for cost of treatment of wastewater and stormwater and for the operation and maintenance of the wastewater system.

...

(c) *Computation.* The user charges shall be computed in accordance with the following schedule, as from time to time amended, which shall be sufficient to meet costs of the eligible purposes for which such charges may be used. Beginning ~~July~~
October 1, ~~2019~~2020, user charges under this section for both dwelling units and commercial units shall be ten dollars and forty cents (~~\$10.40~~11.15) per hundred cubic feet of volume for connected

parcels of land. The user charge for developed but unconnected parcels of land shall be one dollar and seventy-one cents (\$1.71) per hundred cubic feet of volume. Each metered billing unit shall have a minimum charge of at least one hundred (100) cubic feet per month.

...

Sec. 24-84. Stormwater Service Charge.

(a) There is levied upon all developed land stormwater service charges for the cost of providing stormwater services. All developed land shall be charged six dollars and ~~thirty-seventy-five~~ cents (\$~~6.30~~ 6.75) per month per one thousand two hundred (1,200) square feet of impervious surface area, rounded to the nearest one thousand two hundred (1,200) square feet of impervious surface area.

...

3. That Section 25-27 hereby amended, which said section reads as follows:

Sec. 25-27. Fees and fines.

(a) The following fees are hereby established for the issuance of a revocable street and sidewalk occupancy permit:

...

(3) Vehicles, equipment, or construction materials, as follows:

- a. The Parking Space Permit shall be \$~~25~~30.00 per day or any portion thereof;
- b. The Sidewalk Permit shall be \$~~20~~25.00 per day or any portion thereof;
- c. The Single Lane Closure Permit shall be \$~~50~~100.00 per day or any portion thereof; and
- d. the Street Closure Permit shall be \$~~100~~250.00 per day or any portion thereof.

4. That Section 34-5 and 34-16 are hereby amended, which said sections read as follows:

Sec. 34-5 Permitted, prohibited, and exempt pesticides

Subject to the applicability dates set forth in Sec. 34-14 herein, the following provisions shall apply to all outdoor pest management activities in the City.

(a) Permitted Pest Management Activities and/or Materials, except as provided in (b) (3) below:

...

(b) Exempt Applications. The following applications are exempt from the provisions of this ordinance (and therefore are allowed):

...

5. Applications on fields at High Use Athletic facilities (until January, ~~2021~~2023, unless this date is extended by the City Council);

...

Sec. 34-16. Effective date; Applicability dates.

In order to allow time for residents and businesses to become familiar with the requirements of this ordinance, the prohibitions on the use of certain products and/or applications (and the related public notification, signage and reporting requirements) shall be effective as follows:

(a) Phase One: Commencing no later than July 1, 2018, the provisions set forth in Sec. 34-5 on outdoor pest management activities shall apply to City-owned property (but not to high use athletic fields or golf courses);

...

(c) Phase Three: Commencing no later than January 1, ~~2021~~2023, the provisions set forth in Sec. 34-5 on outdoor pest management activities with respect to high use athletic fields shall apply to public or private property, except that the City Manager or his or her designee may request that the City Council extend this applicability date if he or she determines more time is necessary to transition to organic management practices for these properties and facilities.

BE IT FURTHER ORDERED, that this amendment is enacted as an
Emergency, pursuant to Article II, Section 11 of the
Portland City Charter, in order to make it effective
on October 1, 2020.

**AMENDMENT OF ORDER 79-20/21
PREPARED BY CORPORATION COUNSEL FOR THE FINANCE COMMITTEE
RE: \$0.25 PER HOUR INCREASE IN PARKING METER**

**AMENDMENT TO PORTLAND CITY CODE
Re: VARIOUS FEE INCREASES AND DEADLINE CHANGES FOR FISCAL YEAR
2020 IN CHAPTERS 10, 24, 25, 28, and 34**

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

1. *That Section 10-102 is hereby amended, which said section reads as follows:*

...

2. *That Sections 24-72 and 24-84 are hereby amended, which said sections read as follows:*

...

3. *That Section 25-27 hereby amended, which said section reads as follows:*

...

4. *That Section 28-86 is hereby amended, which said sections read as follows:*

Sec. 28-86. Parking meter rates.

The rate for parking at a meter in the city shall be ~~one-two~~ dollars ~~and seventy-five cents~~ (~~\$1.75~~2.00) per hour as follows: ~~two-one and one-half~~ (~~21.5~~) minutes for the first nickel (\$0.05); three (3) minutes for a dime (\$0.10); and ~~nine-seven and one-half~~ (~~97.5~~) minutes for a quarter. The City Manager may charge a convenience fee in addition to the parking meter rates.

45. *That Section 34-5 and 34-16 are hereby amended, which said sections read as follows:*

...

BE IT FURTHER ORDERED, that this amendment is enacted as an Emergency, pursuant to Article II, Section 11 of the Portland City Charter, in order to make it effective on October 1, 2020.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 14, 2020

SUBJECT: Continuation of Order 79-20/21 Amendment to Portland City Code RE:
Various Fee Increases for Fiscal Year 2021

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

Part 2 - Continuation

(b) The proposed stormwater rate for **October 1, 2020** is **\$6.75** per 1,200 sf of impervious surface area, up from the July 1, 2019 rate of \$6.30.

Chapter24	Description	Current Fee	Proposed Fee
Stormwater			
<i>Sec.24--84(a)</i>	Stormwater Service Charge		
	Stormwater Service Charge	\$6.30*	\$6.75*

* Fee per 1,200 sf impervious surface area.

Part 3 amends the following fees in Chapter 25 in [§25-27](#):

Chapter 25	Description	Current Fee	Proposed Fee
Streets,Sidewalks,and Other Public Places			
<i>Sec.25-27</i>	Fees and fines		
25-27 (a) (3) a.	Parking Space Permit	\$25/day	\$30/day
25-27 (a) (3) b.	Sidewalk Permit	\$20/day	\$25/day

25-27 (a) (3) c.	Single Lane Closure Permit	\$50/day	\$100/day
25-27 (a) (3) d.	Street Closure Permit	\$100/day	\$250/ day

All fee increases are effective October 1, 2020.

This item must be read on two separate days. It received its first reading on September 9, 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

VIII. LIST ATTACHMENTS

None

Prepared by:

Date: 9/14/2020

MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 14, 2020

SUBJECT: APPROPRIATION RESOLVE

**Order 80-20/21 Fiscal Year 2020--2021 Appropriation Resolve -- Sponsored
by the Finance Committee, Nicholas M. Mavodones, Jr., Chair**

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 Finance Committee met on September 10, 2020 and approved several changes to the City Manager's Fiscal Year 2021 Budget, as shown in that committee's minutes in the back up material. Also in the back-up material is the Amendment to the Appropriation Resolve that shows the changes in the municipal appropriate and tax levy.

The Appropriation Resolve contains the City Manager's recommended budget for Fiscal Year 2021 for general municipal purposes in the amount of \$256,696,405. In addition it contains the Portland School's Education approved budget for FY2021 in the amount of \$119,862,677.

The tax levy based upon the City Manager's recommended budget is \$93,689,579 and \$94,338,744 for the Portland School's Education approved Budget. The Portland School's Education's approved Budget and the City Manager's budget recommendations for municipal purposes results in a combined tax levy of \$188,028,323 for Fiscal Year 2021. The tax rate based on the combined levies would be \$23.30 per \$1,000 of assessed value, a 0.04% decrease.

The Appropriation Resolve also directs the Assessor of Taxes to assess a tax upon all real and personal property liable to be taxed as of April 1, 2020 and sets October 30, 2020 as the tax due date, which may be paid in two installments due on October 30, 2020, and March 19, 2021.

The delinquency rate of interest is set at 8.0% per year, and the abatement rate of interest is set at 4.0% per year.

This item must be read on two separate days. It received its first reading on September 9, 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

VIII. LIST ATTACHMENTS

1. C. Approp Resolve - FY2021
2. C. AMENDMENT OF Approp Resolve - FY2021
3. Finance Committee September 10, 2020 Meeting Minutes (draft)
4. AMENDMENT 2 to Finance Committee Rec. Manager's Budget C. Ray 9.21.2020
5. AMENDMENT 3 to Finance Committee Rec. Manager's Budget C. Ray 9.21.2020
6. AMENDMENT 4 to Finance Committee Rec. Manager's Budget C. Ray 9.21.2020
7. BRay Overview, Backup for Budget Amendments to FY 2021 City Budget
8. FY21 CO Budget Packet Backup Materials to Legal for 09-09-20 1st Read (Final 09-02-20)
9. Public Restroom Facilities Memo (1)

Prepared by:

Date: 9/14/2020

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)

FISCAL YEAR 2020-2021 APPROPRIATION RESOLVE

RESOLVED, that the sum of **\$256,696,405** is hereby appropriated for Fiscal Year 2021 for General Municipal purposes; and

BE IT FURTHER RESOLVED, that the sum of **\$119,862,677** is hereby appropriated for Fiscal Year 2021 for School purposes; and

BE IT FURTHER RESOLVED, that the Assessor of Taxes of the City of Portland be and hereby is directed to assess a tax upon all real estate liable to be taxed therein and to assess the owner of, or such other persons as may be liable by law for, personal property liable to be taxed therein on the first day of April, 2020 and not exempt from taxation, to the aggregate amount of **\$93,689,579** for municipal purposes and **\$94,338,744** for school purposes for a total tax levy of **\$188,028,323** for Fiscal Year 2021, resulting in a tax rate of **\$23.30** per \$1,000 of valuation (a **0.04%** decrease) and in accordance with the provisions of the Statutes of Maine; and

BE IT FURTHER RESOLVED, all taxes assessed as above and committed to the Director of Finance shall be due on October 30, 2020, and payable in two equal installments, the first due on the 30th day of October, 2020, and the second installment due on the 19th day of March, 2021. The delinquency rate of interest shall be eight percent (8%) per annum on all payments received after the respective due dates and the abatement rate of interest shall be four percent (4.0%) per annum.

**AMENDMENT TO ORDER 80-20/21
PREPARED BY CORPORATION COUNSEL
FOR THE FINANCE COMMITTEE
RE: REVISE THE FISCAL YEAR 2021 BUDGET WITH CHANGES**

RESOLVED, that the sum of ~~\$256,696,405~~\$256,842,205 is hereby appropriated for Fiscal Year 2021 for General Municipal purposes; and

BE IT FURTHER RESOLVED, that the sum of **\$119,862,677** is hereby appropriated for Fiscal Year 2021 for School purposes; and

BE IT FURTHER RESOLVED, that the Assessor of Taxes of the City of Portland be and hereby is directed to assess a tax upon all real estate liable to be taxed therein and to assess the owner of, or such other persons as may be liable by law for, personal property liable to be taxed therein on the first day of April, 2020 and not exempt from taxation, to the aggregate amount of ~~\$93,689,579~~\$93,610,479 for municipal purposes and **\$94,338,744** for school purposes for a total tax levy of ~~\$188,028,323~~\$187,949,223 for Fiscal Year 2021, resulting in a tax rate of ~~\$23.30~~\$23.29 per \$1,000 of valuation (a ~~0.04%~~0.1% decrease) and in accordance with the provisions of the Statutes of Maine; and

BE IT FURTHER RESOLVED, all taxes assessed as above and committed to the Director of Finance shall be due on October 30, 2020, and payable in two equal installments, the first due on the 30th day of October, 2020, and the second installment due on the 19th day of March, 2021. The delinquency rate of interest shall be eight percent (8%) per annum on all payments received after the respective due dates and the abatement rate of interest shall be four percent (4.0%) per annum.

**City of Portland, Maine
Finance Committee Meeting
Thursday, September 10th, 2020
5:30 p.m. via Zoom
PUBLIC RECORD OF MEETING**

**Complete Public Record of Meeting can be found at the link below:
https://townhallstreams.com/stream.php?location_id=42&id=31955**

Summary Info on Attendees and Results of Votes Taken:

Attendees: Finance Committee Chair Mavodones, Committee Members Costa & Ray, Mayor Snyder, Councilor Chong, City Staff, and Public

Votes Taken (ones which passed are shown in bold):

Amendment Proposal #1 (Motion made by Ray, Seconded by Costa) - Passes 3-0

- Add \$75,000 in City Council Legal Services for Charter Commission
- Add \$75,000 for City Council Contractual Services for Racial Equity Steering Committee and Independent Investigation into Police Department

Amendment Proposal #2 (Motion made by Ray, Seconded by Costa) - Passes 3-0

- Remove \$12,000 from City Council budget (\$8000 from travel, \$4000 from food)

Amendment Proposal #3 (Motion made by Ray, Seconded by Costa) - Passes 2-1 (Mavodones)

- Add 25 cents to the meter rate, adding \$224,900

Amendment Proposal #4 (Motion made by Ray, Seconded by Costa) - Fails 1-2 (Costa, Mavodones)

- Add back sustainability associate - \$30,850
-

Amendment Proposal #5 (Motion made by Ray, Seconded by Costa) - Fails 1-2 (Costa, Mavodones)

- Fund Heritage Tree Ordinance at \$41,000

Amendment Proposal #6 (Motion made by Ray, Seconded by Costa) - Fails 1-2 (Costa, Mavodones)

- Maintenance Worker / Groundskeeper - \$57,055

Amendment Proposal #7 (Motion made by Ray, Seconded by Costa) - Passes 2-1 (Mavodones)

- Stipends for Racial Equity Steering Committee - \$7,800

Vote to recommend the FY21 City Manager Recommended Budget to the Full City Council (as amended by the three amendments approved by the Finance Committee - Motion made by Ray Seconded by Costa) – Passes 3-0

Motion to Adjourn (made by Costa, Seconded by Ray) – Passes 3-0

**AMENDMENT 2 TO ORDER 80-20/21 APPROPRIATION RESOLVE FOR
THE FISCAL YEAR 2020-2021 MUNICIPAL BUDGET
PREPARED BY CORPORATION COUNSEL
FOR COUNCILOR RAY**

**RE: ADDING A SUSTAINABILITY ASSOCIATE, GROUNDSKEEPER AND
FUNDING FOR THE HERITAGE TREE ORDINANCE**

ORDERED, that the following shall be added to the Fiscal Year 2021 Budget:

1. A Sustainability Associate with funding of \$30,580;
2. A full-time position of Maintenance worker with funding of \$57,055; and
3. Funding to implement the Heritage Tree Ordinance of \$30,000.

**AMENDMENT 3 TO ORDER 80-20/21 APPROPRIATION RESOLVE FOR
THE FISCAL YEAR 2020-2021 MUNICIPAL BUDGET
PREPARED BY CORPORATION COUNSEL
FOR COUNCILOR RAY**

RE: FUNDING PORT-A-POTTY RENTALS AND MONITORING

ORDERED, that \$56,580 shall be added to the Fiscal Year 2021 Budget to fund Port-A-Potty rentals and monitoring.

**AMENDMENT 4 TO ORDER 80-20/21 APPROPRIATION RESOLVE FOR
THE FISCAL YEAR 2020-2021 MUNICIPAL BUDGET
PREPARED BY CORPORATION COUNSEL
FOR COUNCILOR RAY**

RE: FUNDING SPECIAL CHARTER COMMISSION ELECTION

ORDERED, that \$38,454 shall be added to the Fiscal Year 2021 Budget to fund a Special Election for the 2020 Charter Commission elected members.

Overview of Proposed Budget Amendments

Prepared by Councilor Ray for the September 21, 2020 Council Meeting

Amendments approved at the Finance Committee – Net Impact: (\$79,110)

- #1 Increase parking rate, reduce council budget, add stipends for Racial Equity S.C.

Increase parking meter rate by 25-cents.....(\$224,910)

Reduce Council Budget(\$12,000)

This reduction is accomplished by reducing the travel line by \$8,000 (leaving a balance of \$4,000 for travel) and reducing the food line by \$4,000.

These reductions leave a balance of \$4,000 for travel and \$2,000 for food in the Council budget for FY21.

Stipends for Racial Equity Steering Comm\$7,800

13 members @ \$600 each

Police review related to June 1 into June 2 protest\$50,000

Other items in racial equity resolution\$25,000

Charter Commission work during FY21\$75,000

With these approved changes, the net effect on the City Manager's proposed budget came to (\$79,110), which represents a further one-cent reduction to the FY20 mil rate (the Manager's budget had already reduced it by one-cent).

Thus, the Council could add up to \$162,500 to the budget with no increase to the mil rate from FY20 to FY21.

Overview of Proposed Budget Amendments

Prepared by Councilor Ray for the September 21, 2020 Council Meeting

Amendments being offered at the 9/21/2020 Council Meeting

- #2 Parks, Rec & Facilities Positions \$110,365
 Sustainability Associate (\$30,580)
 Maintenance Worker/Groundskeeper (\$57,055)
 Heritage Tree Ordinance Costs* (\$30,000)
 Tree Inspector - \$23,000
 Mileage Reimbursement/Supplies (\$7,000)
- #3 Porta Potty Rentals & Monitoring \$56,580
 (2) Handicap Units, Clean 6x/week for 9 months
 (6) Standard Units, Clean 6x/week for 9 months
 Includes \$42,120 for monitoring (40 hours/wk @ \$15/hr + fringe)
- #4 Charter Commission Special Election \$38,454

Cost for all.....\$212,669

**Amount Council Can Add with no
change to mil rate from FY20 to FY21\$162,500 (see note, below)**

Impact to mil rate if all pass.....01 (one-cent)

* Parks, Rec & Facilities assessed Tree Ordinance costs at \$41,000: Tree Inspector (\$23,000), Vehicle (\$15,000), Computer/Office Supplies (\$3,000). I am putting forth an amendment in the amount of \$30,000 for this work—\$23,000 for the Tree Inspector and \$7,000 toward vehicle mileage reimbursements and/or supplies.

NOTE: The Council could add \$162,500 to the budget with no increase to the mil rate from FY20 to FY21. If the above amendments were all to pass, the additional \$50,169 beyond the \$162,500 would add one-cent to the mil rate for FY21. A one-cent increase to the mil rate represents \$3.00 in additional property tax payments on a property assessed at \$300,000.

Budget Amendment Back-up Materials

Prepared by Councilor Ray for the September 21, 2020 Council Meeting

Amendment #1: Finance Committee Recommended Budget

Parking Meter Increase: Brief Explanation and a Few Key Details

I do not propose this increase lightly, as I understand there are lean years ahead, and having the flexibility to raise parking rates in the future may offer some relief. However, given how low our on-street parking rates are in comparison to area garages (including our own) and a similar business district in Portsmouth, NH, I believe it makes sense to raise the on-street parking rate by 25-cents now.

At an hourly rate of \$2.00/hr, the City of Portland will be on pace with Portsmouth, NH but will still be far below local garage rates, including those garages owned by the city. This significant difference will allow for future increases to the on-street parking rate if necessary.

- Current Meter Rate in Portland = \$1.75/hr
- Raising the current rate of \$1.75/hr to \$2.00/hr would generate an estimated \$224,910 in revenue during the remaining 9 months of FY21.
- Current Meter Rate in Portsmouth, NH = \$2.00/hr in high occupancy zone, which is most of downtown area. This rate goes to \$5.00/hr for the 4th hour and beyond.
- The Parking Division survey from September 2020 shows that the majority of hourly rates in garages and lots are \$5/hr and up. I've highlighted a few below.

Hourly Garage/Lot Rates in Portland*

Spring Street Garage	\$3/hr
Monument Square Garage	\$3/hr
Cumb. County Courthouse	\$3.50/hr
Free St (lot across from CIA)	\$4.50/hr
Temple Street	\$5/hr
Casco Bay Garage	\$5/hr
Public Mkt Garage	\$5/hr
Ocean Gateway	\$5/hr
Custom House Square	\$5/hr
Gateway Garage	\$5/1hr; \$12/2hrs; \$16/3hrs; \$20/4hrs
2 India St Lot	\$5.50/hr
Fore Street Garage	\$6/hr
DiMillo's	\$6/hr
Fisherman's Wharf	\$7/hr

* Rates based on September 2020 survey by the City of Portland Parking Division, available here: <https://www.portlandmaine.gov/DocumentCenter/View/1362/Parking-Survey?bidId=>

Budget Amendment Back-up Materials

Prepared by Councilor Ray for the September 21, 2020 Council Meeting

Reduction of Council Budget by \$12,000

The reduction of \$12,000 is accomplished by reducing the travel line by \$8,000 and reducing the food line by \$4,000.

These reductions leave a balance of \$4,000 for travel and \$2,000 for food in the Council budget for FY21. Considering that we are looking at a nine-month period and that COVID is likely to restrict in-person meetings and trainings for quite some time, these amounts seem sufficient.

Racial Equity Steering Committee Stipends (\$7,800)

While doing outreach to encourage people to apply for the Racial Equity Steering Committee, I spoke with many folks about this. To a one, they all agreed it was essential to offer stipends to members of the Racial Equity Steering Committee to support this work. The stipends I have recommended, \$600 per person, amount to \$75 per meeting, assuming the committee meets eight (8) times over the course of four (4) months.

Amendment #2: Parks, Recreation & Facilities Positions (\$110,365)

Sustainability Associate..... \$30,580

Maintenance Worker/Groundskeeper \$57,055

Heritage Tree Ordinance Costs \$30,000

Tree Inspector (\$23,000)

~~Vehicle (\$15,000; one time cost)~~

~~Computer, Office Supplies (\$3,000)~~

Mileage Reimbursement/Supplies (\$7,000)

The Parks, Recreation & Facilities Department originally assessed the Tree Ordinance costs at \$41,000: Tree Inspector (\$23,000), Vehicle (\$15,000), Computer/Office Supplies (\$3,000).

This amendment proposes funding the work at \$30,000: \$23,000 for the Tree Inspector and \$7,000 towards vehicle mileage reimbursements and/or supplies. All of these positions are necessary for the PR&F Department to do the necessary work associated with ordinances (Energy Benchmarking, Pesticides, Tree Ordinance) and goals and resolutions (Climate Action Plan, Climate Emergency, various benchmarks) approved by the Council.

Budget Amendment Back-up Materials

Prepared by Councilor Ray for the September 21, 2020 Council Meeting

Amendment #3: Porta Potty Rentals & Monitoring (\$56,580)

This cost would cover eight (8) porta potty rentals for nine (9) months, October 2020-June 2021. It also includes funding for monitoring of the porta-potties in the amount of \$42,120.

- (2) Handicap Units, Cleaned 6x/week by rental company for 9 months
- (6) Standard Units, Cleaned 6x/week by rental company for 9 months
- Includes \$42,120 for monitoring (calculated at 40 hours/wk @ \$15/hr + fringe); the monitor(s) would be responsible for basic check-ins/supervision to prevent vandalism or misuse as well as regular cleanings to ensure the portable toilets comply with CDC guidance

Ultimately, it would be up to city staff to determine where the porta-potties are deployed and how they are monitored/cleaned. My thought in crafting this amendment was that we could create two banks of portable toilets, each with three (3) standard units and (1) handicap unit. Placing the portable toilets in banks like this, in public areas, would allow for better visibility and access as well as better oversight.

One bank could be placed in the parking area on State Street adjacent to Deering Oaks, a very public location where misuse would be observed and reported. The other bank could be placed near the Midtown Community Policing office in Bayside, which would also provide for easy access and natural oversight. The funding for monitoring would allow for one FTE, or two PTEs. In either case, the hours need not be 40-straight hours (i.e., 9am-5pm, 5 days a week), nor do they need to be exclusively M-F hours.

While I would like to see the portable toilets open 24/7, hours could be established (closed from midnight to 6am, for instance) in order to ensure they can be cleaned and monitored appropriately.

Amendment #4: Charter Commission Special Election (\$38,454)

(see Clerk's Memo for details)



Keith N. Gautreau
Fire Chief, Fire Department

To: Brendan O'Connell, Finance Director
Jennifer Lodge, Budget Analyst
Anne Bilodeau, Deputy Finance Director
From: Keith Gautreau, Fire Chief
Date: 9/2/2020
RE: FY21 Fee Changes for Fire Department – Crash Response

This order reinstitutes previously existing administrative fees for the Fire Department for Crash Responses. Fees will cover the apparatus and personnel costs associated with vehicle crash responses. Such fees shall include 1) fire department response to a motor vehicle crash (\$400); 2) Heavy Rescue response to a motor vehicle crash (\$650); and 3) fire department response to a motor vehicle fire (\$500). This does not include any Haz-Mat response, fees for which are billed separately. Fees will be billed by a third party billing agency, and will be billed to the automobile insurance companies wherever possible. If approved, these fees will take effect October 1, 2020.

Fee Type	Current Fee	Proposed Fee	Est Additional Revenue
Fire Response to Vehicle Crashes	\$0	\$400	\$40,000 \$400 X 100
Heavy Rescue Response to Vehicle Crashes	\$0	\$650	\$65,000 \$650 X 100
Vehicle Fire Response	\$0	\$500	\$5,000 \$500 X 10

Sincerely,

A handwritten signature in black ink, appearing to read 'K. Gautreau', with a long horizontal flourish extending to the right.

Keith Gautreau
Fire Department

FY21 REVENUE FEE SCHEDULE CHANGE

Department: Fire Administrative Fees

<u>Account #</u>	<u>Revenue Description</u>	<u>Current Fee</u>	FY21
			<u>Proposed Fee *</u>
10022300-342000	Fire Response to Vehicle Crashes	\$0	\$400
10022300-342000	Heavy Rescue Utilization	\$0	\$650
10022300-342000	Vehicle Fire Response	\$0	\$500

*If approved, these fees shall take effect October 1st, 2020 due to late budget passage

10022300-342000	Level I Hazmat Response	\$250.00/hr/Unit Actual Cost
10022300-342000	Hazardous Materials Spill Response	\$125.00 Actual Cost
10022300-342000	HazMat Plug Kit	\$65.00 Actual Cost

CITY OF PORTLAND, MAINE

Memorandum

TO: Jon P. Jennings, City Manager

FROM: Gina Tapp,  Director of Human Resources

DATE: August 21, 2020

RE: FY21 Budget Order Re: Implementing Human Resources and Fringe Benefit Budgets

Please have the attached Council Order accompany the FY21 budget. This item should be given a first reading on September 9, 2020 and postponed to the September 21, 2020 meeting along with other budget related items.

STATEMENT OF FACT:

ORDER AUTHORIZING THE CITY MANAGER TO ENTER INTO CERTAIN AGREEMENTS TO IMPLEMENT THE HUMAN RESOURCES AND CERTAIN FRINGE BENEFIT BUDGETS.

Each year the City of Portland enters into agreements to provide services contained in budgets tied to departmental programs.

Human Resources contracts for professional training services, physical fitness testing and services for the Civil Service Commission (written examinations, job suitability assessments and medical examinations).

The Medical budget contains contracted services for claims administration.

The Worker's Compensation budget contains contracted services for claims administration and drug and alcohol testing.

This order will authorize the City Manager to enter into such agreements.

cc: Danielle West-Chuhta, Corporate Counsel
Jennifer Lodge, Budget Analyst

CITY OF PORTLAND, MAINE

Memorandum

TO: Jon P. Jennings, City Manager

FROM: Danielle West-Chuhta, Corporate Counsel
DW-C

DATE: August 21, 2020

RE: ORDER RE: SELF-INSURED LIABILITY PROGRAM

STATEMENT OF FACT:

This item is requested upon the recommendation of the Office of the Corporation Counsel. The intent is to clearly indicate that the City's limit of liability is that imposed by the Maine Tort Claims Act, notwithstanding the fact that the annual appropriation or the cumulative reserve may exceed \$400,000. This item should be given a first reading on September 9, 2020 and then postponed to the September 21, 2020 meeting along with other budget related items.

cc: Nancy English, Paralegal / Legal Assistant
Jennifer Lodge, Budget Analyst

MEMORANDUM
City Council Agenda Item

TO: Mayor & Members of the City Council

FROM: Ethan Hipple, Deputy Director of Parks Recreation & Facilities

DATE: August 21, 2020

DISTRIBUTION: City Manager, Sonia Bean, Danielle West-Chuhta, Nancy English, Jennifer Lodge

SUBJECT: Order Authorizing the Director of Parks, Recreation and Facilities to Set Fees and Enter into Rental Agreements for City Facilities

Staff has historically set fees and signed rental agreements for City facilities such as Merrill Auditorium, the Portland Exposition Building and Ocean Gateway. These facilities host 100s of events on an annual basis and while many events are similar in nature, all are also somewhat unique and require different staffing levels and services, and are therefore priced accordingly. The City's legal department has created a standard rental agreement. Any changes to the terms of standard agreement, other than pricing are reviewed by legal prior to being changed. This order would authorize the Director or her/his designee to continue to sign such agreements and reaffirm this long-standing practice.

Also these venues and others, for such as the Riverside Golf Course, Riverside Grill, Cemeteries, and Troubh Ice Arena are run in a business-like manner and need the flexibility to be able to offer specials and adjust pricing based on market conditions. This order will further reaffirm the practice of these fees being set administratively.





CITY OF PORTLAND
Parks, Recreation & Facilities Department
Ethan Hipple, Director

To: Brendan O'Connell, Finance Director
Jennifer Lodge, Budget Analyst
Anne Bilodeau, Deputy Finance Director
From: Ethan Hipple, Acting Director of Parks, Recreation & Facilities
Date: 8/24/2020
RE: FY21 Athletic Facilities Fee Changes

The Athletic Facilities Division is increasing fees to keep up with operating costs of the fields. As we continue our transition to 100% organic practices on our grass fields, our labor, materials, and equipment expenses will continue to rise, and our rates are set to reflect that. For example, our grass athletic fields need additional aeration, composting, slice seeding, and irrigation in order to increase soil and turf health. These additional costs will be partially offset by user fees.

Our fees for artificial turf fields are being raised to reflect the increasing cost of labor and maintenance to staff events at these fields, as well as to cover normal wear and tear and repairs.

	Current Fees	Proposed Fees
Fitzpatrick & Memorial Stadiums without lights - Resident Youth Groups	\$45 per hour	\$50 per hour
Fitzpatrick & Memorial Stadiums without lights - Non-Resident Youth Groups	\$85 per hour	\$90 per hour
Fitzpatrick & Memorial Stadiums without lights - Non-Resident Adult Groups	\$165 per hour	\$170 per hour
Fitzpatrick & Memorial Stadiums with lights - Resident Youth Groups	\$120 per hour	\$125 per hour
Fitzpatrick & Memorial Stadiums with lights - Resident Adult Groups	\$160 per hour	\$170 per hour



CITY OF PORTLAND
Parks, Recreation & Facilities Department
Ethan Hipple, Director

Fitzpatrick & Memorial Stadiums with lights - Non-Resident Youth Groups	\$160 per hour	\$165 per hour
Fitzpatrick & Memorial Stadiums with lights - Non-Resident Adult Groups	\$240 per hour	\$265 per hour
All other Athletic Fields without lights - Non-Resident Adult Groups	\$70 per hour	\$80 per hour

Ethan Hipple
Acting Director
Parks, Recreation & Facilities

FY21 REVENUE FEE SCHEDULE CHANGE

Administrative Fees

Recreation & Facilities Mgmt: Athletic Fields

Account #	Revenue Description	FY20 Current Fees	FY21 Proposed Fees
	Fitzpatrick & Memorial Stadiums without lights, per hour		
10033204-367000	Resident youth groups	\$45	\$50
	Resident adult groups	\$95	\$95
	Non-Resident youth groups	\$85	\$90
	Non-Resident adult groups	\$165	\$170
	Fitzpatrick & Memorial Stadiums with lights, per hour		
10033204-367000	Resident youth groups	\$120	\$125
	Resident adult groups	\$160	\$170
	Non-Resident youth groups	\$160	\$165
	Non - Resident adult groups	\$240	\$265
	All Other Athletic Fields without lights, per hour		
10033204-367000	Resident Adult groups	\$40	\$40
	Non-Resident Adult groups	\$70	\$80
	Baseball/Softball Weekend Surcharge	\$10	\$10
	For Profit Youth groups	\$30	\$30
	Non-Profit Youth groups	\$0	\$0
	All Other Atheltic Fields with lights, per hour		
10033204-367000	Resident groups	\$75	\$75
	Non-Resident groups	\$125	\$125
	Baseball/Softball Weekend Surcharge	\$10	\$10
10033204-367000	Tennis Court Rental (Tournaments, Camps, Clinics)		
	Resident (if reserved)	\$10	\$10
	Non-Resident (if reserved)	\$20	\$20

FY21 REVENUE FEE SCHEDULE CHANGE

Department: Parks, Rec & Facilities Division: Cemeteries

Effective 10/01/2020

Resident fees increased 10%

Non-Resident fees increased 20%

<u>Account #</u>	<u>Revenue Description</u>	<u>Current Rate</u>	<u>FY21 Proposed Rate</u>
<u>RESIDENT FEES:</u>			
10033205-363000	Wilde Chapel Rental(Wedding)	\$750	\$750
	Wilde Chapel Rental-Weekday Service	\$350	\$350
	Wilde Chapel Rental-Saturday Service	\$500	\$500
10033205-347050	Holiday Wreaths	\$30-\$45	\$30-\$45
	Interments, Conventional		
10033205-347010	Weekday	\$940	\$1,035
	Weekday – after 2:30 pm	\$1,064	\$1,170
	Saturday – before 11:00 am	\$1,123	\$1,540
	Saturday – after 11:00 am	\$1,377	\$1,740
	Interments, Child (under 5 years)		
10033205-347010	Weekday	\$620	\$680
	Weekday – after 2:30 pm	\$744	\$7815
	Saturday – before 11:00 am	\$940	\$1,180
	Saturday – after 11:00 am	\$1,123	\$1,380
	Internments, Infant (under 1 year)		
10033205-347010	Weekday	\$373	\$410
	Weekday – after 2:30 pm	\$497	\$545
	Saturday – before 11:00 am	\$637	\$710
	Saturday – after 11:00 am	\$734	\$860
	Vault Setting Fee		
10033205-347010	All Interments	\$189	\$205
	Cremation – Urn Vault Placement	\$232	\$255
	Placement of Funeral Home Provided Vault	\$65	\$75
	Grave Re-use Fee		
10033205-347010	For cremains buried on top of existing casket	\$378	\$415
	Interments, Cremains		
10033205-347010	Weekday	\$500	\$550
	Weekday – after 2:30 pm	\$624	\$685
	Saturday – before 11:00 am	\$680	\$850

FY21 REVENUE FEE SCHEDULE CHANGE

Department: Parks, Rec & Facilities Division: Cemeteries

Effective 10/01/2020

Resident fees increased 10%

Non-Resident fees increased 20%

<u>Account #</u>	<u>Revenue Description</u>	<u>Current Rate</u>	<u>FY21 Proposed Rate</u>
	Saturday – after 11:00 am	\$810	\$990
10033205-347010	Disinterments, Conventional		
	Within Cemetery (container additional)	\$2,138	\$2,350
	Outside Cemetery (container additional)	\$1,069	\$1,175
10033205-347010	Disinterments, Child (under 5 years)		
	Within Cemetery (container additional)	\$1,490	\$1,640
	Outside Cemetery (container additional)	\$745	\$820
10033205-347010	Disinterments, Cremains		
	Within Cemetery	\$1,000	\$1,100
	Outside Cemetery	\$500	\$550
	Winter Rates for Burials/Disinterments – Additional Fee (December 1 – April 1)	\$119	\$130
	Clearing Grounds for Tent Placement (December 1 – April 1)	\$119	\$130
10033205-347010	Columbarium (30% to perpetual care)	\$1,740	\$1,920
	Second inurnment	\$220	\$240
100-33205-347070	Lot Sales – Forest City		
	Single Lot	\$885	\$970
	Two (2) Grave Lot	\$1,770	\$1,940
	Three (3) Grave Lot	\$2,655	\$2,910
	Four (4) Grave Lot	\$3,540	\$3,880
	Five (5) Grave Lot	\$4,425	\$4,850
	Cremation Garden	\$465	\$510
10033205-347070	Lot Sales – Evergreen		
	Single Lot	\$1,060	\$1,165
	Two (2) Grave Lot	\$2,120	\$2,330
	Three (3) Grave Lot	\$3,180	\$3,495
	Four (4) Grave Lot	\$4,240	\$4,660
	Five (5) Grave Lot	\$5,300	\$5,825
	Veterans Section	\$750	\$825
	Cremation Garden	\$570	\$625

FY21 REVENUE FEE SCHEDULE CHANGE

Department: Parks, Rec & Facilities Division: Cemeteries

Effective 10/01/2020

Resident fees increased 10%

Non-Resident fees increased 20%

<u>Account #</u>	<u>Revenue Description</u>	<u>Current Rate</u>	<u>FY21 Proposed Rate</u>
	Odd-shaped Lots – Resident (per sq.ft.)	\$22	\$25
	Foundations		
10033205-347020	Price per square inch of concrete	\$1.00	\$1.10
	Government Marker (includes setting)	\$0	\$0
10033205-347020	Bronze Marker, single (includes setting)	\$113	\$125
	Bronze Marker, double (includes setting)	\$155	\$170
	Cremation Garden Marker	\$75	\$85
	Annual Care		
10033205-347040	Payment for one year's care of one grave lot	\$45	\$45
	Monument Cleaning – Varies with size	\$25-\$500	\$25-\$500
	Perpetual Care		
10033205-391000	One-time Perpetual Care Fee	\$105	\$105
<u>NON-RESIDENT:</u>			
10033205-363000	Wilde Chapel Rental(Wedding)	\$1,000	\$1,000
	Wilde Chapel Rental-Weekday Service	\$500	\$500
	Wilde Chapel Rental-Saturday Service	\$650	\$650
10033205-347050	Holiday Wreaths	\$30-\$45	\$30-\$45
	Interments, Conventional		
10033205-347010	Weekday	\$1,134	\$1,360
	Weekday – after 2:30 pm	\$1,258	\$1,510
	Saturday – before 11:00 am	\$1,350	\$1,850
	Saturday – after 11:00 am	\$1,347	\$2,050
	Interments, Child (under 5 years)		
10033205-347010	Weekday	\$745	890
	Weekday – after 2:30 pm	\$892	1,070
	Saturday – before 11:00 am	\$1,123	\$1,380
	Saturday – after 11:00 am	\$1,345	\$1,580

FY21 REVENUE FEE SCHEDULE CHANGE

Department: Parks, Rec & Facilities Division: Cemeteries

Effective 10/01/2020

Resident fees increased 10%

Non-Resident fees increased 20%

<u>Account #</u>	<u>Revenue Description</u>	<u>Current Rate</u>	<u>FY21 Proposed Rate</u>
	Internments, Infant (under 1 year)		
10033205-347010	Weekday	\$443	\$530
	Weekday – after 2:30 pm	\$590	\$705
	Saturday – before 11:00 am	\$756	\$830
	Saturday – after 11:00 am	\$885	\$990
	Vault Setting Fee		
10033205-347010	All Interments	\$225	\$275
	Cremation – Urn Vault Placement	\$275	\$330
	Placement of Funeral Home Provided Vault	\$79	\$95
	Grave Re-use Fee		
10033205-347010	For cremains buried on top of existing casket	\$450	\$540
	Interments, Cremains		
10033205-347010	Weekday	\$600	\$715
	Weekday – after 2:30 pm	\$747	\$895
	Saturday – before 11:00 am	\$800	\$995
	Saturday – after 11:00 am	\$961	\$1,125
	Disinterments, Conventional		
10033205-347010	Within Cemetery (container additional)	\$2,268	\$3,050
	Outside Cemetery (container additional)	\$1,134	\$1,525
	Disinterments, Child (under 5 years)		
10033205-347010	Within Cemetery (container additional)	\$1,766	\$2,115
	Outside Cemetery (container additional)	\$883	\$1,060
	Disinterments, Cremains		
10033205-347010	Within Cemetery	\$1,200	\$1,430
	Outside Cemetery	\$600	\$715
	Winter Rates for Burials/Disinterments:		
	Additional Fee (December 1 – April 1)	\$140	\$170
	Clearing Grounds for Tent Placement (December 1 – April 1)	\$140	\$170
10033205-347010	Columbarium (30% to perpetual care)	\$2,050	\$2,500

FY21 REVENUE FEE SCHEDULE CHANGE

Department: Parks, Rec & Facilities Division: Cemeteries

Effective 10/01/2020

Resident fees increased 10%

Non-Resident fees increased 20%

<u>Account #</u>	<u>Revenue Description</u>	<u>Current Rate</u>	<u>FY21 Proposed Rate</u>
	Second inurnment	\$240	\$330
	Lot Sales – Forest City		
100-33205-347070	Single Lot	\$1,015	\$1,215
	Two (2) Grave Lot	\$2,030	\$2,435
	Three (3) Grave Lot	\$3,045	\$3,650
	Four (4) Grave Lot	\$4,060	\$4,870
	Five (5) Grave Lot	\$5,075	\$5,820
	Cremation Garden	\$525	\$625
	Lot Sales – Evergreen		
10033205-347070	Single Lot	\$1,275	\$1,525
10033205-347070	Two (2) Grave Lot	\$2,550	\$3,050
	Three (3) Grave Lot	\$3,825	\$4,575
	Four (4) Grave Lot	\$5,100	\$6,100
	Five (5) Grave Lot	\$6,375	\$7,650
	Veterans Section	\$900	\$1,075
	Cremation Garden	\$680	\$815
	Odd-shaped Lots – Resident (per sq.ft.)	\$27	\$32
	Foundations		
10033205-347020	Price per square inch of concrete	\$1.10	\$1.45
	Government Marker (includes setting)	\$0	\$0
	Bronze Marker, single (includes setting)	\$134	\$160
	Bronze Marker, double (includes setting)	\$198	\$240
	Cremation Garden Marker	\$90	\$110
	Annual Care		
10033205-347040	Payment for one year's care of one grave lot	\$45	\$45
	Monument Cleaning – Varies with size	\$25-\$500	\$25-\$500
	Perpetual Care		
10033205-391000	One-time Perpetual Care Fee	\$105	\$105



CITY OF PORTLAND
Parks, Recreation & Facilities Department
Ethan Hipple, Director

To: Brendan O'Connell, Finance Director
Jennifer Lodge, Budget Analyst
Anne Bilodeau, Deputy Finance Director
From: Ethan Hipple, Acting Director of Parks, Recreation & Facilities
Date: 8/24/2020
RE: FY21 Fee Changes for Recreation Before & After Care

The Recreation Division is proposing fee changes to the Before & After Care program for the hybrid school model for this upcoming year. Under normal circumstances, Before Care would have been increased by \$1 per day, or \$5 per week, to meet the demands of increased hours at certain locations. Under the new hybrid school model, the following fees have been established based on the \$6 per hour standard and are effective as of 8/24/2020.

	Current Fee	Proposed fee
Before Care	\$5 per hour	\$6 per hour
After Care	\$6 per hour	\$6 per hour

- Reiche, Rowe, Presumpscott and Lyseth - AM & PM Care
After Care - \$24 per day for 2 days per week (4 hours per day * \$6)
Before Care - \$6 per day for 2 days per week
- East End, Longfellow, Ocean Ave and Riverton - PM Care only
After Care - \$30 per day for 2 days per week (5 hours per day * \$6)
- Peaks Island - PM Care only
After Care - \$31.50 per day for 5 days per week
- All day Wednesday Care at Riverton, Reiche, East End Community Centers
\$44 per day

Ethan Hipple
Acting Director
Parks, Recreation & Facilities



CITY OF PORTLAND
Parks, Recreation & Facilities Department
Ethan Hipple, Director

To: Brendan O'Connell, Finance Director
Jennifer Lodge, Budget Analyst
Anne Bilodeau, Deputy Finance Director
From: Ethan Hipple, Acting Director of Parks, Recreation & Facilities
Date: 8/24/2020
RE: FY21 Fee Changes for Recreation Community Center Rentals

The Recreation Division is proposing fee changes to the Adult Drop-In fees and For Profit Adult League Long Term fees for Community Center Rentals. The drop-in fees are applied to activities such as basketball, indoor soccer, etc... These increases are to keep our fees comparative in the market and will be effective upon budget approval.

	Current Fee	Proposed Fee
Adult Drop-In fee Resident	\$3.00	\$4.00
Adult Drop-In fee Non-Resident	\$4.00	\$5.00
For Profit Adult Leagues - Long Term Rentals	\$40.00	\$45.00

Ethan Hipple
Acting Director
Parks, Recreation & Facilities

FY21 REVENUE FEE SCHEDULE CHANGE

Administrative Fees

Recreation & Facilities Mgmt: Recreation

Account #	Revenue Description	FY20 Current Fee	FY21 Proposed Fee
	Camp Fees		
10033302-347100	Camp Play All Day (K - 1st grade), per week	\$200.00	\$200.00
	Camp Xperience (2nd -5th grade), per week	\$200.00	\$200.00
	Camp Cast Away (6th grade - 8th grade), per 3 day week	\$215.00	\$215.00
	Before and After The Bell Program Fees*		
10033302-347200	Before and After the Bell Combination	\$109.00	\$109.00
	After School Program, per week	\$84.00	\$84.00
	Before School Program, per week	\$25.00	\$30.00
10033302-347200	Before and After The Bell Program Fees - Hybrid School Model effective 8/24/2020		
	Reiche, Rowe, Prosumpscott & Lyseth - After Care per day (2 days per week)		\$24.00
	Reiche, Rowe, Prosumpscott & Lyseth - Before Care per day (2 days per week)		\$6.00
	East End, Longfellow, Ocean Ave & Riverton - After Care per day (2 days per week)		\$30.00
	Peaks Island - After Care per day (5 days per week)		\$31.50
	All day Wednesday Care at Riverton, Reiche & East End Community Centers per day		\$44.00
	Community Center Fees		
	Community Center Gyms (for profit):		
10033302-363000	East End, Riverton Adult Resident per Hour	\$80.00	\$80.00
	East End, Riverton Adult Non Resident per Hour	\$85.00	\$85.00
	East End, Riverton Youth Hourly	\$25.00	\$25.00
	Reiche Adult Resident per Hour	\$80.00	\$80.00
	Reiche Adult Non-Resident per Hour	\$85.00	\$85.00
	Reiche Youth Hourly	\$25.00	\$25.00
	Adult Drop-in fees Resident	\$3.00	\$4.00
	Adult Drop-in fees NonResident	\$4.00	\$5.00
	Community Center Gyms:		
10033302-363000	East End, Riverton Portland Non-profit per hour	\$50.00	\$50.00
	East End, Riverton Non Portland Non-profit per hour	\$50.00	\$50.00
	Reiche Portland non-profit per hour	\$50.00	\$50.00
	Reiche Non Portland non profit per hour	\$50.00	\$50.00
	For Profit Adult Leagues Long Term	\$40.00	\$45.00
	Community Center Room Rental:		
10033302-363000	Large Recreation Community Center Room hourly	\$50.00	\$50.00
	Small Recreation Community Center Room hourly	\$30.00	\$30.00
	Recreational Staff fees if needed hourly rate	\$25.00	\$25.00
	School Custodial fees if needed hourly rate	\$81.00	\$81.00
	three hour minimum		

DEPARTMENT OF PARKS, REC. & FACILITY MANAGEMENT					
FY '21 REVENUE FEE SCHEDULE CHANGE					
			FY20	FY21	Effective Date
ACCOUNT #	NORTH COURSE			2.5% increase on memberships	
	RESIDENT SEASONAL PASSES				
10033304 346030	Single		\$ 800.00	\$ 820.00	Sept 2020
10033304 346030	Mid Week (M-F)		\$ 575.00	\$ 590.00	Sept 2020
10033304 346030	Under 35		\$ 685.00	\$ 700.00	Sept 2020
10033304 346030	Junior		\$ 400.00	\$ 400.00	Sept 2020
10033304 346030	College		\$ 475.00	\$ 485.00	Sept 2020
10033304 346030	Couple		\$ 1,255.00	\$ 1,285.00	Sept 2020
10033304 346030	Mid Week Couple (M-F)		\$ 1,000.00	\$ 1,025.00	Sept 2020
10033304 346030	Single Combination (both courses)		\$ 1,020.00	\$ 1,045.00	Sept 2020
10033304 346030	Mid Week Combination (M-F)		\$ 840.00	\$ 860.00	Sept 2020
10033304 346030	Junior Combination (both courses)		\$ 515.00	\$ 500.00	Sept 2020
10033304 346030	Couple Combination (both courses)		\$ 1,535.00	\$ 1,575.00	Sept 2020
10033304 346030	Mid Week Couple Combination (M-F)		\$ 1,270.00	\$ 1,300.00	Sept 2020
10033304 346030	Junior Addition (to Couple)		\$ 230.00	\$ 200.00	Sept 2020
10033304 346030	Corporate Pass		\$ 4,635.00	\$ 4,750.00	Sept 2020
ACCOUNT #	NORTH COURSE		FY20	FY21	
	NON-RESIDENT SEASONAL PASSES				
10033304 346030	Single		\$ 995.00	\$ 1,020.00	Sept 2020
10033304 346030	Mid Week (M-F)		\$ 765.00	\$ 785.00	Sept 2020
10033304 346030	Under 35		\$ 880.00	\$ 900.00	Sept 2020
10033304 346030	Junior		\$ 510.00	\$ 450.00	Sept 2020
10033304 346030	College		\$ 475.00	\$ 485.00	Sept 2020
10033304 346030	Couple		\$ 1,525.00	\$ 1,565.00	Sept 2020
10033304 346030	Mid Week Couple (M-F)		\$ 1,260.00	\$ 1,290.00	Sept 2020
10033304 346030	Single Combination (both courses)		\$ 1,215.00	\$ 1,245.00	Sept 2020
10033304 346030	Mid Week Combination (M-F)		\$ 1,020.00	\$ 1,045.00	Sept 2020
10033304 346030	Junior Combination (both courses)		\$ 700.00	\$ 550.00	Sept 2020
10033304 346030	Couple Combination (both courses)		\$ 1,790.00	\$ 1,835.00	Sept 2020
10033304 346030	Mid Week Couple Combination (M-F)		\$ 1,550.00	\$ 1,590.00	Sept 2020
10033304 346030	Junior Addition (to Couple)		\$ 275.00	\$ 225.00	Sept 2020
10033304 346030	Corporate Pass		\$ 4,635.00	\$ 4,750.00	Sept 2020
ACCOUNT #	NORTH and SOUTH COURSE		FY20	FY21	
	DAILY PLAY FEES				
10033304 346010	18 holes, weekday		\$ 26.00	\$ 26.00	January 2021
10033304 346010	18 holes, weekday, Jr/college		\$ 18.00	\$ 18.00	January 2021
10033304 346010	18 holes, weekend		\$ 31.00	\$ 31.00	January 2021
10033304 346010	9 holes, weekday		\$ 16.00	\$ 16.00	January 2021
10033304 346010	9 holes, weekday, Jr/college		\$ 13.00	\$ 13.00	January 2021
10033304 346010	9 holes, weekend		\$ 21.00	\$ 21.00	January 2021
10033304 346010	Additional 9 on 9 holes weekday		\$ 10.00	\$ 10.00	January 2021
10033304 346010	Additional 9 on 9 holes weekday Jr/college		\$ 5.00	\$ 5.00	January 2021
10033304 346010	Additional 9 on 9 holes weekend		\$ 10.00	\$ 10.00	January 2021

ACCOUNT #		NORTH and SOUTH COURSE	FY20	FY21	
		LEAGUE FEES			
10033304 346010		South Pass holder	\$ 8.00	\$ 8.00	January 2021
10033304 346010		Non pass holder	\$ 13.00	\$ 13.00	January 2021
10033304 346010		18 Hole League Rate	\$ 19.00	\$ 19.00	January 2021
ACCOUNT #		SOUTH COURSE	FY20	FY21	
		RESIDENT SEASONAL PASSES			
10033304 346030		Single	\$ 515.00	\$ 530.00	Sept 2020
10033304 346030		Mid Week (M-F)	\$ 440.00	\$ 450.00	Sept 2020
10033304 346030		Junior	\$ 265.00	\$ 200.00	Sept 2020
10033304 346030		Couple	\$ 785.00	\$ 805.00	Sept 2020
10033304 346030		Mid Week Couple (M-F)	\$ 675.00	\$ 690.00	Sept 2020
ACCOUNT #		SOUTH COURSE	FY20	FY21	
		NON-RESIDENT SEASONAL PASSES			
10033304 346030		Single	\$ 640.00	\$ 655.00	Sept 2020
10033304 346030		Mid Week (M-F)	\$ 575.00	\$ 590.00	Sept 2020
10033304 346030		Junior	\$ 320.00	\$ 250.00	Sept 2020
10033304 346030		Couple	\$ 955.00	\$ 980.00	Sept 2020
10033304 346030		Mid Week Couple (M-F)	\$ 880.00	\$ 900.00	Sept 2020
ACCOUNT #		NORTH and SOUTH COURSE	FY20	FY21	
		COMMON FEES			
10033304 346070		Bag Storage	\$ 85.00	\$ 85.00	January 2021
10033304 346070		Bag & Push Cart Storage	\$ 110.00	\$ 110.00	January 2021
10033304 346080		Club Rental - 9 holes	\$ 12.00	\$ 13.00	January 2021
10033304 346080		Club Rental - 18 holes	\$ 17.00	\$ 18.00	January 2021
10033304 346080		Pull Cart Rental - 9 holes	\$ 4.00	\$ 4.00	January 2021
10033304 346080		Pull Cart Rental - 18 holes	\$ 8.00	\$ 8.00	January 2021
10033304 346070		Seasonal Locker Rental - Member	\$ 35.00	\$ 35.00	January 2021
10033304 346070		Seasonal Locker Rental - Non-Member	\$ 50.00	\$ 50.00	January 2021
10033304 346080		Golf Cart Rental - 18 Holes Non-Member	\$ 19.00	\$ 20.00	January 2021
10033304 346080		Golf Cart Rental - 9 Holes Non-Member	\$ 13.00	\$ 14.00	January 2021
10033304 346080		Golf Cart Rental - Additional 9 on 9 Holes Non-Member	\$ 6.00	\$ 6.00	January 2021
10033304 346080		Golf Cart Rental - 18 Holes Member	\$ 17.00	\$ 18.00	January 2021
10033304 346080		Golf Cart Rental - 9 Holes Member	\$ 11.00	\$ 12.00	January 2021
10033304 346080		Golf Cart Rental - Additional 9 on 9 Holes Member	\$ 6.00	\$ 6.00	January 2021
10033304 346010		Practice Facility - Daily fee-Under 17 years of age	\$ 5.00	\$ 5.00	January 2021
10033304 346010		Practice Facility - Daily fee-Over 17 years of age	\$ 20.00	\$ 20.00	January 2021
10033304 346010		High School Fee per school per season	\$ 1,500.00	\$ 1,500.00	January 2021
10033304 346010		High School Fee per use for Practice Course	\$ 15.00	\$ 15.00	January 2021

DEPARTMENT OF PARKS, REC. & FACILITIES MANAGEMENT

Ice Arena

FY '21 REVENUE FEE SCHEDULE CHANGE

Effective 10/01/2020

Account #	Revenue Description	FY20	FY21	Change
		Current Fee	Proposed Fee	
	Services			
10033306 341000	Skate Sharpening - Hockey Skates	\$6.00	\$6.00	\$0.00
10033306 341000	Skate Sharpening - Figure Skates	\$7.00	\$7.00	\$0.00
10033306 341000	Skate Sharpening - Radius	\$20.00	\$20.00	\$0.00
10033306 341000	Skate Sharpening - Flat Bottom	\$10.00	\$10.00	\$0.00
10033306 341000	Skate Sharpening - Custom Sharpening	\$15.00	\$15.00	\$0.00
10033306 341000	Skate Rentals - All Users	\$3.00	\$3.00	\$0.00
	Ice Rentals			
10033306 346500	Public Skating, per Session - Adults	\$6.00	\$6.00	\$0.00
10033306 346500	Public Skating, per Session - Youth & Seniors	\$4.00	\$4.00	\$0.00
10033306 346500	Hourly Ice Rental - All Users	\$235.00	\$250.00	\$15.00
10033306 346500	Hourly Ice Rental - 9:00 pm - 6:00 am - All Users	\$215.00	\$230.00	\$15.00
10033306 346500	Hourly Ice Rental - Portland Public Schools	\$190.00	\$190.00	\$0.00
10033306 346500	Hourly Ice Rental - Cheverus High School	\$195.00	\$195.00	\$0.00
10033306 346500	Hourly Ice Rental - Non-Resident Schools	\$200.00	\$200.00	\$0.00
	ISIA Group Skating Lessons - 9 week sessions			
10033306 346500	- Tots (4 & 5 years)-Resident	\$68.00	\$68.00	\$0.00
10033306 346500	- Tots (4 & 5 years) Non-Resident	\$78.00	\$78.00	\$0.00
10033306 346500	- Pre-Alpha through Gamma-Resident	\$95.00	\$95.00	\$0.00
10033306 346500	- Pre-Alpha through Gamma-Non-Resident	\$105.00	\$105.00	\$0.00
10033306 346500	- Delta & Freestyle-Resident	\$105.00	\$105.00	\$0.00
10033306 346500	- Delta & Freestyle-Non-Resident	\$115.00	\$115.00	\$0.00
10033306 346500	- Open Freestyle Practice-Resident	\$77.00	\$77.00	\$0.00
10033306 346500	- Open Freestyle Practice-Non-Resident	\$87.00	\$87.00	\$0.00
	Figure Skating Lessons - per session			
10033306 346500	- Pre-Registered	\$11.00	\$11.00	\$0.00
10033306 346500	- Walk-on	\$12.00	\$12.00	\$0.00

City of Portland, Maine

Memorandum

To: Jon P. Jennings, City Manager
From: Brendan O'Connell, Finance Director *BTU*
Date: 08/24/20
Re: FY21 Budget Council Order – HHS Agreements

Each year the City of Portland enters into agreements and amendments to those agreements, to receive reimbursement for services provided by the Health and Human Services department.

In addition, the City enters into agreements with service providers and landlords to provide services for department programs.

I have asked Corporation Counsel to prepare the necessary order for inclusion on the September 9th agenda.

City of Portland

Memo

To: Jon P. Jennings, City Manager

From: Brendan O'Connell, Finance Director *B70*

Date: August 24, 2020

Re: FY21 Budget Council Order Agenda Item Request – Authorizing Collection Actions

Please place the attached order on the City Council agenda for first reading on September 9th and second reading and passage on September 21, 2020. I am recommending we present this to the City Council for action as it is related to the financial business of the upcoming fiscal year. We have passed this order annually with the budget approved since fiscal year 2003.

This order arises out of the staff proposal to maintain of our efficient personal property tax collections. Many times during the fiscal year our personal property tax standard billing and collection procedures prove to be inadequate, and we need to seek legal assistance from the Corporation Counsel's Office. This could involve a company refusal to pay, a bankruptcy declaration or title dispute or other similar matter that requires legal action.

Corporation Counsel advises that the City Council needs to grant specific authority to file legal actions in these kinds of tax cases. Many times we need to act quickly to ask for legal assistance when information comes to our attention, in order to protect the City's interest. We also want to avoid administrative delays by seeking this general authority from the City Council to collect delinquent personal property taxes when necessary. Delegating this authority greatly enhances our personal property collection efforts.

I have asked Corporation Counsel to prepare the necessary order for inclusion on the September 9th agenda.



**Peaks Island Council
FY 2021 Budget Request
As Approved for Submission
February 26, 2020**

Motion: The Peaks Island Council requests the Portland City Council to allocate the following funds to the **Peaks Island Council FY2021** Parking and Transportation Fund in the amount of \$40,000.00 in accordance with the following items:

Item A: The Peaks Island Council requests the City Manager or his designee to expend monies from the Parking and Transportation Fund payable to Casco Bay Lines to purchase bicycle tickets for a **summer bike ticket program** on Peaks Island. The total is not to exceed \$500.00.

Jon Jennings, Portland City Manager

Date

Item B: The Peaks Island Council requests the City Manager or his designee to expend monies from the Parking and Transportation Fund payable to Casco Bay Lines to purchase tickets for needs-based Peaks Island residents. To receive **Needs-Based tickets**, recipients must fit defined criteria developed by the Peaks Island Council. The total is not to exceed \$3,000.00

Jon Jennings, Portland City Manager

Date

Item C: The Peaks Island Council requests the City Manager or his designee to transfer to the Portland School Department \$4,500.00 to cover the cost of extending Portland School Department issued 10-month Casco Bay Lines **passes for Peaks Island public middle and high schools students** to 12-month passes.

Jon Jennings, Portland City Manager

Date

Item D: The Peaks Island Council requests the City Manager or his designee to expend monies from the Parking and Transportation Fund payable to Casco Bay Lines for Island resident **college students**: for up to 3 monthly stickers per student @ \$82.45/sticker, not to exceed \$450.00 . For the purposes of PIC transportation support, a college student shall be defined as a full-time island resident carrying a full-time course load (12 credits) at a Portland-area institution of higher education.

Jon Jennings, Portland City Manager

Date

Item E: The Peaks Island Council requests the City Manager or his designee to issue vouchers in the amount of \$84 per voucher per student to the parents of **children attending private schools** off-island. Criteria for determination of residency will be directed through the Island/Neighborhood Administrator's Office. Total cost allocated is \$400.00 .

Jon Jennings, Portland City Manager

Date

Item F: ITS: a.k.a., Island "Taxi" The Peaks Island Council requests the City Manager or his designee to provide an allocation of \$22,695.00 to the **Island Transportation System** for continued support of the only transportation service available to residents.

Jon Jennings, Portland City Manager

Date

Item G: The Peaks Island Council requests the City Manager or his designee to provide an allocation of \$4,000.00 to **Peaks Island Tax & Energy Assistance (PITEA)** for the express purposes of assisting eligible island residents with heating costs. Applications for eligibility approved by Peaks Island Clergy, and monies are paid by PITEA directly to the fuel company.

Jon Jennings, Portland City Manager

Date

Item H: The Peaks Island Council requests the City Manager or his designee to provide an allocation of \$700.00 to the **Peaks Island Environmental Team (PEAT)** for the purposes of printing visitor-education materials.

Jon Jennings, Portland City Manager

Date

Item I: The Peaks Island Council requests the City Manager, or his designee to provide an allocation of \$2000.00 to the Peaks Island Council for **Administrative Expenses**.

Jon Jennings, Portland City Manager

Date

Item J: The Peaks Island Council requests the City Manager or his designee to provide an allocation of \$1000.00 to the **Peaks Island Food Pantry** for the express purposes of assisting eligible island residents with basic food needs. Brackett Memorial Church serves as fiscal agent for the Peaks Island Food Bank.

Jon Jennings, Portland City Manager

Date

Item K: The Peaks Island Council requests that the City Manager or his designee provide an allocation of \$755.00 to the **Fifth Maine Museum** for the purchase and installation of bronze plaque to mark the location of a 100-year time capsule as part of a Peaks Island community-wide Maine Bicentennial event

Jon Jennings, Portland City Manager

Date



Keith N. Gautreau
Fire Chief, Fire Department

To: Brendan O'Connell, Finance Director
Jennifer Lodge, Budget Analyst
Anne Bilodeau, Deputy Finance Director

From: Keith Gautreau, Fire Chief

Date: 9/2/2020

RE: FY21 Fee Changes for Fire Department – Annual Maintenance- AES Box

The Fire Department is proposing increasing the fee for AES Boxes from \$225 to \$275 as outlined in City Code Sec. 10-102 (c). This fee was adopted in 2010 and has never been increased. The annual fee covers 24 hour monitoring to police and fire dispatch as well as year round maintenance. Subsequently, the fee for a new connection is proposed to be increased by \$50 from \$500 to \$550. The connection fee includes one year of monitoring. If approved, these fees shall take effect October 1st, 2020.

Fee Type	Current Fee	Proposed Fee	Est Additional Revenue
Annual Maintenance Fee AES BOX	225	275	\$19,250 385 X50
New Connection	\$500	\$550	\$500 10X \$50

Sincerely,

A handwritten signature in black ink, appearing to read "K. Gautreau", with a long horizontal flourish extending to the right.

Keith Gautreau
Fire Department

FY21 REVENUE FEE SCHEDULE CHANGE

Department: Fire Ordinance Fees

<u>Account #</u>	<u>Revenue Description</u>	<u>Current Fee</u>	FY21
			<u>Proposed Fee</u> *
10022400-342000	Annual Maintenance- AES BOX	\$225	\$275
10022400-342000	New Connection Fee	\$500	\$550

*If approved, these fees shall take effect October 1st, 2020 due to late budget passage



TO: Members of the City Council, Jon Jennings, City Manager;

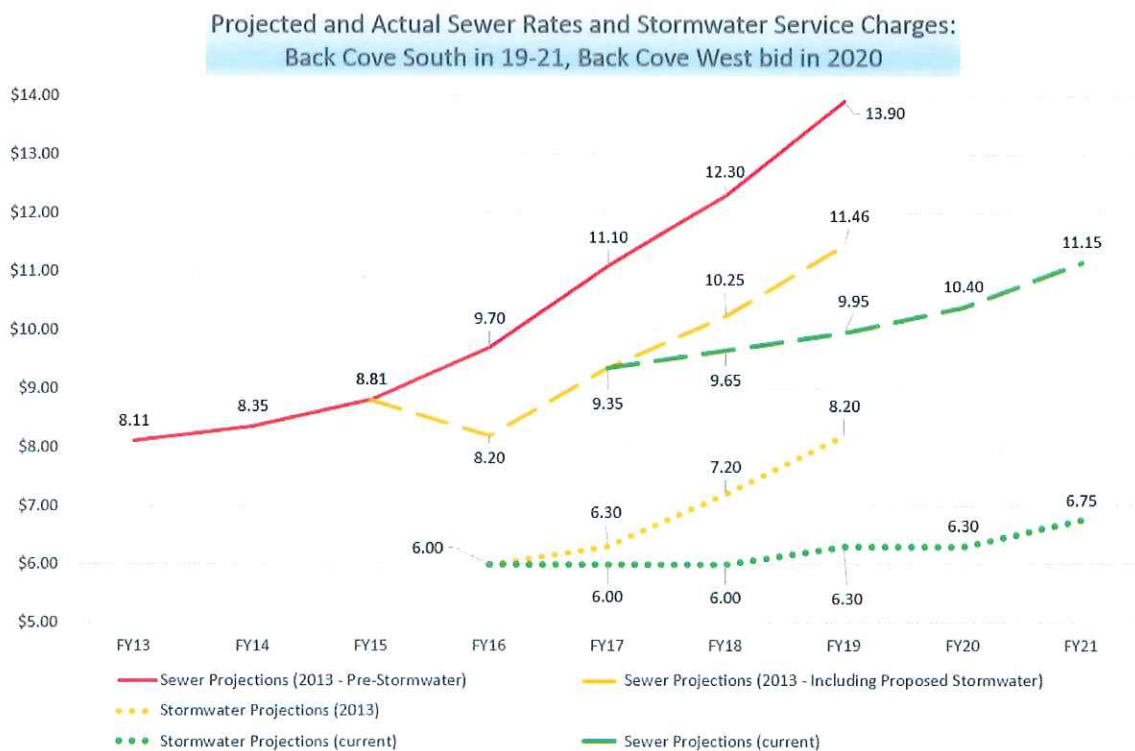
FROM: Brendan T. O'Connell, Director of Finance

DATE: August 1, 2020

RE: Sewer Rate and Stormwater Service Charge Rate for FY21 (effective 10/1/2020) *BTO*

The City continues to fund projects related to the Department of Environmental Protection ("DEP") and the Environmental Protection Agency ("EPA") mandated Combined Sewer Overflow ("CSO") requirements through first the Tier II and now the Tier III approved projects. This includes financing several hundred million in capital costs over an approximate 25 year time period, paid for through the Sewer user fees and Stormwater Service Charges. The City recently began our \$40M Back Cove South storage conduit project and will be bidding another nearly \$30M+ Back Cove West storage conduit project in the next several months. The rates being proposed for FY21 are significantly lower than the rates projected by Sustainable Storm Water Funding Task Force when the Stormwater Service Charge was originally contemplated. The lower rates are a result of lower than anticipated borrowings from 2015 through 2018. However, significant borrowings have occurred subsequently and rates must increase by approximately 7% in FY21 to address major increases in upcoming debt service.

For FY21 (beginning October 1, 2020) the Stormwater Service Charge will increase to \$6.75 per month for every 1,200 square feet of impervious area. The Sewer Rate will also be increased on 10/1/20 to \$11.15 per hcf. See chart for a comparison of originally projected vs actual rates.



FY21 REVENUE FEE SCHEDULE CHANGE

Department: Sewer Fund (0570)

Ordinance Chapter 24 § 72(c)

<u>Account #</u>	<u>Revenue Description</u>	<u>Current Fee</u>	<u>FY21 Proposed Fee</u>
57031000-344xxx	Sewer User Fees	\$10.40 hcf	\$11.15 hcf

***Effective October 1, 2020 due to late passage of budget**

FY21 REVENUE FEE SCHEDULE CHANGE

Department: Stormwater Fund (571)

Ordinance Chapter 24 § 84(a)

<u>Account #</u>	<u>Revenue Description</u>	FY21	
		<u>Current Fee</u>	<u>Proposed Fee</u>
571-3100-344-6500	Stormwater Service Charges *per 1,200 sf of impervious surface area	\$6.30	\$6.75

***Effective October 1, 2020 due to late passage of budget**



CITY OF PORTLAND

Department of Public Works
Christopher C. Branch, Director

To: Jon P. Jennings, City Manager
From: Christopher C. Branch, P.E. *CCB*
Date: August 31, 2020
Subject: Ordinance Fee Increase Request for FY21

The Department of Public Works is requesting the following fee increases as part of our FY21 budget request.

FY21			
Account #	Revenue Description	Current Fee	Proposed Fee
<u>Street Occupancy (Chapter 25-27)</u>			
10031302 – 321000	<u>Permit fees</u>		
	Parking Space Permit	\$ 25.00	\$ 30.00
	Sidewalk Permit	\$ 20.00	\$ 25.00
	Single Lane Closure	\$ 50.00	\$100.00
	Street Closure	\$100.00	\$250.00

Quantity remaining steady the proposed fee changes will increase revenue \$ \$225,000 as follows:

Parking Space Permit	\$425,000	\$510,000
Sidewalk Permit	\$ 60,000	\$ 75,000
Single Lane Closure	\$ 50,000	\$100,000
Street Closure	\$ 50,000	\$125,000

Effective date proposed is October 1, 2020 due to late budget passage. The effect of a late budget passage on proposed revenue increase is estimated at a reduction of \$55,000, or revenue increase of \$170,000.

CC: Brendan O'Connell, Finance Director
Keith Gray, Engineering Services Manager/City Engineer
Pat Handrahan, Principal Financial Officer
Rhonda Zazzara, Construction Inspections Co

FY21 REVENUE FEE SCHEDULE CHANGE

Ordinance Fees

Proposed Change Effective 10/1/20*

Department: Public Works

<u>Account #</u>	<u>Revenue Description</u>	<u>Current Fee</u>	<u>Proposed Fee</u>
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Street Occupancy Ordinance 25-27:

(a) (3): Vehicles, equipment, or construction materials, as follows:

10031302-321000	Parking space Permit	\$25.00	\$30.00
	Sidewalk Permit	\$20.00	\$25.00
	Single Lane Closure	\$50.00	\$100.00
	Street Closure	\$100.00	\$250.00

Street Occupancy Ordinance 25-27:

(c) (1): Failure to obtain permit

10031302 351000	Failure to acquire permit	\$125.00	\$125.00
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Street Occupancy Ordinance 25-27:

(c) (2): Non Compliance

10031302 351000	Non-Compliance	\$100.00	\$100.00
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*Effective change 10/1/20 due to late passage of budget.

September 2, 2020



CITY OF PORTLAND

Jon P. Jennings, City Manager

To: Mayor Snyder and City Council
From: Jon P. Jennings, City Manager
Date: September 21, 2020
RE: Status of public restrooms

The following list includes all permanent and temporary public restroom facilities in Portland.

Permanent Facilities Currently in Operation

- Spring Street Garage (Monday through Saturday, 6am - 1am; Sunday, 8am - 1am)
- Oxford Street Shelter

Seasonal Portable Toilets (operational until November, unless otherwise noted)

- East End Beach
- Deering Oaks Park - ballfield
- Deering Oaks Park - King Court
- Preble Street Parking Area
- Kiley Field
- Payson Park Little League
- Payson Playground / Baxter Boulevard
- Payson Softball
- Maine Girls' Academy
- Riverton Softball
- Memorial Stadium
- Dougherty Field
- Fitzpatrick Stadium
- Cotton Street (accessible until approximately October; funded by Portland Downtown and maintained by Amistad)

Facilities Closed Due to COVID-19

- Ocean Gateway
- Fox Court

Facilities Closed for Other Reasons

- Cummings Center (closed for construction)

City of Portland Restroom Facilities Map

Riverton Softball
April-September
Served Mo/We/Fr
1 Non-ADA Unit

Maine Girls' Academy
1 Non-ADA Unit

Payson Softball
April - September
Served Mo/We/Fr
1 Non-ADA Unit

Payson Little League
1 Non-ADA Unit

Payson PG/Baxter Blvd
March-November
Served Mo/We/Fr
1 ADA Unit, 1 Non-ADA Unit

Memorial Stadium
March-November
Served Mo/We/Fr
1 ADA Unit, 1 Non-ADA Unit

Deering Oaks
Playground
April-November
Served Mon-Sat
1 Non-ADA Unit

Preble St Parking Area
March-November
Served Mo/We/Fr
1 ADA Unit, 1 Non-ADA Unit

Kiley Field
April-October
Served Mo/We/Fr
1 Non-ADA Unit

East End Beach
Served Mon-Sat
1 ADA Unit, 3 Non-ADA Units

Fitzpatrick Stadium
March-November
Served Mo/We/Fr/Sa
1 ADA Unit, 1 Non-ADA Unit

Dougherty Field
1 Non-ADA Unit

Spring Street
Garage

Deering Oaks 'King Court'
April-November
Served Mon-Sat
1 ADA Unit, 2 Non-ADA Units

Oxford Street
Shelter

Cotton St & Spring St
2 Non-ADA Units

MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 16, 2020

SUBJECT: Order 89-20/21 Appropriating \$500,000 from Unassigned Fund Balance to the Housing Trust Fund - 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 City Manager is recommending an additional appropriation of \$500,000 to the Housing Trust Fund from Unassigned Fund Balance. After making this appropriation the City will still remain above the 12.5% of Unassigned Fund Balance as required by the City's Fund Balance Policy. The City Manager is requesting that second reading on this order be waived so it may be passed alongside the other budget and appropriation orders for Fiscal Year 2021.

Seven votes are required to waive the second reading. 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

None

Prepared by:

Date: 9/16/2020

MEMORANDUM
City Council Agenda Item

FROM: Mary Davis, Division Director

DATE: September 14, 2020

SUBJECT: **Order 21-20/21 Designating the 577 Washington Avenue 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 7/13/2020

Final Action 9/21/2020

Can action be taken at a later date: No A Notice of Public Hearing must be published 10 days before the date of the public hearing date.

PRESENTATION: Mary Davis, Housing & Community Development Division Director will be available for questions.

I. SUMMARY

Portland Housing Development Corporation (PHDC) is proposing to rehabilitate 100 units of public housing serving seniors and persons with disabilities at a site located at 577 Washington Avenue. PHDC is requesting financial assistance from the City in the form of an Affordable Housing TIF (AHTIF) to assist with the project. If approved, the AHTIF financing will be provided through a Credit Enhancement Agreement at 50% of the increased taxable value, currently estimated at an average \$127,000 annually over 30 years.

II. AGENDA DESCRIPTION

During a meeting held on May 27, 2020, the Economic Development Committee voted (4-0) to forward this item to the City Council with a recommendation for passage.

Staff requests an amendment to the utilization rate in the order, attached in the backup material, because Tax Increment Financing values have been revised since the first read; adjustments made include the underwriter's recommendation to reduce the value of the captured revenue to the developer from 75% to 50%, thereby increasing general fund revenue from 25% to 50%. The numbers that follow reflect this change.

Portland Housing Development Corporation (PHCD) is proposing to rehabilitate 100 units of public housing serving seniors and persons with disabilities at 577 Washington Avenue (Washington Gardens) to a project-based voucher funding platform. PHDC is requesting financial assistance from the City in the form of an Affordable Housing Tax Increment Financing District (AHTIF) and Credit Enhancement Agreement (CEA) to assist with the cost of construction of the project.

The development district will include 100 units of low income housing within 15 two-story residential buildings. There are currently 60 studio, 36 one-bedroom, and 4 two-bedroom units. 60 of the units will be

available to households earning 50% of the area median income. 40 of the units will be available to households earning 60% of the area median income. The units will have affordability restrictions through the Affordable Housing TIF Program.

PHDC has requested three forms of financial assistance including \$400,000 from the Affordable Housing Development Program, \$184,150 received through the CDBG Program and AHTIF.

If approved, the AHTIF would be provided through a CEA at 50% of the increased taxable value, currently estimated at a 30-year annual average of \$127,000 with an estimated total of \$3,809,991 in captured revenue returned to the developer to off-set project operating costs. The remaining increased taxable value, currently estimated at a 30-year annual average of \$127,000 with an estimated total of \$3,809,991, will be general fund revenue. The proposed project will be taxable, with an estimated annual assessment of \$7.9 million and estimated annual tax of \$184,149 at the current FY20 millage rate.

This project has received 9% Low Income Housing Tax Credit and tax-exempt debt from MaineHousing.

This item must be read on two separate days. The first reading was held on July 13 2020. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

The City Council must:

- (1) authorize 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 TIF District to support the rehabilitation of 100 units of rental housing.

Increase access to rental and ownership housing that is safe and affordable for working and low income families.

V. FINANCIAL IMPACT

577 Washington Avenue is currently under a Payment In Lieu of Taxes (PILOT) agreement with the City of Portland due to PHA's tax-exempt status. The PILOT is a voluntary payment made annually as a substitute for property taxes. The current PILOT amount is small in comparison to its taxable potential. Rehabilitation and creation of AHTIF district would negate this property's PILOT and bring it onto the City Assessor's books.

When completed, this project's new assessed value is estimated at \$7.9 million, which would yield \$184,149 in annual assessed property taxes at the current FY20 millage rate. Fifty (50%) percent of the increased tax revenue (approximately \$3,809,991 over 30 years) will be captured revenue returned to the developer. The remaining 50% (approximately \$3,809,991 over 30 years) will be general fund revenue.

A Credit Enhancement Agreement will return approximately \$3,809,991 in captured revenue to the developer (averaged at \$127,000 annually over thirty years) to off-set project operating costs, and approximately \$3,809,991 in non-captured general fund revenue retained by the City (averaged at \$127,000 annually over thirty years). The proposed project will be taxable.

Total development costs are estimated at \$14.7 million. At full build out, the development is projected to pay

an average \$127,000 annually in projected new taxes captured. Non-captured general fund revenues are estimated at an average \$127,000 annually over thirty years. In addition, with the tax sheltering benefits of TIF Districts, overall savings to the City during the term of the district averages an estimated annual amount of \$33,486+, or \$1,004,586+ over the life of the district.

The Housing and Community Development Division works with an independent consultant who performs third party underwriting reviews of requests for all City funding. The written underwriting analysis is attached.

TIF projections are included in the backup to this memo.

VI. STAFF ANALYSIS AND BACKGROUND

Public Benefits: In reviewing this TIF request, staff notes the public benefit associated with the TIF District of 100 units of rental housing of which one hundred percent (100%) will be affordable to households at or below sixty percent (60%) of the area median income.

Additionally, the TIF will create tax sheltering benefits estimated at an average of \$33,486+ per year, or \$1,004,586+ over the life of the district.

VII. RECOMMENDATION

Staff is requesting the City Council (1) approve the establishment of the 557 Washington Avenue Affordable Housing TIF District, (2) approve a Credit Enhancement Agreement with Community Housing of Maine, Inc. and (3) authorize the City Manager to sign and submit to MaineHousing for approval the documents to establish the district, in substantially the form as enclosed.

VIII. LIST ATTACHMENTS

1. Order Designating Affordable Housing TIF 577 Washington for 7.13.2020
2. Amend Order 21-FY21 Designating Affordable Housing TIF 577 Washington for 7.13.2020
3. Amended Dev Program 577 Washington Council 092120
4. Washington Gardens underwriting Loan Memo 9.9.20

Prepared by:

Mary Davis, Division Director

Date: 9/14/2020

Order 21-20/21

Motion to postpone to August 31, 2020: 8-0 (Cook absent) on 8/3/2020

Motion to postpone to September 9, 2020: 6-0 (Thibodeau, Costa, Chong) on 8/31/2020

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 DESIGNATING THE 577 WASHINGTON AVENUE 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, Washington Gardens, LP intends to make certain improvements within the 577 Washington Avenue Affordable Housing Development Tax Increment Financing (“TIF”) District, including 100 rental units of affordable housing; and

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 citizens 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 577 Washington Avenue 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, there is a need to provide continuing affordable housing opportunities for the citizens 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 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 577 Washington Avenue 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 577 Washington Avenue 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 577 Washington Avenue 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 “577 Washington Avenue 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 “577 Washington Avenue 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 “577 Washington Avenue 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 “577 Washington Avenue Affordable Housing Development District” on behalf of the municipal legislative body.

**AMENDMENT TO ORDER 21-20/21
PREPARED BY CORPORATION COUNSEL
FOR HOUSING AND COMMUNITY DEVELOPMENT
RE: REVISE TIF CAPTURED REVENUE TO THE DEVELOPER FROM 75%
TO 50%**

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, Washington Gardens, LP intends to make certain improvements within the 577 Washington Avenue Affordable Housing Development Tax Increment Financing (“TIF”) District, including 100 rental units of affordable housing; and

WHEREAS, the City of Portland will utilize ~~25~~50% of the tax revenues generated in the District in its General Fund; and

...

**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 “577 Washington Avenue 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 “577 Washington Avenue 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 “577 Washington Avenue 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 “577 Washington Avenue Affordable Housing Development District” on behalf of the municipal legislative body.

CITY OF PORTLAND
577 WASHINGTON AVENUE
AFFORDABLE HOUSING DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM

Date: , 2020

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- Exhibit G Notice of Public Hearing
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- Exhibit I Declaration of Covenants, Conditions and Restrictions
- Exhibit J District Narrative

577 Washington Avenue
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 577 Washington Avenue in Portland Maine. The area includes approximately 3.6099 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 577 Washington Avenue 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 operating costs per 30-A M.R.S.A. §5249 and described in Section 2.03 hereof by 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 (the “Credit Enhancement Agreement”) from the District available to the Developer pursuant to 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 577 Washington Avenue involves the rehabilitation of approximately 3.6099 acres, into an affordable housing neighborhood. The objective of the project is that 100% of the units in the District will be affordable housing, for a household whose income does not exceed 60% of the median income for the area as defined by the United States Department of Housing and Urban Development. This project consists of one hundred (100) rental units within 15 two-story residential buildings. There are currently sixty (60) studios, thirty-six (36) one-

bedroom units, and four (4) two-bedroom units. Sixty (60) units are affordable to households that income qualify at or below 50% of the area median income, and forty (40) units are affordable to households that income qualify at or below 60% of the area median income. The zoning for the project assures that this number of units and this affordability objective will be met.

The 577 Washington Avenue project is projected to have a total local increased assessed valuation at build out of approximately \$7,900,000 based upon current real estate values and City assessment practices. Based upon the estimated tax rate upon completion, the project will generate approximately a thirty year annual average of \$1~~27,000~~90,500 in tax increment revenues 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 operating costs, including but not limited to property management and administration, utilities, routine repairs and maintenance, insurance, real estate taxes and funding of a projects capital reserve account.

B. Need for the Affordable Housing TIF. Over the 30-year TIF, the estimated average annual payment is \$1~~27,000~~90,500 (as set forth in Exhibit A). Developer’s Share of the Tax Increment Revenue is designated to pay operating costs for the project at 577 Washington Avenue. The Tax Increment Revenue described in section 3.04 will help pay for operating costs over a period of thirty (30) years. Without the TIF and these other funding sources the project could not go forward.

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

Section 2.04: Relocation Plan. Any Portland Housing Authority tenants who reside in covered units will be provided relocation assistance and payments sufficient to cover reasonable relocation expenses. All households will be surveyed by PHA staff to determine need related to housing, supportive services, and relocation counselling.

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 3.6099 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 698.~~475131~~ acres) is approximately 5.63~~96~~% of total acreage in the City. The 698.~~475131~~ acres includes 451.01 acres in two exempt districts—a transit oriented district and a downtown/transit oriented district—which, when subtracted from the 698.131 acres is 247.~~465121~~, which is 1.99% of the total acreage of the City and thus does not exceed 5% of the total acreage of the City. The total area of all existing affordable housing development districts in the City and this proposed affordable housing development district is ~~13.1812-8356~~ acres, or 0.10~~6436~~% of the total acreage of the City, which 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 this proposed affordable housing development district within the City is \$~~2,071.3101,824,610~~ and such amount of Original Assessed Value does not exceed 5% of the total value of taxable property within the City as of the April 1st preceding the date of 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 thirty (30) years for rental units, which mechanism is the Declaration attached hereto as Exhibit I. The District is primarily a residential development in which 100% of the dwelling units will be affordable housing that may be designed to be compact and walkable to include 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 577 Washington Avenue 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 the end of the City's Fiscal Year 2020, which was March 31, 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 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 5075%. 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 Project Costs pursuant to the Credit Enhancement Agreement, which will be the entire amount of the 5075% of captured revenue. The percentage determination of the Tax Increment Revenues (Developer's Share) as determined as described above shall apply regardless whether the actual Tax Increment Revenues are more or less than the estimated or projected Tax Increment Revenues set forth in Exhibit A.

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

The amount of Tax Increment from the total Increased Assessed Value that is to be paid each year to the Developer under 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 rental housing units that are not maintained as affordable for a period of at least thirty years.

Under this program and the Credit Enhancement Agreement, Captured Assessed Value will be ~~5075~~% of the Increased Assessed Value. Accordingly, ~~fiftyseventy-five~~ percent (~~5075~~%) of the Tax Increment Revenues for each year during the term of the District shall be paid to the Developer each year pursuant to the Credit Enhancement Agreement.

An Affordable Housing Development Program Fund shall be established by the City consisting of a Project Cost Account. The Project Cost Account will be pledged to and charged with payment of amounts due to 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 Project Cost Account according to the terms of the Credit Enhancement Agreement ~~fiftyseventy-five~~ percent (~~5075~~%) of that portion of the payment constituting Tax Increment Revenues. The amounts in the Project Cost Account shall be used and applied solely to fund the payments to 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.

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 577 Washington Avenue 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/\$1,000 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 September 9, 2020. 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 ~~September 21~~²¹~~August 3~~, 2020 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

EXHIBIT A DEVELOPMENT PROGRAM

City of Portland - TIF Model

PHA 577 Washington Ave. Garden Affordable Housing Project

OAV as of 3/31/2019: \$0

Tax Map References:	428-B-022	428-C-009	429-B-018	428-B-019
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City of Portland- TIF Projection Table for 577 Washington Avenue Gardens									
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
1	2020	\$7,900,000	50.00%	\$3,950,000	23.78	\$93,916	\$93,916	\$0	\$93,916
2	2021	\$7,900,000	50.00%	\$3,950,000	24.25	\$95,794	\$95,794	\$0	\$95,794
3	2022	\$7,900,000	50.00%	\$3,950,000	24.74	\$97,710	\$97,710	\$0	\$97,710
4	2023	\$7,900,000	50.00%	\$3,950,000	25.23	\$99,664	\$99,664	\$0	\$99,664
5	2024	\$7,900,000	50.00%	\$3,950,000	25.74	\$101,658	\$101,658	\$0	\$101,658
6	2025	\$7,900,000	50.00%	\$3,950,000	26.25	\$103,691	\$103,691	\$0	\$103,691
7	2026	\$7,900,000	50.00%	\$3,950,000	26.78	\$105,765	\$105,765	\$0	\$105,765
8	2027	\$7,900,000	50.00%	\$3,950,000	27.31	\$107,880	\$107,880	\$0	\$107,880
9	2028	\$7,900,000	50.00%	\$3,950,000	27.86	\$110,038	\$110,038	\$0	\$110,038
10	2029	\$7,900,000	50.00%	\$3,950,000	28.41	\$112,238	\$112,238	\$0	\$112,238
11	2030	\$7,900,000	50.00%	\$3,950,000	28.98	\$114,483	\$114,483	\$0	\$114,483
12	2031	\$7,900,000	50.00%	\$3,950,000	29.56	\$116,773	\$116,773	\$0	\$116,773
13	2032	\$7,900,000	50.00%	\$3,950,000	30.15	\$119,108	\$119,108	\$0	\$119,108
14	2033	\$7,900,000	50.00%	\$3,950,000	30.76	\$121,490	\$121,490	\$0	\$121,490
15	2034	\$7,900,000	50.00%	\$3,950,000	31.37	\$123,920	\$123,920	\$0	\$123,920
16	2035	\$7,900,000	50.00%	\$3,950,000	32.00	\$126,399	\$126,399	\$0	\$126,399
17	2036	\$7,900,000	50.00%	\$3,950,000	32.64	\$128,927	\$128,927	\$0	\$128,927
18	2037	\$7,900,000	50.00%	\$3,950,000	33.29	\$131,505	\$131,505	\$0	\$131,505
19	2038	\$7,900,000	50.00%	\$3,950,000	33.96	\$134,135	\$134,135	\$0	\$134,135
20	2039	\$7,900,000	50.00%	\$3,950,000	34.64	\$136,818	\$136,818	\$0	\$136,818
21	2040	\$7,900,000	50.00%	\$3,950,000	35.33	\$139,554	\$139,554	\$0	\$139,554
22	2041	\$7,900,000	50.00%	\$3,950,000	36.04	\$142,345	\$142,345	\$0	\$142,345
23	2042	\$7,900,000	50.00%	\$3,950,000	36.76	\$145,192	\$145,192	\$0	\$145,192
24	2043	\$7,900,000	50.00%	\$3,950,000	37.49	\$148,096	\$148,096	\$0	\$148,096
25	2044	\$7,900,000	50.00%	\$3,950,000	38.24	\$151,058	\$151,058	\$0	\$151,058
26	2045	\$7,900,000	50.00%	\$3,950,000	39.01	\$154,079	\$154,079	\$0	\$154,079
27	2046	\$7,900,000	50.00%	\$3,950,000	39.79	\$157,161	\$157,161	\$0	\$157,161
28	2047	\$7,900,000	50.00%	\$3,950,000	40.58	\$160,304	\$160,304	\$0	\$160,304
29	2048	\$7,900,000	50.00%	\$3,950,000	41.39	\$163,510	\$163,510	\$0	\$163,510
30	2049	\$7,900,000	50.00%	\$3,950,000	42.22	\$166,780	\$166,780	\$0	\$166,780
30 Year TIF Total		\$237,000,000		\$118,500,000		\$3,809,991	\$3,809,991	\$0	\$3,809,991
30 Year Average							\$127,000		\$127,000

EXHIBIT B DEVELOPMENT PROGRAM

Rent Schedule and Income - Washington Gardens

9/3/2020

Unit Type	UNIT INFORMATION						RENTAL INCOME					OPERATING SUBSIDY INCOME			
	# of BR	# of Units	Unit Sq. Ft.	LIHTC Unit	PBV Unit	Income Limit (% AMI)	Max Gross LIHTC Rent	Less Utility Allowance	Max Contract LIHTC Rent	Proposed Contract Rent	Annual Rental Income	Voucher Rent	Monthly Voucher Diff. PUPM	Annual Voucher Diff. Total	Total Annual Rent. + Vouch. Income
					Sect_18										
0BR @ 50% AMI - PBV	0	37		Y	Y	50%	877	0	877	877	389,388	1,100	223	99,012	488,400
0BR @ 60% AMI - PBV	0	23		Y	Y	60%	1,053	0	1,053	1,053	290,628	1,100	47	12,972	303,600
1BR @ 50% AMI - PBV	1	22		Y	Y	50%	940	0	940	940	248,160	1,283	343	90,552	338,712
1BR @ 60% AMI - PBV	1	14		Y	Y	60%	1,128	0	1,128	1,128	189,504	1,283	155	26,040	215,544
2BR @ 50% AMI - PBV	2	1		Y	Y	50%	1,128	0	1,128	1,128	13,536	1,645	517	6,204	19,740
2BR @ 60% AMI - PBV	2	3		Y	Y	60%	1,354	0	1,354	1,354	48,744	1,645	291	10,476	59,220
-							-	-	-		-	-	-	-	-
-							-	-	-		-	-	-	-	-
-							-	-	-		-	-	-	-	-
TOTAL	104	100	0	100	100						1,179,960			245,256	1,425,216

OTHER INCOME

Description	Yr 1
TOTAL OTHER INCOME	0

TAX INCREMENT FINANCING

75% TIF for 30 years	142,875
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COMMERCIAL RENTAL INCOME

Commercial Rent	0
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UNIT INFO

BR Size	UA	Mrkt. Study	PBV Rent
0 BR	0	1,100	1,179
1 BR	0	1,320	1,283
2 BR	0	1,645	1,667
3 BR	0	0	2,180
4 BR	0	0	2,654
5 BR	0	0	3,051
6 BR	0	0	3,449

UTILITIES

Utility	Responsible	Type
Electricity	Owner	CMP
Heat	Owner	Gas/Unitil
Hot Water	Owner	Gas/Unitil
Cooking	Owner	Electric/CMP
Water/Sewer	Owner	City
Trash	Owner	Private

EFFECTIVE GROSS INCOME

Description	Yr 1
Gross Rental Income	1,179,960
Operating Subsidy Income	245,256
Other Income	0
Vacancy Loss @ 5.0%	(71,261)
Tax Increment Financing	142,875
Commercial Income	0
EFFECTIVE GROSS INCOME	1,496,830

SQUARE FOOTAGE AND APPLICABLE FRACTION

Description	Units	Sq. Ft.
LIHTC Units	100	56,306
Non-LIHTC Units	0	0
TOTAL UNITS	100	56,306

Applicable Fraction	By Units	By Sq.Ft.
by Calculation Method:	100%	100%
APPLICABLE FRACTION		100%

Residential Units Sq. Ft.	56,306
Residential Common Areas Sq. Ft.	3,370
Commercial Rental Sq. Ft.	0
Other Sq. Ft.	0
TOTAL PROJECT SQUARE FOOTAGE	59,676

Operating Expenses - Washington Gardens

9/3/2020

Line Item	Total	Per Unit
ADMINISTRATIVE EXPENSES		
Management Fees	74,696	747
Management Charges	74,696	747
Marketing	906	9
Legal	1,166	12
Background Checks		0
Property Postage/Copier		0
Interpreting		0
Bank Charges		0
Rent Comp Study		0
Software and Maintenance of Computers		0
Auditing	6,500	65
Other Admin.		0
Subtotal Administrative Expenses	157,964	1,580

UTILITY EXPENSES

Heating Fuel	41,000	410
Electricity	42,000	420
Water/Sewer	35,000	350
Property Internet/Phone for Tenant Use	784	8
Other Utility	Telemed Wifi	12,000
Subtotal Utility Expenses	130,784	1,308

MAINTENANCE EXPENSES

Janitorial Payroll		0
Janitorial Supplies and Equipment		0
Janitorial Contractual Services		0
Garbage and Trash Removal	38,151	382
Vehicle and Equipment	5,098	51
Grounds Maintenance Payroll		0
Grounds Tools and Supplies		0
Grounds Contractual Services	19,806	198
Miscellaneous Ground Maintenance		0
Building Maintenance Payroll	87,146	871
Building Tools and Supplies	19,020	190
Building Contractual Services	29,504	295
Building Systems Maintenance	8,808	88
Miscellaneous Building Maintenance		0
Other Maint.		0
Subtotal Maintenance Expenses	207,533	2,075

Line Item	Total	Per Unit
GENERAL EXPENSES		
Property Taxes	190,500	1,905
Property and Liability Insurance	25,000	250
Other Financial Expenses		0
Resident Services	53,000	530
Other General		0
Subtotal General Expenses	268,500	2,685

HOUSING OPEX	764,781	7,648
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COMMERCIAL EXPENSES

Admin Expenses	0	0
Operating Expenses	0	0
Maintenance Expenses	0	0
General Expenses	0	0
Other Comm.	0	0
Subtotal Commercial Expenses	0	0

TOTAL OPEX	764,781	7,648
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RESERVE CONTRIBUTIONS

Replacement Reserve	45,000	450
Other Reserve	0	0

TOTAL OPEX + RESERVES	809,781	8,098
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			LIHTC Basis			T-E Bonds	HTC Basis		
Line Item	Total	Per Unit	NC/R Basis	Acq Basis	Ineligible	50% Test	QRE	Non-QRE	Allocable
CONSTRUCTION COSTS									
On-Site Improvements	1,537,870	15,379	1,537,870	0	0	1,537,870	1,537,870	0	0
Construction: Residential	7,902,977	79,030	7,902,977	0	0	7,902,977	7,902,977	0	0
Construction: Commercial	0	0	0	0	0	0	0	0	0
Demolition	0	0	0	0	0	0	0	0	0
General Requirements	0	0	0	0	0	0	0	0	0
Builder Overhead	0	0	0	0	0	0	0	0	0
Builder Profit	381,565	3,816	381,565	0	0	381,565	381,565	0	0
Bond Premium	98,289	983	98,289	0	0	98,289	98,289	0	0
Other Construction Costs	407,000	4,070	15,000	0	392,000	407,000	407,000	0	0
Construction Contingency	1,050,000	10,500	1,050,000	0	0	1,050,000	1,050,000	0	0
Subtotal Construction Costs	11,377,701	113,777	10,985,701	0	392,000	11,377,701	11,377,701	0	0

SOFT COSTS

Permits & Impact Fees	136,445	1,364	136,445	0	0	136,445	136,445	0	0
Survey & Engineering	53,625	536	53,625	0	0	53,625	53,625	0	0
Architectural & Design	599,400	5,994	599,400	0	0	599,400	599,400	0	0
Legal	115,000	1,150	35,000	0	80,000	115,000	115,000	0	0
Title & Recording	22,000	220	22,000	0	0	22,000	22,000	0	0
Accounting	9,000	90	9,000	0	0	9,000	9,000	0	0
Construction Period Tax	17,380	174	17,380	0	0	17,380	17,380	0	0
Insurance	18,000	180	18,000	0	0	18,000	18,000	0	0
Soft Cost Contingency	50,000	500	50,000	0	0	0	50,000	0	0
Subtotal Soft Costs	1,020,850	10,209	940,850	0	80,000	970,850	1,020,850	0	0

FINANCING COSTS

Construction Loan Costs	530,000	5,300	530,000	0	0	530,000	530,000	0	0
Permanent Loan Costs	0	0	0	0	0	0	0	0	0
Subtotal Financing Costs	530,000	5,300	530,000	0	0	530,000	530,000	0	0

MISCELLANEOUS COSTS

Market Study	5,000	50	0	0	5,000	0	5,000	0	0
Appraisal	5,500	55	0	0	5,500	0	5,500	0	0
Environmental	27,050	271	0	0	27,050	27,050	0	27,050	0
LIHTC Process & Monitoring Fees	139,250	1,393	0	0	139,250	0	0	139,250	0
Relocation	275,000	2,750	0	0	275,000	275,000	0	275,000	0
FF&E	58,000	580	30,000	0	28,000	58,000	0	58,000	0
Other Misc Costs	44,992	450	44,992	0	0	44,992	0	44,992	0
Subtotal Miscellaneous Costs	554,792	5,548	74,992	0	479,800	405,042	10,500	544,292	0

			LIHTC Basis			T-E Bonds	HTC Basis		
Line Item	Total	Per Unit	NC/R Basis	Acq Basis	Ineligible	50% Test	QRE	Non-QRE	Allocable
ACQUISITION COSTS									
Structure	0	0	0	0	0	0	0	0	0
Land	0	0	0	0	0	0	0	0	0
Existing Reserve Account Balance	0	0	0	0	0	0	0	0	0
Repay Existing Mortgage Balance	410,376	4,104	0	0	410,376	0	0	410,376	0
Other	0	0	0	0	0	0	0	0	0
Subtotal Acquisition Costs	410,376	4,104	0	0	410,376	0	0	410,376	0
RESERVES									
Operating Deficit Escrow (ODE)	350,000	3,500	0	0	350,000	0	0	350,000	0
Replacement Reserve (IDRR)	100,000	1,000	0	0	100,000	0	0	100,000	0
Tax & Insurance Reserve (T&I)	125,000	1,250	0	0	125,000	0	0	125,000	0
Rent Up & Marketing/Working Capital	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0
Subtotal Reserves	575,000	5,750	0	0	575,000	0	0	575,000	0
DEVELOPMENT FEES									
Subtotal Development Overhead & Fees	750,000	7,500	750,000	0	0	750,000	750,000	0	0
TOTAL DEVELOPMENT COSTS	15,218,719	152,187	13,281,543	0	1,937,176	14,033,593	13,689,051	1,529,668	0
MAINEHOUSING TDC INDEX		145,406							

FINANCING

Source	Amount	Rate	Term	Amort.	Lien	Loan Type	Repayment Type	Annual Payment
MH Subsidy	1,199,999	0.00%	30	0		No Interest	CF Contingent	0
MH Interest-Only Loan	0	6.00%	40	0		Interest-Only	Must-Pay	0
Conventional Mortgage	0	5.50%	20	30		Amortizing	Must-Pay	0
City - HOME	400,000	3.00%	20	20	2nd	Amortizing	Must-Pay	26,621
City - CDBG	184,150	0.00%	30	0		No Interest	CF Contingent	0
GSB Loan w/ AHP Sub. Advance	8,600,000	4.35%	20	30	1st	Amortizing	Must-Pay	513,742
AHP Direct Subsidy	650,000	0.00%	30	30		No Interest	CF Contingent	0
Seller Note	0	3.00%	40	40		Amortizing	CF Contingent	0
Sponsor Loan	0	3.00%	15	15		Amortizing	CF Contingent	0
Deferred Developer Fee	0	3.00%	10	10		Amortizing	CF Contingent	0
								0
								0
Total Financing	11,034,149							540,362

EQUITY

Source	Amount	Yield
LIHTC Equity	3,914,609	0.87
Fed HTC Equity	0	0.00
State HTC Equity	0	0.00
State LIHTC Equity	0	0.00
Capital Funds	0	
Existing Operating Reserves	0	
Interim Income	269,961	
Total Equity	4,184,570	

SOURCES & USES

	Total	Per Unit
Total Sources	15,218,719	152,187
Total Uses	15,218,719	152,187
CAPITALIZATION GAP (SURPLUS)	0	0

Cash Flow - Washington Gardens

		7 Mo.															
		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
% Infl.		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
INCOME																	
Gross Rental Income	(Below)	688,310	1,203,559	1,227,630	1,252,183	1,277,227	1,302,771	1,328,827	1,355,403	1,382,511	1,410,161	1,438,365	1,467,132	1,496,475	1,526,404	1,556,932	1,588,071
Operating Subsidy Income	(Below)	143,066	250,161	255,164	260,268	265,473	270,782	276,198	281,722	287,356	293,104	298,966	304,945	311,044	317,265	323,610	330,082
Other Income	(Below)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Less Vacancy Loss	5.0%	(41,569)	(72,686)	(74,140)	(75,623)	(77,135)	(78,678)	(80,251)	(81,856)	(83,493)	(85,163)	(86,867)	(88,604)	(90,376)	(92,183)	(94,027)	(95,908)
Tax Increment Financing	(Below)	83,344	145,733	148,647	151,620	154,652	157,746	160,900	164,118	167,401	170,749	174,164	177,647	181,200	184,824	188,521	192,291
Commercial Income	(Below)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
EFFECTIVE GROSS INCOME		873,151	1,526,767	1,557,302	1,588,448	1,620,217	1,652,621	1,685,674	1,719,387	1,753,775	1,788,851	1,824,628	1,861,120	1,898,343	1,936,309	1,975,036	2,014,536
OPERATING EXPENSES																	
Administrative Expenses	3.0%	92,145	162,702	167,584	172,611	177,789	183,123	188,617	194,275	200,103	206,107	212,290	218,658	225,218	231,975	238,934	246,102
Utility Expenses	3.0%	76,291	134,708	138,749	142,911	147,199	151,615	156,163	160,848	165,673	170,643	175,763	181,036	186,467	192,061	197,823	203,757
Maintenance Expenses	3.0%	121,061	213,759	220,172	226,777	233,580	240,588	247,805	255,239	262,897	270,783	278,907	287,274	295,892	304,769	313,912	323,330
General Expenses	3.0%	156,625	276,555	284,852	293,397	302,199	311,265	320,603	330,221	340,128	350,332	360,842	371,667	382,817	394,301	406,130	418,314
Commercial Expenses	3.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL OPEX	3.0%	446,122	787,724	811,356	835,696	860,767	886,590	913,188	940,584	968,801	997,865	1,027,801	1,058,635	1,090,394	1,123,106	1,156,799	1,191,503
NET OPERATING INCOME		427,029	739,043	745,946	752,752	759,450	766,031	772,486	778,804	784,974	790,986	796,827	802,485	807,948	813,203	818,236	823,033
RESERVE DEPOSITS																	
Deposit to Replacement Reserve	3.0%	26,250	46,350	47,741	49,173	50,648	52,167	53,732	55,344	57,005	58,715	60,476	62,291	64,159	66,084	68,067	70,109
Deposit to Other Reserve	3.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL OPEX + RESERVES		472,372	834,074	859,096	884,869	911,415	938,758	966,920	995,928	1,025,806	1,056,580	1,088,277	1,120,926	1,154,553	1,189,190	1,224,866	1,261,612
NOI AFTER RESERVES		400,779	692,693	698,206	703,579	708,802	713,864	718,754	723,459	727,969	732,271	736,350	740,195	743,789	747,119	750,170	752,925
DEBT SERVICE																	
MH Subsidy		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
MH Interest-Only Loan		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Conventional Mortgage		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
City - HOME		15,529	26,621	26,621	26,621	26,621	26,621	26,621	26,621	26,621	26,621	26,621	26,621	26,621	26,621	26,621	26,621
City - CDBG		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
GSB Loan w/ AHP Sub. Advance		299,683	513,742	513,742	513,742	513,742	513,742	513,742	513,742	513,742	513,742	513,742	513,742	513,742	513,742	513,742	513,742
AHP Direct Subsidy		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Seller Note		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sponsor Loan		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Deferred Developer Fee		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
-		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
-		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL DEBT SERVICE		315,211	540,362	540,362	540,362	540,362	540,362	540,362	540,362	540,362	540,362	540,362	540,362	540,362	540,362	540,362	540,362
DSCR		1.27	1.28	1.29	1.30	1.31	1.32	1.33	1.34	1.35	1.36	1.36	1.37	1.38	1.38	1.39	1.39
NET CASH FLOW		85,568	152,330	157,844	163,217	168,440	173,501	178,391	183,097	187,607	191,908	195,988	199,832	203,427	206,757	209,807	212,562
CASH FLOW PER UNIT		856	1,523	1,578	1,632	1,684	1,735	1,784	1,831	1,876	1,919	1,960	1,998	2,034	2,068	2,098	2,126

Rent & Income Inflation

Yr 1-5: 2.0%

Yr 6-15: 2.0%

Yr 16-30: 2.0%

		16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
% Infl.		2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	
INCOME																	
Gross Rental Income	(Below)	1,619,832	1,652,229	1,685,273	1,718,979	1,753,358	1,788,426	1,824,194	1,860,678	1,897,892	1,935,849	1,974,566	2,014,058	2,054,339	2,095,426	2,137,334	
Operating Subsidy Income	(Below)	336,684	343,418	350,286	357,292	364,438	371,726	379,161	386,744	394,479	402,368	410,416	418,624	426,997	435,537	444,247	
Other Income	(Below)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Less Vacancy Loss	5.0%	(97,826)	(99,782)	(101,778)	(103,814)	(105,890)	(108,008)	(110,168)	(112,371)	(114,619)	(116,911)	(119,249)	(121,634)	(124,067)	(126,548)	(129,079)	
Tax Increment Financing	(Below)	196,137	200,059	204,061	208,142	212,305	216,551	220,882	225,299	229,805	234,402	239,090	243,871	248,749	253,724	258,798	
Commercial Income	(Below)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
EFFECTIVE GROSS INCOME		2,054,827	2,095,924	2,137,842	2,180,599	2,224,211	2,268,695	2,314,069	2,360,350	2,407,557	2,455,709	2,504,823	2,554,919	2,606,018	2,658,138	2,711,301	
OPERATING EXPENSES																	
Administrative Expenses	3.0%	253,485	261,090	268,922	276,990	285,300	293,859	302,674	311,755	321,107	330,741	340,663	350,883	361,409	372,251	383,419	
Utility Expenses	3.0%	209,870	216,166	222,651	229,331	236,210	243,297	250,596	258,114	265,857	273,833	282,048	290,509	299,224	308,201	317,447	
Maintenance Expenses	3.0%	333,030	343,020	353,311	363,910	374,828	386,073	397,655	409,584	421,872	434,528	447,564	460,991	474,820	489,065	503,737	
General Expenses	3.0%	430,864	443,790	457,103	470,816	484,941	499,489	514,474	529,908	545,805	562,179	579,045	596,416	614,309	632,738	651,720	
Commercial Expenses	3.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTAL OPEX	3.0%	1,227,248	1,264,066	1,301,988	1,341,047	1,381,279	1,422,717	1,465,399	1,509,361	1,554,641	1,601,281	1,649,319	1,698,799	1,749,763	1,802,255	1,856,323	
NET OPERATING INCOME		827,579	831,858	835,854	839,552	842,932	845,978	848,670	850,990	852,916	854,428	855,504	856,121	856,255	855,883	854,978	
RESERVE DEPOSITS																	
Deposit to Replacement Reserve	3.0%	72,212	74,378	76,609	78,908	81,275	83,713	86,225	88,811	91,476	94,220	97,047	99,958	102,957	106,045	109,227	
Deposit to Other Reserve	3.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTAL OPEX + RESERVES		1,299,460	1,338,444	1,378,597	1,419,955	1,462,554	1,506,430	1,551,623	1,598,172	1,646,117	1,695,501	1,746,366	1,798,757	1,852,719	1,908,301	1,965,550	
NOI AFTER RESERVES		755,367	757,480	759,245	760,644	761,657	762,265	762,446	762,178	761,440	760,208	758,457	756,163	753,298	749,837	745,751	
DEBT SERVICE																	
MH Subsidy		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
MH Interest-Only Loan		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Conventional Mortgage		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
City - HOME		26,621	26,621	26,621	26,621	26,621	26,621	26,621	26,621	26,621	26,621	26,621	26,621	26,621	26,621	26,621	
City - CDBG		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
GSB Loan w/ AHP Sub. Advance		513,742	513,742	513,742	513,742	513,742	513,742	513,742	513,742	513,742	513,742	513,742	513,742	513,742	513,742	513,742	
AHP Direct Subsidy		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Seller Note		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Sponsor Loan		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Deferred Developer Fee		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
-		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
-		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTAL DEBT SERVICE		540,362	540,362	540,362	540,362	540,362	540,362	540,362	540,362	540,362	540,362	540,362	540,362	540,362	540,362	540,362	
DSCR		1.40	1.40	1.41	1.41	1.41	1.41	1.41	1.41	1.41	1.41	1.40	1.40	1.39	1.39	1.38	
NET CASH FLOW		215,005	217,117	218,883	220,281	221,295	221,902	222,083	221,816	221,078	219,846	218,095	215,800	212,936	209,475	205,388	
CASH FLOW PER UNIT		2,150	2,171	2,189	2,203	2,213	2,219	2,221	2,218	2,211	2,198	2,181	2,158	2,129	2,095	2,054	

Rent & Income Inflation
Yr 1-5: 2.0%
Yr 6-15: 2.0%
Yr 16-30: 2.0%

Washington Gardens – Parcel Map

Comprised of four parcels:

- 428-B-022 – includes 12 Residential Buildings and Community Center
- 428-C-009 – includes 3 Residential Buildings
- 428-B-018 – includes Property Management Office
- 428-B-019 – includes Maintenance Shed



Development Program Exhibit D
AHTIF Application Attachment 6

CITY OF PORTLAND
CERTIFICATE OF ASSESSOR

The undersigned Assessor of the City of Portland, Maine, does hereby certify, pursuant to the provisions of Title 30-A M.R.S.A. Section 5250-A that the Original Assessed Value of the taxable property within the boundaries of 577 Washington Avenue Redevelopment Affordable Housing Development District, as described in the Development Program for the District, was \$0.00 (as the property was exempt from property taxes) as of March 31, 2020 (which was the March 31st of the tax year preceding the year in which the District was designated).

IN WITNESS WHEREOF this Certificate has been executed as of this 17th day of AUGUST, 2020.



Municipal Assessor

EXHIBIT E CREDIT ENHANCEMENT AGREEMENT

SEE ATTACHMENT INCLUDED IN ORDER 22

EXHIBIT F DEVELOPMENT PROGRAM

Tax Shifts-Avoided Formula Impacts from Sheltering of Valuation: City of Portland- TIF Model for 577 Washington Avenue Gardens							
50% Sheltered - 30 years - 50% to Developer Project Account - 50% 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	\$7,900,000	\$3,950,000	\$0	\$2,960	\$2,181	\$5,141
2	2021	\$7,900,000	\$3,950,000	\$0	\$2,960	\$2,181	\$5,141
3	2022	\$7,900,000	\$3,950,000	\$0	\$2,960	\$2,181	\$5,141
4	2023	\$7,900,000	\$3,950,000	\$10,902	\$2,960	\$2,181	\$16,043
5	2024	\$7,900,000	\$3,950,000	\$21,804	\$2,960	\$2,181	\$26,945
6	2025	\$7,900,000	\$3,950,000	\$32,706	\$2,960	\$2,181	\$37,847
7	2026	\$7,900,000	\$3,950,000	\$32,706	\$2,960	\$2,181	\$37,847
8	2027	\$7,900,000	\$3,950,000	\$32,706	\$2,960	\$2,181	\$37,847
9	2028	\$7,900,000	\$3,950,000	\$32,706	\$2,960	\$2,181	\$37,847
10	2029	\$7,900,000	\$3,950,000	\$32,706	\$2,960	\$2,181	\$37,847
11	2030	\$7,900,000	\$3,950,000	\$32,706	\$2,960	\$2,181	\$37,847
12	2031	\$7,900,000	\$3,950,000	\$32,706	\$2,960	\$2,181	\$37,847
13	2032	\$7,900,000	\$3,950,000	\$32,706	\$2,960	\$2,181	\$37,847
14	2033	\$7,900,000	\$3,950,000	\$32,706	\$2,960	\$2,181	\$37,847
15	2034	\$7,900,000	\$3,950,000	\$32,706	\$2,960	\$2,181	\$37,847
16	2035	\$7,900,000	\$3,950,000	\$32,706	\$2,960	\$2,181	\$37,847
17	2036	\$7,900,000	\$3,950,000	\$32,706	\$2,960	\$2,181	\$37,847
18	2037	\$7,900,000	\$3,950,000	\$32,706	\$2,960	\$2,181	\$37,847
19	2038	\$7,900,000	\$3,950,000	\$32,706	\$2,960	\$2,181	\$37,847
20	2039	\$7,900,000	\$3,950,000	\$32,706	\$2,960	\$2,181	\$37,847
21	2040	\$7,900,000	\$3,950,000	\$32,706	\$2,960	\$2,181	\$37,847
22	2041	\$7,900,000	\$3,950,000	\$32,706	\$2,960	\$2,181	\$37,847
23	2042	\$7,900,000	\$3,950,000	\$32,706	\$2,960	\$2,181	\$37,847
24	2043	\$7,900,000	\$3,950,000	\$32,706	\$2,960	\$2,181	\$37,847
25	2044	\$7,900,000	\$3,950,000	\$32,706	\$2,960	\$2,181	\$37,847
26	2045	\$7,900,000	\$3,950,000	\$32,706	\$2,960	\$2,181	\$37,847
27	2046	\$7,900,000	\$3,950,000	\$32,706	\$2,960	\$2,181	\$37,847
28	2047	\$7,900,000	\$3,950,000	\$32,706	\$2,960	\$2,181	\$37,847
29	2048	\$7,900,000	\$3,950,000	\$32,706	\$2,960	\$2,181	\$37,847
30	2049	\$7,900,000	\$3,950,000	\$32,706	\$2,960	\$2,181	\$37,847
30 Year TIF Total		\$237,000,000	\$118,500,000	\$850,356	\$88,804	\$65,427	\$1,004,586
30 Year Average		\$7,900,000	\$3,950,000	\$28,345	\$2,960	\$2,181	\$33,486

EXHIBIT H COUNCIL ORDERS
CERTIFIED COPIES OF COUNCIL ORDERS WILL BE ADDED

CITY OF PORTLAND
Declaration of Covenants, Conditions and Restrictions for the 577 Washington Avenue
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 **Washington Gardens, LP**, a Maine limited partnership with a mailing address of 14 Baxter Blvd, 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 rehabilitation of one hundred (100) units of rental housing located at 577 Washington Avenue, Portland, Maine (the “Development”); and

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

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

NOW THEREFORE, City and the Developer agree as follows:

1. **Term.** The term of this Declaration shall be for the period beginning on date of the approval of the District by the Director of the Maine State Housing Authority (the “Effective Date”) and continuing for thirty (30) years from the Effective Date of this Declaration (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 by Developer, a foreclosure or transfer of title in lieu of foreclosure, but shall cease to apply to the Development in the event of involuntary noncompliance caused by substantial destruction, seizure, requisition, or change in law or an action of a governmental agency that prevents the City from enforcing the covenants, even though compensated by insurance.
3. **Covenants.** Developer hereby covenants and represents to the City as follows:
 - a. **Development.** The Development shall consist of the land described in Exhibit A attached hereto, together with all improvements, which after completion of the work will contain a total of one hundred (100) units of rental housing and related amenities. The units in the Development shall be of comparable quality and have comparable amenities. Developer shall not make any change in the size or number of units in the Development.
 - b. **Use.** The Developer shall rent or make available for rental all of the units in the Development on a continuous and non-transient basis to members of the general public throughout the Qualified Project Period. Developer covenants and agrees that no change of use shall occur without the express written consent of the City.
 - c. **Low Income Units.** For a period of thirty (30) years at least sixty (60) of the units will be occupied by households with incomes at or below fifty percent (50%) of the area median income, and forty (40) of the units will be occupied by households with incomes at or below sixty percent (60%) of the area median income (collectively referred to as the “Low Income Units”).
 - i. Income and area median income shall be as determined in accordance with Section 42 of the Internal Revenue Code of 1986 and associated regulations and guidance, all as may be amended from time to time, (“Section 42”) and income limits shall be adjusted for family size.
 - ii. Prior to initial occupancy and at least annually, the Developer shall verify that the income, based on the then current income, of each household occupying a Low Income Unit in the Development does not exceed the Applicable Income Limit (the “Determination”).
 - iii. A Low Income Unit occupied by a household, who at the commencement of occupancy, met the Applicable Income Limit shall continue to be treated as occupied by a qualified resident even though the household’s income may exceed the Applicable Income Limit, adjusted for family size, at the time of the

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

- iv. After initial occupancy but upon again becoming vacant, a Low Income Unit shall be treated as occupied by a household meeting the Applicable Income Limit until occupied (other than occupancy by another resident for a temporary period not to exceed 31 days), at which time the character of the unit shall be re-determined in light of the new resident's income.
- d. **Rent Restrictions.** For the Qualified Project Period, the Low Income Units shall be rent-restricted. A unit is rent-restricted if the gross monthly rent does not exceed one-twelfth (1/12th) of thirty percent (30%) of the imputed income limitation applicable to the unit. The imputed income limitation is the Applicable Income Limit for the unit, except the adjustment for family size shall be based, not on the actual number of occupants, but by assuming the number of occupants as follows:
- i. For a unit without a separate bedroom, one individual.
 - ii. For a unit with one or more separate bedrooms, one and one-half individuals for each separate bedroom.
- Gross monthly rent shall not include any payment under Section 8 of the United States Housing Act of 1937 and associated regulations and guidance, all as may be amended from time to time ("Section 8") but shall include any utility allowance, where applicable, taking into account such determinations under Section 8.
- e. **Discrimination Prohibited.** Developer shall not segregate or physically isolate the Low Income Units from each other and from other units in the Development and the Developer shall use its best efforts to proportionately distribute the Low Income Units among each unit size in the Development. Developer shall not refuse to rent a unit in the Development to any applicant because the applicant holds a voucher or a certificate of eligibility under Section 8.
4. **Compliance.** Developer agrees to furnish to City such information as City may require in a form acceptable to City, including without limitation certifications and/or verifications of occupancy and resident income, to determine Developer's compliance with the covenants set forth herein. Information deemed acceptable by Maine State Housing Authority shall be acceptable to the City.
5. **Income Certifications/Leases.** Developer shall use residential lease forms acceptable to City and obtain written and signed certifications of residents in a form acceptable to City to determine the qualifications of the residents for occupancy of a Low Income Unit. Such leases or certifications shall contain clauses wherein each resident (a) certifies as to the accuracy of statements made relating to the resident's income, (b) agrees that resident income and other eligibility requirements shall be deemed substantial and material obligations of the tenancy, (c) agrees to comply all requests for information with respect thereto from Developer or City,

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

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

willful acts of the City. The obligations under this section shall survive the termination or expiration of this Declaration as necessary to effectuate its provisions.

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

Signature page follows.

IN WITNESS WHEREOF, this Declaration has been duly executed by the Developer and City as of _____, 2020.

CITY OF PORTLAND, ME

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)

Signature page follows.

WASHINGTON GARDENS, LP
By: Washington Gardens Development, LLC, its
General Partner

Witness

By: _____
Name: Cheryl Sessions
Its President

State of Maine
Cumberland, ss.

_____, 2020

Personally appeared the above named Cheryl Sessions, President of Washington Gardens, Development, LLC, General Partner of Washington Gardens, LP, and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said limited liability company and limited partnership.

Before me,

Notary Public/Attorney-at-Law

(Print or type name)

EXHIBIT A

(property description will be added at construction loan closing; prior to recording in the Cumberland County Registry of Deeds)

EXHIBIT J DISTRICT NARRATIVE
DISTRICT AND DEVELOPMENT PROGRAM DESCRIPTION
577 WASHINGTON AVENUE AFFORDABLE HOUSING TIF DEVELOPMENT DISTRICT
The information contained in this Narrative is intended to be part of the Development Program

District Description/Residential Use

Portland Housing Development Corporation is proposing to rehabilitate one hundred rental units within 15 two-story residential buildings at 577 Washington Avenue in Portland, Maine. The objective of the project is that 100% 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 60% of the median income for the area as defined by the United States Department of Housing and Urban Development. The tax chart block and lot numbers are 428 C009, 428 B019, 428 B018 and, 428 B022. The total acreage size is 3.6099 acres (or 157,247 sf). One hundred percent of the parcel is suitable for residential use. The zoning designation is R-5; two-family dwelling units, multiplex development, and planned residential unit developments are allowable uses within the R-5 zone. The relocation procedures and operations related to HUD-assisted project activates will be conducted in accordance with applicable law and regulations, including Uniform Relocation act, Section 18 Demolition and Disposition, and MaineHousing relocation Guidelines. Portland Housing Authority has submitted a Relocation Plan for this project. Any Portland Housing Authority tenants who reside in covered units will be provided relocation assistance and payments sufficient to cover reasonable relocation expenses. All households will be surveyed by PHA staff to determine need related to housing, supportive services, and relocation counselling. The project will also comply with the City's Green Building Ordinance and the accessibility requirements of the Fair Housing Act and the Maine Human Rights Act for multi-family housing.

District Acreage

The total area of the District is approximately 3.6099 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 698.475 acres) is 5.639% of total acreage in the City. The 698.475 acres includes two exempt districts—a transit oriented district and a downtown/transit oriented district—which, when subtracted from the 698.475 is 247.465, which is representing 1.99% of the total acreage of the City and thus does not exceed 5% of the total acreage of the City.

Original Assessed Value of District

The Original Assessed Value of the District is as set forth in Exhibit D of the Development Program, and the Original Assessed Value of all existing and this proposed affordable housing development district within the City is \$2,071,310 and such amount of Original Assessed Value does not exceed 5% of the total value of taxable property within the City as of the April 1st preceding the date of the designation of the District.

Development Program Start and End Dates

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. The municipal tax year begins April 1 through March 31. The municipal fiscal year begins July 1 through June 30. The Development Program Agreement is included as Attachment 7.

Identified Housing Needs in the Municipality

The housing need in Portland, Maine is significant. As one of the largest job centers and economic hubs in Maine, opportunities to find a safe, quality, and affordable home is challenging. Over the past several years, high occupancy rates and long waitlists indicate significant pent-up demand for rental housing in Portland. Portland Housing's whole portfolio of 1,004 rental units has a current occupancy rate of 98%, and is often 99%. The waitlist for rental apartments is approximately 1,400 households. This is especially true for Very Low income (VLI) and Extremely Low Income (ELI) households. Currently, 91% of Washington Gardens residents are ELI, earning less than 30% of AMI, and 7% are VLI, earning between 30% and 50% of AMI. PHA also manages the local Section 8 program of ±1,900 vouchers. There are currently ±3,800 households on our voucher waitlist. After applying, it takes 5 years on average before a household will be assigned a voucher. Moreover, many voucher-holders experience significant difficulty locating an available dwelling unit because of Portland's tight, competitive and expensive rental market. The City of Portland has a very low vacancy rate. Between 2010 and 2015, rents increased 40%, according to the landmark report by the Portland Press Herald, *Welcome to Portland: No Vacancy*. Since then, rents have continued to rise annually. The report noted a majority of Portland's renters cannot afford the median rent in Portland, and the new supply of market-rate rental housing is not doing enough to reduce the affordability crisis in the City.

Primary Residential Development

The proposed development is primarily for residential use. 577 Washington Avenue will contain several uses related to the residential use. The building will contain laundry facilities, storage related to biking and other human powered uses, a community room, a community meeting area, a site office, and maintenance support areas.

Affordable Housing

This project consists of the rehabilitation of 100 rental units within 15 two-story residential buildings. There are currently 60 studios, 36 one-bedroom units, and 4 two-bedroom units. All apartments are garden-style units served by shared stairwells. No change in unit mix is proposed for rehabilitation and Washington Gardens will remain a rental property. Of the one-hundred (100) units, one hundred percent will have income restrictions: sixty (60) will be reserved for households at or below 50% area median income and forty (40) will be reserved for households at or below 60% area median income. The zoning for the project assures that this number of units and this affordability objective will be met.

Mechanism to Ensure Ongoing Affordability

The development within the district will remain affordable for 30 years. A Declaration of Covenants and Restrictions requiring income affordability will be recorded in the Cumberland County Registry of Deeds. Ongoing rental restrictions and program requirements by MaineHousing will last a minimum of 45 years and, the City of Portland will last 90 years. There will be continued oversight and involvement by City of Portland and, MaineHousing,

Operation of Housing and Facilities in the District

Portland Housing Authority will be the Management Agent at 577 Washington Avenue. PHA has over 75 years of property management experience and currently manages a portfolio of over 1,000 affordable units within Portland. Additionally, PHA manages the administration of ±1,900 Section 8 housing vouchers. Overall, PHA houses ±6,500 residents, close to 10% of the City's population. As a long-term owner in affordable homes, the mission of PHA and its affiliates is to expand and preserve Portland's stock of affordable housing.

Specific Uses of TIF Revenue

Revenue from the Affordable Housing Tax Increment District (AHTIF) will be used to reduce operating costs at 577 Washington Avenue, such as maintenance and utilities. The funds received over the lifetime of the AHTIF will support the project in providing new, high quality, affordable apartments to the Bayside neighborhood. Without these funds, the development of 60 apartments serving a broad cross-section of Portland residents will not move forward.

Specific improvements or activities to be funded with tax increment revenues	Timing of each planned improvement	Amount (\$) to be funded with tax increment revenues	Amount to be funded by other sources	Location within or outside of district?	Resulting public benefit
Project Operating Costs	Annually	\$127,000	\$809,800	Within	Affordable rental housing units
Total Costs		\$127,000	\$809,800		

Financial Plan for Each Year the Development will be in Effect

577 Washington Avenue will be financed primarily through LIHTC equity, financed through the Maine State Housing Authority, AHP loan and subsidy, and City of Portland HOME financing. The project will be developed by Portland Housing Development Corporation and owned by Washington Gardens LP subsidiary formed to receive the LIHTC. Portland Housing Management Corporation will be responsible for the day-to-day operations of the building.

The development will be financed with a combination of local, state and federal funding including low income housing tax credits. The estimated combined total development cost for the apartment building is \$15,218,719. Approximately \$3,914,609 will be funded through syndication of the tax credits, \$1,199,999 through amortizing debt with Maine State Housing Authority, \$650,000 through AHP loan and subsidy, \$8,600,000 through mortgage loan with Gorham Savings First Mortgage, and \$584,150 through local funding. An itemized development budget showing all sources and uses of funds for development is included in Attachment 9.

Total projected new taxes captured: \$3,809,991

Total revenue sharing tax shift (30-year annual average/30-Year Total) \$2,960/\$88,804

Total education subsidy tax shift (30-year annual average/30-Year Total) \$28,345/\$850,356

Total county tax shift (30-year annual average/30-Year Total) \$2,181/\$65,427

Total Avoided Impacts (30-year annual average/30-Year Total) \$33,486/\$1,004,586

Allocation of Total Tax Increment Revenue from the District

Under this program and the Credit Enhancement Agreement, Captured Assessed Value will be 50% of the Increased Assessed Value. Accordingly, fifty percent (50%) of the Tax Increment Revenues for each year during the term of the District shall be paid to the Developer each year pursuant to the Credit Enhancement Agreement.

Relocation Plan

Any PHA tenants who reside in covered units will be provided relocation assistance and payments sufficient to cover reasonable relocation expenses. Except when a person is evicted through appropriate

court action, no covered tenant will be required to move from any dwelling in a building scheduled for project action until such person:

- a. has been provided proper notices, as required;
- b. has been offered a reasonable choice of decent, safe, and sanitary replacement dwellings at rents (including utilities) not higher than permitted under the Authority's payments standards for its Housing Choice Voucher Program;
- c. has been provided with at least a 90-day notice of the need to vacate their dwelling unit and been provided with relocation assistance sufficient to complete a move to a temporary dwelling; or,
- d. has been temporarily relocated to a suitable decent, safe, and sanitary dwelling for a limited period of time prior to rehabilitation to their original dwelling unit.

Description of Environmental Controls to be applied

This project is committed to following all local and state laws and regulations. Locally, the project was reviewed and approved by the planning board during a public hearing held on August 10, 2020. The project is subject to the Site Plan and Subdivision Ordinance of the Land Use Code. All environmental controls required by law shall apply to development in the District, including any applicable requirements of the City of Portland Zoning Ordinance and all applicable State and Federal environmental laws and regulations.

Development Program Consistent with Comprehensive Planning

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

Is the proposed development consistent with the plan? Yes

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

Is the district in conflict with the municipal charter? No

List of Attachments for Maine Housing Affordable Housing TIF Application

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

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

Attachment 3 – Additional Documents

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

3-2 Declaration of Covenants, Conditions and Restrictions

Attachment 4 – Municipal Approval; certified copy of Council Orders

Attachment 5 – District Map

Attachment 6 – Certification of Original Assessed Value of District

Attachment 7 – Development Program

Attachment 8 – Credit Enhancement Agreement

Attachment 9 – Financial Plans; estimated allocation

To: Mary Davis, City of Portland
From: Anne Boynton, Urban Ventures, Inc.
Re: Washington Gardens, Portland Housing Development Corp
Date: 9/8/20

Portland Housing Development Corporation (PHDC) requests \$400,000 in HOME/HTF capital subsidy and a 50%, 30 year TIF to support its proposed renovation of the 100 unit Washington Gardens project. This is a \$4,000/unit requested capital subsidy. With the previously committed CDBG funding, the total capital subsidy request is \$5,842/unit from the City. This property was built in the 1970s and is in need of complete renovation. PHDC will use the HUD Section 18 Demolition & Disposition program to transition the operating funding from Public Housing to Project Based Vouchers and renovate all major systems. This property will continue to serve seniors and non-elderly disabled – all current residents will have the right to return. To minimize disruption to residents, renovations will take place in phases.

Sources and Uses

Sources:		Uses:	
Gorham Savings 1 st Mortgage	\$8,600,000	Construction Hard Costs	\$10,327,701
AHP Subsidy	\$650,000	Contingency	\$1,100,000
City of Portland HOME/HTF	\$400,000	Soft Costs:	\$2,055,642
City of Portland CDBG	\$184,150	Acquisition	\$410,376
Maine Housing Subsidy	\$1,199,999	Reserves	\$575,000
Interim Operating Income	\$269,961	Developer Fee	<u>\$750,000</u>
Net Syndication	<u>\$3,914,609</u>		
Total Sources:	\$15,218,719	Total Uses:	\$15,218,719

PHDC is concluding the process to line up financing for this project. Commitments are in place for the Gorham Savings 1st mortgage and AHP subsidy, the City of Portland CDBG funding, and the LIHTC allocation. Maine Housing is finalizing its underwriting for its subsidy funding.

For analysis of “Uses,” see Development Budget.

Development Budget

This renovation with low acquisition costs has a quite modest cost per unit of \$152,187.

Construction Costs:

Construction costs are based on a construction estimate developed from 90% plans by TDP Construction dated 6/15/20, and includes provision for Davis Bacon and State Prevailing Wages. It is slightly more detailed than a division break down. The average renovation cost per unit is \$71,491, not “gut to the studs” but enough to address all major systems. Site improvements are also significant, at \$1,537,870. Rooftop based solar photovoltaic panels are being added at a cost of \$382,525. Contractor overhead, profit and general conditions, at 13.07%, is just over the recommended upper limit of 13%, but well

under the “hard cap” of 14%. Considering the additional complexity of the job with phased renovation and residents in place, this is a reasonable return.

PHDC has completed a Phase I and Phase II environmental assessment. The Phase II clears the site of the Recognized Environmental Conditions. An Asbestos Containing Materials (ACM) survey shows likely ACM in tiles, mastic, joint compounds, and adhesives. Demolition and disposition is now divided into two categories -- ACM and non-ACM.

Soft Costs:

Total soft costs are modest at \$38,410 per unit, including developer fee.

A satisfactory relocation plan and budget were submitted with the application. The relocation budget is \$275,000 for an average cost of \$2,750 per unit. The costs are reasonable, with most residents relocated internally (which reduces the cost and increases PHDC’s control of the unit availability). PHDC plans to rely on its staff to manage the relocation process. Frequently, developers contract this function out to relocation consultants, due to the high potential cost of error in the many step process. However, the plan appears well thought out and the level of detail is appropriate to the stage of development.

Contingency:

The hard cost contingency is 10.17% of total hard costs. This is just a hair above the minimum industry standard, which is not ideal. However, the risk of cost increases is mitigated by the PHA’s intimate knowledge of the property from its long ownership, complete environmental testing, and the “almost gut” level of renovation.

The soft cost total includes a soft cost contingency of 2.57%, substantially under the recommended 5%. This risk is offset in part by the stage of development, and further mitigated by PHDC’s substantial available resources to cover unexpected costs, see Developer Financial Analysis below.

Acquisition:

The public has an interest in insuring that the property is purchased for no more than its market value. This review is especially important in cases like this one where the seller plays multiple roles in the transaction. Portland Housing Authority owns the project and will sell to a newly created project entity it controls, so PHA is both seller and buyer of the site.

The ownership of the site will transfer for the cost of retiring the existing debt on the property -- \$410,376, for a very modest per unit acquisition price of \$4,104. An appraisal dated June 18, 2020 states the “as is” value as \$1,340,000. There is clearly ample value here to support the acquisition price.

Operating Budget & 20 Year Cashflow Projection

Project Income:

The project can be expected to out perform the income projections. Vacancy is budgeted at the industry standard 5%, but given the high demand, deep affordability, and “like new” units, can be expected to outperform that standard. After renovation, there will continue to be a total of 100 residential units serving seniors and non-elderly disabled residents. Resident incomes will be restricted

to below 50% and 60% AMI from the LIHTC restrictions— though most residents’ income are substantially below these levels. Every unit will have a Project Based Voucher to provide full continued affordability for all residents. A market study dated 9/6/19 has been submitted for this development which documents the high demand for affordable rental units. The projected contract rents have a 31% overall market advantage, not even considering the Project Based Voucher which provides deeper subsidy based on resident income. The property is fully occupied now, prior to renovation, and will be in even higher demand once the units have been upgraded.

Operating Expense

The per unit operating expense is budgeted at \$8,098 per unit per year (\$6,190 excluding real estate taxes). Administrative expenses are modest (\$1,580/unit) while utilities (\$1,308/unit) and maintenance (\$2,075/unit) will provide cushion in this fully renovated project with upgraded units including insulation and solar panels. Supportive services are budgeted at \$530/unit, higher than other applicants in this round (\$359 Avesta Valley and \$287 PHDC Cumberland) and above the minimum Maine Housing requirement for this project of 20 hours per week of service coordination. The additional funds will cover an additional 8 hours of caseworker services addressing mental health issues, plus \$14,000 for resident transportation and programming expenses. Considering the likely income profile of residents, additional services will be a valuable addition for both residents and project stability.

20 Year Cashflow & Debt Service Coverage Ratio (DSCR)

PHCD’s cashflow projections show a 1.18 debt service coverage ratio in the first full year of operations, which grows steadily over 20 years to 1.28 using industry standard inflators of 2% for operating income and 3% for operating expenses. The DSCR calculation includes the “must pay” debt service on the proposed \$400,000 to the City (3%, 20 years, fully amortizing). The DSCR is in the high end of acceptable for a project with Project Based Vouchers for 100% of units, and offers the project plenty of room to address any unexpected circumstances.

Developer Financials

Portland Housing Authority has submitted audits for FY2 2017, 2018 and 2019. Their fiscal year ends 6/30. From an operating perspective, 2019 was a very strong year for PHA. Their audit as of 6/30/19 shows strong financial health, with current assets of \$15.8 million and current liabilities of \$1.9 million, resulting in a very strong current ratio of 8.3. The Quick Ratio (cash and cash equivalents divided by current liabilities) is a remarkably healthy 4.8. In 2019, current year operations showed growth of \$1,858,174, substantially exceeding their already strong 2018 growth of \$1,095,622. Revenues grew by 7.63% while expenses were contained to 5.4% growth, with falling administrative expenses.

While the balance sheet (“Statement of Net Position”) is still strong, with Total Net Position over \$15.7 million, the audit reflects a one-time restatement of non-pension retirement liability which shrank the “Total Net Position” by \$7.7 million. This one-time restatement was required to comply with Governmental Accounting Standards Board Statement #75. It was implemented a year after the required date, so it is included in the audit as a correction of an error in their 2018 audit.

Quarterly financials through March 31, 2020 show another good start to FY2020 for PHA, with income above budget and expenses below budget in every category for net operating income of \$942,422.

Though the Covid-19 pandemic has significantly impacted property operations, it has not had a significant impact on the financial health of PHA, to date. There are some additional expenses related to COVID-19 (PPE, effective work from home arrangements), which a PPP loan helped cover. Rental income has not fallen significantly. PHDC has one project in construction, 58 Boyd Street, which was delayed a few weeks with Covid-19 related supply chain glitches, but it has not generated project threatening losses.

Overall, PHA has very strong financial health. This developer has the financial capacity to intervene in a development facing unexpected set backs and/or cost over-runs to keep the development process moving forward. Their financial strength as an organization mitigates the risk of the thin soft cost contingency.

Recommendations

This renovation is an important stabilization and enhancement of a critical affordable housing resource by a developer with the development experience and financial resources to make the project successful.

I recommend a loan in the amount of no more than \$400,000, 3%percent interest, fully amortizing over 20 years, secured by a second mortgage. I recommend a TIF of no more than 50%TIF for 30 years, with satisfactory review of the following conditions:

Prior to loan closing:

1. All standard construction loan conditions, including satisfactory review of final contract with GC consistent with budgeted estimates, and total contractor overhead, profit and general conditions of not to exceed 14% of net construction costs.

Project Operating Pro Forma

Date	September 9, 2020
Project Name	Washington Gardens
Project Address	
Developer/Sponsor	PHA/PHDC

Rental Income

Unit Type	Number of Units	Per Unit Sq Ft	Total Sq Ft	Restriction on % Median Inc.	Per Unit Monthly Gross Rent	Utility Deductions	Rent Subsidy	Per Unit Monthly Net Rent	Per Unit Net Rent Per Sq Ft	Total Monthly Net Income	Total Annual Net Rent
0 BR	37		0	50%	\$877			\$877	#DIV/0!	\$32,449	\$389,388
0 BR	23		0	60%	\$1,053			\$1,053	#DIV/0!	\$24,219	\$290,628
1 BR	22		0	50%	\$940			\$940	#DIV/0!	\$20,680	\$248,160
1 BR	14		0	60%	\$1,128			\$1,128	#DIV/0!	\$15,792	\$189,504
2 BR	1		0	50%	\$1,128			\$1,128	#DIV/0!	\$1,128	\$13,536
2 BR	3		0	60%	\$1,354			\$1,354	#DIV/0!	\$4,062	\$48,744
3 BR			0	50%				\$0	#DIV/0!	\$0	\$0
3 BR			0	60%				\$0	#DIV/0!	\$0	\$0
4 BR			0	50%				\$0	#DIV/0!	\$0	\$0
4 BR			0	60%				\$0	#DIV/0!	\$0	\$0
Other			0	50%				\$0	#DIV/0!	\$0	\$0
Other			0	60%				\$0	#DIV/0!	\$0	\$0
Total:	100		0							\$98,330	\$1,179,960

Operating Expenses

Rent Increase Rate	2.0%
Expenses Increase Rate	3.0%

Note: Year 1 is the first full year of stabilized operations

	Year 1	Year 1/Unit	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Income											
Sch. Gross Income - Residential	\$1,179,960	\$11,800	\$1,203,559	#####	#####	#####	\$1,302,771	\$1,328,827	\$1,355,403	\$1,382,511	\$1,410,161
Operating Subsidy Income (PBV)	\$245,256	\$2,453	\$250,161	\$255,164	\$260,268	\$265,473	\$270,782	\$276,198	\$281,722	\$287,356	\$293,104
Vacancy Loss	5.0%	(\$71,261)	(\$713)	(\$72,686)	(\$74,140)	(\$75,623)	(\$77,135)	(\$78,678)	(\$80,251)	(\$81,856)	(\$83,493)
Other income (laundry)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TIF	2%	\$95,250	\$953	\$97,155	\$99,098	\$101,080	\$103,102	\$105,164	\$107,267	\$109,412	\$111,601
Effective Gross Income	\$1,449,205	\$14,492	\$1,478,189	#####	#####	#####	\$1,600,040	\$1,632,040	\$1,664,681	\$1,697,975	\$1,731,934

Administrative											
Management Fee	\$74,696	\$747	\$76,937	\$79,245	\$81,622	\$84,071	\$86,593	\$89,191	\$91,867	\$94,623	\$97,461
Management Charges	\$74,696	\$747	\$76,937	\$79,245	\$81,622	\$84,071	\$86,593	\$89,191	\$91,867	\$94,623	\$97,461
Marketing Expense	\$906	\$9	\$933	\$961	\$990	\$1,020	\$1,050	\$1,082	\$1,114	\$1,148	\$1,182
Legal	\$1,166	\$12	\$1,201	\$1,237	\$1,274	\$1,312	\$1,352	\$1,392	\$1,434	\$1,477	\$1,521
Audit & Accounting	\$6,500	\$65	\$6,695	\$6,896	\$7,103	\$7,316	\$7,535	\$7,761	\$7,994	\$8,234	\$8,481
Admin Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Administrative	\$157,964	\$1,580	\$162,703	\$167,584	\$172,612	\$177,790	\$183,124	\$188,617	\$194,276	\$200,104	\$206,107

Supportive Services	\$53,000	\$530	\$54,060	\$55,682	\$57,352	\$59,073	\$60,845	\$62,670	\$64,550	\$66,487	\$68,482
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Utilities											
Fuel Oil		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Natural Gas	\$41,000	\$410	\$42,230	\$43,497	\$44,802	\$46,146	\$47,530	\$48,956	\$50,425	\$51,938	\$53,496
Electric	\$42,000	\$420	\$43,260	\$44,558	\$45,895	\$47,271	\$48,690	\$50,150	\$51,655	\$53,204	\$54,800
Water / Sewer	\$35,000	\$350	\$36,050	\$37,132	\$38,245	\$39,393	\$40,575	\$41,792	\$43,046	\$44,337	\$45,667
Other: internet/wifi telemed	\$12,784	\$128	\$13,168	\$13,563	\$13,969	\$14,389	\$14,820	\$15,265	\$15,723	\$16,194	\$16,680
Total Utilities	\$130,784	\$1,308	\$134,708	\$138,749	\$142,911	\$147,199	\$151,615	\$156,163	\$160,848	\$165,673	\$170,643

Maintenance	Year 1	Year 1/Unit	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Grounds	\$19,806	\$198	\$20,400	\$21,012	\$21,643	\$22,292	\$22,961	\$23,649	\$24,359	\$25,090	\$25,842
Janitorial	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Trash Removal	\$38,151	\$382	\$39,296	\$40,474	\$41,689	\$42,939	\$44,227	\$45,554	\$46,921	\$48,329	\$49,778
Security	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equipment & Supplies	\$24,118	\$241	\$24,842	\$25,587	\$26,354	\$27,145	\$27,959	\$28,798	\$29,662	\$30,552	\$31,469
Maintenance	\$87,146	\$871	\$89,760	\$92,453	\$95,227	\$98,084	\$101,026	\$104,057	\$107,179	\$110,394	\$113,706
Maintenance Contracts	\$38,312	\$383	\$39,461	\$40,645	\$41,865	\$43,120	\$44,414	\$45,747	\$47,119	\$48,532	\$49,988
Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Maintenance	\$207,533	\$2,075	\$213,759	\$220,172	\$226,777	\$233,580	\$240,588	\$247,805	\$255,239	\$262,897	\$270,783
Taxes & Insurance											
Real Estate Taxes or PILOT	\$190,500	\$1,905	\$196,215	\$202,101	\$208,164	\$214,409	\$220,842	\$227,467	\$234,291	\$241,320	\$248,559
Payroll Taxes / Fidelity Bond / Workers Comp / Health Ins.		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance (property, liability)	\$25,000	\$250	\$25,750	\$26,523	\$27,318	\$28,138	\$28,982	\$29,851	\$30,747	\$31,669	\$32,619
Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Taxes & Insurance	\$215,500	\$2,155	\$221,965	\$228,624	\$235,483	\$242,547	\$249,824	\$257,318	\$265,038	\$272,989	\$281,179
Replacement Reserves	\$45,000	\$450	\$46,350	\$47,741	\$49,173	\$50,648	\$52,167	\$53,732	\$55,344	\$57,005	\$58,715
Operating Reserves		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Expenses	\$809,781	\$8,098	\$833,544	\$858,551	\$884,307	\$910,837	\$938,162	\$966,306	\$995,296	\$1,025,155	\$1,055,909
Net Operating Income	\$639,424	\$6,394	\$644,645	\$649,202	\$653,601	\$657,830	\$661,878	\$665,734	\$669,386	\$672,820	\$676,025
Debt Service											
First Lien -- GSB	\$513,742	\$5,137	\$513,742	\$513,742	\$513,742	\$513,742	\$513,742	\$513,742	\$513,742	\$513,742	\$513,742
Second Lien -- City HOME must	\$26,621	\$266	\$26,621	\$26,621	\$26,621	\$26,621	\$26,621	\$26,621	\$26,621	\$26,621	\$26,621
Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Debt Service (Must Pay)	\$540,363	\$5,404	\$540,363	\$540,363	\$540,363	\$540,363	\$540,363	\$540,363	\$540,363	\$540,363	\$540,363
Cash Flow (after Must Pay Debt)	\$99,061	\$991	\$104,282	\$108,839	\$113,238	\$117,467	\$121,515	\$125,371	\$129,023	\$132,457	\$135,662
Debt Service Coverage Ratio	1.18		1.19	1.20	1.21	1.22	1.22	1.23	1.24	1.25	1.25
\$1											
Cash Flow Debt Payments											
DHCD	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Developer Fee Loan	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cash Flow Retained by Project	\$99,061	\$991	\$104,282	\$108,839	\$113,238	\$117,467	\$121,515	\$125,371	\$129,023	\$132,457	\$135,662
Retained Cash Flow %	12%										

Operating Expenses

Rent Increase Rate	2.0%
Expenses Increase Rate	3.0%

	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Income										
Sch. Gross Income - Residential	\$1,438,365	\$1,467,132	\$1,496,475	\$1,526,404	\$1,556,932	\$1,588,071	\$1,619,832	\$1,652,229	\$1,685,273	\$1,718,979
Operating Subsidy Income (PBV)	\$298,966	\$304,945	\$311,044	\$317,265	\$323,610	\$330,082	\$336,684	\$343,418	\$350,286	\$357,292
<u>Vacancy Loss</u> 5.0%	(\$86,867)	(\$88,604)	(\$90,376)	(\$92,183)	(\$94,027)	(\$95,908)	(\$97,826)	(\$99,782)	(\$101,778)	(\$103,814)
Other income (laundry)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Supportive Services Funding	\$116,109	\$118,431	\$120,800	\$123,216	\$125,680	\$128,194	\$130,758	\$133,373	\$136,040	\$138,761
Effective Gross Income	\$1,766,573	\$1,801,905	\$1,837,943	\$1,874,701	\$1,912,195	\$1,950,439	\$1,989,448	\$2,029,237	\$2,069,822	\$2,111,218

Administrative										
Advertising	\$100,385	\$103,397	\$106,499	\$109,694	\$112,984	\$116,374	\$119,865	\$123,461	\$127,165	\$130,980
Office Payroll & Benefits	\$100,385	\$103,397	\$106,499	\$109,694	\$112,984	\$116,374	\$119,865	\$123,461	\$127,165	\$130,980
Office Supplies, Phone, Misc.	\$1,218	\$1,254	\$1,292	\$1,330	\$1,370	\$1,412	\$1,454	\$1,497	\$1,542	\$1,589
Mngr or Super Rent Free Unit	\$1,567	\$1,614	\$1,662	\$1,712	\$1,764	\$1,817	\$1,871	\$1,927	\$1,985	\$2,045
Audit & Accounting	\$8,735	\$8,998	\$9,267	\$9,545	\$9,832	\$10,127	\$10,431	\$10,744	\$11,066	\$11,398
Admin Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Administrative	\$212,290	\$218,659	\$225,219	\$231,975	\$238,935	\$246,103	\$253,486	\$261,090	\$268,923	\$276,991

Supportive Services	\$70,536	\$72,652	\$74,832	\$77,077	\$79,389	\$81,771	\$84,224	\$86,750	\$89,353	\$92,034
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Utilities										
Fuel Oil	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Electric	\$55,101	\$56,754	\$58,456	\$60,210	\$62,016	\$63,877	\$65,793	\$67,767	\$69,800	\$71,894
Gas	\$56,444	\$58,138	\$59,882	\$61,678	\$63,529	\$65,435	\$67,398	\$69,420	\$71,502	\$73,647
Water / Sewer	\$47,037	\$48,448	\$49,902	\$51,399	\$52,941	\$54,529	\$56,165	\$57,850	\$59,585	\$61,373
Other	\$17,181	\$17,696	\$18,227	\$18,774	\$19,337	\$19,917	\$20,515	\$21,130	\$21,764	\$22,417
Total Utilities	\$175,763	\$181,036	\$186,467	\$192,061	\$197,823	\$203,757	\$209,870	\$216,166	\$222,651	\$229,331

Maintenance	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Janitorial	\$26,618	\$27,416	\$28,239	\$29,086	\$29,958	\$30,857	\$31,783	\$32,736	\$33,718	\$34,730
Exterminating	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Trash Removal	\$51,272	\$52,810	\$54,394	\$56,026	\$57,707	\$59,438	\$61,221	\$63,058	\$64,950	\$66,898
Security	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grounds	\$32,413	\$33,385	\$34,387	\$35,418	\$36,481	\$37,575	\$38,702	\$39,863	\$41,059	\$42,291
Maintenance	\$117,117	\$120,630	\$124,249	\$127,977	\$131,816	\$135,771	\$139,844	\$144,039	\$148,360	\$152,811
Elevator, HVAC, pool contracts	\$51,488	\$53,033	\$54,624	\$56,262	\$57,950	\$59,689	\$61,480	\$63,324	\$65,224	\$67,180
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Maintenance	\$278,907	\$287,274	\$295,892	\$304,769	\$313,912	\$323,330	\$333,030	\$343,020	\$353,311	\$363,910
Taxes & Insurance										
Real Estate Taxes or PILOT	\$256,016	\$263,697	\$271,607	\$279,756	\$288,148	\$296,793	\$305,697	\$314,867	\$324,313	\$334,043
Payroll Taxes / Fidelity Bond / Workers Comp / Health Ins.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance (property, liability)	\$33,598	\$34,606	\$35,644	\$36,713	\$37,815	\$38,949	\$40,118	\$41,321	\$42,561	\$43,838
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Taxes & Insurance	\$289,614	\$298,302	\$307,251	\$316,469	\$325,963	\$335,742	\$345,814	\$356,189	\$366,874	\$377,881
Replacement Reserves	\$60,476	\$62,291	\$64,159	\$66,084	\$68,067	\$70,109	\$72,212	\$74,378	\$76,609	\$78,908
Operating Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Expenses	\$1,087,586	\$1,120,214	\$1,153,820	\$1,188,435	\$1,224,088	\$1,260,811	\$1,298,635	\$1,337,594	\$1,377,722	\$1,419,054
Net Operating Income	\$678,987	\$681,691	\$684,122	\$686,266	\$688,107	\$689,629	\$690,813	\$691,643	\$692,100	\$692,165
Debt Service										
First Lien	\$513,742	\$513,742	\$513,742	\$513,742	\$513,742	\$513,742	\$513,742	\$513,742	\$513,742	\$513,742
Second Lien	\$26,621	\$26,621	\$26,621	\$26,621	\$26,621	\$26,621	\$26,621	\$26,621	\$26,621	\$26,621
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Debt Service (Must Pay)	\$540,363	\$540,363	\$540,363	\$540,363	\$540,363	\$540,363	\$540,363	\$540,363	\$540,363	\$540,363
Cash Flow (after Must Pay Debt)	\$138,624	\$141,328	\$143,759	\$145,903	\$147,744	\$149,266	\$150,450	\$151,280	\$151,737	\$151,802
Debt Service Coverage Ratio	1.26	1.26	1.27	1.27	1.27	1.28	1.28	1.28	1.28	1.28
Cash Flow Debt Payments										
DHCD	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Developer Fee Loan	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cash Flow Retained by Project	\$138,624	\$141,328	\$143,759	\$145,903	\$147,744	\$149,266	\$150,450	\$151,280	\$151,737	\$151,802
Retained Cash Flow %	12%									

Development Budget with Permanent Sources

Date 9/9/2020
 Project Name Washington Gardens
 Project Address _____
 Developer/Sponsor Portland Housing Authority/PHDC

Total Units 100
 Total Square Feet 59,676 correct this

	TIF Application 2020		
	Total	Per Unit	Per Sq Ft
Sources of Funds			
Permanent Financing - 1st Lien Gotham Savings/AHP Subsidized Adv	\$8,600,000	\$86,000	\$144
Permanent Financing - City of Portland (must pay, 3%, 20 year am)	\$400,000	\$4,000	\$7
Equity (LIHTC/tenant contributions)	\$3,914,609	\$39,146	\$66
AHP Direct Subsidy	\$650,000	\$6,500	\$11
City of Portland CDBG	\$184,150	\$1,842	\$3
Maine Housing Subsidy	\$1,199,999	\$12,000	\$20
Interim Operating Income during Renovations	\$269,961	\$2,700	\$5
Total Sources of Funds	\$15,218,719	\$152,187	\$255

Uses of Funds

Hard Costs			
Site Improvements	\$1,537,870	\$15,379	\$26
Rehabilitation	\$7,149,088	\$71,491	\$120
New Construction		\$0	\$0
Contractor's Profit, Overhead, & Gen. Requirements	13.07% \$1,135,454	\$11,355	\$19
Hazardous Materials abatement (if contracted separately)		\$0	\$0
Demolition Cost (if contracted separately)		\$0	\$0
Bond Premium	\$98,289	\$983	\$2
Other	\$407,000	\$4,070	\$7
Hard Cost Contingency (% of hard costs)	10.17% \$1,050,000	\$10,500	\$18
Total Hard Costs	\$11,377,701	\$113,777	\$191

Soft Costs			
Building Permit & Fees	\$136,445	\$1,364	\$2
Survey & Engineering	\$53,625	\$536	\$1
Design & Permitting (% of const exp)	6.6% \$599,400	\$5,994	\$10
Borrower Legal (all closings, excluding syndication legal)	\$115,000	\$1,150	\$2
Title & Recording	\$22,000	\$220	\$0
Accounting	\$9,000	\$90	\$0
Construction Period Taxes	\$17,380	\$174	\$0
Construction Period Insurance	\$18,000	\$180	\$0
Other: FF&E	\$58,000	\$580	\$1
Other:	\$0	\$0	\$0
Total Soft Costs	\$1,028,850	\$10,289	\$17

Financing Costs

Construction Loan Origination Fees	\$30,000	\$300	\$1
Construction Period Interest	\$480,000	\$4,800	\$8
Lender Inspection Fees	\$10,000	\$100	\$0
Letter of Credit Fee	\$10,000	\$100	\$0
Permanent Loan Fee		\$0	\$0
Construction Lender Legal		\$0	\$0
Other		\$0	\$0
Total Financing Costs	\$530,000	\$5,300	\$9

Miscellaneous			
Market Survey	\$5,000	\$50	\$0
Appraisal	\$5,500	\$55	\$0
Environmental -- Phase I & II, Asbestos Test, Energy Audit, Infrared	\$27,050	\$271	\$0
LIHTC Fees -- prepaid monitoring	\$139,250	\$1,393	\$2
Other: Commissioning		\$0	\$0
Relocation Costs	\$275,000	\$2,750	\$5
Other	\$44,992	\$450	\$1
Soft Cost Contingency (% of soft costs excl Dev Fee)	2.49%	\$50,000	\$500
Total Miscellaneous:	\$546,792	\$5,468	\$18

Acquisition			
Acquisition: Buildings		\$0	\$0
Acquisition: Land		\$0	\$0
Acquisition: Legal		\$0	\$0
Other: Retire Existing Debt	\$410,376	\$4,104	\$7
Total Acquisition	\$410,376	\$4,104	\$7

Reserves and Developer Fee			
Operating Deficit Escrow	\$350,000	\$3,500	\$6
Prefunded Replacement Reserve	\$100,000	\$1,000	\$2
Taxes & Insurance Escrow	\$125,000	\$1,250	\$2
Developer Overhead	\$375,000	\$3,750	\$6
Developer Profit	\$375,000	\$3,750	\$6
Rent Up Reserve & Marketing	\$0	\$0	\$0
Other		\$0	\$0
Total Reserves and Developer Fee	\$1,325,000	\$13,250	\$22

Total Uses of Funds	\$15,218,719	\$152,187	\$264
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Developer Fee Analysis: Total Fees: \$750,000
(excluding reserves & developer fee) 'ercent of TDC: 5.40%

MEMORANDUM
City Council Agenda Item

FROM: Mary Davis, Division Director

DATE: September 14, 2020

SUBJECT: **Order 22-20/21 Approving and Authorizing the City Manager to Enter Into the Credit Enhancement Agreement with Washington Gardens LP RE: 577 Washington Avenue. - 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 7/13/2020

Final Action 9/21/2020

Can action be taken at a later date: Yes No, a 10-day public notice was advertised in the Portland Press Herald

PRESENTATION:

I. SUMMARY

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

II. AGENDA DESCRIPTION

During a meeting held on May 27, 2020, the Economic Development Committee (4-0) voted to forward this item to the City Council with a recommendation for passage.

Staff requests an amendment to the utilization rate in the order, attached in the backup material, because TIF values have been revised since the first read; adjustments made include the underwriter's recommendation to reduce the value of the captured revenue to the developer from 75% to 50%, which in turn increases the general fund revenue to the City from 25% to 50%.

This is a companion order to Order 21-20/21 above.

This item must be read on two separate days. The first read was July 13, 2020. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Original proposed Credit Enhancement Agreement can be found in the July 13, 2020 Council Agenda Packet. Amended Credit Enhancement Agreement is included here in marked revision format to show where amendments have been made.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

VII. RECOMMENDATION

The Economic Development Committee voted (4-0) to forward this item to the City Council with a recommendation for passage.

VIII. LIST ATTACHMENTS

1. 577 Washington Avenue Affordable Housing Credit Enhancement 7.13.2020
2. Amend Order 22 577 Washington Avenue Affordable Housing Credit Enhancement 7.13.2020
3. Amended Credit Enhancement Agreement 577 Washington Council 092120

Prepared by:

Mary Davis, Division Director

Date: 9/14/2020

Order 22-20/21

Motion to postpone to August 31, 2020: 8-0 (Cook absent) on 8/3/2020

Motion to postpone to September 9, 2020: 7-0 (Costa, Chong) on 8/31/2020

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 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO
THE 577 WASHINGTON AVENUE AFFORDABLE HOUSING
CREDIT ENHANCEMENT AGREEMENT
WITH WASHINGTON GARDENS, LP**

ORDERED, that the credit enhancement agreement between the City of Portland and Washington Gardens, LP related to the 577 Washington Avenue Affordable Housing Tax Increment Financing District is hereby approved and the City Manager is authorized to sign the agreement in substantially the same form as attached hereto and any other related documents that are necessary or convenient to carry out the intent of said agreement.

**AMENDMENT TO ORDER 22-20/21
PREPARED BY CORPORATION COUNSEL
FOR HOUSING AND COMMUNITY DEVELOPMENT
RE: REVISE TIF CAPTURED REVENUE TO THE DEVELOPER FROM 75% TO 50%**

ORDERED, that the credit enhancement agreement between the City of Portland and Washington Gardens, LP related to the 577 Washington Avenue Affordable Housing Tax Increment Financing District is hereby approved and the City Manager is authorized to sign the agreement in substantially the same form as the Amended Credit Enhancement Agreement attached hereto and any other related documents that are necessary or convenient to carry out the intent of said agreement.

*577 Washington Avenue Municipal Affordable Housing Development
and Tax Increment Financing District*

CREDIT ENHANCEMENT AGREEMENT

between

THE CITY OF PORTLAND, MAINE

and

WASHINGTON GARDENS, LP

DATED: _____, 2020

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EXHIBITS

Exhibit 1 Copy of District Map

THIS CREDIT ENHANCEMENT AGREEMENT dated as of [_____, 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 Washington Gardens, LP, a Maine limited partnership (the “Developer”).

WITNESSETH THAT

WHEREAS, the City designated the *577 Washington Avenue 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 ~~September~~August ~~21~~19, 2020 (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 MaineHousing] 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 Orders ~~21 and 22-XX~~ 2019/21 of the City Council, 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.

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

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

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

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

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

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

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

“Original Assessed Value” means Zero Dollars (\$0.0), which is the taxable assessed real property value of the District as of March 31, 2020.

“Project” means the planned one-hundred (100) unit housing project named Washington Gardens located in the District.

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

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

“State” means the State of Maine

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

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

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

Section 1.2. Interpretation and Construction.

In this Agreement, unless the context otherwise requires:

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

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

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

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

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

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

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

ARTICLE II AFFORDABLE HOUSING DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

Section 2.1. Creation of Development Program Fund.

Within sixty (60) days after the Effective Date of the Development Program, the City shall create and establish a segregated fund in the name of the City designated as the “577 Washington Avenue 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 Project Cost Account, which is pledged to and charged with the payment of Project costs described in the Development Program, as provided in 30-A M.R.S.A. § 5250-A(3)(A)(1). The Project Cost Account is pledged to and charged with the payment of costs in the manner and priority provided in Section 3.1(b) below.

Section 2.2. Liens.

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

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

(a) Each year during the term of this Agreement, commencing with the Tax Year beginning April 1, 2020 and continuing thereafter through the Tax Year beginning April 1, 2049 (collectively the “CEA Years”), the City shall retain in the District ~~fiftyseventy-five~~ percent (~~750~~%) of the Increased Assessed Value as Captured Assessed Value. The remaining ~~250~~% 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 ~~fiftyseventy-five~~ percent (~~750~~%) of that portion of the payment of Property Taxes constituting Tax Increment Revenues. The City shall deposit such ~~750~~% portion into the Project Cost Account. The remaining ~~250~~% portion of the payment of Property Taxes constituting Tax Increment Revenues, which arise from Non-Captured Increased Assessed Value, shall be deposited into the City’s general fund.

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

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

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 Project Cost Account shall in all cases be used and applied to fund fully the City's payment obligations to Developer as described in Articles II and III hereof. Developer shall be obligated to use such payments for operating costs of the Project and credit enhancement pursuant to the 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 Project Cost Account 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.

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 (ends June 30 each year), all amounts then on deposit in the Project Cost Account.

(b) Notwithstanding anything to the contrary contained herein, if, with respect to any Tax Payment Date, any portion of the property taxes assessed against real 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 the Project Cost Account.

(c) Notwithstanding anything to the contrary contained herein, if, with respect to any Tax Payment Date, any portion of the property taxes assessed against real or personal property located in the District remain unpaid, 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 or stormwater fees, ambulance fees, or assessments, remain unpaid, no payment of Developer's share of the Tax Increment Revenues for the year concerned will be deposited into the Project Cost Account until such property taxes assessed against real or personal property located in the District, and other fees, charges, and assessments are paid in full.

(d) Annually, Developer will provide 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 the Project Cost Account is insufficient to reimburse Developer for the full amount due to Developer under this Agreement, the amount or installment so unpaid shall continue as a limited obligation of the City, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid. Developer shall have the right to initiate and maintain an action to specifically enforce the City's obligations hereunder, including without limitation, the City's obligation to deposit Tax Increment Revenues to the Project Cost Account and its obligation to make payment out of the Project Cost Account to Developer.

Section 3.3. Manner of Payments.

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

Section 3.4. Obligations Unconditional.

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

Section 3.5. Limited Obligation.

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

ARTICLE IV PLEDGE AND SECURITY INTEREST

Section 4.1. Pledge of and Grant of Security Interest in Project Cost Account.

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

Section 4.2. Perfection of Interest.

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

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

Section 4.3. Further Instruments.

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

Section 4.4. No Disposition of Project Cost Account.

Except as permitted hereunder, the City shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in the Project Cost Account and will promptly pay

or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part thereof not permitted hereby.

Section 4.5. Access to Books and Records.

All books, records and documents in the possession of either of the parties to this Agreement relating to the District, the Development Program, this Agreement and the monies, revenues and receipts on deposit or required to be deposited into the 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 the Project Cost Account as and when due;
- (c) Any failure by the City or Developer to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the City or Developer to be observed or performed, which failure is not cured within thirty (30) days following written notice thereof; and
- (d) If a decree or order of a court or agency or supervisory authority having jurisdiction in the premises of the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, or for the winding up or liquidation of Developer's affairs shall have been entered against the Developer or the Developer shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the Developer or of or relating to all or substantially all of its property, including without limitation the filing of a voluntary petition in bankruptcy by the Developer or the failure by the Developer to have an involuntary petition in bankruptcy dismissed within a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the Developer.
- (e) If any secured lender of Developer accelerates the indebtedness owed to it;
- (f) If any written representation or warranty given to the City by Developer is knowingly incorrect or incomplete in any material respect, other than statements made about or in agreements with the City that were later changed by mutual consent;
- (g) If Developer fails to maintain adequate surety bonding during construction at the levels and terms as may be required from time to time by the Developer's secured lenders and/or Developer allows mechanics' liens to encumber the Project for a period of more than 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, which is April 1, 2020, 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.

Section 6.2. Termination by City.

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

Section 6.3. Cancellation and Expiration of Term.

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

ARTICLE VII ASSIGNMENT AND PLEDGE OF DEVELOPER'S INTEREST

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

The City hereby acknowledges that Developer may pledge, assign and grant a security interest in its right, title and interest in, to and under this Agreement as collateral for financing by a bank, financial institution or Maine State Housing Authority 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:

Washington Gardens, LP
c/o Portland Housing Development Corporation
14 Baxter Boulevard
Portland, Maine 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, then either party may refer the dispute for resolution by one arbitrator mutually agreed to by the parties, and judgment on the award rendered by the arbitrator may be entered in any Maine state court having jurisdiction. Any such arbitration will take place in Portland, Maine or such other location as mutually agreed by the parties. The parties acknowledge that arbitration shall be the sole mechanism for dispute resolution under this Agreement. Provided however, that in the event the parties are unable to agree, within a reasonable period, on the selection of an arbitrator, either party may file suit to resolve the dispute in any court having jurisdiction within the State of Maine. This arbitration 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 rental units 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, Duly Authorized by the City
Council at its meeting on September 219, 2020

WASHINGTON GARDENS, LP

**By: Washington Gardens Development, LLC, its
General Partner**

WITNESS:

By: _____

Name: Cheryl Sessions-

Its: President

EXHIBIT 1

MEMORANDUM
City Council Agenda Item

FROM: Mary Davis, Division Director

DATE: September 14, 2020

SUBJECT: **Order 25-20/21 Appropriating \$400,000 in HOME Investment Partnership Program Funds to Washington Gardens, LP RE: 577 Washington Avenue - Sponsored by the Housing Committee, Councilor Jill C. Duson, Chair.**

SPONSOR: Sponsored by the Housing Committee, Councilor Jill C. Duson, Chair.

The Housing Committee met on June 10, 2020 and voted (3 - 0) to forward this item to the City Council with a recommendation for passage.

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

Can action be taken at a later date: Yes

PRESENTATION: Mary Davis, Housing & Community Development Division Director will be available for questions.

I. SUMMARY

Portland Housing Development Corporation is requesting \$400,000 from the Affordable Housing Development Program to rehabilitate 100 units of public housing.

II. AGENDA DESCRIPTION

The Housing Committee met on June 10, 2020 and voted unanimously (3 - 0) to forward this item to the City Council with a recommendation for passage.

Staff requests an amendment to the terms of the HOME loan in the order, attached in the backup material, because the repayment terms have been revised since the first read; adjustments made include the underwriter's recommendation to alter the loan repayment terms from 30 years deferred at 0% to an amortizing 20 year term at 3% interest with a 2nd lien position. The numbers that follow in the agenda memo and backup material reflect this change.

Portland Housing Development Corporation (PHDC) is proposing to rehabilitate 100 units of public housing serving seniors and persons with disabilities at 577 Washington Avenue (Washington Gardens).

PHDC has requested three forms of financial assistance including \$400,000 from the Affordable Housing Development Program, \$184,150 from the CDBG Program (approved by the City Council in May, 2020) and an Affordable Housing Tax Increment Financing request being considered separately under Orders 21 - 20/21.

Total HOME request of \$400,000/unit = \$4,000

Total HOME request of \$400,000/affordable unit = \$4,000

There are currently 60 studios, 36 one-bedroom, and 4 two-bedroom units. 60% or 60 of the units will be

available to households earning 50% of the area median income (AMI). 40% or 40 of the units will be available to households earning 60% AMI.

This project has received 9% Low Income Housing Tax Credit and tax-exempt debt from Maine Housing.

This item must be read on two separate days. This item had a first read on July 13, 2020. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Portland Housing Development Corporation is proposing to rehabilitate 100 units of public housing serving seniors and persons with disabilities at 577 Washington Avenue (Washington Gardens).

As described by the developer: "The property is in fair-to-poor condition and most major systems are nearing the end of their useful life. The proposed scope of work will include, but is not limited to: upgrading building envelopes and insulation, upgrading mechanical systems, adding new accessible unit, improving sitework and ramps, renovating unit interiors and finishes, and installing new energy- and water-efficient fixtures and appliances."

"Following rehabilitation, five (5) units will be fully accessible to serve persons with a physical disability. An additional twelve (12) accessible units will meet the requirements for a Type A unit. Two (2) units will be designed with audio/visual communication features to serve residents who are hearing- and/or sight-impaired."

"Washington Gardens has a community room, central laundry facilities, an outdoor patio and gazebo, and on-site property management. The property benefits from a part-time, on-site mental health worker from the Shalom House."

The 2020 Affordable Housing Development Application made available a total of \$1,571,245 from the 2020-2021 HOME fund (\$497,545) and Housing Trust Fund (\$1,073,700) for affordable housing development. The City received three applications requesting a total of \$1,495,000 in funding.

The staff recommendation to the Housing Committee was for funding \$400,000 in HOME funding amortizing over a 20 year term, at 3% interest with a 2nd lien position.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

To encourage and promote affordable decent, housing opportunities for all Maine citizens

According to Portland's Comprehensive Plan 2030, while Portland has welcomed much needed new housing construction in recent years, both the lack of sufficient housing supply and the affordability of that housing for a healthy socioeconomic cross-section of the population remain urgent challenges.

The City of Portland is actively engaged in efforts to encourage housing preservation and creation for all income levels and household sizes city-wide, both through policy initiatives and through public/nonprofit partnerships with agencies such as Portland Housing Authority, Community Housing of Maine, Avesta Housing, Preble Street, Shalom House, and the Maine Affordable Housing Coalition.

Over time, the population of seniors will continue to grow as the cohort of Baby Boomers, who began to turn 65 in 2011, age into seniors. As of 2014, there were an estimated 8,095 people in Portland aged 65 and over,

who comprise 12.2% of the city's population. The vast majority of the city's seniors, 92%, live in households, while 8% live in nursing or assisted living facilities. 59% of the city's seniors own a home, while 41% rent. 60% of seniors, whether renters or owners, live alone. In the future, this growing number of seniors living alone may demand more housing that is smaller and more accessible. Underscoring this demand in Portland is the fact that a large share of the current Shared Section 8 Housing Voucher Program wait list applicants (3,133) who qualify for Portland Housing Authority's program are seniors or disabled

The Comprehensive Plan supports modernization of existing affordable housing sites.

The Comprehensive Plan has set the following goal: Increase, preserve, and modify the overall supply of housing city-wide to meet the needs, preferences and financial capabilities of all Portland residents.

V. FINANCIAL IMPACT

Recommendation for funding is for \$400,000 in HOME funding at three percent interest amortizing over 20 years with a second lien position. The Housing and Community Development Division works with an independent consultant who performs third party underwriting reviews of requests for all City funding. Final loan terms were determined based on the results of the City's financial underwriting.

VI. STAFF ANALYSIS AND BACKGROUND

Final loan terms are proposed at \$400,000 amortized over 20 years at 3% interest in a second lien position as recommended in the attached underwriting analysis. Attachments are amended from the July 13, 2020 packet to reflect updated project proforma and underwriting analysis.

VII. RECOMMENDATION

Approval by the City Council of the Housing Committee's recommendation of HOME Funds in the amount of \$400,000 at three percent interest amortizing over 20 years with a second lien position.

VIII. LIST ATTACHMENTS

1. Appropriating Home funds for 577 Washington Avenue 7.13.2020
2. Amended Attachments Council 9.21.20 577 Washington Ave

Prepared by:

Mary Davis, Division Director

Date: 9/14/2020

Order 25-20/21

Motion to postpone to August 31, 2020: 8-0 (Cook absent) on 8/3/2020

Motion to postpone to September 9, 2020: 7-0 (Costa, Chong) on 8/31/2020

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 APPROPRIATING \$400,000 IN
HOME INVESTMENT PARTNERSHIP PROGRAM FUNDS
TO WASHINGTON GARDENS, LP
RE: 577 WASHINGTON AVENUE**

ORDERED, that the amount of \$400,000 in Home Investment Partnerships Program funds is hereby appropriated to Washington Gardens, LP for development costs for the project at 577 Washington Avenue; and

BE IT FURTHER ORDERED, the City Manager or his or her designee is authorized to execute any and all documents necessary to apply for, accept and appropriate the funding, and otherwise carry out the intent of this order.

Washington Gardens – Project Summary

PROJECT SUMMARY

Portland Housing Development Corporation (PHDC) proposes the rehabilitation of Washington Gardens, a 100-unit property in East Deering. The community contains 15 two-story, garden-style residential buildings and serves seniors and persons with disabilities. It is currently Public Housing and will convert to a Section 8 Project Based Voucher (PBV) funding platform through HUD's Section 18 Demolition & Disposition program at closing.

After nearly fifty years without a significant renovation, the property is in fair-to-poor condition and most major systems are nearing the end of their useful life. The proposed scope of work will include but is not limited to upgrading building envelopes and insulation, upgrading mechanical systems, adding new accessible units, improving sitework and ramps, renovating unit interiors and finishes, installing new energy- and water-efficient fixtures and appliances, and installing rooftop solar photovoltaic panels.

PHDC requests \$400,000 of funding at 0% interest from the City of Portland to support the rehabilitation of 100 affordable units at Washington Gardens. This request equals \$4,000 per unit. All other rehabilitation funding sources have been secured, including an allocation of competitive 9% Low Income Housing Tax Credit (LIHTC) from MaineHousing. The project is expected to close and begin construction in Fall 2020.

UNIT MIX

Washington Gardens currently contains 100 units, comprised of 60 studio units, 36 one-bedroom units and four (4) two-bedroom units. No change in unit mix or use will occur following rehabilitation.

TENANTS SERVED

Washington Gardens will continue to serve a senior (55+) and disabled population. All units will be restricted to households earning at or below 50% and 60% of AMI. All 100 units will benefit from a PBV.

Following rehabilitation, 17 units will be reconfigured to be accessible to serve persons with a physical disability. Two (2) units will be designed with audio/visual communication features to serve residents who are hearing- and/or sight-impaired.

Washington Gardens will comply with the City of Portland's 10% Homeless Set-Aside requirement, contingent upon a funding award. As a rehabilitation, a Homeless Set-Aside Agreement will need to align with certain HUD requirements, including existing residents' right-to-return, waitlist and leasing requirements, and the Section 8 Project-Based Voucher program, among others. We anticipate future discussions with the City to satisfy the requirements of all parties involved.

SPECIAL FEATURES

Washington Gardens contains a community room, central laundry facilities, an outdoor patio and gazebo, and on-site property management. The property benefits from a part-time, on-site mental health worker from Shalom House.

IMPACT ON NEIGHBORHOOD

The Washington Gardens rehabilitation will further improve East Deering and the City of Portland's stock of quality, affordable housing options for seniors and persons with disabilities. This project will guarantee the buildings' long-term physical and financial sustainability, better serve the needs of its residents, and improve accessibility.

RESPONSE TO SELECTION CRITERION AND PREFERENCE GUIDELINES

PROPOSED USE OF FUNDS TO ACHIEVE CITY OF PORTLAND'S GOALS & ADDRESS DEMONSTRATED NEEDS

- MARKET DEMAND – High demand exists for affordable studio, one-bedroom and two-bedroom rental units in Portland for seniors and persons with disabilities. **This project will meet the market's high demand for affordability with 100 vouchered units in East Deering.**
- ZONING – No zoning amendments or contract or conditional zones are required.
- ECONOMIC DIVERSITY – This project will promote economic diversity in the East Deering neighborhoods. The average family income in the East Deering census tract is \$71,898, or 77% of AMI. The average income has risen in this census tract over the past five years. The rehabilitation will maintain affordable homes for seniors and persons with disabilities earning at or below 60% AMI.
- CITY SUBSIDY – **This application requests \$4,000 of subsidy per unit.**

IMPACT ON SURROUNDING NEIGHBORHOOD, DESIGN COMPATIBILITY & ENVIRONMENTAL ISSUES

- SITE SELECTION – The project is fully appropriate for use as multifamily residential. Washington Gardens is surrounded on all sides by low-rise single- and multi-family properties.
- EXTERIOR DESIGN – Washington Gardens was built in 1973. Its designs is fully consistent with the surrounding neighborhood design characteristics. It's 15 low-rise, wooden-framed buildings blend in with adjacent low-rise properties and enhance the residential atmosphere of the community.
- AMENITIES AND UNIT DESIGN – Washington Gardens offers its residents a suite of amenities, including a community room, central laundry facilities, an outdoor patio and gazebo, and on-site property management. Residents will benefit from a part-time, on-site mental health worker from the Shalom House. The property is, and will continue to be, non-smoking. The rehabilitation will bring units up to like-new status with modern, marketable and durable features and finishes.
- ENVIRONMENTAL – No environmental issues exist at Washington Gardens. The City of Portland completed an Environmental Assessment (EA) of Washington Gardens on 8/15/19 and recommended a Finding Of No Significant Impact (FONSI). HUD approved the EA on 10/1/19.

FINANCIAL FEASIBILITY, INCLUDING COST, DEVELOPMENT BUDGET, PRO FORMA & LEVERAGED FUNDS

- DEVELOPMENT BUDGET & SOURCES AND USES – Every development budget line item complies with applicable City of Portland guidelines. Project budget, sources and uses are reasonable & customary.
- OPERATING PRO FORMA – Every operating pro forma line item complies with applicable City of Portland guidelines. Operating expenses are reasonable and customary.

APPLICANT'S ABILITY TO COMPLETE PROJECT

- READINESS TO PROCEED – **The project is anticipated to begin construction in Fall 2020 and be completed by mid-2022. Except for an award of City HOME/HTF, all other funding sources have been secured, including an allocation of 9% Low Income Housing Tax Credit (LIHTC) from MaineHousing.** All project sources are projected at terms and conditions that are consistent with PHDC's experience and deemed reasonable.
- TRACK RECORD OF DEVELOPMENT TEAM – Every development member has a long and successful track record with projects similar to the Washington Gardens rehab. PHDC (developer), CWS Architects (architect), Carroll & Associates (landscape architect), and Drummond Woodsum (attorney) have extensive experience with multifamily renovation projects in Portland.
- CURRENT CAPACITY OF DEVELOPMENT TEAM – All development team members have exceptional depth of human and financial resources to complete this project. PHDC extensively vets all partners to ensure appropriate staff availability, technical expertise and financial capacity. PHDC selects all development team members through a competitive RFQ or RFP procurement process to ensure that only the most qualified firms work on each of our multifamily projects.

BUILDING EXTERIORS



ON-SITE PROPERTY MANAGEMENT OFFICE



COMMUNITY CENTER



Washington Gardens

577 Washington Avenue, Portland, ME 04103



Washington Gardens – Parcel Map

Comprised of four parcels:

- 428-B-022 – includes 12 Residential Buildings and Community Center
- 428-C-009 – includes 3 Residential Buildings
- 428-B-018 – includes Property Management Office
- 428-B-019 – includes Maintenance Shed



EXHIBIT B DEVELOPMENT PROGRAM

Rent Schedule and Income - Washington Gardens

9/3/2020

Unit Type	UNIT INFORMATION						RENTAL INCOME					OPERATING SUBSIDY INCOME			
	# of BR	# of Units	Unit Sq. Ft.	LIHTC Unit	PBV Unit	Income Limit (% AMI)	Max Gross LIHTC Rent	Less Utility Allowance	Max Contract LIHTC Rent	Proposed Contract Rent	Annual Rental Income	Voucher Rent	Monthly Voucher Diff. PUPM	Annual Voucher Diff. Total	Total Annual Rent. + Vouch. Income
					Sect_18										
0BR @ 50% AMI - PBV	0	37		Y	Y	50%	877	0	877	877	389,388	1,100	223	99,012	488,400
0BR @ 60% AMI - PBV	0	23		Y	Y	60%	1,053	0	1,053	1,053	290,628	1,100	47	12,972	303,600
1BR @ 50% AMI - PBV	1	22		Y	Y	50%	940	0	940	940	248,160	1,283	343	90,552	338,712
1BR @ 60% AMI - PBV	1	14		Y	Y	60%	1,128	0	1,128	1,128	189,504	1,283	155	26,040	215,544
2BR @ 50% AMI - PBV	2	1		Y	Y	50%	1,128	0	1,128	1,128	13,536	1,645	517	6,204	19,740
2BR @ 60% AMI - PBV	2	3		Y	Y	60%	1,354	0	1,354	1,354	48,744	1,645	291	10,476	59,220
-							-	-	-		-	-	-	-	-
-							-	-	-		-	-	-	-	-
-							-	-	-		-	-	-	-	-
TOTAL	104	100	0	100	100						1,179,960			245,256	1,425,216

OTHER INCOME

Description	Yr 1
TOTAL OTHER INCOME	0

TAX INCREMENT FINANCING

75% TIF for 30 years	142,875
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COMMERCIAL RENTAL INCOME

Commercial Rent	0
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UNIT INFO

BR Size	UA	Mrkt. Study	PBV Rent
0 BR	0	1,100	1,179
1 BR	0	1,320	1,283
2 BR	0	1,645	1,667
3 BR	0	0	2,180
4 BR	0	0	2,654
5 BR	0	0	3,051
6 BR	0	0	3,449

UTILITIES

Utility	Responsible	Type
Electricity	Owner	CMP
Heat	Owner	Gas/Unitil
Hot Water	Owner	Gas/Unitil
Cooking	Owner	Electric/CMP
Water/Sewer	Owner	City
Trash	Owner	Private

EFFECTIVE GROSS INCOME

Description	Yr 1
Gross Rental Income	1,179,960
Operating Subsidy Income	245,256
Other Income	0
Vacancy Loss @ 5.0%	(71,261)
Tax Increment Financing	142,875
Commercial Income	0
EFFECTIVE GROSS INCOME	1,496,830

SQUARE FOOTAGE AND APPLICABLE FRACTION

Description	Units	Sq. Ft.
LIHTC Units	100	56,306
Non-LIHTC Units	0	0
TOTAL UNITS	100	56,306

Applicable Fraction	By Units	By Sq.Ft.
by Calculation Method:	100%	100%
APPLICABLE FRACTION		100%

Residential Units Sq. Ft.	56,306
Residential Common Areas Sq. Ft.	3,370
Commercial Rental Sq. Ft.	0
Other Sq. Ft.	0
TOTAL PROJECT SQUARE FOOTAGE	59,676

Operating Expenses - Washington Gardens

9/3/2020

Line Item	Total	Per Unit
ADMINISTRATIVE EXPENSES		
Management Fees	74,696	747
Management Charges	74,696	747
Marketing	906	9
Legal	1,166	12
Background Checks		0
Property Postage/Copier		0
Interpreting		0
Bank Charges		0
Rent Comp Study		0
Software and Maintenance of Computers		0
Auditing	6,500	65
Other Admin.		0
Subtotal Administrative Expenses	157,964	1,580

UTILITY EXPENSES

Heating Fuel	41,000	410
Electricity	42,000	420
Water/Sewer	35,000	350
Property Internet/Phone for Tenant Use	784	8
Other Utility	Telemed Wifi	12,000
Subtotal Utility Expenses	130,784	1,308

MAINTENANCE EXPENSES

Janitorial Payroll		0
Janitorial Supplies and Equipment		0
Janitorial Contractual Services		0
Garbage and Trash Removal	38,151	382
Vehicle and Equipment	5,098	51
Grounds Maintenance Payroll		0
Grounds Tools and Supplies		0
Grounds Contractual Services	19,806	198
Miscellaneous Ground Maintenance		0
Building Maintenance Payroll	87,146	871
Building Tools and Supplies	19,020	190
Building Contractual Services	29,504	295
Building Systems Maintenance	8,808	88
Miscellaneous Building Maintenance		0
Other Maint.		0
Subtotal Maintenance Expenses	207,533	2,075

Line Item	Total	Per Unit
GENERAL EXPENSES		
Property Taxes	190,500	1,905
Property and Liability Insurance	25,000	250
Other Financial Expenses		0
Resident Services	53,000	530
Other General		0
Subtotal General Expenses	268,500	2,685

HOUSING OPEX	764,781	7,648
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COMMERCIAL EXPENSES

Admin Expenses	0	0
Operating Expenses	0	0
Maintenance Expenses	0	0
General Expenses	0	0
Other Comm.	0	0
Subtotal Commercial Expenses	0	0

TOTAL OPEX	764,781	7,648
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RESERVE CONTRIBUTIONS

Replacement Reserve	45,000	450
Other Reserve	0	0

TOTAL OPEX + RESERVES	809,781	8,098
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			LIHTC Basis			T-E Bonds	HTC Basis		
Line Item	Total	Per Unit	NC/R Basis	Acq Basis	Ineligible	50% Test	QRE	Non-QRE	Allocable
CONSTRUCTION COSTS									
On-Site Improvements	1,537,870	15,379	1,537,870	0	0	1,537,870	1,537,870	0	0
Construction: Residential	7,902,977	79,030	7,902,977	0	0	7,902,977	7,902,977	0	0
Construction: Commercial	0	0	0	0	0	0	0	0	0
Demolition	0	0	0	0	0	0	0	0	0
General Requirements	0	0	0	0	0	0	0	0	0
Builder Overhead	0	0	0	0	0	0	0	0	0
Builder Profit	381,565	3,816	381,565	0	0	381,565	381,565	0	0
Bond Premium	98,289	983	98,289	0	0	98,289	98,289	0	0
Other Construction Costs	407,000	4,070	15,000	0	392,000	407,000	407,000	0	0
Construction Contingency	1,050,000	10,500	1,050,000	0	0	1,050,000	1,050,000	0	0
Subtotal Construction Costs	11,377,701	113,777	10,985,701	0	392,000	11,377,701	11,377,701	0	0

SOFT COSTS

Permits & Impact Fees	136,445	1,364	136,445	0	0	136,445	136,445	0	0
Survey & Engineering	53,625	536	53,625	0	0	53,625	53,625	0	0
Architectural & Design	599,400	5,994	599,400	0	0	599,400	599,400	0	0
Legal	115,000	1,150	35,000	0	80,000	115,000	115,000	0	0
Title & Recording	22,000	220	22,000	0	0	22,000	22,000	0	0
Accounting	9,000	90	9,000	0	0	9,000	9,000	0	0
Construction Period Tax	17,380	174	17,380	0	0	17,380	17,380	0	0
Insurance	18,000	180	18,000	0	0	18,000	18,000	0	0
Soft Cost Contingency	50,000	500	50,000	0	0	0	50,000	0	0
Subtotal Soft Costs	1,020,850	10,209	940,850	0	80,000	970,850	1,020,850	0	0

FINANCING COSTS

Construction Loan Costs	530,000	5,300	530,000	0	0	530,000	530,000	0	0
Permanent Loan Costs	0	0	0	0	0	0	0	0	0
Subtotal Financing Costs	530,000	5,300	530,000	0	0	530,000	530,000	0	0

MISCELLANEOUS COSTS

Market Study	5,000	50	0	0	5,000	0	5,000	0	0
Appraisal	5,500	55	0	0	5,500	0	5,500	0	0
Environmental	27,050	271	0	0	27,050	27,050	0	27,050	0
LIHTC Process & Monitoring Fees	139,250	1,393	0	0	139,250	0	0	139,250	0
Relocation	275,000	2,750	0	0	275,000	275,000	0	275,000	0
FF&E	58,000	580	30,000	0	28,000	58,000	0	58,000	0
Other Misc Costs	44,992	450	44,992	0	0	44,992	0	44,992	0
Subtotal Miscellaneous Costs	554,792	5,548	74,992	0	479,800	405,042	10,500	544,292	0

			LIHTC Basis			T-E Bonds	HTC Basis		
Line Item	Total	Per Unit	NC/R Basis	Acq Basis	Ineligible	50% Test	QRE	Non-QRE	Allocable
ACQUISITION COSTS									
Structure	0	0	0	0	0	0	0	0	0
Land	0	0	0	0	0	0	0	0	0
Existing Reserve Account Balance	0	0	0	0	0	0	0	0	0
Repay Existing Mortgage Balance	410,376	4,104	0	0	410,376	0	0	410,376	0
Other	0	0	0	0	0	0	0	0	0
Subtotal Acquisition Costs	410,376	4,104	0	0	410,376	0	0	410,376	0
RESERVES									
Operating Deficit Escrow (ODE)	350,000	3,500	0	0	350,000	0	0	350,000	0
Replacement Reserve (IDRR)	100,000	1,000	0	0	100,000	0	0	100,000	0
Tax & Insurance Reserve (T&I)	125,000	1,250	0	0	125,000	0	0	125,000	0
Rent Up & Marketing/Working Capital	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0
Subtotal Reserves	575,000	5,750	0	0	575,000	0	0	575,000	0
DEVELOPMENT FEES									
Subtotal Development Overhead & Fees	750,000	7,500	750,000	0	0	750,000	750,000	0	0
TOTAL DEVELOPMENT COSTS	15,218,719	152,187	13,281,543	0	1,937,176	14,033,593	13,689,051	1,529,668	0
MAINEHOUSING TDC INDEX		145,406							

FINANCING

Source	Amount	Rate	Term	Amort.	Lien	Loan Type	Repayment Type	Annual Payment
MH Subsidy	1,199,999	0.00%	30	0		No Interest	CF Contingent	0
MH Interest-Only Loan	0	6.00%	40	0		Interest-Only	Must-Pay	0
Conventional Mortgage	0	5.50%	20	30		Amortizing	Must-Pay	0
City - HOME	400,000	3.00%	20	20	2nd	Amortizing	Must-Pay	26,621
City - CDBG	184,150	0.00%	30	0		No Interest	CF Contingent	0
GSB Loan w/ AHP Sub. Advance	8,600,000	4.35%	20	30	1st	Amortizing	Must-Pay	513,742
AHP Direct Subsidy	650,000	0.00%	30	30		No Interest	CF Contingent	0
Seller Note	0	3.00%	40	40		Amortizing	CF Contingent	0
Sponsor Loan	0	3.00%	15	15		Amortizing	CF Contingent	0
Deferred Developer Fee	0	3.00%	10	10		Amortizing	CF Contingent	0
								0
								0
Total Financing	11,034,149							540,362

EQUITY

Source	Amount	Yield
LIHTC Equity	3,914,609	0.87
Fed HTC Equity	0	0.00
State HTC Equity	0	0.00
State LIHTC Equity	0	0.00
Capital Funds	0	
Existing Operating Reserves	0	
Interim Income	269,961	
Total Equity	4,184,570	

SOURCES & USES

	Total	Per Unit
Total Sources	15,218,719	152,187
Total Uses	15,218,719	152,187
CAPITALIZATION GAP (SURPLUS)	0	0

Cash Flow - Washington Gardens

		7 Mo.															
		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
% Infl.		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
INCOME																	
Gross Rental Income	(Below)	688,310	1,203,559	1,227,630	1,252,183	1,277,227	1,302,771	1,328,827	1,355,403	1,382,511	1,410,161	1,438,365	1,467,132	1,496,475	1,526,404	1,556,932	1,588,071
Operating Subsidy Income	(Below)	143,066	250,161	255,164	260,268	265,473	270,782	276,198	281,722	287,356	293,104	298,966	304,945	311,044	317,265	323,610	330,082
Other Income	(Below)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Less Vacancy Loss	5.0%	(41,569)	(72,686)	(74,140)	(75,623)	(77,135)	(78,678)	(80,251)	(81,856)	(83,493)	(85,163)	(86,867)	(88,604)	(90,376)	(92,183)	(94,027)	(95,908)
Tax Increment Financing	(Below)	83,344	145,733	148,647	151,620	154,652	157,746	160,900	164,118	167,401	170,749	174,164	177,647	181,200	184,824	188,521	192,291
Commercial Income	(Below)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
EFFECTIVE GROSS INCOME		873,151	1,526,767	1,557,302	1,588,448	1,620,217	1,652,621	1,685,674	1,719,387	1,753,775	1,788,851	1,824,628	1,861,120	1,898,343	1,936,309	1,975,036	2,014,536
OPERATING EXPENSES																	
Administrative Expenses	3.0%	92,145	162,702	167,584	172,611	177,789	183,123	188,617	194,275	200,103	206,107	212,290	218,658	225,218	231,975	238,934	246,102
Utility Expenses	3.0%	76,291	134,708	138,749	142,911	147,199	151,615	156,163	160,848	165,673	170,643	175,763	181,036	186,467	192,061	197,823	203,757
Maintenance Expenses	3.0%	121,061	213,759	220,172	226,777	233,580	240,588	247,805	255,239	262,897	270,783	278,907	287,274	295,892	304,769	313,912	323,330
General Expenses	3.0%	156,625	276,555	284,852	293,397	302,199	311,265	320,603	330,221	340,128	350,332	360,842	371,667	382,817	394,301	406,130	418,314
Commercial Expenses	3.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL OPEX	3.0%	446,122	787,724	811,356	835,696	860,767	886,590	913,188	940,584	968,801	997,865	1,027,801	1,058,635	1,090,394	1,123,106	1,156,799	1,191,503
NET OPERATING INCOME		427,029	739,043	745,946	752,752	759,450	766,031	772,486	778,804	784,974	790,986	796,827	802,485	807,948	813,203	818,236	823,033
RESERVE DEPOSITS																	
Deposit to Replacement Reserve	3.0%	26,250	46,350	47,741	49,173	50,648	52,167	53,732	55,344	57,005	58,715	60,476	62,291	64,159	66,084	68,067	70,109
Deposit to Other Reserve	3.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL OPEX + RESERVES		472,372	834,074	859,096	884,869	911,415	938,758	966,920	995,928	1,025,806	1,056,580	1,088,277	1,120,926	1,154,553	1,189,190	1,224,866	1,261,612
NOI AFTER RESERVES		400,779	692,693	698,206	703,579	708,802	713,864	718,754	723,459	727,969	732,271	736,350	740,195	743,789	747,119	750,170	752,925
DEBT SERVICE																	
MH Subsidy		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
MH Interest-Only Loan		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Conventional Mortgage		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
City - HOME		15,529	26,621	26,621	26,621	26,621	26,621	26,621	26,621	26,621	26,621	26,621	26,621	26,621	26,621	26,621	26,621
City - CDBG		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
GSB Loan w/ AHP Sub. Advance		299,683	513,742	513,742	513,742	513,742	513,742	513,742	513,742	513,742	513,742	513,742	513,742	513,742	513,742	513,742	513,742
AHP Direct Subsidy		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Seller Note		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sponsor Loan		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Deferred Developer Fee		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
-		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
-		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL DEBT SERVICE		315,211	540,362	540,362	540,362	540,362	540,362	540,362	540,362	540,362	540,362	540,362	540,362	540,362	540,362	540,362	540,362
DSCR		1.27	1.28	1.29	1.30	1.31	1.32	1.33	1.34	1.35	1.36	1.36	1.37	1.38	1.38	1.39	1.39
NET CASH FLOW		85,568	152,330	157,844	163,217	168,440	173,501	178,391	183,097	187,607	191,908	195,988	199,832	203,427	206,757	209,807	212,562
CASH FLOW PER UNIT		856	1,523	1,578	1,632	1,684	1,735	1,784	1,831	1,876	1,919	1,960	1,998	2,034	2,068	2,098	2,126

Rent & Income Inflation
Yr 1-5: 2.0%
Yr 6-15: 2.0%
Yr 16-30: 2.0%

		16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
% Infl.		2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052
INCOME																
Gross Rental Income	(Below)	1,619,832	1,652,229	1,685,273	1,718,979	1,753,358	1,788,426	1,824,194	1,860,678	1,897,892	1,935,849	1,974,566	2,014,058	2,054,339	2,095,426	2,137,334
Operating Subsidy Income	(Below)	336,684	343,418	350,286	357,292	364,438	371,726	379,161	386,744	394,479	402,368	410,416	418,624	426,997	435,537	444,247
Other Income	(Below)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Less Vacancy Loss	5.0%	(97,826)	(99,782)	(101,778)	(103,814)	(105,890)	(108,008)	(110,168)	(112,371)	(114,619)	(116,911)	(119,249)	(121,634)	(124,067)	(126,548)	(129,079)
Tax Increment Financing	(Below)	196,137	200,059	204,061	208,142	212,305	216,551	220,882	225,299	229,805	234,402	239,090	243,871	248,749	253,724	258,798
Commercial Income	(Below)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
EFFECTIVE GROSS INCOME		2,054,827	2,095,924	2,137,842	2,180,599	2,224,211	2,268,695	2,314,069	2,360,350	2,407,557	2,455,709	2,504,823	2,554,919	2,606,018	2,658,138	2,711,301
OPERATING EXPENSES																
Administrative Expenses	3.0%	253,485	261,090	268,922	276,990	285,300	293,859	302,674	311,755	321,107	330,741	340,663	350,883	361,409	372,251	383,419
Utility Expenses	3.0%	209,870	216,166	222,651	229,331	236,210	243,297	250,596	258,114	265,857	273,833	282,048	290,509	299,224	308,201	317,447
Maintenance Expenses	3.0%	333,030	343,020	353,311	363,910	374,828	386,073	397,655	409,584	421,872	434,528	447,564	460,991	474,820	489,065	503,737
General Expenses	3.0%	430,864	443,790	457,103	470,816	484,941	499,489	514,474	529,908	545,805	562,179	579,045	596,416	614,309	632,738	651,720
Commercial Expenses	3.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL OPEX	3.0%	1,227,248	1,264,066	1,301,988	1,341,047	1,381,279	1,422,717	1,465,399	1,509,361	1,554,641	1,601,281	1,649,319	1,698,799	1,749,763	1,802,255	1,856,323
NET OPERATING INCOME		827,579	831,858	835,854	839,552	842,932	845,978	848,670	850,990	852,916	854,428	855,504	856,121	856,255	855,883	854,978
RESERVE DEPOSITS																
Deposit to Replacement Reserve	3.0%	72,212	74,378	76,609	78,908	81,275	83,713	86,225	88,811	91,476	94,220	97,047	99,958	102,957	106,045	109,227
Deposit to Other Reserve	3.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL OPEX + RESERVES		1,299,460	1,338,444	1,378,597	1,419,955	1,462,554	1,506,430	1,551,623	1,598,172	1,646,117	1,695,501	1,746,366	1,798,757	1,852,719	1,908,301	1,965,550
NOI AFTER RESERVES		755,367	757,480	759,245	760,644	761,657	762,265	762,446	762,178	761,440	760,208	758,457	756,163	753,298	749,837	745,751
DEBT SERVICE																
MH Subsidy		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
MH Interest-Only Loan		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Conventional Mortgage		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
City - HOME		26,621	26,621	26,621	26,621	26,621	26,621	26,621	26,621	26,621	26,621	26,621	26,621	26,621	26,621	26,621
City - CDBG		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
GSB Loan w/ AHP Sub. Advance		513,742	513,742	513,742	513,742	513,742	513,742	513,742	513,742	513,742	513,742	513,742	513,742	513,742	513,742	513,742
AHP Direct Subsidy		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Seller Note		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sponsor Loan		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Deferred Developer Fee		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
-		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
-		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL DEBT SERVICE		540,362	540,362	540,362	540,362	540,362	540,362	540,362	540,362	540,362	540,362	540,362	540,362	540,362	540,362	540,362
DSCR		1.40	1.40	1.41	1.41	1.41	1.41	1.41	1.41	1.41	1.41	1.40	1.40	1.39	1.39	1.38
NET CASH FLOW		215,005	217,117	218,883	220,281	221,295	221,902	222,083	221,816	221,078	219,846	218,095	215,800	212,936	209,475	205,388
CASH FLOW PER UNIT		2,150	2,171	2,189	2,203	2,213	2,219	2,221	2,218	2,211	2,198	2,181	2,158	2,129	2,095	2,054

Rent & Income Inflation
Yr 1-5: 2.0%
Yr 6-15: 2.0%
Yr 16-30: 2.0%

To: Mary Davis, City of Portland
From: Anne Boynton, Urban Ventures, Inc.
Re: Washington Gardens, Portland Housing Development Corp
Date: 9/8/20

Portland Housing Development Corporation (PHDC) requests \$400,000 in HOME/HTF capital subsidy and a 50%, 30 year TIF to support its proposed renovation of the 100 unit Washington Gardens project. This is a \$4,000/unit requested capital subsidy. With the previously committed CDBG funding, the total capital subsidy request is \$5,842/unit from the City. This property was built in the 1970s and is in need of complete renovation. PHDC will use the HUD Section 18 Demolition & Disposition program to transition the operating funding from Public Housing to Project Based Vouchers and renovate all major systems. This property will continue to serve seniors and non-elderly disabled – all current residents will have the right to return. To minimize disruption to residents, renovations will take place in phases.

Sources and Uses

Sources:		Uses:	
Gorham Savings 1 st Mortgage	\$8,600,000	Construction Hard Costs	\$10,327,701
AHP Subsidy	\$650,000	Contingency	\$1,100,000
City of Portland HOME/HTF	\$400,000	Soft Costs:	\$2,055,642
City of Portland CDBG	\$184,150	Acquisition	\$410,376
Maine Housing Subsidy	\$1,199,999	Reserves	\$575,000
Interim Operating Income	\$269,961	Developer Fee	<u>\$750,000</u>
Net Syndication	<u>\$3,914,609</u>		
Total Sources:	\$15,218,719	Total Uses:	\$15,218,719

PHDC is concluding the process to line up financing for this project. Commitments are in place for the Gorham Savings 1st mortgage and AHP subsidy, the City of Portland CDBG funding, and the LIHTC allocation. Maine Housing is finalizing its underwriting for its subsidy funding.

For analysis of “Uses,” see Development Budget.

Development Budget

This renovation with low acquisition costs has a quite modest cost per unit of \$152,187.

Construction Costs:

Construction costs are based on a construction estimate developed from 90% plans by TDP Construction dated 6/15/20, and includes provision for Davis Bacon and State Prevailing Wages. It is slightly more detailed than a division break down. The average renovation cost per unit is \$71,491, not “gut to the studs” but enough to address all major systems. Site improvements are also significant, at \$1,537,870. Rooftop based solar photovoltaic panels are being added at a cost of \$382,525. Contractor overhead, profit and general conditions, at 13.07%, is just over the recommended upper limit of 13%, but well

under the “hard cap” of 14%. Considering the additional complexity of the job with phased renovation and residents in place, this is a reasonable return.

PHDC has completed a Phase I and Phase II environmental assessment. The Phase II clears the site of the Recognized Environmental Conditions. An Asbestos Containing Materials (ACM) survey shows likely ACM in tiles, mastic, joint compounds, and adhesives. Demolition and disposition is now divided into two categories -- ACM and non-ACM.

Soft Costs:

Total soft costs are modest at \$38,410 per unit, including developer fee.

A satisfactory relocation plan and budget were submitted with the application. The relocation budget is \$275,000 for an average cost of \$2,750 per unit. The costs are reasonable, with most residents relocated internally (which reduces the cost and increases PHDC’s control of the unit availability). PHDC plans to rely on its staff to manage the relocation process. Frequently, developers contract this function out to relocation consultants, due to the high potential cost of error in the many step process. However, the plan appears well thought out and the level of detail is appropriate to the stage of development.

Contingency:

The hard cost contingency is 10.17% of total hard costs. This is just a hair above the minimum industry standard, which is not ideal. However, the risk of cost increases is mitigated by the PHA’s intimate knowledge of the property from its long ownership, complete environmental testing, and the “almost gut” level of renovation.

The soft cost total includes a soft cost contingency of 2.57%, substantially under the recommended 5%. This risk is offset in part by the stage of development, and further mitigated by PHDC’s substantial available resources to cover unexpected costs, see Developer Financial Analysis below.

Acquisition:

The public has an interest in insuring that the property is purchased for no more than its market value. This review is especially important in cases like this one where the seller plays multiple roles in the transaction. Portland Housing Authority owns the project and will sell to a newly created project entity it controls, so PHA is both seller and buyer of the site.

The ownership of the site will transfer for the cost of retiring the existing debt on the property -- \$410,376, for a very modest per unit acquisition price of \$4,104. An appraisal dated June 18, 2020 states the “as is” value as \$1,340,000. There is clearly ample value here to support the acquisition price.

Operating Budget & 20 Year Cashflow Projection

Project Income:

The project can be expected to out perform the income projections. Vacancy is budgeted at the industry standard 5%, but given the high demand, deep affordability, and “like new” units, can be expected to outperform that standard. After renovation, there will continue to be a total of 100 residential units serving seniors and non-elderly disabled residents. Resident incomes will be restricted

to below 50% and 60% AMI from the LIHTC restrictions— though most residents’ income are substantially below these levels. Every unit will have a Project Based Voucher to provide full continued affordability for all residents. A market study dated 9/6/19 has been submitted for this development which documents the high demand for affordable rental units. The projected contract rents have a 31% overall market advantage, not even considering the Project Based Voucher which provides deeper subsidy based on resident income. The property is fully occupied now, prior to renovation, and will be in even higher demand once the units have been upgraded.

Operating Expense

The per unit operating expense is budgeted at \$8,098 per unit per year (\$6,190 excluding real estate taxes). Administrative expenses are modest (\$1,580/unit) while utilities (\$1,308/unit) and maintenance (\$2,075/unit) will provide cushion in this fully renovated project with upgraded units including insulation and solar panels. Supportive services are budgeted at \$530/unit, higher than other applicants in this round (\$359 Avesta Valley and \$287 PHDC Cumberland) and above the minimum Maine Housing requirement for this project of 20 hours per week of service coordination. The additional funds will cover an additional 8 hours of caseworker services addressing mental health issues, plus \$14,000 for resident transportation and programming expenses. Considering the likely income profile of residents, additional services will be a valuable addition for both residents and project stability.

20 Year Cashflow & Debt Service Coverage Ratio (DSCR)

PHCD’s cashflow projections show a 1.18 debt service coverage ratio in the first full year of operations, which grows steadily over 20 years to 1.28 using industry standard inflators of 2% for operating income and 3% for operating expenses. The DSCR calculation includes the “must pay” debt service on the proposed \$400,000 to the City (3%, 20 years, fully amortizing). The DSCR is in the high end of acceptable for a project with Project Based Vouchers for 100% of units, and offers the project plenty of room to address any unexpected circumstances.

Developer Financials

Portland Housing Authority has submitted audits for FY2 2017, 2018 and 2019. Their fiscal year ends 6/30. From an operating perspective, 2019 was a very strong year for PHA. Their audit as of 6/30/19 shows strong financial health, with current assets of \$15.8 million and current liabilities of \$1.9 million, resulting in a very strong current ratio of 8.3. The Quick Ratio (cash and cash equivalents divided by current liabilities) is a remarkably healthy 4.8. In 2019, current year operations showed growth of \$1,858,174, substantially exceeding their already strong 2018 growth of \$1,095,622. Revenues grew by 7.63% while expenses were contained to 5.4% growth, with falling administrative expenses.

While the balance sheet (“Statement of Net Position”) is still strong, with Total Net Position over \$15.7 million, the audit reflects a one-time restatement of non-pension retirement liability which shrank the “Total Net Position” by \$7.7 million. This one-time restatement was required to comply with Governmental Accounting Standards Board Statement #75. It was implemented a year after the required date, so it is included in the audit as a correction of an error in their 2018 audit.

Quarterly financials through March 31, 2020 show another good start to FY2020 for PHA, with income above budget and expenses below budget in every category for net operating income of \$942,422.

Though the Covid-19 pandemic has significantly impacted property operations, it has not had a significant impact on the financial health of PHA, to date. There are some additional expenses related to COVID-19 (PPE, effective work from home arrangements), which a PPP loan helped cover. Rental income has not fallen significantly. PHDC has one project in construction, 58 Boyd Street, which was delayed a few weeks with Covid-19 related supply chain glitches, but it has not generated project threatening losses.

Overall, PHA has very strong financial health. This developer has the financial capacity to intervene in a development facing unexpected set backs and/or cost over-runs to keep the development process moving forward. Their financial strength as an organization mitigates the risk of the thin soft cost contingency.

Recommendations

This renovation is an important stabilization and enhancement of a critical affordable housing resource by a developer with the development experience and financial resources to make the project successful.

I recommend a loan in the amount of no more than \$400,000, 3%percent interest, fully amortizing over 20 years, secured by a second mortgage. I recommend a TIF of no more than 50%TIF for 30 years, with satisfactory review of the following conditions:

Prior to loan closing:

1. All standard construction loan conditions, including satisfactory review of final contract with GC consistent with budgeted estimates, and total contractor overhead, profit and general conditions of not to exceed 14% of net construction costs.

Development Budget with Permanent Sources

Date 9/9/2020
 Project Name Washington Gardens
 Project Address _____
 Developer/Sponsor Portland Housing Authority/PHDC

Total Units 100
 Total Square Feet 59,676 correct this

	TIF Application 2020		
	Total	Per Unit	Per Sq Ft
Sources of Funds			
Permanent Financing - 1st Lien Gotham Savings/AHP Subsidized Adv	\$8,600,000	\$86,000	\$144
Permanent Financing - City of Portland (must pay, 3%, 20 year am)	\$400,000	\$4,000	\$7
Equity (LIHTC/tenant contributions)	\$3,914,609	\$39,146	\$66
AHP Direct Subsidy	\$650,000	\$6,500	\$11
City of Portland CDBG	\$184,150	\$1,842	\$3
Maine Housing Subsidy	\$1,199,999	\$12,000	\$20
Interim Operating Income during Renovations	\$269,961	\$2,700	\$5
Total Sources of Funds	\$15,218,719	\$152,187	\$255

Uses of Funds

Hard Costs			
Site Improvements	\$1,537,870	\$15,379	\$26
Rehabilitation	\$7,149,088	\$71,491	\$120
New Construction		\$0	\$0
Contractor's Profit, Overhead, & Gen. Requirements	13.07%	\$1,135,454	\$11,355
Hazardous Materials abatement (if contracted separately)		\$0	\$0
Demolition Cost (if contracted separately)		\$0	\$0
Bond Premium	\$98,289	\$983	\$2
Other	\$407,000	\$4,070	\$7
Hard Cost Contingency (% of hard costs)	10.17%	\$1,050,000	\$10,500
Total Hard Costs		\$11,377,701	\$113,777

Soft Costs			
Building Permit & Fees	\$136,445	\$1,364	\$2
Survey & Engineering	\$53,625	\$536	\$1
Design & Permitting (% of const exp)	6.6%	\$599,400	\$5,994
Borrower Legal (all closings, excluding syndication legal)	\$115,000	\$1,150	\$2
Title & Recording	\$22,000	\$220	\$0
Accounting	\$9,000	\$90	\$0
Construction Period Taxes	\$17,380	\$174	\$0
Construction Period Insurance	\$18,000	\$180	\$0
Other: FF&E	\$58,000	\$580	\$1
Other:	\$0	\$0	\$0
Total Soft Costs		\$1,028,850	\$10,289

Financing Costs

Construction Loan Origination Fees	\$30,000	\$300	\$1
Construction Period Interest	\$480,000	\$4,800	\$8
Lender Inspection Fees	\$10,000	\$100	\$0
Letter of Credit Fee	\$10,000	\$100	\$0
Permanent Loan Fee		\$0	\$0
Construction Lender Legal		\$0	\$0
Other		\$0	\$0
Total Financing Costs	\$530,000	\$5,300	\$9

Miscellaneous			
Market Survey	\$5,000	\$50	\$0
Appraisal	\$5,500	\$55	\$0
Environmental -- Phase I & II, Asbestos Test, Energy Audit, Infrared	\$27,050	\$271	\$0
LIHTC Fees -- prepaid monitoring	\$139,250	\$1,393	\$2
Other: Commissioning		\$0	\$0
Relocation Costs	\$275,000	\$2,750	\$5
Other	\$44,992	\$450	\$1
Soft Cost Contingency (% of soft costs excl Dev Fee)	2.49%	\$50,000	\$500
Total Miscellaneous:	\$546,792	\$5,468	\$18

Acquisition			
Acquisition: Buildings		\$0	\$0
Acquisition: Land		\$0	\$0
Acquisition: Legal		\$0	\$0
Other: Retire Existing Debt	\$410,376	\$4,104	\$7
Total Acquisition	\$410,376	\$4,104	\$7

Reserves and Developer Fee			
Operating Deficit Escrow	\$350,000	\$3,500	\$6
Prefunded Replacement Reserve	\$100,000	\$1,000	\$2
Taxes & Insurance Escrow	\$125,000	\$1,250	\$2
Developer Overhead	\$375,000	\$3,750	\$6
Developer Profit	\$375,000	\$3,750	\$6
Rent Up Reserve & Marketing	\$0	\$0	\$0
Other		\$0	\$0
Total Reserves and Developer Fee	\$1,325,000	\$13,250	\$22

Total Uses of Funds	\$15,218,719	\$152,187	\$264
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Developer Fee Analysis: Total Fees: \$750,000
(excluding reserves & developer fee) 'ercent of TDC: 5.40%

Project Operating Pro Forma

Date September 9, 2020
 Project Name Washington Gardens
 Project Address _____
 Developer/Sponsor PHA/PHDC

Rental Income

Unit Type	Number of Units	Per Unit Sq Ft	Total Sq Ft	Restriction on % Median Inc.	Per Unit Monthly Gross Rent	Utility Deductions	Rent Subsidy	Per Unit Monthly Net Rent	Per Unit Net Rent Per Sq Ft	Total Monthly Net Income	Total Annual Net Rent
0 BR	37		0	50%	\$877			\$877	#DIV/0!	\$32,449	\$389,388
0 BR	23		0	60%	\$1,053			\$1,053	#DIV/0!	\$24,219	\$290,628
1 BR	22		0	50%	\$940			\$940	#DIV/0!	\$20,680	\$248,160
1 BR	14		0	60%	\$1,128			\$1,128	#DIV/0!	\$15,792	\$189,504
2 BR	1		0	50%	\$1,128			\$1,128	#DIV/0!	\$1,128	\$13,536
2 BR	3		0	60%	\$1,354			\$1,354	#DIV/0!	\$4,062	\$48,744
3 BR			0	50%				\$0	#DIV/0!	\$0	\$0
3 BR			0	60%				\$0	#DIV/0!	\$0	\$0
4 BR			0	50%				\$0	#DIV/0!	\$0	\$0
4 BR			0	60%				\$0	#DIV/0!	\$0	\$0
Other			0	50%				\$0	#DIV/0!	\$0	\$0
Other			0	60%				\$0	#DIV/0!	\$0	\$0
Total:	100		0							\$98,330	\$1,179,960

Operating Expenses

Rent Increase Rate	2.0%
Expenses Increase Rate	3.0%

Note: Year 1 is the first full year of stabilized operations

	Year 1	Year 1/Unit	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Income											
Sch. Gross Income - Residential	\$1,179,960	\$11,800	\$1,203,559	#####	#####	#####	\$1,302,771	\$1,328,827	\$1,355,403	\$1,382,511	\$1,410,161
Operating Subsidy Income (PBV)	\$245,256	\$2,453	\$250,161	\$255,164	\$260,268	\$265,473	\$270,782	\$276,198	\$281,722	\$287,356	\$293,104
Vacancy Loss 5.0%	(\$71,261)	(\$713)	(\$72,686)	(\$74,140)	(\$75,623)	(\$77,135)	(\$78,678)	(\$80,251)	(\$81,856)	(\$83,493)	(\$85,163)
Other income (laundry)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TIF 2%	\$95,250	\$953	\$97,155	\$99,098	\$101,080	\$103,102	\$105,164	\$107,267	\$109,412	\$111,601	\$113,833
Effective Gross Income	\$1,449,205	\$14,492	\$1,478,189	#####	#####	#####	\$1,600,040	\$1,632,040	\$1,664,681	\$1,697,975	\$1,731,934

Administrative											
Management Fee	\$74,696	\$747	\$76,937	\$79,245	\$81,622	\$84,071	\$86,593	\$89,191	\$91,867	\$94,623	\$97,461
Management Charges	\$74,696	\$747	\$76,937	\$79,245	\$81,622	\$84,071	\$86,593	\$89,191	\$91,867	\$94,623	\$97,461
Marketing Expense	\$906	\$9	\$933	\$961	\$990	\$1,020	\$1,050	\$1,082	\$1,114	\$1,148	\$1,182
Legal	\$1,166	\$12	\$1,201	\$1,237	\$1,274	\$1,312	\$1,352	\$1,392	\$1,434	\$1,477	\$1,521
Audit & Accounting	\$6,500	\$65	\$6,695	\$6,896	\$7,103	\$7,316	\$7,535	\$7,761	\$7,994	\$8,234	\$8,481
Admin Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Administrative	\$157,964	\$1,580	\$162,703	\$167,584	\$172,612	\$177,790	\$183,124	\$188,617	\$194,276	\$200,104	\$206,107

Supportive Services	\$53,000	\$530	\$54,060	\$55,682	\$57,352	\$59,073	\$60,845	\$62,670	\$64,550	\$66,487	\$68,482
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Utilities											
Fuel Oil		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Natural Gas	\$41,000	\$410	\$42,230	\$43,497	\$44,802	\$46,146	\$47,530	\$48,956	\$50,425	\$51,938	\$53,496
Electric	\$42,000	\$420	\$43,260	\$44,558	\$45,895	\$47,271	\$48,690	\$50,150	\$51,655	\$53,204	\$54,800
Water / Sewer	\$35,000	\$350	\$36,050	\$37,132	\$38,245	\$39,393	\$40,575	\$41,792	\$43,046	\$44,337	\$45,667
Other: internet/wifi telemed	\$12,784	\$128	\$13,168	\$13,563	\$13,969	\$14,389	\$14,820	\$15,265	\$15,723	\$16,194	\$16,680
Total Utilities	\$130,784	\$1,308	\$134,708	\$138,749	\$142,911	\$147,199	\$151,615	\$156,163	\$160,848	\$165,673	\$170,643

Maintenance	Year 1	Year 1/Unit	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Grounds	\$19,806	\$198	\$20,400	\$21,012	\$21,643	\$22,292	\$22,961	\$23,649	\$24,359	\$25,090	\$25,842
Janitorial	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Trash Removal	\$38,151	\$382	\$39,296	\$40,474	\$41,689	\$42,939	\$44,227	\$45,554	\$46,921	\$48,329	\$49,778
Security	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Equipment & Supplies	\$24,118	\$241	\$24,842	\$25,587	\$26,354	\$27,145	\$27,959	\$28,798	\$29,662	\$30,552	\$31,469
Maintenance	\$87,146	\$871	\$89,760	\$92,453	\$95,227	\$98,084	\$101,026	\$104,057	\$107,179	\$110,394	\$113,706
Maintenance Contracts	\$38,312	\$383	\$39,461	\$40,645	\$41,865	\$43,120	\$44,414	\$45,747	\$47,119	\$48,532	\$49,988
Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Maintenance	\$207,533	\$2,075	\$213,759	\$220,172	\$226,777	\$233,580	\$240,588	\$247,805	\$255,239	\$262,897	\$270,783
Taxes & Insurance											
Real Estate Taxes or PILOT	\$190,500	\$1,905	\$196,215	\$202,101	\$208,164	\$214,409	\$220,842	\$227,467	\$234,291	\$241,320	\$248,559
Payroll Taxes / Fidelity Bond / Workers Comp / Health Ins.		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance (property, liability)	\$25,000	\$250	\$25,750	\$26,523	\$27,318	\$28,138	\$28,982	\$29,851	\$30,747	\$31,669	\$32,619
Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Taxes & Insurance	\$215,500	\$2,155	\$221,965	\$228,624	\$235,483	\$242,547	\$249,824	\$257,318	\$265,038	\$272,989	\$281,179
Replacement Reserves	\$45,000	\$450	\$46,350	\$47,741	\$49,173	\$50,648	\$52,167	\$53,732	\$55,344	\$57,005	\$58,715
Operating Reserves		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Expenses	\$809,781	\$8,098	\$833,544	\$858,551	\$884,307	\$910,837	\$938,162	\$966,306	\$995,296	\$1,025,155	\$1,055,909
Net Operating Income	\$639,424	\$6,394	\$644,645	\$649,202	\$653,601	\$657,830	\$661,878	\$665,734	\$669,386	\$672,820	\$676,025
Debt Service											
First Lien -- GSB	\$513,742	\$5,137	\$513,742	\$513,742	\$513,742	\$513,742	\$513,742	\$513,742	\$513,742	\$513,742	\$513,742
Second Lien -- City HOME must	\$26,621	\$266	\$26,621	\$26,621	\$26,621	\$26,621	\$26,621	\$26,621	\$26,621	\$26,621	\$26,621
Other		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Debt Service (Must Pay)	\$540,363	\$5,404	\$540,363	\$540,363	\$540,363	\$540,363	\$540,363	\$540,363	\$540,363	\$540,363	\$540,363
Cash Flow (after Must Pay Debt)	\$99,061	\$991	\$104,282	\$108,839	\$113,238	\$117,467	\$121,515	\$125,371	\$129,023	\$132,457	\$135,662
Debt Service Coverage Ratio	1.18		1.19	1.20	1.21	1.22	1.22	1.23	1.24	1.25	1.25
\$1											
Cash Flow Debt Payments											
DHCD	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Developer Fee Loan	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cash Flow Retained by Project	\$99,061	\$991	\$104,282	\$108,839	\$113,238	\$117,467	\$121,515	\$125,371	\$129,023	\$132,457	\$135,662
Retained Cash Flow %	12%										

Operating Expenses

Rent Increase Rate	2.0%
Expenses Increase Rate	3.0%

	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Income										
Sch. Gross Income - Residential	\$1,438,365	\$1,467,132	\$1,496,475	\$1,526,404	\$1,556,932	\$1,588,071	\$1,619,832	\$1,652,229	\$1,685,273	\$1,718,979
Operating Subsidy Income (PBV)	\$298,966	\$304,945	\$311,044	\$317,265	\$323,610	\$330,082	\$336,684	\$343,418	\$350,286	\$357,292
<u>Vacancy Loss</u> 5.0%	(\$86,867)	(\$88,604)	(\$90,376)	(\$92,183)	(\$94,027)	(\$95,908)	(\$97,826)	(\$99,782)	(\$101,778)	(\$103,814)
Other income (laundry)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Supportive Services Funding	\$116,109	\$118,431	\$120,800	\$123,216	\$125,680	\$128,194	\$130,758	\$133,373	\$136,040	\$138,761
Effective Gross Income	\$1,766,573	\$1,801,905	\$1,837,943	\$1,874,701	\$1,912,195	\$1,950,439	\$1,989,448	\$2,029,237	\$2,069,822	\$2,111,218

Administrative										
Advertising	\$100,385	\$103,397	\$106,499	\$109,694	\$112,984	\$116,374	\$119,865	\$123,461	\$127,165	\$130,980
Office Payroll & Benefits	\$100,385	\$103,397	\$106,499	\$109,694	\$112,984	\$116,374	\$119,865	\$123,461	\$127,165	\$130,980
Office Supplies, Phone, Misc.	\$1,218	\$1,254	\$1,292	\$1,330	\$1,370	\$1,412	\$1,454	\$1,497	\$1,542	\$1,589
Mngr or Super Rent Free Unit	\$1,567	\$1,614	\$1,662	\$1,712	\$1,764	\$1,817	\$1,871	\$1,927	\$1,985	\$2,045
Audit & Accounting	\$8,735	\$8,998	\$9,267	\$9,545	\$9,832	\$10,127	\$10,431	\$10,744	\$11,066	\$11,398
Admin Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Administrative	\$212,290	\$218,659	\$225,219	\$231,975	\$238,935	\$246,103	\$253,486	\$261,090	\$268,923	\$276,991

Supportive Services	\$70,536	\$72,652	\$74,832	\$77,077	\$79,389	\$81,771	\$84,224	\$86,750	\$89,353	\$92,034
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Utilities										
Fuel Oil	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Electric	\$55,101	\$56,754	\$58,456	\$60,210	\$62,016	\$63,877	\$65,793	\$67,767	\$69,800	\$71,894
Gas	\$56,444	\$58,138	\$59,882	\$61,678	\$63,529	\$65,435	\$67,398	\$69,420	\$71,502	\$73,647
Water / Sewer	\$47,037	\$48,448	\$49,902	\$51,399	\$52,941	\$54,529	\$56,165	\$57,850	\$59,585	\$61,373
Other	\$17,181	\$17,696	\$18,227	\$18,774	\$19,337	\$19,917	\$20,515	\$21,130	\$21,764	\$22,417
Total Utilities	\$175,763	\$181,036	\$186,467	\$192,061	\$197,823	\$203,757	\$209,870	\$216,166	\$222,651	\$229,331

Maintenance	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Janitorial	\$26,618	\$27,416	\$28,239	\$29,086	\$29,958	\$30,857	\$31,783	\$32,736	\$33,718	\$34,730
Exterminating	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Trash Removal	\$51,272	\$52,810	\$54,394	\$56,026	\$57,707	\$59,438	\$61,221	\$63,058	\$64,950	\$66,898
Security	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Grounds	\$32,413	\$33,385	\$34,387	\$35,418	\$36,481	\$37,575	\$38,702	\$39,863	\$41,059	\$42,291
Maintenance	\$117,117	\$120,630	\$124,249	\$127,977	\$131,816	\$135,771	\$139,844	\$144,039	\$148,360	\$152,811
Elevator, HVAC, pool contracts	\$51,488	\$53,033	\$54,624	\$56,262	\$57,950	\$59,689	\$61,480	\$63,324	\$65,224	\$67,180
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Maintenance	\$278,907	\$287,274	\$295,892	\$304,769	\$313,912	\$323,330	\$333,030	\$343,020	\$353,311	\$363,910
Taxes & Insurance										
Real Estate Taxes or PILOT	\$256,016	\$263,697	\$271,607	\$279,756	\$288,148	\$296,793	\$305,697	\$314,867	\$324,313	\$334,043
Payroll Taxes / Fidelity Bond / Workers Comp / Health Ins.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance (property, liability)	\$33,598	\$34,606	\$35,644	\$36,713	\$37,815	\$38,949	\$40,118	\$41,321	\$42,561	\$43,838
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Taxes & Insurance	\$289,614	\$298,302	\$307,251	\$316,469	\$325,963	\$335,742	\$345,814	\$356,189	\$366,874	\$377,881
Replacement Reserves	\$60,476	\$62,291	\$64,159	\$66,084	\$68,067	\$70,109	\$72,212	\$74,378	\$76,609	\$78,908
Operating Reserves	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Expenses	\$1,087,586	\$1,120,214	\$1,153,820	\$1,188,435	\$1,224,088	\$1,260,811	\$1,298,635	\$1,337,594	\$1,377,722	\$1,419,054
Net Operating Income	\$678,987	\$681,691	\$684,122	\$686,266	\$688,107	\$689,629	\$690,813	\$691,643	\$692,100	\$692,165
Debt Service										
First Lien	\$513,742	\$513,742	\$513,742	\$513,742	\$513,742	\$513,742	\$513,742	\$513,742	\$513,742	\$513,742
Second Lien	\$26,621	\$26,621	\$26,621	\$26,621	\$26,621	\$26,621	\$26,621	\$26,621	\$26,621	\$26,621
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Debt Service (Must Pay)	\$540,363	\$540,363	\$540,363	\$540,363	\$540,363	\$540,363	\$540,363	\$540,363	\$540,363	\$540,363
Cash Flow (after Must Pay Debt)	\$138,624	\$141,328	\$143,759	\$145,903	\$147,744	\$149,266	\$150,450	\$151,280	\$151,737	\$151,802
Debt Service Coverage Ratio	1.26	1.26	1.27	1.27	1.27	1.28	1.28	1.28	1.28	1.28
Cash Flow Debt Payments										
DHCD	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Developer Fee Loan	0.0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cash Flow Retained by Project	\$138,624	\$141,328	\$143,759	\$145,903	\$147,744	\$149,266	\$150,450	\$151,280	\$151,737	\$151,802
Retained Cash Flow %	12%									

MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 14, 2020

SUBJECT: Order 81-20/21 Approving the Agreement between the Maine Department of Transportation and Portland Re: Pedestrian Safety Improvements on York Street - 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 Approval is required to allow this project to allow MaineDOT funds to be allocated for this project.

PRESENTATION: Public Works Director Chris Branch or a project engineer will be available for any questions.

I. SUMMARY

II. AGENDA DESCRIPTION

This item approves a Maine Department of Transportation (MaineDOT) Municipal Partnership Agreement that allows the City to move ahead with drafting design plans to address pedestrian and bicycle safety improvements on York Street, between State Street and High Street and at the intersection of York Street, State Street and the Casco Bay Bridge.

This project will be a Locally Administered Project (LAP) where the City administers the project and receives 75% funding from the state. Signing the partnership agreement enables the City to proceed with the design phase of the project and obligates MaineDOT to pay for 75% of the estimated project cost, or \$75,000. The City will commit 25% of this estimated cost, \$25,000, in matching funds.

This item must be read on two separate days. It received its first reading on September 9, 2020. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

In 2016, Portland applied for Portland Area Comprehensive Transportation System Transportation Improvement Project (PACTS TIP) funds for this Complex Project, originally submitted in conjunction with other corridor improvements by South Portland and Cape Elizabeth. As each community proceeds with their projects, this signed agreement is needed in order for Portland to proceed with the design phase for this work on York Street between State Street and High Street. The project scope includes reconstructing sidewalks and ramps in order to meet American Disability Act (ADA) requirements, installing missing sidewalk on High Street between York Street and Commercial Street, resurfacing pavement in poor condition on York Street, introducing bike lanes, upgrading pedestrian crossings and analyzing current signal timing and equipment as

needed in order to improve safety and efficiency for all modes of transportation.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The York Street safety improvement project will improve the accessibility and connectivity of the Casco Bay Bridge to the State and High Street corridors and Commercial Street corridor. This short, but important connection is a key link for pedestrians, bicyclists, regional transit and vehicles in order to safely maneuver in, out and through these corridors and the West End and Waterfront areas of the City. It also achieves safety and accessibility issues identified in a Road Safety Audit of State Street and High Street, conducted in 2016 by MaineDOT and City staff.

V. FINANCIAL IMPACT

The City is obligated to pay 25% of the estimated project design cost, or \$25,000.00 and 100% of any overages due to added scope in the project area. The City cost for this project would be shared equally between the Fiscal Year 2021 Capital Improvement Plan (FY21 CIP) account for Paving Rehabilitation (\$12,500) and the FY21 CIP account for Sidewalk Rehabilitation (\$12,500). Please see the attached fiscal impact note for additional information. These costs are for the Preliminary Design phase only, the result of which will be a detailed estimate of full construction costs.

VI. STAFF ANALYSIS AND BACKGROUND

This is a Minor Arterial in the City of Portland and connects key pedestrian, bicyclist, transit and commuter corridors in the City. The 2016 Road Safety Audit identified safety and accessibility concerns at the York/State/Casco Bay Bridge intersection, in particular, that continue to need improving. The short stretch of missing sidewalk on High Street often requires maintenance after heavy rain events due to washout and continues to show strong evidence of pedestrian activity, despite the lack of sidewalk.

VII. RECOMMENDATION

The Department of Public Works recommends approving and signing the subject agreement to allow the city to begin the design phase for the York Street safety improvement project.

VIII. LIST ATTACHMENTS

1. Order Approving Agreement with MaineDOT and Portland Re York Street 9.9.2020
2. 1.Agreement WIN 024105.00 Portland York Street
3. 2.York Street Location Map_Aug2020
4. 3.York St 2-party Agreement - Fiscal Impact Note

Prepared by:

Date: 9/14/2020

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: PEDESTRIAN SAFETY IMPROVEMENTS ON YORK STREET**

ORDERED, that the Municipal/State Agreement between the Maine Department of Transportation and the City of Portland for pedestrian safety improvements to York Street, with Work Identification Number 024105 is hereby approved in substantially the form attached hereto: and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or his or her designee to execute said documents and any other related documents necessary or convenient to carry out the intent of said documents and this Order.



MaineDOT use only

TEDOCS #: _____
AMS ID: _____
CSN: _____
PROGRAM: Multimodal

MAINE DEPARTMENT OF TRANSPORTATION
Agreement for a Federally Funded Locally Administered Project
With the
City of Portland
Regarding
Sidewalk on York Street

(Payable Agreement)

MaineDOT Use Only

Agreement Amount: <u>\$100,000.00</u>	Federal Authorization Date: <u>01/07/2019</u>
Federal Share: <u>\$75,000.00</u>	Federal Project #: <u>2410500</u>
State Share: <u>\$0.00</u>	MaineDOT WIN: <u>024105.00</u>
Local Share: <u>\$25,000.00</u>	Municipality's Vendor ID: <u>VC1000073476</u>
Effective Date: <u>Upon MaineDOT's Signature</u>	Municipality's DUNS #: <u>07-174-7802</u>
Expiration Date: <u>August 31, 2025</u>	CFDA #: <u>20.205 Highway Planning and Construction</u>

This Agreement for a federal-aid project is entered into by the State of Maine Department of Transportation (**MaineDOT**) with its headquarters at 24 Child Street in Augusta, Maine, and the City of Portland (the **Municipality**) with its principal offices at 293 Congress Street in Portland, Maine, which jointly shall be referred to as the **Parties**.

RECITALS

- A. This Agreement shall apply to preliminary engineering and right-of-way work for development of a new sidewalk along York Street, beginning at State Street and continuing 0.16 mile northerly to High Street (the **Project**); and
- B. The Project was programmed for the MaineDOT Work Plan by the Portland Area Comprehensive Transportation System, the designated metropolitan planning organization for the Portland Urbanized Area (the **MPO**); and
- C. Unless otherwise specified in this Agreement, the Municipality shall administer all stages of the Project as a Locally Administered Project (LAP), subject to oversight from MaineDOT to ensure that all requirements of this Agreement are met.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing statements, the Parties agree to the following:

APPENDICES

The following appendices shall be incorporated into this Agreement:

- ☒ Federal Funding Accountability and Transparency Act Form (signature required)
- ☒ Federal Title VI Assurances (signature required)

ROLES AND RESPONSIBILITIES

1. **ROLE OF MUNICIPALITY.** The Municipality shall assign a full-time administrative or public works employee with Local Project Administration (LPA) certification from MaineDOT to be responsible for the Project. This Local Project Administrator shall abide by the latest edition of MaineDOT's Local Project Administration Manual & Resource Guide (LPA Manual). If the certified administrator leaves or ceases to oversee the Project, the Municipality shall stop work and notify the MaineDOT Project Manager, who will determine a course of action.
 - ☐ Local Project Administrator: Jennifer Ladd, Senior Project Engineer
Email: jwl@portlandmaine.gov
Phone: (207) 874-8894
2. **ROLE OF MAINEDOT.** MaineDOT will assign a Project Manager to carry out MaineDOT's responsibilities. The Project Manager or a designee will have the authority to request design changes to meet applicable laws, regulations and design standards; accept and reject invoices; inspect construction activities; and take all other action to assure proper performance of this Agreement.
 - ☐ Project Manager: Jerry Dostie, Multimodal Program
Email: Gerald.P.Dostie@maine.gov
Phone: (207) 624-3457

FINANCIAL OBLIGATIONS

1. **AUTHORIZATION.** The Municipality shall not begin reimbursable work on the Project until:
 - A. The Federal Highway Administration (FHWA) authorizes the Project; and
 - B. MaineDOT executes this Agreement gives the Municipality written notice to proceed.
2. **PROJECT COST.** The MPO programmed for the Project a total of **\$100,000.00** (Project Cost), and the Parties shall share this cost through all stages of the Project at the rates below. Expenditures eligible for federal and state participation shall not exceed the Project Cost without approval from the MPO, which shall send MaineDOT a letter or email confirming approval of any additional funds. Upon receiving such written approval from the MPO, the Parties shall modify this Agreement.

Estimated Local Match		Federal Share		State Share		Estimated Project Cost
25%	\$25,000.00	75%	\$75,000.00	0%	\$0.00	\$100,000.00

- A. **FEDERAL/STATE SHARE.** MaineDOT, using federal programmed by the MPO from its capital allocation, will share in the Project Cost at the rate of 75 percent, up to **\$75,000.00**.
- B. **LOCAL MATCH.** The Municipality shall share in the Project Cost at the rate of 25 percent, for an estimated local match of **\$25,000.00** that is not from other federally assisted programs. Additionally, the Municipality shall be responsible for:
 - i. All costs exceeding the Project Cost, unless otherwise agreed upon through an executed modification to this Agreement;
 - ii. All costs incurred before the effective date of this Agreement;
 - iii. All costs that MaineDOT determines to be ineligible for federal or state participation.

- C. ESTIMATE UPDATES. The MaineDOT Project Manager will provide the Municipality with an updated estimate of the Project Cost and a report of expenditures to date at these milestones:
- i. At Plan Impacts Complete; and
 - ii. At completion of the final Plans, Specifications & Estimate (PS&E) package.
- D. LOCAL COMMITMENT. Upon receiving the updated estimate set out in paragraph C above, the Municipality shall provide MaineDOT's Project Manager with one of the following:
- i. A statement acknowledging the estimate and affirming its commitment to the Project; or
 - ii. A request to withdraw the Project and reimburse MaineDOT fully for all costs incurred.
3. REIMBURSEMENT. The Municipality may invoice MaineDOT periodically for MaineDOT's share of costs incurred on the Project. Invoices should be modeled after *Letter 4* from the LPA Manual and submitted on a schedule agreed to by the Parties, as follows:
- A. Each invoice shall include a progress report for the service period of the invoice.
 - B. Each invoice shall document the charges incurred and proof of payment made in sufficient detail to satisfy the MaineDOT Project Manager.
 - C. Each invoice shall show MaineDOT's and the Municipality's portions of Project costs, including a running total of costs incurred to date.
 - D. The Municipality must certify that amounts claimed are correct and not claimed previously.
 - E. Upon completion of work and payment in full of all contracted parties, the Municipality shall submit to MaineDOT a final invoice modeled after *Letter 20* from the LPA Manual. Payment of this final invoice shall be contingent upon a passing inspection of the Project by MaineDOT and, if applicable, the receipt of a completed Consultant Evaluation from the Municipality.
4. MAINEDOT COSTS. MaineDOT will charge to the Project costs incurred for work on the Project. The Municipality shall share in these costs commensurate with its overall percentage of the Project. MaineDOT will reconcile these costs upon completion of the Project and deduct the Municipality's share from the final invoice payment under section 3E above.
5. TERM. The Municipality shall complete the Project and submit a final invoice to MaineDOT by the Expiration Date of this Agreement. The Municipality shall submit any request for a date extension to MaineDOT in writing before the end of the original period of performance.
6. REPAYMENT. If the Municipality withdraws from the Project, the Municipality shall refund all Project payments from MaineDOT and reimburse MaineDOT for all costs incurred on the Project, within 30 days of receipt of an invoice from MaineDOT.
7. SET-OFF RIGHTS. MaineDOT shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but shall not be limited to, the State of Maine's option to withhold for the purposes of set-off any money due to the Municipality under a specific project contract up to any amounts owed to MaineDOT under this Agreement, and any agreement/contract with any other state department or agency, including any agreement/contract for a term commencing before the term of this Agreement. MaineDOT shall exercise its set-off rights in accordance with standard state practices including, in cases of set-off pursuant to an audit, the finalization of the audit. *When applicable, MaineDOT reserves the right to withhold or reduce future Local Road Assistance payments to the Municipality for purposes of set-off to recover any amount owed.*

8. **OBLIGATION OF FUNDS.** The Municipality acknowledges and agrees that, although the execution of this Agreement by MaineDOT manifests its intent to honor its terms and to seek funding to fulfill any obligations arising hereunder, such obligations by law are subject to available budgetary appropriations by the Maine Legislature and the Federal Government. This Agreement, therefore, does not create any obligation on behalf of MaineDOT in excess of such appropriations
9. **REMAINING FUNDS.** MaineDOT will make available to the MPO any federal and state funds remaining in the Project once MaineDOT has paid the final invoice from the Municipality or otherwise closed out this Agreement. Additionally, any federal and state funds returned to MaineDOT by the Municipality shall be made available to the MPO upon closeout of the Project.

PROJECT DEVELOPMENT

1. **KICKOFF.** The Parties shall hold Project Kickoff to go over the scope of work, Project Cost, schedule, and legal requirements for the Project upon execution of this Agreement.
2. **PROGRESS REPORTS.** The Municipality shall provide written progress reports for the Project at intervals established by MaineDOT's Project Manager.
3. **HIRING CONSULTANTS.** If the Municipality intends to hire a consultant using funds from MaineDOT, the Municipality shall use a qualifications-based selection in accordance with 23 CFR part 172 and Chapter 2 of the LPA Manual, "Consultant Selection," as set out below.
 - A. Using price as a ranking factor will make consultant work ineligible for reimbursement.
 - B. The Municipality shall obtain MaineDOT's written approval of any contract or contract modification. Work performed without such approval shall be ineligible for reimbursement.
 - C. The provisions of MaineDOT's Consultant General Conditions shall apply to such work.
 - D. The Municipality shall fill out a standard Consultant Evaluation Form upon completion of its contract with any consultant. A copy of the completed form shall be provided to MaineDOT.
4. **SURVEY.** Unless otherwise approved in writing, MaineDOT will perform survey work and prepare an Existing Conditions Plan for sections of the Project on the state highway system.
5. **DESIGN.** The Municipality, in coordination with its contracted consultant if applicable, shall be responsible for preparing all design plans, specifications, estimates and contract documents for the Project, in accordance with MaineDOT's Engineering Practices and Procedures, Standard Specifications, and Standard Details. The design of the Project shall comply with the Americans with Disabilities Act (ADA) and all other applicable laws and regulations.
 - A. The Municipality shall submit the following to MaineDOT for review and comment:
 - i. Preliminary design report;
 - ii. Design plan impacts (if acquisition of rights-of-way will be required); and
 - iii. Final plans, specifications and estimate package (PS&E).
 - B. The bid documents for the Project shall reference MaineDOT's *Standard Specifications* and contain all applicable special provisions and federal requirements, including, but not limited to, Davis-Bacon Wages, Form FHWA-1273, and Title VI Assurances signed by the Municipality's highest-ranking administrative officer.

- C. If the Project will require MaineDOT staff to use electronic design files prepared by or for the Municipality, such files shall conform to MaineDOT's policy on electronic exchange of CADD data: <http://www.maine.gov/mdot/caddsupport/>
 - D. MaineDOT will enforce all laws, regulations, construction standards and specifications that apply to the Project and will require changes if they are not met.
 - E. MaineDOT will give the Municipality written construction authorization once MaineDOT accepts the final PS&E package as complete. Receipt of such authorization shall not relieve the Municipality and its consultant, if applicable, of responsibility for meeting all engineering standards and regulatory requirements that apply to the Project.
6. PUBLIC PARTICIPATION. During design, the Municipality shall give the public and all abutters timely notice and an opportunity to comment on the Project through a public participation process that is appropriate for the scope of work and acceptable to MaineDOT. The Municipality shall provide MaineDOT with a public process certification modeled after *Letter 10* from the LPA Manual, as part of the Project's environmental package.
7. NEPA PROCESS. MaineDOT will carry out the National Environmental Policy Act (NEPA) compliance process. Upon finalization of the Preliminary Design Report for the Project, the Municipality shall provide MaineDOT with signed *Letter 11* from the LPA Manual and the completed NEPA Documentation Checklist to assist with this work.
8. PERMITS. Upon obtaining all approvals, permits and licenses for the Project, the Municipality shall provide MaineDOT with a signed environmental certification modeled after *Letter 12* from the LPA Manual, as part of the final PS&E package for the Project.
9. UTILITIES. The Municipality shall identify all utilities affected by the Project and coordinate any required relocations. Upon completion of utility coordination, the Municipality shall provide MaineDOT with a signed utility certification modeled after *Letter 13* from the LPA Manual, as part of the final PS&E package for the Project.
10. RIGHT-OF-WAY. The Parties will coordinate acquisition of rights-of-way, as follows:
- A. MaineDOT will carry out the right-of-way process for parcels on the state highway system.
 - B. If applicable, the Municipality shall carry out the right-of-way process for sections of the Project off the state highway system. In doing so, the Municipality shall:
 - i. Abide by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (the Uniform Act); and
 - ii. Follow the standards set out in the MaineDOT Right of Way Manual; and
 - iii. Provide MaineDOT with a right-of-way certification modeled after *Letter 14* from the LPA Manual, as part of the final PS&E package.
 - C. The Municipality shall dedicate permanently to the Project, for public use, any municipal property needed for the Project.

11. **FORCE ACCOUNT.** If the Municipality intends to construct the Project with municipal labor or materials, it shall obtain written authorization from MaineDOT to use a force-account process.
12. **ADVERTISE.** Unless MaineDOT approves otherwise in writing, the Municipality shall use competitive bidding to hire a construction contractor upon receiving written authorization from MaineDOT. *Advertising without such authorization will make the Project ineligible for federal funding.* The bid process shall follow the procedures in MaineDOT's Standard Specifications (November 2014 Edition), Section 102, "Bidding."
13. **AWARD.** Upon receiving written approval from MaineDOT, the Municipality shall award a contract to the lowest responsive and responsible bidder in accordance with MaineDOT's Standard Specifications (November 2014 Edition), Section 103, "Award and Contracting." The Municipality shall administer the contract for the duration of the Project.
14. **CONSTRUCTION.** During construction of the Project, the Municipality shall:
 - A. Provide a Project Resident to perform inspection and documentation who is either a municipal employee qualified to perform this work or a consultant hired through a qualifications-based selection method;
 - B. Hold a pre-construction meeting with notice of at least 5 working days with representatives of MaineDOT, the contractor, utilities and other parties involved in or affected by the work;
 - C. Coordinate materials testing to meet the Minimum Testing Requirements for the Project;
 - D. Submit proposed contract modifications to MaineDOT for review and concurrence, acknowledging that MaineDOT reserves the right to deny reimbursement to the Municipality for work performed under a modification executed without MaineDOT's concurrence; and
 - E. If applicable, provide MaineDOT with revised as-built plans for the completed Project.
15. **FINAL INSPECTION.** MaineDOT will inspect the completed Project for compliance with the design plans, specifications and provisions of the construction contract. MaineDOT reserves the right not to reimburse the Municipality for work that is out of compliance.

OPERATION AND MAINTENANCE

The Municipality shall operate and maintain the completed Project for its useful design life as determined by accepted engineering and/or industry standards. Maintenance shall consist of general upkeep, including snow and ice control, and repairs necessary to preserve year-round public access to the facility, including for persons with disabilities, with only isolated or temporary interruptions in such accessibility. When necessary, MaineDOT reserves the right to undertake maintenance and invoice the Municipality for the cost of the work. *This section shall survive the expiration of this Agreement.*

RECORDS AND AUDITS

1. **PROJECT RECORDS.** Project Records, whether printed or electronic, shall include all plans, specifications, contracts, reports, notes, or other Project documents prepared by or for the Municipality. The Municipality shall retain all Project Records for at least **3 years** from the date of MaineDOT's acceptance of the final invoice for the Project or the termination of this Agreement,

whichever is sooner. If any litigation, claim, negotiation or audit has begun before the end of this retention period, all Project Records shall be kept at least until all related issues are resolved.

2. ACCESS. The Municipality and any contracted party working on its behalf shall allow the FHWA and the State of Maine to inspect and audit Project Records. Copies shall be furnished at no cost to the federal or state agencies requesting them.
3. AUDITS. Project audits shall be performed in accordance with Title 2 in the U.S. Code of Federal Regulations, Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
4. *This Records and Audits section shall survive the termination or expiration of this Agreement.*

MISCELLANEOUS PROVISIONS

1. GOVERNING LAW. The Parties agree to comply with all applicable federal, state and local laws, regulations, executive orders and ordinances including, but not limited to, the provisions of Title 23 of the Maine Revised Statutes Annotated (MRSA), Title 23 in the United States Code for statutory law, and Title 23 in the U.S. Code of Federal Regulations for administrative law.
2. INDEMNIFICATION. To the extent allowed by law, the Municipality shall indemnify, defend and hold harmless MainedOT, its officers, agents and employees from all claims, suits or liabilities arising from any negligent or intentionally wrongful act, error or omission by the Municipality, its officers, employees, agents, consultants or contractors. Nothing herein shall waive any defense, immunity or limitation of liability available under the Maine Tort Claims Act (14 M.R.S. Section 8101 et seq.) or other privileges or immunities provided by law. *This indemnification section shall survive the termination or expiration of this Agreement.*
3. CONFIDENTIALITY. The Municipality shall protect the confidentiality of right-of-way negotiations, property appraisals, and engineering estimates of the construction cost to the extent required by 23 M.R.S. §63, "Confidentiality of Records."
4. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Agreement:
 - A. The Municipality shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to an actual occupational qualification. The Municipality shall take affirmative action to assure that applicants are employed, and that employees are treated during their employment, regardless of their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation. The Municipality agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this section.
 - B. The Municipality – in all solicitations or advertising for employees placed by or on behalf of the Municipality relating to this Agreement – shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
 - C. The Municipality shall cause the foregoing provisions to be inserted into any contract for work covered by this Agreement so that such provisions shall be binding upon each contractor, except for contracts or subcontracts for standard commercial supplies or raw materials.

5. **INDEPENDENT CAPACITY.** The Municipality, its employees, agents, representatives, consultants and contractors shall not act as officers, employees or agents of MaineDOT.
6. **FLOW DOWN.** Contracts between the Municipality and all third parties shall contain or incorporate by reference applicable provisions of this Agreement.
7. **BINDING EFFECT.** The Parties shall be bound by the terms of this Agreement, which shall apply to its executors, their successors, administrators and legal representatives.
8. **ENTIRE AGREEMENT.** This document represents the entire Agreement between the Parties. Neither MaineDOT nor the Municipality shall be bound by any statement, correspondence, agreement or representation not expressly contained in this Agreement.

CONFLICTS OF INTEREST

1. No officer, employee or agent of the Municipality with a financial or other personal interest in any contract or subcontract for the Project shall participate in the selection, award or administration of any such contract or subcontract.
2. No professional performing services for the Municipality on the Project shall have a financial or other personal interest in any contract or subcontract for the Project, other than the person's employment or retention by the Municipality. No officer or employee of any professional performing services for the Municipality on the Project shall have a financial or other personal interest in real property acquired for the Project, unless the interest is openly disclosed, and such officer or employee has not participated in acquisition for and on behalf of the Municipality.
3. No person or entity entering into a contract for services for the Project shall have a financial or other interest in the Project or in its outcome, other than the performance of the contract. This prohibition covers the following:
 - A. Any agreement with, or other interest involving, third parties having an interest in the outcome of the Project that is the subject to the contract; and
 - B. Any agreement providing incentives or guarantees of future work on the Project or related matters; and
 - C. Any interest in real property acquired for the Project unless such real property interest is disclosed before the person or entity enters into the contract.

THIRD-PARTY CERTIFICATION

By signing this Agreement, the Municipality certifies that if it contracts with an entity, the Municipality shall require that entity and its principles to certify that they:

1. Have not within the 3 years preceding the date of such a contract been convicted of a crime or had a civil judgment rendered against them in connection with obtaining, attempting to obtain, or performing a federal, state or local public transaction or contract under a public transaction; violation of antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
2. Are not indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in this section; and

3. Have not within a 3-year period preceding this Agreement had one or more federal, state or local public transactions terminated for cause or default.

DEBARMENT

1. By signing this Agreement, the Municipality certifies to the best of its knowledge and belief that it and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal department or agency. If the Municipality cannot certify to this statement, it shall attach an explanation to this Agreement. For the term of this Agreement, the Municipality shall notify MaineDOT promptly if it or its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal department or agency.
2. Additionally, the Municipality agrees that it shall not hire a consultant or contractor who is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

LOBBYING

By signing this Agreement, the undersigned municipal representative certifies that:

1. No federal funds have been paid or will be paid, by or on behalf of the Municipality, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, concerning the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress concerning this federal contract, grant, loan, or cooperative agreement, the Municipality shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Municipality shall require the language of this certification to be included in the award documents for all sub-awards and that all sub-recipients shall certify and disclose accordingly.

DEFAULT AND TERMINATION

1. DEFAULT. MaineDOT will send the Municipality a written Notice of Default if the Municipality commits any of the following:
 - A. Fails to advertise the Project within 3 years of the execution date of this Agreement without receiving an extension in writing from MaineDOT;
 - B. Withdraws its support for the Project, resulting in cancellation of the Project;
 - C. Takes any action that makes the Project ineligible for federal funding;
 - D. Uses Project funds for a purpose not authorized by this Agreement;
 - E. Misrepresents or falsifies any claim for reimbursement;

F. Fails to meet the standards of performance outlined in this Agreement.

2. **TERMINATION FOR CAUSE.** MaineDOT will have just cause to terminate this Agreement in the event of default by the Municipality, as defined above. MaineDOT will afford the Municipality a cure period of 14 calendar days, effective on the Municipality's receipt of Notice of Default. If the Municipality fails to address all defaults within this cure period or any longer period as MaineDOT may authorize, MaineDOT may terminate this Agreement for cause, with these conditions:
 - A. MaineDOT will recover from the Municipality all reimbursements to the Municipality and all of MaineDOT's internal costs for work on the Project. All federal and state funds recovered from the Municipality shall be made available to the MPO upon closeout of the Project.
3. **TERMINATION FOR CONVENIENCE.** The Parties may terminate this Agreement for convenience by mutual consent for any reason not defined as "default." MaineDOT will reimburse the Municipality for eligible work performed until the effective date of termination for convenience. The Municipality's share of MaineDOT's costs for work on the Project shall be deducted from the final invoice amount owed to the Municipality.

AGREEMENT APPROVAL

The Municipality's undersigned representative assures that the Municipality's official legislative body has approved the Municipality's entry into this Agreement, has appropriated or authorized use of required matching funds, and has authorized the representative to sign this Agreement.

The Parties have executed this Agreement on the date last signed below.

City of Portland

Maine Department of Transportation

By: _____
Jon P. Jennings, City Manager *

By: _____
Richard J. Crawford, P.E., Director *
Bureau of Project Development

Date: _____

Date: _____

** I certify that the foregoing signature is true and accurate. I further certify – pursuant to 10 M.R.S.A. §9502, et seq. – that the signature, if electronic: (a) is intended to have the same force as a manual signature, (b) is unique to me, (c) is capable of verification, (d) is under my sole control, and (e) is linked to data in such a manner that it is invalidated if the data are changed.*

Federal Funding Accountability and Transparency Act

The **City of Portland** and its contractors may be subject to the provisions of the Federal Funding Accountability and Transparency Act of 2006 as amended and any regulations, policies, procedures and guidance documents adopted pursuant thereto or in connection therewith.

If the Federal portion of the Project exceeds \$25,000, an authorized representative from the Municipality shall sign this document under (B) below and return it with the Project Agreement. Additionally, the Municipality shall provide the following information, if applicable:

A) The total compensation and names of the top five officers if:

- More than 80% of the Municipality's annual gross revenues are from the U.S. Federal Government; and
- Those revenues are greater than \$25 million annually; and
- Compensation information is not already available through reporting to the U.S. Securities and Exchange Commission (SEC).

B) Legal name and DUNS® number on file with the Central Contractor Registration (CCR):

City of Portland, Maine

07-174-7802

Sign and Print Legal CCR Name

DUNS® Number

Authorized Representative: _____

Jon P. Jennings, City Manager

U.S. Department of Transportation (USDOT)

Federal Highway Administration – Standard Title VI / Nondiscrimination Assurances

DOT Order No. 1050.2A

The **City of Portland** (the Recipient) **AGREES THAT**, as a condition of receiving Federal financial assistance from the U.S. Department of Transportation (USDOT) through the Federal Highway Administration (FHWA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq., 78 stat. 252), which prohibits discrimination based on race, color, national origin;
- 49 C.F.R. Part 21 (entitled Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of The Civil Rights Act of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory citations are referred to hereinafter as the "Acts" and "Regulations" respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to assure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from the USDOT, including the FHWA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other nondiscrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973) by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its federally assisted Federal-aid Highway Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (regarding an "activity facilitated, or will be (regarding a "facility operated, or will be (regarding a "program conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal-Aid Highway Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The City of Portland, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively assure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. **The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.**
4. If applicable, the Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. If applicable, the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement regarding any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the City of Portland also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA and USDOT access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA and USDOT. You must keep records, reports, and submit the material for review upon request to the FHWA and USDOT, or their designees, in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The City of Portland gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal and Federal financial assistance extended after the date hereof to the recipients by the USDOT under the Federal-Aid Highway Program. This ASSURANCE is binding on the State of Maine, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Federal-Aid Highway Program. The person signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

City of Portland

By _____
Jon P. Jennings, City Manager

DATED _____

Encl.: Appendices A and E

APPENDIX A TO THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor agrees as follows:

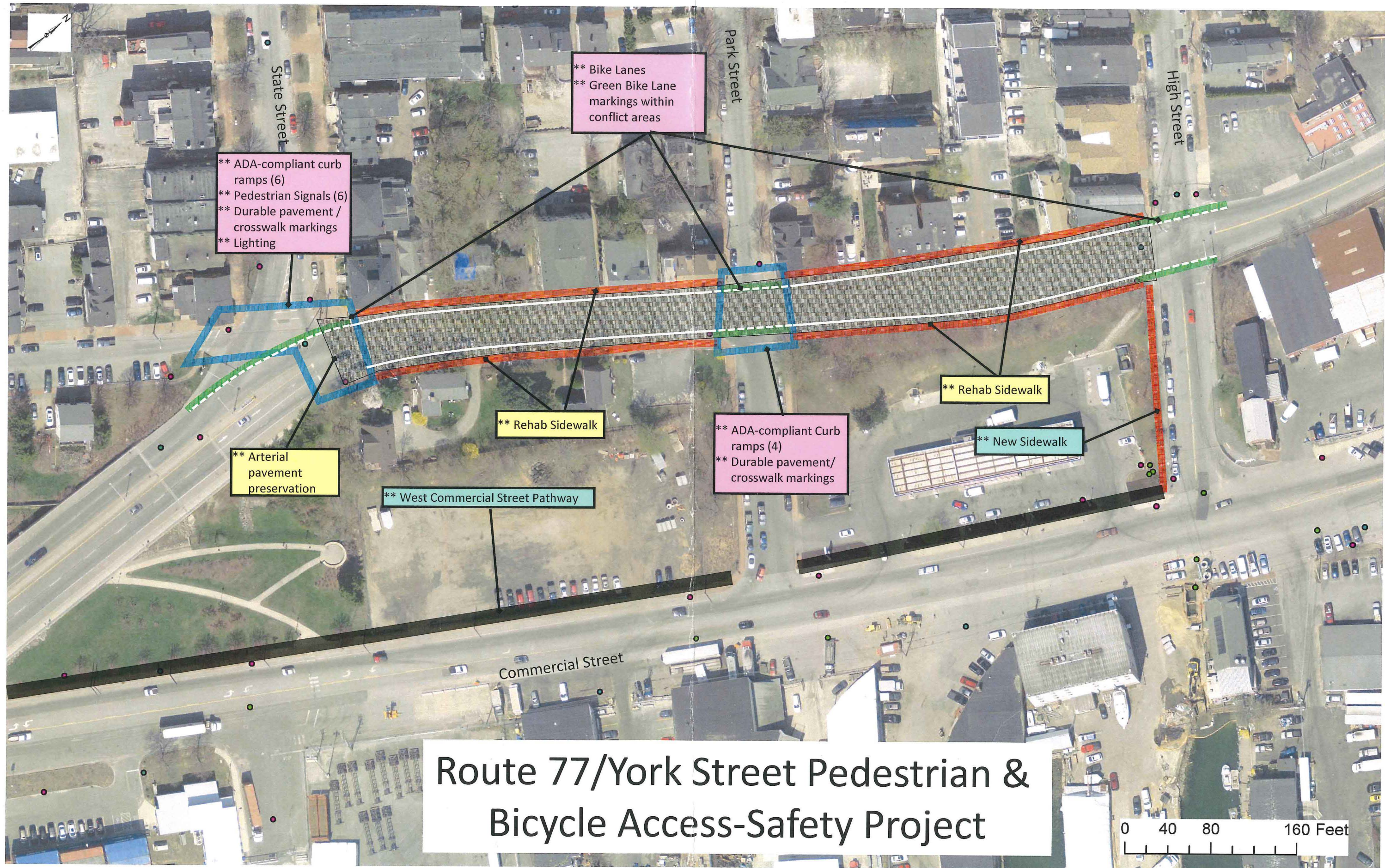
1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration (FHWA)**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, regarding the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **FHWA**, to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **FHWA**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **FHWA** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will act with respect to any subcontract or procurement as the Recipient or the **FHWA** may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E TO THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq., 78 stat. 252), (prohibits discrimination based on race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal programs and projects);
- Federal Highway Act of 1973, (23 U.S.C. §324 et seq.), (prohibits discrimination based on sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794 et seq.), as amended, (prohibits discrimination based on disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. §6101 et seq.), (prohibits discrimination based on age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. §471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination based on disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. §47123) (prohibits discrimination based on race, color, national origin and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which assures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To assure compliance with Title VI, you must take reasonable steps to assure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating of sex in education programs or activities (20 U.S.C. 1681 et seq.).



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		\$1,875		\$1,875
LESS: TOTAL NEW ITEM ANNUAL REVENUES		\$0		\$0		\$0
=NEW ITEM NET TAX RATE IMPACT PROJECTION	\$0	\$0	\$1,875	\$1,875	\$1,875	\$1,875
New Program Impact to the Mil Rate	\$0.0000	\$0.0000	\$0.0002	\$0.0002	\$0.0002	\$0.0002
New Program % Impact on Mil Rate	0.0000%	0.0000%	0.0021%	0.0011%	0.0021%	0.0011%
Mil Rate Including New Program	\$11.3400	\$22.4800	\$11.3402	\$22.4802	\$11.3402	\$22.4802

Notes: The new item will begin on July 1, 2021. These costs represent the Preliminary Design phase only, the result of which will be a detailed estimate of full construction costs.

MEMORANDUM
City Council Agenda Item

FROM: Greg Mitchell, Director

DATE: September 14, 2020

SUBJECT: **Order 82-20/21 Adopting Development Program for Portland Downtown for Fiscal Year 2020-2021 - Sponsored by the Economic Development Committee, Councilor Justin Costa, Chair**

SPONSOR: Economic Development Committee, Councilor Justin Costa/Chair, meeting held on August 18, 2020, and the vote was unanimous (4-0) to forward this to the City Council with a recommendation of 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

Final Action

Can action be taken at a later date: No This item has been advertised in the Press Herald for public hearing and final action on September 21, 2020

PRESENTATION: Cary Tyson, Executive Director of Portland Downtown/5 Minutes

I. SUMMARY

Annually, generally each June, the City Council authorizes the City Manager to execute documents necessary for the continued operation of Portland Downtown ("PD", formerly known as Portland's Downtown District).

II. AGENDA DESCRIPTION

The Economic Development Committee met on August 18, 2020, and the vote was unanimous (4-0) to forward this item and the companion items that follow to the City Council with a recommendation of approval.

City Council authorization of Portland Downtown annual documents for Fiscal Year 2021 is needed for the continued operation of Portland Downtown (PD). This includes: (1) Adopting Development Program for the PD; (2) Assessing Maintenance and Implementation Assessment in the PD District; and, (3) authorizing the Agreement for work to be done by PD and work to be done by the City. The Council Orders, this and the two following, accomplish these actions.

This item must be read on two separate days. It received its first reading on September 9, 2020. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

The PD District was originally established by the City Council on March 16, 1992. Since then, each year - generally in June, for the following fiscal year starting July 1, City Council authorization of establishing the special assessment and approval of the documents is needed.

For FY2021, City Council authorization is needed for the continued operation of PD, which documents include: (1) Adopting the Development Program for the PD; (2) Assessing Maintenance and Implementation Assessment in the PD District; and (3) authorizing the Agreement for work to be done by PD and work to be done by the City.

The budget for PD is funded from special assessments on all real estate in the current District to fund the PD development program expenses for FY2021. The proposed mill rate to raise this assessment is \$1.05 cents per \$1,000 of property value for the current district, or a total FY2021 budget of \$1,032,539.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended result is for the City Council to accept the FY2021 Development Plan, authorize the annual special assessment levied to property owners in the District in order for the PD to continue its program of services to support downtown cleanliness, safety, and events, and to formalize the Agreement between the PD and the City for services.

V. FINANCIAL IMPACT

This year's assessment will be funded from special assessments on all real estate in the current district for a total of \$1,032,539 for the period July 1, 2020 to June 30, 2021. The proposed mill rate to raise this assessment is \$1.05 cents per \$1,000 of property value in the district; last year, FY2020, the mil rate was \$1.09 cents per \$1,000 of property value; for FY2019, the mil rate was \$1.03 cents per \$1,000 of property value in the expanded district. It is noted that for the prior nine (9) years before FY2019, the PD mill rate had been the same rate of \$.92 cents per \$1,000 of property value in the geographic area before the approved FY2019 geographic expansion of the district.

VI. STAFF ANALYSIS AND BACKGROUND

City staff have reviewed the documents and recommends the City Council vote to approve.

It is noted that the Agreement with PD for FY2020 was extended by a 1st Amendment, copies of both Agreements are included with this item, to coincide with the City budget being extended. The proposed FY2021 PD Agreement would start upon approval by the City Council. For instance if approved at your September 21, 2020, meeting, the 1st Amendment would terminate September 30, 2020, and the FY2021 Agreement's Effective Date would be October 1, 2020.

VII. RECOMMENDATION

The Portland Downtown Board of Directors voted to recommend approval of the FY2021 Budget, Development Plan, and Agreement at its May 21, 2020, meeting.

The Economic Development Committee (EDC) reviewed this item preliminarily at its April 21, 2020, meeting and again at its August 18, 2020, after the Portland Downtown Board approved the FY2021 budget, and the EDC voted unanimously (4-0) to forward this to the City Council with a recommendation of approval.

VIII. LIST ATTACHMENTS

1. Adopting Development Program for Portland Downtown 2020-2021 9.9.2020
2. CC Memo Att Dev Plan and Budget-Final
3. Portland Downtown CC Memo 8-26-2020

Prepared by:

Greg Mitchell, Director

Date: 9/14/2020

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 ADOPTING DEVELOPMENT PROGRAM FOR
PORTLAND DOWNTOWN
FOR FISCAL YEAR 20120-2021**

ORDERED, pursuant to 30-A M.R.S. Section 5224, after public hearing, the City Council of the City of Portland hereby adopts the Development Program submitted by the City Manager, a copy of which is attached hereto, for the Downtown Improvement District, Inc. doing business as Portland Downtown for fiscal year 2020-2021.

FY21 Budget and Development Plan



Portland Downtown stimulates a thriving, vibrant, and sustainable downtown community

FY20 Highlights



- *Drive Less, Do More* campaign with City of Portland and regional transit partners
- Purchased new self-watering planters to beautify downtown
- Welcomed new board members and conducted annual board check-ins
- Increased event sponsorships by 20%
- Record attendance at Merchant Meetings
- Created Pandora's Winter Lights Walking Tour Brochure
- Awarded CDBG grant in partnership with City of Portland to refresh pedestrian wayfinding signs and add bike racks
- Developed new 5-year strategic plan

Budget Comparison



FY20

- Assessment income
\$1,018,037
- Total income
\$1,082,037
- Supplemental Services
expense \$404,862
- Total expense
\$1,082,037

FY21 (draft)

- Assessment income
\$1,036,500 (+ 1.8%)
- Total income
\$1,101, 650
- Supplemental Services
expense \$414,503
- Total expense
\$1,101,080

Notes on FY21 budget



- While assessment revenue does show a small increase (1.8%), it is anticipated that the mil rate will actually decrease, based on estimated valuation
- Staffing changes are reflected in reduction in employee costs
- Events are budgeted to be break-even, so budget is not impacted if events are cancelled
 - Horse + Wagon Rides will likely be discontinued
- Increase in programmatic expenses to support social service organizations
- Overall, a very conservative budget has been planned and approved by our Finance + Executive Committees

Strategic Plan Comparison



2015-2020

- Vitality
- Experience
- Growth
- Advocacy

2020-2025

- Serve
- Enhance
- Engage
- Achieve

2020-2025 Strategic Plan Guiding Principles



- Portland Downtown is a community builder
- Portland Downtown is a key advocate for the downtown community
- Portland Downtown is a strong partner and collaborator
- Portland Downtown strives to be increasingly environmentally sustainable
- Portland Downtown believes in organizational sustainability

FY21 Development Plan



- Welcome new executive director
- Focus on advocacy for stakeholders
- Evaluate programs and services: value, outcomes and impact
- Implementing new 5-year plan and aligning committee goals with plan
- Improve downtown experience for those who live, work, do business, and visit
- Increase board engagement and ensure all stakeholders are well represented in board seat allocation
- Communicate organizational mission, goals and values to stakeholders and increase stakeholder engagement
- Assess impacts of COVID-19 on downtown stakeholders and develop partnerships, advocacy and programs to support

PORTLAND DOWNTOWN BUDGET FY21

Estimated valuation \$983,370,130

	FY21 DRAFT Budget	FY20 budget
INCOME		
ASSESSMENT INCOME	\$ 1,036,500.00	\$ 1,018,037
EVENT INCOME		
LIGHT UP YOUR HOLIDAYS		
TREE LIGHTING SPONSORSHIPS	\$ 11,000.00	\$ 10,000.00
WINDOW DISPLAY CONTEST SPONSOR	\$ 1,000.00	\$ 1,000.00
HORSE + WAGON RIDE SPONSORSHIPS	\$ -	\$ 5,000.00
SHOP FOR A CAUSE SPONSORSHIP	\$ 2,500.00	\$ 2,500.00
MERRY MADNESS TICKET SALES	\$ 22,500.00	\$ 19,000.00
MERRY MADNESS SPONSORSHIP	\$ 7,500.00	\$ 7,500.00
Total Light Up Your Holidays	\$ 44,500.00	\$ 45,000.00
POLICE AWARDS BREAKFAST	\$ 5,000.00	\$ 5,000.00
DOWNTOWN WORKER APPRECIATION DAY	\$ 4,000.00	\$ 3,000.00
SUMMER KICK OFF WEEKEND		
SQUARE HOP SPONSORSHIP	\$ 4,000.00	\$ 2,000.00
OPF SPONSORSHIPS	\$ -	\$ -
OPF INCOME	\$ -	\$ -
Total Summer Kick Off Weekend	\$ 4,000.00	\$ 2,000.00
Total EVENT INCOME	\$ 57,500.00	\$ 55,000.00

DIRECTORY PARTNERSHIP/CONTRIBUTION	\$	5,000.00	\$	5,000.00
GRANT INCOME	\$	1,500.00	\$	2,500.00
CONTRIBUTIONS INCOME	\$	750.00	\$	750.00
PARK & WORK INCOME	\$	400.00	\$	750.00
Total Income	\$	1,101,650.00	\$	1,082,037.00

Expense

CLEAN INITIATIVES

SUPPLEMENTAL SERVICES CONTRACT	\$	414,503.00	\$	404,862.00
FIXED FEE FOR DID ADMIN	\$	10,365.00	\$	9,650.00
ESTIMATED NONCOLLECTION	\$	10,365.00	\$	10,180.37
REPAIRS & IMPROVEMENTS	\$	7,500.00	\$	5,000.00
Total Clean Initiatives	\$	442,733.00	\$	429,692.37

EMPLOYEE COSTS

PAYROLL	\$	246,000.00	\$	268,500.00
HEALTH & DENTAL	\$	35,000.00	\$	30,000.00
LIFE & DISABILITY INSURANCE	\$	3,650.00	\$	3,500.00
PAYROLL PROCESSING FEE	\$	1,350.00	\$	1,200.00
PAYROLL TAX EXPENSE	\$	17,500.00	\$	18,796.00

EMPLOYEE PARKING & BUS	\$	5,000.00	\$	3,500.00
UBIT (Federal Transportation Tax)	\$	-	\$	800.00
SIMPLE IRA MATCH	\$	4,000.00	\$	4,000.00
Total Employee Costs	\$	312,500.00	\$	330,296.00

PROGRAMS & PARTNERSHIPS

WINTER LIGHTS/PANDORA LACASSE	\$	60,000.00	\$	62,000.00
VISITOR INFORMATION BOOTH/VISIT PORTAND	\$	10,000.00	\$	10,000.00
POLICE CADET PROGRAM EXPENSE	\$	35,000.00	\$	31,000.00
LEARNING WORKS	\$	20,000.00	\$	16,500.00
MILESTONE HOMETEAM	\$	10,000.00	\$	6,500.00
PEER OUTREACH WORKER PROGRAM	\$	5,000.00		
Total Programs & Partnerships	\$	140,000.00	\$	126,000.00

RENT & UTILITIES

RENT	\$	21,000.00	\$	20,000.00
CAM CHARGES	\$	10,000.00	\$	9,720.00
TAXES- PERSONAL PROPERTY	\$	600.00	\$	400.00
ELECTRIC	\$	1,700.00	\$	1,700.00
GAS	\$	1,400.00	\$	1,500.00
TELEPHONE & INTERNET	\$	3,800.00	\$	3,800.00
Total Rent & Utilities	\$	38,500.00	\$	37,120.00

OPERATIONS

BANK SERVICE CHARGES	\$	100.00	\$	100.00
CLEANING	\$	4,800.00	\$	4,200.00
COPIER	\$	3,200.00	\$	3,500.00
IT SUPPORT	\$	1,250.00	\$	1,250.00
MEMBERSHIPS, DUES & SUBSCRIPTIONS	\$	4,500.00	\$	4,000.00
EQUIPMENT EXPENSE	\$	2,000.00	\$	2,000.00
POSTAGE	\$	3,500.00	\$	4,500.00
SUPPLIES	\$	4,000.00	\$	4,000.00
WEBSITE HOSTING + DEVELOPMENT	\$	1,400.00	\$	1,250.00
SUBCONTRACTORS	\$	4,000.00	\$	4,000.00
CONTINGENCY FUND	\$	5,000.00	\$	4,829.00
RESERVE FUND	\$	20,000.00	\$	20,000.00
Total Operations	\$	53,750.00	\$	53,629.00

MARKETING

GENERAL MARKETING	\$	12,500.00	\$	15,000.00
DIRECTORY DISTRIBUTION	\$	4,000.00	\$	5,000.00
SPONSORSHIPS/PARTNERSHIPS	\$	3,000.00	\$	3,000.00
Total Marketing	\$	19,500.00	\$	23,000.00

INSURANCE

DIRECTORS & OFFICERS	\$	650.00	\$	650.00
GENERAL/EVENTS/LIQUOR	\$	6,000.00	\$	6,000.00
WORKERS COMPENSATION	\$	1,200.00	\$	1,100.00
Total Insurance	\$	7,850.00	\$	7,750.00

PROFESSIONAL FEES

ACCOUNTING	\$	3,500.00	\$	3,500.00
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ANNUAL ELECTIONS	\$	2,000.00	\$	2,500.00
LEGAL	\$	5,000.00	\$	4,000.00
Total Professional Fees	\$	10,500.00	\$	10,000.00

ORGANIZATIONAL ACTIVITIES

STAKEHOLDER + VOLUNTEER APPRECIATION	\$	2,500.00	\$	2,500.00
MEETINGS	\$	2,500.00	\$	2,500.00
PROFESSIONAL DEVELOPMENT	\$	7,500.00	\$	7,500.00
Total Organizational Activities	\$	12,500.00	\$	12,500.00

EVENTS

LIGHT UP YOUR HOLIDAYS

LUYH GENERAL MARKETING	\$	5,000.00	\$	4,500.00
TREE LIGHTING: MARKETING	\$	4,500.00	\$	4,500.00
TREE LIGHTING: PERFORMERS	\$	2,500.00	\$	1,500.00
TREE LIGHTING: SECURITY	\$	-	\$	1,000.00
TREE LIGHTING: STAGE & SOUND	\$	3,500.00	\$	1,000.00
TREE LIGHTING EVENT MANAGEMENT	\$	500.00	\$	500.00
RETAIL EVENTS	\$	5,000.00	\$	4,500.00
WAGON RIDES	\$	-	\$	6,800.00
MERRY MADNESS: MARKETING	\$	2,000.00	\$	2,000.00
MERRY MADNESS: EVENT	\$	12,000.00	\$	9,500.00
MERRY MADNESS EVENTBRITE FEES	\$	3,250.00	\$	3,000.00
MERRY MADNESS: EVENT MANAGEMENT	\$	1,500.00	\$	1,500.00
TOY FUND DONATION	\$	-	\$	-
Total Light Up Your Holidays	\$	39,750.00	\$	40,300.00

POLICE AWARDS BREAKFAST	\$	4,500.00	\$	4,500.00
DOWNTOWN WORKER APPRECIATION DAY	\$	4,000.00	\$	3,500.00
SUMMER KICK OFF WEEKEND				
SQUARE HOP ENTERTAINMENT	\$	3,000.00	\$	2,000.00
SQUARE HOP MARKETING	\$	1,000.00	\$	1,000.00
OPF MARKETING			\$	-
OPF PERMITS			\$	-
OPF SECURITY			\$	-
OPF ELECTRICIAN			\$	-
OPF EVENTBRITE FEES			\$	-
OPF EVENTS MANAGER			\$	-
OPF MISC (golf carts, etc)			\$	-
Total Summer Kick Off Weekend	\$	4,000.00	\$	3,000.00
TOTAL EVENTS	\$	52,250.00	\$	51,300.00
PARK AND WORK	\$	500.00	\$	750.00
TOTAL EXPENSE	\$	1,090,583.00	\$	1,082,037.37
NET INCOME (LOSS)	\$	11,067.00	\$	(0.37)

MEMORANDUM
City Council Agenda Item

FROM: Greg Mitchell, Director

DATE: August 26, 2020

SUBJECT: **Order 82-20/21 Adopting Development Program for Portland Downtown for Fiscal Year 2020-2021 - Sponsored by the Economic Development Committee, Councilor Justin Costa, Chair**

SPONSOR: Economic Development Committee, Councilor Justin Costa/Chair, meeting held on August 18, 2020, and the vote was unanimous (4-0) to forward this to the City Council with a recommendation of 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 9/9/2020

Final Action 9/21/2020

Can action be taken at a later date: No This item has been advertised in the Press Herald for public hearing and final action on September 21, 2020

PRESENTATION: Cary Tyson, Executive Director of Portland Downtown/5 Minutes

I. SUMMARY

Annually, generally each June, the City Council authorizes the City Manager to execute documents necessary for the continued operation of Portland Downtown ("PD", formerly known as Portland's Downtown District).

II. AGENDA DESCRIPTION

The Economic Development Committee met on August 18, 2020, and the vote was unanimous (4-0) to forward this item and the companion items that follow to the City Council with a recommendation of approval.

City Council authorization of Portland Downtown annual documents for Fiscal Year 2021 is needed for the continued operation of Portland Downtown (PD). This includes: (1) Adopting Development Program for the PD; (2) Assessing Maintenance and Implementation Assessment in the PD District; and, (3) authorizing the Agreement for work to be done by PD and work to be done by the City. The Council Orders, this and the two following, accomplish these actions.

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

III. BACKGROUND

The PD District was originally established by the City Council on March 16, 1992. Since then, each year - generally in June, for the following fiscal year starting July 1, City Council authorization of establishing the special assessment and approval of the documents is needed.

For FY2021, City Council authorization is needed for the continued operation of PD, which documents include: (1) Adopting the Development Program for the PD; (2) Assessing Maintenance and Implementation Assessment in the PD District; and (3) authorizing the Agreement for work to be done by PD and work to be done by the City.

The budget for PD is funded from special assessments on all real estate in the current District to fund the PD development program expenses for FY2021. The proposed mill rate to raise this assessment is \$1.05 cents per \$1,000 of property value for the current district, or a total FY2021 budget of \$1,032,539.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The intended result is for the City Council to accept the FY2021 Development Plan, authorize the annual special assessment levied to property owners in the District in order for the PD to continue its program of services to support downtown cleanliness, safety, and events, and to formalize the Agreement between the PD and the City for services.

V. FINANCIAL IMPACT

This year's assessment will be funded from special assessments on all real estate in the current district for a total of \$1,032,539 for the period July 1, 2020 to June 30, 2021. The proposed mill rate to raise this assessment is \$1.05 cents per \$1,000 of property value in the district; last year, FY2020, the mil rate was \$1.09 cents per \$1,000 of property value; for FY2019, the mil rate was \$1.03 cents per \$1,000 of property value in the expanded district. It is noted that for the prior nine (9) years before FY2019, the PD mill rate had been the same rate of \$.92 cents per \$1,000 of property value in the geographic area before the approved FY2019 geographic expansion of the district.

VI. STAFF ANALYSIS AND BACKGROUND

City staff have reviewed the documents and recommends the City Council vote to approve.

It is noted that the Agreement with PD for FY2020 was extended by a 1st Amendment, copies of both Agreements are included with this item, to coincide with the City budget being extended. The proposed FY2021 PD Agreement would start upon approval by the City Council. For instance if approved at your September 21, 2020, meeting, the 1st Amendment would terminate September 30, 2020, and the FY2021 Agreement's Effective Date would be October 1, 2020.

VII. RECOMMENDATION

The Portland Downtown Board of Directors voted to recommend approval of the FY2021 Budget, Development Plan, and Agreement at its May 21, 2020, meeting.

The Economic Development Committee (EDC) reviewed this item preliminarily at its April 21, 2020, meeting and again at its August 18, 2020, after the Portland Downtown Board approved the FY2021 budget, and the EDC voted unanimously (4-0) to forward this to the City Council with a recommendation of approval.

VIII. LIST ATTACHMENTS

1. Adopting Development Program for Portland Downtown 2020-2021 9.9.2020
2. CC Memo Att Dev Plan and Budget-Final

Prepared by:

Greg Mitchell, Director

Date: 8/26/2020

MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 14, 2020

SUBJECT: Order 83-20/21 Establishing Maintenance and Implementation Assessments for Portland Downtown for Fiscal Year 2020-2021 - Sponsored by the Economic Development Committee, Councilor Justin Costa, Chair

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 is a companion order with the order above.

This item must be read on two separate days. It received its first reading on September 9, 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

VIII. LIST ATTACHMENTS

1. CC Memo Att - Portland Downtown Listing of Properties w Assessments
2. Establishing FY2021 Portland Downtown Assessments 9.9.2020

Prepared by:

Date: 9/14/2020

PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ 1.05 Rate
021 A001001	119	PEARL ST	25:PARKING LOTS	PEARL CUMBERLAND LLC	\$ 4,265,900	\$ 4,479.20
021 A012001	214	CUMBERLAND AVE	56:GOVERNMENTAL	CITY OF PORTLAND	\$ -	\$ -
027 A001001	320	CUMBERLAND AVE	22:OFFICE BUSINESS	EAST END CORP	\$ 6,259,500	\$ 6,572.48
027 A012001	5	MONUMENT SQ	56:GOVERNMENTAL	CITY OF PORTLAND	\$ -	\$ -
027 A015001	465	CONGRESS ST	22:OFFICE BUSINESS	CTR CONGRESS LLC	\$ 3,866,300	\$ 4,059.62
027 B001001	284	CUMBERLAND AVE	56:GOVERNMENTAL	CITY OF PORTLAND	\$ -	\$ -
027 B002001	443	CONGRESS ST	22:OFFICE BUSINESS	JJR 443 CONGRESS LLC	\$ 3,796,600	\$ 3,986.43
027 B003001	9	ELM ST	56:GOVERNMENTAL	CITY OF PORTLAND	\$ -	\$ -
027 B004001	439	CONGRESS ST	27:MULTI-USE COMMERCIAL	METROPOLITAN APARTMENTS LLC	\$ 3,734,300	\$ 3,921.02
027 B005001	425	CONGRESS ST	53:RELIGIOUS	FIRST PARISH IN PORTLAND	\$ -	\$ -
027 B007001	415	CONGRESS ST	22:OFFICE BUSINESS	ASHBY TEAM LLC	\$ 1,769,100	\$ 1,857.56
027 B008001	21	ELM ST	56:GOVERNMENTAL	CITY OF PORTLAND	\$ -	\$ -
027 B009001	8	CHESTNUT ST	57:OTHERS EXEMPT BY LAW	MASONIC TRUSTEES OF PORTLAND	\$ -	\$ -
027 C002001	17	CHESTNUT ST	27:MULTI-USE COMMERCIAL	17 CHESTNUT STREET LLC	\$ 226,400	\$ 237.72
027 C010001	21	CHESTNUT ST	20:COMMERCIAL CONDO	HAIR ETC LLC	\$ 163,800	\$ 171.99
027 C010002	21	CHESTNUT ST	20:COMMERCIAL CONDO	CHESTNUT STREET LOFTS LLC	\$ 199,000	\$ 208.95
027 C01002E	21	CHESTNUT ST	10:CONDOMINIUMS	JORDAN CARA A	\$ 141,850	\$ 148.94
027 C01002N	21	CHESTNUT ST	10:CONDOMINIUMS	SMITH DOUGLAS A &	\$ 169,500	\$ 177.98
027 C01002S	21	CHESTNUT ST	10:CONDOMINIUMS	MORREL VICTOR &	\$ 141,850	\$ 148.94
027 C01002W	21	CHESTNUT ST	10:CONDOMINIUMS	TISZENKEL KEITH	\$ 169,500	\$ 177.98
027 C01003E	21	CHESTNUT ST	10:CONDOMINIUMS	CASTANEA PRIME LLC	\$ 164,400	\$ 172.62
027 C01003N	21	CHESTNUT ST	10:CONDOMINIUMS	TILTON GARRETT K &	\$ 166,250	\$ 174.56
027 C01003S	21	CHESTNUT ST	10:CONDOMINIUMS	VELJI REALTY LLC	\$ 145,150	\$ 152.41
027 C01003W	21	CHESTNUT ST	10:CONDOMINIUMS	VANHOEWYK JOHN VN VET &	\$ 161,630	\$ 169.71
027 C01004E	21	CHESTNUT ST	10:CONDOMINIUMS	SMITH MICHAEL SARGENT	\$ 180,500	\$ 189.53
027 C01004N	21	CHESTNUT ST	10:CONDOMINIUMS	SEARS STEPHEN D &	\$ 201,600	\$ 211.68
027 C01004S	21	CHESTNUT ST	10:CONDOMINIUMS	KAUFMANN CHARLES L	\$ 180,500	\$ 189.53
027 C01004W	21	CHESTNUT ST	10:CONDOMINIUMS	NYGAARD DANTON D &	\$ 182,350	\$ 191.47
027 C01005E	21	CHESTNUT ST	10:CONDOMINIUMS	GRAF JENNIFER	\$ 193,400	\$ 203.07
027 C01005N	21	CHESTNUT ST	10:CONDOMINIUMS	YINDRA SARA R	\$ 203,750	\$ 213.94
027 C01005S	21	CHESTNUT ST	10:CONDOMINIUMS	NAQUI MUNIRA Z	\$ 193,400	\$ 203.07
027 C01005W	21	CHESTNUT ST	10:CONDOMINIUMS	CURTIN TERESA ANN	\$ 223,000	\$ 234.15
027 C01006E	21	CHESTNUT ST	10:CONDOMINIUMS	HAMM LARRY F &	\$ 206,300	\$ 216.62
027 C01006N	21	CHESTNUT ST	10:CONDOMINIUMS	SCOTT AURELIA C WID WWII VET	\$ 202,730	\$ 212.87
027 C01006S	21	CHESTNUT ST	10:CONDOMINIUMS	SCHWELLENBACH JAMES C &	\$ 187,050	\$ 196.40
027 C01006W	21	CHESTNUT ST	10:CONDOMINIUMS	BARRY PRUDENCE B	\$ 207,350	\$ 217.72
027 C01007E	21	CHESTNUT ST	10:CONDOMINIUMS	HARDING ALICIA &	\$ 251,400	\$ 263.97
027 C01007N	21	CHESTNUT ST	10:CONDOMINIUMS	POLLASTRI MICHAEL P &	\$ 226,500	\$ 237.83
027 C01007S	21	CHESTNUT ST	10:CONDOMINIUMS	KELLY MARILYN E TRUSTEE	\$ 246,300	\$ 258.62
027 C01007W	21	CHESTNUT ST	10:CONDOMINIUMS	GUIGLI MICHAEL	\$ 266,600	\$ 279.93
027 C01008N	21	CHESTNUT ST	10:CONDOMINIUMS	COTSIROLO STEPHANIE G	\$ 315,850	\$ 331.64
027 C01008S	21	CHESTNUT ST	10:CONDOMINIUMS	WILLIAMS JAN &	\$ 325,000	\$ 341.25
027 C01008W	21	CHESTNUT ST	10:CONDOMINIUMS	BUSQUE PETER J	\$ 312,900	\$ 328.55
027 C0102NW	21	CHESTNUT ST	10:CONDOMINIUMS	DUNDAR ERGUN	\$ 164,300	\$ 172.52
027 C0102SE	21	CHESTNUT ST	10:CONDOMINIUMS	DEVAN WILLIAM JOSEPH	\$ 137,550	\$ 144.43
027 C0103NW	21	CHESTNUT ST	10:CONDOMINIUMS	AVIGNON PIERRE &	\$ 181,400	\$ 190.47
027 C0103SE	21	CHESTNUT ST	10:CONDOMINIUMS	CASTANEA PRIME LLC	\$ 164,500	\$ 172.73
027 C0104NW	21	CHESTNUT ST	10:CONDOMINIUMS	FRAZER LORINDA JANE TRUSTEE	\$ 196,800	\$ 206.64
027 C0104SE	21	CHESTNUT ST	10:CONDOMINIUMS	MCEACHERN LAURIE A	\$ 169,300	\$ 177.77
027 C0105NW	21	CHESTNUT ST	10:CONDOMINIUMS	MACAVOY FRANCIS E &	\$ 219,000	\$ 229.95
027 C0105SE	21	CHESTNUT ST	10:CONDOMINIUMS	MASON PHILIP C JR &	\$ 181,800	\$ 190.89
027 C0106NW	21	CHESTNUT ST	10:CONDOMINIUMS	141 PLEASANT STREET LLC	\$ 222,400	\$ 233.52
027 C0106SE	21	CHESTNUT ST	10:CONDOMINIUMS	EISENBERG AVNER &	\$ 189,600	\$ 199.08
027 C011001	15	CHESTNUT ST	27:MULTI-USE COMMERCIAL	BOODILLY LLC	\$ 1,809,800	\$ 1,900.29
027 C012001	389	CONGRESS ST	56:GOVERNMENTAL	CITY OF PORTLAND	\$ -	\$ -
027 D001001	385	CONGRESS ST	32:WAREHOUSE & STORAGE	385 CONGRESS LLC	\$ 2,349,540	\$ 2,467.02
027 F001001	50	MONUMENT SQ	22:OFFICE BUSINESS	THE LANCASTER GROUP LLC	\$ 3,601,300	\$ 3,781.37
027 F002001	28	MONUMENT SQ	10:CONDOMINIUMS	DONNELLY JON PATRICK	\$ 770,900	\$ 809.45
027 F002002	28	MONUMENT SQ	10:CONDOMINIUMS	STODDARD ROBERT B &	\$ 547,350	\$ 574.72
027 F002003	28	MONUMENT SQ	20:COMMERCIAL CONDO	28 MSQ LLC	\$ 232,300	\$ 243.92
027 F002004	28	MONUMENT SQ	20:COMMERCIAL CONDO	28 MSQ LLC	\$ 246,300	\$ 258.62
027 F002005	28	MONUMENT SQ	20:COMMERCIAL CONDO	28 MSQ LLC	\$ 116,300	\$ 122.12
027 F003001	22	MONUMENT SQ	21:RETAIL SERVICES	STORREY INDUSTRIES LLC	\$ 1,679,700	\$ 1,763.69
027 F004001	6	MONUMENT SQ	25:PARKING LOTS	PARCHEGGIO LLC	\$ 187,000	\$ 196.35
027 F005001	18	MONUMENT SQ	27:MULTI-USE COMMERCIAL	18 MONUMENT PLACE LLC	\$ 574,700	\$ 603.44
027 F006001	16	MONUMENT SQ	21:RETAIL SERVICES	15 MONUMENT SQUARE LLC	\$ 706,700	\$ 742.04
027 F009001	121	CENTER ST	21:RETAIL SERVICES	TEDLUM ASSOCIATES LLC	\$ 3,820,000	\$ 4,011.00
027 F011001	1	MONUMENT WAY	21:RETAIL SERVICES	CF OMW LLC	\$ 3,465,500	\$ 3,638.78
027 F014001	0	MONUMENT SQ	19:AUXILIARY BUILDINGS	TWO MONUMENT WAY ASSOCIATES	\$ 31,700	\$ 33.29
027 F023001	30	CITY CTR	27:MULTI-USE COMMERCIAL	RODWAY PETER E &	\$ 329,900	\$ 346.40
027 F024001	28	CITY CTR	21:RETAIL SERVICES	BROWN J B & SONS	\$ 323,600	\$ 339.78
027 F026001	26	CITY CTR	21:RETAIL SERVICES	BROWN J B & SONS	\$ 627,700	\$ 659.09
027 F027001	24	CITY CTR	22:OFFICE BUSINESS	BROWN J B & SONS	\$ 906,800	\$ 952.14
027 F028001	41	FREE ST	25:PARKING LOTS	TEDLUM ASSOCIATES LLC	\$ 117,920	\$ 123.82
027 F029001	23	FREE ST	25:PARKING LOTS	ONE CITY CENTER ASSOCIATES LLC	\$ 6,584,700	\$ 6,913.94

PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ 1.05 Rate
027 G001001	456	CONGRESS ST	58:LAND BANKS	CITY OF PORTLAND	\$ -	\$ -
028 A001001	380	CONGRESS ST	56:GOVERNMENTAL	CITY OF PORTLAND	\$ -	\$ -
028 B001001	350	CONGRESS ST	58:LAND BANKS	CITY OF PORTLAND	\$ -	\$ -
028 E001001	168	FEDERAL ST	56:GOVERNMENTAL	UNITED STATES	\$ -	\$ -
028 F001001	142	FEDERAL ST	56:GOVERNMENTAL	CUMBERLAND COUNTY OF	\$ -	\$ -
028 K001001	77	MARKET ST	21:RETAIL SERVICES	85 MARKET STREET LLC	\$ 1,647,500	\$ 1,729.88
028 K002001	66	PEARL ST	22:OFFICE BUSINESS	LEADER PROPERTIES LLC	\$ 4,394,900	\$ 4,614.65
028 K003001	75	MARKET ST	22:OFFICE BUSINESS	WHOLLY COW LLC	\$ 3,643,900	\$ 3,826.10
028 L002001	0	NEWBURY ST	56:GOVERNMENTAL	CUMBERLAND COUNTY INHABITANTS	\$ -	\$ -
028 L005001	75	PEARL ST	20:COMMERCIAL CONDO	WBFM LLC	\$ 1,020,700	\$ 1,071.74
028 L00502A	75	PEARL ST	20:COMMERCIAL CONDO	WOODMAN BUILDING	\$ 571,300	\$ 599.87
028 L00502B	75	PEARL ST	20:COMMERCIAL CONDO	WOODMAN BUILDING	\$ 449,000	\$ 471.45
028 L00503A	75	PEARL ST	20:COMMERCIAL CONDO	WOODMAN BUILDING	\$ 352,000	\$ 369.60
028 L00503B	75	PEARL ST	20:COMMERCIAL CONDO	WOODMAN BUILDING	\$ 461,900	\$ 485.00
028 L00504A	75	PEARL ST	20:COMMERCIAL CONDO	WOODMAN BUILDING	\$ 352,000	\$ 369.60
028 L00504B	75	PEARL ST	20:COMMERCIAL CONDO	WOODMAN BUILDING	\$ 571,300	\$ 599.87
028 L007001	131	MIDDLE ST	24:WHOLESALE	RACKLEFF BLOCK LLC	\$ 2,168,800	\$ 2,277.24
028 M001001	192	NEWBURY ST	56:GOVERNMENTAL	CUMBERLAND COUNTY OF	\$ -	\$ -
028 M005001	121	MIDDLE ST	21:RETAIL SERVICES	123 LLC	\$ 3,048,200	\$ 3,200.61
028 N001001	109	MIDDLE ST	56:GOVERNMENTAL	CITY OF PORTLAND	\$ -	\$ -
028 N009001	115	MIDDLE ST	21:RETAIL SERVICES	BROTHERS THREE LLC	\$ 648,300	\$ 680.72
028 N010001	111	MIDDLE ST	21:RETAIL SERVICES	VENTURE III HOLDINGS LLC	\$ 200,100	\$ 210.11
029 A00101A	150	MIDDLE ST	20:COMMERCIAL CONDO	PROSPERITA LLC	\$ 433,000	\$ 454.65
029 A00101B	150	MIDDLE ST	20:COMMERCIAL CONDO	PEG REALTY LLC	\$ 329,700	\$ 346.19
029 A00101C	150	MIDDLE ST	20:COMMERCIAL CONDO	IN FIRM GROUP THE	\$ 290,700	\$ 305.24
029 A00101D	150	MIDDLE ST	20:COMMERCIAL CONDO	IN FIRM GROUP THE	\$ 290,700	\$ 305.24
029 A00102A	150	MIDDLE ST	10:CONDOMINIUMS	FRANK PATRICK J JR	\$ 159,150	\$ 167.11
029 A00102B	150	MIDDLE ST	10:CONDOMINIUMS	SAVATERRI SALVATORE JR &	\$ 150,800	\$ 158.34
029 A00102C	150	MIDDLE ST	10:CONDOMINIUMS	MEIL JOAN F &	\$ 158,900	\$ 166.85
029 A00102D	150	MIDDLE ST	10:CONDOMINIUMS	TREGONING DAVID C TRUSTEE	\$ 153,400	\$ 161.07
029 A00102E	150	MIDDLE ST	10:CONDOMINIUMS	ERNEST PAUL W &	\$ 167,400	\$ 175.77
029 A00102F	150	MIDDLE ST	10:CONDOMINIUMS	BOEPPLE ELIZABETH ANN	\$ 155,950	\$ 163.75
029 A00102G	150	MIDDLE ST	10:CONDOMINIUMS	KIRK CHARLES M	\$ 124,050	\$ 130.25
029 A00102H	150	MIDDLE ST	10:CONDOMINIUMS	JOHNS F ARTHUR T	\$ 159,150	\$ 167.11
029 A00102I	150	MIDDLE ST	10:CONDOMINIUMS	STERLING JANN D &	\$ 149,600	\$ 157.08
029 A00102J	150	MIDDLE ST	10:CONDOMINIUMS	MILLS S PETER	\$ 137,100	\$ 143.96
029 A00102K	150	MIDDLE ST	10:CONDOMINIUMS	MILLS S PETER	\$ 160,900	\$ 168.95
029 A00103A	150	MIDDLE ST	10:CONDOMINIUMS	WEINBERG DIANE L TRUSTEE	\$ 178,400	\$ 187.32
029 A00103B	150	MIDDLE ST	10:CONDOMINIUMS	ROBERTS MATTHEW	\$ 150,800	\$ 158.34
029 A00103C	150	MIDDLE ST	10:CONDOMINIUMS	AHP CAMDEN LLC	\$ 158,900	\$ 166.85
029 A00103D	150	MIDDLE ST	10:CONDOMINIUMS	AHP CAMDEN LLC	\$ 153,400	\$ 161.07
029 A00103E	150	MIDDLE ST	10:CONDOMINIUMS	ROBERTS MATTHEW	\$ 200,900	\$ 210.95
029 A00103F	150	MIDDLE ST	10:CONDOMINIUMS	M & B 101 INC	\$ 166,800	\$ 175.14
029 A00103G	150	MIDDLE ST	10:CONDOMINIUMS	M & B 101 INC	\$ 143,300	\$ 150.47
029 A00103H	150	MIDDLE ST	10:CONDOMINIUMS	HENDERSON HAROLD L &	\$ 136,550	\$ 143.38
029 A00103I	150	MIDDLE ST	10:CONDOMINIUMS	HARDING WILLIAM TRUSTEE	\$ 130,350	\$ 136.87
029 A00103J	150	MIDDLE ST	10:CONDOMINIUMS	WALTER MARIA L TRUSTEE	\$ 137,100	\$ 143.96
029 A00103K	150	MIDDLE ST	10:CONDOMINIUMS	MACBRIDE JENNIFER L	\$ 160,900	\$ 168.95
029 A00104A	150	MIDDLE ST	10:CONDOMINIUMS	BIXBY DOUGLAS B &	\$ 159,150	\$ 167.11
029 A00104B	150	MIDDLE ST	10:CONDOMINIUMS	TURNER SCOTT H &	\$ 150,800	\$ 158.34
029 A00104C	150	MIDDLE ST	10:CONDOMINIUMS	CAMP PETER S	\$ 158,900	\$ 166.85
029 A00104D	150	MIDDLE ST	10:CONDOMINIUMS	GUTWIN JOHN D &	\$ 134,150	\$ 140.86
029 A00104E	150	MIDDLE ST	10:CONDOMINIUMS	GIUSTRA PETER E TRUSTEE	\$ 167,400	\$ 175.77
029 A00104F	150	MIDDLE ST	10:CONDOMINIUMS	WINSLOW DARREN R &	\$ 166,800	\$ 175.14
029 A00104G	150	MIDDLE ST	10:CONDOMINIUMS	GIARRAPUTO CYNTHIA R &	\$ 143,300	\$ 150.47
029 A00104H	150	MIDDLE ST	10:CONDOMINIUMS	150 MIDDLE LLC	\$ 155,800	\$ 163.59
029 A00104I	150	MIDDLE ST	10:CONDOMINIUMS	KOSTA KATHERINE C	\$ 149,600	\$ 157.08
029 A00104J	150	MIDDLE ST	10:CONDOMINIUMS	GREENZWEIG NEIL TRUSTEE	\$ 137,100	\$ 143.96
029 A00104K	150	MIDDLE ST	10:CONDOMINIUMS	ZANARDI MARIAGRAZIA	\$ 160,900	\$ 168.95
029 A00105A	150	MIDDLE ST	20:COMMERCIAL CONDO	MIRS PROPERTIES LLC	\$ 799,300	\$ 839.27
029 A00105B	150	MIDDLE ST	10:CONDOMINIUMS	DUNKERLY ALLAN S TRUSTEE	\$ 402,900	\$ 423.05
029 A0010BA	150	MIDDLE ST	20:COMMERCIAL CONDO	242 NEWRY PARTNERS	\$ 188,500	\$ 197.93
029 A0010BB	150	MIDDLE ST	20:COMMERCIAL CONDO	242 NEWRY PARTNERS	\$ 188,500	\$ 197.93
029 A001P01	150	MIDDLE ST	10:CONDOMINIUMS	DUNKERLY MARY V	\$ 10,100	\$ 10.61
029 A001P02	150	MIDDLE ST	10:CONDOMINIUMS	GIUSTRA PETER E TRUSTEE	\$ 5,100	\$ 5.36
029 A001P03	150	MIDDLE ST	10:CONDOMINIUMS	ROBERTS MATTHEW	\$ 10,400	\$ 10.92
029 A001P04	150	MIDDLE ST	10:CONDOMINIUMS	MIRS PROPERTIES LLC	\$ 10,100	\$ 10.61
029 A001P05	150	MIDDLE ST	10:CONDOMINIUMS	MIRS PROPERTIES LLC	\$ 10,100	\$ 10.61
029 A001P06	150	MIDDLE ST	10:CONDOMINIUMS	IN FIRM GROUP THE	\$ 10,100	\$ 10.61
029 A001P07	150	MIDDLE ST	10:CONDOMINIUMS	IN FIRM GROUP THE	\$ 10,100	\$ 10.61
029 A001P08	150	MIDDLE ST	10:CONDOMINIUMS	GIARRAPUTO CYNTHIA R &	\$ 10,100	\$ 10.61
029 A001P09	150	MIDDLE ST	10:CONDOMINIUMS	MCGOLDRICK RICHARD J	\$ 10,100	\$ 10.61
029 A001P10	150	MIDDLE ST	10:CONDOMINIUMS	FRANK PATRICK J JR	\$ 10,100	\$ 10.61
029 A001P11	150	MIDDLE ST	10:CONDOMINIUMS	FRANK PATRICK J JR	\$ 10,100	\$ 10.61
029 A001P12	150	MIDDLE ST	10:CONDOMINIUMS	INFIRM GROUP	\$ 10,100	\$ 10.61

PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ 1.05 Rate
029 A001P13	150	MIDDLE ST	10:CONDOMINIUMS	MILLS S PETER	\$ 10,100	\$ 10.61
029 A001P14	150	MIDDLE ST	10:CONDOMINIUMS	ERNEST PAUL W &	\$ 10,100	\$ 10.61
029 A001P15	150	MIDDLE ST	10:CONDOMINIUMS	BIXBY DOUGLAS B &	\$ 10,100	\$ 10.61
029 A001P16	150	MIDDLE ST	10:CONDOMINIUMS	MACBRIDE JENNIFER L	\$ 10,100	\$ 10.61
029 A001P17	150	MIDDLE ST	10:CONDOMINIUMS	CAMP PETER S	\$ 10,100	\$ 10.61
029 A001P18	150	MIDDLE ST	10:CONDOMINIUMS	PROSPERITA LLC	\$ 10,100	\$ 10.61
029 A001P19	150	MIDDLE ST	10:CONDOMINIUMS	CEDRONE RONALD M	\$ 10,100	\$ 10.61
029 A001P20	150	MIDDLE ST	10:CONDOMINIUMS	AHP CAMDEN LLC	\$ 10,100	\$ 10.61
029 A001P21	150	MIDDLE ST	10:CONDOMINIUMS	DUNKERLY ALLAN S &	\$ 10,100	\$ 10.61
029 A001P22	150	MIDDLE ST	10:CONDOMINIUMS	MIRS PROPERTIES LLC	\$ 10,100	\$ 10.61
029 A001P23	150	MIDDLE ST	10:CONDOMINIUMS	MIRS PROPERTIES LLC	\$ 10,100	\$ 10.61
029 A001P24	150	MIDDLE ST	10:CONDOMINIUMS	MIRS PROPERTIES LLC	\$ 10,100	\$ 10.61
029 A001P25	150	MIDDLE ST	10:CONDOMINIUMS	MIRS PROPERTIES LLC	\$ 10,100	\$ 10.61
029 A001P26	150	MIDDLE ST	10:CONDOMINIUMS	MIRS PROPERTIES LLC	\$ 10,100	\$ 10.61
029 A001P27	150	MIDDLE ST	10:CONDOMINIUMS	HARDING WILLIAM TRUSTEE	\$ 10,100	\$ 10.61
029 A001P28	150	MIDDLE ST	10:CONDOMINIUMS	SHIPYARD INC	\$ 10,100	\$ 10.61
029 A001P29	150	MIDDLE ST	10:CONDOMINIUMS	SHIPYARD INC	\$ 10,100	\$ 10.61
029 A003001	5	MILK ST	22:OFFICE BUSINESS	5 MILK STREET LLC	\$ 2,561,900	\$ 2,690.00
029 B001001	37	SILVER ST	21:RETAIL SERVICES	WITT-T LLC	\$ 520,400	\$ 546.42
029 B002001	4	MILK ST	22:OFFICE BUSINESS	4 MILK MHR LLC	\$ 1,502,300	\$ 1,577.42
029 B003001	25	SILVER ST	25:PARKING LOTS	PORTLAND REGENCY INC	\$ 600,550	\$ 630.58
029 B004001	341	FORE ST	10:CONDOMINIUMS	JACKSON MICHAEL	\$ 140,700	\$ 147.74
029 B004002	341	FORE ST	10:CONDOMINIUMS	O'CONNOR DENNIS R III &	\$ 127,400	\$ 133.77
029 B004003	341	FORE ST	10:CONDOMINIUMS	ROSE JOHN &	\$ 146,800	\$ 154.14
029 B004004	341	FORE ST	10:CONDOMINIUMS	CHILDS DONNA W	\$ 140,700	\$ 147.74
029 B004005	341	FORE ST	10:CONDOMINIUMS	PENDERS JOHN F IV	\$ 128,600	\$ 135.03
029 B004006	341	FORE ST	10:CONDOMINIUMS	STEPHENSON CHRISTOPHER J	\$ 149,100	\$ 156.56
029 B004007	341	FORE ST	10:CONDOMINIUMS	ALAGIC SUAD	\$ 121,450	\$ 127.52
029 B004008	341	FORE ST	10:CONDOMINIUMS	DALTON JENNIFER L	\$ 129,900	\$ 136.40
029 B004009	341	FORE ST	10:CONDOMINIUMS	HAAPALA BRIAN R &	\$ 397,500	\$ 417.38
029 B004010	341	FORE ST	20:COMMERCIAL CONDO	BOOTHBY SQUARE PROPERTIES LLC	\$ 180,000	\$ 189.00
029 B004011	341	FORE ST	20:COMMERCIAL CONDO	BOOTHBY SQUARE PROPERTIES LLC	\$ 118,100	\$ 124.01
029 C001001	340	FORE ST	10:CONDOMINIUMS	ADB REATLY LLC	\$ 120,000	\$ 126.00
029 C001002	340	FORE ST	10:CONDOMINIUMS	HAYEK LEE-ANN COLLINS TRUSTEE	\$ 128,000	\$ 134.40
029 C001003	340	FORE ST	10:CONDOMINIUMS	207 INVESTS LLC	\$ 220,000	\$ 231.00
029 C001004	340	FORE ST	20:COMMERCIAL CONDO	ABD REALTY LLC	\$ 141,500	\$ 148.58
029 C001005	340	FORE ST	20:COMMERCIAL CONDO	ADB REALTY LLC	\$ 65,900	\$ 69.20
029 C002001	336	FORE ST	21:RETAIL SERVICES	DOCK FORE INC	\$ 348,000	\$ 365.40
029 C003001	334	FORE ST	21:RETAIL SERVICES	PORT CITY APARTMENTS	\$ 401,100	\$ 421.16
029 C005001	330	FORE ST	21:RETAIL SERVICES	J & R VENTURES LLC	\$ 445,700	\$ 467.99
029 C006001	3	GOLD ST	20:COMMERCIAL CONDO	GOLD STREET PROPERTIES LLC	\$ 157,000	\$ 164.85
029 C006002	1	GOLD ST	20:COMMERCIAL CONDO	ADNERB PROPERTIES LLC	\$ 154,800	\$ 162.54
029 C006003	320	FORE ST	20:COMMERCIAL CONDO	FORE STREET INVESTMENTS LLC	\$ 162,100	\$ 170.21
029 C006004	320	FORE ST	20:COMMERCIAL CONDO	FORE STREET INVESTMENTS LLC	\$ 167,700	\$ 176.09
029 C006005	320	FORE ST	20:COMMERCIAL CONDO	FORE STREET INVESTMENTS LLC	\$ 122,100	\$ 128.21
029 C006006	320	FORE ST	20:COMMERCIAL CONDO	FORE STREET INVESTMENTS LLC	\$ 138,200	\$ 145.11
029 C006007	320	FORE ST	20:COMMERCIAL CONDO	FORE STREET INVESTMENTS LLC	\$ 392,100	\$ 411.71
029 D001001	129	COMMERCIAL ST	21:RETAIL SERVICES	RSB LIMITED LIABILITY COMPANY	\$ 781,200	\$ 820.26
029 D002001	121	COMMERCIAL ST	22:OFFICE BUSINESS	MAD COW LLC	\$ 401,200	\$ 421.26
029 D003001	111	COMMERCIAL ST	22:OFFICE BUSINESS	BLANCHARD BLOCK LLC	\$ 1,773,500	\$ 1,862.18
029 E001001	130	MIDDLE ST	22:OFFICE BUSINESS	ELC LIMITED LIABILITY COMPANY	\$ 5,763,200	\$ 6,051.36
029 E006001	100	MIDDLE ST	22:OFFICE BUSINESS	ALBANY ROAD-PORTLAND LLC	\$ 17,438,600	\$ 18,310.53
029 E007001	291	FORE ST	21:RETAIL SERVICES	291 FORE STREET LLC	\$ 812,000	\$ 852.60
029 E009001	25	PEARL ST	27:MULTI-USE COMMERCIAL	25 PEARL MHR LLC	\$ 14,588,600	\$ 15,318.03
029 E012001	277	FORE ST	25:PARKING LOTS	287 FORE STREET LLC	\$ 321,580	\$ 337.66
029 E016001	31	PEARL ST	22:OFFICE BUSINESS	130 LIMITED LIABILITY COMPAMY	\$ 4,790,700	\$ 5,030.24
029 E019001	0	FRANKLIN ST	56:GOVERNMENTAL	CITY OF PORTLAND	\$ -	\$ -
029 E026001	100	MIDDLE ST	22:OFFICE BUSINESS	ALBANY ROAD-PORTLAND LLC	\$ 16,469,500	\$ 17,292.98
029 G001001	99	COMMERCIAL ST	56:GOVERNMENTAL	UNITED STATES	\$ -	\$ -
029 K001001	7	CUSTOM HOUSE ST	22:OFFICE BUSINESS	OLYMPIA EQUITY	\$ 5,902,300	\$ 6,197.42
029 K002001	288	FORE ST	21:RETAIL SERVICES	EAST BROWN COW LIMITED	\$ 1,103,000	\$ 1,158.15
029 K003001	57	COMMERCIAL ST	23:HOTEL & MOTEL	OLYMPIA EQUITY INVESTORS V LLC	\$ 10,717,000	\$ 11,252.85
029 K005001	280	FORE ST	22:OFFICE BUSINESS	BANGOR SAVINGS BANK	\$ 13,235,600	\$ 13,897.38
029 K006001	300	FORE ST	40:VACANT LAND	OLYMPIA EQUITY	\$ 497,800	\$ 522.69
029 K006002	300	FORE ST	55:LITERARY & SCIENTIFIC	COUNCIL INTERNATIONAL STUDY	\$ -	\$ -
029 K00601A	300	FORE ST	55:LITERARY & SCIENTIFIC	COUNCIL INTERNATIONAL STUDY	\$ -	\$ -
029 K00601B	300	FORE ST	55:LITERARY & SCIENTIFIC	CIEE INC	\$ -	\$ -
029 K0060B2	300	FORE ST	20:COMMERCIAL CONDO	OLYMPIA EQUITY	\$ 98,000	\$ 102.90
029 K0060B3	300	FORE ST	20:COMMERCIAL CONDO	OLYMPIA EQUITY	\$ 70,000	\$ 73.50
029 O001011	99	SILVER ST	10:CONDOMINIUMS	ARENSBERG LEE C TRUSTEE	\$ 120,400	\$ 126.42
029 O001012	99	SILVER ST	10:CONDOMINIUMS	TOZESKI DAVID P	\$ 111,350	\$ 116.92
029 O001013	99	SILVER ST	10:CONDOMINIUMS	HOLSTEIN ERIC B	\$ 121,100	\$ 127.16
029 O001021	99	SILVER ST	10:CONDOMINIUMS	THOMS DEBORAH L	\$ 108,850	\$ 114.29
029 O001023	99	SILVER ST	10:CONDOMINIUMS	ANYA ROSE LLC	\$ 140,200	\$ 147.21
029 O001024	99	SILVER ST	10:CONDOMINIUMS	ARNDT CHANNING P	\$ 114,700	\$ 120.44

PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ 1.05 Rate
029 0001025	99	SILVER ST	10:CONDOMINIUMS	LINCOLN STREET PROERTIES LLC	\$ 106,800	\$ 112.14
029 0001026	99	SILVER ST	10:CONDOMINIUMS	FISCHER CHRISTOPHER E	\$ 110,000	\$ 115.50
029 0001028	99	SILVER ST	10:CONDOMINIUMS	GOODMAN ISAAC D &	\$ 130,500	\$ 137.03
029 0001029	99	SILVER ST	10:CONDOMINIUMS	COUSINS DAVID A	\$ 127,900	\$ 134.30
029 0001031	99	SILVER ST	10:CONDOMINIUMS	JAMESON PAUL G &	\$ 123,800	\$ 129.99
029 0001032	99	SILVER ST	10:CONDOMINIUMS	BOROWSKI ROBERT E	\$ 125,500	\$ 131.78
029 0001033	99	SILVER ST	10:CONDOMINIUMS	ARTISTWANNABE LLC	\$ 125,500	\$ 131.78
029 0001034	99	SILVER ST	10:CONDOMINIUMS	BERG HENRY T TRUSTEE	\$ 125,500	\$ 131.78
029 0001035	99	SILVER ST	10:CONDOMINIUMS	HIGGINS HELENA C &	\$ 125,500	\$ 131.78
029 0001036	99	SILVER ST	10:CONDOMINIUMS	FINCH ANNIE &	\$ 117,900	\$ 123.80
029 0001037	99	SILVER ST	10:CONDOMINIUMS	KINSMAN JESSICA A	\$ 90,650	\$ 95.18
029 0001038	99	SILVER ST	10:CONDOMINIUMS	ZURKAN WILLIAM K	\$ 99,850	\$ 104.84
029 0001039	99	SILVER ST	10:CONDOMINIUMS	LEDUC SANDRA J & SOREL &	\$ 112,600	\$ 118.23
029 0001041	99	SILVER ST	10:CONDOMINIUMS	LINCOLN STREET PROPERTIES LLC	\$ 129,100	\$ 135.56
029 0001042	99	SILVER ST	10:CONDOMINIUMS	STEBBINS BRADY	\$ 129,100	\$ 135.56
029 0001043	99	SILVER ST	10:CONDOMINIUMS	BHANDARI AMEESH M &	\$ 138,400	\$ 145.32
029 0001044	99	SILVER ST	10:CONDOMINIUMS	LITTLEJOHN CLIFTON T	\$ 107,650	\$ 113.03
029 0001045	99	SILVER ST	10:CONDOMINIUMS	DG CONDO 4 LLC	\$ 125,500	\$ 131.78
029 0001046	99	SILVER ST	10:CONDOMINIUMS	VAN PEURSEM CORINNE M	\$ 125,500	\$ 131.78
029 0001047	99	SILVER ST	10:CONDOMINIUMS	KASSEL GRANT D	\$ 91,900	\$ 96.50
029 0001048	99	SILVER ST	10:CONDOMINIUMS	PEEL BRUCE H	\$ 102,700	\$ 107.84
029 0001049	99	SILVER ST	10:CONDOMINIUMS	CHISHOLM ADAM C	\$ 97,500	\$ 102.38
029 0001210	99	SILVER ST	10:CONDOMINIUMS	LINCOLN STREET PROPERTIES LLC	\$ 105,500	\$ 110.78
029 0001211	99	SILVER ST	10:CONDOMINIUMS	GINTER DAVID R	\$ 101,600	\$ 106.68
029 0001212	99	SILVER ST	10:CONDOMINIUMS	SILVER VICTORIA J	\$ 96,100	\$ 100.91
029 0001213	99	SILVER ST	10:CONDOMINIUMS	PROSSER JAMES G	\$ 105,600	\$ 110.88
029 0001310	99	SILVER ST	10:CONDOMINIUMS	HEALY ROBERT E &	\$ 115,100	\$ 120.86
029 0001410	99	SILVER ST	10:CONDOMINIUMS	SMITH GARY R &	\$ 124,000	\$ 130.20
029 0001501	99	SILVER ST	10:CONDOMINIUMS	KATZ JAMES &	\$ 389,600	\$ 409.08
029 0001502	99	SILVER ST	20:COMMERCIAL CONDO	PEAK 5 EQUITIES LLC	\$ 406,200	\$ 426.51
029 0001801	99	SILVER ST	10:CONDOMINIUMS	CHANDLER BENJAMIN P	\$ 100,000	\$ 105.00
029 0001802	99	SILVER ST	10:CONDOMINIUMS	JOHNSON BEN A	\$ 100,000	\$ 105.00
029 0002001	164	MIDDLE ST	21:RETAIL SERVICES	NDA 164 MIDDLE STREET LLC	\$ 1,535,100	\$ 1,611.86
029 0003001	43	MARKET ST	25:PARKING LOTS	PORTLAND REGENCY INC	\$ 285,520	\$ 299.80
029 0004001	11	MILK ST	25:PARKING LOTS	PORTLAND REGENCY INC	\$ 112,080	\$ 117.68
029 R001001	20	MILK ST	23:HOTEL & MOTEL	PORTLAND REGENCY INC	\$ 8,120,800	\$ 8,526.84
029 S001001	145	COMMERCIAL ST	22:OFFICE BUSINESS	FLEMING CREEK LLC ETALS	\$ 6,509,400	\$ 6,834.87
029 S002001	145	COMMERCIAL ST	56:GOVERNMENTAL	CITY OF PORTLAND	\$ -	\$ -
030 A005001	94	COMMERCIAL ST	21:RETAIL SERVICES	BMC INC	\$ 1,127,400	\$ 1,183.77
030 A101001	90	COMMERCIAL ST	21:RETAIL SERVICES	PROPRIETORS OF CUSTOM HOUSE	\$ 269,400	\$ 282.87
030 C001001	100	COMMERCIAL ST	27:MULTI-USE COMMERCIAL	SOLEY WHARF LLC	\$ 5,557,100	\$ 5,834.96
030 D001001	68	COMMERCIAL ST	22:OFFICE BUSINESS	MAINE WHARF LLC	\$ 4,041,100	\$ 4,243.16
030 D003001	70	COMMERCIAL ST	22:OFFICE BUSINESS	FLATBREAD WHARF LLC	\$ 1,857,800	\$ 1,950.69
030 D005001	84	COMMERCIAL ST	21:RETAIL SERVICES	84 COMMERCIAL STREET LLC	\$ 537,500	\$ 564.38
030 H001001	180	COMMERCIAL ST	27:MULTI-USE COMMERCIAL	DIMILLO ARLENE ETALS TRUSTEES	\$ 2,160,500	\$ 2,268.53
030 H004001	136	COMMERCIAL ST	24:WHOLESALE	CARROLL BLOCK LL	\$ 2,345,100	\$ 2,462.36
030 H011001	9	PORTLAND PIER	25:PARKING LOTS	CARROLL BLOCK LL	\$ 26,880	\$ 28.22
031 H001001	158	COMMERCIAL ST	25:PARKING LOTS	DIMILLO STEVEN ETALTRUSTEES	\$ 595,300	\$ 625.07
031 H003001	144	COMMERCIAL ST	25:PARKING LOTS	DIMILLO STEVEN ETAL TRUSTEES	\$ 567,800	\$ 596.19
031 H004001	164	COMMERCIAL ST	27:MULTI-USE COMMERCIAL	DIMILLO ARLENE ETALS TRUSTEES	\$ 1,014,800	\$ 1,065.54
031 J030001	184	COMMERCIAL ST	21:RETAIL SERVICES	GEF LLC	\$ 1,340,370	\$ 1,407.39
031 K103001	218	COMMERCIAL ST	25:PARKING LOTS	PROPRIETORS OF UNION WHARF	\$ 239,080	\$ 251.03
031 L034001	250	COMMERCIAL ST	31:MANUFACTURING	CM WATERFRONT PROPERTIES LLC	\$ 2,156,800	\$ 2,264.64
031 L038001	230	COMMERCIAL ST	25:PARKING LOTS	PROPRIETORS OF UNION WHARF	\$ 45,130	\$ 47.39
031 L135001	1	UNION WHARF	24:WHOLESALE	PROPRIETORS OF UNION WHARF	\$ 1,351,100	\$ 1,418.66
032 C001001	390	CONGRESS ST	23:HOTEL & MOTEL	PRESS HOTEL LLC	\$ 10,929,700	\$ 11,476.19
032 D001001	107	EXCHANGE ST	22:OFFICE BUSINESS	TOP OF EXCHANGE LLC	\$ 918,700	\$ 964.64
032 D002001	97	EXCHANGE ST	22:OFFICE BUSINESS	TOP OF EXCHANGE LLC	\$ 1,959,500	\$ 2,057.48
032 D003001	93	EXCHANGE ST	22:OFFICE BUSINESS	TOP OF EXCHANGE LLC	\$ 1,430,600	\$ 1,502.13
032 D004001	85	EXCHANGE ST	22:OFFICE BUSINESS	TOP OF EXCHANGE LLC	\$ 2,548,400	\$ 2,675.82
032 D005001	167	MIDDLE ST	58:LAND BANKS	CITY OF PORTLAND	\$ -	\$ -
032 E001001	57	EXCHANGE ST	22:OFFICE BUSINESS	57 EXCHANGE STREET LLC	\$ 2,906,700	\$ 3,052.04
032 E002001	53	EXCHANGE ST	21:RETAIL SERVICES	PALACCI JOSEPH A TRUSTEE	\$ 1,176,800	\$ 1,235.64
032 E004001	49	EXCHANGE ST	21:RETAIL SERVICES	PALACCI JOSEPH A TRUSTEE	\$ 567,400	\$ 595.77
032 E005001	45	EXCHANGE ST	22:OFFICE BUSINESS	45 EXCHANGE STREET LLC	\$ 2,130,900	\$ 2,237.45
032 E008001	39	EXCHANGE ST	22:OFFICE BUSINESS	PALACCI JOSEPH A TRUSTEE	\$ 949,600	\$ 997.08
032 E009001	31	EXCHANGE ST	21:RETAIL SERVICES	B & C LIMITED	\$ 1,027,000	\$ 1,078.35
032 F010001	46	MARKET ST	21:RETAIL SERVICES	MARKET MILK PARTNERS LLC	\$ 888,400	\$ 932.82
032 F001001	42	MARKET ST	21:RETAIL SERVICES	OCEAN BLOCK ASSOCIATES	\$ 809,900	\$ 850.40
032 F002001	36	MARKET ST	24:WHOLESALE	36 MARKET ST	\$ 661,600	\$ 694.68
032 F003001	30	MARKET ST	21:RETAIL SERVICES	E L C INC	\$ 511,600	\$ 537.18
032 F005001	363	FORE ST	22:OFFICE BUSINESS	ELEVEN EXCHANGE LLC	\$ 912,600	\$ 958.23
032 F007001	375	FORE ST	21:RETAIL SERVICES	ELEVEN EXCHANGE LLC	\$ 467,200	\$ 490.56
032 F008001	375	FORE ST	21:RETAIL SERVICES	ELEVEN EXCHANGE LLC	\$ 451,000	\$ 473.55
032 F009001	30	MILK ST	22:OFFICE BUSINESS	OCEAN BLOCK ASSOCIATES	\$ 1,313,700	\$ 1,379.39

PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ 1.05 Rate
032 F010001	9	EXCHANGE ST	21:RETAIL SERVICES	ELEVEN EXCHANGE LLC	\$ 1,421,700	\$ 1,492.79
032 F012001	5	EXCHANGE ST	21:RETAIL SERVICES	ELEVEN EXCHANGE LLC	\$ 619,500	\$ 650.48
032 F013001	379	FORE ST	22:OFFICE BUSINESS	ELEVEN EXCHANGE LLC	\$ 648,800	\$ 681.24
032 F014001	1	EXCHANGE ST	21:RETAIL SERVICES	ELEVEN EXCHANGE LLC	\$ 517,600	\$ 543.48
032 G001001	396	CONGRESS ST	22:OFFICE BUSINESS	PO SQUARE BUILDING LLC	\$ 9,329,900	\$ 9,796.40
032 H001001	110	EXCHANGE ST	22:OFFICE BUSINESS	ONETEN EXCHANGE LLC	\$ 1,216,300	\$ 1,277.12
032 H002001	106	EXCHANGE ST	21:RETAIL SERVICES	RICH BUILDING LLC	\$ 721,500	\$ 757.58
032 H003001	102	EXCHANGE ST	22:OFFICE BUSINESS	PALACCI JOSEPH	\$ 910,800	\$ 956.34
032 H004001	15	TEMPLE ST	56:GOVERNMENTAL	CITY OF PORTLAND	\$ -	\$ -
032 H005001	1	TEMPLE ST	56:GOVERNMENTAL	CITY OF PORTLAND	\$ -	\$ -
032 H005002	1	TEMPLE ST	22:OFFICE BUSINESS	11 TEMPLE MHR LLC	\$ 2,590,200	\$ 2,719.71
032 H006001	92	EXCHANGE ST	22:OFFICE BUSINESS	MAINESCAPE PROPERTIES LLC	\$ 568,300	\$ 596.72
032 H007001	88	EXCHANGE ST	27:MULTI-USE COMMERCIAL	RIVENDILL REAL ESTATE LLC	\$ 718,200	\$ 754.11
032 H008001	80	EXCHANGE ST	22:OFFICE BUSINESS	80 EXCHANGE LLC	\$ 1,992,100	\$ 2,091.71
032 H009001	70	EXCHANGE ST	58:LAND BANKS	CITY OF PORTLAND	\$ -	\$ -
032 H016001	183	MIDDLE ST	20:COMMERCIAL CONDO	Q STREET REAL ESTATE	\$ 683,900	\$ 718.10
032 H016002	183	MIDDLE ST	20:COMMERCIAL CONDO	Q STREET REAL ESTATE	\$ 549,700	\$ 577.19
032 H016003	183	MIDDLE ST	20:COMMERCIAL CONDO	Q STREET REAL ESTATE THIRD	\$ 549,700	\$ 577.19
032 H01604A	183	MIDDLE ST	20:COMMERCIAL CONDO	ITM REALTY II LLC	\$ 201,500	\$ 211.58
032 H01604B	183	MIDDLE ST	20:COMMERCIAL CONDO	ITM REALTY II LLC	\$ 291,340	\$ 305.91
032 H022001	193	MIDDLE ST	22:OFFICE BUSINESS	SAVI REALTY LLC	\$ 2,294,300	\$ 2,409.02
032 I001001	178	MIDDLE ST	22:OFFICE BUSINESS	MIDDLE STREET HOLDINGS LLC	\$ 1,963,200	\$ 2,061.36
032 I002001	52	EXCHANGE ST	21:RETAIL SERVICES	OLD PORT ARMS LLC	\$ 1,557,200	\$ 1,635.06
032 I006001	50	EXCHANGE ST	22:OFFICE BUSINESS	50 EXCHANGE LLC	\$ 593,000	\$ 622.65
032 I007001	0	CANAL PLAZA	27:MULTI-USE COMMERCIAL	COW PLAZA 1 LLC	\$ 381,300	\$ 400.37
032 I008001	44	EXCHANGE ST	21:RETAIL SERVICES	44 EXCHANGE STREET LLC	\$ 1,679,900	\$ 1,763.90
032 I010001	34	EXCHANGE ST	21:RETAIL SERVICES	PALACCI SION &	\$ 932,000	\$ 978.60
032 I011001	30	EXCHANGE ST	21:RETAIL SERVICES	MAINELAND REAL ESTATE	\$ 683,100	\$ 717.26
032 I012100	10	EXCHANGE ST	20:COMMERCIAL CONDO	10 EXCHANGE PROPERTIES LLC	\$ 1,323,700	\$ 1,389.89
032 I012200	10	EXCHANGE ST	20:COMMERCIAL CONDO	10 EXCHANGE PROPERTIES LLC	\$ 903,500	\$ 948.68
032 I012301	10	EXCHANGE ST	10:CONDOMINIUMS	PADULA FRANCIS P	\$ 253,400	\$ 266.07
032 I012302	10	EXCHANGE ST	10:CONDOMINIUMS	CURRAN JENNIFER A	\$ 241,100	\$ 253.16
032 I012303	10	EXCHANGE ST	10:CONDOMINIUMS	CULPOVICH ANDREW J &	\$ 116,800	\$ 122.64
032 I012304	10	EXCHANGE ST	10:CONDOMINIUMS	LETENDRE JESSICA	\$ 248,100	\$ 260.51
032 I012305	10	EXCHANGE ST	10:CONDOMINIUMS	DRISCOLL ROBERT &	\$ 170,600	\$ 179.13
032 I012306	10	EXCHANGE ST	10:CONDOMINIUMS	POMROY'S PORTLAND	\$ 262,900	\$ 276.05
032 I012307	10	EXCHANGE ST	10:CONDOMINIUMS	10 EXCHANGE STREET LLC	\$ 219,000	\$ 229.95
032 I012308	10	EXCHANGE ST	10:CONDOMINIUMS	EVANS SHERI CHRISTIENNE	\$ 259,000	\$ 271.95
032 I012309	10	EXCHANGE ST	10:CONDOMINIUMS	10 EXCHANGE STREET LLC	\$ 219,100	\$ 230.06
032 I012310	10	EXCHANGE ST	10:CONDOMINIUMS	FARIS JOSEPH ROBERT	\$ 255,400	\$ 268.17
032 I012311	10	EXCHANGE ST	10:CONDOMINIUMS	SOLEY CORP LLC	\$ 116,800	\$ 122.64
032 I012312	10	EXCHANGE ST	10:CONDOMINIUMS	LOMAC SABIN	\$ 277,000	\$ 290.85
032 I012313	10	EXCHANGE ST	10:CONDOMINIUMS	HANSON CARL F	\$ 255,900	\$ 268.70
032 I012314	10	EXCHANGE ST	10:CONDOMINIUMS	GORDON ABIGAIL	\$ 240,800	\$ 252.84
032 I012401	10	EXCHANGE ST	10:CONDOMINIUMS	NOLAN JENNIFER R &	\$ 292,100	\$ 306.71
032 I012402	10	EXCHANGE ST	10:CONDOMINIUMS	10-402 EXCHANGE STREET LLC	\$ 306,100	\$ 321.41
032 I012404	10	EXCHANGE ST	10:CONDOMINIUMS	10 EXCHANGE STREET LLC	\$ 269,800	\$ 283.29
032 I012405	10	EXCHANGE ST	10:CONDOMINIUMS	DOYLE KEVIN F &	\$ 168,000	\$ 176.40
032 I012406	10	EXCHANGE ST	10:CONDOMINIUMS	10 EXCHANGE STREET LLC	\$ 291,500	\$ 306.08
032 I012407	10	EXCHANGE ST	10:CONDOMINIUMS	10 EXCHANGE STREET LLC	\$ 255,500	\$ 268.28
032 I012408	10	EXCHANGE ST	10:CONDOMINIUMS	10 EXCHANGE STREET LLC	\$ 270,000	\$ 283.50
032 I012409	10	EXCHANGE ST	10:CONDOMINIUMS	10 EXCHANGE STREET LLC	\$ 284,400	\$ 298.62
032 I012410	10	EXCHANGE ST	10:CONDOMINIUMS	GIULIANTI NICHOLAS R	\$ 277,600	\$ 291.48
032 I012411	10	EXCHANGE ST	10:CONDOMINIUMS	10 EXCHANGE STREET LLC	\$ 240,800	\$ 252.84
032 I012412	10	EXCHANGE ST	10:CONDOMINIUMS	URBANER NICHOLAS P	\$ 197,100	\$ 206.96
032 I012413	10	EXCHANGE ST	10:CONDOMINIUMS	WHEELWRIGHT HENRY J TRUSTEE	\$ 278,900	\$ 292.85
032 I012414	10	EXCHANGE ST	10:CONDOMINIUMS	DEPALMS CHRISTOPHER R &	\$ 255,100	\$ 267.86
032 I018001	395	FORE ST	21:RETAIL SERVICES	395 FORE STREET LLC	\$ 912,300	\$ 957.92
032 I021001	182	MIDDLE ST	21:RETAIL SERVICES	MIDDLE STREET HOLDINGS LLC	\$ 3,508,600	\$ 3,684.03
032 I023001	3	CANAL PLAZA	22:OFFICE BUSINESS	COW PLAZA 3 LLC	\$ 7,027,400	\$ 7,378.77
032 I033001	2	CANAL PLAZA	22:OFFICE BUSINESS	COW PLAZA 2 LLC	\$ 4,650,300	\$ 4,882.82
032 I036001	1	CANAL PLAZA	22:OFFICE BUSINESS	COW PLAZA 1 LLC	\$ 15,976,800	\$ 16,775.64
032 I038001	182	MIDDLE ST	40:VACANT LAND	MIDDLE STREET HOLDINGS LLC	\$ 53,700	\$ 56.39
032 I039001	40	UNION ST	33:TRANSPORTATION	CENTRAL MAINE POWER CO	\$ 1,289,200	\$ 1,353.66
032 I040001	44	EXCHANGE ST	25:PARKING LOTS	KOWTOWER LLC	\$ 247,500	\$ 259.88
032 I041001	425	FORE ST	27:MULTI-USE COMMERCIAL	COW PLAZA GARAGE LLC	\$ 6,348,800	\$ 6,666.24
032 I041002	401	FORE ST	27:MULTI-USE COMMERCIAL	BANGOR SAVINGS BANK	\$ 85,000	\$ 89.25
032 I042001	433	FORE ST	23:HOTEL & MOTEL	COW PLAZA HOTEL LLC	\$ 11,786,100	\$ 12,375.41
032 I043001	45	UNION ST	25:PARKING LOTS	COW PLAZA 1 LLC	\$ 54,400	\$ 57.12
032 J001001	386	FORE ST	21:RETAIL SERVICES	386 FORE STREET LLC	\$ 1,197,900	\$ 1,257.80
032 J002001	392	FORE ST	21:RETAIL SERVICES	BEER GUYS LLC	\$ 864,600	\$ 907.83
032 J004001	396	FORE ST	20:COMMERCIAL CONDO	BEER GUYS LLC	\$ 166,400	\$ 174.72
032 J004002	396	FORE ST	20:COMMERCIAL CONDO	BEER GUYS LLC	\$ 180,300	\$ 189.32
032 J004003	396	FORE ST	10:CONDOMINIUMS	BEER GUYS LLC	\$ 228,300	\$ 239.72
032 J00400B	396	FORE ST	20:COMMERCIAL CONDO	BEER GUYS LLC	\$ 151,600	\$ 159.18

PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ 1.05 Rate
032 J005001	398	FORE ST	20:COMMERCIAL CONDO	FORE STREET PARTNERSHIP	\$ 375,100	\$ 393.86
032 J005002	398	FORE ST	20:COMMERCIAL CONDO	FORE STREET PROPERTIES	\$ 300,000	\$ 315.00
032 J005003	398	FORE ST	20:COMMERCIAL CONDO	INGALLS ROGER E	\$ 271,600	\$ 285.18
032 J005004	398	FORE ST	20:COMMERCIAL CONDO	INGALLS ROGER E	\$ 271,600	\$ 285.18
032 K001001	2	MONUMENT SQ	22:OFFICE BUSINESS	800 NORTHERN CORP	\$ 15,107,800	\$ 15,863.19
032 K012001	1	MONUMENT SQ	22:OFFICE BUSINESS	FINARD MURRAY W TR	\$ 13,301,000	\$ 13,966.05
032 L001001	234	FEDERAL ST W	56:GOVERNMENTAL	CITY OF PORTLAND	\$ -	\$ -
032 L002001	1	CITY CTR	22:OFFICE BUSINESS	ONE CITY CENTER ASSOCIATES LLC	\$ 29,070,000	\$ 30,523.50
032 N009001	414	FORE ST	21:RETAIL SERVICES	GOULD COMPANY LLC	\$ 601,300	\$ 631.37
032 N010001	416	FORE ST	21:RETAIL SERVICES	416 FORE STREET LLC	\$ 845,300	\$ 887.57
032 N011001	422	FORE ST	21:RETAIL SERVICES	HARDING RICHARD B ETAL	\$ 450,400	\$ 472.92
032 N012001	424	FORE ST	21:RETAIL SERVICES	SOLETSKY LIMITED LIABILITY CO	\$ 828,700	\$ 870.14
032 P001001	2	CITY CTR	22:OFFICE BUSINESS	TWO CITY CENTER LLC	\$ 3,327,900	\$ 3,494.30
032 P003001	4	CITY CTR	21:RETAIL SERVICES	WIRELESS PARTNERS II LLC ETAL	\$ 1,010,400	\$ 1,060.92
032 P004001	6	CITY CTR	20:COMMERCIAL CONDO	SIX CITY CENTER LLC	\$ 2,088,600	\$ 2,193.03
032 P004002	6	CITY CTR	20:COMMERCIAL CONDO	H & A PROPERTY GROUP LLC	\$ 368,000	\$ 386.40
032 P005001	0	SPRING ST ARTERIAL	56:GOVERNMENTAL	CITY OF PORTLAND	\$ -	\$ -
032 P017001	10	CITY CTR	22:OFFICE BUSINESS	MINA BUILDING LLC	\$ 977,400	\$ 1,026.27
032 R001001	428	FORE ST	21:RETAIL SERVICES	428 FORE STREET LLC	\$ 756,200	\$ 794.01
032 R003001	432	FORE ST	21:RETAIL SERVICES	TERRAPIN PROPERTIES LLC	\$ 430,000	\$ 451.50
032 R004001	434	FORE ST	21:RETAIL SERVICES	TERRAPIN PROPERTIES LLC	\$ 493,300	\$ 517.97
032 R007001	436	FORE ST	21:RETAIL SERVICES	FORE STREET PARTNERS LLC	\$ 1,326,200	\$ 1,392.51
032 R008001	446	FORE ST	21:RETAIL SERVICES	ORANGE CRUSH LLC	\$ 1,000,500	\$ 1,050.53
032 S001001	366	FORE ST	21:RETAIL SERVICES	MCGEE CHARLES T &	\$ 2,321,400	\$ 2,437.47
032 S003001	7	MOULTON ST	21:RETAIL SERVICES	7-9 MOULTON LLC	\$ 283,300	\$ 297.47
032 S004001	161	COMMERCIAL ST	21:RETAIL SERVICES	ROB DOG REALTY LLC	\$ 1,265,900	\$ 1,329.20
032 S005001	5	MOULTON ST	22:OFFICE BUSINESS	MOULTON STREET REALTY LLC	\$ 1,924,200	\$ 2,020.41
032 T004001	4	MOULTON ST	21:RETAIL SERVICES	ADRIENNE-JANE INCORPORATED	\$ 3,521,700	\$ 3,697.79
032 U003001	185	COMMERCIAL ST	25:PARKING LOTS	COMPARK LLC	\$ 217,280	\$ 228.14
032 U004001	1	DANA ST	22:OFFICE BUSINESS	ONE DANA LLC	\$ 902,700	\$ 947.84
032 U005001	7	DANA ST	21:RETAIL SERVICES	TRANSMARINE	\$ 665,700	\$ 698.99
032 V001001	10	DANA ST	21:RETAIL SERVICES	10 DANA STREET LLC	\$ 1,254,500	\$ 1,317.23
032 V002001	205	COMMERCIAL ST	21:RETAIL SERVICES	LANDFALL LLC	\$ 695,800	\$ 730.59
032 V004001	211	COMMERCIAL ST	22:OFFICE BUSINESS	GRANITE FACE LLC	\$ 2,205,900	\$ 2,316.20
032 V005001	217	COMMERCIAL ST	22:OFFICE BUSINESS	CHASE BLOCK LLC	\$ 2,637,500	\$ 2,769.38
032 V008001	225	COMMERCIAL ST	24:WHOLESALE	225 COMMERCIAL ST ASSOC INC	\$ 2,043,400	\$ 2,145.57
032 V012001	1	UNION ST	22:OFFICE BUSINESS	237 COMMERCIAL STREET LLC	\$ 1,717,000	\$ 1,802.85
032 V014001	50	WHARF ST	21:RETAIL SERVICES	DEERING AVE ASSOCIATES INC &	\$ 802,600	\$ 842.73
032 V015001	42	WHARF ST	24:WHOLESALE	DEERING AVE ASSOCIATES INC &	\$ 381,200	\$ 400.26
032 V016001	34	WHARF ST	21:RETAIL SERVICES	10 DANA STREET LLC	\$ 369,600	\$ 388.08
037 A001001	45	FOREST AVE	33:TRANSPORTATION	NORTHERN NEW ENGLAND	\$ 10,420,800	\$ 10,941.84
037 A009001	104	OAK ST	17:21 PLUS FAMILY	PARK STREET PROPERTY LLC	\$ 1,346,600	\$ 1,413.93
037 A011001	92	OAK ST	22:OFFICE BUSINESS	84 OAK STREET LLC	\$ 367,000	\$ 385.35
037 A012001	39	FOREST AVE	22:OFFICE BUSINESS	39 LLC	\$ 2,957,100	\$ 3,104.96
037 A022001	25	FOREST AVE	21:RETAIL SERVICES	PORTLAND STAGE COMPANY	\$ 822,900	\$ 864.05
037 A023001	84	OAK ST	25:PARKING LOTS	84 OAK STREET LLC	\$ 341,500	\$ 358.58
037 A033001	11	FOREST AVE	25:PARKING LOTS	PACHIOS BROTHERS I LLC &	\$ 499,480	\$ 524.45
037 A035001	72	OAK ST	17:21 PLUS FAMILY	AVESTA OAK STREET LP	\$ 2,196,400	\$ 2,306.22
037 A038001	565	CONGRESS ST	21:RETAIL SERVICES	PACHIOS BROTHERS I LLC &	\$ 1,821,300	\$ 1,912.37
037 A042001	559	CONGRESS ST	27:MULTI-USE COMMERCIAL	HER LLC	\$ 287,700	\$ 302.09
037 A043001	555	CONGRESS ST	21:RETAIL SERVICES	CORRYMORE ZELLERTON LLI	\$ 355,600	\$ 373.38
037 A044001	553	CONGRESS ST	21:RETAIL SERVICES	ROCCO HOLDINGS LLC	\$ 325,100	\$ 341.36
037 A045001	575	CONGRESS ST	21:RETAIL SERVICES	571 ENTERPRISES LLC	\$ 402,200	\$ 422.31
037 A046001	7	FOREST AVE	22:OFFICE BUSINESS	D & D PARTNERS LLC	\$ 372,500	\$ 391.13
037 B001001	380	CUMBERLAND AVE	22:OFFICE BUSINESS	SWEETWATER PARTNERS LLC	\$ 1,807,000	\$ 1,897.35
037 B013001	95	OAK ST	25:PARKING LOTS	NORTHERN NEW ENGLAND	\$ 209,880	\$ 220.37
037 B014001	15	SHEPLEY ST	55:LITERARY & SCIENTIFIC	MAINE COLLEGE OF ART	\$ -	\$ -
037 B015001	11	SHEPLEY ST	17:21 PLUS FAMILY	11 SHEPLEY STREET	\$ 1,855,300	\$ 1,948.07
037 C001001	0	SHEPLEY ST	25:PARKING LOTS	CITY OAK LLC	\$ 322,700	\$ 338.84
037 C004001	0	SHEPLEY ST	25:PARKING LOTS	CITY OAK LLC	\$ 204,630	\$ 214.86
037 C006001	18	CASCO ST	17:21 PLUS FAMILY	SHEPLEY LLC	\$ 2,629,600	\$ 2,761.08
037 C008001	83	OAK ST	25:PARKING LOTS	HEGA REALTY LLC	\$ 338,940	\$ 355.89
037 C010001	16	CASCO ST	22:OFFICE BUSINESS	SOMALUZO LLC	\$ 740,700	\$ 777.74
037 C014100	531	CONGRESS ST	20:COMMERCIAL CONDO	HEGA REALTY LLC	\$ 1,388,800	\$ 1,458.24
037 C014200	531	CONGRESS ST	20:COMMERCIAL CONDO	HEGA REALTY LLC	\$ 2,068,100	\$ 2,171.51
037 C014300	531	CONGRESS ST	20:COMMERCIAL CONDO	HEGA REALTY LLC	\$ 1,639,100	\$ 1,721.06
037 C014400	531	CONGRESS ST	20:COMMERCIAL CONDO	HEGA REALTY LLC	\$ 1,753,700	\$ 1,841.39
037 C014501	531	CONGRESS ST	10:CONDOMINIUMS	WILLIAMS DEBORAH J &	\$ 433,300	\$ 454.97
037 C014502	531	CONGRESS ST	10:CONDOMINIUMS	HEGA REALTY LLC	\$ 336,500	\$ 353.33
037 C014503	531	CONGRESS ST	10:CONDOMINIUMS	SHOREY LINDA J &	\$ 491,400	\$ 515.97
037 C014504	531	CONGRESS ST	10:CONDOMINIUMS	HEGA REALTY LLC	\$ 806,600	\$ 846.93
037 C014505	531	CONGRESS ST	10:CONDOMINIUMS	WALBRIDGE HOYT &	\$ 601,500	\$ 631.58
037 C014506	531	CONGRESS ST	10:CONDOMINIUMS	HEGA REALTY LLC	\$ 396,800	\$ 416.64
037 C014507	531	CONGRESS ST	10:CONDOMINIUMS	HEGA REALTY LLC	\$ 397,600	\$ 417.48
037 C014508	531	CONGRESS ST	10:CONDOMINIUMS	HEGA REALTY LLC	\$ 539,500	\$ 566.48

PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ 1.05 Rate
037 C014509	531	CONGRESS ST	10:CONDOMINIUMS	HEGA REALTY LLC	\$ 310,900	\$ 326.45
037 C014510	531	CONGRESS ST	10:CONDOMINIUMS	SEASIDE PARTNERS LLC	\$ 439,600	\$ 461.58
037 C016001	551	CONGRESS ST	21:RETAIL SERVICES	BENTLEY BUILDING LLC	\$ 857,600	\$ 900.48
037 C017006	547	CONGRESS ST	10:CONDOMINIUMS	BLISSFUL BOUND LLC	\$ 638,000	\$ 669.90
037 C01701A	547	CONGRESS ST	20:COMMERCIAL CONDO	R & J 545 PARTNERS LLC	\$ 142,800	\$ 149.94
037 C01701B	547	CONGRESS ST	20:COMMERCIAL CONDO	R & J 545 PARTNERS LLC	\$ 150,900	\$ 158.45
037 C01701C	547	CONGRESS ST	20:COMMERCIAL CONDO	R & J 545 PARTNERS LLC	\$ 161,700	\$ 169.79
037 C01702A	547	CONGRESS ST	10:CONDOMINIUMS	HENAUPT DOUGLAS S &	\$ 132,100	\$ 138.71
037 C01702B	547	CONGRESS ST	10:CONDOMINIUMS	SCULLY JOHN M	\$ 123,900	\$ 130.10
037 C01702C	547	CONGRESS ST	10:CONDOMINIUMS	FRIEL MATTHEW R	\$ 155,500	\$ 163.28
037 C01702D	547	CONGRESS ST	10:CONDOMINIUMS	WHEELER-BERTA FRANCES H TRUSTEE	\$ 204,700	\$ 214.94
037 C01702E	547	CONGRESS ST	10:CONDOMINIUMS	MONTMINY SHANE A	\$ 124,250	\$ 130.46
037 C01703A	547	CONGRESS ST	10:CONDOMINIUMS	YANG DAVID I	\$ 182,450	\$ 191.57
037 C01703B	547	CONGRESS ST	10:CONDOMINIUMS	FOREMAN BROCK &	\$ 194,400	\$ 204.12
037 C01703C	547	CONGRESS ST	10:CONDOMINIUMS	PACKARD JEFFREY G &	\$ 247,550	\$ 259.93
037 C01704A	547	CONGRESS ST	10:CONDOMINIUMS	FITZPATRICK SUSAN E	\$ 188,650	\$ 198.08
037 C01704B	547	CONGRESS ST	10:CONDOMINIUMS	GRANO ROBERT C TRUSTEE	\$ 160,200	\$ 168.21
037 C01704C	547	CONGRESS ST	10:CONDOMINIUMS	TYSON BRUCE &	\$ 270,800	\$ 284.34
037 C01705A	547	CONGRESS ST	10:CONDOMINIUMS	HENRY MICHAEL T &	\$ 592,400	\$ 622.02
037 C01705B	547	CONGRESS ST	10:CONDOMINIUMS	BLISSFUL BOUND LLC	\$ 254,100	\$ 266.81
037 D001001	45	CASCO ST	21:RETAIL SERVICES	FORTY FIVE CASCO STREET LLC	\$ 730,100	\$ 766.61
037 D002001	511	CONGRESS ST	22:OFFICE BUSINESS	OCEAN GATE LLC	\$ 9,511,500	\$ 9,987.08
037 D003001	360	CUMBERLAND AVE	27:MULTI-USE COMMERCIAL	STARK INDUSTRIES LLC	\$ 465,800	\$ 489.09
037 D004001	48	BROWN ST	27:MULTI-USE COMMERCIAL	OCEAN GATE LLC	\$ 4,196,500	\$ 4,406.33
037 D007001	37	CASCO ST	17:21 PLUS FAMILY	AMBASSADOR LLC	\$ 3,345,800	\$ 3,513.09
037 D023001	15	CASCO ST	22:OFFICE BUSINESS	15 CASCO STREET LLC	\$ 973,000	\$ 1,021.65
037 D024001	519	CONGRESS ST	21:RETAIL SERVICES	MAINE CHARITABLE MECHANIC	\$ 459,000	\$ 481.95
037 E001001	595	CONGRESS ST	58:LAND BANKS	CITY OF PORTLAND	\$ -	\$ -
037 E002001	585	CONGRESS ST	20:COMMERCIAL CONDO	HAMMOND HEIRS LLC	\$ 60,900	\$ 63.95
037 E002002	585	CONGRESS ST	20:COMMERCIAL CONDO	HAMMOND HEIRS LLC	\$ 132,100	\$ 138.71
037 E002003	585	CONGRESS ST	20:COMMERCIAL CONDO	PAUL'S BOUTIQUE LLC	\$ 589,300	\$ 618.77
037 E002004	585	CONGRESS ST	20:COMMERCIAL CONDO	HAMMOND HEIRS LLC	\$ 768,100	\$ 806.51
037 E003001	10	CONGRESS SQ	27:MULTI-USE COMMERCIAL	PLAZA ASSOCIATES AT CONGRESS	\$ 10,029,900	\$ 10,531.40
037 E004001	28	FOREST AVE	25:PARKING LOTS	PLAZA ASSOCIATES AT CONGRESS	\$ 197,750	\$ 207.64
037 E005001	32	FOREST AVE	40:VACANT LAND	RB PORTLAND LLC	\$ 162,900	\$ 171.05
037 E005002	32	FOREST AVE	25:PARKING LOTS	PLAZA ASSOCIATES AT CONGRESS	\$ 175,560	\$ 184.34
037 E006001	173	HIGH ST	27:MULTI-USE COMMERCIAL	420 CUMBERLAND AVE LLC	\$ 879,800	\$ 923.79
037 E006002	173	HIGH ST	27:MULTI-USE COMMERCIAL	420 CUMBERLAND AVE LLC	\$ 586,800	\$ 616.14
037 E006003	173	HIGH ST	27:MULTI-USE COMMERCIAL	420 CUMBERLAND AVE LLC	\$ 967,700	\$ 1,016.09
037 E006004	173	HIGH ST	20:COMMERCIAL CONDO	LUDWIG ROBERT C	\$ 992,600	\$ 1,042.23
037 E006005	173	HIGH ST	20:COMMERCIAL CONDO	CAPITAL AREA PROPERTIES LLC	\$ 375,100	\$ 393.86
037 E006006	173	HIGH ST	20:COMMERCIAL CONDO	HOPE GATEWAY UNITED	\$ 385,000	\$ 404.25
037 E006007	173	HIGH ST	20:COMMERCIAL CONDO	177 HIGH LLC	\$ 456,700	\$ 479.54
037 E006008	173	HIGH ST	20:COMMERCIAL CONDO	6 EAST OXFORD ST LLC	\$ 208,100	\$ 218.51
037 E006009	173	HIGH ST	20:COMMERCIAL CONDO	181 HIGH STREET LLC	\$ 8,309,400	\$ 8,724.87
037 E006010	173	HIGH ST	10:CONDOMINIUMS	CML LLC	\$ 9,900	\$ 10.40
037 E006011	173	HIGH ST	10:CONDOMINIUMS	CML LLC	\$ 9,900	\$ 10.40
037 E006012	173	HIGH ST	10:CONDOMINIUMS	CML LLC	\$ 9,900	\$ 10.40
037 E006013	173	HIGH ST	10:CONDOMINIUMS	CML LLC	\$ 9,900	\$ 10.40
037 E006014	173	HIGH ST	10:CONDOMINIUMS	CML LLC	\$ 9,900	\$ 10.40
037 E006015	173	HIGH ST	10:CONDOMINIUMS	CML LLC	\$ 9,900	\$ 10.40
037 E006016	173	HIGH ST	10:CONDOMINIUMS	CML LLC	\$ 9,900	\$ 10.40
037 E006017	173	HIGH ST	10:CONDOMINIUMS	CML LLC	\$ 9,900	\$ 10.40
037 E006018	173	HIGH ST	10:CONDOMINIUMS	CML LLC	\$ 9,900	\$ 10.40
037 E006019	173	HIGH ST	10:CONDOMINIUMS	CML LLC	\$ 9,900	\$ 10.40
037 E006020	173	HIGH ST	10:CONDOMINIUMS	420 CUMBERLAND AVE LLC	\$ 9,900	\$ 10.40
037 E006021	173	HIGH ST	10:CONDOMINIUMS	420 CUMBERLAND AVE LLC	\$ 9,900	\$ 10.40
037 E006022	173	HIGH ST	10:CONDOMINIUMS	420 CUMBERLAND AVE LLC	\$ 9,900	\$ 10.40
037 E006023	173	HIGH ST	10:CONDOMINIUMS	420 CUMBERLAND AVE LLC	\$ 9,900	\$ 10.40
037 E006024	173	HIGH ST	10:CONDOMINIUMS	420 CUMBERLAND AVE LLC	\$ 9,900	\$ 10.40
037 E006025	173	HIGH ST	10:CONDOMINIUMS	CAPITAL AREA PROPERTIES LLC	\$ 9,900	\$ 10.40
037 E006026	173	HIGH ST	10:CONDOMINIUMS	CAPITAL AREA PROPERTIES LLC	\$ 9,900	\$ 10.40
037 E006027	173	HIGH ST	10:CONDOMINIUMS	LUDWIG ROBERT C &	\$ 9,900	\$ 10.40
037 E006028	173	HIGH ST	10:CONDOMINIUMS	LUDWIG ROBERT C &	\$ 9,900	\$ 10.40
037 E006029	173	HIGH ST	10:CONDOMINIUMS	LUDWIG ROBERT C &	\$ 9,900	\$ 10.40
037 E006030	173	HIGH ST	10:CONDOMINIUMS	LUDWIG ROBERT C &	\$ 9,900	\$ 10.40
037 E006031	173	HIGH ST	10:CONDOMINIUMS	420 CUMBERLAND AVE LLC	\$ 9,900	\$ 10.40
037 E006032	173	HIGH ST	10:CONDOMINIUMS	420 CUMBERLAND AVE LLC	\$ 9,900	\$ 10.40
037 E006033	173	HIGH ST	10:CONDOMINIUMS	420 CUMBERLAND AVE LLC	\$ 9,900	\$ 10.40
037 E006034	173	HIGH ST	10:CONDOMINIUMS	420 CUMBERLAND AVE LLC	\$ 9,900	\$ 10.40
037 E006035	173	HIGH ST	10:CONDOMINIUMS	420 CUMBERLAND AVE LLC	\$ 9,900	\$ 10.40
037 E006036	173	HIGH ST	10:CONDOMINIUMS	LUDWIG ROBERT C	\$ 9,900	\$ 10.40
037 E006037	173	HIGH ST	10:CONDOMINIUMS	LUDWIG ROBERT C	\$ 9,900	\$ 10.40
037 E006038	173	HIGH ST	10:CONDOMINIUMS	420 CUMBERLAND AVE LLC	\$ 9,900	\$ 10.40
037 E006039	173	HIGH ST	10:CONDOMINIUMS	177 HIGH LLC	\$ 9,900	\$ 10.40

PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ 1.05 Rate
037 E006040	173	HIGH ST	10:CONDOMINIUMS	177 HIGH LLC	\$ 9,900	\$ 10.40
037 E006041	173	HIGH ST	10:CONDOMINIUMS	LUDWIG ROBERT C 8	\$ 9,900	\$ 10.40
037 E006042	173	HIGH ST	10:CONDOMINIUMS	LUDWIG ROBERT C 8	\$ 9,900	\$ 10.40
037 E007001	157	HIGH ST	23:HOTEL & MOTEL	RB PORTLAND LLC	\$ 30,607,400	\$ 32,137.77
037 F002001	45	BROWN ST	27:MULTI-USE COMMERCIAL	BROWN TOWER LLC	\$ 8,497,600	\$ 8,922.48
037 F005001	28	PREBLE ST	27:MULTI-USE COMMERCIAL	EARL APARTMENTS LLC	\$ 2,442,400	\$ 2,564.52
037 F007001	24	PREBLE ST	22:OFFICE BUSINESS	24 PREBLE STREET PROPERTIES LLC	\$ 1,325,500	\$ 1,391.78
037 F009001	338	CUMBERLAND AVE	32:WAREHOUSE & STORAGE	SWEETWATER PARTNERS LLC	\$ 1,822,700	\$ 1,913.84
037 F012001	41	BROWN ST	55:LITERARY & SCIENTIFIC	MHS INC	\$ -	\$ -
037 F014001	483	CONGRESS ST	54:BENEVOLENT & CHARITABL	MAINE HISTORICAL SOCIETY	\$ -	\$ -
037 F017001	489	CONGRESS ST	55:LITERARY & SCIENTIFIC	MHS INC	\$ -	\$ -
037 F020001	38	PREBLE ST	54:BENEVOLENT & CHARITABL	PREBLE STREET	\$ -	\$ -
037 F022001	477	CONGRESS ST	27:MULTI-USE COMMERCIAL	TT MAINE VENTURE LLC	\$ 4,524,500	\$ 4,750.73
037 G001001	594	CONGRESS ST	21:RETAIL SERVICES	HIGH POINT REALTY LLC	\$ 802,600	\$ 842.73
037 G004001	582	CONGRESS ST	21:RETAIL SERVICES	CORNER FREAK LLC	\$ 392,700	\$ 412.34
037 G005001	580	CONGRESS ST	21:RETAIL SERVICES	BBB INC	\$ 653,900	\$ 686.60
037 G006001	578	CONGRESS ST	27:MULTI-USE COMMERCIAL	578 CONGRESS LLC	\$ 219,400	\$ 230.37
037 G007001	576	CONGRESS ST	27:MULTI-USE COMMERCIAL	576 CONGRESS LLC	\$ 185,800	\$ 195.09
037 G008001	574	CONGRESS ST	27:MULTI-USE COMMERCIAL	576 CONGRESS LLC	\$ 191,800	\$ 201.39
037 G009001	570	CONGRESS ST	22:OFFICE BUSINESS	PRIDE RALPH H TRUSTEE	\$ 542,700	\$ 569.84
037 G010001	133	FREE ST	27:MULTI-USE COMMERCIAL	HUBBARD'S APTS INC	\$ 532,700	\$ 559.34
037 G012001	584	CONGRESS ST	21:RETAIL SERVICES	CORNER FREAK LLC	\$ 137,000	\$ 143.85
037 G014001	562	CONGRESS ST	22:OFFICE BUSINESS	TERBAX REALTY INC	\$ 5,500,000	\$ 5,775.00
037 H001001	550	CONGRESS ST	27:MULTI-USE COMMERCIAL	550 CONGRESS STREET LLC	\$ 480,400	\$ 504.42
037 H002001	540	CONGRESS ST	55:LITERARY & SCIENTIFIC	MAINE COLLEGE OF ART	\$ -	\$ -
037 H002002	540	CONGRESS ST	20:COMMERCIAL CONDO'S	540 CONGRESS STREET LLC	\$ 2,152,700	\$ 2,260.34
037 H002003	540	CONGRESS ST	10:CONDOMINIUMS	540 CONGRESS STREET LLC	\$ 142,900	\$ 150.05
037 H002004	540	CONGRESS ST	10:CONDOMINIUMS	540 CONGRESS STREET LLC	\$ 145,400	\$ 152.67
037 H002005	540	CONGRESS ST	10:CONDOMINIUMS	540 CONGRESS STREET LLC	\$ 142,900	\$ 150.05
037 H002006	540	CONGRESS ST	10:CONDOMINIUMS	540 CONGRESS STREET LLC	\$ 160,700	\$ 168.74
037 H005001	536	CONGRESS ST	54:BENEVOLENT & CHARITABL	SPACE GALLERY	\$ -	\$ -
037 H005003	536	CONGRESS ST	20:COMMERCIAL CONDO'S	SPACE GALLERY	\$ 422,600	\$ 443.73
037 H006001	522	CONGRESS ST	55:LITERARY & SCIENTIFIC	MAINE COLLEGE OF ART	\$ -	\$ -
037 H009001	516	CONGRESS ST	21:RETAIL SERVICES	PACHIOS BROTHERS II LLC	\$ 834,200	\$ 875.91
037 H010001	510	CONGRESS ST	21:RETAIL SERVICES	CENTER CITY PLAZA ASSOC	\$ 3,762,600	\$ 3,950.73
037 H011001	500	CONGRESS ST	20:COMMERCIAL CONDO'S	MATERIAL OBJECTS	\$ 177,800	\$ 186.69
037 H011002	500	CONGRESS ST	20:COMMERCIAL CONDO'S	500 CONGRESS TOP FLOOR LLC	\$ 188,600	\$ 198.03
037 H013001	504	CONGRESS ST	21:RETAIL SERVICES	KAPLAN 504 LLC	\$ 1,176,200	\$ 1,235.01
037 H014001	51	OAK ST	20:COMMERCIAL CONDO'S	MAINE COLLEGE OF ART	\$ 155,430	\$ 163.20
037 H014002	51	OAK ST	55:LITERARY & SCIENTIFIC	MAINE COLLEGE OF ART	\$ -	\$ -
037 H014003	51	OAK ST	20:COMMERCIAL CONDO'S	MAINE COLLEGE OF ART	\$ 159,130	\$ 167.09
037 H014004	51	OAK ST	55:LITERARY & SCIENTIFIC	MAINE COLLEGE OF ART	\$ -	\$ -
037 H014005	51	OAK ST	20:COMMERCIAL CONDO'S	MAINE COLLEGE OF ART	\$ 116,560	\$ 122.39
037 H025001	57	OAK ST	21:RETAIL SERVICES	NEKOIE BAHMAN &	\$ 77,300	\$ 81.17
037 I001001	498	CONGRESS ST	21:RETAIL SERVICES	BEAVER BLOCK LLC	\$ 648,500	\$ 680.93
037 I002101	490	CONGRESS ST	20:COMMERCIAL CONDO'S	GRACE LLC	\$ 232,600	\$ 244.23
037 I002102	492	CONGRESS ST	20:COMMERCIAL CONDO'S	MZ-KIMBALL COURT LLC	\$ 284,900	\$ 299.15
037 I002103	15	BROWN ST	20:COMMERCIAL CONDO'S	THE DOROTHEA &	\$ 131,900	\$ 138.50
037 I002104	15	BROWN ST	10:CONDOMINIUMS	O'SULLIVAN MICHAEL &	\$ 242,400	\$ 254.52
037 I002105	15	BROWN ST	10:CONDOMINIUMS	ADLER JANICE B	\$ 215,950	\$ 226.75
037 I002201	15	BROWN ST	10:CONDOMINIUMS	PYE JOHN F &	\$ 201,800	\$ 211.89
037 I002202	15	BROWN ST	10:CONDOMINIUMS	SAUCEDO CHRISTIAN MANUEL	\$ 199,100	\$ 209.06
037 I002203	15	BROWN ST	10:CONDOMINIUMS	HAVEY BENJAMIN M	\$ 267,000	\$ 280.35
037 I002204	15	BROWN ST	10:CONDOMINIUMS	SINGER ROBERT B TRUSTEE	\$ 185,100	\$ 194.36
037 I002205	15	BROWN ST	10:CONDOMINIUMS	207 INVESTS I LLC	\$ 229,300	\$ 240.77
037 I002206	15	BROWN ST	10:CONDOMINIUMS	MCILVAIN JOHN &	\$ 153,600	\$ 161.28
037 I002207	15	BROWN ST	10:CONDOMINIUMS	SOULE GEORGE &	\$ 141,150	\$ 148.21
037 I002208	15	BROWN ST	10:CONDOMINIUMS	DOCTOROFF MARK G	\$ 311,800	\$ 327.39
037 I002301	15	BROWN ST	10:CONDOMINIUMS	BERZON TODD S	\$ 189,800	\$ 199.29
037 I002302	15	BROWN ST	10:CONDOMINIUMS	ANDREOLI HELEN L	\$ 209,300	\$ 219.77
037 I002303	15	BROWN ST	10:CONDOMINIUMS	BAUMAN PATRICIA J TRUSTEE	\$ 270,300	\$ 283.82
037 I002304	15	BROWN ST	10:CONDOMINIUMS	MOORE BRIAN D	\$ 224,100	\$ 235.31
037 I002305	15	BROWN ST	10:CONDOMINIUMS	COFFIN KATHLEEN M	\$ 205,900	\$ 216.20
037 I002306	15	BROWN ST	10:CONDOMINIUMS	HUNT RYAN ETAL	\$ 246,400	\$ 258.72
037 I002307	15	BROWN ST	10:CONDOMINIUMS	DOCTOROFF MARK G	\$ 283,100	\$ 297.26
037 I002401	15	BROWN ST	10:CONDOMINIUMS	KIM PAUL ETAL JTS	\$ 351,900	\$ 369.50
037 I002402	15	BROWN ST	10:CONDOMINIUMS	JONES RUSSELL J	\$ 347,900	\$ 365.30
037 I002403	15	BROWN ST	10:CONDOMINIUMS	LANGDON DARBY TRUSTEE	\$ 395,850	\$ 415.64
037 I002404	15	BROWN ST	10:CONDOMINIUMS	ANDERHOLM JEFFREY &	\$ 351,500	\$ 369.08
037 I002405	15	BROWN ST	10:CONDOMINIUMS	MARCUS PETER H TRUSTEE &	\$ 384,500	\$ 403.73
037 I002406	15	BROWN ST	10:CONDOMINIUMS	SANTORO DAVID M	\$ 435,050	\$ 456.80
037 I003001	482	CONGRESS ST	21:RETAIL SERVICES	CENTER CONGRESS LLC	\$ 3,125,600	\$ 3,281.88
037 I004001	480	CONGRESS ST	22:OFFICE BUSINESS	ASHBY TEAM LLC	\$ 983,700	\$ 1,032.89
037 I005001	486	CONGRESS ST	27:MULTI-USE COMMERCIAL	BARTHE DONNA	\$ 316,000	\$ 331.80
037 I00701A	11	BROWN ST	20:COMMERCIAL CONDO'S	PHELPS CRAIG REAL	\$ 441,300	\$ 463.37

PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ 1.05 Rate
037 I00702A	9	BROWN ST	10:CONDOMINIUMS	HARRISON SYDNEY	\$ 262,300	\$ 275.42
037 I00702B	9	BROWN ST	10:CONDOMINIUMS	MB REAL ESTATE HOLDINGS LLC	\$ 303,500	\$ 318.68
037 I00703A	9	BROWN ST	10:CONDOMINIUMS	ZELENER YAN &	\$ 443,850	\$ 466.04
037 I00704A	9	BROWN ST	10:CONDOMINIUMS	THORNDIKE WILLIAM N JR &	\$ 554,100	\$ 581.81
037 I009001	59	FREE ST	25:PARKING LOTS	JBG & H ASSOCIATES	\$ 448,260	\$ 470.67
037 I012001	104	CENTER ST	25:PARKING LOTS	CENTER CONGRESS LLC	\$ 372,360	\$ 390.98
038 A001001	10	FREE ST	20:COMMERCIAL CONDO	JBG&H ASSOCIATES	\$ 2,933,800	\$ 3,080.49
038 A001002	10	FREE ST	20:COMMERCIAL CONDO	BROWN J B & SONS	\$ 833,100	\$ 874.76
038 A005001	22	FREE ST	22:OFFICE BUSINESS	BROWN J B & SONS	\$ 2,569,600	\$ 2,698.08
038 B001001	1	PORTLAND SQ	20:COMMERCIAL CONDO	NORTH RIVER IV LLC	\$ 15,876,300	\$ 16,670.12
038 B001007	1	PORTLAND SQ	20:COMMERCIAL CONDO	PS ONE REALTY LLC	\$ 13,309,300	\$ 13,974.77
038 B002001	2	PORTLAND SQ	22:OFFICE BUSINESS	NORTH RIVER IV LLC	\$ 26,677,900	\$ 28,011.80
038 B003001	481	FORE ST	25:PARKING LOTS	NORTH RIVER IV LLC	\$ 3,634,900	\$ 3,816.65
038 C008001	28	COTTON ST	56:GOVERNMENTAL	CITY OF PORTLAND	\$ -	\$ -
038 C009001	24	COTTON ST	25:PARKING LOTS	CASCO VIEW HOLDINGS III LLC	\$ 729,500	\$ 765.98
038 C012001	8	COTTON ST	27:MULTI-USE COMMERCIAL	CASCO VIEW HOLDINGS III LLC	\$ 1,862,500	\$ 1,955.63
038 C030001	59	CENTER ST	21:RETAIL SERVICES	CASCO VIEW HOLDINGS III LLC	\$ 333,600	\$ 350.28
038 D015001	82	FREE ST	56:GOVERNMENTAL	CUMBERLAND COUNTY MAINE	\$ -	\$ -
038 E009105	70	CENTER ST	20:COMMERCIAL CONDO	MITCHELL JOHN D	\$ 196,000	\$ 205.80
038 E009106	70	CENTER ST	20:COMMERCIAL CONDO	APPLE REAL ESTATE	\$ 179,300	\$ 188.27
038 E009204	70	CENTER ST	20:COMMERCIAL CONDO	F & H REALTY PARTNERSHIP	\$ 194,600	\$ 204.33
038 E009205	70	CENTER ST	20:COMMERCIAL CONDO	F & H REALTY PARTNERSHIP	\$ 202,300	\$ 212.42
038 E009304	70	CENTER ST	20:COMMERCIAL CONDO	EAST COAST CONSTRUCTION AND	\$ 203,900	\$ 214.10
038 E009305	70	CENTER ST	20:COMMERCIAL CONDO	MCKERSIE FAMILY LLC	\$ 202,900	\$ 213.05
038 E009401	70	CENTER ST	20:COMMERCIAL CONDO	ALDER RUN DEVELOPMENT	\$ 352,300	\$ 369.92
038 E009G07	70	CENTER ST	20:COMMERCIAL CONDO	70 CENTER STREET BASEMENT LLC	\$ 184,900	\$ 194.15
038 E009G08	70	CENTER ST	20:COMMERCIAL CONDO	MAINE BUSINESS SERVICES INC	\$ 181,700	\$ 190.79
038 E010001	17	SOUTH ST	20:COMMERCIAL CONDO	LEVINE ROBERT A &	\$ 144,200	\$ 151.41
038 E010002	17	SOUTH ST	20:COMMERCIAL CONDO	SOUTH STREET PARTNERS 2 LLC	\$ 144,200	\$ 151.41
038 E010003	17	SOUTH ST	20:COMMERCIAL CONDO	PRESTIGE WORLD-WIDE	\$ 233,800	\$ 245.49
038 E012001	52	CENTER ST	21:RETAIL SERVICES	PICTURE ISLAND INC	\$ 413,000	\$ 433.65
038 E019001	1	PLEASANT ST	21:RETAIL SERVICES	RSP PLEASANT LLC	\$ 696,700	\$ 731.54
038 E020001	7	PLEASANT ST	27:MULTI-USE COMMERCIAL	7-19 PLEASANT STREET LLC	\$ 392,200	\$ 411.81
038 E021001	9	PLEASANT ST	25:PARKING LOTS	7-19 PLEASANT STREET LLC	\$ 79,990	\$ 83.99
038 E022001	9	PLEASANT ST	25:PARKING LOTS	7-19 PLEASANT STREET LLC	\$ 11,800	\$ 12.39
038 E023001	15	PLEASANT ST	27:MULTI-USE COMMERCIAL	7-19 PLEASANT STREET LLC	\$ 811,000	\$ 851.55
038 E024001	21	PLEASANT ST	27:MULTI-USE COMMERCIAL	ANADILYA PROPERTIES LLC	\$ 431,300	\$ 452.87
038 E025001	11	SOUTH ST	13:THREE FAMILY	AMORY JONATHAN &	\$ 357,350	\$ 375.22
038 E026001	9	SOUTH ST	12:TWO FAMILY	HANSON ANJA-BRITT &	\$ 316,150	\$ 331.96
038 E027001	5	SOUTH ST	27:MULTI-USE COMMERCIAL	FIVE SOUTH STREET LLC	\$ 289,400	\$ 303.87
038 E029001	19	SOUTH ST	27:MULTI-USE COMMERCIAL	19 SOUTH STREET DEVELOPMENT LLC	\$ 724,200	\$ 760.41
038 E030001	58	CENTER ST	25:PARKING LOTS	STEELE DANIEL L	\$ 500,630	\$ 525.66
038 F004001	241	COMMERCIAL ST	24:WHOLESALE	SLM PROPERTIES INC	\$ 1,586,800	\$ 1,666.14
038 F006001	245	COMMERCIAL ST	22:OFFICE BUSINESS	CASCO VIEW HOLDINGS LLC	\$ 4,676,900	\$ 4,910.75
038 F008001	470	FORE ST	22:OFFICE BUSINESS	DICTAR ASSOCIATES II	\$ 2,148,000	\$ 2,255.40
038 F009001	468	FORE ST	23:HOTEL & MOTEL	HARBOR PLAZA ASSOCIATES II	\$ 7,658,200	\$ 8,041.11
038 F009002	468	FORE ST	22:OFFICE BUSINESS	DICTAR ASSOCIATES II	\$ 2,360,900	\$ 2,478.95
038 F019001	19	CROSS ST	22:OFFICE BUSINESS	CASCO VIEW HOLDINGS II LLC	\$ 7,127,700	\$ 7,484.09
038 G001001	486	FORE ST	23:HOTEL & MOTEL	NORTH RIVER IV LLC	\$ 7,100,000	\$ 7,455.00
038 G00202A	269	COMMERCIAL ST	10:CONDOMINIUMS	GOSSELIN EUGENE D &	\$ 135,200	\$ 141.96
038 G00202B	269	COMMERCIAL ST	10:CONDOMINIUMS	POE MAXWELL	\$ 137,600	\$ 144.48
038 G00202C	269	COMMERCIAL ST	10:CONDOMINIUMS	SCHNEIDER PAUL	\$ 131,250	\$ 137.81
038 G00202D	269	COMMERCIAL ST	10:CONDOMINIUMS	CUMMING JEAN S &	\$ 199,900	\$ 209.90
038 G00202E	269	COMMERCIAL ST	10:CONDOMINIUMS	DEVILLIER JACQUES K	\$ 120,650	\$ 126.68
038 G00202F	269	COMMERCIAL ST	10:CONDOMINIUMS	MCKENZIE ANNE-MARIE &	\$ 147,600	\$ 154.98
038 G00203A	269	COMMERCIAL ST	10:CONDOMINIUMS	ALBEE PETER J	\$ 140,900	\$ 147.95
038 G00203B	269	COMMERCIAL ST	10:CONDOMINIUMS	RICE LEE P	\$ 133,900	\$ 140.60
038 G00203C	269	COMMERCIAL ST	10:CONDOMINIUMS	NORCHI CHARLES H	\$ 151,400	\$ 158.97
038 G00203D	269	COMMERCIAL ST	10:CONDOMINIUMS	HUDON WILFRED R	\$ 140,400	\$ 147.42
038 G00203E	269	COMMERCIAL ST	10:CONDOMINIUMS	CONKLIN HENRY C	\$ 170,000	\$ 178.50
038 G00203F	269	COMMERCIAL ST	10:CONDOMINIUMS	TUCKER HAROLD W III	\$ 143,900	\$ 151.10
038 G00204A	269	COMMERCIAL ST	10:CONDOMINIUMS	SERNOFFSKY SUSAN	\$ 104,750	\$ 109.99
038 G00204B	269	COMMERCIAL ST	10:CONDOMINIUMS	269 COMMERCIAL LLC	\$ 150,000	\$ 157.50
038 G00204C	269	COMMERCIAL ST	10:CONDOMINIUMS	VANTAGE RETIREMENT PLANS LLC	\$ 168,100	\$ 176.51
038 G00204D	269	COMMERCIAL ST	10:CONDOMINIUMS	KIMBLE ELLEN SUE	\$ 127,200	\$ 133.56
038 G00204E	269	COMMERCIAL ST	10:CONDOMINIUMS	LOWRY KATE	\$ 141,900	\$ 149.00
038 G00204F	269	COMMERCIAL ST	10:CONDOMINIUMS	WONG ROCKET &	\$ 149,000	\$ 156.45
038 G00205A	269	COMMERCIAL ST	10:CONDOMINIUMS	BERG ERIC O JR TRUSTEE	\$ 160,100	\$ 168.11
038 G00205B	269	COMMERCIAL ST	10:CONDOMINIUMS	TARBOX JEFFERY H	\$ 174,500	\$ 183.23
038 G00205C	269	COMMERCIAL ST	10:CONDOMINIUMS	CALDWELL ROBERT A	\$ 155,000	\$ 162.75
038 G00205D	269	COMMERCIAL ST	10:CONDOMINIUMS	MUEHLE BRENNAL L	\$ 198,800	\$ 208.74
038 G00205E	269	COMMERCIAL ST	10:CONDOMINIUMS	FLAHERTY CHRISTOPHER F	\$ 173,800	\$ 182.49
038 G00205F	269	COMMERCIAL ST	10:CONDOMINIUMS	FOSTER ANTHONY W	\$ 150,500	\$ 158.03
038 G002267	269	COMMERCIAL ST	20:COMMERCIAL CONDO	267 COMMERCIAL STREET LLC	\$ 280,300	\$ 294.32
038 G002271	269	COMMERCIAL ST	20:COMMERCIAL CONDO	JKC LLC	\$ 257,100	\$ 269.96

PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ 1.05 Rate
038 G005001	9	CENTER ST	40:VACANT LAND	FATHOM CC LLC	\$ 15,160,000	\$ 15,918.00
038 I001001	28	FREE ST	27:MULTI-USE COMMERCIAL	40 FREE LLC	\$ 3,010,300	\$ 3,160.82
038 I003001	15	SPRING ST	25:PARKING LOTS	BROWN J B & SONS	\$ 902,300	\$ 947.42
038 I018001	46	FREE ST	21:RETAIL SERVICES	BROWN J B & SONS	\$ 2,359,200	\$ 2,477.16
039 A001001	626	CONGRESS ST	21:RETAIL SERVICES	PARK WONBAE &	\$ 810,700	\$ 851.24
039 A002001	622	CONGRESS ST	21:RETAIL SERVICES	WAYNE ENTERPRISES LLC	\$ 1,030,000	\$ 1,081.50
039 A005001	616	CONGRESS ST	21:RETAIL SERVICES	614 CONGRESS STREET LLC	\$ 1,093,900	\$ 1,148.60
039 A006001	143	PARK ST	25:PARKING LOTS	614 CONGRESS STREET LLC	\$ 78,860	\$ 82.80
039 A007001	612	CONGRESS ST	25:PARKING LOTS	RICE GEOFFREY I	\$ 46,390	\$ 48.71
039 A008001	610	CONGRESS ST	21:RETAIL SERVICES	19 SOUTH STREET LLC	\$ 328,800	\$ 345.24
039 A009001	608	CONGRESS ST	21:RETAIL SERVICES	19 SOUTH STREET LLC	\$ 289,700	\$ 304.19
039 A010001	606	CONGRESS ST	21:RETAIL SERVICES	602 CONGRESS LLC	\$ 248,200	\$ 260.61
039 A011001	141	PARK ST	25:PARKING LOTS	WAYNE ENTERPRISES LLC	\$ 139,040	\$ 145.99
039 A013001	600	CONGRESS ST	22:OFFICE BUSINESS	602 CONGRESS LLC	\$ 1,176,700	\$ 1,235.54
039 A016001	122	HIGH ST	40:VACANT LAND	PACIFIC & SOUTHERN COMPANY INC	\$ 79,500	\$ 83.48
039 A016002	122	HIGH ST	25:PARKING LOTS	PACIFIC AND SOUTHERN LLC	\$ 813,050	\$ 853.70
039 A017001	128	HIGH ST	22:OFFICE BUSINESS	PACIFIC & SOUTHERN COMPANY INC	\$ 2,817,500	\$ 2,958.38
039 A027001	116	HIGH ST	26:PRIVATE CLUBS	CUMBERLAND CLUE	\$ 1,317,200	\$ 1,383.06
039 A028001	135	SPRING ST	04:BED & BREAKFAST	MARCUM HOSPITALITY LLC	\$ 593,000	\$ 622.65
039 A029001	133	SPRING ST	27:MULTI-USE COMMERCIAL	STADLER CECILE	\$ 366,700	\$ 385.04
039 A030001	131	SPRING ST	27:MULTI-USE COMMERCIAL	NOUVEAU-NE LLC	\$ 305,200	\$ 320.46
039 A031001	129	SPRING ST	27:MULTI-USE COMMERCIAL	129 SPRING STREET LLC	\$ 352,500	\$ 370.13
039 A032001	127	SPRING ST	25:PARKING LOTS	CUMBERLAND CLUE	\$ 167,120	\$ 175.48
039 A035001	110	HIGH ST	27:MULTI-USE COMMERCIAL	ONE HUNDRED AND TEN HIGH ST	\$ 382,800	\$ 401.94
039 A037001	106	HIGH ST	21:RETAIL SERVICES	M2BM LLC	\$ 548,100	\$ 575.51
039 A038001	612	CONGRESS ST	21:RETAIL SERVICES	BLUE BAY LLC	\$ 302,700	\$ 317.84
039 B001001	97	SPRING ST	55:LITERARY & SCIENTIFIC	PORTLAND MUSEUM OF ART	\$ -	\$ -
039 B003001	142	FREE ST	55:LITERARY & SCIENTIFIC	PORTLAND MUSEUM OF ART	\$ -	\$ -
039 B004001	130	FREE ST	25:PARKING LOTS	MAINEHEALTH	\$ 723,380	\$ 759.55
039 B007001	128	FREE ST	21:RETAIL SERVICES	MAINEHEALTH	\$ 305,000	\$ 320.25
039 B008001	120	FREE ST	25:PARKING LOTS	MAINEHEALTH	\$ 586,840	\$ 616.18
039 B011001	44	OAK ST	20:COMMERCIAL CONDO'S	EVERYTHING LLC	\$ 484,900	\$ 509.15
039 B011002	44	OAK ST	20:COMMERCIAL CONDO'S	EVERYTHING LLC	\$ 191,100	\$ 200.66
039 B011003	44	OAK ST	20:COMMERCIAL CONDO'S	CLOUD SKY LLC	\$ 195,500	\$ 205.28
039 B011004	44	OAK ST	10:CONDOMINIUMS	KEON MICHAEL P	\$ 702,900	\$ 738.05
039 B013001	148	FREE ST	55:LITERARY & SCIENTIFIC	PORTLAND MUSEUM OF ART	\$ -	\$ -
039 B015001	87	SPRING ST	55:LITERARY & SCIENTIFIC	PORTLAND MUSEUM OF ART	\$ -	\$ -
039 C001002	110	FREE ST	54:BENEVOLENT & CHARITABL	MAINEHEALTH	\$ -	\$ -
039 C00101A	110	FREE ST	54:BENEVOLENT & CHARITABL	MAINEHEALTH	\$ -	\$ -
039 C00101B	110	FREE ST	20:COMMERCIAL CONDO'S	MAINEHEALTH	\$ 730,800	\$ 767.34
039 C00101C	110	FREE ST	20:COMMERCIAL CONDO'S	MAINEHEALTH	\$ 1,032,900	\$ 1,084.55
039 C0010GB	110	FREE ST	54:BENEVOLENT & CHARITABL	MAINEHEALTH	\$ -	\$ -
039 C0010GC	110	FREE ST	54:BENEVOLENT & CHARITABL	MAINEHEALTH	\$ -	\$ -
039 C001301	110	FREE ST	54:BENEVOLENT & CHARITABL	MAINEHEALTH	\$ -	\$ -
039 C001302	110	FREE ST	54:BENEVOLENT & CHARITABL	MAINEHEALTH	\$ -	\$ -
039 C001GA1	110	FREE ST	54:BENEVOLENT & CHARITABL	MAINEHEALTH	\$ -	\$ -
039 C001GA2	110	FREE ST	54:BENEVOLENT & CHARITABL	MAINEHEALTH	\$ -	\$ -
039 C002001	0	FREE ST	56:GOVERNMENTAL	CITY OF PORTLAND	\$ -	\$ -
039 D005001	98	HIGH ST	56:GOVERNMENTAL	CITY OF PORTLAND	\$ -	\$ -
039 E001001	94	SPRING ST ARTERIAL	56:GOVERNMENTAL	CITY OF PORTLAND	\$ -	\$ -
039 E008001	93	HIGH ST	22:OFFICE BUSINESS	GREATER PORTLAND	\$ 730,600	\$ 767.13
039 E009001	87	HIGH ST	54:BENEVOLENT & CHARITABL	ST ELIZABETH'S ROMAN	\$ -	\$ -
039 E010001	88	SPRING ST	23:HOTEL & MOTEL	LAFAYETTE PORTLAND LLC	\$ 17,438,200	\$ 18,310.11
039 F001001	40	SPRING ST ARTERIAL	25:PARKING LOTS	LAFAYETTE PORTLAND LLC	\$ 2,648,700	\$ 2,781.14
039 F013001	59	PLEASANT ST	32:WAREHOUSE & STORAGE	BAKERY LIMITED LIABILITY CO	\$ 952,600	\$ 1,000.23
039 F017001	22	SOUTH ST	12:TWO FAMILY	LOMBARDI BRIAN D	\$ 260,350	\$ 273.37
039 F018001	20	SOUTH ST	12:TWO FAMILY	SCHMIDT REMINGTON O	\$ 264,700	\$ 277.94
039 F019001	16	SOUTH ST	12:TWO FAMILY	LEWIS CLARENCE MICHAEL &	\$ 214,650	\$ 225.38
039 F020001	14	SOUTH ST	12:TWO FAMILY	MCLAUGHLIN KATHERINE A TRUSTEE	\$ 252,450	\$ 265.07
039 F021001	10	SOUTH ST	25:PARKING LOTS	BROWN J B & SONS	\$ 9,600	\$ 10.08
039 F022001	37	PLEASANT ST	10:CONDOMINIUMS	SERAICHICK SUSAN &	\$ 179,800	\$ 188.79
039 F022002	37	PLEASANT ST	10:CONDOMINIUMS	WEATHERFORD CLAUDINE &	\$ 172,900	\$ 181.55
039 F022003	37	PLEASANT ST	10:CONDOMINIUMS	WATSON MICHAEL P &	\$ 179,800	\$ 188.79
039 F022004	37	PLEASANT ST	10:CONDOMINIUMS	FOLEY RONALD G VN VET	\$ 154,430	\$ 162.15
039 F022005	37	PLEASANT ST	10:CONDOMINIUMS	COMEAU PETER W &	\$ 194,000	\$ 203.70
039 F022006	37	PLEASANT ST	10:CONDOMINIUMS	HAAS JOHN E &	\$ 187,100	\$ 196.46
039 F023001	35	PLEASANT ST	20:COMMERCIAL CONDO'S	35 PLEASANT ST LLC	\$ 167,800	\$ 176.19
039 F023002	35	PLEASANT ST	10:CONDOMINIUMS	REITER LAUREN J &	\$ 505,600	\$ 530.88
039 F025001	24	SOUTH ST	58:LAND BANKS	CITY OF PORTLAND	\$ -	\$ -
039 F026001	22	SOUTH ST	40:VACANT LAND	LOMBARDI DEBRA &	\$ 27,000	\$ 28.35
040 A001001	79	HIGH ST	16:11 TO 20 FAMILY	AVESTA INGRAHAM HOUSE LLC	\$ 778,000	\$ 816.90
040 A002001	98	PLEASANT ST	14:FOUR FAMILY	O'SULLIVAN PATRICIA &	\$ 391,100	\$ 410.66
040 A003001	92	PLEASANT ST	12:TWO FAMILY	CROTEAU COLLEEN O &	\$ 317,800	\$ 333.69
040 A004001	88	PLEASANT ST	15:5 TO 10 FAMILY	C M SCRIBNER & CO LIMITED	\$ 594,400	\$ 624.12
040 A005001	76	PLEASANT ST	25:PARKING LOTS	LAFAYETTE PORTLAND LLC	\$ 219,690	\$ 230.67

PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ 1.05 Rate
040 A008001	74	PLEASANT ST	25:PARKING LOTS	BROWN J B & SONS	\$ 42,700	\$ 44.84
040 A009001	68	PLEASANT ST	14:FOUR FAMILY	SCHWARTZ DONNA L	\$ 386,900	\$ 406.25
040 A010001	54	MAPLE ST	27:MULTI-USE COMMERCIAL	AXE CAP LLC	\$ 394,300	\$ 414.02
040 A011001	67	HIGH ST	11:SINGLE FAMILY	SCHAIR ANNEMIEKE	\$ 363,700	\$ 381.89
040 A013001	53	DANFORTH ST	17:21 PLUS FAMILY	53 DANFORTH STREET LP	\$ 2,711,900	\$ 2,847.50
040 A014001	52	MAPLE ST	11:SINGLE FAMILY	ADLER BRENT	\$ 227,100	\$ 238.46
040 A015001	65	HIGH ST	15:5 TO 10 FAMILY	BRICKLIGHT PROPERTIES LLC	\$ 505,500	\$ 530.78
040 A016001	81	DANFORTH ST	17:21 PLUS FAMILY	DANFORTH ON HIGH LP	\$ 2,013,200	\$ 2,113.86
040 A017001	77	DANFORTH ST	15:5 TO 10 FAMILY	EAST DANFORTH LLC	\$ 454,100	\$ 476.81
040 A018001	75	DANFORTH ST	15:5 TO 10 FAMILY	EAST DANFORTH LLC	\$ 322,100	\$ 338.21
040 A019001	71	DANFORTH ST	15:5 TO 10 FAMILY	EAST DANFORTH LLC	\$ 427,800	\$ 449.19
040 A022001	67	DANFORTH ST	15:5 TO 10 FAMILY	EAST DANFORTH LLC	\$ 311,300	\$ 326.87
040 A024001	63	DANFORTH ST	15:5 TO 10 FAMILY	EAST DANFORTH LLC	\$ 289,500	\$ 303.98
040 A027001	50	MAPLE ST	11:SINGLE FAMILY	BRIGHAM JORDAN &	\$ 226,650	\$ 237.98
040 A028001	46	MAPLE ST	40:VACANT LAND	BROWN J B & SONS	\$ 23,500	\$ 24.68
040 A030001	69	HIGH ST	16:11 TO 20 FAMILY	BRICKLIGHT PROPERTIES LLC	\$ 467,100	\$ 490.46
040 B001001	55	MAPLE ST	25:PARKING LOTS	BAKERY LIMITED LIABILITY CO	\$ 67,750	\$ 71.14
040 B002001	58	PLEASANT ST	25:PARKING LOTS	BROWN J B & SONS	\$ 45,150	\$ 47.41
040 B003001	54	PLEASANT ST	13:THREE FAMILY	JR SAPPERSTEIN HOLDINGS LLC	\$ 348,400	\$ 365.82
040 B004001	44	PLEASANT ST	27:MULTI-USE COMMERCIAL	44 PLEASANT STREET LLC	\$ 820,400	\$ 861.42
040 B006001	40	PLEASANT ST	11:SINGLE FAMILY	SPERRY ELISABETH &	\$ 493,300	\$ 517.97
040 B007001	23	DANFORTH ST	27:MULTI-USE COMMERCIAL	SCHWARTZ DONNA L	\$ 338,500	\$ 355.43
040 B008001	32	PLEASANT ST	22:OFFICE BUSINESS	32 PLEASANT STREET LLC	\$ 247,400	\$ 259.77
040 B009001	30	PLEASANT ST	10:CONDOMINIUMS	LEVANDOWSKI THERESE M	\$ 149,600	\$ 157.08
040 B009002	30	PLEASANT ST	10:CONDOMINIUMS	HANSON JUNE ANDREA	\$ 139,600	\$ 146.58
040 B009003	30	PLEASANT ST	10:CONDOMINIUMS	HOULE RONALD J &	\$ 142,500	\$ 149.63
040 B010001	20	PLEASANT ST	12:TWO FAMILY	18 PLEASANT STREET ASSOCIATES	\$ 211,700	\$ 222.29
040 B012001	18	PLEASANT ST	22:OFFICE BUSINESS	18 PLEASANT ST ASSOC	\$ 190,400	\$ 199.92
040 B013001	14	PLEASANT ST	11:SINGLE FAMILY	GIOBBI CARLO A JR &	\$ 274,700	\$ 288.44
040 B015001	10	PLEASANT ST	25:PARKING LOTS	GIOBBI CARLO A JR &	\$ 15,100	\$ 15.86
040 B017001	4	PLEASANT ST	21:RETAIL SERVICES	GIOBBI ARCHIE S &	\$ 46,020	\$ 48.32
040 B018001	51	MAPLE ST	40:VACANT LAND	BRIGHAM JORDAN &	\$ 8,100	\$ 8.51
040 B020001	35	DANFORTH ST	21:RETAIL SERVICES	TOBEY LINDA W	\$ 371,000	\$ 389.55
040 B021001	33	DANFORTH ST	13:THREE FAMILY	FOX STEPHEN H	\$ 208,500	\$ 218.93
040 B022001	29	DANFORTH ST	40:VACANT LAND	SCHAIR-CARDONA ERICA &	\$ 119,900	\$ 125.90
040 B023001	13	DANFORTH ST	25:PARKING LOTS	WRIGHT-RYAN REAL ESTATE LLC	\$ 102,950	\$ 108.10
040 B028001	1	DANFORTH ST	21:RETAIL SERVICES	GIOBBI ARCHIE S &	\$ 394,000	\$ 413.70
040 B032001	45	DANFORTH ST	21:RETAIL SERVICES	CIGRI & DENG PROPERTIES LLC	\$ 305,700	\$ 320.99
040 B033001	56	PLEASANT ST	10:CONDOMINIUMS	SPRAGUE ERIC T	\$ 148,550	\$ 155.98
040 B033002	56	PLEASANT ST	10:CONDOMINIUMS	BARTHELMAN TIMOTHY S	\$ 171,500	\$ 180.08
040 B033003	56	PLEASANT ST	10:CONDOMINIUMS	RUNNING SALLY	\$ 156,250	\$ 164.06
040 C001001	51	HIGH ST	16:11 TO 20 FAMILY	GILLIS PETER J	\$ 751,100	\$ 788.66
040 C002001	78	DANFORTH ST	15:5 TO 10 FAMILY	WEST COMPANY	\$ 412,800	\$ 433.44
040 C005001	101	YORK ST	20:COMMERCIAL CONDO	BROWN J B & SONS	\$ 1,142,500	\$ 1,199.63
040 C005201	25	HIGH ST	10:CONDOMINIUMS	VEALE PATRICK J &	\$ 329,900	\$ 346.40
040 C005202	25	HIGH ST	10:CONDOMINIUMS	ESCHBACH KELLY S &	\$ 233,800	\$ 245.49
040 C005203	25	HIGH ST	10:CONDOMINIUMS	KLEINLERER MICHAEL FRED	\$ 291,900	\$ 306.50
040 C005204	25	HIGH ST	10:CONDOMINIUMS	PARK KYUNG SAM	\$ 232,400	\$ 244.02
040 C005206	25	HIGH ST	10:CONDOMINIUMS	BINNS PATRICIA	\$ 237,400	\$ 249.27
040 C005207	25	HIGH ST	10:CONDOMINIUMS	GORDON CLAYTON S &	\$ 204,500	\$ 214.73
040 C005208	25	HIGH ST	10:CONDOMINIUMS	LAGHAEI FARID &	\$ 292,300	\$ 306.92
040 C005209	25	HIGH ST	10:CONDOMINIUMS	GATOS PAMELA &	\$ 269,400	\$ 282.87
040 C005210	25	HIGH ST	10:CONDOMINIUMS	239 MADISON AVENUE ASSOCIATES LLC	\$ 296,000	\$ 310.80
040 C005211	25	HIGH ST	10:CONDOMINIUMS	JONES JONAH L	\$ 270,000	\$ 283.50
040 C005212	25	HIGH ST	10:CONDOMINIUMS	WEATHERILL CAROLINE AVERY	\$ 276,550	\$ 290.38
040 C005213	25	HIGH ST	10:CONDOMINIUMS	PRICE JASON LLOYD &	\$ 250,850	\$ 263.39
040 C005214	25	HIGH ST	10:CONDOMINIUMS	DIRECTOR STEVEN &	\$ 295,800	\$ 310.59
040 C005215	25	HIGH ST	10:CONDOMINIUMS	CUSHMAN ROBIN MARI TRUSTEE	\$ 332,250	\$ 348.86
040 C005216	25	HIGH ST	10:CONDOMINIUMS	KAVANAUGH DEIRDRE FLYNN &	\$ 298,400	\$ 313.32
040 C005301	25	HIGH ST	10:CONDOMINIUMS	LYONS THOMAS W &	\$ 333,250	\$ 349.91
040 C005302	25	HIGH ST	10:CONDOMINIUMS	HARROW DAVID	\$ 244,400	\$ 256.62
040 C005303	25	HIGH ST	10:CONDOMINIUMS	SMITH TEALE &	\$ 287,150	\$ 301.51
040 C005304	25	HIGH ST	10:CONDOMINIUMS	WALLACE ROBERT C &	\$ 228,350	\$ 239.77
040 C005305	25	HIGH ST	10:CONDOMINIUMS	WRIGHT WILLIAM R &	\$ 310,600	\$ 326.13
040 C005306	25	HIGH ST	10:CONDOMINIUMS	LACOGNATA STUART A	\$ 247,900	\$ 260.30
040 C005307	25	HIGH ST	10:CONDOMINIUMS	GRIFFIN ALEXANDER &	\$ 211,000	\$ 221.55
040 C005308	25	HIGH ST	10:CONDOMINIUMS	MARTINEZ DANIEL M &	\$ 306,400	\$ 321.72
040 C005309	25	HIGH ST	10:CONDOMINIUMS	ADLER SUSAN	\$ 262,350	\$ 275.47
040 C005310	25	HIGH ST	10:CONDOMINIUMS	MORRIS AARON	\$ 294,650	\$ 309.38
040 C005311	25	HIGH ST	10:CONDOMINIUMS	LAMPNER GLENNA H &	\$ 285,100	\$ 299.36
040 C005312	25	HIGH ST	10:CONDOMINIUMS	MCCARTHY SHAUN N &	\$ 313,600	\$ 329.28
040 C005313	25	HIGH ST	10:CONDOMINIUMS	GRIDLEY GUY G	\$ 285,100	\$ 299.36
040 C005314	25	HIGH ST	10:CONDOMINIUMS	MAHMOUD AMMAR	\$ 313,600	\$ 329.28
040 C005315	25	HIGH ST	10:CONDOMINIUMS	MARICHEL LLC	\$ 374,800	\$ 393.54
040 C005316	25	HIGH ST	10:CONDOMINIUMS	MILLER DEREK	\$ 318,000	\$ 333.90

PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ 1.05 Rate
040 C005401	25	HIGH ST	10:CONDOMINIUMS	KEELING MATTHEW R &	\$ 345,650	\$ 362.93
040 C005402	25	HIGH ST	10:CONDOMINIUMS	TAMASHIRO KASEY-KALEI	\$ 254,900	\$ 267.65
040 C005403	25	HIGH ST	10:CONDOMINIUMS	WOON ASHLEY HARDI	\$ 328,400	\$ 344.82
040 C005404	25	HIGH ST	10:CONDOMINIUMS	MORSE KRISTY M	\$ 243,450	\$ 255.62
040 C005405	25	HIGH ST	10:CONDOMINIUMS	CHEUNG PATRICIA K	\$ 321,100	\$ 337.16
040 C005406	25	HIGH ST	10:CONDOMINIUMS	STOPPANI MAURO	\$ 262,700	\$ 275.84
040 C005407	25	HIGH ST	10:CONDOMINIUMS	SHELLEY W KIRBY &	\$ 206,950	\$ 217.30
040 C005408	25	HIGH ST	10:CONDOMINIUMS	WELCH STANLEY E &	\$ 321,100	\$ 337.16
040 C005409	25	HIGH ST	10:CONDOMINIUMS	PIASIO GEOFF B	\$ 295,600	\$ 310.38
040 C005410	25	HIGH ST	10:CONDOMINIUMS	SADLER CLIFFORD H &	\$ 309,150	\$ 324.61
040 C005411	25	HIGH ST	10:CONDOMINIUMS	SCHAFER MORGAN &	\$ 295,600	\$ 310.38
040 C005412	25	HIGH ST	10:CONDOMINIUMS	KRONENBERG MARIANNE L &	\$ 328,400	\$ 344.82
040 C005413	25	HIGH ST	10:CONDOMINIUMS	DORNEMAN PENELOPE LEE &	\$ 295,600	\$ 310.38
040 C005414	25	HIGH ST	10:CONDOMINIUMS	YATES RUTH A TRUSTEE	\$ 328,400	\$ 344.82
040 C005415	25	HIGH ST	10:CONDOMINIUMS	MUNDHENK THOMAS &	\$ 367,550	\$ 385.93
040 C005416	25	HIGH ST	10:CONDOMINIUMS	ROSS NATHAN T &	\$ 332,100	\$ 348.71
040 C005501	25	HIGH ST	10:CONDOMINIUMS	CHANG BENNY &	\$ 401,400	\$ 421.47
040 C005502	25	HIGH ST	10:CONDOMINIUMS	JOHNSTON EDWARD R &	\$ 277,300	\$ 291.17
040 C005503	25	HIGH ST	10:CONDOMINIUMS	HARK ROBERT S &	\$ 334,850	\$ 351.59
040 C005504	25	HIGH ST	10:CONDOMINIUMS	FREEDMAN PAUL R TRUSTEE	\$ 284,600	\$ 298.83
040 C005505	25	HIGH ST	10:CONDOMINIUMS	JOHNSON THOMAS	\$ 331,050	\$ 347.60
040 C005506	25	HIGH ST	10:CONDOMINIUMS	MARSDEN DAVID &	\$ 277,300	\$ 291.17
040 C005507	25	HIGH ST	10:CONDOMINIUMS	LADAN LUKA	\$ 247,500	\$ 259.88
040 C005508	25	HIGH ST	10:CONDOMINIUMS	CARTER DONALD D JR &	\$ 331,050	\$ 347.60
040 C005509	25	HIGH ST	10:CONDOMINIUMS	GALLUZZO DONNA &	\$ 313,800	\$ 329.49
040 C005510	25	HIGH ST	10:CONDOMINIUMS	LARLEE BRENT A &	\$ 350,300	\$ 367.82
040 C005511	25	HIGH ST	10:CONDOMINIUMS	OSTERGAARD LLC	\$ 313,800	\$ 329.49
040 C005512	25	HIGH ST	10:CONDOMINIUMS	DANIELSEN KERRY E	\$ 350,300	\$ 367.82
040 C005513	25	HIGH ST	10:CONDOMINIUMS	CONRAD ERIC &	\$ 313,800	\$ 329.49
040 C005514	25	HIGH ST	10:CONDOMINIUMS	SHAW DAVID E &	\$ 350,300	\$ 367.82
040 C005515	25	HIGH ST	10:CONDOMINIUMS	PARK MIRI	\$ 423,300	\$ 444.47
040 C005516	25	HIGH ST	10:CONDOMINIUMS	STEWART ROBERT W TRUSTEE	\$ 354,100	\$ 371.81
040 C009001	50	DANFORTH ST	31:MANUFACTURING	BROWN J B & SONS	\$ 908,200	\$ 953.61
040 C014001	41	HIGH ST	14:FOUR FAMILY	SACRE LINDA &	\$ 332,600	\$ 349.23
040 C015001	37	HIGH ST	10:CONDOMINIUMS	CORRALES ANNAMARIE &	\$ 135,500	\$ 142.28
040 C015002	37	HIGH ST	10:CONDOMINIUMS	SOLSTICE INVESTMENTS LLC	\$ 108,400	\$ 113.82
040 C015003	37	HIGH ST	10:CONDOMINIUMS	BAILLARGEON CHARLES C	\$ 264,300	\$ 277.52
040 C015004	37	HIGH ST	10:CONDOMINIUMS	THIS THYME AROUND LLC	\$ 125,100	\$ 131.36
040 C016001	31	HIGH ST	12:TWO FAMILY	BERNOTAVICZ JARAD	\$ 277,600	\$ 291.48
040 C021001	27	HIGH ST	06:MULTI-USE RESIDENTIAL	BROWN J B & SONS	\$ 3,418,300	\$ 3,589.22
040 C026001	75	YORK ST	24:WHOLESALE	75 YORK STREET LLC	\$ 669,000	\$ 702.45
040 C030001	53	YORK ST	21:RETAIL SERVICES	CASTINE 53 LLC	\$ 926,800	\$ 973.14
040 D001001	20	DANFORTH ST	22:OFFICE BUSINESS	BROWN J B & SONS	\$ 2,818,400	\$ 2,959.32
040 D002001	10	DANFORTH ST	22:OFFICE BUSINESS	WRIGHT-RYAN REAL ESTATE LLC	\$ 1,003,100	\$ 1,053.26
040 E001001	40	YORK ST	25:PARKING LOTS	BROWN J B & SONS	\$ 667,900	\$ 701.30
040 E003001	311	COMMERCIAL ST	10:CONDOMINIUMS	JR SEELY COMPANY LLC	\$ 428,500	\$ 449.93
040 E003002	311	COMMERCIAL ST	10:CONDOMINIUMS	HIGONNET CAMILLE	\$ 286,800	\$ 301.14
040 E003003	311	COMMERCIAL ST	10:CONDOMINIUMS	WOODS MARY A &	\$ 264,350	\$ 277.57
040 E003004	311	COMMERCIAL ST	10:CONDOMINIUMS	LEVIN-MARTIN MINDY F &	\$ 412,900	\$ 433.55
040 E003005	311	COMMERCIAL ST	10:CONDOMINIUMS	TAYLOR-CHIARELLO ROBI	\$ 495,600	\$ 520.38
040 E003006	311	COMMERCIAL ST	10:CONDOMINIUMS	JR SEELY COMPANY LLC	\$ 420,100	\$ 441.11
040 E003007	311	COMMERCIAL ST	10:CONDOMINIUMS	KRUTHOFF CATHERINE H &	\$ 274,600	\$ 288.33
040 E003008	311	COMMERCIAL ST	10:CONDOMINIUMS	JR SEELY COMPANY LLC	\$ 343,100	\$ 360.26
040 E003009	311	COMMERCIAL ST	10:CONDOMINIUMS	KROON THOMAS J &	\$ 377,500	\$ 396.38
040 E00300H	311	COMMERCIAL ST	20:COMMERCIAL CONDO	JBB HOSPITALITY I LLC	\$ 12,301,600	\$ 12,916.68
040 E00300R	311	COMMERCIAL ST	20:COMMERCIAL CONDO	TIQA LEGACY LLC	\$ 1,314,100	\$ 1,379.81
040 E003010	311	COMMERCIAL ST	10:CONDOMINIUMS	GRIMM KRISTY &	\$ 527,800	\$ 554.19
040 E003011	311	COMMERCIAL ST	10:CONDOMINIUMS	CLANCY PAUL	\$ 358,500	\$ 376.43
040 E003012	311	COMMERCIAL ST	10:CONDOMINIUMS	HOUCK THOMAS K &	\$ 395,000	\$ 414.75
040 E003013	311	COMMERCIAL ST	10:CONDOMINIUMS	DERMER HARRY &	\$ 350,100	\$ 367.61
040 E003014	311	COMMERCIAL ST	10:CONDOMINIUMS	SIMARK ACQUISITIONS LLC	\$ 397,900	\$ 417.80
040 F009001	305	COMMERCIAL ST	27:MULTI-USE COMMERCIAL	BAXTER PLACE LLC	\$ 6,327,600	\$ 6,643.98
040 F011001	14	YORK ST	22:OFFICE BUSINESS	BROWN J B & SONS	\$ 2,264,000	\$ 2,377.20
041 A015001	260	COMMERCIAL ST	24:WHOLESALE	WATERFRONT MAINE BT LLC	\$ 1,194,800	\$ 1,254.54
041 A016001	252	COMMERCIAL ST	22:OFFICE BUSINESS	WATERFRONT MAINE	\$ 15,187,300	\$ 15,946.67
042 A001001	0	COMMERCIAL ST	23:HOTEL & MOTEL	NPCC LLC	\$ 4,154,600	\$ 4,362.33
042 A002001	0	COMMERCIAL ST	17:21 PLUS FAMILY	DEERING PROPERTY	\$ 18,196,900	\$ 19,106.75
042 A003001	383	COMMERCIAL ST	21:RETAIL SERVICES	DPD LOT 3 LLC	\$ 1,577,200	\$ 1,656.06
042 A007001	54	YORK ST	55:LITERARY & SCIENTIFIC	UNITY COLLEGE	\$ -	\$ -
042 C001110	344	COMMERCIAL ST	55:LITERARY & SCIENTIFIC	GULF OF MAINE PROPERTIES INC	\$ -	\$ -
042 C001120	344	COMMERCIAL ST	55:LITERARY & SCIENTIFIC	GULF OF MAINE PROPERTIES INC	\$ -	\$ -
042 C001130	344	COMMERCIAL ST	20:COMMERCIAL CONDO	GULF OF MAINE PROPERTIES INC	\$ 85,380	\$ 89.65
042 C00114A	344	COMMERCIAL ST	20:COMMERCIAL CONDO	GULF OF MAINE PROPERTIES INC	\$ 59,880	\$ 62.87
042 C00114B	344	COMMERCIAL ST	20:COMMERCIAL CONDO	GULF OF MAINE PROPERTIES INC	\$ 30,880	\$ 32.42
042 C00114C	344	COMMERCIAL ST	20:COMMERCIAL CONDO	GULF OF MAINE PROPERTIES INC	\$ 14,630	\$ 15.36

PARCEL ID	NUM	STREET	LAND USE CODE	OWNER	NET ASMT	FEE @ 1.05 Rate
042 C00114D	344	COMMERCIAL ST	20:COMMERCIAL CONDO	GULF OF MAINE PROPERTIES INC	\$ 14,500	\$ 15.23
042 C001150	344	COMMERCIAL ST	55:LITERARY & SCIENTIFIC	GULF OF MAINE PROPERTIES INC	\$ -	\$ -
042 C001160	344	COMMERCIAL ST	20:COMMERCIAL CONDO	GULF OF MAINE PROPERTIES INC	\$ 13,750	\$ 14.44
042 C001170	344	COMMERCIAL ST	20:COMMERCIAL CONDO	GULF OF MAINE PROPERTIES INC	\$ 13,630	\$ 14.31
042 C00118A	344	COMMERCIAL ST	20:COMMERCIAL CONDO	GULF OF MAINE PROPERTIES INC	\$ 21,630	\$ 22.71
042 C00118B	344	COMMERCIAL ST	20:COMMERCIAL CONDO	GULF OF MAINE PROPERTIES INC	\$ -	\$ -
042 C001190	344	COMMERCIAL ST	20:COMMERCIAL CONDO	GULF OF MAINE PROPERTIES INC	\$ 21,000	\$ 22.05
042 C001210	344	COMMERCIAL ST	55:LITERARY & SCIENTIFIC	GULF OF MAINE PROPERTIES INC	\$ -	\$ -
042 C001310	344	COMMERCIAL ST	55:LITERARY & SCIENTIFIC	GULF OF MAINE PROPERTIES INC	\$ -	\$ -
042 C001320	344	COMMERCIAL ST	55:LITERARY & SCIENTIFIC	GULF OF MAINE PROPERTIES INC	\$ -	\$ -
042 C001330	344	COMMERCIAL ST	55:LITERARY & SCIENTIFIC	GULF OF MAINE PROPERTIES INC	\$ -	\$ -
042 C001CCL	344	COMMERCIAL ST	55:LITERARY & SCIENTIFIC	GULF OF MAINE PROPERTIES INC	\$ -	\$ -
045 A001001	660	CONGRESS ST	27:MULTI-USE COMMERCIAL	A K LONGFELLOW LLC	\$ 458,500	\$ 481.43
045 A002001	656	CONGRESS ST	27:MULTI-USE COMMERCIAL	RICE GEOFFREY I	\$ 867,800	\$ 911.19
045 A003001	638	CONGRESS ST	27:MULTI-USE COMMERCIAL	638 CONGRESS STREET	\$ 5,101,800	\$ 5,356.89
045 A033001	177	STATE ST	15:5 TO 10 FAMILY	RANS LLC	\$ 378,900	\$ 397.85
045 A034001	664	CONGRESS ST	21:RETAIL SERVICES	RANS LLC	\$ 464,900	\$ 488.15
045 A035001	670	CONGRESS ST	21:RETAIL SERVICES	LONGFELLOW SQUARE	\$ 611,700	\$ 642.29
046 C011001	675	CONGRESS ST	27:MULTI-USE COMMERCIAL	DOUKAS WILLIAM B	\$ 367,700	\$ 386.09
046 C012001	673	CONGRESS ST	21:RETAIL SERVICES	DOUKAS ANDREW J	\$ 138,450	\$ 145.37
046 C013001	671	CONGRESS ST	21:RETAIL SERVICES	DOUKAS ANDREW J &	\$ 169,900	\$ 178.40
046 C019001	667	CONGRESS ST	27:MULTI-USE COMMERCIAL	REDFERN LONGFELLOW LLC	\$ 14,580,600	\$ 15,309.63
046 D008001	15	AVON ST	11:SINGLE FAMILY	REDFERN LONGFELLOW LLC	\$ 245,300	\$ 257.57
046 D017001	156	HIGH ST	53:RELIGIOUS	WILLISTON-IMMANUEL UNITED CHURCH	\$ -	\$ -
046 D018001	653	CONGRESS ST	21:RETAIL SERVICES	RICE GEOFFREY TRUSTEE	\$ 235,600	\$ 247.38
046 D021001	655	CONGRESS ST	27:MULTI-USE COMMERCIAL	TRELA WNY 657 LLC	\$ 5,222,500	\$ 5,483.63
046 D022001	645	CONGRESS ST	27:MULTI-USE COMMERCIAL	BAYSIDE MAINE LLC	\$ 3,783,700	\$ 3,972.89
046 D026001	633	CONGRESS ST	27:MULTI-USE COMMERCIAL	BURNHAM ARMS LLC	\$ 2,218,100	\$ 2,329.01
046 D027001	629	CONGRESS ST	40:VACANT LAND	BURNHAM ARMS ANNEX LLC	\$ 160,400	\$ 168.42
046 D028001	625	CONGRESS ST	21:RETAIL SERVICES	BURNHAM ARMS ANNEX LLC	\$ 227,500	\$ 238.88
046 D029001	619	CONGRESS ST	22:OFFICE BUSINESS	BAXTER BUILDING LLC	\$ 2,502,600	\$ 2,627.73
046 D031001	142	HIGH ST	22:OFFICE BUSINESS	CROSTONE PORTLAND LLC	\$ 4,127,000	\$ 4,333.35
055 E037001	190	STATE ST	27:MULTI-USE COMMERCIAL	HUCKSTER'S ROW PROPERTIES LLC	\$ 676,800	\$ 710.64
055 E039001	188	STATE ST	27:MULTI-USE COMMERCIAL	LONGFELLOW SQUARE	\$ 1,165,700	\$ 1,223.99
444 A001001	54	COMMERCIAL ST	56:GOVERNMENTAL	CITY OF PORTLAND	\$ -	\$ -
444 A005001	46	COMMERCIAL ST	56:GOVERNMENTAL	CITY OF PORTLAND	\$ -	\$ -
444 A00500B	46	COMMERCIAL ST	20:COMMERCIAL CONDO	CASCO BAY MHR LLC	\$ 2,782,100	\$ 2,921.21
444 A011001	54	COMMERCIAL ST	58:LAND BANKS	CITY OF PORTLAND	\$ -	\$ -
					\$ -	\$ -
					\$ 983,370,130	\$ 1,032,538.64

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 ASSESSING MAINTENANCE AND IMPLEMENTATION
ASSESSMENTS FOR PORTLAND DOWNTOWN
FOR FISCAL YEAR 2020-2021**

ORDERED, pursuant to 30-A M.R.S. § 5228, after public hearing thereon, that the sum of \$1,032,539 be raised and appropriated from the special assessments on all real estate situated within the boundaries of the Downtown Improvement District, Inc. doing business as Portland Downtown to fund maintenance and implementation costs for such district for the period beginning July 1, 2020 and ending on June 30, 2021; and

BE IT FURTHER ORDERED, that the said sum be assessed on all real estate within the Downtown Improvement District in the amounts set forth on the “List of Maintenance and Implementation assessments” which is attached hereto; and

BE IT FURTHER ORDERED, that the said assessments shall be due July 1, 2020 and payable to the City of Portland at the same time that taxes on other real estate are due; and

BE IT FURTHER ORDERED, that the interest on unpaid assessments shall be at the same rate as interest on other unpaid real estate taxes; and

BE IT FURTHER ORDERED, that the said assessments are hereby committed to the tax collector of the City of Portland for collection, pursuant to 30-A M.R.S. § 5228(5); and

BE IT FURTHER ORDERED, that the tax collector is hereby authorized and directed to take all necessary action for the collection of said assessment.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 14, 2020

SUBJECT: Order 84-20/21 Approving Agreement between the City of Portland and Portland Downtown for Fiscal Year 2020-2021 - Sponsored by the Economic Development Committee, Councilor Justin Costa, Chair

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 is a companion order with the two previous orders.

This item must be read on two separate days. It received its first reading on September 9, 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

VIII. LIST ATTACHMENTS

1. Approving FY2021 Portland Downtown Agreement 9.9.2020
2. CC Memo Att Agreement and Exhibits
3. 1st Amendment to PDD FY2020 Agrmt for FY2021 Fully Executed 6-30-2020
4. Portland Downtown Agreement Fully Executed 6-28-2019

Prepared by:

Date: 9/14/2020

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 CITY OF PORTLAND
AND PORTLAND DOWNTOWN**

ORDERED, that the Agreement between the City of Portland and the Downtown Improvement District, Inc. doing business as Portland Downtown is hereby approved; and

BE IT FURTHER ORDERED, that the City Manager is hereby authorized to enter into said Agreement in substantially in the form attached, and any other documents necessary to effect the intent of this order, to carry out the Development Plan for the Downtown Improvement District, Inc. for the period from and after its Effective Date and ending June 30, 2021.

**AGREEMENT BETWEEN
THE CITY OF PORTLAND
AND
DOWNTOWN IMPROVEMENT DISTRICT, INC.
d/b/a PORTLAND DOWNTOWN**

AGREEMENT made this ____ day of _____, 2020, (the “Effective Date”) by and between the **CITY OF PORTLAND**, a municipal corporation of the State of Maine, (the “City”) and **DOWNTOWN IMPROVEMENT DISTRICT, INC., d/b/a PORTLAND DOWNTOWN**, a Maine non-profit corporation, having its office and place of business at Portland, Maine (“**Portland Downtown**” or “**PD**”).

WHEREAS, by Council Orders 306-91/92 dated March 16, 1992, 185-94/95 dated February 22, 1995, 158-03/04 dated March 1, 2004, and 242-18/19 dated June 18, 2018, the City has approved an economic development district designated as the “Downtown Improvement District” (hereinafter, the “District”), a description and map of which are attached hereto as Exhibits A and B respectively and incorporated herein; and

WHEREAS, in 1992 the private sector formed an independent, non-profit corporation that has since managed Portland Downtown in fulfilling its mission, which includes, in part, the administration of the provision of supplemental services to the District, as described herein; and

WHEREAS, Portland Downtown is in need of services within the District which supplement the baseline services provided by the City (“Supplemental Services”) and the City is willing to provide Supplemental Services pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants herein contained, the parties hereto mutually agree as follows:

ARTICLE I. Term

- a. The term of this Agreement shall commence on the Effective Date and expire on June 30, 2021 (the “Term”).

ARTICLE II. Financial Considerations

- a. The City will levy development district assessments (“Development District Assessments”) on property in the District as authorized by the City Council and permitted by law. City-owned property, as well as property which is tax exempt under Maine law, shall not be assessed by the City.

- b. For the period commencing on the Effective Date and ending June 30, 2021, the City will pay Portland Downtown in monthly installments, to reflect the Development District Assessments collected by the City net of the all-inclusive administrative fee defined below. Installment payments will be made on the 1st of each month beginning July 2020 through and including June 1, 2021. Portland Downtown agrees to an all-inclusive administrative fee, defined as direct and indirect costs, of Nine Thousand Six Hundred Fifty Dollars (\$9,650.00). In addition, the City is entitled to withhold an estimate of uncollected development district assessments from payment to Portland Downtown. The estimate will be provided to Portland Downtown by 2/15/2021. Any difference between estimated and actual uncollected Development District Assessments will be trued up in the next fiscal year pursuant to subsection c below.
- c. In addition to the foregoing, the City will pay in a lump sum, within thirty (30) days from the close of the fiscal year, any amount assessed in a prior year, but collected in a subsequent year. Said payment by City shall be in the amount of the net assessment collected as provided herein, less any amounts remaining to be reimbursed under a prior year Agreement with the City, and considering any prior payments made as per Section b. City will provide Portland Downtown with written detail as to any deductions taken from payments under this paragraph.
- d. Notwithstanding the foregoing, Portland Downtown agrees that it will neither encumber funds which it anticipates receiving from development district assessments nor incur expenditures in anticipation of receipt of such funds except in accord with the line items in the budget attached hereto as Exhibit C, or any subsequent amendments thereto approved by the City.
- e. Portland Downtown has approved Portland Downtown's budget and Development Program in Exhibit C, covering the period beginning on July 1, 2020, and ending on June 30, 2021, and the City Council has approved the special assessment mil rate that provides funding to support the Portland Downtown's budget and Development Program.
- f. Portland Downtown will provide the Director of Finance with an annual certified financial statement, including, but not limited to, a statement of its cash position. At a minimum, the statement shall list all income and expenses, and shall be provided to the Finance Director within six (6) months after the fiscal year ends.
- g. Portland Downtown shall have reasonable access to the City's assessment collection records, and the City shall have reasonable access to the Portland Downtown's books and records.

Article III. Baseline Services To be Provided By City

- a. The City will provide, at no expense to Portland Downtown, all of the services included on the list entitled Baseline City Services that is attached hereto as Exhibit D and made a part hereof (the “Baseline City Services”). The specific nature and amount of such Baseline City Services shall be determined in the City’s reasonable discretion.
- b. The City may reduce the Baseline City Services in its discretion at any time, but only as part of a City-wide reduction in such services.

Article IV. Supplemental Downtown District Services To Be Provided By City For A Fee

- a. The City will provide all of the services included on the list entitled Supplemental Downtown District Services that is attached hereto as Exhibit E and made a part hereof. In consideration of the City’s provision of the Supplemental Downtown District Services, Portland Downtown shall pay the City the total amount set forth in Exhibit F, Public Works Budget, in equal monthly installments during the term of this Agreement.
- b. The City shall endeavor to assign the following City staff (the “City Downtown Staff”) to perform the Supplemental Downtown District Services weekly during the term of this Agreement:

1 Public Works Supervisor – Daytime
 1 Portland Downtown Steward – Daytime
 3 Maintenance Workers – 2 Daytime and 1 Overnight
 3 Seasonal Laborers, 2 in Summer and 1 in the Winter – Days

The City Downtown Staff shall either be employees of or contractors for the City and shall not be considered to be employees of Portland Downtown. The City reserves the right to increase or decrease the number of City Downtown Staff and to change their hours and schedules if it determines that such increase or decrease is in the City’s best interests, provided that any decrease in such staff shall not result in a material decrease in the Supplemental Downtown District Services.

- c. The City’s Public Works Director and/or designee (the “City Director”) and Portland Downtown’s Executive Director and/or designee (the “PD Director”) agree to meet and communicate on a monthly basis with meeting agendas to ensure quality control in service delivery is meeting expectations and to share updated information on service activities, programs and projects.
- d. Portland Downtown and City Manager will meet annually to discuss prioritization of larger projects within the District generally included in baseline services or CIP and managed by other City teams or departments. These include, but are not limited to, major sidewalk repairs, tree well rehabilitation, landscape installations and other reconstruction projects.
- e. In the event Portland Downtown requests services from City in addition to those included herein, City shall have the option, in its sole discretion, to provide such services

with payment to be made by Portland Downtown for any such services on a time and materials basis, or such other basis as the parties may agree in writing. The budget for additional services must be agreed to in advance by the parties. "Time" as used herein shall mean all of the City's employee costs, i.e. hourly wages or salary, and "materials" as used herein shall mean the actual cost to the City of equipment, materials and/or supplies provided or used in connection with such services, with no additional markup. In such cases the City shall provide a detailed and itemized invoice of the individuals providing the service, the time spent by the individuals and the volume and unit cost of materials expended.

- f. It is understood and agreed by the parties that City will adopt an expenditure budget, Exhibit F, which shall be provided to Portland Downtown for preliminary review no later than March 20, 2021, and which will include the cost of the Supplemental Downtown District Services, and that the City will adopt a revenue budget that will provide for the reimbursement of such costs by Portland Downtown as provided hereunder. In the event that either Portland Downtown or the City anticipates that there will be insufficient revenues to pay for such Supplemental Downtown District Services, said party will notify the other party of the anticipated shortfall, and the parties agree to meet promptly and confer to modify the level of Supplemental Downtown District Services that the City is able to provide. It shall be the responsibility of PD to notify City as soon as reasonably possible if such Supplemental Downtown District Services need to be modified or adjusted for anticipated revenue shortfalls or modifications. In the event of a revenue shortfall, the City will have no obligation to provide Supplemental Downtown District Services in excess of PD funds available to reimburse City. The City will have the right, but not the obligation, to continue to provide such Supplemental Downtown District Services to the extent provided in the City budget even in the event of a revenue shortfall. The parties agree to memorialize in writing any changes in the monthly payments due under this Agreement.
- g. In addition to any required City work uniforms, City Downtown Staff will wear vests already purchased by the City, which include the Portland Downtown logo.
- h. Prior to any discussion of modifying, adjusting or terminating this Agreement, Portland Downtown shall invite the City Manager or his designee to a meeting of the Board to discuss such contemplated modification, adjustment or termination.

Article V. Services To Be Provided By Portland Downtown.

- a. Except for the Supplemental Services, which shall be provided by the City and paid for by Portland Downtown in accordance with Article IV, Portland Downtown, shall provide the services described in Exhibit C, Portland Downtown's Budget and Development Plan.
- b. In addition to the services described in Exhibit C, Portland Downtown may, at its own expense:
 - i. Provide staff and administrative services for supervision of the daily activities and public space management of the District.

- ii. Establish positions for administration and management of its programs; recruit, hire, and pay and otherwise supervise its work force necessary to implement this charge.
- iii. Establish a corporate Board of Directors whose members fairly represent a cross section of taxpayers in the District.
- iv. Establish a mechanism for resolving any dispute to the kind and level of services which may arise between Portland Downtown and persons subject to development district assessments regarding the kind and level of services provided by Portland Downtown. As such time, a dispute cannot be resolved the City Manager will be notified.
- v. Provide liaison between the City, the District, property owners, civic groups, interested persons, and other groups and individuals, as necessary to carry out the mission of the Portland Downtown.
- vi. Maintain all minutes and records of Portland Downtown proceedings as may be required.
- vii. Participate in decoration and beautification of public places in the District.
- viii. Sponsor and promote public events to take place on or in public places in the District, subject to the provisions in Exhibit E.
- ix. Provide advice or feedback to City staff about proposed events in public spaces within the District.
- x. Advertise and promote non-profit, cultural, educational and commercial business activities in the District.
- xi. Maintain existing pedestrian way finding signage for the District in accordance with applicable City codes and ordinances.
- xii. Conduct public relations, generating favorable publicity for, and enhancing economic growth in, the District.
- xiii. Manage Visitor Information Booth in Tommy's Park.
- xiv. Wash, maintain and relocate street furniture, trash cans, street lanterns, and undertake minor repairs to street furniture.
- xv. Engage in partnerships with other organizations to provide programs and services.
- xvi. Install pole banners in the District, provided that Portland Downtown shall obtain the consent of the City's Director of Parks, Recreation and Facilities, or his or her designee, prior to the installation of any banners.
- xvii. Monitor performance of City Downtown Staff through specific PD access to "See, Click, Fix" software. PD may also track and evaluate outcomes to ensure alignment with this Agreement. Data will be reported to the City's Director of Public Works by PD's staff during the monthly meeting as designated in Article IV, Section c.

Nothing in this Agreement is intended to or shall be construed to limit Portland Downtown's general powers, as set forth in the Maine Nonprofit Corporation Act, Title 13-B of the Maine Revised Statutes Annotated.

ARTICLE VI. Termination.

- a. This Agreement may be terminated by either party for good cause. Good cause shall be deemed to be found by the City at such time as Portland Downtown's performance under this Agreement has been determined in the exclusive judgment of the City Manager to be unsatisfactory, which determination shall not be unreasonable.
- b. If Portland Downtown should fail to perform any material covenant, obligation or agreement hereunder for a period of thirty (30) days after written notice from the City Manager specifying such failure, then, upon expiration of the thirty (30) day period, the City Manager may provide Portland Downtown with notice of his intention to terminate the Agreement as provided herein. Portland Downtown shall have a ninety (90) day period, computed from the date of receipt of the notice of intent to terminate, within which to provide satisfactory service. In the event the City Manager should determine, at the expiration of the ninety (90) day period, that Portland Downtown's performance is still unsatisfactory and declare that the Agreement is terminated, the City Manager shall provide Portland Downtown with a written notice of termination. Portland Downtown shall have the right to appeal his decision to the City Council. PD shall file such appeal with the City Manager within seven (7) business days from the date Portland Downtown receives the notice of termination. The terms and conditions of this Agreement shall remain in full force and effect and binding on both parties until the City Council has acted on the appeal.
- c. Portland Downtown shall be deemed to have good cause to terminate this Agreement if (i) the City, pursuant to the provisions of Article II, should reduce its anticipated payments by more than 20% of the amount it would otherwise have paid during the periods from the Effective Date to December 31, 2020, and January 1, 2021 to June 30, 2021; (ii) if the City should be more than 30 days in arrears in any payment due hereunder; or (iii) the City should fail to provide the Supplemental Downtown District Services in a material and substantial way. In the event Portland Downtown should have "good cause" to terminate this Agreement, its relief shall be limited solely to termination of this Agreement, and it shall not be entitled to damages of any kind nor to equitable relief.
- d. Nothing herein shall be construed as giving Portland Downtown the right to perform the work contemplated under this Agreement beyond the time when Portland Downtown's services become unsatisfactory as determined by the City Manager, following the ninety (90) day notice period, or, in the event of an appeal, beyond the time the City Council has affirmed the City Manager's decision. In case Portland Downtown should be discharged before all the services contemplated hereunder have been completed, or the services for any reason should be stopped, either because of the expiration of the term hereof or because of the inability of Portland Downtown to fulfill its obligations under this Agreement, Portland Downtown shall be reimbursed for all services satisfactorily

performed to the date of termination in accordance with Article II hereof. After notice of termination and completion of the appeal process, Portland Downtown shall:

1. With respect to existing activities, take only such actions as the City Manager shall direct;
 2. Upon City's request, assign to the City in the manner, at the times and only to the extent the City, acting by and through its City Manager, may direct it to do so, all the rights, title and interest of Portland Downtown in and to all existing orders and agreements.
 3. To the extent rights, title and interests of Portland Downtown in and to existing orders and agreements may be assigned to the City and accepted by it; obligations incurred on or after such assignment will be assumed by the City. Otherwise, Portland Downtown shall settle all outstanding liabilities and all claims arising out of any terminated orders or agreements.
 4. Deliver to the City, in the manner, at the times and to the extent directed by the City Manager, all documents and data produced by Portland Downtown as part of or in connection with the work.
- e. Either party may terminate or modify this Agreement in the event of a budget shortfall upon no less than Sixty (60) days prior written notice to the other party.
- f. In the event Supplemental Downtown District Services are terminated for any reason by either party, it shall be in City's discretion as to whether it will continue or resume providing such Supplemental Downtown District Services.

ARTICLE VII. Assignment

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

ARTICLE VIII. Performance of Services

All services performed under this Agreement shall be performed in a good, workmanlike fashion.

ARTICLE IX. Compliance with Law

Portland Downtown will comply with all applicable provisions of Federal, State, and local law, including, but not limited to, the Civil Rights Act of 1964, in its performance under this Agreement. Portland Downtown shall include a similar provision in each of its subcontracts.

ARTICLE X. Indemnification

- a. Portland Downtown shall, at its own cost and expense, defend, indemnify, and hold harmless the City, its officers, agents, and employees, from and against the following:
 1. to the fullest extent permitted by law, Portland Downtown shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including but not limited to costs of defense, including attorney's fees, arising out of or resulting from the performance of this Agreement, provided that any such claims, damage, loss or expense is (1) attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property, including the loss or use thereof; and (2) is caused in whole or in part by any negligent act or omission of Portland Downtown, anyone directly or indirectly employed by it, or anyone for whose act it may be liable;
 2. all claims and liens of Portland Downtown's consultants, subcontractors, and their laborers, mechanics, materialmen, and/or suppliers. Such obligation shall not be construed either to negate or abridge any other obligation of indemnification, and shall not be limited by any provision for insurance contained in this Agreement.
 3. Notwithstanding the foregoing, nothing herein shall be construed as waiving or otherwise voiding the City's right to all protections under the Maine Tort Claims Act, 14 M.R.S. §§ 8101 et. seq., as the same may be amended from time to time.

ARTICLE XI. Insurance

- a. Neither Portland Downtown nor any of its subcontractors shall commence work under this Agreement until they have provided the insurance coverage required by this Agreement and such coverage has been approved by the City.
- b. Prior to the execution of this Agreement, Portland Downtown will procure and maintain occurrence-based Automobile Liability Insurance and Commercial General Liability Insurance coverage in amounts of not less than Four Hundred Thousand Dollars (\$400,000.00) per occurrence for bodily injury, death and property damage, naming the City as an additional insured thereon, and also Workers' Compensation Insurance coverage to the extent required by law. With respect to the Automobile and Commercial General Liability Insurance, Portland Downtown shall name the City as an additional insured for coverage only in those areas where government immunity has been expressly waived by 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the City under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the City. Prior to execution of this Agreement, Portland Downtown shall furnish the City and thereafter maintain certificates evidencing all such coverages, which

certificates shall guarantee thirty (30) days' notice to the City of termination of insurance from the insurance provider or agent. Portland Downtown shall also provide a copy of any endorsement naming the City as additional insured. A certificate that merely has a box checked under "Addl Insr," or the like, or that merely states the City of Portland is named as an Additional Insured, will not be acceptable. The Workers' Compensation insurance shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees. Upon City's request, Portland Downtown shall provide City with a complete copy of any of the above-referenced policies. Portland Downtown shall be responsible for any and all deductibles and/or self-insured retentions.

Article XII. No Joint Venture; Independent Contractors

- a. Nothing contained in this Agreement will constitute or be construed to be or create a partnership or joint venture between the parties or any of their respective officers, directors, employees, affiliates, successors or assigns. The parties understand and agree that this Agreement does not make either of them an agent or legal representative of the other for any purpose whatsoever. No party is granted, by this Agreement or otherwise, any right or authority to assume or create any obligation or responsibilities, express or implied, on behalf of or in the name of any other party, or to bind any other party in any manner whatsoever.
- b. Each party will secure, at its own expense, all personnel, materials, and equipment required to perform its obligations under this Agreement. Each party, in accordance with its status as an independent contractor, covenants and agrees that its employees shall be regarded for all legal and tax purposes as its own employees during the term of this Agreement, and each party shall govern and supervise the work of its own employees. Each party shall discharge all applicable obligations imposed upon employers under the law, including without limitation payment of wages, social security taxes, withholding taxes, unemployment taxes and worker's compensation. Both parties' employees shall not be considered employees of the other party for any purpose and shall not be entitled to any retirement benefits, social security benefits, unemployment benefits, group health or life insurance, vacation, personal, or sick leave, worker's compensation, or any other similar benefits ("Employment Benefits") from the other party. Each party further covenants and agrees that its employees will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, officers or employees of the other party by reason of this Agreement, and that its employees will not, by reason of this Agreement, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the other party, including but not limited to the Employment Benefits.
- c. Nothing in this Agreement is intended to or does prohibit Portland Downtown or the City from entering into any other contractual relationship with each other or any third party.

Signature page follows.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ day of _____, 2020.

WITNESS

CITY OF PORTLAND

By: _____
Jon P. Jennings
Its City Manager

WITNESS

**DOWNTOWN IMPROVEMENT
DISTRICT, INC.
d/b/a PORTLAND DOWNTOWN**

By: _____
David Packard
Its Board Chair

Approved as to Form:

City Corporation Counsel

Approved as to Funds:

City Finance Department

EXHIBIT A

(Insert Map of District)

EXHIBIT A

Legend
Portland Downtown District also 7/1/2018



**Portland
Downtown District
Boundary Map**
June 18, 2018

EXHIBIT B

(Insert Legal Description of District)

The following is a description of the boundary of Portland Downtown as of July 1, 2018:

Beginning at the intersection of the easterly side of State Street and the northerly side of Congress Street;

Thence easterly along the northerly side of Congress Street to the southwesterly side of High Street;

Thence northwesterly along the southwesterly side of High Street to the southerly side of Deering Street;

Thence northeasterly perpendicular to and crossing High Street to the northeasterly side of High Street;

Thence northwesterly along the northeasterly side of High Street to the southeasterly side of Cumberland Avenue;

Thence northeasterly along the southeasterly side of Cumberland Avenue to the southwesterly side of Franklin Street;

Thence southeasterly along the southwesterly side of Franklin Street to the northwesterly side of Commercial Street;

Thence easterly and diagonally across Commercial Street to the intersection of the southeasterly side of Commercial Street with the northeasterly boundary line of the Maine State Pier;

Thence southwesterly along the southeasterly side of Commercial Street to its intersection with the northeasterly side of the road to Wright's Wharf;

Thence northwesterly perpendicular to and crossing Commercial Street to the northwesterly side of Commercial Street;

Thence southwesterly along the northwesterly side of Commercial Street to the northeasterly side of High Street;

Thence northwesterly along the northeasterly side of High Street to the northwesterly side of Spring Street;

Thence southwesterly along the northwesterly side of Spring Street to the northeasterly side of Park Street;

Thence northwesterly along the northeasterly side of Park Street to the southerly side of Congress Street;

Thence westerly along the southerly side of Congress Street to the easterly side of State Street;

Thence northerly along the easterly side of State Street to the northerly side of Congress Street and the Point of Beginning.

Meaning and intending to include all parcels fronting on the streets and contained within the perimeter of the figure as described.

All as shown on a map dated 6/18/2018 entitled Portland Downtown District Boundary Map on file in the City of Portland's Assessor Office and the Economic Development Office. Any inconsistencies between this description and the boundary map shall be controlled by the boundary map.

EXHIBIT C

(Insert Portland Downtown Budget)

PORTLAND DOWNTOWN BUDGET FY21

Estimated valuation \$961,998,370

	FY21 DRAFT Budget	FY20 budget
INCOME		
ASSESSMENT INCOME	\$ 1,036,500.00	\$ 1,018,037
EVENT INCOME		
LIGHT UP YOUR HOLIDAYS		
TREE LIGHTING SPONSORSHIPS	\$ 11,000.00	\$ 10,000.00
WINDOW DISPLAY CONTEST SPONSOR	\$ 1,000.00	\$ 1,000.00
HORSE + WAGON RIDE SPONSORSHIPS	\$ -	\$ 5,000.00
SHOP FOR A CAUSE SPONSORSHIP	\$ 2,500.00	\$ 2,500.00
MERRY MADNESS TICKET SALES	\$ 22,500.00	\$ 19,000.00
MERRY MADNESS SPONSORSHIP	\$ 7,500.00	\$ 7,500.00
Total Light Up Your Holidays	\$ 44,500.00	\$ 45,000.00
POLICE AWARDS BREAKFAST	\$ 5,000.00	\$ 5,000.00
DOWNTOWN WORKER APPRECIATION DAY	\$ 4,000.00	\$ 3,000.00
SUMMER KICK OFF WEEKEND		
SQUARE HOP SPONSORSHIP	\$ 4,000.00	\$ 2,000.00
Total Summer Kick Off Weekend	\$ 4,000.00	\$ 2,000.00
Total EVENT INCOME	\$ 57,500.00	\$ 55,000.00
DIRECTORY PARTNERSHIP/CONTRIBUTION	\$ 5,000.00	\$ 5,000.00
GRANT INCOME	\$ 1,500.00	\$ 2,500.00

CONTRIBUTIONS INCOME	\$	750.00	\$	750.00
PARK & WORK INCOME	\$	400.00	\$	750.00
Total Income	\$	1,101,650.00	\$	1,082,037.00

Expense

CLEAN INITIATIVES

SUPPLEMENTAL SERVICES CONTRACT	\$	425,000.00	\$	404,862.00
FIXED FEE FOR DID ADMIN	\$	10,365.00	\$	9,650.00
ESTIMATED NONCOLLECTION	\$	10,365.00	\$	10,180.37
REPAIRS & IMPROVEMENTS	\$	7,500.00	\$	5,000.00
Total Clean Initiatives	\$	453,230.00	\$	429,692.37

EMPLOYEE COSTS

PAYROLL	\$	246,000.00	\$	268,500.00
HEALTH & DENTAL	\$	35,000.00	\$	30,000.00
LIFE & DISABILITY INSURANCE	\$	3,650.00	\$	3,500.00
PAYROLL PROCESSING FEE	\$	1,350.00	\$	1,200.00
PAYROLL TAX EXPENSE	\$	17,500.00	\$	18,796.00
EMPLOYEE PARKING & BUS	\$	5,000.00	\$	3,500.00
UBIT (Federal Transportation Tax)	\$	-	\$	800.00
SIMPLE IRA MATCH	\$	4,000.00	\$	4,000.00
Total Employee Costs	\$	312,500.00	\$	330,296.00

PROGRAMS & PARTNERSHIPS

WINTER LIGHTS/PANDORA LACASSE	\$	60,000.00	\$	62,000.00
VISITOR INFORMATION BOOTH/VISIT PORTAND	\$	10,000.00	\$	10,000.00

POLICE CADET PROGRAM EXPENSE	\$	35,000.00	\$	31,000.00
LEARNING WORKS	\$	20,000.00	\$	16,500.00
MILESTONE HOMETEAM	\$	10,000.00	\$	6,500.00
PEER OUTREACH WORKER PROGRAM	\$	5,000.00		
Total Programs & Partnerships	\$	140,000.00	\$	126,000.00

RENT & UTILITIES

RENT	\$	21,000.00	\$	20,000.00
CAM CHARGES	\$	10,000.00	\$	9,720.00
TAXES- PERSONAL PROPERTY	\$	600.00	\$	400.00
ELECTRIC	\$	1,700.00	\$	1,700.00
GAS	\$	1,400.00	\$	1,500.00
TELEPHONE & INTERNET	\$	3,800.00	\$	3,800.00
Total Rent & Utilities	\$	38,500.00	\$	37,120.00

OPERATIONS

BANK SERVICE CHARGES	\$	100.00	\$	100.00
CLEANING	\$	4,800.00	\$	4,200.00
COPIER	\$	3,200.00	\$	3,500.00
IT SUPPORT	\$	1,250.00	\$	1,250.00
MEMBERSHIPS, DUES & SUBSCRIPTIONS	\$	4,500.00	\$	4,000.00
EQUIPMENT EXPENSE	\$	2,000.00	\$	2,000.00
POSTAGE	\$	3,500.00	\$	4,500.00
SUPPLIES	\$	4,000.00	\$	4,000.00
WEBSITE HOSTING + DEVELOPMENT	\$	1,400.00	\$	1,250.00
SUBCONTRACTORS	\$	4,000.00	\$	4,000.00
CONTINGENCY FUND	\$	5,000.00	\$	4,829.00

RESERVE FUND	\$	20,000.00	\$	20,000.00
Total Operations	\$	53,750.00	\$	53,629.00

MARKETING

GENERAL MARKETING	\$	12,500.00	\$	15,000.00
DIRECTORY DISTRIBUTION	\$	4,000.00	\$	5,000.00
SPONSORSHIPS/PARTNERSHIPS	\$	3,000.00	\$	3,000.00
Total Marketing	\$	19,500.00	\$	23,000.00

INSURANCE

DIRECTORS & OFFICERS	\$	650.00	\$	650.00
GENERAL/EVENTS/LIQUOR	\$	6,000.00	\$	6,000.00
WORKERS COMPENSATION	\$	1,200.00	\$	1,100.00
Total Insurance	\$	7,850.00	\$	7,750.00

PROFESSIONAL FEES

ACCOUNTING	\$	3,500.00	\$	3,500.00
ANNUAL ELECTIONS	\$	2,000.00	\$	2,500.00
LEGAL	\$	5,000.00	\$	4,000.00
Total Professional Fees	\$	10,500.00	\$	10,000.00

ORGANIZATIONAL ACTIVITIES

STAKEHOLDER + VOLUNTEER APPRECIATION	\$	2,500.00	\$	2,500.00
MEETINGS	\$	2,500.00	\$	2,500.00
PROFESSIONAL DEVELOPMENT	\$	7,500.00	\$	7,500.00
Total Organizational Activities	\$	12,500.00	\$	12,500.00

EVENTS**LIGHT UP YOUR HOLIDAYS**

LUYH GENERAL MARKETING	\$	5,000.00	\$	4,500.00
TREE LIGHTING: MARKETING	\$	4,500.00	\$	4,500.00
TREE LIGHTING: PERFORMERS	\$	2,500.00	\$	1,500.00
TREE LIGHTING: SECURITY	\$	-	\$	1,000.00
TREE LIGHTING: STAGE & SOUND	\$	3,500.00	\$	1,000.00
TREE LIGHTING EVENT MANAGEMENT	\$	500.00	\$	500.00
RETAIL EVENTS	\$	5,000.00	\$	4,500.00
WAGON RIDES	\$	-	\$	6,800.00
MERRY MADNESS: MARKETING	\$	2,000.00	\$	2,000.00
MERRY MADNESS: EVENT	\$	12,000.00	\$	9,500.00
MERRY MADNESS EVENTBRITE FEES	\$	3,250.00	\$	3,000.00
MERRY MADNESS: EVENT MANAGEMENT	\$	1,500.00	\$	1,500.00
Total Light Up Your Holidays	\$	39,750.00	\$	40,300.00
POLICE AWARDS BREAKFAST	\$	4,500.00	\$	4,500.00
DOWNTOWN WORKER APPRECIATION DAY	\$	4,000.00	\$	3,500.00
SUMMER KICK OFF WEEKEND				
SQUARE HOP ENTERTAINMENT	\$	3,000.00	\$	2,000.00
SQUARE HOP MARKETING	\$	1,000.00	\$	1,000.00
Total Summer Kick Off Weekend	\$	4,000.00	\$	3,000.00
TOTAL EVENTS	\$	52,250.00	\$	51,300.00
PARK AND WORK	\$	500.00	\$	750.00
TOTAL EXPENSE	\$	1,101,080.00	\$	1,082,037.37
NET INCOME (LOSS)	\$	570.00	\$	(0.37)

EXHIBIT D

BASELINE CITY SERVICES

(To be provided City-wide by the City at no cost to Portland Downtown)

Capital Improvements and Maintenance

- Streetscape Amenity Maintenance - The City will repair and correct any defects, deficiencies or problems in the district as necessary. Items of focus include light and utility poles, sidewalks, curbstones, trash cans, signs, crosswalk markings, traffic signals, tree wells, planters, benches, trees, kiosks, shelters, bollards, and any other amenity that is now or at some point in the future may be installed. All repairs, etc., will take place within a reasonable time after notice of need.
- Sidewalks - To the extent it is funded, the City will undertake an on-going sidewalk maintenance program to repair existing sidewalks and replace bituminous repairs with permanent repairs.
- Lighting, maintenance, and replacement of all street lights and traffic signals and payment for necessary electrical energy.
- Parks, playgrounds, and trails.

Beautification

- Horticulture and tree care in parks, squares and streets.
 - In all public areas, the City will maintain and improve the condition of flowerbeds, trees, tree wells, bushes, plantings and other like horticultural amenities. Such activities shall include the initial planting, timely and appropriate maintenance, preventative and otherwise, and expeditious replacement of any damaged, destroyed or diseased horticultural products, including grass, flowers, and trees.
- Green space maintenance.
 - The City shall maintain and mow all public grassed areas.
- Holiday Decorations. The City will install and remove downtown Holiday decorations throughout the District to include Christmas trees at Monument Square and City Hall Plaza, string lights on light poles, and common area trees such as Tommy's Park, and provide for electrical energy related costs. This paragraph does not include installation or removal of, or any costs associated with, any of Pandora Lacasse's Winter Lights, which shall be installed and removed at Portland Downtown's sole expense.

Cleanliness

- Street sweeping - All streets or parts thereof included in the downtown improvement district zone will be swept from curb line to curb line on an as needed basis.
- Trash removal – Daily and when necessary emptying of all trash and recycling receptacles in the downtown improvement district zone and disposal of resulting waste.

- Street snow plowing and removal - The City will plow and remove snow as necessary from all streets and parts thereof in the downtown improvement district zone.
- Graffiti removal on public property.
- Downtown Blitz - This is a two-week program for time duration. Each year the City shall undertake a dedicated effort to repair, repaint, replace and correct any defects, deficiencies or problems in the district. Items of focus shall include light and utility poles, sidewalks, curbstones, trash cans, benches, signs, crosswalk markings, traffic signals, tree wells, planters, benches, trees, kiosks, shelters, bollards, and any other amenity that is now or at some point in the future may be installed. This program will be undertaken as early as possible each Spring and conclude as rapidly as possible. Performance of some activities, i.e. painting, will take place annually as conditions permit. Major capital activity or the reconstruction and/or repair of significant infrastructure (street paving, sewer work, etc.) would not be considered part of this blitz program.

Safety

- Police protection.
 - A minimum of 4 uniformed patrol officers will intersect all or part of the downtown improvement district area. The actual number of officers will vary depending upon time of day and day of week. During periods when calls for service are typically at their peak, the number of officers assigned will increase significantly, for example during weekend evenings and the summer months. This increase will include foot and bicycle patrols. Officers will be supported with additional personnel (supervisors, detectives, evidence technicians) as necessary.
 - As long as the Community Policing Officer Program is in effect, at least one Community Police Officer will be assigned to the Downtown Improvement District area.
 - Holiday Patrol—from the Friday following Thanksgiving to New Year’s Day, patrol efforts will be supplemented by use of a foot patrol. The number of officers and hours of the assignment is dependent upon staffing levels.
- Fire protection.

EXHIBIT E

SUPPLEMENTAL DOWNTOWN DISTRICT SERVICES

(To be provided in the District by City at an annual fixed fee)

Cleanliness, Maintenance, Snow Removal

- Litter patrol, collection, and disposal on streets, sidewalks, tree wells and public areas within the District.
- Graffiti removal from City property within 5 days of notification.
- Removal of posters from PD poster boards.
- Check condition, catalogue, and if necessary paint or clean all public furniture and fixtures twice a year, at minimum. Furniture and fixtures shall include (but not be limited to) the following items:
 - Benches;
 - Trash/recycling receptacles;
 - Light pole bases; and,
 - Planters.
- Sidewalks will be cleaned on a daily basis, weather and season permitting.
- Sidewalk snow removal: All property owners in the District are responsible for maintaining their sidewalks and property in the winter pursuant to Portland City Code §§25-171 to 25-180. Following a snow storm, the City will provide a clear walkway no less than the width of a sidewalk tractor's capability. To the extent reasonable, the City will clear the sidewalk area, but it is not the intent of the parties that the City will clear the snow from the full width of the sidewalk area. The City will provide ice control to the extent possible. If weather conditions are so severe that the area cannot be plowed due to equipment capability, the City, in its discretion, may choose to delay clearing of the sidewalks but must complete the work within 24 hours of the storm being complete.
- Clean and maintain bathrooms located at Fore Street Parking Garage.
- Maintenance and cleaning of Visitor Information Booth in Tommy's Park at least once per month during season (May-October). "Quick response" repairs, such as missing bricks or landscaping damage shall be performed by City Downtown Staff as soon as possible.

Beautification

- In addition to horticultural obligations of the City under Exhibit D, the City shall plant flowers and other plants in all flower urns in the District, regularly remove weeds from tree wells, and improve and maintain the same. In performing such services, the City shall pay particular attention to Longfellow Square, Congress square, Monument Square, Tommy's Park, Post Office Park, Boothby Square, Lincoln Park, Pleasant Street Park, and Bell Buoy Park.

Events in the District

- Portland Downtown provides events as described in its Budget and Development Program attached as Exhibit C.
- In connection with these events, the City will provide, at no expense to Portland Downtown, the following:
 - Waived event permit fees.
 - “No Parking” signs, wooden barricades, recycling services.
 - Access to City electricity service in public spaces.
 - Police and Fire Department services for Portland Downtown’s annual Tree Lighting event.
- Notwithstanding the above, Portland Downtown shall be required to comply with all Public Assembly Facilities Division permit requirements and shall be responsible for the City’s costs of the following services at the City’s standard rates:
 - Street closure expenses, including threat prevention;
 - Event personnel, including staff and managers;
 - Police and Fire personnel directly related to an event.
- The City will invoice Portland Downtown for all such services at its then current rates, and Portland Downtown shall pay the City all amounts due within 30 days after receipt of such invoices. Portland Downtown shall also be responsible for paying the City’s Permitting and Inspections Department for any applicable fees associated with licenses required for its events, including, without limitation, licenses for temporary food service, street goods, and liquor.

Exhibit F
Public Works Budget

**FY21 City Manager's Recommended Budget
Expenditure Budget Detail Report**

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Account Desc	Line	Item Req \$	Qty	Detail Request	Line Total	Total
General Fund (100 & 107):						
Public Works	Portland Downtown District 10031205				Org Total:	<u>\$414,503.00</u>
10031205 400110	PDD Salaries & Wages					\$303,128.00
	1)	\$58,469	1.00	HIGGINS, THOMAS PW SR SUPERVISOR-PDD 100966 5500 5549 5550 12 10040	\$58,469.00	
	2)	\$55,896	1.00	FOGG, ROBERT PDD STEWARD 100899 5000 5095 5018 12 10319 Classification FY21 New Item	\$55,896.00	
	3)	\$53,816	1.00	TOCHER, MICHAEL MWIII - PDD 100875 5000 5073 5018 12 10607	\$53,816.00	
	4)	\$53,387 COR	1.00	LIBBY, CHRISTOPHER MWIII - PDD 100874 5000 5073 5018 12 10790	\$53,387.00	
	5)	\$46,149	1.00	WEYMOUTH, ALAN MWII - PDD 100848 5000 5051 5016 5 11304	\$46,149.00	
	15)	(\$5,824)	1.00	OVERSTATED WINTER STIPENDS/SHIFT DIFFERENTIAL 3 * \$.60 * 40HRS * 52WKS = 3,744 1 * \$1.00 * 40HRS * 52WKS = 2,080	(\$5,824.00)	
	25)	\$800 YR	1.00	SHIFT DIFFERENTIAL (WINTER) 1EE * \$1.00 * 40HRS & 20WKS	\$800.00	
	35)	\$40,435 N_NY	1.00	5000 5027 5012 Classification FY21 New Item NEW POSITION REQUEST in FY21 MW I: 6MOS @ \$39,645 (RECRUIT) 6MOS @ \$41,226 (6MOS - 1YR)	\$40,435.00	
10031205 400130	PDD Temporary Help					\$16,200.00
	10)	\$15.00 HRS	1,080	SUMMER LITTER CLEANUP 1EE * 27WKS * 40HRS * \$15.00P/H (APR15 - OCT31)	\$16,200.00	
10031205 400140	PDD Overtime Payments					\$60,245.00
	10)	\$38.13 HR	96.00	VACATION COVERAGE 1EE * 12DAYS * 8HRS (AVERAGE RATE OF ALL 5 EMPLOYEES)	\$3,660.48	
	20)	\$38.13 HR	600	WINTER PDD 5EE * 8STORMS * 15HRS	\$22,878.00	
	30)	\$38.13 HR	640	WINTER BALLFIELDS 5EE * 8STORMS * 16HRS	\$24,403.20	
	40)	\$38.13 HR	64.00	HOLIDAY LIGHT DECORATIONS 2EE * 4DAYS * 8HRS	\$2,440.32	
	50)	\$38.13 HR	180	OLD PORT FESTIVAL, PARADES, ETC 5EE * 6HRS * 6EVENTS	\$6,863.40	
	60)	(\$0.40)	1.00	DR Org Round (02/03/20)	(\$0.40)	
10031205 400271	PDD Wearing Apparel					\$2,850.00
	20)	\$375 EACH	6.00	UNIFORMS	\$2,250.00	
	30)	\$100 EACH	5.00	GLOVES/PER'L PROTECTIVE EQUIP	\$500.00	
	40)	\$100 EACH	1.00	TEMP UNIFORM	\$100.00	

**FY21 City Manager's Recommended Budget
Expenditure Budget Detail Report**

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Account Desc	Line	Item Req \$	Qty	Detail Request	Line Total	Total
10031205 400274	PDD Cellular Phones					\$600.00
	10)	\$50.00 YR	12.00	PDD SUPERVISOR 232-1787 (TH)	\$600.00	
10031205 403500	PDD Contractual Svcs					\$0.00
	10)	\$0.00 NOTE	0.00	CLEANING OF FOX COURT RESTROOM FY21: BUILDING SOLD, NO LONGER APPLICABLE	\$0.00	
10031205 403560	PDD Printing					\$50.00
	10)	\$50.00 YR	1.00	BUSINESS CARDS	\$50.00	
10031205 404010	PDD M&R Buildings					\$200.00
	10)	\$200 YR	1.00	STRUCTURAL STEEL: (TREE GUARDS - BENCHES)	\$200.00	
10031205 404030	PDD M&R Vehicles					\$300.00
	10)	\$300 YR	1.00	SMALL REPAIR PARTS FOR POWER TOOLS	\$300.00	
10031205 404530	PDD Office Equip Rental					\$360.00
	10)	\$30.00 MO	12.00	PHOTOCOPIER RENTAL	\$360.00	
10031205 405510	PDD Agricultural Supply					\$400.00
	10)	\$400 YR	1.00	LOAM, SEED AND MULCH	\$400.00	
10031205 405520	PDD Supplies-All Other					\$18,600.00
	10)	\$4,900 YR	1.00	HOLIDAY LIGHT REPLACEMENT & REPAIR	\$4,900.00	
	20)	\$600 YR	1.00	CHEMICAL SUPPLIES (DE-ICING/GRAFFITI REMOVAL)	\$600.00	
	30)	\$600 YR	1.00	REPAIR OF TRASH BARRELS	\$600.00	
	40)	\$2,200 EACH	5.00	REPLACEMENT BARRELS	\$11,000.00	
	50)	\$500 YR	1.00	MISC: OTHER SUPPLIES	\$500.00	
	60)	\$1,000 YR	1.00	PAINTING SUPPLIES BARRELS, BENCHES, POLES	\$1,000.00	
10031205 405530	PDD Construction Supply					\$1,000.00
	10)	\$1,000 YR	1.00	LUMBER FOR BENCH REPAIR, POSTER BOARDS	\$1,000.00	
10031205 405535	PDD Cleaning Supplies					\$1,000.00
	10)	\$1,000 YR	1.00	CLEANING SUPPLIES	\$1,000.00	
10031205 405550	PDD Medical Supplies					\$200.00
	10)	\$200 YR	1.00	MOBILE FIRST AID KITS	\$200.00	
10031205 405560	PDD Minor Equipment					\$2,610.00
	10)	\$800 YR	1.00	MISC HAND TOOLS (RAKES, SHOVELS ETC)	\$800.00	
	20)	\$1,600 YR	1.00	TRASH CAN LINERS 25 * 20GAL * \$30 = \$750.00 25 * 31GAL * \$34 = \$850.00	\$1,600.00	
	30)	\$210 YR	1.00	SHRED VAC	\$210.00	
10031205 405565	PDD Computers & Tech					\$1,500.00

**FY21 City Manager's Recommended Budget
Expenditure Budget Detail Report**

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Account Desc	Line	Item Req \$	Qty	Detail Request	Line Total	Total
	10)	\$1,500	1.00	REPLACEMENT COMPUTERS Classification FY21 New Item	\$1,500.00	
10031205 405570	PDD Office Supplies					\$600.00
	10)	\$600 YR	1.00	GENERAL OFFICE SUPPLIES	\$600.00	
10031205 406310	PDD Gas Service					\$0.00
	10)	\$0.00 NOTE	0.00	FY21 BUILDING SOLD, NO LONGER APPLICABLE	\$0.00	
10031205 406320	PDD Electricity					\$4,000.00
	10)	\$4,000 YR	1.00	CMP (3950-0003-015) 94 FREE STREET BUILDING (ELECTRIC HEAT) (PARKING GARAGE)	\$4,000.00	
10031205 406340	PDD Telephone					\$660.00
	10)	\$55.00 MO	12.00	PDD SHOP PHONE 775-4401	\$660.00	
* Portland Downtown District 10031205 Org Total:						\$414,503.00
** PW Operations 3120 Division Total:						\$414,503.00
*** Public Works 0100 31 Dept Total:						\$414,503.00
**** General Fund (0100):						\$414,503.00
***** GF Total (100 & 107):						\$414,503.00
Report Total:						\$414,503.00

FIRST AMENDMENT
TO AGREEMENT BETWEEN
THE CITY OF PORTLAND AND
DOWNTOWN IMPROVEMENT DISTRICT, INC.
d/b/a/ PORTLAND DOWNTOWN

THIS FIRST AMENDMENT is made as of the 1st day of July, 2020, to the AGREEMENT dated June 28, 2019 by and between the CITY OF PORTLAND, a body politic and corporate located in Cumberland County, Maine (“City”) and DOWNTOWN IMPROVEMENT DISTRICT, INC., d/b/a PORTLAND DOWNTOWN, a Maine non-profit corporation, having its office and place of business at Portland, Maine (“Portland Downtown”).

WITNESSETH:

WHEREAS, City and Portland Downtown entered into a certain Agreement dated June 28, 2019 (the “Agreement”), with respect to certain services to be provided by the parties during Fiscal Year 2020 in a City approved economic development district designated as the “Downtown Improvement District (“District”); and

WHEREAS, the term of the Agreement expires on June 30, 2020; and

WHEREAS, due to the COVID-19 pandemic, the City has postponed the process to approve its budget for Fiscal Year 2021, and, as a result, the Agreement will terminate before the City Council approves that budget; and

WHEREAS, the parties hereto wish to amend the Agreement to extend the term on a month to month basis until the date that the parties execute a new agreement or otherwise terminate the existing Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Portland Downtown hereby agree as follows:

1. The Term of the Agreement, which currently expires on June 30, 2020, shall continue on month-to-month basis commencing July 1, 2020. Either party may terminate the Agreement for its convenience by providing written notice to the other party on or before the 20th day of the then-current month in order to terminate the Agreement at the end of that month. For example, if the City wishes to terminate the Agreement as of August 31, 2020, it must so notify Portland Downtown on or before August 20, 2020.
2. The reference to June 30 in Article II(b) is hereby extended through the term of the Agreement as extended by this First Amendment.

3. Portland Downtown acknowledges and agrees that the administrative fee described in Article II(b) of the Agreement shall continue to apply on a prorated basis during the term of the Agreement as amended hereby. In other words, for each month that the term of the Agreement is extended, Portland Downtown shall be charged an administrative fee of one twelfth of \$9,650.00, or \$804.17.
4. Portland Downtown acknowledges and agrees that it shall continue to pay the City the monthly installment payments for the Supplemental Downtown District Services described in Article IV of the Agreement. For each month that the term of the Agreement is extended, Portland Downtown shall pay to the City one twelfth of \$404,862.00, or \$33,738.50.
5. Any and all terms of the Agreement not herein amended shall remain in full force and effect for the duration of the Agreement as amended hereby and are hereby ratified. In the event of any conflict between the terms of this Amendment and the terms of the Agreement and any exhibits thereto, the terms of this Amendment shall govern and control so long as this Amendment is in effect.

(Signature Page Follows)

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed by their duly authorized representatives or officers, as of the date first written above.

WITNESS:

CITY OF PORTLAND

By: Jon P. Jennings
Jon P. Jennings
Its City Manager

WITNESS:

DOWNTOWN IMPROVEMENT
DISTRICT, INC.
d/b/a PORTLAND DOWNTOWN

[Signature]

By: David Packard
David Packard
Its Board Chair

[Signature]
Approved as to Form:
City Corporation Counsel's Office

Approved as to Funds:
City Finance Department

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed by their duly authorized representatives or officers, as of the date first written above.

WITNESS:

CITY OF PORTLAND

By:

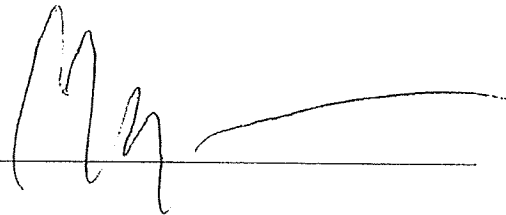


Jon P. Jennings
Its City Manager

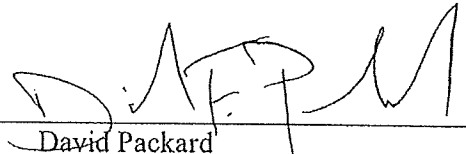
WITNESS:

DOWNTOWN IMPROVEMENT
DISTRICT, INC.

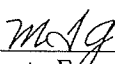
d/b/a PORTLAND DOWNTOWN



By:



David Packard
Its Board Chair


Approved as to Form:

City Corporation Counsel's Office



Approved as to Funds:

City Finance Department

**AGREEMENT BETWEEN
THE CITY OF PORTLAND
AND
DOWNTOWN IMPROVEMENT DISTRICT, INC.
d/b/a PORTLAND DOWNTOWN**

AGREEMENT made this 28th day of June, 2019, by and between the **CITY OF PORTLAND**, a municipal corporation of the State of Maine, (the "**City**") and **DOWNTOWN IMPROVEMENT DISTRICT, INC., d/b/a PORTLAND DOWNTOWN**, a Maine non-profit corporation, having its office and place of business at Portland, Maine ("**Portland Downtown**" or "**PD**").

WHEREAS, by Council Orders 306-91/92 dated March 16, 1992, 185-94/95 dated February 22, 1995, 158-03/04 dated March 1, 2004, and 242-18/19 dated June 18, 2018, the City has approved an economic development district designated as the "Downtown Improvement District" (hereinafter, the "District"), a description and map of which are attached hereto as Exhibits A and B respectively and incorporated herein; and

WHEREAS, in 1992 the private sector formed an independent, non-profit corporation that has since managed Portland Downtown in fulfilling its mission, which includes, in part, the administration of the provision of supplemental services to the District, as described herein; and

WHEREAS, Portland Downtown is in need of services within the District which supplement the baseline services provided by the City ("Supplemental Services") and the City is willing to provide Supplemental Services pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants herein contained, the parties hereto mutually agree as follows:

ARTICLE I. Term

- a. The term of this Agreement shall commence on July 1, 2019 and expire on June 30, 2020 (the "Term").

ARTICLE II. Financial Considerations

- a. The City will levy development district assessments ("Development District Assessments") on property in the District as authorized by the City Council and permitted by law. City-owned property, as well as property which is tax exempt under Maine law, shall not be assessed by the City.

- b. For the period commencing July 1, 2019 and ending June 30, 2020 the City will pay Portland Downtown in monthly installments, to reflect the Development District Assessments collected by the City net of the all-inclusive administrative fee defined below. Installment payments will be made on the 1st of each month beginning July 2019 through and including June 1, 2020. Portland Downtown agrees to an all-inclusive administrative fee, defined as direct and indirect costs, of Nine Thousand Six Hundred Fifty Dollars (\$9,650.00). In addition, the City is entitled to withhold an estimate of uncollected development district assessments from payment to Portland Downtown. The estimate will be provided to Portland Downtown by 2/15/2020 (month/day). Any difference between estimated and actual uncollected Development District Assessments will be trued up in the next fiscal year pursuant to subsection c below.
- c. In addition to the foregoing, the City will pay in a lump sum, within thirty (30) days from the close of the fiscal year, any amount assessed in a prior year, but collected in a subsequent year. Said payment by City shall be in the amount of the net assessment collected as provided herein, less any amounts remaining to be reimbursed under a prior year Agreement with the City, and considering any prior payments made as per Section b. City will provide Portland Downtown with written detail as to any deductions taken from payments under this paragraph.
- d. Notwithstanding the foregoing, Portland Downtown agrees that it will neither encumber funds which it anticipates receiving from development district assessments nor incur expenditures in anticipation of receipt of such funds except in accord with the line items in the budget attached hereto as Exhibit C, or any subsequent amendments thereto approved by the City.
- e. Portland Downtown has approved Portland Downtown's budget and Development Program in Exhibit C, covering the period beginning on July 1, 2019, and ending on June 30, 2020, and the City Council has approved the special assessment mil rate that provides funding to support the Portland Downtown's budget and Development Program.
- f. Portland Downtown will provide the Director of Finance with an annual certified financial statement, including, but not limited to, a statement of its cash position. At a minimum, the statement shall list all income and expenses, and shall be provided to the Finance Director within six (6) months after the fiscal year ends.
- g. Portland Downtown shall have reasonable access to the City's assessment collection records, and the City shall have reasonable access to the Portland Downtown's books and records.

Article III. Baseline Services To be Provided By City

- a. The City will provide, at no expense to Portland Downtown, all of the services included on the list entitled Baseline City Services that is attached hereto as Exhibit D and made a part hereof (the “Baseline City Services”). The specific nature and amount of such Baseline City Services shall be determined in the City’s reasonable discretion.
- b. The City may reduce the Baseline City Services in its discretion at any time, but only as part of a City-wide reduction in such services.

Article IV. Supplemental Downtown District Services To Be Provided By City For A Fee

- a. The City will provide all of the services included on the list entitled Supplemental Downtown District Services that is attached hereto as Exhibit E and made a part hereof. In consideration of the City’s provision of the Supplemental Downtown District Services, Portland Downtown shall pay the City the total amount set forth in Exhibit F, Public Works Budget, in 12 equal monthly installments during the term of this Agreement.
- b. The City shall endeavor to assign the following City staff (the “City Downtown Staff”) to perform the Supplemental Downtown District Services:

- 1 Public Works Supervisor – Daytime, 52 Weeks.
- 1 Portland Downtown Steward – Daytime, 52 Weeks
- 3 Maintenance Workers – 2 Daytime and 1 Overnight, 52 Weeks
- 3 Seasonal Laborers, 2 in Summer and 1 in the Winter – Days

The City Downtown Staff shall either be employees of or contractors for the City and shall not be considered to be employees of Portland Downtown. The City reserves the right to increase or decrease the number of City Downtown Staff and to change their hours and schedules if it determines that such increase or decrease is in the City’s best interests, provided that any decrease in such staff shall not result in a material decrease in the Supplemental Downtown District Services.

- c. The City’s Public Works Director and/or designee (the “City Director”) and Portland Downtown’s Executive Director and/or designee (the “PD Director”) agree to meet and communicate on a monthly basis with meeting agendas to ensure quality control in service delivery is meeting expectations and to share updated information on service activities, programs and projects.
- d. Portland Downtown and City Manager will meet annually to discuss prioritization of larger projects within the District generally included in baseline services or CIP and managed by other City teams or departments. These include, but are not limited to, major sidewalk repairs, tree well rehabilitation, landscape installations and other reconstruction projects.
- e. In the event Portland Downtown requests services from City in addition to those included herein, City shall have the option, in its sole discretion, to provide such services

with payment to be made by Portland Downtown for any such services on a time and materials basis, or such other basis as the parties may agree in writing. The budget for additional services must be agreed to in advance by the parties. "Time" as used herein shall mean all of the City's employee costs, i.e. hourly wages or salary, and "materials" as used herein shall mean the actual cost to the City of equipment, materials and/or supplies provided or used in connection with such services, with no additional markup. In such cases the City shall provide a detailed and itemized invoice of the individuals providing the service, the time spent by the individuals and the volume and unit cost of materials expended.

- f. It is understood and agreed by the parties that City will adopt an expenditure budget, Exhibit F, which shall be provided to Portland Downtown for preliminary review no later than March 15, 2020, and which will include the cost of the Supplemental Downtown District Services, and that the City will adopt a revenue budget that will provide for the reimbursement of such costs by Portland Downtown as provided hereunder. In the event that either Portland Downtown or the City anticipates that there will be insufficient revenues to pay for such Supplemental Downtown District Services, said party will notify the other party of the anticipated shortfall, and the parties agree to meet promptly and confer to modify the level of Supplemental Downtown District Services that the City is able to provide. It shall be the responsibility of PD to notify City as soon as reasonably possible if such Supplemental Downtown District Services need to be modified or adjusted for anticipated revenue shortfalls or modifications. In the event of a revenue shortfall, the City will have no obligation to provide Supplemental Downtown District Services in excess of PD funds available to reimburse City. The City will have the right, but not the obligation, to continue to provide such Supplemental Downtown District Services to the extent provided in the City budget even in the event of a revenue shortfall. The parties agree to memorialize in writing any changes in the monthly payments due under this Agreement.
- g. In addition to any required City work uniforms, City Downtown Staff will wear vests already purchased by the City, which include the Portland Downtown logo.
- h. Prior to any discussion of modifying, adjusting or terminating this Agreement, Portland Downtown shall invite the City Manager or his designee to a meeting of the Board to discuss such contemplated modification, adjustment or termination.

Article V. Services To Be Provided By Portland Downtown.

- a. Except for the Supplemental Services, which shall be provided by the City and paid for by Portland Downtown in accordance with Article IV, Portland Downtown, shall provide the services described in Exhibit C, Portland Downtown's Budget and Development Plan.
- b. In addition to the services described in Exhibit C, Portland Downtown may, at its own expense:
 - i. Provide staff and administrative services for supervision of the daily activities and public space management of the District.

- ii. Establish positions for administration and management of its programs; recruit, hire, and pay and otherwise supervise its work force necessary to implement this charge.
- iii. Establish a corporate Board of Directors whose members fairly represent a cross section of taxpayers in the District.
- iv. Establish a mechanism for resolving any dispute to the kind and level of services which may arise between Portland Downtown and persons subject to development district assessments regarding the kind and level of services provided by Portland Downtown. As such time, a dispute cannot be resolved the City Manager will be notified.
- v. Provide liaison between the City, the District, property owners, civic groups, interested persons, and other groups and individuals, as necessary to carry out the mission of the Portland Downtown.
- vi. Maintain all minutes and records of Portland Downtown proceedings as may be required.
- vii. Participate in decoration and beautification of public places in the District.
- viii. Sponsor and promote public events to take place on or in public places in the District, subject to the provisions in Exhibit E.
- ix. Provide advice or feedback to City staff about proposed events in public spaces within the District.
- x. Advertise and promote non-profit, cultural, educational and commercial business activities in the District.
- xi. Maintain existing pedestrian way finding signage for the District in accordance with applicable City codes and ordinances.
- xii. Conduct public relations, generating favorable publicity for, and enhancing economic growth in, the District.
- xiii. Manage Visitor Information Booth in Tommy's Park.
- xiv. Wash, maintain and relocate street furniture, trash cans, street lanterns, and undertake minor repairs to street furniture.
- xv. Engage in partnerships with other organizations to provide programs and services.
- xvi. Install pole banners in the District, provided that Portland Downtown shall obtain the consent of the City's Director of Parks, Recreation and Facilities, or his or her designee, prior to the installation of any banners.
- xvii. Monitor performance of City Downtown Staff through specific PD access to "See, Click, Fix" software. PD may also track and evaluate outcomes to ensure alignment with this Agreement. Data will be reported to the City's Director of Public Works by PD's staff during the monthly meeting as designated in Article IV, Section c.

Nothing in this Agreement is intended to or shall be construed to limit Portland Downtown's general powers, as set forth in the Maine Nonprofit Corporation Act, Title 13-B of the Maine Revised Statutes Annotated.

ARTICLE VI. Termination.

- a. This Agreement may be terminated by either party for good cause. Good cause shall be deemed to be found by the City at such time as Portland Downtown's performance under this Agreement has been determined in the exclusive judgment of the City Manager to be unsatisfactory, which determination shall not be unreasonable.
- b. If Portland Downtown should fail to perform any material covenant, obligation or agreement hereunder for a period of thirty (30) days after written notice from the City Manager specifying such failure, then, upon expiration of the thirty (30) day period, the City Manager may provide Portland Downtown with notice of his intention to terminate the Agreement as provided herein. Portland Downtown shall have a ninety (90) day period, computed from the date of receipt of the notice of intent to terminate, within which to provide satisfactory service. In the event the City Manager should determine, at the expiration of the ninety (90) day period, that Portland Downtown's performance is still unsatisfactory and declare that the Agreement is terminated, the City Manager shall provide Portland Downtown with a written notice of termination. Portland Downtown shall have the right to appeal his decision to the City Council. PD shall file such appeal with the City Manager within seven (7) business days from the date Portland Downtown receives the notice of termination. The terms and conditions of this Agreement shall remain in full force and effect and binding on both parties until the City Council has acted on the appeal.
- c. Portland Downtown shall be deemed to have good cause to terminate this Agreement if
 - (i) the City, pursuant to the provisions of Article II, should reduce its anticipated payments by more than 20% of the amount it would otherwise have paid during the periods from July 1, 2019 to December 31, 2019, and January 1, 2020 to June 30, 2020;
 - (ii) if the City should be more than 30 days in arrears in any payment due hereunder; or
 - (iii) the City should fail to provide the Supplemental Downtown District Services in a material and substantial way. In the event Portland Downtown should have "good cause" to terminate this Agreement, its relief shall be limited solely to termination of this Agreement, and it shall not be entitled to damages of any kind nor to equitable relief.
- d. Nothing herein shall be construed as giving Portland Downtown the right to perform the work contemplated under this Agreement beyond the time when Portland Downtown's services become unsatisfactory as determined by the City Manager, following the ninety (90) day notice period, or, in the event of an appeal, beyond the time the City Council has affirmed the City Manager's decision. In case Portland Downtown should be discharged before all the services contemplated hereunder have been completed, or the services for any reason should be stopped, either because of the expiration of the term hereof or because of the inability of Portland Downtown to fulfill its obligations under this Agreement, Portland Downtown shall be reimbursed for all services satisfactorily performed to the date of termination in accordance with Article II hereof. After notice of termination and completion of the appeal process, Portland Downtown shall:

1. With respect to existing activities, take only such actions as the City Manager shall direct;
 2. Upon City's request, assign to the City in the manner, at the times and only to the extent the City, acting by and through its City Manager, may direct it to do so, all the rights, title and interest of Portland Downtown in and to all existing orders and agreements.
 3. To the extent rights, title and interests of Portland Downtown in and to existing orders and agreements may be assigned to the City and accepted by it; obligations incurred on or after such assignment will be assumed by the City. Otherwise, Portland Downtown shall settle all outstanding liabilities and all claims arising out of any terminated orders or agreements.
 4. Deliver to the City, in the manner, at the times and to the extent directed by the City Manager, all documents and data produced by Portland Downtown as part of or in connection with the work.
- e. Either party may terminate or modify this Agreement in the event of a budget shortfall upon no less than Sixty (60) days prior written notice to the other party.
- f. In the event Supplemental Downtown District Services are terminated for any reason by either party, it shall be in City's discretion as to whether it will continue or resume providing such Supplemental Downtown District Services.

ARTICLE VII. Assignment

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

ARTICLE VIII. Performance of Services

All services performed under this Agreement shall be performed in a good, workmanlike fashion.

ARTICLE IX. Compliance with Law

Portland Downtown will comply with all applicable provisions of Federal, State, and local law, including, but not limited to, the Civil Rights Act of 1964, in its performance under this Agreement. Portland Downtown shall include a similar provision in each of its subcontracts.

ARTICLE X. Indemnification

- a. Portland Downtown shall, at its own cost and expense, defend, indemnify, and hold harmless the City, its officers, agents, and employees, from and against the following:

1. to the fullest extent permitted by law, Portland Downtown shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including but not limited to costs of defense, including attorney's fees, arising out of or resulting from the performance of this Agreement, provided that any such claims, damage, loss or expense is (1) attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property, including the loss or use thereof; and (2) is caused in whole or in part by any negligent act or omission of Portland Downtown, anyone directly or indirectly employed by it, or anyone for whose act it may be liable;
2. all claims and liens of Portland Downtown's consultants, subcontractors, and their laborers, mechanics, materialmen, and/or suppliers. Such obligation shall not be construed either to negate or abridge any other obligation of indemnification, and shall not be limited by any provision for insurance contained in this Agreement.
3. Notwithstanding the foregoing, nothing herein shall be construed as waiving or otherwise voiding the City's right to all protections under the Maine Tort Claims Act, 14 M.R.S. §§ 8101 et. seq., as the same may be amended from time to time.

ARTICLE XI. Insurance

- a. Neither Portland Downtown nor any of its subcontractors shall commence work under this Agreement until they have provided the insurance coverage required by this Agreement and such coverage has been approved by the City.
- b. Prior to the execution of this Agreement, Portland Downtown will procure and maintain occurrence-based Automobile Liability Insurance and Commercial General Liability Insurance coverage in amounts of not less than Four Hundred Thousand Dollars (\$400,000.00) per occurrence for bodily injury, death and property damage, naming the City as an additional insured thereon, and also Workers' Compensation Insurance coverage to the extent required by law. With respect to the Automobile and Commercial General Liability Insurance, Portland Downtown shall name the City as an additional insured for coverage only in those areas where government immunity has been expressly waived by 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the City under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the City. Prior to execution of this Agreement, Portland Downtown shall furnish the City and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice to the City of termination of insurance from the insurance provider or agent. Portland Downtown shall also provide a copy of any endorsement naming the City as additional insured. A certificate that merely has a box checked under "Addl Insr," or the like, or that merely states the City of Portland is named as an Additional Insured, will not be acceptable. The Workers' Compensation insurance shall

include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees. Upon City's request, Portland Downtown shall provide City with a complete copy of any of the above-referenced policies. Portland Downtown shall be responsible for any and all deductibles and/or self-insured retentions.

Article XII. No Joint Venture; Independent Contractors

- a. Nothing contained in this Agreement will constitute or be construed to be or create a partnership or joint venture between the parties or any of their respective officers, directors, employees, affiliates, successors or assigns. The parties understand and agree that this Agreement does not make either of them an agent or legal representative of the other for any purpose whatsoever. No party is granted, by this Agreement or otherwise, any right or authority to assume or create any obligation or responsibilities, express or implied, on behalf of or in the name of any other party, or to bind any other party in any manner whatsoever.
- b. Each party will secure, at its own expense, all personnel, materials, and equipment required to perform its obligations under this Agreement. Each party, in accordance with its status as an independent contractor, covenants and agrees that its employees shall be regarded for all legal and tax purposes as its own employees during the term of this Agreement, and each party shall govern and supervise the work of its own employees. Each party shall discharge all applicable obligations imposed upon employers under the law, including without limitation payment of wages, social security taxes, withholding taxes, unemployment taxes and worker's compensation. Both parties' employees shall not be considered employees of the other party for any purpose and shall not be entitled to any retirement benefits, social security benefits, unemployment benefits, group health or life insurance, vacation, personal, or sick leave, worker's compensation, or any other similar benefits ("Employment Benefits") from the other party. Each party further covenants and agrees that its employees will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, officers or employees of the other party by reason of this Agreement, and that its employees will not, by reason of this Agreement, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the other party, including but not limited to the Employment Benefits.
- c. Nothing in this Agreement is intended to or does prohibit Portland Downtown or the City from entering into any other contractual relationship with each other or any third party.

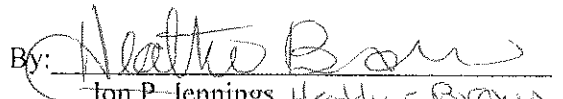
Signature page follows.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
28th day of June, 2019.

WITNESS



CITY OF PORTLAND

By: 
Jon P. Jennings Heather Brown
Its City Manager

WITNESS



DOWNTOWN IMPROVEMENT
DISTRICT, INC.
d/b/a PORTLAND DOWNTOWN

By: 
Kim Volk
Its Board Chair

Approved as to Form:


City Corporation Counsel

Approved as to Funds:

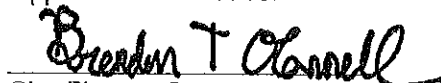

City Finance Department

EXHIBIT A

(Insert Map of District)



Portland
Downtown District
Boundary Map
June 18, 2018

EXHIBIT A

Legend

Portland Downtown District a/c 7/1/2018

0 500 1,000 2,000 Feet

12 of 26

EXHIBIT B

(Insert Legal Description of District)

The following is a description of the boundary of Portland Downtown as of July 1, 2018:

Beginning at the intersection of the easterly side of State Street and the northerly side of Congress Street;

Thence easterly along the northerly side of Congress Street to the southwesterly side of High Street;

Thence northwesterly along the southwesterly side of High Street to the southerly side of Deering Street;

Thence northeasterly perpendicular to and crossing High Street to the northeasterly side of High Street;

Thence northwesterly along the northeasterly side of High Street to the southeasterly side of Cumberland Avenue;

Thence northeasterly along the southeasterly side of Cumberland Avenue to the southwesterly side of Franklin Street;

Thence southeasterly along the southwesterly side of Franklin Street to the northwesterly side of Commercial Street;

Thence easterly and diagonally across Commercial Street to the intersection of the southeasterly side of Commercial Street with the northeasterly boundary line of the Maine State Pier;

Thence southwesterly along the southeasterly side of Commercial Street to its intersection with the northeasterly side of the road to Wright's Wharf;

Thence northwesterly perpendicular to and crossing Commercial Street to the northwesterly side of Commercial Street;

Thence southwesterly along the northwesterly side of Commercial Street to the northeasterly side of High Street;

Thence northwesterly along the northeasterly side of High Street to the northwesterly side of Spring Street;

Thence southwesterly along the northwesterly side of Spring Street to the northeasterly side of Park Street;

Thence northwesterly along the northeasterly side of Park Street to the southerly side of Congress Street;

Thence westerly along the southerly side of Congress Street to the easterly side of State Street;

Thence northerly along the easterly side of State Street to the northerly side of Congress Street and the Point of Beginning.

Meaning and intending to include all parcels fronting on the streets and contained within the perimeter of the figure as described.

All as shown on a map dated 6/18/2018 entitled Portland Downtown District Boundary Map on file in the City of Portland's Assessor Office and the Economic Development Office. Any inconsistencies between this description and the boundary map shall be controlled by the boundary map.

EXHIBIT C

(Insert Portland Downtown Budget)

PORTLAND DOWNTOWN DRAFT BUDGET FY20

Estimated valuation \$933,979,390

FY20 Proposed FY19 Budget

INCOME

ASSESSMENT INCOME	\$	1,018,037	\$	956,209
EVENT INCOME				
LIGHT UP YOUR HOLIDAYS				
TREE LIGHTING SPONSORSHIPS	\$	10,000	\$	10,500
WINDOW DISPLAY CONTEST SPONSOR	\$	1,000	\$	500
HORSE + WAGON RIDE SPONSORSHIPS	\$	5,000	\$	6,000
SHOP FOR A CAUSE SPONSORSHIP	\$	2,500	\$	2,500
MERRY MADNESS TICKET SALES	\$	19,000	\$	19,000
MERRY MADNESS SPONSORSHIP	\$	7,500	\$	5,000
Total Light Up Your Holidays	\$	45,000	\$	43,500
POLICE AWARDS BREAKFAST	\$	5,000	\$	5,000
DOWNTOWN WORKER APPRECIATION DAY	\$	3,000	\$	3,000
SUMMER KICK OFF WEEKEND				
SQUARE HOP SPONSORSHIP	\$	2,000	\$	2,000
OPF SPONSORSHIPS	\$	-	\$	2,500
OPF INCOME	\$	-	\$	47,500
Total Summer Kick Off Weekend	\$	2,000	\$	52,000
Total EVENT INCOME	\$	55,000	\$	103,500
DIRECTORY PARTNERSHIP/CONTRIBUTION	\$	5,000	\$	5,000
GRANT INCOME	\$	2,500	\$	5,000
CONTRIBUTIONS INCOME	\$	750	\$	1,000
PARK & WORK INCOME	\$	750	\$	1,000
Total Income	\$	1,082,037	\$	1,071,709

Expense

CLEAN INITIATIVES				
SUPPLEMENTAL SERVICES CONTRACT	\$	404,862	\$	380,000
FIXED FEE FOR DID ADMIN	\$	9,650		
ESTIMATED NONCOLLECTION	\$	10,180	\$	18,583
REPAIRS & IMPROVEMENTS	\$	5,000	\$	5,000
Total Clean Initiatives	\$	429,692	\$	403,583

EMPLOYEE COSTS

PAYROLL	\$	268,500	\$	250,000
HEALTH & DENTAL	\$	30,000	\$	30,000
LIFE & DISABILITY INSURANCE	\$	3,500	\$	3,500
PAYROLL PROCESSING FEE	\$	1,200	\$	1,200
PAYROLL TAX EXPENSE	\$	18,796	\$	17,500
EMPLOYEE PARKING & BUS	\$	3,500	\$	5,000
UBIT (Federal Transportation Tax)	\$	800		
SIMPLE IRA MATCH	\$	4,000	\$	4,000
Total Employee Costs	\$	330,296	\$	311,200

PROGRAMS & PARTNERSHIPS

WINTER LIGHTS/PANDORA LACASSE	\$	62,000	\$	57,500
VISITOR INFORMATION BOOTH/VISIT PORTAND	\$	10,000	\$	10,000
POLICE CADET PROGRAM EXPENSE	\$	31,000	\$	32,500
LEARNING WORKS	\$	16,500	\$	14,000
MILESTONE HOMETEAM	\$	6,500	\$	6,500
Total Programs & Partnerships	\$	126,000	\$	120,500

RENT & UTILITIES

RENT	\$	20,000	\$	20,000
CAM CHARGES	\$	9,720	\$	10,200
TAXES- PERSONAL PROPERTY	\$	400	\$	900
ELECTRIC	\$	1,700	\$	1,700
GAS	\$	1,500	\$	1,500
TELEPHONE & INTERNET	\$	3,800	\$	4,000
Total Rent & Utilities	\$	37,120	\$	38,300

OPERATIONS

BANK SERVICE CHARGES	\$	100	\$	100
CLEANING	\$	4,200	\$	4,000
COPIER	\$	3,500	\$	3,000
IT SUPPORT	\$	1,250	\$	1,250
MEMBERSHIPS, DUES & SUBSCRIPTIONS	\$	4,000	\$	4,000
EQUIPMENT EXPENSE	\$	2,000	\$	2,000
POSTAGE	\$	4,500	\$	4,500
SUPPLIES	\$	4,000	\$	3,000
WEBSITE HOSTING + DEVELOPMENT	\$	1,250	\$	1,250
SUBCONTRACTORS	\$	4,000	\$	3,500
CONTINGENCY FUND	\$	4,829	\$	2,000
RESERVE FUND	\$	20,000	\$	20,126
Total Operations	\$	53,629	\$	48,726

MARKETING

GENERAL MARKETING	\$	15,000	\$	21,000
DIRECTORY DISTRIBUTION	\$	5,000	\$	5,000
SPONSORSHIPS/PARTNERSHIPS	\$	3,000	\$	3,000
Total Marketing	\$	23,000	\$	29,000

INSURANCE

DIRECTORS & OFFICERS	\$	650	\$	650
GENERAL/EVENTS/LIQUOR	\$	6,000	\$	6,000
WORKERS COMPENSATION	\$	1,100	\$	1,100
Total Insurance	\$	7,750	\$	7,750

PROFESSIONAL FEES

ACCOUNTING	\$	3,500	\$	3,500
ANNUAL ELECTIONS	\$	2,500	\$	2,500
LEGAL	\$	4,000	\$	4,000
Total Professional Fees	\$	10,000	\$	10,000

ORGANIZATIONAL ACTIVITIES

STAKEHOLDER + VOLUNTEER APPRECIATION MEETINGS	\$	2,500	\$	2,000
PROFESSIONAL DEVELOPMENT	\$	7,500	\$	6,500
Total Organizational Activities	\$	12,500	\$	10,500

EVENTS**LIGHT UP YOUR HOLIDAYS**

LUYH GENERAL MARKETING	\$	4,500	\$	5,000
TREE LIGHTING: MARKETING	\$	4,500	\$	5,000
TREE LIGHTING: PERFORMERS & SOUND	\$	1,500	\$	4,000
TREE LIGHTING: SECURITY	\$	1,000	\$	1,500
TREE LIGHTING: STAGE	\$	1,000	\$	2,000
TREE LIGHTING EVENT MANAGEMENT	\$	500	\$	1,000
RETAIL EVENTS	\$	4,500	\$	1,500
WAGON RIDES	\$	6,800	\$	7,500
MERRY MADNESS: MARKETING	\$	2,000	\$	2,000
MERRY MADNESS: EVENT	\$	9,500	\$	9,500
MERRY MADNESS EVENTBRITE FEES	\$	3,000	\$	2,000
MERRY MADNESS: EVENT MANAGEMENT	\$	1,500	\$	1,200
TOY FUND DONATION	\$	-	\$	1,200
Total Light Up Your Holidays	\$	40,300	\$	43,400

POLICE AWARDS BREAKFAST	\$	4,500	\$	4,250
DOWNTOWN WORKER APPRECIATION DAY	\$	3,500	\$	2,500

SUMMER KICK OFF WEEKEND

SQUARE HOP ENTERTAINMENT	\$	2,000	\$	2,000
SQUARE HOP MARKETING	\$	1,000	\$	1,000
OPF MARKETING	\$	-	\$	5,000
OPF PERMITS	\$	-	\$	10,000
OPF SECURITY	\$	-	\$	3,000
OPF ELECTRICIAN	\$	-	\$	7,000
OPF EVENTBRITE FEES	\$	-	\$	3,500
OPF EVENTS MANAGER	\$	-	\$	6,000
OPF MISC (golf carts, etc)	\$	-	\$	3,500
Total Summer Kick Off Weekend	\$	3,000	\$	41,000
TOTAL EVENTS	\$	51,300	\$	91,150
PARK AND WORK	\$	750	\$	1,000
TOTAL EXPENSE	\$	1,082,037	\$	1,071,709
NET INCOME (LOSS)	\$	(0)	\$	-

EXHIBIT D

BASELINE CITY SERVICES

(To be provided City-wide by the City at no cost to Portland Downtown)

Capital Improvements and Maintenance

- Streetscape Amenity Maintenance - The City will repair and correct any defects, deficiencies or problems in the district as necessary. Items of focus include light and utility poles, sidewalks, curbstones, trash cans, signs, crosswalk markings, traffic signals, tree wells, planters, benches, trees, kiosks, shelters, bollards, and any other amenity that is now or at some point in the future may be installed. All repairs, etc., will take place within a reasonable time after notice of need.
- Sidewalks - To the extent it is funded, the City will undertake an on-going sidewalk maintenance program to repair existing sidewalks and replace bituminous repairs with permanent repairs.
- Lighting, maintenance, and replacement of all street lights and traffic signals and payment for necessary electrical energy.
- Parks, playgrounds, and trails.

Beautification

- Horticulture and tree care in parks, squares and streets.
 - In all public areas, the City will maintain and improve the condition of flowerbeds, trees, tree wells, bushes, plantings and other like horticultural amenities. Such activities shall include the initial planting, timely and appropriate maintenance, preventative and otherwise, and expeditious replacement of any damaged, destroyed or diseased horticultural products, including grass, flowers, and trees.
- Green space maintenance.
 - The City shall maintain and mow all public grassed areas.
- Holiday Decorations. The City will install and remove downtown Holiday decorations throughout the District to include Christmas trees at Monument Square and City Hall Plaza, string lights on light poles, and common area trees such as Tommy's Park, and provide for electrical energy related costs. This paragraph does not include installation or removal of, or any costs associated with, any of Pandora Lacasse's Winter Lights, which shall be installed and removed at Portland Downtown's sole expense.

Cleanliness

- Street sweeping - All streets or parts thereof included in the downtown improvement district zone will be swept from curb line to curb line on an as needed basis.
- Trash removal – Daily and when necessary emptying of all trash and recycling receptacles in the downtown improvement district zone and disposal of resulting waste.

- Street snow plowing and removal - The City will plow and remove snow as necessary from all streets and parts thereof in the downtown improvement district zone.
- Graffiti removal on public property.
- Downtown Blitz - This is a two-week program for time duration. Each year the City shall undertake a dedicated effort to repair, repaint, replace and correct any defects, deficiencies or problems in the district. Items of focus shall include light and utility poles, sidewalks, curbstones, trash cans, benches, signs, crosswalk markings, traffic signals, tree wells, planters, benches, trees, kiosks, shelters, bollards, and any other amenity that is now or at some point in the future may be installed. This program will be undertaken as early as possible each Spring and conclude as rapidly as possible. Performance of some activities, i.e. painting, will take place annually as conditions permit. Major capital activity or the reconstruction and/or repair of significant infrastructure (street paving, sewer work, etc.) would not be considered part of this blitz program.

Safety

- Police protection.
 - A minimum of 4 uniformed patrol officers will intersect all or part of the downtown improvement district area. The actual number of officers will vary depending upon time of day and day of week. During periods when calls for service are typically at their peak, the number of officers assigned will increase significantly, for example during weekend evenings and the summer months. This increase will include foot and bicycle patrols. Officers will be supported with additional personnel (supervisors, detectives, evidence technicians) as necessary.
 - As long as the Community Policing Officer Program is in effect, at least one Community Police Officer will be assigned to the Downtown Improvement District area.
 - Holiday Patrol—from the Friday following Thanksgiving to New Year's Day, patrol efforts will be supplemented by use of a foot patrol. The number of officers and hours of the assignment is dependent upon staffing levels.
- Fire protection.

EXHIBIT E

SUPPLEMENTAL DOWNTOWN DISTRICT SERVICES

(To be provided in the District by City at an annual fixed fee)

Cleanliness, Maintenance, Snow Removal

- Litter patrol, collection, and disposal on streets, sidewalks, tree wells and public areas within the District.
- Graffiti removal from City property within 5 days of notification.
- Removal of posters from PD poster boards.
- Check condition, catalogue, and if necessary paint or clean all public furniture and fixtures twice a year, at minimum. Furniture and fixtures shall include (but not be limited to) the following items:
 - Benches;
 - Trash/recycling receptacles;
 - Light pole bases; and,
 - Planters.
- Sidewalks will be cleaned on a daily basis, weather and season permitting.
- Sidewalk snow removal: All property owners in the District are responsible for maintaining their sidewalks and property in the winter pursuant to Portland City Code §§25-171 to 25-180. Following a snow storm, the City will provide a clear walkway no less than the width of a sidewalk tractor's capability. To the extent reasonable, the City will clear the sidewalk area, but it is not the intent of the parties that the City will clear the snow from the full width of the sidewalk area. The City will provide ice control to the extent possible. If weather conditions are so severe that the area cannot be plowed due to equipment capability, the City, in its discretion, may choose to delay clearing of the sidewalks but must complete the work within 24 hours of the storm being complete.
- Clean and maintain bathrooms located at Fore Street Parking Garage.
- Maintenance and cleaning of Visitor Information Booth in Tommy's Park at least once per month during season (May-October). "Quick response" repairs, such as missing bricks or landscaping damage shall be performed by City Downtown Staff as soon as possible.

Beautification

- In addition to horticultural obligations of the City under Exhibit D, the City shall plant flowers and other plants in all flower urns in the District, regularly remove weeds from tree wells, and improve and maintain the same. In performing such services, the City shall pay particular attention to Longfellow Square, Congress square, Monument Square, Tommy's Park, Post Office Park, Boothby Square, Lincoln Park, Pleasant Street Park, and Bell Buoy Park.

Events in the District

- Portland Downtown provides events as described in its Budget and Development Program attached as Exhibit C.
- In connection with these events, the City will provide, at no expense to Portland Downtown, the following:
 - Waived event permit fees.
 - “No Parking” signs, wooden barricades, recycling services.
 - Access to City electricity service in public spaces.
 - Police and Fire Department services for Portland Downtown’s annual Tree Lighting event.
- Notwithstanding the above, Portland Downtown shall be required to comply with all Public Assembly Facilities Division permit requirements and shall be responsible for the City’s costs of the following services at the City’s standard rates:
 - Street closure expenses, including threat prevention;
 - Event personnel, including staff and managers;
 - Police and Fire personnel directly related to an event.
- The City will invoice Portland Downtown for all such services at its then current rates, and Portland Downtown shall pay the City all amounts due within 30 days after receipt of such invoices. Portland Downtown shall also be responsible for paying the City’s Permitting and Inspections Department for any applicable fees associated with licenses required for its events, including, without limitation, licenses for temporary food service, street goods, and liquor.

Exhibit F
Public Works Budget

**CITY OF PORTLAND, ME
FY20 ORG LINE DETAIL EXPENDITURE REPORT**

Exhibit F

ACCOUNT DESCRIPTION	FY19 REVISED APPRO (01/31/19)	FY19 TOTAL PROJECTION	FY20 DEPT REQUEST	FY20 MGR RECOMM	INCR / (DECR) FY20 / FY19	APPRO % CHG FY20 / FY19
Portland Downtown District 10031205						
10031205 400110 Salaries & Wages	\$237,167	\$230,000	\$247,523	\$247,523	\$10,356	4.37%
10031205 400130 Temporary Help	\$28,080	\$28,080	\$48,000	\$48,000	\$19,920	70.94%
10031205 400140 Overtime Payments	\$54,556	\$54,556	\$58,384	\$58,384	\$3,828	7.02%
* Payroll	\$319,803	\$312,636	\$353,907	\$353,907	\$34,104	10.66%
10031205 400260 Workers' Compensation	\$0	\$0	\$0	\$0	\$0	---
10031205 400271 Wearing Apparel	\$3,275	\$2,000	\$3,275	\$3,275	\$0	0.00%
10031205 400274 Cellular Phones	\$360	\$636	\$600	\$600	\$240	66.67%
* Benefits	\$3,635	\$2,636	\$3,875	\$3,875	\$240	6.60%
10031205 403500 Contractual Services	\$9,450	\$10,000	\$9,450	\$9,450	\$0	0.00%
10031205 403560 Printing	\$50	\$0	\$50	\$50	\$0	0.00%
* Contractual Services	\$9,500	\$10,000	\$9,500	\$9,500	\$0	0.00%
10031205 404010 M&R Buildings	\$200	\$125	\$200	\$200	\$0	0.00%
10031205 404030 M&R Vehicles	\$300	\$300	\$300	\$300	\$0	0.00%
* Maintenance & Repair	\$500	\$425	\$500	\$500	\$0	0.00%
10031205 404530 Office Equipment Rental	\$300	\$400	\$360	\$360	\$60	20.00%
* Rentals	\$300	\$400	\$360	\$360	\$60	20.00%
10031205 405510 Agricultural Supplies	\$600	\$350	\$400	\$400	(\$200)	-33.33%
10031205 405520 Supplies - All Other	\$16,500	\$16,500	\$23,200	\$23,200	\$6,700	40.61%
10031205 405530 Construction Supplies	\$1,000	\$750	\$1,000	\$1,000	\$0	0.00%
10031205 405535 Cleaning Supplies	\$3,000	\$3,000	\$3,000	\$3,000	\$0	0.00%
10031205 405550 Medical Supplies	\$200	\$150	\$200	\$200	\$0	0.00%
10031205 405560 Minor Equipment	\$3,180	\$3,000	\$2,260	\$2,260	(\$920)	-28.93%
10031205 405565 Computers & Technology	\$0	\$0	\$0	\$0	\$0	---
10031205 405570 Office Supplies	\$500	\$500	\$500	\$500	\$0	0.00%
* Supplies	\$24,980	\$24,250	\$30,560	\$30,560	\$5,580	22.34%
10031205 406310 Gas Service	\$0	\$1,500	\$1,500	\$1,500	\$1,500	---
10031205 406320 Electricity	\$4,274	\$4,000	\$4,000	\$4,000	(\$274)	-6.41%
10031205 406340 Telephone	\$636	\$660	\$660	\$660	\$24	3.77%
* Utilities	\$4,910	\$6,160	\$6,160	\$6,160	\$1,250	25.46%
** Portland Downtown District	\$363,628	\$356,507	\$404,862	\$404,862	\$41,234	11.34%



DOWNIMP-02

MGARDNER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 1780862 HUB International New England 275 US Route 1 Cumberland Foreside, ME 04110		CONTACT NAME: Michelle Gardner PHONE (A/C, No, Ext): (207) 489-7330 FAX (A/C, No): E-MAIL ADDRESS: michelle.gardner@hubinternational.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Philadelphia Indemnity Insurance Company	
		INSURER B: Maine Employers' Mutual Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
Downtown Improvement District, Inc
Portland Downtown
549 Congress Street
Portland, ME 04101

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		PHPK1955140	5/15/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			PHPK1955140	5/15/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	1810089274	8/4/2018	8/4/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor			PHPK1955140	5/15/2019	7/1/2020	Liability \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Portland is included as an additional insured with respects to the Insureds activities
General Liability includes liability for specifically scheduled events.

for the Old Port Festival, Winter Fest, and the Light Up Your Holidays events including Shop for a Cause Day, Merry Madness, Horse & Wagon Rides and the Green Drinks Event. The additional insured status is provided by an endorsement made part of the Insured's policy.

CERTIFICATE HOLDER City of Portland, Maine 212 Canco Road Portland, ME 04103	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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 CHAPTERS 2, 6 and 8
Re: MOVING HOUSING AND COMMUNITY DEVELOPMENT INTO THE DEPARTMENT
OF ECONOMIC DEVELOPMENT**

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

1. That Sections 2-16 and 2-17 are hereby amended, which said sections read as follows:

Sec. 2-16. Positions created.

In addition to the administrative officers and boards established by the Charter, there shall be the following additional administrative officers who shall be appointed in the manner provided in the Charter:

- (a) *Planning Director.* The Planning Director shall be the Director of Planning and Urban Development.
- (b) *Reserved.*
- (c) Director of Housing and Economic Development. The Director of Housing and Economic Development shall be responsible for maintaining an active liaison with existing business, ~~and industry~~ and housing developments located in the city, to assist them with problems in which the city may be involved and to encourage their growth and expansion in Portland. The Director of Housing and Economic Development shall also promote the City as a desirable location for new business, ~~and industry,~~ and residents.

- 1. The Director of the Housing and Economic Development Department shall approve and negotiate housing rehabilitation loans and grants and manage all loan and grant activities concerning residential units, including the repayment thereof

to the City through the Finance Department, and he or she shall be responsible for contract administration and disbursement of all funds to housing rehabilitation agencies from whatever source such funds are derived; and

2. In addition to the aforesaid, the Director of the Housing and Economic Development Department shall undertake such duties or responsibilities with respect to the Community Development Program as the City Manager may from time to time direct, and with the approval of the City Manager, he or she may employ additional assistants to administer grants obtained as part of the community development program whose salaries shall be paid for out of the grant budget.

Sec. 2-17. Additional duties assigned.

In addition to the duties imposed on them by the Charter, state law and ordinance of the city, the City Council or the City Manager, the following officers shall perform the additional duties list below:

- (a) *City Clerk:*

...

- (h) *Director of Planning and Urban Development/Director of Permitting and Inspections:*

1. Unless otherwise designated, the Director of Permitting and Inspections shall be considered as the Building Authority.
2. The Director of Planning and Urban Development shall be the Planning Authority of the City.
3. The Director of Planning and Urban Development shall be secretary to the Planning Board.
4. The Director of Permitting and Inspections or his or her designees shall exercise such authority and enforce such laws, ordinances and regulations pertaining to residential dwellings as the agent of the Director of Health and Social Services.

5. ~~The Director of Planning and Urban Development or his/her designee shall approve and negotiate housing rehabilitation loans and grants and manage all loan and grant activities concerning residential units, including the repayment thereof to the City through the Finance Department, and he or she shall be responsible for contract administration and disbursement of all funds to housing rehabilitation agencies from whatever source such funds are derived.~~

...

7. ~~In addition to the aforesaid, the Director of Planning and Urban Development shall undertake such duties or responsibilities with respect to the Community Development Program as the City Manager may from time to time direct, and with the approval of the City Manager, he or she may employ additional assistants to administer grants obtained as part of the community development program whose salaries shall be paid for out of the grant budget.~~

...

2. *That Section 6-224 is hereby amended, which said section reads as follows:*

6-224. Protection of Tenants.

(a) The ~~Planning-Housing and Economic Development~~ Department or its designee shall create and make available on the City's publically accessible web site a plain language document that explains Tenancy at Will and the rights and responsibilities of Tenants and Landlords of rental housing units. That document shall also include a checklist of required notices concerning environmental lead hazards, energy efficiency or radon testing, pursuant to 14 M.R.S. Sections 6030-B, 6030-C, and 6030-D, respectively, as amended from time to time.

(b) The document referenced above shall be provided by Landlords to all Tenants in the City of Portland at the commencement of the rental of a housing unit and shall be provided again upon any update to the document made by the ~~Housing and Economic Development Planning~~ Department.

3. That Sections 8-4 and 8-5 are hereby amended, which said sections read as follows:

Sec. 8-4. Financing Activities.

The following financing activities are authorized for the creation of funds to be used for the activities approved for funding by this ordinance:

(a) *Tax Increment Financing (TIF) Districts Revenues.*

...

(c) *Updates to development plan and annual TIF District reporting.* Periodically, the city manager shall evaluate and propose updates to the Development Plan, and identify properties developed in the redevelopment zone which qualify as additional TIF District properties. The city manager shall report to the council on conditions and changes in conditions addressing the economic circumstances of the waterfront economy when proposing the addition of properties for inclusion in the Waterfront TIF District.

Additionally, the City Manager through the Housing and Economic Development Department shall report to the City Council on financial activity related to the Development Program within an Annual TIF District Activity Report.

...

Sec. 8-5. Waterfront Reports.

The City Manager shall oversee and direct City staff to generate reports documenting the state of and trends within the waterfront economy.

(a) State of the Waterfront Report. The Housing and Economic Development Department shall oversee a periodic study of the state of the marine economy for the waterfront of Portland, Maine ("State of the Waterfront") and generate a report for communication to the City Council. Starting within the first year of adoption of this provision, the State of the Waterfront Report shall benefit from the services of qualified economic professionals and be updated every three to five years, or more frequently if conditions dictate. The State of the

Waterfront Report will, at a minimum, identify key indicators of economic health for marine industry, such as: employment by industry; homeported commercial vessels by type; fish landings; freight volume; marine passenger volumes by type; and business output value and trends. The State of the Waterfront Report shall also provide guidance as to strengths, weaknesses, and threats to the waterfront economy and may provide recommendations to strengthen the waterfront as a home for traditional and emerging water-dependent and marine-related industries.



CITY OF PORTLAND

Planning and Urban Development Dept./Christine Grimando, Director

Economic Development Dept./Greg Mitchell, Director

Housing and Community Development Division/Mary Davis, Director

MEMORANDUM

TO: City of Portland Finance Committee

FROM: Christine Grimando, Planning and Urban Dev. Director
Greg Mitchell, Economic Development Director
Mary Davis, Housing and Community Dev. Div. Director

Cc: Jon Jennings, City Manager

DATE: August 3, 2020

**SUBJECT: Housing & Community Development Division and Economic
Development Department Merger Proposal**

This Memo has been jointly prepared by Greg, Christine, and Mary to support a proposed merger of the Housing and Community Development Division located in the Planning and Urban Development Department with the Economic Development Department.

OVERVIEW

The Economic Development Department (EDD) includes a total of nine positions. See attached organization chart.

The Housing & Community Development Division (HCD), currently part of the Planning & Urban Development Department (PUD), includes a total of eight positions of PUD's 27 total positions. See attached HCD organization chart.

REASONS FOR THE MERGER

Highlights to support the merger include:

- A merger would allow for reorganization of existing staff to shift position lending, underwriting, and administrative responsibilities to create efficiencies and increase staff capacity. This will allow for more staff time dedicated to proactively

engaging with property owners and developers to stimulate housing investment in Portland.

- EDD currently includes management of two HUD/CDBG funded programs that already lends itself to cross-department coordination, and a merger would therefore consolidate the City's CDBG programs.
- In addition to CDBG programs, both offices manage federal and state grant funds utilized to underwrite and invest in development projects (HCD – housing, and EDD through PDC - commercial).
- There is an existing working relationship between EDD and HCD to support TIF CEA projects, sale/lease of City-owned property for housing developments (21 Randall Street, 165 Lambert Street, 43/91 Douglass Street, etc.), and other public-private affordable and workforce housing partnerships; this would allow for EDD to streamline management of these financial tools and transactions in one department.
- Both EDD and HCD work with an overlapping developer base.
- A merger has the potential to create synergy around future City investment in housing and workforce investment, as directed by the Council adopted Five-Year Consolidated Plan. One new possible policy direction is to utilize CDBG funds to invest in workforce training instead of other activities.
- Both offices are located on the same floor, which would facilitate HCD's integration into EDD.
- Another opportunity that would be enhanced by HCD's movement into EDD would be to modify the Housing Trust Fund investment to recapture City investments versus forgivable loans to create a more sustainable funding source to support City investment in housing.

ADDITIONAL CONSIDERATIONS

One critical issue is that housing policy and implementation is among PUD's core functions, and a merger that groups grant funding, TIF financing, property transactions, and related core economic development functions together should be done so as not to detract from housing policy capacity in Planning. The HCD Division Director and the Housing Program Manager positions make important contributions to Planning housing policy initiatives currently. PUD and EDD will continue to collaborate on the numerous housing, development, and policy matters that involve both departments. Coordination between the two Departments to ensure that policy, as well as economic and community development program needs are met, will be critical in the transition and into the future.

FUNDING

HCD staff and overhead are primarily funded by HUD/CDBG and HOME funds along with City General Funds covering 29% of the cost of the HCD Division Director position.

Also, an estimated \$19,365 in HUD/CDBG funds covers the cost of the following PUD positions:

- 10% of a Senior Planner position \$6,407.25
- 15% of Historic Preservation staff \$12,957.75

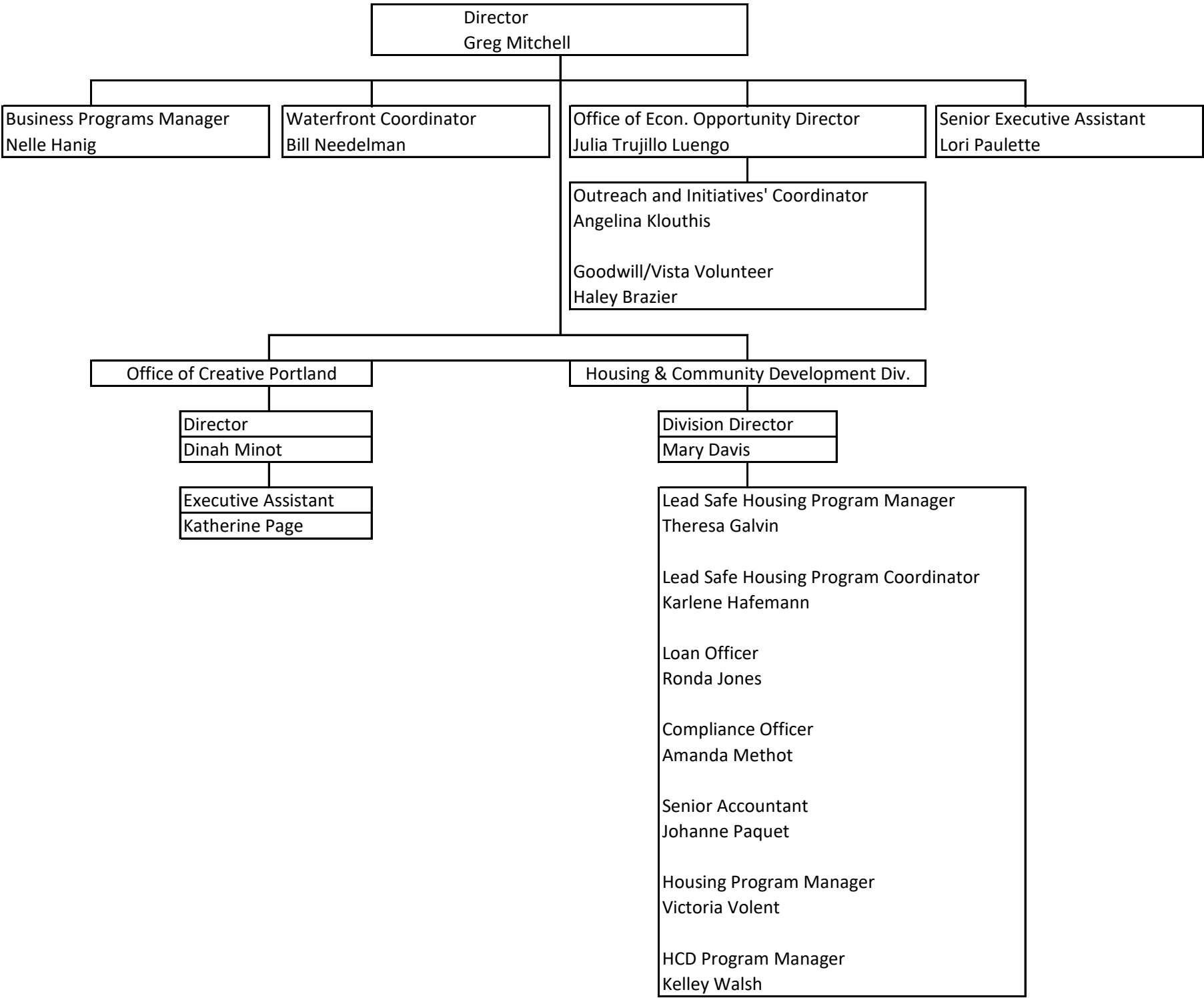
EDD staff and overhead are primarily covered by TIF district funds, including a portion of the costs of the City Manager and PUD Director positions. There should be a discussion on the use of TIF funds to cover the City General funds costs of the HCD Division Director position.

NEXT STEPS

The Economic Development Department Director Greg Mitchell, the Planning & Urban Development Director Christine Grimando, and Housing and Community Development Division Director Mary Davis are available to discuss or provide additional information on the proposed reorganization as needed.

HOUSING AND ECONOMIC DEVELOPMENT DEPARTMENT

ORGANIZATIONAL CHART



MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 14, 2020

SUBJECT: **Order 90-20/21 Accepting and Appropriating a Federal Emergency Management Agency Assistance to Firefighters Grant for a New Ambulance - 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 9/21/2020

Final Action 9/21/2020

Can action be taken at a later date: No The grant acceptance deadline is sooner than the next meeting. The Fire Chief is requesting emergency passage and the second reading be waived in order to accept the funds as an extension has been granted.

PRESENTATION: Fire Department Chief Keith Gautreau

I. SUMMARY

The City Council is asked to accept and appropriate \$227,272.73 in Federal grant funds and appropriate a local match of \$22,727.27.

II. AGENDA DESCRIPTION

This item accepts and appropriates a Federal Emergency Management Agency grant of \$227,272.73, as well as City funds of \$22,727.27 as a local funding match that is required by the grant, for the purchase of a new ambulance.

Funds will be used to purchase a 4WD ambulance which Portland Fire does not currently have in its fleet. The new ambulance will replace a 2015 front line ambulance which currently averages 10 emergency calls per day. This will be the first ambulance with an all vinyl cab for ease of cleaning and decontamination.

Staff is requesting that the second reading be waived, which requires a vote of seven for approval. Staff is also requesting emergency passage to allow immediate acceptance. Seven affirmative votes are required for passage as an emergency after public comment.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

This addresses 2020 Council Goal #4 "Seek to address the high property tax burden in Portland through passing an affordable combined school/city budget and by pursuing other revenue sources."

V. FINANCIAL IMPACT

A request for an ambulance is scheduled for replacement in the forthcoming CIP. This award will result in a fractional city contribution to procure a new ambulance.

VI. STAFF ANALYSIS AND BACKGROUND

VII. RECOMMENDATION

The Fire Department recommends passage.

VIII. LIST ATTACHMENTS

1. FEMA Ambulance Grant Acceptance and Appropriation 9.21.2020
2. FEMA Grant 9.21.2020 EMW-2019-FG-02893 - Award Package (2)

Prepared by:

Date: 9/14/2020

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 A FEDERAL EMERGENCY
MANAGEMENT AGENCY ASSISTANCE TO FIREFIGHTERS GRANT
FOR A NEW AMBULANCE**

ORDERED, that a grant in the amount of \$227,272.73 from the United States Federal Emergency Management Agency (FEMA) is hereby accepted and that amount appropriated for the purchase of a new ambulance, as set forth in the grant agreement attached hereto; and

BE IT FURTHER ORDERED, that \$22,727.27 is hereby appropriated from the Portland Fire Department operating budget as the 10 percent in City of Portland funds match required for acceptance of the FEMA Grant; and

BE IT FURTHER ORDERED, that the City Manager or his or her designee is hereby authorized to execute the Grant Agreement in substantially the form attached hereto and whatever other documents are necessary to effect the intent and purpose of this order; and

BE IT FURTHER ORDERED, that this order is enacted as an Emergency, pursuant to Article II, Section 11 of the Portland City Charter, in order to make it effective immediately and meet the FEMA acceptance deadline.

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Benjamin Bettez
PORTLAND, CITY OF
389 CONGRESS STREET
PORTLAND, ME 04101



EMW-2019-FG-02893

Dear Benjamin Bettez,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2019 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$227,272.73 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$22,727.27 for a total approved budget of \$250,000.00. Please see the FY 2019 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2019 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in black ink, appearing to read "C Logan", with a stylized flourish at the end.

Christopher Logan
Acting Assistant Administrator
Grant Programs Directorate

Summary Award Memo

Program: Fiscal Year 2019 Assistance to Firefighters Grant

Recipient: PORTLAND, CITY OF

DUNS number: 071747802

Award number: EMW-2019-FG-02893

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY2019 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$250,000.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$227,272.73
Non-federal	\$22,727.27
Total	\$250,000.00
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2019 AFG NOFO.

Approved request details:

Vehicle acquisition

Ambulance

DESCRIPTION

4WD ambulance (City does not currently have any 4WD in fleet) to replace a 2015 front line ambulance which currently averages 10 emergency calls per day. This would be our first ambulance with an all vinyl cab for ease of cleaning and decontamination.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$250,000.00	\$250,000.00	Equipment

CHANGE FROM APPLICATION

Price from **\$290,000.00** to **\$250,000.00**
Budget class from **Other** to **Equipment**

JUSTIFICATION

This reduction is because the cost you requested for ambulance exceeds the average price range calculated from market research and prior awards for the same item. Budget class changed to equipment.

Agreement Articles

Program: Fiscal Year 2019 Assistance to Firefighters Grant

Recipient: PORTLAND, CITY OF

DUNS number: 071747802

Award number: EMW-2019-FG-02893

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Article 1 Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article 2 DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. 6. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3	Acknowledgement of Federal Funding from DHS Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
Article 4	Activities Conducted Abroad Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
Article 5	Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	Best Practices for Collection and Use of Personally Identifiable Information (PII) Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
Article 8	Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article 9 Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10 Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article 11 Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12 Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 13 Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
Article 15	Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 16	False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 17	Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 18	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
Article 19	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 20	Hotel and Motel Fire Safety Act of 1990 In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. § 2225.)

Article 21 Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article 22 Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article 23 National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 24 Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 25 Non-supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article 26 Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article 27 Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Article 28 Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 29 Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 30 Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article 31 Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article 32 SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article 33	Terrorist Financing Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
Article 34	Trafficking Victims Protection Act of 2000 (TVPA) Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
Article 35	Universal Identifier and System of Award Management (SAM) Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
Article 36	USA Patriot Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. §§ 175–175c.
Article 37	Use of DHS Seal, Logo and Flags Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
Article 38	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.
Article 39	Acceptance of Post Award Changes In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article 40 Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 41 Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Article 42 Environmental Planning and Historic Preservation

DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all Federal, state, and local requirements. Acceptance of Federal funding requires recipient to comply with all Federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize Federal funding. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Obligating document

1. Agreement No. EMW-2019-FG-02893	2. Amendment No. N/A	3. Recipient No. 016000032	4. Type of Action AWARD	5. Control No. WX02929N2020T		
6. Recipient Name and Address PORTLAND, CITY OF 389 CONGRESS ST PORTLAND, ME 04101	7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742			
9. Name of Recipient Project Officer Benjamin Bettez	9a. Phone No. 2078748400	10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program		10a. Phone No. 1-866-274-0960		
11. Effective Date of This Action 08/24/2020	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 08/31/2020 to 08/30/2021 Budget Period 08/31/2020 to 08/30/2021		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2020-F9-GB01 - P431-xxxx-4101-D	\$0.00	\$227,272.73	\$227,272.73	\$22,727.27
Totals			\$0.00	\$227,272.73	\$227,272.73	\$22,727.27
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
Christopher Logan, Acting Assistant Administrator Grant Programs Directorate	08/24/2020

MEMORANDUM
City Council Agenda Item

FROM:

DATE: September 17, 2020

SUBJECT: **Order 91-20/21 Approving a Letter of Credit Agreement for the City Pension Obligation Bonds - 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 9/21/2020

Final Action 10/5/2020

Can action be taken at a later date: No Action is required at the October 5, 2020 City Council Meeting. The previous letter of credit agreement expires in October.

PRESENTATION: Finance Director Brendan O'Connell will attend the meeting to respond to any questions on the letter of credit requirement and current procurement process.

I. SUMMARY

This item approves a new letter of credit agreement required under its pension obligation bonds.

II. AGENDA DESCRIPTION

As part of the terms of the City of Portland's 2001 pension obligation bond issuance, the City is required to have a letter of credit available in the amount of the outstanding bonds (currently \$85,350,000, decreasing to \$0 by June 1, 2026). The City's current letter of credit expires in October 2020 and the City is currently in the process of soliciting new rate quotes. Letter of credit agreements (both the City's current agreement and any future agreements) do not typically include termination for convenience language, therefore the City Manager is requesting approval from the Council to enter into a new letter of credit agreement once a vendor has been selected. It is anticipated that the new letter of credit will include similar terms to the current agreement but more favorable rates, resulting in a cost savings to the City.

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

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

The Finance Director anticipates favorable terms that will save the City money in comparison with the previous letter of credit, now expiring.

VI. STAFF ANALYSIS AND BACKGROUND

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

VII. RECOMMENDATION

Staff recommends passage.

VIII. LIST ATTACHMENTS

1. Approve new letter of credit 9.21.2020

Prepared by:

Date: 9/17/2020

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 APPROVING A LETTER OF CREDIT AGREEMENT
FOR THE CITY PENSION OBLIGATION BONDS**

ORDERED, that the City Council hereby approves a contract to obtain a required letter of credit for the City's pension obligation bonds, such contract to be in form and substance acceptable to the Finance Director upon consultation with bond counsel; 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 this order.

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**

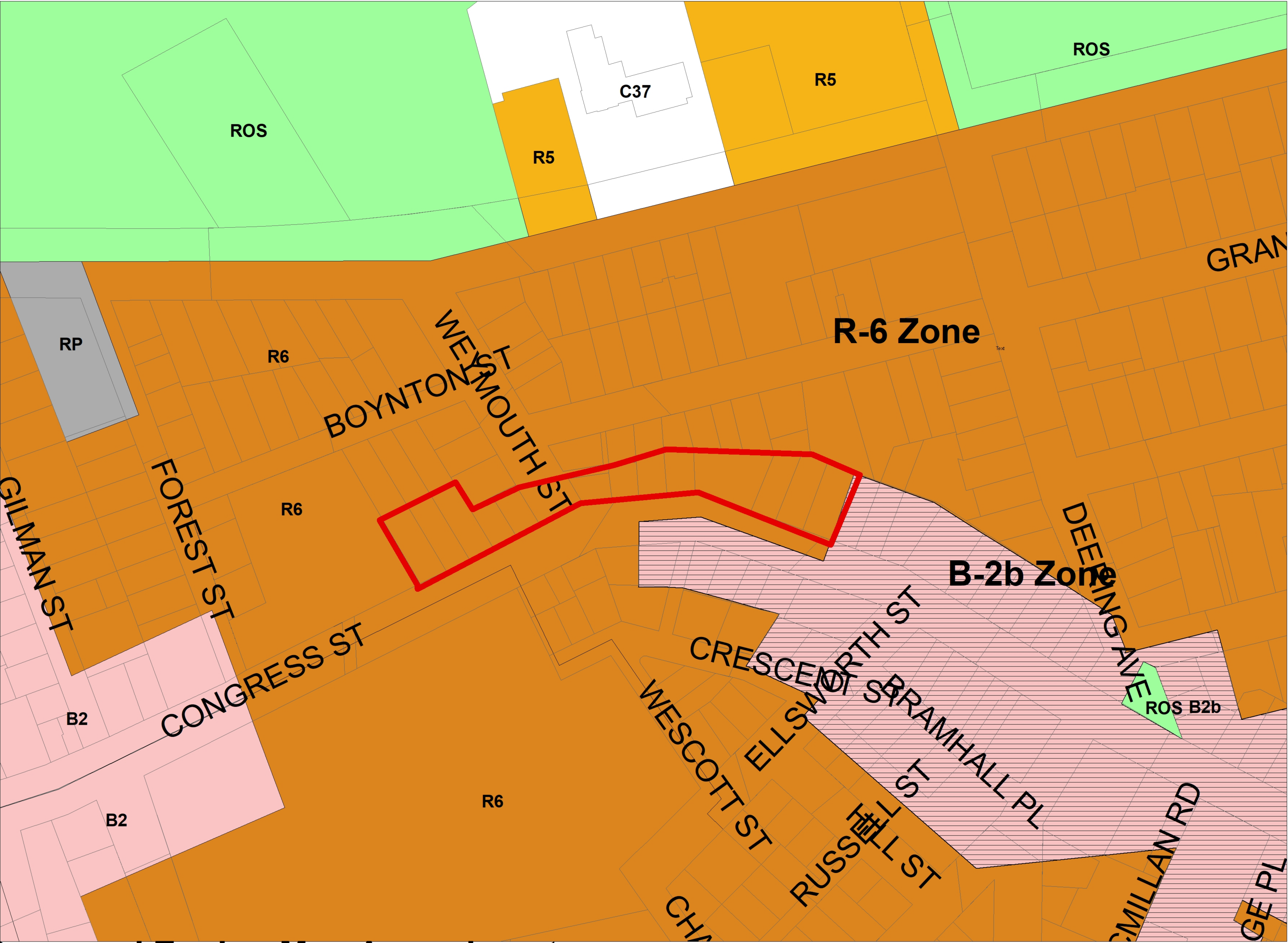
KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**AMENDMENT TO ZONING MAP
RE: VICINITY OF 879 CONGRESS STREET FROM R-6 TO B-2B**

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

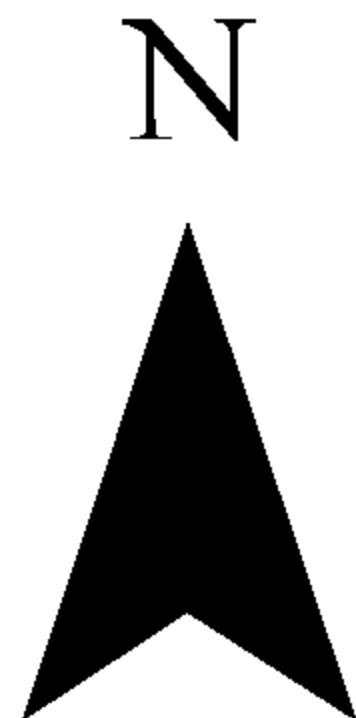
That the Zoning Map of the City of Portland, dated December 2000, as amended and on file in the Department of Planning and Urban Development, and incorporated by reference into the Zoning Ordinance by §14-49, be and hereby is amended by adopting the following map change amendment and specifically rezoning property at 837, 841, 843, 847, 857, 861, 863-865, 867, 871-873, and 879 Congress Street from R-6 to B-2b, as shown in the red-bordered area in the map attached hereto as Exhibit A.

EXHIBIT A



Proposed Zoning Map Amendment
R-6 Residential Zone to B-2b Community Business Zone
August 2020

Map produced by the City of Portland Planning Division using GIS Work Group data



MEMORANDUM
City Council Agenda Item

TO: City Council

FROM: Christine Grimando, Planning & Urban Development Department

DATE: August 4, 2020

DISTRIBUTION: City Manager, Mayor, Sonia Bean, Nancy English, Danielle West-Chuhta, Deivy Periana

SUBJECT: 879 Congress Street Zoning Map Amendment

SPONSOR: Brandon Mazer, Chair, Portland Planning Board

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st reading: August 31, 2020 Final Action: September 9, 2020

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

PRESENTATION: Christine Grimando, Director, Planning & Urban Development Department and Brandon Mazer, Chair, Portland Planning Board; 10 minutes for presentation

I. SUMMARY OF ISSUE

On July 14, 2020, the Planning Board unanimously recommended the adoption of the proposed rezoning from R-6 Residential to B-2b Community Business. The Board moved to recommend the extended rezoning area option that would include the development site as well as the nine (9) lots east of the site up to Bramhall Square, which includes 837, 841, 843, 847, 857, 861, 863-865, 867, 871-873, and 879 Congress Street, all of which are located on the same side of Congress Street as the development site.

II. REASON FOR SUBMISSION

The Planning Board unanimously (7-0) recommends the zoning map amendment from R-6 to B-2b under the extended rezoning option. Should the map amendment be approved, the applicant contemplates the redevelopment of the existing site at 879 Congress Street into a four to five story apartment building with twenty-seven (27) housing units as well as a ground floor restaurant and/or retail use. The intent and purpose of the rezoning is to allow for the proposed development to have smaller-scaled residential units, additional dwelling unit density, and ground-floor commercial uses, as the existing R-6 zone does not provide for these.

One Planning Board workshop for this project was held on January 28th, and the public hearing took place on July 14th. For the public hearing, staff reached out to nine property owners, of which three responded in support of the broader zoning map amendment. No owners expressed opposition. The Planning Board members found the proposed zone change to be consistent with the existing comprehensive plan and to benefit the city as a whole by supporting new housing and commercial opportunities.

III. INTENDED RESULT

Rezoning from R-6 to B-2b will allow the applicant to build smaller footprint residential units that would result in higher density, while also providing for ground-floor commercial uses within the future project. The future project, as currently contemplated, would require more residential density than the existing zone would permit and would be intended to blend with the surrounding neighborhood context. The B-2b zone offers opportunities for higher-density residential infill projects in locations in which it is mapped, examples of which are found throughout the city along several of the city's collectors and arterial roads, such as Washington Avenue and on the Forest Avenue corridor.

IV. COUNCIL GOAL ADDRESSED

Portland's Plan 2030 identifies a vision statement, policy goals for the City, and principles of future land use, several of which support the proposed map amendment. The proposal supports housing goals of encouraging housing growth throughout the city, as well as providing new opportunities for smaller units that serve as family housing. A portion of the units within the future project would be regulated under Inclusionary Zoning Conditional Use standards.

V. FINANCIAL IMPACT

There will be no negative anticipated financial impact to the City through this rezoning request. The proposed map amendment will allow current uses in this area to operate as permitted uses and allows property owners to renovate and reinvest in uses appropriately located along a major arterial.

VI. STAFF ANALYSIS

The city's business zones generally encourage a more dense, urban form. The B-2b zone has no lot coverage limits or required open space ratio, and the setbacks are considerably smaller than the R-6 zone. Further, the B-2b allows one dwelling unit for each 435 SF of lot area, allowing a greater number of units than would be permitted in the existing R-6 zone. The B-2b zone also allows a slightly taller building than R-6, 50 feet, provided that the first floor is occupied by a commercial use.

VII. RECOMMENDATION

The Planning Board voted unanimously (7-0) to find the proposed rezoning to the B-2b Community Business zone for the property located at 879 Congress Street and the nine additional parcels within the extended rezoning area to be consistent with the Comprehensive Plan for the City of Portland and recommends to the City Council adoption of the zoning map amendment for 879 Congress Street, along with the other nine parcels, from R-6 Residential to the B-2b Community Business zone.

VIII. LIST ATTACHMENTS

1. Planning Board Report to City Council

Prepared by:
Shukria Wiar, Planner

Signature

Date



PLANNING BOARD REPORT TO CITY COUNCIL PORTLAND, MAINE

Zoning Map Amendment
879 Congress Street
ZN-000823-2019
879 Congress Street LLC, Applicant

Submitted to: Portland City Council From: Portland Planning Board Second City Council Reading: September 9, 2020	Prepared by: Shukria Wiar, Planner Date: August 17, 2020
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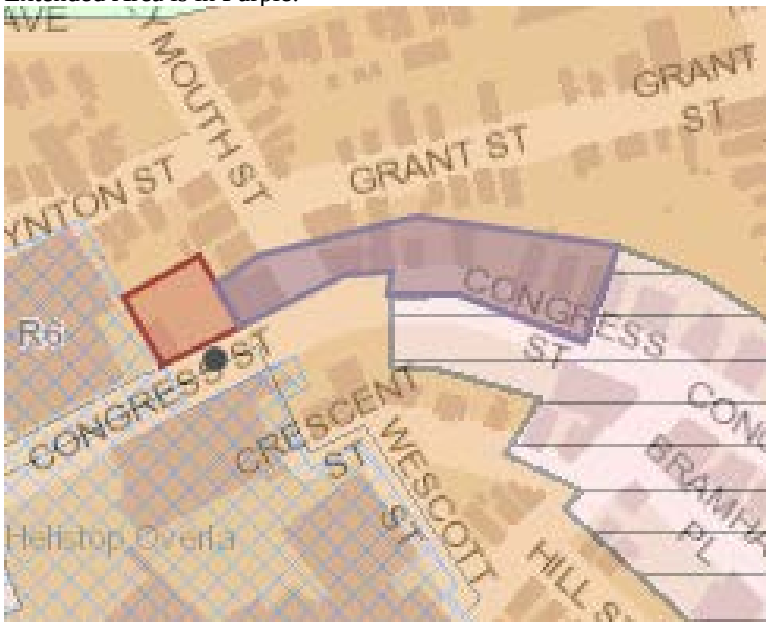
I. INTRODUCTION

On July 14, 2020, the Planning Board unanimously voted (7-0) to recommend the adoption of the proposed rezoning from R-6 Residential to B-2b Community Business. The Board moved to recommend the extended rezoning area option that would include the development site as well as the nine (9) lots east of the site up to Bramhall Square, which includes 837, 841, 843, 847, 857, 861, 863-865, 867, 871-873, and 879 Congress Street, all of which are located on the same side of Congress Street as the development site. The Planning Board members found the proposed zone change to be consistent with the comprehensive plan and to benefit the city as a whole by supporting new housing and mixed-use opportunities consistent with the character of much of Congress Street.

The applicant, 879 Congress Street LLC, requested the rezoning for their property at 879 Congress Street, but the Planning Board ultimately recommended that a wider area, extending east of the property on Congress Street (see map), be considered for the map amendment.

The proposed zone change was requested by the applicant to accommodate a redevelopment of the existing site into a four to five story apartment building with twenty-seven (27) housing units as well as a ground floor restaurant and/or retail use. The intent and purpose of the rezoning is to allow for the proposed development to have smaller-scaled residential units, additional dwelling unit density, and ground-floor commercial uses than the current zoning allows for.

Map of Proposed Sites – The applicant parcel is in Red and the Extended Area is in Purple:



In considering the proposal, the Board members considered the consistency of the proposal with *Portland's Plan 2030*. The proposed development, if constructed, would serve a greater variety of housing types and income levels than would be possible under the existing zoning, including providing affordable rental opportunities under the city's inclusionary zoning requirements. The Planning Board found the proposed zone change to be consistent with the existing comprehensive plan (discussion under VII below) and unanimously recommended the map amendment to the City Council for adoption.

One Planning Board workshop for this project was held on January 28th, and the public hearing took place on July

14th. For the public hearing, staff reached out to nine property owners, of which three responded in support of the broader zoning map amendment. No owners expressed opposition.

Applicant and Property Owner: Paul Peck, 879 Congress Street LLC

II. PROPOSED MAP AMENDMENT

Current Zoning: R-6 (Residential)
Proposed Zoning: B-2b (Community Business)
Current Uses: Residential
Proposed Uses: Mixed-use with first floor commercial (restaurant) and upper floor residential
Parcel Area: 11,889 SF
Area to be Rezoned
Applicant's proposal: One parcel (11,889 SF in size)
Extended Rezoning Area: Nine parcels - 837, 841, 843, 847, 857, 861, 863-865, 867, and 871-873 Congress Street

III. BACKGROUND

The 879 Congress Street site, which consists of three parcels, is currently occupied by a two-story, five-unit apartment building on the eastern half of the site. The remainder of the site is dedicated to surface parking. The total area of the combined parcels is 11,889 SF. The lot is approximately 114 feet wide and 106 feet deep.

Figure 2 – Photo of the Property in 1924 and 2020.



The site lies at the intersection of several zones. The property itself is zoned R-6; as such, it is surrounded on two sides by mostly residential uses, including some large multi-family housing to the east. Most of the adjacent housing is of a scale characteristic of the city's West End. A Maine Medical Center Institutional Overlay (IOZ) zone lies to the west and across Congress Street. To the west, about a block away, is the B-2 zone. The B-2 and B-2b zones are the nearest commercial zones; B-2b is to the east of the site along on Congress Street. This B-2b zone includes restaurant, retail, office, and residential uses.

IV. PUBLIC COMMENT/NEIGHBORHOOD MEETING

Notices for the Planning Board public hearing were sent to one hundred and six (106) residents and the interested citizen list. The notice also appeared in the Portland Press Herald on July 5th and July 6th, 2020, as well as being posted on the City's web page. The Planning staff went a step further and noticed the owners in the potential extended rezoning area; this area is described in further detail in Section VIII below.

A neighborhood meeting was held on February 27, 2020. Seven citizens attended this meeting. The Planning Division has received three public comments, in support of this map amendment and requests their property at along Congress Street be also included in the rezoning.

Figure 3- Conceptual design for future building



V. PROPOSED CONCEPTUAL DEVELOPMENT

The applicant seeks this map amendment to allow the construction of a four to five story apartment building with twenty-seven (27) housing units, as well as ground floor restaurant and/or retail use. The applicant envisions the exterior of the building be energy efficient with architecturally appropriate mix of masonry, steel and cement board.

VI. ZONING ANALYSIS

The existing R-6 zone precludes the above-referenced conceptual development proposal on at least two counts. R-6 allows a density of one unit/725 SF of lot area, a density that the applicant has stated is too low to support the project. Secondly, restaurant uses are not permitted in the R-6 zone; nor are other commercial establishments, such as retail or office. For this reason, the applicant has requested a rezoning to B-2b, which allows housing at a density of one unit/435 SF and restaurant and office uses by right.

In the process of review, City staff assessed other alternatives to the B-2b that includes the B-2 Community Business zone, which is represented in the nearest business zone and has been used in similar locations around the city. Although this zone would allow the housing density desired by the applicant, B-2b in this location would be consistent with the B-2b zone located less than one block to the east of the site. Likewise, staff considered the R-7 Residential zone, which allows a higher residential density and has been used for other large residential projects on the peninsula. As in the R-6, however, restaurants are not allowed in the R-7.

The following chart compares the current R-6 zone and the proposed B-2b zone; the charts show the purpose statements, permitted uses, and dimensional requirements of each zone.

Purpose

The existing R-6 zoning is designed to promote dense, neighborhood-scale housing. The purpose of the R-6 zone, which can currently be found mainly in the East and West Ends of the city, is to “set aside areas...for housing characterized primarily by multi-family dwellings at a high density” 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” (*Section 14-135*).

The B-2b zone, in contrast, is written to encourage commercial development, particularly neighborhood and community retail, in a compact, urban form. The B-2 and B-2b is expressly written for “arterials and intersections with an existing urban or neighborhood oriented building pattern” (*Section 14-181*). The B-2b can be found on Congress Street east and west of downtown, Washington Avenue, St John Street, and Forest Avenue.

Table 1: Purposes

	R-6 Residential	B-2b
Purpose	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. 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 B-2b zone is intended to provide neighborhood and community retail, business and service establishments that are oriented to and built close to the street. The B-2b zone is appropriate in areas where a more compact urban development pattern exists such as on-peninsula or in areas off-peninsula where a neighborhood compatible commercial district is established which exhibits a pedestrian scale and character. Such locations may include the peninsula and other arterials and intersections with an existing urban or neighborhood oriented building pattern.

Permitted Uses

The R-6 zone clearly encourages high-density housing, and permits most housing types by right. However, the R-6 zone does not permit most non-residential uses, and commercial uses are excluded entirely. Some institutional uses are conditionally permitted. The Business B-2b zone clearly permits both the residential uses permitted in the R-6 zone as well as a host of commercial, institutional, and other establishments. The B-2b is more permissive, permitting office uses, personal services, business services, and retail establishments, as well as funeral homes, health clubs, theaters, hotels, dairies, bakeries, and veterinary hospitals, among others. Restaurants are permitted by right in the B-2b.

Table 2: Permitted and Conditional Uses – Shown with X if listed in Zone

			R-6	B-2b
Permitted	Residential	Single-family and two-family dwellings	x	x
		Multi-family dwellings	x	x ¹
		Handicapped family units	x	x
		Single-family manufactured housing	x	
		Combined living/working spaces		x
		Lodging houses	x	x
	Institutional	Schools		x
		Clinics		x
		Places of assembly		x
		Long term, extended and intermediate care facilities		x
		Governmental buildings and uses/municipal uses	x	x
		College, university or trade schools		x
		Nursery schools, kindergartens		
		Day care facilities		x
	Business	General, business & professional offices		x
		Personal services		x
		Offices of building tradesmen		x
		Retail establishments		x
		Restaurants		x
		Drinking establishments		x
		Billiard parlors		x
		Mortuaries or funeral homes		x
		Miscellaneous repair services, excluding motor vehicle repair		x
		Communication studios or broadcast and receiving facilities		x
		Health clubs and gymnasiums		x
		Veterinary hospitals		x
		Theaters		x
		Hotels		x
		Dairies and bakeries		x
		Drive-throughs when accessory to a principal use		x
		Registered medical marijuana dispensaries		x
	Other	Accessory uses	x	x
		Cemeteries	x	
		Parks	x	
		Home occupation	x	
		Special needs independent living units	x	
		Conversion into bed and breakfast	x	
		Hostels	x	x
		Wind energy systems	x	x

Table 2: Permitted and Conditional Uses – Shown with X if listed in Zone

			R-6	B-2b
		Utility substations		x
		Bed and breakfasts		x
		Studios for artists and craftspeople		x
Conditional	Residential	Sheltered care group homes	x	
		Conversion into bed and breakfast (over 5 rooms)	x	
	Institutional	Schools	x	
		Long-term and extended care facilities	x	
		Intermediate care facility	x	
		Places of assembly	x	
		Hospital	x	
		College, university, trade schools	x	
	Business	Major and minor auto service stations existing as of 1999		x
		Car washes		x
		Drive-throughs associated with a permitted use adjacent to residential zones		x
		Automobile dealerships		x
	Other	Utility substations	x	
		Professional offices	x	
		Chancellery	x	
		Nursery school and kindergartens	x	
		Off-street parking for passenger cars for permitted uses	x	
		Day care facilities	x	
		Temporary wind anemometer towers	x	x
		Hostels	x	
		Wind energy systems	x	x
		Printing and publishing establishments		x
		Wholesale distribution establishments		x
		Research and developments and related production establishments		x

¹ If nearest residential zone is R-4, R-5, R-6, or R-7 or if first floor is used for commercial purposes.

Dimensional Requirements and Form

Though the R-6 explicitly encourages high density housing, the existing R-6 zoning provides certain density controls – minimum area per dwelling unit, maximum lot coverages, and minimum open space ratios – that limit the buildout of any given parcel. The R-6's requirement for density, 725 SF of lot area required per dwelling unit, would limit the residential buildout of the parcel to approximately 16 units. The R-6 also poses structure stepback requirements such that the *'Portions of a structure above 35 ft shall be no closer than 10 ft from the side property line and no closer than 15 feet from the rear property line when such property line abuts a residential zone'*, which guarantees that buildings will be separated both from each other and the street.

The city's business zones generally encourage a more dense, urban form than residential zones allow for. The B-2b zone has no lot coverage limits or required open space ratio, and the setbacks are considerably smaller than the R-6 zone, for instance. Further, the B-2b allows one dwelling unit for each 435 SF of lot area, allowing a greater number of units than would be permitted in the R-6 zone. The B-2b also allows a slightly taller building than R-6, 50 feet, so long as the first floor is occupied by a commercial use.

Table 3: Dimensional Requirements

	R-6¹	B-2b
Min. Lot Size	2,000 SF (depending on use)	None
Min. Lot Area per D.U.	725 SF (depending on use)	435 SF if active street frontage
Min. Street Frontage	20 ft.	20 ft.
Min. Lot Width	20 ft.	
Min. Front Yard	10 ft.	None
Max. Front yard	5 ft. or the average depths of adjacent front yards	10 ft., except for irregularly shaped lots or lots with < 40 ft. of frontage
Min. Rear Yard	10 ft.	10 ft.; 5 ft. for accessory structures
Min. Side Yard	5 ft. except that a side yard in the R-6 zone may be reduced to zero, provided that the cumulative side yard setbacks are not less than 10 ft.	None; 5 ft. for accessory structures
Max. Structure Height	45 ft.	45 ft., except 50 ft. if first floor is occupied by a commercial use
Max. Lot Coverage	60%	
Open Space Ratio	20%	

¹ Additional dimensional requirements apply for small residential lot development, bed and breakfasts, places of assembly

VII. COMPREHENSIVE PLAN ANALYSIS

The applicant has submitted their analysis of the project's conformance with the Comprehensive Plan (refer to Attachment E). The staff has identified the following goals and policies which are relevant to the proposed zoning amendment and finds the proposal in conformance with both the housing and economic development goals of the Comprehensive Plan, as well as the future land use vision. As stated, the purpose of the B-2b Zone is:

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



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

Housing: A Livable City

State Goals: To encourage and promote affordable decent, housing opportunities for all Maine citizens

Local Goals:

- Increase, preserve, and modify the overall supply of housing City-wide to meet the needs, preferences and financial capabilities of all Portland households.
- Encourage additional contextually-appropriate housing density in and proximate to neighborhood centers, concentrations of services, and transit nodes and corridors as a means of supporting complete neighborhoods.
- Pursue policies to enable people who work in Portland to have the option to live in Portland.
- Encourage quality, sustainable design in new housing development.

Goals from Future Strategies:

3. Remove Housing Barriers

- Evaluate whether current zoning allows for new development consistent with historic patterns of form, density and/or use, as well as whether it allows for priority growth areas.
- Identify priority growth areas.
- Allow for a range of housing models in City codes, whether small units, co-housing, or others that may suit changing needs and demographics.

A Vibrant City

5. TARGET AREAS FOR JOB GROWTH

- Ensure that new employment can be accommodated in priority growth areas across the City.
- Evaluate zoning and the condition of existing infrastructure in priority areas - downtown, in identified neighborhood nodes, and along transit corridors – to ensure that employment and housing growth can be supported.
- Expand possibilities for live/work spaces – residential living space with integrated creative work space.
- Modify ordinances and make strategic investments to better promote business development and job creation in priority areas.

Future Land Use

Portland's plan for Future Land Use places emphasis on areas most important to its growth over the next ten years. It includes three maps: a map depicting current dominant land use patterns, a map showing a connected network of trails and open spaces, and a map of corridors and nodes that are poised to accommodate additional growth. These maps are best understood in the context of the plan's principles for future growth. The Libbytown area is one of the priority growth nodes identified in the plan as an area for potential future transformation.

Priority growth areas include the following elements:

1. Priority nodes: Nodes are areas with concentrated mixed-use activity, which can occur at varying scales and serve varying catchment areas - Portland's downtown supports a large successful node, for example, but nodes can also be found at smaller convergences and intersections throughout the City. As mapped, nodes are not meant to sharply delineate boundaries, but to indicate general areas in need of further planning or investment. The nodes identified by the map may have seen disinvestment, grown in sprawling patterns, or simply have the potential to serve as focal points for change in density or, height, streetscape, or uses to better serve neighborhood needs. These nodes are placed into three broad categories that correspond with their respective stage of planning or investigation at the present time.



- Evaluate: Areas as diverse as East Bayside and Allen's Corner, where the City recognizes the need to review existing conditions and develop a strategy for future change. These nodes should be assessed for their ability to address neighborhood needs and serve as centers for complete neighborhoods;
- Transform: Areas such as Morrill's Corner, which have been previously recognized as areas of significant potential transformation, but which need comprehensive revisioning; and
- Enhance: Areas such as Woodford's Corner, or the Eastern, Central and Western Waterfronts, which have been studied and are awaiting or in the midst of plan implementation.

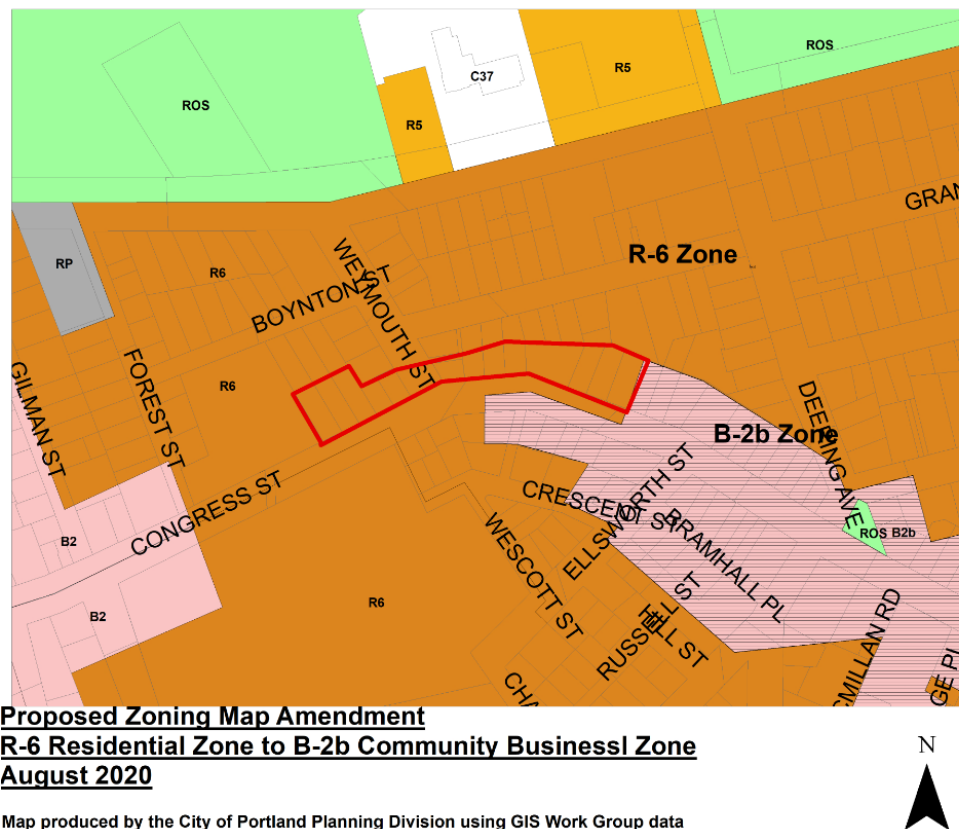
2. Priority corridors The Priority Nodes & Corridors Map identifies key corridors - those that connect major nodes and neighborhoods and therefore serve as major commuter routes - as areas for additional planning and investment. Priority corridors are major arterials that often see heavy vehicular traffic, but also have the capacity to improve mobility by capitalizing on their potential for increased walking, bicycling, and transit use. Priority corridors can also serve as areas of additional mixed-use, higher density growth to take advantage of the transit benefits and services that well-designed, diverse corridors can offer. The Congress Street Corridor in Libbytown is one of Portland's priority corridor.

VIII. PLANNING BOARD RECOMMENDATION/ MOTION

On the basis of plans and materials submitted by the applicant, the City of Portland Zoning Code, Portland's Comprehensive Plan, public comment, the information provided in public hearing on July 14, 2020 for the project # ZN-000823-2019 (879 Congress Street), and/or other findings as follows:

The Planning Board finds that the proposed rezoning to the Residential R-6 zone for the properties located at 837, 841, 843, 847, 857, 861, 863-865, 867, 871-873, and 879 Congress Street, as shown on the map below **is** consistent with the Comprehensive Plan for the City of Portland; and

Therefore, the Planning Board **recommends** to the City Council adoption of the zoning map amendment for 837, 841, 843, 847, 857, 861, 863-865, 867, 871-873, and 879 Congress Street from R-6 Residential to B-2b Community Business for the area shown on the map below:



IX. ATTACHMENTS:

A. CITY COUNCIL REPORT ATTACHMENTS

1. Planning Board Report

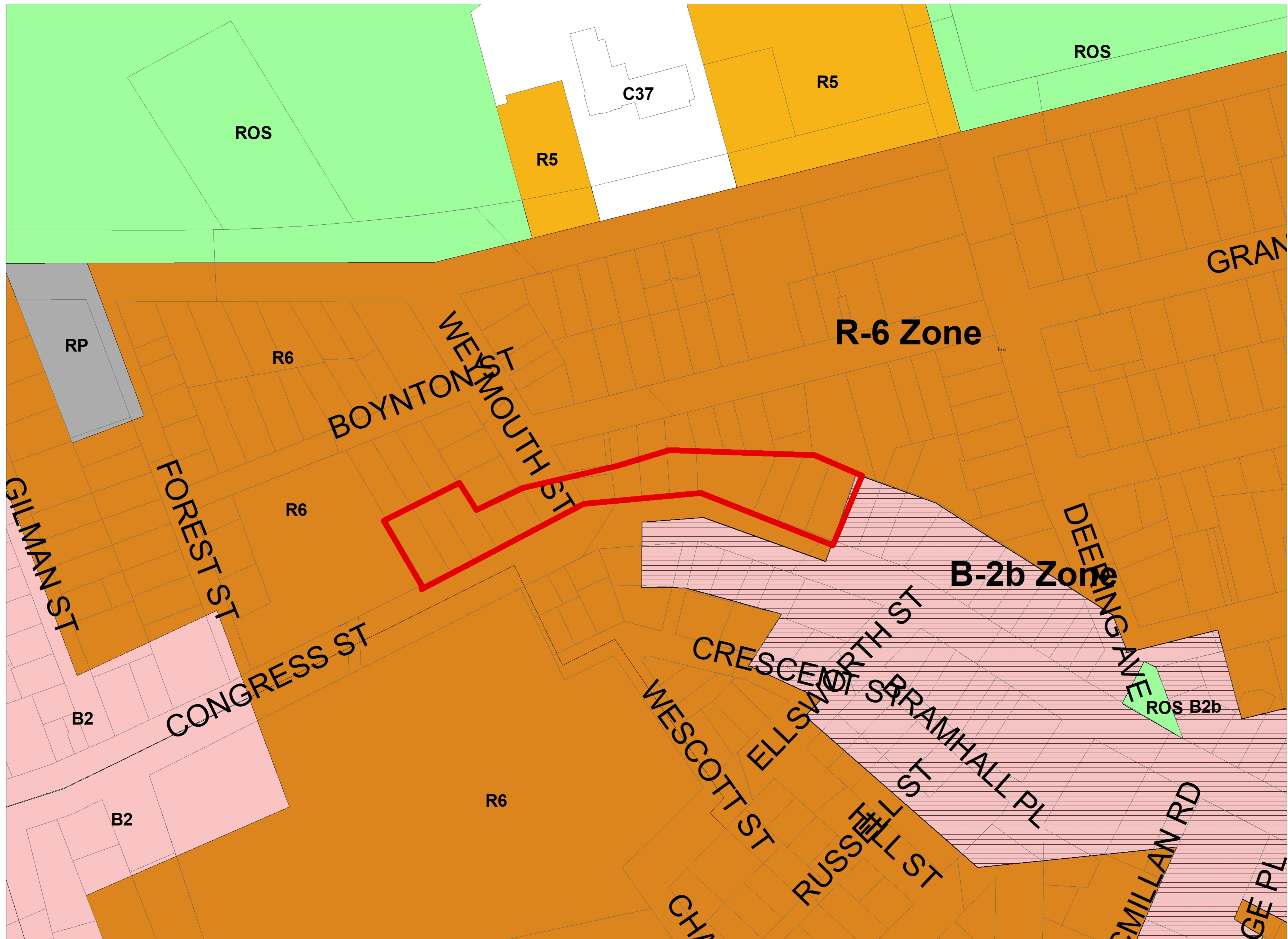
B. PUBLIC COMMENTS

PC1 Aaron Duffey	11.06-.2019
PC2 Michelle Alger	01.15.2020
PC3 Eddy Ahmed	05.03.2020
PC4 Greg Johnson	07.07.2020

C. APPLICANT'S ATTACHMENTS

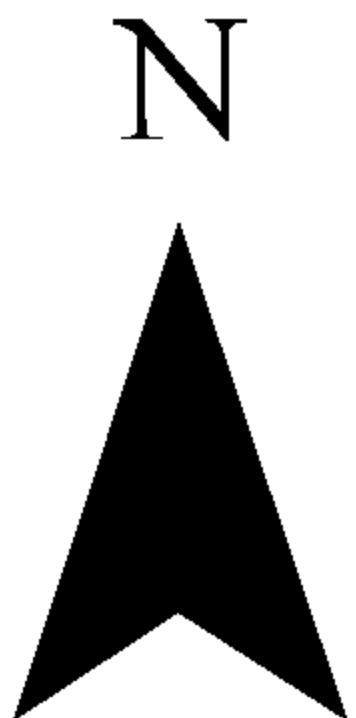
- A. 879 Congress LLC Cover letter
- B. 879 Congress LLC Application Comprehensive Plan
- C. 879 Congress LLC Application Project Description
- D. 879 Congress LLC Proposed Map Amendment
- E. 879 Congress Checklist
- F. 879 Congress Vicinity Map updated

- G. 879 Vicinity Map
- H. Context Google Map 873-879 Congress (1)
- I. Context Zoning 873-879 Congress final
- J. Congress Deed
- K. Congress Lease with Option
- L. Architectural Drawings
- M. Signed Certification and meeting
- N. Neighborhood meeting Sign-in Sheet 2-27-20 (1)
- O. Meeting Minutes



Proposed Zoning Map Amendment
R-6 Residential Zone to B-2b Community Business Zone
August 2020

Map produced by the City of Portland Planning Division using GIS Work Group data



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 10
RE: SPRINKLER SYSTEM REQUIREMENTS**

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

1. That Chapter 10 Section 10-3 is hereby amended to read as follows:

Sec. 10-3. Amendments.

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

. . .

(h) Subsection 24.3.5.1 shall be amended to add the following language:

However, an automatic sprinkler system shall not be required for the construction of an additional dwelling unit in an existing detached one-family dwelling, unless the construction would otherwise trigger the automatic sprinkler requirements of Chapter 43, as amended.

(i) Subsection 43.7.2.3 shall be amended to add the following language:

However, the construction of a dwelling unit in a detached accessory structure is not required to comply with the automatic sprinkler requirements of Chapter 24, so long as that detached accessory structure was constructed more than five years prior to the addition of the dwelling unit and the construction does not otherwise trigger the automatic sprinkler requirements of Chapter 43, as amended.

Chapter 10 FIRE PREVENTION AND PROTECTION*

Sec. 10-3. Amendments.

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

. . .

(h) Subsection 24.3.5.1 shall be amended to add the following language:

However, an automatic sprinkler system shall not be required for the construction of an additional dwelling unit in an existing detached one-family dwelling, unless the construction would otherwise trigger the automatic sprinkler requirements of Chapter 43, as amended.

(i) Subsection 43.7.2.3 shall be amended to add the following language:

However, the construction of a dwelling unit in a detached accessory structure is not required to comply with the automatic sprinkler requirements of Chapter 24, so long as that detached accessory structure was constructed more than five years prior to the addition of the dwelling unit and the construction does not otherwise trigger the automatic sprinkler requirements of Chapter 43, as amended.



CITY OF PORTLAND
Permitting and Inspections Department

Policy on Sprinkling Pre-existing Illegal Dwelling Units

This policy provides guidance as to when a sprinkler system is likely to be required in dwelling units that were previously constructed without any required permits, but that have existed for a significant amount of time. This policy applies regardless of whether the dwelling units are made legal through a change of use, conditional use approval, or a dwelling unit that is validated as non-conforming pursuant to § 14-391 of the City Code.

Whether or not a sprinkler system is likely to be required is based on the age and historical use of the dwelling unit. The City of Portland implemented the requirement to sprinkle one- and two-family dwelling units on September 16, 2010. Both the City of Portland and the State of Maine have required buildings with three or more units to be sprinkled since 2000. If a property owner can prove that the dwelling unit was constructed prior to these dates (whichever is applicable), then the City may choose to apply the sprinkler provisions that were in effect at the time that the unit was put in, rather than the current sprinkler requirements.

Practically, this means that:

- An illegal unit added to a single-family home (making it a two-family) that was constructed prior to September 16, 2010 may not need to be sprinkled. But an illegal unit created after that date will need to be sprinkled.
- An illegal unit added to a two-family home (making it a three-family) that was constructed prior to January 1, 2000 may not need to be sprinkled. An illegal unit created after that date will need to be sprinkled.
- An illegal unit added to anything greater than a two-family home that was constructed prior to January 1, 2000 may not need to be sprinkled. An illegal unit created after that date may need to be sprinkled.

Whether to apply the historical sprinkler requirements or the current is solely with the jurisdiction of the AHJ. The AHJ may determine that, due to other factors relating to the illegal unit, it is appropriate to require sprinkling, regardless of the age of that unit.

Additionally, the burden is on the applicant to prove the age of the dwelling unit to the satisfaction of the Authority Having Jurisdiction (AHJ). Examples of evidence that may be accepted include:

- Affidavits of a previous owner or resident during the relevant time period.
- Listing from a city street directory
- Tax assessment record
- Housing inspection record
- Purchase and sales agreement
- Mortgage inspection
- Public utilities record

MEMORANDUM

TO: Health and Human Services and Public Safety Committee

CC: Chief Gautreau

FROM: Anne Torregrossa

DATE: March 9, 2019

RE: Sprinkler requirements at the state and local level

At the state level, the State Fire Marshal's Office (SFMO) is tasked with adopting and enforcing rules for fire and life safety. The SFMO is also responsible for granting all sprinkler permits in the state.

Through the SFMO rules, the state has adopted the 2018 edition of NFPA 101, *Life Safety Code*, which is what the City has also adopted through its Chapter 10. The model code of NFPA 101 requires the sprinkling of all new residential dwellings and units. Although the City and several other municipalities in the state have adopted NFPA 101 without revision with respect to sprinkling requirements, the SFMO rules specifically do not adopt the NFPA 101 requirement that one- and two-family dwellings be sprinkled. This means that one- and two-families have to be sprinkled in municipalities that have adopted the full NFPA 101, including Portland, but do not have to be sprinkled in other municipalities. Apartment buildings with three or more units must be sprinkled across the state.¹

The SFMO (and the City) also interpret NFPA 101 to require that, if one unit must be sprinkled, because it is new or substantially remodeled, then the entire building must be sprinkled. The only exception is if there is a full fire wall or other acceptable separation between the new unit that requires sprinkling and the rest of the building.

As with many areas of the law, the City can be stricter, but cannot be less strict, than the state level requirements. Practically, what this means is that:

- One- and two-family dwellings in Portland are sprinkled because of local requirements only. This means that the City could modify these requirements in some fashion, for example by not requiring an ADU to be sprinkled under certain circumstances, but only if that ADU is added on to a single-family home.
- Three-family or larger dwellings are sprinkled because of both the local and state requirements. This means that, for example, sprinkling an ADU that converts a two-family to a three-family is required by the state and that cannot be modified by the City.
- The City could also modify other ordinances that indirectly impact sprinkling requirements. For example, under Chapter 14, ADUs in some zones must be built "within the principal building" or "as an attachment." Absent that requirement, an ADU in a detached structure would still have to be sprinkled, but the existing principal building would not.²

¹ This requirement applies to new and remodeled buildings.

² This modification to Chapter 14 has already been proposed as part of the recode process.

MEMORANDUM

TO: Health and Human Services and Public Safety Committee

FROM: Fire Chief Keith Gautreau

DATE: June 3, 2020

RE: Options for Modifying Sprinkler Requirements

On November 4, 2019, the City Council voted on amendments to Chapter 10 of the City Code, which adopts NFPA 101, Life Safety Code and NFPA 1, Fire Code. One provision of those proposed amendments made it clear that if one portion of a building was required to be sprinkled, then the entire building was required to be sprinkled. This was simply to clarify for applicants a requirement that already existed, as imposed by the Maine State Fire Marshal's Office ("SFMO"). At the November meeting, the Council expressed interest in exploring these requirements further, removed the proposed language, and asked the HHS Committee to review options with respect to certain sprinkler requirements, particularly those in accessory dwelling units (ADUs).

At its February 11, 2020 meeting, the HHS Committee had an initial discussion on the topic and asked that staff bring back some proposals, as well as provide additional background information.

BACKGROUND INFORMATION

Benefits of Sprinklers in Dwellings

The benefits of sprinklers in residences is overwhelming. They result in 87% fewer civilian deaths and 27% fewer civilian injuries. They also result in 67% fewer firefighter injuries on the fireground. Additionally, sprinkled buildings also save property, with flame damage being 23% more likely to be confined to the room of origin in a sprinkled property versus a non-sprinkled property.

In light of all of these benefits, the City of Portland adopted provisions requiring that all new single family and two-family dwellings be sprinkled back in 2010.

Other Jurisdictions that Require Sprinkling in One- and Two-Family Dwellings

One of the questions asked by the Committee was to give examples of other jurisdictions that required sprinklers in one- and two-family dwellings.

The model code of NFPA 101, Life Safety Code, written by the National Fire Protection Association, requires sprinkling one- and two-family dwellings. The State of Maine, and other jurisdictions, have removed that requirement from the model code. However, there are still many jurisdictions that have left those provisions in effect, including the City of Portland. In Maine, the Town of Gorham also requires sprinkling one- and two-family dwellings, and several others require sprinklers where the dwelling is part of a subdivision, including Arundel, Lyman,

Acton, Yarmouth, Bridgton, Wells, Lebanon, and Rockland. South Portland is currently considering an ordinance to require sprinkling new one- and two-family dwellings.

Across the country, the states of California, Maryland, and the District of Columbia require sprinklers in one- and two-family dwellings, as do many other major cities.

Other Situations Where Homeowners are Required to Upgrade Systems

The Committee also asked for analogous situations where a large renovation or adding a dwelling unit would trigger additional upgrades to existing systems. There are many areas where, when a homeowner does renovations, including adding a dwelling unit, that upgrades throughout the building are required to be made. Within the life safety code this would include fire alarm systems, hardwired smoke alarms, and fire doors. The electrical code, plumbing code, and building code all also have examples of systems that must be upgraded when changes are made.

Limitations on the Council's Authority to Modify Sprinkler Requirements

There was some discussion at the previous meeting about the limitations on the City's ability to modify sprinkler requirements when adding additional dwelling units. This is more fully discussed in Anne Torregrossa's memo (attached), but basically, the SFMO requires that an entire building be sprinkled any time a building is (or becomes) three or more units. The City cannot modify that requirement, but may have more flexibility in one- and two-family dwellings.

OPTIONS AND RECOMMENDATIONS

In order to make adding additional dwelling units to existing housing more affordable to further the Council's goal of creating additional housing, staff is proposing for the Committee's consideration a change to Chapter 10 of the City Code. The proposed change which would do the following:

1. Would allow the addition of a dwelling unit to a single family home without the requirement to sprinkle either the new unit or the existing building so long as the addition of that unit does not require an addition over a certain size, and the renovation does not impact more than 50% of the building. This would allow homeowners to potentially convert existing space in their homes, such as an attic, second floor, or basement, into an additional dwelling unit without triggering a sprinkler requirement.
2. Would allow the conversion of an existing, detached accessory building into a dwelling unit without the requirement to sprinkle, so long as the accessory building has existed for at least five years, and the conversion does not constitute an addition or a renovation over 50% of that building. This would allow property

owners to add a dwelling unit to existing structures, such as a garage, a studio, or similar outbuilding.

In addition, staff is proposing a policy change to when they require sprinklers in existing, illegal dwelling units. Over the past five years, the City has worked hard to identify illegal dwelling units and bring them into compliance with the City Code. In some cases, this means a change of use permit or conditional use approval, and in other cases, dwelling units have been “legalized” through the operation of § 14-431. Many of these previously existing dwelling units have been required to be sprinkled, and most have triggered the requirement to sprinkle the entire building. In certain situations, sprinkling has not been required, as decided on a case-by-case basis by the AHJ.

Attached is a draft policy that would generally not require sprinkling in dwelling units that were created before the sprinkling requirement was put in place. This essentially puts the homeowner back in the place that he or she would have been, had they (or, more likely, their predecessor) pulled the appropriate permits at the time the dwelling unit was constructed. If the owner can prove that the unit existed prior to those sprinkling requirements going into effect, the unit will most likely not have to be sprinkled. The policy does leave some flexibility for the AHJ to require sprinklers, even in much older units, where other considerations make it prudent to do so.



CITY OF PORTLAND
Fire Department
Robert M. Thompson, Division Chief

TO: Members of the Health & Human Services Committee

FROM: Division Chief Robert M. Thompson
Portland Fire Department

DATE: February 5, 2020

RE: Sprinkler System Informational Material

Members of the Health & Human Services Committee

The National Fire Protection Association Life Safety Code (NFPA 101) specifies when an automatic sprinkler system, full or partial, is required in a building based on a variety of factors. Any sprinkler system installed in the State of Maine requires a permit from the State Fire Marshal's Office, and they do not permit partial sprinkler systems anywhere in the State of Maine. The State Fire Marshal's Office reviews all sprinkler system installations in the state, and if an automatic sprinkler system is required, the entire building shall be sprinkled. This means that if a sprinkler is required in an addition or renovation to an existing building, the State Fire Marshal's Office requires the entire building to be sprinkled.

When the changes to Chapter 10 of the City Code to adopt the 2018 version of NFPA 101 were being considered, language was included in those changes to make the City's requirements with respect to sprinkling consistent with those of the State Fire Marshal's Office. However, there were questions from members of the City Council related to automatic sprinkler system requirements in the City of Portland. As a result, Chapter 10 was adopted without a change to sprinkler requirements until further discussions with the Health and Human Services Committee. A copy of the amendment that removed the initially proposed language is attached for your reference.

Respectfully Submitted,

Robert M. Thompson
Division Fire Chief
Portland Fire Department
(207) 874-8402