



## **HOUSING & ECONOMIC DEVELOPMENT COMMITTEE**

**DATE: Tuesday, November 2, 2021**

**TIME: 5:30 PM**

**LOCATION: Via Zoom Link Below**

**Due to the existence of an emergency or urgent issue, the Committee will conduct this meeting by remote methods/technology at the Zoom link provided below, in accordance with the requirements of 1 M.R.S. section 403-B and the City Council's Remote Participation Policy.**

### **1. Zoom Public Meeting Information**

- a. Please click the link below to join the webinar:

<https://us06web.zoom.us/j/93841248203?pwd=c0ptc25mTitoNm1xMkFoaTkWOTBTUT09>

Passcode: 578990

Or One tap mobile :

US: +13126266799,,93841248203# or +16465588656,,93841248203#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 312 626 6799 or +1 646 558 8656 or +1 301 715 8592 or +1 346 248 7799 or +1 720 707 2699 or +1 253 215 8782

Webinar ID: 938 4124 8203

International numbers available: <https://us06web.zoom.us/j/93841248203?pwd=c0ptc25mTitoNm1xMkFoaTkWOTBTUT09>

### **2. Review and accept Minutes from October 5, 2021, Committee meeting.**

- a. See attached draft Minutes.

### **3. Update on Portland Adult Education Workforce Training Program - Portland Adult Education/Anita St. Onge and Julia Trujillo Luengo**

- a. See attached material.

### **4. Public Hearing on RFP Response and vote to authorize staff to begin negotiations for a Purchase and Sale Agreement for the sale of a portion of City-owned Thames Street property - Greg Mitchell/City Consultant**

- a. See attached Memorandum and backup.

**NOTE:** Pursuant to 1 M.R.S.A. 405(6)(C) and 5 M.R.S.A. 13119-A, the Committee may go into executive session to discuss real estate negotiations and provide guidance to staff.

**5. Public Hearing and vote to recommend to City Council proposed Purchase and Sale Agreement for City-owned property at Lot 6 and 7 in the Portland Technology Park - Nelle Hanig and Mary Davis**

- a. See attached Memorandum and backup.

NOTE: Pursuant to 1 M.R.S.A. 405(6)(C) and 5 M.R.S.A. 13119-A, the Committee may go into executive session to discuss real estate negotiations and provide guidance to staff.

Next Meeting Date: November 16, 2021



## **Minutes**

### **Remote Housing and Economic Development Committee**

**October 5, 2021**

**NOTE: This meeting was held via Zoom and can be viewed at this link:**

**<http://www.portlandmaine.gov/1695/Economic-Development-Committee>** These

**Minutes provide a record of those in attendance, general discussion taking place, and motions made.**

A remote meeting of the Housing and Economic Development Committee (HEDC) of the Portland City Council was held on Tuesday, October 5, 2021, at 5:30 p.m. via Zoom. Present from the Committee was its Chair Mayor Kate Snyder and members Councilors Pious Ali, Tae Chong, and Andrew Zarro. Also present from the City Council were Councilors April Fournier and Belinda Ray. Present from the City staff were Public Facilities Director Kathy Alves, Interim Housing and Economic Development Director Mary Davis, Health and Human Services Director Kristen Dow, City Manager Jon Jennings, Finance Director Brendan O'Connell, Principal Adm. Officer Lori Paulette, and Housing Program Manager Victoria Volent. Also present was City Consultant Greg Mitchell.

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

#### **Item #2: Review and vote on September 21, 2021, draft meeting Minutes.**

On motion made by Councilor Zarro, seconded by Councilor Chong, the Committee voted unanimously (4-0) to accept the Minutes as published.

#### **Item #3: Public hearing and vote to recommend to the City Council proposed**

#### **Homeless Service Center Ground and Building Master Leases – Jon Jennings**

Chair Mayor Snyder noted the memo and draft leases in the backup information and she

would accept public comment if there was no further staff presentation. Seeing none, she opened the meeting for public comment.

John McGovern of Hammond Street commented that the project was feeling rushed and questioned the timing.

Ben Strickland, representing Spurwink, noted support for this item and requested Committee and Council support.

Laura Underhuffler of Oxford Street, noted the conceptual design as an improvement, but would rather see smaller shelters in the City.

Norm Maze, Deputy Director of Shalom House, noted support by the organization. The design elements and programming do meet needs of shelter guests, calling it “humanizing”.

Joe McNally of Fallbrook Street on behalf of Milestone noted support for the project, helping people move out of homelessness. He thanked the City Manager and all for their hard work.

George Rheault of Hanover Street noted he joined the meeting a little late and questioned why there was no staff presentation first on the extra costs. Extra costs are not unexpected but he would like to have more detail. He also noted that it appeared that site clean up would be needed, i.e., 2-story mulch pile, along with surrounding uses which include propane tanks and the scrap metal company.

Amy Johnson noted that she recently emailed her comments, adding that the proposed project is not the best use of funds. Action is needed, however, as the Oxford Street Shelter is terrible, and suggested more use of hotels or explore other options.

Seeing no further comment, Chair Mayor Snyder closed the public comment session.

Chair Mayor Snyder asked if the Committee had questions or concerns.

Councilors Ali and Zarro requested staff to speak to new information on costs.

Mr. Jennings first noted that this is not rushed, as he was on a Homeless Task Force beginning 2011, and now we are at where we are today. Regarding the use of hotels, with FEMA funds, the City spent \$1 Million each month for the past two months for hotels which is not sustainable. There has been a lot of public input, and Social Services agencies are very supportive of this project, which focuses on the human toll.

Mr. Jennings then noted that the original proposal from Developers Collaborative (DC) in April had the projected cost at \$20 Million. Now it is at \$25 Million seven months later, and this is due to finalizing space and site plans to address Planning Board approval conditions; pandemic impact upon the costs of materials; energy efficiency (HVAC, electrical, and insulation) requirements associated with the Green New Deal; and, site improvement expenses.

Mr. O'Connell noted that the lease arrangements allow staff to further negotiate down, i.e. through value engineering the cost of the project and associated reductions in lease payments.

Councilor Chong noted support for the project and the terrible conditions now at the Oxford Street Shelter (OSS). The OSS currently has 154 beds at 9,000 sq. ft., and this new facility will have 200 beds with 56,000 sq. ft. It will be a safe facility, with wraparound services on site, and not for permanent housing. Hotels do not provide for serving people for their various needs.

Councilor Ray noted the centralized face of this project is good with resources to move homeless into permanent housing. She supports the project and the cap of \$25 Million, or reduced costs based upon negotiations.

Mayor Snyder noted the difficulty with using hotels for homeless and providing resources.

Ms. Dow added that this HSC has open site lines and wrap around service. It was designed that way versus hotel style for ease in providing various social services, including a clinic.

There was discussion regarding funding the project, including \$5 Million in City ARPA funding and the leasing arrangement.

Mayor Snyder noted constituents have asked if the 200 beds were reduced would it be a meaningful cost reduction.

Mr. Mitchell noted that with value engineering continuing that would be the most meaningful way to reduce costs.

Mr. Jennings noted that it is staff's recommendation to go to the City Council with the cap at \$25 Million, noting the numbers would be fluid until construction.

Mayor Snyder also noted, as did Mr. Jennings, that this project has not been rushed, but rather a slow and steady process. This is the next step in a logical sequence. OSS is the rush. She thanked the staff and Council in getting to this point.

Councilor Ray concurred; there is great urgency for this shelter and services.

Councilor Fournier agreed, noting that working with clients at hotels is very difficult and time-consuming. This project will allow service providers to provide individual agency support.

Mr. Jennings added that the project provides staff with a first-class facility do their work they care so much about and thanked staff for their work.

A motion was then made by Councilor Ali, seconded by Councilor Chong, to forward this to the City Council with a recommendation for approval. The motion then passed 4-0.

(City staff Planning and Development Director Christine Grimando and Planning Special Projects Director Nelle Donaldson now joined the meeting.)

**Item #4: Housing Policy Discussion re: Missing Middle Housing – Staff**

**presentation, Committee discussion and direction to Staff – Mary Davis and Christine**

**Grimando**

Mary Davis introduced this item by noting Housing and Economic Development, and Christine Grimando, Director of Planning and Urban Development and Nell Donaldson, Director of Special Projects will present information this evening regarding: programs for the “missing middle”, housing policy, and a ReCode Portland update. Portland is ahead of the curve nationally having already implemented many nationally recognized “best practices” to increase housing opportunities. The sale of City-owned property is a successful policy that will continue in 2022. The investment of financial resources such as HOME, Housing Trust Funds, and Affordable Housing TIFs have been useful tools that will also continue to be strategically used. Staff is also evaluating the inclusion of a new homeownership assistance program using Housing Trust funds; this program will be presented to the Committee at a later date.

Christine Grimando’s presentation focused on the foundation for housing policy in the City’s Comprehensive Plan, the City’s existing land use related housing policies that furthers that vision, and future housing policy arisen through ReCode Portland. Notably, “missing middle” more commonly refers to a housing type rather than an income range. Based on local housing trends outlined by Ms. Grimando, more work is necessary to effectively address the goals of *Portland’s Plan*. As part of ReCode, staff has been working with a consultant to evaluate the existing code for ways to effectively address the goals of the Comprehensive Plan. Eight initial policy concepts that are meant to encourage housing supply and “naturally-occurring” affordable housing were discussed as was the concept for expanding affordable housing. Nell Donaldson indicated the City is looking for opportunities to build additional housing in all neighborhoods. The Comprehensive Plan lays a strong foundation for situating housing on transportation nodes.

Councilor Chong would like to see a pilot project that incorporates density in a neighborhood to demonstrate what density looks like. Woodfords Corner has the potential to be that pilot project neighborhood. Ms. Grimando noted Woodfords Corner has already been rezoned to allow for greater density and has the infrastructure necessary to support housing, yet public investment has not sparked interest from private investors.

Councilor Zarro asked how much more housing could be constructed along priority transportation nodes and corridors, and when is the end date of ReCode Phase II? Ms. Donaldson indicated the first item in the work plan is to take a look at the land use code vis a vis the Comprehensive Plan, followed by public engagement, then draft amendments. Planning Board and City Council action would follow. The time frame is dependent on the scale of work and strategy of moving the work through the process.

Councilor Ali reminded staff that during the previous meeting, he had asked for a list of City-owned property for potential housing development. He is still interested in receiving that information.

Councilor Ray is hoping elements of ReCode are brought forward instead of waiting to bring the full changes all at once. It is easier for the Planning Board and City Council to process amendments in pieces.

Councilor Chong said it is difficult for the “missing middle” to purchase a house given the need to save for the down payment. He supports cooperative housing and would like to find ways to build more cooperative and land trust projects. He is an advocate of programs that promote increased earnings and savings such as the Family Self-Sufficiency (SFF) program.

Mayor Snyder thanked staff for their work around creating legally binding affordable housing and the environment that is conducive for that. She welcomes continuing the conversation regarding City-owned property.

Mary Davis noted the City website contains an interactive map of City-owned property available for referral. Staff will provide the Committee with a progress update regarding City-owned property that has been previously reviewed by the Committee. She also noted staff will bring forward additional properties in 2022.

A motion was made by Councilor Ali to adjourn the meeting, seconded by Councilor Chong. Mayor Snyder asked for a vote on the motion and it passed unanimously (4-0) to adjourn the meeting at approximately 7:28 p.m.

Respectively submitted, Lori Paulette and Victoria Volent

## **Portland Adult Education FY 22 TIF Workforce Development Plan**

**Overview:** Portland Adult Education intends to use its FY22 TIF funding allocation of \$100,000 to offer five distinct workforce development programs serving 61 students. TIF funds would cover 54% of the total cost and will fill a critical gap in resources to be able to run the programs and enroll qualified students who may be ineligible for other sources of federal and state workforce tuition support. In FY21 PAE served 58 diverse students in TIF supported programs - 77% identified as Black or African American, 5% Asian, 15% White, and 7% Hispanic. Students spoke 10 different primary languages and represented 22 nationalities.

### **Course Descriptions and Outcomes:**

**Education Academy:** This program offers a flexible, customized approach to meet individual foreign-trained students' needs for entering the education field starting as Ed Tech IIIs with pathways toward Teacher Certification. The program includes a series of courses covering: working in schools in Maine/US, classroom management, teaching methods, remote learning, and exceptional students, as well as a practicum at Portland Public Schools, and one-on-one advising about the teacher certification process, credential evaluation, and job search support. This program works closely with several school districts for job placement.

|                                              |     |
|----------------------------------------------|-----|
| FY21 Ed Tech 3 or Teacher Job Placement Rate | 80% |
| FY 22 Projected Student Enrollment           | 12  |

**New Mainer Teller Training Program 3.0:** Working closely with its 8 employer partners, PAE will launch a third Teller Training program in January 2021. The 3 month, 150-hour course is co-taught by PAE instructors, ProsperityME instructors, and employer partners. The program provide additional skills training for English Language Learners in contextualized English, customer service, digital skills, personal finance, as well as networking and job search support, and includes the American Bankers Association Today's Teller Certification.

|                                    |     |
|------------------------------------|-----|
| FY 20/21 Teller Job Placement Rate | 67% |
| FY 22 Projected Student Enrollment | 12  |

**Intensive English Course (2x per year):** This intensive, remote course is designed to enable intermediate English Language Learners to advance quickly to proficiency with opportunity for students to continue throughout the year. This course offers 3 times the intensity of other PAE ESOL classes per term. The course combines classroom and on-line learning with additional computer-based asynchronous learning outside of the classroom.

|                                         |               |
|-----------------------------------------|---------------|
| FY 21 English Assessment Score Increase | 100% increase |
|-----------------------------------------|---------------|



|                                    |    |
|------------------------------------|----|
| FY 22 Projected Student Enrollment | 20 |
|------------------------------------|----|

**Job Readiness for Intermediate English Speakers :** This 120-hour course prepares intermediate English level students for their first US job, or professional advancement. The course covers US workplace culture, communication, written and spoken directions, safety, job search skills, interviewing, computer literacy and basic money management skills and additional English language support. Students receive one-on-one advising for job placement and follow-up.

|                                    |     |
|------------------------------------|-----|
| FY21 Job Placement Rate            | 68% |
| FY 22 Projected Student Enrollment | 14  |

**Hannaford New Mainer Retail Leadership Internship Program:** PAE and Hannaford have worked closely together and developed a 12 week paid Retail Leadership Internship program to prepare New Mainer students for supervisory positions at the company such as Assistant Department Manager, Front End Service Leader, among others.

|                          |   |
|--------------------------|---|
| FY 22 Student Enrollment | 3 |
|--------------------------|---|

**TABLE 1:**

| Workforce Training Program                    | Employer /Workforce Partners          | Position                             | Starting Wage                           | Students | Total Cost | TIF Request | % of total cost |
|-----------------------------------------------|---------------------------------------|--------------------------------------|-----------------------------------------|----------|------------|-------------|-----------------|
| <b>Education Academy</b>                      | <i>Employers:</i>                     | Ed Tech III<br><br>Certified Teacher | \$17.67 - \$26 /hr<br><br>\$38,000 min. | 12       | \$45,843   | \$23,751    | 52%             |
|                                               | Portland Public Schools               |                                      |                                         |          |            |             |                 |
|                                               | Other local school districts          |                                      |                                         |          |            |             |                 |
|                                               | <i>Workforce:</i>                     |                                      |                                         |          |            |             |                 |
|                                               | Catholic Charities                    |                                      |                                         |          |            |             |                 |
|                                               | Goodwill Workforce Solutions (WIOA)   |                                      |                                         |          |            |             |                 |
| <b>New Mainer Teller Training Program 3.0</b> | <i>Employers:</i>                     | Bank/Credit Union Teller             | \$15-\$20/hr                            | 12       | \$39,000   | \$15,000    | 38%             |
|                                               | Portland Regional Chamber of Commerce |                                      |                                         |          |            |             |                 |

|                                                             |                                             |          |            |    |          |          |     |
|-------------------------------------------------------------|---------------------------------------------|----------|------------|----|----------|----------|-----|
|                                                             | Bank of America                             |          |            |    |          |          |     |
|                                                             | c-Port Credit Union                         |          |            |    |          |          |     |
|                                                             | Infinity Credit Union                       |          |            |    |          |          |     |
|                                                             | Bangor Savings Bank                         |          |            |    |          |          |     |
|                                                             | Norway Savings                              |          |            |    |          |          |     |
|                                                             | Gorham Savings Bank                         |          |            |    |          |          |     |
|                                                             | Camden National                             |          |            |    |          |          |     |
|                                                             | Bath Savings                                |          |            |    |          |          |     |
|                                                             | Workforce:                                  |          |            |    |          |          |     |
|                                                             | ProsperityME                                |          |            |    |          |          |     |
|                                                             | Center for Financial Training and Education |          |            |    |          |          |     |
|                                                             | Goodwill Workforce Solutions (WIOA)         |          |            |    |          |          |     |
| <b>Intensive English Course</b><br><br><b>(2x per year)</b> | Workforce:                                  | multiple | N/A        | 20 | \$40,000 | \$36,859 | 92% |
|                                                             | Greater Portland Workforce Initiative       |          |            |    |          |          |     |
|                                                             | Goodwill Workforce Solutions (WIOA)         |          |            |    |          |          |     |
|                                                             | Greater Portland Career Center              |          |            |    |          |          |     |
|                                                             | Catholic Charities                          |          |            |    |          |          |     |
|                                                             | FEDCAP                                      |          |            |    |          |          |     |
| <b>Intensive Job Readiness for Intermediate</b>             | Employers: Multiple in various sectors      | multiple | \$14-17/hr | 14 | \$34,000 | \$19,390 | 57% |
|                                                             | Workforce:                                  |          |            |    |          |          |     |

|                                                                  |              |                                                        |                                      |           |                  |                  |            |
|------------------------------------------------------------------|--------------|--------------------------------------------------------|--------------------------------------|-----------|------------------|------------------|------------|
| <b>English Speakers</b>                                          | ProsperityME |                                                        |                                      |           |                  |                  |            |
| <b>Hannaford New Mainer Retail Leadership Internship Program</b> | Hannaford    | Assistant Department Manager, Front End Service Leader | \$19.50 interns, approx \$50k salary | 3         | \$25,000         | \$5,000          | 20%        |
| <b>Total</b>                                                     |              |                                                        |                                      | <b>61</b> | <b>\$183,843</b> | <b>\$100,000</b> | <b>54%</b> |

## MEMORANDUM

**TO:           Housing and Economic Development Committee**

**FROM:       Greg Mitchell, City Consultant**

**DATE:       October 28, 2021**

**SUBJECT: Public Hearing and Vote to Authorize City Staff to Begin  
Negotiations with 144 Fore Street OZ LLC for Sale of the  
Remaining Portion of City-Owned Thames Street Property**

### **I. ONE SENTENCE SUMMARY**

A public hearing is being held for the HEDC to vote on authorizing staff to begin negotiations with 144 Fore Street OZ LLC to prepare a Purchase and Sale Agreement to sell the remaining portion of the City-owned Thames Street property, including approximately 24,500 +/- square feet, as shown on the attached map.

### **II. DESCRIPTION**

The Housing and Economic Development Committee (HEDC) met on August 31, 2021, and voted 4-0 to recommend to the City Council that it authorize the issuance of a proposed Request for Proposals (RFP) for sale of the remaining portion of the Thames Street property (bounded by Mountfort Street Extension right-of-way, Thames Street, the new Connector Road and adjacent to privately owned property which includes the VA Clinic and other tenants). At the City Council's September 20, 2021, meeting, it voted 8-0 to authorize its issuance.

On September 24, 2021, the RFP was advertised with a deadline for proposals due into the City by Thursday, October 21, 2021. The City received one proposal from 144 Fore Street OZ LLC which included the following:

- ***Purchase price of \$840,000,***
- ***Donation of the privately owned portion of the New Connector Road,***
- ***\$30,000 cash contribution for the sidewalk on the east side of the Connector Road,***
- ***\$50,000 cash contribution toward cost of constructing public restrooms in Portland Landing,***
- ***\$250,000 +/- developer investment in Mountfort Street Extension paving and landscaping,***

- *Property public access easements over private property for Mountfort Street Extension and east/west connections from Hancock Street to New Connector Road and*
- *Five (5) additional parking spaces located in the 167 Fore Street Ocean Gateway Garage, at no cost to the City, in addition to the twenty (20) spaces included in an existing parking agreement between the City and Developers.*

The proposed development includes 70,000+/- sq. ft. of mixed-use (office, commercial, incubator) space housed in a 3-story building that includes two full stories of interior space, as well as a third story with both indoor and outdoor opportunities for the users. With WEX interest in using this space, a proposed sky bridge between the two buildings creates a physical connection between the existing WEX headquarters and the proposed building.

The proposed timeline to complete the project is anticipated to be January 1, 2024.

The HEDC and City Council will have final decision-making over any Purchase and Sale Agreement related to the sale of this property.

### **III. BACKGROUND**

Policy for development in the area surrounding Ocean Gateway is informed by the *Master Plan for the Redevelopment of the Eastern Waterfront* (Eastern Waterfront Master Plan, EWMP) which provided graphics, schematic plans, and written policies guiding upland and waterfront development. Along with infrastructure and development scenarios, the Master Plan promoted policies for mixed use development, retention of water-side land for marine use, compatibility of new development with neighboring uses, and economically responsible development. Prior to its adoption, the Eastern Waterfront Master Plan was amended with the addition of Design Guidelines and a Building Height Study. Public infrastructure expansion (as partially implemented by Ocean Gateway with Thames Street and Hancock Street extensions) was a key recommendation of the plan.

The EWMP envisioned a mixed-use build-out of the upland sections of the district establishing a new urban neighborhood based on an expanded street grid, resulting in over a half-million square feet of additional office, retail and residential construction to be supported by additional structured parking. The sale of a portion of the City-owned Thames Street property, through this Request for Proposals, will further the EWMP.

The EWMP was adopted into the City's Comprehensive Plan in 2004, and was amended in 2006. In 2009, the City Council further directed staff to market for sale the City-owned portion of the site that has come to be known as the "Thames Street Lot."

Sale of City-owned Thames Street property located between Hancock Street and Mountfort Street Extension right-of-way was completed through a public RFP proposal process, in 2018/2019, to support attracting the WEX Headquarters and stimulating a new parking garage with 83,000 square feet of commercial space (occupied by WEX and the Roux Institute) located at 100 Fore Street.

#### **IV. INTENDED RESULT AND OR COUNCIL GOAL ADDRESSED**

Sale and development of the remaining portion of the Thames Street property will:

- Implement long-standing City goals fulfilling the vision of the Eastern Waterfront Master Plan;
- Provide an improved appearance and increased year-round vitality for the Ocean Gateway area; and,
- Promote infill development connecting eastern waterfront development with planned redevelopment of the Portland Foreside Complex.

#### **V. FINANCIAL IMPACT**

Sale of this property will generate property sale revenue for the City, attract private sector investment and associated job creation, along with annual property tax revenue to the City.

This proposal was reviewed by a Staff Proposal Evaluation Committee which recommends proceeding with negotiations to prepare a Purchase and Sale Agreement. The Staff Proposal Evaluation Committee raised a number of comments and questions which will need to be addressed during the negotiations process toward finalizing a Purchase and Sale Agreement for HEDC and City Council approval.

#### **VI. RECOMMENDATION**

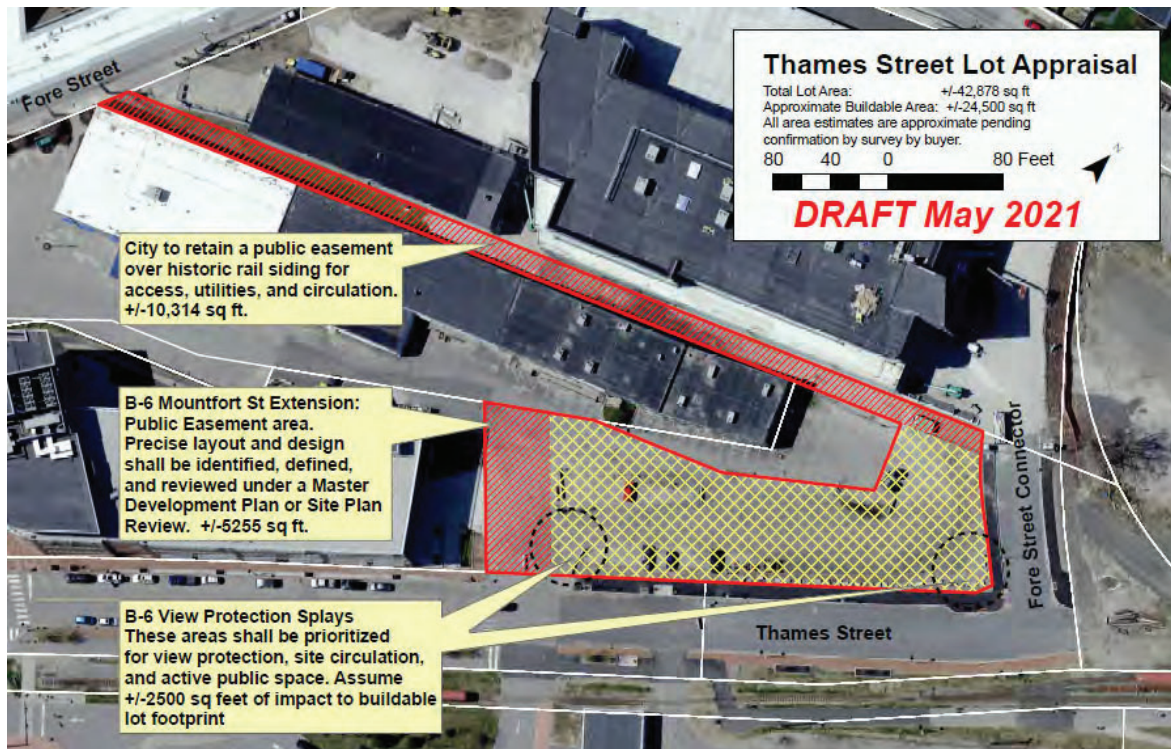
Staff recommends that the HEDC vote to authorize staff to proceed with negotiations to prepare a Purchase and Sale Agreement with 144 Fore Street OZ LLC for sale of the Thames Street property.

#### **VII. LIST ATTACHMENTS**

- City Thames Street Property Map
- Proposal Received from 144 Fore Street OZ LLC
- RFP Issued for Sale of Subject Property



*Subject property site with new WEX office building and parking garage complex in the background*



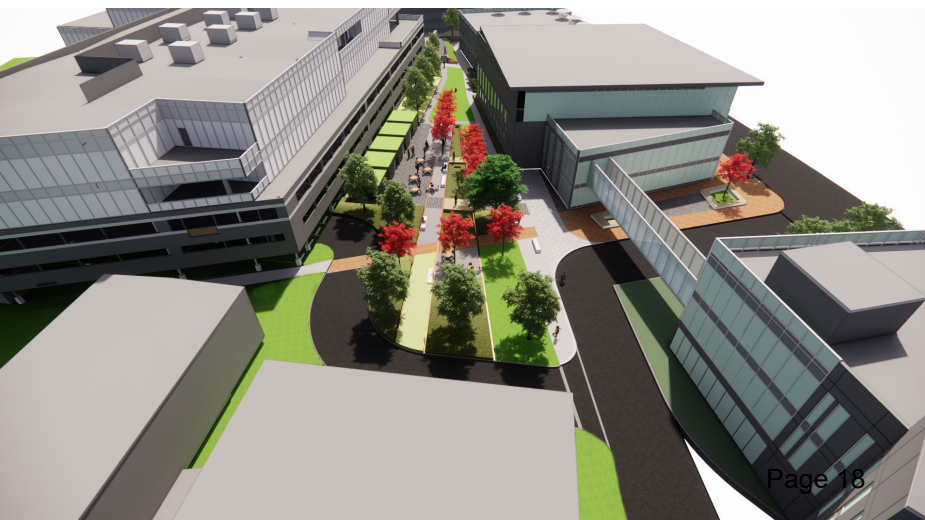
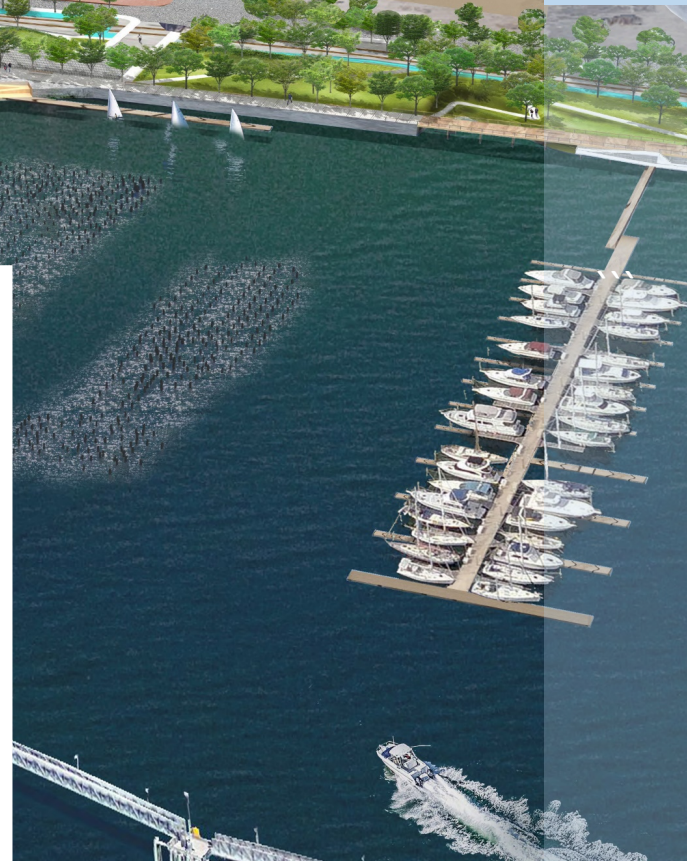
*Subject site identified as 24,500 sf.*

#### IDENTIFICATION OF THE REAL ESTATE

The subject property is located at the northwest corner of Thames Street and the Fore Street Connector in the Eastern Waterfront neighborhood. The subject consists of a hypothetical 24,500 sf. buildable parcel that represents a portion of a larger city-owned tax parcel referenced by the assessor's office as Map 19, Block A, Lot 2. The subject site currently consists of a gravel parking lot. The immediate subject neighborhood represents the epicenter of new development activity within downtown Portland.



City of Portland, Maine  
Thames Street Property Proposed Development  
RFP #22021



Submitted to:  
Matthew F. Fitzgerald  
Purchasing Manager  
City of Portland

Submitted by:  
Jonathan Cohen  
Dan Smith  
144 Fore St. OZ, LLC





## Letter of Interest

### 1. Proposal Requirements

- A. Proposal Form
- B. Outline of Proposed Development
  - Site Plan Concept
  - Project Timeline
  - Future Mountfort Street Rights-of-Way
  - New Connector Road
  - Parking
- C. Evidence of Financial Ability
- D. Team's Ability to Complete Project Elements

### 2. Selection Criteria

- A. Integration of Eastern Waterfront Master Plan (EWMP)
- B. Public Benefit to the City
  - Net New Jobs to the City
  - Future Possible Mountfort Street Extension Rights-of-Way
  - New Connector Road
  - Public Restroom Requirements
- C. Preliminary Design Proposal as informed by the EWMP

### 3. Purchase Price

### 4. Additional Financial Benefit to the City

- Net new property tax revenue
- Parking

### 5. Proposer's Proven Capacity and Relevant Experience

October 21, 2021

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

RE: RFP #22021 - Sale of Portion of City Owned Thames Street Property

Dear Mr. Fitzgerald:

I am pleased to provide you with 144 Fore St. OZ LLC. attached response to the City of Portland's Request for Proposal for the sale of a portion of the City owned Thames Street property (the "Property").

We have entered in an agreement with WEX Inc. ("WEX"), one of Maine's leading technology companies, to propose a mixed-use development of the Property that will serve as WEX's offices.. This project will bring hundreds of new jobs to Portland's Eastern Waterfront and will serve as a catalyst for future development and job creation. We also expect that this project will enhance Portland's growing reputation as an innovative, business-friendly city.

As you will see in our detailed response, our proposal will successfully address all of the goals of the City's RFP.

We thank you for the opportunity to respond to this proposal. We are available to answer any questions and would welcome the opportunity to contribute to further growth of this great city.

Thank you,

Jonathan Cohen, Manager  
Dan Smith, Manager  
144 Fore St. OZ LLC

# LETTER FROM WEX VP Real Estate



Portland City Council and Economic Development Council:

Please note that we have been working very closely on the design and RFP submittal for the city lot on Thames Street. As the primary occupants of the adjacent properties, we are interested in a future expansion of our Portland campus in order to consolidate our Maine offices and provide for future expansion capacity. The adjacent lot would provide for a natural extension and connector to the buildings we currently occupy.

Sincerely,  
Safet Cobaj  
VP, Global Real Estate

**PROPOSAL FORM**  
**"Sale of Remaining Portion of City Owned Thames Street Property"**  
**RFP #22021**

**\*\* THIS SHEET MUST BE INCLUDED IN YOUR PROPOSAL \*\***

The undersigned hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, that it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same, and that no person acting for or employed by the City of Portland is directly or indirectly interested in this proposal or in any anticipated profits which may be derived there from.

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

The bidder acknowledges the receipt of Addenda numbered: \_\_\_\_\_

COMPANY NAME: 144 Fore St. OZ, LLC

AUTHORIZED SIGNATURE: \_\_\_\_\_

DATE: 10/21/2021

PRINT NAME & TITLE: Jonathan Cohen, Manager

ADDRESS: P.O. Box 910 Westbrook, Me 04098-0910

E-MAIL ADDRESS: jcohen1@maine.rr.com

PHONE NUMBER: 207-776-0304 FAX NUMBER: 207-775-4367

TYPE OF ORGANIZATION - PARTNERSHIP, CORPORATION, LIMITED LIABILITY COMPANY, INDIVIDUAL, OTHER:

Limited Liability Company

STATE OF INCORPORATION OR ORGANIZATION, IF APPLICABLE:

Maine

FEDERAL TAX IDENTIFICATION NUMBER (Required): 85-3620686

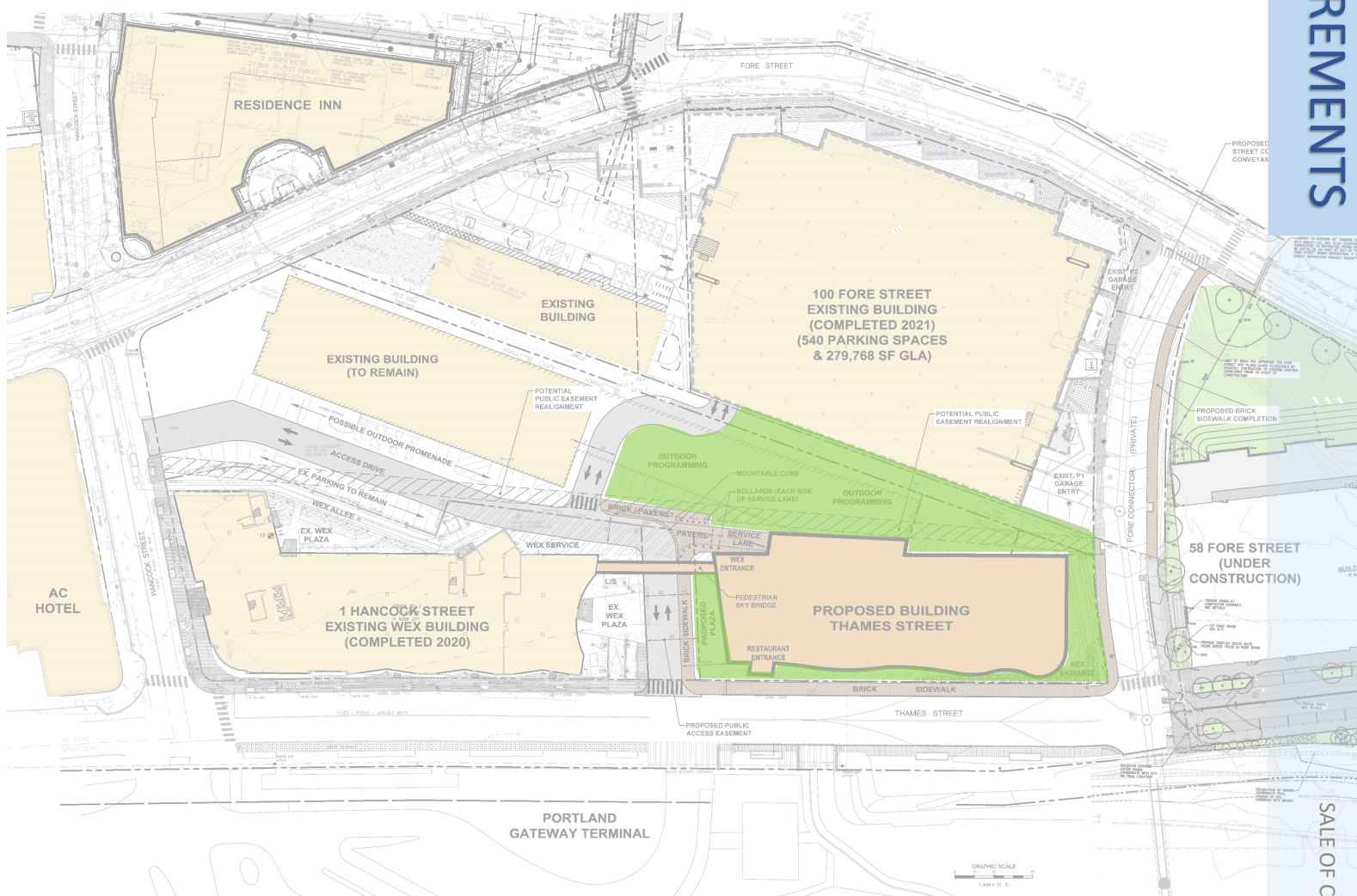
NOTE: Proposals must bear the handwritten signature of a duly authorized member or employee of the organization submitting a proposal.

Purchase Price: 24,000 sq ft at \$35.00 sq ft=\$840,000.00 Plus Connector Road (Freedom Way) If it is possible to build a larger building under current restrictions we will pay based on the buildable square footage (Points Award Basis)



## SITE PLAN ANALYSIS AND SITE CONCEPT PLAN

The Thames Street Lot will become part of a campus that has already been established by the applicant both in its uses, site layout and design. The footprint of the proposed building and the parkscape included in the proposal are strengthened and the campus appropriately connected due to the applicant's recent acquisition of the portion of the city block previously owned by Jackrabbit LLC. This portion of the block and the easements attached to it sliced through the interior of the site and greatly reduced the ability to build on the Thames Street Lot or connect the pedestrian circulation and view corridors that are both defined by the Eastern Waterfront Master Plan (EWMP) and sought after by the applicant and the partnering businesses currently utilizing the site.

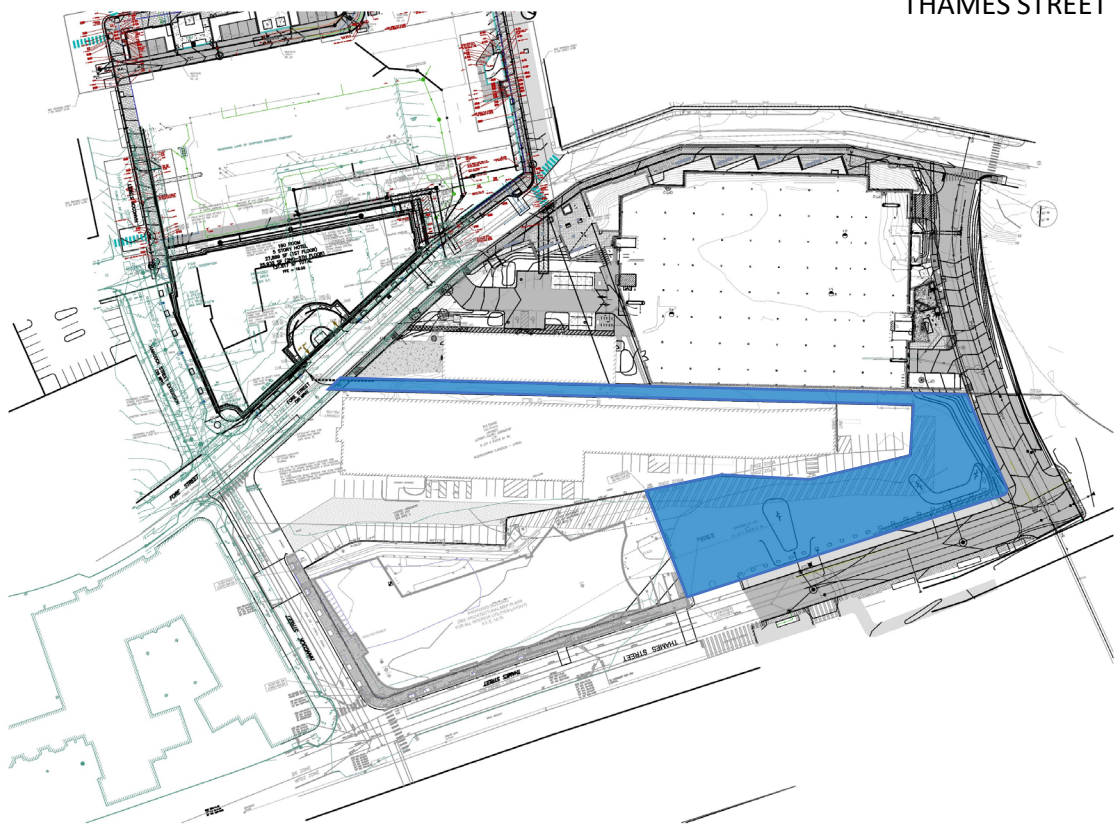


The proposed development includes +/- 70,000 SF of mixed-use interior and exterior space housed in a 3-story building that includes two full stories of interior space as well as a third story with both indoor and outdoor opportunities for the users. The building is surrounded by designed streetscape, plazas and park spaces which are home to opportunities for incubator business locations.

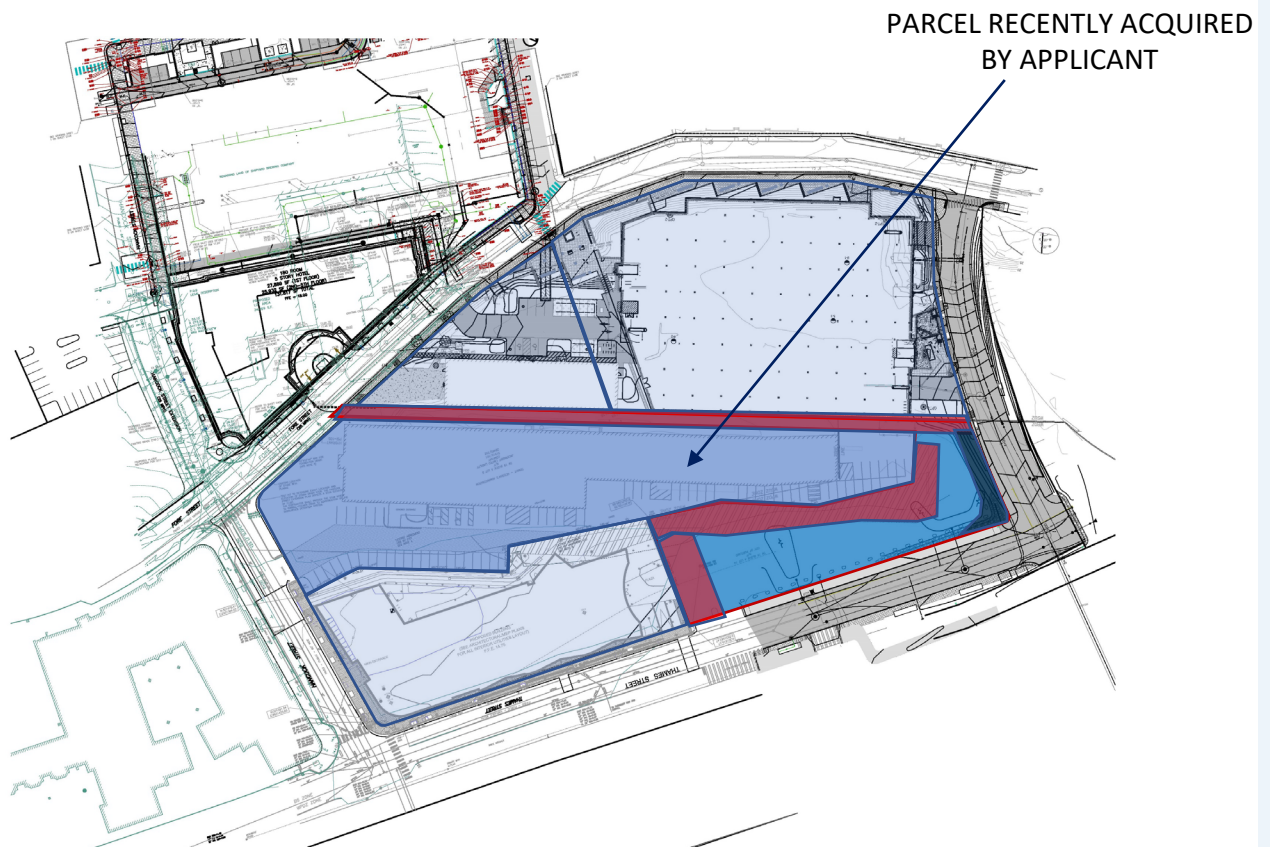
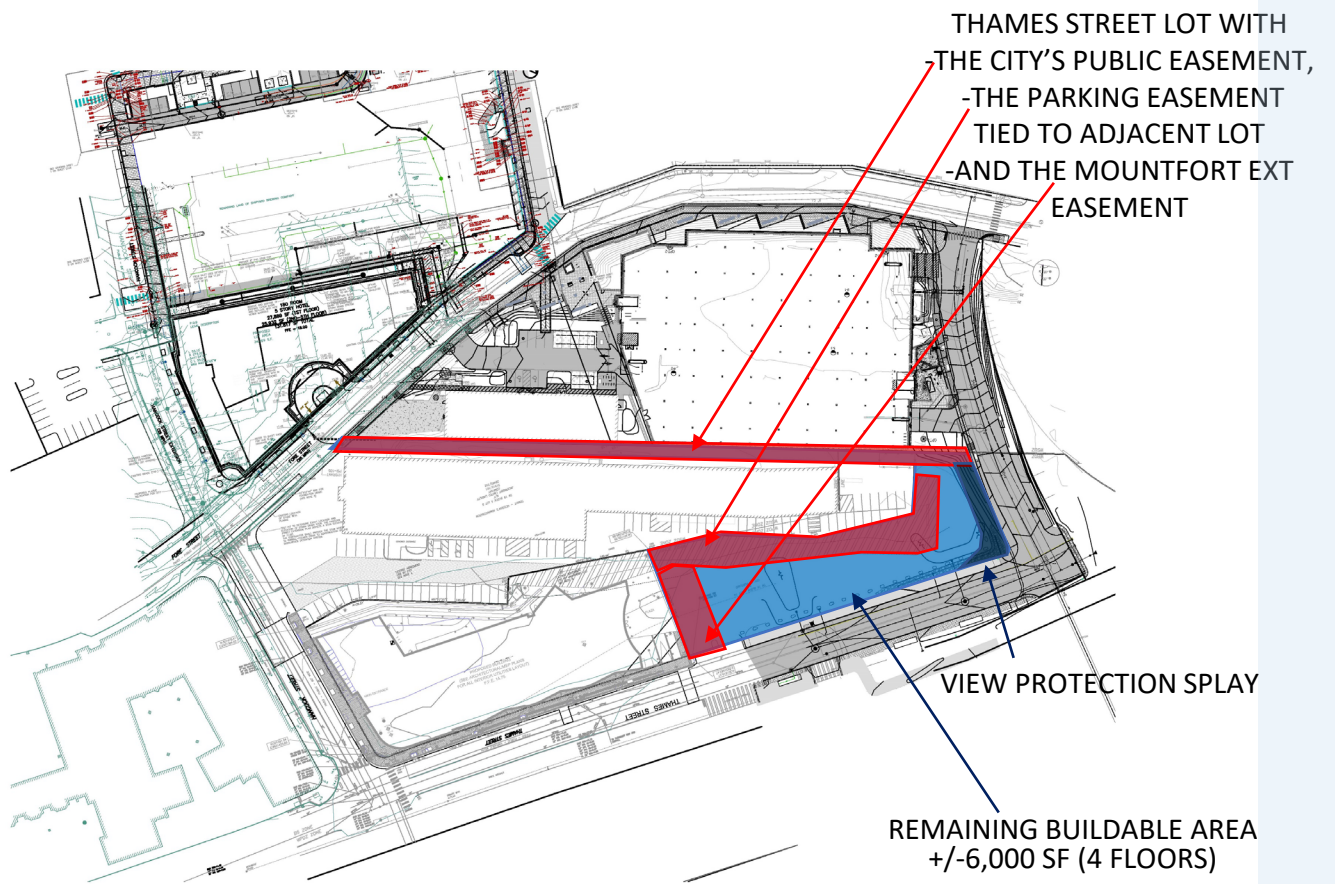
# PROPOSED AREA OF WORK

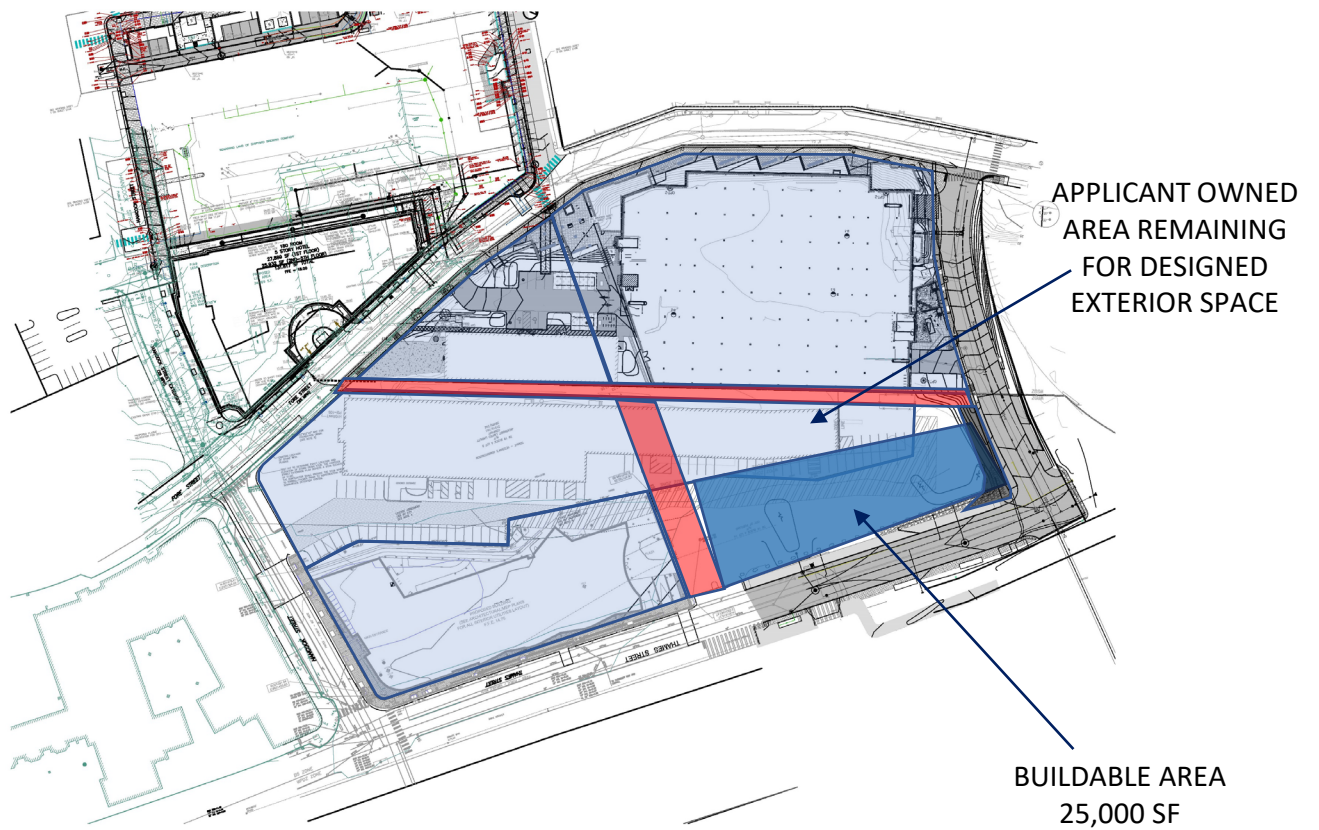
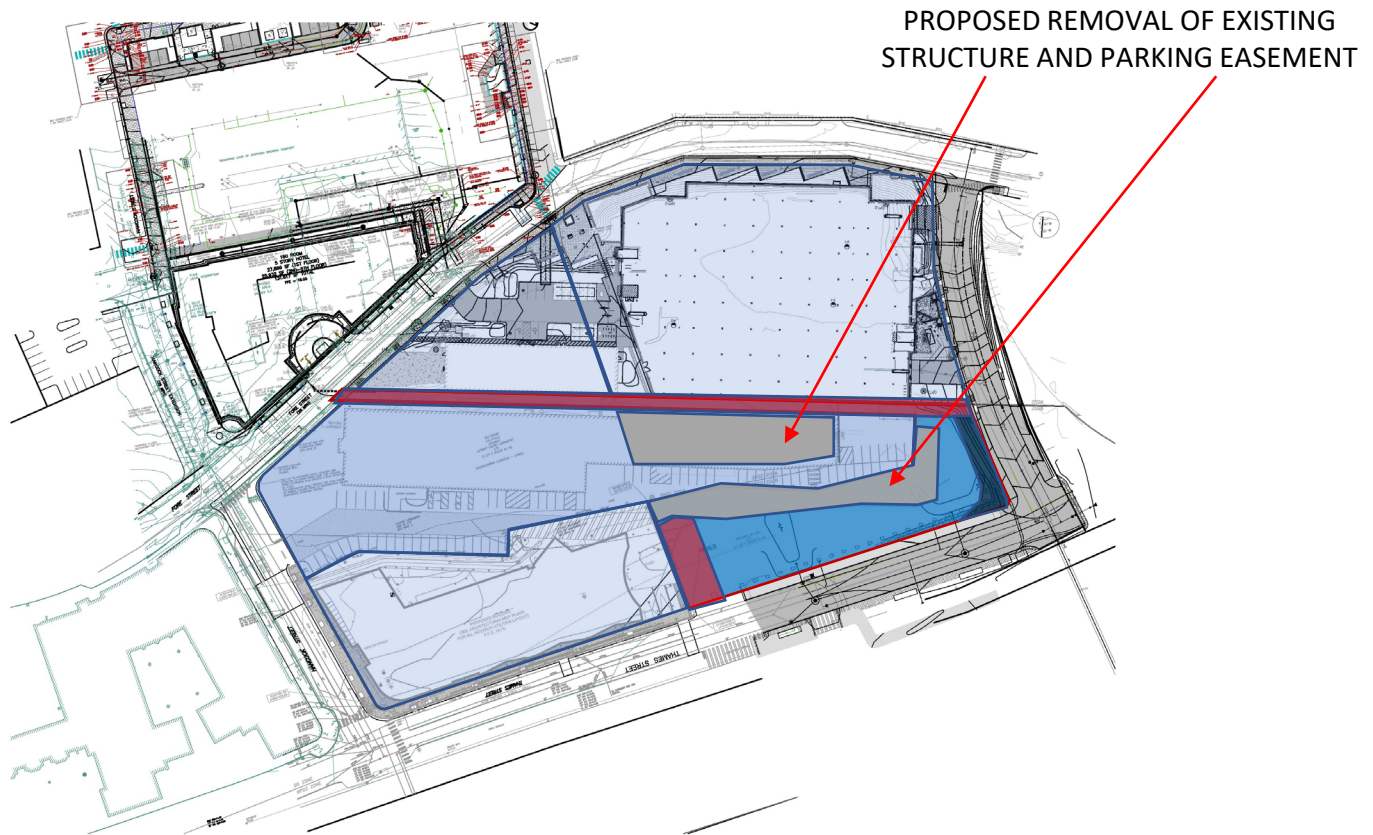
The following diagrams break down the ownership within the city block on which the Thames City Lot is located and break down how the ownership of the lot previously owned by Jackrabbit LLC makes the proposal more successful in its ability to have an adequately sized build out and exterior spaces linking the design to the block and surrounding neighborhood.

THAMES STREET CITY OWNED LOT



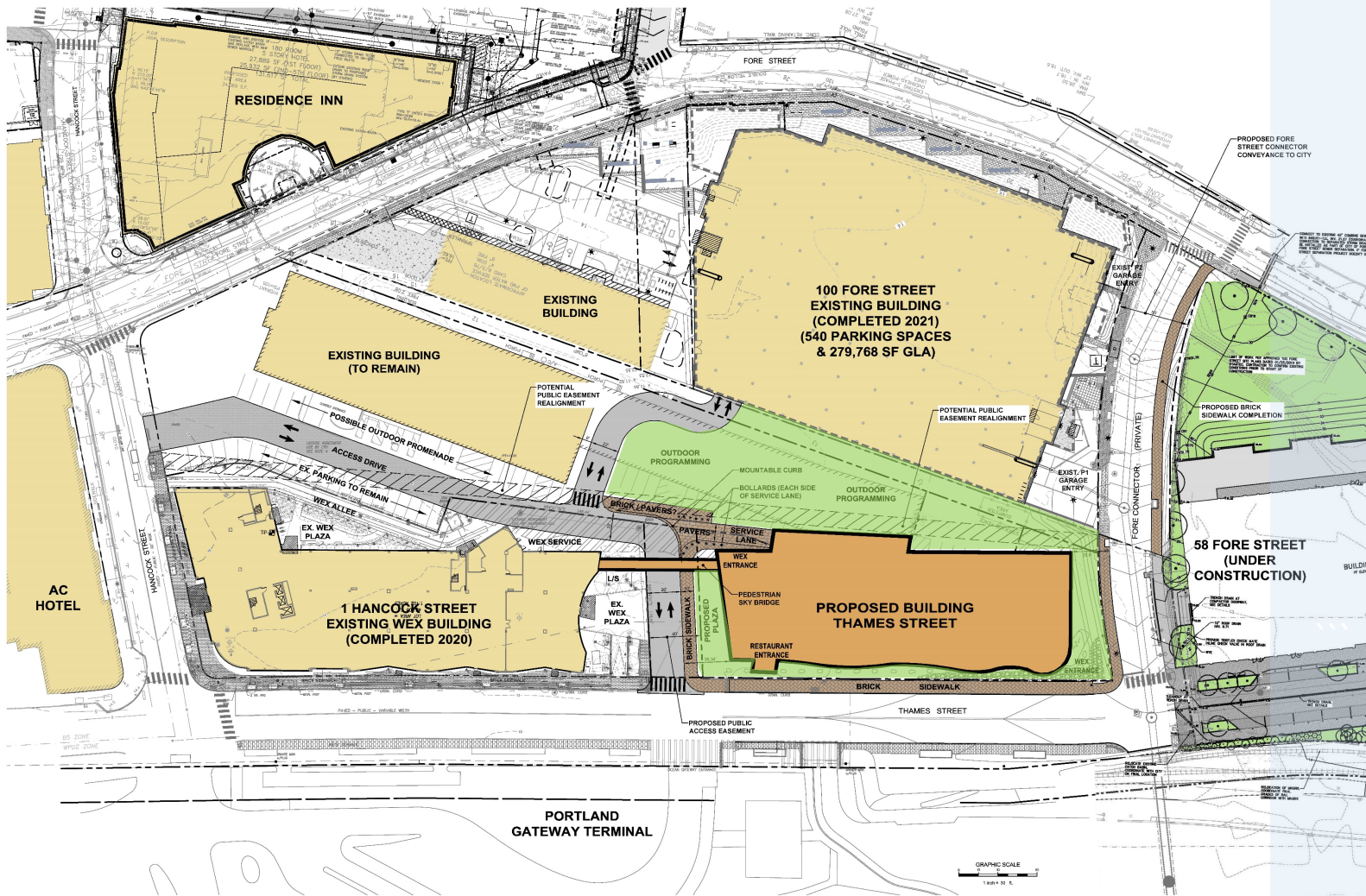






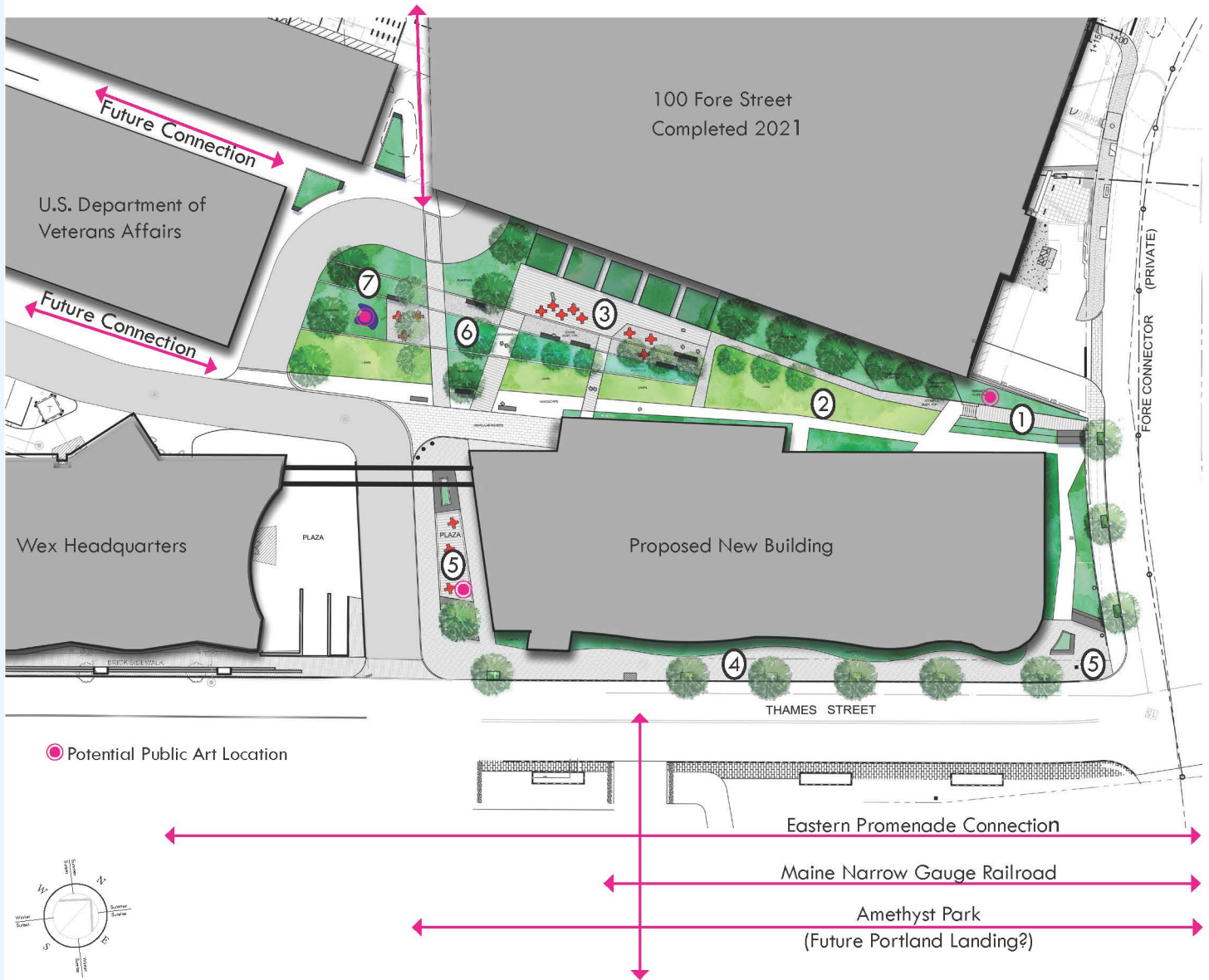


## SITE PLAN CONCEPT



By adjusting the easements on the property that cut through the middle of the block, the proposed development can relate to the WEX Headquarters neighboring it on Thames Street. The proposed sky bridge between the two creates a physical connection between the existing and proposed buildings. The design of this building is a balance of relating to its neighboring campus buildings while creating individual design appeal. The footprint draws datum directly from the Headquarters and 100 Fore Street while expansion of the site lines pulls the footprint back further as it reaches Thames Street.

# Site Plan



## Legend

- ① Elevated Plaza & Terraced Seating
- ② Lawn, Typ.
- ③ Incubator Shops with Green Roofs & Plaza
- ④ "Complete Street" Sidewalk
- ⑤ Gateway & View Splay Plazas
- ⑥ Bio-swale & Stormwater Management
- ⑦ Stone Dust Plaza & Pollinator Gardens





**The Grand Trunk Railroad & Design Context**

When approaching a site rich in history - we look to its past to better understand its future. The Grand Trunk's Railroad history tells the story of Portland's industrial past - we believe it should not be forgotten.

Inspired by the sites history, the proposed programming and design elements play off the Grand Trunk Railroad India Street Terminal layout (pictured above). The linear quality of the design feels at home on the site helping to organize the proposed and existing buildings while providing a unique open space unlike anything along the waterfront.



## PROJECT TIMELINE

- Design and Planning Board Approval
  - Pending Purchase, PB approval by June 22<sup>nd</sup>, 2022
- Permitting
  - Submit for permit immediately following PB Approval
  - Anticipate 4-6 week permitting process
  - Permit by late July 2022/early August 2022
- Construction
  - Following issuance of permit construction to commence immediately
  - Anticipated construction from August 2022 through October 2023
- Occupancy
  - January 1, 2024

Oct 2021  
RFP Submission

June 2022  
PB Approval

July 2022  
Permit Issuance

August 2022  
Construction  
Commences

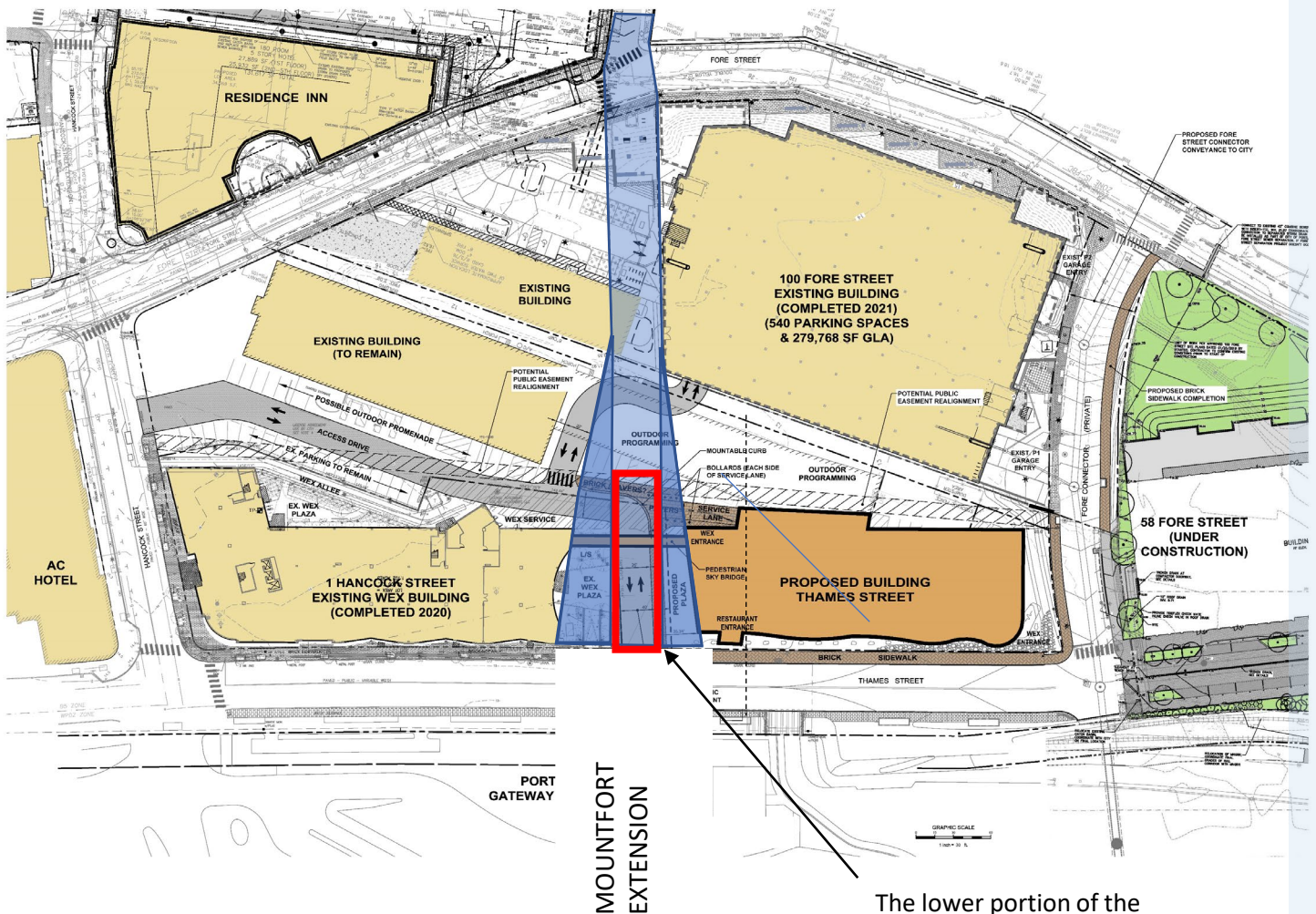
October 2023  
Construction  
Complete

January 2024  
Occupancy



## MOUNTFORT STREET RIGHTS-OF-WAY

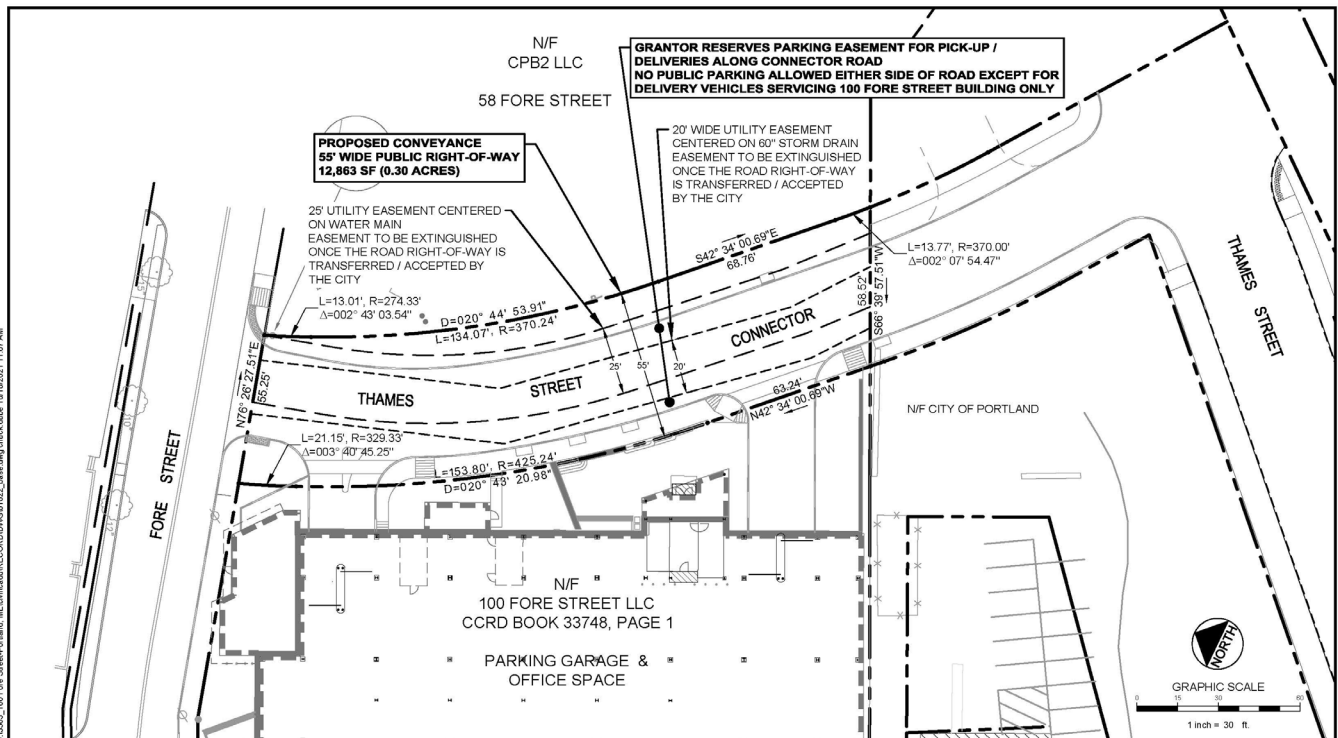
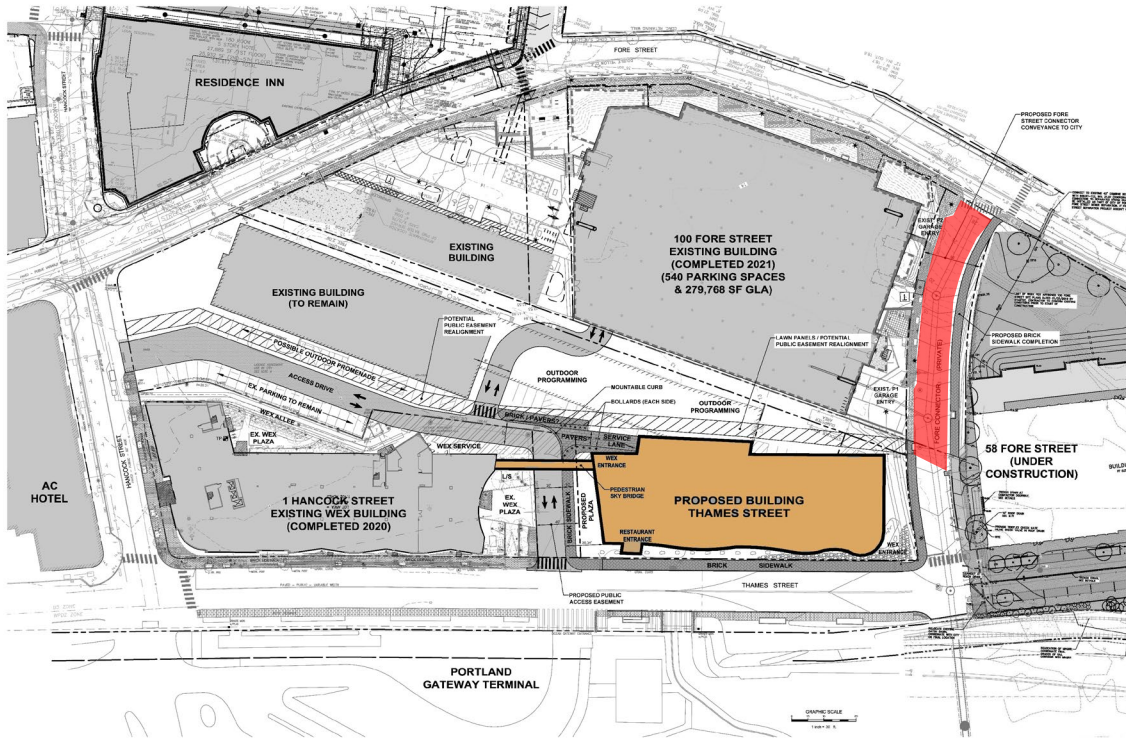
Just as the 50' wide Mountfort Extension was fully respected and designed outdoor space extended beyond the required boundaries in the design of 100 Fore Street and the WEX Headquarters, the boundary is part of a movement system for pedestrians and vehicles in this proposal. Not only is the designated boundary in-tact for the rights-of-way and view splays, but the diagrams below depicts how, just as the Headquarters were held back at an angle, the Thames Street proposal mirrors that angle to open up the Mountfort Extension as it approaches the water and the Portland Landing.



The lower portion of the Mountfort Extension outlined in red will be paved and turned over to the city

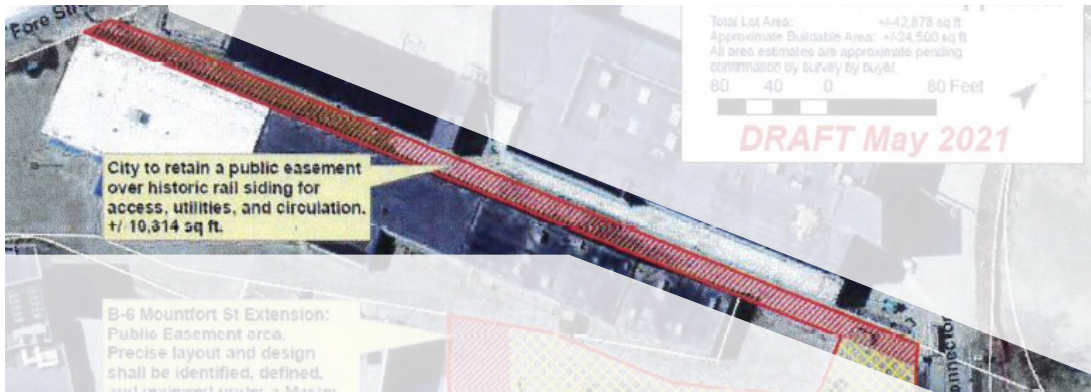
## NEW CONNECTOR ROAD/FREEDOM WAY

The upper portion of the Connector Road constructed by 100 Fore Street LLC is owned by the applicant. Upon purchase of the Thames Street Lot, 100 Fore Street LLC will deed the road to the city as part of the purchase price. \$30,000 will be escrowed for the completion, in the spring, of the sidewalk on the east side of the Connector Road on the portion owned by the applicant. Below is the deed drawing for the portion of the Connector Road in discussion.



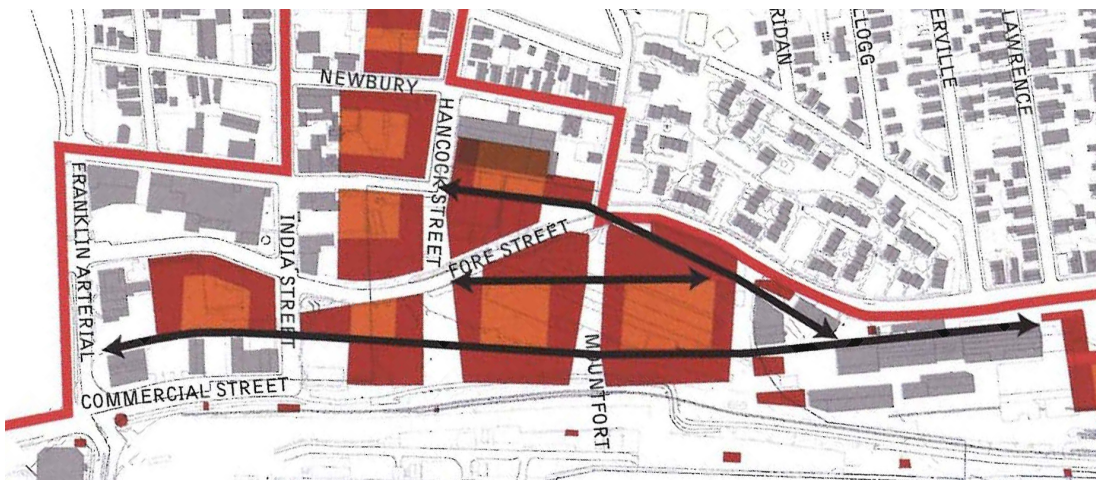


## PROPOSED PUBLIC EASEMENT FOR ACCESS, UTILITIES AND CIRCULATION



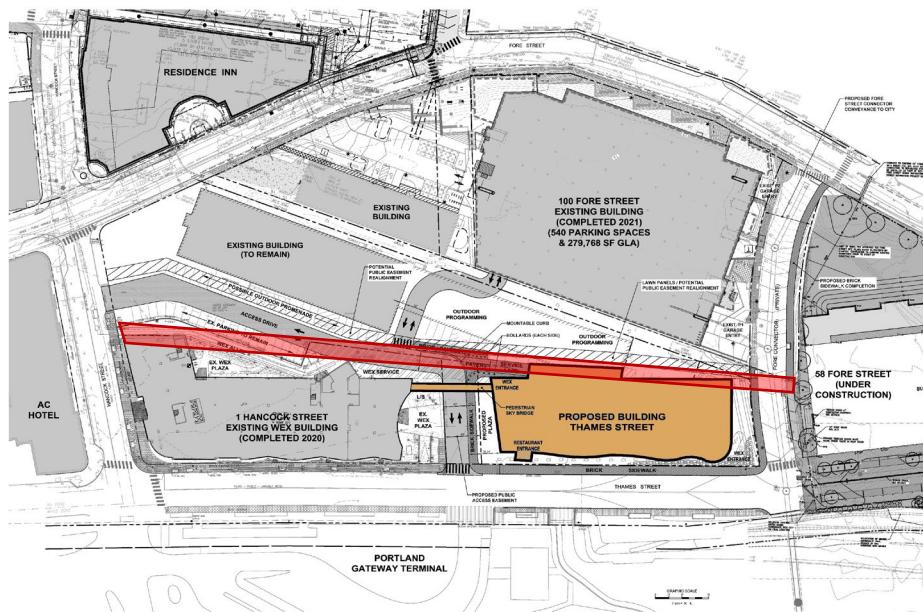
## EWMP

## PEDESTRIAN ALLEY DIAGRAM



PROPOSED

## EASEMENT LOCATION AS INFORMED BY THE EWMP



Proposed location allows the most flexibility for future development of the southwest corner of the block

## PARKING REQUIREMENTS & MANAGEMENT PLAN

City Parking – Clarification – the city parking noted in the RFP was actually displaced during the construction of the WEX Headquarters and has already been relocated in the parking garages owned by the applicant.

For the existing parking lease agreement between the applicant and the city, a portion of which is included on page 43 of this document, the applicant plans to amend the agreement to 25 spaces and allow that increase of 5 spaces to be 24 hours a day at the 167 Fore Street Ocean Gateway Garage.



| USE             | PARKING<br>REQUIRED BY<br>ZONING | PARKING SUPPLIED | COMMENTS        |
|-----------------|----------------------------------|------------------|-----------------|
| OFFICE          | 0                                | 125              | 100 FORE GARAGE |
| RESTAURANT      | 0                                | 25               | 100 FORE GARAGE |
| INCUBATOR SPACE | 0                                | 10               | 100 FORE GARAGE |

For the proposed uses in the project, the applicant will provide parking as indicated above.





September 22, 2021

City of Portland  
389 Congress Street  
Portland, Maine 04101

Re: City Lot – Thames Street and 110 Fore Street, Portland

To Whom it May Concern:

NBT Bank, N.A. has a strong relationship with Jonathan Cohen and his business entities who are customers in good standing of the Bank. We enjoy a great relationship with this group, having completed numerous successful projects together over the past several years. Mr. Cohen and his business entities have both the financial capacity as well as the industry experience necessary to complete the proposed project on the currently City-owned Lot on Thames Street and 110 Fore Street in Portland, Maine. Should there be any questions on this matter, please do not hesitate to contact me at (207) 229-7100 or via e-mail at [jdeering@nbtbank.com](mailto:jdeering@nbtbank.com).

Sincerely,

  
Jeremiah C. Deering  
Senior Vice President  
Regional Commercial Banking  
Manager  
NBT Bank

NBT Bank, N.A.  
Maine Regional Headquarters  
5 Widgery Wharf, 3<sup>rd</sup> Floor  
Portland, Maine  
04101

## TEAM'S DEMONSTRATION OF ABILITY



**Applicant** Throughout Jonathan's 25+ years as a developer he has been involved with more than 6,300 projects from design and budget from construction through completion as well as with occupancy and sale or retention. Mr. Cohen currently owns and manages more than 1,250,000 SF of real estate in Maine. A few of Mr. Cohen's current projects underway include: the development of 52,000 SF at Falmouth Center in Falmouth, ME, completion of an 84,000 SF office building and approximately 5,000 SF of retail sitting on a 543 car garage at 100 Fore Street in Portland, ME.

Mr. Cohen was also integral to the design, budget and construction of 167 Fore Street in Portland, ME – the Ocean Gateway Garage Offices, 1 Hancock Street in Portland, ME – the WEX World Headquarters, 10 Exchange Street in Portland, ME – 27 condominiums, 416-420 Fore Street in Portland, ME – the rehab and renovation of 12,000 SF of mixed-use space.

Mr. Cohen has numerous financial institutions which have committed to working with him on this and any other project he wishes to undertake. Archetype will serve as the architect on the project and the development team will include a Maine-based GC or CM and almost all Maine-based trades.

**Archetype** has been designing buildings of all types for clients throughout New England for over 40 years, including large scale office spaces, affordable and market rate housing, commercial retail spaces and mixed-use developments. The firm has worked with Jonathan Cohen on multiple projects, including the WEX Headquarters, 100 Fore Street and the addition to the Ocean Gateway Garage within close proximity to the Thames Street Property as well as others in downtown Portland and in Falmouth, ME. Aside from work with the applicant, Archetype has designed, permitted and run CA on Luminato and Verdante on Marginal Way, the Shipyard Complex just west of this proposal and the condo and retail buildings at 387 Congress Street all within the past few years.



**Gorrill Palmer** is an integrated land development, transportation and municipal engineering consulting firm providing quality professional services to clients throughout New England since 1998. Since its founding, GP has been consistently recognized for its expertise, experience and responsiveness providing outstanding value for its clients. The office has designed and permitted over 500 projects within the City of Portland which have included a mix of commercial, retail and office spaces; industrial warehousing, institutional and municipal projects, and residential developments. The firm has worked for Jonathan Cohen and collaborated with Archetype on more recent projects including 100 Fore Street, WEX Headquarters and the redevelopment work at Falmouth Center in Falmouth, ME.

In addition to the projects listed above, Gorrill Palmer has designed and permitted for Shipyard Brewing Redevelopment (Covetrus), Canal Landing, VA Community Based Outpatient Clinic, the Mercy Hospital Expansion, Forefront at Thompson's Point, 191 Marginal Way Commercial Building and 185 Fore & 16 Middle Street Commercial Developments. These are some examples of GP's experience and expertise in providing the highest quality of private sector land development services within the City of Portland.

**Mitchell & Associates** is a landscape architecture and planning firm founded in Portland in 1975. M&A offers decades of experience helping Maine communities develop difficult urban site solutions, master plans, open space and trail plans, historic redevelopment plans, and other public space enhancements. We have developed dynamic, rewarding collaborative strategies for partnering with municipal staff, stakeholder committees to craft beloved public landscapes.

Principals John Mitchell and Bob Metcalf have both worked on numerous urban sites, park master plans and subsequent project implementation, including Fort Williams Park in Cape Elizabeth & South Portland's Wainright Recreation Complex. Senior landscape architects Julia Frederick and Braden Drypolcher contribute their experience developing award-winning, cultural destination master plans and urban site development, including the Emerald Necklace Tree Master Plan in Boston and the Florence Griswold Museum and Historic Landscape Master Plan in Connecticut.





## MEETING THE PRIORITIES OF THE EWMP AND CREATING PUBLIC BENEFITS TO THE CITY

### Economic Responsibility

Private Sector Providing Quality Jobs

Mixed-Use Project

Year-Round Uses

Attention to Easements & View Corridors & Pedestrian System





-Increase in real estate tax

Approximately \$170,000 per year in new taxes.

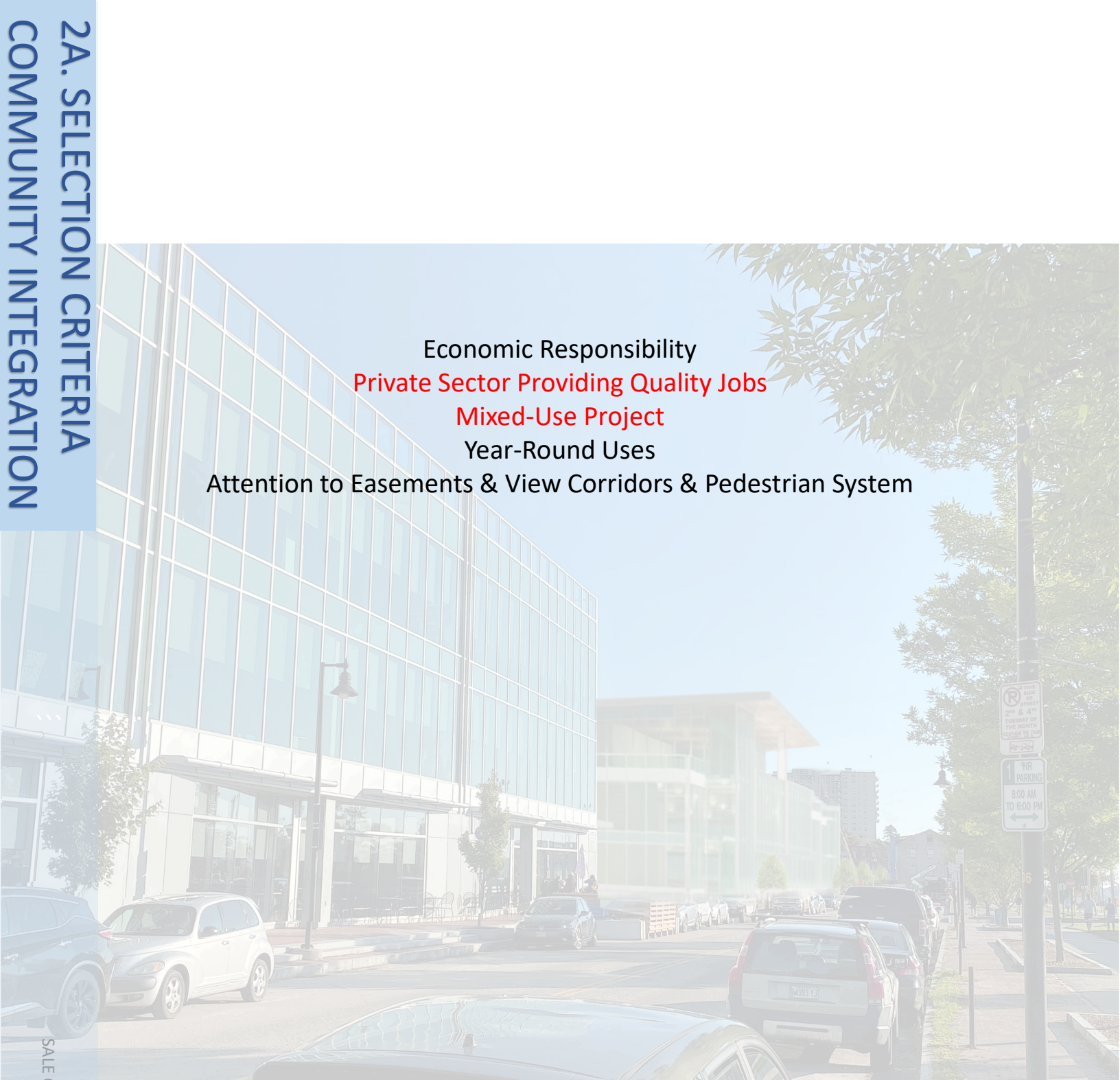
-Improving the aesthetics of the site which is beneficial to the tourist industry approaching the area by water, street or pedestrian and bike path

-Creating a public draw with the third floor use that will help to invigorate the retail efforts in the area that are currently just beyond the heavier consumer foot traffic

-Incubator spaces allow for smaller and newer businesses to get a foothold in the currently high rent retail scene. Businesses that succeed in the incubator spaces also feed into other downtown retail spaces as they grow and help to fill the storefronts

-Office employees create a year-round consumer base for the Old Port

-The proposal includes both year-round and day and evening uses



Economic Responsibility  
Private Sector Providing Quality Jobs  
Mixed-Use Project  
Year-Round Uses

Attention to Easements & View Corridors & Pedestrian System

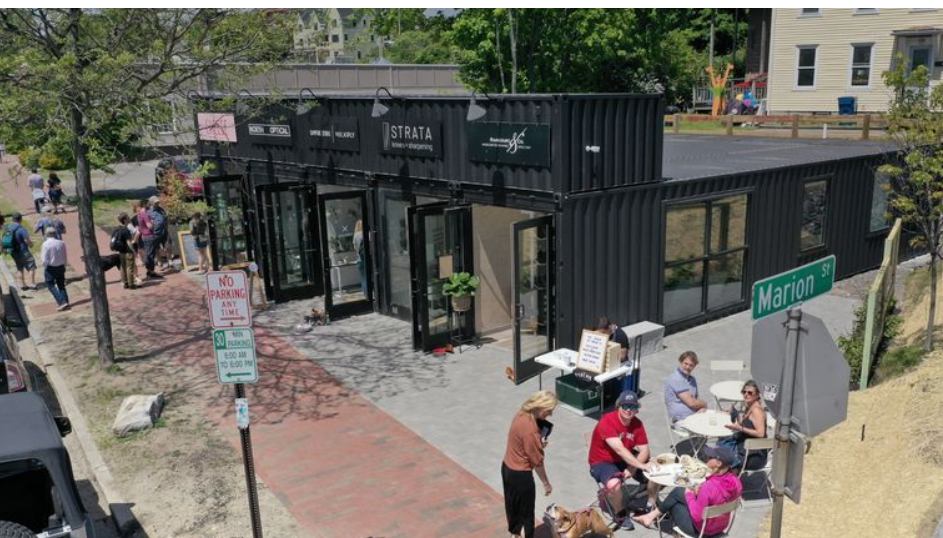




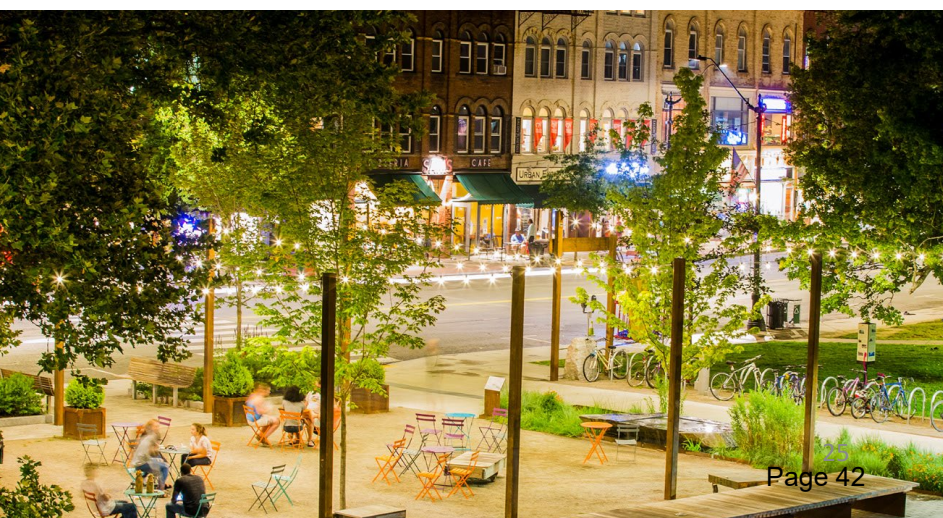
This proposal offers 50,000 SF of prime office space in one of the best sites in the city with its proximity to residential hot spots and the Old Port commercial district. This quantity of square footage would accommodate approximately 130 new jobs.



In addition to the office space, the proposal includes 8,000 interior SF for commercial use and +/- 10,000 SF of roof deck for commercial use. This use would provide approximately 75-100 jobs.



Proposed incubator spaces will provide opportunities to multiple small local businesses to test their ability to grow in the thriving urban fabric of Portland. Such spaces have proven successful on Washington Ave and in the short time that the spaces have been available, there have been multiple instances of turnover due to success of a business and its need to move to a larger space. The applicant has the ability to provide space for expansion due to having multiple retail spaces of varying sizes at properties in the area.



30,000 SF of plaza and park space and 5,000 SF of streetscape are being planned to benefit both the users of the proposed building as well as adjacent developments and the public.



Economic Responsibility  
Private Sector Providing Quality Jobs  
Mixed-Use Project  
Year-Round Uses

Attention to Easements & View Corridors & Pedestrian System





The office space will add approximately 130 jobs that will add to the vibrancy of the site year-round.



Portland's restaurant scene thrives year-round and the views from this location would place it at the top of the dining destination list all months of the year.



Portland's commercial scene benefits from the charm of the city in all months and draws tourists and local patrons and foot traffic even as the snow flies.

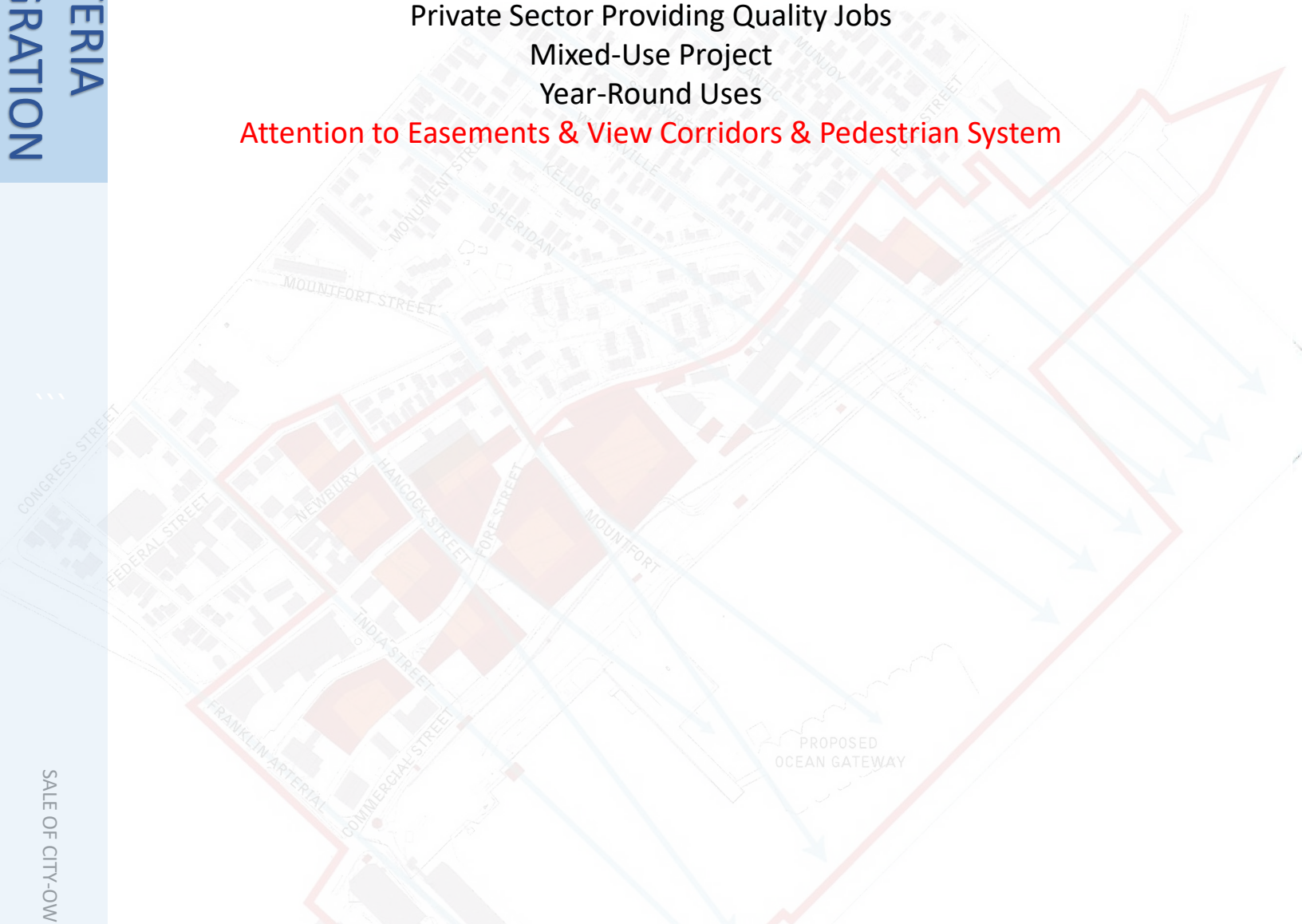


Heated foot paths through the site will encourage the foot traffic through the site year-round for those accessing the incubator spaces, locals passing from their homes on the east end to work or commuters walking from the adjacent garage.

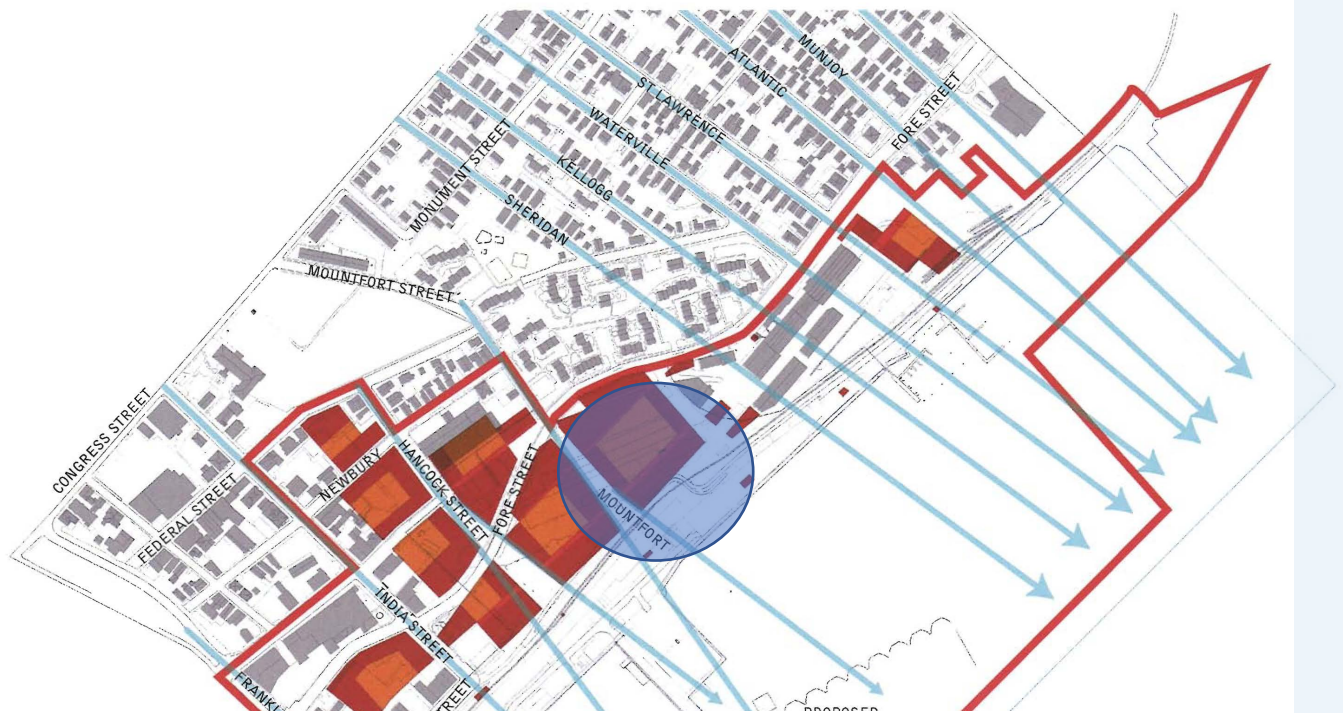


Economic Responsibility  
Private Sector Providing Quality Jobs  
Mixed-Use Project  
Year-Round Uses

Attention to Easements & View Corridors & Pedestrian System

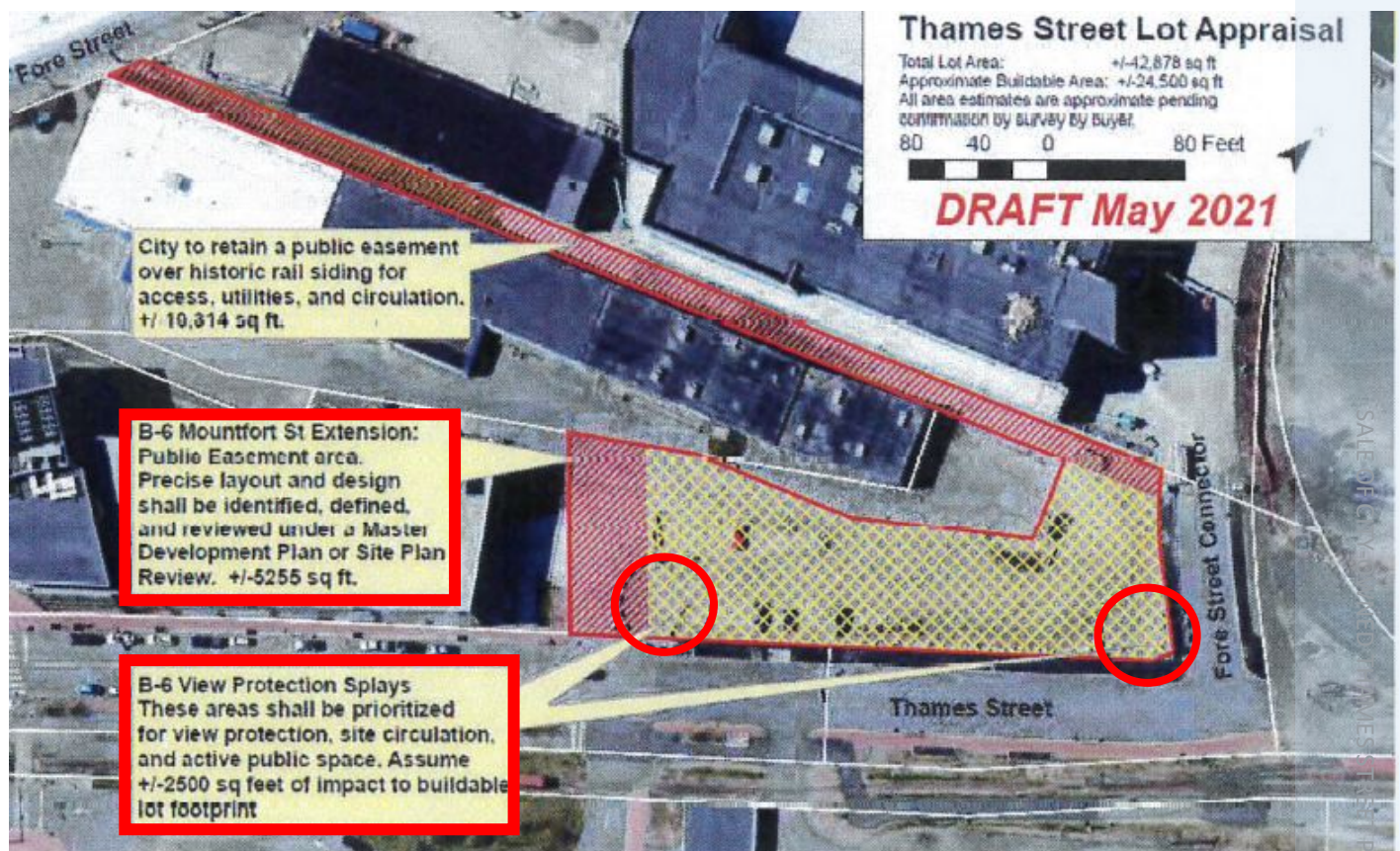






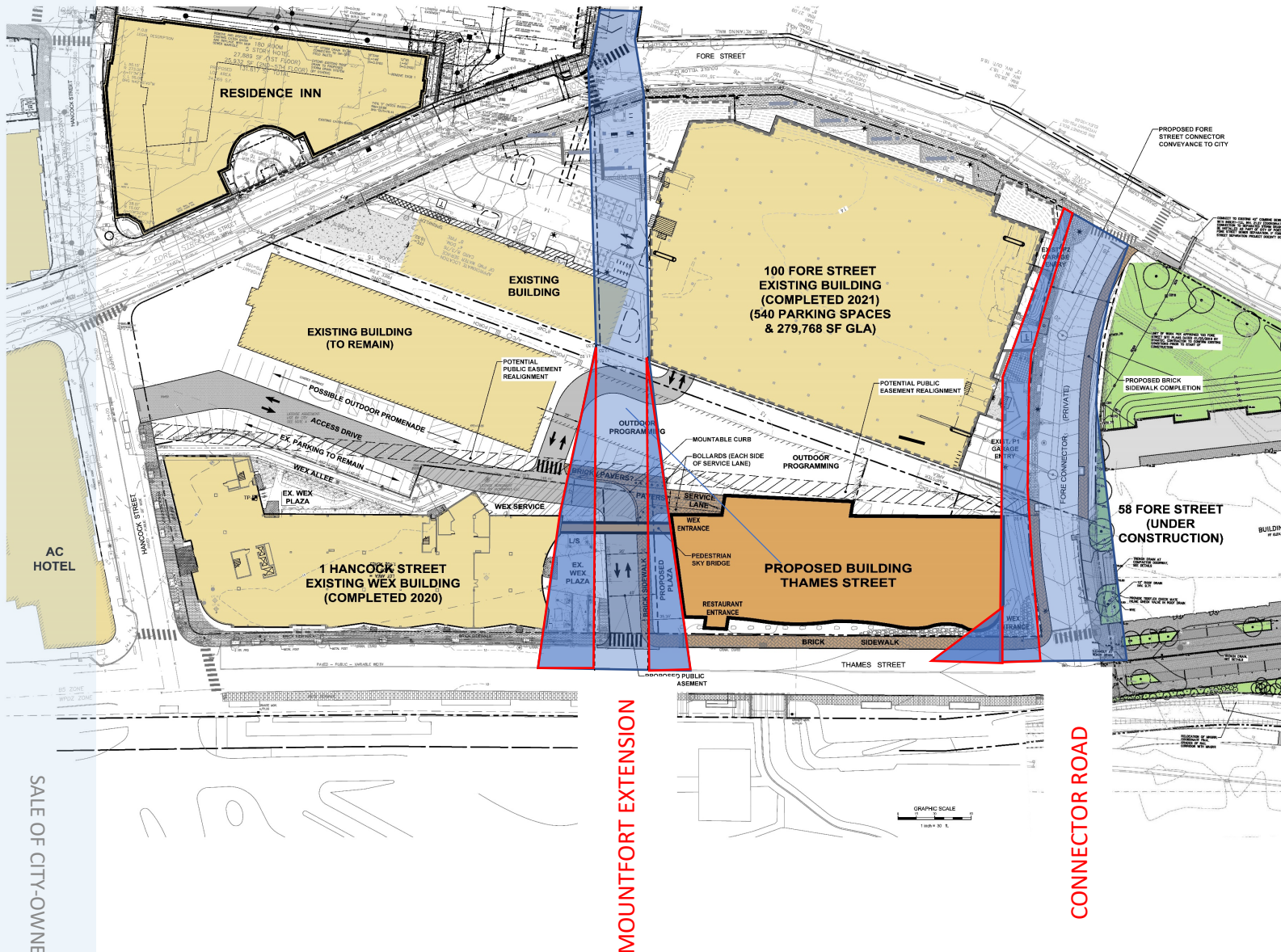
RFP

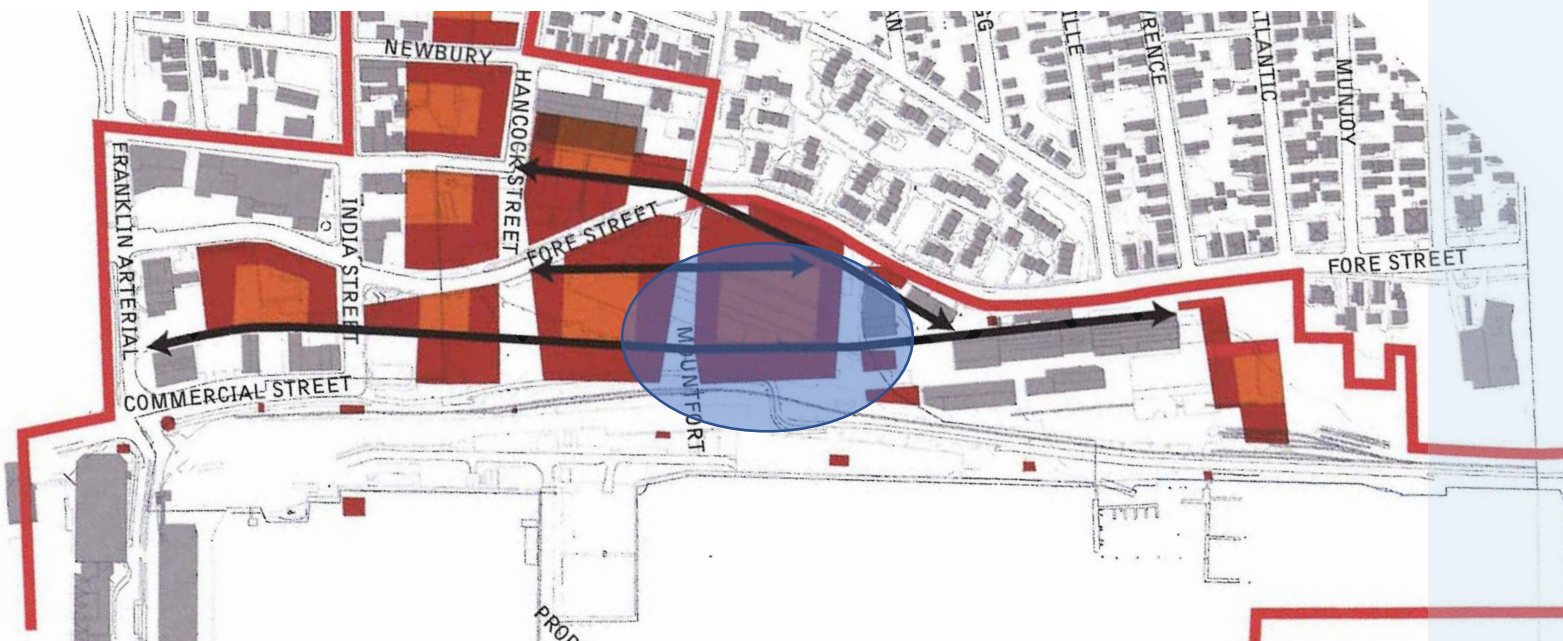
## EASEMENTS AND VIEW PROTECTION SPLAYS



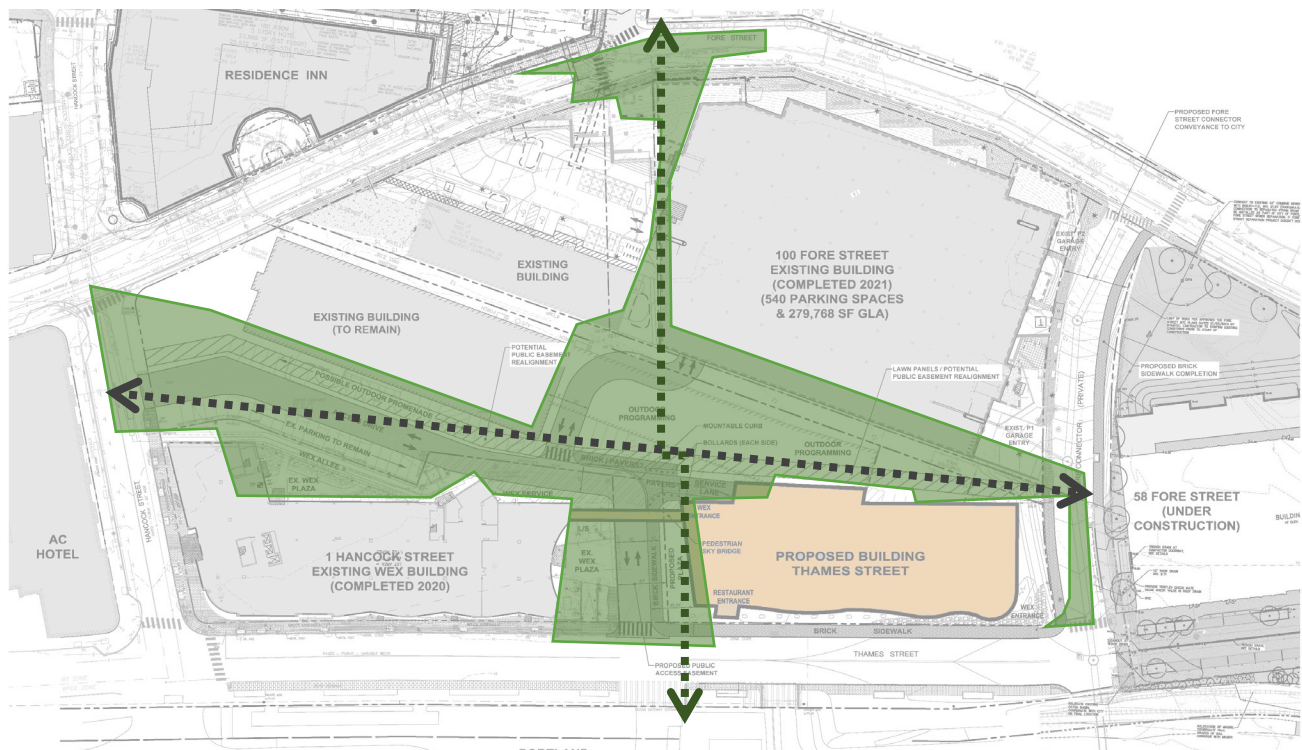


As mentioned when discussing the Mountfort Extension Rights-of-Way, the view corridor splays are exaggerated as one gets closer to the water. The same treatment to the view corridor is maintained at the Connector Road with both the footprint of 100 Fore Street and the design for the Thames Street development holding back a significant amount from the buildable area to respect the views. The built edge of the Thames Street proposal is drawn directly from the entry tower of 100 Fore Street so as to respect the site line already in place.





PROPOSAL  
PEDESTRIAN ACCESS



SALE OF CITY-OWNED THAMES STREET PROPERTY

As seen in the EWMP pedestrian street system diagram, north-south axis (right to left) on the site has always been a priority. The proposal does create an axis of movement in this direction but in addition, it connects directly to the east-west axis that was established along the Mountfort Extension with the development of 100 Fore Street and the plaza and stair that are already in place at the intersection of Mountfort and Fore streets.



## SUMMARY

### A. NET NEW JOBS TO THE CITY

Based on the jobs provided by the combination of the office used, the third-floor restaurant and the incubator spaces the project would provide between 200 and 250 full-time positions in multiple job fields.

### B. FUTURE POSSIBLE MOUNTFORT STREET EXTENSIONS RIGHTS-OF-WAY

The Mountfort Extension, within the area of discussion, will be both paved for vehicular access into the site as well as landscaped along the proposed building development for pedestrian access into the site. The vehicular route will allow for access to the lowest level of the 100 Fore Street Parking Garage as well as to the service access behind both the WEX Headquarters and the building that is to go on the city lot. The pedestrian route allows for access into the landscaped portions of the site that feeds the garage, the office buildings and the incubator spaces and allows for public passage through the site on either the east-west or north-south axis. The pedestrian skyway across the extension will provide safe movement for the users connecting between the two buildings.

### C. NEW CONNECTOR ROAD (FROM FORE STREET TO CITY THAMES STREET CONNECTION)

As stated previously, the portion of the Connector Road currently owned by the applicant will be turned over to the city as part of the purchase price for the Thames Street City Lot and a brick sidewalk will be added to the Connector Road/Freedom Way in the spring.

## PUBLIC RESTROOM REQUIREMENTS

Per the items for public benefit of the city in the Selection Criteria portion of the RFP, it is requested that the applicant provide one public restroom in the concept design and it is noted that the terms of this requirement are to be negotiated. The applicant is proposing to contribute \$50,000 toward new bathrooms to be constructed on the Amethyst Park/Portland Landing site of which portions have begun. Page 18 of the city document on the Portland Landing states that improvements including restroom access are part of the early plans for the park.



Photo Credit: Curry Tomlinson

EXISTING AMETHYST LOT

### Design Vision

Portland Landing will provide the City of Portland with a signature waterfront amenity that functionally, visually, and symbolically connects people with the city's maritime heritage and provides a vital public connection to Casco Bay. The redeveloped lot will provide Portland citizens and visitors of all ages and interests a new and permanent place to interact year-round with the water for a myriad of passive and active uses. Advocates and City officials envision the Amethyst lot as the threshold to the Casco Bay. Proposed uses will benefit neighboring residents and businesses and complement the Eastern Promenade Trail, Moon Tide Park, public infrastructure, multi-modal transportation, and mixed-use development.

Our design vision is characterized by the following goals:

**Reflect the City.** The City of Portland and the Eastern Waterfront have a rich history. Relics and artifacts integrated into the design will commemorate the site's history and provide elements of surprise and education throughout the landscape.

**Give access to the shoreline.** The more ways to experience the water, the better; sailing, tour boats and water taxis, tidal pools, fishing and wildlife observation are waterfront attractions that provide something for everyone for a cost that need not be significant. Many of these activities also provide opportunity for private-public partnerships and revenue generation

through voluntary participation. Access to the water allows for a dynamic and diverse recreation program and will effectively expand the physical upland limits of the Amethyst lot.

**Create a new open space destination.** The new waterfront should serve not only its own neighborhood, but the entire community, drawing visitors from the region. It should provide enough range and frequency of activities that it is well worth a day trip.

**Allow for programmatic diversity.** Vendors, concessionaires, commercial boating, and others each provide a valued service to the visiting public, contributing to the vibrancy of the space and enrichment of the recreational opportunities. Shoreline and water access, people-watching, wading, fishing, strolling, boat launching, open air events, eating and nature observation are key attractions. Every visitor should find multiple opportunities to enjoy the space from season to season.

**Prioritize program elements.** Understand the full range of programming goals and provide support facilities for a four-season interconnected waterfront and public space destination.

**Provide multi-use capacity.** Create a plan that allows many activities to happen at the same time, without compromising the experience of any activity. The desired program includes many complementary passive recreational amenities.

**Complement adjacent land uses, rail corridor and activities that already activate the space.** The lot should be enhanced to support current uses on site and adjacent -- as well as activities associated with planned development and rail service adaptations.

**Recognize the magnificence of the Amethyst lot location.** Planning should recognize aspects of the site that make it special: a generous waterfront with broad views of the Bay, the presence of historic piles on the water, ease of access to the water, proximity to downtown and new development, and transient boating and water access.

**Support water-dependent uses.** Programming should focus on accommodating a range of water-dependent uses alongside upland recreational activities.

**Create a sustainable park.** The park should be designed with an emphasis on sustainability, resiliency, operations, maintenance and utilization. Key opportunities to enhance site sustainability include:

- Renewable energy use and energy conservation;
- Sourcing of local and/or recycled materials;
- Native plant material selection;
- Habitat enhancement;
- Permeable and low-reflectivity pavement systems;
- Water conservation;
- Stormwater management;
- Erosion control;
- Evaluation of remaining service life of critical waterfront infrastructure;
- Adaptive reuse of existing infrastructure; and
- Construction staging provisions.

**Cultivate Open Space stewardship.** Stewardship begins with leadership and partnerships and a community-supported revenue stream with reinvestment of this revenue into perpetual park maintenance and continued capital improvements. The Study Workgroup and the Stakeholders have developed a strong framework for ongoing stewardship and success for the study area.

**Respond to Sea Level Rise.** Design alternatives must respond to the impacts of sea level rise and ever-more frequent and intense storm events through resilient and responsible design. Design should also implement green infrastructure enhancements to improve water quality and reduce stormwater run-off.

**Take early action.** Integrate basic improvements (restroom access, parking and handicapped accessibility) and anticipate future, permanent installations so that cost efficiencies and space allocations are considered early.

**Take early action.** Integrate basic improvements (restroom access, parking and handicapped accessibility) and anticipate future, permanent installations so that cost efficiencies and space allocations are considered early.

## PRELIMINARY DESIGN AS INFORMED BY THE EWMP

**Stitching the City Together**  
Design Sensitive to Surroundings  
Climate Change Resilient Design







The landscaped space being proposed and currently developed within the site and block are helping to link green spaces that exist within the city along major routes of foot traffic both from larger green spaces within the city to the commercial Old Port as well as from developing commercial routes to the green spaces currently being developed at Amethyst Park.

The site and proposal are at the heart of the new waterfront that is developing quickly, outlined in red below and designs in this area must be sensitive to their ability to tie the residential (orange) and commercial (blue) districts together along the city's most important asset – the water and the views across it. The sensitivity must be embodied through the uses proposed as well as the design of both the built structures and landscaped areas.

The campus this proposal is part of brings year-round and day and evening uses giving multiple reasons for people to be drawn to and through the site. Both residents and tourists have reason to use the site and it links the permanent residents to the waterfront and the Old Port as well as being located at a major point of entry for visitors accessing the city from the water.

The materials and form are sensitive to the development of, views from and transparency needed for this special area within Portland.





EXISTING VIEW



PROPOSED VIEW



One element of the proposal worth addressing is the pedestrian footbridge spanning from the second level of the existing WEX Headquarters to the second level of the proposed building over the mouth of the Mountfort Extension. The Extension, at grade, is available for parking access to the lowest level of 100 Fore Street, deliveries, drop-offs and any other vehicular traffic into the site. It would also be used for bike access and additional foot traffic going into the site or passing through on the east-west axis. If office users add perpendicular traffic against what has already been described, it crowds the outdoor spaces and creates more dangerous movement patterns. In addition to this concern, it would be more appropriate to have interior access between the buildings in colder months and inclement weather. As shown below, the RFP includes a note about alternative approaches to permeability across the Mountfort Extension, which is exactly what is being proposed with the footbridge. In order to be as sensitive as possible to the view corridor, the bridge would be minimized in sectional depth and the glass would be clear so that it disappears as much as possible. Attention to multiple modes of traffic moving in different directions is an important part of both urban and campus design.

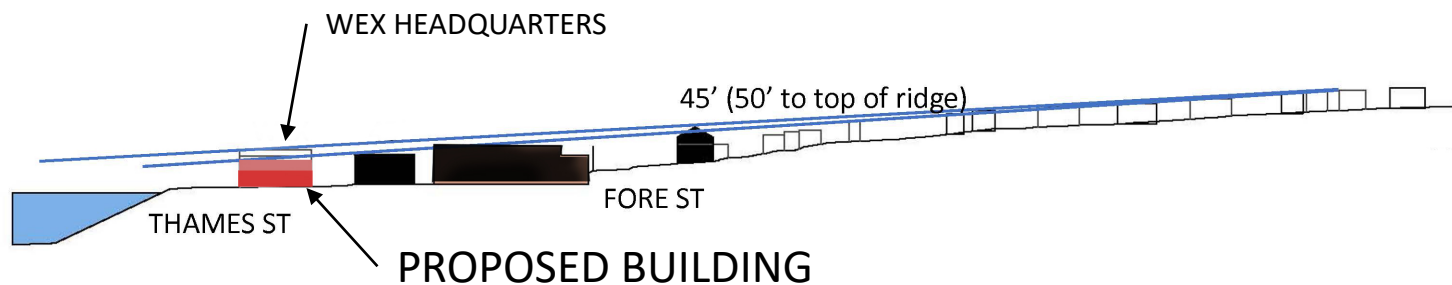
- **Future Possible Mountfort Street Extension Rights-of-Way.** Proposals should address the need for Mountfort Street Extension as a future public right-of-way to support proposed private investment on the City property, to provide for public space amenities and connectivity, along with all required utility easements and to fulfill the goals of the EWMP on the portion of City property located between Mountfort Street Extension and the New Connector Road. Alternative approaches to meeting the goals of permeability and accessibility across this block will be considered.



Stitching the City Together  
Design Sensitive to Surroundings  
Climate Change Resilient Design & Practices



EAST END SIGHT LINE DIAGRAM – DEMONSTRATES THAT PROPOSED STRUCTURE IS IN KEEPING WITH OR BELOW SIGHT LINES ALREADY CREATED BY EXISTING STRUCTURES FOR VIEWS FROM THE EAST END TO THE WATER





The design approach is to enhance the campus that has been started through the construction of the WEX headquarters and 100 Fore Street and tie the design to its surroundings. Certain elements clearly reference the existing buildings and therefore respect the views and access of its neighbors.

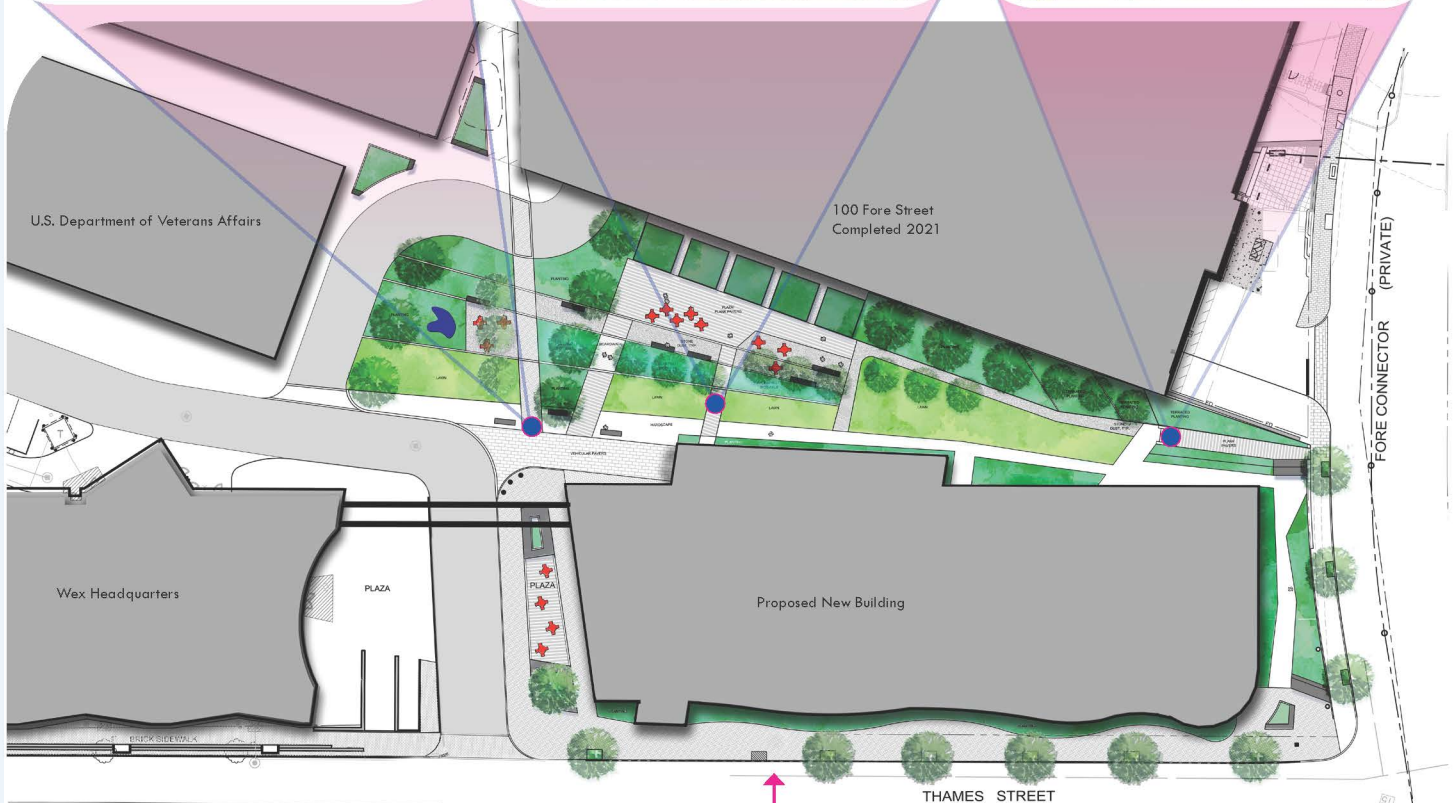
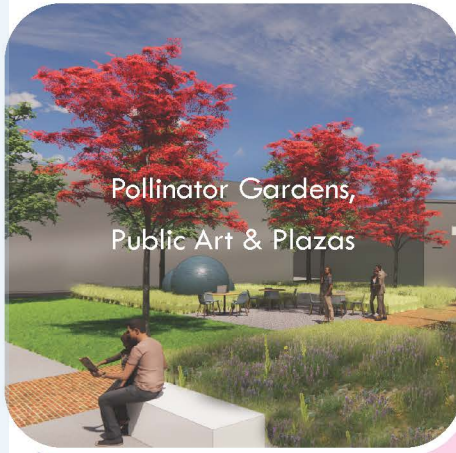
The material choices tie directly into the existing buildings of the campus while the building is responding formally to the specifics of the zoning, the relationship to the neighboring buildings and the uses inside. This area within Portland has developed quickly in the past few years and contemporary architecture dominated by glass and steel has become a key part of the fabric. In keeping with A consistent material language such as the brick that ties the historic old port together, glass and steel are the language of the New Waterfront. The transparent and reflective qualities of glass create an interaction with the surroundings that tie into the goal of permeability and sensitivity to surroundings.

The design also creates a building that has distinct features allowing it to stand on its own visually and further the contemporary architectural style that has become part of the new waterfront within Portland.

Not only does the design respect the view corridors of the EWMP but by creating much of the 3<sup>rd</sup> level exterior as outdoor habitable space, and orienting the indoor portion of this level toward the south, the water views from the occupiable levels of buildings to the west are maintained.







## Site Programming

**35,000 SF** of Open Space

**25 +** Street Trees & Under-story Trees

**2** Preserved & Enhanced View Corridors

Public Plazas

Activated Sidewalks

**Enhanced** Connections to the Surrounding Amenities

Bioswales & Best Management Practices

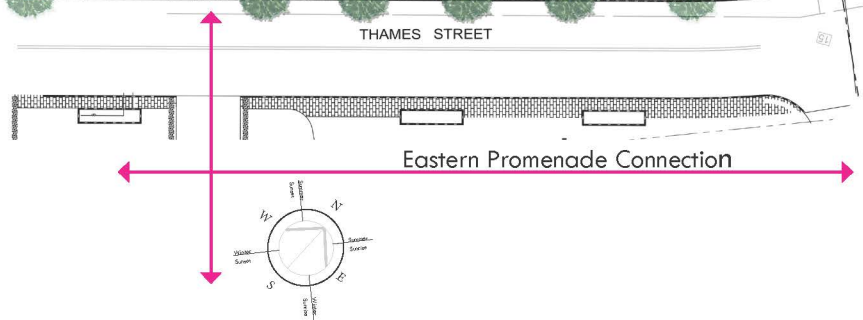
Open Space Connectivity & Pollinator Gardens

Incubator Shops

**3** Potential Locations for Public Art

**5** Preserved & Enhanced Gateway Connections & Future Connections

**1** Site Design Integrating the key covenants of the EWMP





## Stitching the City Together Design Sensitive to Surroundings Climate Change Resilient Design & Practices

### Building Elements –

- LED light fixtures – minimal fixture use needed due to amount of glazing
- Automated light systems to prevent light usage when not required, and dimming based on natural light levels
- Automatic shades systems will balance the lighting with heating and cooling loads
- Curtainwall systems contain recycled content
- White EPDM roof on third story enclosed structure decreasing cooling loads
- Light colored roof deck pavers decrease cooling loads
- Keeping the project team local means commuting needs are greatly lowered during the design and construction process
- A Construction waste management plan will be in place
- Open concept structural and floor systems allow for space and usage flexibility with minimal waste and energy
- Building commissioning will be implemented
- Low flow plumbing fixtures to be installed
- Building level water metering to be incorporated
- Building level energy metering to be incorporated

### Site Elements –

- Bike Parking and storage to encourage alternative commuting
- Parking provided in stacked garages owned by applicant reduce the users parking footprint
- Charging stations are available at 100 Fore garage for office users
- High ratio of pervious/planted surface
- Uses are a higher density and better use than the existing single level gravel parking lot
- Site location encourages foot and bike commuting

### Office User Practices –

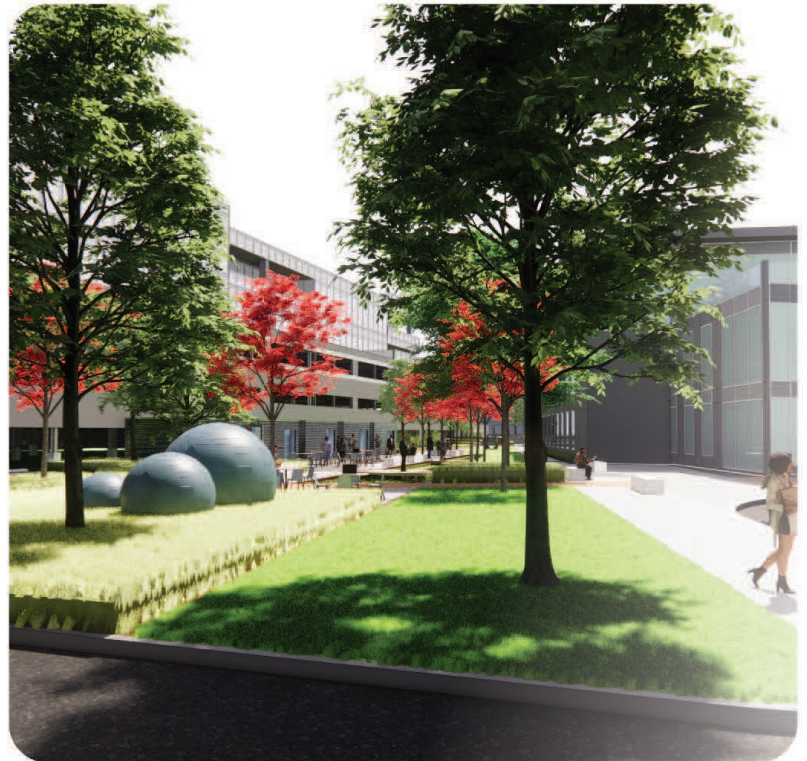
- Interiors designed to minimize energy consumption and reduce energy consumption
- In-office single stream recycling system will be implemented





### Resilient Design Principles & Proposed Design Approach

1. Resilient systems provide for basic human needs  
**Design Approach:**  
 Provide safe accessible, clean and inclusive public space.
2. Locally available, renewable, or reclaimed resources are more resilient.  
**Design Approach:**  
 Source local durable materials and introduce reclaimed material where suitable.
3. Find and promote resilience in nature.  
**Design Approach:**  
 Integrate best management practices and low impact design methodologies.
4. Durability strengthens resilience  
**Design Approach:**  
 Model critical systems to withstand inundation and extreme weather.



5. Simple, passive, and flexible  
 Systems are more resilient  
**Design Approach:**  
 Design with nature - mimic systems for stormwater that double as gathering nodes and place-making.

The applicant is offering \$35.00 per square foot for 24,000 SF equaling \$840,000.00 and in addition is proposing to hand over the ownership of the portion of the connector road currently under the applicant's ownership. Along with ownership of the road, the applicant will put in escrow, \$30,000 for the completion of the east sidewalk along the applicant-owned portion of the connector road in the spring as well as \$50,000 toward the city's installation of public restrooms on the Amethyst Park site.



A. NET PROPERTY TAX REVENUE

It is estimated that the new construction would provide \$170,000 in annual taxes for the City of Portland

B. PARKING

City Parking – Clarification – the city parking noted in the RFP was actually displaced during the construction of the WEX Headquarters and has already been relocated in the parking garages owned by the applicant.

For the existing parking lease agreement between the applicant and the city, a portion of which is shown on the next page, the applicant plans to amend the agreement to 25 spaces and allow that increase of 5 spaces to be 24 hours a day at the 167 Fore Street Ocean Gateway Garage.

**PARKING AGREEMENT BY AND BETWEEN  
CITY OF PORTLAND  
AND  
100 Fore Street, LLC and 167 Fore Street LLC**

**THIS AGREEMENT** is made as of the <sup>26<sup>th</sup></sup> \_\_\_\_ day of May, 2021, by and between the **CITY OF PORTLAND**, a municipal corporation with a mailing address of 389 Congress Street, Portland, Maine 04101 (hereinafter the "**CITY**") and **100 FORE STREET, LLC**, a Maine limited liability company doing business at 100 Fore Street in Portland, Maine (hereinafter "**100 FORE**") and **167 FORE STREET LLC**, a Maine limited liability company doing business at 167 Fore Street in Portland, Maine (hereinafter "**167 FORE**")

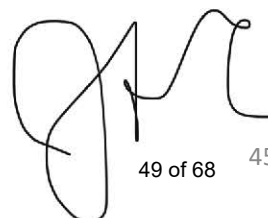
**W I T N E S S E T H:**

**WHEREAS, 100 FORE is constructing and developing property located at 100 Fore Street in Portland, Maine pursuant to a site plan approved by the Portland Planning Board on January 8, 2019 and identified as a Project ID (the "100 FORE project"); and**

**WHEREAS, the 100 FORE project includes a 543-space parking garage with 16 traditional parking spaces located outside of the garage; and**

**WHEREAS, the Planning Board's approval of the 100 FORE project includes the following condition: "Parking garages (100 Fore Street and Ocean Gateway Garage) shall provide up to a combined total 20 municipal parking space, with 12 of those dedicated primarily for the use of the City of Portland Police Department, personal officer vehicles, at no cost to the City for five years. These spaces are to offset the loss of municipal parking in the area due to recent development projects;" and**

**WHEREAS, 167 FORE is an affiliated entity of 100 FORE and the owner of said Ocean Gateway Garage referenced above, which Garage contains 705 parking spaces; and**

  
49 of 68 45

## 5. Proposers Proven Capacity and Relevant Experience

**Development Team and Past Experience:** Lead project developer and principal, Jonathan S. Cohen, was born and raised in Portland. He graduated from Deering High School and received his B.B.A. from The George Washington University. This project and similar projects are very important to Mr. Cohen as he believes strongly in creating as much opportunity as possible to keep Maine's talented youth in the state, and to create opportunities to attract talented employers and employees from other states.

Mr. Cohen is the President and CEO of AD&W, still Maine based, family owned, and the largest and oldest commercial installer and fabricator of storefront, curtain wall and commercial entrances north of Boston. Throughout Jonathan's 25+ years he has been involved with more than 6,300 construction projects, from design, budget, and construction through to completion, occupancy and sale or retention.

Mr. Cohen currently owns and manages more than 1,250,000 square feet of real estate in Maine. A few of Mr. Cohen's current projects underway include: the development of 52,000 square feet at Falmouth Center Falmouth, Maine; completion of a 84,000 square foot office building, approx. 5,000 sq ft of retail and 543 car garage at 100 Fore street Portland, Maine.

Mr. Cohen was also integral to the design, budget and construction of 167 Fore Street Portland, Maine Ocean Gateway Garage Offices, 1 Hancock Street Portland, Maine, Wex World Headquarters, 10 Exchange Street Portland, renovate and reopen 27 condominiums, 416-420 Fore street Portland, Maine, rehab and renovate 12,000 sq ft mixed use building.

Mr. Cohen has numerous financial institutions which have committed to working with him on this and any other project he wishes to undertake. Archetype will serve as the architect for this project, and the development team will include a Maine based GC or CM and almost all Maine Based trades..



## Dan Smith/(SHP) Subsidized Housing Partners

1838 Sir Tyler Drive, Suite 210 • Wilmington NC 28405 • (910) 509-1781

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Dan Smith is a principal of Subsidized Housing Partners (SHP) and SHP Management Corp. with offices in Cumberland Foreside, Maine and Wilmington, North Carolina. Dan is a graduate of Cheverus High School and attended The University of Southern Maine. Having grown up in Maine, Dan feels very strongly about creating opportunities for the next generation, and that is one of the reasons why he has turned his attention to Greater Portland. Dan has been active in various real estate deals for more than 30 years and is invested in over 7,500 units of affordable housing in Connecticut, Rhode Island, Maine, Massachusetts, Maryland, New York, and New Jersey and has strong bank relationships with many banks. No stranger to development, Dan has over 3,000 residential lots in development and an additional 1,000 apartment units under construction in North Carolina. Dan has various holdings including 270,000 square feet of Class A offices in Wilmington, NC.





**City of Portland, Maine**

**Request for Proposals**

**“Sale of Remaining Portion of City Owned Thames Street Property”**

**RFP #22021**

**NOTICE AND SPECIFICATIONS**

The City of Portland, Maine seeks proposals related to the “Sale of City-Owned Thames Street Property,” as specified herein. Proposals addressed to the Purchasing Office, Room 103, City Hall, 389 Congress Street, Portland, Maine 04101, shall be submitted electronically to [bidssubmit@portlandmaine.gov](mailto:bidssubmit@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., Thursday, October 21, 2021** at which time they will be opened and read. Proposals can also be submitted via USPS, UPS or FedEx to the address listed above. In-person submission is not currently allowed due to City Hall being closed to the public. All proposals shall be held open to acceptance for ninety days from opening.

Copies of the above documents will be available by contacting the City of Portland Purchasing Office either via e-mail at [jrl@portlandmaine.gov](mailto:jrl@portlandmaine.gov), or phone (207) 874-8654. Each prospective bidder will be required to obtain from the City each copy of the proposal forms.

Proposals that are late, unsigned or submitted via fax shall 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. Questions may be mailed, faxed to (207) 874-8652 or e-mailed to [slchapin@portlandmaine.gov](mailto:slchapin@portlandmaine.gov) and must 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 cannot be relied upon by proposers. Proposers cannot have contact with any City staff with regard to this Request for Proposals except to obtain general public information as specified in the document.

The disposal of this real estate shall be on the basis of a negotiated agreement, 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 to be expressed or implied.* The City makes no representations or warranties about any of the information about the property set forth herein, which is provided to proposers for their convenience only. The City, and its agents, make no representations or warranties with respect to the title of the property, the accuracy of any statements 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



limitations, 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. The property will be conveyed by quitclaim deed without covenant.

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

## **CONFIDENTIALITY**

The City of Portland is subject to Maine's Freedom of Access Act (FOAA). Under this law, the City is required to make public information that we receive in the solicitation of proposals. FOAA does, however, have exceptions applicable to certain confidential information. In the event that you believe that the proposal you submit contains any confidential information, you must submit such information in a separate sealed envelope to the City along with your sealed proposal. The outside of this envelope must clearly be marked "Proprietary information/confidential." Such confidential information will only be reviewed by Portland City officials, and only on a "need to know" basis. The City will not disclose such information to a third party, unless it determines that such disclosure is required by law. Prior to disclosing such information, the City will provide you with a reasonable opportunity to seek an injunction or other court order, at your own expense, to prevent such disclosure. The City will not be liable to any proposer or any third party for any disclosure of confidential information.

## **RESERVATION OF RIGHTS**

The City reserves the right, at its sole discretion, to reject any and all proposals for the 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 Council may accept any proposer's proposal, and negotiate a purchase and sale agreement with that proposer even if the proposer does not receive the highest score from the Evaluation Committee.

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 reserves the right to waive any informalities in proposals, to accept any proposal or portion thereof, and to reject any and all proposals, should it be in the best in the best interest of the City to do so.

September 24, 2021

Samantha L. Chapin  
Purchasing & Controls Manager

**PROPOSAL FORM**  
**“Sale of Remaining Portion of City Owned Thames Street Property”**  
**RFP #22021**

**\*\* THIS SHEET MUST BE INCLUDED IN YOUR PROPOSAL \*\***

The undersigned hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, that it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same, and that no person acting for or employed by the City of Portland is directly or indirectly interested in this proposal or in any anticipated profits which may be derived there from.

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

The bidder acknowledges the receipt of Addenda numbered: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINT NAME & TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

TYPE OF ORGANIZATION - PARTNERSHIP, CORPORATION, LIMITED LIABILITY COMPANY, INDIVIDUAL, OTHER:

\_\_\_\_\_

STATE OF INCORPORATION OR ORGANIZATION, IF APPLICABLE:

\_\_\_\_\_

FEDERAL TAX IDENTIFICATION NUMBER (Required): \_\_\_\_\_

NOTE: Proposals must bear the handwritten signature of a duly authorized member or employee of the organization submitting a proposal.

Purchase Price: \_\_\_\_\_ (Points Award Basis)

## INTRODUCTION

The Eastern Waterfront Master Plan (EWMP) envisioned the build-out of the area establishing a new neighborhood based on a new street grid, with over a half-million square feet of additional office, retail and residential construction to be supported by additional structured parking. The full EWMP, including design guidelines, can be found here:

<https://www.portlandmaine.gov/DocumentCenter/View/3391/Eastern-Waterfront--Master-Plan>

The sale of a portion of the City-owned Thames Street property, through this Request for Proposals, will further the EWMP.

Use of additional land, either contiguous or non-contiguous to the City property being made available through this RFP, is encouraged in order to best fulfill the development goals described in the EWMP.

### **Thames Street Property Overview**

The property the City is considering selling includes an approximately 24,500 square foot buildable parcel located along Thames Street between the Proposed Mountfort Street Extension and the New Connector Road, which is generally depicted on the attached map (the “Property”).

### **Existing Zoning Summary**

This property is located in the B-6 zoning district, which permits a variety of uses, including residential, office, retail and hospitality. The zoning allows heights of 45 feet as regulated by the B6 Building Height Overlay and Building Envelope Map (B6 Height Overlay.) As shown on the B6 Height Overlay, there are portions of the subject parcel - at the corners of Proposed Mountfort Street Extension and the New Connector Road intersections with Thames Street - that lie outside of the “Key Building Envelope” established within the Overlay. These areas are intended to preserve and create view corridors from public streets to the water. While not available for buildings, these areas may be used for landscaping, plaza space, outside dining, or other similar use.

The B6 Zone is additionally subject to Design Guidelines for the Eastern Waterfront.

*Note: All respondents are responsible for understanding zoning and other requirements for proposed projects prior to submission of proposal. Information included in this RFP is for convenience only, and, to the extent that the information included herein conflicts with applicable laws, rules, ordinances, and regulations, those laws, rules, ordinances, and regulations control. Full zoning requirements are contained in the City’s Land Use Code:*

*[https://www.portlandmaine.gov/DocumentCenter/View/1080/Chapter-14-Land-Use-ReCode---](https://www.portlandmaine.gov/DocumentCenter/View/1080/Chapter-14-Land-Use-ReCode---Revised-3152021)*

*Revised-3152021 and the latest B-6 height overlay is available here:*

*<https://www.portlandmaine.gov/DocumentCenter/View/4866/B6-Zone-Building-Height-Overlay>*

### **Site Utilities**

The selected developer(s) will be responsible for installing all required utilities (including but not limited to water, sanitary sewer, natural gas, electric, phone, and cable) to support development on the Property.



## SELECTION PROCESS

Proposals will be reviewed by a city staff Evaluation Committee that will score the proposals based upon the best opportunity for negotiating the highest quality and most appropriate use of the property. The highest scoring respondents to the RFP may be selected for an interview at the discretion of the Evaluation Committee. These firms may be re-scored after the Evaluation Committee has completed its interview process and reviews any additional information. The staff Committee's scoring will be forwarded to the Portland City Council Housing and Economic Development Committee for its deliberation and subsequent recommendation to the City Council. Any agreement for the sale or other disposition of the Property will be subject to the approval of the Portland City Council.

### Key Proposal Goals (3)

1. ***Private Sector Investment.*** The city desires to further the build-out of private sector investment to meet City goals as outlined in the Eastern Waterfront Master Plan, economic development efforts, and community development goals.
2. ***Parking.*** The majority of the Property should be utilized for development. The majority of any new structured parking, located within the Property, if needed, shall be surrounded by active uses and screened from view. All parking facilities, located in the Eastern Waterfront area (not on the Property) should be located within a reasonable walking distance from the Property. ***All proposals shall address City replacement parking needs and accommodate parking requirements for new proposed private investment.***
3. ***Future Streets (New Connector Road and Mountfort Street Extension).*** The area of the Mountfort Street Extension does not allow for new buildings, and is reserved for protection of public views and to retain the possibility of the future extension of the public street network. At this time, the City is not prepared to provide commitments to design and construct Mountfort Street Extension. However, all proposals should address the need for Mountfort Street Extension as a future public right-of-way to support proposed private investment on the Property, to provide for public space amenities and connectivity, and to help fulfill the goals of the EWMP on the portion of City property located between Mountfort Street Extension and the New Connector Road. A public easement has already been provided for a portion of the Mountfort Street Extension off of Fore Street, and the section that is associated with the subject parcel of this RFP shall be designed for compatibility with the public easement. Alternatively, ***creative approaches to meeting the goals of permeability, future easements and accessibility across this block will be considered.***

## GENERAL INFORMATION

1. **City Property Location:** Corner of Thames Street and New Connector Road (See attached

map.)

2. **General Dimensions:** Portion site under consideration for sale includes 24,500 +/- square feet.
3. **Current use:** Unimproved municipal parking lot.
4. **Condition of the Property at the time of sale:** The Property is within a B-6 Eastern Waterfront Mixed Zone and is being used as a municipal parking lot.
5. **Environmental Conditions:** The City of Portland does not have any specifics with regard to environmental conditions and makes no representations or warranties with respect to the environmental condition of the Property.
6. **License Agreement with adjacent property owner Jack Rabbit, LLC (copy attached):** The City acknowledges the existing License Agreement with Jack Rabbit, LLC which needs to be addressed with the sale of the Property.
7. **Road Extensions (Thames Street, New Connector Road and Possible Mountfort Street Extension):** See attached plan showing the area referred to as the Mountfort Street Extension. Proposals for improvements to the segment of Mountfort Street Extension included in the subject parcel, need to be designed, funded, and constructed by the future property owner.

## PROPOSAL REQUIREMENTS

1. All proposers shall signify, by signing the attached proposal form, that the proposer has read and understands all conditions concerning the development of the land being offered, as outlined in this request for proposals, and that the proposal is made in accordance with this request.
2. Each proposal submitted must specifically outline the proposed development or re-use of the Property and indicate the intended end use(s). At a minimum, the proposal shall include:
  - **Site Concept Plan.** Concept for the proposed use of the Property including end use(s);
  - **Project Timeline.** Timetable from beginning to completion of the development of the Property;
  - **Future Mountfort Street Rights-of-Way.** Any future streets right-of-way needed and offer of property or easements, if applicable;
  - **New Connector Road (from Fore Street to City Thames Street connection).** Proposals should address the commitment to provide the City the necessary right-of-way for the privately owned portion of the New Connector Road for this to be accepted as a

public street.

- ***Parking (located on the Property).*** Sale of Property will displace upwards of twenty-five (25) parking spaces utilized by City staff and others. Construction of suitable City “replacement parking” must be located within a reasonable walking distance in the Eastern Waterfront Area from the Property along with plans for all new parking to accommodate new private sector investment. A parking management plan shall be provided showing the proposed locations for all new parking options, including costs, to accommodate City replacement parking needs at no cost for twenty-five (25) City parking spaces. The parking management plan should address public access to parking, weekend/evening hour use of parking, and snow ban parking.
3. Each proposer must present the City with evidence of its financial ability to undertake and complete the project as outlined in its proposal.
  4. Responses should include a clear demonstration of the proposer’s ability to complete all elements of the project as described in the proposal including a description of the development team and past experience with similar projects, project readiness and timeframe for completion as evidenced by lease commitments or the like, and financial feasibility analyses detailing a development budget, operating pro-formas, and any other provided information.
  5. If submitting by US Mail, FedEx, or UPS; submissions must include one paper copy, and one electronic copy.
  6. Additional data, exhibits, statements, drawings, renderings of buildings, etc., are invited to insure a total understanding and proper evaluation of each proposal by the City.

## SELECTION CRITERIA (5)

### 1. Community Integration as Guided by the Eastern Waterfront Master Plan

As described above, development proposals should be guided by the Eastern Waterfront Master Plan, which envisioned the build-out of over a half-million square feet of additional office, retail and residential construction. The B6 height overlay map includes requirements for connectivity as well as view creation and preservation at the Proposed Mountfort Street and New Connector Road Thames Street intersections. The B-6 Height Overlay also contains view splays that are meant to aid alignment of existing in new construction for maximum view protection and to aid in creating vibrant public spaces. Proposals should address these requirements. Additionally, the building site/building should incorporate climate change resilient design so the site can accommodate increasing inundation in the coming years. Any successful response to this Request for Proposals will fulfill those goals.

Document link: <http://www.portlandmaine.gov/DocumentCenter/Home/View/3391-totheEasternWaterfrontMasterPlan>

### 2. Public Benefit to the City



The City would like to obtain the most favorable public benefit associated with the sale of this property, and will rate proposals based upon that return. This will mean that a proposal will score higher as it ascribes the greatest value to the city-owned land and offers the greatest public benefit to the City. In addition, other factors could include, but are not limited to:

- **Net new jobs to the city.** The city desires to attract new full-time, quality (wage compensation, and access to benefits) jobs to the city. Proposals should include estimates of the numbers and types of full-time jobs associated with project private sector investment.
- **Future Possible Mountfort Street Extension Rights-of-Way.** Proposals should address the need for Mountfort Street Extension as a future public right-of-way to support proposed private investment on the City property, to provide for public space amenities and connectivity, along with all required utility easements and to fulfill the goals of the EWMP on the portion of City property located between Mountfort Street Extension and the New Connector Road. Alternative approaches to meeting the goals of permeability and accessibility across this block will be considered.
- ***New Connector Road (from Fore Street to City Thames Street connection).*** Proposals should address the commitment to provide the City the necessary right-of-way for the privately owned portion of the New Connector Road for this to be accepted as a public street.
- **One Public Restroom shall be included in the building concept design.** The selected Developer shall enter into an agreement with the City relating to the provision of a public restroom at the Project site on terms to be negotiated.

### 3. Purchase Price

The City expects to receive Fair Market Value (“FMV”) for the property. A purchase price which is less than fair market value or any request for city support may result in a lower score.

### 4. Additional Financial Benefit to the City

In addition to purchase price, the City will consider other factors providing financial benefit to the City, including but not limited to:

- **Net new property tax revenue.** Estimates for the value of new private construction should be provided with each proposal. The City will review this information to determine an estimated total municipal assessed value for the proposed project and associated property taxes.
- **Parking.** The City replacement parking shall be located in the Eastern Waterfront Area (preferably not on the Thames Street property) to support City replacement parking and to provide opportunities for continued growth of the land side of the Eastern Portland Waterfront. A parking management plan shall be provided showing the proposed locations for all new parking and options including accommodating City replacement parking needs for upwards of twenty-five (25) City parking spaces at no-cost to the City. The parking management plan should address public access to parking, weekend/evening hour use of

parking, and snow ban parking.

### **5. Proposers Proven Capacity and Relevant Experience**

Responses should clearly demonstrate the proposer's ability to complete all elements of the project as described in the proposal including a description of the development team and past experience with similar projects, project readiness and timeframe for completion as evidenced by lease commitments or the like and financial feasibility analyses detailing a development budget, operating pro-forma, and any other provided information. The City will consider its experiences with any proposer's performance on prior projects in its evaluation of the proposals.

## **EVALUATION CRITERIA**

Subject to the Reservation of Rights as described herein below, the City Council Housing and Economic Development Committee will recommend to the City Council the proposal which in its judgment offers the best opportunity for negotiating the highest quality and most appropriate use of the property, even though such proposal may not contain the highest purchase price offered.

The criteria used for the rating of the Proposals by the Evaluation Committee will include:

1. Community Integration as Guided by the Eastern Waterfront Master Plan (25 Points)
2. Public Benefit to the City (25 Points)
3. Purchase Price (20 Points)
4. Additional Financial Benefits to the City (15 Points)
5. Proposers Proven Capacity and Relevant Experience (15 Points)

### **RFP Evaluation and Timeframe**

The following process will be used:

1. Upon closing of the Request for Proposal application period, all proposals will be reviewed for completeness.
2. All complete proposals will be reviewed under the scoring factors and preference guidelines as described herein. The proposal evaluation committee **may** confer with the applicants and/or third parties to clarify or verify information and request additional information for the purpose of allowing the evaluation committee to ask questions of the finalists and to further clarify any Proposer's written responses.
3. All complete proposals and scoring information will be forwarded to the City Council's Housing and Economic Development Committee for review and negotiation of a purchase and sale agreement assuming developer selection. The Committee **may** hold interviews with

any, all or none of the proposers. Upon successful negotiation of a purchase and sale agreement, the final recommendation will be forwarded to the full City Council for its review and approval.

Proposers will be notified of the scoring results and all pertinent meeting review dates.

## **LEGAL REQUIREMENTS**

The Purchase and Sale Agreement for the sale of the Property will be executed only after satisfactory review and final approval by the City Council. At closing, the City shall convey the property by quitclaim deed. There will also be covenants that restrict the re-sale of the property, requires City Council approval of any new owners within a negotiated period of time, or allows the City to repurchase the property in the case of non-performance.

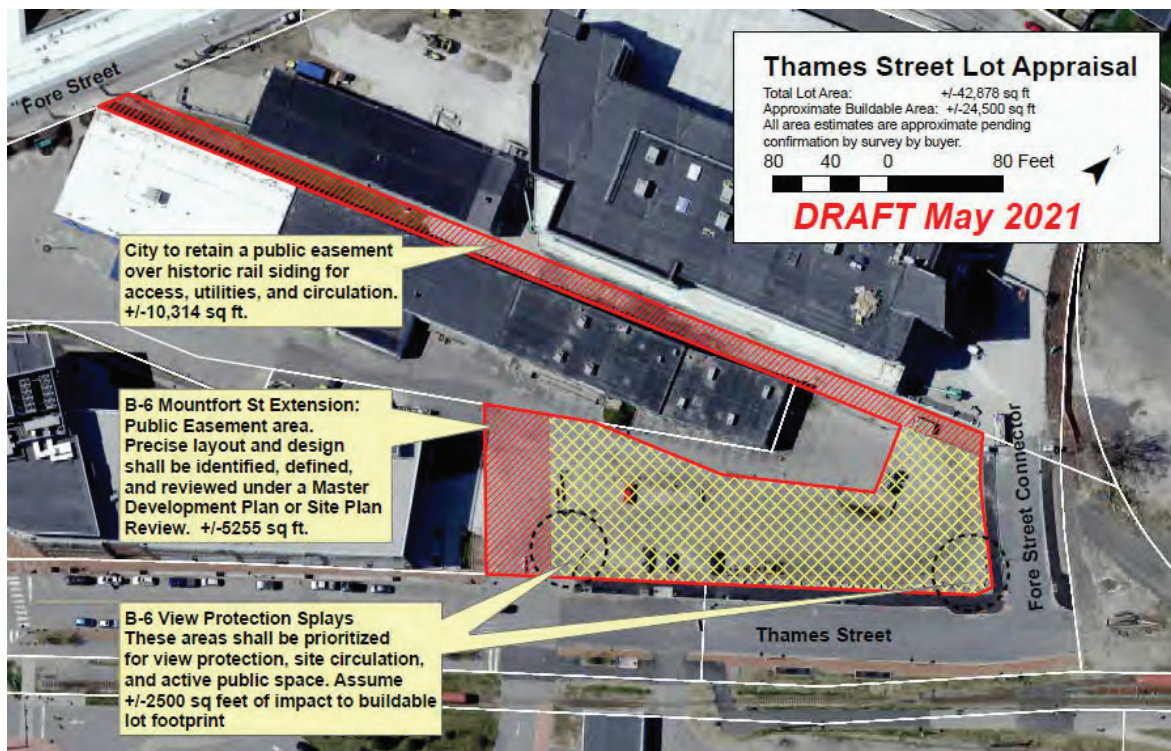
### **Attachments**

- A. Remaining City Thames Street Property Map
- B. City and Jack Rabbit, LLC License Agreement





*Subject property site with new WEX office building and parking garage complex in the background*



*Subject site identified as 24,500 sf.*

#### IDENTIFICATION OF THE REAL ESTATE

The subject property is located at the northwest corner of Thames Street and the Fore Street Connector in the Eastern Waterfront neighborhood. The subject consists of a hypothetical 24,500 sf. buildable parcel that represents a portion of a larger city-owned tax parcel referenced by the assessor's office as Map 19, Block A, Lot 2. The subject site currently consists of a gravel parking lot. The immediate subject neighborhood represents the epicenter of new development activity within downtown Portland.

## **LICENSE AGREEMENT**

This **LICENSE AGREEMENT** is made between the **City of Portland**, a body corporate and politic located at 389 Congress Street, Portland, Maine (hereinafter the "City"), and **JACKRABBIT, LLC**, a Maine limited liability company with a mailing address of 44 Oak Street, Portland, Maine, 04101 (hereinafter "Jackrabbit").

**WHEREAS**, the City and Jackrabbit each own property adjacent to Jackrabbit's building located at 144 Fore Street in the City of Portland, Maine; and

**WHEREAS**, the City wishes to have access to a portion the Jackrabbit's above-described property (hereinafter the "Jackrabbit Property"), and Jackrabbit wishes to have access to a portion of the City's above-described property (hereinafter the "City Property") for the purposes of vehicular traffic, travel and parking as described in the Agreement;

**NOW THEREFORE**, the City does hereby grant to Jackrabbit, its successors and assigns in ownership of the Jackrabbit Property, a revocable license to enter upon and to use the City Property for the purpose of vehicular traffic and travel, and Jackrabbit does hereby grant to the City, its successors and assigns in ownership of the City Property a revocable license to enter upon and use the Jackrabbit Property for the purpose of vehicular traffic, travel and parking, subject to the following terms and conditions:

1. **Location.** The City Property and Jackrabbit Property are described and delineated in Exhibit A, attached hereto and incorporated herein by reference.

2. **Use of City Property by Jackrabbit.** The City Property shall be used by Jackrabbit as shown on Exhibit A attached hereto for vehicular traffic, travel and minimal parking related to Jackrabbit's ownership and Jackrabbit's and his tenants' and invitees' use of Jackrabbit's building located at 144 Fore Street, only. All of Jackrabbit's parking shall be immediately adjacent to the building located at 144 Fore Street and at either end of the building, as shown on Exhibit A attached hereto. Vehicles shall not block the flow of traffic in the shared travel lane. Any vehicles that park on City Property not in accordance with this paragraph and do not display a City hang tag or permit will be subject to ticketing, booting and towing at the City's discretion. All use of the City's Property by Jackrabbit must be in compliance with state and federal law, and local ordinance, including but not limited to local land use ordinances.

3. **Use of Jackrabbit Property by the City.** The Jackrabbit Property shall be used by the City as shown on Exhibit A attached hereto for vehicular traffic, travel and parking related to the City's activities, including but not limited to providing parking for users of the Eastern Promenade Trail after 5:00 p.m. Monday through Friday and all day on weekends and holidays. All use of the Jackrabbit Property by the City must be in compliance with state and federal law, and local ordinance, including but not limited to local land use ordinances.

4. **Signage.** Jackrabbit agrees to post signs on or around its building located at 144 Fore Street, at its own expense, indicating that parking adjacent to the building is reserved for tenants and customers of the building.

5. **Maintenance.** Jackrabbit shall be responsible for maintenance and repair,

including snow plowing and removal, of the Jackrabbit property and the shared travel lane indicated on Exhibit A. City shall be responsible for maintenance and repair, including snow plowing and removal, of the City property.

6. **No Fees.** Jackrabbit shall be liable for no fees for its use of the City Property in accordance with this License Agreement, and the City shall be liable for no fees for its use of the Jackrabbit Property in accordance with this License Agreement.

7. **Event Revenue.** Jackrabbit shall retain any revenue from parking for special events only for parking spaces located on Jackrabbit property. The City shall retain any revenue from parking for special events for parking spaces located on City property.

8. **Insurance: City.** City is self insured and any claims which are the responsibility of the City under this agreement shall be covered by said self insurance fund.

9. **Insurance: Jackrabbit.** Jackrabbit shall procure and maintain throughout the term of this License Agreement, or provide through its contractor(s), comprehensive general liability insurance in the minimum amount of Four Hundred Thousand Dollars (\$400,000) covering Jackrabbit's activities hereunder and naming the City as an additional insured thereon. In addition, Jackrabbit shall provide evidence of automobile liability insurance in said minimum amount, and workers compensation insurance in the statutory amount, if applicable. All contractors to Jackrabbit performing work under this License shall provide the City with evidence of the above insurance coverages with the City as an additional insured, and workers compensation and employers liability insurance in the statutory amounts which shall have an endorsement waiving subrogation against the City. Such contractor insurance may be in place of that required of Jackrabbit so long as it remains in effect and names the City as an additional insured.

Certificates evidencing such insurance policies shall be delivered to City and shall provide the City with no less than thirty (30) days prior notice of cancellation or non-renewal.

All insurance policies hereunder shall be primary to any insurance, or self-insurance, maintained by City.

10. **Effective Date.** This License is effective as of the date of execution.

11. **Term.** This license shall have a term of ten (10) years and shall automatically continue for successive ten year periods unless the parties agree upon and establish functionally equivalent access to the Jackrabbit Property or the affected portion of it on terms similar to this Agreement as mutually agreed upon by Jackrabbit and the City. If the parties fail to agree, then on written notice from either party any dispute shall first be submitted to nonbinding mediation by a single mediator. If no mediation occurs or if no agreement is reached within 30 days thereafter, then on written notice from either party the dispute shall be submitted to arbitration, to a single arbitrator to be agreed upon within 20 days of the date on which the notice is served. If the parties cannot agree on a single arbitrator then on written notice from either part the dispute shall be submitted to a panel of three arbitrators and the notice shall specify the name and address of the person designated to act as an arbitrator on its behalf. Within 20 days after the service of such notice, the other party shall specify the name and



address of the person designated to act an arbitrator on its behalf. If the other party fails to notify the initiating party of the appointment of its arbitrator within the time above specified, then the appointment of the second arbitrator shall be made by the first arbitrator. The two arbitrators so chosen shall meet within 15 days after the second arbitrator is appointed and if, by 30 days after the date of the appointment of the second arbitrator, the two arbitrators shall not agree upon a resolution of the dispute, they shall together appoint a third arbitrator. The three arbitrators shall meet and render a decision within 30 days after the date of the appointment of the third arbitrator. The decision of a majority of the arbitrators shall be final. All arbitrators appointed must be employed or active in the real estate industry, including without limitation, as managers, real estate brokers, bankers, attorneys, developers, investors or otherwise.

The party's shall share the costs of providing a functionally equivalent access equally, but if the City's proportionate share based on the original square footage of the portion of the access relocated on its land to all of the original square footage of the access from the City to Jackrabbit access is less, then it shall pay the lesser share.

**12. Termination.** In the event either party does not comply with the terms of this Agreement, the aggrieved party must first request the other party to cure the problem. In the event the problem is not cured within thirty (30) days, the party can terminate the Agreement upon thirty (30) days written notice.

Any notice of an Event of Default delivered pursuant section 12 of this license agreement must be sent by certified mail, return receipt requested to Jackrabbit at the address for Jackrabbit set forth above, or at such other address as Jackrabbit may provide to the City in writing from time to time. In addition following a notice sent to the City by certified mail, return receipt requested, by a party identifying itself as the holder of a mortgage on Jackrabbit's Property, the City shall concurrently send such mortgagee a copy of any notice of an Event of Default which the City sends to Jackrabbit.

Notwithstanding any other provision herein, in the event that a notice of an Event of Default is delivered to Jackrabbit pursuant to section 12 hereof, any mortgagee of Jackrabbit's Property who has identified itself to the City shall be entitled to cure such default within the time frames set forth above, and the City agrees to accept such performance by any such mortgagee of Jackrabbit's obligations hereunder.

In the event the adjacent Thames Street Lot, owned by the City, is redeveloped and the use of City Property by Jackrabbit pursuant to this Agreement presents an encumbrance to redevelopment of said lot, the City shall provide Jackrabbit and any mortgagee of Jackrabbit's Property who has identified itself to the City one (1) years notice of termination of this Agreement, provided that the City must provide functionally equivalent access to the Jackrabbit Property on terms similar to this Agreement in order for such notice of termination to be effective.

In the event the City takes by eminent domain proceedings a portion of the Jackrabbit Property necessary for a future extension of Mountfort Street, then this License shall terminate with respect to that portion of the License area necessary for such extension of Mountfort Street, and the City shall not be required to pay damages for such partial

termination or for any increased value of the portion of the Jackrabbit Property so taken attributable to this License Agreement.

**12.No Interest in Land.** The City shall have no authority to modify or make any changes to the Jackrabbit Property subject to this License without the prior consent of Jackrabbit, and Jackrabbit shall have no authority to modify or make any changes to the City Property subject to this License without the prior consent of the City, provided that the parties hereby consent to the changes identified in the City's minor site plan approval issued on August 16, 2010.

13. This Agreement amends and restates in its entirety a prior License Agreement between the parties dated October 14, 2010.

Dated as of January 21<sup>st</sup>, 2011

**JACKRABBIT, LLC**

By: [Signature]  
name: Mike Marino  
its Gen.

**CITY OF PORTLAND**

By: [Signature]  
name: Joseph C. Gray, Jr.  
its City Manager

STATE OF MAINE  
CUMBERLAND, ss.

January 21, 2011

PERSONALLY APPEARED before me the above named Mike Marino in his said capacity, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said limited liability company.

[Signature]  
Notary Public/Attorney at Law  
Print name: Barbara J Brewer

STATE OF MAINE  
CUMBERLAND, ss.

January 21, 2011

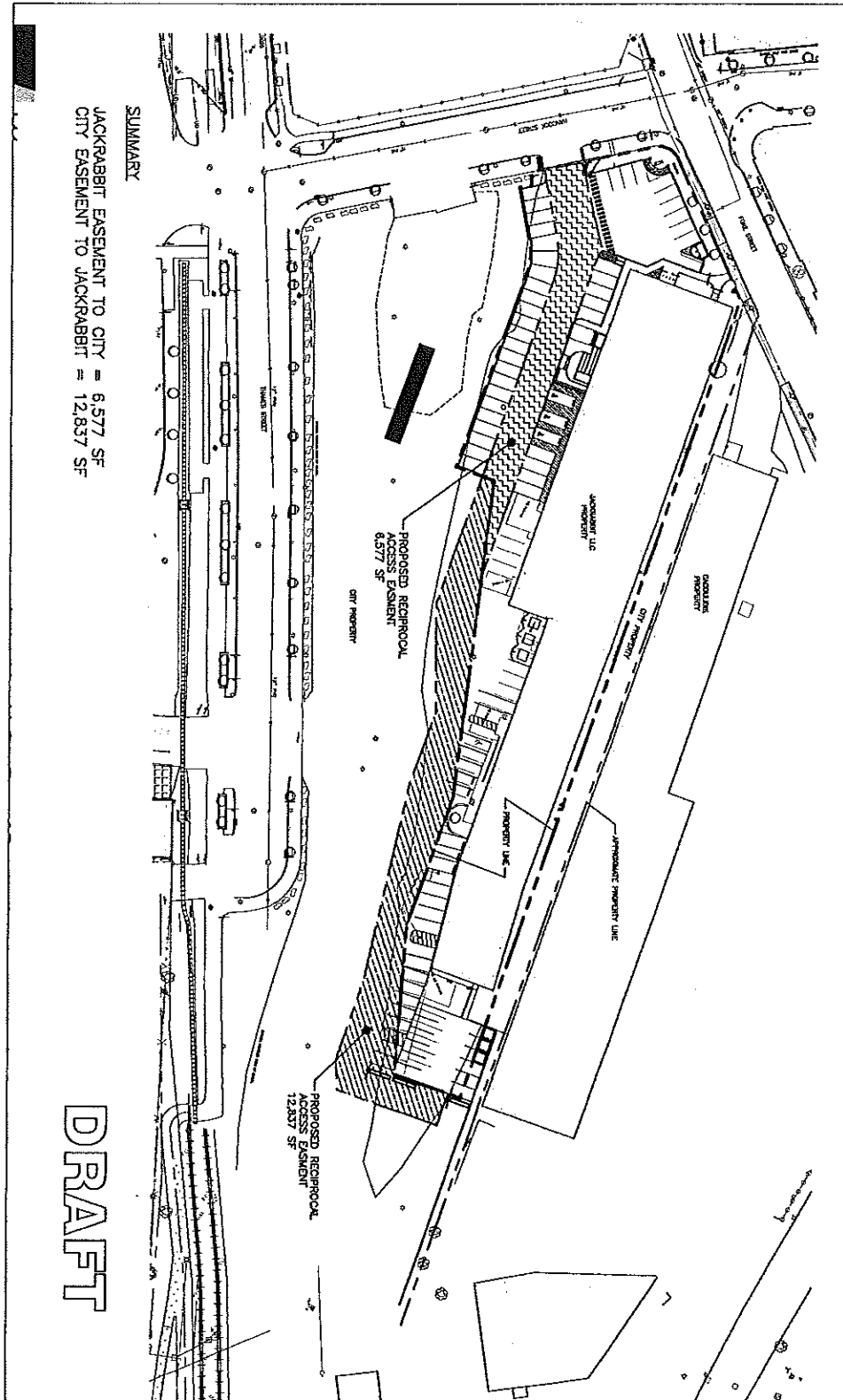
PERSONALLY APPEARED before me the above named Joseph E. Gray, Jr. in his/her said capacity, and acknowledged the foregoing instrument to be his/her free act and deed and the free act and deed of the City of Portland.

[Signature]  
Notary Public/Attorney at Law  
Print name:

License City of Portland Jackrabbit REV LRC 1-11-2011  
1/20/2011 12:10 PM

SONIA T. BEAN  
Notary Public, Maine  
My Commission Expires January 10, 2017

# Exhibit A







**CITY OF PORTLAND**  
**Housing and Economic Development Department**  
**Mary P. Davis, Interim Director**

**TO:** Chair and Members of the Housing and Economic Development Committee

**FROM:** Mary Davis, Interim Housing and Economic Development Director  
Nelle Hanig, Business Programs Manager

**DATE:** October 29, 2021

**SUBJECT:** Proposed Purchase and Sale Agreement with AJ Holding Company, LLC,  
for sale of Units 6 and 7 in City-Owned Portland Technology Park (PTP)

**I. SUMMARY OF ISSUE**

Under the direction of the Housing and Economic Development Committee, the attached proposed Purchase and Sale Agreement (PSA) has been negotiated to sell Units 6 and 7, located in the City-owned and developed Portland Technology Park (PTP), to AJ Holding Company, LLC, a/k/a Aroma Joe's, for a sale price of \$595,000. This PSA is presented for your review and recommendation to the City Council to authorize the City Manager to execute, as well as any other appropriate documents, the property sale.

AJ Holding Company, LLC. The company is currently located on leased space at 352 Warren Avenue in Portland. The company is proposing to construct a new minimum 12,000 square foot building to use as its corporate headquarters, relocated from Warren Avenue.

**II. BACKGROUND**

The Portland Technology Park (PTP) is a fully permitted condominium business park developed by the City. Phase I of the project has been completed, with a 975-foot road and utilities to three development sites (Units 1-3). The work was financed with a grant from the Economic Development Administration (EDA) and matched by the City. Portland's total investment in the PTP, to date, has been just under \$695,000.

Unit 4 was sold to Patrons Oxford Insurance Company for \$625,000 in March 2016 to move its headquarters from Auburn to Portland, with construction of a 19,000 sq. ft. building and extension of the roadway by 155 feet to Unit 4, completed in July 2017.

Patrons has been operating there since that time contributing \$61,000 annually in property taxes.

The final Phase for PTP is to extend the roadway by 350 feet, opening three more development sites (Units 5, 6, and 7). See attached PTP Map highlighting the roadway extension, as well as remaining Units available for sale.

With AJ Holding Company proposing to purchase Units 6 and 7, this would activate the final phase to extend road and utilities. In May of this year, the estimated expense of the roadway and utility extension (\$500,000), plus wetland mitigation fee (\$162,760), was \$662,760. We are looking to have this figure updated, as well as determining the funding mechanism for construction of this roadway of approximately 350 feet, using perhaps the net sale proceeds and a CIP allocation.

### **III. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED**

The intended result is for the HEDC to recommend approval to the City Council of the Proposed PSA.

This would also promote economic development in the City in a manner that provides for increased property values, diversification across industry sectors, and high paying jobs.

### **V. FINANCIAL IMPACT AND STAFF ANALYSIS**

Highlights of the business terms related to this transaction include:

**Project:** New construction for a 12,000 sq. ft. building for Aroma Joe's headquarters to be relocated from Warren Avenue to lots 6 and 7, and associated final phase for PTP to extend the roadway by 350 feet, opening up three more development sites – Units 5, 6, and 7.

**Property Sale Price:** \$595,000.

**Estimated Project Property Taxes:** This new building is conservatively estimated to generate over \$26,000 annually in new City property taxes.

**Environmental Indemnifications:** The property will be sold in an "AS IS, WHERE IS" condition. Buyer to provide environmental indemnifications to the City.

**Buyer's Due Diligence Period:** Buyer will have eighteen months after the Effective Date of the Purchase and Sale Agreement to complete their due diligence. Provided that Buyer is conducting its due diligence in good faith, Buyer will have the right to three (3) sixty (60) day extensions of the Due Diligence Period. Buyer shall pay an additional Five Thousand Dollars (\$5,000) for each extension period, non-refundable (except in the event of Seller's default), but credited to the Purchase Price if a closing occurs.

**Property Closing:** Property closing shall be on or before the day is forty-five (45) days after, or Buyer's waiving of, the Due Diligence Period.

***Extension of Roadway:*** As soon as practicable after the Closing, and provided that Buyer has received a building permit for its Development, Seller shall commence construction of the “New Road” opening up lots 5, 6, and 7 for development, using net sale proceeds estimated at \$553,350 and a CIP allocation for the remaining costs. The May estimate for this construction was \$662,760; staff is currently having this estimate updated.

***City Right to Repurchase the Property:*** The City has the right to repurchase the property, at the sale price, but not the obligation, if Buyer does not timely commence construction.

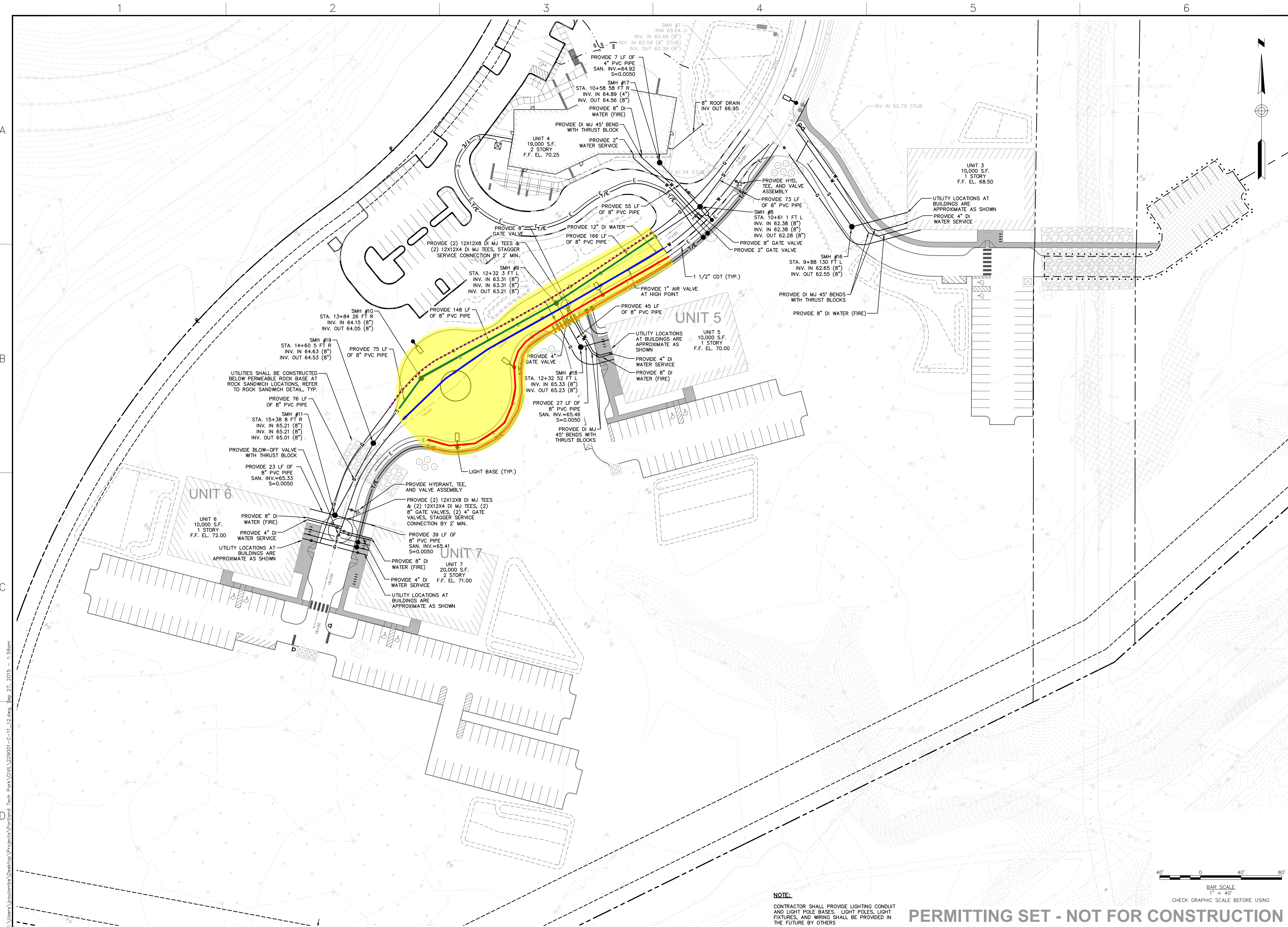
## **VI. RECOMMENDATION**

City staff recommends that the HEDC recommend to the City Council approval of the proposed Purchase and Sale Agreement.

## **VIII. LIST ATTACHMENTS**

- Portland Technology Park Site Plan Map Highlighting Roadway Extension, as well as Units Available for Purchase
- Proposed Purchase and Sale Agreement





C:\Users\scoulomb\Desktop\Projects\Portland Tech Park\CIVIL\229001-C-11-12.dwg, Sep 27, 2015 - 1:59pm

NOTE:  
CONTRACTOR SHALL PROVIDE LIGHTING CONDUIT AND LIGHT POLE BASES. LIGHT POLES, LIGHT FIXTURES, AND WIRING SHALL BE PROVIDED IN THE FUTURE BY OTHERS.

PERMITTING SET - NOT FOR CONSTRUCTION

41 Hutchins Drive  
Portland, Maine 04102  
800.426.4262 | www.woodardcurran.com

COMMITMENT & INTEGRITY DRIVE RESULTS

DESIGNED BY: AEA/JUS  
DRAWN BY: JBC

CHECKED BY: DAS  
229001-11.dwg

CITY OF PORTLAND  
ECONOMIC DEVELOPMENT OFFICE  
PORTLAND, MAINE  
& PATRONS OXFORD INSURANCE CO.

PORTLAND TECHNOLOGY PARK UPDATE  
& LCE 4 DEVELOPMENT

JOB NO.: 229001.01  
DATE: SEPTEMBER 2015  
SCALE:  
SHEET: 7 OF 14

C-06

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4 of 17



## PURCHASE AND SALE AGREEMENT

**THIS PURCHASE AND SALE AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date") is 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 **AJ HOLDING COMPANY, LLC**, a Maine Limited Liability Company, having its principal place of business 352 Warren Avenue, Portland, Maine 04103 (hereinafter referred to as "Buyer").

### WITNESSETH

**WHEREAS**, Seller owns an approximately 2.93 acre parcel of land located at the Portland Technology Park, City of Portland, County of Cumberland, State of Maine, being known as Unit 6, Unit 7, LCE For Unit 6, and LCE For Unit 7 on that certain Condominium Plat of Portland Technology Park Condominium, Rand Road, Portland, Maine dated March 9, 2016, prepared by SGC Engineering, LLC for the City of Portland – Declarant and recorded in the Cumberland Registry of Deeds on March 10, 2016, in Plan Book 216, Page 62 (the "Condominium Plat," a copy of which is attached hereto as Exhibit A and made a part hereof), and that certain Second Amended Subdivision Plat of Portland Technology Park Condominium dated March 8, 2016, prepared by SGC Engineering, LLC for the City of Portland approved by the City of Portland Planning Board on December 8, 2015 and recorded in the Cumberland County Registry of Deeds on March 10, 2016 in Plan Book 216, Page 63 (the "Subdivision Plat," a copy of which is attached hereto as Exhibit B and made a part hereof), and being further described as Unit 6 and Unit 7 of the condominium known as the Portland Technology Park Condominium, of which the Seller is the declarant as described in that certain Declaration of Condominium for the Portland Technology Park Condominium recorded in the Cumberland County Registry of Deeds on March 10, 2016, Book 32969, pages 97 as amended by a Certificate of Amendment To The Bylaws Of The Portland Technology Park Condominium Association dated December 14, 2018, recorded in the Cumberland County Registry of Deeds Book 35373, Page 323 (collectively, the "Declaration of Condominium"), together with all improvements, fixtures and rights appurtenant thereto, all as more particularly shown and depicted on Exhibit A (the "Property"). Title reference is made to a deed from Simon A. Snyder et alia to the City of Portland dated December 7, 1999 and recorded in the Cumberland County Registry of Deeds, Book 15211, Page 31; and

**WHEREAS**, Seller intends to sell the Property, and Buyer desires to acquire the Property and to construct on the Property an office building containing a minimum of 12,000 square feet of space to use as Buyer's corporate headquarters ("Buyer's Development").

**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.**

Seller agrees to sell the Property, and Buyer agrees to purchase the Property in accordance with the provisions hereof. It is hereby agreed and acknowledged that the actual description of the Property shall be determined based on the title and related due diligence work to be completed by Buyer pursuant to this Agreement and that such description shall be subject to Buyer's and Seller's final review and approval before including the same in the Deed (as that term is defined below) to be delivered by Seller to Buyer as set forth and described below.

**2. CONSIDERATION.**

The consideration for the property shall be Five Hundred Ninety-Five Thousand Dollars (\$595,000.00) ("Purchase Price"), payable as follows:

- (a) A deposit of Ten Thousand Dollars (\$10,000.00) to be paid by Buyer within two (2) business days of the Effective Date and held in escrow by Buyer's agent, Nate Stevens of The Boulos Company (the "Escrow Agent"), until closing and applied to the Purchase Price (or, if applicable, until returned to Buyer pursuant to this Agreement) (the "Deposit"); and
- (b) The Purchase Price, less the Deposit and any Extension Payments (defined below) to be paid by Buyer to Seller at closing by wire transfer, subject to the adjustments provided for in this Agreement.

**3. TITLE, APPROVALS, AND DUE DILIGENCE.**

- a. Due Diligence Period. Buyer will have from the Effective Date until 4:00 PM on the day that is eighteen (18) months after the Effective Date (the "Due Diligence Period") to complete any surveys and title examinations for the Property, and to obtain any site plan approvals, building permits, and any other permits and regulatory approvals required for the construction of Buyer's Development.
- b. Provided that Buyer is conducting its due diligence in good faith, Buyer shall have the right to three (3) sixty (60) day extensions of the Due Diligence Period. Prior to exercising the right to each such extension, Buyer shall pay an additional Five Thousand Dollars (\$5,000.00) (each an "Extension Payment") to the Escrow Agent, which Extension Payments shall be non-refundable (except in the event of Seller's default under the Agreement), but credited to the Purchase Price if a Closing occurs.
- c. Deed. Seller shall convey the Property to Buyer at the closing in fee simple with good and marketable title or insurable title, subject to: (a) easements, privileges, restrictions, conditions, development rights, special declarant rights, and agreements created by or referred to in the Declaration of Condominium, as well as the matters shown or disclosed on the Condominium Plat and the Subdivision Plat, as may be amended; (b) provisions of (i) the Maine



Condominium Act, and all amendments thereto; and (ii) the Declaration of Condominium, the bylaws and the plats and plans for The Portland Technology Park Condominium Association and all amendments or modification thereto; (iii) building, zoning and land use ordinances; (c) all restrictions required because the roadway serving the Portland Technology Park Condominium (including the Property), which roadway will continue to be owned by the Seller, was improved, in part, with funding from the United States Economic Development Administration (EDA), United States Department of Commerce, a copy of which restrictions is attached hereto as Exhibit C; and (d) such taxes and assessments, including common expenses allocable to the Property, if any, as are due and payable on the date of delivery of the Deed. At the closing, Seller shall execute and deliver to Buyer, against payment of the balance of the purchase price, a Municipal Quitclaim Deed without Covenant (the "Deed"). Further, Buyer acknowledges that the deed shall contain a restriction stating that in the event that the Property 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 Property had such property remained taxable.

- 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 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 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).

#### 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 Property 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 Property 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 Property.
- 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 Property, Buyer agrees to either return the Property 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 Property 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, Buyer will be entitled to a refund of the Deposit, 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 closing date and continuing thereafter. Because the Property is currently owned by the City of Portland, which is exempt from real estate taxes, no taxes will be assessed for the fiscal year during which the closing occurs and no taxes will be prorated at the closing, provided, however, that any assessments and utilities for the Property shall be prorated as of the closing. The Maine real estate transfer tax shall be paid by Buyer in accordance with 36 M.R.S.A. § 4641-A. Seller 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. RISK OF LOSS.**

The risk of loss or damage to the Property by fire or otherwise, until transfer of title hereunder, is assumed by the Seller. The Property is to be delivered in substantially the same condition as of the date of this Agreement unless otherwise stated. In the event Seller is not able to deliver the Property as stated, Buyer may terminate this Agreement and receive a refund of the Deposit.

## **7. PROPERTY SOLD "AS IS, WHERE IS."**

Buyer acknowledges that Buyer has had an opportunity to inspect the Property, and to hire professionals to do so, and that the Property 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 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. 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.

## **8. 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 time agreeable to the parties on or before the day that is forty-five (45) days after the expiration of or Buyer's waiving of the Due Diligence Period (the "Closing Date"). At the Closing:

- a. the City shall execute, acknowledge and deliver to Buyer a municipal quitclaim deed without covenant conveying to Buyer good and insurable title to the Property, 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 Property 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.
- e. Notwithstanding anything to the contrary in this Agreement, neither party shall be obligated to close on the purchase and sale of the Property unless Buyer has obtained site plan approval, a building permit, and all other permits and regulatory approvals (the "Approvals") required for the construction of Buyer's Development prior to the end of the Due Diligence Period. If Buyer has not received the Approvals by the end of the Due Diligence Period, either Seller or Buyer shall have the right to terminate this Agreement. If this Agreement is so terminated, and the Due Diligence Period has not been extended under section 3(b) above, Buyer will be entitled to the return of the Deposit on the condition that Buyer has, during the Due Diligence Period, made commercially reasonable efforts to obtain the Approvals, which efforts include, but are not limited to completing the Inspections, filing an application for site plan approval, and applying for a building permit. Buyer acknowledges and agrees that City is acting in its capacity as owner of the Property with regard to its status as a party to this Agreement, and not in its regulatory capacity.

**9. DEFAULT AND REMEDIES.**

- a. In the event of Buyer's default under any of the terms, covenants or conditions of this Agreement, Seller shall have the right to retain the Deposit, any Extension Payments, and any interest accrued thereon as aforesaid as liquidated damages for the breach and not as a penalty therefor. The Buyer and Seller acknowledge and agree that (i) it is not feasible to determine accurately the measure of damages that will be caused to Seller by the Buyer's breach because the uniqueness of the Property at its location preclude the utility of comparable figures to determine the extent of damages and (ii) that the amount stated as liquidated damages is agreed to reasonably forecast the amount necessary to compensate Seller for its loss in the light of the circumstances stated in clause (i) and the attendant uncertainties in marketing the Property to another purchaser.
- b. In the event that Seller fails to close hereunder for a reason other than the default of Buyer, Buyer may, as its sole remedy therefor, and subject to the terms of this paragraph, either (i) enforce specific performance of this Agreement against Seller, or (ii) terminate this Agreement and receive the Deposit and the Extension Payments, plus any interest earned or accrued thereon.

**10. POST-CLOSING OBLIGATIONS; SELLER'S RIGHT TO REPURCHASE.**

- a. **Extension of Right-of-Way and Utilities.** Seller hereby agrees and acknowledges that as soon as reasonably practicable after the Closing, and

provided that Buyer has received a building permit for Buyer's Development, Seller shall commence construction, at Seller's expense, of an extension of the existing right-of-way and utilities (including water, sewer, electricity conduit, and telecommunications conduit) within the Condominium (which right-of-way is known as Easement Area 1 and is shown on the Condominium Plat) from its current terminus to the entrance to the Property, all as generally depicted and described on Exhibit A (such section of said right-of-way and the associated utility facilities are referred to herein collectively as the "New Road," and the New Road is generally depicted as the cross-hatched area on Exhibit A). The construction of the New Road shall be completed by Seller's contractors in a good workmanlike manner and in accordance with the Declaration of Condominium and all applicable federal, state, and local laws, rules, regulations, and ordinances. If and when required, the Buyer shall grant to Seller any necessary easements or licenses that Seller may reasonably require in order complete construction of the New Road. Any such easements and licenses shall be in a form reasonably satisfactory to the Seller. The terms and conditions of this section will survive the closing on the purchase of the Property pursuant to this Agreement.

- b. **Buyer's Commencement of Construction.** Buyer hereby agrees that it shall commence construction of Buyer's Development within three (3) months after the later of (i) the day that the New Road is passable by construction vehicles required to commence construction of Buyer's Development, regardless of whether or not construction of the New Road is complete at that time, and (ii) the Closing Date.
- c. **Seller's Right to Repurchase.** If Buyer does not timely commence construction of Buyer's Development as set forth in this paragraph, Seller shall have the right, but not the obligation, to repurchase the Property at the Purchase Price. Upon Seller's exercise of its right to repurchase the Property, Buyer shall convey the Property to Seller free and clear of all mortgages, liens, and other encumbrances, except as set forth in the Condominium Plat, the Condominium Declaration, and the Subdivision Plat. This right to repurchase shall be assignable by the City.

The provisions of this Section 10 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.

## **11. 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.

## **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 Seller and Buyer.

**13. 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.

**14. GOVERNING LAW.**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Maine. The parties 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.

**15. NOTICE.**

Any notice required or permitted under this Agreement shall be deemed sufficient if mailed with first class postage affixed or delivered in person to:

FOR THE SELLER:      City of Portland  
                                 Attention: City Manager  
                                 389 Congress Street  
                                 Portland, ME 04101

FOR THE BUYER:      AJ Holding Company, LLC  
                                 352 Warren Avenue  
                                 Portland, Maine 04103  
                                 Attn: Loren Goodridge, CEO

Either party may change his address for purposes of this paragraph by giving the other party notice of the new address in the manner described herein.

**16. 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. A signature in a faxed, pdf or other reproduced or electronic document shall be considered the equivalent of an original signature.

**17. BROKERS.**

Seller and Buyer each represents and warrants that neither has dealt with a real estate broker in connection with this transaction, other than that Seller has been represented by Nate Stevens of The Boulos Company, and that Buyer has been represented by Brice O'Connor of The Boulos Company. Nate Stevens' commission will be paid by Seller



pursuant to the terms of a separate agreement between Seller and CBRE, and Brice O'Connor's commission will be paid by Nate Stevens. Buyer agrees to indemnify and hold harmless Seller from any claims made by any broker should Buyer's representation in this paragraph be false. Subject to and limited by the defenses, immunities and limitations of damages available to the Maine Tort Claims Act, Seller agrees to indemnify and hold harmless Buyer from any claims made by any broker should Seller'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.

**18. RECITALS INCORPORATED BY REFERENCE.**

The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

*Signature page follows.*

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals on the day and year first above written.

**CITY OF PORTLAND**

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_  
Danielle P. West  
Its Interim City Manager

**AJ HOLDING COMPANY, LLC**

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_  
Loren Goodridge  
Its CEO

Exhibit A  
[See Attached Condominium Plat]



Exhibit B  
[See Attached Subdivision Plat]

## Exhibit C

### **COMPLIANCE WITH EDA RESTRICTIVE COVENANTS**

The Seller and Buyer acknowledge that the Property was improved, in part, with funding from the United States Economic Development Administration (EDA), United States Department of Commerce, EDA Project Number 01-01-08630 and is subject to the terms and conditions of the EDA financial assistance award. Consequently, all recipients or owners and/or their successors and assigns, agree as follows:

Real Property or tangible Personal Property improved with EDA Investment Assistance must be used in a manner that is consistent with the authorized general and specific purposes of the Award, in this case, commercial purposes and EDA policies concerning adequate consideration and environmental compliance; and any applicable provisions of 13 CFR §314. It may not be used in violation of the nondiscrimination requirements set forth in 13 C.F.R. §302.20 or for inherently religious activities prohibited by applicable federal law.

Buyer agrees to provide Seller and/or EDA with any document, evidence or report required to assure compliance with federal and state law, including, but not limited to, applicable federal and state environmental laws.

The use of the Property, (improved with EDA assistance), for any purpose other than the authorized purpose of the EDA grant, which in this case is commercial uses, is prohibited. This covenant shall remain in effect for a period of twenty (20) years.