ECONOMIC DEVELOPMENT COMMITTEE

DATE: Tuesday, March 16, 2021
TIME: 5:30 PM
LOCATION:

The Housing and Economic Development Committee will hold a meeting on Tuesday, March 16, 2021, at 5:30 p.m. This meeting will take place remotely using Zoom. Virtual meetings are allowed using emergency legislation approved by LD 2167; 1 M.R.S. Section 403A, that authorizes cities and town to conduct meetings online.

Allow your computer to install the free Zoom app to get the best meeting experience. 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 unmuted by the host when it is time for your public comment.

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1. Zoom Virtual Public Meeting Information

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2. Review and accept Minutes from March 2, 2021, Committee meeting.

a. See attached draft meeting Minutes.

3. Public Hearing and vote to recommend to the City Council amending the name of the Developer in the Credit Enhancement Agreement for the 66 State Street Affordable Housing Tax Increment Financing District – Mary Davis

a. See attached Memo and materials.

4. Public Hearing and Vote to Recommend to the City Council the Iris Network Loan Amendment Request – Mary Davis

Pursuant to 1 M.R.S.A. 405(6)(C), the Committee may go into executive session to provide guidance to staff on negotiations.

a. See attached Memo and materials.

5. Continued discussion and public hearing regarding Creative Portland (CP) additional Tax Increment Financing (TIF) funds, to include:

a. Funding request for FY2022 to support CP programs and services.

See attached Memorandum and materials from CP Board President Kate Anker.

b. Possible vote to recommend to the City Council amendments to the Downtown Transit Oriented Development (TOD) TIF District to modify the TIF funding cap for CP.

See attached Memo from Greg Mitchell.

6. **Presentation on the Portland Harbor Common Plan for Committee Discussion and Direction – Dick Barringer**

a. See attached materials.

7. **Portland Adult Education update on results of FY2021 workforce training program investment and request for continued tax increment financing (TIF) funds for workforce training for Committee Discussion and Direction – Portland Adult Education/Anita St. Onge and Julia Trujillo Luengo.**

a. See attached materials.

8. **Quarterly HEDC 2021 Work Plan Check-in. Postponed from the March 2nd meeting – Greg Mitchell and Mary Davis**

a. See attached Memo and HEDC 2021 Work Plan.

Next Meeting Date: April 6, 2021

Minutes
Remote Housing and Economic Development Committee
March 2, 2021

NOTE: This meeting was held via Zoom and can be viewed at this link: http://www.portlandmaine.gov/1695/Economic-Development-Committee These Minutes provide a record of those in attendance, general discussion taking place, and motions made.

A remote meeting of the Housing and Economic Development Committee (HEDC) of the Portland City Council was held on Tuesday, March 2, 2021, at 5:30 p.m. via Zoom. Present from the Committee was its Chair Councilor Spencer Thibodeau and members Councilors Pious Ali, Tae Chong, and Andrew Zarro (arriving as noted herein). Also present from the City Council were Mayor Snyder and Councilors April Fournier and Belinda Ray (latter two arriving as noted herein). Present from the City staff were Public Facilities Director Kathy Alves, Housing and Community Development Division Director Mary Davis, Associate Corporation Counsel Michael Goldman, Housing and Economic Development Director Greg Mitchell, Senior Executive Assistant Lori Paulette, and Housing Program Manager Victoria Volent.

Item #1: Zoom Meeting Information – no Committee action required.

Item #2: Review and vote on February 2, 2021, draft meeting Minutes.

On motion made by Councilor Ali, seconded by Councilor Chong, the Committee voted unanimously (3-0) to accept the Minutes as published.

Item #3: Creative Portland presentation and request for additional Tax Increment Financing Funds for Committee discussion and direction – Kate Anker

Chair Thibodeau said that Creative Portland (CP) Board President Kate Anker would give an overview, which will be followed by questions from the Committee and others present.

This is a first review and it would come back here for a recommendation to staff, who would then communicate this to the Finance Committee as it reviews the City's FY2022 Budget.

Mr. Mitchell said that the request is from the CP Board of Directors, and noted that Councilor Chong was on that Board.

(Councilor Zarro joined the meeting at this time.)

Mr. Mitchell also noted that the CP Executive Director Dinah Minot and Program Assistant Katie Page are City employees within his Department.

Ms. Anker thanked the Committee for their consideration of this request asking for an increase in annual TIF funding for CP. The Pandemic caused a major shut down across the arts sector but CP is re-growing the sector with just two staff stretched thin and working hard. CP is seeing encouraging trends with artists returning and new ones taking up residence in Portland. CP can continue to leverage City investments in growing the creative workforce. It is seeing momentum and a phased approach for increased TIF funding to CP would leverage other sources of funding and continue the momentum to revive the creative economy to include performing arts showcases, curate public art installations, and manage juried arts exhibitions, among other programs. She also noted that CP created the Portland Artist Relief Fund in April 2020, dispersing grants to artists one month after COVID-19 shutdowns. CP's commitment, by both Board and staff, will nurture and sustain the local arts ecosystem.

Chair Thibodeau noted that the last page of the CP Agenda item shows the requested phased approach for increased funding.

Councilor Chong said that the arts community is an economic engine for Portland and provides some of the best return of investment, that is for every $1 investment $15 comes back. The Creative Economy in Maine, including restaurants, is a $1.4 Billion industry. Leaders see it as important, and Think Tanks look for arts communities as a desired location. It creates jobs and attracts people here. The Pandemic did hit the arts sector very hard and it will rebuild, particularly with CP's assistance. CP's phased approach works so CP can generate more revenue as the Pandemic slowly ends and its shows like "Hear Here" come back. All great cities have a great arts community and he fully supports this request, both as a City Councilor and as a resident of Portland.

(Councilor Fournier joined the meeting at this time.)

Councilor Zarro agreed, noting that CP brought him to Portland and he has a good relationship with the organization and would support increased investment by the City.

Councilor Ali also agreed noting past successes and projects/programs continuing and growing in the future.

Chair Thibodeau inquired about how CP is currently funded and staffed.

Mr. Mitchell said that CP is currently funded through the Downtown Transit Oriented Development (TOD) TIF District through a maximum annual cap of $100,000. CP staff were previously funded by CP and managed by the Board. Approximately two years ago, CP staff transitioned to City employees in the Housing and Economic Development Department (HEDD). HEDD is supported with TIF Funds from the area-wide TIF Districts of the Downtown TOD TIF, Waterfront TIF, and the Bayside TIF. The $100,000 in the Downtown TOD TIF for CP does not cover all of the CP salaries and fringe benefits, estimated at $140,000+.

Chair Thibodeau then clarified that the City now provides $100,000 annually in CP TIF funding, and the first request for FY2022 is to increase this by $155,000, so total TIF funding requested is $255,000 in FY2022. He then referred to the last page in the CP Agenda packet item, particularly personnel costs and would like more detailed information, particularly if it would impact HEDD. He also requested more clarity on the total TIF Funding request being proposed each year, i.e., for FY23 is CP requesting $350,000 in total TIF funding and so on.

Mr. Mitchell said that CP can provide more specifics for Committee review at its next meeting. Amendments to the Downtown TOD TIF would be needed, if that is the direction, for review and approval by the City Council and MDECD.

Councilor Chong looked forward to learning more specifics about where the increased TIF investment would be targeted over the years.

Noting no further discussion, Chair Thibodeau thanked CP President Kate Anker and its staff for their work for the creative economy and looked forward to further considering this request at the next meeting.

Item #4: Public hearing and vote to recommend to the City Council the 45 Brown Street (Unit 2) Affordable Housing TIF District and Credit Enhancement Agreement (CEA) Request.

(Councilor Ray joined the meeting during this item.)

Mary Davis introduced this item. This proposal was in front of the Committee earlier in the year. Based on direction from the Committee, staff worked with the 45 Brown Street Presidium development team to discuss possible changes to their proposal. The numbers and data in the Committee packet reflects those changes. The current proposal is for 275 units of rental housing with 50% of the total units having affordable housing deed restrictions for thirty year. 28% of the total units would be affordable to households earning 80% AMI which exceeds the inclusionary zoning requirement of 25%, almost 10% of the units will be affordable at 100% AMI, and 12% will be affordable at 120% AMI. The Affordable Housing

TIF is a state statute that sets minimum guidelines for allowable terms for Affordable Housing Tax Increment Financing. The city can elect to choose more restrictive guidelines. The TIF statute says 33% of the units are to be affordable at or below 120% AMI. In this project, 50% of the units would be affordable at or below 120% AMI. The revised proposal includes keeping the land and the parking garage portion of the development in the Downtown TIF district. All floors above the parking garage structure would be included in the AH TIF District. The Tax Assessor help put together the property tax assessments to assist with putting together this property tax revenue estimate. The TIF revenue would be capped based on the type of reimbursable costs sought by the developer. Based on the review by a third party underwriter, the analysis supports the request and indicates it is in line with past City Council approvals. Rents were calculated similar to the inclusionary zoning regulations. The analysis does include several conditions that need to be met prior to finalizing the TIF.

Greg Mitchell noted the City initiated a request for a public restroom in the project. 45 Brown Street is considered a strategic location for a public restroom. The concept presented for consideration is a public-private partnership with developers that are redeveloping significant properties that could incorporate a public restroom into their project. The developers have agreed in concept to carve a space within the parking garage, at grade, on a public street facing location, in ADA compliance, for a unisex restroom. The City would pay for the interior. The form of ownership is to be negotiated for a 90 plus year agreement. This would be incorporated in the parking structure. It is not associated with the AHTIF District related to the residential units. Maintenance is the City’s responsibility while the City would work closely with the developer to ensure adequate security.

Councilor Fournier asked a clarifying question regarding the public restroom and the TIF associated with the parking garage and asked if there are examples of other parking garages with public restrooms.

Kathy Alves provided information regarding parking garages with public restrooms.

Councilor Ray wished to clarify the Credit Enhancement Agreement is a 75/25 split over 30 years, the garage is not part of the AHTIF, and this project would be the first AHTIF project that is not requesting LIHTC.

Greg Mitchell noted 104 Grant Street was an AHTIF project that did not request LIHTC. In response to the City's goal to address housing for the missing middle, there is an expectation the City will see more AHTIF projects that are not also LIHTC projects.

Committee members asked further clarifying questions.

Chair Thibodeau opened the meeting to public comment.

Joey Brunelle (61 Kellogg Street) – supports the concept of the public bathrooms. Worried about how rushed this proposal seems to be. Asked clarifying questions on best practices for public restrooms.

Jonathan Culley (Redfern Properties) - Redfern is in the planning stages for two large projects in Portland with very similar product type and very similar income targeting to what is being proposed at 45 Brown Street. Redfern is not advocating for or against the AHTIF, but they are watching very, very closely. Their current plan is to move forward without subsidies from the City with the proposed Mercy Hospital redevelopment and new construction at 200 Federal Street. If the City decides to begin subsidizing for profit apartment developers, then they would certainly like to have a conversation.

John Anton (77 Spruce Street) – concerned and strongly disagrees with the statement the proposed AHTIF is consistent with past practice. The targeting in this project is very different from past TIFs. Asks this Committee and the Council to look at both its affordable housing policies broadly and its TIF policies specifically as regards the missing middle issue. This is a significant issue in the "for sale market" but not a significant issue in the "for rental market". This project would establish a precedent, and it is not a good deal.

George Rheault (28 Hanover) – Seems to be a discrepancy with the acreage on the site plan and the footprint labeled in other materials. The existing garage with 340 spaces would be significantly reduced with the new garage. Concerned how losing almost 100 parking spots would impact the area. There has been no neighborhood outreach in the Bayside neighborhood. Does not object to the TIF. But there should be neighborhood outreach.

Chair Thibodeau closed the public comment period

Councilor Chong- supports the project. Negotiations went in a positive trend. Supports creating rental housing for the missing middle. Likes the idea of a public restroom. Support greater density in the downtown area.

Councilor Zarro- Overall a good project. Checks a lot of boxes. When would the neighborhood engagement begin?

Mary Davis noted neighborhood engagement occurs throughout the planning process, and she discussed the AHTIF process.

The Committee further discussed the proposal.

Chair Thibodeau said this is an interesting project. Thinks it should be moved to Council for consideration.

On motion made by Councilor Chong, seconded by Councilor Ali, the Committee voted 3-1 (Zarro no) to forward this item to the Council.

Item #5: Public hearing and vote to recommend to the City Council amending the Downtown Transit Oriented Development (TOD) TIF District to remove Unit 2 at 45 Brown Street (proposed Affordable Housing TIF over Unit 1 – Parking Garage) in order for the above ground residential project to be an Affordable Housing TIF District.

Mr. Mitchell noted that as part of the project, staff talked with the Developer about incorporating a public restroom and the Developer is amenable to this.

Chair Thibodeau requested that Corporation Counsel incorporate this into the project.

Councilor Chong made a motion to recommend to the City Council amending the Downtown TOD TIF District for the Affordable Housing TIF Project; Councilor Zarro seconded the motion.

Councilor Chong then made a motion to amend the main motion to incorporate a public restroom; Councilor Zarro seconded the motion.

Chair Thibodeau then asked for a vote on the amendment to the main motion and it passed unanimously (4-0). Chair Thibodeau then asked for a vote on the main motion and it passed unanimously (4-0).

Councilor Zarro requested this to have as much detail as possible when it comes to the City Council.

Item #6: Communication: HomePort Guidelines Amendment Update

Mary Davis presented this item as a communication item. In 2015, the HomePort Program was discontinued. In response to a recent inquiring requesting a waiver of the recapture provisions, HCD staff sought guidance from the HUD field office. After a review of Portland's

HomePort Program, HUD determined the program guidelines did not comply with HOME regulations. The HomePort portfolio contains 65 City of Portland loans. Under the revised program terms, the shared appreciation will be returned to nine HomePort borrowers. Notices of the program provisions along with a loan modification agreement will be mailed to all HomePort borrowers with active loans in the city's portfolio. These changes will be incorporated in the Annual Action Plan that will be reviewed by the City Council and submitted to HUD in May.

Item #7: Quarterly HEDC 2021 Work Plan Check-In

Consensus of the Committee was to table this item to its next meeting.

Item #8: Executive Session: Pursuant to 1 M.R.S.A. 405(6)(C) and 5 M.R.S.A. 13119-A, the Committee will go into executive session to provide staff direction on negotiations related to an offer to acquire Lots 6 and 7 located in the Portland Technology Park.

Chair Thibodeau asked Corporation Counsel if this was an appropriate item for executive session, and Mr. Goldman answered in the affirmative.

Chair Thibodeau then noted that the meeting on Zoom will end now, and then the Minutes will reflect the time of the executive session after which the Committee will immediately adjourn the meeting.

On motion made by Councilor Zarro, seconded by Councilor Chong, the Committee voted unanimously (4-0) at 8:09 p.m. to go into executive session pursuant to 1 M.R.S.A. 405(6)(C) and 5 M.R.S.A. 13119-A to provide staff direction on possible negotiations for sale of City lots 6 and 7 at Portland Technology Park.

At approximately 8:30 p.m., the Committee came out of executive session and on motion made by Councilor Chong, seconded by Councilor Zarro, the Committee voted unanimously (4-0) to then adjourn the meeting.

Respectfully, Lori Paulette and Victoria Volent

CITY OF PORTLAND
Housing and Economic Development Department
Housing and Community Development Division

TO: Councilor Thibodeau, Chair
Members of the Housing and Economic Development Committee

FROM: Mary Davis, Division Director
Housing and Community Development Division

DATE: March 12, 2021

SUBJECT: Amendment to Name of Developer in the Credit Enhancement Agreement
66 State Street Affordable Housing Development District

I. Summary

The request is to consent to amend the name of the Developer in the Credit Enhancement Agreement (CEA) for the 66 State Street Affordable Housing Tax Increment Financing District from Phoenix at Danforth, LP to DC 66 State LLC.

II. Agenda Description

The 66 State Street project is comprised of two projects; one project consists of the redevelopment of the existing building at 66 State Street and the other is a new building to be constructed. It was originally anticipated that the new building would be the first project to move forward. Therefore the original City Council approval authorized the City Manager to enter into a Credit Enhancement Agreement with the developer of the new building, Phoenix at Danforth LP. The redevelopment of the existing building is moving forward first and therefore the Credit Enhancement Agreement will need to be in the name of the developer of that project, DC 66 State LLC.

III. Background

In July of 2019 the City Council voted to approve the designation of an Affordable Housing Tax Increment Financing District entitled The 66 State Street Affordable Housing Tax Increment Financing District. A companion order authorized the City Manager to enter into a Credit Enhancement Agreement with Phoenix at Danforth, LP. (Order 280-18/19 and Order 281-18/19).

IV. Intended Result and/or Council Goal Addressed

To amend the name of the developer in the Credit Enhancement Agreement related to the 66 State Street Affordable Housing Tax Increment Financing District.

V. Financial Impact

The amendment would not alter the financial terms outlined in the District Program and Credit Enhancement Agreement for the 66 State Street Affordable Housing Tax Increment Financing District.

VI. Staff Analysis and Background

Staff reviewed the request and determined that the requested amendment is appropriate under the terms of the City Council approved District Development Program and Credit Enhancement Agreement.

VII. Recommendation

The Housing and Economic Development Committee is asked to vote, in the form of a recommendation to the City Council, to approve the request to amend the name of the developer from Phoenix at Danforth LP to DC 66 State LLC in the Credit Enhancement Agreement for the 66 State Street Affordable Housing Tax Increment Financing District.

List Attachments

Credit Enhancement Agreement (redlined)

CREDIT ENHANCEMENT AGREEMENT

This Credit Enhancement Agreement, dated as of ____September 20, 2019, between the City of Portland, Maine, a municipal body corporate and politic and a political subdivision of the State of Maine (the "City"), and ~~Phoenix at Danforth, LP~~DC 66 State LLC, a Maine limited ~~partnership~~liability company (the "Developer").

W I T N E S S E T H T H A T

WHEREAS, the City designated the 66 State Street Affordable Housing Development Tax Increment Financing District (the "District") pursuant to Chapter 206, subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended, by vote of the City Council at a meeting held on July 15, 2019 and pursuant to the same City Council Meeting action adopted a development program and financial plan for the District (the "Development Program"), and

WHEREAS, the Director of the Maine State Housing Authority has this date reviewed and approved the District and the Development Program, 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 such City Council Meeting approval and a resolution of the Municipal Officers, adopted July 15, 2019 by vote 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 by and described in the Development Program;

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:

"Affordable Housing Development Program Fund" means the Affordable Housing Development Program Fund described in Article III of the Development Program and established and maintained pursuant to Article II hereof.

"Agreement" means this Credit Enhancement Agreement between the City and the Developer.

"Captured Assessed Value" means the amount, stated as percentages or stated sums, of the Increased Assessed Value that is utilized from year to year to finance the Capital Program and Public Improvements described in the Development Program; the Captured Assessed Value of the District shall be 75% of the Increased Assessed Value.

"City" means the City of Portland, Maine, a municipality duly organized and existing under the laws of the State of Maine, its successors and assigns.

"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.

"Developer" means ~~Phoenix at Danforth, LP~~DC 66 State LLC, its successors and assigns.

"Development Program" means the Development Program for the District as adopted by the City at a meeting of the City Council held on July 15, 2019.

"District" means the 66 State Street Affordable Housing Development Tax Increment Financing District designated by the City pursuant to Chapter 206, subchapter 3 of Title 30-A of the Maine Revised Statutes, as amended, by vote of its City Council at a meeting held on July 15, 2019.

"Financial Plan" means the financial plan described in Article III of the Development Program.

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

"Increased Assessed Value" means the valuation amount by which the Current Assessed Value of the District exceeds the Original Assessed Value of the District. If the Current Assessed Value is equal to or less than the Original Assessed Value, there is no Increased Assessed Value.

"Original Assessed Value" means the assessed value of the District as of March 31, 2019, which amount was zero Dollars ($0.00).

"Project" means the design, planning, development, acquisition, construction, financing and installation of the Development Program as described in Section 2.03 of said Development Program.

"Project Costs" means any expenditures or monetary obligations incurred or expected to be incurred that are authorized by section 5249 of title 30-A of the Maine Revised Statutes and included in the Development Program.

"Project Cost Account" means the Developer's Project Cost Account described in Article III of the Development Program and established and maintained pursuant to Article II of this Agreement.

"Property Taxes" means any and all ad valorem property taxes levied, charged or assessed against real estate in the District by the City or on its behalf.

"Qualified Investments" means any and all securities, obligations or accounts in which municipalities may invest their funds under applicable Maine law.

"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.

"Tax Increment Revenues (Developer's Share)" means that percentage of the Tax Increment with respect to real estate now or hereafter located in the District retained pursuant to the terms of the Development Program to pay Project Costs of the Capital Program, and which amount is to be deposited each year during the term of this Agreement in the Developer's Project Cost Account to fund payments to the Developer due pursuant to this Agreement. The Tax Increment Revenues (Developer's Share) is seventy-five percent (75%). The Tax Increment Revenues (Developer's Share) will be calculated each year as more particularly described herein and in Exhibit A of the Development Program and will be based on the Increased Assessed Value of the District which percentage or amount shall be captured and retained to pay to the Developer the costs of the Capital Program described in the Development Program.

"Tax Shift" means the sum of the following amounts as calculated under the Tax Shift Formulas, as hereafter defined: (a) the difference between (i) the county tax payable by the City if the Captured Assessed Value that under the then existing Tax Shift Formulas is not included in the actual calculation of County Tax were included in the City's valuation in calculating the county tax, and (ii) the county tax payable by the City to the extent that the Captured Assessed Value is excluded from the City's valuation in calculating the county tax; plus (b) the difference between (i) the State aid to education that would be received by the City if the Captured Assessed Value that under the then existing Tax Shift Formulas is not included in the actual calculation of State aid to education were included in the City's valuation in calculating State aid to education, and (ii) the State aid to education that received by the City to the extent that the Captured Assessed Value is excluded from the City's valuation in calculating such amounts of State aid to education; plus (c) the difference between (i) the State revenue sharing that would be received by the City if the Captured Assessed Value that under the then existing Tax Shift Formulas is not included in the actual calculation of State revenue sharing were included in the City's valuation in calculating the amount of State revenue sharing, and (ii) the State revenue sharing received each year to the extent that the Captured Assessed Value is excluded in the City's valuation in calculating such amounts of revenue sharing. Examples of the calculation of the estimated Tax Shifts based on the current Tax Shift Formulas are attached as Exhibit F to the Development Program.

"Tax Shift Formulas" means 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.

"Tax Payment Date" means the date(s) on which Property Taxes levied by the City are due and payable from owners of property located within the City.

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), limited liability companies, 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 affect its meaning, construction or effect.

(e) All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time. All approvals, consents and acceptances required to be given or made by any signatory hereto shall not be withheld unreasonably.

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

ARTICLE II: DEVELOPER'S PROJECT COST ACCOUNT OF THE AFFORDABLE HOUSING DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

Section 2.1. Creation of Developer's Project Cost Account of the Affordable Housing Development Program Fund. The City hereby confirms the creation and establishment of (a) the 66 State Street Affordable Housing Development District Affordable Housing Development Program Fund (the "Affordable Housing Development Program Fund"); and (b) a segregated fund in the name of the City designated as the "66 State Street Affordable Housing Development District Developer's Project Cost Account of the Affordable Housing Development Program Fund" (the "Developer's Project Cost Account") pursuant to, and in accordance with the terms and conditions of the Development Program. The Affordable Housing Development Program Fund shall consist solely of the Developer's Project Cost Account as described in the Development Program.

Section 2.2. Deposits into Developer's Project Cost Account of the Affordable Housing Development Program Fund. The City shall deposit into the Developer's Project Cost Account contemporaneously with each payment of Property Tax by owners of property in District during the term of the District an amount equal to that portion thereof constituting the Tax Increment Revenues (Developer's Share) for the period or year to which the payment relates and shall allocate the amount so deposited to fund fully and pay the payments due to Developer under Article III of this Agreement.

Section 2.3. Use of Monies in Developer's Project Cost Account of the Affordable Housing Development Program Fund. Monies deposited in the Developer's Project Cost Account shall be used and applied exclusively to fund the City's payment obligation described in Article III hereof.

Section 2.4. Monies Held in Trust. All monies required to be deposited with or paid into the Developer's Project Cost Account to fund payments of the Developer under the provisions hereof and the provisions of the Development Program, shall be held by the City in trust, for the benefit of the Developer.

Section 2.5. Investments. The monies in the Developer's Project Cost Account shall be invested and reinvested in Qualified Investments as determined by the City. The City shall have discretion regarding the investment of such monies, provided such monies are invested in Qualified Investments. As and when any amounts thus invested may be needed for disbursements, the City shall cause a sufficient amount of such investments to be sold or otherwise converted into cash to the credit of such account. The City shall have the sole and exclusive right to designate the investments to be sold and to otherwise direct the sale or conversion to cash of investments made with monies in the Developer's Project Cost Account.

Section 2.6. Liens. The City shall not hypothecate or grant or create any liens, security interests, encumbrances, or other interests of any nature whatsoever, with respect to the Developer's Project Cost Account or any funds therein, other than the interest granted to the Developer hereunder in and to the amounts on deposit therein.

ARTICLE III: PAYMENT OBLIGATIONS

Section 3.1. Credit Enhancement Payments. (a) The term of this Agreement shall be for the period beginning on the effective date of the approval of the District by the Director of the Maine State Housing Authority, being _September 20, 2019 and continuing for thirty (30) years as described below. Subject to the conditions set forth below, the City agrees to pay to the Developer within 30 days of the end of each fiscal year (ends June 30 each year) this Agreement is in effect payments equal to the Tax Increment Revenues (Developer's Share) beginning with the designation and approval of the District by the Director of the Maine State Housing Authority, that being the City Tax Year beginning April 1, 2020 and ending March 31, 2021, which is Fiscal Year beginning July 1, 2020 and ending June 30, 202120 (TY20/FY21) and continuing for 30 years thereafter with each Fiscal Year of the City through and including June 30, 2050 (TY49/FY50). The City shall make all such payments of the Tax Increment Revenues (Developer's Share) to the Developer, its successors and assigns according to Exhibit A of the Development Program, based upon the corresponding fiscal year's projected allocation percentage for each payment. The Developer's share will be 100% of the captured revenue (based on 75% of the value captured) as indicated on Exhibit A. The obligation of the City to make such payments shall be a limited obligation payable solely from that portion of the Tax Increment Revenues (Developer's Share) payable to the Developer hereunder, whether or not actually deposited into the Developer's Project Cost Account, and shall not constitute a general debt or obligation on the part of the City 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 any political subdivision thereof.

(b) If, with respect to any Tax Payment Date, the owner or owners of property in the District fail(s) to pay any portion of the Property Taxes assessed by the City, because of a valuation dispute or otherwise, the Property Taxes actually paid with respect to such Tax Payment Date shall first be applied to taxes due on account of the Original Assessed Value and second shall constitute Tax Increment Revenues.

(c) Annually, Developer will provide operating cash flow statements as back-up documentation of Projects Costs for its TIF payments, which documentation will be kept confidential by the City.

Section 3.2. Prior to receiving the first payment under this Agreement:

(a) Developer shall provide evidence reasonably satisfactory to the City of the Company's ability to complete the Project in accordance with State law. Reasonably satisfactory evidence shall include the Company's having closed on the financing for the Project.

(b) 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. The City will provide the Developer with information that the

Developer must include in all bid materials that the Developer provides to prospective contractors who may bid on the project to ensure that the wage requirements set forth in this section are met.

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

Section 3.3. Failure to Make Payment. In the event the City should fail to, or be unable to, make any of the payments required under Section 3.1 hereof, the item or installment so unpaid shall continue from year-to-year, as a limited obligation of the City, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid and the City agrees to pay the same with interest thereon at the rate equal to the interest rate per annum payable by owners of property in the City on Property Taxes that are not paid when due, but only from Tax Increment Revenues (Developer's Share) paid to the City by the Developer from time to time, and any earnings thereon, whether or not deposited into the Developer's Project Cost Account of the Affordable Housing Development Program Fund. Payments shall be applied first against accrued interest and then against principal. The 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 all Tax Increment Revenues (Developer's Share) to the Developer's Project Cost Account and its obligation to make payments to the Developer.

Section 3.4. Manner of Payments. The payments provided for in this Article III shall be paid in immediately available funds directly to the Developer in the manner provided hereinabove for its own use and benefit, for qualified Project Costs.

Section 3.5. Obligations Unconditional. The obligations of the City to make the payments described in this Agreement in accordance with the terms hereof shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment or counterclaim it might otherwise have against the Developer. The City shall not suspend or discontinue any such payment or terminate this Agreement for any cause, including without limitation, any acts or circumstances that may constitute failure of consideration or frustration of purpose or any damage to or destruction of the Project or any change in the tax or other laws of the United States, the State of Maine or any political subdivision of either thereof.

Section 3.6. Limited Obligation. The City's obligations of payment hereunder shall be limited obligations of the City payable solely from monies on deposit in the Developer's Project Cost Account and Affordable Housing Development Program Fund, and any earnings thereon, 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 the Tax Increment Revenues (Developer's Share) payable to the Developer hereunder, and any earnings thereon, whether or not actually deposited into the Developer's Project Cost Account. This Agreement shall not directly or indirectly or contingently obligate the City, the State of Maine, or any other municipality or political subdivision to levy or to pledge any form of taxation or to levy or to make any appropriation for their payment, excepting the City's obligation to levy Property Taxes upon the property in the District and the pledge of the Tax Increment Revenues (Developer's Share), and earnings thereon, established under this Agreement.

Section 3.7. Nondiscrimination. The Developer and its contractors employed in the construction phase the Project shall adhere to a policy of non-discrimination in all employment actions, practices, policies, procedures, phases, and conditions of employment. All employment-related decisions (including but not limited to hiring, discharge, transfers, promotions, discipline, training, job opportunities, and wage and salary levels) will be made without discrimination based on an individual's race or color, religion, age, sex (including pregnancy), sexual orientation, gender identity or expression, ancestry or national origin, physical or mental disability, veteran status, genetic information, previous assertion of a claim or right under Maine's Workers' Compensation Act, previous actions taken protected under Maine's Whistleblowers' Protection Act, or any other protected group status as defined by applicable law. Provisions in applicable laws providing for bona fide occupational qualifications, business necessity, or age limitations will be adhered to by the developer and its contractors where appropriate. This policy shall not be construed to prohibit any employment action or policy which is required by federal law, rule or executive order.

ARTICLE IV: PLEDGE AND SECURITY INTEREST

Section 4.1. Pledge of Developer's 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 the 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 to the Developer the Developer's Project Cost Account and the Affordable Housing Development Program Fund to the extent of Developer's Rights under this Agreement to receive funds from the Developer's Project Cost Account and all sums of money and other securities and investments now or hereafter therein.

Section 4.2. Perfection of Interest. The City authorizes the Developer to file and, if necessary, shall cooperate with the Developer in causing appropriate financing statements and continuation statements naming the Developer as pledgee of all amounts from time to time on deposit in the Developer's Project Cost Account and the Affordable Housing Development Program 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. To the extent deemed necessary by the Developer, the City will at such time and from time to time as requested by Developer establish the Developer's Project Cost Account as a segregated fund under the control of an escrow agent, trustee or other fiduciary so as to perfect Developer's interest therein.

Section 4.3. Further Instruments. The City shall, upon the reasonable request of the 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.

Section 4.4. No Disposition of Developer's Project Cost Account. Except as permitted hereunder, the City shall not sell, lease, pledge, grant a security interest in, assign or otherwise dispose, encumber or hypothecate any interest in the Developer's Project Cost Account and the Affordable Housing Development Program Fund and will promptly pay or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part hereof not permitted hereby.

Section 4.5. Access to Books and Records. All books, records and documents in the possession of the City 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's Project Cost Account shall at all reasonable times be open to inspection by the Developer, its agents, lenders, designees and employees.

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 Affordable Housing Development Program Fund or the Developer's Project Cost Account as and when due;

(c) any failure by the City or the Developer to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the City or the Developer to be observed or performed, provided, however, that failure of Developer or any other owner of property in the District to pay Property Taxes when due shall not constitute an event of default hereunder; or

(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, marshalling of assets and liabilities or similar proceedings, or for the winding up or liquidation of the City's affairs shall have been entered against the City or the City shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the City 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 City or the failure by the City to have a 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 City.

Section 5.2. Remedies on Default. Whenever any Event of Default referred to in Section 6.1 hereof shall have occurred and be continuing, the non-defaulting party may take any one or more of the following remedial steps: (a) the non-defaulting party may take whatever action at law or at equity as may appear necessary or desirable to collect any amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements or covenants of the non-defaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder; and (b) the Developer shall also have the right to exercise any rights and remedies available to a secured party under the laws of the State of Maine.

Section 5.3. Remedies Cumulative. 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 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 relinquishment for the future of the rights 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 City with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Event of Default be continued or repeated.

Section 5.4. Agreement to Pay Attorneys' Fees and Expenses. Notwithstanding the application of any other provision hereof, in the event any party should default under any of the provisions of this Agreement and the non-defaulting party shall require and employ attorneys or incur other expenses or costs for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the City or the Developer herein contained, the defaulting party shall, on demand thereof pay to the non-defaulting party the reasonable ~~attorneys~~attorney's fees, costs and expenses so incurred by the non-defaulting party.

Section 5.5. Disputes. The parties agree that in the event of any dispute or disagreement hereunder the City shall continue to make payment of all amounts due hereunder in the manner and at the times specified herein until final resolution of such dispute, whether by mutual agreement or final decision of a court, arbitrator or other dispute resolution mechanism. The City hereby waives any right to withhold, suspend or setoff payments during the pendency of any such dispute, this waiver being limited and expressly intended to affect only those rights necessarily related to or arising directly under the terms of this Agreement.

ARTICLE VI: EFFECTIVE DATE, TERM AND TERMINATION

Section 6.1. Effective Date and Term. This Agreement shall become effective upon its execution and delivery by the parties hereto and shall remain in full force from the date hereof for the entire term of this Agreement and shall expire upon the payment of all amounts due to the Developer hereunder and the performance of all obligations on the part of the City and the Developer hereunder.

Section 6.2. Cancellation and Expiration of Term. At the termination or other expiration of this Agreement and following full payment of all amounts due and owing to the Developer hereunder or provision for payment thereof and of all other fees and charges having been made in accordance with the provisions to this Agreement, the City and the 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 and/or Assignment. The City hereby acknowledges that it is the intent of the Developer to pledge and assign and to grant security interests in and to this Agreement and the amounts payable to Developer hereunder and Developer's right, title and interest in, to and under this Agreement as collateral for financing for the Project, although no obligation is hereby imposed on the Developer to make such assignment or pledge or to grant such security interests. Recognizing this intention, the City does hereby consent and agree to the grant of such security interests and to the pledge and assignment of all the 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 and other obligations or otherwise, on one or more occasions during the term hereof.

Section 7.2. Pledge, Assignment or Security Interest. The City hereby consents to the pledge, assignment or granting of a security interest by the Developer (or the pledge and assignment by any one Developer) of its right, title and interest in, to and under this Agreement. The City agrees to execute and deliver any assignments, pledge agreements, consents or other confirmations required by the prospective secured party, pledgee or assignee, including without limitation, recognition of the secured party, pledgee or assignee 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 secured party, pledgee or assignee the position of such secured party, assignee or pledgee and the irrevocable and binding nature of this Agreement and provide to the secured party, pledgee or assignee such rights and/or remedies as it may deem necessary for the establishing, perfection and protection of its interest herein.

Section 7.3. Assignment. Except as provided in this Article VII, the Developer shall not have the right to transfer and assign to any person or entity all or any portion of its rights in, to and under this Agreement; provided however, that any transfer of the real property within the District shall carry with it the benefit of this Agreement so long as (i) the portion of the rental units within the District which are required to be affordable under the Declaration of Covenants, Conditions and Restrictions executed by the Developer and the City remain affordable after such transfer; (ii) the prospective owner establishes to the reasonable satisfaction of the City that the financial benefits provided by this Agreement are still necessary to maintain the viability of the Project and (iii) the City Council approves the transfer. Without limiting the generality of the foregoing, if the two buildings in the District are held by distinct entities affiliated with Developer, then this Agreement may be partially assigned to each of such entities.

ARTICLE VIII: MISCELLANEOUS

Section 8.1. Successors. The covenants, stipulations, promises and agreements set forth herein shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

Section 8.2. 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 8.3. No Personal Liability of Officials of the City. 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 individual capacity and neither the members of the City Council of the City 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.

Section 8.4. 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 8.5. Governing Law. The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

Section 8.6. Notices. All notices, certificates, requests, requisitions or other communications by the City or the Developer pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when hand delivered or mailed by first class mail, postage prepaid, addressed as follows:

If to the City: City Manager
City Portland
389 Congress Street
Portland, Maine 04101

If to the Developer: ~~Phoenix at Danforth, LP~~DC 66 State LLC
c/o Developers Collaborative
100 Commercial Street, Suite 414

Portland, ME 04101

Any 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 8.7. Amendments. This Agreement may be amended only with the concurring written consent of the parties hereto.

Section 8.8. Net Agreement. This Agreement shall be deemed and construed to be a "net agreement," and the City shall pay absolutely net during the term hereof all payments required hereunder, free of any deductions, and without any abatement, deductions or setoffs.

Section 8.9. Benefit of Assignees or Pledgees. The City agrees that this Agreement is executed in part to induce secured parties, assignees or pledgees to provide financing for the Project and accordingly all covenants and agreements on the part of the City as to the amounts payable hereunder are hereby declared to be for the benefit of any such secured parties, assignee or pledgee from time to time of the Developer's right, title and interest herein.

Section 8.10. MaineHousing Rules and Requirements. 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. The parties shall comply with the rule provisions for recovery of public revenue if conditions for approval of the District are not maintained for the duration of the District, as provided by rules adopted by the Maine State Housing Authority in accordance with applicable law. The Developer agrees to provide all information as required by the City to satisfy its reporting obligations.

Section 8.11. 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 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.

Section 8.12 Valuation Agreement. The Development Program makes certain assumptions and estimates regarding valuation, depreciation of assets, tax rates, estimated amounts of the Increased Assessed Value and the Tax Increment, estimated amounts of the Tax Increment Revenues (Developer's Share), estimated development costs and other estimates. The City and the 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 to be used, in any way, by any party in either presenting evidence or making argument in any dispute which may arise with respect to Developer's property for purposes of ad valorem property taxation or any tax abatement proceeding or (b) modify or change in any way the terms of this Agreement even if the actual results differ substantially from the estimates, assumptions or analysis.

Section 8.13. Integration. This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the City and the Developer relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

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

WITNESS CITY OF PORTLAND

______________________________ By:__________________________________
Jon P. Jennings, Its City Manager

~~____________________, LP~~

[signatures continue on next page]

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

DC 66 STATE LLC

BY: ~~________________________,~~DC Bunkers LLC, its Managing Member
~~Its General Partner~~

______________________________ By:__________________________________
Kevin Bunker, ~~Manager~~its Member

G:\Shared drives\PUD - HCD\Housing\Affordable Housing TIF\2019 Requests\Developers Collaborative 66 State Street\Draft TIF Documents\02 66 State Street CEA 05.29.19 Draft from MD lp rdlns.DOCX

C:\OneDrive\Documents\CT\DC Predevelopment LLC (20981)\State Street (326)\TIF\02 66 State Street CEA 3_9_21.DOCX

CITY OF PORTLAND
Housing and Economic Development Department
Housing and Community Development Division

TO: Councilor Thibodeau, Chair
Members of the Housing and Economic Development Committee

FROM: Mary Davis, Division Director
Housing and Community Development Division

DATE: March 12, 2021

SUBJECT: Iris Network/Iris Park Apartments Request to Modify Loan Terms
201 Park Avenue

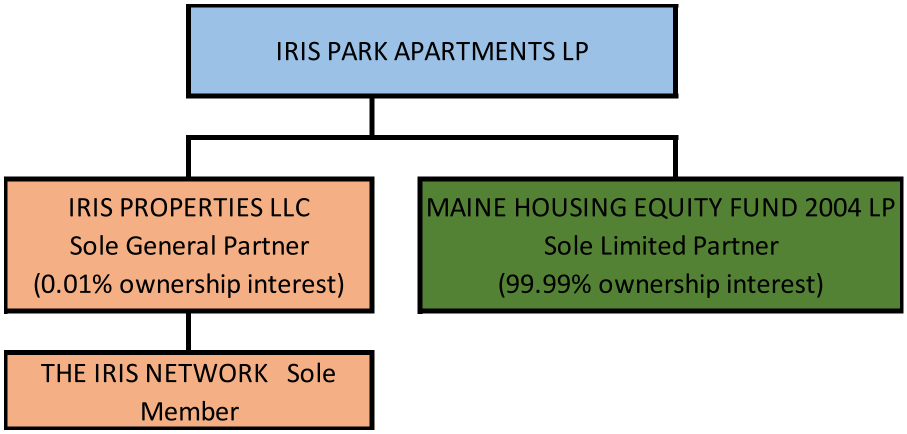
I. Summary

The following information is supplemental to the information provided in the February 10, 2021 staff memo included in the February 16, 2021 HEDC agenda packet. The Iris Network's original request was for the city to consent to the transfer of ownership and amend the loan terms requiring full payment of taxes if the title to the property is transferred to a tax exempt organization. Noting the concerns raised during the February 16 Housing and Economic Development Committee meeting, The Iris Network has amended its request to a 25% payment in lieu of taxes (PILOT).

II. Background

Iris Park Apartments was financed through the Low Income Housing Tax Credit (LIHTC) Program and is now approaching the end of the required 15 year tax credit compliance period. As is common with tax credit projects, there will be a transfer of ownership from the tax credit partnership to The Iris Network. This type of transfer is common in the LIHTC Program as indicated in a report entitled "*What Happens To Low-Income Housing Tax Credit Properties at Year 15 and Beyond?"* published by the U.S. Department of Housing and Urban Development Office of Policy Development and Research. The report explains *"A change in ownership for a LIHTC property can happen at any time. The ownership change is most likely to take place around Year 15, however, because it is in the interest of limited partners (LPs) to end their ownership role quickly after the compliance period ends. They have used up the tax credits by Year 10, and after Year 15 they no longer are at risk of IRS penalties for failure to comply with program rules. By far the most common pattern of ownership change around Year 15 is for the LPs to sell their interests in the property to the general partner (GP) (or its affiliate or subsidiary) and for the GP to continue to own and operate the property. This pattern is overwhelmingly the case for properties with nonprofit developers, but also true in many cases of for-profit developers."*

The property is currently owned by Iris Park Apartments, LP. IRIS Properties LLC is the sole general partner of Iris Park Apartments, LP. The Iris Network is the sole member of IRIS Properties LLC. The tax credit entity, Maine Housing Equity Fund 2004 LP, is the limited partner of Iris Park Apartments LP.



A review of the project financials confirm that the project has operated at a net loss each year since 2014. David Barnwell, the Executive Director of The Iris Network indicates the organization ended fiscal year 2020 in a strong position and in the first five years of FY2021 they are trending well above year-to-date budgeted goals. They have restructured cost centers throughout the organization, reduced debt by half since the end of 2018 and have increased development efforts resulting in a 54% increase in philanthropic dollars year over year which has placed the organization in a stronger financial position.

Based on the information known at this time, there will not be any payment of cash to the limited partner at the transfer of ownership. However, net operating cash for 2021 may be prorated so that the limited partner receives a share of that cash. Net operating cash will be approved after a review by Maine State Housing Authority.

III. Intended Result and/or Council Goal Addressed

To amend the loan documents to allow a 25% payment in lieu of taxes if the title to the property is transferred to a non-profit owner.

IV. Financial Impact

Currently, as a taxable entity, Iris Park Apartments, LP, the property has a tax assessed value of $1,965,300, with a tax amount of $45,811. See attached property tax record. The City's Tax Assessor's office is *estimating* the revaluation assessed value of the project will be $3,750,000 with an estimated tax amount of $60,000. Based on this scenario the proposed 25% PILOT would result in a payment to the City of $11,452 based on the current tax amount and $15,000 based on the estimated tax amount.

V. Staff Analysis and Background

A review of the City's Affordable Housing Development portfolio shows 41 projects that have received or been awarded financial assistance by the City of Portland. Financial assistance primarily refers to HOME, CDBG and Tax Increment Financing (TIF).

# of Projects	Tax Issue Addressed?
Three (3)	N/A Homeownership Projects
Twenty (20)	Yes, a clause in the loan documents which requires that if the property should become exempt, an amount equal to the assessed tax amount would still be payable.
Six (6)	No; awarded tax increment financing and therefore must pay taxes in order to receive financing under the Credit Enhancement Agreement; the 178 Kennebec Street project was formerly city-owned property and the City's deed includes a restriction that property taxes must be paid; 17 Carleton St. has AHTIF only.
Two (2)	No; provided funding through a grant agreement which did not include the above referenced language.
Four (4)	No
Six (6)	Awarded financing but have not yet progressed to construction loan closing. The language mentioned above will be included in the closing documents for these projects.

In addition, a review of the projects in the portfolio indicates that the Iris Park Apartments is one of four projects which serve a specific population. The other three are the Brannigan House at 90 High Street which provides housing and supportive services for individuals with serious and prolonged mental illness who need a highly supportive environment, Logan Place and Florence House which are housing first developments that provide supported permanent housing to chronically homeless individuals. This represents 10% of the portfolio. The remaining 90% are either homeownership projects or traditional LIHTC projects.

Staff acknowledges the Committee's concern regarding setting precedent by agreeing to no payment of property taxes or a PILOT related to affordable housing projects. City consideration of reducing property taxes on past or future city council approved affordable housing projects could be based upon a review of the project's financials and associated public benefits, such as the four projects mentioned in the previous paragraph, to determine an equitable payment in lieu of taxes.

VI. Recommendation

A vote by the Committee to recommend that the City Council approve a request to amend the terms of a loan to Iris Park Apartments, LP to require a 25% payment in lieu of taxes (PILOT) if the title to the property is transferred to a tax exempt organization.

VII. List Attachments

Property Tax Record
Letter from Maurice A. Selinger, III, Esq., Attorney for The Iris Network
Staff Memo dated February 10, 2021

This page contains a detailed description of the Parcel ID you selected.

New Search!

Current Owner Information:

CBL	052 C007001
Land Use Type	TWENTY-ONE PLUS FAMILY
Verify legal use with Inspections Division	
Property Location	191 PARK AVE
Owner Information	IRIS PARK APARTMENTS LP 307 CUMBERLAND AVE PORTLAND ME 04101
Book and Page	24882/319
Legal Description	52-C-7 PARK AVE 189-201 11130 SF
Rental Registration	Check Here
Acres	0.2555

Current Assessed Valuation:

TAX ACCT NO.	27571	**OWNER OF RECORD AS OF APRIL 2020** IRIS PARK APARTMENTS LP
LAND VALUE	$166,600.00	
BUILIDING VALUE	$1,798,700.00	307 CUMBERLAND AVE
NET TAXABLE - REAL ESTATE	$1,965,300.00	PORTLAND ME 04101
TAX AMOUNT	$45,811.14	

Any information concerning tax payments should be directed to the Treasury office at 874-8490 or e-mailed.

Building Information:

	Building 1
Year Built	2006
Style/Structure Type	
# Units	30
Square Feet	34326

View Sketch View Map View Picture

Exterior/Interior Information:

	Building 1
Levels	B1/B1
Size	11442
Use	APARTMENT
Height	8

CURTIS THAXTER

ATTORNEYS AT LAW

ONE CANAL PLAZA, P.O. BOX 7320, PORTLAND, MAINE 04112/ TEL 207 • 774 • 9000/ FAX 207 • 775 • 0612/ WWW.CURTISTHAXTER.COM

Maurice A. Selinger, III, Esq.
mselinger@curtisthaxter.com

February 24, 2021

Mary Davis
Division Director
Housing and Community Development
City of Portland
City Hall
389 Congress Street
Portland, Maine 04101

RE: Transfer of Iris Park Apartments

Dear Mary:

I'm counsel to Iris Park Apartments, LP, a Maine limited partnership (the "Partnership"). I'm writing to you at the request of David Barnwell, President and Executive Director of The Iris Network. The Partnership owns Iris Park Apartments, located at 201 Park Avenue in Portland (the "Project"). The Partnership proposes to transfer the Project to The Iris Network, a Maine nonprofit corporation and the sponsor of the Project ("Iris"). The City holds a $250,000 mortgage on the Project, so the Partnership and Iris are requesting the City's consent to the transfer. As part of the transfer process, Iris would assume the Partnership's obligations under the mortgage held by the City.

The project was financed in part with private equity made available under the federal low income housing tax credit program (the "Program"). Under the Program, private investors make capital contributions in return for federal income tax credits and other tax benefits. The tax credits are claimed over a period of ten years, and the investors must remain in the Partnership for fifteen years. After fifteen years, the investors have received all tax benefits for which they bargained, and they exit the partnership either by transferring their partnership interests to affiliates of the sponsor or by consenting to a transfer of the project to the project sponsor, here, Iris. This exit is an expected component of the Program.

These so-called "year 15 transfers" are common in the affordable housing industry and are expected both by private investors and project sponsors. Our firm has handled and is handling a large number of year 15 transfers, including the current transfer Iris is proposing.

I am available to answer any questions about the proposed transfer.

Sincerely,

Maurice A. Selinger, III

Cc: David Barnwell

C:\OneDrive\Documents\CT\Iris Network (42511)\Letter to Mary Davis.docx

CITY OF PORTLAND
Housing and Economic Development Department
Housing and Community Development Division

TO: Councilor Thibodeau, Chair
Members of the Housing and Economic Development Committee

FROM: Mary Davis, Division Director
Housing and Community Development Division

DATE: February 10, 2021

SUBJECT: Iris Network/Iris Park Apartments Request to Modify Loan Terms

I. Summary

The Iris Network is requesting that the City waive a clause in the loan documents which requires that if the property should become exempt, an amount equal to the assessed tax would still be payable.

II. Background

In FY04, the City Council approved $250,000 in financial assistance to the Iris Park Apartments (Order 120-04/05 passed 12/20/04 and Order 197-04/05 passed 4/4/05). The development has 14 one-bedroom units for households at or below 50% of the area median income; 10 one-bedroom units for households at or below 60% AMI; 4 two-bedroom units for households at or below 50% AMI and 2 two-bedroom units for households at or below 60% AMI.

Iris Park Apartments was financed through the Low Income Housing Tax Credit Program and is now approaching the end of the required 15 year tax credit compliance period. As is common with tax credit projects, there will be a transfer of ownership from the tax credit partnership (a taxable entity) to the Iris Network, a non-profit organization. The Iris Network was anticipating that with the transfer of ownership, the project would be able to file to become exempt from property taxes as the ownership entity is a non-profit. However, built into the city's loan documents is the clause that if the property should become exempt, an amount equal to the assessed tax would still be payable.

The Iris Network is requesting that the city consent to the transfer of ownership and waive the requirement that taxes be paid. The City Council must approve the waiver of the requirement that taxes be paid. A review of the project financials confirm that the project has operated at a net loss each year since 2014. The Executive Director of the Iris Network, has indicated that the project is an essential part of their mission to serve the visually impaired and they are committed to ensuring that this valuable resource remains available.

389 Congress Street Room 312 · Portland, Maine 04101
207- 874- 8711 mpd@portlandmaine.gov · www.portlandmaine.gov

The City has a 90 year affordability covenant and MaineHousing has a 30 year affordability covenant on the property. These covenants would continue in place for the remainder of the City's affordability period (75 years) and the remainder of MaineHousing's affordability period (15 years).

Thirty-five of the residents in the building receive assistance and programming from The Iris Network; twenty-seven of those residents are visually impaired. Seventeen of the thirty-five residents receive assisted living facility level assistance. The Iris Network is committed to continuing to provide the level of assistance currently provided while maintaining the facility. However, if they are required to pay real estate taxes, their ability to provide services and maintain the property will be severely impacted and The Iris Network will not be able to assume ownership of the project. As it currently stands, financial records indicate that the project has small margins, which is confirmed by a review of their financial reports and audits. The Iris Network has provided projections which shows a comparison of revenues and expenditures with and without payment of current City of Portland property tax.

Since August 28, 2019, the Iris Network has leased space in the Iris Park Apartments to the City of Portland to house the Parkside Community Policing Office. They do not receive any rent for the use of the space. The Parkside Community Policing Office was formerly located in the property at 510 Cumberland Avenue which is currently being redeveloped into affordable housing by Avesta Housing.

III. Intended Result and/or Council Goal Addressed

To allow the property to be exempt from property taxes which will enable the title to the property to be transferred to a non-profit owner. Approval of this request will help to ensure the long-term stability of the development.

IV. Financial Impact

Currently, as a taxable entity, Iris Park Apartments, LP, the property has a tax assessed value of $1,965,300, with a tax amount of $45,811. The City's Tax Assessor's office is *estimating* the revaluation assessed value of the project will be $3,750,000 with an estimated tax amount of $60,000.

V. Staff Analysis and Background

In order to take advantage of favorable debt restructuring terms offered by MaineHousing, the Iris Network is hoping to close on the year 15 partnership disposition as soon as possible. The long term stability of the property and the City's investment warrants approval of this request. The ability to continue to provide this type of housing, which is specifically designed as assisted living for low income individuals which has been adapted to benefit people who are visually impaired.

VI. Recommendation

Staff is seeking Committee approval of the waiver of the requirement that taxes be paid and is requesting that the Committee vote to recommend that the City Council approve this request.

VII. List Attachments

Projected 2021 Revenues/Expenses upon Acquisition by The Iris Network

IRIS PARK APARTMENTS - 201 Park Avenue
Projected 2021 Revenues/Expenses upon Acquisition by The Iris Network

	With City of Portland Property Tax Assessed			With City of Portland Property Tax Abatement		
	Assisted Living	IPA Housing	Combined	Assisted Living	IPA Housing	Combined
Revenue:						
Assisted living services support & revenue	265,637		265,637	265,637		265,637
Rental & other income		318,820	318,820		318,820	318,820
Total revenue	265,637	318,820	584,457	265,637	318,820	584,457
Expenses:						
Operating expenses	376,380	212,170	588,550	376,380	212,170	588,550
Property tax		46,210	46,210		-	-
Depreciation	4,006	34,375	38,381	4,006	34,375	38,381
Total Expenses	380,386	292,755	673,141	380,386	246,545	626,931
Net Raised/(Used) from Operations	(114,749)	26,065	(88,684)	(114,749)	72,275	(42,474)

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PORTLAND ME
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Recommendation for proposed CITY TIF budget increase, on a phased basis:

FY22: 155K (proposed City TIF increase)
35K - Marketing services & materials
45K - cultural app prototype, augmented reality features, training & outreach
54K - outdoor performance pop-up venues - tech, crew, street block closures (6 performances)
16K - First Friday Art Walk- city staff & tech support - management, safety, COVID watch, projections, stage
5K - Arts & Culture Summit Webinar

FY23: 250K (proposed City TIF increase)
40K - Marketing services & materials
30K - cultural app marketing campaign and launch
56K - outdoor performance pop-up venues
70K - arts, music & innovation festival
8K - mural initiative (mental health/social safety campaign)
14K - First Friday Art Walk - city staff & tech equipment
25K - Hear Here Merrill Auditorium (sound/lights rental and union crews)
7K - Arts & Culture Summit (in-kind venue waiver)

FY24: 372K (proposed TIF including grant & private support)
45K - Marketing services & materials
25K - cultural app content mgr & IT support
56K - outdoor performance pop-up venues
75K - arts, music & innovation festival
14K - First Friday Art Walk - city staff & tech equipment
50K - Exterior Jetport Wall Mural*
100K - Hear Here Merrill Auditorium (permanent sound/lights)*
7K - Arts & Culture Summit (in-kind venue waiver)

FY25: 496K (proposed Arts Budget including private funding)
150K - Marketing services & materials
75K - arts, music & innovation festival
14K - First Friday Art Walk - city staff & tech equipment
250K - Hear Here Merrill Auditorium (complete tech renovation)*
7K - Arts & Culture Summit (in-kind venue waiver)

84 Free Street | Portland, ME 04101 | 207-370-4784

March 12, 2021
To: The HEDC Committee
Re: Clarification on Creative Portland TIF Increase Request - Original Attached

Thank you once again for hearing our request on March 2nd regarding the TIF allocation to Creative Portland (CP). This memo will clarify questions raised at the preliminary review.

Attached is a slightly modified version of our Phased Request for TIF Allocation. Marketing services (line #1) have replaced the previous term, “personnel,” which will cover part-time contractor requirements and marketing materials to fulfill the proposed programs. The funds for personnel, to be referred to as full-time staff in the Housing and Economic Development Department (HEDD), are not presented here in the TIF increase proposed budget.

The previously allocated TIF funds, capped at 100K for the last eleven years, have been primarily allocated to cover the cost of the CP Executive Director and Program Assistant. In January 2020, those two staff became city employees in the HEDD with the city covering position fringe benefit costs of approximately $40,000 above the $100,000 cap. Although staff implements the annual Board-recommended Work Plan, approved by the City, they also participate in HEDD meetings and other City programs.

Our nonprofit organization leverages the City’s investment and raises private and grant funds to support our programs, including the creative bus shelter initiative, arts banners for public health, and fiscal sponsorships. Creative Portland’s role has been established as the arts community convener, for programs like the Artist Relief Fund ($90K raised in 9 months), the Annual Arts & Culture Summit and Monday Morning Drop By, Cultural App Development, and a monthly open house coffee hour. Likewise, we are hosting an Arts Community Check-In on March 22nd for over 100 stakeholders.

Greg Mitchell will provide a memo under separate cover outlining the TIF funding “cap” of 100K that has not moved in the last eleven years. Rather than propose a new cap, we propose a “floor” versus ceiling approach, with our first-year TIF **increase** request, as a floor of $155,000 to support CP programs and services with the City covering one hundred percent of the cost of two full-time staff positions. As we create sustainable programs, the investment will grow in increments each year, with an impactful return investment. The funds we are requesting in our phased approach have been thoughtfully crafted to revive and sustain the City’s investment in the arts, as a workforce initiative.

We have highlighted the green projects that will attract sponsorship and private investments. Note: we have removed the 750K ask for the permanent performance shell build in FY25.

We hope this memo and phased budget will solidify your confidence in supporting our request.
Thank you again for your consideration.

Sincerely,

Kate Anker
Board President

CREATIVEPORTLANDME

84 Free Street | Portland, ME 04101 | 207-370-4784

To: HEDC Committee
From: Kate Anker, President, Creative Portland
February 26, 2021
Subject: Creative Portland Request for TIF District Funds Increase

On behalf of the Creative Portland Board of Directors, we present to you for consideration an impactful policy change and phased approach to increase TIF District fund allocation to support the arts beginning in Fiscal Year 2022.

Attached are three documents to support our ask:

1) Creative Portland Overview presentation
2) City Comparison Research Survey
3) Recommendation for TIF increase, on a phased basis.

The Creative Portland Overview Presentation clearly documents the value of the City's TIF investment, which is capped at 100K fund allocation to support two full-time employees in HEDD. The growing capacity of the nonprofit organization attracts a robust board of directors and five separate community committees who oversee grant-generated programs that are also supported by the private sector. Creative Portland has become a respected arts community convener, maintaining a database of artists and curatorial teams to produce performing arts showcases, curate public art installations, and manage juried arts exhibitions. Creative Portland successfully established the Portland Artist Relief Fund in April 2020, dispersing grants to artists, one month after COVID-19 shutdowns. CP's appropriate integration and public engagement keeps artists relevant and working during the pandemic and is at the forefront of our mission to nurture and sustain the local arts ecosystem.

The city comparison research survey was conducted this past February by staff and CP Board volunteers. Economic impact numbers are supported in the most recent AEP5 economic impact study by Americans for the Arts (AFTA). Our research, outreach, and engagement informs the headlines: a) Portland is one of the only cities without a separate Arts Department, b) is the only city without a community-based arts center, and c) receives 75% less in municipal arts investments than the other cities, who reveal high return for investment in the arts, not only as a major economic driver, but integral to the city's overall health.

Our recommendation, on a phased basis, is accompanied by deep support of the board and staff who have worked tirelessly to implement strategic priorities identified in the Cultural Plan Update of 2018. The budget for FY22 includes increased funding to the existing capped $100K, absorbed by HEDD to cover staff salaries, for the hosting of an annual arts & culture summit, the revival of First Friday Art Walk, outdoor performances & showcases, and the development of a cultural app. FY22-FY25 budget proposal attached. We understand that we're presenting a lot of information and data to absorb all at once. Thank you for your careful consideration.

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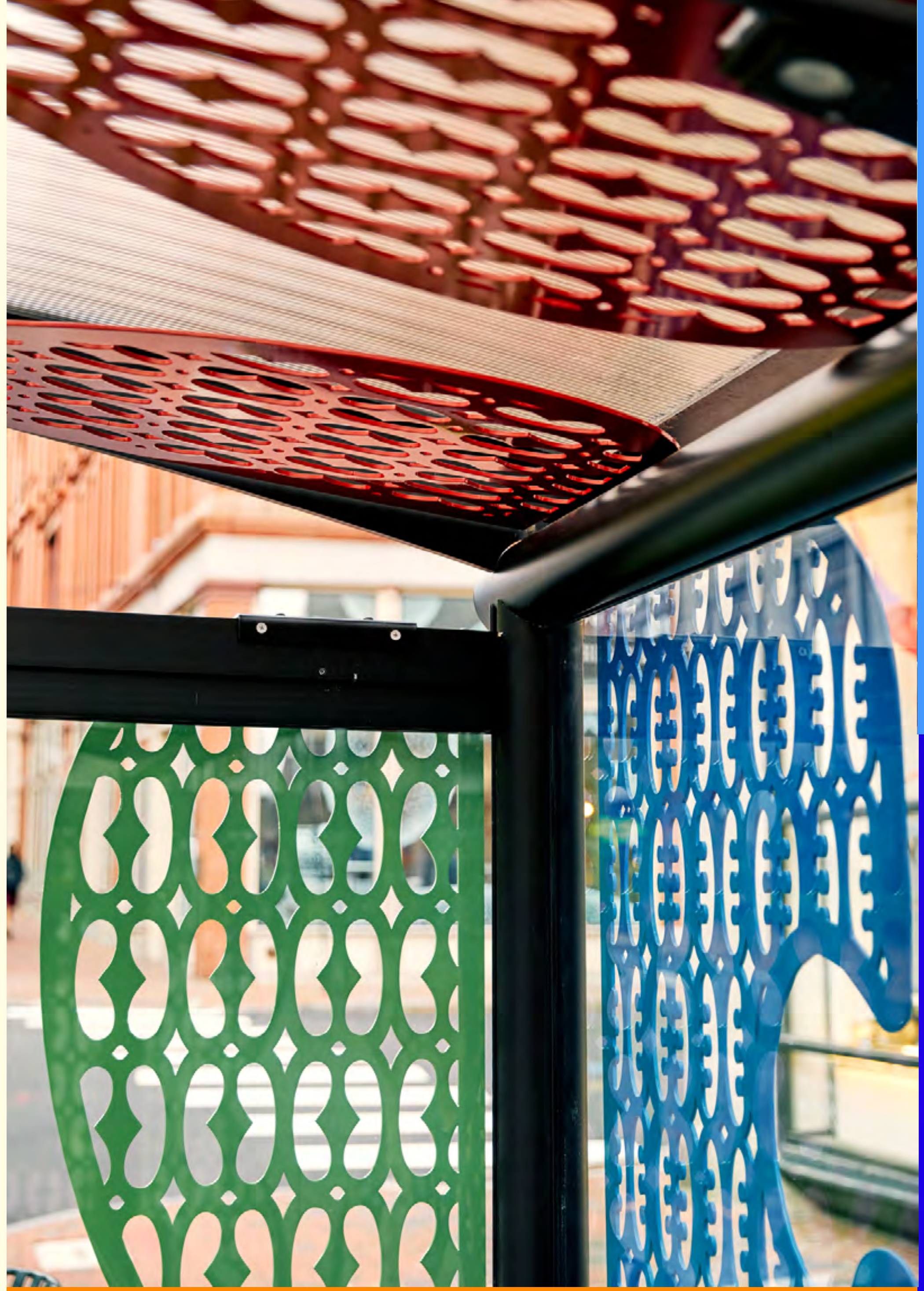

Board of Directors

CREATIVEPORTLAND[ME]

Kate Anker (President), **Running With Scissors**
Kirstie Archambault, **Visit Portland**
Nicole Barna, **Portland Magazine**
Lisa Bloss, **UKG**
David Brenerman (Secretary), **Past President, former Mayor & retired Portland City Councilor**
Tae Chong (ex officio), **City Councilor**
Gib Foltz (Treasurer), **Baker Newman Noyes**
Eliza Ginn, **Center for the Common Good**
Lindsay Hancock, **Artist & Grant Writer**
Leah Igo Brooks, **Roux Institute**
Herb Ivy, **Townsquare Media**
Dinah Minot (Assistant Secretary), **Creative Portland**
Daniel Minter, **Indigo Arts Alliance**
Greg Mitchell (ex officio), **City of Portland Economic Development Director**
Zoe Sahloul, **New England Arab American Organization**
Gerard Salvo, **Human Resources Consultant**

CREATIVE PORTLAND ME

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

Executive Director Dinah Minot & Program Assistant Katie Page, City employees

CREATIVE**PORTLAND**ME

Signature programs on hold during the pandemic

- First Friday Art Walk
- Hear Here
- Monday Morning Drop By
- CP Art Gallery (online only)

First Friday Art Walk

Click here for more information

CREATIVEPORTLAND[ME]

HEAR HERE

CREATIVEPORTLANDME

Click here for more information

Transformit

CREWE
THE CREWE FOUNDATION

RESURGAM
CITY OF PORTLAND, MAINE

David E. Shaw

headlight
audio visual video

Curry Printing
43RD ANNIVERSARY
1976-2019

STATE
PORTLAND, MAINE
THEATRE

KNACK FACTORY

XPRESS COPY

TOP OF THE OLD PORT
PARKING

BAYSIDE BOWL
PORTLAND, MAINE

COFFEE BY DESIGN

AV TECHNIK
WWW.AVTECHNIK.COM

PRESS HOTEL
Beyond Words.

TEMPTING ROOM

PORTLAND PIE Co

NEWS CENTER MAINE

BIG ROOM STUDIOS
CREATIVE / TECHNOLOGY

Akari

INFINITY
FEDERAL CREDIT UNION

PORTLAND OVATIONS

WMPG.ORG

JASON SPOONER DESIGN

GHOST OF PAUL REVERE

townsquare
media group

Sun Tiki Studios

MAINE CRAFT
PORTLAND

THE KOTZSCHMAR ORGAN

HALO
THE POINT

Black Cow

usm

PSO

PORTLAND
Regional Chamber
of Commerce

SPACE

THINK TANK
COWORKING
space to ideate

PMC

MECA
MAINE COLLEGE OF ART

ST LAWRENCE ARTS

ONE LONGFELLOW SQUARE

Immigrant Welcome Center
GREATER PORTLAND

MAINE ACADEMY OF MODERN MUSIC

EST. 1833
PORTLAND
DOWNTOWN

RUNNING WITH SCISSORS
BAYSIDE CLAY CENTER

PORTLAND DANCE MONTH

PMA

TWO FAT CATS
BAKERY

BUY LOCAL
KEEP PORTLAND INDEPENDENT

Black Artists Forum

hopsie

MAINE CHARITABLE MECHANIC ASSOCIATION

PORTLAND BALLET

PORTLANDSTAGE
The Theater of Maine

LIVE + WORK IN MAINE

MAINE IMMIGRANTS' RIGHTS COALITION

VISIT PORTLAND MAINE

CREATIVE PORTLAND ME

SPEEDWELL
projects

EQME
EQUALITYMAINE

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Monday Morning Drop By

Click here to learn more

CP Art Gallery

Online only during the pandemic

Click here to learn more

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Ongoing Programs During the Pandemic

- Portland Artist Relief Fund
- Public Art Initiatives
  - Creative Bus Shelters
  - Art Banners for Public Health
- Cultural Events Calendar
- Cultural App Development
- Fiscal Sponsorships
- Curatorial Teams & Partnerships

A Photographer:

"We live in a place of great compassion, resilience and innovation so I know that we will rise up above this. The support of folks like yourselves allows someone like me to continue to put art out into the world and just even pay for my gas and means to do it! "

A Printmaker:

"Many artists like myself operate with little or no financial back-up for our practice. This Emergency fund is very helpful to enable us to stay afloat and get through to a time when we can get back on our feet. I love living and working in Portland and will continue to be part of our vibrant arts community."

Click here to learn more

Public Art Initiatives

Creative Bus Shelters

Click here for more information

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Public Art Initiatives

Art Banners for Public Health

[Click here for more information]

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Cultural Events Calendar

Click here to view the calendar

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2020 HOLIDAY ARTS & CULTURE CALENDAR

ART EXHIBITIONS

12/1 - 5: Flight, Cove Street Arts
12/1 - 11: Acoustic Resonance, MECA
12/1/ - 12/12: Faculty Photography, Cove Street Arts
12/1 - 19: The Party's Over, Grant Wahlquist Gallery
12/1 - 24: New Holiday Season Exhibitions, Maine Jewish Museum POP-UP
12/1 - 24: Rolling in the Yule Tide, Casco Bay Artisans
12/1 - 12/31: Project 20/20, Portland Art Gallery
12/1 - 12/31: STEAM, Cove Street Arts
12/1 - 1/3: 20/20 Visionary, Bob Crewe Gallery at MECA
12/1 - 1/3: 1968: L'Historique d'une histoire faite de symboles, SPACE
12/3: A Convenient Soldier: The Black Guards of Maine -- A Talk with Asata Radcliffe, Maine Historical Society
12/3 - 1/30: (Annual) Holiday Show, Greenhut Galleries
12/4 - 12/27: Holiday Offerings, Richard Boyd Art Gallery
12/8: "Vida Americana" with Whitney Museum Curator Barbara Haskell, Portland Museum of Art
12/9: A Victorian Christmas: A Talk with Kimberly Smith, Maine Historical Society
12/14 & 15: Virtual Gallery Talk with Victoria Wyeth: Winter Light, Portland Museum of Art

MONTH-LONG EXHIBITS

- 2020 Vision: Past Present and Future, Creative Portland
- I Am an American, Cove Street Arts
- Stories of Maine an Incomplete History, Portland Museum of Art
- Freedom, A Fable, Portland Museum of Art
- Member's Exhibit, UMVA

PERFORMING ARTS

12/1 - 12: Nutcracker: Behind the Mask Short Film, Maine State Ballet
12/1 - 22: Living Voices: "Hear My Voice" Virtual Family Performance, Portland Ovations
12/1 - 31: Magic of Christmas at Home, Portland Symphony Orchestra
12/1 - 31, Out of the Blue Livestreams, Blue
12/3: Palaver Solo Session: Matt, Palaver Strings
12/3: Virtual Concert: Jazz Ensemble, USM School of Music
12/3 - 16: Noonday Concert Series Online with Ben Noyes, Portland Conservatory of Music
12/3 - 24: A Christmas Carol In-Person & Virtual, Portland Stage
12/4: Solo Livestream with Tracey Jasas-Hardel, 240 Strings
12/5: The USM Composers Ensemble Showcase Virtual, USM School of Music
12/6: A Virtual ChoralArt Christmas, ChoralArt
12/6: Dead Gowns Livestream, State Theater
12/6: Virtual Vocal Jazz Ensemble, USM School of Music
12/9: Catherine Begin Virtual Recital, USM School of Music
12/10: Beehive Chamber Series: Coming Together, Palaver Strings
12/11: Spencer Albee Livestream, State Theater
12/12: A Victorian Nutcracker - At Home!, Portland Ballet
12/12: VOCES8 "Winter Tales" Virtual Performance, Portland Ovations
12/12: Martin Sexton, Aura Maine
12/17 - 30: Noonday Concert Series Online with John Bennett
12/21: Palaver Music Center Winter Recital Celebration, Palaver Strings

ART AUCTIONS & CRAFT SALES

12/1 - 8: Photo A Go-Go To Go, Bakery Photo Collective
12/1 -11: Holiday Sale, Maine College of Art
12/1 - 18: SPEEDWELL Auction 2020, SPEEDWELL Projects
12/1 - 24: Vena's Holiday Parlor, Vena's Fizz House
12/6 & 22: Makers Market at the Point, Thompson's Point

MONTH-LONG CRAFT SALES

- Gift Guide 2020, Portland Buy Local
- Holiday Gift Guide, Maine Craft Portland
- Merch Booth, Maine Music Alliance
- MHS Holiday Gift Guide, Maine Historical Society
- MSA Store, Mayo Street Arts
- PMA Store, Portland Museum of Art

CLASSES, FILMS, & TOURS

12/1: Fierce and Fabulous Short Story Writers, MWPA & Print: A Bookstore.
12/1 - 31: Virtual Video Store, SPACE x Aphodian Theater
12/5 - 17: Intro To Welding with Genna Worthley, Factory 3
12/5, 12, 19: Old Port Holiday Historic Walking Tour, Portland Downtown
12/5 - 17: Intro To Woodshop with Holden Roberts, Factory 3
12/5, 12, & 19: Old Port Holiday Historic Walking Tours, Portland Downtown
12/7: Maine Bicentennial Community Cookbook, Maine Historical Society
12/9: Wrap Party, Maine Jewish Film Festival
12/18: Maine Skeins Crafters, Mechanics Hall
- PMA Films, Portland Museum of Art

Did we miss something? Let us know! Share your event with us on Facebook - facebook.com/CreativePortland

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Cultural App Development

Click here to learn more

CREATIVEPORTLANDME

Fiscal Sponsorships & Volunteers

Curatorial Teams & Partnerships

[Click here for more information]

Black Owned Maine

An online directory for independent, Black-owned businesses in Maine, including visual artists, performing artists, makers and artisans.

Maine Music Alliance

Aims to increase awareness and support the sustainability of the extraordinary live music venues of Portland Maine while highlighting the tremendous impact they have on our local economy

SPEEDWELL Projects

An artist-run studio and gallery dedicated to launching thought provoking exhibitions in all media, including site-specific installations, public art, spoken word, and performance.

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ARTS & MUSIC FESTIVALS

- Art Outta the Park
- Burundian Drum & Dance Festival

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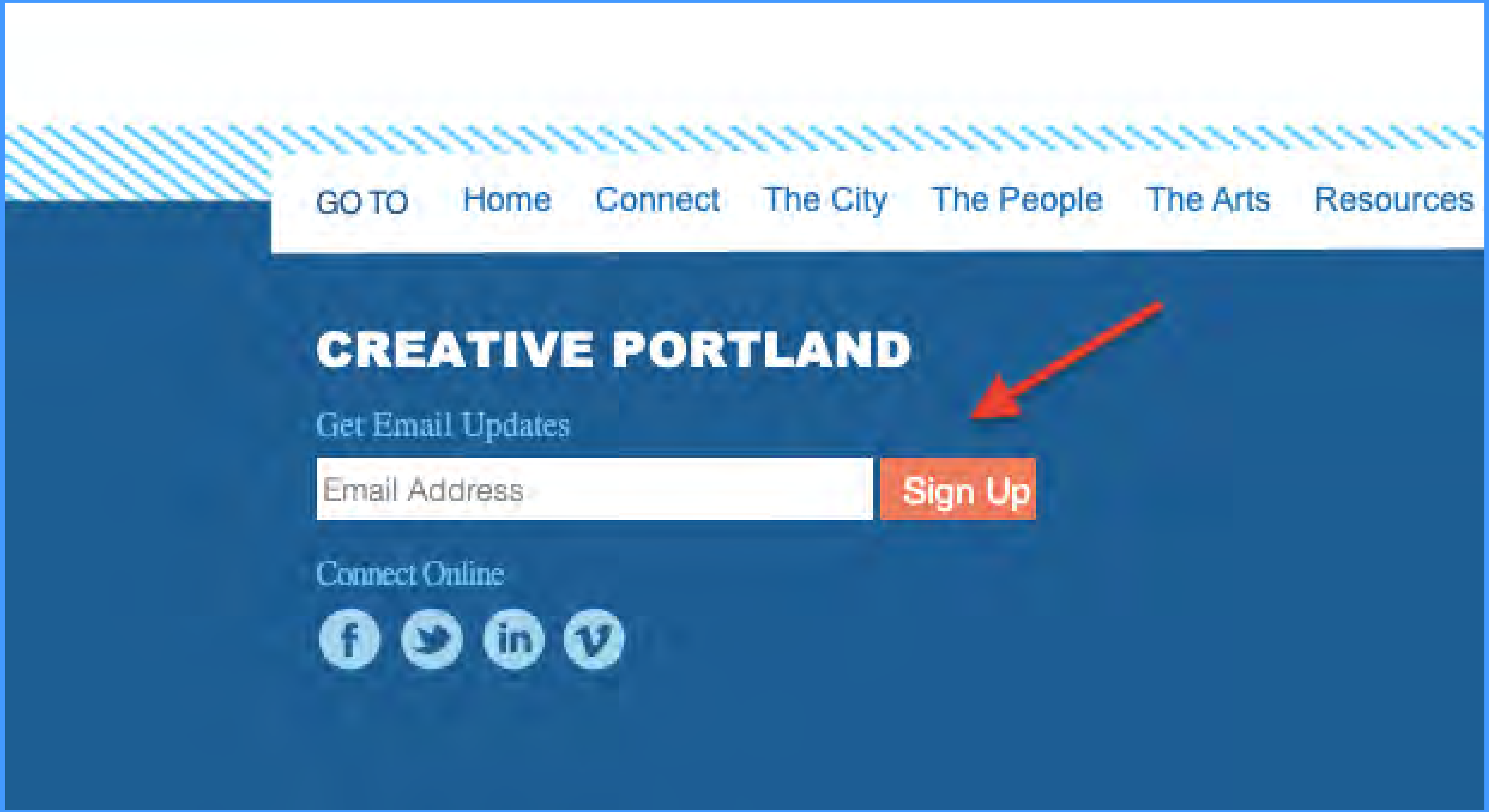
THE WORKSHOP
(proposed initiative)

An online calendar of professional development workshops in the Greater Portland area, curated by Creative Portland.

CREATIVEPORTLAND ME

Monthly Arts Update



Sign up on for our newsletter on our homepage!

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Questions?
Ideas?

Get in touch with us at
info@creativeportland.com

CREATIVEPORTLAND ME

FEBRUARY 2021

CREATIVE PORTLAND RESEARCH PROJECT

ECONOMIC IMPACT OF COMPARABLE ARTS AGENCIES/ COUNCILS

(PRE-COVID 2019 DATA)

CREATIVE PORTLAND ME

DATA PREPARED BY CREATIVE PORTLAND

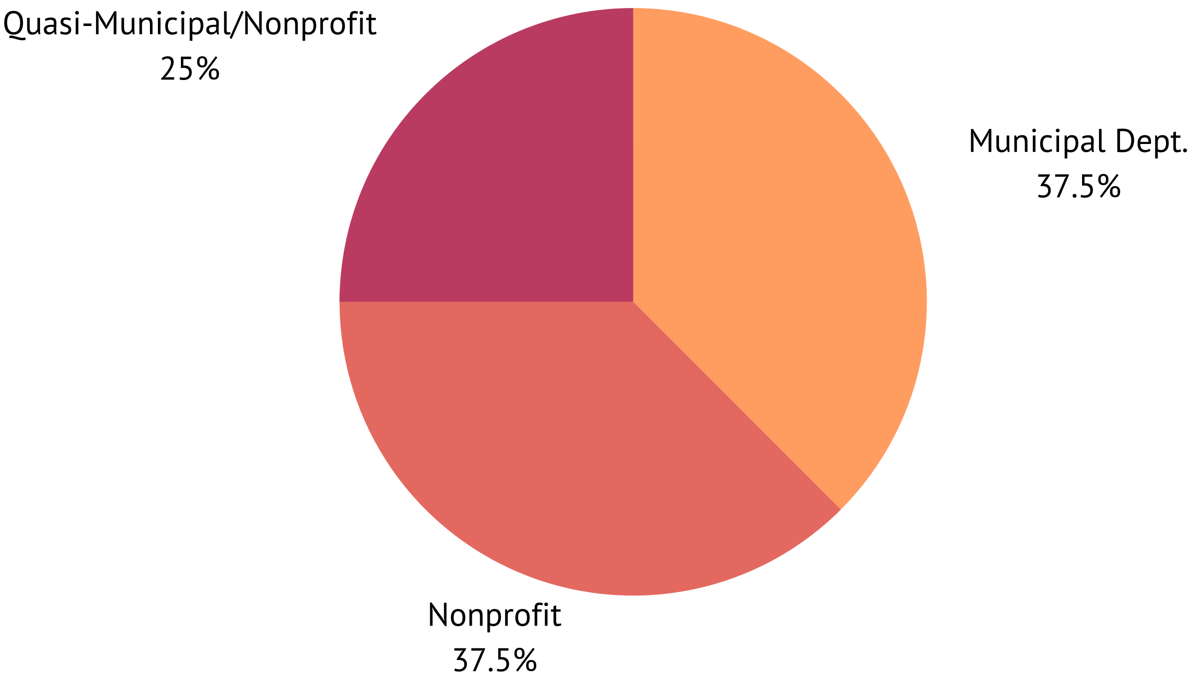
02

ORGANIZATION	LOCATION	POP.
PUBLIC ARTS COMMISSION	ASHLAND, OR	21,281
BURLINGTON CITY ARTS	BURLINGTON, VT	42,550
COMMUNITY ARTS & CULTURE	CHAPEL HILL, NC	60,000
GREATER HARTFORD ARTS COUNCIL	HARTFORD, CT	125,000
NOHO ARTS	NORTHAMPTON, MA	28,516
KIMBALL ARTS CENTER	PARK CITY, UT	8,526
CREATIVE PORTLAND	PORTLAND, ME	66,000
OFFICE OF ART, CULTURE, & TOURISM	PROVIDENCE, RI	180,000
PAAM (ART ASSOCIATION & MUSEUM)	PROVINCETOWN, MA	2,994-60,000
MONMOUTH ARTS	RED BANK, NJ	12,072
CULTURAL ARTS DIVISION	REDONDO BEACH, CA	67,423
ARTS COUNCIL SANTA CRUZ COUNTY	SANTA CRUZ, CA	64,000
SANTA FE ARTS & CULTURE DEPT.	SANTA FE, NM	83,922
SAVANNAH CULTURAL ARTS COMMISSION	SAVANNAH GA	140,000
WAAM (ART ASSOCIATION & MUSEUM)	WOODSTOCK, NY	5,800
WORCESTER CULTURAL COALITION	WORCESTER, MA	190,000

03

ORGANIZATION TYPES

Organizations defined themselves as nonprofit, quasi-municipal/nonprofit, or as a municipal department.

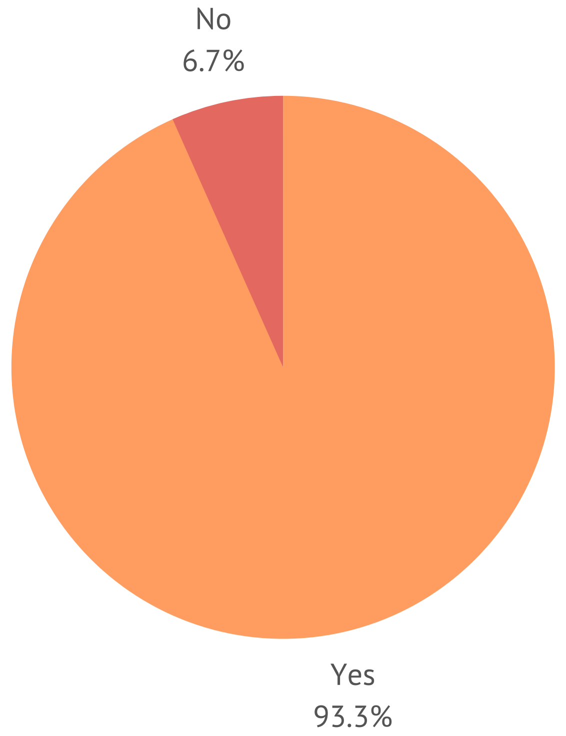


Ashland, OR	Municipal Department
Burlington, VT	Quasi-Municipal/Nonprofit
Chapel Hill, NC	Municipal Department
Hartford, CT	Nonprofit
Northampton, MA	Quasi-Municipal/Nonprofit
Park City, UT	Nonprofit
Portland, ME	Quasi-Municipal/Nonprofit
Providence, RI	Municipal Department
Provincetown, MA	Nonprofit
Red Bank, NJ	Nonprofit
Redondo Beach, CA	Municipal Department
Santa Cruz, CA	Nonprofit
Santa Fe, NM	Municipal Department
Savannah GA	Municipal Department
Woodstock, NY	Nonprofit
Worcester, MA	Quasi-Municipal/Nonprofit

04

ARTS CENTERS

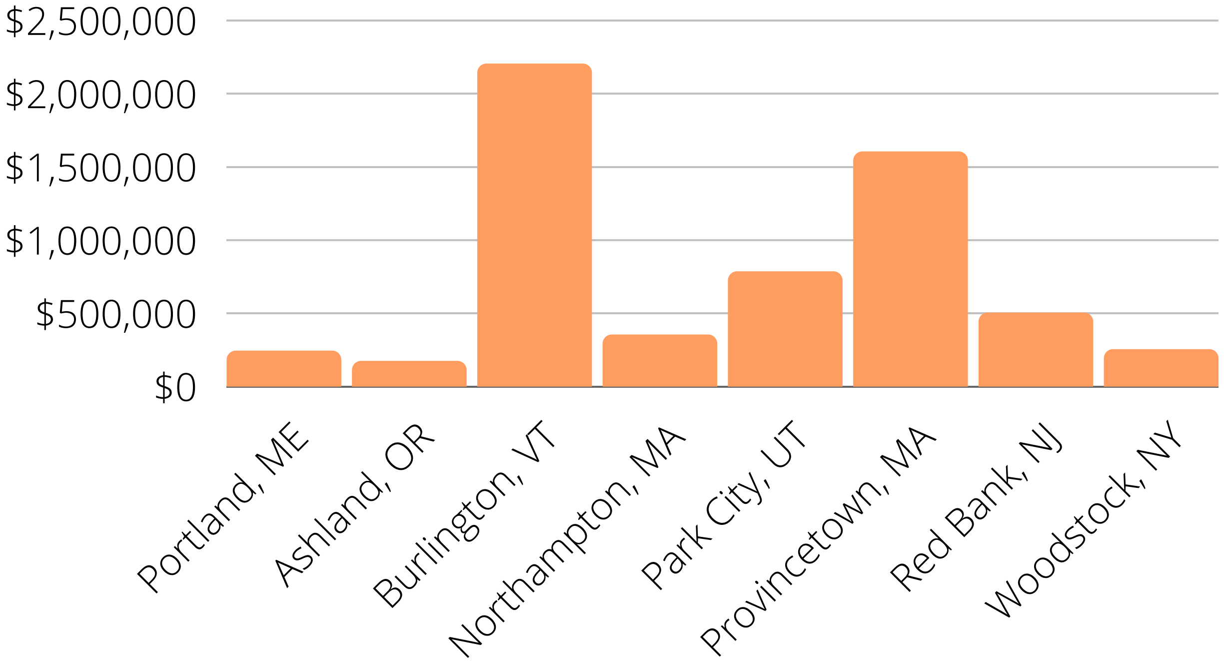
We asked organizations whether they have a community-based arts center. These spaces often include studios, performance space, exhibition halls, offices, and gift shops.



Ashland, OR	Yes
Burlington, VT	Yes
Chapel Hill, NC	Yes
Hartford, CT	Yes
Northampton, MA	Yes
Park City, UT	Yes
Portland, ME	No
Providence, RI	Yes
Provincetown, MA	Yes
Red Bank, NJ	Yes
Redondo Beach, CA	Yes
Santa Cruz, CA	Yes
Santa Fe, NM	Yes
Savannah GA	Yes
Woodstock, NY	Yes
Worcester, MA	Yes

05

ANNUAL BUDGET PRE-COVID: UNDER 50K POPULATION



LOCATION	BUDGET	POPULATION
Portland, ME	$240,000	66,000
Ashland, OR	$170,000	21,281
Burlington, VT	$2,200,000	42,550
Northampton, MA	$350,000	28,516
Park City, UT	$781,500	8,526
Provincetown, MA	$1,500,000	2,994-60,000
Red Bank, NJ	$500,000	12,072
Woodstock, NY	$250,000	5,800

06

ANNUAL BUDGET OVER 50K POPULATION

LOCATION	BUDGET	POPULATION
Portland, ME	$240,000	66,000
Chapel Hill, NC	$470,000	60,000
Hartford, CT	$2,500,000	125,000
Providence, RI	$1,500,000	180,000
Redondo Beach, CA	$1,577,000	67,423
Santa Cruz, CA	$2,500,000	64,000
Santa Fe, NM	$1,960,000	83,922
Savannah GA	$1,400,000	140,000
Worcester, MA	$800,000	190,000

07

FUNDING SOURCES & BREAKDOWN:

Ashland, OR **Public Arts Commission**	$170,000: Grant received from City Transient Occupant Tax (TOT/Tourism)
BURLINGTON, VT **Burlington City Arts**	$1,000,000 in municipal investments - $1,000,000 from private sources
CHAPEL HILL **Community Arts & Culture**	1% of municipal CIP funds through 1% percent for art ordinance, and grants.
HARTFORD, CT **Greater Hartford Arts Center**	$2,500,000: Incomplete data breakdown.
NORTHAMPTON, MA **NOHO Arts**	$100,000 City of Northampton/CIP. $250,000 from Mass Cultural Council, grants and sponsorships.
PARK CITY, UTAH **Kimball Arts Center**	$781,000: $185,000 in government grants, $619,000 in gifts and other contributions, $201,000 in-kind donations, $45,000 in nonprofit membership. ($6 million endowment).
PORTLAND, ME **Creative Portland**	$100,00 TIF, $55,000 to Portland Public Art Committee from CIP. and grants. Programs are funded by nonprofit.
PROVIDENCE, RI **Office of Art, Culture, & Tourism**	$1.4 Million: Funding comes from the City of Providence, which is .007% of the total city budget, including $118,000 from hotel tax.

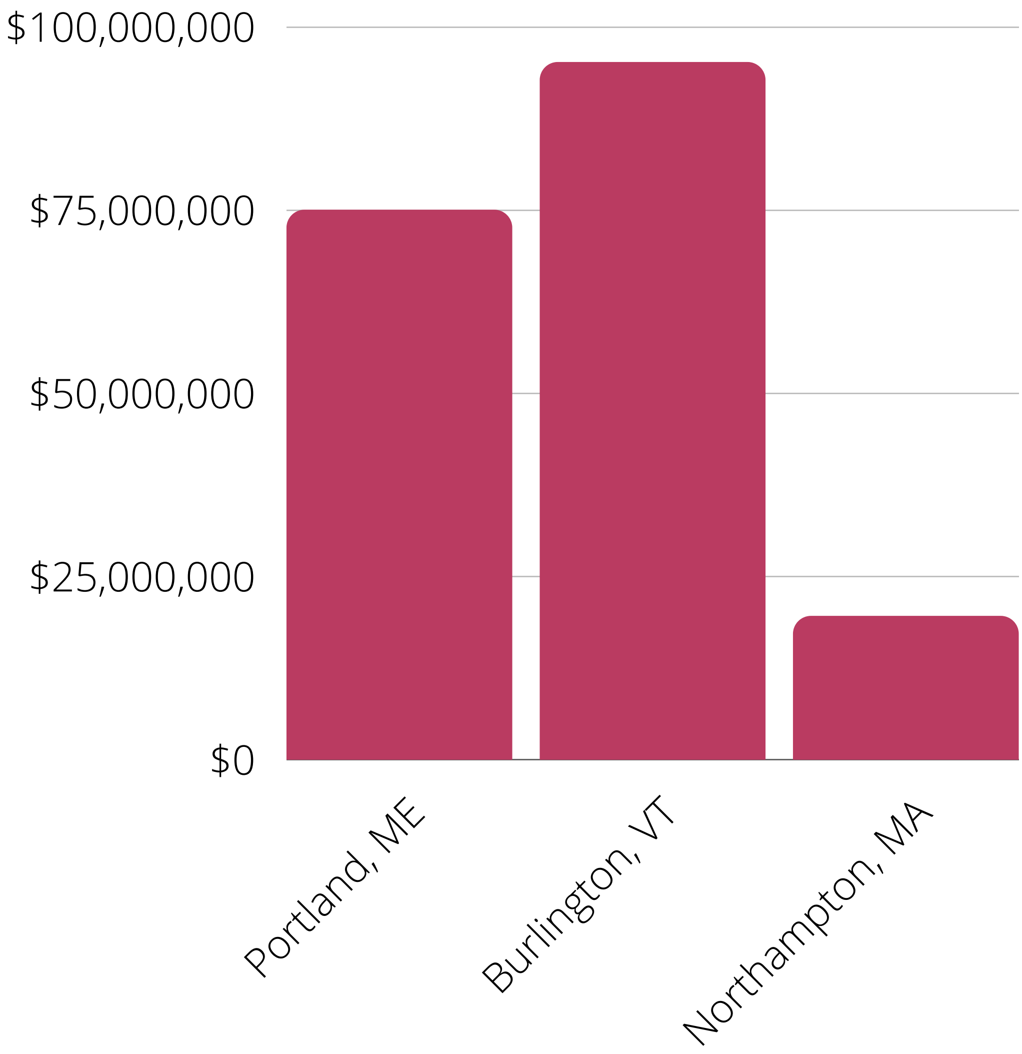
08

FUNDING SOURCES & BREAKDOWN CONTINUED:

PROVINCETOWN, MA **Provincetown Art Association & Museum**	$1.5 million budget: 50% of funding is from grants, including government grants, 25% is earned, 25% is fundraised.
RED BANK, NJ **Monmouth Arts**	$500,000: 40% is government funding, 30% is from corporate foundations & grants. 30% from nonprofit fundraising.
REDONDO BEACH, CA **Cultural Arts Division**	$1.57 Million: Funding is from the general municipal budget. A percent for art from development funds the Public Art Commission.
SANTA CRUZ, CA **Arts Council Santa Cruz County**	$2.5 Million: 40% from foundations, 30% from the government, 10% from individual giving, 20% is earned revenue.
SAVANNAH, GA **Savannah Cultural Arts Commission**	$1.4 million: funded by the City and revenue from the Cultural Arts Center.
SANTA FE, NM **Santa Fe Arts & Cultural Department**	$1.96 Million: 1% of Santa Fe Hotel taxes go to the Arts, along with 2% of CIP/Revenue Bond Proceeds.
WOODSTOCK, NY **Woodstock Arts Association & Museum**	Funding is from the NY Council on the Arts, Arts Mid-Hudson, foundations, sponsors & membership dues.
WORCESTER, MA **Cultural Coalition**	$450,000 (City) + $350,000 (Cultural Coalition).

09

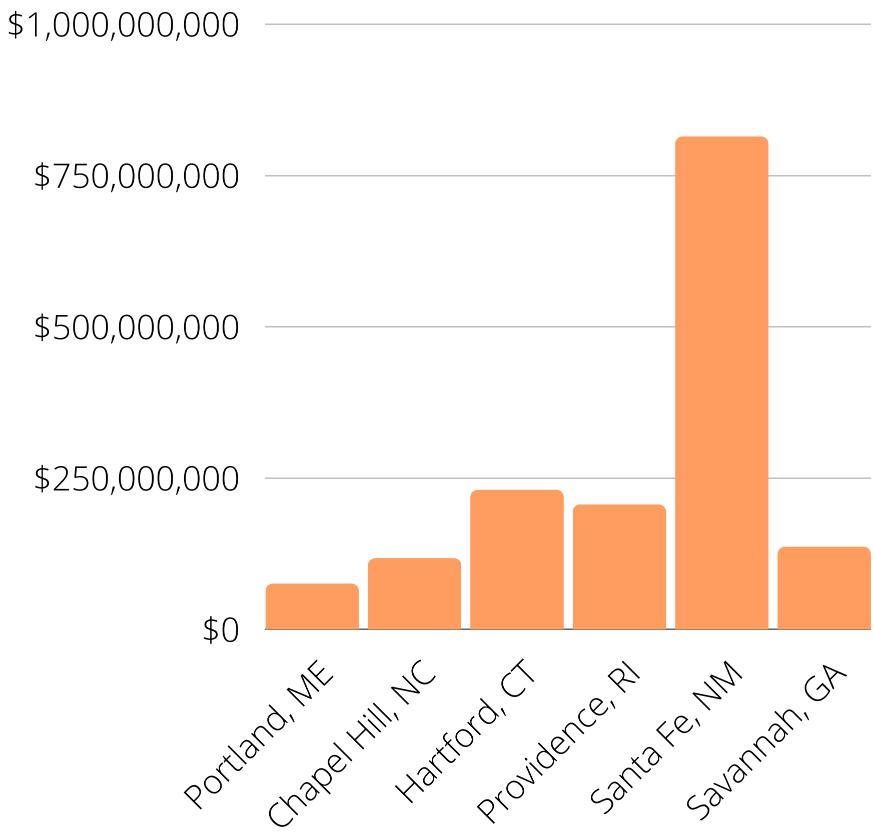
ECONOMIC IMPACT OF ART ORGANIZATION NONPROFITS. UNDER 50K POPULATION



LOCATION	ECON. IMPACT	POPULATION
Portland, ME	$75,000,000	66,000
Ashland, OR	No data	21,281
Burlington, VT	$95,159,453	42,550
Northampton, MA	$19,560,000	28,516
Park City, UT	No data	8,526
Provincetown, MA	No data	2,994-60,000
Red Bank, NJ	No Data	12,072
Woodstock, NY	No data	5,800

10

ECONOMIC IMPACT OF ART ORGANIZATION NONPROFITS. OVER 50K POPULATION



LOCATION	ECON. IMPACT	POPULATION
Portland, ME	$75,000,000	66,000
Chapel Hill, NC	$117,021,210	60,000
Hartford, CT	$230,000,000	125,000
Providence, RI	$205,780,766	180,000
Redondo Beach, CA	No Data	67,423
Santa Cruz, CA	No Data	64,000
Santa Fe, NM	$814,000,000	83,922
Savannah, GA	$135,900,000	140,000
Worcester, MA	$125,690,494	190,000

Majority of data collected from the 2015 American's for the Arts AEP5 study

11 SUMMARY:

SIZE OF CITIES:
17 cities were surveyed ranging in population size: 5,800 (Woodstock, NY) to 190,000 (Worcester, MA). Smaller cities were surveyed because they demonstrate outstanding economic impact and arts investment, and are considered by Americans for the Arts (AFTA) to be the best small art towns in America. One-third of the cities surveyed have similar size populations to Portland (66,000). Of these similar-sized cities, all have municipal departments.

MUNICIPAL ARTS DEPT & BUDGETS:
All of the cities with populations over 50,000 have municipal art departments, with the exception of Portland, Maine (quasi-municipal). All of the city arts departments/arts councils/agencies operate within a budget of between $470K - $2.5 million (Chapel Hill, NC and Santa Cruz, CA), with the exception of Portland, ME ($240K, including CP & PPAC).

CITY SPOTLIGHTS:
In Worcester, the arts budget from the city and cultural coalition is $800,000, which includes the management and operations of the CC but not the capital budget for the arts center, funded by membership, grants, and revenue from the center. Burlington, VT, has the largest municipal investment of $1 million, inspired by Bernie Sanders in his initial acquisition of an arts center (former firehouse). The nonprofit arm leverages that investment for a total of $2.2 million overall budget.

FUNDING SOURCES:
City budget, percentage of CIP, TIF allocation, Hotel Tax, State Arts Council, Office on Aging, and 1% for Arts (from Revenue Bond Proceeds and/or Developers).

ARTS CENTERS:
Every city, except for Portland, has a robust community arts center/performing arts space, often generated by artists. Although Portland operates and leases Merrill Auditorium to PSO, FOKO, and Portland Ovations, infrastructure improvements are necessary to broaden its reach as an arts center and to attract local performance groups. SPACE offers an incubator, exhibition, and performance space for artists on a small scale, limiting an audience to less than 200.

Creative Portland
Recommendation for proposed CITY TIF budget increase, on a phased basis:

FY22: 155K (proposed City TIF increase)

35K - personnel
45K - cultural app prototype, augmented reality features, training & outreach
54K - outdoor performance pop-up venues - tech, crew, street block closures (6 performances)
16K - First Friday Art Walk- city staff & tech support - management, safety, COVID watch, projections, stage
5K - Arts & Culture Summit Webinar

FY23 : 250K (proposed City TIF increase)

40K - personnel
30K - cultural app marketing campaign and launch
56K - outdoor performance pop-up venues
70K - arts, music & innovation festival
15K - mural initiative (mental health/social safety campaign)
14K - First Friday Art Walk - city staff & tech equipment
25K - Hear Here Merrill Auditorium (sound/lights rental and union crews)
7K - Arts & Culture Summit (in-kind venue waiver)

FY24: 412K (proposed TIF including grant & private support)

45K - personnel
25K - cultural app content mgr & IT support
56K - outdoor performance pop-up venues
75K - arts, music & innovation festival
14K - First Friday Art Walk - city staff & tech equipment
50K - Exterior Jetport Wall Mural*
100K - Hear Here Merrill Auditorium (permanent sound/lights)*
7K - Arts & Culture Summit (in-kind venue waiver)

FY25: 1.246 million (proposed Arts Budget including private funding)

150K - personnel
75K - arts, music & innovation festival
14K - First Friday Art Walk - city staff & tech equipment
750 - 900K (needs sponsor support) permanent performance shell (one-time)*
100K - Hear Here Merrill Auditorium (complete tech renovation)*
7K - Arts & Culture Summit (in-kind venue)

CREATIVEPORTLAND ME

84 Free Street | Portland, ME 04101 | 207-370-4784

CITY OF PORTLAND
Housing and Economic Development Department
Gregory A. Mitchell, Director

MEMORANDUM

To: Housing and Economic Development Committee
From: Greg Mitchell, Housing and Economic Development Director
Date: March 11, 2021
Subject: Creative Portland Tax Increment Financing Cap

This Memorandum will respond to the Housing and Economic Development Committee's request for clarification related to the investment of Tax Increment Financing (TIF) revenue into Creative Portland.

Portland Tax Increment Financing Districts

The City Council approved the establishment of three large geographic TIF districts for the City to retain growth in property tax revenue to invest in City Economic Development staff, public infrastructure projects, enhanced transit services, and Creative Portland (CP) to support private sector investment and associated job creation. As a reminder, the three large area wide TIF districts include the ***Waterfront***, ***Downtown/Transit,*** and ***Bayside***. The three large area-wide TIF districts cover the majority of the Peninsula except the east and west end residential areas.

CP is funded from the Downtown/Transit TIF District with an annual cap of $100,000. See attached excerpt of the Downtown/ Transit TIF District Table 1 which lists the allowable uses of TIF District Revenue. The CP cap of "up to $100,000 annually" is highlighted in yellow. To date, TIF revenue has been used to cover the costs of staff. The total costs for the two full-time positions, located in the Housing and Economic Development Department (HEDD), dedicated to supporting CP for Fiscal Year 2022 is $140,000, which includes salary and fringe benefits. Also, I would note that the entire staff costs for the Housing and Economic Development Department are covered either from TIF funds, federal grants, or from revenue generated from the Department's commercial loan programs.

In closing, changes to the CP cap would require an amendment to the Downtown/Transit TIF District by approvals from the Housing and Economic Development Committee, along with the City Council and MDECD.

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Project	Downtown Revitalization Plan Reference by page no.	Statutory Citation	Estimated Cost
In District: Capital Infrastructure Design and Investments, including Financing Costs, for example:			$150 Million over the life of the District for these Capital Infrastructure Items.
- Multi-modal surface and structured parking	19, 47	(1)(A)(1)(2)(3)(6)(7)	
- Sidewalk and Other Pedestrian Enhancements	19, 20, 34,35, 48	(1)(A)(1)(2)(3)(6)(7)	
- Roadway Realignments/Paving	19,20,34,35	(1)(A)(1)(2)(3)(6)(7)	
- Crosswalks	19, 46	(1)(A)(1)(a)(i)	
- Traffic Signals	34, 46	(1)(A)(1)(2)(3)	
- Intersection Redesigns	19,20,34,35	(1)(A)(1)(2)(3)(6)(7)	
- Bicycle lanes, racks, and stations Infrastructure	19, 34,47	(1)(A)(1)(a)(i)	
- Stormwater Management, including water and sewer upgrades	19, 33	(1)(A)(1)(2)(3)(6)(7)	
- Telecommunications, lighting, and electrical distribution upgrades; Infrastructure improvements/enhancements	19, 36	(1)(A)(1)(2)(3)(7)	
- Wayfinding (signage)		(1)(A)(1)	
- Public plaza intersection improvements	19,23, 35,47 22, 46	(1)(A)(1)(2)(3)(6)(7)	
In and out of District: New and Enhanced Transit Services, including operational costs, for example (see Exhibit K – Transit Map):			
- Creation of high frequency bus service on Congress Street at 15-minute intervals between the Portland Transportation Center (PTC) and Washington Avenue;	17, 20, 21, 20	(1)(A) and (1)(C)(7)	$15 Million for Transit in this category.
- Enhancing Stevens Avenue-Allen Avenue- Congress Street bus service areas;	20	(1)(A)(1)(a) and (1)(C)(7)	
- Corresponding costs for these enhancements, including transit operator salaries; transit		(1)(A)(1)(a) and (1)(C)(7)	

vehicle fuel, and transit vehicle parts replacements. - Transit capital costs including transit vehicles and related equipment; bus shelters and other related structures; benches; signs, and other transit-related infrastructure. - Shuttle service to downtown businesses.	20 17, 20	(1)(A)(1)(a) and (1)(C)(7) (1)(A)(1)(a) and (1)(C)(7)	
In and out of District: City Marketing and Promotion through Creative Portland Corporation (CPC), for example (see Exhibit M Arts District Map within Downtown TOD TIF District): - In District: Center for the Arts, including rental residential space; - In District: capital, financing, real property assembly and professional service costs; - **In and out of District:** CPC staffing, administrative and marketing expenses; revolving loan or investment fund.	20, 21,47 20, 21,47 20, 21, 47	(1)(C)(1)(2) (1)(C)(1)(2) (1)(C)(1)(2)	Up to $100K annually; $3 Million over life of District
In and out of District: **-** Economic Dev. Dept. administrative costs and staff salaries at 100%, and prorated salaries of City Manager, Finance Director, and Planning Urban Development Director, and Planning staff*; - Professional services costs; - Workforce training funds. Costs of services and equipment to provide skills development and training, including scholarships to in-state	21, Also TIF App. P. 3 See TIF App. P.3 See TIF App. P. 3	(1)(A)(5) and (1)(C)(1) (1)(A)(4);(1)(C)(1) (1)(C)(4)	$15 Million over life of the District.

educational institutions or to online learning entities when in-state options are not available, for jobs created or retained.			
In District: Small Public Capital Infrastructure and Equipment, for example (Downtown Plan pp. 6 and 7) - Parking meters - Vehicles for Public Works Dept., and Fire Dept., including ambulances	19 21, 36 to 44	(1)(A)(1)(a) (1)(A)(1)(a)	$10 Million over life of the District
In District: Relocation of Displaced Persons (TIF Application, p. 6)	(see TIF application, p. 6)	1(A)(6)	Not budgeted/not anticipated at time of TIF application
In District: CEAs as Approved by City Council (TIF application p. 2) with a maximum average percentage of 65% capture and up to a 20-year term pursuant to City TIF Policy (Exhibit B hereto).	(see TIF application p. 2)	(1)(A)(1)(2)(3)(6)(7)	Unknown at time of TIF application
Total Estimate of TIF Revenue Expenditure over 30 year term:			**$193,000,000**

*This item is not unique to this TIF District, it is also included in the Bayside TIF District and Waterfront TIF District.

C. Strategic Growth and Development

This Amended Development Program and the Downtown Plan meld various studies and plans for the District into one document, thereby promoting those studies and plans and making investments at the appropriate time. The studies and plans noted in the Downtown Plan represent a series of community initiatives, both completed and underway, or in planning process. The Amended Development Program and Project List (Table 1) noted hereinabove represents the best thinking of City staff about current opportunities for realizing the City's longstanding, evolving vision for its Downtown.

D. Improvements to the Public Infrastructure

As further set forth in Table 1 hereinabove, the City may use certain TIF Revenues for sidewalk and other pedestrian improvements including crosswalks, roadway realignments/paving, intersection redesigns, traffic signals, bicycle infrastructure, stormwater management improvements (including water and sewer maintenance), communications infrastructure improvements/enhancements, wayfinding, multi-modal surface and structured

CITY OF PORTLAND
Executive Department
Jon P. Jennings, City Manager

MEMORANDUM

To: **Housing and Economic Development Committee**

From: **Jon P. Jennings, City Manager**

Date: **March 12, 2021**

Subject: **Portland Harbor Common Plan**

The ***Platform for a new Portland Harbor Common*** (Plan) was prepared by Dick Barringer, Michael Boucher, Patrick Costin, Amy Magida and Barry Sheff who volunteered their time and expertise to work with City staff over a few meetings to create a vision for Portland's waterfront. Dick approached me about their interest to undertake this project as volunteers. I would like to thank Dick and his entire team for sharing their time and expertise.

This Plan is being publicly presented to the Housing and Economic Development Committee for discussion and direction. It is recognized that public discussion regarding this Plan is needed to receive community input from residents and the waterfront community. Also, at this time, there are no funds allocated to support moving ahead with Plan implementation. After more public discussion and City Council direction, discussions related to funding the Plan's implementation will be needed, including the possibility of securing federal/state grants and private fund-raising.

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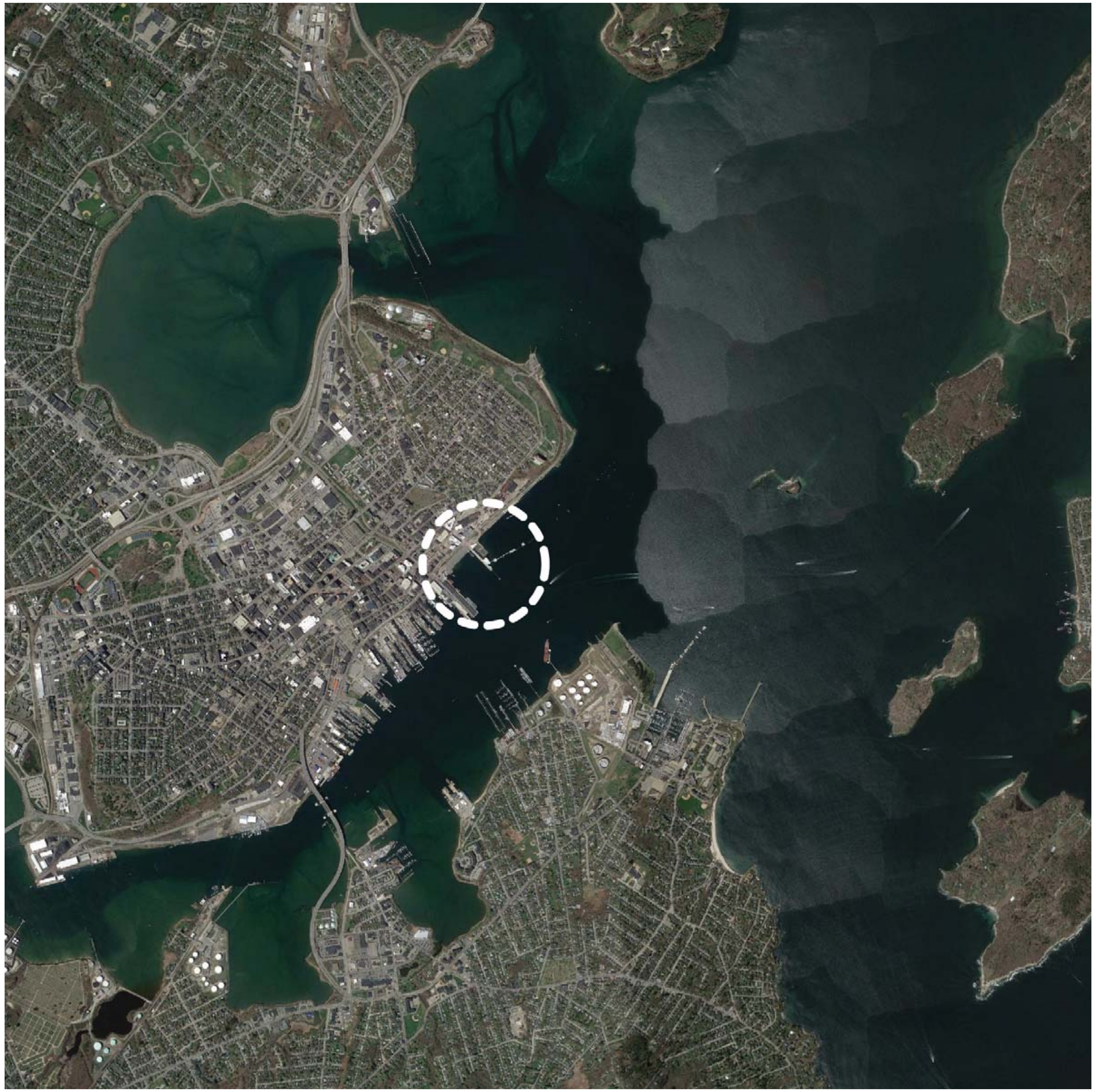


Platform for a new Portland Harbor Common

"A park is a great gathering space for *people*."

Fredrick Law Olmsted, 1822-1903

Prepared for the City of Portland by Richard Barringer, Michael Boucher, Patrick Costin, Amy Magida and Barry Sheff, in collaboration with senior City officials.

April 2020

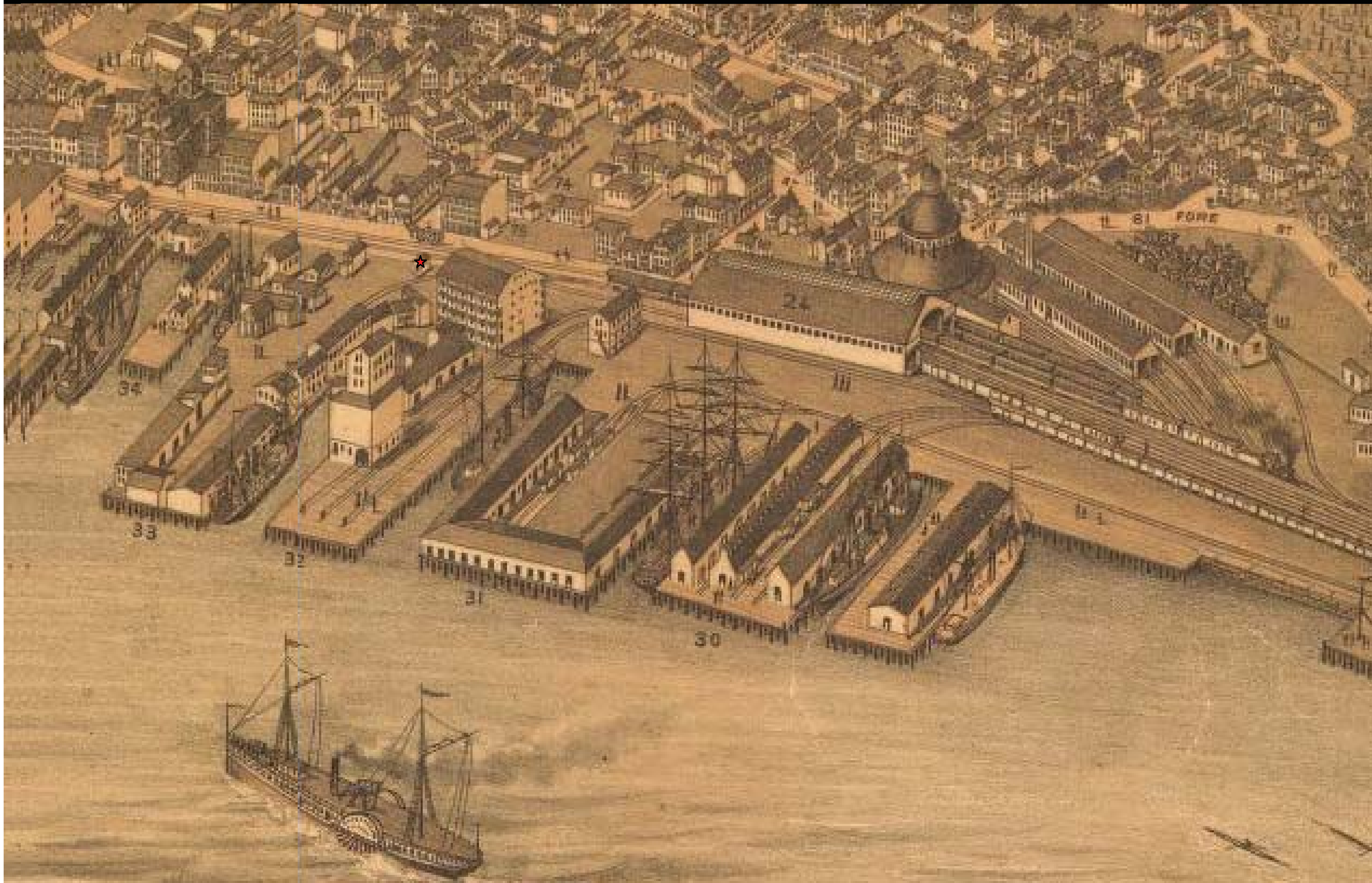
Portland Waterfront at Night from South Portland
Photo by Roman Jozefiak

CONTENTS

A Look Back at Portland's Eastern Waterfront and the Maine State Pier

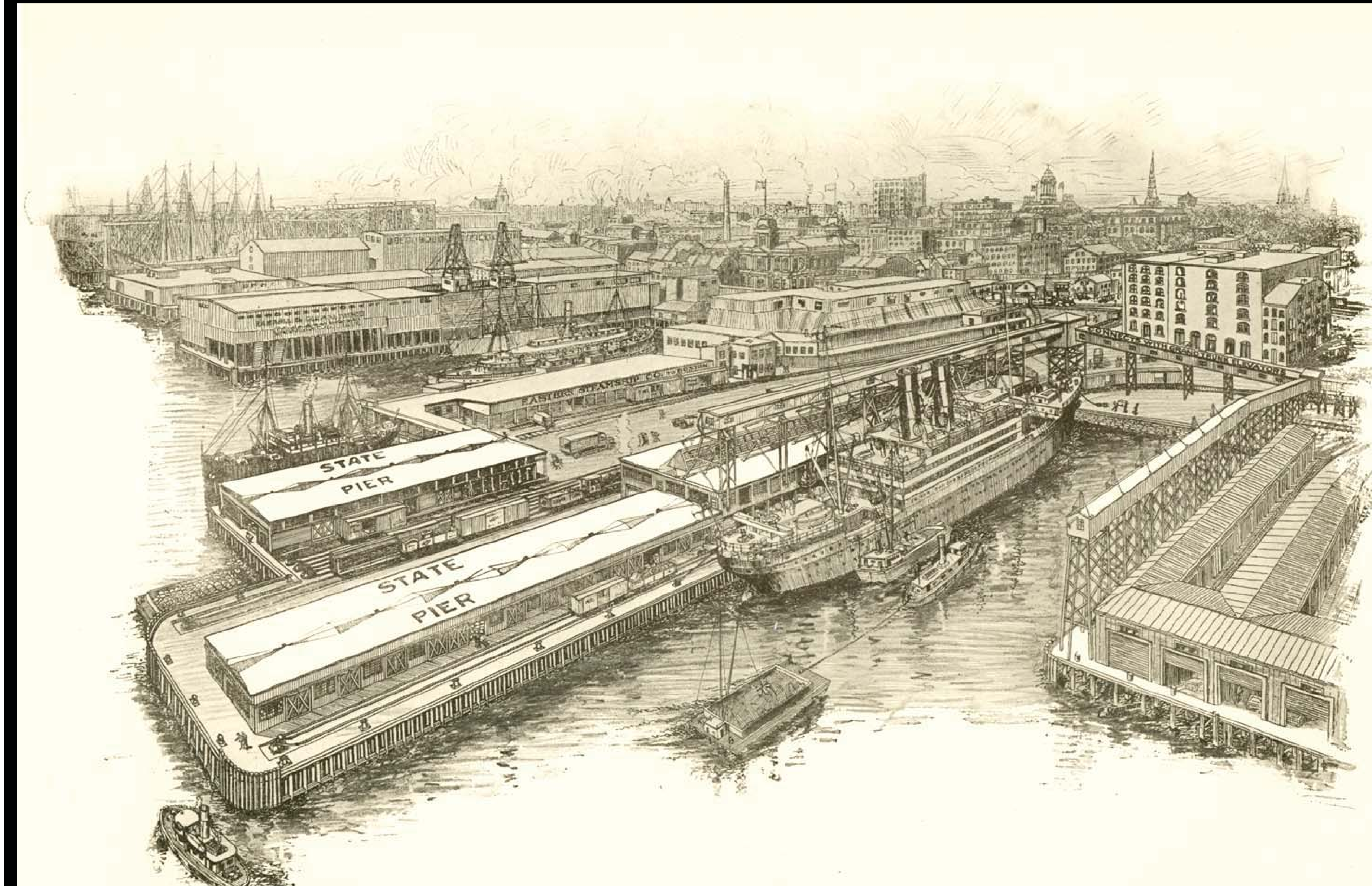

PLAN OF
FALMOUTH NECK,
NOW PORTLAND,
1690.
Back Cove
Casco River
Brimhall's Point
Clay Cove
Broad Cove
Machegonne Point
Munjoy's Point
REFERENCE
1. Lawrence Garrison
2. Meeting House
3. Capt. Davis' House & Store
4. Fort Loyal
5. Capt. Edward Tyng
6. Burying Ground
7. Ingersoll Garrison
8. Half Moon
9. Wind Mill
10. Capt. E. Tyng
11. Michael Mitton
12. Geo. Brimhall
13. Anthony Brackett

Map of the City of Portland, 1837



Detail from 1876 Bird's Eye View of Portland
showing Franklin, Galt, Atlantic and Grand Trunk Wharves

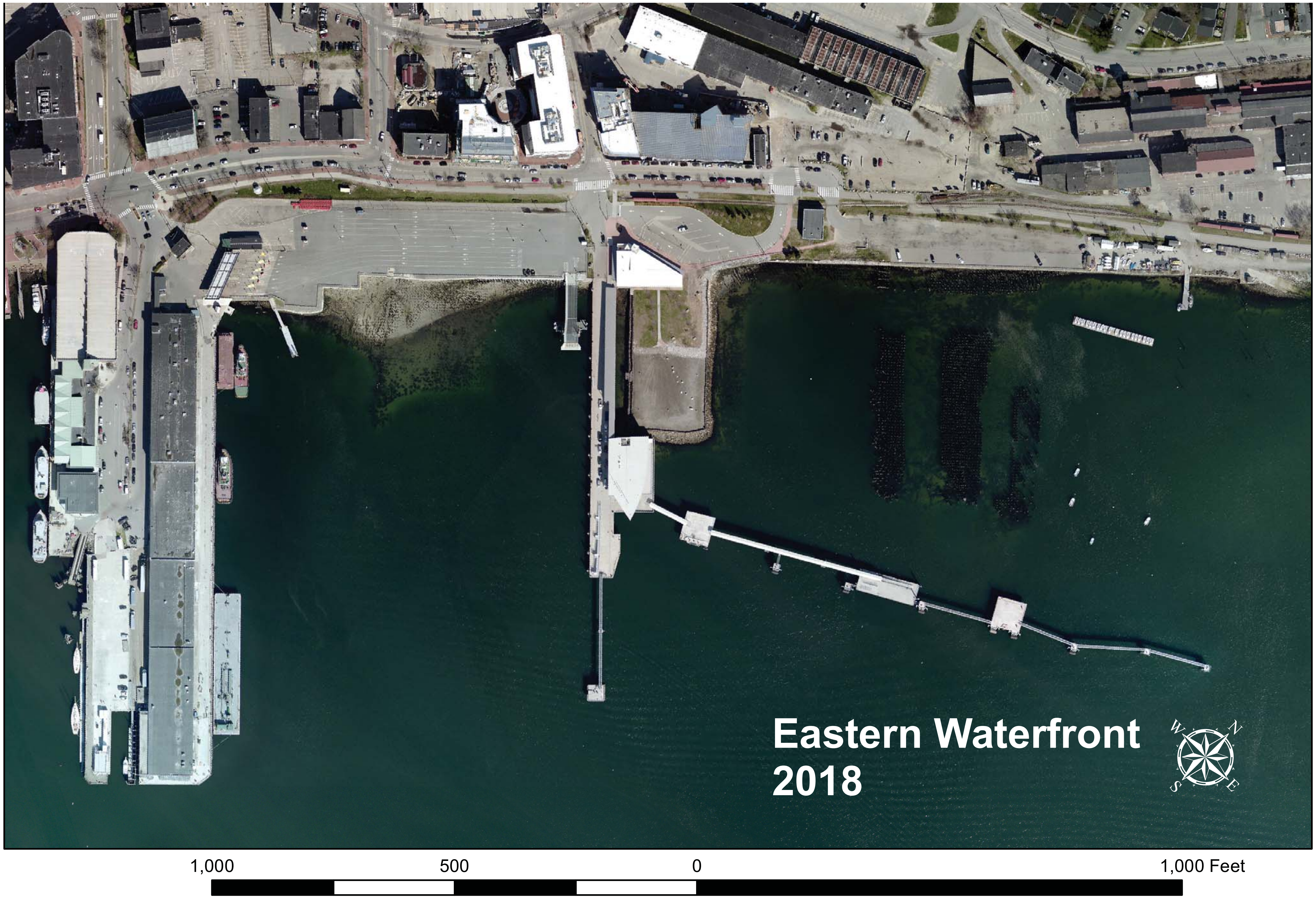
New Grand Trunk Station, Office Building and Grain Elevator, completed 1905



Sketch of the Completed State Pier at Portland

Conceptual Drawing of Maine State Pier, c. 1921

2009 - Maine State Pier today


Eastern Waterfront
2018
W
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S
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1,000
500
0
1,000 Feet

TRANSFORMING PORTLAND'S PUBLIC WATERFRONT

Prepared by Richard Barringer of USM's Muskie School of Public Service; Patrick Costin of Canal 5 Studio; Michael Boucher and Amy Magida of Michael Boucher Landscape Architecture; and Barry Sheff of Woodard & Curran. Prepared for Portland City Manager Jon Jennings, with advice and assistance from senior staff Kathy Alves, Lena Geraghty, Christine Grimando, Greg Mitchell, and Bill Needleman, for whose insights and suggestions we are deeply grateful.

The goal of the project is to offer the City a framework for a signature piece of public land – one that will complement its working waterfront, leverage recent investments in public infrastructure, increase public access to the eastern waterfront, support a variety of public activities, and add to a vibrant city. The project team has been guided throughout by a set of objectives – simplicity in design, resilience in the face of climate change, flexibility in use, affordability and phase-ability in implementation.

This document should not to be taken or interpreted as a completed "design." Its intent is to provide a starting-place for consideration of this limited and consequential space along the Portland Harbor. Specific programming and design details remain to be developed through a process of investigation, analysis, and dialogue for each project area. Here, we intentionally avoid fine-grain planning or design character, seeking instead to offer a general concept for realizing the outstanding values and potential of this narrow stretch of publicly-owned land while advancing the goal and objectives cited above.

WHAT MAKES A GREAT SOCIAL SPACE?

- People
- Sitting spaces
- Street access
- Sun
- Food
- Water
- Trees
- People Watching

William H. Whyte
The Social Life of Small Urban Spaces, 1980

IMAGE 1 **OPEN SPACE AND WATERFRONT ZONES**

PORTLAND WATERFRONT PLANNING: A BRIEF HISTORY

Aerial view of Portland Harbor, 2017
Photo by Carol M. Highsmith,

Created with the assistance of Bill Needleman, the City's Waterfront Coordinator, the summary and chronology below provide a partial snapshot of complex processes and pivotal events. It affords context for the proposed Portland Waterfront Common as the culmination of a quarter century of intense waterfront planning here. A contextual overview, it is not a complete picture or historic record of Portland's longstanding practice of waterfront planning.

While it concentrates on the central waterfront, Portland's working waterfront extends 2.5 miles from the Merrill Marine terminal in the west to the former Portland company (now, the "Portland Foreside" mixed-use development) on the east. The last remaining piece of public land extends just 2000 linear feet from the State Pier eastward to the Portland Foreside property. This publicly-owned parcel and its future are the subject of this framework proposal.

Purposeful planning for Portland's waterfront dates to the colonial era, with European settlement of Falmouth Neck in the 17th Century. Filling land, dredging the harbor, digging canals, building wharfs, constructing buildings, and establishing a landside transportation network necessary for marine commerce required forethought and intention. Portland's historic pattern of downtown streets extending onto deep-water wharfs strung along a wide, mixed-use corridor is a product of ongoing, shrewd, rigorous, and committed planning.

Modern waterfront planning in Portland generally dates to the 1990's and the writing of the *Waterfront Alliance Recommendations to the City Council* (GPCOG 1992) as the foundational document. Written coincident with the expiration of highly restrictive zoning applied through a 1987 citizen referendum, the Waterfront Alliance report segregated the waterfront into four functional sub-areas defined by the dominant marine industries and pier infrastructure of the time:

Eastern Waterfront: Deepwater industry (originally Bath Iron Works)

Central Waterfront: Fishing and mixed use (tourism and office)

Western Waterfront: Deepwater freight and marine industry

Special Use Area: Designed for the Portland Company Complex and adjacent uplands.

Within each sub-area, the *Waterfront Alliance* report promoted strong protections for water-dependent uses, while allowing other compatible marine and non-marine uses on a limited basis to generate revenues needed to maintain marine infrastructure. Zoning, tightly conforming to the sub-areas and policies promoted by the *Waterfront Alliance* report, was adopted by the City Council in January 1994.

While zoning specifics have undergone significant revision in each of the waterfront zones, the foundational framework of the *Waterfront Alliance* report remains intact. Specific language and recommendations from the report were reaffirmed with the adoption of *Portland's Plan 2030*, the City's current comprehensive plan.

PORTLAND WATERFRONT PLANNING: A BRIEF HISTORY

Milestones of the past quarter century in Portland waterfront planning and development include:

Eastern Waterfront

1993 Publication of *The Port of Portland: Its Value to the Region*, by the City of Portland, Portland Chamber of Commerce, South Portland/Cape Elizabeth Chamber of Commerce, and USM's Muskie Institute.

1994 Establish *Waterfront Port Development Zone (WPDZ)* over Bath Iron Works (BIW) shipyard. *Establish Waterfront Special Use Zone (WSUZ)* over Portland Company complex and adjacent uplands. Creation of Compass Park on the Maine State Pier.

1998 BIW announces 2001 departure. Cargo and Passenger Study (*CAPS, Waterfront I*) recommends concentration of passenger operations in the Eastern Waterfront.

2000 *Final Report of the Mayor's Waterfront Task Force on Economic Development (Waterfront II)* recommends creation of Waterfront TIF program and economic investments. *Eastern Waterfront Master Planning* and *Marine Passenger Terminal Planning* (following *CAPS* recommendations) begin.

2004 Adoption of *Eastern Waterfront Master Plan* and *Ocean Gateway Master Plan*. Creation of B-6 Zone, replacing upland portions of the WPDZ and WSUZ.

~2005 Sail Maine takes over City recreational sailing program on Eastern Waterfront; it and other "community boating" interests grow on the Eastern Waterfront.

2006 Amendment to the *Eastern Waterfront Master Plan* to include *Policy Statement for the Maine State Pier* in preparation for an RFP for redevelopment of the Maine State Pier. Replacement of the *WPDZ* with *Eastern Waterfront Port Zone (EWPZ)*. Preservation of marine transportation capacity is central to the Policy Statement and new zoning while allowing significant mixed-use development.

2008 Opening of Ocean Gateway and new upland street infrastructure implementing first phases of the Eastern Waterfront Master Plan.

2006-09 RFP for redevelopment of the Maine State Pier. Two proposals are withdrawn after a highly contentious selection process.

2009 Short-term redevelopment planning for Maine State Pier, abandoned with the introduction of Ready Seafood to the south end of the Pier.

2014-18 Portland Company complex reuse planning and rezoning results in amendments to the B-6 and EWPZ and elimination of the remnant WSUZ.

2017-18 "Portland Landing" open space planning for the "Amethyst Lot" adjacent to Ocean Gateway.

2019 Discontinuance of international ferry service at Ocean Gateway. Expansion of street infrastructure consistent with the EW Master Plan, integrating with 15 Fore St. plans for redevelopment. Development in the B-6 on City and private lands (WEX, 100 Fore St.).

Central Waterfront

1994 Establish the *Waterfront Central Zone (WCZ)* over historic core of the waterfront between Maine State Pier and the International Marine Terminal. The *WCZ* allows more non-marine uses (excluding residential) than the adjacent *WPDZ*, but is still highly protective of water-dependent uses.

2000-05 Multiple, smaller scale amendments to the *WCZ* incrementally expand non-marine development and occupancy.

2006 WCZ Taskforce recommends expanding non-marine use along the entirety of Commercial Street and into the upper floors in existing buildings. Pierce Atwood occupies the Cumberland Storage building on Merrill's Wharf as a result.

2010 A collaboration among *all* private pier owners on the Central Waterfront prompts the City to rewrite the *WCZ*. The re-drafted *WCZ* allows non-marine development in new structures, and on portions of ground floors beyond Commercial Street. A Non-marine Use Overlay eliminates marine use entirely along Commercial Street, but creates a marine infrastructure investment requirement.

2018-19 Prompted by a controversial hotel proposal, and in response to the fishing community and anti-development activists, the City Manager creates a *Waterfront Working Group* to re-evaluate the 2010 amendments

2019 City Council adopts recommendations from the *Waterfront Working Group*. The revised *WCZ* shrinks and renames the non-marine overlay (*Commercial Street Overlay*), eliminates contract/conditional rezoning for the *WCZ* (eliminating hotel proposals,) and strengthens performance standards protecting water-dependent uses.

Western Waterfront

1994 Establish *Waterfront Port Development Zone (WPDZ)* over area from the International Marine Terminal to Cassidy Point and the Merrill's Marine terminal, including rail yard uplands north of West Commercial Street.

1998 Cargo and Passenger Study (*CAPS, Waterfront I*) recommends concentration of freight operations in the Western Waterfront, resulting in moving international ferry to the Eastern Waterfront.

2011 State of Maine Port Authority takes over operations of the International Marine Terminal (IMT) and improvements made to the pier and containerized freight yard.

~2012 Amend WPDZ to rezone rail uplands north of West Commercial Street to B-5 Mixed Use Urban/Commercial zoning.

2013 Eimskip operations begin at the IMT. Portland Yacht Services aggregates vacant land in the Western Waterfront and begins construction of the Portland Shipyard.

2014-17 Expansion of IMT to provide capacity for containerized freight growth, resulting in westward shift of the Portland Shipyard. Connection of active rail to container port.

2016-17 Building height amendments and modernizing redraft of the *Waterfront Port Development Zone*, anticipating cold storage expansion on the International Marine Terminal (still pending) and promoting other industrial expansion (now underway at the Portland Shipyard).

GREAT WATERFRONTS OF THE WORLD

Founded in 1975 to expand on the work of William H. Whyte and Jane Jacobs, the Project for Public Spaces (PPS) has since completed projects in more than 3,500 communities in over 50 countries and all 50 U.S. states. It is the premier center for best practices, information, and resources on great place-making. 740 Broadway, Suite 1101 New York, NY 10003
info@pps.org | 212.620.5660

The PPS examined more than 200 urban waterfronts around the world, in cities on the sea, river cities, and lakefront cities. While none succeeds as a whole, there are promising elements in each. Which deserve to be called the world's best waterfronts? PPS created two categories. The first, "**Waterfront Cities**," considers the entire waterfront, and *how well it connects by foot to the rest of the city and sustains a variety of public activities in multiple areas*. A second category, "**Waterfront Places**," looks separately at *individual destinations along the water. When you experience these extraordinary public spaces, you realize how much more would be possible with a coordinated strategy to make the whole waterfront a place for people.* For illustrations, go to www.pps.org/article/greatwaterfronts.

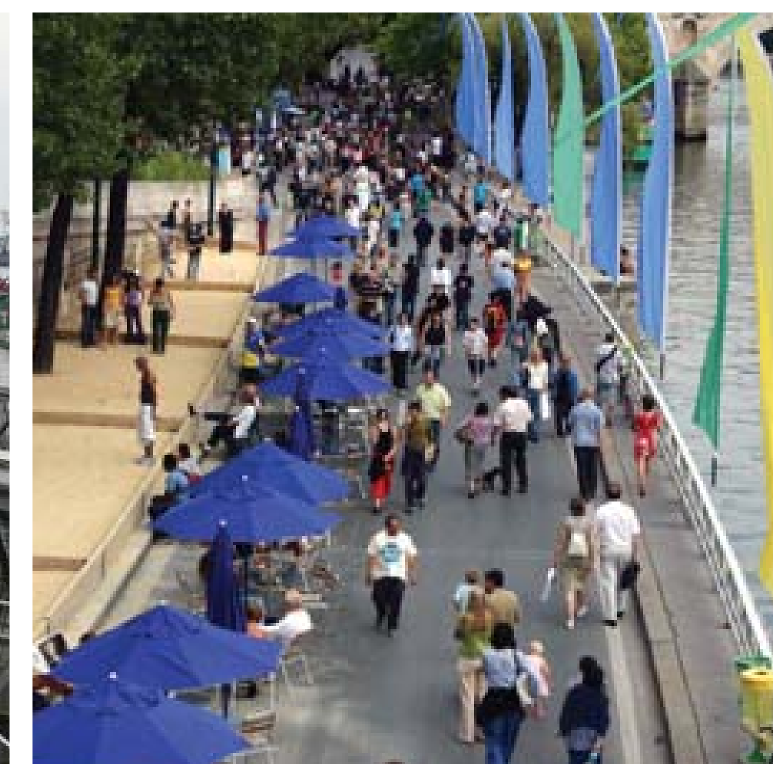
Great Waterfront Cities
Stockholm, Sweden
Venice, Italy
Helsinki, Finland
San Sebastian, Spain
Sydney, Australia
Hamburg, Germany
Other: Baltimore
Chicago
Montreal
Nice
Porto
Rio de Janiero
San Francisco (North)

Great Waterfront Places
Helsinki plaza & indoor market
Paris Plage variety
Copenhagen promenade
Vancouver marketplace
Venice Beach, CA
San Antonio Riverwalk
Copenhagen Peoples Park
Laguna Beach, CA
Porto flexible platform
Oslo promenade
Brighton Beach UK, NY
Other: Navy Pier, Chicago
Fisherman's Wharf, SF
Artillery Park, NO
Riverwalk, Chattanooga TN


San Sebastian, Spain


Sydney, Austraila


Hamburg, Germany


Paris, France

HOW TO TRANSFORM A WATERFRONT

As cities envision their waterfronts as lively public destinations that keep people coming back, PPS offers the following principles to make this happen. These are rules of thumb drawn from many years of experience working to improve urban waterfronts around the world. They serve as the framework for any waterfront project seeking to create vibrant public spaces and, by extension, a vibrant city. For illustrations go to www.pps.org/article/turnwaterfrontaround.

1. **MAKE PUBLIC GOALS THE PRIMARY OBJECTIVE**
   The best solutions for waterfronts put public goals first, not short-term financial or commercial expediency.

Jersey City, New Jersey

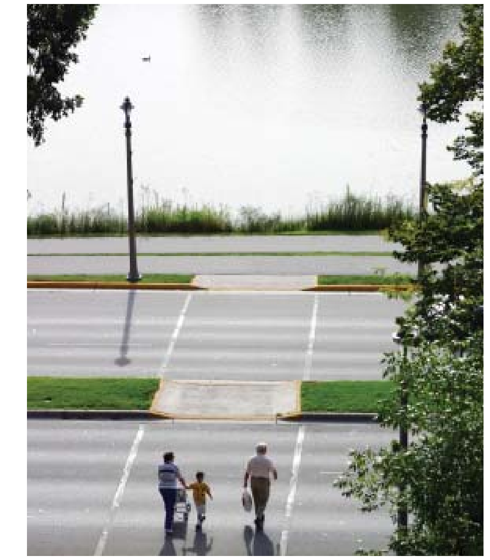
2. CREATE A SHARED COMMUNITY VISION FOR THE WATERFRONT
Because a vision is adaptable and can be implemented gradually, it often becomes bolder as public enthusiasm for making changes builds and the transformation of the waterfront gains credibility.

London, England

3. CREATE MULTIPLE DESTINATIONS
Set a goal of multiple great destinations along the entire waterfront. Focus on destinations rather than passive “open space.”

Helsinki, Finland

4. CONNECT THE DESTINATIONS
Each of the destinations should be incorporated into a vision for the waterfront as a whole. The key is continuity, especially for the pedestrian experience.



Milwaukee, Wisconsin

5. OPTIMIZE PUBLIC ACCESS
It is essential that the waterfront be accessible for people’s use to the greatest extent possible. The goal of continuity is of paramount importance.

Oslo, Norway

6. ENSURE THAT NEW DEVELOPMENT FITS WITH THE VISION
When the public’s vision comes first, new development can be tailored to meet the community’s shared goals.

HOW TO TRANSFORM A WATERFRONT

Montreal, Canada

7. LIMIT RESIDENTIAL DEVELOPMENT
Great waterfronts are not dominated by residential development. These are places full of people, day and night, the sites of festivals, markets, fireworks displays, concerts, and other high-energy gatherings.

Cleveland, Ohio

8. USE PARKS TO CONNECT DESTINATIONS
Passive open space puts a damper on the inherent vibrancy of waterfronts. The world's best waterfronts use open space as connective tissue, to link major destinations.

Auckland, New Zealand

9. DESIGN AND PROGRAM BUILDINGS TO ENGAGE THE PUBLIC SPACE
Any building on the waterfront should add to the activity of the public spaces around it. When successful, the result is an ideal combination of commercial and public uses.

Rio de Janeiro, Brazil

10. SUPPORT MULTIPLE MODES OF TRANSPORTATION, LIMIT VEHICULAR ACCESS
Waterfronts are enhanced when accessed by means other than private vehicles. Without cars or parking lots, people are more at ease, and the full breadth of waterfront activity can flourish. Commercial deliveries to local businesses are an important exception.

Brighton, England

11. INTEGRATE SEASONAL ACTIVITIES INTO EACH DESTINATION
Coastal places are often known for their chilly winds and gray skies. Programming should take rainy-day and winter activities into account, and amenities should provide protection from the weather.

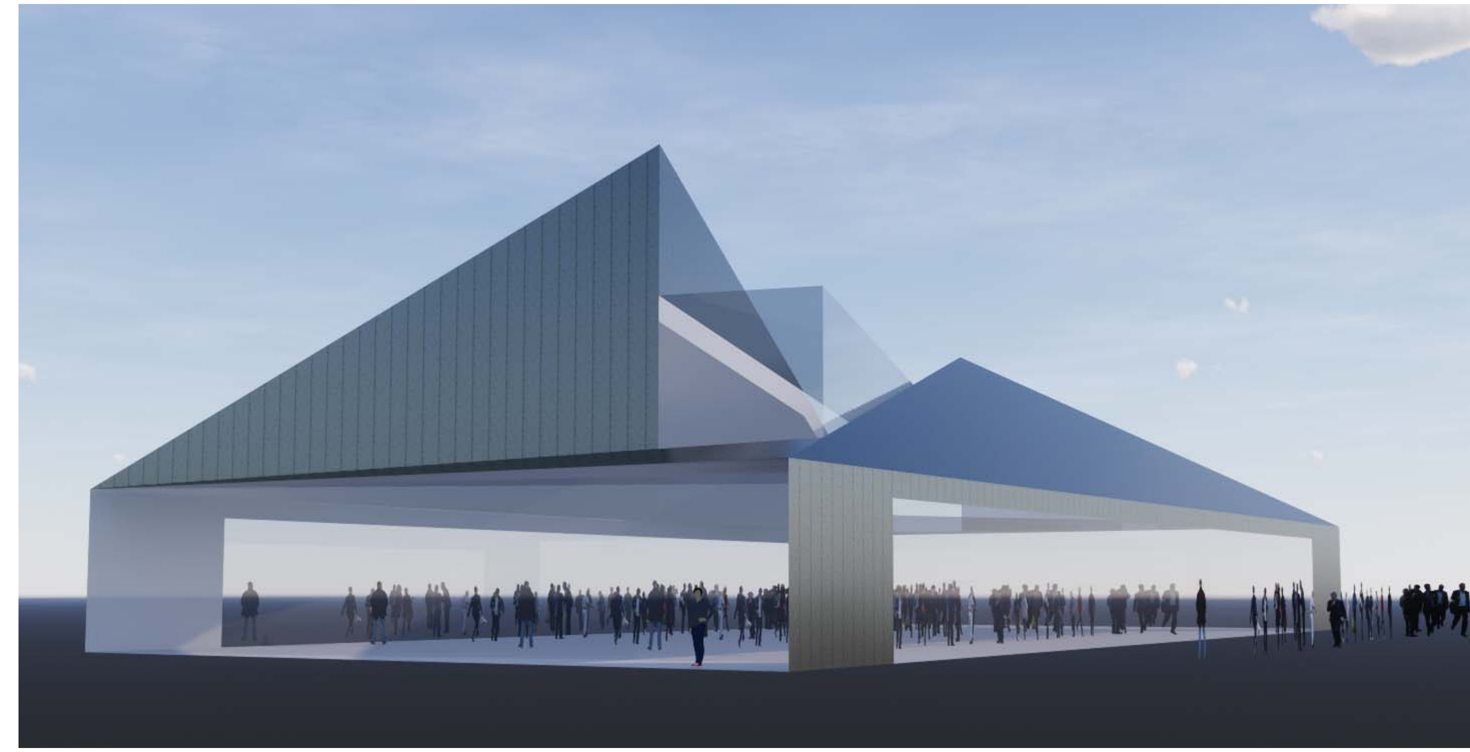
Stockholm, Sweden

12. MANAGE, MANAGE, MANAGE
Ongoing management is essential to maintain waterfronts and sustain a diverse variety of activities and events throughout the year.

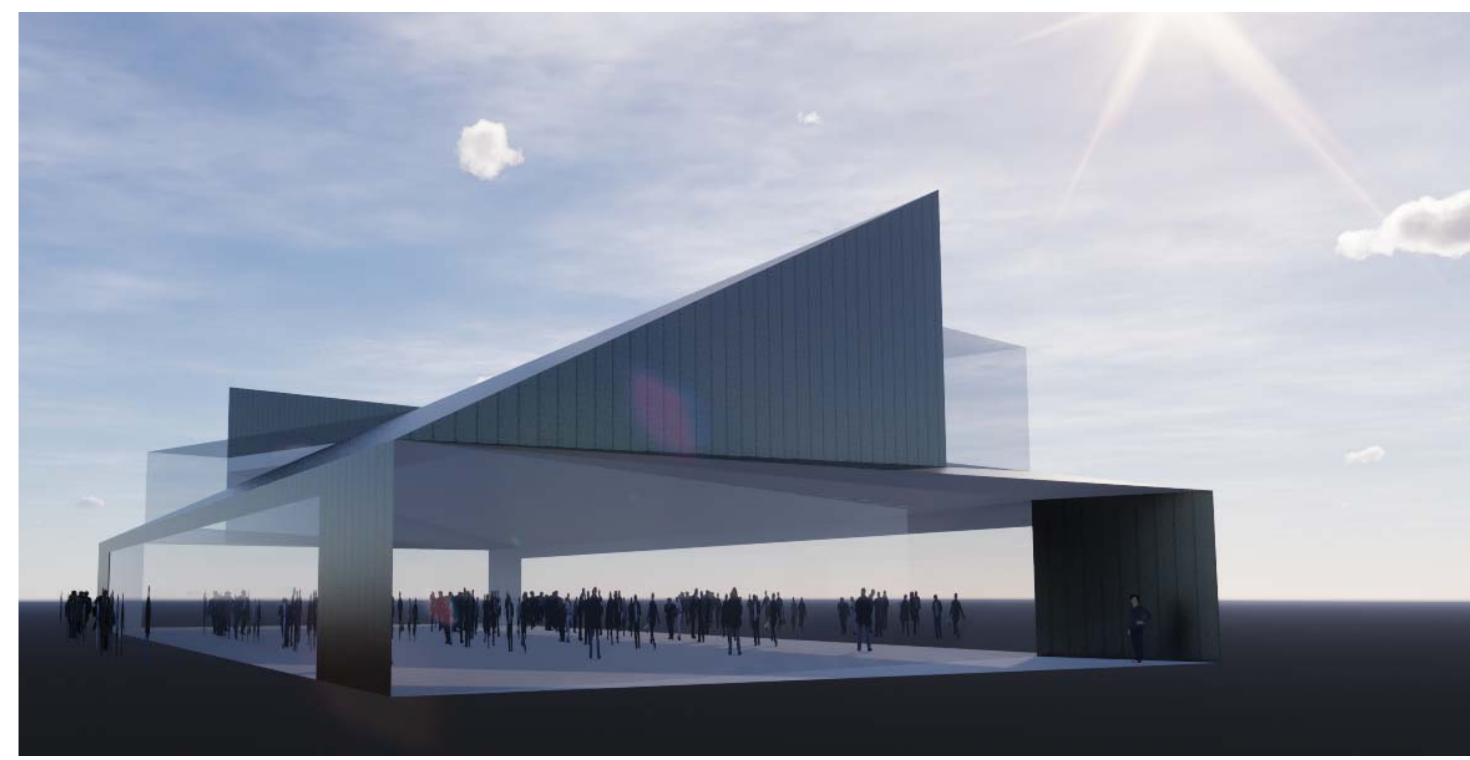
IMAGE 2 **EXISTING CONDITIONS**

IMAGE 3 **PROPOSED PLATFORM**

Public Pavilion Key Plan



Concept Rendering 1



Concept Rendering 2

IMAGE 4 **CONCEPT RENDERINGS OF PUBLIC PAVILION (#6 on Platform For A New Portland Harbor Common)**

CITY OF PORTLAND
Housing and Economic Development Dept.
Gregory A. Mitchell, Director

MEMORANDUM

To: **Economic Development Committee**

From: **Julia Trujillo Luengo, Office of Economic Opportunity Director**
Greg Mitchell, Housing and Economic Development Director

Date: **March 12, 2021**

Subject: **2021 TIF Workforce Training Results and Direction for FY2022**

This memorandum provides an update on the City's investment of Tax Increment Financing (TIF) revenue into workforce training programs thus far in order to examine direction for the upcoming Fiscal Year (FY) 2022.

BACKGROUND

The option for the City to invest TIF funding in workforce training was added to all three geographic area-wide TIF Districts (Waterfront, Downtown Transit, and Bayside). The City retains increased property tax revenue, from the three area-wide TIF Districts, to support investment in economic development staff, public infrastructure, arts marketing and promotion, and workforce training.

The specific language to utilize TIF funds for workforce training includes:

Workforce Training Funds. Costs of services and equipment to provide skills development and training, including scholarships to in-state educational institutions or to online learning entities when in-state options are not available for jobs created or retained.

In April, 2019, the Economic Development Committee proposed two-pronged allocations of Downtown Transit TIF District investment in Portland Adult Education (PAE) and Coastal Counties Inc. (CCWI) workforce programs. In FY2020, total investment amounted to $250,000. An RFP was issued resulting in one bidder, Coastal Counties Inc. and MaineHealth to allocate $150,000. They proposed to work with their incumbent workers to mitigate underemployment and advance career advancement among

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MaineHealth's foreign trained. By and large, COVID-19 had an adverse impact on this project bringing it to a halt in 2020.

Since FY2020, Portland Adult Education has received two annual allocations of $100,000. PAE's focus has been the immigrant/New Mainer populations in various training programs:

- *Education Academy*, supporting foreign trained educators;
- *Banking Teller Program*, supporting the foreign trained with a background in finance or accounting;
- *Intensive English Program*, augmenting the contact hours and instruction with the goal to accelerate English acquisition; and,
- *ELL Intensive Job Class*, augmenting contact hours and instruction to accelerate English acquisition in a contextualized environment for those seeking employment.

In year two (FY2021), with the same level of funding, PAE introduced a *CDL Permit Course* in order to address one of Maine's most notable workforce shortages.

RESULTS FY2021 AND REQUEST FOR FY2022 FUNDING

In preparation for the March 16, 2021 HEDC meeting to discuss TIF Workforce Training Results and Direction for FY2022 investments, attached please find:

EDC Memo from Portland Adult Ed which encompasses aggregated results thus far and requests an allocation of $100,000, in TIF funds, to support workforce training programs during FY2022.

To: Economic Development Committee
From: Anita St Onge, Executive Director, Portland Adult Education
Date: 03/16/21
RE: TIF Funded Workforce Training Update

Dear Economic Development Committee Members,

This memo provides an overview of Portland Adult Education's FY21 TIF supported workforce training program (Oct-March), as well as projections and proposed innovations for FY 22.

Table A. Q1 Program Outcomes (Oct-Dec):

Program	Dates	Students Enrolled	Certifications	Employment as of 03.12.21	Average Wages
ELL Commercial Driver's License (CDL) Permit Course	Sept-Dec	10	5 (56%) CDL Class A Driving Permits	- One graduate hired as a CDL Class A Driver - Others working toward Class A License or Permit exam	N/A
ELL Intensive Job Readiness Class	Sept-Dec	13	N/A	6 (46%) employed in production, healthcare, retail, trades* *4 currently ineligible to work, 3 receiving employment advising	$15/hr

Table B: Q2 Training Programs in Progress (Jan-Mar):

Program	Students
Education Academy	9
New Mainer Teller Training Program	8
ELL Intensive Job Readiness	14
Intensive English	5 (actively recruiting)

Other highlights:

FY 20 New Mainer Teller Training program update: Of the 14 graduates from last year's pilot program, 11 have secured new employment, 8 of whom are working as Tellers in a range of local financial institutions with an average wage of $15.50/hr.

Education Academy and PPS – PAE's Education Academy has worked closely with the Portland Public Schools' HR department in its effort to diversify the PPS workforce. 11 Ed Academy graduates have been hired by Portland Public Schools - 4 as teachers and 7 as Ed Techs. We continue to identify opportunities for PAE to enhance PPS' equity goals.

Leveraged funding: Portland Adult Education has proactively secured alternative sources of funding to leverage the City's TIF investment, including tuition assistance for eligible students from local workforce agencies (Goodwill Workforce Solutions, FEDCAP) as well as increased employer financial support for the Teller program.

FY 22 Projections:

Table C: FY 22 Cost Projections

Program	**Total Cost**	**TIF Request**	**% of total cost**
Education Academy	$37,000	$18,500	50%
Teller Program	$38,000	$15,000	39%
Intensive English (2x/year)	$43,000	$25,800	60%
ELL Intensive Job Readiness (2x/year)	$35,760	$35,760	100%
CDL Permit Course	$25,000	$4,940	20%
Total	$178,760	$ 100,000	56%

Proposed Innovations: Portland Adult Education hopes the EDC will consider an additional investment to design, develop and implement the following programs:

1) **New Mainer Employee Advancement Initiative:** Based upon feedback from our financial services partners in the Teller Training program and on conversations with other employers, PAE would like to build an initiative to support New Mainer employee advancement with a range of employer partners across the financial services industry, retail and healthcare sectors. Specific focus would include retention and advancement for Teller training graduates.

2) **CDL Program Expansion:** PAE seeks to expand its current CDL Permit course to include pathways to full CDL Class A and B Licensure.

3) **Green Jobs Training Program:** Renewable energy jobs are a growth area for Maine, and PAE is interested in building New Mainer training programs for solar and heat pump technicians. The program would seek to partner with PATHS, and may include pathways to SMCC. PAE has had initial conversations with the Maine Conservation Voters and Chamber of Commerce, and looks forward to expanding partnerships to design a high impact program for New Mainers, the environment and the economy.

CITY OF PORTLAND
Housing and Economic Development Department
Gregory A. Mitchell, Director

MEMORANDUM

To: Housing and Economic Development Committee

From: Greg Mitchell

Date: March 9, 2021

Subject: Housing and Economic Development Committee
2021 Work Plan – Quarterly Check-in

The Housing and Economic Development Committee 2021 Work Plan is being presented at the end of the first quarter for review and discussion.

Changes to this year's Work Plan are noted in an underline format along with progress related to completed or active items.

Future Work Plan check-ins will occur in June, September and November.

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CITY OF PORTLAND
Housing and Economic Development Department
Gregory A. Mitchell, Director

2021 Housing and Economic Development Committee Work Plan
As Approved at the January 19, 2021, Committee Meeting

Below is the Housing and Economic Development Committee (HEDC) Work Plan for Calendar Year 2021 as approved at the January 19, 2021, HEDC meeting, with the caveat that it may evolve throughout the year based on issues arising. Marked revisions are updates/additions post the January 19, 2021, HEDC meeting.

Economic Development Policy

- City/School-wide approach to procurement that focuses on locally owned businesses (Phoenix, AZ as example).
- Explore Neighborhood Identity/Branding
- Explore Post-Pandemic Business Retention programs and approaches including outdoor dining and retail. HEDC reviewed and provided staff direction at their 1/5/2021 and 2/16/2021 meetings.
- Continue Tax Increment Financing (TIF) investment in workforce training
- Explore TIF investment options to increase TIF annual support to Creative Portland (CP) and to support performing art centers and the arts eco-system which makes Portland unique as a destination for visitors and local residents. CP provided a presentation on this item at the March 2nd HEDC meeting. At the March 16 HEDC meeting, it will provide a more detailed request for consideration.

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Rent Control Referenda

- Presentation, Overview, and Discussion with the Rental Housing Advisory Committee (RHAC) for Committee input and Committee Direction to the RHAC.

Affordable Housing Policy and Budgets

- Housing Program Budget/Completed at 2/2/2021 HEDC Meeting and forwarded to City Council for approval.

- 2021 Housing Trust Fund Annual Plan/Completed at 2/2/2021 HEDC Meeting and forwarded to City Council for approval.
- Affordable Housing TIF CEA and Affordable Housing Development Fund Applications for City Housing Trust and HOME Funds - with a focus on developing housing for households between 60% and 100% of the area median income/Completed at 2/2/2021 HEDC Meeting and forwarded to City Council for approval.
- Encourage developers seeking assistance through the City's Affordable Housing Development and/or TIF Programs to participate in the Section 8 Family Self Sufficiency Program/Completed at 2/2/2021 HEDC meeting, included in Affordable Housing Development Application and Housing Trust Fund Annual Plan.
- Encourage housing development that supports the Comprehensive Plan goal for development along major thoroughfares off peninsula/Completed at 2/2/2021 HEDC meeting, included in Affordable Housing Development Application and Housing Trust Fund Annual Plan.
- Review and Discussion of Possible City TIF Policy Amendments consistent with the Green New Deal Referendum and Other Staff Recommendations/Completed at 1/19/2021 HEDC meeting and forwarded to City Council for approval.
- Evaluate the use of the American Community Survey Portland Family Median Income vs. the HUD Portland Metro Area Median Income as the income metric for city funding resources.
- Communication: HomePort Program Guidelines Amendment: Staff provided a summary of the amendments at the 3/2/2021 HEDC meeting, which will also be forwarded to the City Council as a communication, along with the FY2020 HUD Annual Action Plan.

Affordable Housing Public-Private Partnerships

- 45 Brown Street Affordable Housing Tax Increment Financing (TIF) Credit Enhancement Agreement (CEA) Request/Review and tabled at 1/19/2021 meeting. This was further reviewed at the HEDC 3/2/2021 meeting and the Committee voted 3-1 (Zarro) to forward it to the City Council for approval. It also approved a companion item to amend the Downtown TOD TIF for the current property at 45 Brown Street to remain in the Downtown TOD TIF as Condo Unit 1, and the Affordable Housing TIF would be Condo Unit 2 and its own freestanding Affordable Housing TIF District.
- Other Affordable Housing TIF CEA Requests
- ~~Possible City TIF Policy Amendments consistent with the Green New Deal Referendum and Other Staff Recommendations~~
- Review and Vote to Approve Funding Requests Received from the Affordable Housing Development Fund Applications for City Housing Trust and HOME Funds
- Review City surplus property to sell/lease to support affordable housing.
- Possible amendment to 377 Cumberland Avenue Affordable Housing TIF District to include a new authorized project cost for child care.

Real Estate Transactions

- 21 Randall Street Purchase & Sale (P&S) Agreement
- 43/91 Douglass Street P&S Agreement
- Proposal Review and Developer Selection for the City-owned 622 Auburn Street and 0 Gray Road Property followed by P&S Agreement/RFP was issued on March 2, 2021, and responses are due by May 2, 2021.
- Portland Technology Park Sale of Condo Lots. The HEDC held an executive session at its 3/2/2021 to review interest in purchasing lots 6 and 7 and provided direction to staff.

Annual Reports and Actions

- Presentation of 2021 Housing Report
- Communication Item - FY21 HUD Annual Allocation Plan
- City TIF District Annual Activity Report
- Committee Annual Accomplishment Report
- Presentation, Annual Overview and Integrated Report from Permitting and Inspections and Fire Department re: Short-term and Long-term Rental Housing Safety & Inspection Program - Implementation and Financial Report
- Portland Downtown Annual Budget, Work Plan and City Agreement
- Communication Item: Community Development Week – April 5-9, 2021/Fair Housing Month