

1. 5:30 P.M. City Council Workshop Agenda

Documents:

[06-11-18 AGENDA.PDF](#)

2. 5:30 P.M. Maine Turnpike Authority Background Information

Documents:

[PORTLAND CITY COUNCIL BACKGROUNDER- MTA MAINLINE.PDF](#)

3. 5:30 P.M. Metro Presentation

Documents:

[PORTLAND CC WORKSHOP PRESENTATION_06-11-2018.PDF](#)

4. 5:30 P.M. Portland Downtown Presentation

Documents:

[PORTLAND CITY COUNCIL WORKSHOP PRESENTATION JUNE 11 2018 FROM CG.PDF](#)



CITY COUNCIL WORKSHOP

5:30 p.m.

City Hall – City Council Chambers

AGENDA

1. Maine Turnpike Authority
2. Metro
3. Portland Downtown Proposed Expansion
4. Executive Session
 - a. Bargaining Guidance for Local 740, International Association of Firefighters, AFL-CIO Pursuant to 1 M.R.S. Section 405(6)(D)
 - b. City's Legal Rights and Duties Re: Opioid Lawsuit Pursuant to 1 M.R.S. Section 405(6)(E)



Portland Area Mainline (PAM) Study
Background Information for Portland City Council
June 11, 2018

Portland Area Mainline Study Purpose Statement: The Maine Turnpike mainline through the Greater Portland area is an essential component of the regional and statewide transportation system. It provides safe and efficient mobility for regional through-traffic, as well as quick and convenient cross-town access to local businesses, municipalities, and other transportation modes.

The purpose of the Portland Area Mainline (PAM) Study is to assess safety and mobility deficiencies on the Maine Turnpike between Scarborough and Falmouth, Maine and, as needed, recommend practicable solutions that preserve and improve long-term highway mobility for the region in a manner that is consistent with the Sensible Transportation Policy Act, enhances the regional transportation system and meets Maine Turnpike Authority responsibilities and reasonable customer expectations.

Q. Where is the Turnpike Mainline and what does it do?

- Goes from Scarborough to Falmouth (Mile 44 to 53)
- Services Greater Portland region – Maine’s economic engine
- Provides primary access to Gray, Western Lakes/Mountains, Lewiston/Auburn, Bath/Brunswick and Downeast, as well as access to Westbrook, Jetport, Maine Mall, UNUM, other area businesses

Q. What is the problem?

- Traffic is growing: 3+% annually for past several years
- Mainline is 2 lanes. Crash rate on 2-lane sections higher than on 3-lane sections
- Road is nearing capacity – causing more slowdowns, crashes
- Average Annual Daily Traffic (AADT): 34,000 to 52,000 vehicles; Summer (August) 39,000 to 62,000 vehicles. This represents a 15-20% increase in summer.
- These numbers are similar to those on southern-area Turnpike in mid 1990s prior to widening to three lanes there.

Q. What are existing and future traffic conditions/conclusions?

- Data shows significant overcrowding/capacity issues by 2025; all road sections over capacity by 2040
- MTA is identifying and planning for solutions now
- Some solutions identified would take years to implement

Q. How has the public has been involved?

- Public Advisory Committee (PAC) created (See list of members below*)
- Four PAC meetings to date, final meeting June 19. All open to public comment.

- Municipal meetings with Scarborough, South Portland, Portland, Westbrook, Falmouth in May and June
- Online targeted public feedback May-June; Open House June 7 at Maine Mall
- Feedback from PAC, municipalities, and public part of MTA decision-making

Q. How were solutions were identified?

- In accordance with the Sensible Transportation Policy Act, the MTA is evaluating a full range of reasonable alternatives (solutions) that address need, are cost effective, and can be implemented in a reasonable time. Reasonable alternatives that do not require widening are considered first.
- Study Team initially identified nine alternatives to evaluate
- PAC added ten additional alternatives to evaluate

Q. What are the potential alternatives (solutions)?

- Expand Transportation Demand Management such as rideshare, work at home
- Add Congestion Pricing: charge higher tolls at peak travel times
- Implement Land Use Patterns that reduce transportation demand
- Increase and improve Interstate, Regional and Local Bus Service
- Increase and improve Commuter Rail and Local Freight Rail
- Implement Ramp Metering, which limits traffic entering the Turnpike
- Implement High Occupancy Vehicle (HOV) and High Occupancy Toll (HOT) Lanes
- Create a single additional Reversible Lane that moves traffic in a different direction for am and pm commute times
- Widen I-295 from Turnpike to Exit 11
- Widen I-295 with tolls from Turnpike to Exit 11
- Widen I-95 from Exit 44 to 53

The results

- Widen I-95 and HOV/HOT Lanes fully meet Study Purpose
- 11 alternatives partially meet Study Purpose; also show promise to improve regional transportation system
- Of the alternatives that fully meet Study Purpose:
 - Widen I-95 can be readily implemented
 - HOV/HOT lanes have uncertain timeframe; HOTs illegal in Maine
 - Both are cost effective
- Turnpike Authority currently considering effects of a combined alternative

Next steps

- PAC Meeting June 19th to present additional analysis and recommendations
- Final Report in July

***PAC members:** Lt. Eric Baker, State Police; Josh Benthien, Northland; Mike Shaw, Scarborough; Paul Bradbury, *Chair*, Portland Jetport; Chris Branch, City of Portland; Peter Carney, Long Creek Watershed Management District; Jim Cohen, Portland Regional Chamber; Mark Dion, Maine State Representative; Kristina Egan, GPCOG /PACTS; Ed Hanscom, MaineDOT; Greg Jordan, Portland Metro; John Melrose, NNEPRA; Scott Morelli, South Portland; Brian Parke, Maine Motor Transport; Ann Peoples, Westbrook; Nathan Poore, Falmouth; Steve Sawyer, MBTA; Kara Wooldrik, Portland Trails



Presentation to Portland City of Council

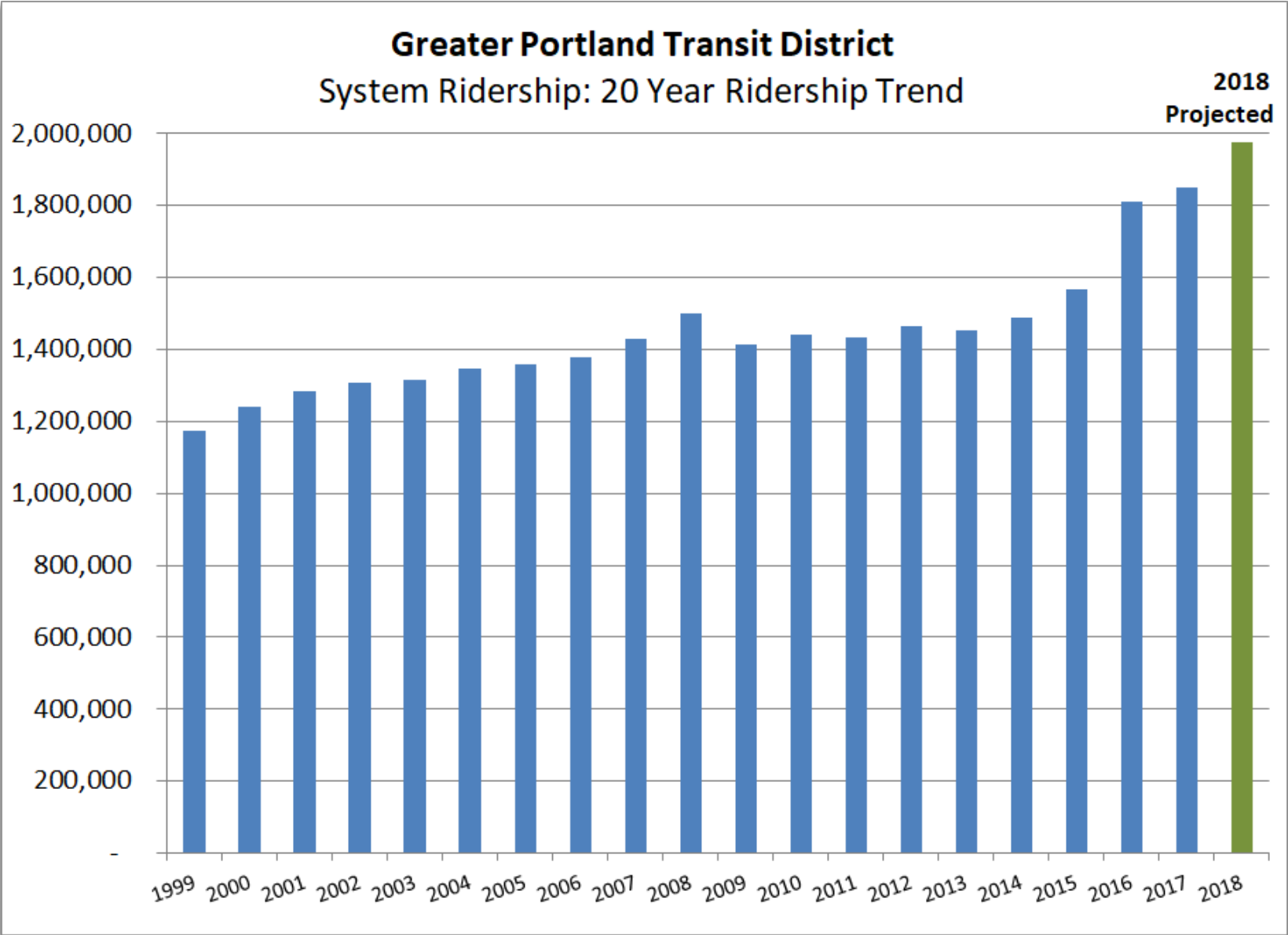
June 11, 2018



METRO 101

- METRO is a public sector, quasi-municipal agency.
- Eight (8) bus routes serving Brunswick, Falmouth, Freeport, Portland, South Portland, Westbrook and Yarmouth.
- Board of Directors: Portland, Westbrook and Falmouth.
- 44 CNG and Diesel powered buses (as of July 2018).
- 1.85 million boardings per year.
- 400-500 bus stops system wide spaced about ¼ mile apart.
- Weekday span of service: 5am-11pm; weekday frequencies: 20-60 minutes;
- Limited weekend service.
- All major corridors in Portland have transit service.

METRO Transit Ridership: System Level



PACTS Region Transit Agencies

Agency	Communities	Modes	CY 2016 Ridership*
Greater Portland Transit District	Portland, Westbrook, Falmouth, South Portland, Freeport, Yarmouth.	Local & Express Bus ADA Paratransit by RTP	1.8 million
City of South Portland	South Portland, Portland	Local Bus ADA Paratransit by RTP	270,426
Shuttlebus-Zoom	Biddeford, Saco, OOB, Scarborough, South Portland, Portland.	Local & Express Bus	186,960
Regional Trans. Program (RTP)	Throughout region.	ADA/Non-ADA Paratransit Express Bus	110,404 8,693
Casco Bay Island Transit District	Portland and Islands.	Ferry – Transit Ferry - Tours	1.0 million 58,516
Northern New England Passenger Rail Authority	Multiple communities from Brunswick to Boston.	Interstate Rail	473,923
York County Comm. Action Agency	Throughout York County.	Local Bus Paratransit	97,995 82,022

* MaineDOT Locally Coordinated Plan Updates

PACTS Region Transit Ridership

PACTS Region

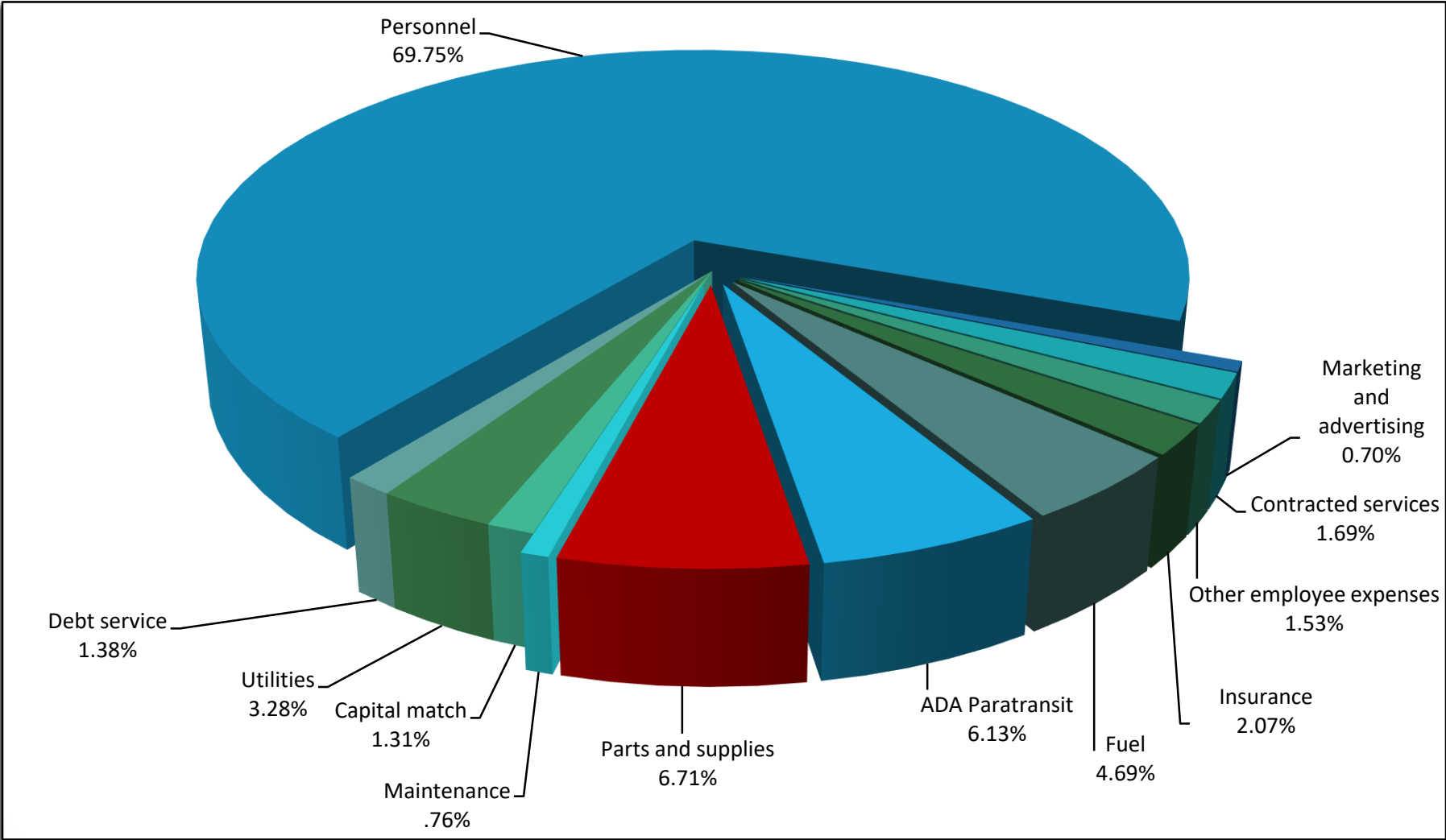
- 4.1 million boardings.
- PACTS Region population is + 200,000.
- Ridership Density = Transit Boardings per Capita.
- **PACTS Region Ridership Density is 15.0-20.0**
- 98th out of 290 systems.
- Ahead of Dallas, Cincinnati, Tampa, Detroit, Kansas City.*

Median National Ridership Density*

- UZAs over 1 million – 26.30
- UZAs under 1 million – 5.90

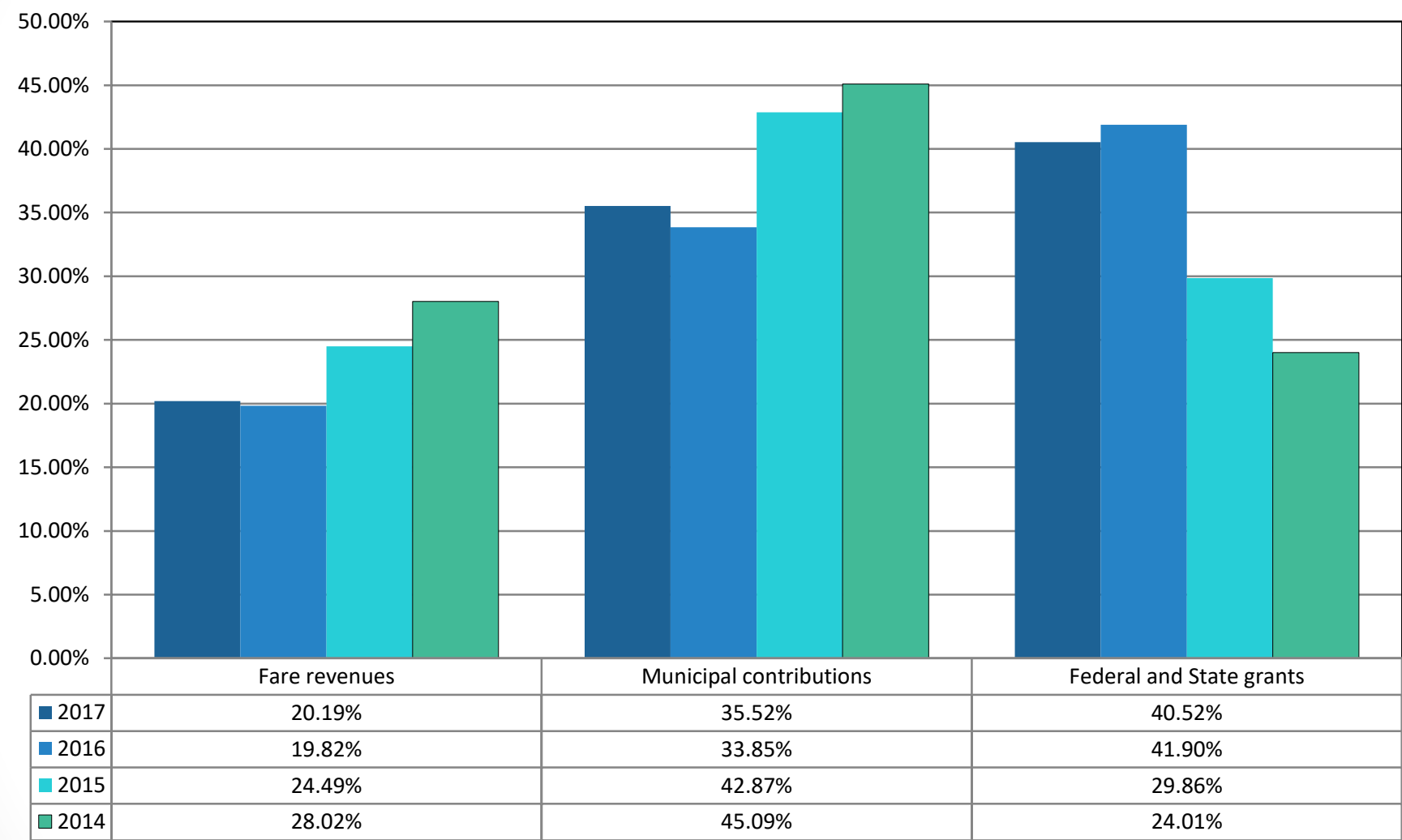
* FTA's National Transit Database

Metro 2017 Expense Distribution



Source: 2017 Annual Audit Prepared by RKO

Metro Funding Sources Distribution



Source: 2017 Annual Audit Prepared by RKO

Portland's Local Contributions: FY 2013-2019

Bus Service	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	Annual AVG
Contributions	\$ 2,439,138	\$ 2,439,138	\$ 2,511,910	\$ 2,485,115	\$ 2,572,744	\$ 2,639,635	\$ 2,709,916	\$ 54,156
% Change	n/a	0.0%	3.0%	-1.1%	3.5%	2.6%	2.7%	1.8%
ADA Paratransit	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2017-19	Annual AVG
Contributions	\$ 173,902	\$ 188,981	\$ 145,514	\$ 130,459	\$ 77,835	\$ 72,380	\$ 78,480	\$ (19,084)
% Change	n/a	8.7%	-23.0%	-10.3%	-40.3%	-7.0%	8.4%	-10.6%
Total Transit Funding								
Contributions	\$ 2,613,040	\$ 2,628,119	\$ 2,657,424	\$ 2,615,574	\$ 2,650,579	\$ 2,712,015	\$ 2,788,396	\$ 35,071
% Change	n/a	0.6%	1.1%	-1.6%	1.3%	2.3%	2.8%	1.1%

Recent Service Improvements

Year	Notable Improvements/Changes	System Ridership	% Inc.
2014	Bus stop consolidation project to improve travel times	1,489,116	
2015	Route and schedule reliability improvements.	1,568,136	5%
	Route 1 (Congress) and Route 5 (Outer Congress) restructured and improved.		
	Sunday service doubled.		
	Service improved on 4 minor holidays		
	Transit Pass Program with Portland Public Schools launched		
	Route 9 loop created including peak period frequency improvements		
2016	New bus shelters and stop improvements	1,810,825	15%
	Real-time bus arrival and ITS dispatch implemented		
	Metro Breez launched		
	Metro assumes contract oversight of ADA Paratransit		
2017	Metro Breez expanded to Brunswick with frequency improvements	1,850,686	2%
2018	Modernized replacement and expansion buses - refreshed brand	1,975,000	7%
	Husky Line and Route 3 implemented August 2018		
	Bus stop improvements and shelters installed - refreshed bus stop signs.		
	Updated and improved web site - July 2018		
	Transit Pass Program with USM launched - August 2018		
4 Year Ridership Gain		485,884	30%

Transit Pass Program with Portland Public Schools

Initial 3-Year Program Renewed for 2018-2021

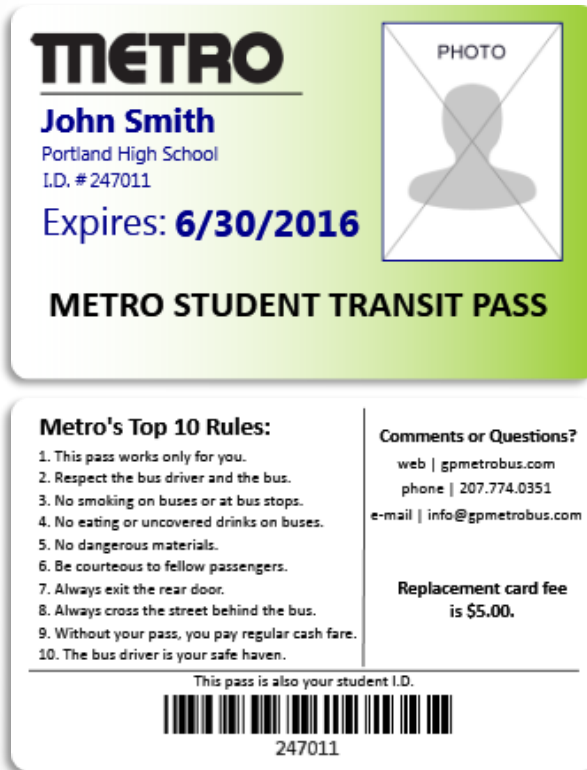


Photo Attribution: Portland Press Herald, 09/09/2015

Transit Pass Program with Portland Public Schools

- Improves student mobility and independence and promotes life skills development.
- May positively impact student attendance (*requires further study*).
- Frees-up parents' time, reduces automobile use, improves household budgets.
- Provides PPS greater flexibility with bell times and internal transportation resources.
- Increases transit service, ridership and promotes transit use.
- Leading to greater mobility, more transit-oriented development, a more sustainable city and youth more prepared for life.



STUDENT BENEFITS



FAMILY BENEFITS



PPS BENEFITS

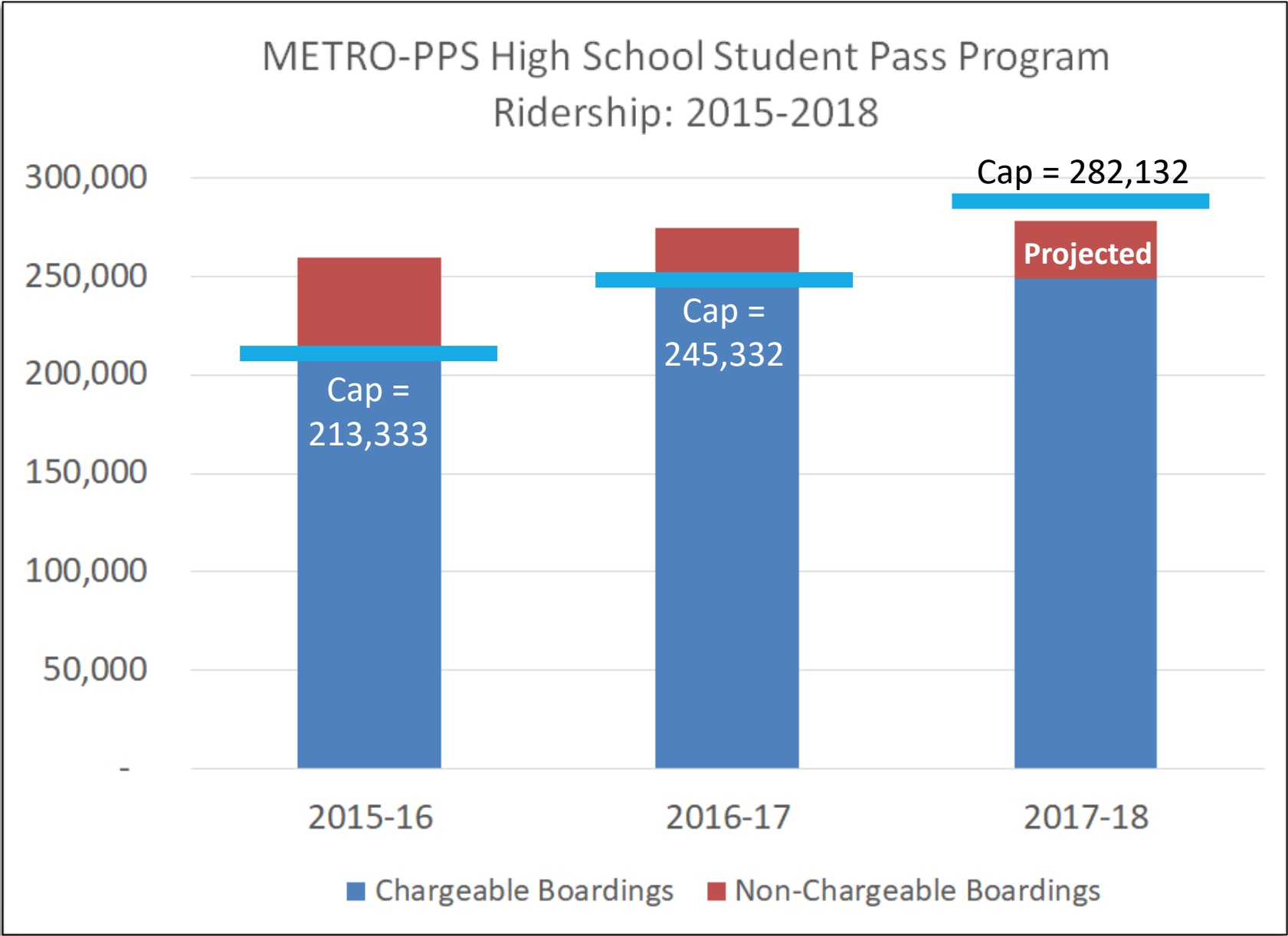


TRANSIT BENEFITS

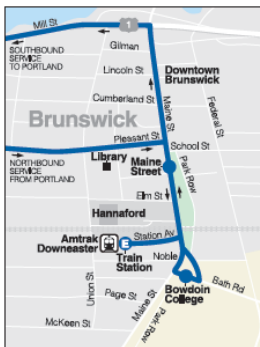
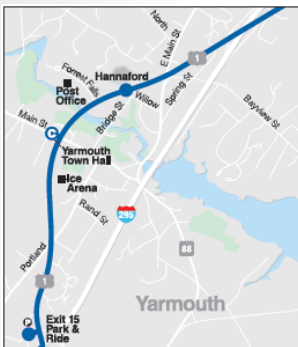


COMMUNITY BENEFITS

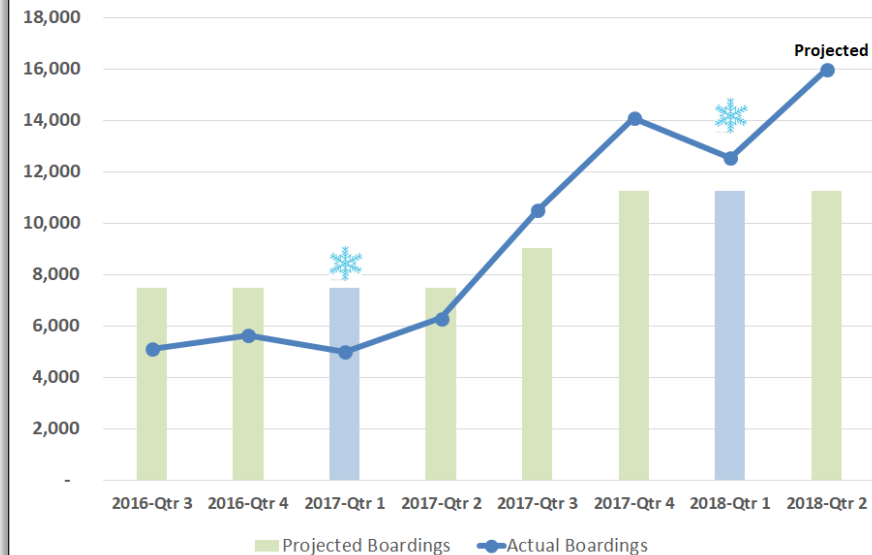
Transit Pass Program with Portland Public Schools



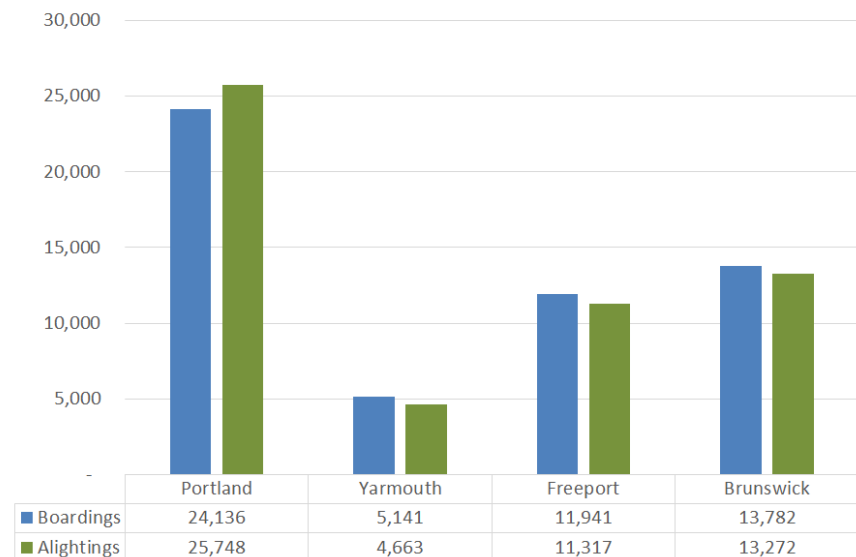
METRO Transit Ridership: BREEZ



METRO BREEZ
Actual vs. Project Ridership | July 2016-June 2018



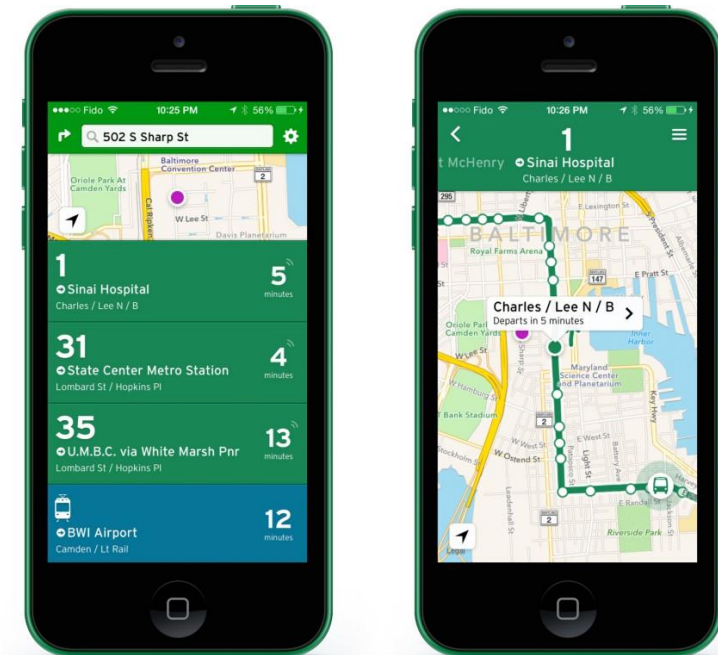
METRO BREEZ - BOARDINGS/ALIGHTINGS BY COMMUNITY
12 Month Estimate Based on APC Data and Total Ridership



New Technology

Real-time Arrival Information by App, Text and Desktop

- Southern Maine Transit Tracker (SMTT)
- Metro, South Portland, Casco Bay Lines and Greater Portland Council of Governments.



Bus Shelters and ADA/Pedestrian Improvements

Bus Stop Improvements/Shelters

- 2016-17: 16 bus shelters and 6 ADA/Ped improvements.
- 2018: 7 bus shelters and 7 ADA/Ped improvements.
- 2019: 8-10 sites subject to funding

Transit Stop Access Project

- ADA/Pedestrian Accessibility and Mini-hubs.
- \$2.3 million in funding.
- Multi-agency project serving numerous communities.
- Preliminary planning completed in 2017.
- Design-engineering 2018-2019.
- Construction in 2020.



Snow Removal at Bus Stops

Metro staff plows/clears snow from all bus shelters.

Challenging to clear snow/ice from 500 bus stops

Strategies Pursued:

1. Leverage municipal snow removal operations:
Not feasible.
2. Contracted snow removal and haul-away:
Too expensive and insufficient coverage.
3. **On-demand temporary labor:**
 - *Piloted in 2017.*
 - *Collective Bargaining Agreement issues resolved.*
 - ***Successfully implemented winter 2018.***



METRO Replacement and Expansion Buses

Refreshed Logo and Exterior Paint Scheme



METRO Replacement and Expansion Buses

Modern interior, 3 position bike racks, WI-FI, in seat USB Ports



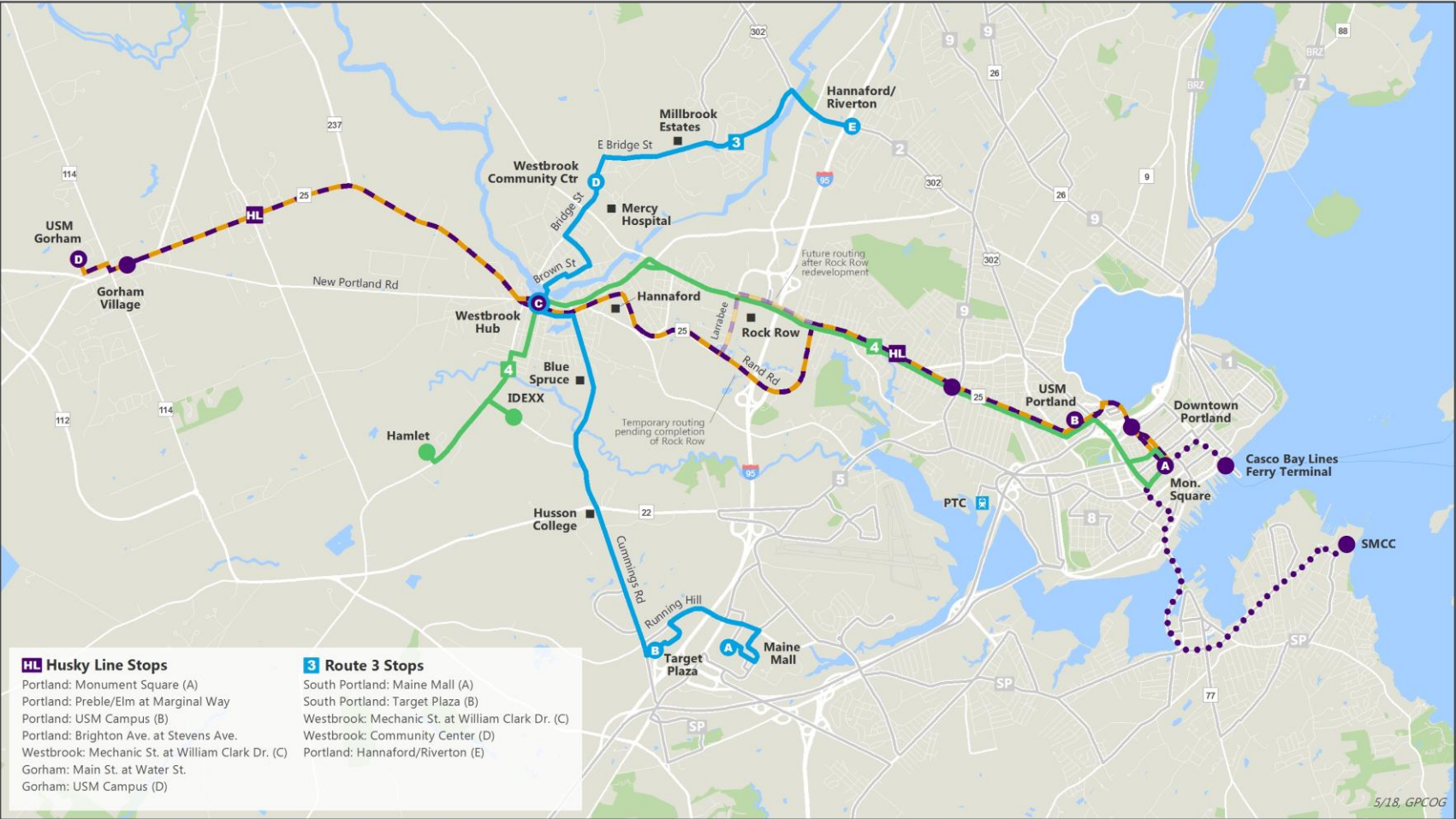
Updated Bus Stop Signs



Transit West Project

New Routes: Husky Line and Route 3; Restructured Routes, 2, 4, and 5 (August 2018)

Transit West Expansion



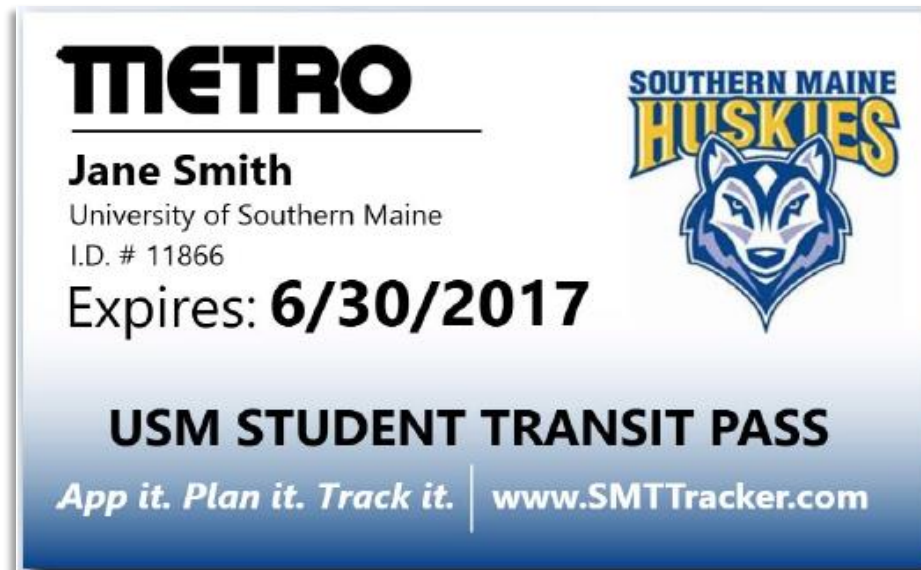
— Husky Line
 ····· Husky Line (Possible Future Extensions)
 — Route 3
 — Route 4
 — Metro / SPBS Routes

Husky Line – Final Route



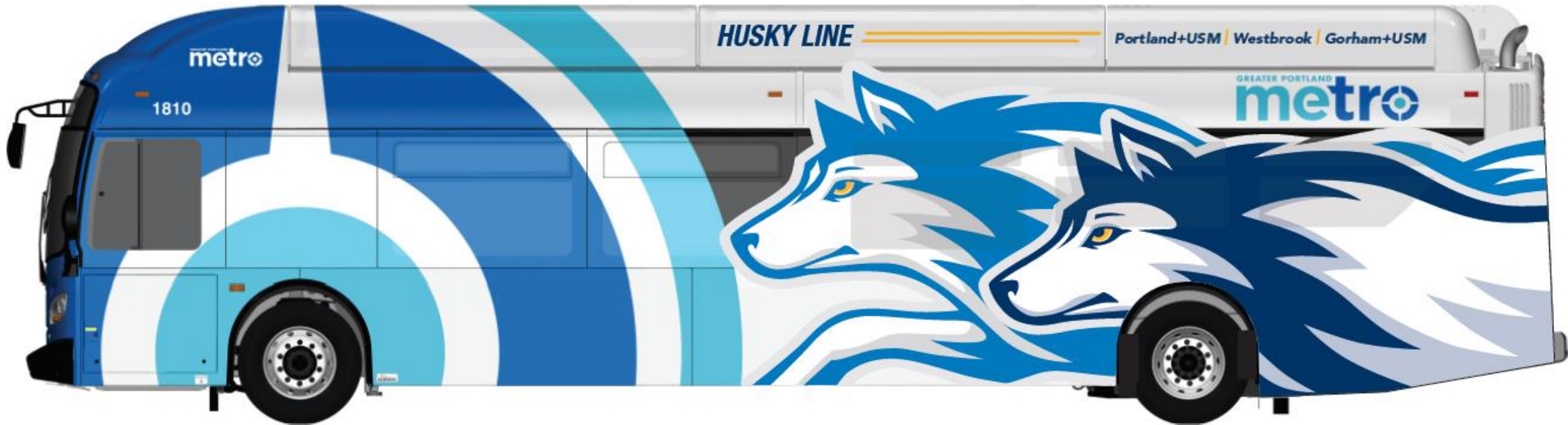
Transit Pass Program with USM

Valid for all students, staff and faculty



Husky Line Bus Wrap

Final Design Approved by Metro and USM



Metro-USM Agreement Pending on Cost Sharing and Advertising Revenue Offset

New Technology

Automated Fare Collection and Mobile Fare Payment Options (coming 2019)



Electronic Passes | Smart Cards | Mobile Devices

Allows infinite expansion of employer based pass programs

Supports innovative pricing models

Improves equity of cost of using transit

Battery Electric Bus Initiative

FTA Low-No Emission Grant Program:

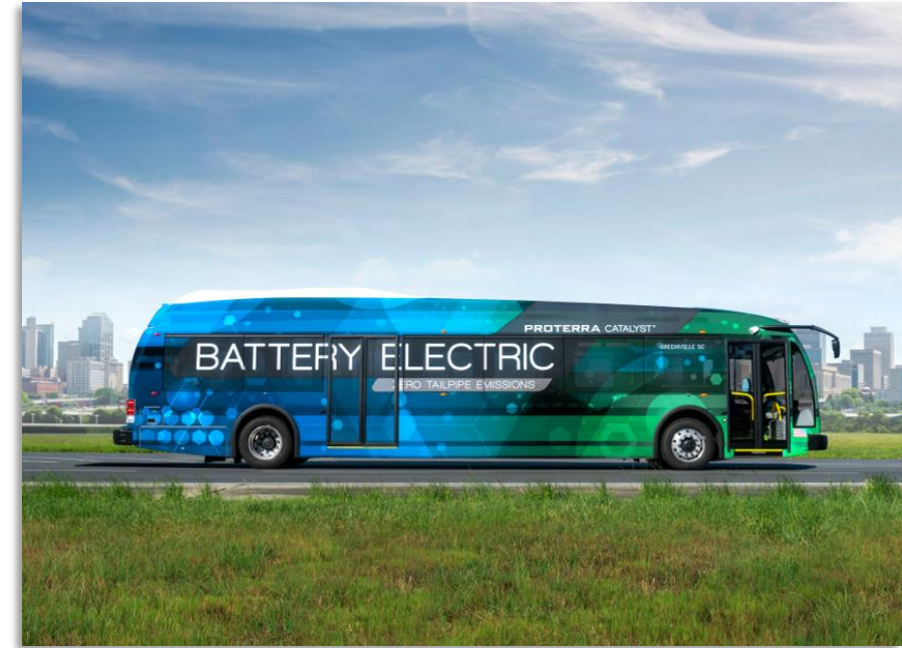
- \$84 million available nationally in 2018 program.
- Streamlined federal requirements.
- Maine has competitive advantage.

State of Maine VW Settlement Funding:

- \$3 million made available to Metro/Shuttlebus-Zoom.
- Must replace pre-2009 diesel buses.
- Must reduce NOx emissions.

Metro Strategy:

- Seek funding for four (4) electric buses.
- Replace (4) 2004 35 foot diesel buses.
- ***Deploy on restructured and re-branded Portland Peninsula Circulator.***



PACTS Regional Transit Development Plan

- **Phase 1 - Guide near terms investments (6 year time horizon):**
 - Completed December 2017 – moving to implementation.
 - Maintain-improve the existing transit system.
 - Enhance mobility, safety, connectivity and accessibility for all in the region.
 - Leverage useful findings from past studies, engage public and stakeholders, conduct scenario modelling.
- **13 Recommendations Spanning 4 Core Areas:**
 - Optimize service planning and delivery.
 - Increase promotion and public awareness.
 - Improve regional integration.
 - Expand funding sources.

Moving Southern Maine Forward



Near-term Goals and Objectives

- Implement fare pricing and new payment technology in 2019.
- Continue improving bus stops and installing bus shelters.
- Secure funding for battery electric buses.
- Work with city of Portland to plan and restructure peninsula transit to support mobility needs.
- Work toward aligning City-Metro strategic goals for mobility in Portland.
- Work with GPCOG to advance Regional Transit Development Plan Phase II.
- Investigate opportunities for piloting autonomous transit.

Thank you!!

Questions and Input

Portland City Council Workshop

Portland Downtown FY19

Casey T Gilbert
Executive Director



Formation of Portland Downtown (Downtown Improvement District, Inc)

- Established in 1992 as the result of a feasibility study for a downtown improvement district
- Organized as a 501c4 nonprofit
- Enabling state legislation



Articles of Incorporation

Within the geographic area designated, as the Downtown Improvement District in the City of Portland, as amended from time to time, the purposes of this corporation shall be:

- a. To represent the business, cultural and residential community in the on-going development and management of downtown Portland;
- b. To create a safer, cleaner, well-managed downtown area so that Portland can successfully compete as an environment in which to live, do business, invest, shop and visit;
- c. To stimulate commercial, retail, tourist and cultural activities through improved marketing and promotional initiatives, which enhance the image of downtown Portland.



Board Structure

Section 4.1 Elected Directors.

- a. The Legal Affairs Committee shall be responsible for overseeing elections and determining qualifications under this section.
- b. A majority of Directors shall be elected by Property Owners (e.g.10 of 18). This requirement may not be changed without amending the Articles of Incorporation.
- c. At least three (3) Directors shall be elected by the Property Owners in accordance with the “weighted voting” of Section 5.2.(f) for the following Stakeholder Cluster:
 - Professional Services (Legal/ Accounting/Financial/Insurance/Marketing/Technology/Business Consulting);And one (1) Director from the following Stakeholder Sector:
 - Residential (1, 2 or 3 units);
- d. One Director shall be elected directly by qualified members of each of the following Stakeholder Sectors:
 - Accommodations (Hotels & B&Bs)
 - Cultural (Educational, Tax-Exempt/Non-Profit)
 - Entertainment (Class X-Lounge; Class IV-Tavern)
 - Retail
 - Restaurant (Full Service Class XI)
- e. Between four (4) and eight (8) “At Large” Directors shall be an owner, manager or principal officer who is elected by the Property Owners in accordance with the “weighted voting” of Section 5.2 (f) from any of the following Stakeholder Sectors:
 - Parking Lot;
 - Office Property;
 - Multi-unit Residential (4 or more units)



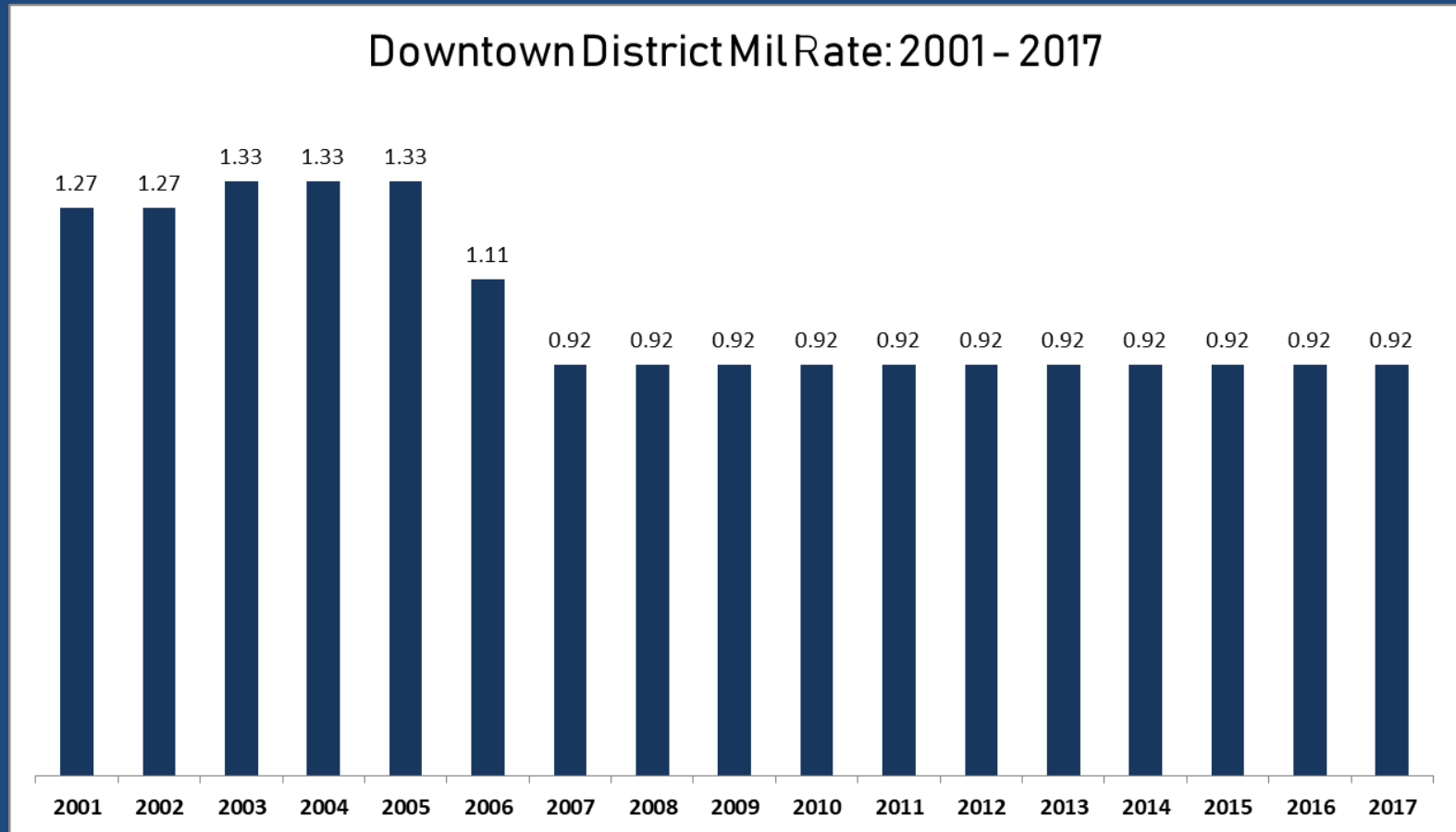
How we're funded

Portland Downtown is funded through a supplemental tax on property owners within the downtown improvement district. Currently, the mil rate for the DID is \$0.92 per \$1,000 of assessed value.

The City of Portland's property tax rate, for comparison, is \$21.65 per \$1,000 of assessed value.



PD mil rate over the years

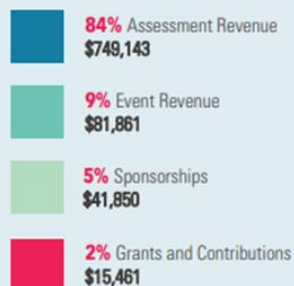
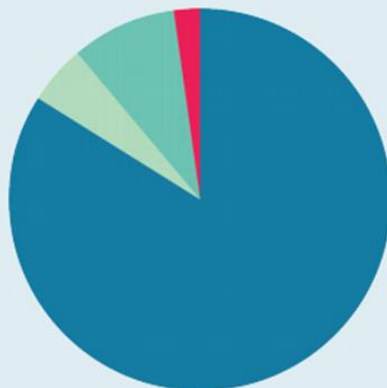


Financial Snapshot

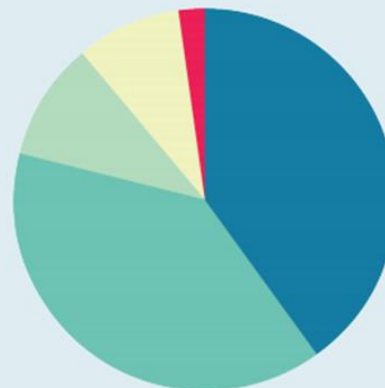
FINANCIALS

For Fiscal Year 2017 (July 1, 2016 – June 30, 2017)

INCOME: \$888,315



EXPENSES: \$888,288



Portland Downtown Staff and Crew

The Portland Downtown annual budget supports 4 full-time administrative staff, 5 full-time and 2 seasonal downtown Public Works staff, and 4 seasonal cadets.



STAFF

Casey Gilbert
Executive Director

Amy Geren
Downtown Experience Liaison

Adam MacDonald
Marketing Coordinator

Taffy Eaton
Office Manager



How we are guided

Our mission, which reflects the purposes as outlined in our articles of incorporation and our bylaws: *Portland Downtown, a 501c4 nonprofit organization, is in the business of maintaining a clean and safe downtown while building and promoting a vibrant business, residential and tourism destination.*

Our 5-Year Strategic Plan, which focuses on four key areas: Vitality, Experience, Growth, and Advocacy.

Master & Supplemental Services Agreements with the City of Portland.



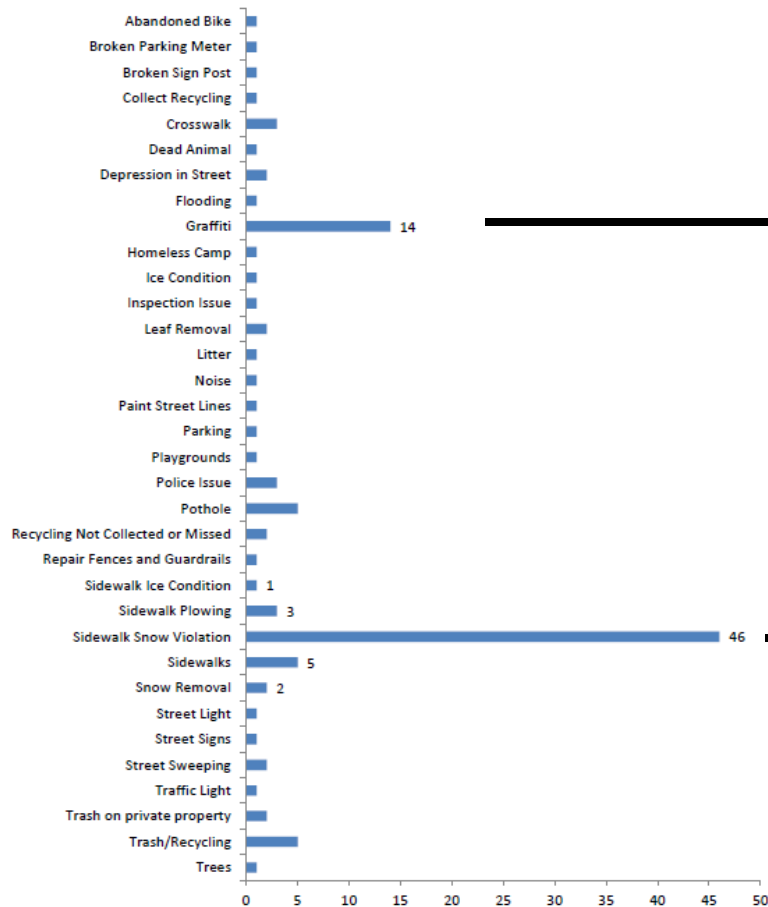
Why an expansion?

- Growth initiative: *“Portland’s downtown has grown significantly since PDD was established in 1992. However, the organization’s footprint has not grown beyond its initial boundaries. A specific plan is needed to expand.”* Note: the last expansion was in 2004. (Council order 158-03/04)
- Board retreat in February of 2017 focused on this initiative and established the Growth Ad-Hoc Committee.
- Growth Ad-Hoc Committee: met weekly, outreach, research, data collection. Recommendations put forth to the Board, which were approved.
- Process and outreach: Portland Downtown held two public meetings and also presented at the City of Portland’s Economic Development Committee. Notices were sent to property owners via post mail. City Councilors were informed through email and one-on-one meetings.
- City staff involvement: Economic Development Department, Department of Public Works, City Tax Assessor, GIS Department, Finance Department, Corporation Counsel, and the City Manager.



See, Click, Fix (expansion area)

Fix It! Portland Requests: 2017 Within Downtown District Proposed Expansion Area **116 Requests for Service**



Graffiti

Sidewalk Snow
Violation



Why a mil rate increase?

Portland Downtown operates at a net zero budget and has a fiscally conservative Board.

For FY19, we have been presented with contract increases for: Supplemental Services, Graffiti Busters, the downtown Cadet Program, and Pandora's Winter Lights. Additionally, administrative costs, such as healthcare, and operations costs, such as rent, are also increasing.

Real estate valuations are not increasing at the same rate as organizational expenses.

If there is a revaluation in future years, it is possible that the mil rate would be reduced.

Portland Downtown's mil rate fluctuated every year, until the recession, when it flatlined.

In order to achieve our mission, we must remain fiscally healthy.



Downtown is a mix of residential and commercial uses

Revisiting our organizational purpose, which was drafted in 1992 and is still a part of our organizational bylaws today: Within the geographic area designated, as the Downtown Improvement District in the City of Portland, as amended from time to time, the purposes of this corporation shall be:

- a. To represent the business, cultural and residential community in the on-going development and management of downtown Portland;
- b. To create a safer, cleaner, well-managed downtown area so that Portland can successfully compete as an environment in which to live, do business, invest, shop and visit;
- c. To stimulate commercial, retail, tourist and cultural activities through improved marketing and promotional initiatives, which enhance the image of downtown Portland.

In the current district, 39.9% of properties are residential. With the expansion, that number will increase to 44.6%, according to the City Tax Assessor.



A nod to our partners and sponsors

PROGRAM PARTNERS

City of Portland's Police Department: Co-management of our award-winning Summer Cadet program

Visit Portland: Co-management of our Visitor Information Booth in Tommy's Park

LearningWorks: Partnership on our award-winning Graffiti Busters program

Milestone's HOME Team: Partnership to provide outreach, support, and services to our most vulnerable populations

Pandora LaCasse: Artistic collaboration to bring light and vibrant color to downtown during the winter months

Maine Green Power: Partnership to provide renewable energy for special events including the Old Port Festival

City of Portland's Tobacco Prevention Program: Collaboration to make special events smoke and tobacco free

Portland Buy Local: Our co-host for Downtown Worker Appreciation Day

Portland Press Herald: Our publication partner for the annual Downtown Directory

EVENT SPONSORS

AARP Maine

Bangor Savings Bank

Bard Coffee

Bixby Bars

Cabot Cheese

Casco Bay Ford

Central Distributors

Coffee By Design

Courtyard Marriott

Diversified Communications

East Brown Cow Management

Fatface

Frito Lay Northern New England

Harmon's Floral Company

Hood Eggnog

Hyatt Place Portland - Old Port

J.B. Brown & Sons

Live + Work in Maine

Machias Savings Bank

MaineHealth

MEMIC

MHR Management LLC

Nappi Distributors

National Distributors

Northland

Old Port Magazine

People's United Bank

Pine State Trading Co.

Portland Food Co-op

Portland Glass

Renewal By Andersen

South Portland Wine Co.

Stonewall Kitchen

Sue's Needhams

Sunsweet

SVN | The Urbanek Group

Top of the Old Port Parking

Trader Joe's



Thank You



PORTLAND DOWNTOWN DRAFT BUDGET FY19 WITH EXPANSION

Current mil rate	0.92
Proposed new mil rate (with expansion)	1.03

FY19

INCOME

ASSESSMENT INCOME	\$	962,162
-------------------	----	---------

EVENT INCOME

LIGHT UP YOUR HOLIDAYS

TREE LIGHTING SPONSORSHIPS	\$	8,000
----------------------------	----	-------

WINDOW DISPLAY CONTEST SPONSOR	\$	500
--------------------------------	----	-----

HORSE + WAGON RIDE SPONSORSHIPS	\$	6,000
---------------------------------	----	-------

SHOP FOR A CAUSE SPONSORSHIP	\$	1,500
------------------------------	----	-------

MERRY MADNESS TICKET SALES	\$	17,500
----------------------------	----	--------

MERRY MADNESS SPONSORSHIP	\$	5,000
---------------------------	----	-------

Total Light Up Your Holidays	\$	38,500
------------------------------	----	--------

POLICE AWARDS BANQUET	\$	5,000
-----------------------	----	-------

DOWNTOWN WORKER APPRECIATION DAY	\$	3,000
----------------------------------	----	-------

SUMMER KICK OFF WEEKEND

SQUARE HOP SPONSORSHIP	\$	2,000
------------------------	----	-------

OPF SPONSORSHIPS	\$	2,500
------------------	----	-------

OPF INCOME	\$	47,500
------------	----	--------

Total Summer Kick Off Weekend	\$	52,000
-------------------------------	----	--------

Total EVENT INCOME	\$	98,500
--------------------	----	--------

DIRECTORY PARTNERSHIP/CONTRIBUTION	\$	5,000
------------------------------------	----	-------

GRANT INCOME	\$	5,000
--------------	----	-------

CONTRIBUTIONS INCOME	\$	1,000
----------------------	----	-------

PARK & WORK INCOME	\$	1,000
--------------------	----	-------

Total Income	\$	1,072,662
--------------	----	-----------

Expense**CLEAN INITIATIVES**

SUPPLEMENTAL SERVICES CONTRACT	\$	380,000
DID TAX POSTAGE & COLLECTION FEES	\$	5,000
REPAIRS & IMPROVEMENTS	\$	15,000
Total Clean Initiatives	\$	400,000

EMPLOYEE COSTS

PAYROLL	\$	250,000
HEALTH & DENTAL	\$	30,000
LIFE & DISABILITY INSURANCE	\$	3,500
PAYROLL PROCESSING FEE	\$	1,200
PAYROLL TAX EXPENSE	\$	17,500
EMPLOYEE PARKING & BUS	\$	5,000
SIMPLE IRA MATCH	\$	4,000
Total Employee Costs	\$	311,200

PROGRAMS & PARTNERSHIPS

WINTER LIGHTS/PANDORA LACASSE	\$	57,500
VISITOR INFORMATION BOOTH/VISIT PORTAND	\$	10,000
POLICE CADET PROGRAM EXPENSE	\$	32,500
LEARNING WORKS	\$	14,000
MILESTONE HOMETEAM	\$	6,500
Total Programs & Partnerships	\$	120,500

RENT & UTILITIES

RENT	\$	20,000
CAM CHARGES	\$	10,200
TAXES- PERSONAL PROPERTY	\$	900
ELECTRIC	\$	1,700
GAS	\$	1,500
TELEPHONE & INTERNET	\$	4,000
Total Rent & Utilities	\$	38,300

OPERATIONS

BANK SERVICE CHARGES	\$	100
CLEANING	\$	4,000
COPIER	\$	3,000

IT SUPPORT	\$	1,250
MEMBERSHIPS, DUES & SUBSCRIPTIONS	\$	4,000
EQUIPMENT EXPENSE	\$	3,500
POSTAGE	\$	4,500
SUPPLIES	\$	3,000
WEBSITE HOSTING + DEVELOPMENT	\$	1,250
SUBCONTRACTORS	\$	3,500
MISCELLANEOUS EXPENSE	\$	2,000
RESERVE FUND	\$	15,000
Total Operations	\$	45,100

MARKETING

GENERAL MARKETING	\$	25,000
DIRECTORY DISTRIBUTION	\$	5,000
SPONSORSHIPS/PARTNERSHIPS	\$	3,000
Total Marketing	\$	33,000

INSURANCE

DIRECTORS & OFFICERS	\$	650
GENERAL/EVENTS/LIQUOR	\$	6,000
WORKERS COMPENSATION	\$	1,100
Total Insurance	\$	7,750

PROFESSIONAL FEES

ACCOUNTING	\$	3,500
ANNUAL ELECTIONS	\$	2,500
LEGAL	\$	4,000
Total Professional Fees	\$	10,000

ORGANIZATIONAL ACTIVITIES

STAKEHOLDER + VOLUNTEER APPRECIATION	\$	2,000
MEETINGS	\$	2,000
PROFESSIONAL DEVELOPMENT	\$	6,500
Total Organizational Activities	\$	10,500

EVENTS

LIGHT UP YOUR HOLIDAYS

LUYH GENERAL MARKETING	\$	5,000
TREE LIGHTING: MARKETING	\$	5,000
TREE LIGHTING: PERFORMERS & SOUND	\$	4,000
TREE LIGHTING: SECURITY	\$	1,500
TREE LIGHTING: STAGE	\$	2,000
TREE LIGHTING EVENT MANAGEMENT	\$	1,000
RETAIL EVENTS	\$	1,500
WAGON RIDES	\$	7,500
MERRY MADNESS: MARKETING	\$	2,000
MERRY MADNESS: EVENT	\$	13,500
MERRY MADNESS EVENTBRITE FEES	\$	2,000
MERRY MADNESS: EVENT MANAGEMENT	\$	1,200
TOY FUND DONATION	\$	1,200

Total Light Up Your Holidays	\$	47,400
------------------------------	----	--------

POLICE AWARDS BREAKFAST	\$	4,250
-------------------------	----	-------

DOWNTOWN WORKER APPRECIATION DAY	\$	2,500
----------------------------------	----	-------

SUMMER KICK OFF WEEKEND

SQUARE HOP ENTERTAINMENT	\$	2,000
SQUARE HOP MARKETING	\$	1,000
OPF MARKETING	\$	5,000
OPF PERMITS	\$	10,000
OPF SECURITY	\$	3,000
OPF ELECTRICIAN	\$	7,000
OPF EVENTBRITE FEES	\$	3,500
OPF EVENTS MANAGER	\$	6,000
OPF MISC (golf carts, etc)	\$	3,500

Total Summer Kick Off Weekend	\$	41,000
-------------------------------	----	--------

TOTAL EVENTS	\$	95,150
--------------	----	--------

PARK AND WORK	\$	1,000
---------------	----	-------

TOTAL EXPENSE	\$	1,072,500
---------------	----	-----------

NET INCOME (LOSS)	\$	162
-------------------	----	-----

PORTLAND DOWNTOWN DRAFT BUDGET FY19

NO EXPANSION

Current mil rate	0.92
Proposed new mil rate (current district)	1.11

FY19

INCOME

ASSESSMENT INCOME	\$	932,702
-------------------	----	---------

EVENT INCOME

LIGHT UP YOUR HOLIDAYS

TREE LIGHTING SPONSORSHIPS	\$	7,500
WINDOW DISPLAY CONTEST SPONSOR	\$	500
HORSE + WAGON RIDE SPONSORSHIPS	\$	5,000
SHOP FOR A CAUSE SPONSORSHIP	\$	1,500
MERRY MADNESS TICKET SALES	\$	16,500
MERRY MADNESS SPONSORSHIP	\$	5,000

Total Light Up Your Holidays	\$	36,000
------------------------------	----	--------

POLICE AWARDS BANQUET	\$	5,000
-----------------------	----	-------

DOWNTOWN WORKER APPRECIATION DAY	\$	3,000
----------------------------------	----	-------

SUMMER KICK OFF WEEKEND

SQUARE HOP SPONSORSHIP	\$	2,000
OPF SPONSORSHIPS	\$	2,500
OPF INCOME	\$	47,500
Total Summer Kick Off Weekend	\$	52,000

Total EVENT INCOME	\$	96,000
--------------------	----	--------

DIRECTORY PARTNERSHIP/CONTRIBUTION	\$	5,000
------------------------------------	----	-------

GRANT INCOME	\$	5,000
--------------	----	-------

CONTRIBUTIONS INCOME	\$	1,000
----------------------	----	-------

PARK & WORK INCOME	\$	1,000
--------------------	----	-------

Total Income	\$	1,040,702
--------------	----	-----------

Expense**CLEAN INITIATIVES**

SUPPLEMENTAL SERVICES CONTRACT	\$	363,000
DID TAX POSTAGE & COLLECTION FEES	\$	5,000
REPAIRS & IMPROVEMENTS	\$	15,000
Total Clean Initiatives	\$	383,000

EMPLOYEE COSTS

PAYROLL	\$	250,000
HEALTH & DENTAL	\$	30,000
LIFE & DISABILITY INSURANCE	\$	3,500
PAYROLL PROCESSING FEE	\$	1,200
PAYROLL TAX EXPENSE	\$	17,500
EMPLOYEE PARKING & BUS	\$	5,000
SIMPLE IRA MATCH	\$	4,000
Total Employee Costs	\$	311,200

PROGRAMS & PARTNERSHIPS

WINTER LIGHTS/PANDORA LACASSE	\$	48,000
VISITOR INFORMATION BOOTH/VISIT PORTLAND	\$	10,000
POLICE CADET PROGRAM EXPENSE	\$	32,500
LEARNING WORKS	\$	14,000
MILESTONE HOMETEAM	\$	6,500
Total Programs & Partnerships	\$	111,000

RENT & UTILITIES

RENT	\$	20,000
CAM CHARGES	\$	10,200
TAXES- PERSONAL PROPERTY	\$	900
ELECTRIC	\$	1,700
GAS	\$	1,500
TELEPHONE & INTERNET	\$	4,000
Total Rent & Utilities	\$	38,300

OPERATIONS

BANK SERVICE CHARGES	\$	100
CLEANING	\$	4,000
COPIER	\$	3,000

IT SUPPORT	\$	1,250
MEMBERSHIPS, DUES & SUBSCRIPTIONS	\$	4,000
EQUIPMENT EXPENSE	\$	3,500
POSTAGE	\$	4,500
SUPPLIES	\$	3,000
WEBSITE HOSTING + DEVELOPMENT	\$	1,250
SUBCONTRACTORS	\$	3,500
MISCELLANEOUS EXPENSE	\$	2,000
RESERVE FUND	\$	15,000
Total Operations	\$	45,100

MARKETING

GENERAL MARKETING	\$	20,000
DIRECTORY DISTRIBUTION	\$	5,000
SPONSORSHIPS/PARTNERSHIPS	\$	3,000
Total Marketing	\$	28,000

INSURANCE

DIRECTORS & OFFICERS	\$	650
GENERAL/EVENTS/LIQUOR	\$	6,000
WORKERS COMPENSATION	\$	1,100
Total Insurance	\$	7,750

PROFESSIONAL FEES

ACCOUNTING	\$	3,500
ANNUAL ELECTIONS	\$	2,500
LEGAL	\$	4,000
Total Professional Fees	\$	10,000

ORGANIZATIONAL ACTIVITIES

STAKEHOLDER + VOLUNTEER APPRECIATION	\$	2,000
MEETINGS	\$	2,000
PROFESSIONAL DEVELOPMENT	\$	6,000
Total Organizational Activities	\$	10,000

EVENTS

LIGHT UP YOUR HOLIDAYS

LUYH GENERAL MARKETING	\$	5,000
TREE LIGHTING: MARKETING	\$	5,000
TREE LIGHTING: PERFORMERS & SOUND	\$	4,000
TREE LIGHTING: SECURITY	\$	1,500
TREE LIGHTING: STAGE	\$	2,000
TREE LIGHTING EVENT MANAGEMENT	\$	1,000
RETAIL EVENTS	\$	1,500
WAGON RIDES	\$	7,500
MERRY MADNESS: MARKETING	\$	2,000
MERRY MADNESS: EVENT	\$	13,500
MERRY MADNESS EVENTBRITE FEES	\$	2,000
MERRY MADNESS: EVENT MANAGEMENT	\$	1,200
TOY FUND DONATION	\$	1,200

Total Light Up Your Holidays	\$	47,400
------------------------------	----	--------

POLICE AWARDS BREAKFAST	\$	4,250
-------------------------	----	-------

DOWNTOWN WORKER APPRECIATION DAY	\$	2,500
----------------------------------	----	-------

SUMMER KICK OFF WEEKEND

SQUARE HOP ENTERTAINMENT	\$	2,000
SQUARE HOP MARKETING	\$	1,000
OPF MARKETING	\$	5,000
OPF PERMITS	\$	10,000
OPF SECURITY	\$	3,000
OPF ELECTRICIAN	\$	7,000
OPF EVENTBRITE FEES	\$	3,500
OPF EVENTS MANAGER	\$	6,000
OPF MISC (golf carts, etc)	\$	3,500

Total Summer Kick Off Weekend	\$	41,000
-------------------------------	----	--------

TOTAL EVENTS	\$	95,150
--------------	----	--------

PARK AND WORK	\$	1,000
---------------	----	-------

TOTAL EXPENSE	\$	1,040,500
---------------	----	-----------

NET INCOME (LOSS)	\$	202
-------------------	----	-----



May 23, 2018

To City Manager Jennings, City Councilors, and Mayor Strimling:

On behalf of the Portland Downtown Board of Directors, we are pleased to present to you our development letter for fiscal year 2019. Each year, we enter into a partnership with the City of Portland that is bound by two agreements: a Master Contract and Supplemental Services Agreement. Since these enhanced services are in addition to what the City provides for Baseline Services, downtown property owners collectively leverage a supplemental tax, which provides funding for the additional public works operations, programs, and services of Portland Downtown, a 501(c)4 nonprofit organization. The mission of Portland Downtown is to ensure that downtown is clean, safe, and vibrant. This is a mighty task, which cannot be achieved by one organization, but requires the cooperation and collaboration with not only the City of Portland, but with other partner organizations, which include the Portland Police Department, Learning Works, the Milestone Foundation, Amistad, and Visit Portland – to name a few.

Portland Downtown was established in 1992 and has spent the past 25 years working towards establishing programs and services that are in line with our mission and provide value to our stakeholders. Over the past three years, we have focused on executing initiatives in our five-year strategic plan, which include four focus areas: Vitality, Experience, Growth, and Advocacy. We have also increased our staff to add a full-time Marketing and Communications Coordinator and a Downtown Experience Liaison. Our Marketing & Communications Coordinator, Adam MacDonald, helped to see us through our rebranding – from Portland’s Downtown District, to Portland Downtown – and to amplify our mission and impact. Our Downtown Experience Liaison, Amy Geren, has brought a data-savvy approach to our programs – establishing data collection tools and metrics for success to evaluate the Supplemental Services that are provided over and above what the City would traditionally provide. For example, because of Amy’s Supplemental Services Agreement tracker, we know that our Downtown Public Works crew spent 2,848 hours on litter patrol, collection, and disposal, while our Downtown Police Cadets had 649 business visits and 275 Special Attention (SA) checks in 2017. Our small but mighty staff is working 24/7 to ensure that all who live, work, visit, and own property in the downtown district receive value from our programs and see Portland Downtown as their advocate.

Advocacy was an area that our Board found most rewarding – delivering three letters in two years to the City of Portland on the following issues: Sound, Parking & Transportation, and Panhandling. Our advocacy issues were vetted through our organizational Advocacy Policy, to ensure that they met the criteria for further

exploration. Once approved by the Board, Ad-Hoc Committees were established to convene public forums, research best practices, and to find feasible recommendations and solutions that we could get behind and work with the City on together. As a result, the Sound Oversight Committee was reinvigorated and meets monthly with public comment, the sound ordinance is under review by city staff, and recommendations for changes will be brought to the Health & Human Services Committee. With regard to parking and transportation, Portland Downtown partnered financially with the City of Portland on both a Parking Study and a Multi-Modal Transportation Marketing Campaign. The Panhandling Ad-Hoc Committee compassionately focused on addressing the greatest needs in downtown, which are issues around safety, homelessness, poverty, and social service need. As a result of the findings of the committee, combined with data collected through the Downtown Police Cadet program, Portland Downtown developed a Peer Outreach Worker (POW) Program in partnership with Amistad and was awarded a Community Development Block Grant for FY19. We also hosted, in partnership with Preble Street and Homeless Voices for Justice a two-part workshop, called "Cultivating Compassion: A Workshop on Homelessness". The workshop was promoted as "A workshop for the business community to explore the causes & impacts of homelessness and how we can work together to effect change through advocacy in action." Portland Public Library graciously hosted the workshop and Portland Buy Local, the Portland Community Chamber of Commerce, and Visit Portland were event partners. Finally, Portland Downtown created a "Helpful Community Resources" rack card, to help identify local organizations that provide food, shelter, and other resources, as well as quick links to the Police Non-Emergency number, the HOME Team, and the POW Program. Our Board of Directors takes their role in advocacy seriously, understands fully that we must be part of the solution, and is willing to continually work towards better outcomes for all - in order to support a thriving, economically healthy downtown.

With 25 years of history and three intense years of strategic advocacy and partnerships behind us, we now turn to the final two years of our current 5-year strategic plan. Realizing that the definition of downtown is changing and expanding and that the demands on our organization are also growing, our Board established a Growth Ad-Hoc Committee to explore the possibilities of district expansion and to evaluate our organizational capacity. What the committee discovered, was a demand for our supplemental services in an area adjacent to downtown, which was also experiencing new commercial development and where Baseline Services have not been enough. Through a data driven process, which included weekly meetings, walking the District and adjacent areas, public outreach, and numerous meetings with our property owners,

adjacent property owners, city staff and councilors, the committee put forth a recommendation for a conservative expansion of the district. The recommendation was approved by our Board of Directors and received unanimous support from the Economic Development Committee. Members of the Economic Development Committee encouraged Portland Downtown to consider further geographic expansions in future, and our Board will make that a priority for consideration as we embark on our next strategic planning process in the next 12-18 months. Council will be asked to vote on the proposed expansion in June, in addition to renewing our Master and Supplemental Services contracts, with a budget to support implementation of programs and services to a level of quality that our stakeholders have come to expect.

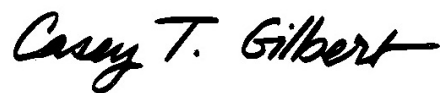
In the coming years, our organization wants to further improve upon the implementation of our Supplemental Services, our internal operations, and on our communication and outreach to stakeholders. In FY19, the Board will establish a Finance Committee and will work closely with the Marketing & Events Committee to find ways that we can improve communications about the implementation of our vital programs and Supplemental Services, in addition to our beloved community events, such as the Tree Lighting in Monument Square, Merry Madness, Downtown Worker Appreciation Day and Summer Kick-Off Weekend.

Portland Downtown, which is self-governed by the very individuals and organizations that provide its annual operating budget, takes its mission seriously and aims every year to develop a fiscally-conservative budget, which will provide the greatest return on investment to its stakeholders and the broader community. Continuous improvement, with a mission-driven approach is how our Board of Directors sees their role in the management and oversight of Portland Downtown. The volunteer Board, full-time staff, program staff, and organizational volunteers all believe that a vibrant downtown translates to a sustainable, successful, livable city. We look forward to continuing our well-established, mutually beneficial partnership with the City of Portland and eagerly embark on our next fiscal year, ready to provide a continued, enhanced value to a clean, safe, and vibrant downtown.

All the best,

A stylized, handwritten signature in black ink, appearing to read 'Kim Volk'.

Kim Volk
Chair, Board of Directors

A handwritten signature in black ink that reads 'Casey T. Gilbert'.

Casey Gilbert
Executive Director



Downtown District

CITY of PORTLAND, MAINE

June, 2015



**Portland
Downtown District
Boundary Map**
May 11, 2018



ATTACHMENT 1

Legend

- Downtown Existing District
- Proposed Downtown District

MASTER AGREEMENT
BETWEEN THE CITY OF
PORTLAND AND
DOWNTOWN IMPROVEMENT DISTRICT,
INC.
D/b/a PORTLAND DOWNTOWN

AGREEMENT made by and between the **CITY OF PORTLAND**,
a municipal corporation of the State of Maine,
hereinafter referred to as the "**CITY**" and **DOWNTOWN**
IMPROVEMENT DISTRICT, INC., d/b/a PORTLAND DOWNTOWN, a
Maine non-profit corporation, having its office and place
of business at Portland, Maine, hereinafter referred to
as the "**CORPORATION**".

WHEREAS, the **CITY** has established a Downtown Improvement
District; and

WHEREAS, the **CITY** desires to have certain services
performed by the **CORPORATION**, as described in this
Agreement, within the **CITY's** Downtown Improvement District
(hereinafter referred to as the "**District**"; and

WHEREAS, the **CITY** desires to contract with the
CORPORATION for the provision of certain services to be
provided in the District;

NOW, THEREFORE, in consideration of the covenants herein
contained, the parties hereto mutually agree as follows:

ARTICLE I. FINANCIAL CONSIDERATIONS

1. The **CITY** will levy development district assessments on property in the District, as authorized by the City Council and permitted by law. **CITY**-owned property, as well as property which is tax exempt under Maine law, shall not be assessed by the **CITY**.
2. For the period commencing July 1, 2018 and ending June 30, 2019 the City will pay the **CORPORATION** in monthly installments, to reflect the assessments collected by the City, less the **CITY**'s direct and indirect costs, such as, but not limited to, postage, publication, lien costs and costs of delinquent collection. Installment payments will be made on the 1st of each month beginning July 2018 through and including June 1, 2019.
3. The **CITY** may adjust such payments, after an advisory consultation with representatives of the **CORPORATION** either: (i) in order to equal the net assessments collected; or (ii) in the event of any challenge to the assessments which includes a request for a refund, to withhold such amounts as the Director of Finance may deem necessary to protect the City from any order or judgment requiring it to make a refund.

In addition to the foregoing, the **CITY** will pay in a lump sum, within thirty (30) days from the close of the fiscal year, any amount assessed in a prior year, but collected in a subsequent year. Said payment by **CITY** shall be in the amount of the net assessment collected as provided herein, less any amounts remaining to be reimbursed under a prior year Master Agreement or Supplemental Services Agreement with the **CITY**. **CITY** will provide the **CORPORATION** with written detail as to any deductions taken from payments under this paragraph.

4. Advancements made hereunder shall be reimbursed to the **CITY** from receipts from development district assessments, net of any of the costs referred to in Paragraph 2.
5. Notwithstanding the foregoing, **CORPORATION** agrees that it will neither encumber funds which it anticipates receiving from development district assessments nor incur

expenditures in anticipation of receipt of such funds except in accord with the line items in the budget attached hereto as Exhibit A, or any subsequent amendments thereto approved by the **CITY**.

6. The **CITY** and the **CORPORATION** have accepted the **CORPORATION's** budget and Development Program in Exhibit A, covering the period beginning on July 1, 2018, and ending on June 30, 2019. City Council approval of the assessment mil rate provides funding to support the **CORPORATION'S** budget and Development Program.
7. The parties agree that the acceptance of the budget by the **CITY** is for planning purposes only and does not obligate the **CITY** to pay the **CORPORATION** said amounts. **CORPORATION** specifically acknowledges the **CITY's** right to either terminate or reduce its payments as provided in Paragraph 2.
8. The **CORPORATION** will provide the Director of Finance with an annual certified financial statement in a form acceptable to him, including, but not limited to, a statement of its cash position. At a minimum, the statement shall list all income and expenses, and shall be provided to the Finance Director within six (6) months after the fiscal year ends.
9. The Director of Finance of the City of Portland will advise the **CORPORATION**, from month to month, of the amounts the **CITY** has collected from the assessments referred to herein, so that the **CORPORATION** can amend its budget to conform with the amount of money which may be available to it from the net proceeds of the development district assessments.
10. The **CITY** will maintain the level of "Basic Services" described in the memorandum which is attached hereto as Exhibit B.
11. The **CORPORATION** shall have reasonable access to the **CITY's** assessment collection records, and the **CITY** shall have reasonable access to the **CORPORATION's** books and records.

12. The Director of Finance shall determine the net amount collected by the City from development district assessments. In determining such amount, he shall deduct from the amounts so collected all costs (whether direct or indirect) incurred by the **CITY** both in establishing and also in administering the development district; all costs of assessments and collections; and, if the **CITY** should collect interest on delinquent assessments, such interest shall not be included in the "net amount collected".
13. The Director of Finance shall determine the "net amount collected from development district assessments" as well as the amount to be withheld by the **CITY** in the event of a challenge which includes a request for a refund. The **CORPORATION** may appeal his determination within fourteen (14) days to the **CITY** Manager whose decision will be final.

ARTICLE II. SERVICES

A. ORGANIZATION OF CORPORATION.

The **CORPORATION** will:

1. Provide staff and administrative services for supervision of the daily activities and public space management of the District.
2. Establish positions for administration and management of the program; recruit, hire, and pay and otherwise supervise the work force necessary to implement this charge.
3. Establish a corporate Board of Directors whose members fairly represent a cross section of taxpayers in the District.
4. Establish a mechanism for resolving any dispute to the kind and level of services which may arise between the **CORPORATION** and persons subject to development district assessments regarding the kind and level of services provided by the

CORPORATION.

5. Provide liaison between the **CITY**, the District, property owners, civic groups, interested persons, and other groups and individuals, as directed by the **CITY** Manager and necessary to insure the successful implementation of District services.

6. Maintain all minutes and records of proceedings as may be required.

B. SERVICES AUTHORIZED TO BE PROVIDED BY CORPORATION.

The **CORPORATION** is authorized to provide the following services to supplement the **CITY's** "Basic Services" as described in Exhibit B.

1. Decorate and beautify public places in the District.

2. Sponsor and promote public events to take place on or in public places in the District.

3. Advertise and promote non-profit, cultural, educational and commercial business activities in the District.

4. Maintain information and directional signing for the District in accordance with applicable City codes and ordinances.

5. Improve public relations, generating favorable publicity for, and enhancing economic growth in, the District.

6. Manage vending activities, kiosks and information booths.

7. Sweep and clean sidewalks in the District.

8. Clean and erase graffiti.

9. Maintain vegetation and greenery in the public areas.

10. Remove trash and litter.

11. Wash, maintain and relocate street furniture, trash cans, drinking fountains, street lanterns, telephones and undertake minor repairs to street furniture.

12. Remove snow.

13. Provide for security of public areas.

14. Carry out the downtown improvement program authorized and approved by the **CITY** Council as set forth in this Agreement.

C. AUTHORITY OF CORPORATION.

Nothing in this Agreement shall be construed to limit the **CORPORATION's** general powers, as set forth in the Maine Nonprofit Corporation Act, Title 13-B of the Maine Revised Statutes Annotated.

ARTICLE III. TERM OF AGREEMENT

This Agreement shall commence on July 1, 2018, and continue through, June 30, 2019.

ARTICLE IV. TERMINATION

This Agreement may be terminated by either party for good cause. Good cause shall be deemed to be found by the **CITY** at such time as the **CORPORATION's** performance under this Agreement has been determined in the exclusive judgment of the **CITY** Manager to be unsatisfactory which determination shall not be unreasonable.

If the **CORPORATION** should fail to perform any material covenant, obligation or agreement hereunder for a period of thirty (30) days after written notice from the **CITY** Manager specifying such failure, then, upon expiration of the thirty (30) day period, the **CITY** Manager may provide the **CORPORATION** with notice of his intention to terminate the Agreement as provided herein.

The **CORPORATION** shall have a ninety (90) day period, computed from the date of receipt of the notice of intent to terminate, within which to provide satisfactory service. In the event the **CITY** Manager should determine, at the expiration of the ninety (90) day period, that the **CORPORATION's** performance is still unsatisfactory and declare that the Agreement is terminated, the **CORPORATION** shall have the right to appeal his decision to the City Council.

The appeal to the **CITY** Council shall be filed with the **CITY** Manager within seven (7) business days from the date the **CORPORATION** receives the notice of termination.

The terms and conditions of this Agreement shall remain in full force and effect and binding on both parties until the **CITY** Council has acted on the appeal.

The **CORPORATION** shall be deemed to have good cause to terminate this Agreement if (i) the **CITY**, pursuant to the provisions of Article I, should reduce its anticipated payments by more than 20% of the amount it would otherwise have paid during the periods from July 1, 2018 to December 31, 2018, and January 1, 2019 to June 30, 2019; (ii) if the **CITY** should be more than 30 days in arrears in any payment due hereunder; or (iii) the **CITY** should fail to maintain "Basic Services", as that phrase is defined herein, in a material and substantial way.

In the event the **CORPORATION** should have "good cause" to terminate this Agreement, its relief shall be limited solely to termination of this Agreement, and it shall not be entitled to damages of any kind nor to equitable relief.

Nothing herein shall be construed as giving the **CORPORATION** the right to perform the work contemplated under this Agreement beyond the time when the **CORPORATION's** services become unsatisfactory as determined by the **CITY** Manager, following the ninety (90) day notice period, or, in the event of an appeal, beyond the time the **CITY** Council has affirmed the **CITY** Manager's decision. In case the **CORPORATION** should be discharged before all the services contemplated hereunder have been completed, or the services for any reason should be stopped, either because of the expiration of the term hereof or because of the inability of the **CORPORATION** to fulfill its obligations under this Agreement, the **CORPORATION** shall be reimbursed for all services

satisfactorily performed to the date of termination in accordance with Article II hereof. After notice of termination and completion of the appeal process, the **CORPORATION** shall:

- A. With respect to existing activities, take only such actions as the **CITY** Manager shall direct;
- B. Assign to the **CITY** in the manner, at the times and only to the extent the **CITY**, acting by and through its **CITY** Manager, may direct it to do so, all the rights, title and interest of the **CORPORATION** in and to all existing orders and agreements.
- C. To the extent rights, title and interests of the **CORPORATION** in and to existing orders and agreements may be assigned to the **CITY** and accepted by it; obligations incurred on or after such assignment will be assumed by the **CITY**. Otherwise, the **CORPORATION** shall settle all outstanding liabilities and all claims arising out of any terminated orders or agreements.
- D. Deliver to the **CITY**, in the manner, at the times and to the extent directed by the **CITY** Manager, all documents and data produced by the **CORPORATION** as part of or in connection with the work.

ARTICLE V. ASSIGNMENT

The **CORPORATION** covenants and agrees that it will neither assign nor transfer any rights hereunder, either in whole or in part, without first obtaining the prior written consent of the **CITY**.

ARTICLE VI. AREA COVERED

The services will be provided by the **CORPORATION** in the area designated by the **CITY** Council as the Downtown Improvement District of the **CITY** (hereinafter the "District"). A description and map thereof are attached as Exhibits C and D respectively and incorporated herein.

ARTICLE VII. STANDARD OF PERFORMANCE

All services performed under this Agreement either by or on behalf of the **CORPORATION** shall be performed in a good, workmanlike fashion to the reasonable satisfaction of the **CITY** Manager. All Basic Services performed by or on behalf of the City pursuant to Exhibit B shall be performed in a good, workmanlike fashion to the reasonable satisfaction of the Portland Downtown Board of Directors.

ARTICLE VIII. MANAGEMENT OF PERFORMANCE

The **CITY's** Director of Public Works and/or designee and the **CORPORATION'S** Executive Director and/or designee agree to meet and communicate on a monthly basis using a standard meeting agenda format to address regular topic reviews, including but not limited to quality control in service delivery, updated information on service activities, programs and projects. These services are detailed in this Agreement, its Exhibits, and also in the Supplemental Services Agreement executed contemporaneously with this Master Agreement - and its Exhibit(s).

ARTICLE IX. COMPLIANCE WITH LAW

The **CORPORATION** will comply with all applicable provisions of Federal, State, and local law, including, but not limited to, the Civil Rights Act of 1964, in its performance under this Agreement. The **CORPORATION** shall include a similar provision in each of its subcontracts.

ARTICLE X. INDEMNIFICATION

The **CORPORATION** shall, at its own cost and expense, defend, indemnify, and hold harmless the **CITY**, its officers, agents, and employees, from and against the following:

- (a) to the fullest extent permitted by law, the **CORPORATION** shall defend, indemnify and hold harmless the **CITY**, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including but not limited to costs of defense, including attorney's fees, arising out of or resulting from the performance of this Agreement, provided that any such claims, damage, loss or expense is: (1)

attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss or use thereof; and (2) is caused in whole or in part by any negligent act or omission of the **CORPORATION**, anyone directly or indirectly employed by it, or anyone for whose act it may be liable;

(b) all claims and liens of the **CORPORATION's** consultants, subcontractors, and their laborers, mechanics, materialmen, and/or suppliers.

Such obligation shall not be construed either to negate or abridge any other obligation of indemnification, and shall not be limited by any provision for insurance contained in this Agreement.

ARTICLE XI. INSURANCE

Neither the **CORPORATION** nor any of its subcontractors shall commence work under this Agreement until they have provided the insurance coverage required by this Agreement and such coverage has been approved by the **CITY**.

Prior to the execution of this Agreement, the **CORPORATION** will procure and maintain occurrence-based Automobile Liability Insurance and Commercial General Liability Insurance coverage in amounts of not less than Four Hundred Thousand Dollars (\$400,000.00) per occurrence for bodily injury, death and property damage, naming the **CITY** as an additional insured thereon, and also Workers' Compensation Insurance coverage to the extent required by law. With respect to the Automobile and Commercial General Liability Insurance, the **CORPORATION** shall name the **CITY** as an additional insured for coverage only in those areas where government immunity has been expressly waived by 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to the **CITY** under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the **CITY**. Prior to execution of this Agreement, the **CORPORATION** shall furnish the **CITY** and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice to the **CITY** of termination of insurance from the insurance provider or agent. **CORPORATION**

shall also provide a copy of any endorsement naming the CITY as additional insured. A certificate that merely has a box checked under "Addl Insr," or the like, or that merely states the City of Portland is named as an Additional Insured, will not be acceptable. The Workers' Compensation insurance shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees. Upon CITY'S request, CONTRACTOR shall provide CITY with a complete copy of any of the above-referenced policies. CONTRACTOR shall be responsible for any and all deductibles and/or self-insured retentions.

ARTICLE XII. INDEPENDENT CONTRACTOR

The **CORPORATION** either has or will secure, at its own expense, all personnel, materials, and equipment required to perform its obligation under this Agreement. Its personnel shall neither include any employee of the **CITY** nor shall such personnel be deemed to have any contractual relationship with the **CITY** by virtue of this Agreement. This Agreement does not prohibit either the **CORPORATION** or the **CITY** from entering into any contractual relationship. The **CORPORATION**, agreeing expressly that its status is that of an independent contractor, further, agrees that no such personnel shall represent or hold himself or herself out to be an officer or employee of the **CITY** either by reason of this Agreement or by reason of his/her employment by the **CORPORATION** or its subcontractors.

ARTICLE XIII. SUBCONTRACTS

The **CORPORATION** may, after thirty (30) days' notice in advance to the **CITY** Manager of its intention to do so, and with his approval, which shall not be unreasonably withheld, subcontract with third parties for the provision of part or all of the public services, including, but not limited to, security services, trash and litter removal, and snow removal, under this Agreement. The **CORPORATION** shall provide the **CITY** with copies of any third party contracts and with any insurance certificates required under this Agreement.

(Signature page follows.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this _____ day of June, 2017.

WITNESS

CITY OF PORTLAND

_____ By: _____
Jon P. Jennings
Its City Manager

WITNESS

**DOWNTOWN IMPROVEMENT DISTRICT, INC.
d/b/a PORTLAND DOWNTOWN**

_____ By: _____
Kim Volk
Its Board Chairman

Approved as to Form: _____ (Corporation Counsel)

Approved as to Funds: _____ (Finance Department)

EXHIBIT A

TO BE INSERTED FOLLOWING
CITY COUNCIL APPROVAL OF BUDGET ON 6/18/2018

EXHIBIT B TO MASTER AGREEMENT
(BASELINE SERVICES)

**MEMORANDUM RELATED TO THE
PROVISION OF CERTAIN SERVICES
BY THE CITY OF PORTLAND**

(July 1, 2018 - June 30, 2019)

This Memorandum relating to the provision of certain services attempts to define the baseline of City services agreed to be provided by the City to the area defined and designated as the Downtown Improvement District as passed by the City Council on March 16, 1992 (Council Order #306, as amended on February 22, 1995, by Council Order #185; and again amended on March 1, 2004 by Council order #158). This Memorandum is not binding upon the current City Council or any future City Council, but rather is a definition of the City's intent and good faith to provide services to the Downtown Improvement District zone.

It is generally understood that the City shall not reduce any of these usual and normal baseline services, thus requiring the same services to be provided by the Downtown Improvement District, Inc. (d/b/a Portland Downtown (PD) or its successors, unless these reductions are part of an overall reduction of City services provided by various departments to the City as a whole.

MAINTENANCE SERVICES.

Whereas it is the intention of any downtown improvement district maintenance program to complement existing City services currently provided with a supplementary program of cleaning and/or maintenance, the following information shall comprise the baseline of City services to be provided at City expense. Unless otherwise noted, services to be provided by the City shall apply only to the area(s) considered part of the public way.

1) **Horticultural Program.**

In all public areas within the downtown improvement district zone, the City's Parks and Recreation Department will maintain and improve the condition of all flower urns and other flowerbeds, trees, tree wells, bushes, plantings and other like horticultural amenities. Such activity shall include the initial

planting, timely and appropriate maintenance, preventative and otherwise, and expeditious replacement of any damaged, destroyed or diseased horticultural products, including grass, flowers, and trees. Specific areas of attention will include Longfellow Square, Congress Square, Monument Square, Tommy's Park, Post Office Park, Boothby Square, and any other public park, square or space which may be developed in the future.

2) Green Space Maintenance.

The City shall execute a green space maintenance program including mowing of all public grassed areas within the District.

3) Downtown Blitz.

Each year the City shall undertake a dedicated effort to repair, repaint, replace and correct any defects, deficiencies or problems in the district. Items of focus shall include light and utility poles, sidewalks, curbstones, trashcans, benches, signs, crosswalk markings, traffic signals, tree wells, planters, benches, trees, kiosks, shelters, bollards, and any other amenity that is now or at some point in the future may be installed. This program will be undertaken as early as possible each spring and conclude as rapidly as possible. Performance of some activities, i.e. painting, will take place annually as conditions permit. Major capital activity or the reconstruction and/or repair of significant infrastructure (street paving, sewer work, etc.) would not be considered part of this blitz program.

4) Sidewalk Repair.

To the extent it is funded, the City will undertake an on-going sidewalk repair program to re-grout existing sidewalks and replace bituminous sidewalk repairs with permanent repairs.

5) Street Sweeping.

All streets or parts thereof included in the downtown improvement district zone will be swept from curb line to curb line once per week.

6) Trash Removal.

Daily and when necessary emptying of all public trash receptacles in the downtown improvement district zone and disposal of resulting waste.

7) Holiday Decorations.

Installation and removal of downtown Holiday decorations throughout the District to include Christmas trees at Monument Square and City Hall Plaza, string lights on light poles and common area trees such as Tommy's Park, and banners as agreed by the City and PDD, and provide for electrical energy related costs.

8) Snow Plowing.

The City will plow and remove snow as necessary from all streets and parts thereof in the downtown improvement district zone.

9) Streetscape Amenity Maintenance.

The City will repair and correct any defects, deficiencies or problems in the district as necessary. Items of focus include light and utility poles, sidewalks, curbstones, trashcans, signs, crosswalk markings, traffic signals, tree wells, planters, benches, trees, kiosks, shelters, bollards, and any other amenity that are now or at some point in the future may be installed. All repairs, etc. will take place within a reasonable time after notice of need.

10) Lighting.

Maintenance and replacement of all street lights and traffic signals and payment for necessary electrical energy.

11) Graffiti removal on public property.

12) Prioritization

PD shall have the opportunity to participate with City staff from the Department of Public Works in the prioritization of all proposed capital improvement projects within the District including, but not limited to, tree well reconstruction and sidewalk repairs. PD officials recognize that City staff also work closely with the City Manager's office and the City Council for project priorities.

POLICE SERVICES.

- 1) A minimum of four uniformed patrol officers will intersect all or part of the downtown improvement district area. The actual number of officers will vary depending upon time of day and day of week. During periods when calls for service are typically at their peak, the number of officers assigned will increase significantly, for example during weekend evenings and the summer months. This increase will include foot and bicycle patrols. Officers will be supported with additional personnel (supervisors, detectives, evidence technicians) as necessary.
- 2) As long as the Senior Lead Officer Program is in effect, at least one Senior Lead Officer will be assigned to the Downtown Improvement District area.
- 3) From the Friday following Thanksgiving to New Year's Day, patrol efforts will be supplemented by use of a foot patrol. The number of officers and hours of the assignment is dependent upon staffing levels. Every effort will be made to assign two officers during those hours that retail shops are open.

OTHER MUNICIPAL SERVICES.

Whereas it is the intention of any downtown improvement district program to complement existing City services currently provided by departments or divisions, other than those described above, with supplemental services, the following information shall comprise the baseline of other City services to be provided at City expense.

- 1) Coordination of the use of downtown's public spaces within the District.
- 2) Coordination and staffing City services required for events occurring in downtown Portland.
- 3) As previously existing events, the City will provide necessary services to support the annual Tree Lighting Ceremony and the annual one-day Old Port Festival within the boundaries established by City Council order #168-21/13; to wit: the area bordered by Congress, Pearl, Commercial, Center, Union and Temple Streets and including both sidewalks of Commercial Street with no costs charged to the PDD for these events.

The following is a written description of the perimeter of Portland's Downtown District as of July 1, 2018:

Congress Street, both sides - State Street to High Street (including the lots fronting on the southwesterly corner of the intersection with State Street);

High Street, both sides - Congress Street to Deering Street;

High Street, northeasterly side - Deering Street to Cumberland Avenue;

Cumberland Avenue, southeasterly side - High Street to Franklin Arterial;

Franklin Arterial, southwesterly side - Cumberland Avenue to Commercial Street;

Commercial Street, both sides - Franklin Arterial to High Street (excluding Portland Fish Pier)

High Street, northeasterly side - Commercial Street to Pleasant Street;

Pleasant Street, northwesterly side - High Street to Park Street;

Park Street, northeasterly side - Pleasant Street to Congress Street.

All as shown on a map dated 5/11/2018 entitled Portland Downtown District Boundary Map on file in the City of Portland Economic Development Office. Any inconsistencies between this description and the boundary map shall be controlled by the boundary map.

**Portland
Downtown District
Boundary Map**
May 11, 2018



EXHIBIT D

Legend

- Downtown Existing District
- Proposed Downtown District

SUPPLEMENTAL SERVICES AGREEMENT BETWEEN
DOWNTOWN IMPROVEMENT DISTRICT, INC. d/b/a
PORTLAND DOWNTOWN

AND

CITY OF PORTLAND

AGREEMENT made this ____ day of June, 2018, by and between the City of Portland, a municipal corporation duly organized under the laws of the State of Maine, with an address of 389 Congress Street, Portland, Maine 04101 (hereinafter the "**City**") and Downtown Improvement District, Inc., d/b/a Portland Downtown, a Maine non-profit corporation, having its office and place of business at 549 Congress Street, Portland, Maine 04101 (hereinafter the "**PD**").

W.I.T.N.E.S.S.E.T.H.

WHEREAS, the **City** and **PD** entered into a Master Agreement of even date establishing mutual rights and responsibilities for the provision of services in the Downtown Improvement District (hereinafter the "**District**"); and

WHEREAS, said Master Agreement established the Baseline Services to be provided by **City** in the District; and

WHEREAS, **PD** wishes to contract with the **City** to have the **City** provide, on a flexible basis depending upon funds available, Supplemental Maintenance Services in addition to those in the Master Agreement;

NOW THEREFORE, the parties do hereby agree as follows:

1. Supplemental Services: The **City** shall provide the following Personnel and Services (hereinafter the "Supplemental Services") in the District in addition to the Baseline Services provided in the Master Agreement:

- 1.1. Personnel:

One PD Steward		
One Public Services Supervisor	Days	52 Weeks
Three Maintenance Worker	Days	52 Weeks
Two Laborers	Days	Seasonal

- 1.2. Persons providing Supplemental Services hereunder shall be assigned by the **City** after providing reasonable opportunity to **PD** for requests for service. Such persons are not required to be employees of the **City**. Such persons shall not, however, be considered to be employees of **PD** and **PD** is not intended, nor shall it be deemed to be, a joint employer with **City**. As between the **City** and **PD**, **City** shall be responsible for all aspects of employment for all persons supplied by **City** pursuant to this Agreement, including compensation, liability and workers compensation coverage, employment taxes and any applicable fees.

- 1.3 Services to be provided are:

- *Transportation and set-up of materials and equipment for planned special events activities of **PD** (as outlined in Exhibit A to the SSA; Section 2).
- *Litter patrol, collection and disposal on streets, sidewalks, tree wells and public areas within the District.
- *Graffiti removal from City property within 5 days of notification.
- *Removal of posters from PD posterboards (at a minimum of monthly).
- *Check Condition, catalogue, and if necessary,

paint or clean all public furniture and fixtures twice a year, at minimum. Furniture and fixtures shall include (but not be limited to) the following items: benches, trash/recycling receptacles, light pole bases, planters.

- *Sidewalks will be swept on a daily basis, weather and season permitting.
- *Cleaning, weeding, and maintenance of tree wells at a minimum of once per month.
- *Weed control in support of other City departments performing 'basic services'
- *Snow clearance at crosswalks and from sidewalks during curb to curb snow removal
- *Installation of Holiday decoration in the District as agreed with PD, in addition to those described in the Baseline Services provided in the Master Agreement, including electrical energy costs
- *Maintenance and cleaning of Visitor's Booth in Tommy's Park at least once per month during season (May-October)
- *Clean and maintain the bathrooms, located in the Fore Street Garage and Spring Street Garage buildings, when the bathrooms are open to the public, cleaning to occur no later than 10am on days the bathrooms are open to the public.

1.3.1. **PD Sidewalk Snow Plowing Program.** All property owners in the District assessment area are responsible for maintaining their sidewalks in the winter pursuant to Portland City Code §§25-173(C) and 25-174(C), including snow removal from their property line to the street gutter and ice control.

1.3.2. Following a snow storm, the **City** will provide a clear walkway no less than the width of a Holder's capability. To the extent reasonable, the **City** will clear the sidewalk area but it is not the intent of the parties that the **City** will clear the snow from the full width of the sidewalk area. The City will provide ice control to the extent possible. If weather conditions are so severe that the area cannot be plowed

due to equipment capability, the **City**, in its discretion, may choose to delay, clearing of the sidewalks, but must complete the work within 24 hours of the storm being complete.

- 1.3.3. Management of Supplemental Services. The City's Public Works Director and/or Designee and PD's Executive Director and/or Designee (Downtown Experience Liaison) agree to meet and communicate on a monthly basis with meeting agendas to ensure quality control in service delivery is meeting expectations; providing updated information on service activities, programs and projects. The Public Works Department will provide a staff contact to PD for direct communications, which is identified as the Districting Supervisor and PD Supervisor. A point of contact for PD officials is the PD Supervisor and District Coordinator. Conversely, Department of Public Works looks to the PD Executive Director or designee as the City's point of contact on all issues involving PD matters. A complete work plan and list of Services provided under this FY2019 agreement is provided in Exhibit A hereto.
2. Term: The term of this Agreement is from July 1, 2018 through June 30, 2019.
3. Budget and Payment: In consideration for these Supplemental Services, **PD** agrees to pay the **City**, in equal monthly installments, for all Supplemental Services provided hereunder the total sum of \$380,000 for FY2019. The **City** shall bill and **PD** shall pay the **City** beginning July 1, 2018, a monthly payment of \$31,666.
 - 3.1. In the event **PD** requests services from **City** in addition to those included herein, **City** shall have the option, in its sole discretion to provide such services, with payment to be made by **PD** for any such services on a Time and Materials basis, or such other basis as the parties may agree in writing. "Time" as used herein shall

mean all of the **City's** employee costs, i.e. hourly wages or salary. "Materials" as used herein shall mean the actual cost to the **City** of equipment, materials and/or supplies provided or used, with no additional markup.

4. Modifications: It is understood and agreed by the parties that **City** has adopted an expenditure budget which includes the cost of these Supplemental Services and has adopted a revenue budget which provides for the reimbursement of such costs by **PD** as provided hereunder. In the event that either **PD** or the **City** anticipates that there will be insufficient revenues to pay for such Supplemental Services, said party will notify the other party of the anticipated shortfall, and the parties agree to meet promptly and confer to modify the level of Supplemental Services which the **City** is able to provide. It shall be the responsibility of **PD** to notify **City** as soon as reasonably possible if such Supplemental Services need to be modified or adjusted for anticipated revenue shortfalls or modifications. In the event of a revenue shortfall, the **City** will have no obligation to provide Services in excess of **PD** funds available to reimburse **City**; however, **City** will have the right, but not the obligation, to continue to provide Supplemental Services to the extent provided in the **City** budget even in the event of a revenue shortfall. The parties agree to memorialize in writing any changes in the monthly payments due under Section 3 above.

- 4.1. Either party may terminate or modify this Agreement in the event of a budget shortfall upon no less than Sixty (60) days prior written notice to the other party.
- 4.2. In the event Supplemental Services are terminated for any reason by either party, it shall be in **City's** discretion as to whether it will continue or resume providing such Supplemental Services.
- 4.3. **PD** agrees to give the City Manager or the Manager's designee advance written notice of any formal meeting of its Directors or Officers at which modification of the current year Supplemental Services budget is to be discussed

or considered, and to permit the attendance of **City** representative at such meeting. **City** and **PD** agree to provide copies of draft budgets for the upcoming fiscal year reasonably in advance of any final decision by **PD** or the **City** as to said budget, and the parties agree to meet and confer in regard to such budgets.

5. **City's** representative in regard to provision of Supplemental Services hereunder is the City Manager or the Manager's designee.

IN WITNESS WHEREOF, the **City** and **PD** have signed this Agreement through their authorized representatives as of the day and date above written.

Witness:

City of Portland

By: _____
Jon P. Jennings
Its City Manager

Witness:

**Downtown Improvement District
d/b/a Portland Downtown**

By: _____
Kim Volk
Its Board Chair

Approved as to Form: _____
(Corporation Counsel)

Approved as to Funds: _____
(Finance Department)

EXHIBIT A
to Supplemental Services Agreement
**(Supplemental Services Work Plan and Event
Support for FY2019)**

**MEMORANDUM RELATED TO THE
SUPPLEMENTAL SERVICES AGREEMENT (SSA) BETWEEN
THE DOWNTOWN IMPROVEMENT DISTRICT dba PORTLAND
DOWNTOWN (PD)
AND
THE CITY OF PORTLAND (City)**

(July 1, 2018 - June 30, 2019)

This memorandum is a good faith attempt to define certain services, programs and events, and to achieve an improved level of satisfaction for both the **City** and **PD**. It is generally understood that the City's Baseline Services, as articulated in Exhibit B of the Master Agreement, do not overlap or replace the services and programs incorporated in the SSA.

Also, listed are the specific special events produced by **PD** for the benefit of the **City** and its property owners, residents, businesses and visitors, during the contract period.

The ongoing relationship between **PD** and the **City** has evolved, along with the needs and expectations of both parties. The goal of this document is to improve coordination, establish priorities, clarify services and responsibilities, and list events covered under the terms and conditions of the SSA. The result will be to produce a more proactive, performance-based approach to the maintenance, cleanliness and overall attractiveness of downtown Portland.

1. FY 2019 City Personnel Work Plan

The City personnel assigned to perform services under the Supplemental Services Agreement are expressed in the FY2019 Portland Public Works Budget detail. For the current period of July 1, 2018 through June 30, 2019 these personnel are:

1. (1) Public Works Supervisor
2. (1) PD Steward
3. (3) Three Maintenance Workers
4. (2) Seasonal Laborers

Staffing levels may change on an occasion to account for employee leave coverage, emergencies or other unforeseen circumstances. However the City of Portland, Department of Public Works commits to continue to provide the general list of services provided by these personnel under the SSA.

- 1.1 The general list of services provided by these personnel is identified within the SSA under item 1.3. These shall not overlap services provided within Baseline Services (Exhibit B to Master Agreement).
- 1.2 The Public Works Supervisor shall inspect the entirety of **PD at least once** every two weeks. During this inspection particular attention shall be focused on, but not limited to, the overall cleanliness and maintenance of the sidewalks, streets, trash containers, graffiti removal, open spaces, furniture and fixtures, lights, signage, the visitor kiosk and public restrooms. The status of projects or work orders in process should be continually updated. The results of each inspection shall be logged and documented; a monthly report will be presented to the Executive Director of PD every month.

- 1.3 The Public Works Supervisor shall direct the maintenance personnel on their daily responsibilities by producing a weekly schedule highlighting project activities and goals. The Supervisor will participate and assist the team in achieving project activities, as needed.
- 1.4 Horticultural and landscaping duties shall be in support of City personnel and departments assigned to these tasks. PD dedicated personnel should assist (for instance with weed control and seeding) on an as needed basis, as time and normally assigned duties allow. Requests for assistance should be communicated via email to the PD Public Works Supervisor.
- 1.5 Sidewalk plowing and snow removal at intersections should be accomplished as soon as is reasonably possible during and following a snow event. If a yellow ban is called, sidewalk snow removal, as indicated in sections 1.3.1 and 1.3.2 of the SSA, should be completed within the same timeframe as city personnel and contracted partners remove snow from the District's streets and parking areas. The Department of Public Works will organize an annual winter briefing with the PD public works team and downtown contract partners that remove snow on sidewalks and plazas to review best practices regarding coordinating work activity. This meeting will typically occur in late fall/early winter. PD's Downtown Experience Liaison (DEL) should be present at this meeting.
- 1.6 "Quick response" repairs, such as missing bricks, landscaping damage or graffiti removal on public property

shall be performed by **PD** personnel, as soon as possible. **PD** and **City** will jointly approve each quick response, as needed.

- 1.7 **PD** and **City** will meet annually to discuss the prioritization of larger projects within the District generally included in baseline services or CIP, and managed by other **City** teams or departments. These include, but are not limited to, major sidewalk repairs, tree well rehabilitation, landscape installations and other reconstruction projects. These District projects will be prioritized with input from **PD**, and may include **PD** personnel in their execution. Progress and status shall be monitored by the **PD** supervisor, and updated as part of the monthly reporting.
- 1.8 **PD** will monitor responsiveness of City teams through specific PD access to "See, Click and Fix" software. PD will also track the activities of downtown PW staff to ensure that daily activities are in-line with section 1.3 of the SSA. Data will be reported to the PW Director by PD's Downtown Experience Liaison (DEL) during the monthly meeting, as outlined in Article VIII of the Master Agreement and article 1.3.3 in the SSA.
- 1.9 **PD** dedicated personnel will wear approved uniforms and work clothes at all times when on duty. **City** and **PD** agree to work jointly on uniform decisions, including recommendations on an alternative uniform for PD personnel.

2. FY2019 PD Event Support Plan

PD and the **City** recognize the value that well executed events bring to the vitality and

economic development of the downtown. To that end, **PD** agrees to follow the **City's** established permitting process and with the exception of the events as outlined in Exhibit B, Baseline Services, agrees to reimburse the City for actual expenses, as agreed to by both parties, required to support these events.

In FY2019, **PD** is planning major events that require a level of support by **City** personnel. Following is a complete list of events, some of which require City permitting, street closures, and the assistance of various City Departments. **PD** will make all efforts to incorporate recycling at all produced events, with support of the **City** staff, volunteers and supplied receptacles.

- 2.1 Summer Kick-Off Weekend (SKW): This event series begins on the second Friday in June with Square Hop from 6pm to 8pm. On Saturday, Shop For A Cause and Walk the Working Waterfront. On Sunday, The Old Port Festival (OPF) which requires closure of streets generally in the Old Port area. The other SKW events do not require street closures. SKW ends following the end of the OPF.
- 2.2 Light Up Your Holiday Celebration (LUYH):
 - This annual roster of events begins with the Annual Tree lighting in Monument Square on the Friday after Thanksgiving. The Tree Lighting requires set up and some street closures, along with minor transit re-routing around Monument Square. PD coordinates with the City Arborist on the selection of and transport of the tree to Monument Square. Other events in the LUYH event series include: Horse-drawn carriage rides, Merry Madness, Shop For A Cause Day, Elfternoon Lunchtime Shopping, and the Holiday Window Display Contest. Merry Madness may require minor street closures and additional City personnel, depending on the selected event location. LUYH events end December 16, 2018.

- 2.3 Downtown Worker Appreciation Day - Generally held in early May to recognize downtown employees. **City** and **PD** provide set up and management of 3 stations located at the Portland Museum of Art, Monument Square and Tommy's Park.
- 2.4 Police Awards Breakfast: Held in early winter at a downtown venue, this day honors both police and civilian heroes going above and beyond the call of duty. No permits or special services are required for this event.
- 2.5 Winter Lights by Pandora - Lights are installed on street poles and in downtown parks around the time that Day Light Savings Time ends in the late fall, and de-installed in February or March. Winter Lights are fully funded through PD's budget, while the City supplies the electricity. Storage for the lights is donated by MECA. Pandora provides labor for the installation and maintenance of the lights.