

KATE SNYDER (MAYOR)
BELINDA S. RAY (1)
SPENCER THIBODEAU (2)
TAE Y. CHONG (3)
ANDREW J. ZARRO (4)

MARK N. DION (5)
APRIL FOURNIER (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR. (A/L)

REMOTE CITY COUNCIL MEETING - MAY 3, 2021

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

ZOOM INFORMATION:

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

Allow your computer to install the free Zoom app to get the best meeting experience. If you are not able to attend live, a recording will be uploaded to portlandmaine.gov/livestream the next day. For public comment, you will need to use the "raise your hand" feature. To raise your hand via the telephone, please hit *9. You will be unmuted by the host when it is time for public comment.

Please click the link below to join the webinar:

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Webinar ID: 842 1710 9286

Passcode: 970838

International numbers available: <https://us02web.zoom.us/j/84217109286?pwd=NzBPM2hQaDB0NWFBWmpHck1lbnRpQT09>

PLEDGE OF ALLEGIANCE:

ROLL CALL:

ANNOUNCEMENTS:

APPROVAL OF MINUTES OF PREVIOUS MEETING:

Approval of the April 26, 2021 Draft City Council Meeting Minutes

PROCLAMATIONS:

Proc 13-20/21 Declaring May 5, 2021 Missing and Murdered Indigenous Women's Day - Sponsored by Councilor April Fournier

APPOINTMENTS:

Order 227-20/21 Appointing Members to Various Boards and Commissions - Sponsored by the Nominating Committee, Councilor Pious Ali, Chair

The Nominating Committee met on March 29, 2021 and voted (4-0) to send forward the following recommendations to the Various Boards and Commissions:

Avery Kamila, Pesticide Management Advisory Committee, exp. 06/30/2024

Marie Gray, Parks Commission, exp. 06/30/2024

Ana Lagunez, Parks Commission, exp. 06/30/2024

Beth Rabbitt, Parks Commission, exp. 06/30/2022

Steven Bentsen, Parks Commission, exp. 06/30/2024

Michael Catania, Parks Commission, exp. 06/30/2024

Stephen Bither, Board of Assessment Review, exp. 09/23/2024

Chase Hewitt, Board of Assessment Review, exp. 09/23/2024

Five affirmative votes are required for passage after public comment.

COMMUNICATIONS:

UNFINISHED BUSINESS:

Order 225-20/21 Accepting and Appropriating an Anonymous Donation of \$2,500 toward the Community Needs Fund - Sponsored by Jon P. Jennings, City Manager

This item accepts and appropriates an anonymous donation of \$2,500.00 from an anonymous individual in Falmouth, Maine, to be used as a way of giving back to the community through Police Department community programs.

With this funding, the Police Department will establish a Community Needs Fund. The purpose of this Fund is to support the assistance that officers currently provide, often using their own money, to help local youth and community members. Examples include buying a youth a pair of shoes or a jacket, or a community member a meal. Other uses of Community Needs funding will include support for youth- or community-oriented programs or events.

This item must be read on two separate days. It received its first reading on April 26, 2021. Five affirmative votes are required for passage after public comment.

Order 226-20/21 Zoning Map Amendment Re: B-1 to B-2 in the Vicinity of Congress and Douglass Streets and Massachusetts Avenue - Sponsored by the Planning Board, Brandon Mazer, Chair

Big Donut, LLC, seeks a zoning map amendment to change the existing B-1 Neighborhood Business zone to a B-2 Community Business zone at 1217 Congress Street. The subject property is located on the corner of Congress Street and Bolton Street and is 12,219 square feet in size. There are two existing structures at the site; including a doughnut shop and a vacant gas station. The Planning Board approved an expanded version of this zoning request on December 15, 2020. The approval included the entirety of properties located at 1183-1227 Congress Street, 50-52 Douglass Street & 4-14 Massachusetts Ave which are all currently zoned B-1.

The current B-1 zoning allows for small scale, neighborhood-oriented commercial development. The proposed rezoning is intended to facilitate future development of a higher intensity than current zoning allows; while the applicant has not committed to a future development scenario as of this writing, future uses could potentially include a retail marijuana use oriented toward serving the caregiver community, a veterinary clinic, a pharmacy, or a number of other permitted B-2 uses that are consistent with the applicant's business plans.

This item must be read on two separate days. It received its first reading on April 26, 2021. Five affirmative votes are required for passage after public comment.

ORDERS:

Order 228-20/21 Approving Purchase and Sale Agreement with Douglass Commons LLC for 43 and 91 Douglass Street - Sponsored by Housing & Economic Development Committee. Councilor Spencer Thibodeau, Chair

The Housing & Economic Development Committee met on April 6, 2021 and voted 4-0 to recommend to the City Council approval of a Purchase and Sale Agreement for the sale of City-owned property located 43 and 91 Douglass Street.

On November 16, 2020, the City Council authorized staff to begin to negotiate terms for a Purchase and Sale Agreement with the Douglass Commons LLC development team consisting of The Szanton Company and Maine Cooperative Development Partners for the 43 and 91 Douglass Street property.

Douglass Commons LLC is proposing to create two projects on the 43 and 91 Douglass Street site.

Rental Housing Project: The rental housing project will consist of an apartment building including no less than 56 units with a mixture of one, two and three-bedroom units. There will be a minimum of 17 two-bedroom units and 10 three-bedroom units. The rental housing project will maintain affordability for a period of 99 years. At least 40 of the units will be affordable to households earning less than or equal to 60% of the area median income (AMI) (\$60,540 for a family of four based on 2020 Income limits for the Portland ME Metropolitan Statistical Area). The developer intends to finance this project through the Low Income Housing Tax Credit Program, Maine State Housing Authority and a Credit Enhancement Agreement through an Affordable Housing Tax Increment Financing District.

Cooperative Housing Project: The cooperative housing project will include at least 52 units with a mixture of one, two and three-bedroom units. There will be a minimum 12 two-bedroom units and 22 three-bedroom units. The units will be owned by a Limited Equity Cooperative Corporation and will be leased to shareholders. The project will be affordable for 99 years. All of the units will be affordable to households earning less than or equal to 100% AMI \$100,900 for a family of four based on 2020 Income Limits). The developer intends to finance this project through the U.S. Department of Housing and Urban Development Section 213 Program and a Credit Enhancement Agreement through an Affordable Housing Tax Increment Financing District.

Five affirmative votes are required for passage after public comment.

Order 229-20/21 Approving Purchase and Sale Agreement with Greater Portland Community Land Trust for 21 Randall Street - Sponsored by the Housing & Economic Development Committee, Councilor Spencer Thibodeau, Chair

The Housing & Economic Development Committee met on April 6, 2021 and voted 4-0 to recommend City Council approval of a Purchase and Sale Agreement with Greater Portland Community Land Trust for city-owned property located at 21 Randall Street.

On August 18, 2020, the Economic Development Committee authorized staff to begin to negotiate terms for a Purchase and Sale Agreement with the Greater Portland Community Land Trust (GPCLT) development for the 21 Randall Street property.

The project proposed by the GPCLT, called Back Cove Flats, will be a condominium consisting of the greater of eight three-bedroom and five one-bedroom dwelling units, or the maximum number of units allowed under the current zoning. Each unit will be individually owned while the land will be owned and leased by the GPCLT. The project will maintain affordability for a period of 99 years. The units will be affordable to households earning less than or equal to 120% of the area median income (AMI) (\$121,080 for a family of four based on 2020 Income Limits for the Portland ME Metropolitan Statistical Area). The project will be subject to the requirements of the Inclusionary Zoning Ordinance, which means that 25% of the units will be affordable to households earning less than or equal to 80% of the area median income. The developer intends to finance this project through a variety of sources including traditional bank financing, community lending resources such as the Genesis Fund and CEI, a Community Solutions Grant from Maine State Housing Authority and a possible loan from the City's Housing Trust Fund.

Five affirmative votes are required for passage after public comment.

Order 230-20/21 Approving the Application for Financing through the Land and Water Conservation Fund Act Re: Riverton Trolley Park - Sponsored by Jon P. Jennings, City Manager

The Department of Parks, Recreation and Facilities is partnering with the Portland Parks Conservancy to apply for a Land and Water Conservation Fund (LWCF) federal grant for improvements to Riverton Trolley Park. This federal grant program requires local legislative body (City Council) pre-approval prior to submission. The grant would provide 50% of total project funds. The remaining 50% will be provided locally through future Capital Improvement Plan allocations (subject to approval) and/or private fundraising.

Five affirmative votes are required for passage after public comment.

**Order 231-20/21 Extending the Emergency Resolution to November 1, 2021 -
Sponsored by Kate Snyder, Mayor**

This order extends the Emergency Proclamation and associated provisions to November 1, 2021. Street closures in particular, among other modified regulations, have been found to greatly assist the restaurant businesses enjoying greater outdoor space for their businesses. This order keeps that in place through much of the fall.

Five affirmative votes are required for passage after public comment.

Order 232-20/21 Accepting and Adopting the 2021 Jill C. Duson Housing Trust Fund Annual Plan - Sponsored by the Housing & Economic Development Committee, Councilor Spencer Thibodeau, Chair

The Housing and Economic Development Committee met on February 2, 2021 and voted unanimously (4-0) to forward this item to the City Council with a recommendation for passage.

The Jill C. Duson Housing Trust Fund is established by Section 18.3 of the City's Code of Ordinances. Section 14-489 (e) states that "each fiscal year the city council shall adopt a housing trust fund annual plan" and that the "housing committee of the city council or such other committee as the council shall designate shall conduct public hearings on the recommended plan and refer the matter to the council for action." The plan establishes the priorities in which the current balance of the Housing Trust Fund will be allocated.

The purpose of the Housing Trust Fund is the "...promotion, retention and creation of an adequate supply of housing, particularly affordable housing, for all economic groups and to limit the net loss of housing units in the City." and "To serve as a vehicle for addressing very low, low and median income housing needs...". In an effort to ensure that these purposes are met, the Housing Trust Fund Annual Plan may identify specific priorities that support other city goals and priorities, for example goals from the Comprehensive Plan or the City Council Common Goals.

2021 Priorities:

- Public/private partnerships that create housing units that are affordable to households earning 60% to 100% of the area median income.
- Housing development that supports the Comprehensive Plan goal for development along transit nodes and corridors.
- Encourage developers to participate in the Public Housing Authority's Family Self Sufficiency Program.

Five affirmative votes are required for passage after public comment.

BUDGET ITEMS:

THE CITY COUNCIL WILL HOLD A FIRST READ ON THE FISCAL YEAR 2022 SCHOOL BUDGET AT THIS COUNCIL MEETING (MAY 3) AND WILL ACCEPT PUBLIC COMMENT. THE SECOND READ AND A PUBLIC HEARING ON THE SCHOOL BUDGET WILL BE HELD ON MAY 10 AT 5:00 P.M. THE REFERENDUM ON THE SCHOOL BUDGET WILL BE HELD ON TUESDAY, JUNE 8, 2021.

Portland Board of Public Education Chair Emily Figdor will present the school budget at its first reading on May 3, 2021. Please find the Board of Public Education's recommended budget attached.

Orders 233-20/21 to 239-20/21 are orders required by 20-A M.R.S. §15690 in order to comply with what is known as LD1, a set of state laws passed to control increases in property taxes.

At their April 29, 2021 meeting, the City Council Finance Committee voted 3-0 to approve a \$99,114,406 tax levy for the School Budget that must be submitted to voters. This figure represents an increased tax levy of \$4,775,662 or a 5.1% increase from Fiscal Year 2021. The Portland Board of Public Education had initially recommended a \$6,243,662 increase in their tax levy for Fiscal Year 2022. If the change made by the Finance Committee is approved by the full City Council the Board of Public Education must determine whether to reduce requested expenditures, increase requested revenues, or do a combination of both to meet the approved tax levy.

Order 233-20/21 Approving State/Local EPS Funding Allocation for Public Education from Kindergarten to Grade 12 for Portland Public Schools for Fiscal Year 2022 - Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Chair

This order provides \$77,010,122 as the amount determined by state law to be the minimum amount the city must appropriate in order to receive the full amount of state funding under the Essential Programs and Services Funding Act.

This order requires the city to raise \$77,010,122 as the city's contribution to the total cost of funding public education from K-12 as described in the EPS law. The City's Tax levy based on the budget submitted by the Portland Board of Public Education for the total for school budget programs of \$125,154,700 will be \$100,582,406.

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

Order 234-20/21 Order Approving Non--State Funded School Construction Debt Service for Portland Schools for Fiscal Year 2022 -- Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair

Non-state funded debt service is the amount of money needed for the annual payments on the City's long-term debt for major capital school construction projects and portions of school construction projects that are not approved for state funding. The bonding of this long-term debt was previously approved by the voters or the City Council.

This order appropriates \$385,252 for the annual payments on debt service previously approved by the voters or the City Council for non-state (local-only) funded school construction projects. The state no longer includes minor capital projects in this calculation.

The \$385,252 is in addition to the funds appropriated as the EPS required local share (amount of the city's contribution to the total cost of funding public education from kindergarten to grade 12).

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

Order 235-20/21 Order Raising and Appropriating Additional Local Funds for Portland Schools for Fiscal Year 2022 -- Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair

This order appropriates \$21,217,396 in additional city funds over and above regional Essential Programs and Services amount and the non-state funded debt service amount.

This exceeds the EPS funding model by \$21,217,396 and is needed to cover the School Department's costs that the state's funding model does not recognize or recognize fully, including costs to maintain class size; Special Education costs; Regular Instruction costs; Facilities Maintenance costs to address deferred maintenance; technology costs; transportation costs; professional development costs; debt service for pension obligation; and debt service capital renovation costs.

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

Order 236-20/21 Approving Total School Operating Budget For Portland Schools for Fiscal Year 2022 -- Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair

This order is required by 20-A M.R.S.A. §15690(4)(A). It sets the School Budget required by state law. The total amount recommended for that budget is \$118,755,817.

That is the amount based on the budget submitted by the Portland Board of Public Education and would be sent to the voters for approval at a citywide Referendum Election on June 8, 2021. \$98,612,770 of the \$118,755,817 would come from property taxes, \$17,818,900 would come from state subsidy, and \$2,324,147 from other revenues.

This order does not provide money unless the other General Fund budget orders are passed.

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

Order 237-20/21 Appropriating and Raising Funds for Adult Education for Fiscal Year 2022 as Required by the Maine Revised Statutes, Title 20-A M.R.S. §8603-A(1) -- Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair

This order appropriates \$2,575,752 for Adult Education for Fiscal Year 2021-2022 and raises the sum of \$1,783,513 as the local share with authorization to expend any additional, incidental, or miscellaneous receipts in the interest and for the well-being of the adult education program.

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

Order 238-20/21 to Raise and Appropriate Local Funds for Food Service in the Portland Public Schools for Fiscal Year 2022 -- Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr., Chair

This order raises and appropriates \$186,123 for the Food Service Program for Fiscal Year 2021-2022. The Portland School Department is authorized to expend any unexpended balances and additional, incidental or miscellaneous receipts in the interest and for the well- being of the food service program.

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

Order 239-20/21 Order Authorizing the Disposition of Any Additional State Subsidy Received for Portland Schools in Fiscal Year 2022 -- Sponsored by the Finance Committee, Councilor Nicholas M. Mavodones, Jr. Chair

Disposition of Any Additional State Subsidy Received: In the event that Portland Public Schools receives more state education subsidy than the amount included in its budget, that the City authorizes the Portland Board of Education to use all or part of the additional state subsidy to increase expenditures for school purposes in cost center categories approved by the Portland Board of Education, subject only to approval by the City Council.

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

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

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Webinar ID: 815 1647 8955

Passcode: 571567

International numbers available: <https://us02web.zoom.us/j/81516478955?pwd=NHhGckt3ZFE3bXp2NTYveUZSeG12Zz09>

PLEDGE OF ALLEGIANCE:

ROLL CALL:

Mayor Snyder called the meeting to order at 5:05 P.M. (All Councilors Present).

ANNOUNCEMENTS:

Mayor Snyder announced that the School Board Chair will be conducting a presentation on the proposed School Budget at the May 3, 2021 City Council Meeting.

RECOGNITIONS:

SPECIAL MEETING:

Motion was made by Councilor Ray and seconded by Councilor Chong to recess the meeting of the City Council and convene the Special Meeting of the Corporation of the Portland Fish Pier Authority. Passage 9-0.

Special Meeting of the Corporation of the Portland Fish Pier Authority

**Order 206-20/21 Appointing Portland Fish Pier Authority Board Members -
Sponsored by Kate Snyder, Mayor**

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

Motion was made by Councilor Dion and seconded by Councilor Ray to adjourn the Special Meeting of the Corporator of the Portland Fish Pier Authority and reconvene the regular meeting of the City Council. Passage 9-0.

APPROVAL OF MINUTES OF PREVIOUS MEETING:

Approval of the Draft City Council Meeting minutes of April 5 and April 12, 2021

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

PROCLAMATIONS:

Proc 11-20/21 Declaring April 2021 as Genocide Awareness and Prevention Month - Sponsored by Pious Ali, Councilor

Proc 12-20/21 Recognizing April 2021 as Arab-American Heritage Month - Sponsored by Pious Ali, Councilor

CONSENT ITEMS:

Order 207-20/21 Accepting a Pedestrian Signal Pole Easement at 1210 Brighton Avenue from Portland Hotels, Inc. - Sponsored by Jon P. Jennings, City Manager

Order 208-20/21 Granting the Maine Department of Transportation a Temporary Construction License Re: Congress Square Intersection - Sponsored by Jon P. Jennings, City Manager

Order 209-20/21 Appointing April D. Fournier to the Portland Public Art Committee - Sponsored by Kate Snyder, Mayor

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

LICENSES:

Order 210-20/21 Granting Municipal Officers' Approval of City of Portland dba

Troubh Ice Arena. Application for an Indoor Entertainment at 225 Park Avenue - Sponsored by Jon P. Jennings, City Manager

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

Order 211-20/21 Granting Municipal Officers' Approval of J & B Food Services LLC dba Cheese Louise. Application for a Class I FSE at 363 Fore Street - Sponsored by Jon P. Jennings, City Manager

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

Order 212-20/21 Granting Municipal Officers' Approval of Mosca LLC dba Wayside. Application for a Class I FSE with Outdoor Dining on Private Property at 747 Congress Street - Sponsored by Jon P. Jennings, City Manager

Motion was made by Councilor Mavodones and seconded by Mayor Snyder to amend Order 212 by deleting "Private" and adding "Public" Property. Passage 9-0.

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

Order 213-20/21 Granting Municipal Officers' Approval of The Coast Watch & Guiding Light Navigation Co Inc dba Portland Discovery Land and Sea Tours. Application for a Combined Entertainment License at 170 Commercial Street - Sponsored by Jon P. Jennings, City Manager

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

Order 214-20/21 Granting Municipal Officers' Approval of Fathom CC LLC dba Canopy Portland Waterfront. Application for a Class IA FSE with Indoor Entertainment and Outdoor Dining on Private Property at 9 Center Street - Sponsored by Jon P. Jennings, City Manager

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

Order 215-20/21 Granting Municipal Officers' Approval of BW Stadium LLC dba Binga's. Application for a Class XI FSE with Outdoor Dining on Private Property at 949 Forest Avenue - Sponsored by Jon P. Jennings, City Manager

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

Order 216-20/21 Granting Municipal Officers' Approval of Apres, LLC dba Apres. Application for a Class A Lounge with Combined Entertainment and Outdoor Dining on Private Property at 148 Anderson Street, with zoning conditional use limited to not more than 10% of beers produced offsite - Sponsored by Jon P. Jennings, City Manager

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

Order 217-20/21 Granting Municipal Officers' Approval of Bissell Brothers Brewing Co LLC dba Bissell Brothers. Application for a Class III & IV FSE with Outdoor Dining on Private Property at 38 Resurgam Place - Sponsored by Jon P. Jennings, City Manager

Councilor Thibodeau recused himself, as his employer has done work in the area in which this company is located.

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

Order 218-20/21 Granting Municipal Officers' Approval of Cellardoor Winery Inc dba Cellardoor Winery Portland. Application for a Winery On Premise License at 127 Middle Street - Sponsored by Jon P. Jennings, City Manager

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

Order 219-20/21 Granting Municipal Officers' Approval of Experience Maine LLC dba Experience Maine Market. Application for a Class I FSE at 5 Commercial Street - Sponsored by Jon P. Jennings, City Manager

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

Order 220-20/21 Granting Municipal Officers' Approval of Vino Bodega, Inc dba Silly's. Application for a Class III & IV FSE with Outdoor Dining on Public Property at 68 Washington Avenue - Sponsored by Jon P. Jennings, City Manager

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

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

RESOLUTIONS:

Resolve 8-20/21 Adopting the Fiscal Year 2022 Annual Action Plan including appropriations For the Community Development Block Grant Program, HOME Program, and Emergency Solutions Grant Program and Approving a Substantial Amendment to the 2016-2020 Housing and Urban Development Consolidate Plan and 2019-2020 Annual Action Plan and Certifications Pertaining Thereto - Sponsored by Jon P. Jennings, City Manager

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

Resolve 9-20/21 Endorsing a National, Revenue-Neutral Carbon Fee-and-Dividend Policy - Sponsored by Kate Snyder, Mayor

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

ORDERS:

Order 221-20/21 Approving Amendments to Loan Terms re: Iris Park Apartments - Sponsored by the Housing & Economic Development Committee, Councilor Spencer Thibodeau, Chair

Motion was made by Councilor Thibodeau and seconded by Councilor Ray for passage. Motion failed 0-9 (Fournier, Mavodones, Dion, Ali, Zarro, Ray, Thibodeau, Chong, Snyder).

Order 222-20/21 Approving the Agreement between the Maine Department of Transportation and the City of Portland Re: Veranda Street - Sponsored by Jon P. Jennings, City Manager

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

Order 223-20/21 Receiving and Referring to the Finance Committee the City Manager's Fiscal Year 2022 Budget Estimate and Setting a Public Hearing Thereon - Sponsored by Jon P. Jennings, City Manager

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

Order 224-20/21 Accepting and Referring the Final Report of the Racial Equity Steering Committee to the Committee on Health & Human Services and Public Safety - Sponsored by Kate Snyder, Mayor

Motion was made by Councilor Ray and seconded by Councilor Fournier to amend Order 224 by deleting "Committee on Health & Human Services and Public Safety" and adding "City Council Workshop". Passage 9-0.

Motion was made by Councilor Ali and seconded by Councilor Mavodones for passage as amended. Passage 9-0.

Order 225-20/21 Accepting and Appropriating an Anonymous Donation of \$2,500 toward the Community Needs Fund - Sponsored by Jon P. Jennings, City Manager

This is its first reading.

AMENDMENTS:

Order 226-20/21 Zoning Map Amendment Re: B-1 to B-2 in the Vicinity of Congress and Douglass Streets and Massachusetts Avenue - Sponsored by the Planning Board,

Brandon Mazer, Chair

This is its first reading.

Motion was made by Councilor Fournier and seconded by Councilor Ali to adjourn.
Passage 9-0, at 8:16 PM.

A TRUE RECORD

Katherine Jones, City Clerk

**CITY OF PORTLAND
IN THE CITY COUNCIL**

**PROCLAMATION DECLARING MAY 5TH, 2021
MISSING AND MURDERED INDIGENOUS WOMEN'S DAY**

WHEREAS, the City of Portland stands in solidarity with our Maine tribal, regional, state and national governments to recognize this epidemic and support a National Day of Awareness for Missing Native American Women; and

WHEREAS, 4 out of 5 Native American and Alaska Native women have experienced violence in their lifetime; and

WHEREAS, as of 2016, there were over 5,700 known incidents of missing and murdered Indigenous women, and that is estimated to be only half of all cases nationally due to unreported and misclassified cases; and

WHEREAS, in 2017, the U.S. Centers for Disease Control and Prevention identified homicide as the third leading cause of death for Native American women and girls between the ages of 1-44; and

WHEREAS, while just 0.2% of the population of the City of Portland and 0.7% of the population of Maine are Native American or Alaska Native, Native American women and girls are murdered or go missing at a higher rate than any other ethnic group in the United states; and

WHEREAS, the disappearances and murders of Native American women and girls directly correlate to the issues of domestic violence, sexual assault, or human trafficking.

NOW, THEREFORE, BE IT RESOLVED, that I, Kathleen Merchant Snyder, Mayor of the City of Portland, Maine and members of the Portland City Council do hereby declare May 5, 2021 Missing and Murdered Indigenous Women's Day.

Signed and sealed this 5th day of May 2021

Kathleen M. Snyder, Mayor



City of Portland, Maine

Sources:

2021. National Indigenous Womens Resource Center (NIWRC.org)

2020. Operation Lady Justice, US Department of Justice (operationladyjustice.usdoj.gov)

MEMORANDUM
City Council Agenda Item

FROM:

DATE: April 2, 2021

SUBJECT: Order 227-20/21 Appointing Members to Various Boards and Commissions -
Sponsored by the Nominating Committee, Councilor Pious Ali, Chair

SPONSOR: Nominating Committee, Councilor Pious Ali, Chair

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

The Nominating Committee met on March 29, 2021 and voted (4-0) to send forward the following recommendations to the Various Boards and Commissions:

Avery Kamila, Pesticide Management Advisory Committee, exp. 06/30/2024

Marie Gray, Parks Commission, exp. 06/30/2024

Ana Lagunez, Parks Commission, exp. 06/30/2024

Beth Rabbitt, Parks Commission, exp. 06/30/2022

Steven Bentsen, Parks Commission, exp. 06/30/2024

Michael Catania, Parks Commission, exp. 06/30/2024

Stephen Bither, Board of Assessment Review, exp. 09/23/2024

Chase Hewitt, Board of Assessment Review, exp. 09/23/2024

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

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

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Boards and Appointments by Nominating Comm 5.3.2021
2. May 3, 2021 Resumes
3. Memo to City Council for appointments May 2021

Prepared by:

Date: 4/2/2021

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

MARK DION (5)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER APPOINTING MEMBERS OF
VARIOUS BOARDS AND COMMISSIONS**

ORDERED, that the City Council hereby appoints the following members of the Boards and Commissions listed:

Name	Board and Committee	Expiration
Avery Kamila	Pesticide Management Advisory Committee	06/30/2024
Marie Gray	Parks Commission	06/30/2024
Ana Lagunez	Parks Commission	06/30/2024
Beth Rabbitt	Parks Commission	06/30/2022
Steven Bentsen	Parks Commission	06/30/2024
Michael Catania	Parks Commission	06/30/2024
Stephen Bither	Board of Assessment Review	09/23/2024
Chase Hewitt	Board of Assessment Review	09/23/2024

Portland
Maine

View Google ads here

Katherine Jones <klj@portlandmaine.gov>

PMAC application

1 message

Avery Yale Kamila [REDACTED] >
To: Katherine Jones <klj@portlandmaine.gov>

Wed, Feb 24, 2021 at 6:20 AM

Feb. 24, 2021

Appointments Committee Chair
Portland City Hall
389 Congress Street
Portland, ME 04101

Dear Appointments Committee Chair and Members,

I'm writing to request that you consider me for reappointment to the Pesticide Management Advisory Committee.

I have served on the PMAC since its inception, when I was elected by the other PMAC members to join Troy Moon as the public member on the Waiver Committee. I am accredited in organic land care from the Northeast Organic Farming Association, and I'm a long-time member of the Maine Organic Farmers and Gardeners Association. Since 2015, I have helped build a coalition of more than 2,000 Portland residents concerned about urban pesticide use and worked to educate residents of Greater Portland about organic land care and the public health risks of synthetic pesticides.

Last year, another PMAC member and I created a Guide to Organic Pesticide Management Practices, which was printed by the city and distributed to pesticide retailers, posted to the city's website and shared with other municipalities.

In addition, I work as a journalist, and I hold a B.S. in environmental science from the SUNY, College of Environmental Science and Forestry at Syracuse University. One of my first jobs upon graduation was organizing composting workshops for Litchfield residents at the small, organic farm in that town where I grew up.

I moved to the West End in 1997, later moving to Deering Center and then to the Eastern Prom. Since 2004, my family and I have lived in the Bayside neighborhood.

Thank you for considering my application. I've attached a copy of my resume.

Sincerely,

Avery Yale Kamila
[REDACTED]
[REDACTED]
[REDACTED]

 AYK organic land care resume.pdf
77K

Co-founder, Portland Protectors, Portland, Maine, 2015 to present

- Promote organic land care practices and organize community support for organic land care through networking, presentations to community groups and social media
- Supported the passage by the City Council of one of the country's strongest organic land care ordinances
- Speak about organic land care with local people, residents from across the country and larger groups, including a class of Drew University students in 2020, at the Common Ground Country Fair, at the 2017 Portland March for Science, at the Rally in the Valley at Broadturn Farm, at the 350 Maine Statewide Gathering, and at the 34th annual National Pesticide Forum in 2016

Member, Portland's Pesticide Management Advisory Committee, 2018 to present

- Meet monthly with the committee to review pesticide complaints, create education materials and make recommendations to the Sustainability & Transportation sub-committee when asked to do so
- Serve on the Waiver Committee, review waiver applications and attend waiver hearings

Citizen representative, Portland Pesticide & Fertilizer Task Force, May 2016 to Feb. 2017

- Reviewed all the pesticide ordinances in Maine and dozens in other states
- Contacted land care professionals to find out how they determine what products are allowed under the National Organic Program
- Attended every meeting

Columnist, Portland Press Herald/Maine Sunday Telegram, Portland, Maine, 2014 to present

- Write the Vegan Kitchen column for the Maine Sunday Telegram, covering the latest news about plant-based food

Staff writer, Portland Press Herald/Maine Sunday Telegram, Portland, Maine, 2009 to 2013

- Wrote the award-winning Natural Foodie column for the Wednesday food section covering organic food and farming

- Wrote for the features department, including the weekly entertainment magazine and a variety of blogs, and produced enterprise pieces for the front page and news section when needed
- Worked as part of an award-winning investigative team that explored a large meat recall at a local supermarket
- Won a first place New England Press Association award for the Twitter account: AveryYaleKamila

Staff writer, MaineToday Media, Maine Community Publications, Falmouth, Maine, 2004 to 2009

- Covered arts and entertainment for The Maine Switch magazine
- Wrote local news pieces about Falmouth, Cumberland, Yarmouth, North Yarmouth and Freeport for The Community Leader

Public relations manager, 1995 to 2002, various locations

- Managed communications, media outreach and event coordination for Maine Medical Center in Portland, Maine; United Publications in Yarmouth, Maine; the Institute for Global Ethics in Camden, Maine; and Save Our State in Raleigh, North Carolina.

EDUCATION

SUNY, College of Environmental Science and Forestry at Syracuse University, Syracuse, New York

Environmental Policy and Management, BS with honors, Magna Cum Laude
September 1993 - May 1995, GPA 3.5

S. I. Newhouse School of Public Communication, Syracuse University, Syracuse, New York

Writing for Television, Radio and Film
September 1991- May 1993, GPA 3.8

Honors: Syracuse University Honors Program, Phi Kappa Phi and Phi Eta Sigma honor societies

[REDACTED]
Portland, Maine 04101
[REDACTED]

Katherine Jones
Portland City Clerk
Portland City Hall
389 Congress Street
Portland, Maine 04101

Dear Ms. Jones,

Please accept my request to be reappointed as the Friends of Deering Oaks representative to the Portland Parks Commission. My resume is enclosed with this letter.

I have served as the FoDO representative since 2018 and in that time I have been privileged to serve with other community members who are ardent believers in the value of parks to a community. I am committed to ensuring that our parks continue to serve as neutral, safe gathering places for individuals and families to enjoy. I am also committed to ensuring that our parks are safe, attentively maintained and nourished. In assessing any of our parks, I use the Twelve Year Old Standard, namely: *That any 12 year old should be able to use safely any part of any of Portland's parks at 2:30 in the afternoon.*

The Parkside neighborhood is densely populated and it is not an overstatement to say that Deering Oaks is the back yard for many individuals and families. It is a place where school sports are played, families gather for picnics, people walk and jog through its pathways, children play in the wading pool, farmers display and sell their products. Recently, the Oaks has also seen some disturbing activity, which must be addressed thoughtfully and proactively if the Twelve Year Old Standard is to be met.

Finally, I am the doting grandmother of 2 amazing grandchildren, ages 11 and 9, and I have spent countless hours enjoying Prospect Park and Greenwood Playground in Brooklyn, New York. If I weren't an advocate of parks before this experience, I certainly would be after seeing what love, concern, and advocacy can do for this essential part of a city's infrastructure.

I am available to discuss my qualifications for continuing as a Parks Commissioner in more detail and I look forward to your response.

Very truly yours,

Marie L. Gray

Marie Long Gray
[REDACTED]
Portland, Maine 04101
[REDACTED]
[REDACTED]

RETIRED: August 2009

PRIOR EMPLOYMENT HISTORY:

DEPARTMENT OF HEALTH AND HUMAN SERVICES, REGION 1, Portland, Maine

- ***Mental Health Program Coordinator***, June 2008-August 2009
- ***Director of Regional Homeless Initiatives***, March 2007 –May 2008
- ***Director of Program Development***, January 2001 – February 2007
Responsible for the planning, development and coordination of some of the Regional services provided by State staff and/or community-based provider. From 2004 to February 2007, this work had a particular focus on Departmental services provided to homeless populations
- ***Acting Assistant Regional Director***, May 1999-December 2000
- ***Care Coordinator***, October 1998 –May 1999
Worked extensively with adult and children mental health service providers in York and Cumberland counties to coordinate services and respond to the needs and wants of the consumers, families and communities

PORTLAND WEST (RENAMED *LEARNING WORKS*) Portland, Maine

- ***Director of Community Services***, February 1997-October 1998
Responsible for the planning and administration of the *Community Services Division* for a local social service agency. Responsibilities included the financial and programmatic supervision of 40 units of housing, a family literacy program, Neighborhood Arts Access, the Campership Program, a Teen Center, and an agency-community newspaper.
- ***Program Director, EVEN START Family Literacy Program***, April 1995-January 1997
Developed from its inception, and then administered a family literacy program for 25 high-risk families in the Reiche School neighborhood. Supervised a 5 member staff; prepared annual budgets; conducted staff and program evaluations; prepared and submitted grant proposals and annual performance and financial reports

SOUTH PORTLAND HOUSING AUTHORITY, South Portland, Maine

- ***Deputy Executive Director***, February 1992-October 1994
Implemented 2 housing authority initiatives: the Family Self Sufficiency Program and a home ownership program for public housing authority residents; planned and executed the marketing of an elder housing development; prepared and submitted grant applications and annual reports; articulated the housing authority's mission and programs to area businesses, community members, housing authority residents and public bodies; managed the community services department which provided and expedited support services for residents.

NEW ENGLAND REGIONAL COUNCIL OF THE NATIONAL ASSOCIATION OF HOUSING AND REDEVELOPMENT OFFICIALS, Portland, Maine

- ***Regional Service Officer***, June 1987-February 1992
Published quarterly newsletters and annual reports; organized and marketed mid-winter and annual conference, and periodic workshops; provided staff support for Executive Board and regional/national committees; expanded membership base and services; researched topics of Executive Board interest/concern.

PORTLAND HIGH SCHOOL, Portland, Maine

- *Biology Teacher*, 1984-1987
- *Teacher, Dropout Prevention Program*, 1983-84.

PORTLAND PUBLIC SCHOOLS, Portland, Maine

- *Assistant Director, Portland Adult and Community Education*, Sept. 1977-Sept. 1983

UNIVERSITY OF SOUTHERN MAINE, Portland, Maine

- *Director, Urban Adult Learning Center*, July 1974-August 1977
- *Curriculum Coordinator, Urban Adult Learning Center*, November, 1973-June, 1974
- *Instructor/Counselor, Urban Adult Learning Center*, September, 1970-November 1973

COUNCIL FOR TOBACCO RESEARCH, New York, New York

- *Assistant Director of Literature Research*, February, 1968-June, 1970

VOLUNTEER AFFILIATIONS:

- **PARKSIDE NEIGHBORHOOD ASSOCIATION BOARD OF DIRECTORS:** 1989 to the present. Currently serving as treasurer
- **MAINE MEDICAL CENTER** 2009 to the present
- **FRIENDS OF DEERING OAKS BOARD OF DIRECTORS:** 2015 to the present
- **GROUP MAIN STREAM (GMS) BOARD OF DIRECTORS** 2000 to present. Currently serving as Board President

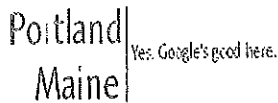
OTHER PROFESSIONAL EXPERIENCE:

- **SMALL BUSINESS OWNER**, March 1986-February 1992
Started and successfully ran a part-time specialty gifts delivery business

EDUCATIONAL BACKGROUND:

- 1995-Present Numerous CEU's earned through a variety of professional activities
- 1985-1987 Eighteen credit hours in advanced mathematics.
Long Island University, New York, in conjunction with Portland Public Schools
- 1974-1982 Fifteen credit hours in the Master's Degree Program in Adult Education,
University of Southern Maine
- 1969-1970 New York University, New York, New York
M.A. Communications in Education
- 1963-1967 Catholic University of America, Washington, D.C.
B.A. Biology

REFERENCES AVAILABLE ON REQUEST



Katherine Jones <klj@portlandmaine.gov>

Application: Parks Commission

1 message

Beth Rabbitt [REDACTED]
To: klj@portlandmaine.gov

Mon, Mar 1, 2021 at 9:52 PM

Dear Nominating Committee Chair:

I am writing to submit my interest in serving on the Parks Commission for Portland. I bring a deep enthusiasm for the mission of the department and am looking for an opportunity to volunteer in the community.

I'm currently the Chief Executive Officer of a national education nonprofit. My interest in the work of the Parks Commission dates back to early in my adolescence, when I first discovered the joy of exploring trails with my father. In college, I served as the head of the trail crew for over 70 miles of the Appalachian Trail, working with the broader Appalachian Mountain Club to help others access and enjoy the wilds of Vermont and New Hampshire. I served as a director of environmental education in Cambridge, MA, leveraging open spaces and public programming across New England to engage students from urban backgrounds, before embarking on my current career supporting the development of education systems across the United States.

Our family moved to Portland in 2020; we were finally able to move north after an extended period in NJ where we were located for my spouse's job. Since this move, we've been out often with our two young daughters on the trail systems around the area. From sledding at Payson to skiing at Riverside to exploring the Oat Nuts trail system near our new home, we're just beginning to get to know the open spaces the city preserves and offers to its residents.

I'm looking to apply my skills to support the continued efforts to conserve, engage, and enhance the open spaces available for residents and the broader community. Thank you for considering my application.

Beth



 2021 0301_BR Resume (general service).pdf
64K

Beth
Rabbitt,
Ed.L.D.

[REDACTED]
Portland, ME 04103
[REDACTED]

Recent Experience

The Learning Accelerator (TLA) / Chief Executive Officer

2013- PRESENT; CEO March 2016-Present; APRIL 2013 - 2016, Partner; NATIONAL (U.S.)

Leader of national nonprofit accelerating transformation of K-12 schooling. Strategic, operational, programmatic, and fundraising management to support student-centered learning innovations. As Partner (prior to 2016), led national research and professional learning strategy.

Touchstone Education / Director of Human Capital, Doctoral Resident

JUNE 2012 - APRIL 2013; NEWARK, NJ

Developed talent systems to support the launch of new school system. Completed original doctoral research on competency-based teacher development models.

Harvard University / Founding Innovation Lab Fellow, Program Director

SEPTEMBER 2010 - JULY 2012; CAMBRIDGE, MA

Launched a new initiative at Harvard University to foster social entrepreneurship across institutions, leading to new permanent funding and ongoing programs.

Education Resource Strategies / Summer Associate, Consultant

JUNE 2011 - APRIL 2012; WATERTOWN, MA

Consulted to school systems on strategic resource allocation and school turnaround strategies.

NewSchools Venture Fund / Associate Partner

AUGUST 2006 - JUNE 2010; BOSTON, MA

Provided philanthropic support and management assistance to education entrepreneurs.

Education

Harvard Graduate School of Education / Ed.L.D, Education Leadership

AUGUST 2010 - MAY 2013, CAMBRIDGE, MA USA

Gant Family Foundation Fellow; Teaching Fellow (Entrepreneurship in Education)

Dartmouth College / B.A., Psychology and Brain Sciences

SEPTEMBER 2000 - JUNE 2004, HANOVER, NH USA

Cum Laude/Highest Departmental Honors; Presidential Scholar; Class of '61 Research Fellow; Sigma Xi Science Honors; Benjamin Banneker '69 Award; Nickerson '64 Psychology Prize
Chair: Cabin and Trail, Dartmouth Outing Club

Service, Publications, and Other Fellowships

Board Service

- Current: Catalyst:Ed Board (appointed 2018), Innovate EDU Board (appointed 2017), Highlander Institute Board (appointed 2016)
- Past: UNOW Day Nursery School Trustee (2014-2017), Scholar Academies Trustee (2010-2016)

Volunteering

- Wheelworks Multisport Training Director (2008-2010); Sunday River Ski Patrol (1999-2002)

Other: Pahara-Aspen Education Fellow, Spring 2020 Cohort

Stephen Bentsen

[REDACTED] 
[REDACTED] 
Portland, Maine 

March 5, 2021

City of Portland
Nominating Committee Chair, c/o City Clerk
389 Congress Street
Portland, Maine 04101

Subject: Parks Commission Application

Dear Sir/Madam,

It is with great enthusiasm that I submit my application for a position on the City of Portland Parks Commission. As a relatively recent transplant to Portland, I was thrilled to see this opportunity to assist in the maintenance and improvement of a thriving, vibrant and healthy city by providing input on such a critical resource.

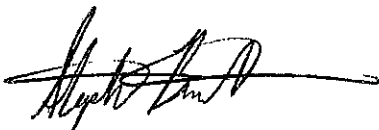
After hearing great things about Portland for so many years and desiring a smaller city to raise our family in and be closer to our extended family, we relocated here from Seattle in 2019. Since we were moving cross-country, we decided to make the journey more exciting by traveling westward around the world for seven months. We've now been here for almost two years and call Portland home.

My desire to live in Portland was driven by the City's commitment to providing healthy living spaces for its residents and visitors, its proximity to natural beauty and the plethora of outdoor opportunities. We have been lucky enough to enjoy the City's green space offerings and have been impressed with the multitude of parks that are interconnected with a trail system that has subsisted even with the multi-user groups that all take part in it. The ability for these trails and parks to function with so many interests and users is a testament to the City's dedication to valuing these spaces.

I worked as an environmental consultant for many years in Seattle and am currently a project manager at a small multi-disciplinary A/E firm located in Portland. Solving complex problems is at the heart of what I do and balancing the City's needs and varying interests and determining best how to manage the City's resources for Parks is, to state it lightly, a complex problem. I look forward to bringing forth ideas for the City's parks, learning about the City's process, evaluating citizen input and formulating recommendations to keep the City of Portland the wonderful place it is.

I appreciate your consideration and look forward to hearing from you.

Sincerely,



Stephen Bentsen
[REDACTED]
[REDACTED]

STEPHEN BENTSEN

Professional civil/environmental engineer excelling in project management, specialized site development, design alternative development and analysis, remediation, stormwater treatment, and construction management. Highly experienced delivering strategic solutions integrating business goals with regulatory obligations, while managing risk, budgets and schedule.

AREAS OF EXPERTISE

Group Facilitation	Regulatory Agency Negotiation	Value Engineering
Design Alternative Analysis	Uplands and Sediment Remediation	Cost Estimating
Construction Management	Stormwater Treatment	Owner's Representative
Project Scheduling	Litigation Support	Permitting

PROFESSIONAL EXPERIENCE

Colby Company Engineering, Portland, Maine – Project Manager, June 2019 to present. Led projects at A/E firm from conception to construction for industrial and government clients. Produced designs that met client needs, met code and were within budget.

Army Corps. Of Engineers, New Hampshire and Massachusetts

- Managed teams for designs of \$5-15M additions and renovations on Air National Guard Bases and Research Facilities
- Facilitated design charrettes with design teams and multiple user groups to develop solutions to meet current and future needs for facility users and comply with site- and user-specific security and environmental requirements

United States Coast Guard, New York and Massachusetts

- Provided inspection, scope development, design and construction services for renovations of USCG housing units
- Developed construction design packages at multiple stages of completion for client review. Assisted client throughout bidding, contracting and construction process. Addressed field issues during construction and coordinated solutions

Floyd/Snider, Seattle, Washington – Associate Principal and Senior Engineer, March 2003 to October 2018. Managed multiple projects for industrial clients to meet environmental obligations, site development goals, operational requirements and long-term objectives. Acted as owner's representative for regulatory negotiations, design, permitting and construction management.

Vigor Shipyards, Seattle, Washington and Portland, Oregon

- Provided environmental services to Vigor Shipyards since 2003, including design, engineering and construction management services for a \$20M Superfund dredging and restoration project and a 400,000-gallon oil recovery system
- Developed site-wide alternatives for treating stormwater at the facility, managed design and construction of a dockwater sand filtration treatment system and negotiated with federal, state and county regulators

SSA Marine Container Terminals 18 and 25/30, Seattle, Washington

- Led multi-discipline team for a 6-year phased installation of a stormwater treatment system for 120+ acres of Terminal 18 totaling \$25M+ constructed on an active container terminal within a Superfund Site on schedule
- Evaluated and selected appropriate stormwater treatment technologies for site-specific contaminants and conditions, prepared construction documents, led permitting efforts, and provided construction management services

Harris Avenue Shipyard, Fairhaven, Washington

- Led the development of a Remedial Investigation/Feasibility Study (RI/FS) and Interim Action at a working shipyard. Provided strategic support to the Port for the remedy to meet their development and growth goals for Bellingham Bay
- Negotiated and managed a \$11.5M Interim Action including demolition and replacement of a 350-foot pier, excavation and capping and dredging of contaminated material, constructing habitat restoration areas and site upgrades

EDUCATION AND CREDENTIALS

Licensed Professional Engineer – Maine, New Hampshire, Washington (inactive), and Oregon (inactive)

Seattle University – Bachelors of Science, Civil/Environmental Engineering

State University of New York at Buffalo – Bachelors of Art, Legal Studies

To the Appointments Committee—

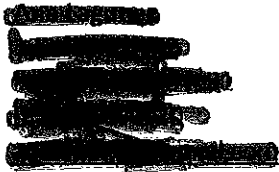
It's been an honor and a pleasure to serve on the Parks Commission for the past three years, and I am seeking reappointment for another term.

I've appreciated the opportunity to support commission activities such as coordinating our annual Greenspace Gathering, weighing in on capital improvement project requests, contributing edits to the Baxter Trail signage project, brainstorming ways that residents and businesses might assist the parks due to COVID-related budget cuts, gaining knowledge of master plans for various parks, and liaising with neighbors on the Baxter Woods leash law.

Moving forward, I would be grateful to assist with more comprehensive outreach initiatives to extend beyond our "Friends of the Parks" groups to underserved communities, including integrating their suggestions into a more formal rubric for assessing CIP requests. I hope to continue discussing possibilities for new partnerships to stand up additional community gardens, add signage about lesser-known/place-based histories, and install artwork created by local BIPOC artists throughout our parks.

I appreciate your consideration and look forward to continued contribution to my community as a Parks Commissioner.

Sincerely,

A block of text that has been completely redacted with black ink, obscuring the signature and any accompanying text.

Ana Lagunez

Education

BACHELOR OF ARTS | CARLETON COLLEGE | MAY 2008

- Magna cum laude major in American Studies, minor in Spanish

Work Experience

VICE PRESIDENT OF PROFESSIONAL SERVICES | CSI HEALTHCARE IT | DEC 2019-PRESENT

- Direction and oversight of healthcare IT system implementations at multiple hospital organizations
- Management of hundreds of employees and client staff to design and complete complex IT projects

INDEPENDENT HEALTHCARE IT MANAGEMENT CONSULTANT | JAN 2012-DEC 2019

- Developed scope, budget, design, and change management strategies for dozens of IT installations
- Configured technical build and quality assurance checks to support 24/7 healthcare IT functions

ELECTRONIC MEDICAL RECORD INSTALL PROJECT MANAGER | EPIC | JUL 2008-DEC 2011

- Developed system requirements, project plans for software transitions across hospital organizations

Volunteer Experience in Maine

- **CITY OF PORTLAND PARKS COMMISSION | AUG 2018-PRESENT**
 - Appointed commissioner to collaborate on community outreach, park enhancements and events
- **MAINE INITIATIVES | 2016-2019**
 - Committee member to select grant recipients for diverse, community-based social justice groups
- **MAINE HEALTH ACCESS FOUNDATION | 2017**
 - Committee member to select grants for organizations improving access to quality healthcare
- **OPPORTUNITY ALLIANCE | 2015-2017**
 - Board member on Data Advisory Board to develop information collection and reporting processes
- **MAINE ACCESS IMMIGRANT NETWORK | 2016**
 - Tutor for English and adult education curriculum for recent immigrants
- **CENTER FOR RESTORATIVE JUSTICE | 2015-2017**
 - Volunteer coordinator to establish Maine-specific restorative justice programs for youth
- **VOTER EDUCATION BRIGADE | 2015-2016**
 - Communications chair to coordinate voter guide content, design, media and distribution plans
- **CREATIVE PORTLAND | 2014-2015**
 - Volunteer for First Friday Art Walk Committee to provide organizational and outreach support

Skills

PROJECT MANAGEMENT: Development and coordination of project plans for large-scale IT installations

ORGANIZATION: Development of communication plans, documentation systems, and report standards

LANGUAGES: English (native), Spanish (near-native, fluent)

Michael Catania
[REDACTED]
Portland, Maine 04102

March 2, 2021

Nominating Committee Chair
City of Portland
c/o City Clerk
389 Congress Street
Portland, Maine 04101

To Whom It May Concern:

I am writing to transmit my application for appointment to a vacancy on the Parks Commission. My resume is attached for your consideration.

As a relatively new resident of Portland, I am sincerely interested in getting involved as a volunteer in the operations of the Park Commission. I currently live in the Stroudwater section of the City, where my wife and I purchased a home in October of 2019. We moved here full time upon my retirement in March of 2020.

As you will see from my resume, my environmental career of my than 46 years has included significant land acquisition and land management responsibilities, particularly at the local and state levels, both in government and in the land trust and conservation community. I have personally led efforts over the course of many years at NJDEP, The Nature Conservancy, the Schiff Natural Lands Trust, the New Jersey Natural Lands Trust, Conservation Resources, and Duke Farms to both acquire and manage over 50,000 acres of land for both conservation and recreation purposes, and I have substantial experience with creating and managing complex public/private partnerships with multiple funding sources to complete land acquisition, stewardship and restoration transactions, as well as with the day to day management of open space and recreation areas. I would very much like to have the opportunity to use this experience to assist the City of Portland as my new home!

Thank you in advance for your consideration of my application, and I look forward to hearing from you.

Sincerely,


Michael Catania

MICHAEL CATANIA

Portland, Maine 04102

EDUCATION

- J.D. Rutgers School of Law - Camden, New Jersey
December 1980
- M.A. Rutgers Graduate School of Political Science
Rutgers University, New Brunswick, New Jersey
June, 1975
- B.A. Livingston College, Rutgers University
New Brunswick, New Jersey
June, 1973

BAR ADMISSIONS

- 1981 New Jersey, and U.S. District Court for New Jersey

HONORS, AWARDS and CERTIFICATES

- 2016 Thirty Leaders for Thirty Years Award – Lead NJ
- 2014 Pine Barrens Hall of Fame Award
- 2009 Governor's Environmental Excellence Award – Land Preservation
- 2008 Outstanding Forest Steward – NJDEP Forest Stewardship Program
- 2006 Vuocolo Award for Outstanding Contributions to Forestry in New Jersey –
NJ Forestry Association
- 1999 Best of New Jersey Award (Environment) - New Jersey Monthly Magazine
- 1986 Program on Negotiation, Harvard Law School
- 1984 Program for Senior Executives in State and Local Government,
John F. Kennedy School of Government, Harvard University
- 1973-1974 Eagleton Fellowship, Eagleton Institute of Politics, Rutgers University
- 1973 Pi Sigma Alpha, The National Political Science Honor Fraternity
- 1970 Valedictorian, John F. Kennedy High School, Willingboro, New Jersey

PROFESSIONAL EXPERIENCE

March, 2013 to March, 2020

Executive Director, Duke Farms

Responsible for the day-to-day management of a 2,742-acre property with a mission of stewardship and sustainability, which is open to public visitation. Supervise all Duke Farms staff and oversee operations, which include the following functions: visitor services; education; stewardship and ecological restoration, and sustainable agriculture.

July 2003 to March, 2013:

Founder, President and General Counsel, Conservation Resources Inc.

Direct all technical and financial assistance programs, and supervise a staff of 5, for a unique conservation finance intermediary organization with an annual operating budget of \$450,000, which has already helped more than 65 non-profit organizations and dozens of public agencies secure more than \$115 million for land preservation, stewardship and restoration projects which have preserved or restored more than 22,500 acres.

June 1991 – July 2003

Executive Director - The Nature Conservancy of New Jersey

Directed all land acquisition, stewardship and fundraising activities of the NJ Chapter of The Nature Conservancy, established and supervised four offices with a total staff of 45, and an annual operating budget of \$4 million and an annual land acquisition budget of \$5-10 million. Served as liaison with other non-profit organizations and federal, state, and local public agencies. Acquired more than 45,000 acres and created/managed a system of 36 nature preserves throughout New Jersey. Also, substantially involved as a senior manager in the preparation and implementation of multi-state ecoregional plans, as well as conservation strategies and large conservation projects in Mexico, Bahamas and Brazil.

July 1990 - July 1991 and July 1989 – January 1990

Visiting Professor - Eagleton Institute of Politics, and Cook College, Rutgers University

Taught undergraduate and graduate classes on environmental law, policy and politics. Served as Project Director for Environmental Policy in the 1990s Project.

January, 1990 - June, 1990 and February, 1986 - June, 1989

Deputy Commissioner - NJ Department of Environmental Protection

Directed a staff of 4,000 people and managed an annual operating budget in excess of \$200 million and an annual capital budget of over \$800 million under two Governors and three Commissioners. Exercised day-to-day oversight of the planning, implementation, and direction of the technical, legal, and administrative programs of the NJDEP; supervised all operating divisions of the Department, which included: Environmental Quality; Water Resources; Solid Waste; Parks and Forestry; Fish, Game and Wildlife; Green Acres; Coastal Resources; Personnel; Financial Management, Planning and General Services; Hazardous Waste Management; Hazardous Site Mitigation; Regulatory Affairs; and Science and Research.

July, 1982 - February, 1986

Director - Office of Regulatory Services, NJ Department of Environmental Protection

Supervised departmental legal staff of 36 attorneys and 12 support staff; prepared and reviewed proposed regulations, legislation, contracts, leases, ethics opinions, hearing officer reports, and enforcement documents; negotiated administrative consent orders; and directed litigation strategy and litigation referrals to the Attorney General.

June, 1974 - July, 1982

Office of Legislative Services, New Jersey Legislature

September, 1980 - July, 1982

Supervising Research Associate - Energy, Agriculture and Environment Team
 Supervised a staff of 6 professionals and 3 clericals; prepared research memoranda, legislation, amendments and committee statements, and coordinated committee meetings, hearings and negotiations with the executive branch and various interest groups for both the Senate and General Assembly in these subject areas. Drafted many of NJ's landmark laws in areas of energy, environment and agriculture, including the Pinelands Protection Act, the Water Supply Management Act, the Spill Compensation and Control Act, the Department of Energy Act, the Hazardous Waste Facilities Siting Act, the Natural Areas System Act, the Wild and Scenic Rivers System Act, the Conservation Easement and Historic Preservation Restriction Act, as well as several of the Green Acres Bond Acts.

January, 1979 - July, 1982

Committee Staff - Senate Energy & Environment Committee

June, 1974 - December 1978

Committee Staff - Assembly Agriculture & Environment Committee

OTHER ACTIVITIES

2017 – 2018	Member, Transition Team for Governor Phil Murphy
2017 – 2020	Trustee, Sustainable Jersey
2014 – 2020	Trustee and Environment Committee Chair, Victoria Foundation
2012 - 2018	Member, Leadership Group, Facing Our Future
2011 - 2020	Co-Chair, New Jersey Climate Alliance
2011 - 2013	Columnist for Environmental Issues for NJ Spotlight www.njspotlight.com
2011 - 2016	Trustee and Board Chair, Greener New Jersey Productions
2009 - 2013	Chair, Governance Committee, Council of New Jersey Grantmakers
2008 - 2013	Board Member, Council of New Jersey Grantmakers
2007	Faculty, Conservation Finance Program, Yale University
2006 - 2008	Member, Hudson River Walkway Task Force
2005 - 2008	Coach, West Morris Soccer Club
2005 - 2006	Member, Transition Team for Governor Jon Corzine
2004 - 2010	Member, Burlington County TDR Bank Board of Directors
2004 - 2013	Chairman, Pinelands Forestry Advisory Committee
2004 - 2005	Member, Governor's Billboard Task Force
2004 - 2009	Manager, Mendham Patriot's Basketball
2003 - 2013	Faculty Member, National and New Jersey Land Conservation Rallies
2003 - 2007	Chairman, Coalition for Conservation
2002 - 2015	Visiting Faculty Associate, Eagleton Institute of Politics, Rutgers University
2002	Visiting Lecturer, Woodrow Wilson School, Princeton University
2000 - 2009	Coach, Mendham Little League
1998 - 1999	Co-Chairman, Coalition to Preserve Natural Resources
1997 - 2013	Chairman and Trustee, Schiff Natural Lands Trust
1997 - 2016	Board of Advisors, CEDAM International
1996 - 1997	Member, Governor's Council on the Outdoors

1996 - 1998	Vice-Chairman, Mendham Borough Environmental Commission
1995 - 2000	Member and Co-Chair, Green and Gold Task Force
1994 - 2002	Founding Member and Co-Chair, The Stockton Alliance
1993 - Present	Member, New Jersey Natural Lands Trust (Chair from 1999 to present)
1992 - 1998	Member, Institute of Marine and Coastal Sciences Advisory Board
1990 - 1991	Mentor, Hispanic Women's Leadership Program
1990	Co-Chairman - Workshop on the Transfer of Contaminated Property The Netherlands Ministry of Housing, Physical Planning and Environment. The Hague, Netherlands
1989 - 1990	Transition Team (Environment) for Governor-Elect James J. Florio
1989 - 1990	Subcommittee Chairman and Member, New Jersey Supreme Court Committee on Environmental Litigation
1989 - 1990	Founding Trustee, Pinelands Preservation Alliance
1988 - 1989	Member, New Jersey Natural Lands Trust
1988 - 1989	Acting Chairman, New Jersey Water Supply Authority
1987 - 1988	Member, Advisory Board Cross-Media Pollution Control in Europe and North America The Conservation Foundation
1986 - 1991	Instructor - Courses on Environmental Law, Land Use, and Ethics New Jersey Department of Environmental Protection
1986 - 1989	Member, Board of Directors Pinelands Development Credit Bank
1986 - 1989	Coadjutant Professor Eagleton Institute of Politics, Rutgers University
1986 - 1991	New Jersey Commissioner Delaware River Basin Commission
1986 - 1991	Guest Lecturer - Environmental Law Rutgers Law School (Camden and Newark); Seton Hall Law School; and the New Jersey Institute of Technology
1985 - 1991	Lecturer (Environmental Law and Hazardous Waste Regulation) New Jersey Institute for Continuing Legal Education

PUBLICATIONS

Regular Column on Environmental Policy Issues, NJ Spotlight 2010 - 2013

Catania, Michael: Open Space, Recreation and Conservation Planning Chapter in Guide to Planning in New Jersey, Third Edition. April, 2010

Catania, Michael: Environmental Protection and Land Use: Balancing Green Policy and Politics; New Jersey Reporter: A Journal of Public Issues. January/February, 2006

Catania, Michael: The New Jersey Highlands: A Decade-Long Effort at the State and Federal Level Comes to Fruition; Open Space, Volume 3, Fall 2004

Catania, Michael: Ten Things Every Town Can Do to Create or Improve Your Open Space Program; New Jersey Conference of Mayors Magazine, February, 2004

Catania, Michael: The Pinelands Plan at Ten: Lessons From a Regional Land-Use Scheme That Works; NJ Reporter: A Journal of Public Issues. January/February, 1991

Catania, Michael F. Esq., and Edmund W. Stiles, Ph.D.: An Analysis of County Park Systems in New Jersey; A Study Prepared for the Morris County Parks and Conservation Foundation, December 1991

Catania, Michael, with McGeorge, Leslie et al: A Decision-Maker's View on Future Research Decisions in Hazardous Waste Site Investigations: Toward Better Decisions. Edited by Richard B. Gammage and Barry A. Berven. Lewis Publishers, Boca Raton. November, 1992

HOBBIES and INTERESTS

Farming and gardening – former owner/ operator of Walnut Brook Farm, a 63+ acre preserved farm which produced wildlife, hay, black walnut trees, saw logs and firewood, vegetables and maple syrup;

Ecological and wildlife habitat restoration – various restoration activities undertaken at Walnut Brook Farm and the Schiff Nature Preserve, and at Duke Farms

Renewable energy/green design/sustainability and climate change mitigation – designer/builder of passive solar house, owner of photovoltaic solar energy system;

Birding and wildlife/nature study;

Hiking, skiing, canoeing, kayaking and scuba diving;

Cultural and nature travel – extensive travel to both cities and natural areas in North America, South America, Europe, Asia and Africa; and

Teaching and public speaking on environmental issues – including teaching more than a dozen full-semester graduate and undergraduate course, extensive guest lectures, and frequent speeches at various public and non-profit programs.

REFERENCES

Governor Thomas Kean

Governor James Florio

Governor Christine Todd Whitman

Lisa Jackson, Former Administrator, U.S. Environmental Protection Agency

Robert Hughey, Former Commissioner, NJ Department of Environmental Protection

Rush Holt, Former Congressman, New Jersey

Thomas Gilmore, President Emeritus, NJ Audubon Society

March 12, 2021

City of Portland Maine
Nominating Committee Chair
C/o City Clerk
(via email: klj@portlandmaine.gov)

RE: Application for position on Board of Assessment Review

I am interested in the open position on the Board of Assessment Review. I have been on the Board several times, including several years as Chair, and I am familiar with its requirements and operations.

I have been appointed to the Cumberland County Board of Assessment Review. The City's Assistant Corporation Counsel has advised that this would not create a conflict, since the two bodies operate independently.

I have enclosed a resume with work and community experience. I am available for an interview when convenient. Thank you for your consideration.

Sincerely yours,



Stephen D. Bither


Portland, ME 04103



STEPHEN D. BITHER

LEGAL EXPERIENCE

1995 to present: **SOLE PRACTICE.** General issues, including litigation, real estate, divorce/custody, small business, wills, trusts and probate.

GAMEX LIMITED LIABILITY COMPANY, Portland, Maine.

Staff Counsel: Responsible for all legal matters in connection with the sale and management of real estate owned, nationwide, by the RTC and the FDIC.

Negotiated purchase and sale agreements;

Reviewed sales cases on Oversight (Credit Review) Committee;

Cleared title issues;

Supervised document preparation for closings; and supervised legal/closing staff

Retained outside counsel for evictions and other matters;

Monitored compliance with RTC/FDIC Contracting standards;

Represented affiliated companies before administrative agencies.

February, 1994 - September, 1996

HOPKINSON & ABBONDANZA, P.A., Portland, Maine.

Associate Attorney - General Practice.

Independently managed all aspects of client matters, including commercial litigation in State/Federal courts and before administrative agencies;

October, 1992 - February, 1994

MONAGHAN, LEAHY, HOCHADEL & LIBBY, Portland, Maine.

Associate Attorney - Workers' Compensation and Commercial Litigation.

Independent management of all aspects of Workers' Compensation matters for insurance clients;

Prepared documents and attended foreclosure and Bankruptcy hearings;

Represented individuals in custody/divorce and criminal matters.

June, 1990 - October, 1992

PERKINS, THOMPSON, HINCKLEY & KEDDY, Portland, Maine.

Associate Attorney - Litigation Department.

Researched and drafted motions, briefs and memoranda related to commercial litigation;

Represented individuals in custody/divorce and criminal matters.

September, 1988 - May, 1990

CUMBERLAND COUNTY DISTRICT ATTORNEY, Portland, Maine.

Assistant District Attorney/Intern (Law School Intern 1987-8, and part time A.D.A. from May to July, 1990).

Prosecuted criminal cases in District Courts in Portland and Brunswick;
Assisted prosecutions of criminal cases before Superior Court;

Wrote and argued two appeals before Maine Supreme Court;
(1990- Part time): Managed Juvenile Division of D.A.'s office.

RELATED EXPERIENCE

Instructor, University of Southern Maine Paralegal Certificate Program
in area of "Business Organizations;"
Hearing officer for City of Portland in several matters.
Board of Assessment Review – see below

OTHER EXPERIENCE

Radio journalist and talk show host (5 years);
Legislative Clerk ;
Researcher for Land Use Regulation Commission;
Musician/Entertainer with The Wicked Good Band:
Author: The Wicked Good Book; and co-author of Maine Curiosities
Producer of 4 Albums of musical comedy;
Music in retirement homes

PROFESSIONAL ORGANIZATIONS AND COMMUNITY INVOLVEMENT

Maine State Bar Association
Cleaves Law Library, President 2008-2010
Volunteer Lawyers Project
Director, Greater Portland Big Brothers/Sisters, Inc. (through 2012)
Commissioner, Portland Civil Service Commission 1992-1998
Board of Assessment Review, 1998-2010, Chair 2003-2010, 2014-2018; chair 2016-2018
City of Portland, Fair Hearing Officer 2011 to 2015
Committee to Restore the Abyssinain Meeting House, Former Treasurer
Cape Elizabeth Methodist Church, Former Trustee; Current Member Staff-Parish Committee
Friends of Evergreen Cemetery, Treasurer
Portland Conservatory of Music, Board Member
Trustee, David Nichols Charitable Trust

EDUCATION

Deering High School, Portland, ME
Brown University, B.A. in American Civilization, 1971
University of Maine School of Law, J.D. 1988
Deans' List 1985, 1986
American Jurisprudence Award - Taxation
Chair Moot Court Board
Marshall Wythe National Moot Court Competition - Finalist
Faculty Advocacy Award
Elected Class Graduation Speaker
CLE Programs and Self-Study on a regular basis

Chase Hewitt

Portland, Maine 04101

To the Nominating Committee Chair,

As a current Portland resident and student at the University of Maine School of Law, it is with great enthusiasm that I apply for your open position on the Board of Assessment Review. Volunteering in this position would afford me the opportunity to further learn about the law and implementation of taxes, and I am confident that I can contribute substantively while strengthening the skills I'll need as a future lawyer.

Through attending Maine Law, I have developed a passion for tax law and aspire to become a tax attorney. In my time at Maine Law, I have taken courses on individual and corporate taxation, as well as taken accounting courses in my undergraduate program at the University of Southern Maine. I am deeply excited about the opportunity to both apply my growing knowledge of tax to a practical setting and to learn through working with the Board to consider granting tax abatements pursuant to state law and considering the tax-exempt status of real and personal property.

Additionally, I believe my strong familiarity with the geography of Portland makes me a capable candidate for this opportunity. I have lived in the Greater Portland area for my entire life, and have both worked and spent recreational time in the majority of spaces that Portland has to offer. Further, if selected for this position, I would aim to bring my past experience on municipal volunteer committees to this Board and look forward to working alongside a diverse group of civic-minded individuals.

I believe that my academic and volunteer experience makes me a capable candidate for this position. I have enclosed a resume highlighting my past experience, and am enthusiastic about the possibility to continue to learn through this position. I strongly believe that experiential learning is crucial to developing an education, and greatly appreciate your consideration in my pursuit of a meaningful experience. Please let me know if any recommendations are required or further discussion is desired.

Thank you,

Chase Hewitt
Juris Doctor Candidate
Class of 2022

Chase Hewitt

Portland, Maine 04101

Education

University of Maine School of Law, Portland, Maine

Juris Doctor Candidate, May 2022

-*Dean's List, Fall 2020*

- *Staff Editor, Maine Law Review*

- *Treasurer, Maine Association for Public Interest Law (MAPIL)*

University of Southern Maine, Portland, Maine

Bachelor of Science in Business & Entrepreneurship, May 2018

- *Student Body President, Student Government Association, 2018*

- *Awarded Student Leader of the Year for my service to the student community*

Volunteer Experience

City of Portland Community Development Block Grant (CDBG) Task Force

Committee Member, March 2020 – September 2020

- Re-evaluated the current CDBG priorities, application process, and procedure

- Worked with committee members and City staff to draft a report of program recommendations for the City Council

City of South Portland Senior Citizen Advisory Committee

Committee Member, May 2018 – December, 2018

- Analyzed survey data of South Portland residents to determine the needs and priorities of the senior citizen population

- Discussed issues with individual and group members of the community

- Presented the report to the City Council with targeted recommendations on how to address the needs of the diverse and growing senior citizen population of South Portland

Professional Experience

University of Maine Graduate & Professional Center, Portland, Maine

Maine Center Fellow, May 2020 - August 2020

- Selected to undergo a self-designed research project with a local oyster farm focusing on Maine's growing oyster and aquaculture industry

- Researched international trade logistics and the current status of the FDA's shellfish equivalence determination

- Built a website that shares the details of the Maine oyster industry in a format accessible to non-industry individuals or groups that might be someday interested in participating or investing in the industry: www.maineoysterindustry.org

Greater Portland Convention & Visitors Bureau, Portland, Maine

Group Marketing Manager, August 2018 – July 2019

- Worked with national and international tourism representatives to attract group travel to the greater Portland region
- Collaborated on projects with the Maine Office of Tourism to aid in regional economic development initiatives
- Negotiated advertising and membership opportunities for industry partners

City of South Portland Executive Department, South Portland, Maine

Executive Intern, May 2018 – August 2018

- Selected through the Margaret Chase Smith Policy Institute based on my academic and extracurricular achievement
- Researched and analyzed municipal policies and ordinances in relation to various objectives of the Department
- Engaged the local business community through organizing events and writing press releases for the Economic Development Department

Other Service Sector Jobs, Southern Maine

2013 – 2017

- Other part-time jobs include working as a barista, a food cart operator, a restaurant server, a bank teller, a grocery store employee, and a ski lesson instructor
- I am able to provide additional information on any employment history from this time period if desired

**Other
Experience**

Host, The Music Historian, WMPG Community Radio, 2018 – 2019

I enjoy skiing, snowboarding, fishing, and golfing recreationally



Office of the City Clerk
Katherine L. Jones, CMC

Notes for Councilor Ali

The Nominating Committee met on March 29, 2021 and voted (4-0) to send forward the following recommendations to the Various Boards and Commissions. The Nominating Committee interviewed one (1) applicant for the Pesticide Management Advisory Committee with Organic Experience, twenty (20) applicants for the Parks Commission and two (2) applicants for the Board of Assessment Review.

Name	Board and Committee	Expiration
Avery Kamila	PMAC	06/30/2024
Marie Gray	Parks Commission	06/30/2024
Ana Lagunez	Parks Commission	06/30/2024
Beth Rabbitt	Parks Commission	06/30/2022
Steven Bentsen	Parks Commission	06/30/2024
Michael Catania	Parks Commission	06/30/2024
Stephen Bither	Board of Assessment Review	09/23/2024
Chase Hewitt	Board of Assessment Review	09/23/2024

MEMORANDUM
City Council Agenda Item

FROM:

DATE: April 22, 2021

SUBJECT: Order 225-20/21 Accepting and Appropriating an Anonymous Donation of \$2,500 toward the Community Needs Fund - Sponsored by Jon P. Jennings, City Manager

SPONSOR: Jon P. Jennings

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

This item accepts and appropriates an anonymous donation of \$2,500.00 from an anonymous individual in Falmouth, Maine, to be used as a way of giving back to the community through Police Department community programs.

With this funding, the Police Department will establish a Community Needs Fund. The purpose of this Fund is to support the assistance that officers currently provide, often using their own money, to help local youth and community members. Examples include buying a youth a pair of shoes or a jacket, or a community member a meal. Other uses of Community Needs funding will include support for youth- or community-oriented programs or events.

This item must be read on two separate days. It received its first reading on April 26, 2021. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

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

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Anonymous Donation for Community Needs Fund 4.26.2021

Prepared by:

Date: 4/22/2021

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

MARK DION (5)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER ACCEPTING AND APPROPRIATING
AN ANONYMOUS DONATION OF UP TO \$2,500
FOR THE COMMUNITY NEEDS FUND**

ORDERED, that an anonymous donation of Twenty-Five Hundred Dollars (\$2,500) is hereby accepted and appropriated for use in the Police Department Community Needs Fund.

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

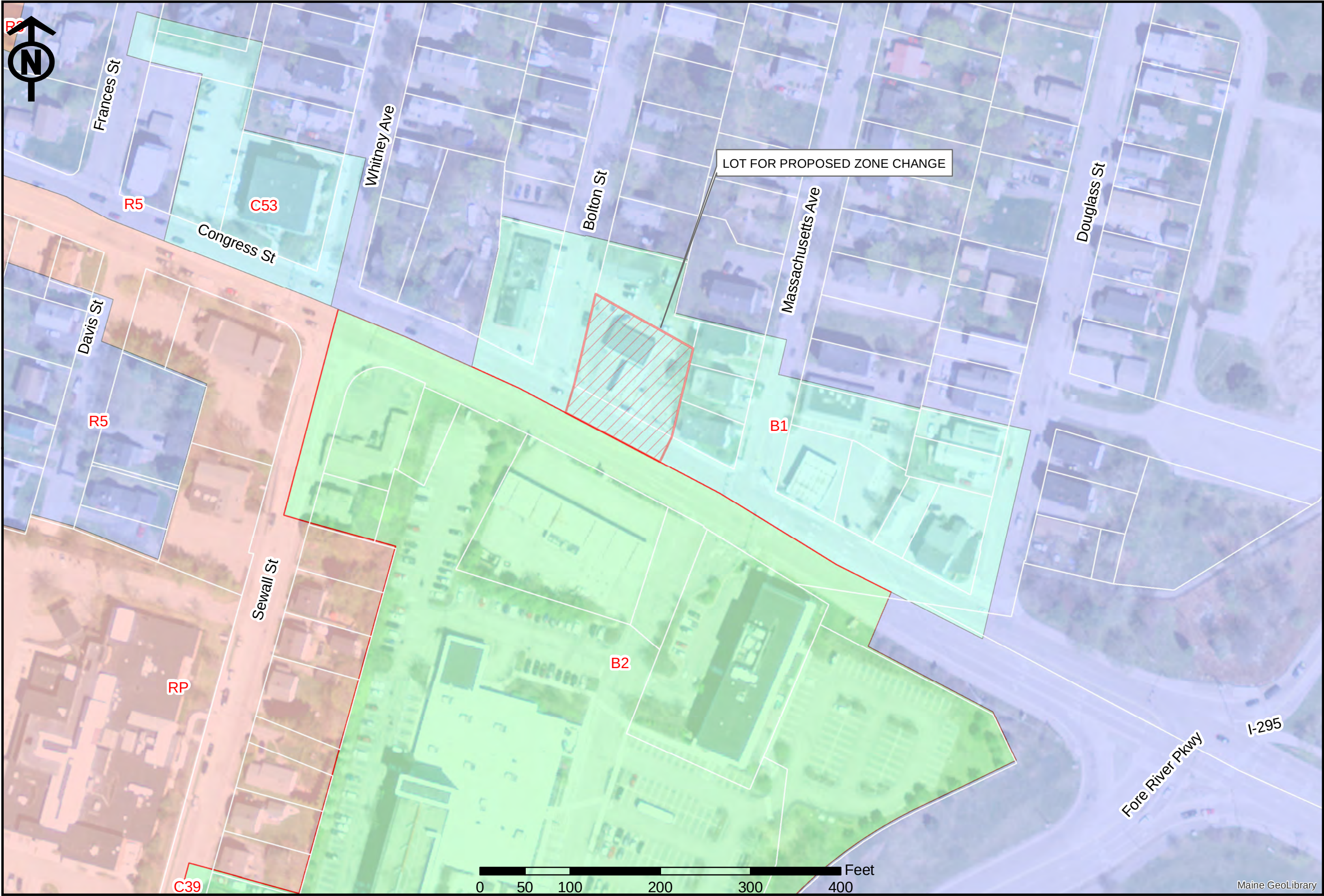
**CITY OF PORTLAND
IN THE CITY COUNCIL**

MARK DION (5)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**AMENDMENT TO ZONING MAP
RE: B-1 TO B-2 IN THE VICINITY OF CONGRESS AND DOUGLASS STREETS AND
MASSACHUSETTS AVENUE**

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

That the Zoning Map of the City of Portland, dated December 2000, as amended and on file in the Department of Planning and Urban Development, and incorporated by reference into the Zoning Ordinance by §14-49, be and hereby is amended by adopting the following map change amendment and specifically rezoning property in an B-1 Zone to a B-2 Community Business Zone in the vicinity of 1183 to 1227 Congress Street, 50 to 52 Douglass Street and 4 to 14 Massachusetts Avenue, as shown in the striped area in the map attached hereto as Exhibit A.





75 John Roberts Rd. - Suite 4A
South Portland, ME 04106
Tel. 207-200-2100

Proposed Zone Change
OF: 1217 Congress Street
Portland, ME
FOR: Maine Cannabis Consultants

DATE:	9/23/2019
SCALE:	1" = 100'
PROJ. NO:	19391

SHEET 1 OF 1



PLANNING BOARD REPORT TO CITY COUNCIL PORTLAND, MAINE

1217 Congress Street Rezoning
Zoning Map Amendment
BigDonut LLC, Applicant
ZN-000931-2019 CBL: 186 D001

Submitted to: Portland City Council From: Portland Planning Board Council Meeting Date: May 26, 2021	Prepared by: Andrew Tufts, Planner Date: March 19, 2021
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I. INTRODUCTION

At a public hearing on December 15, 2020, the Planning Board found (7-0) that a proposed zoning map amendment for the properties located at 1183-1227 Congress Street, 50-52 Douglass Street & 4-14 Massachusetts Ave from B-1 Neighborhood Business to B-2 Community Business zone is consistent with the Comprehensive Plan for the City of Portland. The Planning Board issued a positive recommendation to the City Council.

The applicant, Big Donut, LLC, requested a zoning map amendment to change the existing B-1 Neighborhood Business zone to a B-2 Community Business zone at 1217 Congress Street. The subject property is located on the corner of Congress Street and Bolton Street and is 12,219 square feet in size. There are two existing structures at the site; including a donut shop and a vacant gas station.

The current B-1 zoning allows for small scale, neighborhood-oriented commercial development. The proposed rezoning is intended to facilitate future development of a higher intensity than current zoning allows; while the applicant has not committed to a future development scenario as of this writing, future uses could potentially include a retail marijuana use oriented toward serving the caregiver community, a veterinary clinic, a pharmacy, or a number of other permitted B-2 uses that are consistent with the applicant's business plans.

In considering the proposal, following deliberation, the Board recommended that the entirety of the B-1 zone on the north side of Congress St be mapped as B-2, rather than just the subject property, and an area that includes properties between Bolton Street and Douglass Street.

A Planning Board workshop for this application was held on September 22, 2020, and the Public Hearing took place on December 15, 2020.

Owner/Applicant: Big Donut, LLC

Applicant Representatives: Amanda Melnick, Maine Cannabis Consultants; Donna Larson, Sebago Technics

II. PROPOSED MAP AMENDMENT

Current Zoning: B-1 Neighborhood Business

Proposed Zoning: B-2 Community Business

Current Use(s) at Site: Restaurant (active) and Gas Station (inactive)

Future Contemplated Use(s) at Site: Retail Marijuana, professional services use, or other uses consistent with B-2 zoning

Total Parcel Area: 12,219 square feet (subject property) / ten parcels (expanded rezoning area)

III. BACKGROUND



Use Context

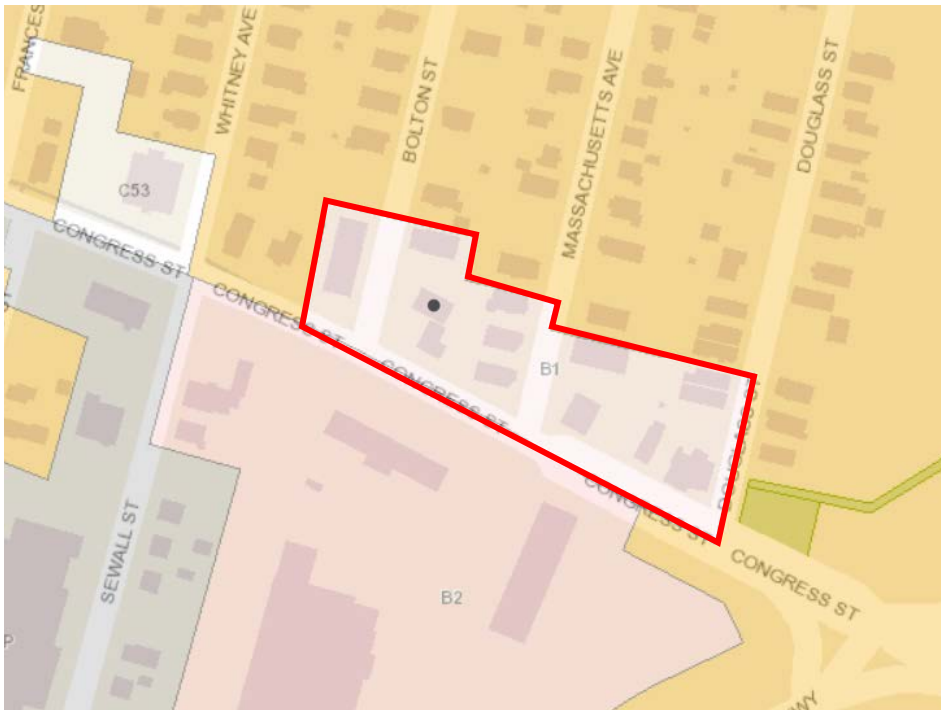
The 1217 Congress Street site includes two parcels and is currently occupied by Tony's Donuts, a one-story commercial bakery, as well as an unoccupied former gas station facing Congress Street. The site is currently entirely developed and impervious and has frontage on Bolton Street (approximately 100 feet) and Congress Street (approximately 120 feet). The portion of the lot potentially under consideration for future development was previously used as a gas station and is currently vacant.

Identified as a priority corridor in the City's Comprehensive Plan, outer Congress Street is a major arterial road, approximately 70 feet in width, with four travel lanes. Uses fronting along this segment of Congress Street include a mix of auto service stations, multifamily apartment buildings, a large commercial bank office, and auto-oriented neighborhood retail. To the north lies a low to medium density residential neighborhood within an R-5 zone, with single family homes interspersed with medium-density multifamily buildings up to three stories in height. The I-295 interchange lies approximately two blocks to the east, and a mix of hotels, banks, and medical offices lies opposite the subject property to the south, with the Portland Transportation Center beyond. To the immediate west lies a 10,000 square foot parcel on which Anania's, a single-story convenience store, is located. Further to the west, at the corner of Whitney Avenue and Congress Street, lies the former St. Patrick's school building, with outer Congress Street transitioning into a more residential character from that point onward to the west. Further to the west lies the Westgate Shopping Center.



Outer Congress Street corridor with subject property on right side of frame

Zoning Context



Proposed Map Amendment – City of Portland

The subject property lies at the intersection of several zones. The site is zoned B-1, as are the adjacent properties along Congress Street extending from Douglass Street to Bolton street. This section of B-1 is surrounded by the R-5 residential zone to the west, north, and east. The area directly across Congress Street, to the south, is zoned B-2. To the west lies a Resource Protection (RP) zone extending the length of Sewall Street and along approximately two blocks of Congress Street. Also to the west lies a contract zone (C53) associated with the St. Patrick's School building that was mapped to facilitate the current multifamily residential use within that structure.

IV. CONCEPTUAL FUTURE DEVELOPMENT

While a development proposal was not included within the application package for this zoning map amendment, the applicant seeks a rezoning at the subject property to facilitate uses of a greater intensity than currently allowed under B-1. This could potentially include retail uses such as retail marijuana or professional services uses; or other permitted B-2 uses. While the applicant has not committed to a specific development proposal, to ensure a conservative analysis they have provided traffic data pursuant to a buildout of the site under a future drive-through restaurant use, with projections indicating a maximum of 98 trips within the peak hour.

V. ZONING ANALYSIS

In order to allow higher development potential at the subject property along a priority corridor the applicant is seeking a zoning map amendment to change an existing B-1 zone to a B-2 zone. The B-2 zone allows both a higher residential density if an active street frontage is provided (1 unit/435 SF) and a broad range of commercial uses, including retail marijuana, restaurants, offices, and other more intensive uses, such as auto-related and auto-oriented business uses and drive-throughs. In addition to Congress Street, B-2 is generally mapped along major corridors such as outer Forest Avenue, portions of Brighton Avenue, and other areas containing regional retail and commercial uses.

The B-1 zone is intended to “provide limited areas for the location of small-scale commercial establishments.... [which are] complimentary, quiet, and generally do not disturb the comfort and enjoyment of the adjoining neighborhood” (Section 14-161). It should be noted that the B-2 business zone explicitly encourages mixed-use buildings which allow for commercial development and high residential density, and that the B-2 encourages a greater variety of commercial uses and at a higher intensity than B-1. The B-2 zone is also intended to increase housing opportunities via the higher density allowance if an active street frontage is provided thus encouraging mixed-use activities. While the B-1 has a residential density determined by the nearest residential zone or 1 unit per 1,000 SF in a mixed-use building. The purpose statements of the B-1 and B-2 zones are as follows

Permitted Uses

The change from B-1 to B-2 would allow for a higher intensity of uses that are appropriate for a major corridor such as Congress Street. The B-2 zone allows a wider range of uses than the existing B-1 including commercial, institutional, residential, and light industrial uses including but not limited to, offices, personal services, retail establishments, marijuana retail, restaurants, brewery/distillery (limited square footage), drinking establishments, miscellaneous repair services, theaters, hotels or motels, drive-throughs, and studios for artists and craftspeople. The B-2 zone allows for a variety of residential uses and at a greater density than the existing B-1 zone.

The B-2 zone also permits major and minor auto service stations existing as of 1999, car washes, drive-throughs associated with a permitted use adjacent to residential zones, and automobile dealerships, as well as a number of other uses which are listed as prohibited uses in the B-1 zone. As the purpose statement indicates, the B-2 zone permits a broader, more intensive range of uses than B-1; the B-1 zone limits development almost exclusively to residential neighborhood uses, with an exception for low-intensity, compatible nonresidential uses such as cemeteries, parks, bed and breakfasts, and lodging houses. Some slightly more intense uses, including schools, extended care facilities, places of assembly, and hospitals, are allowed under a conditional use permit. The B-1 allows residential density under the regulations of the nearest residential zone (in the case of 1217 Congress Street, the R-5 zone).

The applicant has advocated that the B-2 zone would allow for greater variety and diversity of businesses to be utilized by residents of the abutting R-5 zone while supporting and enhancing the desired walkability and scale of the area. The surrounding neighborhood is well suited for walkability and is accessible to public transit service. Outer Congress Street, identified as a priority corridor is a wide street, seventy feet in width, and can support additional

density through future development. A traffic analysis was completed by the applicant which found traffic impacts to be minimal under a development scenario that included a drive-through restaurant use.

Following the applicant's original submission, the owner of the neighboring parcel opposite the subject property on Bolton Street, 1227 Congress Street (Anania's) has voiced support of the proposed rezoning. In response to this support, staff recommend that this parcel also be included in the rezoning area, anchoring the street corner with a consistent approach. At the Planning Board workshop, the Board recommended that the map amendment boundary be expanded further (shown above) to include the entirety of the existing B-1 zone extending from the Anania's site on Bolton Street east to Douglass Street. B-2 is mapped immediately opposite this block on the southerly side of Congress Street, and the parcels within the expanded rezoning area include uses consistent with B-2 zoning, with gas stations, retail and restaurant uses, and multifamily housing among the uses here.

VI. LAND USE POLICY ANALYSIS

The applicant has submitted an analysis of the project's conformance with the Comprehensive Plan (refer to **Attachment B**). Staff have identified the following goals and policies which are relevant to the proposed map amendment and find the proposal in conformance with both the housing and economic development goals of the Comprehensive Plan, as well as the future land use vision. As stated, the purpose of the B-2 zone is:

- 1. To provide appropriate locations for the development and operation of community centers offering a mixture of commercial uses, housing and services serving the adjoining neighborhoods and the larger community.*
- 2. The variety, sites and intensity of the permitted commercial uses in the B-2 zone are intended to be greater than those permitted in the B-1 neighborhood business zone.*
- 3. The B-2 zone will provide a broad range of goods and services and general businesses with a mixture of large and small buildings such as grocery stores, shops and services located in major shopping centers and along arterial streets. Such establishments should be readily accessible by automobile, by pedestrians and by bicycle. Development in the B-2 zone should relate to the surrounding neighborhoods by design, orientation, and circulation patterns.*
- 4. The B-2 and B-2b will provide locations for moderate to high density housing in urban neighborhoods along arterials.*

The central vision of Portland's Plan 2030 is represented by the Venn diagram demonstrating the integral interrelation of the community's core belief that Portland is equitable, sustainable, connected, dynamic, authentic and secure. The vision conveys the message of the City's need to balance many competing needs to assure the advance of the vision as a unified concept. In this instance, that the City's goals for job growth and transforming Portland through orderly growth and development be balanced with needs for connectivity of the street grid, sustainability of infrastructure and the ability to maintain that infrastructure, and security in the sense of public safety. Applicable policy includes the following:



A Vibrant City

Promote an economic climate that increases job opportunities and overall economic well-being.

2. SUPPORT LOCAL BUSINESS RETENTION AND RECRUITMENT

- Pursue policies that create, nurture, and retain local businesses.
- Support job creation and business growth through public initiatives and private, institutional, and regional partnerships.
- Strengthen City programs and services that support business development.

5. TARGET AREAS FOR JOB GROWTH

- Ensure that new employment can be accommodated in priority growth areas across the City.
- Evaluate zoning and the condition of existing infrastructure in priority areas - downtown, in identified neighborhood nodes, and along transit corridors – to ensure that employment and housing growth can be supported.
- Expand possibilities for live/work spaces – residential living space with integrated creative work space.
- Modify ordinances and make strategic investments to better promote business development and job creation in priority areas.

Staff assert that the mapping of B-2 on the northerly portion of Congress Street between Bolton Street and Douglass Street would facilitate additional development intensity on these blocks should property owners seek redevelopment of these parcels in the future. This area is proximate to robust transportation links, retail and other business uses, and is within a priority corridor identified for potential future growth within Portland Plan 2030.

VII. PUBLIC COMMENT/NEIGHBORHOOD MEETING

The Planning Division mailed 124 notices of the Planning Board workshop and hearing, to property owners within 500 feet of the property. A legal advertisement for the meeting ran on December 4, and December 5, 2020. At the time of this writing, the Planning Department received one comment in opposition to the proposed rezoning.

IX. REQUISITE COUNCIL ACTION & STAFF RECOMMENDATION

The Planning Board considered the proposed map amendment at a hearing on December 15, 2020. After a considered discussion about the appropriate boundaries, and on the basis of staff reports, public testimony, and review of applicable policies, the Planning Board voted unanimously (7-0) to find that the proposed zoning map amendment for the properties located at 1183-1227 Congress Street, 50-52 Douglass Street & 4-14 Massachusetts Ave from B-1 Neighborhood Business to B-2 Community Business zone is consistent with the Comprehensive Plan and recommended adoption of the proposed map amendment to the City Council.

ATTACHMENTS

Applicant Submission

- A - COVER LETTER
- B - COMPREHENSIVE PLAN CONSISTENCY
- C - MAP CHECKLIST
- D - TRAFFIC MEMO
- E - PROPOSED MAP AMENDMENT
- F - VICINITY MAP
- G. Vicinity Map
- G -NEIGHBORHOOD MEETING MINUTES
- H - SIGN IN SHEET
- I- NEIGHBORHOOD MEETING CERTIFICATION
- J – NOTICES
- K - RTI



November 21, 2019
19391

Christine Grimado
Portland Planning Department
389 Congress Street, 4th Floor
Portland, ME 04101

Zoning Map Change: 1217 Congress Street

Dear Ms. Grimado:

On behalf of Richard Fournier d/b/a Big Donut, LLC, Sebago Technics (STI) respectfully submits the following zoning map change request. The property located at 1217 Congress Street, City parcel number 186-D001, is currently located in the B1 district. The applicant would like to have the parcel re-zoned to the B-2 district to mirror the existing zone directly across Congress Street. The purpose of rezoning the property is to allow for the conversion of the existing structure on site into a retail space for the sale of medical marijuana.

Project Site

The subject site is a 0.2805-acre parcel that is the former location of a gas station. The parcel is located on the corner of Congress and Bolton Streets. There is a Mobil Gas Station directly across Congress Street to the south (B-2 district); Anania's sandwich shop across Bolton Street to the west (B-1 district); Tony's Donuts is the northern abutter (B-1 district); and the abutter to the east is a three-story residential building (B-1 district). This section of Congress Street is four lanes with a center turn lane. Bolton Street is a two-lane secondary road with on street parking.

The parcel is fully developed: the former gas station building is approximately 1288 square feet; the service island canopy remains on site; the pumps and tanks have been removed; the remaining parcel area is paved. The parcel has two curb cuts/access points on Congress Street and no curbing along Bolton Street.

The parcel and the abutting parcels to the west, north, and east are within the B-1 district. The parcels across Congress Street are in the B-2 district. There is an R-5 district to the north, east, and west of the parcel which abuts both the B-1 and B-2 districts in this area. The R-5 district is a residential zone that allows for medium-density residential development. The R-5 district abuts several different districts throughout the City including the B-5 district, Urban Commercial Mixed Use which is zoned to allow for denser, more clustered urban development.

B-1 and B-2 District Comparison

The B-1 Neighborhood Business district is described in the City Land Use Ordinance as follows:

The purpose of the B-1 neighborhood business zone is to provide limited areas for the location of small-scale commercial establishments intended to serve a local market. As a result, uses shall be complimentary, quiet and generally do not disturb the comfort and enjoyment of the adjoining neighborhood environment. Uses shall be designed for the pedestrian scale and will provide convenient access for nearby residents and workers to walk in to purchase goods

and services. Buildings and uses shall be designed with attractive storefronts or similar features, with windows and doors convenient to a public sidewalk. Building additions are encouraged but not required to meet the maximum setbacks of 14-165(c)(3). This zone shall encourage mixed use buildings such as commercial first floor with residential uses above or combined retail/office uses in a multistory structure. [...]

Suitable locations for this zone may include street intersections and arterial streets with existing or proposed traditional neighborhood retail and service uses.

The B-2 Community Business district is described in the City Land Use Ordinance as follows:
The purpose of the B-2 community business zone is:

- 1.To provide appropriate locations for the development and operation of community centers offering a mixture of commercial uses, housing and services serving the adjoining neighborhoods and the larger community.*
- 2.The variety, sites and intensity of the permitted commercial uses in the B-2 zone are intended to be greater than those permitted in the B-1 neighborhood business zone.*
- 3.The B-2 zone will provide a broad range of goods and services and general businesses with a mixture of large and small buildings such as grocery stores, shops and services located in major shopping centers and along arterial streets. Such establishments should be readily accessible by automobile, by pedestrians and by bicycle. Development in the B-2 zone should relate to the surrounding neighborhoods by design, orientation, and circulation patterns.*
- 4.The B-2 and B-2b will provide locations for moderate to high density housing in urban neighborhoods along arterials*

The bulk and space requirements for these two districts are similar. Please see the table below for a side by side comparison.

	B-1 (current zone)	B-2 (proposed zone)
Min Lot Size	School:20,000 sf Places of Assembly: 10,000 sf Other non-Res Uses: none Residential: none	none
Min street frontage	20 ft	20 ft
Min lot width	None	(not outlined in ordinance)
Min front yard	None	none
Max Front Yard	10 ft, or the maximum front yard setback shall not exceed the average depth of nearest developed lots if that average depth is less than 10 ft	No more than 10 feet, except that the Planning Board or Planning Authority may approve a different amount for irregularly shaped lots or lots with

	B-1 (current zone)	B-2 (proposed zone)
		frontage less than 40 feet provided this standard is met to the maximum extent practicable
Min rear yard	Principal: non, except 10 ft if abutting a residential zone Accessory: none, except 5 ft if abutting a residential zone	10 ft except for accessory structures 5 ft
Min side yard	Principal: non, except 5 ft if abutting a residential zone Accessory: none, except 5 ft if abutting a residential zone	None except for accessory structures 5 ft
Max side yard on side street	10 ft except that this requirement applies to only one side street in cases where a lot has more than one side street	(not outlined in ordinance)
Side yard on side street setback minimum	(not outlined in ordinance)	none
Structure stepbacks	Portions of a structure above 35 ft shall be no closer than 10 ft from the side property line and no closer than 15 feet from the rear property line when such property line abuts a residential zone	Portions of a structure above 35 feet shall be no closer than 5 feet from the side property line and no closer than 15 feet from the rear property line when such property line abuts a residential zone
Max structure height	Off peninsula: 35 ft except where abutting R-6 where max height shall be the max height of R-6 On peninsula: 45 ft except 50 ft along congress street if commercial first floor and residential upper floors	45 feet except as provided for below: a. 50 feet if first floor is partially or wholly occupied by commercial use b. 65 feet in B-2 and B-2c zones on lots >5 acres provided that all setbacks, except for front yard setbacks and side yard on side street setbacks, increase by 1 foot for each feet of height over 45 feet c. 65 feet within 65 feet of Franklin Street
Max floor area	Total maximum first floor area for non-residential uses per structure: 10,000 sf Total maximum floor area per retail establishment: 5,000sf	(not outlined in ordinance)

	B-1 (current zone)	B-2 (proposed zone)
Max impervious surface	90%	For residential uses: none For all other permitted uses: 80% in B-2 and B-2 c For all other permitted uses: 90% in B-2b
Minimum lot area per dwelling unit	(not outlined in ordinance)	a. Off-peninsula locations, as defined in section 14-47: 1500 sf, except as provided for in b b. On-peninsula locations (as per 14-47) and projects with active street frontages, as defined in section 14-188 below: 435 sf

Discussion

In order to attempt to quantify the potential impacts a zone change would have to the subject site and the surrounding parcels, STI reviewed those areas where the B-1 and B-2 districts might differ. Although the B-2 district is designed to offer a more robust variety of uses as compared to the B-1 district, B-1 does allow for similar uses, only slightly scaled down. Both districts allow for residential uses; combined living and working spaces; and commercial uses. The variety of commercial uses allowed within the B-2 is greater, including: Communication studios/broadcast and receiving facilities; drive through facilities associated with permitted/conditional uses; marijuana retail stores; and veterinary clinics. The B-2 district does allow for slightly taller buildings and does not directly cap the number of allowed trips to be generated by a business. Although, any proposed development that results in an increase of 100 trips or more is required by the City to complete a full traffic study.

The B-2 district allows for buildings that are 10 feet taller than those allowed within the B-1 district. The allowed building heights in both zones are reliant on parcel size and abutting zones. The parcel located at 1217 Congress is small and it is unlikely that full buildout of the site would be possible or practical. There is greater potential of the parcel being developed to full buildout should it remain zoned as B-1 given that the abutting parcel is owned by the same person, allowing for a larger potential development area. The parcel is small, which could curtail the extent of any proposed development. Re-zoning the parcel to B-2 would allow for greater variety and diversity of businesses to be utilized by the residents of the abutting R-5 zone while still being in keeping with the desired walkability and scale of the area.

STI reviewed the parcel for ‘worst case scenario’ traffic possibilities within the provisions of the B-1 district verse the B-2 district. As the B-1 zone caps developments at a 100-trip limit, this was used as the maximum allowed peak hour vehicular trips for the parcel in the existing zone. To determine possible traffic impacts should the parcel be re-zoned, STI calculated the possible number of trips should the parcel be developed as a drive through restaurant. It is estimated that redevelopment of the site would result in approximately 98 new vehicle trips to the immediate area. There is already considerable traffic along this section of Congress Street. When presented with a traditionally high-traffic-generating development, the number of possible traffic impacts resulting from a change from B-1 to B-2 district are

not significant. It should also be noted, that although there is no threshold trip amount within the B-2 zone, the City requires that an impact study be completed for any development expected to generate more than 100 trips to ensure the surrounding area will not be adversely impacted. A change in zone would not mean an automatic increase of allowed traffic at the site.

Conclusion

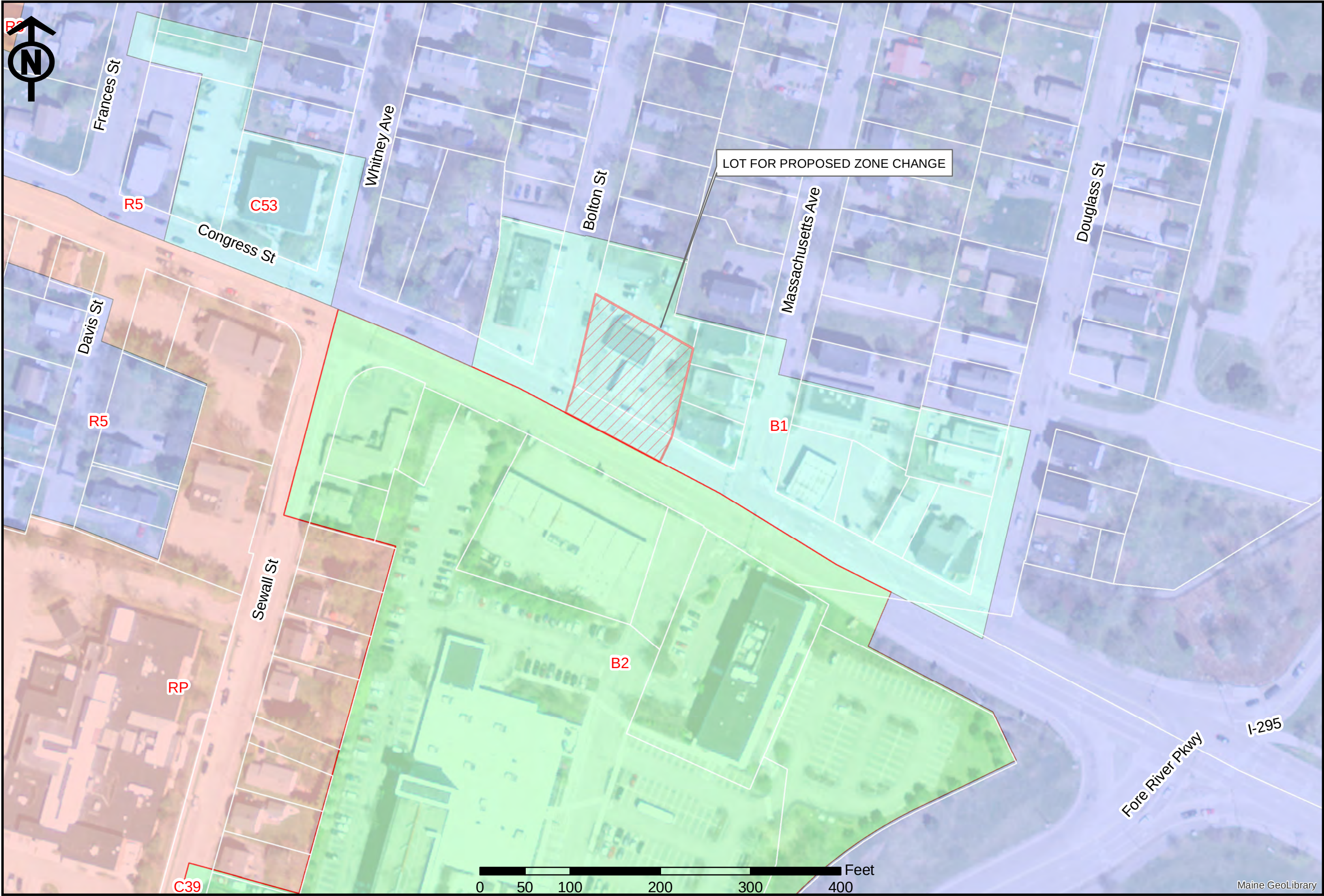
The applicant has been part of this neighborhood and the Portland community for 55 years. They own a thriving business and would like to increase the potential of their abutting property. Rezoning would allow for a greater diversity of uses of the parcel without dramatically changing the feel of the neighborhood. Re-development of the existing service station building for retail or professional services would help reinforce the walkability of the area by diversifying available services in the area, whether it be used for a neighborhood veterinarian, local pharmacy, or small marijuana caregiver store. We look forward to discussing this further at the next Planning Board meeting.

Sincerely,

Sebago Technics, Inc.

A handwritten signature in black ink, appearing to read "Rebecca Gabryszewski".

Rebecca Gabryszewski
Permitting Specialist/Project Coordinator





75 John Roberts Rd. - Suite 4A
South Portland, ME 04106
Tel. 207-200-2100

Proposed Zone Change
OF: 1217 Congress Street
Portland, ME
FOR: Maine Cannabis Consultants

DATE:	9/23/2019
SCALE:	1" = 100'
PROJ. NO:	19391

SHEET 1 OF 1

MEMORANDUM
City Council Agenda Item

FROM: Mary Davis, Division Director

DATE: April 7, 2021

SUBJECT: Order 228-20/21 Approving Purchase and Sale Agreement with Douglass Commons LLC for 43 and 91 Douglass Street - Sponsored by Housing & Economic Development Committee. Councilor Spencer Thibodeau, Chair

SPONSOR: Councilor Spencer Thibodeau, Chair of the Housing and Economic Development Committee

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 5/3/2021

Final Action 5/3/2021

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

PRESENTATION: (List the presenter(s), type and length of presentation) City staff and members of the development team are available for questions.

I. SUMMARY

Vote to authorize the City Manager to enter into a Purchase and Sale Agreement to sell City property located at 43 and 91 Douglass Street to Douglass Commons LLC.

II. AGENDA DESCRIPTION

The Housing & Economic Development Committee met on April 6, 2021 and voted 4-0 to recommend to the City Council approval of a Purchase and Sale Agreement for the sale of City-owned property located 43 and 91 Douglass Street.

On November 16, 2020, the City Council authorized staff to begin to negotiate terms for a Purchase and Sale Agreement with the Douglass Commons LLC development team consisting of The Szanton Company and Maine Cooperative Development Partners for the 43 and 91 Douglass Street property.

Douglass Commons LLC is proposing to create two projects on the 43 and 91 Douglass Street site.

Rental Housing Project: The rental housing project will consist of an apartment building including no less than 56 units with a mixture of one, two and three-bedroom units. There will be a minimum of 17 two-bedroom units and 10 three-bedroom units. The rental housing project will maintain affordability for a period of 99 years. At least 40 of the units will be affordable to households earning less than or equal to 60% of the area median income (AMI) (\$60,540 for a family of four based on 2020 Income limits for the Portland ME Metropolitan Statistical Area). The developer intends to finance this project through the Low Income Housing Tax Credit Program, Maine State Housing Authority and a Credit Enhancement Agreement through an Affordable Housing Tax Increment Financing District.

Cooperative Housing Project: The cooperative housing project will include at least 52 units with a mixture of one, two and three-bedroom units. There will be a minimum 12 two-bedroom units and 22 three-bedroom units. The units will be owned by a Limited Equity Cooperative Corporation and will be leased to shareholders.

The project will be affordable for 99 years. All of the units will be affordable to households earning less than or equal to 100% AMI (\$100,900 for a family of four based on 2020 Income Limits). The developer intends to finance this project through the U.S. Department of Housing and Urban Development Section 213 Program and a Credit Enhancement Agreement through an Affordable Housing Tax Increment Financing District.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Terms of the Purchase and Sale Agreement

Purchase Price: \$475,000; \$375,000 from the rental housing project and \$100,000 from the cooperative housing project. A \$10,000 deposit will be required.

Due Diligence Period: Eighteen (18) months from the effective date of the Purchase and Sale Agreement, to complete survey, environmental review, inspections, title examinations, obtain zone change, site plan and other permits or regulatory approvals.

Closing Date: On or before twenty (20) months from the effective date of the Purchase and Sale Agreement.

Construction Start Date: Construction must commence within thirty-two (32) months of the effective date of the Purchase and Sale Agreement.

Buyer's Post Closing Obligations

Rental Housing Project: For a period of 99 years after completion of the rental housing project, at least 40 of the units will be affordable to households earning less than or equal to 60% AMI. After the expiration of the Low Income Housing Tax Credit Program compliance period, the formula to calculate maximum allowable rent will be similar to the formula used in the Inclusionary Zoning Ordinance.

Cooperative Housing Project: For at least 99 years after the project has been transferred to the Co-op, all units will be affordable to households earning less than or equal to 100% of the area median income (AMI), adjusted for family size. The formula to calculate maximum allowable rent is similar to the formula used in the Inclusionary Zoning Ordinance.

At the initial sale of cooperative membership interests, up to 20% of the cooperative membership interests may be sold to households earning up to 120% AMI; all other sales and all subsequent sales of cooperative membership interests must be sold to households earning no more than 100% AMI.

Rights of City To Repurchase Property

If construction does not commence within 32 months of the effective date of the Purchase and Sale Agreement, the City has the right to repurchase the property. A property repurchase price is defined as the purchase price plus all commercially reasonable and documented design, development, construction, and regulatory approval expenses incurred by the buyer and directly attributable to the development of the property. Rights to the designs, plans, approvals, etc. may be assigned or transferred to the City. Any conveyance to the City under the option to repurchase will be subject to mortgages to secure financing for the development of the property.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Increase access to rental and homeownership housing that is safe, affordable and accessible.

V. FINANCIAL IMPACT

The \$475,000 purchase price is intended to be reinvested in the athletic fields located in Dougherty Park.

If sold, the City would realize future new property taxes from the proposed development. Also provisions are included to ensure future payment of property taxes in the event any portion of the premises are determined to be exempt from real and personal property taxes.

The property will be sold "as is, where is" and the buyer will provide the city with environmental indemnification and be responsible for any site environmental remediation costs.

VI. STAFF ANALYSIS AND BACKGROUND

See Background Section

VII. RECOMMENDATION

Approval of the proposed Purchase and Sale Agreement in substantially the same form as attached.

VIII. LIST ATTACHMENTS

1. Order P&S Douglass Commons LLC for 43 and 91 Douglass Street 5.3.2020
2. Purchase and Sale Agreement 04.07.2021 Douglass Commons LLC

Prepared by:

Mary Davis, Division Director

Date: 4/7/2021

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

CITY OF PORTLAND
IN THE CITY COUNCIL

MARK DION (5)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER APPROVING PURCHASE AND SALE AGREEMENT WITH
DOUGLASS COMMONS LLC FOR 43 AND 91 DOUGLASS STREET**

ORDERED, that the Purchase and Sale Agreement with Douglass Commons LLC for 43 and 91 Douglass Streets is hereby approved in substantially the form attached hereto; and

BE IT FURTHER ORDERED, that the City Manager is hereby authorized to execute the Purchase and Sale Agreement and whatever other documents are necessary to effect the intent and purpose of the Purchase & Sale Agreement.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is made this _____ day of _____, 2021 (the “Effective Date”) by and between the CITY OF PORTLAND, a body politic and corporate located in Cumberland County, Maine, (hereinafter referred to as “Seller” or “City”), and Douglass Commons, LLC, a Maine limited liability company having a mailing address as provided below (hereinafter referred to as “Buyer”).

RECITALS

WHEREAS, the CITY is the owner of approximately 3.40 acres of land at or near 43 & 91 Douglass Street, Portland, Maine (the “Premises”) and did advertise RFP #20067 dated April 10, 2020, entitled Request for Proposals for Disposition and Development of City-Owned Property Located at 43 and 91 Douglass Street, a copy of which is attached hereto as Exhibit A and incorporated herein (the “Request for Proposals”) (the Premises is identified in the City’s tax records as CBL 078 C002 and a portion of 078 B007 together with the 60 ft. wide proposed street situated between the two parcels, as is generally depicted on the Boundary Survey dated March 1, 2021 prepared by Owen Haskell, Inc. for The Szanton Company, a copy of which is attached as Exhibit B); and

WHEREAS, Buyer submitted a proposal dated June 15, 2020 in response to the Request for Proposals, a copy of which is attached hereto as Exhibit C and incorporated herein (the “Proposal”); and

WHEREAS, Buyer desires to purchase and develop the Premises, and the City desires to convey the Premises to Buyer, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **SALE.** City agrees to sell the Premises to Buyer, and Buyer agrees to purchase the Premises in accordance with the terms and conditions set forth in this Agreement. This Agreement is for the sale of land only.
2. **CONSIDERATION.** The purchase price for the Premises shall be Four Hundred Seventy-Five Thousand Dollars (\$475,000.00) (the “Purchase Price”), subject to the following cost adjustments and conditions:
 - a. Buyer shall deliver to the City the sum of Ten Thousand Dollars (\$10,000.00) (the “Deposit”) within 3 business days after the full execution of this Agreement, which the City shall hold in a non-interest bearing account. The Deposit shall be governed by the terms and conditions of this Agreement and shall be fully refundable until the end of the Due Diligence Period as that term is defined below.
 - b. The Buyer shall pay the remainder of the Purchase Price to the City by wire transfer (or as otherwise reasonably requested by the City) at closing.

3. TITLE AND DUE DILIGENCE.

- a. Due Diligence Period. Buyer will have from the Effective Date until 4:00 PM Eastern Time on the day that is eighteen (18) months after the Effective Date (the “Due Diligence Period”) to complete any surveys, environmental review, inspections, and title examinations, and to obtain any zone change, site plan approval, and any other permits and regulatory approvals required for the Project. Buyer may, in its sole discretion, notify the City in writing that the Buyer elects to terminate the Due Diligence Period sooner and proceed to closing. Within ten days of the Effective Date, the City shall provide copies of, or reasonable access to, all known, non-confidential City files regarding the Premises, including without limitation title files.
- b. Property Description. The legal description of the Premises contained in the deed will be a survey description based upon a survey plan that will more specifically describe the Premises. The parties acknowledge and agree that the survey attached as Exhibit B is a preliminary draft prepared by Buyer and is subject to change after review, amendment, and approval by both parties. The City will notify Buyer of any objections to the survey within 30 days after the Effective Date. Within 10 days after receipt of any such objection, the Buyer will either provide the City with a revised survey addressing City’s objections to City’s satisfaction, or notify the City that Buyer will not change the survey, in which case the City, will have the right to terminate this Agreement, return the Deposit to Buyer, and neither party shall have any further obligation to the other. Upon City’s acceptance of the survey, Buyer will provide the City with a draft legal description for the Premises, which shall be based on the survey and be subject to the City’s review and approval. The survey and description of the Premises will be prepared by the Buyer at its sole expense. The parties will work together in good faith to complete their review and approval of the survey and legal description on or before the day that is 90 days after the Effective Date.
- c. Rezoning Contingency. Buyer proposes to obtain the Portland City Council’s approval to rezone the Premises (the “Rezoning Approval”) to increase residential density for its development of the Premises as described in the Proposal (the “Project”). The Buyer will be responsible for obtaining, at its sole expense, the Rezoning Approval and any other regulatory approvals required for the Project prior to Closing. Buyer may terminate this Agreement and receive a full refund of the Deposit if the Rezoning Approval is not received.
- d. Financing Contingency. The Buyer’s obligation to close is contingent on obtaining construction and permanent financing for the Project that the Buyer, in its discretion, determines is sufficient to put the Project on a sound financial footing. That financing is anticipated to include, but not be limited to, the following: (i) for the residential rental portion of the project an allocation of Federal low-income housing tax credits (“LIHTCs”), other

financing provided by Maine State Housing Authority (“MaineHousing”) and affordable housing tax increment financing from the City including a Credit Enhancement Agreement and (ii) for the cooperative housing portion of the project permanent financing under the U.S. Department of Housing and Urban Development section 213 program and affordable housing tax increment financing from the City including a Credit Enhancement Agreement. Buyer may terminate this Agreement and receive a full refund of the Deposit if the financing contingency described above is not met during the Due Diligence Period.

- e. Title and Survey Objections. Buyer will have until the end of the Due Diligence Period to deliver to City any written objections to title, environmental, or survey matters (other than the permitted exceptions identified herein) that materially affect insurability or use. Objections not made prior to the end of the Due Diligence Period will be deemed waived; provided, however, that objections pertaining to matters of record environmental, or survey matters first appearing after the end of the Due Diligence Period may be made at any time prior to the closing.
- f. Option to Cure. In the event of a title or survey objection, City will have the option, but not the obligation, to cure the objection and will notify Buyer of its election within ten (10) business days after receipt of the objection. In the event that the City elects to cure the objection, it will have sixty (60) days from the date of the notice of election, or such other reasonable time as the parties may agree, to cure the objection. In the event that the City does not elect to cure the objection, or, having elected to cure the objection fails to timely do so to Buyer’s reasonable satisfaction, Buyer will have the option to (1) terminate this Agreement and obtain a refund of the Deposit (after which neither party will have any further obligation or liability to the other under this Agreement), (2) waive the objection and close, or (3) undertake the cure of such objection at its own expense (in which case it shall have 60 days to do so).
- g. Deed. City shall convey the Premises to Buyer at the closing in fee simple by a municipal quitclaim deed without covenant. Title shall be good and insurable title, free and clear of all encumbrances except (i) easements of record and easements described herein, including, without limitation, an easement to be reserved by, and in form and substance satisfactory to the City and Buyer, the City for access to, and maintenance, repair, and replacement of, the trail located between the Premises and the I-295 corridor; (ii) easements for utilities servicing the property, in form and substance satisfactory to the City and Buyer, including, without limitation, Utility and sewer (iii) zoning ordinances, and (iv) real estate taxes not yet due and payable. Further, Buyer acknowledges that the deed shall contain a restriction stating that in the event that the Premises or any portion thereof shall be exempt from real and personal property taxes, by transfer, conversion, or otherwise, then the then-owner of the exempt portion shall make annual payments to the City in lieu of taxes in the amount equal to

the amount of property taxes that would have been assessed on the exempt portion of the real and personal property situated on the Premises had such property remained taxable. Such restriction shall also confirm that Buyer and its successors and assigns shall possess and be vested with all rights and privileges as to abatement and appeal of valuations, rates, and the like as are accorded owners of real and personal property in Maine. The City shall provide a draft of the deed, and of any declaration of covenants and restrictions pursuant to section 11, to Buyer one month before the end of the Due Diligence Period, and the City and Buyer shall in good faith endeavor to agree on the form of the deed prior to the end of the Due Diligence Period.

- h. Existing Natural Gas Equipment and Easement. The City has informed Buyer that the City believes that all or a portion of the existing natural gas pipe and other equipment depicted on Exhibit B may be actually located outside of the easement provided by the City to Unitil. The City shall use best efforts to work with Unitil to resolve the actual location of the gas pipeline and equipment and amend the easement, if necessary, within three months of the Effective Date. If City is unable to amend the Unitil easement to Buyer's satisfaction, Buyer shall have the right to terminate this Agreement as set forth in subsection (i) below.
- i. Buyer's Right to Terminate. The Buyer may terminate this Agreement at any time during the Due Diligence Period if, in the exercise of its sole discretion, it decides to not proceed with the Project by giving written notice of termination to the City in which case the City shall return the Deposit to Buyer and neither party shall have any further obligations to the other.

4. INSPECTIONS.

- a. During the Due Diligence Period, Buyer and its employees, consultants, contractors and agents shall have the right, at Buyer's expense, to enter on the Premises at reasonable times in order to (i) inspect the same, (ii) conduct engineering studies, percolation tests, geotechnical exams, environmental assessments, and other such studies, tests, exams, and assessments, and (iii) do such other things as Buyer determines, it is sole discretion, to be required to determine the suitability of the Premises for Buyer's intended use (collectively, the "Inspections"). The City acknowledges that such Inspections may include the digging of test pits, which the City hereby approves.
- b. Buyer agrees to defend, indemnify and hold harmless the City against any mechanics liens that may arise from the activities of Buyer and its employees, consultants, contractors and agents on the Premises.
- c. Buyer shall exercise the access and inspection rights granted hereunder at its sole risk and expense, and Buyer hereby releases the City from, and

agrees to indemnify, defend, and hold the City harmless against, any and all losses, costs, claims, expenses and liabilities (including without limitation reasonable attorney fees and costs) (collectively, "Damages") suffered by the City on account of any injury to person or damage to property arising out of the exercise by Buyer of its rights hereunder, except to the extent that such Damages result from the act or omission of the City.

- d. Buyer shall cause any contractors, consultants or any other party conducting the Inspections to procure automobile insurance, if applicable, and commercial general liability insurance coverage in amounts of not less than Four Hundred Thousand Dollars (\$400,000.00) per occurrence for bodily injury, death and property damage, listing the City as an additional insured thereon, and also Workers' Compensation Insurance coverage to the extent required by law; the forms of all such insurance to be subject to City's Corporation Counsel's reasonable satisfaction.
- e. In the event that Buyer does not purchase the Premises, Buyer agrees to either return the Premises as nearly as possible to its original condition after conducting the Inspections; provided, however, the City hereby acknowledges and agrees Buyer shall have no obligation to clean-up, remove or take any other action with respect to any disturbance of any pre-existing environmental contamination on the Premises caused by such inspections, studies, tests, exams, and assessments, and that Buyer shall have no obligation to clean-up, remove or take any other action with respect to any pre-existing environmental contamination disturbed thereby.
- f. The parties hereto acknowledge and agree that it is a condition to Buyer's obligations under this Agreement that the results of the Inspections be acceptable to Buyer in its sole discretion. If the results of such due diligence are not acceptable to Buyer in its sole discretion, and if Buyer exercises its right to terminate this Agreement, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement.

5. **REAL ESTATE TAXES, PRORATIONS AND TRANSFER TAX.** Buyer shall be liable for all real estate taxes beginning as of the start of fiscal year following the closing and continuing thereafter. Because the Property is currently owned by the City of Portland, which is exempt from real estate taxes, no taxes were assessed or will be due for any portion of the tax year during which the closing occurs, and no taxes will be prorated at the closing. Any utilities for the Property shall be prorated as of the closing. The Maine real estate transfer tax shall be paid for by Buyer in accordance with 36 M.R.S.A. § 4641-A. City is exempt from paying the transfer tax pursuant to 36 M.R.S.A. § 4641-C. The recording fee for the deed of conveyance and any expenses relating to Buyer's financing or closing shall be paid for by Buyer.
6. **DEFAULT AND REMEDIES.** Prior to Closing, in the event that Buyer defaults hereunder for a reason other than the default of the City, the City may terminate this Agreement and retain the Deposit, and neither party shall have any further obligation

to the other. In the event that Buyer defaults on any matters addressed in this Agreement that survive Closing, Seller may pursue all available legal and equitable remedies. In the event City defaults under this Agreement, and if Buyer is not then in default hereunder, Buyer shall have the right to pursue specific performance or terminate this Agreement and elect in substitution therefor, as its sole remedy, the right to a return of the Deposit.

7. **RISK OF LOSS.** The risk of loss or damage to the Premises by fire, eminent domain, condemnation, or otherwise, until transfer of title hereunder, is assumed by the City. The Premises is to be delivered in substantially the same condition as of the Effective Date unless otherwise stated. In the event City is not able to deliver the Premises as stated, Buyer may terminate this Agreement, obtain a return of the Deposit, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement.
8. **PROPERTY SOLD "AS IS, WHERE IS."** Buyer acknowledges that Buyer has had an opportunity to inspect the Premises, and to hire professionals to do so, and that Premises will be sold "as is, where is" and "with all faults." City, and its agents, make no representations or warranties with respect to the accuracy of any statement as to boundaries or acreage, or as to any other matters contained in any description of the Premises, or as to the fitness of the Premises for a particular purpose, or as to development rights, merchantability, habitability, or as to any other matter, including without limitation, land use, zoning and subdivision issues or the environmental, mechanical, or structural condition of the Premises. Acceptance by Buyer of the Deed at closing and payment of the purchase price shall be deemed to be full performance and discharge by the City of every agreement and obligation contained herein.
9. **ENVIRONMENTAL INDEMNIFICATION.** Buyer covenants and agrees to indemnify, defend, and hold the City harmless from and against any and all claims, damages, losses, liabilities, obligations, settlement payments, penalties, assessments, citations, directives, claims, litigation, demands, defenses, judgments, costs, or expenses of any kind, including, without limitation, reasonable attorneys', consultants', and experts' fees incurred in investigating, defending, settling, or prosecuting any claim, litigation or proceeding, that may at any time be imposed upon, incurred by or asserted or awarded against Buyer or the City and relating directly or indirectly to the violation of or compliance with any federal, state, or local environmental laws, rules, or regulations governing the release, handling or storage of hazardous wastes or hazardous materials and affecting all or any portion of the Premises, except to the extent that such a claim results directly from the City's release, handling or storage of hazardous wastes or hazardous materials on the Premises. This duty to indemnify, defend, and hold harmless shall be included in a covenant in the deed and shall run with the land conveyed and be binding upon Buyer's successors, assigns, and transferees.
10. **CLOSING.** Time is of the essence in the performance of this agreement. The closing shall be held at the offices of Buyer's counsel at a date and time specified by

two weeks' written notice from Buyer to the City on or before the day that is twenty (20) months after the Effective Date (the "Closing Date"). At the Closing:

- a. The City shall execute, acknowledge and deliver to Buyer a municipal quitclaim deed conveying to Buyer good and insurable title to the Premises, free and clear of all encumbrances except as otherwise set forth herein.
- b. Buyer shall deliver the Purchase Price to the City.
- c. Each party shall deliver to the other such other documents, certificates and the like as may be required herein or as may be necessary to carry out the obligations under this Agreement.
- d. Buyer shall deliver evidence, reasonably satisfactory to City's Corporation Counsel, that the entity receiving title to the Premises is in good standing under Maine law, and that the individuals acting at Closing and executing documents on behalf of Buyer are authorized to do so.

11. BUYER'S POST CLOSING OBLIGATIONS; RIGHTS OF CITY TO REPURCHASE PROPERTY.

As set forth in the Proposal, the Project includes a rental housing project and a limited equity cooperative housing project (hereinafter referred to as the "Rental Housing Project" and the "Cooperative Housing Project," respectively). Within thirty-two (32) months of the Effective Date, Buyer shall commence construction of both the Rental Housing Project and the Cooperative Housing Project.

a. Rental Housing Project.

- i. The Rental Housing Project will consist of an apartment building including no less than 56 units, with a mixture of one-, two- and three-bedroom units. In no event shall the Rental Housing Project include fewer than 17 two-bedroom units and 10 three-bedroom units.
- ii. For a period of 99 years after the Rental Housing Project has been completed, at least 40 units in the Rental Housing Project shall be affordable to households earning less than or equal to 60% of the area median income (AMI), adjusted for family size, based on figures published annually by HUD for the Portland Metropolitan Statistical Area. If at a time in the future, HUD no longer provides these annual figures, the City will identify another similar method of determining income guidelines for affordability. For purposes of this Agreement, "affordable" means that the percentage of income a household is charged in rent and other housing expenses including utilities, shall not exceed 30% of the household's gross monthly income, except as provided below if the Project is financed with the LIHTC program. Minimum household size allowed per unit and the formula for calculating maximum allowable monthly rent is detailed on Exhibit D, which is attached hereto and made a part hereof. However, if the Rental Housing Project is financed under the Federal Low Income Housing Tax Credit (LIHTC) Program, maximum allowable rent shall

be the maximum allowable rent under the Federal LIHTC Program during the applicable time period for that Program. Upon expiration of any affordability restrictions recorded in the Cumberland County Registry of Deeds under the Federal LIHTC Program, the provisions of Exhibit D shall apply to the Rental Housing Project for the remainder of the 99-year period.

b. Cooperative Housing Project.

- i. The Cooperative Housing Project will include at least 52 units, with a mixture of one-, two-, and three-bedroom units owned by a Limited Equity Cooperative Corporation (the “Co-op”) and leased individually to the resident shareholders of the Co-op (the holding of a Co-op share and lease agreement together constituting a resident’s “cooperative interest”). In no event shall the Cooperative Housing Project include fewer than 12 two-bedroom units and 22 three-bedroom units.
- ii. Upon the issuance of a certificate of occupancy for all or a portion of the Cooperative Housing Project, or at such earlier or later time as the Buyer, in its discretion, may determine, the Buyer shall convey the Cooperative Housing Project to the Co-op organized in accordance with the Maine Cooperative Affordable Housing Ownership Act, 13 M.R.S.A. §1741-1762, as may be amended or any successor provisions thereto (the “Act”). References below to particular provisions of the Act include any successor provisions to the provisions referenced.
- iii. Rent Restrictions. For a period of 99 years after the Cooperative Housing Project has been completed, all residential units in the Cooperative Housing Project shall be affordable to households earning less than or equal to 100% of the area median income (AMI), adjusted for family size, based on figures published annually by HUD for the Portland Metropolitan Statistical Area. If, at a time in the future, HUD no longer provides these annual figures, the City will identify another similar method of determining income guidelines for affordability. For purposes of this Agreement, “affordable” means that the percentage of income a household is charged in connection with (i) its cooperative interest and other housing expenses, including utilities, shall not exceed 30% of the household’s gross monthly income or (ii) its rent and other housing expenses, including utilities, shall not exceed 30% of the household’s gross income. Minimum household size allowed per unit and the formula for calculating maximum allowable purchase price and monthly rent is detailed on Exhibit D, which is attached hereto and made a part hereof.
- iv. Income Restrictions. Except as provided below regarding the initial sale of cooperative interests, a household may only purchase a cooperative interest in a unit or if its income is not more than 100% of the AMI, adjusted for family size, as published by the U.S. Department of Housing and Urban Development (“HUD”) at the time of purchase. This income test will be used only at the time of the household’s purchase. No income test shall apply for subsequent

transfers to family members (as reasonably defined by the Co-Op Entity) or to a cooperative membership interest which is inherited or transferred upon death to a beneficiary. At the time of the initial sale of cooperative membership interests in the Co-op, up to 20% of the cooperative membership interest may be sold to households earning up to 120% AMI. All subsequent sales must be to households earning no more than 100% of AMI.

- v. The articles of organization for the Co-op shall provide that in the event the Co-op shall be dissolved, its assets will be distributed in accordance with §1754 (6) of the Act. In such dissolution, the Co-Op's assets will be used first to pay all debts and other obligations of the Co-op, then to make any distributions to members required under the Co-Op's limited equity organizational documents, then any remaining balance shall be paid to the City or, at the Buyer's option with the consent of the City not to be unreasonably withheld, to another organization permitted under §1754 (6) of the Act.

c. **Option to Repurchase All or a Portion of the Premises.**

(i) If Buyer, its successors, assigns, or transferees commences no construction of any portion of the Project to be located on the Premises within 32 months of the Effective Date, the City shall have the right, but not the obligation, to repurchase the Premises and all improvements thereon (collectively, the "Property") at the Purchase Price (the "Property Repurchase Price") plus all commercially reasonable and documented, design, development, construction, and regulatory approval expenses ("Approved Expenses") incurred by Buyer, or successors, to the date on which the City notifies Buyer, its successors or assigns, of its intent to exercise its option to repurchase the Property. The parties acknowledge and agree that the Approved Expenses are intended to include only costs incurred directly in connection with the development of the Property for documents, agreements, designs, plats, plans, approvals, and construction, the rights to which may be assigned or transferred to the City. In no event shall the **Approved** Expenses include salaries, developer fees, or the like paid by Buyer, its successors or assigns to their members, shareholders, partners, employees, or agents.

(ii) If Buyer conveys a portion of the Property (the "Co-Op Site"), which conveyance may be by creating and conveying a land condominium unit, to a separate entity (the "Co-Op Entity") for purposes of that entity developing the Cooperative Housing Project, and the Co-Op Entity fails to commence construction of the Cooperative Housing Project within 32 months of the date of this agreement or fails to complete construction of the Cooperative Housing Project within fifty (50) months of the date of this agreement, the City shall have the right, but not the obligation, to purchase the Co-Op Site and all improvements thereon for a price equal to One Hundred Thousand Dollars (\$100,000) ("Co-Op Repurchase Price") plus Approved Expenses incurred by Buyer, or successors, for purposes of developing the Co-Op Site to the date on which the City notifies Buyer, its

successors or assigns, of its intent to exercise its option to repurchase. Any conveyance of the Co-Op Site to the City will (i) be subject to any and all rights of the Rental Housing Entity (defined below) or pursuant to any condominium documents that affect or burden the Co-Op Site and (ii) include any and all rights of the Co-Op Entity over the Rental Housing Site (as defined below) or pursuant to any condominium documents.

(iii) If Buyer conveys a portion of the Property (the “Rental Housing Site”), which conveyance may be by creating and conveying a land condominium unit, to a separate entity (the “the Rental Housing Entity”) for purposes of that entity developing the Rental Housing Project, and the Rental Housing Entity fails to commence construction of the Rental Housing Project within 32 months of the date of this agreement or fails to complete construction of the Rental Housing Project within fifty (50) months of the date of this agreement, the City shall have the right, but not the obligation, to purchase the Rental Housing Site and all improvements thereon for a price equal to \$375,000 (the “Rental Housing Repurchase Price”) plus Approved Expenses incurred by Buyer, or successors, for purposes of developing the Rental Housing Site to that the date on which the Property is conveyed to the City. Any conveyance of the Rental Housing Site to the City will (i) be subject to any and all rights of the Co-Op Housing Entity (defined below) or pursuant to any condominium documents that affect or burden the Rental Housing Site and (ii) include any and all rights of the Rental Housing Entity over the Co-Op Site (as defined below) or pursuant to any condominium documents.

(iv) Any conveyance to the City pursuant to the City’s option to purchase shall be subject to all mortgages of record placed by Buyer, its successors and assigns, but only if such mortgages secure financing of the development of the Premises (the “Permitted Mortgages”). In the event that there are any Permitted Mortgages on the Property, or portion thereof, at the time City exercises its right to repurchase, the parties agree that the City shall have the option to pay the applicable Repurchase Price and Approved Expenses to the first priority mortgagee. City and its successors and assigns agrees to enter into such agreements on reasonable commercial terms as may be requested by the lenders and/or investors of Buyer, its successors and assigns, to provide such lenders or investors notice and cure rights. In furtherance, but not in limitation of the foregoing, as long as MaineHousing holds a Permitted Mortgage on the Premises, no notice given by the City to the Buyer, its successors and assigns under the City’s deed shall be valid unless and until a copy of the notice is given to MaineHousing at Maine Housing at Maine State Housing Authority, 26 Edison Drive, Augusta, Maine 04330, Attn: Legal Department. MaineHousing shall have the right, but not the obligation, to cure any default or perform any obligation under the City’s deed for thirty (30) days beyond any period during which Buyer, its successors and assigns may cure any default or perform any obligation under the City’s deed. If the City exercises any of the above right to purchase, Buyer or its successor

shall convey the Property to the City, free and clear of all encumbrances other than the Permitted Mortgages and any utility easements granted by Buyers its successors and assigns, and assign to the City all contracts, plans, and other documents related to the design, construction, and regulatory approvals for the Project. The City agrees to make reasonable modifications to the provisions regarding the City's repurchase rights to facilitate mortgage and development financing for the Project. The rights to purchase shall be assignable by the City.

(v) Buyer anticipates that the Co-Op entity will grant a mortgage on the Co-Op Site to a lender or investor to finance the purchase of the Co-Op Site and preconstruction development costs including the Co-Op's \$100,000 portion of the acquisition price, Approved Expenses and related customary and commercially reasonable financing costs (such financing is referred to as the "Pre-Development Mortgage Loan"). Buyer, for itself, its successors, and assigns, including the Co-Op Entity, agrees that it will not encumber the Co-Op Site with mortgages other than the mortgage securing Pre-Development Mortgage Loan and that such mortgage shall not exceed in the aggregate the Co-Op Pre-Development Appraised Value (as defined below) at any time prior to the closing of the full construction financing for the Cooperative Housing Project (the "Co-Op Construction Loan Closing"). Prior to the Co-Op Construction Loan Closing, notwithstanding any other provision of this Agreement, the total amount that the City is required to pay to repurchase the Co-Op Site upon exercise of its option as provided above, including Approved Expenses, shall be limited to the then-outstanding balance of the mortgage securing the Pre-Development Mortgage Loan.

The term "Co-Op Pre-Development Appraised Value" means the appraised value of the Co-Op Site as determined by an appraisal, made in accordance with all applicable professional standards, obtained by the lender making the pre-development mortgage loan to the Co-Op entity. The Co-Op entity agrees to provide a copy of that appraisal to the City prior to entering into such mortgage loan.

The provisions of this Section 11(c)(v) shall cease to apply as of the Co-Op Construction Loan Closing.

- d. For all purposes of this Section 11, construction will be deemed completed for a portion of the Project upon the issuance of a Certificate of Occupancy by the City for that portion. Upon termination of the City's option with respect to a portion of the Project, the City will, at the request of the Buyer, its successors and assigns execute and record an affidavit indicating that the City's option has terminated with respect to all or a portion of the Project. Notwithstanding anything else to the contrary in this Section 11, in the event that the City fails to give the notice exercising the City's option on or before the date that is 31 months after the Closing Date, then the City's

option shall terminate automatically without the need for further writing or recording.

- e. Notwithstanding the above provisions, if after closing, Buyer, or its successors, assigns, or transferees determines that it is not feasible to develop the Property as a rental housing project using Maine State Housing Authority financing or as a cooperative leasing/ownership structure, Buyer may develop the Property using a different financing or leasing/ownership structure so long as the unit mix and affordability criteria provided in this Agreement are satisfied. If the Buyer or its successors does so within the time periods specified, the City shall not have the right to repurchase the Property.
- f. The provisions of this Section 11 will survive closing and will be included in greater detail in the City's deed to Buyer or in a declaration of covenants, conditions and restrictions executed before or at the time of Closing, which shall be recorded in the Cumberland County Registry of Deeds.

12. ENTIRE AGREEMENT. This Agreement represents the entire and complete Agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, between the parties with respect to the acquisition or exchange of the Property hereunder. This Agreement cannot be amended except by written instrument executed by City and Buyer.

13. NON-WAIVER. No waiver of any breach of any one or more of the conditions of this Agreement by either party shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

14. HEADINGS AND CAPTIONS. The headings and captions appearing herein are for the convenience of reference only and shall not in any way affect the substantive provisions hereof.

15. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns.

16. TIME. The City and Buyer each confirm and agree that each of the time periods set forth herein are essential provisions of the terms of this Agreement.

17. GOVERNING LAW. This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.

18. NOTICE. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after the notice is delivered to an overnight delivery service with delivery confirmation, addressed to the recipients at the addresses set forth below. Either party may change addresses for purposes of this paragraph by giving the other party notice of the new address in the manner described herein.

FOR THE CITY: City of Portland
ATTN: City Manager
389 Congress Street
Portland, ME 04101

With a copy to: The Office of the Corporation Counsel at the same address.

FOR BUYER: Douglass Commons LLC
c/o The Szanton Company
482 Congress, Suite 203
Portland, ME 04101

And to:

Maine Cooperative Development Partners, LLC
c/o Brian Eng
6 City Center, Fl. 3
Portland, ME 04101

With a copy to: John S. Kaminski
Drummond Woodsum
84 Marginal Way, Suite 600
Portland, ME 04101

19. SIGNATURES; MULTIPLE COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

20. BROKERS. The City and Buyer each represent and warrant that they have not dealt with a real estate broker in connection with this transaction. Buyer agrees to indemnify and hold harmless City from any claims made by any broker should Buyer's representation in this paragraph be false. Subject to the limitations of liability set forth in the Maine Tort Claims Act, City agrees to indemnify and hold harmless Buyer from any claims made by any broker should City's representation in this paragraph be false. The foregoing indemnities shall include all legal fees and costs incurred in defense against any such claim, and shall survive closing.

21. RECITALS INCORPORATED BY REFERENCE. The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on their behalf by their duly authorized offices or representatives, on the day and year first written above.

CITY OF PORTLAND

WITNESS

Jon P. Jennings
Its City Manager

DOUGLASS COMMONS, LLC

WITNESS

By: _____
Printed Name: _____
Its _____

Approved as to Form:

Corporation Counsel's Office

CITY of PORTLAND, MAINE
Request for Proposals for Disposition of City-Owned Property
Located at 43 & 91 Douglass Street
RFP #20067

I. NOTICE AND SPECIFICATIONS

The City of Portland, Maine seeks proposals from qualified developers for the creation of residential housing at 43 & 91 Douglass Street. The site is designated on the City of Portland Tax Assessor's Map as lot CBL 078 C002 & 078 B007.

Sealed proposals for the project, including an original, seven (7) copies, and one (1) digital copy, as specified herein, will be received by the Purchasing Office, Room 103, City Hall, 389 Congress Street, Portland, Maine 04101, until 3:15 p.m., Tuesday, June 16, 2020, at which time they will be publicly opened.

Proposals shall be submitted, and returned in sealed envelopes plainly marked on the outside "Disposition and Development of Property Located at 43 & 91 Douglass Street".

Proposals that are late, unsigned or submitted via fax will not be accepted. Proposals from individuals not registered with the Purchasing Office may be rejected; receipt of this document directly from the City of Portland indicates registration. Should a person receive this Request from a source other than the City, please contact 207-874-8654 to ensure that you are listed as a recipient for this proposal.

All questions must be submitted in writing to the Purchasing Office. These may be mailed, hand delivered, faxed to (207) 874-8652 or e-mailed to mff@portlandmaine.gov and be received no later than five (5) business days prior to the opening date. Questions received after this time will not be addressed. Any interpretation, correction, or change of this document will be made only by written addenda. Changes in any other manner will not be binding on the City and proposers should not rely on. Proposers should not have contact with any City staff with regard to this proposal unless to obtain general public information as specified in the document.

The disposal of this real estate shall be on the basis of a negotiated proposal, with the City of Portland reserving the right to refuse any and all proposals. *All proposers are advised that the property will be sold "as-is" and "where is", in its existing condition, with no warranties either expressed or implied.* The City makes no representations or warranties about of any of the information about the property set forth herein, which is provided to proposers for their convenience only. The successful proposer shall be responsible to inspect the property, or to hire its own professionals to do so. The City, and its agents, make no representations or warranties with respect to the title of the property, the accuracy of any statement as to boundaries or acreage, or as to any other matters contained in any description of the property, or as to the fitness of the property for a particular purpose, or as to development rights, merchantability, habitability, or as to any other matter, including without limitation, land use, zoning and subdivision issues or the environmental, mechanical, or structural condition of the property. The City disclaims any and all responsibility for injury to proposers, their agents or others while examining the property or at any other time. The City will not be responsible for any broker's commission.

Any and all improvements made to said property must be done in accordance with existing City Codes and Ordinances.

II. GENERAL INFORMATION

Summary of Request:

The City of Portland is committed to providing housing opportunities and has set a goal to evaluate the use of City-owned property to construct housing. As one-step in accomplishing this goal, the City of Portland will accept proposals for the development of housing on the lot located at 43 & 91 Douglass Street, which currently is a vacant lot but was the former site of the West School.

This request for proposals results from the December 16, 2019 approval by the Portland City Council (Resolve 10-19/20) on the recommendation of the Housing Committee to market the City-owned vacant property located at 43 and 91 Douglass Street.

The City of Portland uses the RFP process to ensure that public resources are utilized for maximum public benefit while accomplishing specific objectives and providing fair access to all applicants.

Site Information:

- a. Location:** 43 & 91 Douglass Street, as identified in the City of Portland Assessor's records as lot CBL 078 C002 and 078 B007, in the R-5 zone. The lot includes the former site of the West School. The site for disposition includes a portion of 91 Douglass Street, but not the entire lot (See Attachment 2).
- b. Existing Conditions:** 43 & 91 Douglass Street is located on two parcels with frontage on Douglass Street in the Libbytown neighborhood. A right-of-way bisects the two parcels. The surrounding context is predominantly residential with the majority of homes in the area being one and multi-family structures. Dougherty Play Field abuts the property to the north.
- c. Current use:** Vacant lot.
- d. General Dimensions:** 43 Douglass Street (estimated at .3981 acres), and an estimated 2.85-acre portion of 91 Douglass Street.
- e. Current Zoning:** R-5. The minimum lot size in the R-5 zone is 6,000 square feet for residential development (single-family and two-family), 9,000 square feet for a multi-plex development (three-family or more), and 2 acres for a planned residential unit development (PRUD). This parcel would allow for residential, multi-family, and PRUD development. The minimum lot area per unit in a PRUD is 3,000 square feet; the maximum units per building is 12 units. At an estimated 141,570 square feet, the maximum number of residential units that could be developed within a PRUD is 47 units. For complete zoning requirements, please refer to Chapter 14, Land

Use, of the City Code.

- f. **Rezoning:** Higher density zoning that furthers exceptional projects and other city goals as outlined in Section III may be considered. It should be noted that changes to zoning require both Planning Board and City Council approval.
- g. **Condition of the property at the time of sale:** This parcel is the location of a former city-dump, and later the West School. A natural gas line and gas company easement are located in the right-of-way and the 43 Douglass Street parcel thus precluding development over these sites. A 40' wide sewer easement is also identified in the unbuildable portion of the site.
- h. **Environmental Conditions:** A Phase II Environmental Site Assessment (ESA) has been completed to evaluate current environmental conditions. Based on findings, special soil disposal restrictions may be required. Participation in the Maine DEP Voluntary Response Action Program (VRAP) should be considered. The Phase II ESA will be available on-line.
- i. Proposers are urged to investigate water sources and utility connection requirements with the Department of Public Works.

III. CITY GOALS

The City's primary goals for the use of the property are:

1. Developments shall provide mixed income units. All units must be affordable to households earning 60% to 120% of the area median income (AMI). Currently, 60% AMI for a family of four is \$55,800 and 120% AMI for a family of four is \$111,600.

Affordable means that the percentage of income a household is charged in rent and other housing expenses including utilities, or must pay in monthly mortgage payments (including real estate taxes, mortgage insurance, condominium/HOA fees, insurance and utilities), does not exceed 30% of a household's gross income, or other amount established in city regulations that does not vary significantly from this amount.

Restrictions on the affordability of units must be in place for a minimum of 30 years for homeownership units, and the longest period allowed by law for rental units.

2. Development of mixed income homeownership or rental housing of excellent building and site design. Design principles should promote efficient use of land to create a development that is compatible with the existing pattern, scale, massing, and materials of the surrounding neighborhood. The development's buildings shall be designed to meet the City's Green Building Code.
3. Rezoning may be considered to support increase housing development opportunities or maximize the number of allowable housing units on the property.
4. Developments shall create housing options that are age inclusive.

The general terms for this real estate transaction include:

- Units must be used as the principal residence of the owner/tenant and owner/tenant shall not use the unit for the conduct of business (except for a home occupation allowed under the City of Portland zoning ordinance) or as an investment property. Units shall not be rented for short-term periods of one to thirty days.
- Property Sale Price. The City expects to receive Fair Market Value (“FMV”) for the property.
- Alternative Ownership Models. Alternative ownership models that will encourage a mixed income community with long term affordability for the maximum number of units, such as limited equity units, co-housing, cooperative, or a community land trust, may be considered in order to ensure the units affordability over time.
- Proposals must outline how they will maintain affordability.
- Other City Incentives. Other city financial incentives may be considered to support increase housing development opportunities or maximize the number of allowable housing units on the property.

IV. PROPOSED SCORING

An internal staff Committee will review proposals received, and will apply the following selection criteria in reviewing and scoring the applications.

Proposed use to achieve the City of Portland's goals

40 points

1. Market Demand - 20 points
 - a. 20 points - all units meet the City’s Goals and Terms noted in Section III
 - b. 15 points - at least 75% of the units meet the City’s Goals and Terms noted in Section III
 - c. 10 points - at least 50% of the units meet the City’s Goals and Terms noted in Section III
 - d. 0 points - project does not meet the City’s Goals and Terms noted in Section III
2. Economic diversity - 10 points
 - a. 10 points - creates housing options which promote economic diversity in the neighborhood in which the development is located
 - b. 0 points - does not promote economic diversity
3. Age Inclusive – 10 points
 - a. 10 points – creates housing which is age inclusive
 - b. 0 points – does not create housing which is age inclusive

Impact on surrounding neighborhood, including design.

25 points

1. Project Design -15 points
 - a. 15 points - the proposal is consistent with design characteristics
 - b. 10 points - the proposal is an adequate fit with neighborhood characteristics
 - c. 0 points - the design is a significant outlier
2. Amenities and unit design - 10 points
 - a. 10 points - amenities & unit design are well thought out and appropriate for residents
 - b. 5 points - amenities & unit design are adequate

- c. 0 points - amenities and unit design raise significant concerns that resident needs will not be adequately addressed

Applicant's ability to complete project, including financial feasibility, development team experience, capacity, and timeframe for completion.

35 points

1. Readiness to proceed - 15 points
 - a. 15 points - all projected sources of funding include letters of commitment or interest are projected at terms and conditions consistent with the City's prior experience with the funder
 - b. 10 points - most projected sources of funding include letters of commitment, letters of interest, or, if no letter is included, are projected at terms and conditions consistent with the City's prior experience with this funder
 - c. 0 points - one or more sources are projected on terms that are not consistent with the City's prior experience with the funder and are not documented by letter(s) from funder(s)
2. Track record of development team - 10 points
 - a. 10 points - every development team member has a successful track record with this type of project and at this scale
 - b. 8 points - all but one development team members have a successful track record with this type of project and at this scale; one development team member has relevant experience but at a smaller scale or not of this project type
 - c. 5 points - two development team members, while having relevant experience, are new to this type of project or this scale of development
 - d. 0 points - the development team does not meet the criteria above
3. Current Capacity of development team - 10 points
 - a. 10 points - development team members have exceptional depth of human and financial resources to complete this project
 - b. 8 points - development team members have the human and financial resources to complete this project
 - c. 5 points - development team has a staffing gap in a significant role and a plan to address that gap, OR there are some concerns about the financial resources of the team to move the development forward
 - d. 0 points - the development team does not meet the criteria described above

SUBMISSION INFORMATION

Interested parties are asked to submit a concept development (including preliminary drawings) and a brief description of the project, no longer than two pages, to include the number and type of units, occupants (owners/renters) to be served, special features, the impact on the neighborhood and other ways the proposal meets the primary goals of the City. A general project budget with projected funding sources, development timeline, and development team qualifications and financial capabilities is also required. This RFP does not require detailed architectural drawings or development pro formas.

Photographs and maps of the site and area are required.

- a) **Developer:** Name, address, telephone, email, fax number of the proposed owner/developer and the name(s) of an alternative contact person(s).
- b) **Proposal:** Each proposal submitted must specifically outline the proposed use of the property and any proposed rezoning requests.

- c) **Financial Feasibility:** Provide a business plan, which shall include prospective and committed sources of funding, development and operating budgets; a letter from a lending institution indicating the applicant's ability to finance the projected costs; and provide examples of prior projects that indicate the proven ability to develop a project of similar type and scale from a fiscal perspective.
- d) **Timetable:** Provide an overview of how the proposal will be implemented. Include approximate schedule for completion of each element, closing, construction start-up, substantial completion, final completion, and occupancy. Include applications for public or private financing.
- e) **Developer Capacity:** Identify the qualifications and experience of the development team for the project including a list of previously completed projects similar to the proposed project. This team may include key staff of the developer, architect, general contractor and future property management. Also, discuss the ability to complete the project including the qualifications of the development team, management plan, experience, capacity, project readiness to proceed, and timeframe for completion.
- f) **Occupancy and Management Plan:** Present a plan detailing the ownership structure (condominium, cooperative, etc.), resale restrictions and resale process, to ensure mixed income and long-term affordability.
- g) **Purchase Price:** Proposed purchase price for the property.
- h) **Copies:** Seven (7) copies, with the original so marked, and one (1) digital copy of each proposal shall be submitted.

V. SALE INFORMATION

After proposals are opened, city staff will make a recommendation to the City Council's Economic Development Committee (EDC) and the Housing Committee (HC). The EDC and HC will make a recommendation to the City Council.

VI. OTHER INFORMATION

Confidentiality: Proposals received by the City shall become a matter of public record, subject to public inspection, except to the extent, which an applicant designates in writing, proprietary data to be confidential and submits that data under separate cover, such information, may, to the extent permitted by law, be held from public inspection, as provided in applicable Maine law, including, without limitation, 5 MRS Sections 13119-A and 13119-B.

VII. LEGAL REQUIREMENTS

The contract for the disposition of the property will be executed only after review and final approval by the City Council.

VIII. RESERVATION of RIGHTS

The City of Portland reserves the right, at its sole discretion, to award as well as reject any and all proposals for the city-owned property, based on the quality and merits of the proposals received, or when it is determined to be in the public interest to do so. Furthermore, the City may extend deadlines and timeframes, as needed.

The City reserves the right to substantiate any proposer's qualifications, capability to perform, availability, past performance records, and to verify that the proposer is current in its financial obligations to the City.

The City of Portland, Maine, reserves the right to waive any informalities in proposals, to accept any proposal or portion thereof, and, to reject any and all proposals, as well as negotiate with the successful proposer(s) should it be in the best interest of the City to do so for a final purchase and sale agreement and ultimate sale of the property.

Pursuant to City procurement policy and ordinance, the City is unable to contract with businesses or individuals who are delinquent in their financial obligations to the City. These obligations may include but are not limited to real estate and personal property taxes and sewer user fees.

Proposers who are delinquent in their financial obligations to the City must do one of the following: bring the obligation current, negotiate a payment plan with the City's Treasury office, or agree to an offset, which shall be established by the contract, which shall be issued to the successful proposer

April 10, 2020

Matthew F. Fitzgerald
Purchasing Manager

Attachments:

- A. Proposal Signature
- B. Portland Assessor's Record
- C Site Map
- D Phase II ESA available online

PROPOSAL**NOTE: THIS PAGE IS TO BE COMPLETED AND RETURNED**

The UNDERSIGNED hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, which it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same.

The UNDERSIGNED hereby declares that they have read and understand all conditions as outlined in the Request for Proposals, and that the proposal is made in accordance with same.

The UNDERSIGNED hereby declares that any person(s) employed by the City of Portland, Maine, who has direct or indirect personal or financial interest in this proposal or in any portion of the profits which may be derived therefrom has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a City employee who would be paid to perform services under this proposal. An example of an indirect interest would be a City employee who is related to any officers, employees, principal or shareholders of your firm or to you. If in doubt as to status or interest, please disclose to the extent known).

The proposer acknowledges the receipt of Addenda numbered _____
If Applicable

COMPANY NAME: _____
(Individual, Partnership, Corporation, Joint Venture)

AUTHORIZED SIGNATURE: _____ DATE: _____
(Officer, Authorized Individual or Owner)

PRINT NAME & TITLE: _____

ADDRESS: _____

TELEPHONE: _____ E-MAIL: _____

FEDERAL TAX ID #: _____ DUNS #: _____

STATE OF INCORPORATION _____

(If incorporated in another State, businesses must be authorized to do business in the State of Maine.)

In your organizations preceding completed fiscal year, did the organization receive:

(1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; AND

(2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? ☐ Yes ☐ No

Does the public have access to information about the compensation of the executives in the organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (18 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☐ No

NOTE: All bids must bear the handwritten signature of a duly authorized member or employee of the organization making the bid. **This sheet must be signed and returned with the application package.**

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

New Search!

Current Owner Information:

CBL	078 C002001
Land Use Type	GOVERNMENTAL
Verify legal use with Inspections Division	
Property Location	43 DOUGLASS ST
Owner Information	CITY OF PORTLAND 389 CONGRESS ST PORTLAND ME 04101
Book and Page	
Legal Description	78-C-2 DOUGLASS ST 43-53 REAR PROPOSED ST 17340SF
Rental Registration	No
Acres	0.3981

Current Assessed Valuation:

TAX ACCT NO.	10005	OWNER OF RECORD AS OF APRIL 2019
LAND VALUE	\$49,000.00	CITY OF PORTLAND
BUILDING VALUE	\$0.00	389 CONGRESS ST
MUNICIPAL TYPE	(\$49,000.00)	PORTLAND ME 04101
NET TAXABLE - REAL ESTATE	\$0.00	
TAX AMOUNT	\$0.00	

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

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

New Search!

Current Owner Information:

CBL	078 B007001
Land Use Type	GOVERNMENTAL
Verify legal use with Inspections Division	
Property Location	91 DOUGLASS ST
Owner Information	CITY OF PORTLAND 389 CONGRESS ST PORTLAND ME 04101
Book and Page	
Legal Description	78-B-7 DOUGLASS ST 91-105 195648 SF
Rental Registration	No
Acres	4.4915

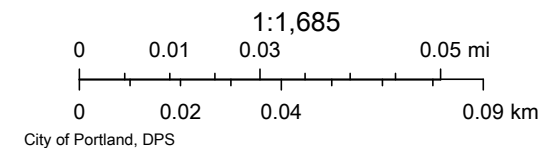
Current Assessed Valuation:

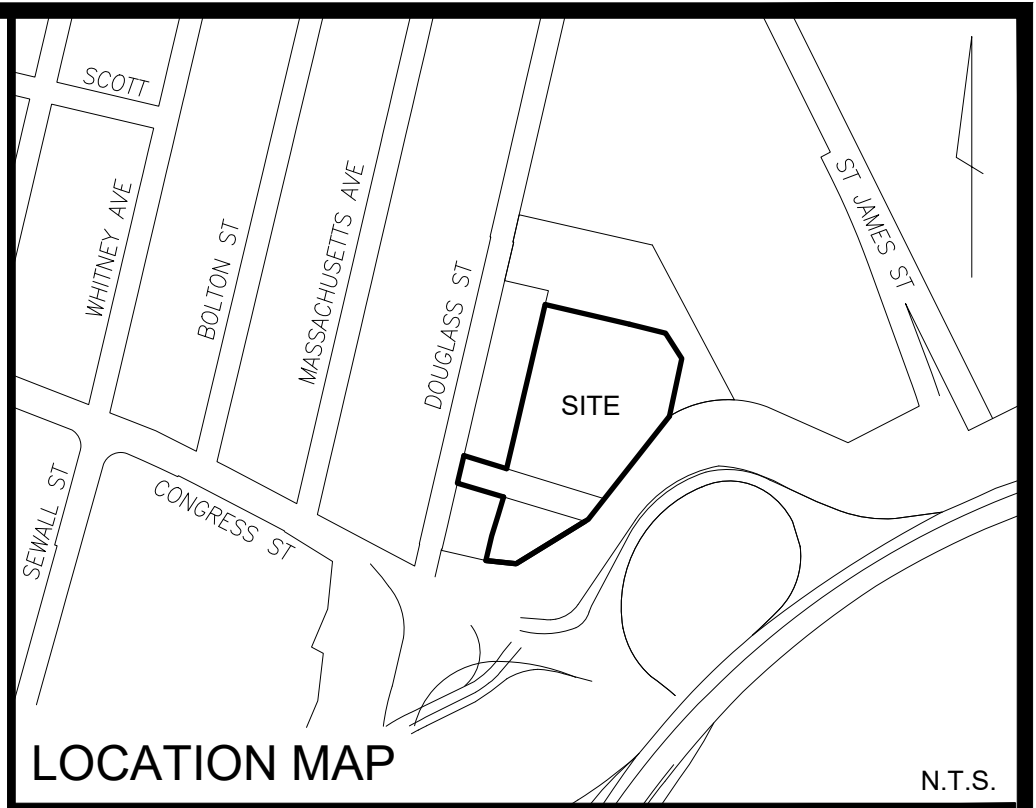
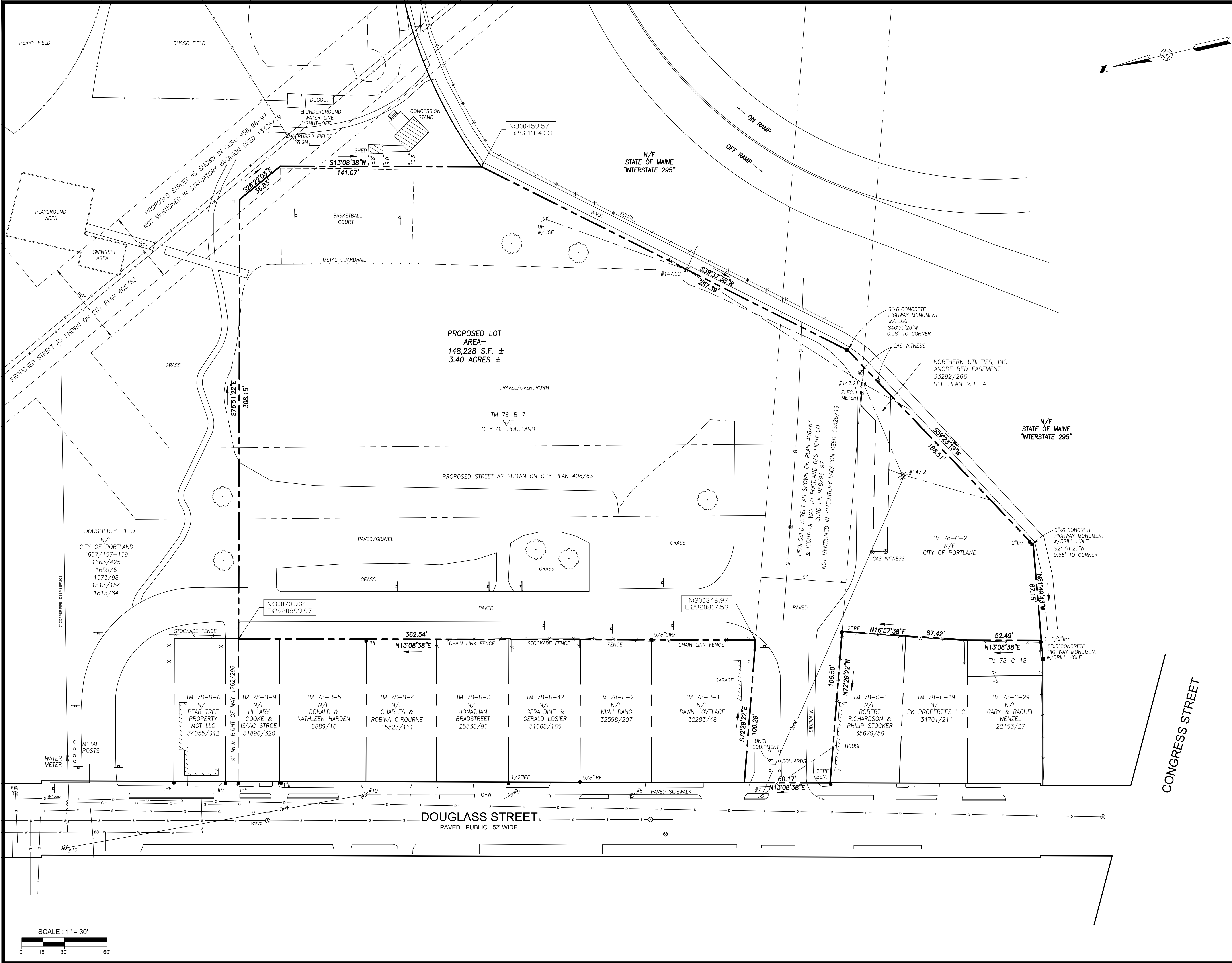
TAX ACCT NO.	10005	OWNER OF RECORD AS OF APRIL 2019
LAND VALUE	\$489,100.00	CITY OF PORTLAND
BUILDING VALUE	\$0.00	389 CONGRESS ST
MUNICIPAL TYPE	(\$489,100.00)	PORTLAND ME 04101
NET TAXABLE - REAL ESTATE	\$0.00	
TAX AMOUNT	\$0.00	

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



3/10/2020, 12:45:58 PM

 Override 1



LEGEND

●	IRON PIPE OR ROD FOUND	—X—X—	FENCE
■	MONUMENT FOUND	—	CURB
○	UTILITY POLE	—OHW—	OVERHEAD WIRES
⊙	MANHOLE	—D—	STORM DRAIN
⊕	SIGN	—S—	SANITARY SEWER
⊗	WATER VALVE OR SHUTOFF	—G—	GAS LINE
⊙	TREE	—W—	WATER LINE
		IPF/IRF	IRON PIPE OR ROD FOUND
		N/F	NOW OR FORMERLY
		000/000	DEED BOOK / PAGE

- PLAN REFERENCES**
- BOUNDARY WORKSHEET OF DOUGHERTY FIELD DOUGLASS STREET, ST. ST. JAMES ST. AND INTERSTATE 295, BY THE CITY OF PORTLAND PUBLIC WORKS DEPARTMENT ENGINEERING SECTION DATED MARCH 2006, CITY PLAN 991/3.
 - PLAN OF PROPERTY IN PORTLAND, MAINE BELONGING TO THE J.B. BROWN & SONS CORP & HEIRS OF ST JOHN SMITH BY E.C. JORDAN & CO., CITY PLAN 463/5.
 - PLAN OF LAND CONGRESS AND DOUGLASS STREETS OWNED BY CITY OF PORTLAND PARK COMMISSION BY CHANDLER H. BARRON C.E. DATED NOVEMBER 1946, CITY PLAN 799/8.
 - ANODE BED EASEMENT DOUGLASS STREET AT DOUGHERTY FIELD BY CITY OF PORTLAND PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION DATED 09/30/2016, CITY PLAN 882/53.
 - MAINE STATE HIGHWAY COMMISSION RIGHT OF WAY MAP STATE HIGHWAY "295" PORTLAND CUMBERLAND COUNTY FEDERAL AID PROJECT NO. 1-295-3(24)8(25) DATED MAY 1967.

- GENERAL NOTES**
- OWNER OF RECORD: CITY OF PORTLAND
389 CONGRESS STREET, PORTLAND, MAINE
TAX MAP 78 BLOCK C LOT 2
TAX MAP 78 BLOCK B LOT 7
 - BEARINGS AND COORDINATES ARE BASED ON MAINE STATE PLANE COORDINATE SYSTEM, WEST ZONE NAD 83 PER PLAN REFERENCE 1.
 - THE SURVEYED PROPERTY IS IN THE R5 RESIDENTIAL ZONE.

UTILITY NOTE

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEY HAS NOT PHYSICALLY LOCATION THE UNDERGROUND UTILITIES. CALL 1-888-DIGSAFE AT LEAST THREE BUSINESS DAYS BEFORE PERFORMING ANY CONSTRUCTION. DUE TO OSHA CONFINED SPACE REQUIREMENTS, ALL INVERTS AND PIPE SIZES MUST BE VERIFIED PRIOR TO ANY CONSTRUCTION.

CERTIFICATE

OWEN HASKELL, INC. HEREBY CERTIFIES THAT THIS PLAN IS BASED ON, AND THE RESULT OF, AN ON THE GROUND FIELD SURVEY AND THAT TO THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF, IT CONFORMS TO THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS CURRENT STANDARDS OF PRACTICE.

RANDY R. LOUBIER, PLS #2407

DATE

Boundary Survey
At
43 & 91 Douglass Street, Portland, Maine
Made for
The Szanton Company
482 Congress St., Ste. 203, Portland, Maine

OWEN HASKELL, INC.
PROFESSIONAL LAND SURVEYORS
390 US ROUTE 1, UNIT 10, FALMOUTH, ME 04105 TEL. 207-774-0424

DRAWN BY: RS / JLV DATE: MARCH 1, 2021 JOB NO. 2021-026 P
CHECKED BY: RRL SCALE: 1" = 30' DRWG. NO. 1

A. Developer

RFP#20067

Nathan Szanton
482 Congress, Suite 203
Portland, ME 04101
nszanton@szantoncompany.com
Phone: 207-871-9811
Fax: 207-245-6442

Alternative Contact:
Carl Szanton
cszanton@szantoncompany.com
Phone: 207-712-6191

B. Douglass Commons Proposal

Imagine a neighborhood that has gardens, courtyards, and green alleys where children of diverse backgrounds play and ride their bikes. Where adults chat about how to manage the grounds, while gardening in raised beds. Where in winter, a single mom and a retiree can share a cup of coffee in a warm, plant-filled space, while watching kids on the snowy playground outside. A neighborhood where retirees, immigrant families, and single parents have the option to rent or own their home, at an affordable cost, and share outdoor gardens and play space.

Douglass Commons aims to be that neighborhood, by building a mix of affordable apartments and Limited Equity Ownership homes on the former West School Site in the Libbytown Neighborhood of Portland, Maine. We hope that our vision will become a replicable model of diversity, equity, cooperation, and community throughout the city and region.

Proposed Use to Achieve the City of Portland's Goals: Market Demand (20 Points)

85% of homes will be priced to be affordable for households earning between 60%-100% of Area Median Income (AMI). Affordability restrictions on Limited Equity Co-op units will be permanent, and for the Apartments, the longest period allowed by law, secured by covenants.

Economic Diversity (10 Points) Douglass Street Commons provides housing options which promote economic diversity in the neighborhood by creating a mixed-income community with long-term affordability in both the Apartments and Co-op homes.

	LIHTC Apartments		Co-op Ownership		Apartments + Co-op	
Income Level: % of Area Median Income (AMI)	Homes	%	Homes	%	Homes	%
50% AMI	16	29%	0	0%	16	15%
60% AMI	24	43%	14	27%	38	35%
80% AMI	0	0%	17	33%	17	16%
Market Rate	16	29%	0	0%	16	15%
100% AMI	0	0%	21	40%	21	19%
Total	56	100%	52	100%	108	100%
Total homes between 60-100% AMI					92	85%

Age Inclusive (10 Points) Both the Co-op and Apartments provide housing which is age-inclusive. There will be large homes and play space for families with children, and small homes, social rooms, and gardens for adults of all ages. Cooperative ownership, shared spaces, and management of co-op by the Cooperative Development Institute will help cultivate community cohesion. We estimate 250 new residents, including 100 children.

Impact on Surrounding Neighborhood: Project Design (15 points)

Our proposal is consistent with the existing pattern, scale, massing, and materials of the surrounding neighborhood. The 3.24 acre site is a vacant lot bounded by playing fields, a site for a future playground, single family and multifamily homes, and a highway ramp. We hosted two design charrettes with both existing neighbors and future residents, and won support from the neighborhood association for our design. Douglass Commons will improve the neighborhood by:

- Creating green space and pathways, connecting transit, trails, and sidewalks that are welcoming to existing neighbors, bikers, pedestrians, and children.
- Facing new homes towards the future Douglass Street playground, fields, and skate park, will make them safer for neighborhood children.
- Replacing the road behind the existing homes on Douglass Street with trees.
- Placing new two-story homes near existing homes and larger buildings farther away.
- Providing community meeting space to the existing neighborhood.
- Accommodating storm water runoff with rain gardens.

Amenities and unit design (10 points)

Amenities & unit design have been well thought out and are appropriate for residents. A mix of unit sizes accommodate a wide range of household sizes and types. The Co-op is a combination of townhomes and 12 unit buildings with community rooms that look out onto patios and green spaces for outdoor eating and play, shared guest rooms, balconies, shared cars, garden plots, and EV charging stations. The Apartments will have a fitness room, community room, bike storage room, and an on-site resident services coordinator and property manager. The Apartments and Co-ops buildings will likely be built to passive house standards and have solar panels, exceeding the city's green building standards. The current unit mix estimates for the Apartments are as follows: 28 one-bedroom; 17 two-bedroom; 10 three-bedroom units. The current unit mix for the Co-op is as follows: 18 one-bedroom, 12 two-bedroom, 6 three-bedroom + 16 three-bedroom townhomes.

Applicant's ability to complete the project, including financial feasibility, development team experience, capacity, and timeframe for completion. (35 points total)

- **Readiness to proceed (15 points)** We have letters of commitment or interest from all projected sources of funding except where procurement rules disallow.
- **Track record of development team (10 points)** Every development team member has a successful track record with this type of project and at this scale.
- **Current capacity of development team (10 points)** Our development team members have exceptional depth of human and financial resources to complete this project.
(See attachments for details)

Proposed Re-Zoning

The current zoning, R-5, allows a maximum of 47 units as planned residential unit development (PRUD). Based on the city's stated willingness to rezone to maximize the number of affordable

homes, to allow higher density to further exceptional projects, and to further the city's comprehensive plan, we plan to request a rezone to R-6 to allow for approximately 108 units.

C. Financial Feasibility

Prospective and Committed Sources of Funding & Letters from Lending Institutions

Apartments

- MaineHousing (Affordable housing tax credits, debt) - letter attached
- Northern New England Housing Investment Fund (investment in tax credits) - letter attached
- Bangor Savings Bank (construction loan) - letter attached
- City of Portland Affordable Housing TIF (75% for 30 years)

Co-op

- Centennial Mortgage HUD Section 213 Loan - letter attached
- Cooperative Fund of New England (CFNE) - Pre-development Funds - letter attached
- Share sales from prospective residents - equivalent of down payment on condo (Approximately \$20,000/unit, variable by income level) - letter attached
- City of Portland Affordable Housing TIF (75% for 30 years) - letter not allowed
- City of Portland Housing Trust Fund (\$400,000 est.) - letter not allowed
- Maine Housing Community Solutions Grant (\$400,000 est) - letter not allowed
- GPCOG & EPA Brownfield Funds (up to \$750,000, if needed) - letter now allowed

Attachments:

Attachment 1: Site Images

Site Photographs and Maps

Proposed Site Plan & Rendering

Attachment 2: Letters of Interest and Support

Letters: Libbytown Neighborhood Association, Cooperative Development Institute, Prospective Residents, MaineHousing, Northern New England Housing Investment Fund, Bangor Savings Bank, Centennial Mortgage, Cooperative Fund of New England

Attachment 3: Team Portfolios. Examples of prior projects that indicate the proven ability to develop a project of similar type and scale from a fiscal perspective.

Portfolios: Szanton Company, Maine Cooperative Development Partners, Kaplan Thompson Architects, Aceto Landscape Architects, Archetype Architects, UHAB, Cooperative Development Institute, Acorn Engineering, Credere Associates.

C. Financial Feasibility cont. Development and Operating Budgets

Co-op Development Budget

Project Costs			Project Sources	
Land Acquisition	\$100,000		HUD 213 Loan	\$13,038,000
Construction	\$11,866,328		Co-op Member Equity	\$1,162,050
Brownfields	\$750,000		EPA Brownfields	\$750,000
Professional & Consulting / Soft Costs	\$1,216,198		Housing Trust + Community Solutions Grants	\$800,000
Financing Costs	\$1,022,836			
Architect	\$794,688			
Total	\$15,750,050		Total	\$15,750,050

Co-Op Operating Budget

Annual Income	
Income from Rents	\$1,149,415
AHTIF Income	\$193,000
Total Income	\$1,342,415
Annual Expenses	
Admin: Advertising, legal, software	\$50,500
CDI Resident Services, Training	\$25,000
Utilities: Electricity, Water & Sewer, Internet	\$76,600
Replacement Reserve	\$25,000
Taxes & Insurance	\$277,000
Maintenance: snow, trash, landscape, repairs	\$50,400
Total Expenses before Debt Service	\$504,500
Net Income before Debt Service	\$837,915
Debt Service	\$803,900
Net surplus	\$34,015

C. Financial Feasibility cont. Development and Operating Budgets

Apartments Development Budget

Project Costs		Project Sources	
Land Acquisition	\$375,000	Equity – Federal Housing Tax Credits	\$6,879,312
Construction Including Environmental Remediation	\$10,876,172	Interest-Only Mortgage from Maine Housing	\$6,474,690
Consulting & Professional Fees	\$845,500	Deferred Loan from MaineHousing	\$800,000
Financing Fees & Construction Loan Interest	\$604,398		
Architectural /Engineering	\$457,000		
Operating Escrows	\$609,932		
Legal	\$176,000		
City/State/Federal Fees	\$135,000		
Insurance	\$55,000		
Taxes	\$20,000		
Total	\$14,154,002	Total	\$14,154,002

Apartments Operating Budget

Annual Income	
Annual Residential Rents	\$782,507
Laundry Income	\$13,440
Proposed TIF returned from City	\$75,600
Total Income	\$871,547
Annual Expenses	
Administrative	\$112,579
Utilities	\$75,400
Maintenance	\$105,000
Taxes & Insurance	\$106,400
Debt Service	\$388,482
Required Reserve Contributions	\$25,200
Total Expenses	\$813,061
Annual Cash Flow	\$58,486

D. Timetable:

Provide an overview of how the proposal will be implemented. Include approximate schedule for completion of each element, closing, construction start-up, substantial completion, final completion, and occupancy. Include applications for public or private financing.

Month	Apartments	Co-op
April 2020	RFP Released, Form team	
May 2020	Outreach to future residents, and neighborhood groups for Design Charrettes	
June 2020	RFP Deadline	
Aug 2020	RFP Award, Obtain site control, Apply for new EPA Phase 1, do additional Brownfield tests, apply for CFNE funds for Co-op	
Oct 2020	Apply for EPA Brownfield Grant	
Jan 2021-July 2022	Start TIF request to City of Portland, LIHTC apply for CDBG Funds from Maine DECD, Work on obtaining Zone Change from City of Portland	
Mar 2021	EPA Brownfield Award Notification	
Mar 2021	Market Study, Obtain renewed letters of interest from investor and construction loan support	Apply for Housing Trust Fund and Community Solutions Grant, Start HUD Concept Package
Jun 2021	Planning Board Review	Market Study, Marketing, Start Pre-sales
Jul-Sep 2021	Prepare & submit Tax Credit Application to Maine Housing	Start HUD Phase I application, Design & Permitting, HUD Processing
Nov 2021- Apr 2022	Get results of LIHTC Application Review, Design Development and Construction Documentation	Design Development and Construction Documentation
Dec 2021 - Jan 2022	Interview and select construction manager	Interview and select construction manager
Mar 2022	Start Construction Bidding Process	Start Construction Bidding Process
May 2022	Receive Construction Bids	Receive Construction Bids
Jul 2022	Construction Loan Closing	HUD 213 Loan Closing
Jul 2022- Aug 2023	Construction	Construction
Aug 2023	Doors Open	

E. Developer Capacity:

Identify the qualifications and experience of the development team for the project including a list of previously completed projects similar to the proposed project. This team may include key staff of the developer, architect, general contractor and future property management. Also, discuss the ability to complete the project including the qualifications of the development team, management plan, experience, capacity, project readiness to proceed, and timeframe for completion. Examples of prior projects that indicate the proven ability to develop a project of similar type and scale from a fiscal perspective.

We have assembled an experienced and qualified team where every core member of this team has completed projects of this size and scale. The Szanton Company has an exceptional depth of human and financial resources to complete this project. They have currently completed 9 projects of this size and scale, and their 10th and 11th are currently in construction. The Szanton Company has brought on a number of its specialists to aid with designing this innovative village that excel in green design, site planning, and environmental remediation. The Szanton Company is committed to long-term ownership of its apartment assets. In 2013, it founded Saco Falls Management, its property management arm, to ensure the highest standards of appearance and livability for our residents, neighbors, and communities. The Co-op team has assembled a team of local professionals with excellent reputations, supported by outside consultants to cover every aspect of a new construction limited equity cooperative of this size. The HUD 213 program is designed specifically for cooperatives, and offers favorable terms which support long-term affordability. Project completion is projected for summer 2023. The Apartment and Co-op teams will work together on overall site design, civil engineering, zone change, and brownfields cleanup.

See Attachment 3: Portfolios

Team Member	Company	Role	Similar Projects Completed
Nathan Szanton	The Szanton Company	Apartment Developer President	Casco Terrace, Walker Terrace, 53 Danforth, Furman Block, The Squamscott Block, 48 Hampshire, Huse School Apartments, Mill at Saco Falls, Lofts at Saco Falls, Lofts at Bates Mill
Robert Monks	The Szanton Company	Partner	Created over 6,000 units of affordable housing across the country; In Portland, redeveloped the Portland Performing Arts Center, Baxter Library, and Oak Street Dorms

Amy Cullen	Saco Falls Management	Apartment Management President	Casco Terrace, Walker Terrace, 53 Danforth, Furman Block, The Squamscott Block, Huse School Apartments, Mill at Saco Falls, Lofts at Saco Falls, Lofts at Bates Mill
David Lloyd	Archetype Architects	Apartment Architect	Verdante, Hobson's Landing, 20 Thames Street, Bramhall Row, 118 on Munjoy Row, One Joy Place, Luminato, 81 Danforth, Casco Terrace, Walker Terrace, 53 Danforth, Furman Block, The Squamscott Block
Brian Eng	Partner, Maine Cooperative Development Partners	Co-op Development Team	M North in Orlando, 288-units in Orlando, Florida. (https://www.mnorthorlando.com/) Master developer of city-owned land on the former Maine Energy Recovery Corp. in Biddeford
Liz Trice	Partner, Maine Cooperative Development Partners	Co-op Development Team	645 Congress Street (with Shinberg/Alfond), Danforth on High (Rando Orbit/Peter Bass), 58 Boyd (Portland Housing Authority), all Portland.
Matt Peters	Partner, Maine Cooperative Development Partners	Co-op Development Team	Young St Apartments, South Berwick; Ridgewood II, Gorham One Meeting Pl, Exeter, NH; Meadows, North Hampton, NH; Carleton St, Portland; Bayside Anchor, Portland; Bartlett Woods, Yarmouth
Jesse Thompson	Kaplan Thompson Architects	Co-op Architect	Parris Terraces, Portland ME; Harborview Townhomes, Portland ME; Blackstone Senior Living, Falmouth, ME; Bayside Anchor Apartments, Portland, ME
Nick Aceto	Aceto Landscape	Landscape	The Downs, Scarborough ME (510

	Architects	Architect	Acre Mixed-Use Master Planned Community); Phases 1 & 3; Jackson Laboratory, Bar Harbor ME (37 Acre Employee Co-Housing Community); Cumberland Multi-Gen COmmunity https://www.mainebiz.biz/article/future-proofing-development-designers-are-ready-for-climate-change
Rip Patten	Credere Associates LLC	Brownfield Assessment & Cleanup Consultant	Marada Adams School, 48 Moody Street, Portland; Thornton Heights Commons, 611 Main Street, South Portland; State Street School, 261 Center Street, Brewer
Jonah Fertig-Burd	Cooperative Development Institute	Co-op Formation & Management	Mountainside Cooperative, Camden, ME (52 units); Charter Oaks, Arundel, ME (40 units); Sunset Terrace, Rockland, ME (76 units); Wardtown Cooperative, Freeport, ME (60 units); Halifax Mobile Home Estates Association, Halifax, MA (430 units); Farrington's/North Avenue Co-op, Burlington, VT (117 units)
Andy Reicher	UHAB	Co-op Formation Consultant	In Manhattan: 3603-3605 Broadway, 42 unit conversion, 520, 540-550 West 144th Street, 90 units, 421-555 West 148th Street, 98 units; 110 Madison Ave & Jupiter 21, Off-site Inclusionary
Will Savage	Acorn Engineering	Civil Engineer	Meeting House Hill Park Redevelopment; Munjoy Heights; 200 Valley St - Avesta; Little Dolphin Drive & Jocelyn Place, 89 Anderson; The Hiawatha

F. Occupancy and Management Plan: *Present a plan detailing the ownership structure (condominium, cooperative, etc.), resale restrictions and resale process, to ensure mixed income and long-term affordability.*

The Co-op and Apartments will be managed separately.

The Cooperative Development Institute (CDI) will be responsible for the creation of the cooperative ownership structure, management, and will ensure implementation of the permanent affordability provisions. Andy Reicher, executive director of UHAB in New York City, will be a consultant to set up a structure to train future residents in managing their buildings, and help seed future cooperative ownership projects.

The Co-op ownership structure is a Limited Equity Cooperative as defined in Maine State Law, meaning that residents rent from an entity that they co-own. This type of cooperative is democratically owned and operated similar to a condo structure, but allows for a wider range of income affordability, as residents do not have to qualify for a mortgage. Resident-owners pay a share price similar to a small down payment, then have a monthly payment similar to rent or mortgage. The Co-op itself holds the mortgage for the property, and over time, the homes become more affordable as expenses increase only with actual expenses - there is no profit motive. New residents must meet income requirements, and monthly costs must not exceed 30% of the Area Median Income (AMI) income bands. These rules continue in perpetuity.

There are currently over 20 households of prospective residents that have been meeting for over a year. The group includes multiple established immigrant families that share a vision of mixed-income ownership housing with shared community facilities and outdoor space. The development team will continue to work with these residents to crystalize their vision for site design, for self-governance, and to recruit more households.

The Apartments will be managed by Saco Falls Management, which manages all of The Szanton Company's buildings. Saco Falls Management was founded in 2013 to manage properties developed by The Szanton Company, of which Nathan Szanton, Robert C. S. Monks, and Amy Cullen are the primary owners. Upon its founding, Saco Falls Management took over management of six properties with the addition of three properties since its opening. Its portfolio includes Casco Terrace, Walker Terrace, and 53 Danforth in Portland, ME; The Mill at Saco Falls and The Lofts at Saco Falls in Biddeford, ME; The Lofts at Bates Mill and The Hartley Block in Lewiston, ME; The Huse School Apartments in Bath, ME; and The Squamscott Block in Exeter, NH. Nathan Szanton, Robert C. S. Monks, and Amy Cullen are the owners of Saco Falls Management.

Both Apartment and Co-op homes will be principal residences and will not be used to conduct business (except for a home occupation allowed under the City of Portland zoning ordinance) or as investment properties. Units may not be rented for short-term periods of one to thirty days.

G. Purchase Price:

The City expects to receive Fair Market Value (“FMV”) for the property. This is a desirable location with many nearby amenities, but its environmental history makes it a difficult and expensive site to develop housing, especially affordable, quality housing with safe outdoor space for families.

Historically, the former West School site and most of Dougherty Field were part of the salt marsh that ran from Back Cove almost to the Fore River. The site was under water until 1869, then was excavated for its clay to use in brick manufacturing. The site was then used from the early 1900s until the 1950s by the City of Portland as a municipal dump. In 1961, the City planned and built the West School on the site, then used it as an education, continuing education, and community center until 1997. The site still has solid waste buried 18 to 24 inches under the surface and soil contaminated with lead. The former West School building experienced structural and environmental problems from 1981 to 1997, as a result of settling and methane gas from the former landfill. There are also a gas company easement and sewer easement making significant portions of the site unbuildable.

We are committed to avoiding the environmental and site design mistakes that resulted in safety and structural issues for the West School, and creating permanent spaces for future residents, just as we are planning for long-term affordability. Because of the seriousness of the contamination, the environmental remediation costs will be significant.

We began our estimate by assuming a value for clean land in this location of \$450,000/ acre. Of the 141,487 SF of lot area, we currently estimate 40,000 SF of building footprint, and an additional 5,000 SF of areas for community garden and child play that requires clean soil, and an additional 10% for planning, management, and contingency. At an estimated \$20/sf to remove and/or replace soil, our estimate ranges from \$750,000 to \$1,000,000 in anticipated costs. So we estimate \$1,458,000 minus up to \$1,000,000 in remediation costs, many of which won't be known until we are fully committed to the development of the site, and the delay of up to a year's worth of staff time, property taxes, and uncertainty, while we apply for EPA Brownfield funds and conduct remediation.

Taking into account the best interests of the existing and prospective neighbors, and the city's intention to provide affordable housing to families, and development budget feasibility, we are able to offer \$475,000 for the property, which we believe to be Fair Market Value.

PROPOSAL

NOTE: THIS PAGE IS TO BE COMPLETED AND RETURNED

The UNDERSIGNED hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, which it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same.

The UNDERSIGNED hereby declares that they have read and understand all conditions as outlined in the Request for Proposals, and that the proposal is made in accordance with same.

The UNDERSIGNED hereby declares that any person(s) employed by the City of Portland, Maine, who has direct or indirect personal or financial interest in this proposal or in any portion of the profits which may be derived therefrom has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a City employee who would be paid to perform services under this proposal. An example of an indirect interest would be a City employee who is related to any officers, employees, principal or shareholders of your firm or to you. If in doubt as to status or interest, please disclose to the extent known).

The proposer acknowledges the receipt of Addenda numbered 1-4
If Applicable

COMPANY NAME: The Szanton Company
(Individual, Partnership, Corporation, Joint Venture)

AUTHORIZED SIGNATURE: Nathan Szanton DATE: 6/15/20
(Officer, Authorized Individual or Owner)

PRINT NAME & TITLE: Nathan Szanton, President

ADDRESS: 482 Congress St, Suite 203, Portland, ME 04101

TELEPHONE: 207-712-6191 E-MAIL: CSzanton@szantoncompany.com

FEDERAL TAX ID #: 01-0533208 DUNS #: 11-700-3073

STATE OF INCORPORATION Maine

(If incorporated in another State, businesses must be authorized to do business in the State of Maine.)

In your organizations preceding completed fiscal year, did the organization receive:

(1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; AND

(2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? ☐ Yes ☒ No

Does the public have access to information about the compensation of the executives in the organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (18 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☒ No

NOTE: All bids must bear the handwritten signature of a duly authorized member or employee of the organization making the bid. **This sheet must be signed and returned with the application package.**



June 11, 2020

Honorable Mayor and Councilors:

The Libbytown Neighborhood Association held a special meeting to consider the *Douglass Commons* proposal for the redevelopment of 43 & 91 Douglass Street, aka, the old West School site. The meeting was well attended after a robust discussion, we are pleased to express our support for this proposal. Please factor these recommendations into your consideration of *Design and Amenities* as specified in the *Impact on the Surrounding Neighborhood* section of the RFP score sheet.

With respect to design, the LNA supports projects of quality and distinction which may serve as a neighborhood landmark. Given that the existing fabric and architecture lacks a singular quality, the association would like to see something architecturally notable. Furthermore, the Libbytown Neighborhood is somewhat diverse socio-economically with a prevalence of low to moderate income. The Libbytown Neighborhood Association is strongly supportive of new housing particularly mixed income projects with a focus on low and middle income.

In terms of this projects' design program, we:

- Strongly support this project's *use of site and integration with Park amenities*
- *Modestly Support* this project's interaction with adjacent structures and would advocate for the largest possible set back buffers from adjacent properties on Douglass Street

The area is underserved as it lacks a school, community space, a vibrant commercial corridor, bus shelters, and other staples of urban life. As such, in terms of amenities we:

- Strongly support community *garden/food forest*
- Strongly support the overall commitment to *housing affordability* especially the commitment to mixed incomes and to low to moderate income housing



- Strongly support the commitment to *ethnic diversity* and the possibility of thereof (such as ESL training)
- Strongly support this projects commitment to *sustainability* especially the solar arrays, passive house standards and *tree & shrub* planting
- Strongly support quality *community space* that is open and accessible
- Strongly supports *shared street concept* or piazza concept which can become a flexible community gathering space
- Support commitment to *active transport* and the integration of transit, limited parking, and commitment to traffic demand management

The following items are community priorities in design and amenities that may be part of the program but that we did not see as explicit in this proposal. We believe that a strong commitment to the following would make the project better:

- Implementations of the recommendations of the Libbytown traffic study
- Streetscape and bicycle/pedestrian improvements along Congress Street
- Acknowledgement to the history of the site in terms of project name and building materials (e.g., the site sits on or near a former brick foundry)
- Public transit (such as trolley cars), car share, and other reductions to parking
- Stormwater design
- Environmental mitigation of the site
- ADA access within the site to community spaces in winter months

Overall we **highly recommend** this proposal for its commitment to neighborhood design improvements and amenities.

The Libbytown Neighborhood is grateful for your consideration of this proposal.

Sincerely,

Maureen Morse

Chair



COOPERATIVE DEVELOPMENT INSTITUTE

P.O. Box 1051, Northampton, Massachusetts 01061-1051
PH 413-665-1271 • FX 413-541-8300 • www.cdi.coop • info@cdi.coop

June 8, 2020

To whom it may concern:

The Cooperative Development Institute (CDI) is happy to support the proposal for the creation of a new construction limited equity co-op on Douglass Street.

CDI is a 501(c)3 nonprofit founded in 1994 by co-op leaders to work with people in the Northeast to create cooperative businesses and networks that grow a prosperous, equitable economy.

CDI provides expert assistance, organizational development, and support to groups undertaking cooperative development. In the past decade, CDI has helped create 47 new Resident Owned Communities (ROCs) in New England, representing 4,479 households. 8 of the ROCs are conversions of manufactured home parks in Maine. CDI's role is to help form new cooperatives, train residents, and ensure that the cooperative has the support it needs to remain permanently affordable.

Our intention is that at Douglass Street, CDI will:

- Lead the creation of the new Co-op entity.
- Lead resident training and resident participation in the construction phase.
- Create and administer a long-term management plan that would meet the city's TIF requirements to ensure that the property meets the city's affordability metrics for at least 30 years.
- Be the long term training & support organization for the Co-op.

We are pleased with the proposal and the development team, and hope to be part of this exciting project!

Sincerely,

Noémi Giszpenc
Executive Director

THE SOURCE FOR COOPERATIVE BUSINESS DEVELOPMENT IN NEW ENGLAND & NEW YORK

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discrimination on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.) To file a complaint of discrimination write USDA, Director, Office of Civil Rights, 1400 Independence Avenue SW, Washington, DC 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (voice and TDD).

Future Residents of Douglass Commons Co-op

June 2020

To whom it may concern:

We are writing in support of the Douglass Commons proposal to build housing on the parcel put to RFP by the City of Portland.

Many of us have been meeting for the last 2 years to explore strategies to build affordable home ownership housing in Portland that builds community among people of different ages, incomes, and cultural backgrounds. Several months ago, we came to the conclusion that Limited Equity Cooperative Housing was the best way to accomplish this. Limited Equity Cooperatives combines the accessibility of renting with the long-term stability and autonomy of homeownership.

We are delighted that this development team has come together to bring Limited Equity Cooperative Housing to Portland and enthusiastically support their projects. We are especially excited about the effort to create designs that will maximize interaction with outdoor spaces, gardens and shared spaces that can be used by residents. We also appreciate their effort to include us and existing neighbors in their early design efforts.

We are excited about the location, and hope that we will have the opportunity to become future residents!

Sincerely,

1. Rachel Ackoff & Lee Leviter, 19 Lewis St Apt 1F Portland, ME 04102
2. Eric Muteba Kalala, 11 Massachusetts Avenue Apt #2 Portland, ME 04102
3. Cynthia A. Grier, 1227 Westbrook Street, Apt #2, Portland, ME 04102
4. Elisabeth C. Heij, 97 Pitt Street, Portland, ME 04103
5. Valerie and Matthew Todd, 68 Black Sparrow Drive, Portland, ME 04102
6. Nicole Ivins and Richard Bennett, 93 Pitt St #1, Portland, Me 04103
7. Jules Mutoni & Yvette Unezase, 77 Grant St Apt B13, Portland, ME 04101
8. Wendy Herbert & Peter Ackoff 112 Park St. #2, Portland, Me
9. Apollo Karara, 326 Auburn Street #16, Portland, ME 04103
10. Andrea Levinsky 39 Cumberland Rd Apartment 1 South Portland, ME
11. Jacques Kubwimana & Ange Christelle Abaribeza 61 Deering St.Apt #E 04101
12. Arthur Sabeti & Vanice Busingye, 240 Cumberland st, Westbrook 04092 ME
13. Jackson Ntambara & Peace Kobusinge, 2 Walker Street # 1203 Westbrook 04092 ME

June 1, 2020

Matthew F. Fitzgerald
Purchasing Manager
The City of Portland
389 Congress Street
Portland, ME 04101

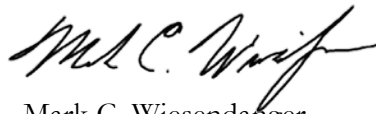
RE: Request for Proposals for 43 & 91 Douglass Street

Dear Mr. Fitzgerald:

MaineHousing is pleased to provide this letter of interest for The Szanton Company's proposal to redevelop a portion of the former West School site. Our understanding is that there will be a mixed-income housing project constructed on the site, potentially financed in part by MaineHousing resources. In our 24-year relationship with The Szanton Company, the applicant has demonstrated an exceptional track record in navigating the processes of market research, site acquisition, design, regulatory approvals, financing, construction, and marketing of a high-quality housing product.

While this letter of interest is not a commitment to allocate affordable housing tax credits, MaineHousing would welcome an application in connection with this project. Based on The Szanton Company's track record, an application would have a strong likelihood of success. Please feel free to contact me directly with any questions.

Sincerely,



Mark C. Wiesendanger
Director of Development



NORTHERN NEW ENGLAND
HOUSING INVESTMENT FUND

5/28/2020

Carl Szanton
Development Associate
482 Congress Street, Suite 203
Portland, ME 04101

RE: Letter of Interest – Douglass Street Project ("Partnership")

Dear Carl:

We are pleased to provide this letter of interest for the creation of affordable and market rate housing in Portland, Maine. As you know, Northern New England Housing Investment Fund ("NNEHIF") invests in community-based projects receiving the Federal Low Income Housing Tax Credit. We understand that you anticipate generating approximately \$800,000 in annual Low Income Housing Tax Credits.

Upon satisfactory resolution of any funding requirements and satisfactory completion of our due diligence we would be interested in investing \$6,878,980 in exchange for a 99.99% limited partnership interest in the Partnership. Approximately 50% of these funds may be available from closing and throughout construction.

This letter of interest is conditioned on the Fund conducting all customary underwriting and due diligence and receipt a final pro-forma, approved by MaineHousing, that addresses any additional loans, grants, fees or other sources.

A more detailed letter of interest will be provided once all the capital sources have been committed.

We wish you great success in your application and look forward to our continued work together.

Sincerely,

Mark Brooks
VP of Underwriting
Northern New England Housing Investment Fund



May 27, 2020

The City of Portland
Planning Department
389 Congress Street
Portland, ME 04101

RE: 43 & 91 Douglass Street

To Whom It May Concern:

On behalf of Bangor Savings Bank I am pleased to provide this letter in support of The Szanton Company for the above-referenced project. Based on our review of the financial elements of the proposal for the development site, we believe that that the applicant has the ability to finance projected costs and develop a project of similar type and scale from a fiscal perspective.

While this letter of support is not a commitment to lend, Bangor Savings Bank would welcome the opportunity to be a resource to The Szanton Company for financing and sponsorship of any equity awards necessary in connection with this project. Please feel free to call me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Ronald B. Hunt". The signature is fluid and cursive, with a stylized "H" and a trailing flourish.

Ronald B Hunt
Vice President
Bangor Savings Bank - Commercial Lending
280 Fore Street, Suite 200
Portland, ME 04101
(207) 420-3967



June 12, 2020

Liz Trice
Principal
Maine Co-op Development Partners
795 Congress Street
Portland, ME 04102

RE: Douglas Commons Cooperative

To whom it may concern:

Centennial Mortgage has been engaged by Maine Co-op Development Partners to secure mortgage insurance through the FHA 213 program for cooperative housing and fund a construction/permanent mortgage for Douglas Commons Cooperative, a new cooperative housing project in Portland, ME. We have reviewed a financing request, including initial plans, pro forma operating budget, the construction budget and initial market information for Douglas Commons Cooperative in Portland, ME. In addition, we have reviewed the experience of the overall development team. Based on this review, we feel that this project is an excellent candidate for financing and will conform to all the requirements to qualify for construction and permanent financing through the FHA 213 program. We feel that this is the right time and place to create a new affordable cooperative given the advantages this particular form of housing provide to its members, primarily affordable home ownership and a greater sense of community.

We have now entered the formal application stage for the FHA 213 mortgage insurance and believe that Douglas Commons Cooperative has a high likelihood of obtaining a 40 year, low interest loan for the project of \$13,308,200. Additional subordinated financing would serve to further increase that likelihood. We also believe that success at Douglas Commons Cooperative will open an entirely new avenue for affordable housing finance in the state of Maine by making the FHA 213 program finance accepted in the market.

Centennial Mortgage has substantial expertise and experience completing FHA financing transactions. We are very active in lending to cooperative housing projects throughout the country. Personally, I have been involved in cooperative housing for over 20 years, through financing and serving on the board of the National Association of Housing Cooperatives.

We encourage other funding sources to join us in supporting this innovative project and creating up to 98% leverage for future projects through this program. Please let me know should you have any questions or require any additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "H. Jeffers", is written over a faint, larger signature.

Hugh Jeffers
Vice President of Originations



June 12, 2020

Liz Trice, Principal
Maine Co-op Development Partners
795 Congress Street
Portland, ME 04102

Dear Liz:

Please let this letter serve as an expression of interest in working with Maine Co-op Development Partners to provide financing for the land purchase and predevelopment costs associated with the development of "Douglass Village" cooperatively-owned limited equity housing in Portland, Maine.

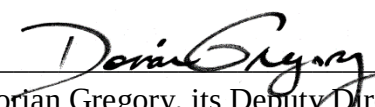
Since CFNE's founding in 1975, we have made over 1,000 loans, totaling over \$60 million, including many loans to support the purchase of cooperatively-owned real estate property. We look forward to seriously consider an application to provide a loan of up to \$855,000 for the above-mentioned purpose.

The terms of any loan would depend on the strengths of the application, collateral, other funders and financing, and the project's *pro forma* for expected cash flow and ability to make payments. Our customary range for interest is 5 -7% and most loans are made with terms of 5-10 years, with a longer amortization possible so that the actual loan payment amounts are affordable.

Our loan committee meets the second or third Thursday of each month, and the deadline for an application is the 15th of the previous month. The process for consideration takes a total of three to four weeks, though sometimes longer, and includes a site visit. My colleague, Deborah Hawkins, will be your loan outreach officer and will usher your application through our committee.

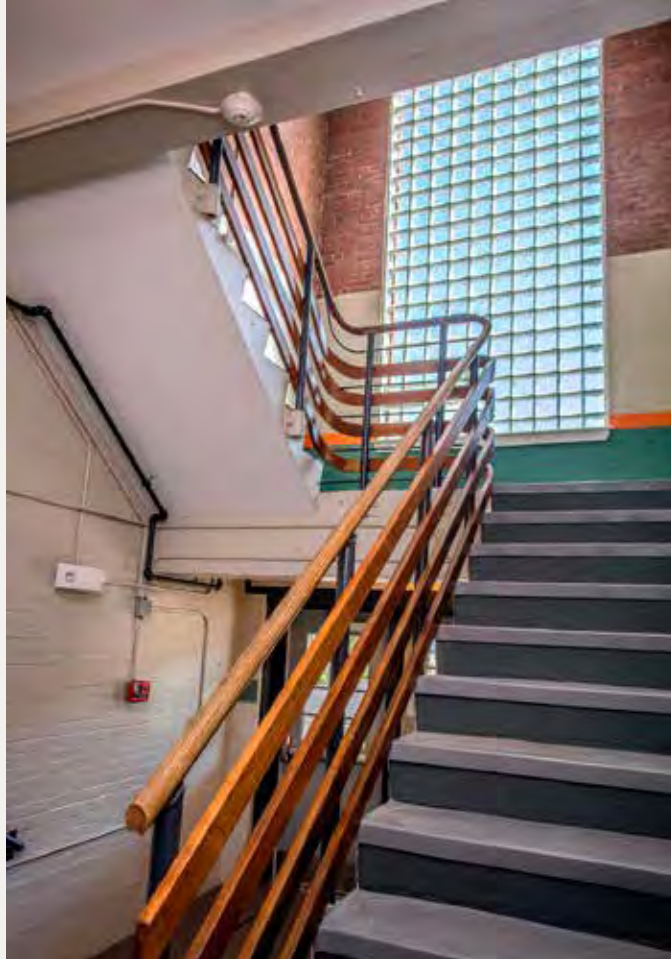
Please let us know if we can provide any other information and we look forward to working with your loan application and other capital needs. Thank you for using the services of the Cooperative Fund.

COOPERATIVE FUND OF NEW ENGLAND, INC.

By: 
Dorian Gregory, its Deputy Director

THE SZANTON COMPANY

an Affiliate of the Monks Companies



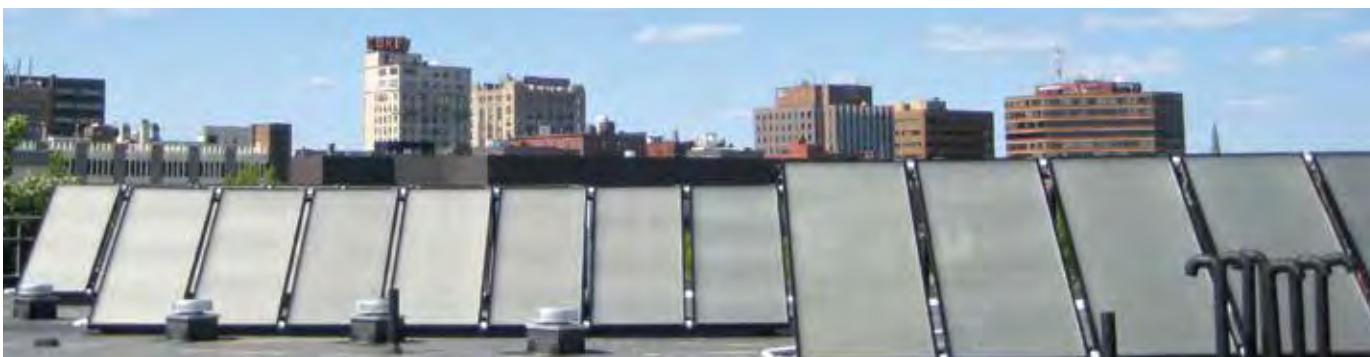
ABOUT THE SZANTON COMPANY

The Szanton Company, an affiliate of the Monks Companies, specializes in developing mixed-income rental housing in or near downtowns. We have completed eight apartment projects in Maine and New Hampshire totaling 393 units.

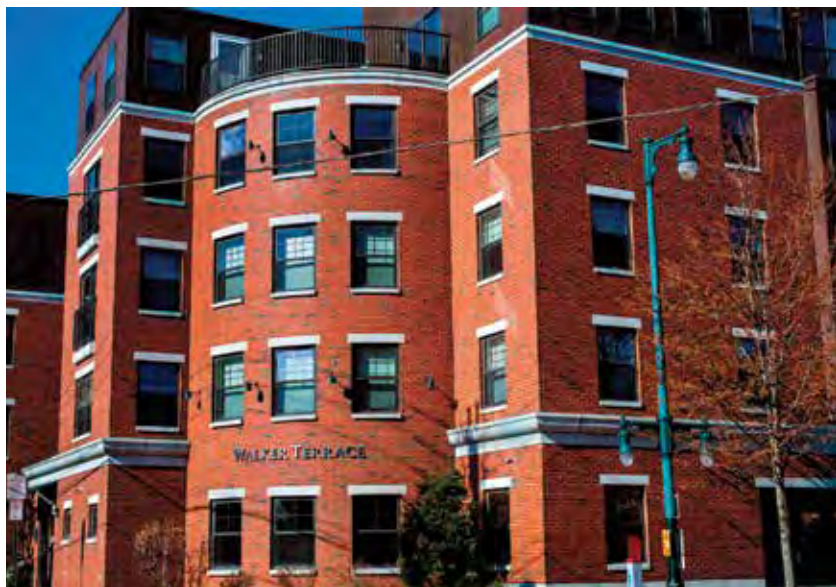
The mission of The Szanton Company is to create attractive and affordable rental housing that our residents are proud to call home. We do this by:

- Creating beautiful apartments of high quality in locations in or near downtowns, adding vitality to our cities and towns;
- Developing properties which provide a consistent, long-term return to their owners, thus ensuring their stability for residents, lenders, and neighborhoods;
- Serving people with diverse incomes;
- Creating amenities for our residents which enhance the quality of their lives;
- Incorporating environmental and energy sustainability in our properties, thereby reducing their impact on the earth's environment.

The Szanton Company is committed to long-term ownership of our apartment assets. In 2013, we founded Saco Falls Management, our property management arm, to ensure the highest standards of visual appearance and livability for our residents, neighbors, and communities.



Rooftop solar panels at 53 Danforth



PRINCIPALS & STAFF

NATHAN SZANTON, PRESIDENT

Nathan founded the company in 1996. Since then he has been responsible for developing 617 apartment units in 24 projects. As manager or principal partner in these projects, Nathan has successfully navigated the process of market research, site acquisition, design, regulatory approvals, financing, construction, and marketing.

He has committed himself to creating comfortable and affordable rental homes for residents with diverse incomes. Some of these have been adaptive reuses for underused historic buildings; others have been thoughtfully designed new construction. Nathan holds a B.A. from Harvard University and a J.D. from the University of Maine School of Law.



ROBERT C.S. MONKS, PRINCIPAL

Robert C.S. Monks is an active capital partner and also provides a deep understanding of real estate development and financing. Throughout his career he has founded, led, and grown 19 businesses in the financial services, real estate, technology and communications sectors.

In 2011, Bobby became an owner and Chairman of Spinnaker Trust, a Maine based trust company managing over \$1 billion in assets. Bobby attended Duke University and graduated from the University of Southern Maine with a Bachelor's Degree in Political Science.

Above: Walker Terrace

Left: The Mill at Saco Falls

Facing Page: The Lofts at Bates Mill

AMY CULLEN, VICE PRESIDENT AND PROJECT PARTNER

Amy joined The Szanton Company in 2006. Her responsibilities include: discovering new project locations, creating financing packages, and working with all development team members to help projects come to life.

Amy also serves as president of our sister company, Saco Falls Management, where she oversees all operations.

Prior to joining The Szanton Company, Amy was on active duty with the U.S. Army for six years, and served as a Training Program Manager for the Department of Defense in Minneapolis, MN. She holds a Bachelors of Science Degree in Accounting from Husson University.

KRISTIN MARTIN, DEVELOPMENT OFFICER

Kristin joined our company in 2013. Her responsibilities include finding and researching sites for new projects, preparing financial analyses, and evaluating development options. She coordinates with lenders, attorneys, architects, engineers, contractors and others on all aspects of The Szanton Company's development projects from concept to completion.

Prior to joining The Szanton Company as a Development Officer, Kristin worked for Saco Falls Management as an Assistant Development Officer, Property Manager and Director of Property Management. She holds a Bachelor of Health Science and a Masters of Occupational Therapy from Quinnipiac University.



ABOUT SACO FALLS MANAGEMENT

HISTORY

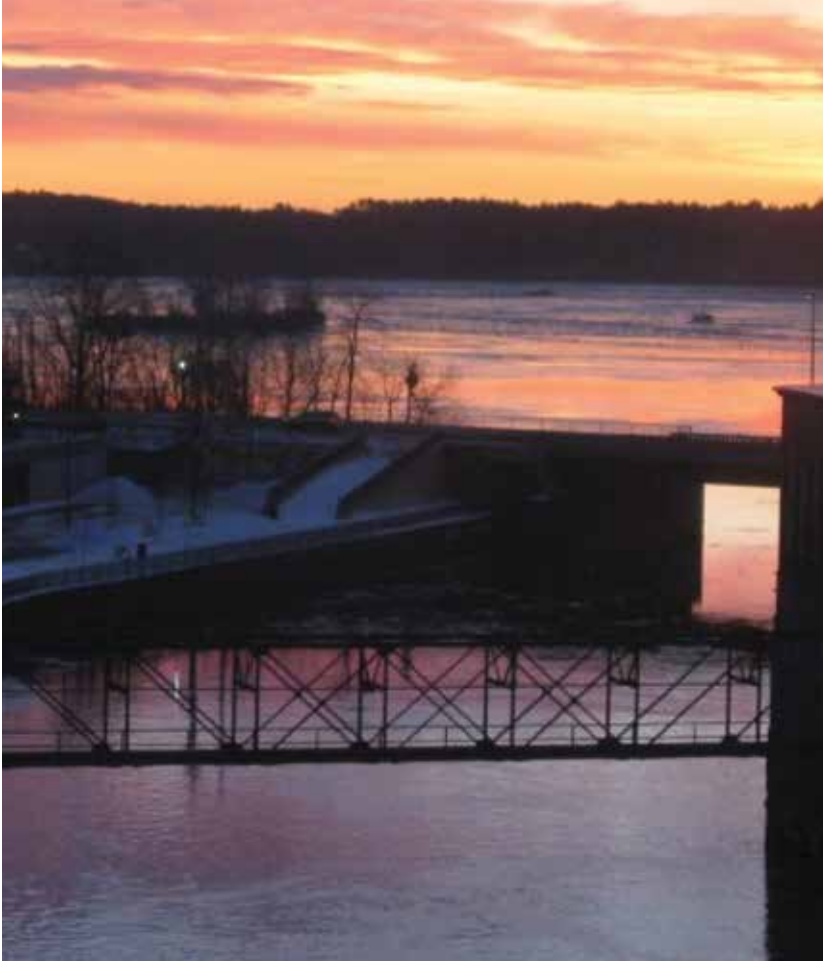
Saco Falls Management is a full-service management company formed by The Szanton Company in 2013 to manage its rental properties, both residential and retail. Since then, the physical condition of the buildings has improved, tenant satisfaction has increased, and the profitability of the properties has grown. We are committed to managing our properties for the long-term with the highest sense of responsibility to our residents, financial partners, and host communities.

OUR MISSION

Our mission is creating rental properties that exceed expectations. We are guided by the following core values: honesty, integrity, candor, high standards of quality, respect for all with whom we deal, openness to new ideas, and a culture of continuous learning and enhancement of our knowledge and skills.



Walker Terrace



View from an apartment at The Mill at Saco Falls

RESIDENT SELECTION

Saco Falls Management Company complies with all state, local, and federal laws regarding fair housing practices or occupancy and resident selection procedures. In addition to program-specific requirements, all adult applicants are screened by our management staff. To be considered for residency at one of our properties, all applicants must have:

- References from prior landlords that show a history of good tenancy. This includes paying rent on time, keeping their unit in good repair and being a good neighbor by following the community rules.
- A favorable credit report.
- An absence of criminal history. We run a criminal background check on all applicants. Any applicant with a history of public disturbances, arrests, criminal activity, listing on the sex offender registry or other law enforcement problems that may indicate behavior inconsistent with lease obligations will be denied.



BATH, MAINE



Huse School Apartments (2017)

LEWISTON, MAINE



The Lofts At Bates Mill (2012)



The Hartley Block (2019)

AUBURN, MAINE



48 Hampshire (2020)

PORTLAND, MAINE



Casco Terrace (2004)



Walker Terrace (2006)



53 Danforth (2009)



The Furman Block (2020)

BIDDEFORD, MAINE



The Mill At Saco Falls (2010)



The Lofts At Saco Falls (2016)

EXETER, NEW HAMPSHIRE



The Squamscott Block (2007)

CASCO TERRACE

41 STATE STREET, PORTLAND, MAINE



Above Left: Casco Terrace, after. Right: Casco Terrace, before

*Facing page: Top: Casco Terrace from State Street
Bottom: Casco Terrace interior*

**“...CITY OFFICIALS SAY THE STATE-FINANCED PROJECT IS THE
KIND OF DEVELOPMENT PORTLAND NEEDS...”** —*Portland Press Herald*

CASCO TERRACE is a 27-unit vertical addition on an existing 27-car parking garage (see before and after photos opposite). The pre-construction newspaper story below describes the project's highlights and the need it addresses in a city desperate for affordable housing.

From the *Portland Press Herald*, May 28, 2003:

“It began as one of the first parking garages in Portland, at a time when few people owned cars ...

...City officials say the state-financed project is the kind of development Portland needs to help stem suburban sprawl and provide affordable rental housing for its workforce. They also give it high marks for being attractive and practical, and making the most of an under-used lot with desirable views of the waterfront.

...‘It’s a project with a lot going for it’, said Mark Adelson, Executive Director, Portland Housing Authority.”

YEAR COMPLETED: 2004

UNITS: 27 (14 Market-Rate + 13 Income-Restricted)

ARCHITECT: Archetype, P.A.

CONSTRUCTION MANAGER: Wright-Ryan Construction

FINANCING: MaineHousing and TD Bank



WALKER TERRACE

1 WALKER STREET, PORTLAND, MAINE



WALKER TERRACE is a six-story building that replaced an abandoned gas station, transforming the site and the neighborhood around it. It also helps to fulfill the city's goal of providing greater housing density along public transportation arteries. Walker Terrace is the first apartment building in Maine built to Maine State Housing Authority's Green Building Standards.

From the *Portland Press Herald*, September 21, 2004:

"Eager for any smart-growth infill opportunity to augment urban housing and curb Greater Portland sprawl, the Portland City Council unanimously let developer Nathan Szanton build 40 varied-income rental units on 0.4 acres of a former gas station in the West End, more than twice the number the current zoning allows, with Mayor Nathan Smith saying, 'This project does just about everything we as a city have been asking for.'"



YEAR COMPLETED: 2006

UNITS: 40 (18 Market-Rate + 22 Income-Restricted)

ARCHITECT: Archetype, P.A.

CONSTRUCTION MANAGER: Portland Builders

FINANCING: MaineHousing; the City of Portland;
Centerline Capital; Bank of America.

**“...THIS PROJECT DOES JUST ABOUT EVERYTHING WE AS A CITY
HAVE BEEN ASKING FOR...”** —Portland Mayor Nathan Smith



Above: Walker Terrace, after
Left: Walker Terrace, before

Previous page: Top: Walker Terrace Sidewalk Gallery
Bottom: Walker Terrace interior

“THIS IS AN AWESOME PROJECT FOR DOWNTOWN.” —Sylvia Von Aulock, Town Planner
Exeter News-Letter 2/22/05

THE SQUAMSCOTT BLOCK addresses the severe lack of affordable rental housing in Seacoast New Hampshire; adds vitality to Exeter’s downtown district; fills a gap in the streetscape of one of Exeter’s most important and beautiful streets; and promotes smart growth by adding density near public infrastructure.

Previously a surface parking lot next to Exeter’s historic 1856 Town Hall, the Squamscott Block is on the site of two historic structures torn down in the mid-20th century to make way for parking. The four-story building features 2,600 square feet of retail space along busy Water Street, currently housing an art gallery and a therapeutic salt cave. Two hidden levels of parking provide 36 spaces for the residents and 58 spaces for neighboring businesses.

YEAR COMPLETED: 2007

UNITS: 30 (14 Market-Rate + 16 Income-Restricted)

ARCHITECT: Archetype, P.A.

CONSTRUCTION MANAGER: North Branch Construction

FINANCING: New Hampshire Housing; the Town of Exeter, New Hampshire; the New Hampshire Community Development Finance Authority; TD Bank; Unitil; and HUD.



53 DANFORTH

53 DANFORTH STREET, PORTLAND, MAINE



Above Left: 53 Danforth, after. Right: 53 Danforth, before

**“THE BUILDING AT 53 DANFORTH STREET WILL HELP MAKE PORTLAND
THE MOST LIVABLE CITY IN AMERICA.”** —Portland Mayor Jill Dusen, *Portland Press Herald* 8/13/09

53 DANFORTH is located in the heart of the Portland Peninsula, a few blocks from downtown, the Arts District, the Old Port, the West End, and the Waterfront. It replaced a 50 year-old one-story garage and gravel parking lot. It includes 35 one-bedroom apartments, 8 two-bedroom apartments, and covered on-site parking. Many of the units boast views of Portland’s harbor and downtown Portland. This was our first project to include solar energy.



YEAR COMPLETED: 2009
UNITS: 43 (13 Market-Rate + 30 Income-Restricted)
ARCHITECT: Archetype, P.A.
CONSTRUCTION MANAGER: Wright-Ryan Construction
FINANCING: MaineHousing; TD Bank;
and the City of Portland, Maine.



Above: 53 Danforth interior
Bottom: Rooftop solar panels, 53 Danforth

THE MILL AT SACO FALLS

100 SACO FALLS WAY, BIDDEFORD, MAINE



YEAR COMPLETED: 2010

UNITS: 66 (26 Market-Rate + 40 Income-Restricted)

ARCHITECT: Archetype, P.A.

CONSTRUCTION MANAGER: Wright-Ryan Construction

FINANCING: MaineHousing; TD Bank; HUD; Northern New England Housing Investment Fund; the City of Biddeford; and The America Recovery and Reinvestment Act of 2009.

THE MILL AT SACO FALLS is an adaptive re-use of an 1845 textile mill building adjacent to the Saco River falls in Biddeford. It is a key component of the Biddeford Mill District renaissance—from a collection of aging industrial buildings to a vibrant, mixed-use neighborhood featuring public access to the Saco River.

Features of the project include magnificent views of the Saco River and falls, and a short walk to both the Amtrak station on Saco Island and Biddeford's historic downtown. Residents enjoy a fitness center, outdoor play area, home theater room, and community room with computers.



“THE PROPERTY WILL BE A PHENOMENAL ASSET TO THE CITY AND REFLECTS THE COMMUNITY’S WORKING MILL TRADITION.” –City Council President Bob Mills, *The Courier* 1/28/10



Above: The Mill at Saco Falls, after
Left: The Mill at Saco Falls, before

Previous Page: Left: The Mill at Saco Falls corridor
with mill artifact steel door
Right: The Mill at Saco Falls interior

THE LOFTS AT BATES MILL

36 CHESTNUT STREET, LEWISTON, MAINE



*Bottom Left: The Lofts at Bates Mill, west facade and Fountain Park, before
Above: Same view, after renovations*

Facing page:

Top: The Lofts at Bates Mill entrance

Bottom: Lobby with display of historic artifacts

**“THE QUALITY HOUSING IS AN ESSENTIAL COMPONENT OF
THE DOWNTOWN REVITALIZATION.”** –Mayor Bob MacDonald at his Grand Opening speech

THE LOFTS AT BATES MILL, the Szanton Company’s first Lewiston project, is the adaptive re-use of an 1854 Bates Manufacturing Company textile mill, Mill #2. The Lofts at Bates Mill features 25 one-bedroom, 16 two-bedroom, and 7 three-bedroom apartments. The Lofts at Bates Mill is the first apartment housing built in Lewiston’s Mill District.

The project completely transformed the west facade of this classic red-brick mill structure. Features of the project include 13-foot ceilings, exposed timber framing, large windows with abundant natural light, and an expansive view across Fountain Park and the Bates Mill Complex to the Androscoggin River. The project is a short three-block walk to the services in downtown Lewiston and is on a local bus line. Residents enjoy complimentary wi-fi, fitness center and spacious community room with computer.



YEAR COMPLETED: 2012

UNITS: 48 (15 Market-Rate + 33 Income-Restricted)

ARCHITECT: Platz Associates

CONSTRUCTION MANAGER: Platz Associates

FINANCING: MaineHousing, The City of Lewiston, People’s United Bank, Hunt Capital Partners, and Maine Preservation.

THE LOFTS AT SACO FALLS

75 SACO FALLS WAY, BIDDEFORD, MAINE



Right: The Lofts at Saco Falls, before
Above: Completed project

Facing Page:
The Lofts at Saco Falls renovated interiors



**“IT’S A THRILL TO SEE OLD MILL BUILDINGS BEING RENOVATED.....TODAY WE LOOK
AT MILLS AS BEING SPECIAL, ARCHITECTURALLY AND EVEN CULTURALLY.”**

—Mayor Alan Casavant at his Groundbreaking speech

THE LOFTS AT SACO FALLS is the newest in a series of adaptive re-use projects which The Szanton Company began in 2010. It consists of two connected buildings, built in 1842 and 1867, totaling 92,000 square feet and sitting directly adjacent to our 2010 project, The Mill at Saco Falls.

The Lofts offers 80 (mostly 1-bedroom) apartments, as well as a landscaped courtyard, fitness center, waterfront park next door, and a short walk to downtown Biddeford and Saco. It also includes the features typical of historic New England mill buildings: high ceilings, large windows, revealed brick and exposed timber framing.



YEAR COMPLETED: 2016

UNITS: 80 (14 Market-Rate + 66 Income-Restricted)

ARCHITECT: Archetype, P.A.

CONSTRUCTION MANAGER: Wright-Ryan Construction

FINANCING: MaineHousing; Northern New England Housing Investment Fund; People’s United Bank; Coastal Enterprises; Genesis Fund; City of Biddeford; Southern Maine Planning and Development Commission.

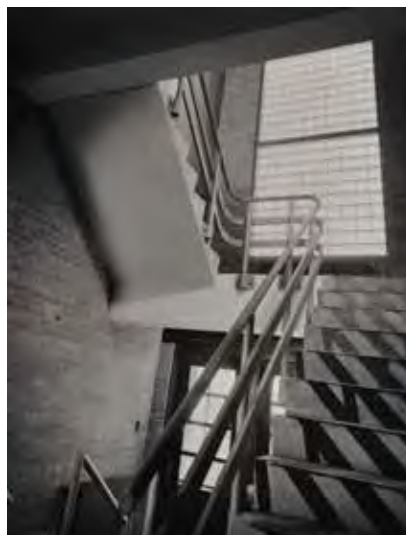
HUSE SCHOOL APARTMENTS

39 ANDREWS ROAD, BATH, MAINE



Above: Renovated Huse School gym

Right: Original design elements such as this stairwell have been maintained in the renovated space.



HUSE SCHOOL APARTMENTS involved the renovation and rehabilitation of the former John E.L. Huse Memorial School, built in 1942 and 1949. We re-purposed this elementary school to create 31 apartments and added a new construction wing with 28 apartments, for a total of 59 units.

The existing building was restored to its original 1942 appearance, designed by notable Maine architect and Bath native, Alonzo Harriman. Included are new windows consistent with the originals, restored masonry, and new signage which reproduced the original distinctive design. The apartments in the existing building feature original wood floors, high ceilings, and large windows with abundant natural light. Building amenities include wi-fi, fitness center, community room, and secure bike storage.

The Huse School Apartments are located steps from the modern YMCA, the 5-mile Whiskeag Trail, and a short walk to downtown Bath with its variety of shops, restaurants, library and more.

YEAR COMPLETED: 2017

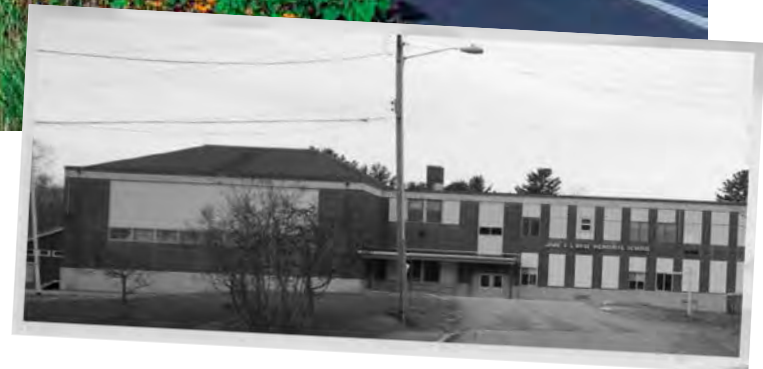
UNITS: 59 (16 Market-Rate + 43 Income-Restricted)

ARCHITECT: Archetype, P.A.

CONSTRUCTION MANAGER: Zachau Construction

FINANCING: MaineHousing; Northern New England Housing Investment Fund; Bangor Savings Bank; Coastal Enterprises; Maine Department of Economic and Community Development.

“THE PROJECT PROTECTS AND SAVES THIS HISTORICAL BUILDING...AND WILL PROVIDE PROPERTY TAX REVENUES FOR THE CITY...” –Lorena Coffin, Director of Sagadahoc Preservation Inc.



Top: Huse School Apartments
Above: Before renovation
Left: Interior of renovated Huse School apartment

THE HARTLEY BLOCK

155 LISBON STREET, LEWISTON, MAINE



Above: The Hartley Block
Left: Historic images of same location

Facing Page Top: The Hartley Block façade
Facing Page Bottom: Before construction

“WE ARE THRILLED THAT THE SZANTON COMPANY WILL BE REINFORCING OUR DOWNTOWN HISTORIC AND COMMERCIAL CORRIDOR BY BUILDING THIS IMPORTANT PROJECT.”

—Lewiston Mayor Shane Bouchard

THE HARTLEY BLOCK brings new life to a prominent 175' x 100' empty lot on downtown Lewiston's Lisbon Street. In 2004 and 2006, four connected historic buildings on Lisbon Street suffered extensive fire damage and were condemned and demolished, leaving a gaping hole in the city's most iconic street. One of the buildings was the site of the 1906 art studio of Marsden Hartley, an important early modern American painter born and raised in Lewiston.

A mixed-use, mixed-income project, The Hartley Block features 63 apartments aimed at a diversity of income groups and 4,000 sq. ft. of retail space along Lisbon Street. The project includes a fitness center, community room, children's playroom, dedicated bike storage, wi-fi and covered parking directly behind the building. The site is within easy walking distance of the public library (across the street), shops, restaurants, cafes, and two major parks.

This project adds momentum to downtown Lewiston's resurgence, including street-level public art at the entrance. Two 9-foot mosaic tile works, after Marsden Hartley paintings, animate its façade.



YEAR COMPLETED: 2019

UNITS: 63 (22 Market-Rate + 41 Income-Restricted)

ARCHITECT: Platz Associates

CONSTRUCTION MANAGER: Hebert Construction

FINANCING: MaineHousing; TD Bank; Northern New England Housing Investment Fund; City of Lewiston.

48 HAMPSHIRE

48 HAMPSHIRE STREET, AUBURN, MAINE



Located at the corner of Hampshire and Troy Streets, 48 HAMPSHIRE will aid the revitalization of downtown Auburn's important Hampshire Street corridor by bringing 53 high-quality new apartments to the neighborhood.

These will be a mixture of one, two and three-bedroom units, varying in size from 590-950 square feet. Included in the rent are heat and hot water, off-street parking, wi-fi, fitness center, community room and indoor bike storage.

48 Hampshire is located within easy walking distance of the public library, YMCA, shops, restaurants, grocery store, drugstores, and all the amenities of downtown Auburn.

The Szanton Company broke ground in March 2019 and expects to open to residents in April 2020.



Above: Rendering of completed project
Left: Same location, prior to construction

“WE ARE LOOKING FORWARD TO WATCHING YET ANOTHER MAJOR CONSTRUCTION PROJECT IN OUR DOWNTOWN TAKE SHAPE — ONE THAT WILL PROVIDE QUALITY WORKFORCE HOUSING, INJECT CAPITAL INTO OUR LOCAL ECONOMY, AND ENHANCE THE IMAGE OF AUBURN AS WE BECOME THE BEST SMALL CITY IN NEW ENGLAND”

—Auburn Mayor Jason Levesque



Above: Rendering of East elevation

PROJECTED COMPLETION: 2020

UNITS: 53 (11 Market-Rate + 42 Income-Restricted)

ARCHITECT: Platz Associates

CONSTRUCTION MANAGER: Benchmark Construction

FINANCING: MaineHousing; Boston Financial;
NBT Bank; City of Auburn.

THE FURMAN BLOCK

100 PARRIS STREET, PORTLAND, MAINE



Above: Rendering of completed project, from corner of Kennebec and Brattle Streets

Right: Before construction, Nathan Szanton and Amy Cullen on project site



“I THINK THIS IS THE NEXT BIG STEP IN CREATING A MULTI-USE NEIGHBORHOOD IN THIS PART OF BAYSIDE. IT’S PRETTY EXCITING TO GET THIS MOVING.”

—Portland City Councilor David Brenerman

THE FURMAN BLOCK is The Szanton Company’s first mixed-income project specifically for seniors, ages 55 and over. Located in the heart of Portland’s West Bayside neighborhood, it’s a short walk to Whole Foods and Trader Joe’s, small restaurants and delis, the 3.5 mile trail that loops around Back Cove and a few blocks from downtown Congress Street’s arts, business, and shopping district.

The property will feature 46 1-bedroom and five studio apartments. Some residents will have water views of Back Cove; others will enjoy views of Deering Oaks Park or Portland’s downtown. All will have abundant natural light. Included in rent are heat and hot water, a fitness center, indoor bike storage and wi-fi. The property also features a community room and coin-op laundry. The street-level commercial space, to be owned and managed by Ross Furman, will be a combination of artists’ studios and gallery space.

Repurposing an empty gravel lot at the corner of Parris and Kennebec Streets, The Furman Block contributes to the revitalization of this former industrial neighborhood.

PROJECTED COMPLETION: 2020

UNITS: 51 (11 Market-Rate + 40 Income-Restricted)

ARCHITECT: Archetype, P.A.

CONSTRUCTION MANAGER: Hebert Construction

FINANCING: MaineHousing; Northern New England Housing Investment Fund; City of Portland.



Above: Rendering of completed project, from corner of Kennebec and Parris Streets

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Maine Cooperative Development Partners

MAINE COOPERATIVE DEVELOPMENT PARTNERS

build neighborhoods where the elements that constitute quality of life—access to green space, healthy lifestyles, community, privacy, and affordability—are not at odds with each other. Grounding principles for this work are creating equitable communities; complementing walkable neighborhoods; building healthy buildings; and celebrating beauty, art, and the natural environment. We use Limited Equity Cooperatives as a form of ownership to create options for people of all ages, backgrounds, and incomes to live in harmony with nature and their neighbors.

WE ENVISION small towns, urban neighborhoods, and suburban neighborhood centers that are walkable to daily needs and adjacent to recreational facilities, trails, and transit corridors; homes that use energy efficient construction, and shared gardens, patios, and play spaces for people to get to know and enjoy their neighbors.

WE GIVE BACK by partnering with organizations that support trails and green space, transit, local businesses, social equity, and efforts to mainstream energy efficient building and land use.



PRINCIPALS



MATTHEW PETERS has been involved in the completion of over 20 new construction, major rehab, and acquisition deals. Matt worked for eight years at Avesta Housing, one of Northern New England's largest non-profit housing developers and owners, project managing affordable housing developments, building out and overseeing the Asset Management department, and ending in an executive role overseeing the entire development and acquisitions pipeline as Vice President of Real Estate Services. In 2018 he began to consult for Housing Authorities, housing non-profits, and Community Development Finance Institutions in Maine supporting these organizations in acquisition, ground-up development, and underwriting of affordable housing properties. Matt also is the Executive Director of Freeport Housing Trust based in Freeport, Maine. He has strong working relationships with MaineHousing, Rural Development, lenders, tax credit syndicators, and other professionals in the design and construction field, holds a Masters in Urban Planning from the University of Washington, and certifications such as Spectrum's C3P and Rural Development STAR trainings and LEED Accredited Professional.



BRIAN ENG is a real estate investor who has worked on commercial projects in Florida, Connecticut, New Jersey, and Maine. He has worked as a principal on developments of over 200 units, is a principal on redeveloping the MERC site in Biddeford, and has redeveloped several smaller properties in Portland. He brings strong expertise in financials, fundraising, advocacy, and public speaking. He grew up in a co-op in New York City, and is on the board of UHAB, the entity that manages 20,000 units of cooperative housing in New York.



LIZ TRICE is a policy professional who builds multidisciplinary partnerships across real estate, economic development, entrepreneurship, and public health. Liz holds a masters degree in Public Policy & Management with a certificate in Community Planning & Development from the Muskie School at the University of Southern Maine. She has worked on multi-unit projects in Portland to obtain zone changes, lead the public engagement process with neighboring residents and businesses, apply for TIFs and grants, and direct the design of shared spaces. Her work includes award-winning research on the regulatory barriers to people living alone achieving home ownership, leading the process to redesign Bramhall Square, and working with medical and economic development institutions to develop strategic plans. Her projects to re-envision urban spaces for livability and natural ecosystems won two of three awards given by the 2019 Portland Society of Architecture's Complete City Competition. Liz trained as a cohousing developer and Passive House Design Consultant and has visited over 20 cohousing developments in the United States. She is currently the owner of PelotonLabs, a coworking space in Portland.



PROJECTS



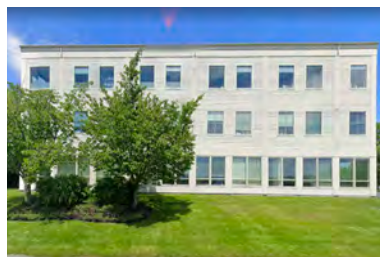
M NORTH ORLANDO—As a principal of Clay Cove Capital, Brian was the control capital partner in the ground-up development of M North in Orlando, a \$37.1M, 288-unit multifamily development in Orlando, Florida. www.mnorthorlando.com



BIDDEFORD MERC REDEVELOPMENT Brian worked with Jim Brady of Fathom Companies, to serve as master developer of city-owned land on the former Maine Energy Recovery Corp. incinerator through a public-private partnership with the City of Biddeford.



6 CITY CENTER IN PORTLAND—Brian redeveloped and retented a largely vacant Old Port mixed use building including executive office suites. www.sixcitycenter.com, and bringing in a law firm condo, law firm tenant, Lio Restaurant, and HE Paintbar nail salon.



1685 CONGRESS IN PORTLAND—Brian redeveloped a 50% vacant office/medical building and retented it including Maine Plastic Surgery Center and Maxim Healthcare. www.maineplasticsurgery.com

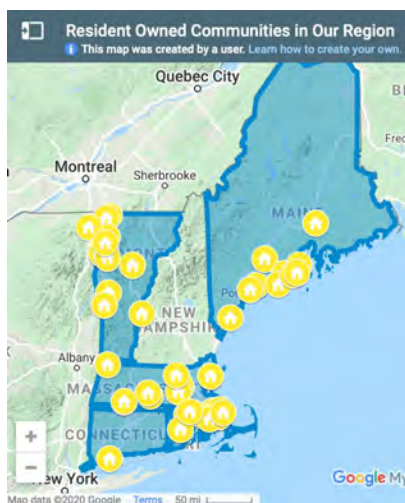


645 CONGRESS STREET—This former downtown college dormitory was converted to 55 one-bedroom and studio apartments with retail on the first floor. Liz worked for developers Shinberg and Alford on the initial concept, conducted a market analysis, developed relationships and communication with neighbors and businesses, creating a bike storage and parking plan, created a community management plan, and assisted with lease-up.



The Cooperative Development Institute (CDI) is a regional 501(c)3 non-profit founded in 1994 by co-op leaders in the Northeast. CDI's mission is to build a cooperative economy through the creation and development of successful cooperative enterprises. We are transforming ownership of our economy, so all people can meet their basic needs. CDI has 30 staff across the Northeast including six staff members in Southern Maine.

New England Resident Owned Community Projects (NEROC)



One of our primary activities is creating cooperative housing in Maine and the Northeast. When a park is for sale we help residents form a cooperative, get financing to buy the park, and learn how to run it with democratic resident control. This program gives residents control of the land beneath their homes and protects the affordability of their housing.

The Resident Owned Community (ROC) model began in NH with the NH Community Loan Fund and became a national model with the formation of ROC USA in 2008. The program has helped people in over 50 parks – comprising more than 4,800 homes — convert to resident ownership. Those communities are part of the ROC USA Network, which has helped secure over 15,000 units of affordable housing

nation-wide. CDI provides ongoing support as trainers and advisers for the ROCs and other cooperatives in the region. We assist in governance, management, financial oversight, communications, conflict resolution, compliance, and securing financing.

Charter Oaks Village Cooperative



With the support and technical assistance of the Cooperative Development Institute (CDI), the residents of Charter Oaks Village acquired the land on the 40 unit Arundel manufactured housing park on June 11, 2019 for \$1,170,000, helping to preserve the affordable housing community within it.

Charter Oaks Village joins nine other Maine manufactured housing communities supported by CDI and financed by Genesis Community Loan Fund, representing 440 homes now under resident control. The newly formed housing cooperative was a recipient of a GrowSmart Maine's honorary 2019 Smart Growth Award.

Mountainside Community Cooperative



CDI's newest Maine Cooperative is the 52-unit Mountainside Community Cooperative in Camden, Maine. Securing affordable housing in a community like Camden is increasingly challenging as housing costs escalate and its population ages. The residents of Mountainside Community purchased the community on December 11, 2019 for \$1,900,000 with financing provided by Camden National Bank, Genesis Community Loan Fund and the Local Enterprise

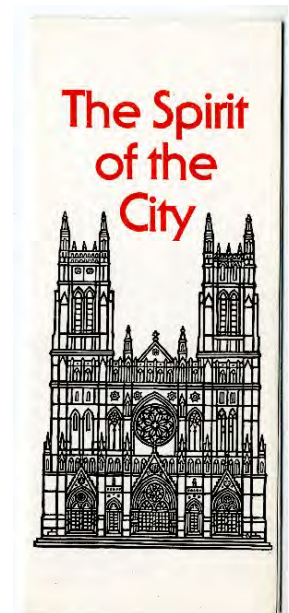
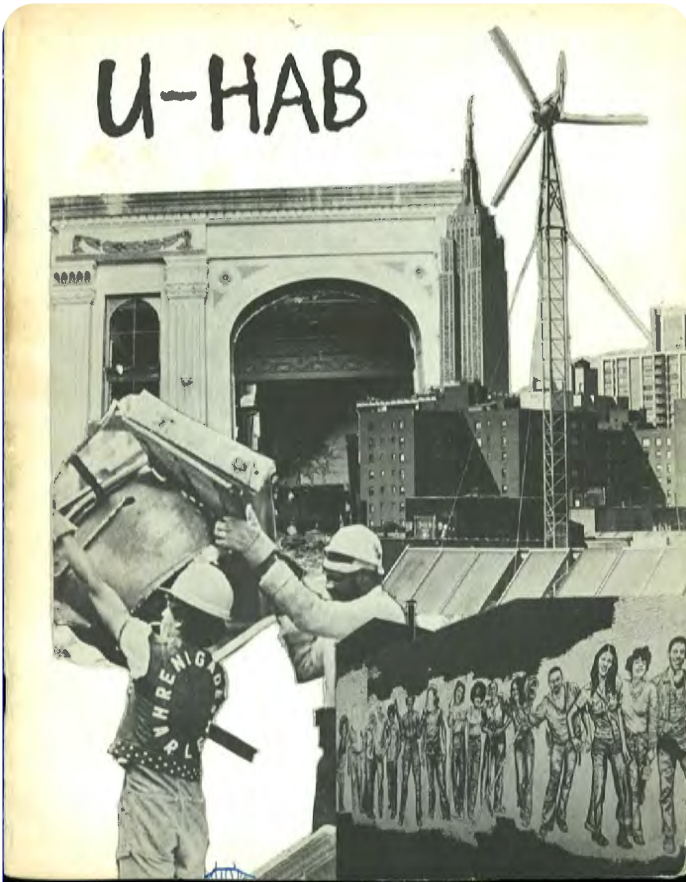
Assistance Fund. "We are so pleased to be able to help the residents of the Mountainside Community Cooperative become property owners today," said Bill Floyd, Executive Director of the Genesis Fund.

Wardtown Mobile Home Cooperative



The residents of the 60-unit Wardtown Mobile Home Cooperative voted to form the cooperative and purchase the community in May 2015, with assistance from CDI, and combined financing from Maine State Housing and The Genesis Community Loan Fund. As with all of the CDI's Resident Owned Communities (ROCs), Wardtown members continue to engage in extensive training and organizational development. As Bill Hodgkins, Cooperative Treasurer explains, "We all gained valuable new skill sets as we went through the process of establishing and financing our

cooperative...Now we have a very strong board of directors and feel very organized, to the point we are able to assist other ROC mobile home parks with advice about the process."



2019 UHAB ANNUAL REPORT

Building for Us

This year, UHAB made a considerable effort to build an archive. In doing so, the lesson we learned from decades of growth is very simple: what has always mattered most for affordable housing is community. It is the strength and support that comes from the community inside a co-op that is just as essential as the affordable housing itself.

With this in mind, UHAB is proud to offer new and expanded programs to low-income homeowners with a refined lens on our work. We have more data and research than ever on the long-term impacts of redlining policies and how communities of color have been resilient in their efforts to remain in their homes, whether in the 1970s or today. By building new affordable co-ops, strengthening tenants' rights statewide, making share loans through our HomeOwnership Lending program, and working in cooperation with our Interboro Community Land Trust partners to create the first Citywide CLT in New York City, we are actively working to dismantle the detrimental legacies of redlining and community disinvestment.

As we look toward the future, our work is expanding in several ways. We are offering more services like Co-ops Go Solar and our energy programs that are tackling the most pressing issue of our lifetime: the climate crisis. Without renewable energy and carbon reduction, low-income residents more than anyone will be affected. Most importantly, we need to recognize that it is not just low-income communities, but people of color in particular who are disproportionately affected by this crisis, just as they have been marginalized from fair and stable housing. UHAB's CDFI, HomeOwnership Lending, helps ensure that a family is not denied the opportunity to purchase because they don't have the money to be an all cash buyer. This program makes small loans where other lenders are reluctant and in this way supporting our HDFC and Mitchell Lama co-op communities in continuing to provide affordable housing.

The interest in co-ops and our work is expanding not just in New York City, but in upstate New York where residents can securely remain in their mobile homes; to New Haven, CT where the nearly 50-year old Seabury Co-op struggles to keep up with its aging infrastructure; and to Seattle, WA where a new permanently affordable co-op is being created. UHAB is excited to be assisting a new City financed co-op development program in Oakland, CA and we continue to meet with organizations and officials in other cities who are seriously considering the limited-equity model.

We have come a long way and welcome our next chapter of growth.

Sincerely,

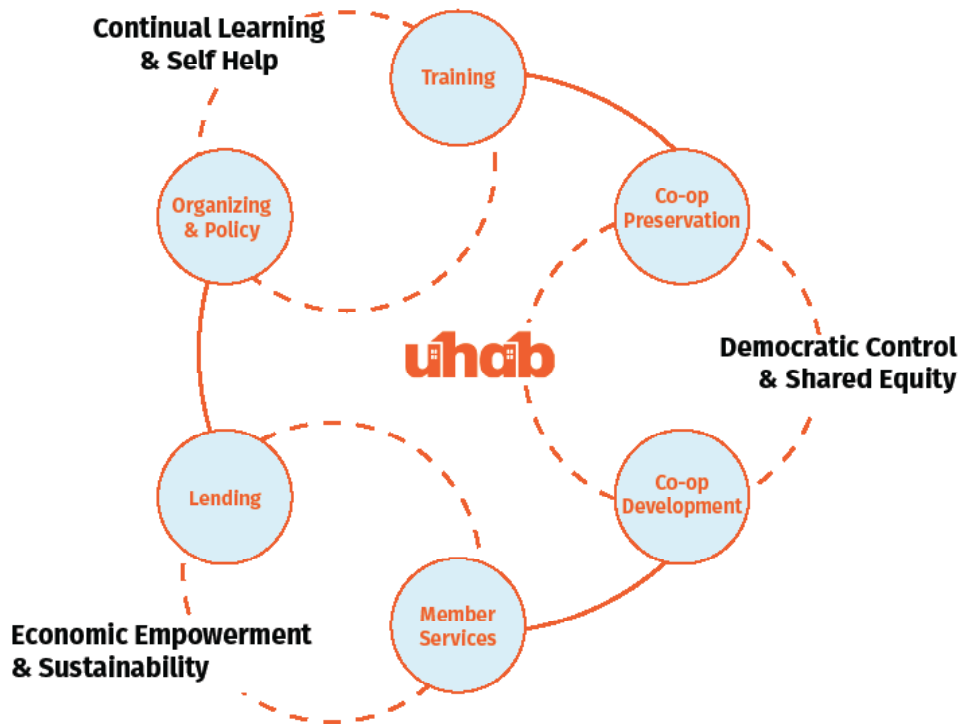
A handwritten signature in blue ink, appearing to read 'A. Reicher', with a stylized flourish at the end.

Andrew Reicher, Executive Director

Community through Cooperation

UHAB empowers low- to moderate-income residents to take control of their housing and enhance communities by creating strong tenant associations and lasting affordable co-ops.

Our Principles



I. Continual Learning & Self Help

When residents take the lead on everything from creating, managing, and preserving their own co-ops to advocating for affordable housing policy reform, this not only improves buildings and neighborhoods, but it transforms lives as well. Ongoing education and training is the key to preserving affordable housing cooperatives and strong tenant associations.

II. Democratic Residential Control & Shared Equity

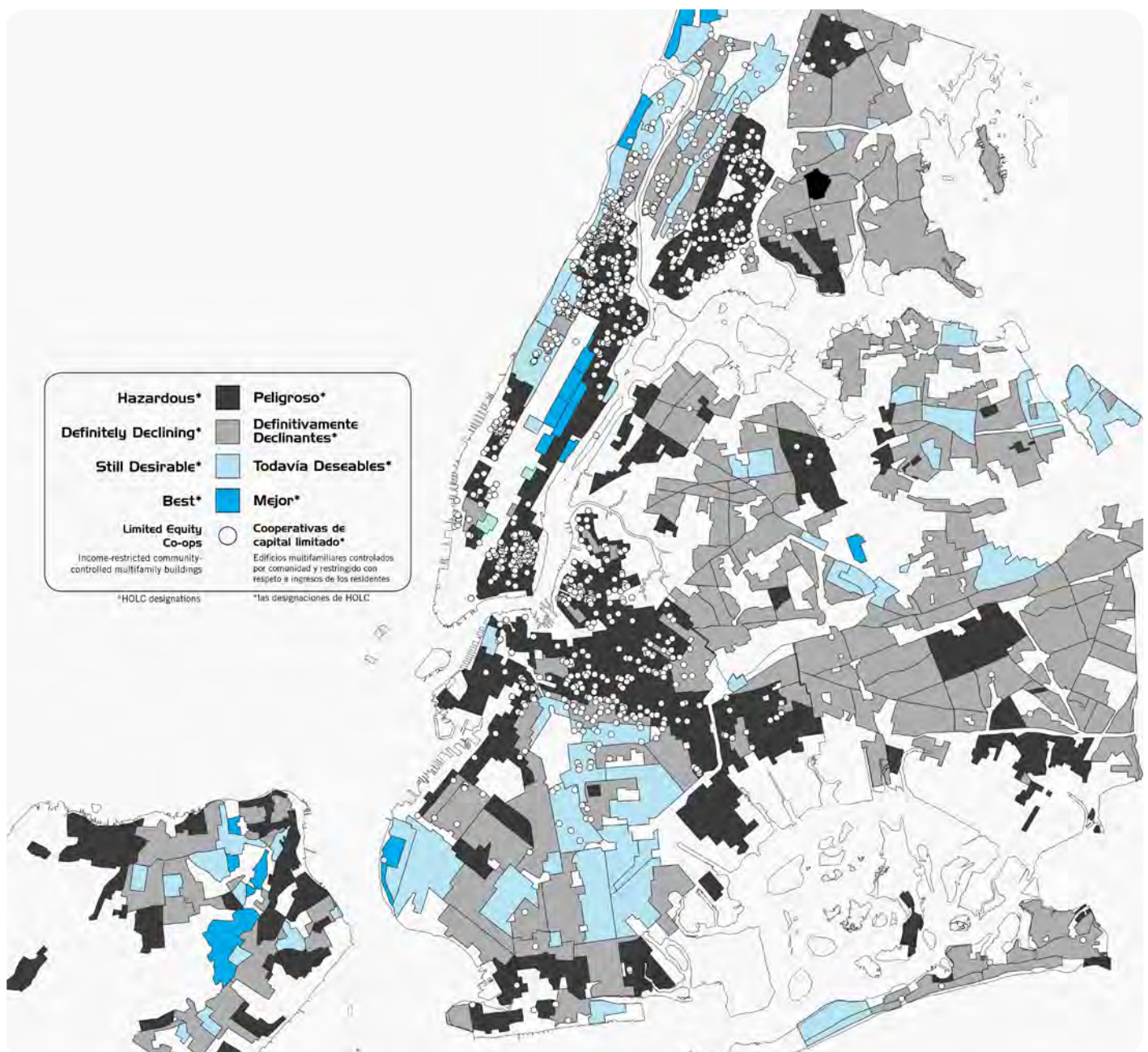
Transparent leadership and the participation of a majority of residents—each contributing unique skills and perspectives—make democratic governing and organizing possible. This collective control of housing helps prioritize a shared equity that keeps affordability manageable for future incoming residents.

III. Economic Empowerment & Sustainability

UHAB provides access to affordable, high-quality resources covering areas of energy, finance, democratic participation and education. These tools help residents maintain lower costs of living while helping to demystify financial technicalities. With support and guidance, all residents should be able to read and manage their finances, in order to make informed decisions about their operating costs.

Housing Justice is Racial Justice

This map overlays the location of modern-day HDFC co-ops with redlined neighborhoods from the 1930s. Redlining was a discriminatory housing practice that devalued neighborhoods where people of color lived and made it difficult for people of color to secure safe, affordable housing. In this map, the deepest shade of grey represents the least economically desirable neighborhoods. In the 1970s and 1980s, landlord abandonment and arson led to City foreclosure on thousands of occupied buildings in these same neighborhoods, creating the conditions for the self-help housing movement and the creation of thousands of HDFCs.



Through organizing and self-help initiatives, community-controlled housing arose as a way for low-income people and people of color to take control of their housing solutions when the government and private sector would not. Today, neighborhoods like Harlem, the South Bronx, and Central Brooklyn still struggle with the legacy of redlining; high air pollution, increased heat waves, higher poverty rates, and gentrification all threaten to displace longtime residents from neighborhoods that were once widely abandoned.

Through it all, community control remains a tool to provide New Yorkers with decent, affordable housing. HDFC co-ops are anchors in their neighborhoods, providing a safe haven to raise families and age in place. Tenant unions build power among renters and win victories like stronger rent laws.



Through our work, UHAB helps people of color control, manage, and improve their homes. We know from experience that most of the low- to moderate- income residents in the buildings we serve are Black or Latinx. Our goal is to have as many people from the communities we serve reflected in our organization's leadership and programs.

Currently, around 60% of our Board and program staff are people of color, and more than half of our organization is bilingual in English and Spanish, fulfilling an essential need for our Spanish-speaking HDFC board members and residents. We provide our technical assistance, homeownership advisement, energy advisement, bookkeeping services, quarterly newsletter, and entire training curriculum in both English and Spanish.

UHAB BY THE NUMBERS: 2019

125 fair elections monitored
in practice of democratic
community control



9 HDFCs
adopted solar,
bringing the total
number to
28

3,500,000 tenants protected
under stronger rent laws



115 budgets planned to
preserve HDFCs' financial
stability & affordability



5
affordable
homeowner-
ship loans
totaling
\$242,011

203
trainings for
affordable
co-op
residents



\$9,197,000
secured in loans to
help HDFCs make
capital
improvements



Our Co-op
Preservation
team helped

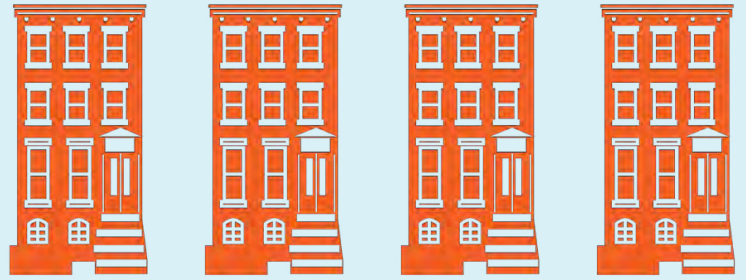
15 co-ops

secure necessary
loans to avoid City
foreclosure last year.

This represents over

350 families

that were able to
retain their equity
and control of their
homes through
technical assistance
and guidance
from
UHAB staff.



To date, UHAB is the
foremost developer of
limited-equity housing
co-ops in NYC. we have

developed **over**

1,300 units of

affordable housing
with the support of a
variety of City and State
programs.



FIRM BIO



ACETO LANDSCAPE ARCHITECTS

ALA is a process-driven, landscape architecture and urban design firm committed to thoughtful, creative intervention at the intersection of environment, economics, art, and culture. ALA was founded on the notion that great design is a product of careful listening, inclusive decision-making, and unrelenting passion for enduring built spaces. We believe landscape architecture lies at the nexus of the built form and the ephemeral qualities of an ever-changing environment. ALA's team offers a unique set of skills and perspective, well-equipped to harmonize and reconcile the roles and value systems of varied design disciplines. We integrate expertise and intuition to craft powerful places, built upon a commitment to resiliency and sustainability. Our studio's passion for craft and technical savvy affords us the opportunity to collaborate across a broad geographic range and myriad project scales from intimate private spaces to large-tract master plans.

ALA was founded in 2014 by Principal, Nick Aceto. ALA has 5 employees, all of which are landscape architects, licensed in the states of Maine, Massachusetts, New York and Colorado.

PROJECT TEAM KEY PERSONNEL



NICK ACETO, PLA, ASLA

ACETO LANDSCAPE ARCHITECTS

FOUNDING PARTNER, LANDSCAPE ARCHITECT | NA@ACETOLA.COM

Nick is a licensed landscape architect and urban designer with a deep passion for the creative process. Nick believes in landscape as a framework for organizing the patterns and behaviors through which we live. From the private garden to the region, Nick has the ability to recognize and translate patterns into visual narratives which tell the unique story of a place through built form. Nick grew up in Portland, Maine where he developed a deep appreciation for the rich and varied New England landscape, from rocky shorelines of the Atlantic to the forested peaks of the Appalachians. As both a consummate urbanist and adventure-seeking outdoorsman, Nick is intrigued by the interplay between urban form, economics, wild nature, and ecology.



CAITLIN ACETO, PLA, ASLA

ACETO LANDSCAPE ARCHITECTS

FOUNDING PARTNER, LANDSCAPE ARCHITECT | CA@ACETOLA.COM

Caitlin is a licensed landscape architect in the states of Maine, New Hampshire, and Colorado, who's passion for art and design began in the Chicagoland area where she was exposed to the architectural works of Frank Lloyd Wright and Olmsted's historic planned community of Riverside. Caitlin's project experience ranges in scale from circulation and wayfinding design at Grand Canyon National Park, to security barrier conceptualization for the Thomas Jefferson Memorial, to signage programming and design. Caitlin brings a distilled clarity to design that strives to embody the contextual heritage, textural richness and cultural integrity of place.



SETH KIMBALL, PLA, ASLA

ACETO LANDSCAPE ARCHITECTS

PRINCIPAL, LANDSCAPE ARCHITECT | SK@ACETOLA.COM

Seth has been practicing Landscape Architecture for over 15 years. He has a Bachelor's degree in Landscape Architecture from the University of Massachusetts Amherst. Seth's project experience includes serving as project manager/lead designer for a master plan for the new Al Guhair University in Dubai, the Al Ain Oasis Cultural Quarter Master Plan in Abu Dhabi, institutional experience including Phillips Andover Academy, Bates College, George Stevens Academy, and Southern New Hampshire University, and a range of residential projects including homes in Texas, Idaho, Montana, New York, Arizona, and several throughout the northeast. Seth joined ALA in 2018, bringing to the practice his experience in civic, institutional, and residential projects. further ALA's commitment to achieve sustainable and resilient project outcomes.



LIST OF SELECT CURRENT & ONGOING OR COMPLETED ALA PROJECTS

ALA has been fortunate to have made meaningful contributions to a vast array of projects across a wide gamut of scales over the last 5-6 years. Below is an abbreviated list of select project examples intended to provide a sense of our professional skill set, experience, and range as a design studio. We would be happy to provide more information about any of the below projects upon request.

RESIDENTIAL

DBX 11 RESIDENCE	ASPEN, CO
WHITE HORSE SPRINGS RESIDENCE	ASPEN, CO
TELLURIDE AGUIRRE ROAD RESIDENCE	TELLURIDE, CO
PRIVATE RESIDENCE	SOUTH FREEPORT, ME
SHADOW MOUNTAIN CONDOMINIUMS	ASPEN, CO
SMYTH RESIDENCE	SNOWMASS, CO

COMMERCIAL/CAMPUS

100 FORE STREET OFFICE BUILDING	PORTLAND, ME
66 STATE STREET	PORTLAND, ME
LAAM 525 LIVE-WORK	BASALT, CO
HOTEL ASPEN	ASPEN, CO
MEMORIAL PLAZA	QUANTICO, VA
CUMBERLAND CLUB SITE PLAN	PORTLAND, ME
RIVERSIDE LIVE-WORK	PORTLAND, ME
WILLITS BEND LIVE-WORK	BASALT, CO
RED HAWK ELEMENTARY SCHOOL	ERIE, CO
CSU UNDERPASS STUDY	FORT COLLINS, CO
ANDERSON RANCH ARTS CAMPUS	SNOWMASS VILLAGE, CO

HOUSING & DEVELOPMENT

SCARBOROUGH DOWNS MASTER PLAN	SCARBOROUGH, ME
THE TREE FARM	BASALT CO
66 STATE STREET	PORTLAND, ME
BLOCK 11 MASTER PLAN	BRECKENRIDGE, CO
BROKEN COMPASS BREWERY	BRECKENRIDGE, CO
RIVERBEND COMMERCIAL CENTER	TIMNATH, CO
CUMBERLAND MULTI-GEN	CUMBERLAND, ME

PUBLIC

COMMERCIAL STREET TRANS. STUDY	PORTLAND, ME
LIBBYTOWN PLAYSCAPE	PORTLAND, ME
PORTLAND DOWNTOWN SQUARE	PORTLAND, ME
BASALT POST SIGNAGE	BASALT, CO
TOWN WAYFINDING SIGNAGE	BASALT, CO
BAYSIDE ADAPTS MASTER PLAN	PORTLAND, ME
ARBANEY PARK MASTER PLAN	BASALT, CO
BASALT OUR TOWN	BASALT, CO
TIMNATH COMMUNITY PARK	TIMNATH, CO
PACTS SMART CORRIDOR STUDY	PORTLAND, ME
LIBBYTOWN VISIONING	PORTLAND, ME
BERTHOUD PARKS & OPEN SPACE PLAN	BERTHOUD, CO

REFERENCES

CAITLIN CAMERON

CITY OF PORTLAND, URBAN DESIGNER
207-874-8901
CCAMERON@PORTLANDMAINE.GOV

"In my capacity as Urban Designer for the City of Portland, I interacted with Aceto Landscape Architects (ALA) on the 100 Fore Street project where they demonstrated thoughtful and creative design strategies for a challenging urban site. Speaking from my experience working with a diversity of landscape and urban design professionals in Southern Maine, I found ALA to have an innovative approach that demonstrates a value for and understanding of the role of public space and urban landscape for the livability and resiliency of cities and towns." - Caitlin Cameron

BRUCE HYMAN

CITY OF PORTLAND, TRANSPORTATION PROGRAM MANAGER
207-874-8717
BHYMAN@PORTLANDMAINE.GOV

"Aceto Landscape Architecture's compelling graphics as part of the Portland-South Portland Smart Corridor Plan effort in 2017 enabled the public to readily visualize the benefits and trade-offs of various transportation alternatives being considered and highlighted the opportunities those alternatives could also have for placemaking, a key goal of the Plan." - Bruce Hyman

RICH CIECIUCH

PROJECT WORKSHOP
970-729-0126
RICH@PROJECT-WORKSHOP.COM

"ALA is a key design collaborator in our design build approach, helping to navigate complex approval issues, participating seamlessly in the iterative design process that succeeds best when site attribute identification and organization melds with building design concepts. They are excellent listeners and always come back with creative and unexpected solutions. Community and Neighbor impacts of any development must be carefully contemplated and negotiated to a successful outcome, and ALA has all the skills and experience to shape and illustrate how new projects relate to the existing fabric of community and neighborhoods." - Rich Ciecuch

DAN BACON

DEVELOPMENT DIRECTOR MR.HOLDINGS
207.232.5154
DBACON@MR.HOLDINGS

MARK RUDOLF

PRINCIPAL / OWNER VELLUM ARCHITECTS
970 618 1889
MARK@VELLUMAD.COM

JAY CHACE

PLANNING DIRECTOR, TOWN OF SCARBOROUGH
207-730-4042
JCHACE@SCARBOROUGHMAINE.ORG

TROY MOON

CITY OF PORTLAND SUSTAINABILITY COORDINATOR
THM@PORTLANDMAINE.GOV
207.756.8362



THE DOWNS | 510-ACRE MASTER PLAN & TOWN CENTER SCARBOROUGH ME

ALA has worked collaboratively with Gorrell Palmer Consulting Engineers along with a large team of consultants and stakeholders in developing a master plan for this 500+ acre former harness racing facility. The project was recently granted a TIF agreement based in large part on the attributes ALA visualized in their plans for the proposed Town Center which included a 4 acre community park with music venue, playground, and sport courts.

KEY STAFF SERVICES STATUS REFERENCE

Nick Aceto, Seth Kimball
Master Planning, Urban Design, Landscape Architecture, Visualization
Planned
Jay Chace, Planning Director, Town of Scarborough | Jchace@Scarboroughmaine.org

ALA worked closely with an experienced Southern Maine builder to develop a neighborhood plan which begins to challenge conventional subdivision development rules with a compact pattern and highly walkable streetscape organized around a central woodland preserve which serves as a neighborhood playscape.

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FRONTRUNNER PARK

SCARBOROUGH ME

This third phase of The Downs master plan includes over 200 homes across a broad range of affordability including compact, lane-loaded single family and pocket homes as well as more than 75 apartment units and ground floor office space. The plan is organized around a series of small parks and a highly-walkable street grid.

KEY STAFF

Nick Aceto, Seth Kimball

SERVICES

Master Planning, Urban Design, Landscape Architecture, Visualization

STATUS

Permitted, Expected Construction Fall 2020

REFERENCE

Jay Chace, Planning Director, Town of Scarborough | Jchace@Scarboroughmaine.org



LAAM 525

BASALT CO

Aceto Landscape Architects worked closely with architect, owner and contractor on this urban infill development, providing creative streetscape and urban plaza design interventions. The project included 8 affordable residential units, 5,000 SF of commercial / light industrial space, parking, and integration with the town's transit system.

KEY STAFF

Caitlin Aceto, Nick Aceto

SERVICES

Landscape Architecture, Urban Design

STATUS

Under Way Summer 2020

REFERENCE

Glenn Rappaport | grappa@blackshack.net



FREEPORT LIVE-WORK

FREEPORT ME

Freeport Live-Work is a community master plan envisioned as a series of mixed-density neighborhoods including more compact, single-family pocket homes as well as mixed-use townhomes and commercial-office buildings

KEY STAFF	Nick Aceto, Caitlin Aceto
SERVICES	Landscape Architecture, Urban Design, Planning
STATUS	Planned
REFERENCE	Undisclosed



BASALT ON-CALL PLANNING

BASALT CO

ALA was tasked with the study of two parcels within the Town of Basalt Growth Management Area for feasibility of alternative 'affordable' housing development options. ALA explored options for pocket neighborhoods, compact lot scenarios, and consolidation of infrastructure as a means to offset development cost and in turn reduce home pricing.

KEY STAFF

Lisa Cowan, Caitlin Aceto

SERVICES

Landscape Architecture, Visualization

STATUS

Planning Document Complete 2016

REFERENCE

Undisclosed | Undisclosed



BRECKENRIDGE SUSTAINABLE COMMUNITY

BRECKENRIDGE CO

ALA provided master planning, urban design and landscape architecture services for the larger mixed-use community surrounding the Broken Compass Brewery site in Breckenridge, Colorado.

KEY STAFF	Nick Aceto, Caitlin Aceto
SERVICES	Landscape Architecture, Visualization
STATUS	On-Hold
REFERENCE	Rich Ciueciuch, Project Workshop



RAISE-OP | BLAKE STREET CHARETTE LEWISTON ME

ALA worked collaboratively with this Lewiston CO-OP via a series of charrettes and workshops to help develop a plan for a new CO-OP building which could be replicated across a number of typical infill sites across Lewiston. Working with residents, ALA and BILD Architecture built consensus around parking, site utilization, program, and amenities.

KEY STAFF	Nick Aceto, Caitlin Aceto
SERVICES	Site Planning, Urban Design, Public Engagement
STATUS	Planned, On-Hold
REFERENCE	Craig Saddlemire, Evan Carroll



RAILROAD SQUARE LIVE-WORK YARMOUTH ME

Situated on a former commercial shipping yard between an existing railroad corridor and historic Main Street, Railroad Square is conceived as a compact, walkable, mixed-use residential community which celebrates the site's historic commercial character while testing new models for living and working.

KEY STAFF	Nick Aceto, Caitlin Aceto
SERVICES	Landscape Architecture, Site Planning
STATUS	Planned
REFERENCE	Kevin Bunker, Alex Jaegerman



JAX SCHOONER HEAD EAST CO-HOUSING

BAR HARBOR, ME

The Jackson Laboratories is an institution with a long history in Bar Harbor and one of the State of Maine's largest employers. ALA was tasked with developing a site inventory and analysis and conceptual master and site plans for employee and guest housing on a 36.5 acre parcel directly adjacent to the main campus.

KEY STAFF	Nick Aceto
SERVICES	Site Planning, Urban Design
STATUS	Planned, Under Way
REFERENCE	John Fitzpatrick



WILLITS BEND | LIVE-WORK COMMUNITY

BASALT CO

ALA has worked closely with Black Shack Office to develop plans and visualization for expansion of this live-work community in Basalt, CO. The community is comprised of 6 buildings with commercial, light-industrial space on the ground floor with tenant-finish residences above.

KEY STAFF	Nick Aceto
SERVICES	Master Planning, Urban Design, Landscape Architecture, Visualization
STATUS	Completed 2019
REFERENCE	Glenn Rappaport



LIBBYTOWN PLAYSCAPE PORTLAND ME

ALA worked closely with the Libbytown Neighborhood Association to provide conceptual design and visuals for a new playground planned in Dougherty Field Park in Portland. Due in large part to ALA's imaginative design in conjunction with the neighborhood association's proposal, the project was awarded more than \$130,000 in CDBG funding in 2018 through the competitive selection process with the City of Portland.

KEY STAFF	Nick Aceto, Caitlin Aceto
SERVICES	Landscape Architecture, Visualization
STATUS	Under Way Summer 2020
REFERENCE	Ethan Hipple, Zack Barowitz

Blackstone Senior Living

Location: Falmouth, Maine

Completion Date: February 2018

Size: 15,000 square feet new

Program: 19 units new, 1-bedroom, and 2- bedroom apartments to Passive House performance levels; plus significant rehabilitation of 20 existing units

Cost: \$185 / sf

Scope: New Construction and rehabilitation

Reference:

Catherine Elliott

Avesta Housing

(207) 553-7780

CElliott@avestahousing.org





48 Union Wharf | Portland, ME. 04101 | tel. 207.772.6022

www.archetype-architects.com

Company Background and History

Archetype Architects has, since 1983, developed an extensive portfolio of building projects in Maine and New England. We are a commercial architectural firm specializing in business, retail and housing developments. Our areas of service include master- planning, architectural design, and interior design. Prior to 1983 David Lloyd and Bill Hopkins maintained separate practices after having begun their careers in Boston and New York, respectively.

Archetype regularly designs and completes commercial projects in a very diverse field of typologies. Everything from hospitality and multi-family residential to offices and light industrial projects is well within our purview.

Personnel:

Principals: David Lloyd
William Hopkins

Architects: David Mele
Barry Yudaken
Virginie Stanley
Katherine Detmer
James Broadbent

Architectural Associates: Michael Hutchins
Mike Coyne
Devin Cough

Architectural Interns: Maryna Nelson
Sam Berry

Interior Designer: Sally Anderson

Office Manager: Susan Geffers

Registration Status:

Maine, New Hampshire, Massachusetts, Connecticut, New York, New Jersey, RI and US Virgin Islands

Professional Affiliations:

National Council of Architectural Registration Board
International Building Code
National Fire Protection Association

RELATED PROJECT EXPERIENCE

Archetype has provided Design Services for the following residential projects.

Project & Location	Type of Project	Client
Osprey Circle S. Portland, ME	48 Units Apartments 2 large multi-unit buildings	Kevin Bunker - Developers Collaborative (207) 766-1632 - bunker.kevin@gmail.com
Oriole Way Ellsworth, ME	50 Units Apartments 7 Buildings, Flats and Townhouses	Kevin Bunker - Developers Collaborative (207) 766-1632 - bunker.kevin@gmail.com
Webster Point Orono, ME	15 Units Condos 7 Buildings Townhouses	Kevin Bunker - Developers Collaborative (207) 766-1632 - bunker.kevin@gmail.com
Summer Street Gardiner, ME	15 Units Apartments 2 Buildings, Flats and Townhouses	Kevin Bunker - Developers Collaborative (207) 766-1632 - bunker.kevin@gmail.com
Minot Ave. Auburn, ME	36 Units Apartments 3 Buildings, Flats and Townhouses	Kevin Bunker - Developers Collaborative (207) 766-1632 - bunker.kevin@gmail.com
Maple Street Augusta, ME	29 Units Apartments 3 Buildings, Flats and Townhouses	Kevin Bunker - Developers Collaborative (207) 766-1632 - bunker.kevin@gmail.com
Deering Place Portland, ME	75 Units Apartments	Avesta Housing (207) 553-7780
Motherhouse Portland, ME	88 Units Elderly Apartments	Kevin Bunker - Developers Collaborative (207) 766-1632 - bunker.kevin@gmail.com
Fox School S. Paris, ME	12 Units Elderly Apartments	Avesta Housing (207) 553-7780
Larrabee Commons Westbrook, ME	38 Units Elderly Apartments	Christopher LaRoche – Westbrook Housing (207) 854-6805-claroche@westbrookhousing.org
Millbrook Estates Westbrook, ME	38 Units Elderly Apartments	Christopher LaRoche – Westbrook Housing (207) 854-6805-claroche@westbrookhousing.org
St. Ignatius Sanford, ME	66 Units Apartments	Kevin Bunker - Developers Collaborative (207) 766-1632 - bunker.kevin@gmail.com
Eliot Housing Eliot, ME	38 Units Elderly Apartments HUD	David Bateman - Bateman Partners, LLC (207) 772-2992-David@batemanpartnersllc.com
Carleton Street Portland, ME	37 Units Apartments	Avesta Housing (207) 553-7780
Huse School Bath, ME	58 Units Apartments	Nathan Szanton - The Szanton Company (207) 8719811- nszanton@szantoncompany.com
Hodgkins School Augusta, Me	47 Units Apartments	Amanda Bartlett - Augusta Housing amanda.bartlett@augustahousing.org
134 Washington Ave. Portland, ME	18 Units Veterans Housing	Avesta Housing (207) 553-7780

RELATED PROJECT EXPERIENCE

Archetype has provided Design Services for the following residential projects.

Project & Location	Type of Project	Client
Village Green Cumberland, ME	38 Units Apartments	David Bateman - Bateman Partners, LLC (207) 772-2992-David@batemanpartnersllc.com
Sanford Mill Sanford, ME	36 Units Apartments	Northland Enterprises, LLC Rex Bell
Danforth on High Portland, ME	30 Units Apartments	Random Orbit, Inc. Peter Bass
Hyacinth Place Westbrook, ME	37 Units Apartments	Avesta Housing (207) 553-7780
Sullivan School Apartments South Berwick, ME	34 Units Apartments	David Bateman - Bateman Partners, LLC (207) 772-2992-David@batemanpartnersllc.com
Emery School Apartments Biddeford, ME	24 Units Apartments	Avesta Housing (207) 553-7780
The Mill at Saco Falls Biddeford, ME	66 Units Apartments	The Szanton Company (207) 8719811- nszanton@szantoncompany.com
Spring Crossing Elderly Housing Westbrook, ME	34 Elderly Apartments	Christopher LaRoche – Westbrook Housing (207) 854-6805-claroche@westbrookhousing.org
53 Danforth Portland, ME	43 Units Apartments	The Szanton Company (207) 8719811- nszanton@szantoncompany.com
Walker Terrace Portland, ME	40 Units Apartments	The Szanton Company (207) 8719811- nszanton@szantoncompany.com
Casco Terrace Portland, ME	27 Units Apartments	The Szanton Company (207) 8719811- nszanton@szantoncompany.com





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Acorn Engineering, Inc. is a Portland-based civil and environmental engineering firm of nine full-time employees and four construction inspectors. Acorn's team has a diverse portfolio providing Maine with quality engineering and environmental services as well as state-wide construction administration on behalf of the Maine Department of Transportation.

A cornerstone of Acorn Engineering is the attention to quality and exceptional level of service on every project, regardless of size. Our engineers and scientists pride themselves on their extensive experience, which is backed by a broad knowledge of civil and environmental engineering practices from smaller residential projects to larger commercial projects that integrate environmental assessment and site redevelopment.

Acorn Engineering has demonstrated the ability to breakdown and synthesize widely disseminated regulations into accepted engineering practices and practical site assessment and development. As a result of Acorn's efforts, the Cumberland County Soil & Water Conservation District recently recognized Acorn as the Contractor of the Year. This was the first award associated with the nationally recognized Long Creek Restoration Project and the first time the Cumberland County Soil & Water Conservation District ever recognized an engineering firm as their Contractor of the Year.

Acorn's expertise covers the areas of: civil/site design, evaluation, development, and permitting; and construction phase services such as construction administration, construction documents, project bidding, and site inspection including erosion and sedimentation control. Acorn's experience also includes the field of environmental engineering and compliance such as: Phase I and Phase II environmental site assessments, soil and groundwater remediation planning and design; Maine's Voluntary Response Action Program (VRAP); and stormwater treatment system design and permitting.

Acorn's engineers have designed, permitted, and overseen construction on numerous single-family and multifamily residential projects including traditional subdivision designs featuring on-site sewage/septic disposal and drilled wells. Furthermore, Acorn has demonstrated extensive experience and capabilities with municipalities, the Maine Department of Transportation (MDOT), Maine Department of Environmental Protection (MDEP), soil & water conservation districts, conservation commissions, municipalities, and the private sector on environmental and site development projects as demonstrated by the following:

- Listed on Maine DEP's Pre-Qualified Vendor List for Environmental Consulting Services
- Listed on Maine DOT's Pre-Qualified Consultants for eight service areas (listed under Section I.D)
- Cumberland County Soil & Water Conservation District Contractor of the Year for work on the Long Creek Restoration Project

- **Public Works Redevelopment – Meeting House Hill**

Over the past two years, Acorn Engineering has worked in close association with the City of South Portland, neighbors, and private clients on the redevelopment of the former Public Works facility. The 6-acre site is nestled in the middle of the Meeting House Hill residential neighborhood and is currently



a mix of storage buildings, fuel fill stations, miscellaneous stockpiles, and pavement. The site will be redeveloped into a mix of multifamily townhomes and single-family dwellings comprising 38 units along with a public park and community gardens.

In addition to the environmental remediation, Voluntary Response Action Program (VRAP), and other environmental considerations given the previous land use, the project is subject to a Maine DEP stormwater management law. The redevelopment design results in a reduction in impervious area of over 50% and reduces land use intensity across the site. Though not required, several stormwater BMP's have been implemented into the site as a best practice, further attenuating and treating stormwater runoff. In addition to the significant redevelopment plan, Acorn has designed an infrastructure plan to separate the storm and sewer mains. This will include installing 400 feet of new storm drain along the existing O'Neil Street right-of-way and 700 feet of new storm drain along the proposed O'Neil Street right-of-way extension. Overall, this effort will reduce the effects of combined sewer overflows (CSO) into Casco Bay which occur due to wet-weather events and the wastewater treatment plant's inability to provide capacity for both storm and sanitary sewer flows.

As part of this project, Acorn held a multitude of meetings with the City including the assistant City manager, the former Mayor, the entire planning division, and the chief engineer of Public Works. Furthermore, Acorn has collaborated with department heads of the Fire, Parks, Public Works, and Water Resource departments to ensure a feasible and ideal project for all parties. As a result, the process was truly a collaborative effort with a number of stakeholders weighing in on the design.

- **Munjoy Heights**

Acorn provided civil/site engineering and permitting for the design of Munjoy Heights – a six townhome, 29-unit development on the steep slopes of Munjoy Hill in the City of Portland. Acorn designed and developed construction drawings for the sanitary sewers, storm drains, water mains, driveways and pedestrian circulation, retaining wall locations, building locations, and drainage infrastructure to be built in compliance with City standards.



A key component to the project was coordinating with the City on the future combined sewer separation project and the site's overall stormwater management. Additionally, discussions with neighbors and stakeholders were paramount in the project's success.

The innovative urban infill project compliments the Munjoy Hill neighborhood with a communal design and plentiful native landscaping that replaced invasive species which previously dominated the eroding banks prior to the development. The \$22 million project features a courtyard, terraced landscaping, a Portland Trails-maintained path that connects the redevelopment to the existing trail system, and low impact development (LID) techniques that meet MDEP Chapter 500 regulations. The stormwater management includes an underdrained sand filter and chambers that detain and treat stormwater on site in tandem with strategically placed rain gardens.

The project required extensive coordination and collaboration between the client, City of Portland, Portland Trails, the structural engineer, the architect, and the contractor to successfully complete the project with the first "woonerf" in the state and maintaining the existing public walking path through the property.

- **200 Valley St**

Working with Avesta Housing, Acorn Engineering provided civil engineering and permitting for Avesta's 60-unit project in the St. John Valley neighborhood. This urban infill project replaces the existing single-family house and abutting vacant lots into new affordable housing opportunities with two levels of covered parking, amenities, and a rebuilt project frontage with new sidewalks, street trees, and bicycle hitches.



As part of the project, Acorn developed a transportation and parking analysis to ensure that the provided parking will adequately serve the redevelopment. Furthermore, the design team identified and implemented multiple strategies to encourage residents to efficiently utilize the many modes of transportation available on the Portland peninsula.

- **Little Dolphin Drive & Jocelyn Place**

In collaboration with the South Portland Housing Authority and Risbara Holdings, Acorn provided civil engineering design and permitting of a multi-use subdivision at the end of Little Dolphin Drive in Scarborough. Proposed uses include a two-story office building and a three-story 60-unit senior housing facility with associated parking and landscaped areas.



In addition to a voluntary neighborhood meeting, the project went through a 3-step master plan phase with the Town of Scarborough in which the project was collaborated on with Planning Staff, the Planning Board, and neighbors.

The project is subject to Maine DEP and US Army Corps permits. To adequately treat stormwater on the site, Acorn has designed multiple stormwater BMPs meeting Maine DEP Chapter 500 regulations resulting in a low impact design.

- **89 Anderson Street**

In collaboration with Redfern properties and the East Bayside neighborhood, Acorn developed the civil/site engineering design of a mixed use 53-unit redevelopment of an existing under-utilized, urban infill lot in the East Bayside neighborhood. Acorn's scope of services included in the initial phase applying for and obtaining a zone change and



conducting Phase I and Phase II Environmental Site Assessments to evaluate potential environmental contamination at the site.

After conducting the environmental remediation efforts, Acorn developed the site layout and design of sanitary sewers, storm drains, water mains, site driveway, retaining wall locations, building locations, parking lot design, building drainage structures, utility connections and landscaping plan (with a landscape architecture subconsultant) to meet the City of Portland Technical Standards. Acorn also integrated sidewalk and improvements associated with the project into the City's Anderson Street ByWay project. Furthermore, the project team worked with a non-profit organization, the Telling Room, to provide public art along the Fox Street streetcape in lieu of traditional fencing.

Overall, the project established an important mixed use building on a prominent corner lot adjacent to Kennedy Park which contains popular recreation space. The building houses a restaurant and the Gear Hub bicycle school on the first floor with residential apartments above which encourages an active street presence with housing, goods, and services that help tie the neighborhood together and keep eyes on the street.

- **667 Congress Street – The Hiawatha**

The \$28 million project included the civil/site engineering design for the 8-story, first floor retail and 139-unit apartment building on Congress Street in Portland. Vehicle parking is served by two levels with separate access from Vernon and Avon St. The project featured building and site design in an historic district adjacent to Longfellow Square.

Services included, but is not limited to, permitting with the City of Portland, layout and design of sanitary sewers, storm drains, water mains, pedestrian and vehicle entrances, building locations, parking lot design, and parking garage grading and drainage. Acorn provided significant coordination between the Architect, Structural Engineer, Geotechnical Engineer, Construction Management Company, Owner, and the City.





CREDERE

ASSOCIATES, LLC

Brownfield Assessment & Cleanup

Credere specializes in redevelopment planning, engineering, and environmental sciences with a goal of providing services that positively impact the community, economy, and environment using Smart Growth principles. Credere is SBA certified 8(a); DOT certified DBE in ME, NH and MA; and Self-Certified EDWOSB/WOSB.

The word “credere” means “to believe” in Italian. Credere is also an acronym for community revitalization, economic development, environmental remediation, and engineering. It was very important to Theresa and Rip Patten when naming the company that the name communicates something more than crediting the owners. The name should embody the company mission: what the company believes, what it aspires to do for its clients, and the means through which it can be achieved. To us, Credere is the perfect name. We believe that we can use our engineering education and our knowledge of environmental remediation to help our clients achieve community revitalization by successful completion of redevelopment projects. It is our small way to make the world a little better. Credere works with planning commissions, municipalities, economic development boards, private developers, and local and federal government agencies to overcome environmental issues that are hindering the redevelopment process.

Credere’s mission is to provide services that positively impact the community, economy, and environment that our clients and employees work, live and play.

Credere has extensive experience in completing long-term, sustainable Brownfields Programs and private redevelopment projects, which use smart growth principles. The projects include various tasks, such as, environmental assessment, re-use planning and remediation and redevelopment engineering.



Marada Adams School – 48 Moody Street, Portland, Maine

The 1.5-acre Marada Adams Community School was used as an educational facility from 1958 until 2006, when the school was closed and the property was vacated. Historically, the property contained a complex of buildings occupied by the Portland Railroad Company and a trolley railroad crossed the middle of the site. During the late 1800s, a portion

of the property was also used as the Burgess, Forbes & Company White Lead & Color Works facility (a can and hand grenade manufacturer). Credere performed a Phase I assessment at the property in anticipation of a transfer of ownership from the City of Portland to a private non-profit affordable housing developer, AVESTA Housing. Following the sale of the property, Credere performed Phase II activities to investigate potential hazardous building materials and contaminated soil. Based on the Phase II data, the developer was able to anticipate concerns with worker and future residential exposure, and waste soil disposal. Credere helped the development team minimize the financial and logistical impact of these issues through the re-design of the site layout, enrollment in the Maine DEP VRAP program, and attainment of a \$200,000 Brownfields cleanup grant. Between 2012 and 2013, Credere oversaw the remediation of hazardous building materials, contaminated soils, and the redevelopment of this site into 16 units of affordable homeownership housing, a public greenway and a playground. The project transformed an underutilized Brownfields site located in an otherwise vibrant neighborhood and returned it to the community.



Thornton Heights Commons – 611 Main Street, South Portland, Maine

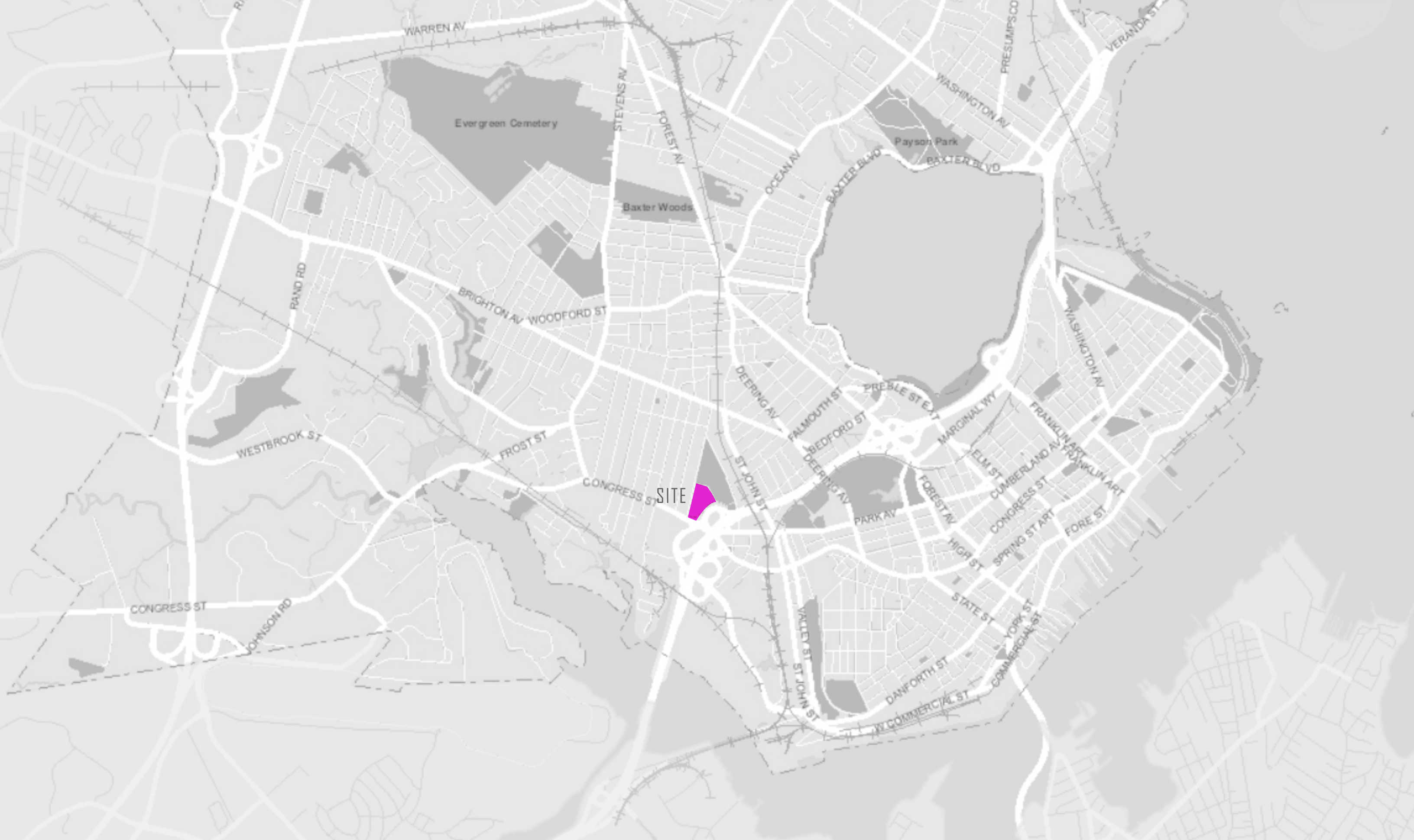
The South Portland Housing Authority acquired the former St. John parish church, rectory (i.e. a residence for clergy), and a church school in Thornton Heights or South Portland, Maine. The buildings on the 1.81-acre site were severely dilapidated and contained substantial hazardous

building materials including lead, asbestos, and PCBs, and soil was contaminated from lead paint around all of the Site buildings. Credere performed several phases of environmental investigation, geotechnical investigation, assisted the housing authority in obtaining a \$500,000 EPA Brownfields cleanup grant, and cleanup and redevelopment planning. In 2020, Credere oversaw the solicitation of bids from cleanup contractors and subsequently implemented the abatement and remediation of the site, demolition of the Site buildings, and preparation of the site for redevelopment. The project is currently moving to construction of a 46,000 square foot four-story mixed-use affordable housing projected that will include parking for seventy vehicles,

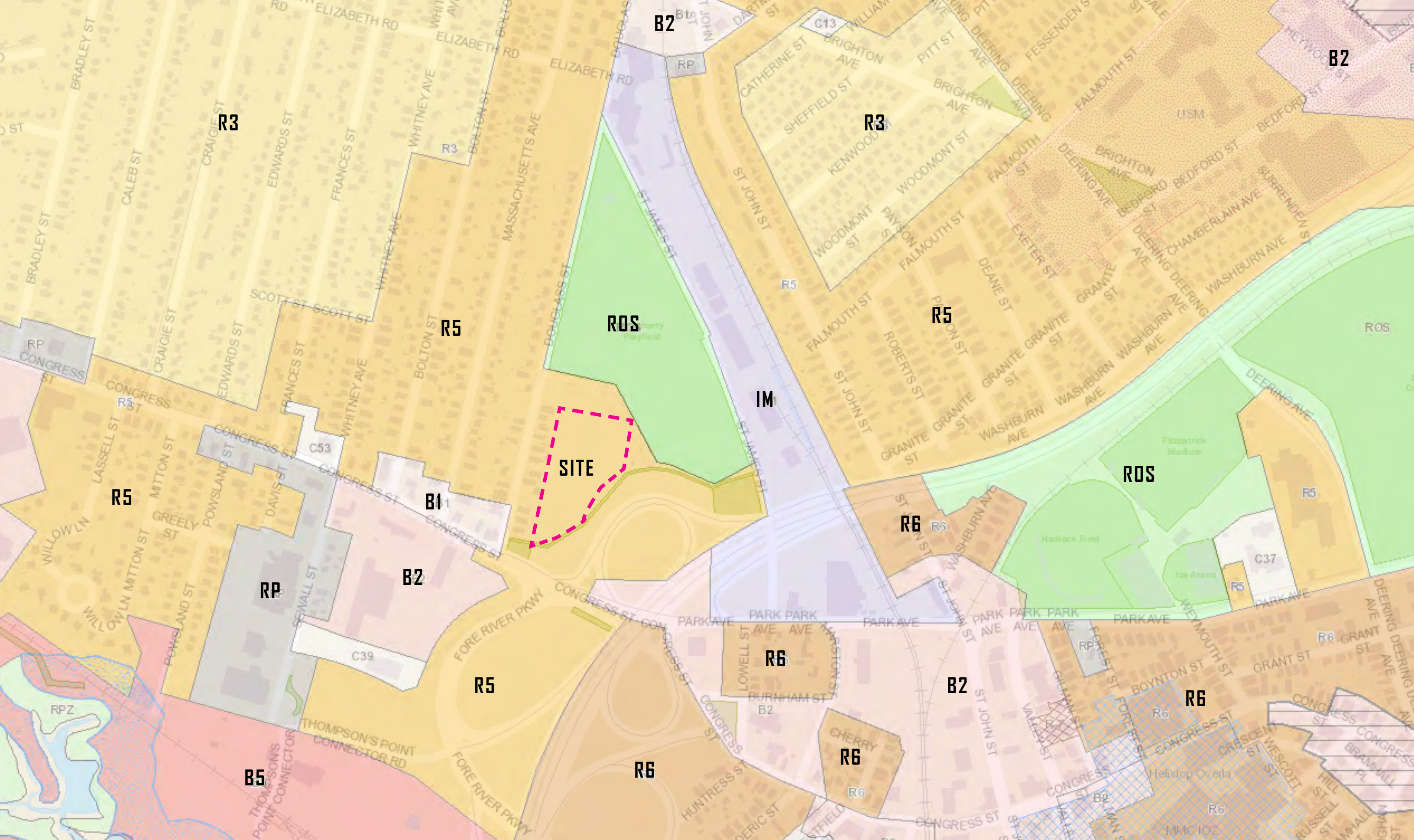
a 10,000 s.f. community open space, and three new single-family house lots. The building will consist of 42 apartments on the three upper floors, a community space, and 7,000 s.f. of commercial space on the ground floor.

State Street School – 261 Center Street, Brewer, Maine

The State Street School was a 6,630-square foot two-story building that was constructed in 1948. The Site building was operated as an elementary school from 1948 until June 2011 and was vacant thereafter. Based on assessment work completed at the Site by Credere and others, asbestos, lead, and universal and/or hazardous waste were considered to be contaminants of concern. Credere assisted the City in remediation planning and environmental clean activities, which included abatement and removal of asbestos; universal, special, and hazardous waste; and lead-based paint building debris in accordance with the Maine DEP VRAP. To support the redevelopment of the Site, Credere completed a geotechnical engineering evaluation and provided recommendations for the design and construction of the 48-unit Community Housing of Maine (CHOM) affordable housing development. This was the first multi-family passive building in ME and in New England, and at the time, was the largest passive housing building anywhere in the country. As part of this work, Credere conducted a subsurface exploration program, which included laboratory testing, evaluating subsurface conditions, and completing geotechnical engineering analyses including settlement and bearing capacity calculations and limited stability assessment of proposed excavations.









SITE

TRANSIT STOP

TRANSIT STOP







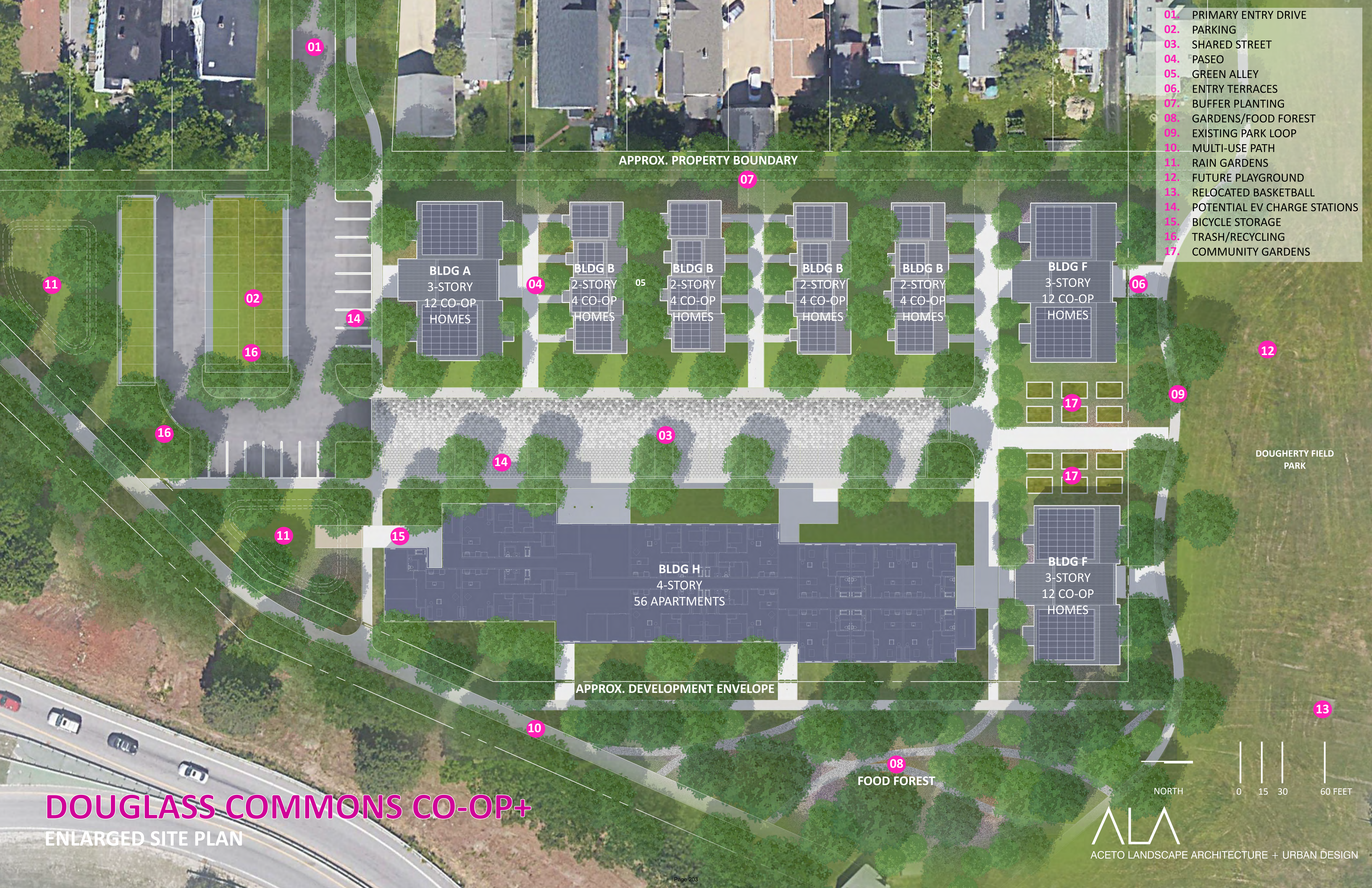
LAND USE SUMMARY			
BLDG	HT	UNITS	GSF
A (CO-OP)	3ST.	12	~11,760
B (CO-OP)	2 ST.	4	~4,080
C (CO-OP)	2 ST.	4	~4,080
D (CO-OP)	2 ST.	4	~4,080
E (CO-OP)	2 ST.	4	~4,080
F (CO-OP)	3 ST.	12	~11,760
G (CO-OP)	3 ST.	12	~11,760
H (CO-OP)	4 ST.	56	~63,964
TOTAL		108	~115,564

PARKING SUMMARY	
81 SPACES	(.75/UNIT)

LOT COVERAGE	
TOTAL ENVELOPE	~3.08 AC.
TOTAL BLDG COVERAGE	~40,230 SF
TOTAL IMPERVIOUS PAVING	~40,163 SF
TOTAL LOT COVERAGE	80,393 SF (~60%)

DOUGLASS COMMONS CO-OP+
OVERALL SITE PLAN

- 01. PRIMARY ENTRY DRIVE
- 02. PARKING
- 03. SHARED STREET
- 04. PASEO
- 05. GREEN ALLEY
- 06. ENTRY TERRACES
- 07. BUFFER PLANTING
- 08. GARDENS/FOOD FOREST
- 09. EXISTING PARK LOOP
- 10. MULTI-USE PATH
- 11. RAIN GARDENS
- 12. FUTURE PLAYGROUND
- 13. RELOCATED BASKETBALL
- 14. POTENTIAL EV CHARGE STATIONS
- 15. BICYCLE STORAGE
- 16. TRASH/RECYCLING
- 17. COMMUNITY GARDENS



DOUGLASS COMMONS CO-OP+

ENLARGED SITE PLAN



EXHIBIT D

Minimum Household Size and Maximum Allowable Monthly Rent Calculation

The Minimum household size for a unit is based on the number of bedrooms in the unit, as set forth in the table below. The maximum allowable monthly rent for a unit is 1/12 of 30% of the Area Median Income, based on the minimum household size for a unit, less the occupant's costs for utilities.

	Studio/One-Bedroom Unit	Two-Bedroom Unit	Three-Bedroom Unit	Four-Bedroom Unit
Minimum Household Size	1	2	3	4

For Example, utilizing 2020 AMI levels, and assuming no out of pocket utility costs, the maximum allowable monthly rent would be as follows:

Studio/One Bedroom Unit: $1/12(0.30 \times \$70,630) = \$1,765.75$

Two Bedroom Unit: $1/12(0.30 \times \$80,720) = \$2,018.00$

Three Bedroom Unit: $1/12(0.30 \times \$90,810) = \$2,270.25$

In the event that the occupant has out of pocket utility expenses, the maximum allowable monthly rent would be decreased by the amount of those utility expenses. For example, for a two bedroom unit with \$300 in monthly utility expenses, the maximum allowable monthly rent would be $\$2,018.00 - \$300 = \$1,718.00$.

Utility allowance will be calculated in one of two ways: (1) using the utility allowance established by the Portland Housing Authority or (2) based on actual documented utility usage at the property.

MEMORANDUM
City Council Agenda Item

FROM: Mary Davis, Division Director

DATE: April 7, 2021

SUBJECT: Order 229-20/21 Approving Purchase and Sale Agreement with Greater Portland Community Land Trust for 21 Randall Street - Sponsored by the Housing & Economic Development Committee, Councilor Spencer Thibodeau, Chair

SPONSOR: Councilor Spencer Thibodeau, Chair of the Housing and Economic Development Committee

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 5/3/2021

Final Action 5/3/2021

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

PRESENTATION: (List the presenter(s), type and length of presentation) City staff and members of the development team will be available to answer questions.

I. SUMMARY

Vote to authorize the City Manager to enter into a Purchase and Sale Agreement to sell City property located at 21 Randall Street to the Greater Portland Community Land Trust.

II. AGENDA DESCRIPTION

The Housing & Economic Development Committee met on April 6, 2021 and voted 4-0 to recommend City Council approval of a Purchase and Sale Agreement with Greater Portland Community Land Trust for city-owned property located at 21 Randall Street.

On August 18, 2020, the Economic Development Committee authorized staff to begin to negotiate terms for a Purchase and Sale Agreement with the Greater Portland Community Land Trust (GPCLT) development for the 21 Randall Street property.

The project proposed by the GPCLT, called Back Cove Flats, will be a condominium consisting of the greater of eight three-bedroom and five one-bedroom dwelling units, or the maximum number of units allowed under the current zoning. Each unit will be individually owned while the land will be owned and leased by the GPCLT. The project will maintain affordability for a period of 99 years. The units will be affordable to households earning less than or equal to 120% of the area median income (AMI) (\$121,080 for a family of four based on 2020 Income Limits for the Portland ME Metropolitan Statistical Area). The project will be subject to the requirements of the Inclusionary Zoning Ordinance, which means that 25% of the units will be affordable to households earning less than or equal to 80% of the area median income. The developer intends to finance this project through a variety of sources including traditional bank financing, community lending resources such as the Genesis Fund and CEI, a Community Solutions Grant from Maine State Housing Authority and a possible loan from the City's Housing Trust Fund.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Terms of the Purchase and Sale Agreement

Purchase Price: \$1.00

Due Diligence Period: Thirteen (13) months after the date of the Purchase and Sale Agreement, to complete survey, environmental review, inspections, title examinations, obtain zone change, site plan and other permits or regulatory approvals.

Closing Date: On or before fifteen (15) months after the date of the Purchase and Sale Agreement.

Construction Start Date: Construction must commence within twenty (20) months after the Closing Date.

Buyer's Post Closing Obligations

For a period of 99 years after completion of the project, all of the units will be affordable to households earning less than or equal to 120% AMI. (Note: since the project is creating more than 10 units, 25% of the units will be affordable to households earning at or below 80% AMI.) The formula to calculate the maximum allowable purchase price will be similar to the formula used in the Inclusionary Zoning Ordinance.

Rights of City To Repurchase Property

If construction does not commence within 20 months after the Closing Date, the City has the right to repurchase the property. The repurchase price is defined as the purchase price plus all commercially reasonable and documented design, development, construction, and regulatory approval expenses incurred by the buyer and directly attributable to the development of the property. Rights to the designs, plans, approvals, etc. may be assigned or transferred to the City. Any conveyance to the City under the option to repurchase will be free and clear of all encumbrances.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

Increase access to rental and homeownership housing that is safe, affordable and accessible.

V. FINANCIAL IMPACT

If sold, the City would realize future new property taxes from the proposed development. Also, provisions are included to ensure future payment of property taxes in the event any portion of the premises are determined to be exempt from real and personal property taxes.

The property will be sold "as is, where is" and the buyer will provide the city with environmental indemnification and be responsible for any site environmental remediation costs.

VI. STAFF ANALYSIS AND BACKGROUND

See Background Section

VII. RECOMMENDATION

Approval of the proposed Purchase and Sale Agreement in substantially the same form as attached.

VIII. LIST ATTACHMENTS

1. Order P&S Greater Portland Community Land Trust for 21 Randall Street 5.3.2020
2. PSA Council Packet 04.07.2021

Prepared by:

Mary Davis, Division Director

Date: 4/7/2021

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

MARK DION (5)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER APPROVING PURCHASE AND SALE AGREEMENT WITH
GREATER PORTLAND COMMUNITY LAND TRUST FOR 21 RANDALL STREET**

ORDERED, that the Purchase and Sale Agreement with Greater Portland Community Land Trust for 21 Randall Street is hereby approved in substantially the form attached hereto; and

BE IT FURTHER ORDERED, that the City Manager is hereby authorized to execute the Purchase and Sale Agreement and whatever other documents are necessary to effect the intent and purpose of the Purchase & Sale Agreement.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT IS made this _____ day of _____, 2021 by and between the City OF PORTLAND, a body politic and corporate located in Cumberland County, Maine, (hereinafter referred to as “Seller” or “City”), and Greater Portland Community Land Trust, a Maine Non-Profit Organization, having a mailing address of P.O. Box 8223, Portland, ME 04104 (hereinafter referred to as “Buyer”).

RECITALS

WHEREAS, the CITY is the owner of approximately 0.3204 acres of land at or near 21 Randall Street, Portland, Maine (the “Premises”) and did advertise RFP #20066 dated April 10, 2020, entitled Request for Proposals for Disposition and Development of City-Owned Property Located at 21 Randall Street, a copy of which is attached hereto as Exhibit A and incorporated herein (the “Request for Proposals”) (the Premises is identified in the City’s tax records as CBL 166 B014-015-016 and is generally depicted on Attachment C to the Request for Proposals); and

WHEREAS, Buyer submitted a proposal dated June 13, 2020 in response to the Request for Proposals, a copy of which is attached hereto as Exhibit B and incorporated herein (the “Proposal”); and

WHEREAS, Buyer desires to purchase and develop the Premises, and the City desires to convey the Premises to Buyer, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **SALE.** City agrees to sell the Premises to Buyer, and Buyer agrees to purchase the Premises in accordance with the terms and conditions set forth in this Agreement. This Agreement is for the sale of land only.
2. **CONSIDERATION.** The purchase price for the Premises shall be One Dollar (\$1.00) (the “Purchase Price”).
3. **TITLE AND DUE DILIGENCE.**
 - a. **Due Diligence Period.** Buyer will have from the date of this Agreement until 4:00 PM Eastern Daylight Savings Time on the day that is thirteen (13) months after the date of this Agreement (the “Due Diligence Period”) to complete, if it chooses to do so, and at Buyer’s sole expense, any surveys, environmental review, inspections, and title examinations and to obtain any zone change, site plan approval, and any other permits and regulatory approvals, including rezoning, required for the Project. Buyer may, in its sole discretion, elect to notify the City in writing that the Buyer elects to terminate the Due Diligence Period sooner and proceed to closing.

- b. Property Description. The legal description of the Premises contained in the deed will be a survey description based upon a survey plan that will more specifically describe the Premises. The survey and description of the Premises will be prepared by the Buyer at its sole expense and provided to the City two months prior to the expiration of the Due Diligence Period. The survey description is subject to the City's review and approval. City shall notify Buyer of any objections to the survey and description prior to the expiration of the Due Diligence Period.
- c. Financing Contingency. The Buyer's obligation to close is contingent on obtaining construction financing and home buyers for the Project that the Buyer, in its discretion, determines is sufficient to put the Project on a sound financial footing. Buyer anticipates that financing to include, but not be limited to, the following: (i) pre-development loan and construction financing from CEI and Genesis Fund; (ii) State of Maine Community Solutions Grant; (iii) City of Portland loan from the Housing Trust Fund; (iv) bank funding; (v) other Federal, State, Municipal funding if needed; and (vi) personal home loans secured by home buyers. Buyer may terminate this Agreement and receive a full refund of the Deposit if the financing contingency described above is not met during the Due Diligence Period.
- d. Title and Survey Objections. Buyer will have until the end of the Due Diligence Period to deliver to City any written objections to title, environmental, or survey matters (other than the permitted exceptions identified herein) that materially affect insurability or use. Objections not made prior to the end of the Due Diligence Period will be deemed waived; provided, however, that objections pertaining to matters of record first appearing after the end of the Due Diligence Period may be made at any time prior to the closing.
- e. Option to Cure. In the event of a title or survey objection, City will have the option, but not the obligation, to cure the objection and will notify Buyer of its election within ten (10) business days after receipt of the objection. In the event that the City elects to cure the objection, it will have sixty (60) days from the date of the notice of election, or such other reasonable time as the parties may agree, to cure the objection. In the event that the City does not elect to cure the objection, or, having elected to cure the objection fails to timely do so to Buyer's reasonable satisfaction, Buyer will have the option to (1) terminate this Agreement (after which neither party will have any further obligation or liability to the other under this Agreement), (2) waive the objection and close, or (3) undertake the cure of such objection at its own expense (in which case it shall have 60 days to do so).
- f. Deed. City shall convey the Premises to Buyer at the closing in fee simple by a municipal quitclaim deed without covenant. Title shall be good and insurable title, free and clear of all encumbrances except (i) easements of

record and easements described herein; (ii) easements for utilities servicing or otherwise affecting the property, (iii) zoning ordinances, and (iv) real estate taxes not yet due and payable. Further, Buyer acknowledges that the deed shall contain a restriction stating that in the event that the Premises or any portion thereof shall be exempt from real and personal property taxes, by transfer, conversion, or otherwise, then the then-owner of the exempt portion shall make annual payments to the City in lieu of taxes in the amount equal to the amount of property taxes that would have been assessed on the exempt portion of the real and personal property situated on the Premises had such property remained taxable. Such restriction shall also confirm that Buyer and its successors and assigns shall possess and be vested with all rights and privileges as to abatement and appeal of valuations, rates, and the like as are accorded owners of real and personal property in Maine.

- g. Buyer's Right to Terminate. The Buyer may terminate this Agreement at any time during the due diligence period if, in the exercise of its sole discretion, it decides to not proceed with the Project by giving written notice of termination to the City in which case neither party shall have any further obligations to the other.

4. INSPECTIONS.

- a. During the Due Diligence Period, Buyer and its employees, consultants, contractors and agents shall have the right, at Buyer's expense, to enter on the Premises at reasonable times in order to (i) inspect the same, (ii) conduct engineering studies, percolation tests, geotechnical exams, environmental assessments, and other such studies, tests, exams, and assessments, and (iii) do such other things as Buyer determines, it is sole discretion, to be required to determine the suitability of the Premises for Buyer's intended use (collectively, the "Inspections"). The City acknowledges that such Inspections may include the digging of test pits, which the City hereby approves.
- b. Buyer agrees to defend, indemnify and hold harmless the City against any mechanics liens that may arise from the activities of Buyer and its employees, consultants, contractors and agents on the Premises.
- c. Buyer shall exercise the access and inspection rights granted hereunder at its sole risk and expense, and Buyer hereby releases the City from, and agrees to indemnify, defend, and hold the City harmless against, any and all losses, costs, claims, expenses and liabilities (including without limitation reasonable attorney fees and costs) (collectively, "Damages") suffered by the City on account of any injury to person or damage to property arising out of the exercise by Buyer of its rights hereunder, except to the extent that such Damages result from the act or omission of the City.

- d. Buyer shall cause any contractors, consultants or any other party conducting the Inspections to procure automobile insurance, if applicable, and commercial general liability insurance coverage in amounts of not less than Four Hundred Thousand Dollars (\$400,000.00) per occurrence for bodily injury, death and property damage, listing the City as an additional insured thereon, and also Workers' Compensation Insurance coverage to the extent required by law; the forms of all such insurance to be subject to City's Corporation Counsel's reasonable satisfaction.
 - e. In the event that Buyer does not purchase the Premises, Buyer agrees to either return the Premises as nearly as possible to its original condition after conducting the Inspections; provided, however, the City hereby acknowledges and agrees Buyer shall have no obligation to clean-up, remove or take any other action with respect to any disturbance of any pre-existing environmental contamination on the Premises caused by such inspections, studies, tests, exams, and assessments, and that Buyer shall have no obligation to clean-up, remove or take any other action with respect to any pre-existing environmental contamination disturbed thereby.
 - f. The parties hereto acknowledge and agree that it is a condition to Buyer's obligations under this Agreement that the results of the Inspections be acceptable to Buyer in its sole discretion. If the results of such due diligence are not acceptable to Buyer in its sole discretion, and if Buyer exercises its right to terminate this Agreement, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement.
5. **REAL ESTATE TAXES, PRORATIONS AND TRANSFER TAX.** Buyer shall be liable for all real estate taxes beginning as of the start of fiscal year following the closing and continuing thereafter. Because the Property is currently owned by the City of Portland, which is exempt from real estate taxes, no taxes were assessed or will be due for any portion of the current fiscal year, and no taxes will be prorated at the closing. Any utilities for the Property shall be prorated as of the closing. The Maine real estate transfer tax shall be paid for by Buyer in accordance with 36 M.R.S.A. § 4641-A. City is exempt from paying the transfer tax pursuant to 36 M.R.S.A. § 4641-C. The recording fee for the deed of conveyance and any expenses relating to Buyer's financing or closing shall be paid for by Buyer.
6. **DEFAULT AND REMEDIES.** Prior to Closing, in the event that Buyer defaults hereunder for a reason other than the default of the City, City may terminate this Agreement, and neither party shall have any further obligation to the other. In the event that Buyer defaults on any matters addressed in this Agreement that survive Closing, Seller may pursue all available legal and equitable remedies. In the event City defaults under this Agreement, and if Buyer is not then in default hereunder, Buyer shall have the right to pursue specific performance or terminate this Agreement, in which case neither party shall have any further obligation to the other.

7. **RISK OF LOSS.** The risk of loss or damage to the Premises by fire, eminent domain, condemnation, or otherwise, until transfer of title hereunder, is assumed by the City. The Premises is to be delivered in substantially the same condition as of the date of this Agreement unless otherwise stated. In the event City is not able to deliver the Premises as stated, Buyer may terminate this Agreement, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement.
8. **PROPERTY SOLD “AS IS, WHERE IS.”** Buyer acknowledges that Buyer has had an opportunity to inspect the Premises, and to hire professionals to do so, and that Premises will be sold “as is, where is” and “with all faults.” City, and its agents, make no representations or warranties with respect to the accuracy of any statement as to boundaries or acreage, or as to any other matters contained in any description of the Premises, or as to the fitness of the Premises for a particular purpose, or as to development rights, merchantability, habitability, or as to any other matter, including without limitation, land use, zoning and subdivision issues or the environmental, mechanical, or structural condition of the Premises. Acceptance by Buyer of the Deed at closing and payment of the purchase price shall be deemed to be full performance and discharge by the City of every agreement and obligation contained herein.
9. **ENVIRONMENTAL INDEMNIFICATION.** Buyer covenants and agrees to indemnify, defend, and hold the City harmless from and against any and all claims, damages, losses, liabilities, obligations, settlement payments, penalties, assessments, citations, directives, claims, litigation, demands, defenses, judgments, costs, or expenses of any kind, including, without limitation, reasonable attorneys’, consultants’, and experts’ fees incurred in investigating, defending, settling, or prosecuting any claim, litigation or proceeding, that may at any time be imposed upon, incurred by or asserted or awarded against Buyer or the City and relating directly or indirectly to the violation of or compliance with any federal, state, or local environmental laws, rules, or regulations governing the release, handling or storage of hazardous wastes or hazardous materials and affecting all or any portion of the Premises, except to the extent that such a claim results directly from the City’s release, handling or storage of hazardous wastes or hazardous materials on the Premises. This duty to indemnify, defend, and hold harmless shall be included in a covenant in the deed and shall run with the land conveyed and be binding upon Buyer’s successors, assigns, and transferees.
10. **CLOSING.** Time is of the essence in the performance of this agreement. The closing shall be held at the offices of Buyer’s counsel at a date and time specified by two weeks’ written notice from Buyer to the City on or before the day that is fifteen (15) months after the date of this Agreement (the “Closing Date”). At the Closing:
- a. The City shall execute, acknowledge and deliver to Buyer a municipal quitclaim deed conveying to Buyer good and insurable title to the Premises, free and clear of all encumbrances except as otherwise set forth herein.
 - b. Buyer shall deliver the Purchase Price to the City.

- c. Each party shall deliver to the other such other documents, certificates and the like as may be required herein or as may be necessary to carry out the obligations under this Agreement.
- d. Buyer shall deliver evidence, reasonably satisfactory to City's Corporation Counsel, that the entity receiving title to the Premises is in good standing under Maine law, and that the individuals acting at Closing and executing documents on behalf of Buyer are authorized to do so.

11. BUYER'S POST CLOSING OBLIGATIONS; RIGHTS OF CITY TO REPURCHASE PROPERTY.

- a. Within twenty (20) months after the Closing Date, Buyer shall commence construction of the project described as "Back Cove Flats" as it is generally described in the Proposal (the "Project"). For purposes of this Agreement, "commence construction" means physically undertaking significant construction activity, such as foundation excavation, brownfields remediation pursuant to an approved VRAP (if required), or similar construction activities. As more fully set forth in the Proposal, the Project shall be a condominium consisting of the greater of eight three-bedroom dwelling units and five one-bedroom dwelling units, or the maximum number of dwelling units allowed under the current zoning for the Premises. All units will be individually owned within a homeowner association. Each owner will have fee simple title to their condominium unit, and the land on which the units are situated will be owned by, and leased from, the Greater Portland Community Land Trust. Unit owners must reside in their units as their primary residence. No unit may not be held as investment property or rented out for any period, unless the unit is owned by Buyer, in which case the unit may only be rented out for periods of thirty days or more.
- b. Affordability Restrictions. For a period of 99 years after a certificate of occupancy for the Project has been issued (the "Affordability Period"), all units in the Project shall be affordable to low- and moderate-income households earning less than or equal to 120% of the area median income (AMI), adjusted for family size, based on figures published annually by HUD for the Portland Metropolitan Statistical Area. If, at a time in the future, HUD no longer provides these annual figures, the City will identify another similar method of determining income guidelines for affordability. For purposes of this Agreement, "affordable" means that the percentage of income a household is charged in rent and other housing expenses, including utilities, or the percentage of income that the household must pay in monthly mortgage payments (including real estate taxes, mortgage insurance, condominium or homeowners association fees, insurance and utilities), shall not exceed 30% of the household's gross monthly income, or other amount established in city regulations that does not vary significantly from this amount. Minimum household size allowed per unit

and the formula for calculating maximum allowable Purchase Price is detailed on Exhibit C, which is attached hereto and made a part hereof.

- c. Income Restrictions. In order to purchase and reside in a unit in the Project during the Affordability Period, a household must not earn more than 120% of the AMI, adjusted for family size, as published by the U.S. Department of Housing and Urban Development (“HUD”).
- d. Option to Repurchase. If Buyer, its successors, assigns, or transferees fails to commence construction of the Project on the Premises within twenty (20) months after the Closing Date, and complete construction of, and obtain a certificate of occupancy for, the Project within thirty-six(36) months after the Closing Date, the City shall have the right, but not the obligation, to repurchase the Premises and the Project at the Purchase Price plus all commercially reasonable and documented, design, development, construction, and approval expenses (“Approved Expenses”) incurred by Buyer, its successors or assigns, to the date on which the City notifies Buyer, its successors or assigns, of its intent to exercise its option to repurchase the Property. The parties acknowledge and agree that the Approved Expenses are intended to include only costs incurred directly in connection with the development of the Property for documents, agreements, designs, plats, plans, approvals, and construction, the rights to which may be assigned or transferred to the City. In no event shall the Approved Expenses include salaries, developer fees, or the like paid by Buyer, its successors or assigns to their members, shareholders, partners, employees, or agents. If the City exercises this right to repurchase, Buyer shall convey the Premises to the City, free and clear of all encumbrances, and assign to the City all contracts, plans, and other documents related to the design, construction, and regulatory approvals for the Project. This right to repurchase shall be assignable by the City.
- e. The provisions of this Section 11 will survive closing and will be included in greater detail in the City’s deed to Buyer or in a Declaration of Covenants, Conditions and Restrictions executed before or at the time of Closing, which shall be recorded in the Cumberland County Registry of Deeds and incorporated into the declaration of condominium for the Project. The Project shall be consistent with the provisions in the Proposal and the Request for Proposals. To the extent that the provisions of the Proposal and this Agreement disagree, this Agreement shall govern.

12. ENTIRE AGREEMENT. This Agreement and its attachments represent the entire and complete Agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, between the parties with respect to the acquisition or exchange of the Property hereunder. This Agreement cannot be amended except by written instrument executed by City and Buyer.

13. **NON-WAIVER.** No waiver of any breach of any one or more of the conditions of this Agreement by either party shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.
14. **HEADINGS AND CAPTIONS.** The headings and captions appearing herein are for the convenience of reference only and shall not in any way affect the substantive provisions hereof.
15. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns.
16. **TIME.** The City and Buyer each confirm and agree that each of the time periods set forth herein are essential provisions of the terms of this Agreement.
17. **GOVERNING LAW.** This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.
18. **NOTICE.** All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after the notice is delivered to an overnight delivery service with delivery confirmation, addressed to the recipients at the addresses set forth below. Either party may change addresses for purposes of this paragraph by giving the other party notice of the new address in the manner described herein.

FOR THE City:

City of Portland
ATTN: City MANAGER
389 Congress Street
Portland, ME 04101

With a copy to:

The Office of the Corporation Counsel at the
same address.

FOR Buyer:

Greater Portland Community Land Trust
P.O. Box 8223
Portland, Maine 04104

With a copy to:

Jewell and Bulger
ATTN: Paul Bulger
511 Congress Street
Portland, Maine 04101

19. SIGNATURES; MULTIPLE COUNTERPARTS. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

20. BROKERS. The CITY and Buyer each represent and warrant that they have not dealt with a real estate broker in connection with this transaction. Buyer agrees to indemnify and hold harmless City from any claims made by any broker should Buyer's representation in this paragraph be false. Subject to the limitations of liability set forth in the Maine Tort Claims Act, City agrees to indemnify and hold harmless Buyer from any claims made by any broker should City's representation in this paragraph be false. The foregoing indemnities shall include all legal fees and costs incurred in defense against any such claim, and shall survive closing.

21. RECITALS INCORPORATED BY REFERENCE. The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on their behalf by their duly authorized offices or representatives, on the day and year first written above.

CITY OF PORTLAND

WITNESS

Jon P. Jennings
Its City Manager

**GREATER PORTLAND COMMUNITY
LAND TRUST**

WITNESS

Printed Name: _____
Its _____

Approved as to Form:

Corporation Counsel's Office

CITY of PORTLAND, MAINE
Request for Proposals for Disposition and Development of City-Owned Property
Located at 21 Randall Street
RFP #2020-1

I. NOTICE AND SPECIFICATIONS

The City of Portland, Maine seeks proposals from qualified developers for the creation of residential housing at 21 Randall Street. The site is designated on the City of Portland Tax Assessor's Map as lot CBL 166 B014-015-016.

Sealed proposals for the project, including an original, seven (7) copies, and one (1) digital copy, as specified herein, will be received by the Purchasing Office, Room 103, City Hall, 389 Congress Street, Portland, Maine 04101, until 3:00 p.m., Tuesday, June 16, 2020, at which time they will be publicly opened.

Proposals shall be submitted, and returned in sealed envelopes plainly marked on the outside "Disposition and Development of Property Located at 21 Randall Street".

Proposals that are late, unsigned or submitted via fax will not be accepted. Proposals from individuals not registered with the Purchasing Office may be rejected; receipt of this document directly from the City of Portland indicates registration. Should a person receive this Request from a source other than the City, please contact 207-874-8654 to ensure that you are listed as a recipient for this proposal.

All questions must be submitted in writing to the Purchasing Office. These may be mailed, hand delivered, faxed to (207) 874-8652 or e-mailed to mff@portlandmaine.gov and be received no later than five (5) business days prior to the opening date. Questions received after this time will not be addressed. Any interpretation, correction, or change of this document will be made only by written addenda. Changes in any other manner will not be binding on the City and proposers should not rely on. Proposers should not have contact with any City staff with regard to this proposal unless to obtain general public information as specified in the document.

The disposal of this real estate shall be on the basis of a negotiated proposal, with the City of Portland reserving the right to refuse any and all proposals. *All proposers are advised that the property will be sold "as-is" and "where is", in its existing condition, with no warranties either expressed or implied.* The City makes no representations or warranties about of any of the information about the property set forth herein, which is provided to proposers for their convenience only. The successful proposer shall be responsible to inspect the property, or to hire its own professionals to do so. The City, and its agents, make no representations or warranties with respect to the title of the property, the accuracy of any statement as to boundaries or acreage, or as to any other matters contained in any description of the property, or as to the fitness of the property for a particular purpose, or as to development rights, merchantability, habitability, or as to any other matter, including without limitation, land use, zoning and subdivision issues or the environmental, mechanical, or structural condition of the property. The City disclaims any and all responsibility for injury to proposers, their agents or others while examining the property or at any other time. The City will not be responsible for any broker's commission.

Any and all improvements made to said property must be done in accordance with existing City Codes and Ordinances.

II. GENERAL INFORMATION

Summary of Request:

The City of Portland is committed to providing housing opportunities and has set a goal to evaluate the use of City-owned property to construct housing. As one-step in accomplishing this goal, the City of Portland will accept proposals for the development of housing on the lot located at 21 Randall Street, which currently is a vacant lot.

This request for proposals results from the December 16, 2019 approval by the Portland City Council (Resolve 10-19/20) on the recommendation of the Housing Committee to market the City-owned vacant property located at 21 Randall Street.

The City of Portland uses the RFP process to ensure that public resources are utilized for maximum public benefit while accomplishing specific objectives and providing fair access to all applicants.

Site Information:

- a. Location:** 21 Randall Street, as identified in the City of Portland Assessor's records as lot CBL 166 B014-015-016. (See Attachment 2).
- b. Existing Conditions:** 21 Randall Street is located on three parcels totaling .3204 acres with frontage on Randall and Illsley Street in the East Deering Neighborhood. The surrounding context is predominantly residential with the majority of homes in the area being one and two-family structures. Washington Avenue, the neighborhood's principal arterial roadway, is located one block north of the complex and features a mixture of multi-family structures and commercial land uses.
- c. Current use:** Vacant lot.
- d. General Dimensions:** Together these lot are approximately .3204 acres or 13,956 square feet.
- e. Current Zoning:** R-5. The R-5 zone allows for residential and duplex development. For a single-family home or duplex, the land area per dwelling unit is 3,000 square feet. At 13,956 square feet, this parcel, if split into two lots, would technically allow for four (4) single-family homes or two (2) two-family dwelling units. For complete zoning requirements, please refer to Chapter 14, Land Use, of the City Code.
- f. Rezoning:** Higher density zoning that furthers exceptional projects and other city goals as outlined in Section III may be considered. It should be noted that changes in zoning will require Planning Board and City Council approval.

- g. Condition of the property at the time of disposition:** Portland Water District has a major sewer easement through Lot 166 B016, which would preclude development on that side of the property. However, pavement placed over the easement may be allowed with a minor modification and execution of an Easement Modification Agreement with Portland Water District. (See Attachment 3)
- h. Environmental Conditions:** The City of Portland does not have any specifics with regard to environmental conditions and makes no representations or guarantees with respect to the environmental condition of the site.
- i.** Proposers are urged to investigate water sources and utility connection requirements with the Department of Public Works.

III. CITY GOALS

The City's primary goals for the use of the property are:

1. Developments shall provide mixed income units. All units must be affordable to households earning 60% to 120% of the area median income (AMI). Currently, 60% AMI for a family of four is \$55,800 and 120% AMI for a family of four is \$111,600.

Affordable means that the percentage of income a household is charged in rent and other housing expenses including utilities, or must pay in monthly mortgage payments (including real estate taxes, mortgage insurance, condominium/HOA fees, insurance and utilities), does not exceed 30% of a household's gross income, or other amount established in city regulations that does not vary significantly from this amount.

Restrictions on the affordability of units must be in place for a minimum of 30 years for homeownership units, and the longest period allowed by law for rental units.

2. Development of mixed income homeownership or rental housing of excellent building and site design. Design principles should promote efficient use of land to create a development that is compatible with the existing pattern, streetscape, scale, massing, and materials of the surrounding neighborhood. The development's building shall be designed to meet the City's Green Building Code.
3. Rezoning may be considered to support increase housing development opportunities or maximize the number of allowable housing units on the property.
4. Developments shall create housing options that are age inclusive.

The general terms for this real estate transaction include:

- Units must be used as the principal residence of the owner/tenant and owner/tenant shall not use the unit for the conduct of business (except for a home occupation allowed under the City of

Portland zoning ordinance) or as an investment property. Units shall not be rented for short term periods of one to thirty days.

- The sale or long term lease of the property below fair market value may be considered to support housing development that meets the City's stated goals.
- Alternative Ownership Models. Alternative ownership models that will encourage a mixed income community with long term affordability for the maximum number of units, such as limited equity units, co-housing, cooperative, or a community land trust, may be considered in order to ensure the units affordability over time.
- Proposals must outline how they will maintain affordability.
- Other City Incentives. Other city financial incentives may be considered to support increase housing development opportunities or maximize the number of allowable housing units on the property.

IV. PROPOSED SCORING

An internal staff Committee will review proposals received, and will apply the following selection criteria in reviewing and scoring the applications.

Proposed use to achieve the City of Portland's goals

40 points

1. Market Demand - 20 points
 - a. 20 points - all units meet the City's Goals and Terms noted in Section III
 - b. 15 points - at least 75% of the units meet the City's Goals and Terms noted in Section III
 - c. 10 points - at least 50% of the units meet the City's Goals and Terms noted in Section III
 - d. 0 points - project does not meet the City's Goals and Terms noted in Section III
2. Economic diversity - 10 points
 - a. 10 points - creates housing options which promote economic diversity in the neighborhood in which the development is located
 - b. 0 points - project does not promote economic diversity
3. Age Inclusive – 10 points
 - a. 10 points - creates housing which is age inclusive
 - b. 0 points - does not create housing which is age inclusive

Impact on surrounding neighborhood, including design.

25 points

1. Project Design - 15 points
 - a. 15 points - the proposal is consistent with design characteristics
 - b. 10 points - the proposal is an adequate fit with the neighborhood design
 - c. 0 points - the design is a significant outlier
2. Amenities and unit design - 10 points
 - a. 10 points - amenities & unit design are well thought out and appropriate for residents
 - b. 5 points - amenities & unit design are adequate
 - c. 0 points - amenities and unit design raise significant concerns that resident needs will not be adequately addressed

Applicant's ability to complete project, including financial feasibility, development team experience, capacity, and timeframe for completion.

35 points

1. Readiness to proceed - 15 points
 - a. 15 points - all projected sources of funding include letters of commitment or interest are projected at terms and conditions consistent with the City's prior experience with the funder
 - b. 10 points - most projected sources of funding include letters of commitment, letters of interest, or, if no letter is included, are projected at terms and conditions consistent with the City's prior experience with this funder
 - c. 0 points - one or more sources are projected on terms that are not consistent with the City's prior experience with the funder and are not documented by letter(s) from funder(s).
2. Track record of development team - 10 points
 - a. 10 points - every development team member has a successful track record with this type of project and at this scale
 - b. 8 points - all but one development team members have a successful track record with this type of project and at this scale; one development team member has relevant experience but at a smaller scale or not of this project type
 - c. 5 points - two development team members, while having relevant experience, are new to this type of project or this scale of development
 - d. 0 points - the development team does not meet the criteria above
3. Current Capacity of development team - 10 points
 - a. 10 points - development team members have exceptional depth of human and financial resources to complete this project
 - b. 8 points - development team members have the human and financial resources to complete this project
 - c. 5 points - development team has a staffing gap in a significant role and a plan to address that gap, OR there are some concerns about the financial resources of the team to move the development forward
 - d. 0 points - the development team does not meet the criteria described above

SUBMISSION INFORMATION

Interested parties are asked to submit a concept development (including preliminary drawings) and a brief description of the project, no longer than two pages, to include the number and type of units, occupants (owners/renters) to be served, special features, the impact on the neighborhood and other ways the proposal meets the primary goals of the City. A general project budget with projected funding sources, development timeline, and development team qualifications and financial capabilities is also required. This RFP does not require detailed architectural drawings or development pro formas.

Photographs and maps of the site and area are required.

- a) **Developer:** Name, address, telephone, email, fax number of the proposed owner/developer and the name(s) of an alternative contact person(s).
- b) **Proposal:** Each proposal submitted must specifically outline the proposed use of the property and any proposed rezoning requests.

- c) **Financial Feasibility:** Provide a business plan, which shall include prospective and committed sources of funding, development and operating budgets; a letter from a lending institution indicating the applicant's ability to finance the projected costs; and provide examples of prior projects that indicate the proven ability to develop a project of similar type and scale from a fiscal perspective.
- d) **Timetable:** Provide an overview of how the proposal will be implemented. Include approximate schedule for completion of each element, closing, construction start-up, substantial completion, final completion, and occupancy. Include applications for public or private financing.
- e) **Developer Capacity:** Identify the qualifications and experience of the development team for the project including a list of previously completed projects similar to the proposed project. This team may include key staff of the developer, architect, general contractor and future property management. Also, discuss the ability to complete the project including the qualifications of the development team, management plan, experience, capacity, project readiness to proceed, and timeframe for completion.
- f) **Occupancy and Management Plan:** Present a plan detailing the ownership structure (condominium, cooperative, etc.), resale restrictions and resale process to ensure mixed income and long-term affordability.
- g) **Purchase Price or Lease Terms:** Proposed purchase price or lease terms for this property.
- h) **Copies:** Seven (7) copies, with the original so marked, and one (1) digital copy of each proposal shall be submitted.

V. DISPOSITION INFORMATION

After proposals are opened, city staff will make a recommendation to the City Council's Economic Development Committee (EDC) and the Housing Committee (HC). The EDC and HC will make a recommendation to the City Council.

VI. OTHER INFORMATION

Confidentiality: Proposals received by the City shall become a matter of public record, subject to public inspection, except to the extent, which an applicant designates in writing, proprietary data to be confidential and submits that data under separate cover, such information may, to the extent permitted by law, be held from public inspection, as provided in applicable Maine law, including, without limitation, 5 MRS Sections 13119-A and 13119-B.

VII. LEGAL REQUIREMENTS

The contract for the disposition of the property will be executed only after review and final approval by the City Council.

VIII. RESERVATION of RIGHTS

The City of Portland reserves the right, at its sole discretion, to award as well as reject any and all proposals for the city-owned property, based on the quality and merits of the proposals received, or when it is determined to be in the public interest to do so. Furthermore, the City may extend deadlines and timeframes, as needed.

The City reserves the right to substantiate any proposer's qualifications, capability to perform, availability, past performance records, and to verify that the proposer is current in its financial obligations to the City.

The City of Portland, Maine, reserves the right to waive any informalities in proposals, to accept any proposal or portion thereof, and, to reject any and all proposals, as well as negotiate with the successful proposer(s) should it be in the best interest of the City to do so for a final purchase and sale agreement and ultimate sale or lease of the property.

Pursuant to City procurement policy and ordinance, the City is unable to contract with businesses or individuals who are delinquent in their financial obligations to the City. These obligations may include but are not limited to real estate and personal property taxes and sewer user fees.

Proposers who are delinquent in their financial obligations to the City must do one of the following: bring the obligation current, negotiate a payment plan with the City's Treasury office, or agree to an offset, which shall be established by the contract which shall be issued to the successful proposer.

April 10, 2020

Matthew F. Fitzgerald
Purchasing Manager

Attachments:

- A. Proposal Signature Page
- B. Portland Assessor's Record
- C. DPW GIS Sketch
- D. Site Map

PROPOSAL**NOTE: THIS PAGE IS TO BE COMPLETED AND RETURNED**

The UNDERSIGNED hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, which it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same.

The UNDERSIGNED hereby declares that they have read and understand all conditions as outlined in the Request for Proposals, and that the proposal is made in accordance with same.

The UNDERSIGNED hereby declares that any person(s) employed by the City of Portland, Maine, who has direct or indirect personal or financial interest in this proposal or in any portion of the profits which may be derived therefrom has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a City employee who would be paid to perform services under this proposal. An example of an indirect interest would be a City employee who is related to any officers, employees, principal or shareholders of your firm or to you. If in doubt as to status or interest, please disclose to the extent known).

The proposer acknowledges the receipt of Addenda numbered _____
If Applicable

COMPANY NAME: _____
(Individual, Partnership, Corporation, Joint Venture)

AUTHORIZED SIGNATURE: _____ DATE: _____
(Officer, Authorized Individual or Owner)

PRINT NAME & TITLE: _____

ADDRESS: _____

TELEPHONE: _____ E-MAIL: _____

FEDERAL TAX ID #: _____ DUNS #: _____

STATE OF INCORPORATION _____

(If incorporated in another State, businesses must be authorized to do business in the State of Maine.)

In your organizations preceding completed fiscal year, did the organization receive:

(1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; AND

(2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? ☐ Yes ☐ No

Does the public have access to information about the compensation of the executives in the organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (18 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☐ No

NOTE: All bids must bear the handwritten signature of a duly authorized member or employee of the organization making the bid. **This sheet must be signed and returned with the application package.**

Attachment B

Assessor's Office | 389 Congress Street | Portland, Maine 04101 | Room 115 | (207) 874-8486

[City](#)
[Home](#)
[Departments](#)
[City Council](#)
[Online Services](#)
[Calendar](#)
[Jobs](#)
[Volunteer](#)

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

[New Search!](#)**Current Owner Information:**Best viewed at
800x600, with
Internet Explorer

CBL 166 B014001
Land Use Type GOVERNMENTAL
 Verify legal use with
 Inspections Division
Property Location 21 RANDALL ST
Owner Information CITY OF PORTLAND
 389 CONGRESS ST
 PORTLAND ME 04101

Book and Page
Legal Description 166-B-14-15-16
 RANDALL ST 21-23
 ILLSLEY ST 34-36
 13956SF

Rental Registration No
Acres 0.3204

Current Assessed Valuation:

TAX ACCT NO.	10005	OWNER OF RECORD AS OF APRIL 2019
LAND VALUE	\$11,900.00	CITY OF PORTLAND
BUILDING VALUE	\$0.00	
MUNICIPAL TYPE	(\$11,900.00)	389 CONGRESS ST
NET TAXABLE - REAL ESTATE	\$0.00	PORTLAND ME 04101
TAX AMOUNT	\$0.00	

Any information concerning tax payments should be directed to the Treasury office at 874-8490 or [e-mailed](#).**Building Information:****Building 1**

Year Built
Style/Structure Type

[New Search!](#)

Attachment C

166-B-1 FRONT ST 37-59

40 foot wide sewer right of way

abandoned? sewer (typical)

RANDALL ST

166-B-9 166-B-10 166-B-11 166-B-12 166-B-13 166-B-14-15-16

166-C-1 166-C-2 WASHINGTON AVE 166-C-2 WASHINGTON AVE 166-C-2 WASHINGTON AVE 166-C-2 WASHINGTON AVE 166-C-2 WASHINGTON AVE 166-C-2 WASHINGTON AVE 166-C-2 WASHINGTON AVE 166-C-2 WASHINGTON AVE

166-C-13 166-C-12 166-C-6 166-C-11 166-C-9-10 166-C-7-8 166-C-17

166-E-2 166-E-3 166-E-4 166-E-15 166-E-5 166-E-6 166-E-7 166-F-1-2 166-F-3-4



CITY OF PORTLAND, MAINE

**Request for Proposals for Development of City-Owned Property
Located at 21 Randall Street
RFP #20066**

Current Date: April 23, 2020

The attention of firms submitting proposals for the work named in the above Invitation is called to the following modifications to the documents as were issued.

The items set forth herein, whether of clarification, omission, addition and/or substitution, shall be included and form a part of the Contractor's submitted material and the corresponding Contract when executed. No claim for additional compensation, due to lack of knowledge of the contents of this Addendum will be considered.

ALL BIDDERS ARE ADVISED THAT RECEIPT OF THIS NOTICE MUST BE DULY ACKNOWLEDGED ON THE BID PROPOSAL FORM OR BY THE INSERTION OF THIS SHEET, SIGNED, AND SUBMITTED WITH YOUR PROPOSAL.

**MATTHEW F. FITZGERALD
PURCHASING MANAGER**

Please see our response to a question received related to this RFP.

Receipt of **Addendum No. 1** to the City of Portland's **RFP #20066, Request for Proposals for Development of City-Owned Property Located at 21 Randall Street** is hereby acknowledged.

COMPANY NAME: _____

SIGNED BY: _____ DATE: _____

PRINT NAME & TITLE: _____

ADDRESS: _____

ZIP CODE

CITY OF PORTLAND, MAINE

**Request for Proposals for Development of City-Owned Property
Located at 21 Randall Street
RFP #20066**

Question: *Can you tell us what the City considers is an affordable price for a housing unit for a household of four earning \$55,800 (60% of the AMI)? And what the City considers is an affordable price for a housing unit for a household of four earning \$111,600 (120 % of the AMI)?*

Please note: A four person household may live in a two, three or four-bedroom unit. Based on the 2020 Income Levels (Portland HUD Metro FMR Area) in which the 60% AMI for a household of four is \$60,540 and the 120% AMI for a household of four is \$121,080, and based on the assumptions the tax rate is 23.31, monthly utilities for a two bedroom unit (heat, cooking, hot water heating, water, sewage, other electrical) are \$250, \$328 for a three bedroom unit, and \$405 for a four bedroom unit, and a monthly HOA fee is not charged, the maximum sale prices are as follows:

60% AMI:

Two Bedroom- \$128,219

Three Bedroom- \$138,044

Four Bedroom- \$147,968

120% AMI:

Two Bedroom - \$262,939

Three Bedroom - \$289,566

Four Bedroom - \$316,326

The City webpage will be updated to reflect the FY 2020 Income Limits for Portland, ME HUD Metro FMR Area that were used in this quote.

CITY OF PORTLAND, MAINE

Request for Proposals for Development of City-Owned Property
Located at 21 Randall Street
RFP #20066

Current Date: May 28, 2020

The attention of firms submitting proposals for the work named in the above Invitation is called to the following modifications to the documents as were issued.

The items set forth herein, whether of clarification, omission, addition and/or substitution, shall be included and form a part of the Contractor's submitted material and the corresponding Contract when executed. No claim for additional compensation, due to lack of knowledge of the contents of this Addendum will be considered.

ALL BIDDERS ARE ADVISED THAT RECEIPT OF THIS NOTICE MUST BE DULY ACKNOWLEDGED ON THE BID PROPOSAL FORM OR BY THE INSERTION OF THIS SHEET, SIGNED, AND SUBMITTED WITH YOUR PROPOSAL.

**MATTHEW F. FITZGERALD
PURCHASING MANAGER**

Please see our response to a question received related to this RFP.

Receipt of **Addendum No. 2** to the City of Portland's **RFP #20066, Request for Proposals for Development of City-Owned Property Located at 21 Randall Street** is hereby acknowledged.

COMPANY NAME: _____

SIGNED BY: _____ DATE: _____

PRINT NAME & TITLE: _____

ADDRESS: _____

ZIP CODE

CITY OF PORTLAND, MAINE

**Request for Proposals for Development of City-Owned Property
Located at 21 Randall Street
RFP #20066**

1. Has the date for receiving proposals been changed or are they still due by 3:00 p.m. Tuesday, June 16, 2020?

No.

2. The soils report for the adjoining Portland Housing Authority Front Street project indicates contaminated soils. Does the City of Portland have a soils report or records indicating that the 21 Randall Street project has contaminated soils? If so can this information be provided to us?

The city has not undertaken any environmental investigation on this site.

3. If there are contaminated soils on the site, does the city have access to federal EPA or other funding to remediate the soils?

Regarding assessment for the other two properties, we are almost out of existing funds and our new \$250,000 of Assessment Funds will become available on Oct. 1, 2020 which is the beginning of the Federal fiscal year. However, we could use our Brownfields Closeout Funds If they were not tax acquired by the City, we may not be able to use our funds for more than Phase I ESAs as we'd likely be seen as responsible parties if they are contaminated. Again, GPCOG may be the source for Phase II Assessment Funds.

4. The RFP states "Other city financial incentives may be considered to support increase housing development opportunities or maximize the number of allowable housing units on the property". Would those financial incentives include:

- a) Assisting in paying the cost of remediating contaminated soil, if present?

See answer to #3 above

- b) Assisting in the rezoning the property from current R-5 zoning to R-6?

Yes.

- c) Financial assistance from the Housing Trust Fund or other sources from the City to develop affordable housing?

Financial assistance may be consider if funding is available.

5. The RFP indicate that housing units developed on the site must be affordable to households earning 60% to 120% of the area median income (AMI) Does the City have a price range in mind for these units?

Please see Section III. 1. In the RFP to find the definition of affordable; City staff will work with the successful bidder to determine allowable purchase price or monthly rent amount.

CITY OF PORTLAND, MAINE

Request for Proposals for Development of City-Owned Property
Located at 21 Randall Street
RFP #20066

Current Date: June 4, 2020

The attention of firms submitting proposals for the work named in the above Invitation is called to the following modifications to the documents as were issued.

The items set forth herein, whether of clarification, omission, addition and/or substitution, shall be included and form a part of the Contractor's submitted material and the corresponding Contract when executed. No claim for additional compensation, due to lack of knowledge of the contents of this Addendum will be considered.

ALL BIDDERS ARE ADVISED THAT RECEIPT OF THIS NOTICE MUST BE DULY ACKNOWLEDGED ON THE BID PROPOSAL FORM OR BY THE INSERTION OF THIS SHEET, SIGNED, AND SUBMITTED WITH YOUR PROPOSAL.

**MATTHEW F. FITZGERALD
PURCHASING MANAGER**

Please see our response to questions received related to this RFP.

Receipt of **Addendum No. 3** to the City of Portland's **RFP #20066, Request for Proposals for Development of City-Owned Property Located at 21 Randall Street** is hereby acknowledged.

COMPANY NAME: _____

SIGNED BY: _____ DATE: _____

PRINT NAME & TITLE: _____

ADDRESS: _____

ZIP CODE

CITY OF PORTLAND, MAINE

**Request for Proposals for Development of City-Owned Property
Located at 21 Randall Street
RFP #20066**

QUESTIONS:

1. *Can you clarify if the sources of funding to assist in the development of the land have to be secured and in place by June 16th? Sources of subsidized funding appear to be the only way to make this development feasible.*

Sources of funding do not have to be secured, see Submission Information c); however, as indicated in the Readiness to Proceed section of the scoring, more points are available to projects that have secured sources of funding.

2. *Can you clarify how much funding is available through the following funding sources:
Portland's Community Land Trust?*

This is not a current funding source.

CDBG?

No CDBG funding will be available until the FY22 funding cycle which begins in October 2020.

HUD HOME funding?

\$493,265 is available through the HOME program; \$87,269 of that amount is reserved for Community Housing Development Organizations. The city's local Housing Trust Fund has \$1,073,700 available. Housing Trust Fund and HOME funds were made available through the Affordable Housing Development Application released on March 6 and is available on the city's website at <https://portlandmaine.gov/2449/Applications> . To date, the city has received three applications requesting a combined total of \$1,495,000 in financial assistance from the city.

CITY OF PORTLAND, MAINE

Request for Proposals for Development of City-Owned Property
Located at 21 Randall Street
RFP #20066

Current Date: June 9, 2020

The attention of firms submitting proposals for the work named in the above Invitation is called to the following modifications to the documents as were issued.

The items set forth herein, whether of clarification, omission, addition and/or substitution, shall be included and form a part of the Contractor's submitted material and the corresponding Contract when executed. No claim for additional compensation, due to lack of knowledge of the contents of this Addendum will be considered.

ALL BIDDERS ARE ADVISED THAT RECEIPT OF THIS NOTICE MUST BE DULY ACKNOWLEDGED ON THE BID PROPOSAL FORM OR BY THE INSERTION OF THIS SHEET, SIGNED, AND SUBMITTED WITH YOUR PROPOSAL.

**MATTHEW F. FITZGERALD
PURCHASING MANAGER**

Please see our response to questions received related to this RFP.

Receipt of **Addendum No. 4** to the City of Portland's **RFP #20066, Request for Proposals for Development of City-Owned Property Located at 21 Randall Street** is hereby acknowledged.

COMPANY NAME: _____

SIGNED BY: _____ DATE: _____

PRINT NAME & TITLE: _____

ADDRESS: _____

ZIP CODE

CITY OF PORTLAND, MAINE

Request for Proposals for Development of City-Owned Property
Located at 21 Randall Street
RFP #20066

QUESTIONS:

1. *The RFP states “4. Developments shall create housing options that are age inclusive.” Please clarify what “age inclusive” means.*

The project cannot be restricted by age; for example only available to seniors age 55+.

2. *The RFP states under “Submission Information” that “Interested parties are asked to submit a concept development (including preliminary drawings) and a brief description of the project, no longer than two pages, to include the number and type of units, occupants (owners/renters) to be served, special features, the impact on the neighborhood and other ways the proposal meets the primary goals of the City.” Do you mean the description of our project in words cannot exceed two pages and that we can have pages of drawings in addition to these two pages of text?*

Yes, that is what was meant.

3. *Can we have drawings on 11” x 17” pages that fold out of the 8^{1/2}” x 11” format of the rest of our proposal?*

Yes.

4. *Since City Hall is closed to the public, how should we submit our proposal?*

Sealed proposals shall be submitted electronically to biddropbox@portlandmaine.gov with the name of the Proposer, Contract Name and RFP number in the subject line will be received until 3:00 p.m., Tuesday, June 9, 2020 at which time they will be opened and read, or by submitting via USPS, UPS or FedEx to the City of Portland, Purchasing Rm. 103, 389 Congress St., Portland ME 04101. In-person submission is not currently allowed due to City Hall being closed to the public.



Back Cove Row Houses/Back Cove Flats

Proposal for Disposition and Development of
City-owned Property Located at 21 Randall Street,
Portland Maine RFP #2020-1

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Proposed use to achieve the City of Portland's goals

1. Market demand, 2. Economic diversity, 3. Age inclusive

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1. Project design, 2. Amenities and unit design

Applicant's ability to complete project, including financial feasibility, development team experience, capacity, and timeframe for completion

1. Readiness to proceed, 2. Current Capacity of development team, 3. Track record of development team

ATTACHMENTS

- Attachment A: Drawings of 7 Row House Option
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- Attachment G: Team Biographies
- Attachment H: Proposal Signature Page and Signed Addenda 1- 4

A. DEVELOPER

Greater Portland Community Land Trust
PO Box 8223
Portland, ME 04104
greaterportlandclt@gmail.com

Scott Vonnegut: Chairman of the Board of Directors, svonnegut@outlook.com; 704-650-9350

Timothy Wells: Board of Directors, tim.wells@sjvproperties.com; 207-807-3876

B. PROPOSAL

Description of the Project

The GPCLT Back Cove Homes project targets the “missing middle” and helps families achieve home ownership of an exceptional quality at a substantial discount (30%-45%) from market rate. While the 80%-120% AMI selling price represents the upper band of the affordable housing limits, it does so without requiring the typical subsidies (like affordable housing tax credits, or other Federal and State assistance) while minimizing the cost to the City of Portland; and will surpass most market rate projects in quality of construction, site planning, and finishes.

The GPCLT is focused on achieving five objectives to achieve design and construction of affordable housing on the 21 Randall Street parcel:

GPCLT's 5 Objectives

1. Urban Design: Improving the fabric of the community
2. Environmental Sustainability: Materials, energy use, renewable energy, high quality build (200+ year longevity).
3. Minimize TCO (Total Cost of Ownership): Quality of construction minimizes the expenses over the lifetime of ownership
4. Affordability: Keep Initial Cost down by low land costs, no developer profit, and private grants
5. Exceptional Design: Aesthetically pleasing, efficient workable floorplans, neighborhood fit

Schemes

In response to the Request for Proposal issued by Portland for the disposition of City owned land at 21 Randall Street, The Greater Portland Community Land Trust (GPCLT) is offering two possible scenarios:

1. **Back Cove Row Houses** - Seven row houses, each with three bedrooms (each ~1280 SF) on the 13, 956 SF parcel. Parking spaces for 7 vehicles are located on the 3,956 SF lot that has a water/sewer easement. The GPCLT board and membership initiated the 7-row house design because it would be very attractive to young, larger/intergenerational families; fit in with the neighborhood well; and

provide a very pleasing streetscape. *Based on an analysis of building and soft costs and discussions with general contractors and lenders, the project would not be able to be built without an additional ~\$500,000 grant or subsidy.*

For Drawings of 7 row house option see Attachment A

2. **Back Cove Flats** - The second concept, a thirteen-unit condominium consisting of eight 3-bedroom units (each ~1280 SF) and five 1-bedrooms (~ 620 SF) provides six additional units versus the row house plan option. It offers one-story living, and a diversity of household size to better meet the goals of affordable housing. The neighborhood is a mix of PHA's Front Street housing, multi-units and single-family homes. GPCLT is committed to making Back Cove Flats an attractive addition to the neighborhood and appropriate to the neighborhood context. *Based on an analysis of building and soft costs; and discussions with general contractors and lenders, a multi-unit condominium concept is financially viable.*

Our proposal is for individually owned units within a homeowner association. While each owner would have a fee simple title to their row house or condominium, the land on which the row houses/flats are situated would be owned by the Greater Portland Community Land Trust (GPCLT). The project would have a 99-year renewable ground lease with GPCLT that would contain deed restrictions and require a minimal fee to lease the land.

Note: The 7-row house scheme was the initial desire of the GPCLT's board and membership. This concept is very appealing in trying to achieve cost savings of a larger unified structure yet provide a feeling of single-family homes. As we continued to work through the details of costs with General Contractors there was not confidence that the project costs could be brought down to where they needed to be to succeed financially. Part of this calculus is the number of units. Each unit would have to carry the cost of essentially similar soft costs for either a 7 unit or 13-unit project. That allocation is cut in half with 13 units. Michael Belleau volunteered a considerable amount of time and effort in creating the drawings and renderings for the 7-unit row houses which you see as part of this submission. The 13 unit design is of a similar footprint but adds a full 3d level. It is a very similar form factor. Although the concept is worked out, we are not including drawings as this will be completed by a paid architect if we are awarded the Randall Street parcel.

Zoning Change

The project proposes a higher density than allowed under current R-5 Zoning (4 units) and requires the lots to have a Conditional Rezoning to R-6. This is in alignment with the City's goals of increasing housing supply and creating housing that is more affordable.

R5 zoning excludes the ability to build affordable housing on this particular parcel.

While our project proposes higher density in this East Deering Neighborhood, it does so with great sensitivity and design compatible with existing character of the area and would be below the maximum of nineteen units allowable under the R-6.

For Photographs and Maps of Site and Area see Attachment B

Limited Equity: Ground Lease and Deed Restriction to ensure long term affordability

Using the Community Land Trust model, homeowners would enter into a long-term, ground lease with GPCLT who would retain ownership of the land. The ground lease contains a deed restriction which would limit the price of the unit when resold, preserving the affordability of the dwelling to families with average incomes in perpetuity. Residences can only be purchased as primary residences. They cannot be an investment property or rented out for short-term periods.

Greater Portland Community Land Trust plans to sell the units to households in the 80% to 120% AMI level .

Project/Unit Specifications

	7 Unit	13 Unit	Remarks
Design Style	Row houses, 2 level	One level homes	Style would be contemporary with traditional urban form
Unit Mix	Seven 3-Bedroom (options for 4 bed)	Eight 3-Bedroom Five 1-Bedroom	
Unit Size	~1280 SF	~1280 SF (3 BR) ~ 620 SF (1 BR)	
Stories	2.5	3	
Height	~ 32'	~35'	
Roof	Pitched	Pitched/Flat	
Building Footprint	+/-4,480 SF	+/- 4,640 SF	
Total Building SF	8,960 SF	13,920 SF	
Estimated Total Cost	\$2,345,000 *	\$3,400,000	* Cannot finance 7 units without subsidy

C. FINANCIAL FEASIBILITY**Budget & Financing**

GPCLT has put together a Capital Stack that will allow for the successful completion of our vision for 13 units in Back Cove Flats. To successfully execute on the 7-unit row house concept requires being rewarded a \$400-\$550,000 grant which to date has not been secured. GPCLT feels that this is possible, but it most likely would negatively affect the project timeline. (For 7 Unit Financials see Attachment C)

The 13 Unit capital stack:

Total Cost*	\$3,400,000	Does not include environmental cleanup
Bank Financing	\$2,125,000	80% of Construction Costs
Genesis Fund	\$ 350,000	Subordinate
CEI	\$ 350,000	Subordinate
CEI	\$ 75,000	Pre-construction
Community Solutions Grant	\$ 100,000	MHA/City matching \$50,000 each
Portland Housing Fund	\$ 400,000	To be returned to the City in 12/14 months
Total	\$3,400,000	

**GPCLT understands from discussions with the City and the State that there are monies for Phase 1 and 2 site remediation. The City has funds for Phase I testing and GPCOG funds for actual site clean-up. This assumption is built into our financial model.*

Simple P&L

Projected Revenue	\$3,500,000	3 BR \$290K, 1 BR \$236K
Projected Cost	\$3,400,000	
Building Costs	\$2,657,000	
City Fees	\$ 101,000	Includes 10% performance guarantee hold back
Design/Eng/Dev	\$ 260,000	
Financing/Insurance	\$ 267,000	
Marketing/Legal/Realtor	\$ 115,000	
Net Gain	\$ 100,000	GPCLT Trust fund to support affordable housing

For Statement of Terms for Loans from Genesis Fund and Community Enterprise, Inc. (CEI) see Attachment D

For Letters of Interest from Bath Savings Institution, Gorham Savings Bank and Norway Savings Bank and CEI Letter of Interest in offering a \$75,000 pre-construction loan see Attachment E

Occupancy and Management Plan

Limited Equity Covenants, Conditions, and Restrictions

Our development proposes individually owned units on a shared parcel of land. While each owner would have a fee simple title to their unit, the land on which the units are situated would be owned by the Greater Portland Community Land Trust. The project would have a 99-year renewable ground lease with GPCLT that would contain resale restrictions and require a minimal fee to lease the land. The ground lease contains a deed restriction which would limit the price of the unit when resold, preserving the affordability of the dwellings forever in the future, to households of average incomes. The terms of the ground lease will give the homeowners the rights of homeownership, but also impose certain key restrictions on the use and resale of the homes within the context of an established Homeowner Association (HOA) model.

As the ground lessor, the Greater Portland Community Land Trust will retain a right of first refusal in order to ensure affordability. When a homeowner wants to sell, GPCLT may assign the option to another income qualified household or oversee the sale of the home directly to another income-qualified household for a price not exceeding the purchase option price formula.

In its role of overseeing the resale of affordable homes, GPCLT will make sure that the buyer is income-eligible and that the price does not exceed the limit established by the resale formula.

Management Plan

GPCLT, with assistance from Coastal Enterprise Inc.'s Home Buyer Education Program, will play an active role in helping lower income buyers qualify for mortgage financing and will help negotiate with lenders to see that appropriate mortgage financing is available to these homebuyers. GPCLT will also provide a variety of training and support services (such as financial management, HOA governance, and basic maintenance), to these households once they have become homeowners. The costs incurred by the GPCLT in carrying out this work will be defrayed in part by the lease fee that is collected, and will also be defrayed by a mark-up of the resale price or transfer fee added to the price paid by the new homebuyer. Greater Portland Community Land Trust will work with the Home Owners Association to establish a monitoring and enforcement program for compliance with the requirements of the ground lease that respects their privacy while preserving affordable homes as long-term assets for future generations of homeowners.

Upon turnover of the project to the HOA, GPCLT shall present management options that would include self-management, accounts management, and full professional management in order to ensure proper functioning of the project and adequate reserve saving to ensure long term viability.

For Operating Budgets see Attachment F

Purchase Price

The Greater Portland Community Land Trust (GPCLT) is proposing that the City of Portland transfer ownership of the Randall Street property to GPCLT at a minimal cost of \$1.00.

The financial feasibility of our proposal is premised on a donation of land to Greater Portland Community Land Trust to develop our affordable housing project. As a 501(c)(3) GPCLT does not expect to pay taxes on the land, however, the individual units will be taxed at an assessed value that takes into consideration the deed restriction placed on each unit.

Marketing

The GPCLT is marketing this project with a focus on Portland residents, especially teachers, nurses, EMT's, Fire and Police, Municipal and County employees, and workers at NGOs. We currently have interest from 17 different families and expect significantly more interest if the GPCLT is awarded the parcel at 21 Randall Street. GPCLT marketing will explicitly encourage diversity of persons of all races, genders, ages, creeds, and places of origin.

OVERVIEW OF RFP SCORING

1. Proposed Use to Achieve the City of Portland's Goals

Market Demand

20 Points

All the homes in GPCLT's proposal will be sold between 80% and 120% AMI. GPCLT will sell the units at the lowest possible price. The project is focused on home ownership for the missing middle. The GPCLT is achieving affordability by (1) eliminating profit (2) Donation of Land from the City (3) Smart design (4) Volunteer efforts of its members. (5) \$100K MHA Community Development Grant

Economic Diversity

10 Points

The Back Cove Flats project is designed to attract economic and social diversity through its mix of 1BR and 3 BR units; low cost of utilities and maintenance; proximity to parks and amenities; inclusion of gardening space and bike storage that allows a family to live without a car or with only one vehicle. The interior layouts are designed to lend themselves to greater flexibility in living situations. For instance, the 1 BR units are designed to easily allow a young couple to remain in the unit even after having a child. They are generously sized, have 1.5 bathrooms and have a raised platform bedroom to allow for significant storage space. This allows for the space to continue to accommodate a couple as they progress through different phases of their life. The 3 BR units can accommodate larger families from 4-6 people and the choice to offer 3-bedroom homes is intended to encourage larger families who otherwise find it challenging to find appropriate, quality homes at an affordable cost.

Age Inclusive

10 Points

The unit designs in either GPCLT design option accommodate people at any stage of life who wish to become homeowners. From young families to middle age families or retired couples, this project will allow 7 or 13 families priced out of Portland a chance at home ownership. The mix of 1- and 3-bedroom units in the 13-unit Back Cove Flats accommodates people from a variety of economic situations. The one floor living easily allows aging in place and five first floor, ADA accessible units permits diversity and attracts people of different ages and life situations. Both concepts' larger units would allow for families to bring in an aging relative for multi-generational household living.

2. Impact on Surrounding Neighborhood (25 Points Total)

Project Design

15 Points

The design of either option will be contextual and enhance the neighborhood by creating an attractive, active streetscape based on the proven model of beautiful row houses found around the world. Attention to aesthetics and creating an appealing streetscape instructs the design. The thirteen flat unit project would be articulated as to conform to the scale and styles of the neighborhood context. The sidewalk along the front will connect to the entry of each unit and to adjacent parking spaces on the west side. At the back, all of the homes will share a communal green space and gardens.

Specifications exceed the City's Green Building Code efficiency levels. The project will utilize environmentally friendly materials, water conserving fixtures, LED lighting, and energy star rated appliances. The exterior walls and roof will be highly insulated and in combination with triple glazed windows will create a thermal envelope approaching or meeting Passive House design criteria. These homes will assure homeowners lower utility and maintenance costs, high indoor air quality, and a safe living environment.

Amenities and unit design

10 Points

The project will include several amenities to enhance the lives of project's residents and the community.

Improvements to the site will include landscaping that will incorporate native plantings, rain gardens, and porous paving, and building orientation allows installation of photovoltaic panels on the south facing roof. Every unit is provided with garden space for growing vegetables and flowers and residents will enjoy secure and covered bicycle parking. The location is within walking and biking distance of most daily needs including grocery stores, pharmacies, restaurants, parks, and USM, UNE.

The neighborhood would benefit from a new population of stakeholders committed to building and maintaining safety and prosperity within their community. As a community benefit, GPCLT is coordinating with PHA and Portland Trails to seek approval to help construct a path along the two-block utility easement through Portland Housing Authority land from Illsley Street to Back Cove.

3. Applicant's ability to complete the project, including financial feasibility, development team experience, capacity, and timeframe for completion. (35 points Total)

Readiness to proceed

15 Points

The GPCLT is ready to commence working on the project immediately after being awarded the Randall Street property. The CEI pre-construction loan of \$75,000 allows us to proceed hiring the General Contractor and to initiate more detailed architectural designs; begin the re-zoning process from R5 to R6; and assemble the packet for Planning Board approval.

Letters of Interest and Term Sheets are secured to move forward with the project. We will need commitments from the City and MHA for \$500,000 of funding.

Timetable

GPCLT believes the project can be completed by late 4Q 2021. This is an aggressive timeline and assumes minimal times for rezoning, planning board approval and permit issuance. A more typical time period for these events would add 2-3 months to this schedule. Construction is expected to take 9-12 months after permit issuance and construction financing final approval (contingent on pre-sales).

A 4Q 2021 completion is predicated on the following assumptions:

1. The City of Portland rewards the RFP NLT (No Later Than) August 1, 2020
2. City approves Rezoning NLT October 15, 2020
3. GPCLT is able to secure Planning Board approval for Level III site plan and secure building permits NLT December 31, 2020
4. The GPCLT is able to reach pre-sales levels of 70% of the units by February 1, 2021
5. GPCLT is awarded an MHA Community Solutions Grant for \$100,000 by January 31, 2021
6. The City of Portland approves \$400,000 from the Housing Fund. This money is to be returned to the City within 30 days of 100% unit closings. We expect to reach 100% closings within 30 days of Certificate of Occupancy issuance.
7. Bank Financing is secured and released to allow construction to commence NLT March 1, 2021

We envision six phases to our project:

Phase 0 - RFP Submission to Award and title transfer

Phase 1 - Preparation phase: ~2.5 Month Duration after Award Date

Major Tasks: Phase I environmental study, Brownfield funds procurement, Rezoning, City Housing Fund procurement

During Phase 1, an environmental assessment would take place to ascertain if hazardous materials are present in the soil, similar to those found in the adjacent soil at the Portland Housing Authority's Front Street project. If hazardous soils are found, GPCLT will seek funding from the State, GPCOG, and City to fully fund the

remediation of the site. Concurrently, we would survey the parcel's legal bounds and topography and start the process of rezoning the property from R-5 to R-6. Greater Portland Community Land Trust would be working with a General Contractor and architect using a design build delivery method, to refine the design and prepare for Planning Board packet submission.

Phase 2 - Planning Phase: 3-month duration

Major Tasks: Level III site plan Planning Board approval, marketing of project, continuance of design work, securing MHA Solutions Grant, Phase II of Site Environmental Cleanup, permitting.

Phase 3 - Financial Phase: 2-month duration

Major Tasks: Finalizing pre-sales of a minimum of 70-80% of units. Units can be reserved but cannot be pre-sold until after permits are issued. Closing of Construction Loan.

Phase 4 - Construction Phase: 9 -12 month duration

Major Tasks: Construction of Project

Phase 5 - Occupancy Phase: 1-2 month duration.

Major Tasks: Certificate of Occupancy and turn-over of units to buyers.

Current capacity of development team

10 points

Track record of development team

10 points

The development team possesses the human and financial resources to successfully execute this project. The team consists of highly experienced individual team members and companies who have strong track records of success in the different skill sets required to bring this project to fruition.

GPCLT has interviewed and received proposals from three General Contractors who have a well-established track record in building affordable housing units. Wright-Ryan Construction, Great Falls Construction and Hebert Construction have worked with Avesta and Portland Housing Authority to build affordable housing projects throughout the Portland area. Once we select one of these GCs, we will work with them using the Design Build delivery method to produce affordable housing with quality construction on budget and on time.

GPCLT will have the support of Coastal Enterprise Inc. (CEI) in providing technical services, pre-purchase counseling, and homebuyer education classes for home buyers.

The GPCLT did not consider choosing the GC a requirement for this submission. The Board of Directors chose to wait until after submission before voting on acceptance of a GC proposal. As the GPCLT is pursuing a design build delivery method, the GCs (with input from the GPCLT) will contract with the architectural and engineering firms. All three prospective GCs are proposing established professional firms that have executed numerous projects and are well known entities to the City of Portland. GPCLT is also exploring using

prefabricated building technologies to create a highly efficient thermal envelope and that could reduce construction cost and increase the speed of construction.

Additionally, the members of the GPCLT bring a broad background of relevant experience to guide the process.

The GPCLT Team

For more detailed biographies of team members see Attachment G

- **Scott Vonnegut**, a Registered Architect in the State of Maine, has been a manager for institutional, commercial, and residential projects at some of the country's leading architectural firms. Besides managing the design and construction administration for a variety of buildings, Scott oversaw the production of construction documents and keeping projects on time and on budget.
- **Tim Wells** possesses over 25 years of construction industry experience. He led the effort to secure financing for this project and is currently in the process of developing multiple projects in Portland and around the State of Maine.
- **Michael Belleau** is an architect with extensive experience designing and managing residential projects. He has published many articles on urban design in Maine including 'Portland: Back to the Future' in 1992. He opened his own office in Portland for a time before joining long established residential design-build firm Knickerbocker Group's Portland office.
- **Ginny Schneider** has worked with Community Land Trusts CLTs in New England for over ten years, writing winning grants, conducting fundraising campaigns, and serving as an interim Director. She brings her years of experience to help the Greater Portland Community Land Trust reach out to the community to increase membership and identify families interested in purchasing the housing units GPCLT is working to develop.
- **Lado Ladoko** has extensive experience seeking solutions to the high cost of housing for working people both through informal networks and the Immigrant Housing Coalition. Lado reaches and builds trust with populations who may be otherwise hard to reach through conventional means and communication. Additionally, Lado is a current and experienced property manager of over a dozen units belonging to himself and others.
- **Greg Plimpton** developed multiple projects in Southern Maine including the conversion of a large, 80,000 sq. ft. brick Portland warehouse into spaces for artists and makers of all kinds, a book seller and a cafe.
- **Zack Barowitz** in the past five years, Zack has worked with development teams to transition 76 new residential units in Portland from pre-construction, to HOA and rental properties that are occupied and viable.

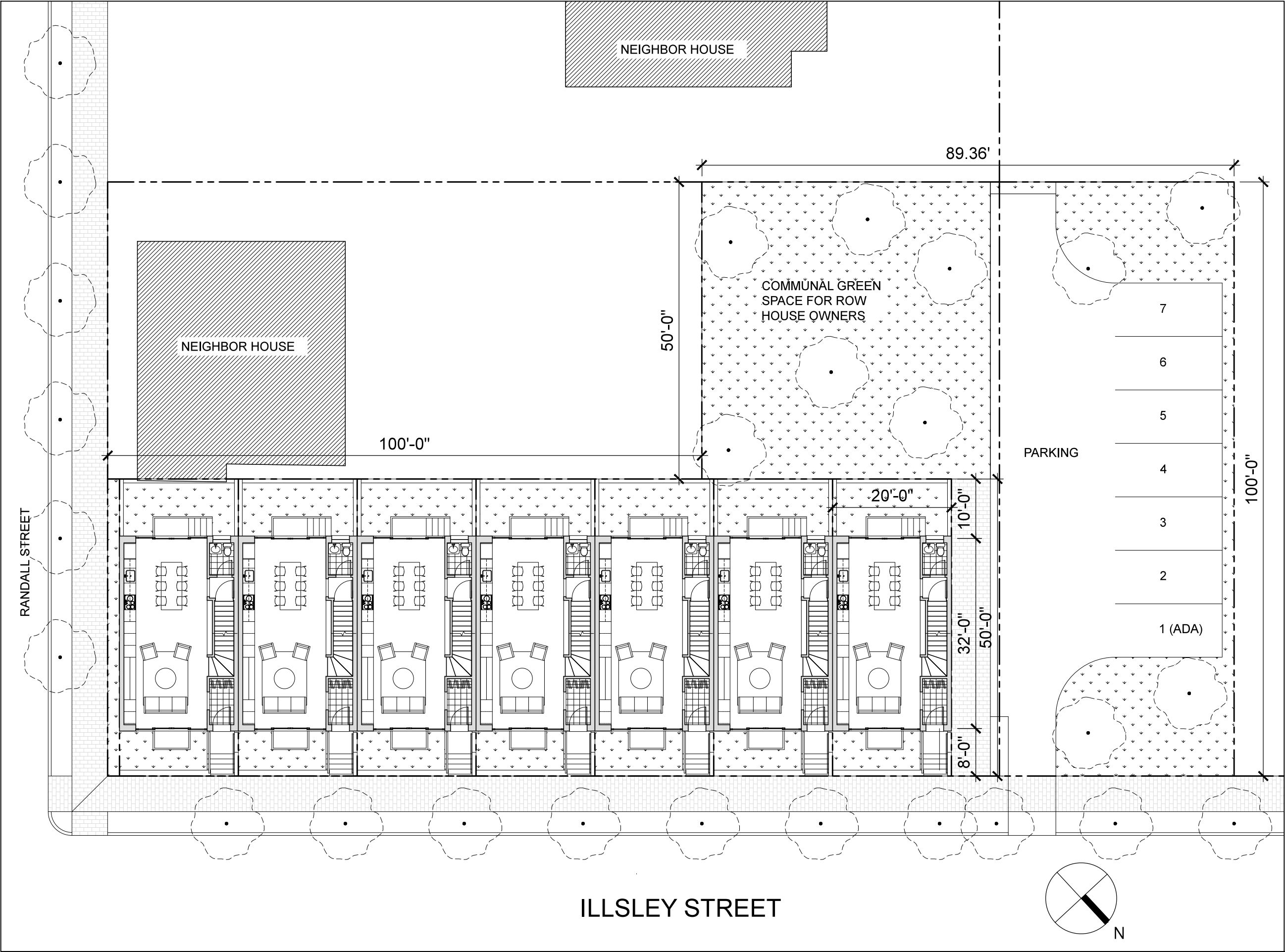
Attachment A – Drawings of 7 Rowhouse Option











SITE PLAN

copyright 2020 Michael Belleau

GPCT PROPOSED TOWN HOUSES

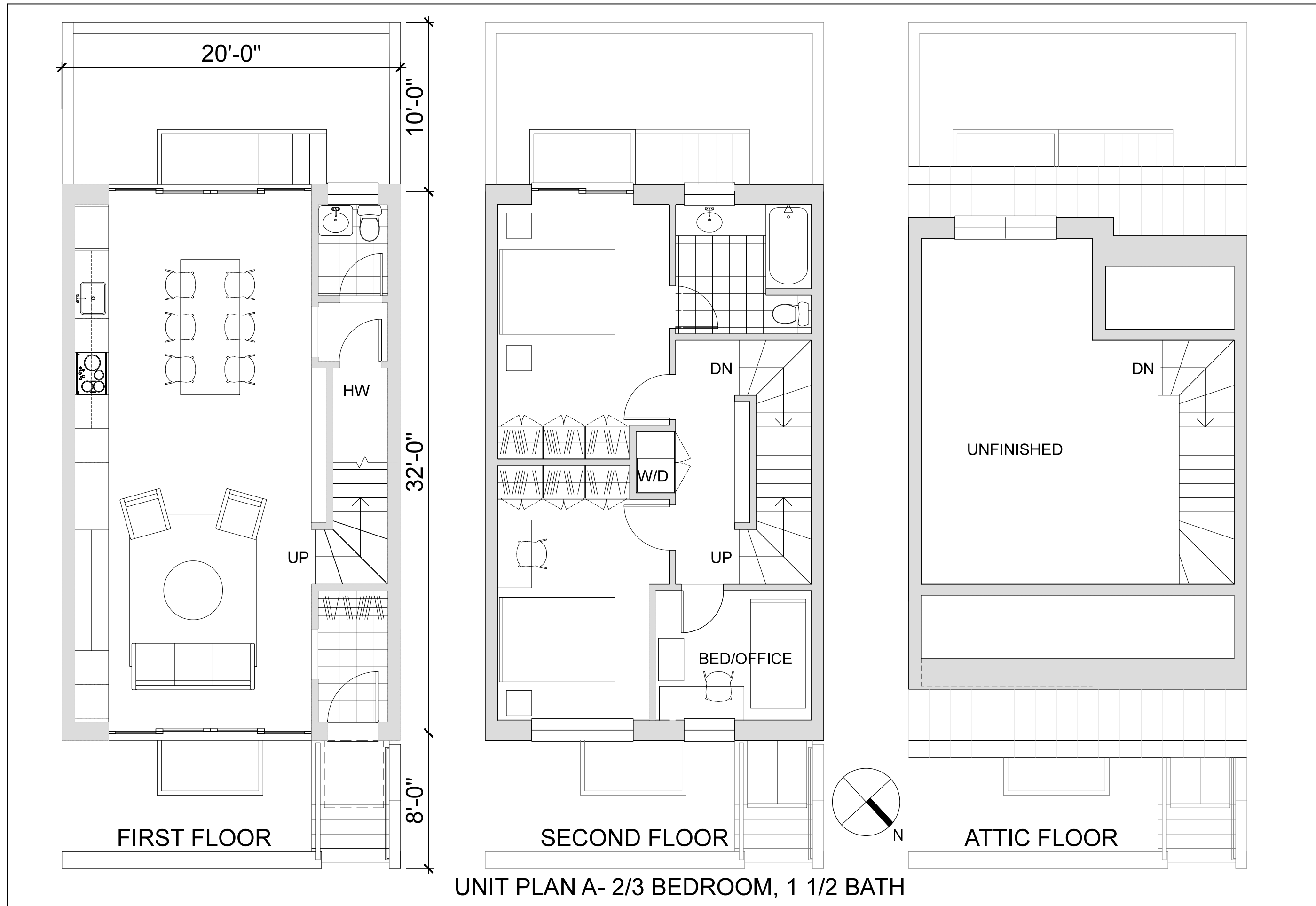
21 RANDALL STREET, PORTLAND, MAINE

SCALE: 1/16" = 1'-0"

DATE: 06/16/2020

GREATER PORTLAND COMMUNITY LAND TRUST

P O BOX 8223, PORTLAND ME 04104
GREATERPORTLANDCLT@GMAIL.COM PH: 704.650.9350



Attachment B – Photographs and Maps of Site and Area



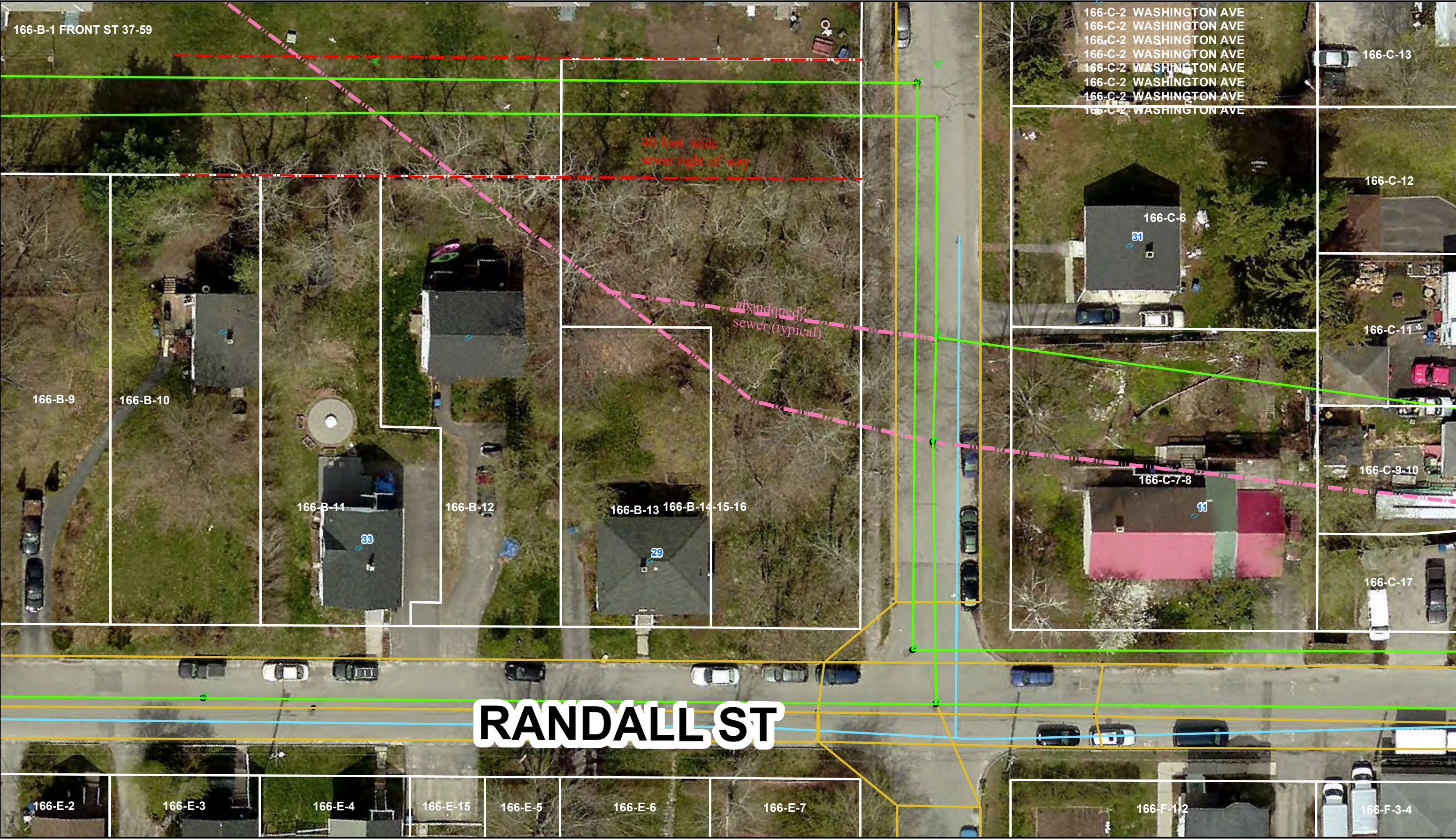




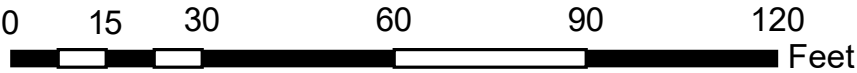








GIS SKETCH OF 21 RANDALL ST
AUGUST 8, 2019 1"=30'

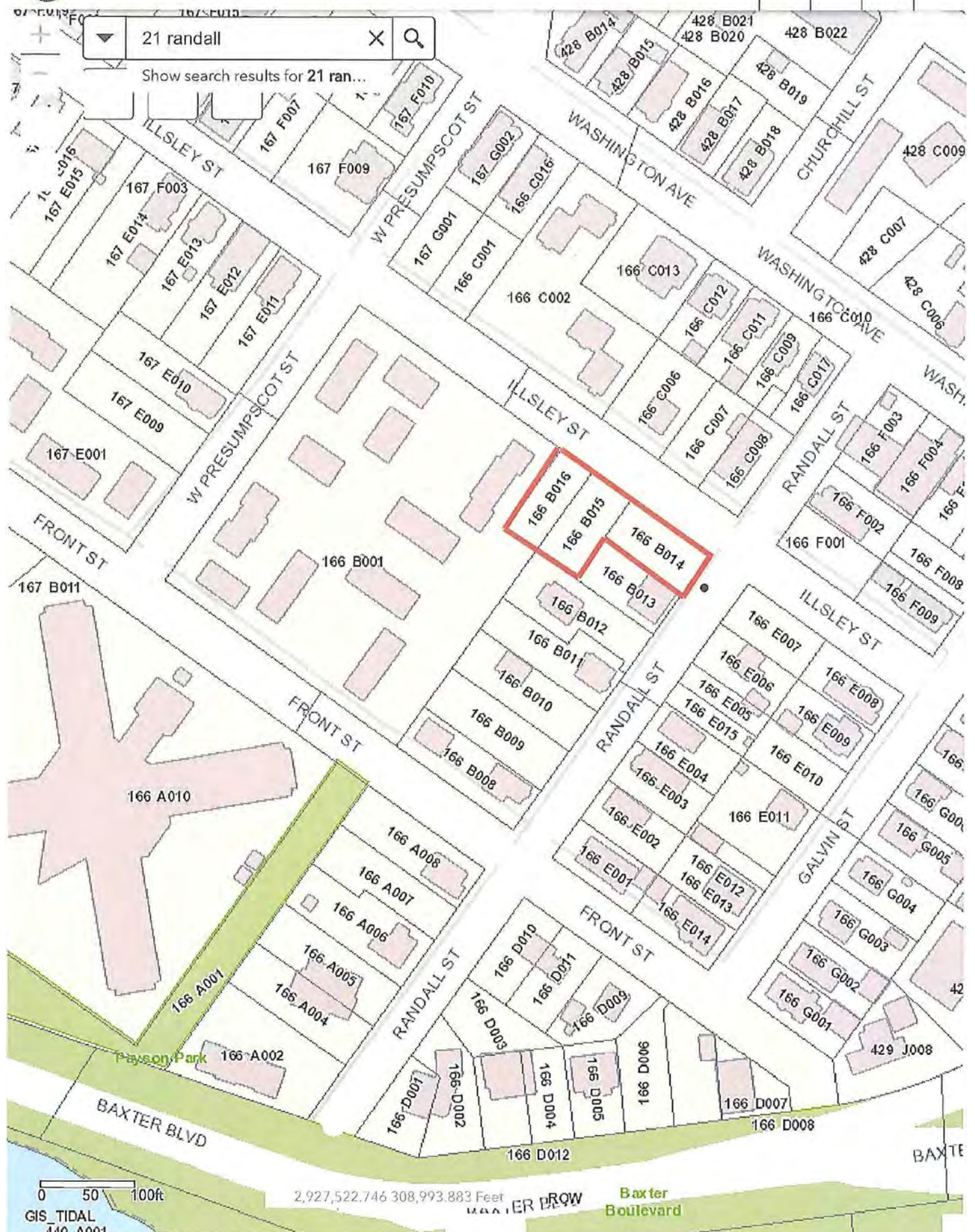


CITY OF PORTLAND, MAINE
DEPT. OF PUBLIC WORKS
212 Canco Rd Suite B PORTLAND, MAINE 04101
PHONE (207) 874-8846 FAX (207) 874-8852





City of Portland Maine Parcel Viewer



Attachment C – 7 Unit Financials

7 Unit capital stack: (Contingent on Grant/Subsidy)

Total Cost ¹	\$2,454,000	Does not include environmental cleanup
<u>Contingency Requirement</u>	<u>\$ 240,000</u>	
Total Capital Needs	\$2,694,000	
Bank Financing	\$1,467,000*	80% of Construction Costs
Genesis Fund	\$ 200,000*	Subordinate
CEI	\$ 200,000*	Subordinate
CEI	\$ 75,000*	Pre-construction
Community Solutions Grant	\$ 100,000	MHA/City matching \$50,000 each ⁴
Other Grant or Subsidy	\$ 564,000	To cover revenue shortfall and secure loans
<u>Portland Housing Fund</u>	<u>\$ 88,000</u>	<u>To be returned to the City in 12/14 months</u>
Total	\$2,664,000	

Simple P&L

Projected Revenue	\$2,030,000	120% of AMI
Projected Cost	\$2,454,000	
<u>Contingency Requirement</u>	<u>\$ 240,000</u>	estimated between \$180-\$240,000
Total	\$2,694,000	
Building Costs	\$1,833,000	
City Fees	\$ 78,000	Includes 10% performance guarantee hold back
Design/Eng/Dev	\$ 260,000	
Financing/Insurance	\$ 180,000	
Marketing/Legal/Realtor	\$ 103,000	
Revenue Shortfall	\$ 424,000	
<u>Contingency Requirement</u>	<u>\$ 240,000</u>	
Needed Grant/subsidy	\$ 664,000	

¹GPCLT understands from discussions with the City and the State that there are monies for Phase 1 and 2 site remediation. The City has funds for Phase I testing and GPCOG funds for actual site clean-up. This assumption is built into our financial model.

* This funding scenario has not been discussed with these entities and monies have not been secured or pledged. The funding would be contingent upon receiving a grant/subsidy to cover projected revenue shortfall plus some additional amount as a contingency.

Attachment D – Statement of Terms for a Loan from Genesis
Community Loan Fund and Coastal Enterprise, Inc.



June 11, 2020

Attn: Timothy Wells
Greater Portland Community Land Trust
PO Box 8223
Portland, ME 04104

Dear Tim:

Please accept this letter of interest and statement of terms for a loan for Greater Portland Community Land Trust. Upon approval by its Loan Committee, the Genesis Fund will be prepared to issue a Commitment Letter with the following terms for your construction financing.

Terms and parameters would be:

Borrower: Greater Portland Community Land Trust

Term: 12 months

Purpose: Construction

Amount: Up to three hundred fifty thousand dollars (\$350,000)

Origination Fee: \$3,500 (one percent)

Interest Rate: 5.5%

Collateral: Collateral for the Loan shall be a junior mortgage and security agreement on the property located at 21 Randall Street, Portland, Maine, and all related personal property.

Projected LTV: 100% or less

Conditions: Successfully meeting Genesis Fund and other lenders' terms and conditions

These terms represent a valid expression of interest in providing the loan. It does not represent a formal commitment or agreement to lend. Upon further investigation and underwriting and evidence of the borrower receiving the proposed financing, the Genesis Fund would be prepared to make this loan according to the terms stated above or as may be amended during the formal approval process by its Loan Committee.

Sincerely,

Elizabeth Fleming-Ives
Executive Director



Capital for Opportunity and Change

Tim Wells
Greater Portland Community Land Trust
PO Box 8223
Portland, ME 04104

6/12/20

Dear Mr. Wells:

Please accept this letter of strong interest and statement of terms for potential subordinate construction financing for upcoming Randall Street project in Portland, ME. Upon receipt and confirmation of a list of due diligence items, CEI will be prepared to proceed with underwriting and potentially issue a Commitment Letter with the following terms for construction finance. Terms and parameters on the project would be:

Borrower: GPCLT

Purpose: To provide subordinated construction period financing for the build-out of 7-13 townhouse units to be sold at 21 Randall Street, Portland ME

Term: 12 months, interest-only (no amortization) during the construction period, commencing with start of the project. All accrued interest on advancing balance shall be paid monthly from periodic construction draws on the loan.

Amount: up to \$350,000 in shared 2nd position lien with another community CDFI lender such as Genesis Community Loan Fund

Interest Rate: CEI Loan Group sets all loan interest rates at the time of approval. For illustration purposes, please estimate the CEI rate at 6.75% annual, based on a 360 day year and calculated on daily basis of any advanced balance, payable every month from construction draws.

Origination Fee: 2% of total loan amount

Collateral and Guaranty:

Subordinated mortgage on the real estate located at 21 Randall Street, Portland ME in 2nd position. Additional Assignment of Construction Contract and all other construction loan collateral that secures lead lender Bank loan.

Conditions: A Construction Loan commitment would potentially be made, such loan to be conditioned on:

- Fully approved plans and specifications for the proposed project.
- Evidence of all land use and building permits (potential Land Use opinion), prior to Closing



- Final cost budget and evidence of contract to build the project according to plans and adhering to construction budget in financial model presented at time of underwriting.
- Evidence of builder's risk insurance, naming CEI as beneficiary and loss payee in place prior to Closing.
- Lender's Policy of title insurance showing no superior liens or encumbrances from other lenders or parties, other than those disclosed
- Borrower to pay all legal and other expenses of CEI

Other reasonable risk-mitigating conditions deemed appropriate by CEI counsel.

These terms represent a valid expression of interest in providing the loan. It **does not** represent a formal Commitment or agreement to lend. Upon further investigation and satisfactory underwriting of the borrower and project, CEI would be prepared to make this loan according to the terms stated above or as may be amended during the formal CEI approval process by its Loan Committee. Any loan commitment will provide that CEI's customary due diligence process will apply, including without limitation, title, environmental, land use and legal opinions.

Sincerely,

A handwritten signature in black ink, appearing to read "John Egan". The signature is fluid and cursive, with a large loop at the end.

John W. Egan
Chief Investment Officer

Attachment E – Letters of Interest from Bath Savings Institution,
Gorham Savings Bank, Norway Savings Bank and
Coastal Enterprises, Inc.



Benj. F. Packard

Bath Savings Institution

Since 1852

June 12, 2020

Tim Wells
Greater Portland Community Land Trust
P.O. Box 8223
Portland ME 04104

Subject: Randall Street Project

Dear Mr. Wells,

I reviewed the Greater Portland Community Land Trust proposal for either a 7-unit townhouse project or 13-unit condo development at the corner of Randall and Isley Streets, Portland Maine. Bath Savings Institution is interested in considering a loan request of up to 80% of the total project costs or as completed appraised value, whichever is lower. The loan decision will be based on satisfactory review of additional details of the construction budget, the builder, environmental due diligence, finalization of other funding sources for the project and a satisfactory level of pre-sales, as well as other documentation details as needed.

Thank you for sharing your plans with Bath Savings, and I look forward to continuing our review of your project.

Sincerely,

Julie Wagoner
Senior Vice President



June 12, 2020

City of Portland
389 Congress Street
Portland, ME 04101

RE: Randall Street Project

To Whom It May Concern:

We have been working with the Greater Portland Community Land Trust on their proposal for affordable housing at the Randall Street site. There is a tremendous need for affordable housing in Portland and this project will help alleviate some of that housing shortage. We are excited about their plans for Randall Street, and look forward to working with them in further support of the project.

Please feel free to contact me with any questions.

Sincerely,

Matthew W. Early
Senior Vice President

MWE/ckb



June 12, 2020

City of Portland, Maine
Planning Department
389 Congress Street
Portland, ME 04101

Re: Greater Portland Community Land Trust
RFP - Corner of Randall & Isley Streets, Portland, ME

To Whom It May Concern:

This letter is to notify the City of Portland that, based on our understanding of the project and subject to standard underwriting, Norway Savings Bank would be interested in potentially providing financing to the Greater Portland Community Land Trust for their proposed condominium project at the corner of Randall and Isley Streets in Portland, ME.

While this letter is in no way to be construed as a commitment to lend funds, based on the preliminary discussions and the project details and materials provided by the Greater Portland Community Land Trust we believe they are capable of taking on and completing the project.

I hope this letter meets your needs and expectations at this point in the process, but should you require any additional information please don't hesitate to contact me at rflagg@norwaysavingsbank.com or (207) 482-7902.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard R. Flagg", is written over a horizontal line.

Richard R. Flagg
Regional Vice President, Commercial Lending
Norway Savings Bank, Portland, ME



Scott Vonnegut
Greater Portland Community Land Trust
PO Box 8223
Portland, ME 04104

6/2/2020

Dear Scott:

Thanks for sharing your new community land trust development plans of affordable housing in Portland. CEI has a long history helping new grass roots groups launch their first affordable housing projects in Maine, starting with the Community Housing Initiatives Program or CHIP in the mid-coast nearly 30 years ago in the early 1990's. CEI has provided financing, technical assistance, counseling and education services and linkage services for non-profit groups and their homeowners or renters. Affordable housing is in short supply nearly everywhere in Maine and CEI has worked statewide with projects in Aroostook County, Washington county, mid-coast Maine, Androscoggin county, York county, and other locations. Many times, CEI has also provided risk capital in the early stages of project development to propel the projects toward a conventional construction loan closing with a bank.

For the proposed project on Randall Street, CEI will be pleased to offer assistance with the following:

- Upon acquisition of the site by GPCLT, consideration of up to \$75,000 pre-development loan financing (pending project underwriting, this is not a loan commitment) for early stage design, permitting and marketing efforts
- Free pre-purchase counseling and home buyer education classes for your potential constituents conducted by the award-winning CEI Housing Counseling staff
- Early stage technical assistance in the pre-development process including budget work and help selecting the development team.
- Offer of a modest technical assistance contract for continuation and deeper involvement on the above issues.

You have permission to include this letter in your proposals. I look forward to the opportunity to work with your group and thanks for including CEI in your project plans. Please keep me informed on the timeline and milestones.

Sincerely,

John W Egan
Chief Investment Officer

Attachment F – Operating Budgets

Income 7 Units

Condo Fees (7 @ \$165X12 months)	12,600
Parking (7 @ \$125x12 months)	10,500
	23,100

Expense

Hauling & Dumping	200
Parts & Supplies	400
Insurance	3,800
General Repairs	600
Fire Monitoring	2,000
Sprinkler Inspection	350
Snow Plowing, Shoveling & Sanding	4,000
Snow Removal (load, haul, & dump)	100
Util: Electric	400
Util: Water	1,600
Lawn Irrigation	400
General landscaping	1000
backflow testing	150
Parking lot maintenance	1000
Professional Fees	500
Ground Rent	3,000
Reserve (Savings) Transfer	2,400
Management (Accountant) Fees	1,200
Total Expense	23100
Net Operating Income	0

Income 13 Units

Condo Fees (8 @ \$200X12 months)	19,200
Condo Fees (5 @ \$100X12 months)	600
Parking (7 @ \$125x12 months)	10,500
	30,300

Expense

Maint Electric	400
Maint Clean	2400
Hauling & Dumping	200
Parts & Supplies	350
Insurance	4,100
General Repairs	600
Fire Monitoring	1,600
Sprinkler Inspection	400
Snow Plowing, Shoveling & Sanding	4,000
Snow Removal (load, haul, & dump)	100
Util: Electric	2500
Util: Trash	200
Util: Water	1,100
Lawn Irrigation	350
General landscaping	1100
backflow testing	200
Professional Fees	500
Ground Rent	2,000
Parking lot maint	700
Reserve (Savings) Transfer	3,500
Management Fees	4,000
Total Expense	30300
Net Operating Income	0

Attachment G – Team Biographies

Greater Portland Community Land Trust Board of Directors Biographies

Scott Vonnegut- Chairman of the Board of Directors

Scott has served as Chair of the Board of Directors for the Greater Portland Community Land Trust for the last couple of years. As Chair, he has used the skills he acquired in his over 35 years as Architect project manager for institutional, commercial, and residential projects to coordinate and direct the activities of the Board and outreach into the community. Besides managing the design of a variety of building types, Scott oversaw the production of construction documents and keeping projects on time and on budget.

Education: Rhode Island School of Design- Bachelor of Architecture

Professional Qualifications: Registered Architect in Maine

Timothy Wells

Tim, a native Mainer, served as a combat arms officer in the U.S. Army after graduating from Boston University with degrees in Finance and Marketing. After leaving the Army, Tim lead a multi-unit restaurant chain in Boise, Idaho. He then held several national and global roles at GE, most linked to the construction industry, where he worked with some of the largest architectural, engineering, general contractors and curtainwall installers in the world on large projects like Taipei 101, MGM and Caesar's Palace Resort in Las Vegas. Tim then helped lead a global business division of a Fortune 500 company in the telecom infrastructure space. Tim has lived in several countries and 15 U.S. States and done business in over 100 countries on 6 continents. He is currently developing several projects in Maine.

Education: Boston University- BSBA Business Administration w/ concentrations in Finance and Marketing

Greg Plimpton

Greg's education/training was as a ship's officer. He went to sea for several years before coming ashore to take a land-based position as a construction supervisor with Royal Dutch Shell. When it looked as if building oil refineries was next on the horizon, he decided on a different type of life. Greg moved to a Maine coastal resort town where he opened a restaurant that became a focal point of the village center. His lifelong interest in all things construction and real estate evolved into historic renovation, adaptive reuse of commercial buildings, multi-unit rehab, and new home construction. His favorite project was the conversion of a large brick warehouse into spaces for artists and makers of all kinds: painters, sculptors, potters, jewelry makers, photographers, cabinet shops, bookbinders, printmakers, a sign maker/ architectural designer, clothing manufacturers, book sellers and a cafe. They filled an 80,000 sq. ft. building where people and seemed to like each other and use each other's services. Greg has found that these experiences have created a strong desire to keep creating work and living environments where people can thrive with dignity.

Education: Maine Maritime Academy- B.S. Marine Engineering

Postgraduate studies at SUNY-Albany, N.Y.

Professional Qualifications: Ensign Commission U.S.N.R.

Michael Belleau

Michael grew up on Main Street in Orono Maine playing basketball, eating Pat's pizza, and sneaking into the UMO field house. Later, as a fisherman on a dragger out of Cape Cod, he developed a love of entanglement with the natural world and its rhythms. After studying architecture in Boston and London, Michael returned to work in Maine where he designed, among other projects, the award-winning fire station at Bangor International Airport. He opened his own office in Portland for a time before joining long established residential design-build firm Knickerbocker Group's Portland office.

Michael teaches theory at the University of Maine Augusta and has taught building , urban, and sustainable design at the college level. He has published many articles in the Portland Press Herald on urban design in Maine. Michael is a Certified Passive House Designer, the world's most adopted non mechanical-dependent low energy use standard.

A fourth generation Mainer, he is committed to moving Maine forward by designing buildings expressing regional materials, contemporary space, and sustainable science as well as enhancing our village atmosphere through walkable centers. Community land trusts are an important tool in allowing Mainers to live a walkable village life. His family lives and works in Portland.

For more on Michael's "Poetry of Place" approach go here: <https://mainehomedesign.com/design-theory/1948-the-poetry-of-place/>

Michael is lead architect for GPCLT who designed the 7 townhouse design contained in this proposal.

Education: Boston Architectural Center- Bachelor of Architecture

Architectural Association School of Architecture, London- Extension Studies

Professional Qualifications: Registered Architect in Maine

Ginny Schneider

Ginny has worked with Community Land Trusts (CLTs) in New England for over ten years, writing winning grants, conducting fund raising campaigns and serving as an interim Director. She brings her years of experience to help the Greater Portland Community Land Trust (GPCLT) reach out to the community to increase membership and identify families interested in the purchasing housing units GPCLT is working to develop. Besides her work with CLTs, Ginny has also served as a Director for Concord Area Transit (CAT) in New Hampshire, increasing the Concord City Council's funding of CAT and securing major financial support from a variety of sources.

Education: Harvard University- Bachelor of Arts

California State University- Master of Arts

Lado Lodoka

As a child, Lado had to leave his home in Sudan to escape from rampaging gunmen who were fighting a decades-long war. He walked and hitch hiked for thousands of miles from Sudan, through Ethiopia to a refugee camp in Kenya where he was lucky to be selected for relocation to the United States. He moved to Portland, Maine, when he was 15 years old. After graduating from High School, Lado joined the Army where he served as a supply clerk. His struggle as a refugee has led him to help people who have suffered being torn from their homelands. He has worked for the Kansas Department for Children and Families as Regional Refugee Coordinator and Program Consultant for Employment Service Provider Agreement. Lado currently leads Maine Center for Clean Elections voter engagement and advocacy work in immigrant and low-income communities. In addition, Lado has extensive experience in managing his own and others property, responsible for leasing/renting and maintaining apartment units and finding tenants for vacant units. Another one of his many interests is seeking solutions to the high cost of housing for working people. This has led

him to form the Immigrant Housing Coalition where he has Identified policy gaps in developing affordable housing in Maine. He brings his expertise to the Greater Portland Community Land Trust to help us develop workforce housing for ownership.

Education: University of Southern Maine- Bachelor of Arts
University of New Hampshire- Master of Arts

James Devine

Jim is a retired master electrician and licensed carpenter. He has served as an Advocate for Homeless Voices for Justice for over ten years and collaborates with local housing organizations to gain a better understanding of potential solutions for housing opportunities for all. He is a Board Member of Pine Tree Legal.

Zachary Barowitz (Assisting GPCLT Board of Directors)

Zack Barowitz is a residential property manager of over 350 units in the Portland. He specializes in Homeowner/Condominium association management where he provides guidance and execution on budgeting, reserve funding, maintenance, governance, conflict resolution, insurance, and day to day operations for 26 HOAs. Zack onboarded recent projects (Joy Place -12 condo units and West End Place - 39 residential units + 2 commercial) from pre-construction, construction, handover, punch list & warranty, to functioning HOA/rental property. He has over a decade of work in the trades, holds certification as a Manager of Community Associations through the Community Association Institute, and a Master's in Urban Design.

Education: Brandeis University- Bachelor of Arts
Newcastle University in the UK- Master of Arts in Urban Design
Professional Qualifications- Certified as a Manager of Community Associations through the Community Association Institute

Attachment H – Proposal Signature Page
and Signed Addenda 1-4

PROPOSAL

NOTE: THIS PAGE IS TO BE COMPLETED AND RETURNED

The UNDERSIGNED hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, which it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same.

The UNDERSIGNED hereby declares that they have read and understand all conditions as outlined in the Request for Proposals, and that the proposal is made in accordance with same.

The UNDERSIGNED hereby declares that any person(s) employed by the City of Portland, Maine, who has direct or indirect personal or financial interest in this proposal or in any portion of the profits which may be derived therefrom has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a City employee who would be paid to perform services under this proposal. An example of an indirect interest would be a City employee who is related to any officers, employees, principal or shareholders of your firm or to you. If in doubt as to status or interest, please disclose to the extent known).

The proposer acknowledges the receipt of Addenda numbered: Addendum # 1, #2

COMPANY NAME: Greater Portland Community Land Trust (a 501(c)(3) nonprofit organization)

AUTHORIZED SIGNATURE:  DATE: 6/13/2020

PRINT NAME & TITLE: Scott Vonnegut, Chairman of Board of Directors, Greater Portland Community Land Trust

ADDRESS: 185 Edwards Street, Portland ME 04102

TELEPHONE: 704-650-9350

E-MAIL: svonnegut@outlook.com

FEDERAL TAX ID #: #02-02975

DUNS #: NA

STATE OF INCORPORATION Maine

(If incorporated in another State, businesses must be authorized to do business in the State of Maine.)

In your organizations preceding completed fiscal year, did the organization receive:

(1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; AND

(2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? ☐ Yes ☐ No

Does the public have access to information about the compensation of the executives in the organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (18 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☐ No

NOTE: All bids must bear the handwritten signature of a duly authorized member or employee of the organization making the bid. **This sheet must be signed and returned with the application package.**

CITY OF PORTLAND, MAINE

Request for Proposals for Development of City-Owned Property
Located at 21 Randall Street
RFP #20066

Current Date: April 23, 2020

The attention of firms submitting proposals for the work named in the above Invitation is called to the following modifications to the documents as were issued.

The items set forth herein, whether of clarification, omission, addition and/or substitution, shall be included and form a part of the Contractor's submitted material and the corresponding Contract when executed. No claim for additional compensation, due to lack of knowledge of the contents of this Addendum will be considered.

ALL BIDDERS ARE ADVISED THAT RECEIPT OF THIS NOTICE MUST BE DULY ACKNOWLEDGED ON THE BID PROPOSAL FORM OR BY THE INSERTION OF THIS SHEET, SIGNED, AND SUBMITTED WITH YOUR PROPOSAL.

**MATTHEW F. FITZGERALD
PURCHASING MANAGER**

Please see our response to a question received related to this RFP.

Receipt of **Addendum No. 1** to the City of Portland's **RFP #20066, Request for Proposals for Development of City-Owned Property Located at 21 Randall Street** is hereby acknowledged.

COMPANY NAME: GREATER PORTLAND COMMUNITY LAND TRUST

SIGNED BY: Scott Vonnegut DATE: 6/13/2020

PRINT NAME & TITLE: SCOTT VONNEGUT - CHAIRMAN, BOARD OF DIRECTORS

ADDRESS: 185 EDWARDS STREET, PORTLAND, ME 04102

ZIP CODE

CITY OF PORTLAND, MAINE

**Request for Proposals for Development of City-Owned Property
Located at 21 Randall Street
RFP #20066**

Question: *Can you tell us what the City considers is an affordable price for a housing unit for a household of four earning \$55,800 (60% of the AMI)? And what the City considers is an affordable price for a housing unit for a household of four earning \$111,600 (120 % of the AMI)?*

Please note: A four person household may live in a two, three or four-bedroom unit. Based on the 2020 Income Levels (Portland HUD Metro FMR Area) in which the 60% AMI for a household of four is \$60,540 and the 120% AMI for a household of four is \$121,080, and based on the assumptions the tax rate is 23.31, monthly utilities for a two bedroom unit (heat, cooking, hot water heating, water, sewage, other electrical) are \$250, \$328 for a three bedroom unit, and \$405 for a four bedroom unit, and a monthly HOA fee is not charged, the maximum sale prices are as follows:

60% AMI:

Two Bedroom- \$128,219
Three Bedroom- \$138,044
Four Bedroom- \$147,968

120% AMI:

Two Bedroom - \$262,939
Three Bedroom - \$289,566
Four Bedroom - \$316,326

The City webpage will be updated to reflect the FY 2020 Income Limits for Portland, ME HUD Metro FMR Area that were used in this quote.

CITY OF PORTLAND, MAINE

Request for Proposals for Development of City-Owned Property
Located at 21 Randall Street
RFP #20066

Current Date: May 28, 2020

The attention of firms submitting proposals for the work named in the above Invitation is called to the following modifications to the documents as were issued.

The items set forth herein, whether of clarification, omission, addition and/or substitution, shall be included and form a part of the Contractor's submitted material and the corresponding Contract when executed. No claim for additional compensation, due to lack of knowledge of the contents of this Addendum will be considered.

ALL BIDDERS ARE ADVISED THAT RECEIPT OF THIS NOTICE MUST BE DULY ACKNOWLEDGED ON THE BID PROPOSAL FORM OR BY THE INSERTION OF THIS SHEET, SIGNED, AND SUBMITTED WITH YOUR PROPOSAL.

**MATTHEW F. FITZGERALD
PURCHASING MANAGER**

Please see our response to a question received related to this RFP.

Receipt of **Addendum No. 2** to the City of Portland's **RFP #20066, Request for Proposals for Development of City-Owned Property Located at 21 Randall Street** is hereby acknowledged.

COMPANY NAME: GREATER PORTLAND COMMUNITY LAND TRUST

SIGNED BY: Scott Vonnegut DATE: 6/13/2020

PRINT NAME & TITLE: SCOTT VONNEGUT-CHAIRMAN, BOARD OF DIRECTORS

ADDRESS: 185 EDWARDS STREET, PORTLAND ME 04102

ZIP CODE

CITY OF PORTLAND, MAINE

**Request for Proposals for Development of City-Owned Property
Located at 21 Randall Street
RFP #20066**

1. Has the date for receiving proposals been changed or are they still due by 3:00 p.m. Tuesday, June 16, 2020?

No.

2. The soils report for the adjoining Portland Housing Authority Front Street project indicates contaminated soils. Does the City of Portland have a soils report or records indicating that the 21 Randall Street project has contaminated soils? If so can this information be provided to us?

The city has not undertaken any environmental investigation on this site.

3. If there are contaminated soils on the site, does the city have access to federal EPA or other funding to remediate the soils?

Regarding assessment for the other two properties, we are almost out of existing funds and our new \$250,000 of Assessment Funds will become available on Oct. 1, 2020 which is the beginning of the Federal fiscal year. However, we could use our Brownfields Closeout Funds If they were not tax acquired by the City, we may not be able to use our funds for more than Phase I ESAs as we'd likely be seen as responsible parties if they are contaminated. Again, GPCOG may be the source for Phase II Assessment Funds.

4. The RFP states "Other city financial incentives may be considered to support increase housing development opportunities or maximize the number of allowable housing units on the property". Would those financial incentives include:

- a) Assisting in paying the cost of remediating contaminated soil, if present?

See answer to #3 above

- b) Assisting in the rezoning the property from current R-5 zoning to R-6?

Yes.

- c) Financial assistance from the Housing Trust Fund or other sources from the City to develop affordable housing?

Financial assistance may be consider if funding is available.

5. The RFP indicate that housing units developed on the site must be affordable to households earning 60% to 120% of the area median income (AMI) Does the City have a price range in mind for these units?

Please see Section III. 1. In the RFP to find the definition of affordable; City staff will work with the successful bidder to determine allowable purchase price or monthly rent amount.

CITY OF PORTLAND, MAINE

Request for Proposals for Development of City-Owned Property
Located at 21 Randall Street
RFP #20066

Current Date: June 4, 2020

The attention of firms submitting proposals for the work named in the above Invitation is called to the following modifications to the documents as were issued.

The items set forth herein, whether of clarification, omission, addition and/or substitution, shall be included and form a part of the Contractor's submitted material and the corresponding Contract when executed. No claim for additional compensation, due to lack of knowledge of the contents of this Addendum will be considered.

ALL BIDDERS ARE ADVISED THAT RECEIPT OF THIS NOTICE MUST BE DULY ACKNOWLEDGED ON THE BID PROPOSAL FORM OR BY THE INSERTION OF THIS SHEET, SIGNED, AND SUBMITTED WITH YOUR PROPOSAL.

**MATTHEW F. FITZGERALD
PURCHASING MANAGER**

Please see our response to questions received related to this RFP.

Receipt of **Addendum No. 3** to the City of Portland's **RFP #20066, Request for Proposals for Development of City-Owned Property Located at 21 Randall Street** is hereby acknowledged.

COMPANY NAME: COOPERATED PORTLAND COMMUNITY LAND TRUST

SIGNED BY: Scott Vonnegut DATE: 6/13/2021

PRINT NAME & TITLE: SCOTT VONNEGUT - CHAIRMAN, BOARD OF DIRECTORS

ADDRESS: 135 EDWARDS STREET, PORTLAND, ME 04102

ZIP CODE

CITY OF PORTLAND, MAINE

Request for Proposals for Development of City-Owned Property
Located at 21 Randall Street
RFP #20066

QUESTIONS:

1. *Can you clarify if the sources of funding to assist in the development of the land have to be secured and in place by June 16th? Sources of subsidized funding appear to be the only way to make this development feasible.*

Sources of funding do not have to be secured, see Submission Information c); however, as indicated in the Readiness to Proceed section of the scoring, more points are available to projects that have secured sources of funding.

2. *Can you clarify how much funding is available through the following funding sources:*

Portland's Community Land Trust?

This is not a current funding source.

CDBG?

No CDBG funding will be available until the FY22 funding cycle which begins in October 2020.

HUD HOME funding?

\$493,265 is available through the HOME program; \$87,269 of that amount is reserved for Community Housing Development Organizations. The city's local Housing Trust Fund has \$1,073,700 available. Housing Trust Fund and HOME funds were made available through the Affordable Housing Development Application released on March 6 and is available on the city's website at <https://portlandmaine.gov/2449/Applications> . To date, the city has received three applications requesting a combined total of \$1,495,000 in financial assistance from the city.

CITY OF PORTLAND, MAINE

**Request for Proposals for Development of City-Owned Property
Located at 21 Randall Street
RFP #20066**

Current Date: June 9, 2020

The attention of firms submitting proposals for the work named in the above Invitation is called to the following modifications to the documents as were issued.

The items set forth herein, whether of clarification, omission, addition and/or substitution, shall be included and form a part of the Contractor's submitted material and the corresponding Contract when executed. No claim for additional compensation, due to lack of knowledge of the contents of this Addendum will be considered.

ALL BIDDERS ARE ADVISED THAT RECEIPT OF THIS NOTICE MUST BE DULY ACKNOWLEDGED ON THE BID PROPOSAL FORM OR BY THE INSERTION OF THIS SHEET, SIGNED, AND SUBMITTED WITH YOUR PROPOSAL.

**MATTHEW F. FITZGERALD
PURCHASING MANAGER**

Please see our response to questions received related to this RFP.

Receipt of **Addendum No. 4** to the City of Portland's **RFP #20066, Request for Proposals for Development of City-Owned Property Located at 21 Randall Street** is hereby acknowledged.

COMPANY NAME: GREATER PORTLAND COMMUNITY LAND TRUST

SIGNED BY: Scott Vonnegut DATE: 6/13/2020

PRINT NAME & TITLE: SCOTT VONNEGUT; CHAIR, BOARD OF DIRECTORS

ADDRESS: 185 EDWARDS STREET, PORTLAND, ME 04102

ZIP CODE

CITY OF PORTLAND, MAINE

**Request for Proposals for Development of City-Owned Property
Located at 21 Randall Street
RFP #20066**

QUESTIONS:

1. *The RFP states "4. Developments shall create housing options that are age inclusive." Please clarify what "age inclusive" means.*

The project cannot be restricted by age; for example only available to seniors age 55+.

2. *The RFP states under "Submission Information" that "Interested parties are asked to submit a concept development (including preliminary drawings) and a brief description of the project, no longer than two pages, to include the number and type of units, occupants (owners/renters) to be served, special features, the impact on the neighborhood and other ways the proposal meets the primary goals of the City." Do you mean the description of our project in words cannot exceed two pages and that we can have pages of drawings in addition to these two pages of text?*

Yes, that is what was meant.

3. *Can we have drawings on 11" x 17" pages that fold out of the 8^{1/2}" x 11" format of the rest of our proposal?*

Yes.

4. *Since City Hall is closed to the public, how should we submit our proposal?*

Sealed proposals shall be submitted electronically to biddropbox@portlandmaine.gov with the name of the Proposer, Contract Name and RFP number in the subject line will be received until 3:00 p.m., Tuesday, June 16, 2020 at which time they will be opened and read, or by submitting via USPS, UPS or FedEx to the City of Portland, Purchasing Rm. 103, 389 Congress St., Portland ME 04101. In-person submission is not currently allowed due to City Hall being closed to the public.

EXHIBIT C

Minimum Household Size and Maximum Allowable Rent or Purchase Price Calculation

The Minimum household size for a unit is based on the number of bedrooms in the unit, as set forth in the table below. The maximum allowable rent or purchase price for a unit is based on the minimum household size less other housing related expenses such as utilities, condominium/HOA fees, mortgage insurance, insurance or real estate taxes.

	Studio/One-Bedroom Unit	Two-Bedroom	Three-Bedroom	Four-Bedroom
Minimum Household Size	1	2	3	4

The monthly payment for a home ownership unit is based on 30% of gross monthly income for a household earning 110% of the Area Median Income (AMI) less housing related expenses.

The monthly payment for a rental unit is based on 30% of gross monthly income for a household earning 100% of the Area Median Income less housing related expenses.

For Example, utilizing 2020 AMI levels the maximum allowable monthly rent would be as follows:

Studio/One Bedroom Unit: $1/12(0.30 \times \$70,630) = \$1,765.75$ less housing related expenses

Two Bedroom Unit: $1/12(0.30 \times \$80,720) = \$2,018.00$ less housing related expenses

Three Bedroom Unit: $1/12(0.30 \times \$90,810) = \$2,270.25$ less housing related expenses

MEMORANDUM
City Council Agenda Item

FROM: Samara Ray
DATE: April 16, 2021
SUBJECT: Order 230-20/21 Approving the Application for Financing through the Land and Water Conservation Fund Act Re: Riverton Trolley Park - Sponsored by Jon P. Jennings, City Manager
SPONSOR: Jon Jennings, City Manager
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 5/3/2021

Final Action 5/3/2021

Can action be taken at a later date: No No, the grant deadline is 5/28/2021.

PRESENTATION: Ethan Hipple, Director of Parks, Recreation and Facilities will be present at the City Council meeting.

I. SUMMARY

The Parks, Recreation and Facilities Department is partnering with the Portland Parks Conservancy to apply for a federal Land and Water Conservation Fund grant (LWCF) for improvements to Riverton Trolley Park.

II. AGENDA DESCRIPTION

The Department of Parks, Recreation and Facilities is partnering with the Portland Parks Conservancy to apply for a Land and Water Conservation Fund (LWCF) federal grant for improvements to Riverton Trolley Park. This federal grant program requires local legislative body (City Council) pre-approval prior to submission. The grant would provide 50% of total project funds. The remaining 50% will be provided locally through future Capital Improvement Plan allocations (subject to approval) and/or private fundraising.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

The Parks, Recreation and Facilities Department is partnering with the Portland Parks Conservancy to apply for a federal Land and Water Conservation Fund grant (LWCF) for improvements to Riverton Trolley Park. The improvements would consist of trail enhancements, bike trails, seating areas, native tree and habitat plantings, river and water access, parking improvements, and interpretive signage. Final scope of the project is being informed by input from staff, current park users, community polling, and a public meeting.

If the LWCF grant funding is approved, a 1 to 1 local match is required. The match funding would be made up of a combination of CIP funds (pending Council approval) and private fundraising coordinated through the Portland Parks Conservancy.

The City has received and utilized LWCF grants for a number of park projects throughout various neighborhoods in the 1980's and 1990's and City staff have been working to resolve eligibility issues so that

we can once again utilize this important source of federal funding for local parks. Grants are capped at up to \$500,000 per recipient annually, so this is a significant funding source for communities that are working to improve their parks and trails.

One of the requirements for this federal grant is application pre-approval from the local legislative body (City Council). The action requested of the City Council is to approve of the following order so that staff may proceed with submitting this grant application.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

For the City of Portland to authorize the City Manager to apply, on behalf of Portland, for federal financing assistance under the provisions of the Land and Water Conservation Fund Act, Public Law 88-578 for the development of Riverton Trolley Park; and further authorize the City Manager to enter into the Land and Water Conservation Fund Project Agreement with the State subsequent to federal approval of the project.

V. FINANCIAL IMPACT

If this grant is approved, it will provide 50% of total project funds. The remaining 50% will be provided locally through future CIP allocations (subject to approval) and/or private fundraising.

If City tax appropriations are being used for all or part of the local share of the project cost, The City must raise the funds through Town Meeting or Council action, contingent on approval of federal funds.

The local sponsor is obligated to pay all costs of the project “up-front”. Therefore, there may be the need to authorize the borrowing of funds which will be repaid by federal reimbursement, contingent on approval of federal funds.

VI. STAFF ANALYSIS AND BACKGROUND

Staff believes this grant will allow the Parks, Recreation and Facilities Department to to make improvements at the Riverton Trolley Park. Improvements would consist of trail enhancements, bike trails, seating areas, native tree and habitat plantings, river and water access, parking improvements, and interpretive signage.

VII. RECOMMENDATION

Staff recommends that the City Council authorizes the City Manager to apply, on behalf of Portland, for federal financing assistance under the provisions of the Land and Water Conservation Fund Act.

VIII. LIST ATTACHMENTS

1. Approve Application for Federal Grant Funds for Riverton Trolley Park 5.3.2021
2. lwcf_stew_mechv2
3. Council Memo LWCF PreApproval 2021
4. Sample Project Agreement

Prepared by:

Samara Ray
Date: 4/16/2021

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

MARK DION (5)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER APPROVING THE APPLICATION FOR FEDERAL FINANCING THROUGH
THE LAND AND WATER CONSERVATION FUND ACT
RE: RIVERTON TROLLEY PARK**

ORDERED, that the application for federal financing under the provisions of the Land and Water Conservation Act, Public Law 88-578 for development of the Riverton Trolley Park is hereby approved; and

BE IT FURTHER ORDERED, that the City Manager is hereby authorized to enter into the Land and Water Conservation Fund Project Agreement with the State of Maine in substantially the form attached hereto upon federal approval of the Project; and

BE IT FURTHER ORDERED, that the City Manager or his or her designee is hereby authorized to execute the Grant Application and whatever other documents are necessary to effect the intent and purpose of this order.

1. Authorizing Application

To see if the City/Town will authorize the City Manager to apply, on behalf of the City/Town, for federal financing assistance under the provisions of the Land and Water Conservation Fund Act, Public Law 88-578 for the development of Riverton Trolley Park; and further authorize the City Manager to enter into the Land and Water Conservation Fund Project Agreement with the State subsequent to federal approval of the project.



protecting
places that
matter



Understanding the Land and Water Conservation Fund:

stewardship



Protecting Places That Matter

Since 1964, the Land and Water Conservation Fund has been an active partner with states and communities in creating places that really matter: playgrounds alive with kids, well-used baseball diamonds and soccer fields, peaceful picnic areas, safe paths for walking and cycling, fast-paced basketball courts, popular beaches and pools, and scenic state parks.

But America's most productive conservation partnership does even more. The benefits of the Land and Water Conservation Fund extend beyond park and recreation facility construction and open space acquisition. The Fund also plays a major stewardship role, ensuring the integrity and recreational quality of Fund-assisted parks and conservation lands, now and for future generations.

Protecting Our Parklands Forever

Stewardship responsibility for Fund-assisted state and local parks and recreation facilities is shared by the Land and Water Conservation Fund's three partners: the National Park Service, the States and local project sponsors. Local sponsors are responsible for site stewardship, including public access, safety and other basic maintenance. States are responsible for site stewardship at state parks and for conducting periodic site visits and working with local partners to ensure that Land and Water Conservation Fund stewardship goals are met. The National Park Service is charged with overall responsibility for protecting the integrity and recreational value of all state and local parks, lakes, trails, beaches, and conservation lands assisted by the Fund.

The Fund's most important tool for ensuring long-term stewardship is its "conversion protection" requirement. Administered by the National Park Service in cooperation with states, this requirement, Section 6(f)(3) of the Land and Water Conservation Fund Act, strongly discourages casual discards and conversions of state and local park and recreation facilities to other uses.

SEC. 6(f)(3) No property acquired or developed with assistance under this section shall, without the approval of the Secretary, be converted to other than public outdoor recreation uses. The Secretary shall approve such conversion only if he finds it to be in accord with the then existing statewide outdoor recreation plan and only upon such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location.



promoting healthy communities since 1964

The Land and Water Conservation Fund is the premier state and federal partnership for community recreation and open space in the United States. Established by Congress in 1964 "...to strengthen the health and vitality of the citizens of the United States..." (Public Law 88-578), the Fund has successfully conserved several million acres of open space and has helped create state and local park and recreation facilities – approximately 39,000 funded projects – in virtually every county in the nation.



Understanding Conversion Protection

The Fund's conversion protection language is firm. It does recognize, however, that changes in land use or in the public's recreation preferences may render the recreational value of some Fund-assisted parks obsolete, especially in urban areas experiencing rapid change. At the same time, it carefully ensures that any changes or conversions from recreation use will bear an equivalent cost – a cost that guarantees that our nation's past investments in its treasured recreation and open space resources will be honored. Conversion protection is also comprehensive – even a relatively small grant (e.g., for development of a picnic shelter) can confer coverage to the larger park.

Within the context of the entire program, conversions to non-recreation uses are relatively rare. The National Park Service estimates that less than 3% of all projects assisted by the Fund have been submitted for conversion.

In many of the cases where state or local governments consider a possible conversion, the requirement to replace a site with property of "at least equal fair market value and of reasonably equivalent usefulness and location", combined with the required environmental review, serves as a simple and effective deterrent. Here is a typical example:

In the early 1990s, the City of Bellingham (WA) initiated planning for a new public art facility and considered the feasibility of using a portion of its Maritime Heritage Center, a Land and Water Conservation Fund-assisted park, as a potential site. The Maritime Heritage Center offers fishing access to Whatcom Creek, walking paths with interpretive displays on maritime and city history, picnicking areas, and views of Bellingham Bay. However, because of the site's anti-conversion protection, the city was encouraged to explore alternate sites and ultimately decided to build the art center at another downtown location.

Balancing Community Needs

Clearly, change is inevitable and sometimes – when all other alternatives have been carefully reviewed – conversions are deemed both necessary and desirable. Common factors contributing to a conversion are: mandated improvements to transportation (e.g., highway widenings) and water treatment facilities, changing demographics leading to obsolete recreation facilities, and negative impacts from adjacent land use. In addition, there are certain exceptions to the conversion restriction, such as the installation of an underground utility, where the change does not impact recreation use. Another possible exception (subject to concurrence by the National Park Service and the State) is the addition of a public facility which enhances and supports the site’s primary outdoor recreation use.

When conversions are approved, the goal is always a “win-win” solution, balancing the needs of recreation and open space with other community needs. However, like any local or regional issue involving a change to public facilities, conversions occasionally attract controversy. The conversion process (which is set forth in Title 36, Part 59.3 of the Code of Federal Regulations) includes a comprehensive review of key issues relating to recreation access and use, land valuation, and an assessment of its impact on the environment. The process takes time – from six months to more than a year depending on the complexity of the conversion and the replacement site – and is subject to concurrence by the State and the National Park Service. Approval is not automatic. However, successful conversions can be found in every State. Here are four representative examples:

South Main Park, Springfield, Tennessee

The City of Springfield wanted to convert three small urban parks and replace them with a single larger park that would better serve the recreation needs of the community. The parks – Indian Hills, 15th Avenue and Sleepy Hollow – were receiving limited use due to changing demographics in the areas they once served. The replacement site – South Main Park – provided a great opportunity to enhance recreation facilities. South Main Park is not only larger and more conveniently located, it also has expansion potential.

Initially, city representatives expressed concern about the extensive review required by the conversion process. However, once they understood the principles underlying the Land and Water Conservation Fund's conversion protection, they engaged fully in the process, in cooperation with the State of Tennessee and the National Park Service.



Riverfront Park, Evansville, Indiana

Riverfront Park languished when an economic slump in the early 1990s significantly reduced commercial activity in downtown Evansville. In 1995 the City reached an agreement with a private corporation for use of half of Riverfront Park's 4 acres as the docking site for a casino boat and support facilities. With the City retaining ownership of the entire park, the private developer committed \$3.5 million to enhance public recreation facilities on the unaffected 2 acres, plus \$1 million annually for use of the park property. Park improvements include an amphitheater, boardwalks, river overlooks, and fishing access to the Ohio River.

The City also received 55 acres located in three growing neighborhoods that had long been sought as desirable additions to the park system. These replacement properties included an urban wetland, a greenspace located along the city's recreation trail, and new soccer fields.

Sand Creek Golf Course, Idaho Falls, Idaho

In the 1990's, population growth in the City of Idaho Falls exerted pressure for new housing in the neighborhood adjacent to the Sand Creek Golf Course, originally developed with an LWCF grant in 1972. A small portion of the park property adjacent to the golf course and protected by section 6(f) was needed before residential development could occur. The City proposed trading that parcel for two parcels owned by the private developer, one to be developed into a neighborhood park and the other for a pedestrian/bicycle path connecting to a major bike path network.

The golf course remains a viable recreation area large enough to sustain all previous activities, the city gained land for a new park and bike path in an area deficient of recreation opportunities, and new housing became available to residents of Idaho Falls. The solution was satisfactory to all interests.



Lone Pine Wildlife Area, Larimer County, Colorado

In 1978, the Lone Pine Wildlife Area was acquired with Land and Water Conservation Funding as critical wildlife habitat on the rapidly developing foothills of the Colorado Rocky Mountains. In 2000, a unique opportunity arose for the Colorado Division of Wildlife to acquire a private ranch which joined Lone Pine and a nearby wildlife area. In exchange for 320 acres within the Lone Pine Wildlife Area, the Division of Wildlife received title to a 720-acre ranch.

This land exchange resulted in the consolidation of over 15,700 acres of contiguous wildlife area, which contains Mountain Mahogany scrubland and riparian foothill habitats. The area provides wintering range for elk, deer, and bighorn sheep as well as critical habitat for the endangered Prebel's Meadow Jumping Mouse.

For more information about the Land and Water Conservation Fund or if you have specific concerns about threats to a park area that may be under the stewardship of the Land and Water Conservation Fund, please contact the state agency representative listed at www.nps.gov/lwcf. The states can help determine if federal or similar state protections apply. Additional information on the Land and Water Conservation Fund can be obtained from the National Park Service offices listed on this website.

The National Park Service also manages two other assistance programs with similar stewardship responsibilities and protections: the Federal Lands to Parks surplus property and Urban Park and Recreation recovery grant programs. Information on these and other recreation assistance programs can be found at www.nps.gov/ncrc.

The Land and Water Conservation Fund: an Active Partner with States and

communities



original logo



updated logo

A New Look: Land and Water Conservation Fund support is usually acknowledged by a sign displayed at the site, often accompanied by the Fund's old logo. In 2002, the logo was updated to celebrate the Fund's enduring federal, state and local partnership.



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

TO: Mayor Kate Snyder and Portland City Council
FROM: Ethan Hipple, Director of Parks, Recreation & Facilities
SUBJECT: Council Pre-Approval for Land and Water Conservation Fund Grant Application
DATE: 4/16/21

To Mayor Snyder and Portland City Councilors,

The Parks, Recreation and Facilities Department is partnering with the Portland Parks Conservancy to apply for a federal Land and Water Conservation Fund grant (LWCF) for improvements to Riverton Trolley Park. The improvements would consist of trail enhancements, bike trails, seating areas, native tree and habitat plantings, river and water access, parking improvements, and interpretive signage. Final scope of the project is being informed by input from staff, current park users, community polling, and a public meeting.

If the LWCF grant funding is approved, a 1 to 1 local match is required. The match funding would be made up of a combination of CIP funds (pending Council approval) and private fundraising coordinated through the Portland Parks Conservancy.

The City has received and utilized LWCF grants for a number of park projects throughout various neighborhoods in the 1980's and 1990's and City staff have been working to resolve eligibility issues so that we can once again utilize this important source of federal funding for local parks. Grants are capped at up to \$500,000 per recipient annually, so this is a significant funding source for communities that are working to improve their parks and trails.

One of the requirements for this federal grant is application pre-approval from the local legislative body (City Council). The action requested of the City Council is to approve of the following order so that staff may proceed with submitting this grant application:

1. Authorizing Application

To see if the City/Town will authorize the City Manager to apply, on behalf of the City/Town, for federal financing assistance under the provisions of the Land and Water Conservation Fund Act, Public Law 88-578 for the development of Riverton Trolley Park; and further authorize the City Manager to enter into the Land and Water Conservation Fund Project Agreement with the State subsequent to federal approval of the project.

2. Appropriation of local funds

If City tax appropriations are being used for all or part of the local share of the project cost, The City must raise the funds through Town Meeting or Council action, contingent on approval of federal funds.

3. Authorization to borrow the necessary funds from time to time to cover anticipated reimbursement.

The local sponsor is obligated to pay all costs of the project "up-front". Therefore, there may be the need to authorize the borrowing of funds which will be repaid by federal reimbursement, contingent on approval of

federal funds.

Thank you for your consideration.

Ethan Hipple

Ethan Hipple

Director, Parks, Recreation and Facilities Department

212 Canco Rd, Suite A

Portland, Maine 04103

207-808-5400

ehipple@portlandmaine.gov

APPENDIX C – Sample Project Agreement (PA)

**STATE OF MAINE
DEPARTMENT OF CONSERVATION
BUREAU OF PARKS AND LANDS
LAND & WATER CONSERVATION FUND
PROJECT AGREEMENT**

Political Subdivision: _____ Town of _____

Project Title: _____

Project Period: _____

Project Number: 23-00

Project Scope:

Project Costs: Total \$ 0.00

Federal: \$ 0.00

Local: \$ 0.00

THIS AGREEMENT is hereby made between the STATE OF MAINE, by and through the BUREAU OF PARKS & LANDS, hereinafter called the State, and the **Town of** _____, hereinafter called the Recipient.

WITNESS:

WHEREAS, the United States of America, represented by the Director, National Park Service, United States Department of the Interior, and the State of Maine have entered into an agreement (which, with its attachments and all regulations and provisions incorporated therein, is hereinafter referred to as the Project Agreement) pursuant to the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964) providing for the acquisition and/or construction of the above described project (hereinafter referred to as the Project), for the benefit of the Recipient, and,

WHEREAS, the Project Agreement between the United States of America and the State imposes responsibilities upon the State which the State has assured the United States of America will apply to the Recipient and which the Recipient agrees to perform;

NOW, THEREFORE, for valuable considerations, the State and the Recipient agree as follows:

1. The Project Agreement is hereby attached and made a part of the Agreement, and the Recipient hereby agrees to discharge, perform, and fully satisfy all provisions of the Project Agreement directly or indirectly applicable to the Recipient, and the Recipient further agrees that it shall not, through any act or omission, violate any provision of the Project Agreement.

2. In connection with all phases of the Project, including all work to be performed in the development thereof, the Recipient agrees as follows:

A. The Recipient shall comply with the provisions of the Uniform Relocation and Real Property Acquisition Policies act of 1970 (P.L. 91-646 84 Stat. 1894) including amendments thereto and regulations thereunder, as provided in 1 M.R.S.A 901 et seq.

B. The Recipient agrees to execute and complete the Project in strict accordance with the above referenced Project Scope and the other terms and conditions hereof. Subsequent to this Agreement, any change in the use or any substantial change in the design or arrangement of the Project must have the prior written approval of the State and the National Park Service of the U.S. Department of the Interior.

C. The Recipient shall not advertise any work on the Project for bidding, enter into any contract for work to be performed, or undertake any work on the Project unless and until the Recipient shall have submitted reasonably detailed plans and specifications for the Project to the State for approval and shall have received written approval of the State.

D. All contracts for work on the Project shall be awarded through competitive bidding and shall be subject to prior approval of the state.

E. The Recipient shall establish a separate account for all funds received and expended in connection with the Project and shall preserve (and permit inspection of) such financial records until an audit is made by the United States Government, but in no case for less than three (3) years following the completion of the Project.

F. The eligibility for reimbursement by the State of any cost incurred or proposed to be incurred in connection with the Project shall be determined by the State Liaison Officer in accordance with the criteria set forth in the National Park Service Manual and any replacements or amendments thereto.

G. The Recipient agrees to repay any funds received for costs determined to be non-allowable by a post audit of the Project account.

3. The Recipient agrees that it shall, at its sole cost and expense, retain title to and management over all land acquired and improvements thereon developed in connection with the Project (such land and improvements hereinafter referred to as the Facilities) and operate the Facilities in a first-class manner for the use of the general public for the lifetime of the Facilities. Without limitation of the foregoing, the Recipient shall, at its sole cost and expense, comply with the following particular requirements:

A. The Recipient shall own and operate the Facilities and shall not sell, assign, transfer, lease, encumber or create or suffer any lien upon, the Facilities or any part thereof. The Facilities shall at all times be used exclusively for public outdoor recreation in accordance with the terms of this Agreement, unless prior written approval of any change of use is obtained from the State and the National Park Service. The Facilities shall be kept open to the public at reasonable hours and times of the year consistent with the types of recreational opportunities offered therein, and shall be open to use and entry by all members of the public, regardless of race, color, creed, national origin, sex or place of residence, who are eligible according to reasonable rules and regulations for the use of the facilities adopted by the Recipient in accordance with the Project Agreement.

B. The Facilities shall be operated and maintained to present an attractive and inviting appearance to the public to the satisfaction of the State Liaison Officer. The Recipient shall provide and maintain adequate sanitation and sanitary facilities and all the Facilities shall be maintained and operated in accordance with the applicable Federal, State and Local laws, ordinances, codes, rules, regulations, and standards. The Recipient shall keep the facilities safe for public use in good, operable condition and repair.

4. Upon request of the State, the Recipient shall, at its own cost and expense, keep any building, improvements or equipment, as designated by the State, forming part of the Facilities, insured against loss or damage by fire, lightning, vandalism, malicious mischief, theft, and such other risks as may be included in the broadest form of extended coverage available in an amount determined from time to time by the State to the full insurable value thereof.

5. Upon request of the State, the Recipient shall, at its own cost and expense, provide and keep in force comprehensive general public liability insurance against claims for personal injury, death or property damage occurring on, in or about the Facilities, or respecting the use of any vehicle or equipment used by

the Recipient in connection with the Project or the Facilities, such insurance to be in form and amount determined from time to time by the State.

6. All insurance provided by the Recipient pursuant to this Agreement shall be carried by responsible companies satisfactory to the State. Certificates evidencing such policies shall be furnished to the State and shall require thirty (30) days prior written notice to the State of any cancellation or modification thereof.

7. The Recipient understands and agrees that be executing this Agreement and receiving the benefits hereof, it is irrevocably binding itself to operate, maintain, and care for the Facilities, all at its sole cost and expense, and in accordance with the Provisions of this Agreement. If the Recipient fails to fulfill any of its obligation hereunder, including without limitation of those relating to the operation, insurance, maintenance, and repair of the Facilities, the State may, at its election, in addition to other rights it may have hereunder or at law or in equity, operate and insure the Facilities, provide such maintenance and repairs and/or otherwise perform the obligations of the Recipient for and on account of the Recipient, in which event any amounts so expended by the State shall become an amount due and payable by the Recipient to the State and the Recipient shall promptly reimburse the State for all such amounts. If the Recipient fails to make such payment promptly upon request, the State may withhold all or any part of any other monies which may be payable to the Recipient under other State programs, by invoking the provisions of 5 M.R.S.A. #113 or otherwise.

8. The Recipient shall post in a prominent place on the Facilities, and shall maintain in good condition, a sign, approved by the State, giving public acknowledgment of assistance from the Land and Water Conservation Fund.

9. The Project and the Facilities, and all records pertaining thereto, shall at all reasonable times be open and available for inspection by the State, its agents and designees.

10. The Recipient shall indemnify, defend, and save the State harmless from and against any and all claims, expenses, damages, injuries, liabilities and costs (including reasonable attorneys' fees and court costs) arising out of or in any way in connection with the construction, operation, use, or maintenance of the Project and the Facilities or any accident or occurrences therein or thereon.

11. The provisions of 5 M.R.S.A #784(2), regarding nondiscrimination in employment, are hereby incorporated into this Agreement by reference as if the same were set out in full herein.

12. The following terms and conditions are made a part of this Agreement:

a. The conversion restrictions of Sec. 6.f. of the Land and Water Conservation Fund Act apply to that area shown on the attached Project Area Map. Specifically, the LWCF Act states in Section 6(f)(3), as amended, "no property acquired or developed with assistance under this section, shall, without the approval of the Secretary (of the Interior), be converted to other than public outdoor recreation uses."

b. The project site shall be adequately signed to indicate that it is a public recreation facility.

c. The State will turn over to the **Town of** all funds granted hereunder upon submission of approved reimbursement request(s).

d. The **Town of** will post and maintain on site all signs required under the Land and Water Conservation Fund Act, including but not limited to, acknowledgement of LWCF assistance and Title VI of the Civil Rights Act.

e. The **Town of** will submit Project Inspection Reports every five (5) years commencing five (5) years from the date of project close-out (final project reimbursement).

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized agents, executed this Agreement as of the date entered below.

Date: _____

STATE OF MAINE

By: _____

Title: State Liaison Officer

RECIPIENT

Sponsor: Town of

By: _____

Typed/Printed Name

Title: _____

**UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
LAND AND WATER CONSERVATION FUND PROJECT AGREEMENT**

State:
Maine

Project Number:
23-

Project Title:

Period:

Project Stage Covered by this Agreement:

Scope (Description of Project):

Project Cost:

Total Cost \$ 0.00

(Fund amt. not to exceed 50% of total)
attachments

Fund (LWCF) Amount \$ 0.00

Cost of this Stage \$ 0.00

The following are hereby
incorporated into this
agreement:

1. General Provisions
2. LWCF Grants Manual (NPS-34)
3. Project Application and
4. OMB Circular A-102
5. Title 43, Code of Federal
Regulations
- 6.

NPS 10-902 (March 1995)

The United States of America, represented by the Director, National Park Service, United States Department of the Interior, and the State named above (hereinafter referred to as the State), mutually agree to perform this agreement in accordance with the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964), the provisions and conditions of the Land and Water Conservation Fund Grants Manual, and with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, assurances, and certifications attached hereto or retained by the State and hereby made a part hereof.

The United States hereby promises, in consideration of the promises made by the State herein, to obligate to the State the amount of money referred to above, and to tender to the State that portion of the obligation which is required to pay the United States' share of the costs of the above project stage, based upon the above percentage of assistance. The State hereby promises, in consideration of the promises made by the United States herein, to execute the project described above in accordance with the terms of this agreement.

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

1. All federal, state and/or local permits will be required prior to renovation/construction.

In witness whereof, the parties hereto have executed this agreement as of the date entered below.

THE UNITED STATES OF AMERICA

STATE

By _____
(Signature)

_____ Maine

National Park Service
United States Department
of the Interior

By _____
(Signature)

(Name)

Date _____

_____ Alt. State Liaison Officer
(Title)

**LAND AND WATER CONSERVATION FUND
PROJECT AGREEMENT GENERAL PROVISIONS**

Part I - Definitions

- A. The term "NPS" or "Service" as used herein means the National Park Service, United States Department of the Interior.
- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Manual" as used herein means the Land and Water Conservation Fund Grants Manual (NPS-34).
- D. The term "project" as used herein means a single project, a consolidated grant, a project element of a consolidated grant, or project stage which is subject to the project agreement.
- E. The term "State" as used herein means the State or Territory which is a party to the project agreement, and, where applicable, the political subdivision or public agency to which funds are to be transferred pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the recipient political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it is to apply solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.
- F. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

Part II - Continuing Assurances

The parties to the project agreement specifically recognize that the Land and Water Conservation Fund assistance project creates an obligation to maintain the property described in the project agreement consistent with the Land and Water Conservation Fund Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of assistance will use moneys granted hereunder for the purposes of this program, and that assistance granted from the Fund will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation. It is intended by both parties hereto that assistance from the Fund will be added to, rather than replace or be substituted for, State and local outdoor recreation funds.

- A. The State agrees, as recipient of this assistance, that it will meet the following specific requirements and that it will further impose these requirements, and the terms of the project agreement, upon any political subdivision or public agency to which funds are transferred pursuant to the project agreement. The State also agrees that it shall be responsible for compliance with the terms of the project agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply with the terms of this agreement.
- B. The State agrees that the property described in the project agreement and the signed and dated project boundary map made part of that agreement is being acquired or developed with Land and Water Conservation Fund assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The Secretary shall approve such conversion only if it is found to be in accord with the then existing comprehensive statewide outdoor recreation plan and

only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location. This replacement land becomes subject to Section 6(f)(3) protection. The approval of a conversion shall be at the sole discretion of the Secretary, or his designee. Prior to the completion of this project, the State and the Director may mutually alter the area described in the project agreement and the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded Section 6(f)(3) protection as Fund reimbursement is provided.

In the event the NPS provides Land and Water Conservation Fund assistance for the acquisition and/or development of property subject to reversionary interests with full knowledge of those reversionary interests, conversion of said property to other than public outdoor recreation uses as a result of such reversionary interest being exercised is approved. In receipt of this approval, the State agrees to notify the Service of the conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions. The State further agrees to effectuate such replacement within a reasonable period of time, acceptable to the Service, after the conversion of property takes place. The provisions of this paragraph are also applicable to: leased properties acquired and/or developed with Fund assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the Service; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the Service.

- C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement. The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement.
- D. The State agrees to comply with the policies and procedures set forth in the Land and Water Conservation Fund Manual. Provisions of said Manual are incorporated into and made a part of the project agreement.
- E. The State agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by Manual requirements.
- F. The State agrees that a permanent record shall be kept in the participant's public property records and available for public inspection to the effect that the property described in the scope of the project agreement, and the signed and dated project boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary of the Interior.
- G. Nondiscrimination
 - 1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in the Civil Rights Assurance appearing at Part III-I herein.
 - 2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in the Manual.

Part III - Project Assurances

A. Applicable Federal Circulars

The State shall comply with applicable regulations, policies, guidelines and requirements including OMB Circular A-102 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments), 43 CFR Part 12 (Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior), A-87 (Cost Principles for State and Local Governments), and A-133 (Audits of State and Local Government) as they relate to the application, acceptance and use of Federal funds for this federally assisted project.

B. Project Application

1. The Application for Federal Assistance bearing the same project number as the agreement and associated documents is by this reference made a part of the agreement.
2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
3. The State has the ability and intention to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

C. Project Execution

1. The project period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination. For project elements added to a consolidated grant, the project period will begin on the date the project element is approved.
2. The State shall transfer to the project sponsor identified in the Application for Federal Assistance or the Description and Notification Form all funds granted hereunder except those reimbursed to the State to cover administrative expenses.
3. The State will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be prosecuted to completion with reasonable diligence.
4. The State will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480) and DOI Section 504 Regulations (43 CFR Part 17). The State will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
5. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
6. In the event the project covered by the project agreement, including future stages of the project, cannot be completed in accordance with the plans and specifications for the project; the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or his designee.

7. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.

8. The State will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.

9. The State will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution, and Executive Order 11990 relating to the protection of wetlands.

10. The State will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

11. The State will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities, pursuant to 40 CFR, Part 15.20 and that it will notify the NPS of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be utilized in the project is under consideration for listing by the EPA. The State agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970. The State further agrees to insert this clause into any contract or subcontract in excess of \$100,000.

12. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

13. The State will comply with Executive Order 12432, "Minority Business Enterprise Development as follows:

(1) Place minority business firms on bidder's mailing lists.

(2) Solicit these firms whenever they are potential sources of supplies, equipment, construction, or services.

(3) Where feasible, divide total requirements into smaller needs, and set delivery schedules that will encourage participation by these firms.

(4) For any project involving \$500,000 or more in grant assistance (except for projects involving acquisition only) the State or recipient shall submit, prior to the commencement of construction and every fiscal year quarter thereafter until project completion, reports documenting the efforts to hire minority business firms. These reports, SF 334, will be submitted one month following the end of each fiscal quarter (i.e., January 31, April 30, July 31, and October 31) to the appropriate National Park Service Regional Office.

(5) The Department of the Interior is committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.

The National Park Service Regional Offices will work closely with the States to ensure full compliance and that grant recipients take affirmative action in placing a fair share of purchases with minority business firms.

14. The State will comply with the intergovernmental review requirements of Executive Order 12372.

D. Construction Contracted for by the State Shall Meet the Following Requirements:

1. Contracts for construction shall comply with the provisions of 43 CFR Part 12 (Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior).

2. No grant or contract may be awarded by any grantee, subgrantee or contractor of any grantee or subgrantee to any party, which has been debarred or suspended under Executive Order 12549. By signing the LWCF agreement, the State certifies that it will comply with debarment and suspension provisions appearing at Part III-J herein.

2. In accordance with the "Stevens Amendment" (to Section 623 of the Treasury, Postal Service and General Government Appropriations Act), for procurement of goods and services (including construction services) having an aggregate value of \$500,000 or more, the amount and percentage (of total costs) of federal funds involved must be specified in any announcement of the awarding of a contract.

E. Retention and Custodial Requirements for Records

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained in accordance with 43 CFR Part 12 for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.

2. The retention period starts from the date of the final expenditure report for the project or the consolidated project element.

3. State and local governments are authorized to substitute microfilm copies in lieu of original records.

4. The Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the State and local governments and their subgrantees which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.

F. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the Service.

2. The State may unilaterally terminate the project or consolidated project element at any time prior to the first payment on the project or consolidated project element. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement.

3. The Director may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the Service under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.

4. The Director or State may terminate grants in whole, or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the noncancelable obligations, properly incurred by the grantee prior to termination.

5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the National Park Service be returned.

G. Lobbying with Appropriated Funds

The State must certify, for the award of grants exceeding \$100,000 in Federal assistance, that no Federally appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding, extension, continuation, renewal, amendment, or modification of this grant. In compliance with Section 1352, title 31, U.S. Code, the State certifies, as follows:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required

certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

H. Provision of a Drug-Free Workplace

In compliance with the Drug-Free Workplace Act of 1988 (43 CFR Part 12, Subpart D), the State certifies, as follows:

The grantee certifies that it will or continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of a grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The State must include with its application for assistance a specification of the site(s) for the performance of work to be done in connection with the grant.

I. Civil Rights Assurance

The State certifies that, as a condition to receiving any Federal assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears on the grant agreement and who is authorized to sign on behalf of the Applicant.

J. Debarment and Suspension

Certification Regarding Debarment, Suspension and Other
Responsibility Matters - Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The State further agrees that it will include the clause "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" appearing below in any agreement entered into with lower tier participants in the implementation of this grant. Department of Interior Form 1954 (DI-1954) may be used for this purpose.

Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this application that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: April 20, 2021

SUBJECT: Order 231-20/21 Extending the Emergency Resolution to November 1, 2021 -
Sponsored by Kate Snyder, Mayor

SPONSOR:

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

Final Action

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

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

I. SUMMARY

II. AGENDA DESCRIPTION

This order extends the Emergency Proclamation and associated provisions to November 1, 2021. Street closures in particular, among other modified regulations, have been found to greatly assist the restaurant businesses enjoying greater outdoor space for their businesses. This order keeps that in place through much of the fall.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

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

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order Extending the Emergency Proclamation to November 1, 2021 5.3.2021

Prepared by:

Date: 4/20/2021

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

MARK DION (5)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER EXTENDING
THE EMERGENCY PROCLAMATION TO NOVEMBER 1 2021**

ORDERED , that the Proclamation Declaring the Continued State of Emergency and Requirement to Stay at Home, issued by the City Manager Jon P. Jennings on March 24, 2020, and renewed, extended, and amended by the Portland City Council on March 30th, April 13th and April 27th, 2020, repealed with certain provisions retained on May 4, 2020, amended and extended as Order 177-19/20, amended and extended as Order 10-20/21 to September 9, 2020, amended and extended as Order 85-20/21 on September 9, 2020 to October 19, 2020, amended and extended to January 4, 2021 by Order 114-20/21, and amended and extended to May 10, 2021 by Order 191-20/21 is hereby amended to extend the State of Emergency to November 1, 2021; and

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

EMERGENCY PROCLAMATION

WHEREAS, the outbreak of novel coronavirus disease 2019 (“COVID-19”), a respiratory illness, first detected in Wuhan City, Hubei Province, China, continues to spread among to individuals in a a growing number of international locations, including the United States; and

WHEREAS, on January 31, 2020, the United States Secretary of Health and Human Services announced a nationwide public health emergency to respond to COVID- 19; and

WHEREAS, on March 11, 2020, the World Health Organization (the “WHO”) declared that global health crisis involving COVID-19 is a pandemic; and

WHEREAS, on March 12, 2020, the State of Maine identified and confirmed its first case of COVID-19; and

WHEREAS, on March 13, 2020, the City of Portland, Maine identified and confirmed its first case of COVID-19; and

WHEREAS, on March 16, 2020, the City of Portland declared an emergency and issued an emergency proclamation wherein in, among other things, restaurants and bars were to be closed for in-person gatherings and only open for take-out dining; and

WHEREAS, COVID-19 has been detected in millions of people worldwide and is primarily spread from person to person; and

WHEREAS, COVID-19 is easily transmitted, especially in group settings, and it is essential that the spread of the virus be slowed to protect the ability of public and private health care providers to handle the influx of new patients and safeguard public health and safety; and

WHEREAS, on April 14, 2021 Governor Mills extended the Maine Proclamation of the State of Emergency for another 30 days through to May 13, 2021, when it is likely that the State of Emergency will be extended;

WHEREAS, the Portland City Council deems it proper and necessary to temporarily suspend certain provisions of the Portland City Code of Ordinances relating to traffic, outdoor dining and retail service, and parking in City streets for the purposes of allowing businesses to reopen or continue operating without undue hardship while also maximizing physical distancing;

NOW THEREFORE, BE IT ORDERED, that the Mayor and City Council of the City of Portland, do hereby declare and order as follows:

1. A civil state of emergency continues to exist within the City of Portland.
2. This Proclamation is issued in accordance with, and hereby incorporates by reference, Governor Mills' FY 19/20 Executive Order Numbers 14, 19, 28, 34, 49, 50, 53, 55, 56, and 57, and FY 20/21 Executive Orders 1 to 19, as amended from time to time, and any other Executive Orders hereinafter issued by the Governor relating to Covid-19 and that, by their terms, are applicable to individuals and businesses within the City of Portland, and any interpretive guidance issued by the State regarding those Orders including, but not limited to, the implementation of the State's Restarting Plan, which are all also hereby incorporated into this Order by this reference.
3. The laws and rules outlined in the Land Use Code, including, but not limited to, the Site Plan, Subdivision, Historic Preservation Ordinance, and other procedures applicable to the City planning and land use application and review processes contained in Chapter 14, to the extent they impose limitations on the amount of time permitted for the holding of public hearings, the certification of applications, the holding of neighborhood meetings, the submission of recommendations, any required or necessary voting, the taking of final actions, and the issuance of determinations, are suspended, and any such time limitations are tolled for the duration of this Proclamation.
4. The neighborhood meetings required in Chapter 14 of the City Code may be conducted by an applicant remotely through telephonic, video, electronic or other similar means of remote participation under the following conditions:
 - A. Notice of the neighborhood meeting has been widely given to the parties required by the City's code to receive notice by electronic, telephonic, or other means and includes the method by which the public and interested parties may attend;
 - B. The applicant and all individuals speaking on behalf of the applicant in the remote meeting are able to hear and speak during the meeting and members of the public attending the remote meeting are able to hear the applicant and its representatives; and

- C. Members of the public attending the remote meeting are able to participate through telephonic, video, electronic or other similar means of remote participation.
5. For the duration of this Proclamation, unless earlier rescinded by the City Council, the City Manager may suspend, by written agreement with a person, entity, or service provider providing emergency and essential services, suspend the rules and laws relating to Buildings and Building Regulations (Chapter 6), Licenses and Permits (Chapter 15), and Fire Prevention and Protection (Chapter 10) for all projects or properties undertaking temporary emergency and essential services during the duration of the declared State and City State of Emergency. Any agreement shall outline programmatic details and demonstrate, to the Manager's satisfaction, that the property and land use being undertaken meets minimum life safety requirements and that the suspension of the rules and laws suspended hereunder and otherwise applicable will not unduly impact the health and safety of the public.
 6. No City-issued permit, license, application, or appeal shall be considered granted, approved or denied, constructively or otherwise, due to a failure of the permit granting authority to act within the time required by a City ordinance, bylaw, rule or regulation; provided, however, that the permit granting authority acts within 45 days of the termination of this Proclamation; provided, however, that the applicant and Permit Granting Authority may agree to alternative timing in writing.
 7. This Order is enacted as an emergency, and shall remain in effect through November 1, 2021.
 8. The City Manager in consultation with the City's Traffic Engineer is hereby authorized to temporarily close certain non-arterial streets to through traffic as necessary to protect the health and safety of pedestrians, employees and patrons of local businesses, and other members of the public, including by promoting effective physical distancing. The City Manager or his designee may promulgate rules and regulations relating to these temporary street closures as necessary to protect public health and safety.
 9. Beginning on June 1, 2020 and continuing through the termination of this Emergency Proclamation, whichever comes first, City ordinances and regulations related to the operation and licensing of dining and retail services shall be temporarily suspended in order to allow display, storage, or sale of merchandise and sale, service, and consumption of food and/or drinks, including alcoholic beverages, in certain temporary outdoor areas on public and/or private property subject to the following:
 - All retail or food establishment operations must be in accordance with existing ordinances and licensing requirements unless the Department of Permitting and Inspections has issued a temporary permit or extension of existing permit pursuant to the authority granted herein.

- Food service establishments with frontage on City streets closed to through traffic by the City Manager may be authorized to add or expand their premises with outdoor dining in sidewalks, portions of street rights-of-way, or other public spaces by obtaining a Temporary Extension of Premise and/or Temporary Outdoor Dining Permit in accordance with temporary rules and regulations adopted by the Department of Permitting and Inspections.
- Any food service establishment may apply for a Temporary Extension of Premise and/or Temporary Outdoor Dining Permit authorizing outdoor dining on City sidewalks, parks, or in privately owned parking lots in accordance with temporary rules and regulations adopted by the Department of Permitting and Inspections.
- The number, and location, and permitting fees for dining facilities in dedicated City parking spaces (“Parklets”) will be governed by rules and regulations promulgated by the City Manager.
- The City Manager is hereby temporarily authorized to modify the City’s Traffic Schedule in order to change designated “parking” spaces to “no parking” spaces as he, in consultation with the City’s Traffic Engineer, deems necessary and appropriate to protect the public health and safety, including in order to allow the operation of additional Parklets throughout the City.
- Access required under the Americans with Disabilities Act shall be maintained.
- In order to allow retail establishments to improve physical distancing capabilities after resuming operations, retailers may apply for a Temporary Sidewalk/Street Sale Permit authorizing outdoor display and sale of retail items in accordance with temporary rules and regulations adopted by the Department of Permitting and Inspections.
- No street artists shall be permitted on any City street closed to through traffic under the authority granted herein. The City Manager may modify regulations governing street artists, including placing limits on location and operation, as he may deem necessary in order to maximize appropriate physical distancing in compliance with guidance from the Maine CDC, and to protect public health and safety.
- The Permitting and Inspections Department may grant permits for temporary structures on City property in connection with a permit issued pursuant to this order and regulations thereunder. Structures must comply with all applicable, building, life safety, and other requirements.

10. The City Manager or his designee is authorized to temporarily modify or limit public

access to City parks or other grounds as deemed necessary to protect the public health and safety. The City Manager is further authorized to modify existing rules and regulations relating to the sale of food and the operation of food trucks.

11. Violation of or failure to comply with this Order is punishable by a fine of \$500.00 per occurrence plus the costs of prosecution.
12. If any provision of this Proclamation or its application to any person or circumstance is held to be invalid, then the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Proclamation are severable.

MEMORANDUM
City Council Agenda Item

FROM: Mary Davis, Division Director

DATE: March 2, 2021

SUBJECT: Order 232-20/21 Accepting and Adopting the 2021 Jill C. Duson Housing Trust Fund Annual Plan - Sponsored by the Housing & Economic Development Committee, Councilor Spencer Thibodeau, Chair

SPONSOR: Housing and Economic Development Committee, Councilor Spencer Thibodeau, Chair

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

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 5/3/2021

Final Action 5/3/2021

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

PRESENTATION: (List the presenter(s), type and length of presentation) Mary Davis will be available for questions.

I. SUMMARY

The 2021 Jill C. Duson Housing Trust Fund Annual Plan is presented for City Council approval.

II. AGENDA DESCRIPTION

The Housing and Economic Development Committee met on February 2, 2021 and voted unanimously (4-0) to forward this item to the City Council with a recommendation for passage.

The Jill C. Duson Housing Trust Fund is established by Section 18.3 of the City's Code of Ordinances. Section 14-489 (e) states that "each fiscal year the city council shall adopt a housing trust fund annual plan" and that the "housing committee of the city council or such other committee as the council shall designate shall conduct public hearings on the recommended plan and refer the matter to the council for action." The plan establishes the priorities in which the current balance of the Housing Trust Fund will be allocated.

The purpose of the Housing Trust Fund is the "...promotion, retention and creation of an adequate supply of housing, particularly affordable housing, for all economic groups and to limit the net loss of housing units in the City." and "To serve as a vehicle for addressing very low, low and median income housing needs...". In an effort to ensure that these purposes are met, the Housing Trust Fund Annual Plan may identify specific priorities that support other city goals and priorities, for example goals from the Comprehensive Plan or the City Council Common Goals.

2021 Priorities:

- Public/private partnerships that create housing units that are affordable to households earning 60% to 100% of the area median income.
- Housing development that supports the Comprehensive Plan goal for development along transit nodes and corridors.
- Encourage developers to participate in the Public Housing Authority's Family Self Sufficiency Program.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

The Housing Trust Fund is established by Section 18.3 of the City's Code of Ordinances. Section 14-489 (e) states that "each fiscal year the city council shall adopt a housing trust fund annual plan" and that the "housing committee of the city council or such other committee as the council shall designate shall conduct public hearings on the recommended plan and refer the matter to the council for action." The plan establishes the priorities in which the current balance of the Housing Trust Fund will be allocated.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The Annual Plan will establish the priorities in which the current balance of the Housing Trust Fund will be allocated.

V. FINANCIAL IMPACT

VI. STAFF ANALYSIS AND BACKGROUND

2021 Housing Investment Priorities

The priorities noted below support the Affordable Housing Policy and Budget priorities noted in the 2021 Housing and Economic Development Committee Work Plan.

- Housing Trust Funds: priority to support public/private partnerships that create housing units that are affordable to households earning 60% to 100% of the area median income.
- Affordable Housing TIF: priority to support projects receiving assistance through the Low Income Housing Tax Credit Program or projects that create housing units that are affordable to households earning 60% to 100% of the area median income.
- HOME Program: priority to developments that provide rental housing units that are affordable to households earning 60% of the area median income and below.
- Encourages developers to participate in the Public Housing Authority Family Self Sufficiency Program.
- Point System for Evaluating and Scoring Applications: emphasizes developments along transit nodes and corridors.

VII. RECOMMENDATION

Staff is requesting City Council approval of the proposed 2021 Jill C. Duson Housing Trust Fund Annual Plan for the balance (\$1,455,975) currently existing in the Housing Trust Fund. Any revenue generated above and beyond the existing balance will not be allocated without an amendment to the Annual Plan.

VIII. LIST ATTACHMENTS

1. Jill C. Duson Housing Trust Fund Annual Plan 2021 5.3.2021
2. Housing Trust Fund Annual Plan 2021 Council Draft 02.04.2021

Prepared by:

Mary Davis, Division Director

Date: 3/2/2021

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

MARK DION (5)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER ACCEPTING AND ADOPTING
THE 2021 JILL C. DUSON HOUSING TRUST FUND ANNUAL PLAN**

ORDERED, that the 2021 Jill C. Duson Housing Trust Fund Annual Plan, attached hereto, is hereby accepted and adopted.

THE JILL C. DUSON HOUSING TRUST FUND
2021 ANNUAL PLAN

BACKGROUND

The Jill C. Duson Housing Trust Fund (also referred to as Housing Trust Fund or HTF) is established by Section 18.3 of the City's Code of Ordinances. Section 18.3.4 states that "each fiscal year the city council shall adopt a housing trust fund annual plan" and that the "housing committee of the city council or such other committee as the council shall designate shall conduct public hearings on the recommended plan and refer the matter to the council for action."

The Annual Plan will establish the priorities in which the current balance of the Housing Trust Fund will be allocated. The plan is in line with the 2021 City Council Common Goals, including "Increase access to rental and home ownership housing that is safe, affordable, and accessible, with emphasis on elders and covid-related market conditions."

This budget is based on the balance in the Housing Trust Fund as of February 2, 2021. Currently, Housing Trust Fund revenue is generated from fees triggered by the Housing Preservation and Replacement Ordinance, a portion of revenue from the Short Term Rental Registration Program, fee-in-lieu contributions from the Inclusionary Zoning Ordinance (including the hotel inclusionary zoning fees), and other funding resources under Council consideration. The current unencumbered balance of the Housing Trust Fund is \$1,455,975. Anticipated increases in revenue as a result of the Inclusionary Zoning Ordinance and other sources being considered by the City Council are not included in the 2021 Annual Plan.

Sources and Uses of Housing Trust Fund:

YEAR	DEPOSITS	YEAR	EXPENDITURES	
2002/03	Maine Medical Center HRO	\$ 315,580.00	2011 Avesta Oak Street Lofts	\$ (380,585)
2002	Sportsman's Grill HRO	\$ 40,000.00	2014 Housing First Pre-Development RFP	\$ (75,000)
2009	Berlin City Auto HRO	\$ 116,000.00	2015 65 Hanover & 52 Alder Sts Feasibility Study	\$ (9,250)
2010	Stop n Shop HRO 2010	\$ 289,250.00	2017 65 Munjoy Street	\$ (175,000)
2012	Rockbridge/Eastland Park HRO	\$ 42,500.00	2019 60 Parris Terr. Downpayment Assistance	\$ (24,000)
2012	Riverwalk/Ocean Gateway HRO	\$ 250,000.00	2018 37 Front Street (not yet spent)	\$ (925,000)
2012	118 Congress LLC Easement	\$ 3,500.00	2018 977 Brighton Avenue	\$ (300,000)
2017	91 & 97 Belfort Street (sale of TAP)	\$ 86,423.99	2019 83 Middle Street (not yet spent)	\$ (136,734)
2017	116 Upper A Street (sale of TAP)	\$ 78,526.74	2019 18 Luther Street (not yet spent)	\$ (36,000)
2017	443 Congress Street IZ	\$ 280,000.00	2020 200 Valley Avenue (not yet spent)	\$ (497,455)
2018	62 India Street IZ	\$ 276,500.00	2020 337 Cumberland Avenue (not yet spent)	\$ (500,000)
2018	Short Term Rental Fee transfer	\$ 33,138.80	2020 Affordable Rental Housing Incentive Program	\$ (1,000)
2018	0 Thames Street (WEX) sale	\$1,000,000.00	Total Expenditures	\$ (3,060,024)
2019	20 Thames Street IZ & Easement	\$ 270,000.00		
2019	20 Thames Street (for balcony overhang)	\$ 7,500.00		
2019	Short Term Rental Penalties	\$ 15,200.00		
2019	Short Term Rental Fee transfer	\$ 176,118.00		
2019	56 Hampshire Street Easement fee	\$ 12,123.00		
2019	17 Sumac Street (sale of TAP)	\$ 79,617.86		
2019	121 Middle Street (HOTEL IZ)	\$ 41,866.00		
2020	99 Capisic Street (sale of TAP)	\$ 163,168.93		
2020	Short Term Rental Penalties	\$ 7,700.00		
2020	Short Term Rental Fee transfer	\$ 122,694.50		
2020	22 Bramhall (MMC overhang)	\$ 3,799.00		
2020	50 Monument Square	\$ 222,789.00		
2020	121 Middle Street (HOTEL IZ)	\$ 30,448.00		
2020	Order 89 20/21 Appropriation	\$ 500,000.00		
	Previous INTEREST EARNED	\$ 51,555.81		
	Total Deposits	\$4,515,999.63	BALANCE	\$ 1,455,975.63

HRO - Housing Replacement Ordinance; IZ = Inclusionary Zoning Fee-in-lieu; TAP = Tax Acquired Property
as of 2-2-21

City Ordinance requires that the Housing Trust Fund Annual Plan include a description of the programs to be funded, a budget for each program and identify how the funds will be distributed among very-low (at or below 50% of the area median income), low (at or below 80% of the area median income) and moderate income (at or below 120% of the area median income) households.

The Housing Trust Fund is a valuable tool that can assist the City in meeting the goal of providing increased availability in all segments of the housing market. While the City has other resources such as the HUD HOME and CDBG Programs, those funds are limited in amount and scope. The proposed Housing Program budget for FY 2021-2022 includes \$534,017 in HOME funding for affordable housing development. The HOME program restricts rental housing assistance to households at or below 60% of the area median income and home ownership assistance to households at or below 80% of the area median income. The CDBG program is restricted to households at or below 80% of the area median income; new construction of housing is not an eligible CDBG activity. City Ordinance allows the Housing Trust Fund to assist households at or below 120% of area median income.

As always, the City should act prudently when deciding to invest these funds. The Housing Trust Fund should maintain a minimum balance of \$500,000 in order to have resources to act quickly when there is an emergency, such as a need to cure a potential mortgage default that could result in loss of an affordable unit. This right to cure will be included in the affordable housing covenants that are recorded in the Cumberland County Registry of Deeds for each affordable unit.

FUNDING PRIORITIES

The purpose of the Housing Trust Fund is the “...promotion, retention and creation of an adequate supply of housing, particularly affordable housing, for all economic groups and to limit the net loss of housing units in the City.” and “To serve as a vehicle for addressing very low, low and median income housing needs...”. In an effort to ensure that these purposes are met, the Housing Trust Fund Annual Plan may identify specific priorities that support other city goals and priorities, for example goals from the Comprehensive Plan or the City Council Common Goals.

2021 Priorities:

- Public/private partnerships that create housing units that are affordable to households earning 60% to 100% of the area median income.
- Housing development that supports the Comprehensive Plan goal for development along transit nodes and corridors.
- Encourage developers to participate in the Public Housing Authority’s Family Self Sufficiency Program.

Allocation Process

Housing Trust Funds will be distributed through a competitive application process. A Notice of Funding Availability will be issued at a minimum of an annual basis to notify potential applicants that the application is available. Applications will be reviewed by an evaluation team of City of Portland staff who will evaluate and score each application utilizing the scoring factors outlined in Attachment #1 in order to recommend the most qualified application based on the

information submitted. This information will also be included in the Affordable Housing Development and Tax Increment Financing Application.

Recommendations will be forwarded to the City Council's Housing and Economic Development Committee for review. Housing and Economic Development Committee recommendations will be forwarded to the City Council for final review and approval.

Eligible Activities

Activities eligible for funding from the Housing Trust Fund are those that promote, retain, and create an adequate supply of housing, particularly affordable housing for all economic groups, and to limit the net loss of housing units in the city. Eligible activities may include: new construction, preservation/rehabilitation of existing affordable housing, adaptive reuse, acquisition, and housing first.

In this Plan, adaptive reuse is defined as creating housing in an existing building that was originally built or designed for a use other than housing.

Housing Trust Fund resources are also intended to promote the retention of affordable housing. Staff recommends that Housing Trust Fund resources be made available, if necessary, to exercise the City's right of first refusal in connection with potential foreclosure issues with affordable homeownership units. This is unlikely to occur in the near future but may come up as more workforce homeownership units are created through Portland's inclusionary zoning ordinance. The City shall have a right of first refusal if an affordable unit is forced to sell due to increased fees or has become delinquent in its payments and is in risk of foreclosure or any other legal threats to the Unit's affordability restrictions. The City shall also have the option of using City funds to support affordable units facing large special assessments that may pose a risk to the owner household's ability to maintain their unit's affordability. The City of Portland shall have the right of first refusal to purchase any affordable unit that is in jeopardy of losing its affordability restrictions due to foreclosure, delinquency of condominium fee payments, or any other cause outside of the agreed upon term of restriction. The City's Right of First Refusal is not intended to infringe upon the ability of a mortgage lender to recapture any money owed by the affordable unit owner. The intent is to ensure affordability of the unit for eligible households.

Financing Parameters

Housing Trust Funds should be a resource of last resort and should be focused on opportunities where other funding sources do not work or are not effective. Applicants requesting financial assistance from the Housing Trust Fund must provide document efforts made to obtain other private, federal, state or local resources for the project.

Form of Awards: A variety of funding mechanisms will be utilized including no-interest loans, below-market loans, forgivable loans, and grants. Type of funding will be determined after review of a number of factors including amount necessary to make the project feasible, the project type, income targeting, number of affordable units, and duration of the affordability period.

Maximum Award Amount: Awards will be determined on a per affordable unit basis. The average City investment per unit, excluding TIF financing, is approximately \$10,000. The City contribution per unit will not exceed \$18,000. This amount may be adjusted at the discretion of the City Council, only for unusual circumstances where a larger amount is the only way a project that meets other City goals is needed. In those cases, the higher cost per unit ratio must be tied into the goals outlined in the City's Comprehensive Plan.

Income Targeting

Housing Trust Fund resources should be focused on opportunities where other funding sources do not work or are not effective, such as projects designed to create housing affordable to households earning at or below 50% of the area median income, or projects designed to create housing affordable to households earning 60% to 100% of the area median income. Often, other funding sources, such as the Low Income Housing Tax Credit Program or the HOME Program, have restrictions or requirements that limit or prohibit the creation of housing affordable to those in the very low and moderate income ranges.

Affordable means that the percentage of income a household is charged in rent and other housing expenses, or must pay in monthly mortgage payments (including insurance and taxes), does not exceed 30% of a household's income, or other amount established in city regulations that does not vary significantly from this amount.

Affordability Restrictions

Affordability restrictions are required. In the case of rental or cooperative units, the units must remain affordable for the life of the housing unit, which is presumed to be a minimum of thirty (30) years but may be longer. In the case of ownership housing, the units must remain affordable for the longest feasible time while maintaining an equitable balance between the interests of the owner and the interest of the City of Portland. These restriction must be documented and recorded in the Cumberland County Registry of Deeds

Sales must be made through an arms-length arrangement. No employee, agent, stockholder, officer, director, servant, or family member of the Owner or its Management Company, or its employees, agents, or servants thereof, related either by blood, marriage, or operation of law may qualify for a unit financed with Housing Trust Funds or receive any benefit related in any way to the administration or compliance with the conditions contained therein.

Affordable Housing Agreement

The owner of each affordable unit will be required to sign and record in the Cumberland County Registry of Deeds an Affordable Housing Agreement (AHA) with the City and to include the affordability restrictions as a covenant to the project's deed. The Affordable Housing Agreement shall be referenced directly in the property's deed unless prohibited by federal, state, or local law. In order to guarantee affordability in homeownership units, this recorded covenant will limit increases in sales price according to the calculation defined by the City as defined in the implementation regulations. It will limit the incomes of subsequent buyers to the same income limits initially applied. It will also provide a right of first refusal and other purchase rights to the City or its designee (e.g. another eligible household, or a nonprofit corporation).

Right of First Refusal

The City of Portland shall have the right of first refusal to purchase any affordable unit that is in jeopardy of losing its affordability restrictions due to foreclosure, delinquency of condominium fee payments, or any other cause outside of the agreed upon term of restriction. The City's Right of First Refusal is not intended to infringe upon the ability of a mortgage lender to recapture any money owed by the affordable unit's owner. The intent is to ensure affordability of the unit for eligible households.

Implementing Regulations

Regulations to further specify the details of the parameters outlined in this Annual Plan, maybe developed, including, but not limited to:

1. Specific methodology for income verification; and
2. Underwriting criteria.

Attachments

#1 Point System for Evaluating and Scoring Applications

Attachment #1

Point System for Evaluating and Scoring Applications (Max 100)

Policy Objectives: Total 50 Points

Proposed use of funds to achieve the City of Portland's goals and address demonstrated need. 26 points

Maximum points will be awarded for those applications that:

1. Market Demand - 4 points
 - a. 4 points - high demand, meets the City's income targeting priority,
 - b. 1 point - moderate demand, sufficiently meets the City's income targeting priority
 - c. 0 points - does not demonstrate sufficient market demand, does not meet the City's income targeting priority
2. Zoning - 8 points
 - a. 8 points - development requires no zoning amendments or contract or conditional zone
 - b. 5 points - development requires a zoning amendment which is consistent with the City Comprehensive Plan
 - c. 0 points - development requires rezoning that is not consistent with the City's Comprehensive Plan
3. Economic diversity - 6 points
 - a. 6 points - creates housing options which promote economic diversity within the development **and** within in the neighborhood in which the development is located
 - b. 5 points – creates housing options which promote economic diversity within the neighborhood in which the development is located
 - c. 4 points – creates housing options which promote economic diversity within the development (a mixed-income development)
 - d. 0 points does not promote economic diversity
4. CHDO - 2 points
 - a. 2 points - developer and owner are both controlled by CHDO
 - b. 1 points - either developer or owner are controlled by CHDO
 - c. 0 points neither developer nor owner are controlled by CHDO
5. City Subsidy - 6 points
 - a. 6 points - investment from City is <\$10,000/unit
 - b. 5 points - investment from City is > or = \$10,000 and <\$12,000/unit
 - c. 4 points - investment from City is > or = \$12,000 and <\$14,000/unit
 - d. 3 points - investment from City is > or = \$14,000 and <\$16,000/unit
 - e. 2 points - investment from City is > or = \$16,000 and <\$18,000/unit
 - f. 0 points - investment from City is > or = \$18,000/unit

Impact on surrounding neighborhood, including design compatibility and environmental issues. 24 points

Maximum points will be awarded for those applications where:

- 1) Site selection- 7 points
 - i) 7 points - fully appropriate for use, project supports Comprehensive Plan goal for development along transit nodes and corridors
 - ii) 5 points - appropriate, some concerns
 - iii) 0 points - significant concerns, project does not support Comprehensive Plan goal for development along transit nodes and corridors
- 2) Exterior Design - 5 points

- i) 5 points - the design is fully consistent with neighborhood design characteristics,
 - ii) 3 points - the design is an adequate fit with the neighborhood design,
 - iii) 0 points - the design is a significant outlier
- 3) Amenities and unit design - 7 points
 - i) 7 points - amenities & unit design are well thought out and appropriate for residents,
 - ii) 5 points - amenities & unit design are adequate,
 - iii) 0 points - amenities and unit design raise significant concerns that resident needs will not be adequately addressed
- 4) Environmental - 5 points
 - i) 5 points - Phase I identifies no environmental issues
 - ii) 3 points - Phase I identifies an environmental issue, but a Phase II shows a feasible, economically viable resolution which is included in the budgets;
 - iii) 0 points - there are significant unresolved environmental issues, or no Phase I has been received.

Underwriting Criteria: Total 50 Points

Financial feasibility, including cost, development budget operating pro forma and the provision of secured and leverage funds. 20 points

Maximum points will be awarded for those applications that:

- 1. Development budget & sources and uses - 10 points
 - a. 10 points - EVERY development budget line item for which there is a City of Portland guideline complies with that guideline AND all other line items are reasonable and customary;
 - b. 8 points - ONE budget line item falls outside City guidelines or outside the standard of “reasonable & customary”;
 - c. 6 points - TWO budget line items item falls outside City guidelines or outside the standard of “reasonable & customary”;
 - d. 0 points - more than two budget items fail to meet City guidelines or fall outside “reasonable and customary”
- 2. Operating pro forma – 10 points
 - a. 10 points - EVERY operating pro forma line item for which there is a City of Portland guideline complies with that guideline AND all other line items are reasonable and customary;
 - b. 8 points - ONE budget line item falls outside City guidelines or outside the standard of “reasonable & customary”;
 - c. 6 points - TWO budget line items item falls outside City guidelines or outside the standard of “reasonable & customary”;
 - d. 0 points - more than two budget items fail to meet City guidelines or fall outside “reasonable and customary”

Applicant's ability to complete project, including development team experience, capacity, project readiness and timeframe for completion. 30 points

Maximum points will be awarded for those applications that:

- 1. Readiness to proceed - 10 points
 - a. 10 points - at least one letter of commitment or interest is included and ALL projected sources are projected at terms and conditions consistent with the City’s prior experience with the funder.

- b. 5 points - ALL projected sources of funding include letters of commitment, letters of interest, or, if no letter is included, are projected at terms and conditions consistent with the City's prior experience with this funder.
 - c. 0 points - one or more sources are projected on terms that are not consistent with the City's prior experience with the funder and are not documented by letter(s) from funder(s).
- 2. Track record of development team - 10 points
 - a. 10 points - every development team member has a successful track record with this type of project and at this scale
 - b. 7 points - all but one development team members have a successful track record with this type of project and at this scale; one development team member has relevant experience but at a smaller scale or not of this project type
 - c. 3 points - two development team members, while having relevant experience, are new to this type of project or this scale of development
 - d. 0 points - the development team does not meet the criteria above
- 3. Current Capacity of development team - 10 points
 - a. 10 points - development team members have exceptional depth of human and financial resources to complete this project;
 - b. 8 points - development team members have the human and financial resources to complete this project;
 - c. 3 points - development team has a staffing gap in a significant role and a plan to address that gap, OR there are some concerns about the financial resources of the team to move the development forward;
 - d. 0 points - the development team does not meet the criteria described above



FY2022 Board of Education Recommended Budget

April 13, 2021



Portland Public Schools FY2022 Budget Timeline

All meetings will be conducted remotely, with zoom links accessible via [BoardDocs](#) unless otherwise noted.

Tuesday, March 16, 2021

School Board Meeting
Superintendent Presents Recommended
FY22 Budget
6:00 PM

Thursday, March 18, 2021

School Finance Committee Budget Review
6:00 PM

Monday, March 22, 2021

School Finance Committee Budget Review
Public Hearing
6:00 PM

Thursday, March 25, 2021

Joint Finance Committee Meeting
Budget Review
5:00 PM

Thursday, April 1, 2021

School Finance Committee Budget Review
Vote to Recommend to Board
6:00 PM

Tuesday, April 6, 2021

School Board 1st Reading of Recommended
FY22 Budget and Public Hearing;
School Board Budget Workshop
6:00 PM

Thursday, April 8, 2021

Joint Finance Committee Meeting
Budget Review
5:00 PM

Tuesday, April 13, 2021

School Board Vote to Recommend FY22
(Special Meeting)
School Budget to City Council
6:00 PM



PORTLAND PUBLIC SCHOOLS

prepared & empowered

Monday, April 26, 2021

School Board Presents Recommended FY22
Budget to City Council
Time TBD

Thursday, April 29, 2021

City Finance Committee
Review of Referred Board Budget and Vote
to Recommend to City Council
Time TBD

Monday, May 3, 2021

City Council 1st Reading of FY22 Budget
Public Hearing
Time TBD

Monday, May 10, 2021

City Council 2nd Reading
Vote on School Budget for Referendum
Time TBD

Tuesday, June 8, 2021

Public Referendum on FY22 School
Budget



PORTLAND PUBLIC SCHOOLS

prepared & empowered

Mayor Snyder and Members of the Portland City Council:

On behalf of the Portland Board of Public Education and in accordance with the City Charter, I am presenting our recommended FY22 budget for the Portland Public Schools. The Board approved the budget on April 13.

I am proud to recommend this budget to you. Its theme is “Advancing Equity,” and it turns a corner on the critical work that we first set out to do as a district in 2017, when the Board adopted the Portland Promise.

As the strategic plan for Maine’s largest and most diverse school district, the Portland Promise is centered on its equity goal, a vision for improving opportunities and outcomes for students who have been at the margins far too long: students of color, our English language learners (ELL), students with disabilities, and those who are economically disadvantaged. It commits us as a district to repaying long-standing educational debt owed to students of color after generations. And since we are only as strong as our students who struggle the most, this budget makes good on our promise to all students and families of Portland.

Equity is at the center of this budget and our focus as a district because, while outcomes for our middle class white students are generally quite good and comparable to those students from affluent suburban districts, we do not have the same outcomes for students of color, our ELL students, and those living in poverty. The huge achievement and opportunity gaps in our city are unacceptable. And we know we can’t keep doing the same thing and expecting different results. That’s where the FY22 budget comes in.

The Board’s FY22 budget of \$125.2 million is up 4.4 percent or \$5.3 million over this year’s budget of \$119.9 million.

It is approximately \$660,000 less than the \$125.8 million budget proposed by Superintendent Xavier Botana in March. Since that time, we learned that the district’s share of health insurance costs for employees would be less than anticipated and our share of state funding for career and technical education was more than expected.

Other than those fiscal changes, the goals of our budget are aligned to the ones presented by the superintendent, designed to address achievement and opportunity gaps for ELL students and those who have disabilities and are economically disadvantaged. The gaps for many of those students have greatly increased during the pandemic. The Board was so united around the superintendent’s budget that we had zero substantive amendments to it. In fact, there wasn’t a single amendment even *proposed* to the budget. It’s unprecedented and indicative of how aligned we are as a School Board and district leadership team.

The budget requires an increased investment of \$6.2 million from local taxpayers, and would result in adding 64 cents to the school portion of the tax rate, a 5.5 percent increase. Yes, this budget asks us – residents of our great City – for an investment, but it is an absolutely critical investment to address the inequities in our school district.

About \$2.4 million of the increase in our budget is a baseline budget that maintains current programs and services and covers increased costs for salaries, benefits, and debt service. New investments totaling \$2.9 million make up the remainder.

Those investments result from years of work, led by Superintendent Botana, to understand how to address the deep inequities in our school district. They will help us achieve three budget priorities: advancing equity; integrating innovations from COVID-19; and rebuilding academic and social emotional foundations post COVID-19.

Portland is a city that says it values its rich diversity. But the killing of George Floyd and protests for racial justice last summer turned a spotlight on the stark inequities throughout the nation, including right here in our own city.

Nearly a year later, there are signs supporting Black Lives Matter all across our city and our businesses routinely put out press releases embracing racial equity. Young people and many others continue to push for a racial reckoning in city government, our police department, and, yes – in our schools.

This school budget meets that moment. It presents a compelling vision for what our city aspires to be. It lays a foundation for creating the type of schools that are reflective of our ethos and consistent with our values as a school system and community.

Prior to last year's budget, we had made strides toward realizing the Portland Promise.

In FY19, we established that student access to challenging core content required strong uniform support, orchestrated centrally by skilled and dedicated academic leaders; we also strengthened our support for our students' social-emotional development and their ability to have a meaningful relationship with a caring adult.

In FY20, we expanded on those commitments as a Board, when we committed to expanding access to pre-kindergarten over the next four years. We also created a behavioral health continuum across our elementary, middle, and most of our high schools.

Last year, the superintendent's initial FY21 budget proposal, titled "Addressing the Opportunity Gap," attempted to advance many of the same equity priorities included in this year's budget. Shortly after that proposal, as you will recall, we pulled many of them back in response to the uncertainty posed by the pandemic. Our initial plan called for an increase in the school tax rate of 3 percent. We ultimately adopted a budget that had a zero tax increase.

Over this past year, however, the pandemic exacerbated the long-standing disparities between different groups of students in our schools. While we embrace our diversity as a district and city and see it as a strength, we have failed to recognize that the disparities in opportunities for our students belie the sincerity of our values.

The Board's FY22 budget, which assumes a return to full in-person learning this fall, takes steps to redress this pattern by targeting resources to the students to whom we owe a large educational debt: our Black students and other students of color.

The \$2.9 million in investments are grouped into the three budget priorities mentioned earlier. Their cost also is indicated in rounded-off numbers:

Budget Priority #1: Advancing Equity

- Continuing our pre-K expansion by increasing seats and reducing barriers: \$217,000
- Implementing elements of the Lau Plan to support our students who are English Language Learners: \$1.03 million
- Continuing to prioritize core instruction for equity and rigor through: Wabanaki and Africana Studies; a continuation of our math and literacy equity work; the implementation of our STEM plan; and development of a formative assessment strategy: \$103,000
- Increasing staff diversity and inclusion efforts by: compensating staff for identity-based work; recruiting and supporting BIPOC educators; and creating career pathways for diverse staff: \$399,000
- Operationalizing structures to enable the district to recognize and redress harassment, sexual harassment, and discrimination (including adding an ombudsman and school liaisons): \$121,000
- Making key special education investments to support students with disabilities through extending support for students with autism and adding Functional Life Skills program staffing for increased caseloads: \$414,000
- Supporting and institutionalizing the district's equity work by shifting the cost of the district's director of diversity, equity, and inclusion from philanthropic grants to the operating budget: \$119,000

Budget Priority #2: Integrating Innovation from COVID-19

- Establishing a technology integration and support position to help integrate new investments in technology: \$123,000
- Funding an outdoor learning coordinator position in order to continue and expand on this year's outdoor learning initiative into the future: \$93,000

Budget Priority #3: Rebuilding Academic and Social Emotional Foundations post COVID-19

- Creating support structures to reconnect students to learning and community by: investing in student physical and mental health (increasing nursing and social work staffing): \$273,000
- Significant summer opportunities (district, school, and community based) (Federal Coronavirus relief funding)

While many of these investments are focused on supporting our marginalized students, I want to stress that they carry benefits for all of our students. It should not have to be said that we are only as strong as a district and city as those among us who are struggling the most. But I will give a few concrete examples of how this budget impacts all students: Pre-K helps all students succeed in school and even beyond; students on the autism spectrum can be found throughout our entire student population; and many of our students have experienced mental health challenges during COVID and will benefit from having more social workers in our schools. Additionally, all our students will gain from our staff diversity efforts because having diverse teachers enhances learning. As a [Scientific American article](#) found: "Being around people who are different from us makes us more creative, more diligent and harder-working."

The district also has received \$24.4 million in various Coronavirus relief packages to date. The money is being used for a variety of needs that include 53 new staff members in one-year positions, facilities improvements, agreements with community partners to provide childcare programs for students when not in school, new technology, dedicated substitute teachers, a robust summer school program to help students reconnect to school that is district, school and community based, and for increasing in-person learning while adhering to physical distance requirements, through such purchases as tents and new furniture and equipment.

To realize an FY21 budget with no tax increase last year, \$1.3 million in Federal funding was used to pay the salaries and benefits of 20 custodians. The district plans to continue to use CRF money to fund those

positions over the next two budget years. But it is important to remember that can't continue when the federal support ends; those positions will need to return to the district's operating budget.

That situation illustrates why we can't use this temporary federal funding for other long-term budgetary needs, such as our equity-based investments. Not only does Federal COVID-related funding have limitations on the ways it can be used, but using time-limited funding for such needs as additional permanent staff positions would create more of a budgetary fiscal cliff in a couple of years when that funding ends.

The district expects to receive additional CRF funding of approximately \$18 million from the most recent pandemic relief package, which can be used through the summer of 2024. Some of that money will be used to address our need to rebuild academic and social foundations post COVID through additional extended learning opportunities such as summer school in FY23 and FY24. Also, that funding will go to support reopening school this fall, used for such needs as additional teachers and other staff if physical distancing guidelines still are in place.

On April 6th, the Superintendent proposed a participatory budgeting process for the remainder of the CRF money, in which community stakeholders would develop sustainable ideas that could include such things as improving science labs across the school system or improving Central Kitchen facilities to enhance the kind of meals students have access to. Those ideas would be vetted and voted on by stakeholders and approved by the Board. It's an intriguing proposal, and the Board is looking forward to considering it at upcoming Board meetings.

It should also be underscored that the district is receiving less state education aid in this FY22 budget. Our share of state Essential Program and Services (EPS) funding is almost \$1 million dollars lower than our FY21 EPS funding, a decrease of 5.1 percent. The decrease is largely due to the increase in the City of Portland's valuation. The EPS formula allots less state funding to communities like ours that have high property valuation, because the state expects those communities to be able to contribute their equitable share to support education.

Which brings us to the city's current revaluation, which some have pointed to as a reason for not supporting these investments in our school budget.

However, reassessment does not increase the amount of tax revenue a municipality needs; it impacts the distribution of who pays what toward that fixed amount.

Revaluation will make property taxes less regressive. The fact that we haven't done a reassessment for 15 years hurts working class and low-income members of our community. Proportionately, they carry more of the burden of property taxes.

Indeed, consider a family with a house previously valued at \$250,000, the average assessed value prior to revaluation, and whose valuation increases by 30 percent — nearly \$100,000 — which would bring it in line with the state's valuation. Because the tax rate will also drop noticeably because of the revaluation, that family would not see their school taxes increase beyond what they would increase without revaluation.

The bottom line is we need to do the revaluation AND invest in our schools.

In conclusion, the School Board strongly believes in each of these investments in this budget. We know that each one is necessary, from meeting our legal and moral obligations to our English Language Learners, to supporting and growing our staff of color. And we know that these investments are urgent.

As city leaders, together, we must reject the status quo, which is failing kids and families in our city. As city leaders, we cannot on one hand decry and on the other hand ignore the deep inequities in our city and schools. As city leaders, we must meet this moment and pass this budget and enable students of color to thrive in the same way that our white students do.

You, city councilors, get the final say on the school budget before sending it to our voters – who have consistently demonstrated their support for the importance and value of public education at the polls each year. We ask you to join us in supporting this budget and in doing so send a message that we are a community that is true to its values. Thank you.

Respectfully submitted,

Emily Figdor, Chair

Portland Board of Public Education



PORTLAND PUBLIC SCHOOLS

prepared & empowered

March 16, 2021

Members of the Board of Public Education,

A year to the date from when the Coronavirus pandemic changed the face of our schools, city and world, I bring you the FY22 Portland Public Schools Superintendent's proposed budget. This year's budget theme is "Advancing Equity." It accelerates our commitment to putting equity at the center of our Portland Promise. Indeed, to represent this, our Portland Promise graphic has been revised to reflect this evolution in our commitments.

The Coronavirus pandemic has made indisputable the long-standing disparities that exist between different groups of students in our schools. While we relish our diversity and see it as a strength, we have failed to recognize that the disparities in opportunities for our students who are learning English, who have disabilities or are economically disadvantaged, belie the sincerity of that commitment.

This past year it became evident that government institutions – including our school system – have failed to realize their potential for creating a more inclusive, just and equitable world. This proposed FY22 budget, which assumes a return to full in-person learning this fall, takes steps to redress this pattern by targeting resources to the students to whom we owe the largest educational debt: those who are learning English, have disabilities or are alienated in our schools.

My FY21 budget proposal attempted to advance many of these same priorities. Shortly after that proposal, as you will recall, we pulled many of them back in response to the uncertainty posed by the pandemic. Our initial proposal called for an increase in the tax rate of 3%. We ultimately adopted a budget that did not increase taxes.

Prior to last year's hiatus, we had made strides toward realizing the Portland Promise. In FY19, we established that student access to challenging core content required strong uniform support orchestrated centrally by skilled and dedicated academic leaders; we also strengthened our support for our students' social-emotional development and their ability to have a meaningful relationship with a caring adult.

In FY20, we expanded on those commitments as the Board vowed to expand access to pre-kindergarten over the next four years. We also created a behavioral health continuum across our elementary, middle and most of our high schools.

Over the past few Board and Board committee meetings, we have presented the key investments that are needed to realize our equity goal of rooting out ongoing inequities in our system. The proposed budget includes \$2.9 million in investments directly linked to this work. Specifically, my budget calls for:

- Continuing to expand the district's pre-kindergarten program with two additional classrooms as part of the district's five-year pre-K expansion plan (included in the baseline budget), as well as providing transportation by adding two dedicated bus routes and increasing supervision on other bus routes, for a total of \$220,535.
- Sustaining and deepening core instruction by scaling up curriculum and professional development by supporting high school mathematics instruction and resourcing the development of Wabanaki and Africana studies curriculum, at a cost of \$103,808.
- Investing in the district's Lau plan by ensuring that our schools have the necessary ELL teachers in K-12 to enable us to establish collaboration structures to allow mainstream teachers to effectively meet the needs of their students who are English language learners within the mainstream classroom setting, while preserving the level of intensive English language learning supports that these students need; establishing a support structure for students with limited and interrupted formal educational experiences; and supporting the needs of students who are dually identified as having disabilities while also learning English as a second language, for a total of \$1,031,624.
- Establishing special education services for students with autism spectrum disorder in our middle schools and adding a classroom for students with ASD at the elementary level in response to growing numbers, for a total of \$309,458.
- Enhancing high school functional life skills services by adding a teacher and educational technician at Deering High School to support the increase in students in this program, for a total cost of \$109,867.
- Providing the resources to effectively implement the School Board's new Harassment, Sexual Harassment and Discrimination policy, at a cost of \$121,808.
- Affirming our commitment to developing our staff capacity to become an anti-racist institution by shifting the cost of our director of diversity, equity and inclusion from philanthropic grants to the district's budget, at a cost of \$120,208.
- Strengthening our hiring and support for a diverse workforce by funding a position in our Human Resources department to operationalize recruitment and affinity groups for educators of color, compensating our diverse staff appropriately for linguistic and identity-based work they perform and creating pathways to career development for our diverse staff, at a cost of \$399,647.

My proposed budget also recognizes that the pandemic has had a significant impact on the physical and mental health of our students. As part of recovering from the pandemic, the budget proposes to increase our nurse (.2 FTE) and social work staffing (3.5 FTE), for a total cost of \$274,778.

Finally, the budget reflects a commitment to incorporating innovation and new learning from the pandemic. Specifically, the proposed budget includes funding to support a position to lead the ongoing professional development and support needed to integrate our new investments in technology, for a cost of \$123,400. It also expands and extends this year's outdoor learning initiative into the future, at a cost of \$93,479.

This year's proposed budget calls for a 6.3% increase in the school portion of the tax rate. This reflects a 5% increase in expenditures resulting in a \$125.8 million budget, up \$5.9 million over last year's approved budget. More than half of the increase – \$3 million – maintains current programs and services and covers increased costs for salaries, benefits and debt service.

It requires an increased investment of \$6.99 million from local taxpayers. This results from a reduction in State Essential Program and Services of \$947,434, a 5.1% decrease from last year's State allocation to the district. This is largely due to the increase in the City of Portland's valuation as assessed by the State of Maine. We are grateful that Governor Mills' proposed budget continues to increase the percentage of school funding born by the State. Without that commitment, which reduced the State mill rate, we would have seen a much larger decrease in State funding for education in Portland.

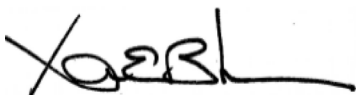
The district is fortunate to have significant federal Coronavirus-related funding. Most of the district's remaining federal funding current allocation of nearly \$6 million is being directed primarily to support one-time investments in materials, professional development and infrastructure. Some eligible costs have been shifted from the district's budget to federal funding. Additionally, the remainder of this funding – nearly \$2.5 million – is being reserved for summer programs and expanded learning to accelerate recovery from the challenges of this year.

We expect to receive additional funding from the most recent pandemic relief package approved last week. These funds are intended to support many of the same expenditures into FY23 and FY24. They are welcome and necessary as we work to steward those resources strategically into the coming budget years.

In the midst of this challenging year, there have been many bright spots. I have been humbled by the resilience and perseverance of our faculty and staff, our students and their families. They have shown incredible commitment to learning, grace through trials and a strong desire to overcome the challenges. I also have been blessed to grow professionally and personally with the School Board as we deepened our understanding of and commitment to becoming anti-racists leaders. These experiences serve as the impetus for this equity-centered budget proposal. I look forward to discussing it with you in the coming weeks.

A complete [budget timeline](#) can be found at this link on the district's website.

Sincerely,

A handwritten signature in black ink, appearing to read 'X Botana', with a long horizontal line extending to the right.

Xavier Botana, Superintendent



PORTLAND PUBLIC SCHOOLS

prepared & empowered

Vision

All learners will be fully prepared and succeed in a diverse and ever-changing world.

Mission

The Portland Public Schools are responsible for ensuring a challenging, relevant, and joyful education that empowers every learner to make a difference in the world. We build relationships among families, educators, and the community to promote the healthy development and academic achievement of every learner.

Goals

Goal 1 – Achievement - All PPS students will be prepared for college and career and empowered to pursue a productive postsecondary path.

Goal 2 – Whole Student - All PPS students will develop the skills, habits, and mindsets they need to engage in and contribute to our diverse city and ever-changing world.

Goal 3 – Equity - PPS is vigilant in supporting each and every student's particular path to achieving high standards, rooting out systemic or ongoing inequities.

Goal 4 – People - PPS attracts, supports and retains talented and diverse people who use their strengths to achieve our shared goals.

**Portland Public Schools
FY2022 Board of Education Recommended Budget**

April 13, 2021

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Portland Public Schools
FY2022 Summary Revenue Budget
General, Adult Ed, and Food Services Funds
Board of Education Recommended Budget
April 13, 2021

	FY20 Actual	FY21 Approved	FY22 Supt Recommended	FY22 Fin Comm Recommended	FY22 Board Recommended	\$ +/- v FY21	% +/- v FY21
Local Revenue (non-tax)							
General	\$ 470,344	\$ 420,500	\$ 420,500	\$ 420,500	\$ 420,500		
Adult Ed	116,374	190,000	179,849	179,849	179,241		
Food Services	351,721	415,877	393,517	393,517	393,517		
Total Local Revenue	938,440	1,026,377	993,866	993,866	993,258	\$ (33,119)	-3.2%
State Revenue							
EPS	14,251,970	15,223,289	14,364,498	14,364,498	14,454,060		
Debt Service Reimb	3,559,926	3,453,482	3,364,840	3,364,840	3,364,840		
Other	228,379	269,500	262,747	262,747	262,747		
Adult Ed	526,687	609,742	592,998	592,998	592,998		
Food Services	49,549	51,885	51,885	51,885	51,885		
Total State Revenue	18,616,511	19,607,898	18,636,968	18,636,968	18,726,530	(881,368)	-4.5%
Federal Revenue							
General	477,545	1,125,000	1,140,900	1,140,900	1,140,900		
Food Services	2,997,952	2,935,325	2,941,606	2,941,606	2,941,606		
Total Federal Revenue	3,475,498	4,060,325	4,082,506	4,082,506	4,082,506	22,181	0.5%
Total Non-tax Revenue	\$ 23,030,449	\$ 24,694,600	\$ 23,713,340	\$ 23,713,340	\$ 23,802,294	\$ (892,306)	-3.6%
Use of Fund Balance							
General	-	500,000	500,000	500,000	500,000		
Food Services	-	310,000	250,000	250,000	250,000		
Adult Education	-	19,333	20,000	20,000	20,000		
	-	829,333	770,000	770,000	770,000		
Property Taxes							
General Education	91,502,259	92,551,184	99,332,772	99,332,772	98,612,770		
Adult Education	1,718,445	1,717,219	1,793,743	1,793,743	1,783,513		
Food Services	124,435	70,341	205,905	205,905	186,123		
Total Property Tax	93,345,139	94,338,744	101,332,420	101,332,420	100,582,406	6,243,662	6.6%
Total Revenue	\$ 116,375,588	\$ 119,862,677	\$ 125,815,760	\$ 125,815,760	\$ 125,154,700	\$ 5,292,023	4.4%

Portland Public Schools
FY2022 Detail Revenue Budget
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April 13, 2021

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GENERAL FUND							
LOCAL REVENUE							
REQUIRED LOCAL SHARE (tax levy)	\$ 70,510,825	\$ 74,271,401	\$ 77,010,122	\$ 77,010,122	\$ 77,010,122	\$ 2,738,721	3.7%
LOCAL ONLY DEBT SERVICE (tax levy)	577,882	392,289	385,252	385,252	385,252	(7,037)	-1.8%
ADDITIONAL LOCAL FUNDS (tax levy)	20,413,552	17,887,494	21,937,398	21,937,398	21,217,396	3,329,902	18.6%
TUITION PUBLIC K-8	142,796	140,000	140,000	140,000	140,000	-	0.0%
TUITION PUBLIC 9-12	102,871	100,000	100,000	100,000	100,000	-	0.0%
SUMMER SCH TUITION 9-12	9,540	10,000	10,000	10,000	10,000	-	0.0%
TRANSPORT - OTHER ORG	75,035	90,000	90,000	90,000	90,000	-	0.0%
INTEREST ON INVESTMENTS	3,000	3,000	3,000	3,000	3,000	-	0.0%
ADMISSIONS 9-12	8,040	15,000	15,000	15,000	15,000	-	0.0%
BUILDING RENTALS	45,083	52,000	52,000	52,000	52,000	-	0.0%
MISC LOCAL REVENUE	1,896	10,000	10,000	10,000	10,000	-	0.0%
SPED REVENUE/OTHER LOC GOV	80,064	-	-	-	-	-	0.0%
MISC SALES & REFUNDS	20	500	500	500	500	-	0.0%
PROCEEDS FROM DISPOSAL OF BUSES	2,000	-	-	-	-	-	0.0%
TOTAL LOCAL	91,972,603	92,971,684	99,753,272	99,753,272	99,033,270	6,061,586	6.5%
STATE REVENUE							
STATE SHARE EPS (State Subsidy)	14,251,970	15,223,289	14,364,498	14,364,498	14,454,060	(769,229)	-5.1%
STATE REIMB. DEBT SERVICE	3,559,926	3,453,482	3,364,840	3,364,840	3,364,840	(88,642)	-2.6%
STATE AGENCY CLIENT	192,475	220,000	220,000	220,000	220,000	-	0.0%
NAT'L BOARD - SALARY SUPLMNT	35,904	49,500	42,747	42,747	42,747	(6,753)	-13.6%
TOTAL STATE	18,040,275	18,946,271	17,992,085	17,992,085	18,081,647	(864,624)	-4.6%
FEDERAL REVENUE							
MAINECARE MEDICAID REIMB	428,198	1,670,000	1,690,900	1,690,900	1,690,900	20,900	1.3%
SEED WITHHOLDING	-	(700,000)	(700,000)	(700,000)	(700,000)	-	0.0%
FEDERAL IMPACT AID	49,347	55,000	50,000	50,000	50,000	(5,000)	-9.1%
INDIRECT COST RECOVERY	-	100,000	100,000	100,000	100,000	-	0.0%
TOTAL FEDERAL	477,545	1,125,000	1,140,900	1,140,900	1,140,900	15,900	1.4%
TOTAL GENERAL FUND	110,490,424	113,042,955	118,886,257	118,886,257	118,255,817	5,212,862	4.6%
USE OF FUND BALANCE	-	500,000	500,000	500,000	500,000	-	0.0%
TOTAL GENERAL FUND REVENUE & FUND BALANCE	\$ 110,490,424	\$ 113,542,955	\$ 119,386,257	\$ 119,386,257	\$ 118,755,817	\$ 5,212,862	4.6%
ADULT EDUCATION							
AE LOCAL REVENUE							
LOCAL FUNDS (tax levy)	\$ 1,718,445	\$ 1,717,219	\$ 1,793,743	\$ 1,793,743	\$ 1,783,513	\$ 66,294	3.9%
TUITION-INDIV-ENRICHMT	58,316	130,000	119,849	119,849	119,241	(10,759)	-8.3%
TUITION-INDIV-VOC	29,561	40,000	40,000	40,000	40,000	-	0.0%
TUITION-OTHER-ACADEMIC	28,498	20,000	20,000	20,000	20,000	-	0.0%
FUND TRANSFERS	-	-	-	-	-	-	0.0%
TOTAL LOCAL	1,834,819	1,907,219	1,973,592	1,973,592	1,962,754	55,535	2.9%
AE STATE REVENUE							
STATE SUBSIDY	526,687	609,742	592,998	592,998	592,998	(16,744)	-2.7%
TOTAL STATE	526,687	609,742	592,998	592,998	592,998	(16,744)	-2.7%
USE OF FUND BALANCE	-	19,333	20,000	20,000	20,000	667	3.5%
TOTAL ADULT EDUCATION REVENUE	\$ 2,361,506	\$ 2,536,294	\$ 2,586,590	\$ 2,586,590	\$ 2,575,752	\$ 39,458	1.6%

Portland Public Schools
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April 13, 2021

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FOOD SERVICE							
FS LOCAL REVENUE							
LOCAL FUNDS (tax levy)	\$ 124,435	\$ 70,341	\$ 205,905	\$ 205,905	\$ 186,123	\$ 115,782	164.6%
DAILY SALES - LUNCH	229,823	292,063	274,517	274,517	274,517	(17,546)	-6.0%
DAILY SALES NON REIM	78,259	104,814	100,000	100,000	100,000	(4,814)	-4.6%
SPECIAL FUNCTIONS	35,505	10,000	10,000	10,000	10,000	-	0.0%
BUILDING RENTALS	6,000	6,000	6,000	6,000	6,000	-	0.0%
MISC REFUNDS	2,134	3,000	3,000	3,000	3,000	-	0.0%
TOTAL LOCAL	476,156	486,218	599,422	599,422	579,640	93,422	19.2%
FS STATE REVENUE							
STATE REIMBURSEMENT	49,549	51,885	51,885	51,885	51,885	-	0.0%
TOTAL STATE	49,549	51,885	51,885	51,885	51,885	-	0.0%
FS FEDERAL REVENUE							
AFTER SCHL SNACK	3,388	3,760	1,920	1,920	1,920	(1,840)	-48.9%
SUMMER FOOD PROG	456,237	154,662	100,000	100,000	100,000	(54,662)	-35.3%
PERFORMNC-BASED LUNCH	25,175	38,247	38,247	38,247	38,247	-	0.0%
REIMB LUNCH - REGULAR	122,279	185,770	191,233	191,233	191,233	5,463	2.9%
REIMB LUNCH - REDUCED	45,778	61,496	63,553	63,553	63,553	2,057	3.3%
REIMB LUNCH - FREE	812,908	1,251,259	1,287,703	1,287,703	1,287,703	36,444	2.9%
REIMB BREAKFAST	501,786	762,368	784,339	784,339	784,339	21,971	2.9%
PAYMTS IN LIEU OF COMM	182,566	198,063	202,161	202,161	202,161	4,098	2.1%
FRESH FRUITS AND VEGGIES	50,813	79,700	72,450	72,450	72,450	(7,250)	-9.1%
CHILD/ADULT CARE FOOD PRGM	124,600	200,000	200,000	200,000	200,000	-	0.0%
TRANSFER FROM GENERAL FUND	672,394	-	-	-	-	-	0.0%
PROCEEDS FM PROPERTY DISPOSAL	27	-	-	-	-	-	0.0%
TOTAL FEDERAL	2,997,952	2,935,325	2,941,606	2,941,606	2,941,606	6,281	0.2%
USE OF FUND BALANCE	-	310,000	250,000	250,000	250,000	(60,000)	-19.4%
TOTAL FOOD SERVICE REVENUE	\$ 3,523,658	\$ 3,783,428	\$ 3,842,913	\$ 3,842,913	\$ 3,823,131	\$ 39,703	1.0%
TOTAL REVENUE AND OTHER FUNDING SOURCES							
	\$ 116,375,588	\$ 119,862,677	\$ 125,815,760	\$ 125,815,760	\$ 125,154,700	\$ 5,292,023	4.4%

Portland Public Schools
FY2022 Summary Expenditure Budget
General, Adult Ed, and Food Services Funds
Board of Education Recommended Budget
April 13, 2021

	FY20 Actual	FY21 Approved	FY22 Supt Recommended	FY22 Fin Comm Recommended	FY22 Board Recommended	\$ +/- v FY21	% +/- v FY21
Wages							
Regular	\$ 65,954,066	\$ 67,529,023	\$ 71,262,140	\$ 71,262,140	\$ 71,262,140		
Temp/Sub/Tutor/OT	2,256,048	2,326,876	2,326,225	2,326,225	2,326,225		
Add pay/Stipends	2,319,250	2,454,918	2,562,380	2,562,380	2,562,380		
<i>Total Wages</i>	70,529,364	72,310,817	76,150,745	76,150,745	76,150,745	\$ 3,839,928	5.3%
Benefits							
Health	15,473,475	16,000,018	17,067,858	17,067,858	16,406,798		
Retirement	3,512,180	3,620,217	3,675,096	3,675,096	3,675,096		
All other	2,391,111	2,605,479	2,814,771	2,814,771	2,814,771		
<i>Total Benefits</i>	21,376,767	22,225,714	23,557,725	23,557,725	22,896,665	670,951	3.0%
Contracted Services							
Professional & Tech. Svcs	1,475,344	1,581,429	1,532,067	1,532,067	1,532,067		
Employee Training/Dev	348,774	532,868	523,220	523,220	523,220		
SPED Contracted Svcs	464,391	483,228	513,458	513,458	513,458		
Student Transportation	185,366	345,000	345,000	345,000	345,000		
Tuition	748,799	933,566	980,676	980,676	980,676		
Legal Services	150,212	150,000	150,000	150,000	150,000		
Water & Sewer	131,090	177,590	197,230	197,230	197,230		
Repair & Maintenance	2,576,923	2,836,343	2,794,566	2,794,566	2,794,566		
Rentals	322,805	378,230	381,130	381,130	381,130		
Loans/Leases	244,334	239,600	46,000	46,000	46,000		
Liability Insurance	436,532	521,924	603,719	603,719	603,719		
Other Services	661,046	815,954	825,045	825,045	825,045		
<i>Total Contracted Services</i>	7,745,615	8,995,732	8,892,111	8,892,111	8,892,111	(103,621)	-1.2%
Supplies							
Education Supplies	1,000,531	1,132,315	1,128,035	1,128,035	1,128,035		
Tech Related Supplies	72,533	146,770	142,080	142,080	142,080		
General Supplies	626,855	698,883	699,684	699,684	699,684		
Custodial Supplies	281,375	240,475	240,475	240,475	240,475		
Software Licenses	423,926	548,555	585,995	585,995	585,995		
Utilities	1,854,633	2,279,760	2,147,562	2,147,562	2,147,562		
Gasoline	58,523	127,082	127,082	127,082	127,082		
Food/Non-food supplies	1,368,593	1,695,360	1,695,360	1,695,360	1,695,360		
<i>Total Supplies</i>	5,686,971	6,869,200	6,766,273	6,766,273	6,766,273	(102,927)	-1.5%
Other Costs							
Field Trip Transportation	264,705	347,111	334,921	334,921	334,921		
Miscellaneous	1,925,938	374,709	357,232	357,232	357,232		
Capital	241,002	315,950	201,675	201,675	201,675		
<i>Total Other Costs</i>	2,431,644	1,037,770	893,828	893,828	893,828	(143,942)	-13.9%
Debt Service							
Bond DS	7,879,775	8,423,444	9,555,078	9,555,078	9,555,078	1,131,634	13.4%
Total Expenditures	\$ 115,650,135	\$ 119,862,677	\$ 125,815,760	\$ 125,815,760	\$ 125,154,700	\$ 5,292,023	4.4%

Portland Public Schools
FY2022 Detail Expenditure Budget
Board of Education Recommended Budget
April 13, 2021

	FY20 Actual	FY21 Approved	FY22 Supt Recommended	FY22 Fin Comm Recommended	FY22 Board Recommended	\$ +/- v FY21	% +/- v FY21
SALARIES & BENEFITS							
<i>Regular Salaries</i>							
PROFESSIONAL SALARY	\$ 44,270,984	\$ 45,977,764	\$ 48,341,267	\$ 48,341,267	\$ 48,341,267	\$ 2,363,503	5.1%
INSTRUCTIONAL AIDE/ASST	5,617,192	5,952,091	6,326,005	6,326,005	6,326,005	373,914	6.3%
ADMINISTRATOR/ REG SUPPORT	16,065,889	15,599,168	16,594,868	16,594,868	16,594,868	995,700	6.4%
Total Regular Salaries	65,954,066	67,529,023	71,262,140	71,262,140	71,262,140	3,733,117	5.5%
<i>Temporary Salaries</i>							
TEMPORARY SALARY	837,446	1,013,630	1,011,528	1,011,528	1,011,528	(2,102)	-0.2%
TUTOR	30,529	46,703	48,104	48,104	48,104	1,401	3.0%
SUBSTITUTE	1,120,363	1,116,043	1,116,043	1,116,043	1,116,043	-	0.0%
TEACHER ADDITIONAL PAY	69,095	114,799	106,291	106,291	106,291	(8,508)	-7.4%
AIDE/ASST OVERTIME	277	-	-	-	-	-	0.0%
REGULAR SUPPORT OVERTIME	267,433	150,500	150,550	150,550	150,550	50	0.0%
STIPEND/DIFFERENTIAL	1,558,884	1,675,399	1,791,369	1,791,369	1,791,369	115,970	6.9%
STIPEND-RETIREMENT SICK	677,863	640,000	640,000	640,000	640,000	-	0.0%
STIPEND/OTHER	13,408	24,720	24,720	24,720	24,720	-	0.0%
Total Temporary Salaries	4,575,298	4,781,794	4,888,605	4,888,605	4,888,605	106,811	2.2%
Total Salaries	70,529,364	72,310,817	76,150,745	76,150,745	76,150,745	3,839,928	5.3%
<i>Benefits</i>							
HEALTH INSURANCE	15,473,475	16,000,018	17,067,858	17,067,858	16,406,798	406,780	2.5%
MEDICARE	970,082	1,049,136	1,107,959	1,107,959	1,107,959	58,823	5.6%
RETIREMENT	3,512,180	3,620,217	3,675,096	3,675,096	3,675,096	54,879	1.5%
TUITION REIMBURSEMENT	225,064	210,000	269,520	269,520	269,520	59,520	28.3%
WORKER'S COMP	509,058	599,865	599,865	599,865	599,865	-	0.0%
ALL OTHER	686,907	746,478	837,427	837,427	837,427	90,949	12.2%
Total Benefits	21,376,767	22,225,714	23,557,725	23,557,725	22,896,665	670,951	3.0%
TOTAL SALARIES & BENEFITS	91,906,131	94,536,531	99,708,470	99,708,470	99,047,410	4,510,879	4.8%
CONTRACTED SERVICES							
PURCHASED PROF & TECH SVC	1,400,344	1,441,429	1,392,067	1,392,067	1,392,067	(49,362)	-3.4%
CONTRACTUAL PRE-K	75,000	140,000	140,000	140,000	140,000	-	0.0%
EMPLOYEE TRAIN & DEV SVCS	348,774	532,868	523,220	523,220	523,220	(9,648)	-1.8%
OTHER PROFESIONNAL SVCS	10,636	15,000	17,000	17,000	17,000	2,000	13.3%
SECURITY	104,239	161,067	161,067	161,067	161,067	-	0.0%
ALARMS	4,050	4,325	4,325	4,325	4,325	-	0.0%
ARCHITECT/ENGINEER - NSA	22,682	20,000	20,000	20,000	20,000	-	0.0%
ADULT ED CONTRACTED SVCS	230	6,000	6,000	6,000	6,000	-	0.0%
SPEC ED CONTRACTED SVCS	464,391	483,228	513,458	513,458	513,458	30,230	6.3%
LEGAL SERVICES	150,212	150,000	150,000	150,000	150,000	-	0.0%
WATER	41,302	50,740	55,624	55,624	55,624	4,884	9.6%
SEWER	89,788	126,850	141,606	141,606	141,606	14,756	11.6%
REPAIR AND MAINT SVCS	1,059,913	1,217,466	1,079,762	1,079,762	1,079,762	(137,704)	-11.3%
HVAC MAINTENANCE	534,024	517,703	595,514	595,514	595,514	77,811	15.0%
MOWING/PLOWING/FIELDMAINT	566,297	610,766	610,766	610,766	610,766	-	0.0%
ASBESTOS/MOLD SVCS	15,379	20,000	20,000	20,000	20,000	-	0.0%
VEHICLE & EQUIPMT REPAIR	25,979	26,000	31,000	31,000	31,000	5,000	19.2%
WASTE DISPOSAL SERVICES	106,366	101,126	114,242	114,242	114,242	13,116	13.0%
RECYCLING SERVICES	111,676	122,040	122,040	122,040	122,040	-	0.0%
HAZ WASTE DISPOSAL SVCS	-	8,000	8,000	8,000	8,000	-	0.0%

Portland Public Schools
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Board of Education Recommended Budget
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	FY20 Actual	FY21 Approved	FY22 Supt Recommended	FY22 Fin Comm Recommended	FY22 Board Recommended	\$ +/- v FY21	% +/- v FY21
PEST MGMT SERVICES	16,157	17,850	17,850	17,850	17,850	-	0.0%
FIRE EXTINGUISHER MAINT SVCS	10,162	10,000	10,000	10,000	10,000	-	0.0%
RENTALS	322,805	378,230	381,130	381,130	381,130	2,900	0.8%
COMPUTER LEASE	238,533	239,600	46,000	46,000	46,000	(193,600)	-80.8%
LEASES-NOT DOE APPROVED	5,800	-				-	0.0%
OTHER PURCHASED SERVICES	953	1,450	1,360	1,360	1,360	(90)	-6.2%
STUDENT TRANSPORT SVCS	-	250	250	250	250	-	0.0%
STUDENT TRANS PURCH-PRIV	181,499	315,000	315,000	315,000	315,000	-	0.0%
STUDENT TRANS/PRIV-SPED OOD	309	15,000	15,000	15,000	15,000	-	0.0%
STUDENT TRANS/PRIV-HOMELESS	3,558	15,000	15,000	15,000	15,000	-	0.0%
INSURANCE-GEN LIABILITY	436,532	521,924	603,719	603,719	603,719	81,795	15.7%
POSTAGE	60,756	75,763	71,279	71,279	71,279	(4,484)	-5.9%
PHONE	173,369	146,652	158,052	158,052	158,052	11,400	7.8%
INTERNET CONNECTIVITY	51,576	52,426	52,426	52,426	52,426	-	0.0%
EBOOKS & ONLINE SUBSCRPTNS	32,811	31,219	37,634	37,634	37,634	6,415	20.5%
ADVERTISING	4,524	16,000	15,750	15,750	15,750	(250)	-1.6%
ADULT ED ADVERTISING	15,395	25,000	25,000	25,000	25,000	-	0.0%
PRINTING/BINDING	27,150	52,252	57,743	57,743	57,743	5,491	10.5%
PHOTOCOPYING	136,809	157,800	157,800	157,800	157,800	-	0.0%
TUITION TO IN-STATE SAU	125,940	110,550	122,510	122,510	122,510	11,960	10.8%
TUITION TO PRIVATE SOURCE	607,594	808,016	843,166	843,166	843,166	35,150	4.4%
TUITION TO POST-SECONDARY	15,265	15,000	15,000	15,000	15,000	-	0.0%
STAFF TRAVEL	146,840	235,942	224,551	224,551	224,551	(11,391)	-4.8%
ADULT ED TRAVEL-STATE MTG	-	200	200	200	200	-	0.0%
TOTAL CONTRACTED SERVICES	7,745,615	8,995,732	8,892,111	8,892,111	8,892,111	(103,621)	-1.2%
SUPPLIES							
GENERAL SUPPLIES	626,855	698,883	699,684	699,684	699,684	801	0.1%
CUSTODIAL SUPPLIES	281,375	240,475	240,475	240,475	240,475	-	0.0%
INSTRUCTIONAL SUPPLIES	604,542	658,556	677,483	677,483	677,483	18,927	2.9%
NATURAL GAS	910,323	1,062,000	943,800	943,800	943,800	(118,200)	-11.1%
ELECTRICITY	891,162	1,131,060	1,117,062	1,117,062	1,117,062	(13,998)	-1.2%
BOTTLED GAS	9,632	19,700	19,700	19,700	19,700	-	0.0%
OIL	43,516	67,000	67,000	67,000	67,000	-	0.0%
GASOLINE	58,523	127,082	127,082	127,082	127,082	-	0.0%
FOOD	1,244,557	1,549,283	1,549,283	1,549,283	1,549,283	-	0.0%
NON-FOOD SUPPLIES	124,036	146,077	146,077	146,077	146,077	-	0.0%
BOOKS/PERIODICALS	394,892	467,014	445,657	445,657	445,657	(21,357)	-4.6%
TECH-RELATED SUPPLIES	72,533	146,770	142,080	142,080	142,080	(4,690)	-3.2%
SOFTWARE LICENSES	423,926	548,555	585,995	585,995	585,995	37,440	6.8%
AUDIOVISUAL SUPPLIES	1,097	6,745	4,895	4,895	4,895	(1,850)	-27.4%
TOTAL SUPPLIES	5,686,971	6,869,200	6,766,273	6,766,273	6,766,273	(102,927)	-1.5%
MISCELLANEOUS							
DUES AND FEES	137,283	171,584	181,230	181,230	181,230	9,646	5.6%
BANK FEES	639	3,000	2,000	2,000	2,000	(1,000)	-33.3%
MAINE STATE BILLING FEES	31,555	68,452	68,452	68,452	68,452	-	0.0%
SCHOOL BOARD CONF FEES	-	2,000	2,000	2,000	2,000	-	0.0%
BAD DEBT	5,466	-	-	-	-	-	0.0%
FIELD TRIP TRANSPORTATION	264,705	347,111	334,921	334,921	334,921	(12,190)	-3.5%

Portland Public Schools
FY2022 Detail Expenditure Budget
Board of Education Recommended Budget
April 13, 2021

	FY20 Actual	FY21 Approved	FY22 Supt Recommended	FY22 Fin Comm Recommended	FY22 Board Recommended	\$ +/(-) v FY21	% +/- v FY21
MISC EXPENDITURES	1,364	8,673	7,550	7,550	7,550	(1,123)	-12.9%
OTHER ITEMS	9,030	96,000	96,000	96,000	96,000	-	0.0%
FUND TRANSFERS OUT	1,740,602	25,000	-	-	-	(25,000)	-100.0%
TOTAL MISCELLANEOUS	2,190,642	721,820	692,153	692,153	692,153	(29,667)	-4.1%
CAPITAL EQUIPMENT							
EQUIPMENT > \$10,000	67,381	109,000	64,000	64,000	64,000	(45,000)	-41.3%
EQUIPMENT < \$10,000	-	11,000	10,000	10,000	10,000	(1,000)	-9.1%
TECH-RELATED EQUIP < \$10,000	82,621	195,950	127,675	127,675	127,675	(68,275)	-34.8%
STUDENT TRANS. VEHICLES	91,000	-				-	0.0%
TOTAL CAPITAL EQUIPMENT	241,002	315,950	201,675	201,675	201,675	(114,275)	-36.2%
DEBT SERVICE							
DEBT SERVICE - OTHER	7,834,449	8,382,169	9,200,132	9,200,132	9,200,132	817,963	9.8%
DEBT SERVICE - BUSES	31,343	30,039	21,388	21,388	21,388	(8,651)	-28.8%
DEBT SERVICE - TECHNOLOGY	13,983	11,236	8,558	8,558	8,558	(2,678)	-23.8%
BOND ISSUANCE	-	-	325,000	325,000	325,000	325,000	100.0%
TOTAL DEBT SERVICE	7,879,775	8,423,444	9,555,078	9,555,078	9,555,078	1,131,634	13.4%
TOTAL EXPENDITURES	\$ 115,650,135	\$ 119,862,677	\$ 125,815,760	\$ 125,815,760	\$ 125,154,700	\$ 5,292,023	4.4%

Portland Public Schools
Board of Education Recommended Budget
FY2022 Expenditures by State Budget Categories
April 13, 2021

State Budget Category	FY20 Actual	FY21 Approved	FY22 Supt Recommended	FY22 Fin Comm Recommended	FY22 Board Recommended	\$ +/- v FY21	% +/- v FY21
1. Regular Instruction	\$ 45,734,596	\$ 47,816,535	\$ 49,012,977	\$ 49,012,977	\$ 48,757,638	\$ 941,103	2.0%
2. Special Ed. Instruction	17,215,740	18,240,094	19,480,692	19,480,692	19,318,601	1,078,507	5.9%
3. CTE (Voc.) Instruction	3,169,812	3,224,162	3,242,859	3,242,859	3,224,795	633	0.0%
4. Other Instruction	2,018,971	2,322,625	2,232,342	2,232,342	2,229,348	(93,277)	-4.0%
5. Student & Staff Support	10,035,285	10,548,935	12,049,369	12,049,369	11,987,053	1,438,118	13.6%
6. System Administration	3,804,809	4,238,092	4,739,437	4,739,437	4,717,328	479,236	11.3%
7. School Administration	5,691,923	5,736,533	5,928,915	5,928,915	5,895,946	159,413	2.8%
8. Transportation & Buses	3,000,509	3,349,809	3,633,282	3,633,282	3,600,985	251,176	7.5%
9. Facilities Maintenance	12,096,272	11,549,622	12,463,403	12,463,403	12,422,367	872,745	7.6%
10. Debt Service	6,194,685	6,016,698	6,041,774	6,041,774	6,041,774	25,076	0.4%
11. All Other Expenditures	1,076,146	499,850	561,207	561,207	559,982	60,132	12.0%
Total General Fund	\$ 110,038,749	\$ 113,542,955	\$ 119,386,257	\$ 119,386,257	\$ 118,755,817	\$ 5,212,862	4.6%
Adult Education	2,336,891	2,536,294	2,586,590	2,586,590	2,575,752	39,458	1.6%
Food Service	3,274,496	3,783,428	3,842,913	3,842,913	3,823,131	39,703	1.0%
Total	\$ 115,650,135	\$ 119,862,677	\$ 125,815,760	\$ 125,815,760	\$ 125,154,700	\$ 5,292,023	4.4%

Portland Public Schools
Board of Education Recommended Budget
FY2022 Cost Center Summary - Expenditure
April 13, 2021

Cost Center		FY20 Actual	FY21 Approved	FY22 Recommended	\$ +/-	% +/-
Elem.	Cliff Island	\$ 128,062	\$ 135,255	\$ 140,947	\$ 5,692	4.2%
	East End	4,730,969	5,014,739	5,288,812	274,073	5.5%
	Longfellow	3,100,783	3,090,465	3,230,993	140,528	4.5%
	Lyseth	4,648,336	5,321,251	6,008,654	687,403	12.9% *
	Ocean Avenue	4,951,704	5,218,617	5,218,472	(145)	0.0%
	Peaks Island	842,214	941,283	965,610	24,327	2.6%
	Presumpscot	2,767,226	2,806,896	3,126,498	319,602	11.4%
	Reiche	4,525,935	4,511,077	4,907,164	396,087	8.8%
	Rowe	4,866,320	4,699,697	4,897,935	198,238	4.2%
	Talbot	5,994,915	6,090,931	6,090,684	(247)	0.0%
Middle	King	6,010,584	6,413,835	6,626,985	213,150	3.3%
	Lincoln	5,830,827	6,093,379	6,312,134	218,755	3.6%
	Moore	6,301,055	6,625,893	7,332,983	707,090	10.7%
High	Portland	9,409,634	9,818,382	9,973,519	155,137	1.6%
	Deering	9,856,111	10,109,435	10,480,746	371,311	3.7%
	Casco Bay	3,334,007	3,574,834	3,637,919	63,085	1.8%
	PATHS	3,169,812	3,224,162	3,224,795	633	0.0%
Other	Special Education	2,406,593	2,597,163	2,745,733	148,570	5.7% **
	Summer School	32,170	17,187	-	(17,187)	-100.0%
	Breathe Program	1,879,077	1,918,033	417,737	(1,500,296)	-78.2% ***
	Communications Office	284,695	270,750	297,056	26,306	9.7%
	School Board	205,207	394,886	403,812	8,926	2.3%
	Superintendent	632,974	639,264	633,339	(5,925)	-0.9%
	Assistant Superintendent	224,029	257,139	388,956	131,817	51.3%
	Finance	1,734,606	1,224,952	1,260,583	35,631	2.9%
	Debt Service	6,194,685	6,016,698	6,041,774	25,076	0.4%
	Human Resources	1,037,282	951,986	1,260,773	308,787	32.4%
	District-wide benefits	643,105	769,865	769,865	-	0.0%
	Facilities Department	6,033,640	5,322,768	5,887,381	564,613	10.6% ****
	IT Department	1,660,892	1,863,868	1,822,081	(41,787)	-2.2%
	MultiLingual/District ELL Prgms	1,575,825	1,600,263	2,736,849	1,136,586	71.0% *****
	Department of Academics	1,723,175	1,781,162	2,214,854	433,692	24.3%
	District-wide PreK	182,735	647,931	546,263	(101,668)	-15.7% ***
	Transportation Services	3,119,566	3,578,909	3,863,911	285,002	8.0%
	Total General Fund	\$ 110,038,749	\$ 113,542,955	\$ 118,755,817	\$ 5,212,862	4.6%
	Adult Education	2,336,891	2,536,294	2,575,752	39,458	1.6%
	Food Service	3,274,496	3,783,428	3,823,131	39,703	1.0%
	Total	\$ 115,650,135	\$ 119,862,677	\$ 125,154,700	\$ 5,292,023	4.4%

*Includes \$1,284,121 in debt service for Lyseth school improvements

**The majority of this budget is located in school cost centers

***FTEs previously budgeted centrally in Central Breathe and PreK Cost Center now budgeted in schools

****Includes an increase of \$592,051 in debt service categorized in the Facilities cost center per state requirements.

*****Increase includes entire proposed ELL programs investment of \$1,031,625.

Portland Public Schools
Board of Education Recommended Budget
FY2022 Tax Rate Computation
April 13, 2021

	General Fund		Food Service		Adult Ed		TOTAL
Total Expenditures	\$	118,755,817	\$	3,823,131	\$	2,575,752	\$ 125,154,700
Less: General Revenue		(1,824,147)		(3,387,008)		(772,239)	(5,983,394)
State EPS		(14,454,060)					(14,454,060)
State reimbursed Debt Svc		(3,364,840)					(3,364,840)
Use of Fund Balance per Policy DA		(500,000)		(250,000)		(20,000)	(770,000)
Tax Levy	\$	98,612,770	\$	186,123	\$	1,783,513	\$ 100,582,406
<i>Valuation</i>		8,155,000,000					
Tax Rate:							
FY22	\$	12.09	\$	0.02	\$	0.22	\$ 12.33
FY21	\$	11.47	\$	0.01	\$	0.21	\$ 11.69
<i>\$ Increase</i>	\$	0.624	\$	0.014	\$	0.006	\$ 0.644
<i>% Increase</i>		5.44%		161.84%		2.78%	5.51%

Portland Public Schools
Board of Education Recommended Budget
FY22 Comparative Tax Levy Summary
April 13, 2021

	FY20	FY21	FY22	\$ +/-	% +/-
<i>Food Service</i>					
Expenditures	\$ 3,772,269	\$ 3,783,428	\$ 3,823,131	\$ 39,703	1.0%
Revenue	(3,647,824)	(3,713,087)	(3,637,008)	76,079	-2.0%
Tax Levy	124,445	70,341	186,123	115,782	164.6%
<i>Adult Ed</i>					
Expenditures	2,432,506	2,536,294	2,575,752	39,458	1.6%
Revenue	(714,071)	(819,075)	(792,239)	26,836	-3.3%
Tax Levy	1,718,435	1,717,219	1,783,513	66,294	3.9%
<i>General Fund</i>					
Expenditures	111,184,495	113,542,955	118,755,817	5,212,862	4.6%
Revenue	(19,682,237)	(20,991,771)	(20,143,047)	848,724	-4.0%
Tax Levy	91,502,258	92,551,184	98,612,770	6,061,586	6.5%
<i>Total</i>					
Expenditures	117,389,270	119,862,677	125,154,700	5,292,023	4.4%
Revenue	(24,044,132)	(25,523,933)	(24,572,294)	951,639	-3.7%
Tax Levy	\$ 93,345,138	\$ 94,338,744	\$ 100,582,406	\$ 6,243,662	6.6%

Portland Public Schools
Board of Education Recommended Budget
FY21 to FY22 Comparative Staffing--Locally Funded
April 13, 2021

Location	<u>Student Enrollment</u>		<u>Teachers (PEA)</u>		<u>Ed Techs</u>		<u>Principals (PAA)</u>		<u>Support Staff (BASE)^</u>		<u>Admin & Support (Non-union)</u>		<u>Total</u>		Diff.
	10/1/2019	10/1/2020	FY21	FY22	FY21	FY22	FY21	FY22	FY21	FY22	FY21	FY22	FY21	FY22	
Cliff Island Elementary	5	3	1.40	1.40	-	-	-	-	0.25	0.25	-	-	1.65	1.65	-
East End Community	419	423	38.18	44.68	16.79	18.29	2.00	2.00	6.00	4.00	0.18	0.18	63.14	69.15	6.01
Longfellow Elementary	327	295	27.86	27.86	4.09	4.09	1.50	1.50	1.50	4.00	0.18	0.18	35.12	37.62	2.50
Lyseth Elementary	511	496	38.79	42.99	8.00	10.00	2.00	2.00	2.00	2.00	0.18	0.18	50.97	57.17	6.20
Ocean Avenue Elem.	341	336	39.28	39.28	23.29	24.79	2.00	2.00	6.00	3.00	0.18	0.18	70.74	69.24	-1.50
Peaks Island Elem.	40	33	6.90	6.80	2.00	2.00			2.50	2.50	0.18	0.18	11.58	11.48	-0.10
Presumpscot Elem.	271	247	24.53	27.53	5.00	5.50	1.00	1.00	3.00	3.00	0.18	0.18	33.71	37.21	3.50
Reiche Elementary	446	394	39.15	43.35	8.30	10.15			2.00	3.75	0.18	0.33	49.63	57.58	7.95
Rowe Elementary	426	437	38.54	43.54	15.93	17.72	2.00	2.00	2.00	2.50	0.18	0.18	58.65	65.93	7.28
Talbot Elementary	438	384	45.38	48.18	24.00	24.00	2.00	2.00	2.00	2.75	0.18	0.18	73.56	77.11	3.55
King Middle School	476	479	52.17	53.34	9.80	9.80	2.00	2.00	7.25	7.25	0.50	0.50	71.72	72.89	1.17
Lincoln Middle School	502	467	50.42	51.89	7.00	9.00	2.00	2.00	8.50	8.00	0.19	0.19	68.11	71.08	2.97
Moore Middle School	486	484	50.04	56.70	16.00	20.50	2.00	2.00	8.50	8.00	0.19	0.19	76.73	87.39	10.66
Casco Bay High	389	394	32.74	33.14	1.20	1.20	1.00	1.00	2.00	2.00	-	-	36.94	37.34	0.40
Deering High School	798	735	72.59	75.50	15.03	20.96	4.00	4.00	12.75	12.75	3.20	3.20	107.57	116.41	8.84
Portland High School	873	888	67.98	69.48	14.60	13.60	4.00	4.00	13.00	13.00	3.20	3.20	102.78	103.28	0.50
PATHS	-	-	20.00	20.00	5.00	5.00	1.00	1.00	8.50	8.50	0.20	0.20	34.70	34.70	-
Breathe Program*	-	-	17.50	3.50	10.00	-	-	-	1.00	1.00	-	-	28.50	4.50	-24.00
Special Services	-	-	5.70	5.70	2.70	2.70	1.00	1.00	1.00	1.00	5.18	5.18	15.57	15.57	-
Superintendent Office	-	-	-	-	-	-	-	-	-	-	3.00	3.00	3.00	3.00	-
Asst Supt/School Mgmt	-	-	-	-	-	-	-	-	-	-	2.00	3.00	2.00	3.00	1.00
Asst Supt/Academics	-	-	5.40	6.60	-	-	-	-	-	-	3.70	5.70	9.10	12.30	3.20
District-wide PreK**	-	-	3.00	-	3.00	-	-	-	-	-	1.50	1.50	7.50	1.50	-6.00
Multilingual/Lang Dev.	-	-	3.97	4.70	-	-	-	-	2.00	2.00	13.25	13.55	19.22	20.25	1.03
Communications Office	-	-	-	-	-	-	-	-	0.60	0.60	1.50	1.80	2.10	2.40	0.30
Finance	-	-	-	-	-	-	-	-	1.00	1.00	8.00	8.00	9.00	9.00	-
Human Resources	-	-	-	-	-	-	-	-	-	-	7.00	8.00	7.00	8.00	1.00
Information Technology	-	-	-	-	-	-	-	-	5.00	5.00	6.00	6.00	11.00	11.00	-
Facilities	-	-	-	-	-	-	-	-	7.65	7.65	3.00	3.00	10.65	10.65	-
Transportation	-	-	-	-	-	-	-	-	35.87	40.25	2.92	3.32	38.79	43.57	4.78
Adult Ed	-	-	8.93	9.03	-	-	2.00	2.00	6.63	6.63	2.00	2.00	19.56	19.66	0.10
Food Service	-	-	-	-	-	-	-	-	34.94	34.94	1.00	1.00	35.94	35.94	-
Total	6748	6495	690.45	715.19	191.71	199.28	31.50	31.50	183.44	187.31	69.10	74.25	1,166.20	1,207.52	
Change		-253		24.74		7.57		0.00		3.87		5.15		41.32	

*Most Breathe staff budgeted centrally in FY21 now reflected in school-based costs centers.

**Partner site & expansion classroom staffing previously reflected in district-wide now reflected at Reiche, where students are rostered. Proposed partner expansion reflected at Talbot.

^All changes to BASE staff in elementary schools represents differences in which custodial staff (20 FTEs) were shifted to CARES funding in FY21 versus the budget due to grant stipulations.

Portland Public Schools
FY2021 Staffing Changes During Fiscal Year--Locally Funded
Board of Education Recommended Budget
April 13, 2021

FY21 Budgeted Positions at Beginning of the Year 1,166.20

Approved during FY21:

Nurse	0.20	Lyseth	Teacher
Communications Coordinator	0.30	Communications	Non-Union
Adult Ed Literacy Teacher	0.10	Adult Ed	Teacher
Teaching Strategist	0.50	King Middle School	Teacher
Teaching Strategist	0.50	Lincon Middle School	Teacher
Teaching Strategist	0.50	Moore Middle School	Teacher
World Language Teacher	(0.50)	King Middle School	Teacher
School Secretary	(0.50)	Lincon Middle School	BASE
School Secretary	(0.50)	Moore Middle School	BASE
* Custodian (net FTE adj, cost neutral)	0.50	Custodians	BASE
** Classroom Teacher (FY21 budget error)	(1.00)	Ocean Ave	Teacher
Misc. adjustments (net)	0.02	Misc.	Misc.
	0.12		

FY21 Current Staffing **1,166.32**

Notes

- * In the FY21 budget, 20.5 custodial FTEs were budgeted to shift to CARES funding.
Ultimately, the position mix identified for grant funding only allowed to 20.0 FTEs to be shifted.
The total cost of those 20 positions was the same as the originally identified 20.5 positions.
- ** The # of FTEs for Ocean Ave. classroom teachers was inadvertently overbudgeted in FY21.
This does not reflect a reduction in a current teacher position.

**Portland Public Schools
FY2022 Staffing Changes Proposed--Locally Funded
Board of Education Recommended Budget
April 13, 2021**

FY21 Current Staffing 1,166.32

Proposed in FY22:

Investments	Pre-K Teacher	1.00	Lyseth	Teacher
	Pre-K Teacher	1.00	Partner Site	Teacher
	Pre-K Ed Tech	1.00	Lyseth	Ed Tech
	Pre-K Ed Tech	1.00	Partner Site	Ed Tech
	Bus Drivers (Pre-K Transportation)	2.00	Transportation	BASE
	Bus Aides (Pre-K Transportation)	3.00	Transportation	BASE
	Special Ed ASD Teacher	1.00	Ocean Ave	Teacher
	Special Ed ASD Ed Techs	3.00	Ocean Ave	Ed Tech
	Special Ed ASD Teacher	1.00	Lincoln Middle School	Teacher
	Special Ed ASD Ed Tech	1.00	Lincoln Middle School	Ed Tech
	Special Ed Functional Life Skills Teacher	1.00	Deering High School	Teacher
	Special Ed Functional Life Skills Ed Tech	1.00	Deering High School	Ed Tech
	Dual ID Special Ed/ELL Teacher	1.00	District	Teacher
	ELL Teacher (0.5 Pre-K)	2.50	East End	Teacher
	ELL Teacher (1.0 Pre-K)	2.00	Lyseth	Teacher
	ELL Teacher	0.50	Presumpscot	Teacher
	ELL Teacher	2.00	Reiche	Teacher
	ELL Teacher (1.0 Pre-K)	2.00	Rowe	Teacher
	ELL Teacher (1.0 Pre-K)	2.00	Talbot	Teacher
	ELL Teacher	0.50	Deering High School	Teacher
	ELL Teacher	0.50	Portland High School	Teacher
	ELL SLIFE Literacy Teacher	1.00	Deering High School	Teacher
	ELL SLIFE Ed Tech	1.00	Deering High School	Ed Tech
	ELL SLIFE Social Worker	0.50	Deering High School	Teacher
	Social Worker	0.50	East End	Teacher
	Social Worker	1.00	Lyseth	Teacher
	Social Worker	0.20	Presumpscot	Teacher
	Social Worker	0.50	Reiche	Teacher
	Social Worker	0.80	Talbot	Teacher
	Social Worker	0.50	Casco Bay High School	Teacher
	High School Math Coach	1.00	District/Academics	Teacher
	Social Studies Teacher Leader	0.20	District/Academics	Teacher
	Outdoor Learning Teacher Leader	1.00	District/Academics	Teacher
	Technology Integration Coordinator	1.00	Academics	Non-Union
	Director of Diversity, Equity & Inclusion	1.00	Academics	Non-Union
	BIPOC Career Pathways Coordinator	1.00	Human Resources	Non-Union
	Ombudsperson	1.00	Asst Superintendent	Non-Union
Reductions	Professional Learning Teacher Leader	(1.00)	Academics	Teacher
		41.20		

FY22 Proposed Staffing 1,207.52

FY21 Authorized Positions (Budget) 1,166.20

FTE Change 41.32

Portland Public Schools
Certified October 1st Attending Enrollment~

Cost Center		Oct 2015 (FY16)	Oct 2016 (FY17)	Oct 2017 (FY18)	Oct 2018 (FY19)	Oct 2019 (FY20)	Oct 2020 (FY21)	Oct 2021 Proj 1 (FY22)*	Oct 2021 Proj 2 (FY22)*
ELEMENTARY SCHOOLS									
010	Cliff Island	4	5	2	2	5	3	3	5
030	East End	405	400	416	384	419	423	420	420
040	Rowe	395	425	403	435	426	437	458	459
050	Longfellow	337	315	334	334	327	295	282	304
060	Lyseth	504	471	491	515	511	496	488	516
065	Ocean Ave	416	405	381	357	341	336	339	371
070	Peaks Island	40	38	37	39	40	33	36	38
080	Presumpscot	268	252	248	246	271	247	237	272
090	Reiche	427	434	437	436	446	394	392	468
100	Talbot	468	457	442	437	438	384	376	415
	PK exp							32	32
	Total Elementary	3,264	3,202	3,191	3,185	3,224	3,048	3,063	3,300
MIDDLE SCHOOLS									
110	King	517	517	519	497	476	479	476	504
120	Lincoln	485	499	513	528	502	467	457	492
130	Moore	480	501	444	453	486	484	528	564
	Total Middle School	1,482	1,517	1,476	1,478	1,464	1,430	1,461	1,560
HIGH SCHOOLS									
310	Portland	793	734	756	741	873	888	881	901
340	Deering	901	908	913	906	798	735	657	676
340	Casco Bay	389	378	386	385	389	394	393	396
	Total High School	2,083	2,020	2,055	2,032	2,060	2,017	1,931	1,973
TOTAL SCHOOL ENROLLMENT		6,829	6,739	6,722	6,695	6,748	6,495	6,455	6,833
Change		-158	-90	-17	-27	53	-253	-40	338
Percent change		-2.3%	-1.3%	-0.3%	-0.4%	0.8%	-3.7%	-0.6%	5.2%
Subsidy (EPS) counts		6,789	6,740	6,695	6,672	6,730	6,471	6,431	6,809

* Projection 1 is based on current year enrollment, which has been significantly impacted by the pandemic. Projection 2 assumes a return to pre-pandemic enrollment trends.

Notes:

Counts reflect attending enrollment as certified by the Maine Department of Ed. except for FY22, which are projections only.

Only Portland resident PATHS students are included above, and are counted at their home school.

~ Data provided by Maine Dept of Education at <https://www.maine.gov/doe/data-reporting/reporting/warehouse/enrollment>

Investment Narratives

Investment	Curriculum Support	
Sponsor	Melea Nalli, Assistant Superintendent of Teaching & Learning	
FTE Additions	1.2 FTE	\$103,808
Non-FTE Additions	n/a	\$0
Reduced Costs	n/a	\$0
Total Budget Impact		\$103,808 or \$0.01 on the tax rate

FTE Detail

Position	Location	Total Cost (Salary & Benefits)
1.0 HS Math Coach	Academics	\$84,003
0.2 Social Studies Teacher Leader	Academics	\$19,805
	Total	\$103,808

Narrative:

1.0 HS Math Coach

For the last 5 years, Math has been the focus of our instructional priorities within the Portland Promise. We have invested significantly in math coaching at the elementary and middle school level because we believe that embedded professional development is what best supports teachers, resulting in the most sustainable transformation to instructional practice and the greatest coherence across the system. We began the math transformation work with a “vertical team” of representatives in PK-12 and drafted a vision. Meanwhile, we ensured that every elementary and middle school had a math coach, and provided each coach with professional development and their own coaching to support teachers in aligning instruction to our vision. We also adopted a consistent problem-based math curriculum that aligns to our district vision. Coaches have been supporting the implementation of that curriculum while still focusing broadly on the key practice changes that align with our vision.

This year, students entering 9th grade will have benefited from this laser-like focus on math. Students will have had teachers who had a math coach for 4 years, as well as an engaging, accessible, and aligned curriculum--Illustrative Mathematics--for 3 years. We are ready to align our instruction PK-12 to a vision of math that is joyful, believes that all students can achieve at high levels, values students' thinking, and fosters discourse and language development within the math classroom. This HS math coach will support 3 schools, roughly 30 math teachers, special educators, and EL teachers that support math, and ensure that all students in Portland have access to high quality math instruction. This coach will be able to pull in an understanding

of the work at the elementary and middle school levels to ensure coherence in the math experience at the high school level. They will also be able to collaborate with middle and elementary coaches on what students are missing at the high school level in order to refine the work at the younger grades. They will provide coaching and support meaningful collaboration across high school math departments.

.2 Social Studies Teacher Leader

Fiona Hopper is our part-time Social Studies Teacher Leader, and is currently leading a process involving over 30 educators and countless community members to develop a Wabanaki Studies curriculum that is viewed as a model for the State of Maine. This curriculum, supported and vetted by tribal leaders, scholars, and parents, will benefit all students in Portland in grades Pre-K through 12. Ms. Hopper, along with the educators that she is leading and coordinating, is also developing a scope and sequence for Social Studies that will align the content and approach to Social Studies across the curriculum to be culturally responsive, decolonized, and also ensure that students, regardless of which school they attend, will learn both broad knowledge needed to succeed in the world, as well as the depth of knowledge needed to think critically about such important topics as power, economics, and natural resources.

Next year, Ms. Hopper will continue this work and with the additional time afforded by this increase in FTE, will take on coordinating and leading the development of an Africana Studies curriculum for PK-12. Students, educators and the community have been calling on Portland to expand its social studies curriculum to deeply embed African and African American Studies for years. We have great urgency to continue the momentum that was started this year and to move into deeper curriculum development work next year. This additional .2 FTE will afford Hopper the time needed to write and coordinate, along with educators, community members, and scholars in this field, a comprehensive curriculum for students at every age in Portland.

Investment	Enable Collaboration and Specialized ELL Instruction (Lau Plan)	
Sponsor	Melea Nalli, Assistant Superintendent of Teaching & Learning	
FTE Additions	15.5 FTE	\$1,031,624
Non-FTE Additions	n/a	\$0
Reduced Costs	n/a	\$0
Total Budget Impact		\$1,031,624 or \$0.13 on the tax rate

FTE Detail

Position	Location	Total Cost (Salary & Benefits)
8.5 ELL Teachers	East End (2.0), Lyseth (1.0), Presumpscot (0.5), Reiche (2.0), Rowe (1.0), Talbot (1.0), Deering (0.5), Portland (0.5)	\$552,532
3.5 PreK ELL Teachers	East End (0.5), Lyseth (1.0), Rowe (1.0), Talbot (1.0)	\$227,514
1.0 Dual ID Special Ed/ELL Teacher	District	\$109,209
1.0 SLIFE Literacy Teacher	Deering High School	\$65,004
0.5 SLIFE Social Worker	Deering High School	\$32,502
1.0 SLIFE Ed Tech	Deering High School	\$44,863
	Total	\$1,031,624

Narrative:

ELL Teacher Roles

Background & Current State

One year ago we revised the district Lau Plan and explained the moral and legal obligation that we have to serve our English Learners (ELs). In order to operationalize this commitment, we recognize the importance and value of collaboration among general educators and EL teachers and must keep in mind the requirement of providing direct specialized language instruction to ELs. Currently, we are underserving our English Learners who must receive direct instruction from an ESOL (English for Speakers of Other Languages) endorsed teacher.

Students with more basic knowledge of English must receive more intensive instruction. Students close to proficiency must receive less intensive direct English instruction. All ELs will learn best when their classroom teacher has the tools and mindset to collaborate with EL

teachers to maximize academic content instruction and English language development. This investment takes into consideration the need for smaller class ratios at the elementary level, the balance of direct instruction and teacher co-planning and co-teaching and the recommended pedagogy of English development. This request was brought forward last year and remained unfunded. We are bringing it forward again. The needs remain an urgent priority, especially in the context of our Equity goal.

Process to Get to This Level of Service

For the past four years we have been monitoring closely the number of ELs and EL staff at each school and across the district throughout the school year. We have looked at the complexity of ELs including their date of arrival, native language literacy, McKinney-Vento status, Long Term EL status, social-emotional needs, dual identified (Special Education/EL) status and other key factors that must be considered in delivering EL services to students. Based on that analysis, as well as February 2020 guidance from the MDOE regarding required frequency of direct English instruction and each school's proposal for meeting the needs of their EL population, the Department of Language Development has landed on current recommendation of staffing.

Five-Year Goal

The long-term goal of this investment is to maximize our general educators' expertise in working with English Learners. Collaboration and ESOL certification for educators are two key ways to develop our teaching staff. Though the benefits are predominantly for our English Learners, all academic language learners will be the beneficiaries of this investment in core instruction.

Portland Promise Goal

Collaboration among EL teachers and general educators will help us achieve the Equity and Achievement goals of our Portland Promise. This investment is designed to meet the needs of our current students and to help us build momentum as an organization in transformative core instructional practices.

This Investment Allows us to:

- Meet the needs of our current English Learners as described in the revised PPS Lau Plan
- Be in compliance with MDOE expectations for EL instruction
- Professionally develop classroom teachers and equip them with the tools and mindset to effectively meet the needs of English Learners

SLIFE Roles

Over the last five years, Portland has received an increasing number of students who are at the beginning of their English language journey, more of whom have experienced limited or interrupted education. In order to meet the needs of Students with Limited or Interrupted Formal Education (SLIFE) at the secondary level, we will provide English language development, heritage language support, foundational literacy/numeracy instruction and social-emotional support using a Mutually Adaptive Learning Program (MALP). This approach and staffing is based on research and best practice. It calls for the following:

- A full-time EL teacher / Reading teacher who can work directly with secondary students *on reading instruction* and co-plan with EL teachers / Literacy and Math coaches *to scaffold instruction or modify curriculum*. Students would receive direct services from this teacher while Individual Language Plans are kept by the Language Acquisition Committee and implemented by school staff in conjunction with this itinerant teacher.
- A full-time Language Acquisition Ed Tech (or Support Contractors in multiple languages) to help students with the transition to American schools and to provide language support in primary language. Currently there is a need for Portuguese and Spanish speakers. This may change depending on the countries of origin of our students.
- A part-time social worker to help students with the social emotional support needs associated with various ACES common among immigrants arriving in the U.S. with limited or interrupted education

Dual Identified Role

With close to 260 students identified to receive English Learner and Special Education services across the district, and many more students referred to Response to Intervention programming regularly and at a disproportionate rate, this population is characterized by complex identification and programming. This role would be filled by a full-time dual-certified special education teacher who is ESOL endorsed (or EL teacher with an SE background). This person would also have an early literacy background/emergent reading for older students, along with skills and experience in diagnostic, standardized and formative assessments. Part of this role includes the creation of systems, documenting them, and working with building administrators, special educators, and EL teachers to develop them in school personnel in order to ensure that students get the language development/ special education services and academic support they need from the adult professionals. This resource is most needed in self-contained special education district-programs (FLS, FA, Breathe, Beach, Gov. Baxter School, SLIFE).

When an EL student is being considered for special education, whether informally or through the referral process, the person in this position will be involved in planning and assessing the RTI, evaluations, and other data collected. They will guide the team in thinking about how to consider language needs when determining special education eligibility, to ensure that students are identified only when appropriate.

Investment	ACAA Harassment Policy Implementation	
Sponsor	Aaron Townsend, Assistant Superintendent	
FTE Additions	1.0 FTE	\$91,801
Non-FTE Additions	Stipends	\$30,007
Reduced Costs	n/a	\$0
Total Budget Impact		\$121,808 or \$0.01 on the tax rate

FTE Detail

Position	Location	Total Cost (Salary & Benefits)
1.0 Ombudsperson	Administration	\$91,801
	Total	\$91,801

Background and Current State

The Portland Board of Education approved modifications to Policy ACAA (Harassment, Sexual Harassment and Discrimination) this past Fall after a year-long process of review and community engagement. The policy has far reaching implications for how the district receives and investigates allegations. In order to operationalize it effectively, this budget investment provides the staffing needed to oversee and manage this process. It includes a staff role reporting to the Assistant Superintendent for School Management and stipends for school liaisons at each secondary school in the district.

Last summer, a large number of students and former students came forward through a series of social media posts alleging multiple violations of this policy. This event highlighted the fact that some students/former students did not know how to make those claims visible at the school or had previously come forward with concerns within their school but perceived that nothing changed as a result.

This highlights an opportunity for us to create a system to make it easier for students and others to raise concerns about PPS to a central resource, who can then ensure that complaints are addressed in a fair and consistent manner, and with clear communication.

Investment	Portland Pre-Kindergarten Promise	
Sponsor	Melea Nalli, Assistant Superintendent of Teaching & Learning	
FTE Additions	9.0 FTE	\$459,335
Non-FTE Additions	Supplies, Contractual	\$62,000
Revenue Offset	32 students x \$9,400	(\$300,800)
Reduced Costs	n/a	\$0
Total Budget Impact		\$220,535 or \$0.03 on tax rate

FTE Detail

Position	Location	Total Cost (Salary & Benefits)
2.0 Teachers	Lyseth and Partner	\$130,008
2.0 Ed Techs	Lyseth and Partner	\$89,725
2.0 Bus Drivers	Transportation	\$102,295
3.0 Bus Assistants (4 positions @ 0.75 FTE each)	Transportation	\$137,307
	Total	\$459,335

Narrative:

This year's proposed investment in the Pre-Kindergarten Promise provides staffing for two additional Pre-K classrooms and expands transportation to Pre-K students, addressing one of the key barriers families face in accessing Pre-K.

Portland's public Pre-K program was established in 2010 with a grant from the Cohen Foundation and was folded into the district budget in 2011. As of today, the district runs twelve classrooms (with an additional mixed Pre-K/K class at Peaks Island Elementary School), serving a total capacity of approximately 195 students. Including the class at Peaks, nine classrooms are located in elementary schools, one is housed at Portland Arts and Technology High School, and three are located in community partnership sites.

In 2016, we partnered with Starting Strong in a year-long process that helped us understand the need in our community in terms of the number and location of Pre-K seats, and the barriers families face when trying to take advantage of this opportunity.

The barriers include the need for an extended day, transportation, and flexible enrollment. In FY20, the Board of Education committed to increasing by seven the number of pre-kindergarten classrooms in the district. In the summer of 2019, we hired a Pre-K director to lead the expansion efforts, provide oversight of the program, and enhance communication and collaboration with building leaders and community partners.

This year's budget includes the scheduled expansion of two classrooms (bringing total classrooms to 14 plus Peaks). Staffing requested includes two teachers and two ed techs. The cost of classroom expansion is largely offset by the increase in state EPS funding we receive by enrolling an additional 32 Pre-K students in the district. The state allows districts who are expanding Pre-K classrooms to count those Pre-K seats toward subsidy for the year in which the expansion will occur (normally EPS is based on the enrollment count of the year prior, not anticipated future enrollment). That means that our EPS subsidy for FY22 includes funding (at about \$9,400/student) for the 32 new students we intend to enroll in our expansion classrooms.

Transportation is especially important for those families who live in neighborhoods in which there is no Pre-K classroom in their neighborhood elementary school. We also believe that many families do not even engage in our PPS Pre-K lottery process due to lack of transportation. In our FY22 budget we propose providing transportation services to Pre-K students. This will require a staffing investment of 5.0 FTEs at a cost of about \$240K. This will allow us to add two pre-kindergarten dedicated routes and ensure that all of our buses transporting pre-kindergarten students have a monitor on board.

Investment	Special Ed: Extend the Continuum of Service for Students with Autism	
Sponsor	Melea Nalli, Assistant Superintendent of Teaching & Learning	
FTE Additions	6.0 FTE	\$309,458
Non-FTE Additions	n/a	\$0
Reduced Costs	n/a	\$0
Total Budget Impact		\$309,458 or \$0.04 on the tax rate

FTE Detail

Position	Location	Total Cost (Salary & Benefits)
1.0 Special Ed Teacher	Ocean Ave	\$65,004
3.0 Ed Techs	Ocean Ave	\$134,588
1.0 Special Ed Teacher	Lincoln Middle School	\$65,004
1.0 Ed Tech	Lincoln Middle School	\$44,863
	Total	\$309,458

Narrative:

Middle School BEACH Program (1 teacher, 1 ed tech)

The District has had the BEACH Autism Spectrum Disorder (ASD) elementary program for many years, and recently added a high school program as well. However, there has never been a counterpart program at the middle school level. While some students in the BEACH elementary program are able to gain skills and strategies to successfully transition to their neighborhood school prior to leaving 5th grade, others continue to require BEACH supports in middle school and beyond. Middle school students who do not receive these supports are currently served either in programs that do not have the full capacity to address their needs, such as Functional Life Skills or Breathe, or in some cases require placement at special purpose schools outside of the district. This happens at a cost that can go up to \$83,000 a year per student. Even though we now have a high school level program, it can be difficult to bring students back to our schools once they have been placed out of the district. Therefore, we propose to establish a middle school BEACH program to serve a projected 10-12 students next year. This will allow students to access the BEACH continuum for as much of their time in PPS

as needed. This program will be staffed by one teacher and three ed techs, with the other two ed tech FTEs being reassigned from existing middle school positions.

Elementary BEACH Program (1 teacher, 3 ed techs)

There are 8-10 students who are entering PPS in the fall from preschool who are projected to require the BEACH program, and the two existing program classrooms are already projected to be at the maximum capacity of eight students each. As with the middle school program, students that we cannot serve in the BEACH program may end up in other district programs not totally designed to meet their needs, or with a high-cost out of district placement. Therefore, we propose establishing a third elementary BEACH program to serve these students.

The FY2021 budget impact for these increases would be \$309,458 for 2 FTE teachers and 4 FTE educational technicians.

Investment	Special Ed: Functional Life Skills	
Sponsor	Melea Nalli, Assistant Superintendent of Teaching & Learning	
FTE Additions	2.0 FTE	\$109,867
Non-FTE Additions	n/a	\$0
Reduced Costs	n/a	\$0
Total Budget Impact		\$109,867 or \$0.01 on the tax rate

FTE Detail

Position	Location	Total Cost (Salary & Benefits)
1.0 Special Ed Teacher	Deering High School	\$65,004
1.0 Ed Tech	Deering High School	\$44,863
	Total	\$109,867

Narrative:

High School Functional Life Skills and Functional Academics Programs (1 teacher, 1 ed tech)

In January 2021, the Maine DOE directed school districts that effective immediately, students with IEPs are eligible for services until they turn 22, or graduate from high school. Previously, the rule had been that students had been eligible until the end of the year in which they turned 20 (or graduated from high school). For the vast majority of students with IEPs, this change will likely have no effect, as they will still graduate by age 19 or 20. But for the small group of students with the highest needs, the IEP teams will now likely determine that their transition plan should continue until age 22. This year, almost all of the students who would have aged out, except for this new rule, attend the Functional Life Skills (FLS) and Functional Academics (FA) programs at Deering High School . There are eight total students in these two programs that we now anticipate staying past this year, who would not have done so under the old eligibility rules.

Therefore, we propose adding another special education teacher and ed tech to Deering High School, allowing the district to reorganize these two programs and serve the oldest students separately. Without this change, we will end up with a range of students from ages 14-21 in the same classrooms, and will put the FLS class above its maximum capacity. Given the differences that could exist in these students physically, as well as in terms of their academic and functional needs, it is in their best interests to have another class for the oldest students.

Investment	Diversity Hiring and Support	
Sponsor	Barbara Stoddard, Executive Director, Human Resources* Grace Valenzuela, Executive Director, Communications and Community Partnerships	
FTE Additions	1.0 FTE	\$100,008*
Non-FTE Additions	Stipends/Temp Course Reimbursement Fees/Training Pay Level Upgrade Extended Work Year	\$92,812* \$59,520* \$13,700* \$87,072 \$46,535
Total Budget Impact		Combined impact of \$399,647 or \$.05 on the tax rate

FTE Detail:

Position	Location	Total Cost (Salary & Benefits)
1.0 Director of BIPOC Career Pathways & Leadership Development	Human Resources	\$100,008
	Total	\$100,008*

Narrative:

The FY22 Diversity Hiring & Support budget is a research-based proposal to respond to the needs of our Black, Indigenous and People of Color (BIPOC) students and staff, and to implement three out of five strategies named in the Portland Promise People goal.¹

The budget funds efforts to increase the diversity of our staff and is grounded in research showing that there are cognitive, social and emotional benefits for all students who interact with classmates and educators from different backgrounds, cultures, and orientations to the world. Studies show that the impact of teachers of color is especially significant for students of color who have higher test scores, fewer unexcused absences, are less likely to be chronically absent, and are more likely to graduate high school and to succeed in college when they've had teachers of color who serve as role models and support connections to school and to learning. Current PPS demographics indicate that our student body is almost 50% students of color, yet our overall staff and our educators are only 11% and 6% BIPOC, respectively. Our schools

¹ 1. Articulating our **core values** and unique PPS identity to attract new talent and strengthen organizational culture, 2. Build **career pathways** that motivate and retain our talented and diverse people, and 3. Build and implement a **diversity recruitment** strategy.

need to be representative of everyone and we need our teaching staff to reflect the diversity of our school community.

Additionally, from an organizational perspective, research shows that more diverse organizations perform better on key organizational metrics like recruiting and employee satisfaction; ethnically/racially diverse organizations are 35% more likely to outperform their peers. To achieve these gains as an organization, we need to focus on our organizational culture, specifically, inclusion and belonging. Creating strong inclusive cultures in the district is the lever to our diversity work and is the key to staff retention. We learned about the need for inclusive and equitable practices in a recent study of PPS BIPOC educators. We learned that a deep disconnect is experienced by our BIPOC staff who think our focus on equity is intended for students alone, and not our staff. The *Educators of Color* report highlighted that without a focus on inclusion and belonging, without attention to our internal staff culture and the workplace environment where we want highly qualified and diverse talent to stay, without addressing the structural and cultural barriers that exist for BIPOC staff, we won't be able to achieve the goals set out in the Portland Promise.

For all of these reasons we need to have the work grounded in a dedicated leadership role. This 1.0 FTE role will focus on growth & retention of BIPOC staff, will be involved in our recruiting efforts, work as part of our educator mentoring team, and will support the diverse needs of BIPOC staff ranging from organizing affinity groups to helping navigate the certification process (\$100,008).

Creating intentional pathways to accelerate our current BIPOC staff into teacher and leadership roles in the district includes allowances for additional coursework to attain the necessary Maine DOE certification (\$59,520). Funds for fees and training are also budgeted for professional development, and the cost associated with testing and other teacher preparation work, as well as licensing for Educators Rising, a high school-based grow-your-own teacher program (\$13,700).

Other related diversity hiring and support costs include stipends and additional pay for staff who are engaged in the hiring process, career pathways through mentoring, instructional support and teaching, and for those who will lead new formalized affinity groups for our diverse staff. Finally, funds are being dedicated for staff who are engaged in linguistic and identity-based work that is being recognized, elevated and expanded due to the importance and impact of this work on our most marginalized students and families (\$92,812).

One of the things that the pandemic has magnified is the essential work that Parent Community Specialists do in serving multilingual families in Portland Public Schools. They ensure that families can access critical information that the district provides to them in a language that they speak, read, or write. They also act as culture brokers to bridge the cultural differences that can so easily lead to misunderstanding. They are trusted allies and important lifelines to families. As such, Parent Community Specialists feel obligated to respond even beyond work hours, particularly since many families work second or third shifts. Parent Community Specialists do their work above and beyond, despite being among the lowest paid employees in the district,

because they understand that education is an equalizer and that educational justice is embedded in the work they do every day.

To meet the demands of the job and to professionalize the role, we propose a 12-month work year (\$46,535) and an upgrade in their salary level (a total cost of \$87,072). A new job description that matches the actual work they already do is being developed. The additional four weeks would help us catch up with translations of documents such as policies, guidelines, and school handbooks, as well as provide educational workshops and orientation sessions for parents.

Investment	Director of Diversity, Equity and Inclusion	
Sponsor	Melea Nalli, Assistant Superintendent of Teaching & Learning	
FTE Additions	1.0 FTE	\$120,208
Non-FTE Additions	n/a	\$0
Reduced Costs	n/a	\$0
Total Budget Impact		\$120,208 or \$0.01 on the tax rate

FTE Detail

Position	Location	Total Cost (Salary & Benefits)
1.0 Director of Diversity, Equity and Inclusion	Academics	\$120,208
	Total	\$120,208

Narrative:

This proposed investment related to the Equity Goal of the Portland Promise seeks to move the position of Director of Diversity, Equity and Inclusion into the local operating budget. It has been fully grant-funded since its inception.

This position was established in 2017 as a cross district role initially funded by a grant from the J.T.Gorman foundation following the adoption of the Portland Promise. Over the last several years the position has been funded through a second J.T. Gorman Foundation grant, the Barr Foundation and Title IX funds (related to professional development). As the focus on equity has grown and expanded in the district so have the responsibilities of the position.

The Director of DEI advances equity related work and consults with all departments and schools to help hold us all accountable for bringing an equity lens to all that we do. Examples of the current responsibilities include: building system-wide equity literacy via Equity Leaders Cohort; designing and distributing resources that are responsive to equity related needs (e.g. n-word guidance); improving school and district climate through equity focused audits and action planning; supporting school and district staff with response to issues and current events; training new employees on foundational equity literacy via new employee orientation; ensuring alignment with equity related PPS policies including Transgender and Gender Expansive Students policy, Harassment, Discrimination and Sexual Harassment Policy and district Equity Policy (in draft); collaboration with Human Resources to ensure equitable hiring practices.

The Director of DEI is an essential role for advancing the equity goal in the district. Local and national foundations have enabled the district to launch the role and prove its worth. It is time to embed it in the local budget.

Investment	Integrating Innovations	
Sponsor	Melea Nalli, Assistant Superintendent of Teaching & Learning	
FTE Additions	2.0 FTE	\$216,879
Non-FTE Additions	n/a	\$0
Reduced Costs	n/a	\$0
Total Budget Impact		\$216,879 or \$0.03 on the tax rate

FTE Detail

Position	Location	Total Cost (Salary & Benefits)
1.0 Tech Integration Coordinator	Academics	\$123,400
1.0 Teacher Leader - Outdoor Learning	Academics	\$93,479
	Total	\$216,879

Narrative:

Outdoor Learning Coordinator (OLC): This Fall, Portland Public Schools sought to take teaching and learning outside. The intention behind this effort was to create safe, outdoor classroom sites on all our campuses for teachers and students to work together. It accomplished that goal--getting outside, but outdoor learning is so much more than just getting outside. The long term intention of the district is to continue nurturing, supporting and deepening these efforts long after Covid 19 dissipates. An OLC is needed to shepherd this work. PPS has built a great deal of momentum, locally and nationally, this position will allow the work to continue and grow. The OLC will help further the mission of outdoor learning, as well as, provide a hub where core curriculum, Equity, and SEL goals intersect with this type of learning to assist in fulfilling the vision of the Portland Promise. Please see this [job description](#) to see the roles and responsibilities of this position.

Tech Integration Coordinator: This fall, Portland Public Schools experienced an unprecedented leap in teachers integrating technology into their classrooms. Suddenly, all teachers, except for the very tech-savvy, were utilizing technology in ways that they never had before. There was a very steep learning curve. Some elementary teachers in Remote Academy, a new program that opened in September to meet the request for remote learning, needed tutorials on how to cut and paste or open a browser. Pre-K teachers learned how to engage 4-year-olds and their families remotely. Teachers in middle school and high school suddenly needed to lead remote and asynchronous classes with little training or support, except informally from their colleagues or through tutorials on youtube.

The learning, however, is not over. With a tech integration coordinator, we can capitalize on this moment, further our capacity and bring the district into the 21st Century. Without it, we will fall back to the tech-savvy, and not move forward into common and consistent practices. We believe a Tech Integration Coordinator is needed in order to codify what we learned, integrate the technology with our district's instructional vision, and provide intensive and ongoing professional development that teachers need to be able to use technology consistently.

Innovate K-12, a national consulting firm conducted an organizational review of the district's data and technology staffing and benchmarked it against national standards for technology support. Based on their assessment, the district should add 3 positions to support technology integration. This proposed investment is the first step in working toward that standard.

Investment	Pandemic Recovery - Physical and Mental Health	
Sponsor	Melea Nalli, Assistant Superintendent of Teaching & Learning	
FTE Additions	3.7 FTE	\$274,778
Non-FTE Additions	n/a	\$0
Reduced Costs	n/a	\$0
Total Budget Impact		\$274,778 or \$0.03 on the tax rate

FTE Detail

Position Addition	Location	Total Cost (Salary & Benefits)
0.5 Social Worker	Casco Bay High School The 0.5FTE social work position that was assigned to Casco Bay High School is being increased to 1.0 FTE to come into better alignment with the recommended ratios and to meet increased special education and mental health needs of students.	\$36,343
0.2 Social Worker	Presumpscot The 0.2 FTE social work addition is currently funded by Title I. It is included in the local budget this year because it is likely this will not be able to be funded by Title I this year given the ranking and distribution formula and the resulting funds that the school is entitled to. This move guarantees the school will maintain a full time social worker, which they currently have.	\$15,247
0.8 Social Worker	Talbot The 0.8 FTE social work addition is being included in the local budget, from Title I. It is included in the local budget this year because it is likely this will not be able to be funded by Title I this year given the ranking and distribution formula and the resulting funds that the school is entitled to. This move guarantees the school will maintain the three full-time social workers they currently have.	\$76,188

1.0 Social Worker	Lyseth The 1.0 FTE social work addition is being included for Lyseth Elementary School (currently 478:1) given the extremely high ratio of students to social worker.	\$65,004
0.5 Social Worker	Reiche Currently, Reiche has 1.0 social worker. The school has a high number of students experiencing homelessness, recently having experienced homelessness or at increased risk for experiencing homelessness. The 0.5 FTE social work addition is being included to support these students.	\$32,502
0.5 Social Worker	East End Currently, Reiche has 1.0 social worker for the school (and 1.0 Breathe Social Worker). The school has a high number of students experiencing homelessness, recently having experienced homelessness or at increased risk for experiencing homelessness. The 0.5 FTE social work addition is being included to support these students.	\$32,502
0.2 Nurse	Lyseth	\$16,992
	Total	\$274,778

Narrative:

Ratio Based Additions (CBHS and Lyseth)

School social workers are licensed professionals who consult and collaborate with students, families, colleagues, and community resources in areas that impact student learning. The primary role of the school social worker is to identify and assess needs through behavior assessment, counseling, and case management services and make appropriate referrals to community-based supports for assistance. It has become increasingly critical that we embrace and embed social and emotional support in our schools in an effort to reduce barriers to learning for our most vulnerable students.

It is recommended that school social work services are provided at a ratio of one school social worker to each school building serving up to 250 general education students, or a ratio of 1:250 students. When a school social worker is providing services to students with intensive needs, a lower ratio, such as 1:50, is suggested ([recommended ratios](#)).

While many of our schools do not meet (or come close to meeting) the recommended ratios, we are prioritizing two schools that are especially far from best practice national norms. CBHS has a slightly higher ratio of social worker to students as compared to the other high schools and does not have a 0.5 dedicated Breathe social worker like the other two high schools have. Their combined mental health supports need to be increased and this add means that they will have a full time social worker on site and available to students. We are also recommending an additional social worker for Lyseth, which is our largest elementary school and the furthest from the recommended ratios.

[Student: Mental Health Supports Ratios](#)

Moving Title I Social Work Costs into Local (Presumpscot and Talbot)

Presumpscot and Talbot have portions of their social work funded out of Title I. Given the nature of the rank and distribution formula and its application to these schools, we are concerned that we may not be able to fund these positions out of Title I this year and so this move is intended to ensure these positions stay full time for the future.

Increasing Social Work Support for Schools Serving High McKinney Vento Populations

East End Community School and Reiche receive the highest number of students experiencing homelessness, being at risk for homelessness, or having recently experienced homelessness. These 0.5 adds would provide much needed additional social work support for these schools serving these

Nurse Addition: A 0.2 FTE reflects a commitment to meet student health needs during the pandemic and beyond, while also increasing Lyseth School's nursing staff to a 1.0 FTE consistent with nursing staff at other schools the size of Lyseth throughout our district (with the exception of Cliff and Peaks Island Elementary Schools). Additions of 0.3 FTE at Lyseth, 0.4 at Peaks, and 0.1 at Presumpscot were approved as part of the FY21 budget process, and those increases have also been retained in the FY22 budget.

Addendum

Investment	Teaching & Learning (Curriculum, Assessment, SEL Support)	
Sponsor	Melea Nalli, Assistant Superintendent of Teaching & Learning	
FTE Additions	n/a	\$0
Non-FTE Additions	Various non-salary	\$677,021
Reduced Costs	n/a	\$0
Total Budget Impact		\$0 (\$677,021 would represent an \$.08 tax rate impact if not using federal funds)

FTE Detail - **NA**

Position	Location	Total Cost (Salary & Benefits)
	Total	\$0

Narrative:

Social Studies and Science Curriculum Development (teacher additional pay) (\$59,425):

Currently, we have no consistent curriculum expectation or set of materials and tools for Social Studies and Science in the district. In an effort to align our resources with our new Social Studies and Science instructional visions, we are working to build out curricular tools for teachers to use. The goal is for students to have a coherent progression of learning throughout their PK-12 experience. We are putting a deep focus on decolonizing our curriculum both in terms of the content that is taught and the pedagogy that is used. We are using collaborative structures for teachers to design materials and/or make decisions about which tools and materials fit our PPS instructional visions. We need to pay teachers for their time spent working on curriculum design. These funds will specifically support:

- Development of Wabanaki and Africana Studies Units
- Embedding literacy standards into the Social Studies and Science units

Wabanaki and Africana Studies Curriculum Materials and Aligned Professional Development (\$106,551)

These funds will support the materials (books, maps, film, etc.) needed to implement the third grade unit, “Water Protectors”, which integrates Wabanaki Studies, Science and Literacy. This is one of the first units we are pushing out as we begin the implementation

of and scale-up of our Social Studies and Science curriculum. We are also seeking to purchase some of the Africana Studies textbooks for the emerging scale-up of Africana Studies at the high school level. Finally, we will need to provide aligned professional development for teachers in order to implement these new units well and so we are proposing an investment in professional development.

Science Curriculum, Materials and Aligned Professional Development (\$157,870):

After two years of development and piloting at Talbot Elementary School, we are ready to begin the scale-up of an Elementary Science curriculum that is aligned to the Next Generation Science Standards and that reflects a “phenomena based” approach to pedagogy. This curriculum is interdisciplinary and aligned with literacy standards and in some cases with the Social Studies standards as well. This investment includes:

- Science Professional Development to support the instructional vision (training)
- Science aligned materials to support the vision (Gizmos for secondary, consumables for elementary and secondary)
- Grades 3-5 Science Curriculum, 4 schools, Amplify (to do all schools would be \$190K, this amount includes \$64,000 for just 4 schools since not all schools are ready for implementation this coming year)
- PK-8 E-books and online subscriptions (PK - 8 Generation Genius \$10,995, Consumables \$7442, Gizmos 6-8 \$5625, K - Go2Science \$9000)

Literacy for Equity Professional Development and Phonics Materials (\$35,936):

Building off the initial literacy work to adopt a consistent phonics curriculum, we are working to build a literacy vision for the district (like we have for math, science and social studies). This investment is for:

- Teacher additional pay for summer work around the development of the vision and the related district-wide moves (PD plans, books). This also includes a contract with Great Schools Partnership to support facilitation of this team of teachers.
- Materials for the third year of phonics implementation (Lively Letters and decodable texts for intermediate grades).
- Professional Development on Literacy for Equity for grades 6-12.

Sustaining Math Work: Curriculum, Consumables, Professional Development (\$116,976):

We are in year 4 of implementation of our math work, which has been focused on advancing equity through ensuring ALL students have access to engaging, grade level curriculum. We’ve been working on a shift to a “problem based” curriculum which prioritizes starting with students’ strengths. The pedagogy and curriculum is designed specifically to center the needs of EL learners. This investment is for:

- Illustrative Math scale-up at some HSs (training and books Alg 1, 2, Geometry)

- 6-12 Math PD and materials (building thinking classrooms book, whiteboards and whiteboard markers)
- Increase in Elem IM fee for workbook (last year's cost was in baseline, this is the increase from company 37K)

Educational Technology Integration, Embedding Innovations from COVID (\$45,470):

This investment is to continue the use of SeeSaw and Pear Deck, two key educational technology programs adopted district wide this year. Both tools promote student discourse and teacher feedback.

Balanced Assessment Strategy (\$68,097):

We have launched an Assessment Strategy Workgroup, which is charged with building a balanced assessment strategy for the district that prioritizes formative assessment tools and data, deepens a culture of looking at data to reflect and take action, emphasizes authentic assessment as well as having multiple ways to understand what students have learned and where they need help. These funds are for purchasing assessment tools, professional development around assessment strategy with a focus on how assessment and equity intersect, and for interpreters for PK and K screening.

Social Work (Professional Development, Integrating Diversity/Equity/Inclusion, Supporting PK) (\$20,200)

Social Workers play a crucial role in supporting our students' mental health and in ensuring we are able to access the network of supports each student needs. This year more than ever we have leaned on our social work team for a myriad of supports. We have also come to see that the role looks different in different schools. Sometimes this is based on the unique context of the school. Sometimes it's more connected to how the particular people in administration or the position see the role. We are striving to build a shared understanding of the role that is aligned with the standards of the National Association of Social Workers and the School Social Worker Association of America. In doing this work, we are making an intentional effort to take an equity oriented lens to the work. One way we are doing that is through a contract with a BIPOC social worker who is supporting the team to be accountable for the ways in which our approaches are or are not responsive to students of color. This person is also partnering with the department to recruit a more diverse group of social workers into the district. Finally, this investment supports social work for PreK students in partner sites.

Equity Leader Stipends (\$54,000):

This investment supports one or two paid Equity Leader stipends per building/program (depending on size/program needs). Our Equity Leaders have been crucial in lifting our district wide Equity professional development. In addition to leading PD in their buildings, this team also supports equity related initiatives as they arise. For example, we worked with this team and administrators to plan for and roll out the Educators of Color

report across buildings. They play a crucial leadership role in their schools and we believe they should be compensated for this teacher leadership work.

Social Emotional Learning/PBIS Related Investments (\$12,496)

- Professional development on de-escalation
- Maintaining enough Second Step materials (K-5)
- Maintaining and scaling SWIS (the PBIS data system)

Investment	Enable Collaboration and Specialized ELL Instruction (Lau Plan)	
Sponsor	Melea Nalli, Assistant Superintendent of Teaching & Learning	
FTE Additions	n/a	\$0
Non-FTE Additions	ESOL endorsement for coaches/strategists	\$49,500
Reduced Costs	n/a	\$0
Total Budget Impact	n/a	\$0 (\$49,500 would represent a \$0.01 tax rate impact if not using federal funds)

FTE Detail - NA

Position	Location	Total Cost (Salary & Benefits)
	Total	\$0

Narrative:

ESOL Endorsement: In order to maximize collaboration efforts to have language development instructional strategies front and center, the preferred strategy would be to have every general educator fully ESOL endorsed (660). With five graduate level courses necessary for the certification, this becomes cost prohibitive. Our math and literacy coaches at the elementary schools and our learning strategists at the middle school level have a widespread influence on instruction across multiple grade-levels and schools. Having the coaches and strategists approach their work with the ESOL language lens has and will continue to elevate instruction for all students and English learners specifically.

This is part of an on-going investment starting with coaches and strategists in FY22. The next phase will be supporting the ESOL endorsement for a percentage of general educators that will allow for clustering of English Learners in classrooms to maximize the influence of ESOL endorsed teachers.

Curriculum:

- **Imagine Learning** - This supplementary literacy and language program for elementary students and middle school students has been piloted in various elementary schools in our district and phased in across all elementary schools'

IELD students in FY21. The program provides native language support and instructions and has demonstrated effectiveness with our young and newest language learners. As we anticipate a potential wave of new students in the spring, summer and into the fall of 2021, this resource will become increasingly useful for our students. We are expecting 300 to 400 students using this software. The platform gives a common experience for all of our students, providing continuity for students who frequently transition in and out of our various schools.

- **Ellevation Strategies-** This extension to the ELLevation software platform will be integral to our EL teachers' work with English Learners. ELLevation Strategies promotes greater collaboration among EL teachers and general educators using research-based SIOP and high leverage principles for teaching English Learners. The database of instructional strategies would be available to all staff from PreK to Grade 12 helping us fulfill our Lau Plan goal of greater collaboration and integration of language development instructional and assessment tools throughout grade-levels and content-areas.

Investment	Special Ed: Program Support	
Sponsor	Melea Nalli, Assistant Superintendent of Teaching & Learning	
FTE Additions	n/a	\$0
Non-FTE Additions	Various - see below	\$161,082
Reduced Costs	n/a	\$0
Total Budget Impact	n/a	\$0 (\$161,082 would represent a \$0.02 tax rate impact if not using federal funds)

Narrative:

- \$8,470 - The driver of this increase is that new batteries are needed for all Automated External Defibrillators in the district.
- \$152,612 for Academics - The main drivers of this increase are \$90,766 for tuition (3% increase to current tuition and adds tuition for out of district placement students affected by the State's new policy of allowing students to remain in school until age 22), \$50,327 for programming for students who are now eligible until age 22, and \$51,825 for additional Extended School Year funds to extend the program for students (goal to expand ESY as a proactive way to respond to kids with high needs having missed time this year). We have offset these increases with decreases in other areas such as staff training for the resulting net.

Investment	Diversity Hiring and Support	
Sponsor	Barbara Stoddard, Executive Director, Human Resources	
FTE Additions	n/a	\$0
Non-FTE Additions	Various - see below	\$27,000
Total Budget Impact	n/a	\$0 (\$27,000 would represent a \$0.00 tax rate impact if not using federal funds)

Narrative:

The FY22 Diversity Hiring & Support budget is a research-based proposal to respond to the needs of our Black, Indigenous and People of Color (BIPOC) students and staff, and to implement three out of five strategies named in the Portland Promise People goal.¹

Efforts to increase the diversity of our staff and is grounded in research showing that there are cognitive, social and emotional benefits for all students who interact with classmates and educators from different backgrounds, cultures, and orientations to the world. Studies show that the impact of teachers of color is especially significant for students of color who have higher test scores, fewer unexcused absences, are less likely to be chronically absent, and are more likely to graduate high school and to succeed in college when they've had teachers of color who serve as role models and support connections to school and to learning. Current PPS demographics indicate that our student body is almost 50% students of color, yet our overall staff and our educators are only 11% and 6% BIPOC, respectively. Our schools need to be representative of everyone and we need our teaching staff to reflect the diversity of our school community.

Without a dedicated recruiter on staff in HR, we are limited in our ability to increase the number of BIPOC candidates in our hiring pools. In addition to the proposed funding for support from the general fund, we will use federal funds to engage the services of an external recruiter on a part-time basis during the hiring season. Additionally, we will compensate current BIPOC staff members who support our hiring efforts by 1) attending job fairs and 2) making personal connections with potential candidates. The total cost for these services in FY22 is \$27,000.

¹ 1. Articulating our **core values** and unique PPS identity to attract new talent and strengthen organizational culture, 2. Build **career pathways** that motivate and retain our talented and diverse people, and 3. Build and implement a **diversity recruitment** strategy.

Investment	Communications & Resource Development	
Sponsor	Grace Valenzuela, Executive Director, Communications and Community Partnerships	
FTE Additions	.5 Website Coordinator	\$38,809
Non-FTE Additions	Website/Design contractual services	\$57,900
Total Budget Impact	n/a	\$0 (\$96,709 would represent a \$.01 tax rate impact if not using federal funds)

FTE Detail:

Position	Location	Total Cost (Salary & Benefits)
.5 Website Coordinator	District Office	\$38,809
	Total	\$38,809

Narrative:

Serving over 6,500 students along with their families, educators, and other key stakeholders within the community, PPS needs an improved web presence that is:

- ▶ Easy to navigate
- ▶ Visually-driven
- ▶ Accessible for a multitude of audiences
- ▶ Easily translatable into any language
- ▶ Fully integrated and navigable on any device or browser
- ▶ ADA compliant
- ▶ Secure and safe
- ▶ Able to integrate dynamic digital content (videos, images w/ parallax effect, social media, etc.)
- ▶ Mobile friendly / fully responsive
- ▶ Fully integrated with Google analytics
- ▶ Able to accommodate TBD Third party API integrations
- ▶ Easy to manage for staff with limited technical expertise

Our current website was built at least five years ago. Every year web standards change radically to comply with the latest standards. It also uses HTML code that makes it difficult to update. Given that we have over 60 different linguistic groups, language accessibility is also critical for PPS. The current website doesn't give us a

reliable language translation system.

This investment supports a contract with a website vendor for the purchase and customization of a website platform to meet the district's needs. It also establishes a one year only position of a dedicated staff to assist in keeping the website current and assisting in the development of new web content and implementation of the new design.

Investment	Technology Integration & Support	
Sponsor	Gavin Goodall, Executive Director of Information Technology	
FTE Additions	n/a	\$0
Non-FTE Additions	Various - see below	\$846,787
Reduced Costs	n/a	\$0
Total Budget Impact	n/a	\$0 (\$846,787 would represent a \$0.10 tax rate impact if not using federal funds)

Narrative:

\$846,787 includes:

\$185,000 Tech Integration/IT - Data Center: Using high-end estimate of \$185,000 for one time costs with recurring annual charges (\$15,000 per year) - Several of our data servers are nearing end of life and will need to be replaced in the next year or two. By upgrading one of our newer servers and purchasing another one we will be able to consolidate several of our servers while upgrading them at the same time. These servers are essential in remote learning, running all of our day to day operations, and remaining federally compliant.

\$202,000 Tech Integration/IT - Firewall upgrade - Our current firewall's warranty is expiring and we need to upgrade our current system to handle greater throughput as we consider increasing our internet speed in the future. The upgrade will offer greater network security as well as the ability to identify issues more quickly and intuitively.

\$200,000 Tech Integration/IT - Projectors - Many of the projectors across the district were purchased more than 7 years ago and need to be replaced or upgraded. Several are not working or no longer functioning well.

\$192,440 Tech Integration/IT - Phones - We invested in upgrading our phone network to VoIP over the past few years and now we need to replace the handsets on the network because they have depreciated considerably in quality and are not taking full advantage of the new network.

\$67,347 Tech Integration/IT - New Device Insurance Quote - Difference between new quote of \$119,347.02 and \$52,000 remaining in our baseline budget - This is the cost to insure the new chromebooks we purchased for one year. The revised cost will continue in subsequent years.

Investment	Recovery and Acceleration - Summer School	
Sponsor	Melea Nalli, Assistant Superintendent	
FTE Additions	n/a	\$0
Non-FTE Additions	<i>*Estimate, which may include FTEs once plan is fully developed, and includes related transportation and food service costs (\$250,000).</i>	\$2,250,000
Additional Costs	Summer School Program costs removed from local budget	\$136,960
Total Budget Impact	n/a	\$0 (\$2,386,960 would represent a \$0.30 tax rate impact if not using federal funds)

FTE Detail

Position	Location	Total Cost (Salary & Benefits)
	Total	\$0

Narrative:

Theory of Action

If we create varied opportunities that honor learners' immediate and long term needs, then we can ensure that all learners feel seen, challenged, and supported.

“Learning Loss”

Everyone agrees that this pandemic has taken a toll on students' (and likely everyone's) mental health, but the impact on student learning is less conclusive. Some believe that students, some more than others, have had decreased opportunities to advance their learning throughout the pandemic, and are now even further behind grade-level expectations. Others assert that “learning loss” is a fabricated construct that assumes the only learning that is valuable is what happens in school and that is measured by state and national assessments. Like so much that is complicated in this world, both of these can be true at the same time. No doubt, some students did not have the same access as others to teachers and the curriculum (whether due to technology or their own pandemic exigencies) — and they will need social and academic support to feel efficacious upon their return to school in the fall. But much learning did occur this year by all of us navigating profound uncertainties. Teachers and their students have engaged with the curriculum in new ways and learned so much about what they are capable of and how to build community and connection from a distance. Summer learning will need to respond to all of this, and that is why we are focusing our summer investments on: **Connection, Curiosity,**

Competency, and Cohesion.

Summer opportunities

Connection: *Support students in connecting with their peers and with their school community*

Summer Opportunities:

- Community Partner Subsidies
- Outreach Coordinators
- Early Childhood Playgroups
- Welcome Back Week

Curiosity: *Nurture and create space for students' innate love of learning and the questions that inspire them*

Summer Opportunities:

- Elementary School-Based Programs (Gorman Model)
- STEM Camp

Competency: *Design summer curriculum to support students in meeting learning standards*

Summer Opportunities:

- Sun School (Middle and High Schools)
- Standards Recovery Program (High School)
- Language Academy
- ESY Summer Program

Cohesion: *To support teachers in communicating student learning to the next grade level and identifying where students are through formative assessment*

Summer Opportunities:

- Transition Conversations
- Formative Assessment Work

Budget Strategy:

By investing a significant portion of federal funds in summer programming, we have the opportunity to reach more students, engage students at all grade spans, and provide resources to all schools. This opportunity had not existed previously. The district's investment of \$135,000 in previous years has helped to support district programs such as the high school credit recovery program, Language Academies, program coordination and some support for programs where federal Title I and III funds and private grants were not available. This summer we are able to create a school allocation for each of our schools to develop programming that will support students with opportunities to grow academically and social emotionally while maintaining health and safety protocols. The formula that was developed is a per pupil formula allocating \$800 per student with the number of students at each school being based on the school's directly certified free lunch students. This means a school with a higher poverty rate will receive more funds than a school with a lower poverty rate as we anticipate that the student needs will be higher at schools with a higher poverty rate. We will have the flexibility to reallocate funds based on actual student needs. Funds will support staff pay for designing and delivering programming, coordination at the district, program and building levels, language support and social work support for students and families, partnership with community programs, engaging instructional materials, transportation, and meals.

Investment	Other: Hazard Pay & Benefits	
Sponsor	Xavier Botana, Superintendent of Portland Public Schools	
FTE Additions	<i>estimate</i>	\$167,625
Non-FTE Additions	n/a	\$0
Reduced Costs	n/a	\$0
Total Budget Impact	n/a	\$0 (\$167,625 would represent a \$0.02 tax rate impact if not using federal funds)

FTE Detail

Position	Location	Total Cost (Salary & Benefits)
Approximately 100 positions in PPS are eligible to receive the surcharge		\$167,625
	Total	\$0

Narrative:

In November, Portland voters supported Referendum Question C which raised the minimum wage to \$15 over three years, beginning in 2022. As part of that referendum question, if a State of Emergency is in place, it requires payment of 1.5 times the minimum wage rate be paid to any individual working in person during the pandemic. The current minimum wage is \$12.15, which makes the “hazard pay” minimum wage \$18.23 an hour in 2021.

In December, the Board of Public Education voted to enact this provision. There are currently approximately 100 positions in the Portland Public Schools impacted by this decision. The cost of about \$85,000 for FY 21 is included in the district’s overall budget plan approved by the Board in December 2020. For next fiscal year, we intend to use ESSERF funding to confront this pandemic related cost.

The \$167,000 cost uses the projected number of positions qualifying for this surcharge for the duration of FY 22. Should the emergency declaration be withdrawn, the hazard pay minimum wage would no longer be in force, and savings would result from that.

Investment	Other: Central Office	
Sponsor	Xavier Botana, Superintendent of Portland Public Schools	
FTE Additions	<i>estimate</i>	\$250,000
Non-FTE Additions	n/a	\$0
Reduced Costs	n/a	\$0
Total Budget Impact	n/a	\$0 (\$250,000 would represent a \$0.03 tax rate impact if not using federal funds)

FTE Detail

Position	Location	Total Cost (Salary & Benefits)
	Total	\$0

Narrative:

Conceptually, this investment represents the estimated amount related to the operation of our existing Central Office building. It includes the equivalent of the district's current debt service on the 353 Cumberland Ave location as well as partial cost of utilities and contracted parking.

Since the start of the pandemic, we have operated with a much smaller centralized physical space. As a result, we intend to relocate most central staff to home offices and/or co-working spaces. We will still retain a "front-office" operation for correspondence delivery and basic gate-keeping. A handful of central operations including our district intake, will need to relocate to a physical space which we envision being in an existing school building or a smaller leased space. We will be transferring most records to virtual or physical storage.

The majority of this cost is related to our annual debt service payment, which we do not believe to be an allowable cost under federal grant guidelines. Therefore, we envision using federal funding to offset an additional \$250,000 of Custodial Salaries and Benefits. Once the building is successfully sold, we will transfer the custodial positions back to the general fund.

We envision the proceeds from the sale of the building (if any) being credited to a future budget.

Investment	Other: Dedicated Classroom Substitutes	
Sponsor	Kathie Winchenbach, Finance	
FTE Additions	<i>estimate</i>	\$300,000
Non-FTE Additions	n/a	\$0
Reduced Costs	n/a	\$0
Total Budget Impact	n/a	\$0 (\$300,000 would represent a \$0.04 tax rate impact if not using federal funds)

FTE Detail

Position	Location	Total Cost (Salary & Benefits)
Dedicated Substitutes (# of FTE)		\$300,000
	Total	\$300,000

Narrative:

In order to successfully open schools this past fall, the district established “dedicated substitute” roles in each of our schools (30 dedicated substitutes were hired across 15 locations). These positions were intended to allow schools to have a first set of substitutes that would help to fill absences-- particularly those caused by symptomatic staff needing to be sent home on short notice. If no substitutes were needed, these substitutes would be available to support other activities in schools. The fact that these substitutes were embedded in the school allowed for them to be more aware of the school’s protocols, be known to other school staff and students and otherwise form a part of the school’s fabric.

The program has been very successful. Building leaders credit these resources with allowing the Portland Schools to operate in a highly fluid environment where substitutes were often hard to find. This investment received among the highest level of support from building leaders.

The cost is an estimate based on a historical review of substitute teaching costs. It represents the difference between the cost associated with replacing the same number of daily subs as there are dedicated substitutes and the cost of the dedicated substitutes. Dedicated substitutes are paid at a higher daily rate (\$150/day) than our daily substitutes for their commitment to work on-site 4 days per week; they also receive a stipend toward purchasing the district’s health benefits.



**PPS Lau Plan
Revised
January 2020**

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Introduction

“All learners will be fully prepared and succeed in a diverse and ever-changing world.”

--- District Vision

The Portland Public Schools are responsible for ensuring a challenging, relevant, and joyful education that empowers every learner to make a difference in the world. We build relationships among families, educators, and the community to promote the healthy development and academic achievement of every learner.

---District Mission

English Learners (ELs) are a richly heterogeneous group bringing a wide variety of life situations and a wide range of educational experiences. The paths they take to acquire a new language and to adjust to their new cultural environment are varied and in keeping with their unique strengths, needs and experiences. Within the safe and welcoming school environment, administrators and teachers are given rare opportunities to tap the rich resource of knowledge and perspectives that ELs bring to school, and which, in turn, enrich the learning of all students in our classrooms. The role of the school and teachers is critical in supporting students' identity development as learners, and in helping students shape a vision of the future in which they will take their place in a global economy. The Portland Public School system is committed to providing appropriate placement, along with curricular, instructional and related services to ensure that all students who are identified as English Learners are held to high expectations and are given the opportunity to participate fully and effectively in the schools' educational programs.

To accomplish this, the Portland Public Schools' Lau Plan details the legally-compliant procedural requirements and services provided to ELs, from Pre Kindergarten through 12th grade, including identification, assessment, placement and exit from English Language Development (ELD) programming, and pre-referral procedures to ensure appropriate identification of ELs requiring Special Education and Gifted & Talented services. The overall goal is to ensure equitable access to grade-level instruction that is meaningful, rigorous and engaging given the support needed for academic success. The education of students who are English learners is the collective responsibility of all educators.



Lau Plan Advisory Committee

Robyn Bailey, Asst. Principal
Erin Bates-Letourneau, Asst. Dir. Student Services
Lori Bobinsky, Teacher Leader
Gail Cressey, Dir. of Interventions
Emily Daniels, Special Ed. Teacher
Ben Donaldson, Principal
Maureen Fox, EL Specialist

Carlos Gómez, Dir. of Language Development
Sheila Jepson, Principal
Brenda Murphy, EL Teacher
Melea Nalli, Asst. Superintendent
Priya Natarajan, Teacher
Joel Peck, EL Teacher
Cynthia Taylor, EL Teacher
Kelly Thornhill, Asst. Principal

Section 1. Roles, Responsibilities and Definitions

Superintendent - Responsible for implementing School Board policies and responsible for the teaching and learning of all students in the Portland Public Schools.

Director of Language Development - Ensures that all aspects of the Lau Plan are in place and that all federal and state requirements around ESOL instruction and assessment are met and that EL teacher supervision and evaluation is carried out. Working with EL teachers, building and district administration, the Director also ensures that there is a clear vision and adequate resources to implement the vision with ample opportunities for feedback and continuous improvement.

EL Specialists (District-Level) Help lead support of content and EL educators in integrating content with language goals, analyzing language demands of content areas and co-designing culturally and linguistically responsive instruction and assessment. Support professional learning to:

- a. Analyze the academic language demands involved in grade-level teaching and learning.
- b. Apply the background knowledge of ELs, including their language proficiency profiles, in planning differentiated teaching and assessment.
- c. Plan for integrating language and content teaching and learning around discipline-specific topics.
- d. Capitalize on the resources and experiences that ELs bring to school to build and enrich their academic language.

Language Development Coach/Teacher Leader (School-Level) - Has a literacy and assessment background. This person has the expertise to help teams (MTSS/IEP) distinguish between language acquisition and learning difficulties. The Language Coach is a resource for general educators in the use of various assessments (running records, NWEAs, WIDA Performance Definitions, WIDA Rubrics, formative assessments, etc.) and instruction (including collaboration/co-teaching, coaching cycles, and supplemental programs such as Imagine Learning, System 44 and Read 180) in much the same way as the math and literacy coaches do in PPS. Coaches add the language lens to overall student achievement across all content areas.

EL Teachers - These professionals are EL endorsed and provide services from direct student instruction to instructional specialist within the general education setting. Teachers work with students and collaborate with teachers. Additionally, all EL teachers take the lead with a caseload of students (between 25 and 45 based on grade span) in the Language Acquisition Committee (see below).

Ed Techs (English Language and Language Acquisition) - LA Ed Techs help with acculturation for new arrivals which includes transitions to American schools and support in the classroom and native/heritage language as a support to access English. EL Ed Techs work as cultural brokers with all English Learners serving as a linguistic and cultural liaison between the school and home. They support students and teachers in ensuring that academic standards and language targets are achieved, especially for students who have already transitioned to American schools.

Literacy Specialist/Coaches - Use age-appropriate literacy strategies, curricula and intervention strategies to teach literacy to all students who are emerging readers in a culturally and linguistically responsive way. EL students will benefit the most from professionals who are EL-endorsed.

Multilingual and Multicultural Center (MLC)

Provides support for multilingual students and families through registration assistance for new students, language access for families who need translation and interpretation services, parent orientation sessions for new arrivals to the United States, and parent workshop sessions.

Language Access Coordinator - The Language Access Coordinator manages the programs and services that ensure our non-English speaking students and families have equal access to important school information. The Coordinator is responsible for facilitating the interpreting and translation needs of schools and the district. The Coordinator manages Parent Community Specialists to carry out the interpreting, translating and cultural brokering which allows non-English speaking students and families equal access to education in the district.

English Language Assessment Specialist - Responsible for administering and scoring the English Proficiency screener and communicating the results to families and schools.

Parent Community Specialists (PCS)- Bilingual and bicultural PCS work out of the Multicultural and Multilingual Center to provide outreach and services for limited English parents in the PPS in a variety of ways: translation and interpretation services, parent advisory council (PAC) meetings, cultural brokering and referral to agencies and services. At the time of publication, we have PCS for language groups of 50 or more students.

DEFINITIONS AND ACRONYMS

English Learner (EL) - A student, who by law, understands or speaks a language other than English at home and must take the ACCESS exam annually until he/she/they demonstrate “proficiency” (currently with score a 4.5 Composite or higher). Formerly known as LEP (Limited English Proficient) and also referred to as ELL (English Language Learner). Many ELs are multilingual and bring a wide range of linguistic skills and experiences to their learning.

English Proficiency Level (EPL) - Measured by a score of 1.0 to 6.0 on the ACCESS Test. Officially, the state of Maine defines proficient as a Composite score of 4.5 or higher (as of 2018).

English Language Development (ELD) - Refers to the various programs a school district employs to teach English to English Learners. The most common ELD programming includes various types of Sheltered English Instruction (SEI).

Dual Language Learners (DLL) - Students up to age five who acquire two or more languages simultaneously, and learn a second language while continuing to develop their first language.

Language Acquisition Committee (LAC) - The LAC (formerly known as the MET) is a school team responsible for guiding and monitoring the placement, services and assessment of students who are ELs. The LAC may be comprised of content-area or general classroom teachers of ELs, assessment specialists, school administrators, school counselors, ESOL staff, parents/guardians, students and other members as appropriate. To ensure parent/guardian understanding, qualified interpreters may need to attend LAC meetings and document translations may need to be provided as well. The LAC is responsible for guiding and monitoring the placement and services of ELs using WIDA Performance Definitions, WIDA Rubrics, Can Do Descriptors and formative classroom assessments.

Individual Language Plan (ILP) - Developed by the EL teacher and reviewed by the Language Acquisition Committee (LAC), this document (see Section 4 for specifics) explains the reading, writing, listening and speaking goals and strategies to reach those goals for each English Learner (EL). It is reviewed at least once annually.

English for Speakers of Other Languages (ESOL) Endorsement- The endorsement (660) in the state of Maine which allows educators to assess and plan for the English language development program of students who are English Learners (ELs).

Intensive English Language Development (IELD) - Programming that focuses on the introductory instructional language of English Learners (in addition to academic language in all content areas) whose English Language Proficiency levels 1 and 2.

Cognitive Academic Language Skills (CALs) - Programming that focuses primarily on the academic language skills (in addition to expanded instructional language) of English Learners whose English Language Proficiency levels are 3.0 to proficiency.

WIDA (formerly the acronym for World-Class Data and Assessment out of the University of Wisconsin) - Advances academic language development and academic achievement for children and youth who are culturally and linguistically diverse through high quality standards, assessments, research, and professional learning for educators. WIDA develops the ACCESS exam.

ACCESS for ELLs® is a computer-based adaptive exam (paper-based for kindergarten) given annually in the State of Maine (and over 35 other states) to test English Learners in four language domains: reading, writing, speaking and listening.

Gifted and Talented Programming (Chapter 104) - School districts in Maine are mandated to screen, select and provide programming for students with exceptional abilities. Gifted and talented students are defined as children in grades K-12 who excel, or have the potential to excel beyond their age peers in the regular school programming, to the extent that they need and can benefit from programs for the gifted and talented.

Language Use Survey (LUS) - Official document that every student's family must complete upon enrollment into a publicly funded school. If at least one answer on the LUS indicates that the student speaks or understands another language, the student is identified as a potential English Learner and will require an English language screening to be administered.

Individualized Education Plan (IEP) - A written statement of the educational program designed to meet the needs of a student who receives special education services.

Every Student Succeeds Act (ESSA) - This federal law passed in December 2015 governs the United States K-12 public education policy and replaced its predecessor, the No Child Left Behind Act.

Multi-Tiered Systems of Support (MTSS) - Formerly known as **Response to Intervention (RTI)**, this is an instructional framework that includes universal screening of all students, multiple tiers of instruction and support services, and an integrated data collection and assessment system to inform decisions at each tier of instruction.

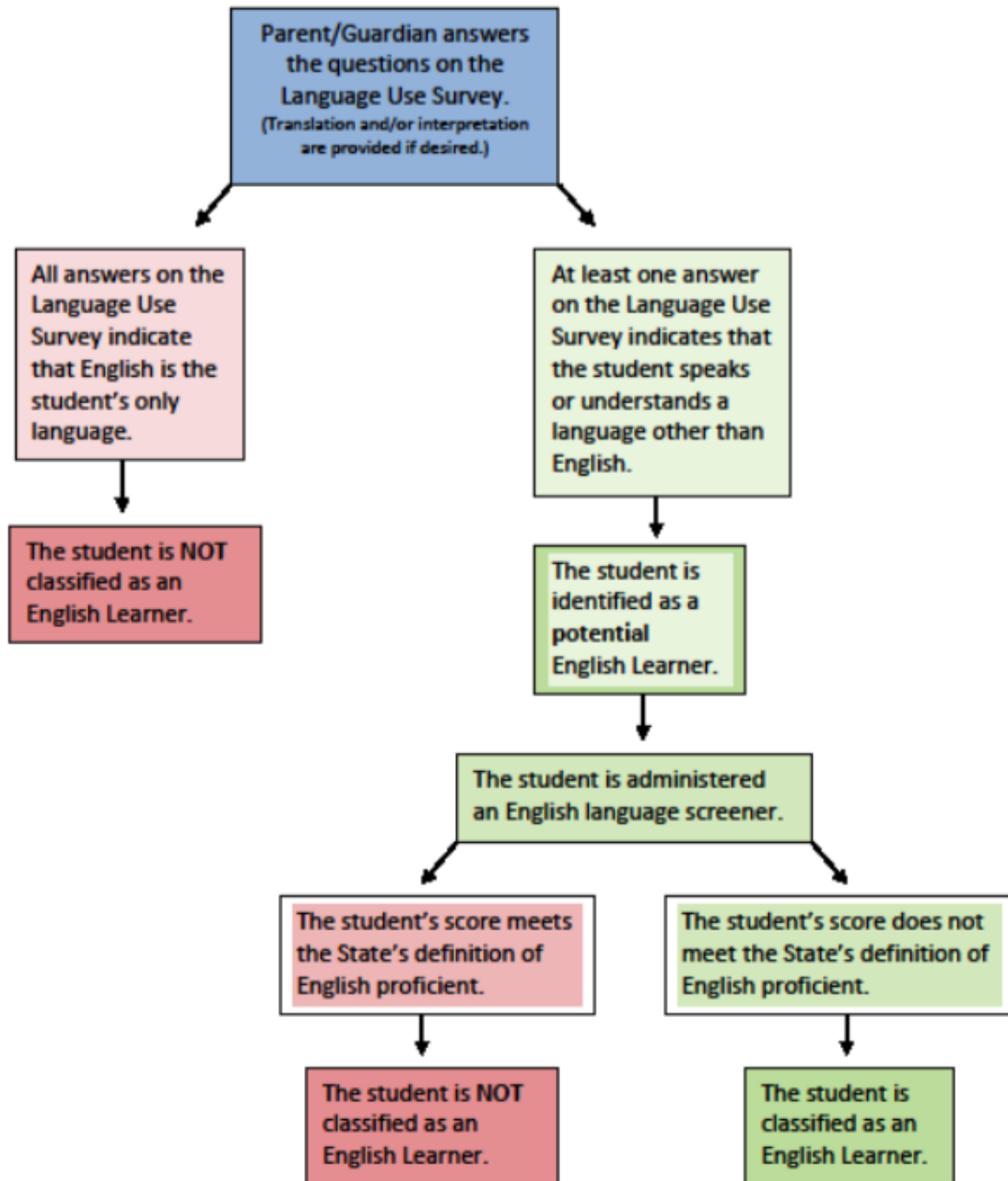
Students with Limited or Interrupted Formal Education (SLIFE) - "English language learners who have experienced interrupted education due to war, civil unrest, migration, or other factors; who have never had the opportunity to participate in any type of schooling before entering the United States; or who have experienced limited education in their home countries due to lack of resources or trained teachers, the type of schooling they participated in, or other circumstances." (Decapua & Marshall, 2016)

Long-term English Learners (LTELs) - Students who have been in English learner (also referred to as EL, ELL or ESOL) programs for the majority of their schooling are considered long-term ELs. The term refers to students who have been in the English learners program for more than five years.

Section 2: EL Flowchart

“The parents/guardians of all students enrolling in a district for the first time must complete the Language Use Survey. The entire identification process must be completed within thirty days of enrollment from the beginning of the school year or within two weeks of enrollment during the school year. Note that if a parent/guardian refuses to complete the Language Use Survey, the district is still required under federal law to identify all English Learners. In such cases, the “School Use Only “ section of the Language Use Survey must indicate observed or student-reported use of a primary or home language other than English before an English Language proficiency screener can be administered.” - Adapted from MDOE Resource Tool for Lau Plans

Figure 2.1: EL Identification and Exit Flowchart



Section 3: EL Identification

All of our students come to school with a wide variety of strengths and talents, including the ability to communicate in various languages. A student whose primary or home language is a language other than English, and who is not yet proficient in English, is considered an English learner, eligible for support and programming. Though an EL may have the academic language skills in an additional language(s) to perform at grade level, his/her/their academic English language skills (listening, reading, writing or speaking) are still developing.

Schools are required to identify students who have limited English language proficiency and develop appropriate programming for them within 30 days of the start of the school year or within two weeks of enrollment during the school year. This section describes the process for identifying English Learners (please see Section 5: Access to Academic and Extracurricular Programs for special education and other program identification).

Table 3.1 EL Identification Chart

ACTION (Required by Law or Policy)	WHEN (time frame)	HOW (protocol in place)	BY WHOM (person/title responsible)
Administration of the Maine DOE Language Use Survey (LUS) for ALL students	Upon entry to school- in school enrollment packet for all students	- School secretary has parent/guardian complete the LUS (providing translated form if needed); if there is a language other than English, the student will complete their enrollment through the Multilingual Center (MLC). - New families complete the LUS when enrolling to school at the MLC.	All schools and the MLC Intake staff, with the assistance of an interpreter as needed or requested, help parents complete the forms necessary for school registration.
Translation/ Interpretation Services Provided to Parents/ Guardians	Notice for language services are posted in all school offices and on our website. Translation/Interpreter assistance is available during the enrollment process upon request.	- Scheduled through the MLC - online ticket system to request services. - Language Line is available as needed.	Interpreters and translation services available through the MLC - Parent Community Specialists (covering languages spoken by 50 or more students) as well as additional contracted interpreters as needed.
Referral of all Potential English Learners for Screening	Can happen any time during the school year. A student with a home language other than English identified through the LUS and who was not previously identified as eligible for ELD programming, but who is now experiencing difficulties in a classroom in any Portland school, may be tested at any time to determine eligibility.	- Students are referred to the Language Acquisition Committee (LAC) at the school building. - The EL teacher reviews the LUS and updates it as part of the LAC. - The EL teacher arranges for the WIDA online screener to be administered through the MLC.	Parents, teachers, school administrators
Administration of English Language Proficiency Screener	Within the first 30 days of the new school year and within the first two weeks of enrollment once the school year begins.	- The WIDA screener online, Pre LAS or other appropriate ELP screener for Pre K (PreIPT) is administered to determine eligibility for English language programming. - Additional information is gathered through a family education history interview.	The MLC's English Language Assessment or EL Specialist determines status based on screener results and family history interview.
Language Acquisition Committee Meeting to Develop Program	Once a student enters the school (part of the Meet & Greet period during the transition into school) the LAC convenes	- The EL teacher completes the ELD Programming Form and reports to parents by the first grading period during the school year. - ELD Programming is	LAC - Will include EL endorsed teacher, a parent/guardian and other educators and/or school staff

Services for Identified English Learners*	to review the student's file and recommend program services.	communicated during Teacher/Parent conferences, a scheduled LAC meeting and each grading period following.	The LAC makes decisions regarding the ELD programming, services and develops the ILP.
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English Language Proficiency Screening Assessment Requirements

Grade	Screening Assessment	Minimum Score Required to be Non-EL
Pre-K (ages 3.5 - 4.4)	PreLAS (or other valid measure)	>77/Level 4 (Fluent English Speaker)
Pre-K (ages >4.5) / 1st semester K	Kindergarten MODEL	Oral language proficiency level 6.0
2nd semester K/1st semester 1st grade	Kindergarten MODEL	Composite proficiency level 6.0
2nd semester 1st grade-12th grade	WIDA Screener Online	Composite proficiency level 4.5

*The Kindergarten MODEL test is not aligned to ACCESS for ELLs and therefore has a different score requirement for EL identification.

Section 4: Development of Individualized Language Acquisition Programs

Portland Public Schools provides English language instruction within the context of academic content using grade-level curriculum for students at all levels of English language proficiency. English language development (ELD) programming provides students who are English learners with access to the general education curriculum through a continuum of instructional options to enable them to attain both English language proficiency and content area standards within a reasonable length of time.

- ELD programming decisions are made for newly registered students who are identified as English learners:
 - a. The WIDA online screener is given at the MLC during enrollment to determine eligibility for EL services within 30 days communicated to parents/guardians;
 - b. The Program Model and Services (time and frequency) are recorded on the **Individual Language Plan (ILP)** by the EL teacher and reviewed by the Language Acquisition Committee (LAC).
- There are a variety of evidence based program models tailored to the EL's individualized educational needs. The EL Teacher develops an **Individual Language Plan (ILP)**, to be reviewed by the LAC, for each student outlining individual goals and strategies for language development in all four domains (reading, writing, listening, speaking) based on the following evidence: ACCESS for ELLs results, classroom observations, grades, state and local standardized academic assessments. ILPs will be reviewed and updated as needed during existing student meetings (grade level, guidance, departmental, parent teacher conferences, student assistance team, MTSS, IEP meetings, etc.).
- The typical amount and frequency of services provided to ELs is based on the proficiency level and grade. See "**ELD Program Continuum**" below.
- Parents/guardians have the right to decline EL services. Parents can request a meeting at any time during the school year to decline services. The EL teacher/LAC, provides the **Decline ELD Program** form for parent/guardian signature after a discussion of the student's individual language needs. The EL Teacher informs the parent/guardian that they have the right to opt back into the ELD program or particular services at any time. Parents are informed that their child will continue to take the ACCESS test annually as required by federal law (see Section 6: Annual Testing for more information on opting out on testing). If the parent declines ELD programming or particular services recommended for the child, the school will document this and still provide meaningful education and the student will receive support within the general education program to ensure English language development across all content areas.
- Students with Limited or Interrupted Formal Education (SLIFE) as well as Long-Term

ELs (LTELS) will likely require additional resources, instruction and programming support to ensure access and participation in the general education program.

- The LAC reviews the EL's individual programming and reports to parents via a **Continued Eligibility Parental Notification Letter** which is sent home at the start of the school year.

English Language Development Program Continuum

All ELD program models adhere to the *High-Leverage Principles of Effective Instruction for English Learners*: 1) Determine and address the academic language demands of the lesson; 2) Build upon students' background knowledge; 3) Design and scaffold deeper learning tasks that integrate listening, speaking, reading, and writing domains; 4) Provide opportunities for student participation through extended oral discourse and structured collaboration; 5) Use formative assessment to support both language development and content goals. (Neri, Lozano, Chang, Herman, 2016) **All models in the ELD program continuum rely on collaborative planning, teaching, and assessment. Please see the description of the ELD Program Models in the Appendix.**

The Goal for EL Programming (Pre-K to Grade 12) is to accelerate the acquisition of English and academic content by meeting the following standards (Maine English Language Standards adopted from WIDA):

1. **Social and Instructional Language** - English learners communicate for social and instructional purposes within the school setting.
2. **Language of Language Arts** - English learners communicate information, ideas and concepts necessary for academic success in content area of language arts.
3. **Language of Mathematics** - English learners communicate information, ideas and concepts necessary for academic success in content area of mathematics.
4. **Language of Science** - English learners communicate information, ideas and concepts necessary for academic success in content area of science.
5. **Language of Social Studies** - English learners communicate information, ideas and concepts necessary for academic success in content area of social studies.

Table 4.1: ELD Program Continuum

[illegible]

Level 3 - Developing (CALs)	Elementary & Secondary: English language programming may be a combination of services offered to students in Levels 2-4 depending on student needs (See items above and below)	Elementary (Grades K-5): 1 hour of direct instruction in or out of the general education classroom/day Secondary (Grades 6-12): 1-2 hour of direct instruction in or out of the general education classroom/day
Level 4- 4.4 - Expanding (CALs):	Elementary (Grades K - 5): - Targeted ELD for areas of need (reading, writing, listening, speaking, vocabulary development, etc.) - Content Classes with integrated EL Support - Push-in academic language support Secondary (Grades 6-12): - Targeted ELD for areas of need (reading, writing, listening, speaking, vocabulary development) - Tutoring, Extended Learning Time to target specific academic language goals	Elementary (Grades K - 5): 1 hour of direct instruction in the general education classroom/day. Secondary (Grades 6-12): 1-2 hour of direct instruction in or out of general education classroom/day.
Level 4.5 - 6 (Expanding/Bridging/Attained)	Exited - Placed on monitor status. Students continue to learn grade-level academic content and maintain growth in English language proficiency.	- Differentiated Instruction as needed Academic progress monitored for two years by LAC/Case Manager. - Eligible for re-entry into ELD Programming if appropriate.

Alternate ACCESS Levels A1 - P1.9	English language development instruction is supported across all settings. Each student has an Individual Language Plan (ILP) with language goals in reading, writing, listening, and speaking as appropriate.	ELD instruction is delivered in collaboration with the Special education teacher for an individualized continuum of English language support per the recommendation of the IEP team. Consult services may be determined appropriate by the IEP team which includes the EL Teacher. Students exit when they reach a composite score of P2 and are placed on monitor for two years.
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Pre-LAS for 4 Year Olds	Program Model: Individualized Continuum of Support	
Levels 1/2: IELD - Non English Speaker (NES) 0-56 Level 3: CALS - Limited English Speaker (LES) 57-76 Levels 4/5: Not EL- Fluent English Speaker (FES) 77- 100 NOTE: <i>Pre-K DLLS will have the opportunity to exit from ELD services in Kindergarten when they take the Kindergarten ACCESS for ELLs.</i>	English language development instruction is guided by the WIDA Early Years Promising Practices. Each student has an Individual Language Plan (ILP) with language goals in listening, speaking and reading and writing as appropriate. ELD support is integrated and embedded across all classroom activities throughout the day. Collaboration and co-planning between EL teacher and classroom teacher supports language development for emergent bilinguals.	Weekly support from an EL teacher in the general education classroom.

SECTION 5: Access to Academic and Extracurricular Programs

English learners have equitable access to all the academic and extracurricular programs that their schools offer. English language proficiency is not a prerequisite to participate in general education classes and other school activities, programs or events.

English language programming is provided in a way that encourages English learners to participate in all aspects of the school program, including advanced course work, AP, honors, career and technical education, gifted and talented programs (Chapter 104), Pre-Kindergarten, athletics, academic and career counseling, performing visual arts, honor societies and extracurricular activities. English learners are also included in the SAU's required "child find" policies and procedures to ensure that all children with disabilities residing in the state, and who are in need of special education and related services, are identified, located, and evaluated. This applies to all multilingual learners suspected of having a disability regardless of their English proficiency level.

Special Education and Other Programs: The timelines and procedures to identify ELs and non-ELs for programming for special education, gifted and talented, etc. is the same. Additional procedures and protocols that consider the student's sociocultural factors and native language proficiency help to ensure equitable and appropriate identification of ELs to these programs.

Screening for English Language Proficiency is separate and distinct from the process required for qualifying for special education. ELs can only receive special education services and programming if they qualify for special education services under the Federal guidelines of IDEA and MDOE regulations. For a student to qualify as a student needing special education services, there must be an identified and diagnosed disability. The disability must cause an adverse effect in learning and accessing education and require specially designed instruction.

English learners identified for special education services are entitled to both ELD programming and specialized instruction per their **Individual Education Plan (IEP)**. Procedures utilizing the district's **Multi-Tiered Systems of Support (MTSS)** teams must include the participation of an EL Teacher to assess the student's language proficiency skills in both English and other languages that the student speaks, identify and discuss the consideration of sociocultural factors, and to assist the team in determining the appropriateness of a referral for special education services. See Appendix for ELs with suspected disabilities.

- School administrators, EL teachers, guidance counselors, learning strategists, coaches and general education teachers are all responsible to ensure **ELs have access to all school programs and activities**. Parents/guardians requiring interpretation and

translation services are notified about all programs and activities that English speaking parents receive in a language that they can understand.

- Students who are ELs are provided the necessary support and accommodations to ensure that they have access to the same **rigorous, grade-level appropriate academic and extra-curricular programming** as their non-EL peers.

Section 6: Annual English Language Proficiency Test Administration

The ACCESS for ELLs ® or Alternate ACCESS, is an English language proficiency summative assessment administered annually in Maine to all students who are English learners from Kindergarten through 12th grade. ACCESS for ELLs ® meets the federal requirements of annually assessing English language proficiency and provides reliable, valid and useful information on the proficiency levels and progress of ELs acquiring academic English. Portland Public Schools recognizes that students are the rich sum of their collective experiences and while they are much more than the measure on a standardized test, we must administer this assessment in order to meet state and federal requirements.

All students who are English learners are administered the ACCESS for ELLs ® or Alternate ACCESS, if applicable annually during the testing window established by the Maine Department of Education until they reach the state determined proficiency level, currently a composite score of 4.5 or higher.

The district ACCESS Coordinator works with school ACCESS Coordinators in each building to administer the ACCESS for ELLs ®. ACCESS test administrators/proctors are trained and WIDA-certified. Additional support for testers/proctors is provided by the Portland Public Schools' Department of Language Development.

Parents/Guardians/Students age 18 or over can request a meeting and document that they are deciding to opt out of testing at any point during the school year. EL Teachers and/or administrators will explain that Maine is not an "opt out" state and that students, teachers, the school and the district will receive important information from ACCESS that will help individual student and school-wide programming. By practice and MDOE recommendation, the district does not force a student to take the ACCESS exam.

Section 7: Monitoring EL Students

The LAC is responsible for monitoring the progress of all ELs' academic language acquisition and academic achievement, including those who have opted out of EL services. The LAC will recommend any interventions or supports needed as part of their ELD programming. The district

is responsible for monitoring the progress of all ELs in achieving English language proficiency and in acquiring content knowledge.

- Parents/Guardians, teachers, administrators or students can request a meeting to review progress at any time during the school year.
 - The LAC meets at least once annually to review grades, attendance and behavior, including:
 - ACCESS and MEA test performance.
 - Grade-level core content area performance.
 - Periodic formative assessments of ELP.
- MTSS/RTI Teams, including an EL Teacher, may serve as the LAC to monitor ELs' progress taking into consideration sociocultural and linguistic factors.

Section 8: Exit from EL Identification and Post-Exit Monitoring

When an English learner meets Maine's definition of English language proficiency on ACCESS for ELLs/Alternate ACCESS (currently an overall composite proficiency level of 4.5, or Level P2 on Alternate ACCESS), the student is exited from English learner status.

- The LAC or EL teacher/case manager is responsible for reviewing the academic progress of all former English learners who are monitored for two years to ensure that English language support services are no longer needed. If concerns arise about the academic progress of a former EL on monitor status, the student is referred to the MTSS/RTI team which includes an EL teacher. The MTSS/RTI team determines if the lack of progress is due to language development. If it is determined that language is a concern after implementing interventions, the students will be referred to the MLC assessment coordinator for re-screening.
- If educators suspect that a former English learner is no longer proficient in English, the WIDA Screener Online may be re-administered to determine English learner status.
- PPS ensures that students who were screened for English learner status upon enrollment but did not qualify are provided an opportunity for rescreening and entered into English learner status if he/she/they qualifies. An educator or parent can refer a student at anytime (or a student over the age of 18 can self-refer) to a LAC during the school year if they believe the initial screener results are inaccurate and have concerns about the student's ability to access their educational program due to language concerns.

Section 9: Personnel, Facilities and Materials

English learners are provided with sufficient, qualified teaching staff to meet their language learning and academic content acquisition needs, as well as facilities and materials of comparable quality to those of their peers.

- When ELD support is provided by ed techs, aides and/or tutors, it is always overseen by qualified ESL endorsed teachers to meet students' ILP goals. Our ELD Vision Statement and Human Resources job description articulates the responsibilities for each of these roles.
- The caseload of teachers serving English learners allows for effectively meeting all English learners' needs. Student demographic changes periodically dictate adjustments in caseloads. The Director of Language Development reviews programming with administrators and EL staff to make adjustments as necessary (and at least annually) by reviewing demographic trends and staffing allocation as well as the language demands/needs of ELs at each school.
- The Department of Language Development works with Building Administrators and the district Academic Team to provide professional development to general educators in core instruction that incorporates the High Leverage Principles for Effective Instruction of ELs aligned to the MDOE adopted WIDA English Language Proficiency Standards.
- The Director of Language Development along with district and building administration ensure that students who are English Learners have equitable access to the same facilities along with materials and accommodations that specifically address content and language acquisition required to meaningfully participate in the general education program as compared to their non-English learner peers.
- Students who are English learners participate in all school activities with non-English learner peers. They are not unnecessarily segregated from their non-EL peers. Each EL has an ILP outlining their individualized English language learning goals and accommodations to guide instruction in all learning environments.
- Staff training is provided on when and how to provide translation/interpretation services for families, overseen by the MLC Language Access Coordinator. All new PPS employees are provided training at the beginning of the school year. School secretaries receive training at the start of each school year and additional training is provided upon request by any PPS employee. Professional Development, translation library access, support for parent teacher conferences, language line, three-way phone conferences, parent meetings are provided as requested.

Section 10: Communication with Parents/Guardians

PPS recognizes the importance of the school/home partnership and is committed to providing meaningful communication with multilingual parents/guardians who may have limited English proficiency in order to adequately notify them of information about programs, service, or activity called to the attention of non-EL parents.

PPS has procedures in place to determine which parents/guardians need translation/interpretation services upon enrollment and any time during the school year as needed, observed by the schools and the Multilingual Center. The MLC has a Language Access Coordinator who oversees the interpretation and translation services provided to parents and guardians and Parent Community Specialists who provide interpretation, translation, and cultural brokering services in languages spoken by more than 50 students in PPS. Each school has:

- A welcome language sign directing parents to the language they speak that is prominently displayed at the reception desk.
- Front desk staff who receive periodic training and are aware of the process for connecting with spoken language interpreters. Parents/guardians may request interpreter services through the Multilingual Center. When parents/guardians enroll their child through the MLC, they are asked if they need an interpreter/translation services and the language needed. This information is entered into the Multilingual Tab in Infinite Campus.

PPS has a language access policy/plan which includes the Standard Operating Procedures Handbook, available to all PPS staff through a shared district file that includes a translation library of district-wide documents for all parents. The Handbook provides the procedures for requesting spoken language interpretation and translation: Help Desk Ticket system; Language Select language line; using Bilingual Ed Techs; and accessing the translation library. This is overseen by the Language Access Coordinator in the MLC.

Section 11: Ongoing Program Evaluation

The district has procedures in place to regularly evaluate the effectiveness of the English language acquisition program and make any necessary revisions. The goals of the program are to support English Language Development while ensuring grade-appropriate academic achievement in grade-level standards.

- The goals of the ELD program are to be reached by focusing on foundational language proficiency skills in all language domains (reading, writing, listening, speaking) needed to meaningfully access the curriculum and meet grade-level standards in all content areas. The goals will also be reached through the provision of cross-cultural information and strategies for success in negotiating the American school system.
- A district-wide team of representatives from each school will review the progress of students who are ELs in an annual EL Data Retreat. Educators will share strategies, fine-tune practices and evolve structures resulting in school plans for EL programming which are reflected in School Success Plans. The Director of Language Development along with members of the Academic Team periodically revisit and reflect on these plans with school leaders (administrators, EL teacher teams and other school leaders) at each school further calibrating programming using various components of the **District Self Monitoring Compliance Checklist** tool provided by MDOE.
- The EL Data Retreat will include assessment of annual and longitudinal data to measure the progress of current and former English Learners in order to ensure long-term outcomes comparable to those of students who were never English learners.
- Program evaluation will include the district Lau Plan Advisory Committee's periodic review of district data on students who are ELs.

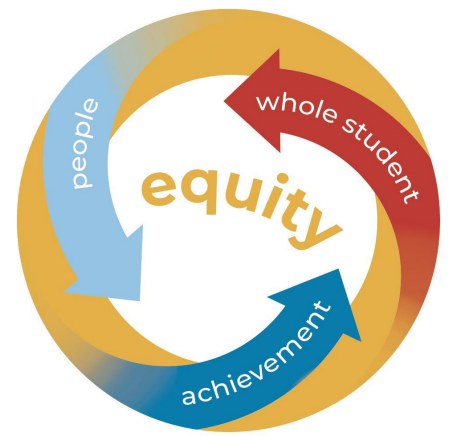
Section 12: Program Recordkeeping

Record keeping is ongoing throughout the school year as needed. All ELs have a blue file kept in the student's cumulative file in each schools' office. A list of the required documents that must be included is on the cover of the blue file. EL teachers, guidance counselors, school secretaries and MLC staff are responsible for record keeping. All listed documents can be found in the Appendix.

- Parents/guardians are notified of ACCESS test results and eligibility for ELD programming on an annual basis.
- Language goals, ELD services, ELP assessments, progress monitoring data, and accommodations, are documented and reported to parents/guardians at least annually.



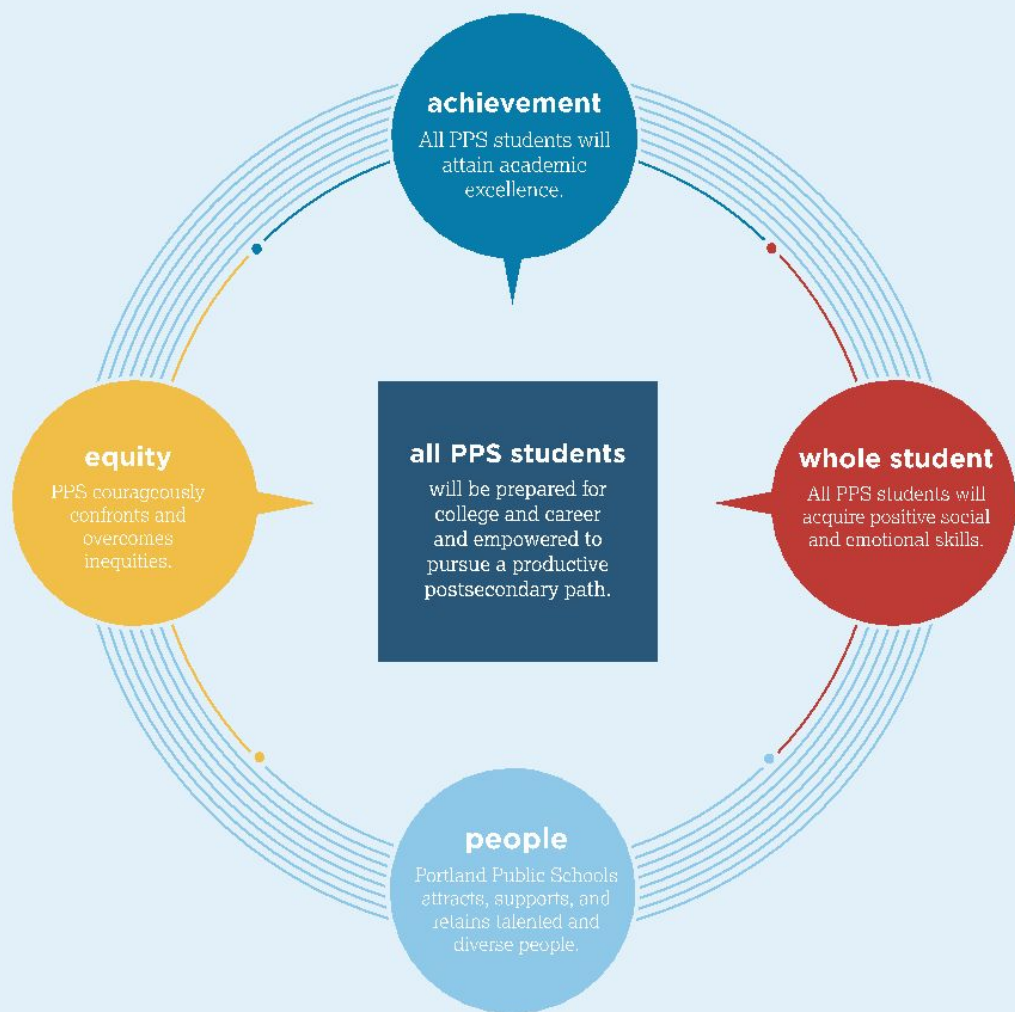
PORTLAND
PUBLIC SCHOOLS
prepared & empowered



FY 2022 Finance Committee Approved Budget: Board Presentation

April 13, 2021

FY22 Budget Focus: Advancing Equity



EQUITY

PPS is vigilant in supporting each and every student's particular path to achieving high standards, rooting out systemic or ongoing inequities.

Metric: 50% reduction in academic achievement and opportunity gaps.

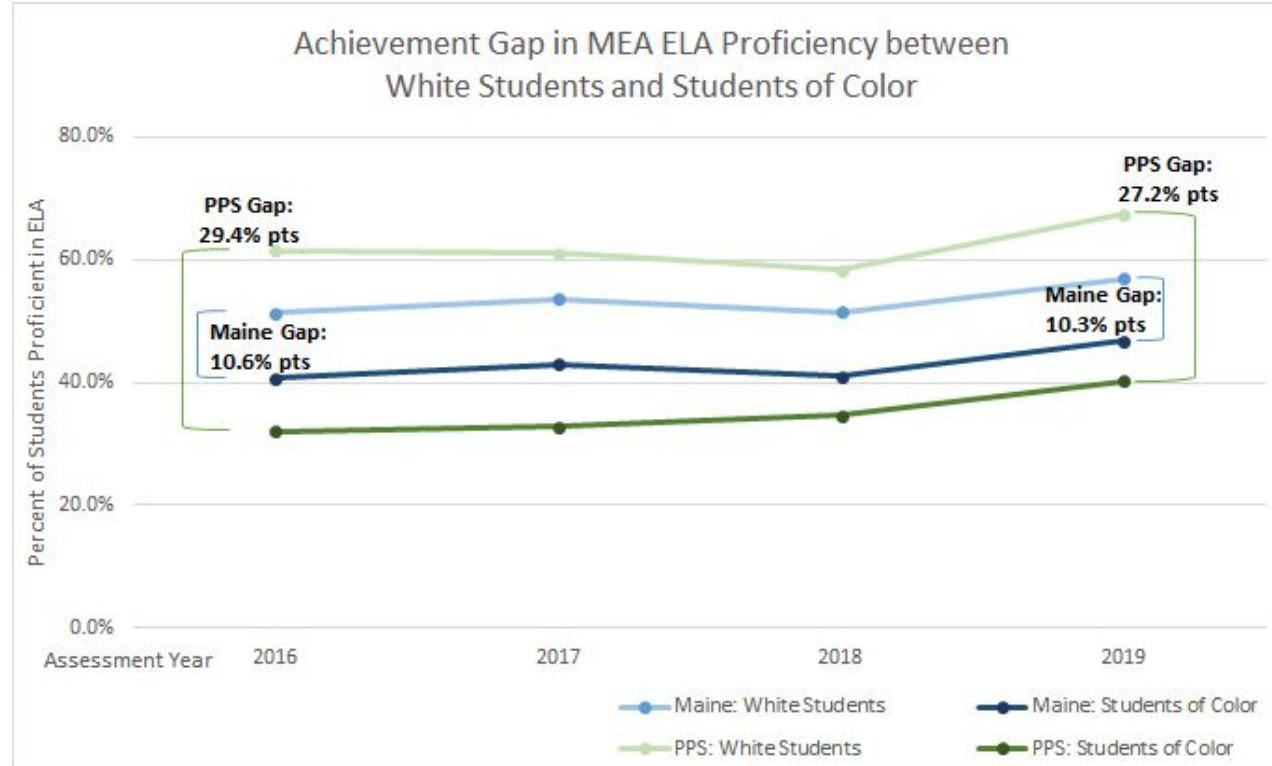


State Comparisons

Academic Achievement Gap by Race: English Language Arts

Net Change in the ELA Achievement Gap by Race between spring 2016 and spring 2019:

- **Statewide** - decrease of 0.3 percentage points
- **PPS** - decrease of 2.2 percentage points

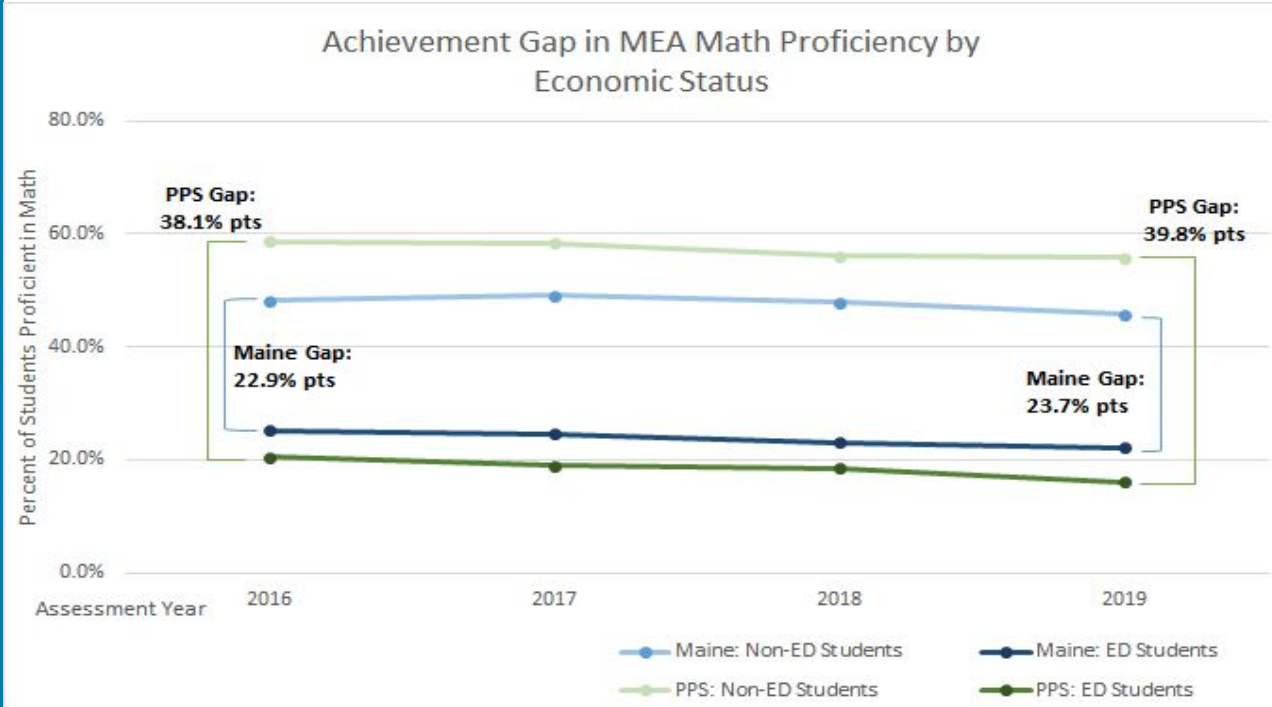


State Comparisons

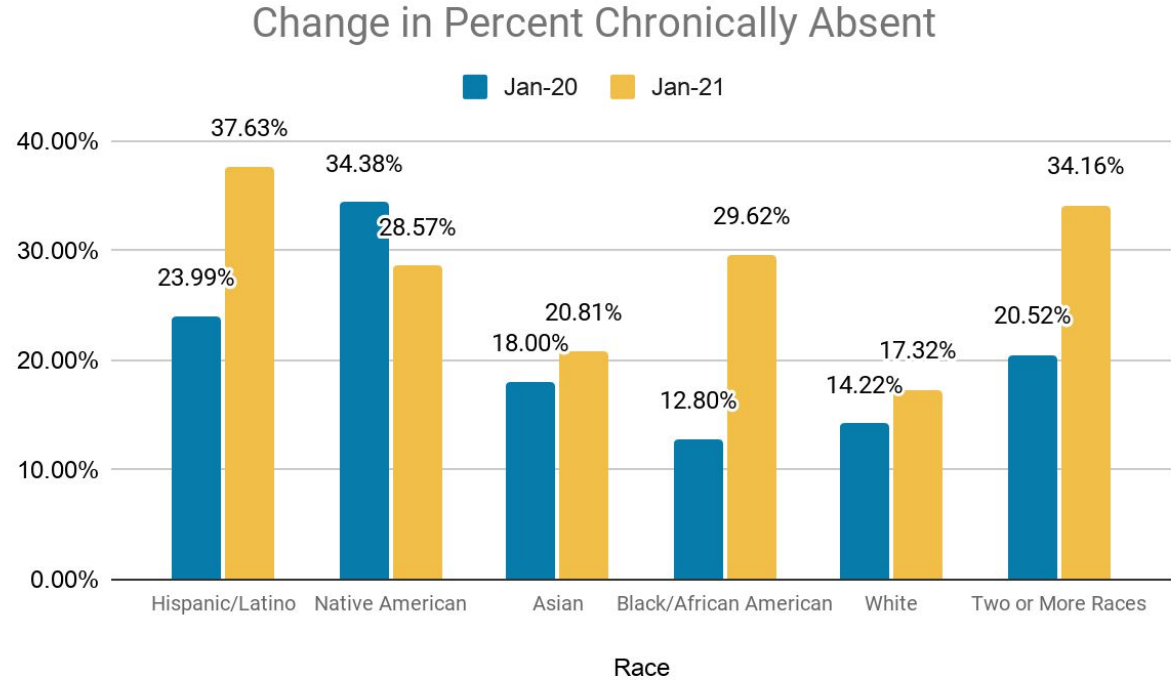
Academic Achievement Gap by Economic Status: Math

Net Change in the Math Achievement Gap by Economic Status between spring 2016 and spring 2019:

- **Statewide** - increase of 0.8 percentage points
- **PPS** - increase of 1.7 percentage points



District Attendance Data: 2020-21



Advancing the Portland Promise in PPS Budget Over Time...

2018

None -
Comprehensive
Plan under
development

2019-20

Began investments in
key areas:

- Whole student supports (FY 19)
- Core Instruction
- Pre-Kindergarten
- Behavioral Health Continuum

2021

Continued PK expansion

Shifted some costs to CARES funding (\$1.3 M in custodial)

Made some program reductions (Elem. Spanish, Athletics, Central curriculum supports) to achieve no tax increase

Delayed other investments to confront COVID Challenge

FY22 Budget: Organizing Priority Themes

- ▶ Advancing equity in PPS
- ▶ Integrating innovations from COVID
- ▶ Rebuilding academic and social emotional foundations post COVID



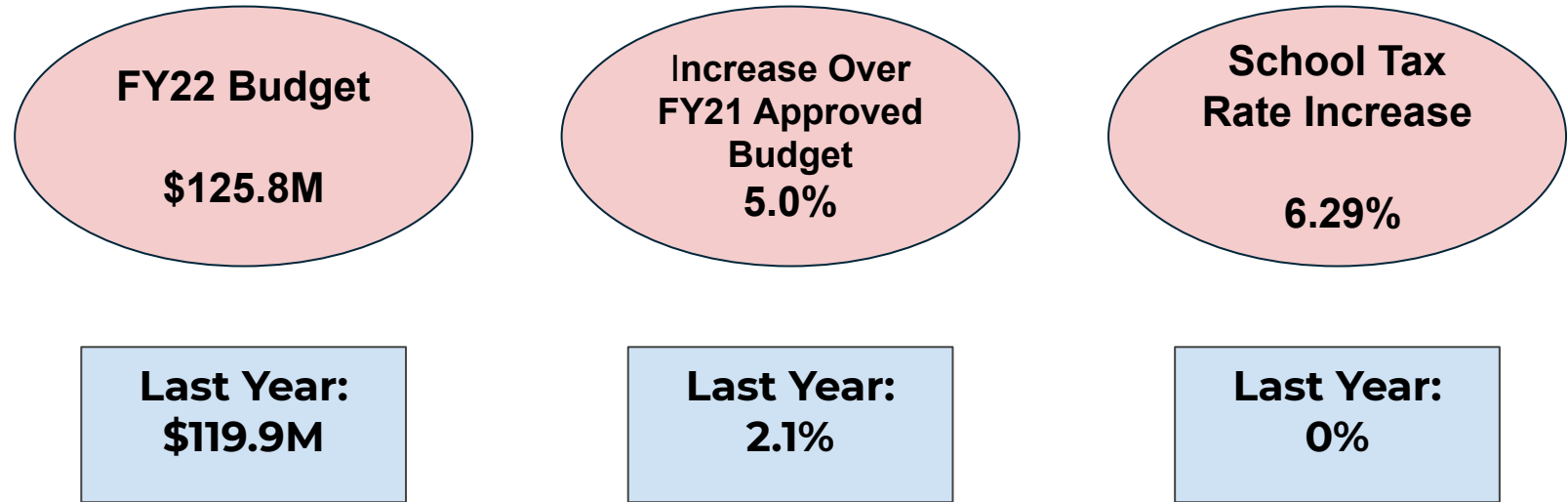
FY22 Preliminary School Board Recommended Budget



FY22 Budget Overview

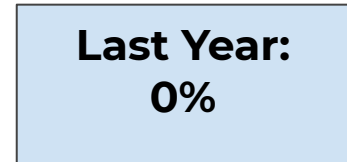
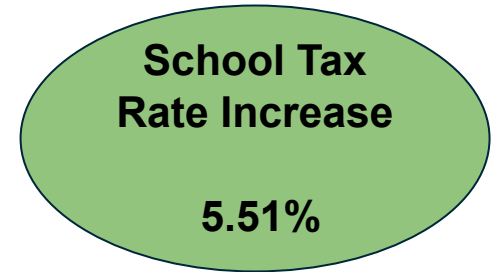
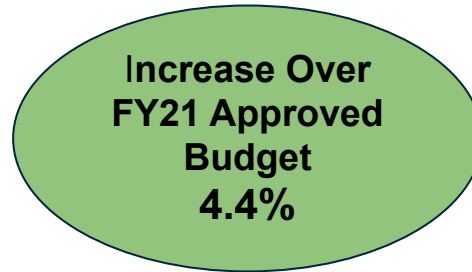
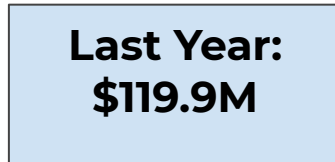
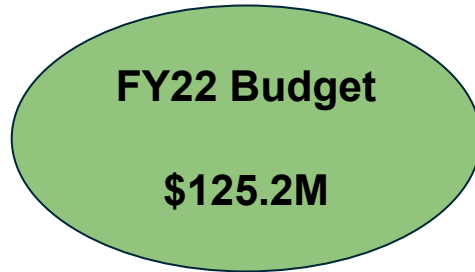
Finance Committee

Recommended Budget



FY22 Budget Update Preliminary School Board Recommended Budget

***Due to reduction(-\$661K) in Health Ins Estimate and increase (\$90K) in State CTE allocation**



FY22 Budget Update

- The Expenditure Budget decreased due to the change in the estimated amount of Employer-Paid Health Insurance.
 - We had budgeted a worst-case 6% increase.
 - We were just notified by Anthem that our rates would be remaining the same for FY22 as FY21, i.e., a 0% increase.
- This change in estimate resulted in an across-the-board **decrease** in health insurance benefits of \$661,060.
- Our Baseline Expenditure Budget **with Investments** decreased - from \$125,815,760 (\$125.8M) to \$125,154,700 (\$125.2M)

Revenue Budget Change:

- On 4/5/21, our CTE Allocation from the State increased by \$89,561.86.
- This resulted in an increase from \$3,195,474.04 to \$3,285,035.90.
- This change impacts the amount of Property Taxes that needs to be raised.
- It results in a redistribution or shifting of funding sources from Property Taxes to Non-Tax Revenue, where the State subsidy amount resides.
- End Result: Property Tax Revenue was reduced by ~\$751K (\$661K + \$90K)

FY22 Budget Overview Update: Baseline

Portland Public Schools	*REVISED AFTER INSURANCE ADJ + CTE Increase			
ADJUSTED BASELINE BUDGET	AS OF 4/8/21			
	FY21	FY22	Variance	% Var
Personnel Budget BASELINE	\$88,342,593	\$90,887,014	\$2,544,421	2.9%
Net Adjustments removed from baseline		\$ (878,915)	(\$878,915)	
Personnel Budget ADJUSTED BASELINE	\$88,342,593	\$90,008,099	\$1,665,506	1.9%
Non-S&B* Budget BASELINE	\$23,096,640	\$23,576,515	\$479,875	2.1%
Net Adjustments removed from baseline		(874,138)	(\$874,138)	
Non-S&B Budget ADJUSTED BASELINE	\$23,096,640	\$22,702,377	(\$394,263)	-1.7%
Debt Service	\$8,423,444	\$9,555,078	\$1,131,634	13.4%
Original BASELINE	\$119,862,677	\$124,018,607	\$4,155,930	3.5%
Net Adjustments removed from baseline		(\$1,753,053)	(\$1,753,053)	
Adjusted BASELINE Expenditures	\$119,862,677	\$122,265,554	\$2,402,877	2.0%
Non-Tax Revenue ADJUSTED BASELINE	\$24,694,600	\$23,802,294	(\$892,306)	-3.6%
Use of Fund Balance	\$829,333	\$770,000	(\$59,333)	-7.2%
Property Taxes	\$94,338,744	\$97,693,260	\$3,354,516	3.6%
Total Revenue Sources	\$119,862,677	\$122,265,554	\$2,402,877	2.0%
Valuation	\$8,070,000,000	\$8,155,000,000	\$85,000,000	1.1%
Property Tax Rate - School	\$11.69	\$11.98	\$0.29	2.48%
*Non-S&B = Non-Personnel (Non-Salary & Benefits) Budget; does include Temp Salaries & Benefits				

FY22 Budget Overview Update: With Investments

Portland Public Schools		*REVISED AFTER INSURANCE ADJ + CTE Increase		
ADJUSTED BASELINE BUDGET w/INVEST	AS OF 4/8/21	*FY22 Prelim School Board		
	FY21	FY22	Variance	% Var
Personnel Budget BASELINE	\$88,342,593	\$90,887,014	\$2,544,421	2.9%
Net Adjustments removed from baseline		\$ (878,915)	(\$878,915)	
Personnel Budget ADJUSTED BASELINE	\$88,342,593	\$90,008,099	\$1,665,506	1.9%
Net Adjustments related to Investments		\$2,693,142	\$2,693,142	
Personnel Budget with Prelim. Investments	\$88,342,593	\$92,701,241	\$4,358,648	4.9%
Non-S&B Budget BASELINE	\$23,096,640	\$23,576,515	\$479,875	2.1%
Net Adjustments removed from baseline		(874,138)	(\$874,138)	
Non-S&B Budget ADJUSTED BASELINE	\$23,096,640	\$22,702,377	(\$394,263)	-1.7%
Net Adjustments related to Investments		\$196,004	\$196,004	
Non-S&B Budget with Prelim. Investments	\$23,096,640	\$22,898,381	(\$198,259)	-0.9%
Debt Service	\$8,423,444	\$9,555,078	\$1,131,634	13.4%
Original BASELINE	\$119,862,677	\$124,018,607	\$4,155,930	3.5%
Net Adjustments removed from baseline		(\$1,753,053)	(\$1,753,053)	
Adjusted BASELINE	\$119,862,677	\$122,265,554	\$2,402,877	2.0%
Net Adjustments related to Investments		\$2,889,146	\$2,889,146	
Adjusted BASELINE EXPEND. with Investments	\$119,862,677	\$125,154,700	\$5,292,023	4.4%
Non-Tax Revenue ADJUSTED BASELINE	\$24,694,600	\$23,802,294	(\$892,306)	-3.6%
Use of Fund Balance BASELINE	\$829,333	\$770,000	(\$59,333)	-7.2%
Property Taxes	\$94,338,744	\$100,582,406	\$6,243,662	6.6%
Total Revenue Sources	\$119,862,677	\$125,154,700	\$5,292,023	4.4%
Valuation	\$8,070,000,000	\$8,155,000,000	\$85,000,000	1.1%
Property Tax Rate - School	\$11.69	\$12.33	\$0.64	5.51%

FY22 Budget Overview Update

		FY '20 Actual	FY '21 Approved July 14	FY '22 Prelim School Board	\$ +(-)	% +(-)
Revenue						
Property Tax Levy		\$93,345,139	\$94,338,744	\$100,582,406	\$6,243,662	6.6%
State EPS Subsidy		\$14,251,970	\$15,223,289	\$14,454,060	-\$769,229	-5.1%
All Other		\$8,778,479	\$10,300,644	\$10,118,234	-\$182,410	-1.8%
Total		\$116,375,588	\$119,862,677	\$125,154,700	\$5,292,023	4.4%
Expenses						
Salaries & Benefits (inc. temp)		\$91,906,131	\$94,536,531	\$99,047,410	\$4,510,879	4.8%
All Other		\$23,744,004	\$25,326,146	\$26,107,290	\$781,144	3.1%
Total		\$115,650,135	\$119,862,677	\$125,154,700	\$5,292,023	4.4%

FY22 Budget Overview: Updated City Rate Computation

	FY'21 Approved	FY'22 Prelim School Board	\$ +(-)	% +(-)
Property Tax Levy	\$94,338,744	\$100,582,406	\$6,243,662	6.6%
Property Tax Valuation	\$8,070,000,000	\$8,155,000,000	\$85,000,000	1.1%
School Tax Rate	\$11.69	\$12.33	\$0.64	5.5%

The increase in property tax valuation alone increases revenue by approximately \$1M with no increase to the tax rate.

Thereafter, each percentage increase in the tax rate yields approximately \$953,000 in property tax revenue and represents ~\$.12 tax rate increase.

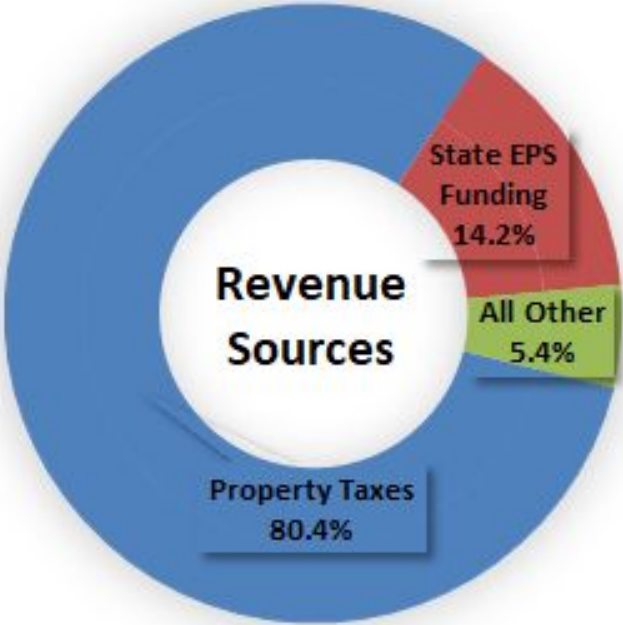


FY22 Budget Overview: Updated Taxpayer Impact

- The FY22 Superintendent's Proposed Budget adds **\$.64** to the School Portion of the Tax Rate for a Total School Tax Rate of **\$12.33**.
- For a home valued at **\$250,000**, this represents an annual increase in property taxes of about **\$160.93**.



FY22
Budget:
Updated
Revenue

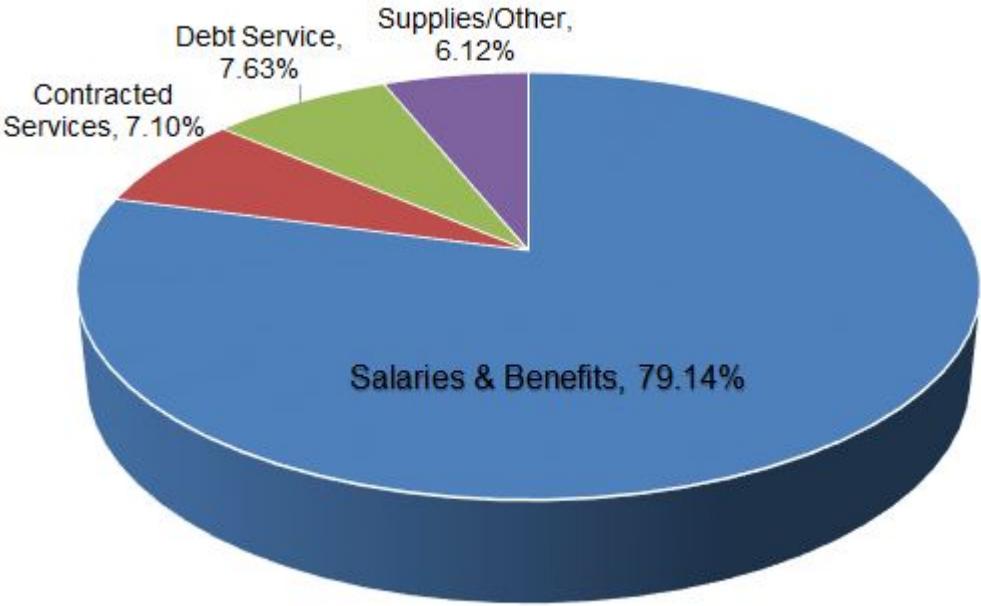


FY22 Revenue Budget

	FY20 Actual	FY21 Approved	FY22 Prelim School Board	\$ +(-)	% +(-)
Property Tax Levy	\$93,345,138	\$94,338,744	\$100,582,406	\$6,243,662	6.6%
State EPS Subsidy*	\$17,811,896	\$18,676,771	\$17,818,900	-\$857,871	-4.6%
All Other :					
Federal Revenue	\$3,475,498	\$4,060,325	\$4,082,506	\$22,181	0.5%
Local Non-Tax Revenue	\$938,440	\$1,026,377	\$993,258	-\$33,119	-3.2%
Other State Revenue (Non-EPS)	\$804,615	\$931,127	\$907,630	-\$23,497	-2.5%
Use of Fund Balance	\$0	\$829,333	\$770,000	-\$59,333	-7.2%
Total	\$116,375,587	\$119,862,677	\$125,154,700	\$5,292,023	4.4%

**Includes State-Approved Debt Service Reimbursement*

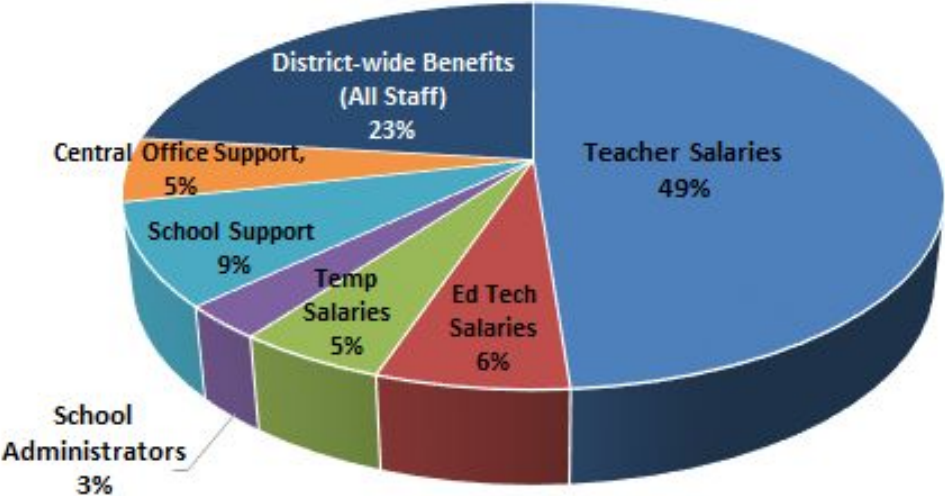
FY22
Expenditure
Budget:
Expenditure
Categories



Expenditure Categories by % of Total



FY22
Expenditure
Budget:
Salary and
Benefits
Expenditures



FY22 Expenditure Budget

	FY '20 Actual	FY '21 Approved	FY '22 Prelim School Board	\$ +(-)	% +(-)
Regular Salaries	\$65,954,066	\$67,529,023	\$71,262,140	\$3,733,117	5.5%
Temporary Salaries	\$4,575,298	\$4,781,794	\$4,888,605	\$106,811	2.2%
Benefits	\$21,376,767	\$22,225,714	\$22,896,665	\$670,951	3.0%
Total Salaries & Benefits	\$91,906,131	\$94,536,531	\$99,047,410	\$4,510,879	4.8%
Contractual Services	\$7,745,615	\$8,995,732	\$8,892,111	-\$103,621	-1.2%
Utilities	\$1,854,633	\$2,279,760	\$2,147,562	-\$132,198	-5.8%
Supplies & Other	\$6,263,982	\$5,627,210	\$5,512,539	-\$114,671	-2.0%
Debt Service	\$7,879,775	\$8,423,444	\$9,555,078	\$1,131,634	13.4%
Total Non-Salary	\$23,744,005	\$25,326,146	\$26,107,290	\$781,144	3.1%
Grand Total	\$115,650,136	\$119,862,677	\$125,154,700	\$5,292,023	4.4%

FY22 Expenditure Budget: Non Salary Expense Drivers

Debt Service	\$1,131,634
Other:	
Utilities - Natural Gas (-\$118K) & Electricity (-\$14K)	-\$132,198
Repair & Maintenance Services	-\$137,704
HVAC Maintenance	\$77,811
Property & Liability Insurance	\$81,795
Expired Computer Leases	-\$193,600
Capital Equipment (Food Service & IT Device Replacement)	-\$114,275
Special Ed Tuition & Contracted Services	\$65,380
All Other: Subtotal	-\$352,791
Total	\$778,843



Budget Themes

New investments
in the proposed
budget



FY22 Budget: Organizing Priority Themes

- ▶ Advancing equity in PPS
- ▶ Integrating innovations from COVID
- ▶ Rebuilding academic and social-emotional foundations post COVID



FY22 Budget: Total Proposed Investments in Budget By Theme

Finance Committee Recommended Budget

Advancing Equity	\$2,418,995
Integrating Innovations from COVID	\$216,879
Rebuilding Foundations	\$274,778
Grand Total	\$2,910,652

Updated: Preliminary School Board Budget

Advancing Equity	\$2,400,127
Integrating Innovations from COVID	\$215,619
Rebuilding Foundations	\$273,400
Grand Total	\$2,889,146

**Difference of \$21,506 due to reduction of estimate for Health Benefits*



Budget Priority Advancing Equity



Budget Priority #1: Advancing Equity

- ▶ Continuing the PreK Promise by increasing seats and reducing barriers;
- ▶ Implementing elements of the Lau Plan to support students who are English Language Learners;
- ▶ Continuing to prioritize core instruction for equity and rigor:
 - Wabanaki and Africana Studies
 - Continuation of Math and *Literacy equity work*
 - *Implementation of the STEM Plan*
 - *Development of a formative assessment strategy*
- ▶ Increasing staff diversity & inclusion efforts:
 - Compensating identity-based work
 - Recruiting and supporting BIPOC educators
 - Career pathways



Budget Priority #1: Advancing Equity

- ▶ Operationalizing structures to enable the district to recognize and redress harassment, sexual harassment and discrimination (ombudsman and school liaisons)
- ▶ Making key investments to support students with disabilities:
 - Autism continuum
 - Functional Life Skills program staffing for increased caseloads
- ▶ Supporting and Institutionalizing the district's equity work:
 - DEI Director on general fund



FY22 Budget: Advancing Equity in PPS

Pre-K Promise Program Expansion	\$216,935
LAU Plan Implementation for ELL	\$1,026,793
Key Curriculum	\$103,327
Diversity Hiring and Support	\$398,807
Harassment Policy Implementation	\$120,968
Special Ed Program Support	\$414,165
Diversity, Equity and Inclusion Work	\$119,132
Total	\$2,400,127



Budget Priority:

Integrating Innovations



Budget Priority #2: Integrating Innovations

- ▶ Expanding and institutionalizing outdoor learning
- ▶ Supporting the integration of new technology based learning modalities and structures
- ▶ *Continuing the in-school substitute structure*
- ▶ *Retaining some level of “remote academy”*
- ▶ *Move to a remote central office operation*



FY22
Budget:
Integrating
Innovations

Technology integration and support	\$122,560
Outdoor Learning	\$93,059
Total	\$215,619



Budget Priority

Rebuilding Foundations



Budget Priority #3: Rebuilding Foundations

- ▶ Creating support structures to reconnect students to learning and community
 - Investing in physical and mental health (nursing and social work)
 - *Significant summer opportunities (district, school and community based)*



**FY '22
Budget:
Rebuilding
the
Foundations**

Physical and Mental Health (Nursing and Social Work investments)	\$273,400
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FY22 Budget: Physical and Mental Health

FTE Additions	3.7 FTE	\$273,400
Non-FTE Additions	n/a	\$0
Reduced Costs	n/a	\$0
Total Budget Impact		\$273,400 or \$0.03 on the tax rate

Position	Location	Total Cost (Salary & Benefits)
0.5 Social Worker	Casco Bay High School	\$36,343
0.2 Social Worker	Presumpscot	\$15,139
0.8 Social Worker	Talbot	\$75,758
0.5 Social Worker	East End	\$32,292
1.0 Social Worker	Lyseth	\$64,584
0.5 Social Worker	Reiche	\$32,292
0.2 Nurse	Lyseth	\$16,992
3.7	Totals	\$273,400



FY22 Budget: Total Proposed Investments in Budget By Theme

Advancing Equity	\$2,400,127
Integrating Innovations from COVID	\$215,619
Rebuilding Foundations	\$273,400
Grand Total	\$2,889,146



Leveraging Federal Funding



Federal Funding: Impact Beyond FY21

	Budget	FY22	FY23	Available
ESSERF I	\$650,000			\$650,000
Continuation of current custodian budget		-\$650,000	\$0	-\$650,000
ESSERF I Totals	\$650,000	-\$650,000	\$0	\$0
ESSERF II	\$7,966,404			\$7,966,404
Continuation of current custodian budget		-\$650,000	-\$1,350,000	-\$2,000,000
Additional Expenditures Earmarked for Federal Funding		-5,966,404		-\$5,966,404
ESSERF II Totals	\$7,966,404	-\$6,616,404	-\$1,350,000	\$0
Both Federal Grants	\$8,616,404	-\$7,266,404	-\$1,350,000	\$0

ESSERF II FY '22 Expenditures Currently Earmarked for Federal Funding

Advancing Equity in PPS	Line totals	Subtotals
Academics - Curriculum Support	\$677,021	
Special Ed Program Support	\$161,082	
LAU Plan Implementation for ELL	\$49,500	
Accelerating Staff Diversity & Inclusion Efforts	\$27,000	\$914,603
Rebuilding Foundations		
Summer School (\$2,250,000 + \$136,960 removed from local)	\$2,386,960	
Hazard Pay & Benefits	\$167,625	
Spring On-Site Reopening	\$1,003,720	\$3,558,305
Integrating Innovations from COVID		
Dedicated Subs (estimate)	\$300,000	
Communications and Resource Development	\$96,709	
Technology integration and support	\$846,787	
Central Office Reconfiguration	\$250,000	\$1,493,496
Planned FY'22 ESSERF II Expenditures		\$5,966,404

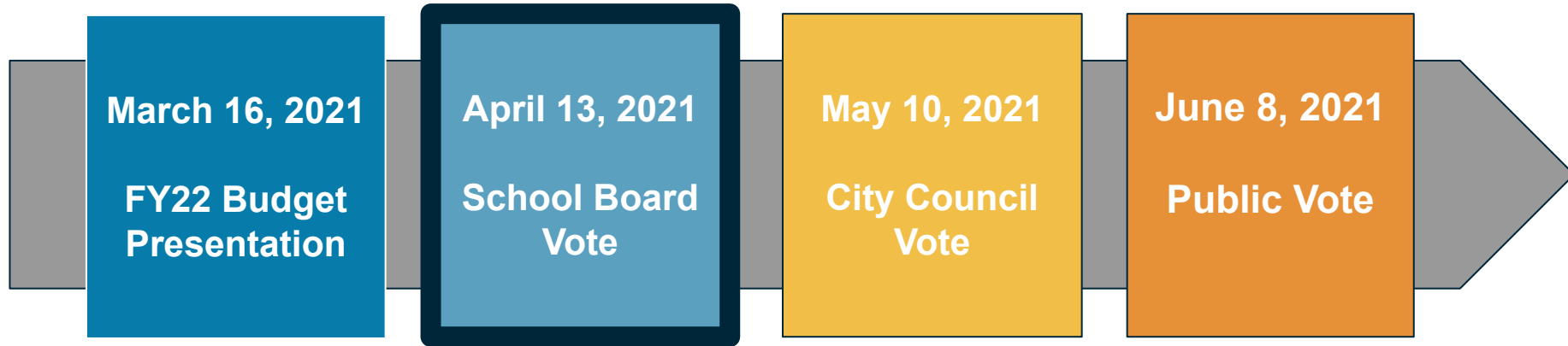


ESSERF III: Preliminary Plans

- ▶ District expects to receive additional ~\$18 million
 - Funds can be used through the summer 2024
 - Minimum of 20% to be used for “learning loss” recovery (required \$3.6 M; estimating \$7-7.5 M)
- ▶ Use funds to support school reopening in the fall (based on conditions as they come into focus)
- ▶ Propose using remaining in a participatory budgeting process to design community based sustainable investments aligned to Portland Promise goals

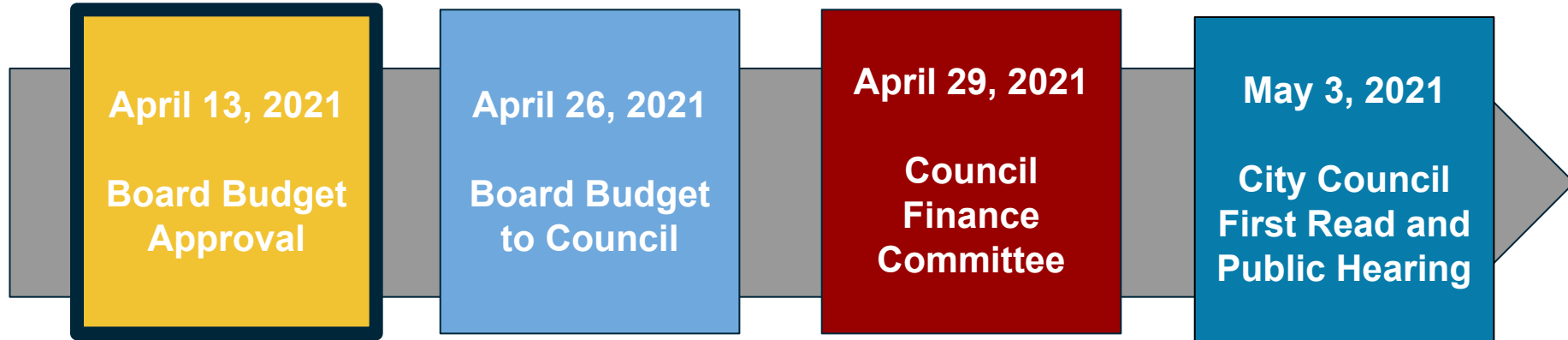


FY22 Budget Timeline - Milestones



PORTLAND PUBLIC SCHOOLS
prepared & empowered

Portland Public Schools FY22 Budget Timeline - Upcoming Dates



Questions



Honorable Mayor Snyder and Portland City Councilors,

As members of Portland Empowered, we unanimously and emphatically offer this letter of support in favor of approving the PPS FY22 School Budget. We believe in the power of public education, and the priorities outlined in this budget represent the goal of advancing equity in the district.

Investing in the education of our youth is a priority. After a year marked by significant challenges and unprecedented need, the theme of this year's budget (Advancing Equity) revolves around key investments that benefit us all:

Eliminating barriers for all students: The creation of new positions provides an opportunity to advance a culture of respect, accountability, and collaborative conflict resolution at PPS. This also means investing in support for students who are English language learners, have disabilities, and are economically disadvantaged.

Providing access to social and emotional health resources: The Mental wellness of our community deserves to be prioritized -- now more than ever before, as we emerge from what has been one of the most difficult years to date for many students, staff, faculty, and families;

Establishing new standards of access to technology: It is imperative to ensure that each student has access and connectivity to the basic technology required to support learning in the 21st century. This will result in increased levels of technical literacy, which promotes competitive positioning within the future economy;

Introducing outdoor learning and other new agile learning models: New and immersive curricular opportunities that have emerged as a result of the pandemic will continue to benefit PPS students and their overall educational experience;

From growing the PPS PreK program to enhancing special education services to extending support for students on the autism spectrum to providing the necessary resources to enforce new harassment policies, these budget priorities impact each of us in one way or another.

We affirm the dignity of every person and we stand by those who are most vulnerable. We as a community must put resources behind our commitment to justice and equity. Portland Public Schools not only forms our future generations, but it provides jobs, supports families, and exemplifies what it means to be a Portlander. PPS are community partners. They must be empowered to carry the banner of Equity and Progress. This ongoing work requires the resources and investments outlined within the '22 Budget Proposal as presented by the school board.

Sincerely,

Christine Biyoga, Parent (District 4)

Nolasque Isirabahenda, Parent (District 1)

Abusana Micky Bondo, Parent and School Board Member (District 1)

Lisa Whited, Parent and PPS Alum (District 5)

Maria Cushing, Parent and Community Organizer

Lucia Rico, Parent (District 3)

Rita Achiro, Parent and PPS Alum (District 1)

Lievino Lobi, Parent (District 1)

Jolie Iraoya, Parent (District 1)

Emilia Francok, Community Organizer (District 3)

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

**CITY OF PORTLAND
IN THE CITY COUNCIL**

MARK DION (5)
APRIL D. FOURNIER(A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER APPROVING STATE/LOCAL EPS FUNDING ALLOCATION
FOR PUBLIC EDUCATION FROM KINDERGARTEN TO GRADE 12
FOR PORTLAND PUBLIC SCHOOLS FOR FISCAL YEAR 2022**

ORDERED, that under and pursuant to the City's Fiscal Year 2021-2022 Appropriation Resolve and applicable state law the City hereby approves the following school budget article for Fiscal Year 2021-2022:

Appropriation for State/Local EPS funding Allocation: That the City appropriates the amount of \$91,537,540 for the total cost of funding public education from kindergarten to grade 12, and raises the amount of \$77,010,122 as the City's contribution to the total cost of funding public education from kindergarten to grade 12, both as described in the Essential Programs and Services Funding Act, in accordance with Maine Revised Statutes, Title 20-A, section 15688.

State Mandated Explanation: The City's contribution to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act is the amount of money determined under state law annually to be the minimum amount that the City must raise in order to receive the full amount of state dollars.

KATE SNYDER (MAYOR)
BELINDA S. RAY (1)
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NICHOLAS M. MAVODONES, JR (A/L)

**ORDER APPROVING NON-STATE FUNDED SCHOOL CONSTRUCTION DEBT
SERVICE FOR PORTLAND SCHOOLS FOR FISCAL YEAR 2022**

ORDERED, that under and pursuant to the City's Fiscal Year 2021-2022 Appropriation Resolve and applicable state law the City hereby approves the following school budget article for Fiscal Year 2021-2022:

Appropriation for Non-State Funded Debt Service (20-A M.R.S.A. §15690(2)(A)).

That the City raise and appropriate **\$385,252** for the annual payments on debt service previously approved by the legislative body for non-state funded school construction projects and non-state funded portions of school construction projects, in addition to the funds appropriated as the local share of the City's contribution to the total cost of funding public education from kindergarten to grade 12.

State Mandated Explanation: *Non-state funded debt service is the amount of money needed for the annual payments on the City's long-term debt for major capital school construction projects that are not approved for state subsidy. The bonding of this long-term debt was previously approved by the voters or the City Council.*

KATE SNYDER (MAYOR)
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**CITY OF PORTLAND
IN THE CITY COUNCIL**

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**ORDER RAISING AND APPROPRIATING ADDITIONAL LOCAL FUNDS FOR
PORTLAND SCHOOLS FOR FISCAL YEAR 2022**

ORDERED, that under and pursuant to the City's Fiscal Year 2021-2022 Appropriation Resolve and applicable state law the City hereby approves the following school budget article for Fiscal Year 2021-2022:

Authorization to Exceed the Portland School Department's Maximum State and Local Spending Target Established Pursuant to Maine Revised Statutes, Title 20-A § 15671-A(4) and Appropriating Additional Local Funds: That the City raises and appropriates \$21,217,396 in additional local funds, which exceeds the State's Essential Programs and Services allocation model by \$21,217,396 as required to fund the budget recommended by the Portland Board of Public Education.

That amount is needed to cover the School Department's costs that the state's funding model does not recognize or recognize fully, including costs to maintain class size; Special Education costs; Regular Instruction costs; Facilities Maintenance costs to address deferred maintenance; technology costs; transportation costs; professional development costs; debt service for pension obligation; and debt service capital renovation costs.

State Mandated Explanation: *The additional local funds are those locally raised funds over and above the City's local contribution to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act and local amounts raised for the annual payment on non-state funded debt service that will help achieve the City's budget for educational programs.*

KATE SNYDER (MAYOR)
BELINDA S. RAY (1)
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ANDREW ZARRO (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

MARK DION (5)
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PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER APPROVING TOTAL SCHOOL OPERATING BUDGET
FOR PORTLAND SCHOOLS FOR FISCAL YEAR 2022**

ORDERED, that under and pursuant to the City's Fiscal Year 2021-2022 Appropriation Resolve and applicable state law the City hereby approves the following school budget article for Fiscal Year 2021-2022:

Total School Budget Summary (20-A M.R.S.A. §15690(4)(A)): That the City authorizes the School Committee to expend **\$118,755,817** for the Fiscal Year beginning July 1, 2021 and ending June 30, 2022 from the City's contribution to the total cost of funding public education from kindergarten to grade 12 as described in the Essential Programs and Services Funding Act, non-state funded school construction projects, additional local funds for school purposes under the Maine Revised Statutes, Title 20-A, section 15690, unexpended balances, tuition receipts, state subsidy and other receipts for the support of schools.

KATE SNYDER (MAYOR)
BELINDA S. RAY (1)
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**CITY OF PORTLAND
IN THE CITY COUNCIL**

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NICHOLAS M. MAVODONES, JR (A/L)

**ORDER APPROPRIATING AND RAISING FUNDS
FOR ADULT EDUCATION FOR FISCAL YEAR 2022 AS REQUIRED
BY THE MAINE REVISED STATUTES, TITLE 20-A M.R.S. §8603-A(1)**

ORDERED, that the sum of \$2,575,752 is hereby appropriated for Adult Education for Fiscal Year 2021-2022 and that the sum of \$1,783,513 is hereby raised as the local share with authorization to expend any additional, incidental, or miscellaneous receipts in the interest and for the well-being of the adult education program.

***Explanation:** Under state law, the appropriation for adult education falls outside the total annual budget for public schools addressed in the prior order when it passes the Appropriation Resolve.*

KATE SNYDER (MAYOR)
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**CITY OF PORTLAND
IN THE CITY COUNCIL**

MARK DION (5)
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PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER TO RAISE AND APPROPRIATE LOCAL FUNDS
FOR FOOD SERVICE IN
THE PORTLAND PUBLIC SCHOOLS FOR FISCAL YEAR 2022**

ORDERED, that the sum of \$186,123 is hereby raised and appropriated for the Food Service Program for Fiscal Year 2021-2022; and that the Portland School Department is authorized to expend any unexpended balances, and additional, incidental, or miscellaneous receipts in the interest and for the well-being of the food service program.

***Explanation:** This order raises and appropriates local tax revenues for the food service program.*

KATE SNYDER (MAYOR)
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**CITY OF PORTLAND
IN THE CITY COUNCIL**

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PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER AUTHORIZING THE DISPOSITION OF
ANY ADDITIONAL STATE SUBSIDY RECEIVED
FOR PORTLAND SCHOOLS IN FISCAL YEAR 2022**

ORDERED, that under and pursuant to the City's Fiscal Year 2022 Appropriation Resolve and applicable state law the City hereby approves the following school budget article for Fiscal Year 2022:

Disposition of Any Additional State Subsidy Received: In the event that Portland Public Schools receives more state education subsidy than the amount included in its budget, that the City authorizes the Portland Board of Education to use all or part of the additional state subsidy to increase expenditures for school purposes in cost center categories approved by the Portland Board of Education, subject only to approval by the City Council.