ECONOMIC DEVELOPMENT COMMITTEE MEETING

Date: August 23, 2016 (Tuesday)
Time: 5:00 p.m. to 7:00 p.m.
Location: Room 209, Portland City Hall

A G E N D A

1. **Review and accept Minutes of previous meeting held on July 26, 2016.**

2. **Review and Vote to Recommend to City Council on City Lease Agreement with Creative Portland for space at 84 Free Street in the Spring Street Garage. (5:05pm to 5:20 pm) – Greg Mitchell**
   Note: Pursuant to 1 M.R.S.A. 405(6)(C), the Committee may go into executive session to provide City staff general policy guidance regarding negotiations for the Lease Agreement.
   a. See enclosed memo from Greg Mitchell with proposed Lease Agreement.

3. **Amethyst Lot Planning: Review and provide feedback on draft description of goals and program elements for the Amethyst Lot that will direct its future planning, design, and development into a signature public open space on Portland's Waterfront (5:20pm to 6:15pm) – Bill Needelman.**
   a. See enclosed material from Waterfront Coordinator William Needelman.

4. **Review of 2016 Updated Economic Development Committee Work Plan for discussion (6:15pm to 6:20pm)**
   a. See enclosed memo from Greg Mitchell and 2016 Updated EDC Work Plan.

5. **Executive sessions pursuant to 1 M.R.S.A 405(6)(C), the Committee will go into executive session to discuss the following (6:20pm to 7pm):**
   a. To provide staff direction regarding the possible sale of City owned property located in Portland's East End. See enclosed confidential memo from Greg Mitchell with attachments.
   b. To provide staff direction on the possible sale of 7+/- acres of City owned industrial property located in the Riverside Street Industrial Subdivision. See enclosed confidential memo from Greg Mitchell with attachments.
   c. To provide staff direction regarding City lease terms with possible new Eastern Conference Hockey League use of space at 94 Free Street in the Spring Street Garage. Confidential memo to be provided before meeting.

Public Comment will be accepted on action items.

Next Meeting: September 6, 2016. Note this entire meeting is reserved for continuing the possible New Mainers Office discussion.

Councilor David Brenerman, Chair

Minutes
Economic Development Committee
July 26, 2016

A meeting of the Economic Development Committee of the Portland City Council was held Tuesday, July 26, 2016 at 5:00 p.m. in Room 209 of Portland City Hall. Present from the Committee was its Chair Councilor David Brenerman and members Councilors Justin Costa and Spencer Thibodeau; Councilor Thibodeau arrived shortly after the meeting started as noted in the Minutes. Present from the City staff were Public Works Director Chris Branch, Senior Planner Christine Grimando, Transportation Manager Bruce Hyman, City Manager Jon Jennings, Economic Development Director Greg Mitchell, Waterfront Coordinator William Needelman, Planning Division Director Tuck O'Brien, Finance Director Brendan O'Connell, Senior Executive Assistant Lori Paulette, and Parking Manager John Peverada.

Chair Brenerman noted that Council Thibodeau had a conflict of interest with Item #2 on the Agenda (the law firm where he works represents Verizon), so would be arriving at approximately 5:20. The Committee would take up that item first.

Item #2: Review and recommendation to City Council on Master Lease Agreement with Verizon to support Small Cell Technology Investment in Portland.

Mr. O'Connell summarized this item noting that small cell technology for cell phone coverage in densely populated areas would improve cell phone service/reception in areas where needed. He noted that whenever you see on your cell phone "LTE", that is using this kind of technology. Verizon has chosen 25 locations in Portland for installation of this equipment. Each location is $2,400 per year to the City. The Master Lease Agreement would have the general terms for all locations from which future

leases would then be designed. Each location would require a separate lease supplement and other required approvals.

Mr. Jennings added that since the FCC recently authorized accelerated growth and expansion of new Wi-Fi technology in the 5G Band, this investment in small cell technology will enhance economic development opportunities in future years as 5G become more available.

Chair Brenerman asked if another carrier could locate on the same poles/areas, and Mr. O'Connell indicated that they could as long as they were not in the same space. Verizon had expressed concerns that the City would have the leases managed by an outside party, and this will not be the case. The City will manage the leases. The initial term of the Master Agreement will be 5 years, with Verizon having the option to renew after 5 years, and then another 3 year renewal period at the option of both the City and Verizon.

Mr. Jennings noted that Verizon is looking at the entire Greater Portland area for additional locations for this service.

Councilor Costa said that he is a Verizon Wireless customer but did not have a conflict with voting on this.

Chair Brenerman asked if there was any public comment; there being none, the public comment session was closed.

On motion made and seconded, the Committee voted unanimously (2-0) to forward this to the City Council with a recommendation for approval.

Item #3: Review and EDC endorsement of the proposed City staff response to Portland Downtown's Transportation and Parking Recommendations.

Mr. Mitchell noted that the staff response was the result of a team effort of himself, Transportation Manager Bruce Hyman, Planning Director Jeff Levine,

Planning Division Director Tuck O'Brien, and Parking Manager John Peverada.

Regarding the first recommendation for a public marketing/advertising campaign to highlight multi-modal access to the Downtown, Mr. Mitchell said that the City would commit to discuss approaches, together with Metro, GPCOG, and the Convention and Visitors Bureau (CVB), to create and maintain a campaign for parking and access to the Downtown. The City would also consider future funding commitments to support this campaign.

Mr. Mitchell said that the second recommendation is for a parking supply and demand study. The City's response is that the City will commit $25,000 from the Downtown TOD TIF to study the Old Port and East End. If PD also commits $25,000, this area could be expanded to include the PD District.

(Councilor Thibodeau joined the meeting at this time.)

Mr. Jennings said that he discussed with PD a comprehensive approach to wayfinding, including I-295 and replacement of the Portland hoop signs for better signage. He also noted that MDOT is on board for I-295 updates.

Mr. Mitchell said that the third recommendation is to hold public forums in coordination with the parking demand and supply study. This may include discussion for the reestablishment of a Transportation Management Association (TMA) to oversee employer Transportation Demand Management (TDM) plans.

The fourth recommendation is to identify parking and alternative transportation solution for Downtown employees, with special consideration for low wage earners. Mr. Mitchell said that this needs to be further discussed for coordination with the parking supply and demand study.

The fifth and final recommendation is for the City to support a bike share program, and Mr. Mitchell noted that the City is on record for this support.

Councilor Thibodeau said that for the bike share program, it should be for both for-profit and non-profit organizations. Mr. Levine's letter in the packet noting support indicated "We concluded that bike share was feasible, but that the ideal business model would be for a non-profit provider to launch and manage the system with City support."

Councilor Thibodeau said that for the third recommendation, these public forums should include surrounding communities, noting possibly increasing Metro services for these communities to get them to the downtown.

Councilor Costa noted that private parking providers should be included in the study, and Mr. Hyman said that the study would take into account all structured parking and surface parking.

Mr. Peverada added that the study is about getting an inventory of supply and demand.

Councilor Costa noted low wage earners and to give thought about their working during holidays and possibly increased Metro service during holidays.

Chair Brenerman asked for clarification on the TMA, and Mr. Hyman said that it would be a non-profit, membership based organization, where, generally, the membership would be larger businesses that have TDM plans. A TMA could oversee all these TDM plans rather than City doing each one. Mr. Hyman said that the term used for the TMA to be "Reestablished" was because in the past there was one through GPCOG with MTA and MDOT.

Chair Brenerman asked if there was any public comment for the item.

Jim Brady of the Portland Company said that improvement of wayfinding is needed. He previously spoke with MeCA, which could be one resource in the design community.

Casey Gilbert, Executive Director of PD, thanked staff for their responses. She

also noted that Mr. Peverada recently opened up an additional 60 parking spaces on Commercial Street for $5/day, which is affordable for low wage earners. She is looking forward to collaboration on forums and will discuss the $25,000 with her committee.

Chair Brenerman noting no further comments, closed the public comment session.

On motion made and seconded, the Committee voted unanimously (3-0) to endorse the City staff recommendations, including Councilor Thibodeau's amendments for both for-profit and non-profits for launching the bike share program, as well as including surrounding communities being invited to the public forums.

Mr. Mitchell thanked the Committee, and staff would begin working with PD and bring periodic updates back to this Committee. Mr. Jennings also suggested that the EDC be represented and participate in the public forums.

Item #1: Review and accept Minutes of previous meetings held on June 28 and July 5, 2016.

On motion made and seconded, the Committee voted unanimously (3-0) to accept both the June 28 and July 5 Minutes.

Item #4: Review and Discussion of Possible Portland East End public infrastructure (road, rail, and trail) extensions, and land swaps. NOTE: Pursuant to 1 M.R.S.A. 405(6)(C), the Committee may go into executive session to provide City staff general policy guidance regarding negotiations for possible public-private partnerships for land sale and/or land swap terms.

Mr. Mitchell said this is a discussion/presentation only, with no action/votes being requested of the Committee. There will be a public presentation on possible public infrastructure work presented by Jim Brady, followed by an executive session on possible real estate negotiations. Public infrastructure work being considered is the

extension of Thames Street easterly and working collaboratively with Portland Company to go further east. This would be important for the Amethyst Lot redevelopment, as well as rail and trail corridors and interfaces with Ocean Gateway. MDOT controls portions of these properties, and Portland Company is also working with MDOT.

Mr. Brady thanked the Committee and presented the attached PowerPoint Presentation. He noted that he purchased the property exactly three years ago today, and has been working toward redevelopment of the site since then. This has included rezoning, historic preservation, architectural and engineering designs, as well as a master development plan expected early fall, with subdivision approval estimated at year's end. The development plan includes approximately 500 residential units for sale or rent, office, marina, retail, hospitality, and structured parking.

Mr. Brady noted that this development plan is Portland's first use of Inclusionary Zoning. He then described parking, economic impacts of $1.7 annually; the use of local architectural and engineering firms; and their working collaboratively with PD, MDOT, Portland Trails, the Bike Coalition, and Maine Narrow Gauge Railroad (MNGR). Discussions with MDOT and MNGR include possible realignment of Thames Street and the rail and trail corridor. He also noted a future public infrastructure improvement of a connector road up to Fore Street.

Chair Brenerman asked about Thames Street extension to the Portland Company property, that extension providing access to the site, as well as the potential 50-foot public easement. Mr. Mitchell provided the Committee with an orientation of what was proposed (please refer to last page of attached PowerPoint).

Chair Brenerman asked about the status of MNGRR, and Mr. Needelman said that they are planning to move the Museum but would continue their excursions here.

Chair Brenerman noting no further questions/comments, opened the meeting for

public comment about the Committee going into executive session. There being none, the public comment session was closed.

On motion then made and seconded, the Committee voted unanimously at 5:55 p.m. to go into executive session pursuant to 1 M.R.S.A. 405(6)(C) to provide City staff general policy guidance regarding negotiations for possible public-private partnerships for land sale and/or land swap terms. At approximately 6:30 p.m., the Committee came out of executive session.

Item #5: Executive Session: Pursuant to 1 M.R.S.A. 405(6)(C), the Committee will go into executive session to provide City staff general policy guidance regarding negotiations for possible tenant lease opportunity for City property at 84 Free Street.

On motion then made and seconded, the Committee voted unanimously at 6:30 p.m. to go into executive session pursuant to 1 M.R.S.A. 405(6)(C) to provide City staff general policy guidance regarding negotiations for possible tenant lease opportunity for City property at 84 Free Street. At approximately 6:45 p.m., the Committee came out of executive session.

Item #6: Review of 2016 Updated Economic Development Committee Work Plan for discussion.

Mr. Mitchell said that the Work Plan gets updated each meeting.

Mr. Jennings noted that for the New American Mainers forum to be held at USM on October 26th, the City has received confirmation from two speakers who have similar programs – one from Louisville, KY and the other from Aurora, CO. He has a call into the White House for a potential speaker as well.

Councilor Thibodeau said that he would like to discuss outdoor dining, noting that he has seen in other cities the use of parking spaces in this regard.

Mr. Jennings updated the Committee on a recent recycling bid advertised. This has not been re-bid for 10 years. One response came in – that being from the current recycler, which will save the City $5 Million over 5 years.

Regarding the August 2 EDC Committee meeting, consensus of the Committee was to cancel this meeting.

There being no further business, the meeting was then adjourned at approximately 7:00 p.m.

Respectfully, Lori Paulette

INFRASTRUCTURE INVESTMENT IN

PORTLAND

EASTERN WATERFRONT

CPB2 LLC

PROPOSED DEVELOPMENT OF THE FORMER PORTLAND COMPANY SITE

- Approx. 10 acre upland development site and 13 acre submerged land lease.
- Mixed use, consistent with B-6 and EWPZ zoning to include:
- Approximately 800,000 sq. ft. of upland development
- Approximately 500 residential units – mix of units for sale and for rent under City Inclusionary Zoning
- Office, Marina, Retail, Hospitality, Structured Parking among other uses

58 FORE ST.
PORTLAND
ECONOMIC IMPACT ANALYSIS

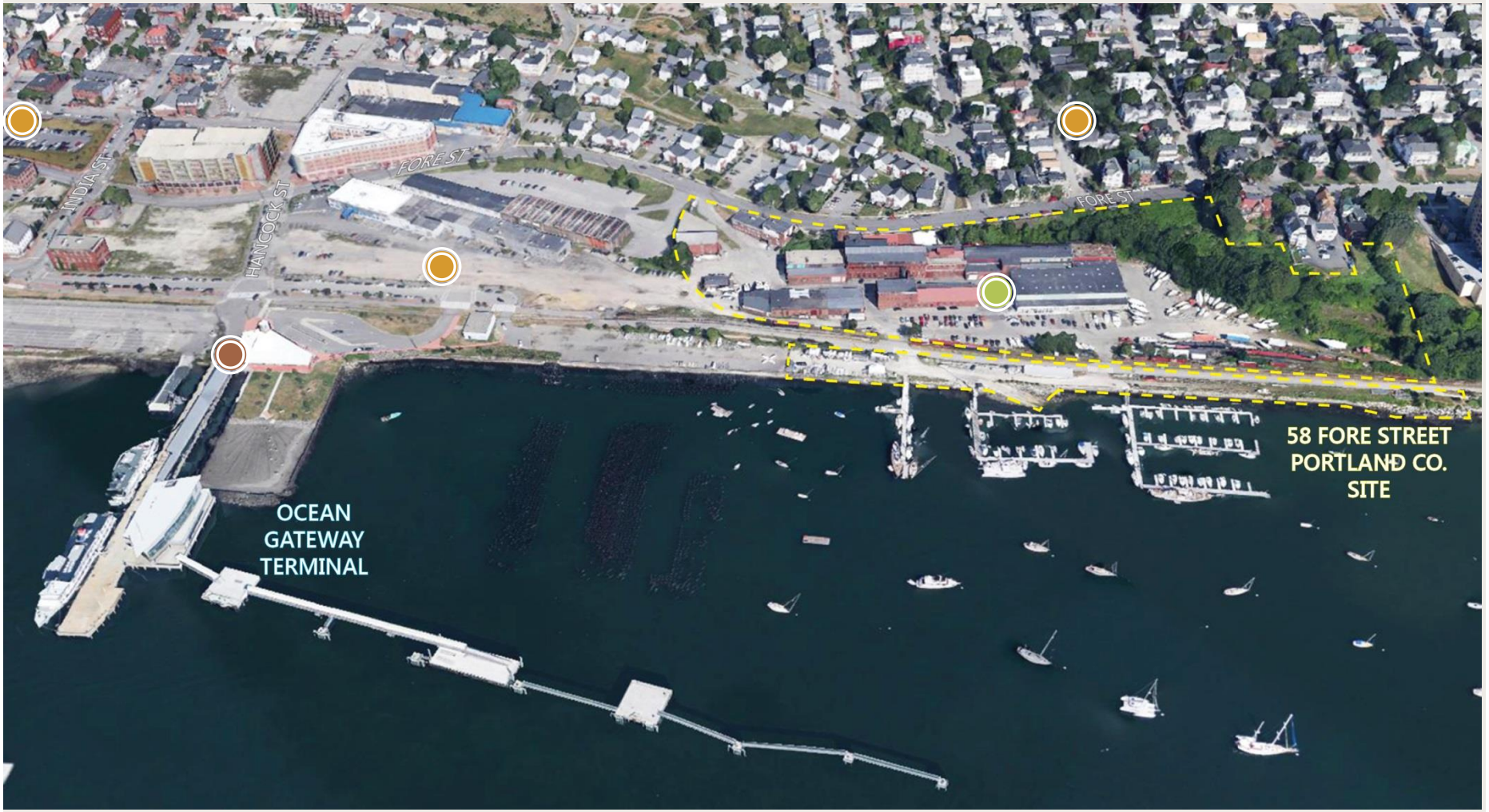
APRIL, 2015
PLANNING DECISIONS, INC.

58 FORE STREET

Property Assessment: Lots 18-A-1-2 and 18-A-3	
Acres	9.8 (assessed)
Assessed Land Value ($)	$ 6,580,200
Assessed Building Value ($)	$ 1,856,000
Personal Property Value ($)	$ 215,010
Assessed Total Value ($)	$ 8,651,210
Floor Area (ft^2)	301,299
Value of Built Area (assessed $/$ft^2$)	$6.16

Source: City of Portland Assessor data (2014)

NEIGHBORHOOD



BUILT LANDSCAPE

EXAMPLE:

OLD PORT

BUILT LANDSCAPE

LAND USE TYPE

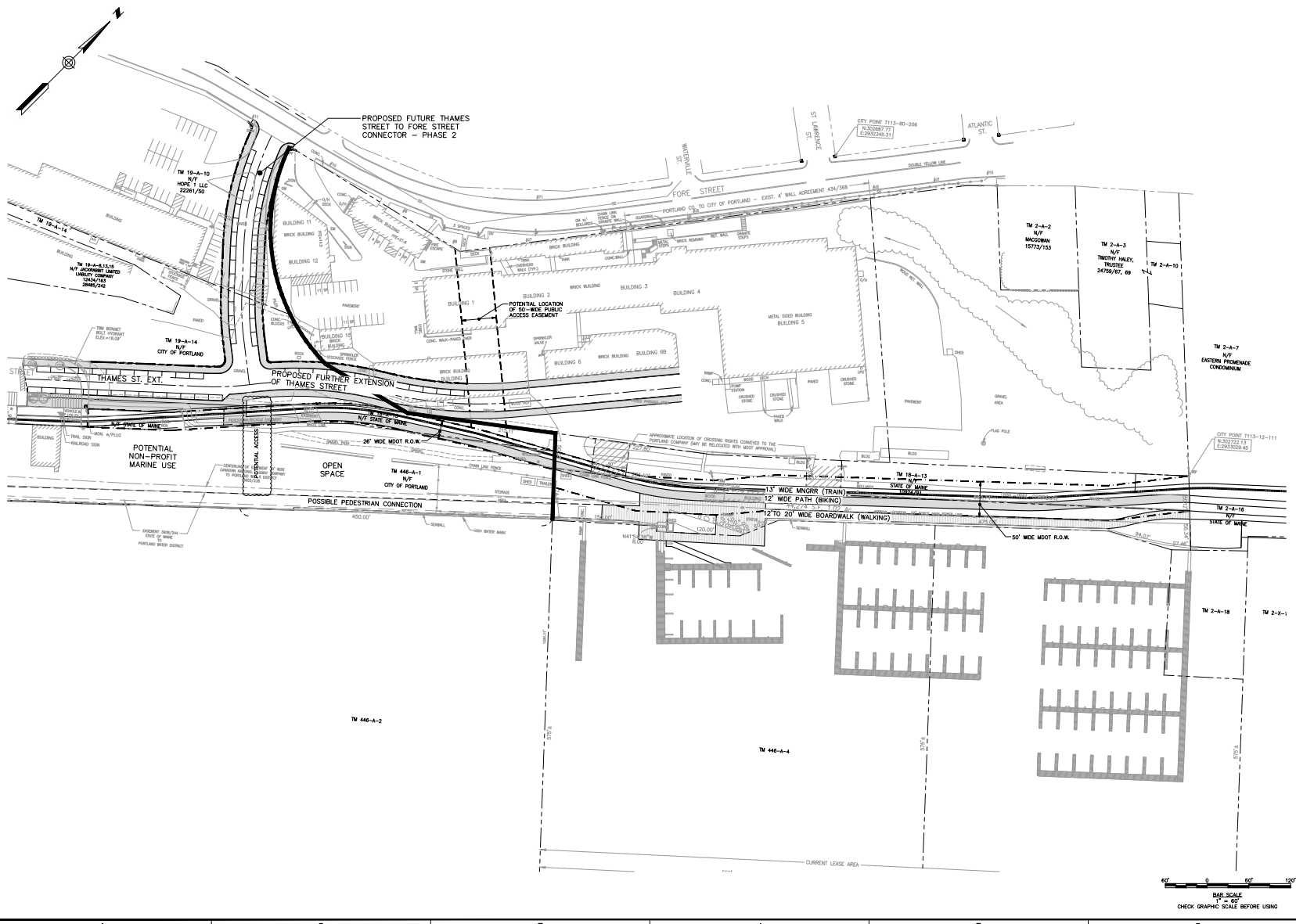
EXAMPLE:

OLD PORT

Summary of Fiscal and Economic Impacts for
58 FORE STREET, PORTLAND, ME

	Total Economic Impact at Completion	Annual Operating Impact at Completion
Sales for Maine Vendors	$254 million	$38 million
Jobs Supported (FTE):	1,740	325
Earnings:	$84 million	$16.5 million
State Taxes & Fees Paid:	$6.9 million	$1.1 million
Local Taxes & Fees Paid:	$6.7 million	$2.5 million
Annual Revenue to Portland	**$1.7 million** (property and excise taxes, & other fee revenues)	

Source: IMPLAN Model of the Maine Economy operated by Planning Decisions, Inc. (2015)



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REV	DESCRIPTION	DATE
	DESIGNED BY: DAS	CHECKED BY: DAS
	DRAWN BY: BCM	227007.03 LAND SMAP.dwg

LAND TRANSFER DISCUSSION OVERALL PLAN

CPB2, LLC
PORTLAND, MAINE

58 FORE STREET
REDEVELOPMENT

JOB NO.:	227007.03
DATE:	JULY 2016
SCALE:	1"=60'
SHEET:	2 OF 5

C-02

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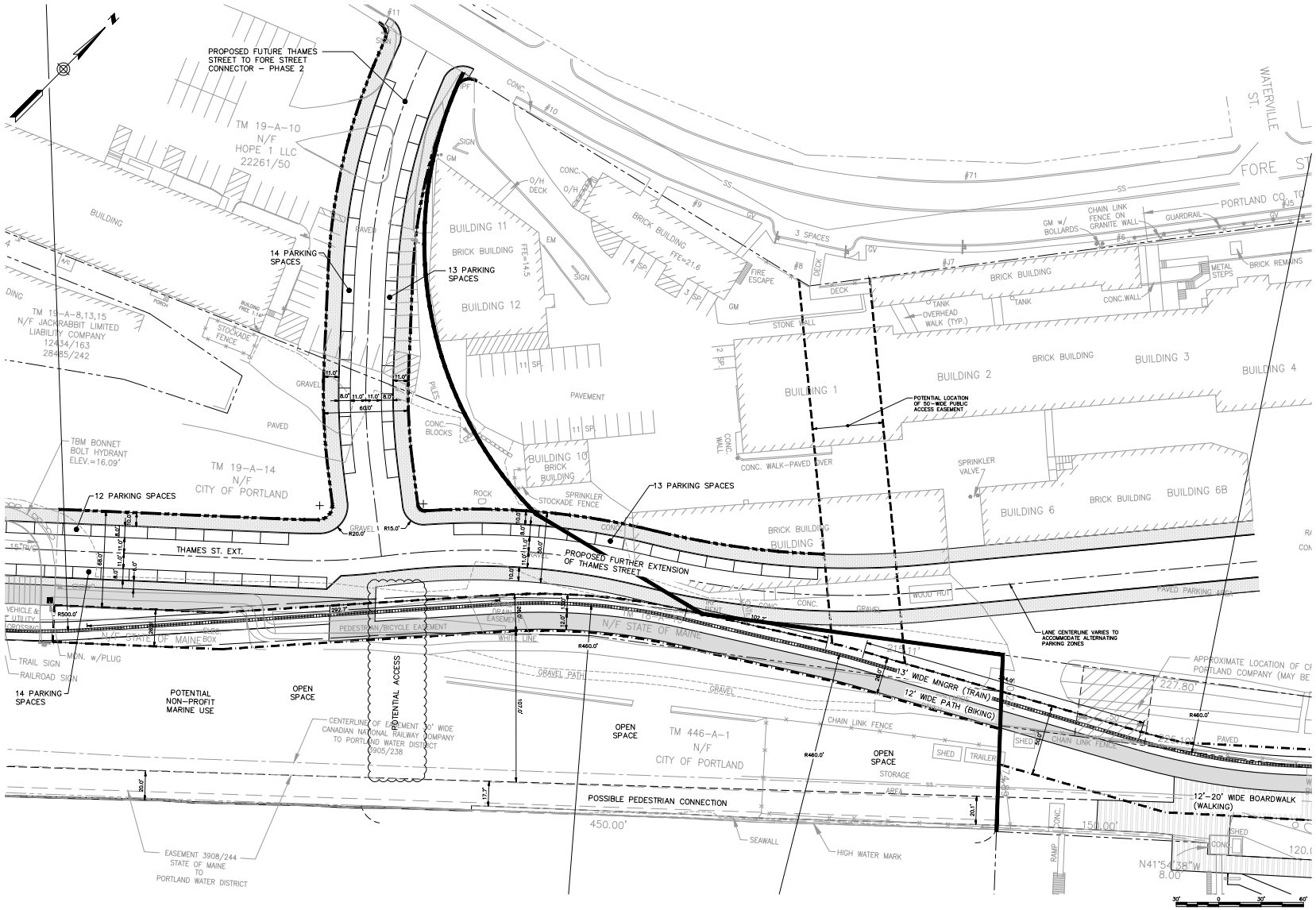

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REV	DESCRIPTION	DATE
	DESIGNED BY: DJS	
	CHECKED BY: DJS	
	DRAWN BY: BDM	
	227007.03 LAND SMAP.dwg	

LAND TRANSFER DISCUSSION DIMENSIONAL PLAN

CPB2, LLC
PORTLAND, MAINE

58 FORE STREET REDEVELOPMENT

JOB NO.: 227007.03
DATE: JULY 2016
SCALE: 1"=30'
SHEET: 3 OF 5

C-03

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Economic Development Department
Gregory A. Mitchell, Director

TO: Economic Development Committee

FROM: Gregory A. Mitchell, Economic Development Director

DATE: August 17, 2016

SUBJECT: **City of Portland Space Lease with Creative Portland for 84 Free Street**

I. ONE SENTENCE SUMMARY

This proposed Lease with Creative Portland (CP) for City-owned space at 84 Free Street will allow for CP to expand and have more visibility in the downtown.

II. AGENDA DESCRIPTION (Agenda Description)

The Draft Lease is proposed to include 1,172 square feet of commercial space along with 1,772 square feet of basement storage space for CP's use as its headquarters and to support CP's programs which include First Friday Art Walk, 2 Degrees Portland, and updating the City's Cultural Plan, among others. Providing CP use of this space as a "storefront" will improve CP's profile in Portland and allow it to better interface with its constituency and provide more direct service and accessibility going forward. Previously, CP has been operating in an upper floor office space in the downtown at Congress Square.

III. BACKGROUND

The City has been marketing the 84 Free Street space with broker assistance for over three years, with limited commercial interest. CP has now shown a direct interest to lease this space for its headquarters, which has resulted in the draft Lease attached. The anticipated start date is October 1, 2016.

IV. INTENDED RESULT OR COUNCIL GOAL ADDRESSED

The intended result is to have the 84 Free Street space active and vibrant, and housing CP's headquarters will allow for this to occur.

V. FINANCIAL IMPACT

The financial impact and terms are as follows:

Term: Seven (7) years with one renewal option for up to three years at a rental rate subject to mutual agreement. It is noted that the Portland Development Corporation (PDC) approved a loan to CP in the amount of $25,000 to cover the cost of space fit-up investment. The 7-year term matches the term of the PDC loan.

Rent: Fixed at $1,000 per year

Parking: None

Conditions: Lease termination in event of PDC loan default.

VI. STAFF ANALYSIS AND BACKGROUND THAT WILL NOT APPEAR IN THE AGENDA DESCRIPTION

Staff has worked diligently with commercial broker assistance to market this space to attract tenancy with no success, so CP's use of the space will activate it and provide additional assistance to this City non-profit organization.

VII. RECOMMENDATION

Staff recommends approval of the proposed Lease to CP to activate this space and Free Street with more pedestrian activity.

VIII. LIST ATTACHMENTS

a. Proposed Lease Agreement

LEASE AGREEMENT

This Lease is made as of the ___ day of _____, 2016, by and between CREATIVE PORTLAND CORPORATION, a Maine non-profit corporation having a place of business at 142 High Street, #421, Portland, Maine (hereinafter referred to as "Tenant"), and CITY OF PORTLAND, a Maine Municipality having its principal place of business at 389 Congress St., Portland, Maine (hereinafter sometimes referred to as "Landlord" and sometimes as "City").

WHEREAS, Tenant desires to relocate its offices and has obtained a $25,000.00 loan of near or even date herewith from the Portland Development Corporation for the purpose of renovating its new space (the "PDC Loan"); and

WHEREAS, Landlord owns real property located at 84 Free Street, Portland, Maine, which is a portion of the Spring Street Building/Garage described below (said portion hereinafter referred to as "Premises"), and desires to lease said Premises to Tenant upon certain terms and conditions set forth herein; and

WHEREAS, Landlord has sufficient right, title and interest in and to the real property, together with the facilities, easements, rights, licenses, and privileges hereinafter granted, and has full power and authority to enter into this Agreement in respect thereof;

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, the sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Premises.

Landlord does hereby lease, demise and let unto Tenant certain portions of the City building known as the Spring Street Building/Garage at 84 Free Street in Portland, Maine, namely the 1,172+/- sq. ft. of office space on the first floor and 1,772 +/- sq. ft. in the basement of said Garage. Tenant agrees to accept the Premises in "as is" condition without representation or warranty by Landlord as to its condition or fitness for a particular purpose.

2. Term.

a. The term of this Lease shall commence October 1, 2016 (the "Commencement Date") and expire on September 30, 2023.

b. Provided that Landlord, in its sole discretion, first determines that Tenant is not in default of any term or condition of this Lease, this Lease may be extended for up to three years at a rental amount subject to the mutual agreement of the parties. Tenant shall provide written notice to Landlord of

its desire to extend the term of the Lease under this paragraph no less than ninety (90) days before the end of the term of this Lease.

c. Any holding over by Tenant at the expiration of this Lease and any extension thereof shall not constitute a renewal of the Lease, but at Landlord's election such holding over shall result in a tenancy-at-will from month to month at the same rent in effect at the expiration of the Lease.

3. Rent.

The annual rent for the premises shall be $1,000.00, payable in advance. Tenant shall pay the City rent for the first year of the term of this Lease within thirty days after the Commencement Date. Tenant shall pay rent for each subsequent year of this lease on each anniversary of the Commencement Date.

4. Parking

No parking is provided as part of this lease.

5. Obligations of Landlord.

The Landlord shall provide, at Landlord's expense the following services:

a. Maintenance and repair of the roof, exterior walls and structure of the building of which the Premises are a part, reasonable wear and tear, damage by fire and other casualty only excepted. Provided, however, that if such maintenance or repair is made necessary by fault or neglect of the Tenant or the employees, contractors, agents or invitees of Tenant, such maintenance or repair shall be at the expense of the Tenant and Tenant shall pay all costs therefor.

b. Maintenance of any Building common areas and any exterior Building grounds.

6. Obligations of Tenant.

The Tenant, at the Tenant's sole expense shall:

a. Determine all zoning information and secure all necessary or required permits and approvals for its proposed use of the Premises. Landlord makes no representations or warranties as to the suitability of, or the ability to obtain regulatory approval for the Premises for Tenant use.

b. Provide all HVAC Mechanical Equipment and Fit-up Improvements and be responsible for the cost of any modifications to existing mechanical

equipment to serve 84 Free Street space along with any fit-up improvements.

c. Submit any and all intended modifications to the Premises to Landlord for its approval prior to commencement of work. Tenant agrees that all work shall be completed in compliance with all applicable state and municipal building codes and ordinances.

d. Maintain the entire portion of the Premises including windows and doors in good repair. Casualty damage to windows and doors shall be the responsibility of the Tenant.

e. Be responsible for all maintenance and repairs of the Premises, including but not limited to air conditioning/heating system, plumbing, electrical and communication lines, as well any portions of such utility systems located in the Building/Garage but outside the Premises;

f. Properly bag and remove all trash and garbage.

g. Provide and be responsible for all cleaning and janitorial services including the cleaning of exterior windows for the Premises.

h. Pay and be responsible for all costs associated with utilities pertaining to the Premises including but not limited to all expenses relating to its use of telephone/communication services, internet, electricity, gas, heat, cooling, water and sewer and any submeters required for those utilities.

i. Tenant shall make no improvements to Premises without prior written approval of Landlord.

7. Use of Premises.

During the term of this Lease, the Premises may be used by Tenant for administrative office space, meeting space for its board members, basement storage, to provide the public with access to Tenant's services, and for no other purposes. Tenant must at all times comply with all applicable federal, state, and local laws, ordinances, codes, regulations and other requirements in its use of the Premises.

8. Assignment/Subletting.

Tenant shall not be permitted to assign this lease or sublet space without the express written consent of Landlord.

9. Casualty Damage.

a. If the Premises or any part thereof shall be destroyed or damaged by fire or other unavoidable casualty, so that the same shall be thereby rendered unfit for use, then, and in such case, the Rent hereinabove stated or a just and proportional part thereof, according to the nature and extent of injuries sustained, shall be suspended or abated, until the Premises shall have been put in proper condition for use by Landlord. Provided, however, in the event that restoration is not reasonably possible within ninety (90) days after the occurrence of such damage or destruction, then either Landlord or Tenant shall have the right to terminate this Lease by giving the other party written notice of such termination within thirty (30) days after such damage or destruction, and upon the giving of such notice, the term of this Lease shall cease and come to an end as of the date of such damage or destruction and any unearned rent shall be returned to Tenant.

b. Tenant shall be responsible for covering the equipment and supplies with such property and casualty insurance as it deems necessary and Landlord shall have no responsibility therefor. Tenant assumes all risk of damage, loss or casualty to its property, equipment and/or supplies while located at the Premises, even if the cause of such damage is the result of the negligent act or omission of Landlord, its officers or employees. Tenant shall defend, indemnify and hold the Landlord harmless from any claim arising out of or relating to any damage, loss or casualty to its property, equipment and/or supplies while at the Premises. Any casualty insurance obtained by Tenant for its property, equipment or supplies at the Premises shall include a waiver of subrogation against the Landlord.

10. Return of Premises; Trade Fixtures.

Tenant at the expiration of the Lease term shall peaceably yield up to Landlord the Premises including any renovations or leasehold improvements installed by Tenant during the term hereof, in good repair in all respects, reasonably use and wear and damage by fire and all other unavoidable casualties excepted. Tenant shall have the right to remove all trade fixtures, equipment and other personal property installed or placed by it at its expense in, on or about the Premises; provided, however, all damage caused by or as a result of such removal shall be repaired by Tenant.

11. Signage.

Tenant, at its sole expense, shall have the right to erect a sign on the Building provided it obtains all necessary permits and approvals. Final design and location of exterior signs shall be subject to Landlord's written approval, which approval shall not be unreasonably delayed or withheld, and shall be in accordance with all local and state governmental laws, ordinances, codes and regulations.

12. Insurance.

The Tenant will maintain at all times during its use and occupancy of the Premises adequate insurance coverage of not less than One Million Dollars ($1,000,000) per occurrence for general liability, workers compensation insurance in the amount required by Maine law; and fire legal liability insurance in the minimum amount of One Hundred Thousand Dollars ($100,000).

The Tenant shall furnish the Landlord with certificates of insurance indicating compliance with this paragraph in a form satisfactory to Landlord. The certificates shall provide that the coverage may not be cancelled without thirty (30) days advance notice of cancellation to the Landlord, and the Landlord shall be named as an additional insured on all liability policies, which shall be stated on such certificates. Any insurance provided by the Tenant shall be primary to any coverage which the Landlord may provide. Liability insurance coverage shall also extend to damage, destruction, and injury to City-owned or City-leased property and City personnel, to the extent caused by, or resulting from negligent acts, operations, or omissions of Tenant**,** its officers, agents, employees, invitees, and/or contractors.

13. Indemnity.

a. General. To the fullest extent permitted by law, Tenant shall at its own expense defend, indemnify, and hold harmless the Landlord, its officers, agents, and employees from and against any and all liability, claims, damages, penalties, losses, expenses, or judgments, just or unjust, arising from injury or death to any person, or damage to property sustained by anyone (including but not limited to Landlord employees or property), including but not limited to claims based upon violation of any environmental law or regulation, except to the extent that such claims are caused by a negligent act or omission of the Landlord, its officers, agents, servants or employees.

Tenant shall, at its own cost and expense, defend any and all suits or actions, just or unjust, which may be brought against Landlord or in which Landlord may be impleaded with others upon any such above-mentioned matter, claim or claims, including claims of contractors, employees, laborers, materialmen, and suppliers. In cases in which Landlord is a party, Landlord shall have the right to participate at its own discretion and expense and no such suit or action shall be settled without prior written consent of Landlord. Such obligation of indemnity and defense shall not be construed to negate nor abridge any other right of indemnification or contribution running to Landlord which would otherwise exist.

b. Without limiting the foregoing, to the fullest extent permitted by law, Tenant hereby agrees to assume all risk of injury, harm or damage to any person or property (including but not limited to all risk of injury, harm or

damage to Tenant's officers, agents, employees, contractors, customers or invitees or to their property) arising out of, during, or in connection with the rental or use of the Premises or any portion thereof and the activities hereunder which injury, harm or damage is alleged to be related to the presence of mold at or in the Premises, and to defend, indemnify and hold the Landlord harmless from any such liability, claims, damages, losses or expenses.

c. Covenant against liens: Tenant shall not cause or permit any lien against the Landlord's property or any improvements thereto to arise out of or accrue from any action or use thereof by Tenant and shall hold the Landlord harmless therefrom; provided, however, that Tenant may in good faith contest the validity of any alleged lien. Upon request of the Landlord, Tenant shall post a bond warranting payment of any such lien in the event Tenant contests such lien.

d. Survival. The Terms of this Section shall expressly survive the expiration or termination of this Agreement.

14. Covenants of Landlord.

Landlord covenants that it is the owner in fee of the Premises and can and will provide quiet enjoyment of the Premises during the original and any extended terms of the Lease, and that the Lease is signed by a duly authorized individual.

15. Default.

a) The occurrence of any of the following shall be an event of default under this Lease (each, an "Event of Default"):

i) Failure of a Party to perform any obligations or comply with any terms or conditions under this Lease and such failure continues for a period of fifteen (15) days from such Party's receipt of written notice from the other Party; provided, however, that if such failure to perform a material obligation is not capable of being cured within fifteen (15) days from receipt of written notice, then such period shall be extended, provided that the defaulting Party commences to cure such failure within thirty (30) days and thereafter diligently continues to cure such failure to completion.

ii) Failure of tenant to comply with the terms and conditions of any of the PDC Loan documents.

iii) Either Party becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect.

b) Upon a party's default and failure to cure, the other party shall have the right, at its option, and in addition to any other remedies, to terminate this Lease by giving the party in default written notice thereof and upon the giving of such notice, this Lease and the term hereof shall cease.

c) Upon any termination of this Lease, Tenant shall quit and surrender to Landlord the Premises in accordance with the provisions of hereof. If this lease is terminated, Tenant shall remain liable to Landlord for all Rent accrued and unpaid up to the date of such termination, as well as all Rent for the remainder of the term as and when it shall come due. Tenant shall pay all reasonable costs, expenses, liabilities, losses, damages, fines, penalties, claims, and demands, including reasonable counsel and consultant fees, that are incurred by Landlord as a result of Tenant's default under this Lease.

16. Notices.

Any notice required to be given under this Lease shall be in writing and shall be hand-delivered or sent by U.S. certified mail, return receipt requested, postage prepaid, addressed to the parties as stated below or such other address as either party may designate in writing to which its future notices shall be sent.

To Tenant:	To Landlord:
Creative Portland Corporation P. O. Box 4675 Portland, ME 04112	Parking Manager City of Portland 389 Congress Street Portland, Maine 04101 cc: City Manager, same address

17. Amendment.

Both parties hereto acknowledge and agree that they have not relied upon any statements, representations, agreements or warrantees except such as are expressed herein. The terms of this Lease may be modified or amended by the mutual assent of the parties hereto; provided, however, that no such modification or amendment to this Lease shall be binding until in writing and signed by both parties.

18. Inspection and Entry.

The Landlord and/or its agents, may, with reasonable notice, enter to view, show and make any repairs or inspection of the Premises. The Landlord shall have the right of immediate entry without notice in the event of any emergency or if the Tenant fails to pay rent, commits waste, or otherwise fails to comply with terms and conditions hereof.

19. Entire Agreement.

This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior agreements and commitments with respect thereto. There are no oral or written understandings, warranties, terms or conditions, and neither Party has relied upon any representation, express or implied, not contained in this Agreement.

20. Severability.

Any term or provision of this Agreement that is or becomes invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining term and provisions of this Agreement or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

21. Successors Bound.

The terms, covenants and agreements herein contained shall be for the benefit of and be obligatory upon the heirs, successors and assigns of the respective parties hereto.

22. Governing Law; jurisdiction.

This Lease shall be governed by and construed in accordance with the laws of the State of Maine. All disputes hereunder which are not mutually resolved shall be resolved by trial without a jury in the Courts of Cumberland County, State of Maine.

23. Force Majeure.

Neither Tenant nor Landlord shall be deemed in violation of this Lease if it is prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, acts of God, war, acts of superior governmental authority or other reason over which it has no control; provided, however, that the suspension of performance shall be no longer than that required by the force majeure and the party prevented from performance has given written notice thereof to the other party.

24. Counterparts.

This Agreement may be signed in any number of counterparts, which, together, shall represent a fully executed original as if signed by both Parties.

25. Non-Waiver.

No waiver of any breach of any one or more of the conditions of this Lease by the Landlord or Tenant shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed as of the day and year first above written.

WITNESS:

_____

CREATIVE PORTLAND CORPORATION

By: _____

Name:_____

Its:_____

CITY OF PORTLAND

_____

By: _____
Jon P. Jennings
Its City Manager

Approved as to form:

_____
Corporation Counsel's Office

Approved as to funds:

_____
Finance Department

Memorandum

To: Councilor Brenerman and Members of the Economic Development Committee

From: Bill Needelman, Waterfront Coordinator

Date: August 18, 2016

Re: Agenda Item 3, Amethyst Lot Planning – Presentation on draft *Development Program*

Introduction

At the August 23, 2016 meeting of the Economic Development Committee, ED staff will provide a presentation on the current status and future planning for the so-called "Amethyst Lot."

As presented to the EDC in April of this year, creating a signature open space amenity on the parking area located along the water east of Ocean Gateway has been a long term goal for the City. The redevelopment of the Amethyst Lot is included in the integrated work plan of ongoing and proposed projects for the Eastern Waterfront and has been prioritized by the City Manager for implementation.

Current Process

A workgroup of City Staff from multiple departments has been tasked by the City Manager to generate concept level designs and budgets for the Amethyst Lot for consideration in the next budget cycle. This time frame requires a concerted and focused effort that relies on past planning, current policies, and the participation of knowledgeable stakeholders – including the public. This is to be a city staff-led process with stakeholder involvement on a firm timeline for completion.

Existing city policies, based on years of public process, provide clear direction for the general program of the site. The first step is to develop a *program statement* that will guide the design process and procurement of design consultant services. The staff workgroup has collaborated on a draft statement that is attached to this memo.

Following the writing of this memo, staff will host a group of stakeholders to provide comment and contributions to the document. The invited stakeholders comprise an invited group of willing participants that include representatives from direct abutters to the site, community boating, the Planning Board, and the Parks Commission. The stakeholders are not being asked to make recommendations or decisions related to the site, but to volunteer expertise, feedback, and perspective to the process. ED staff will brief the EDC on the outcomes of the stakeholder group discussion at the August 23 meeting, including potential edits to the draft *program statement*.

Purpose of the *Program Statement*

The *program statement* describes both *who and what* will be included in the space. In addition to focusing the community conversation towards specified outcomes, the statement becomes the core of a *scope of services* for procuring a design consultation team to generate alternatives, cost estimates, and visualization material for consideration.

Future Process and EDC Role

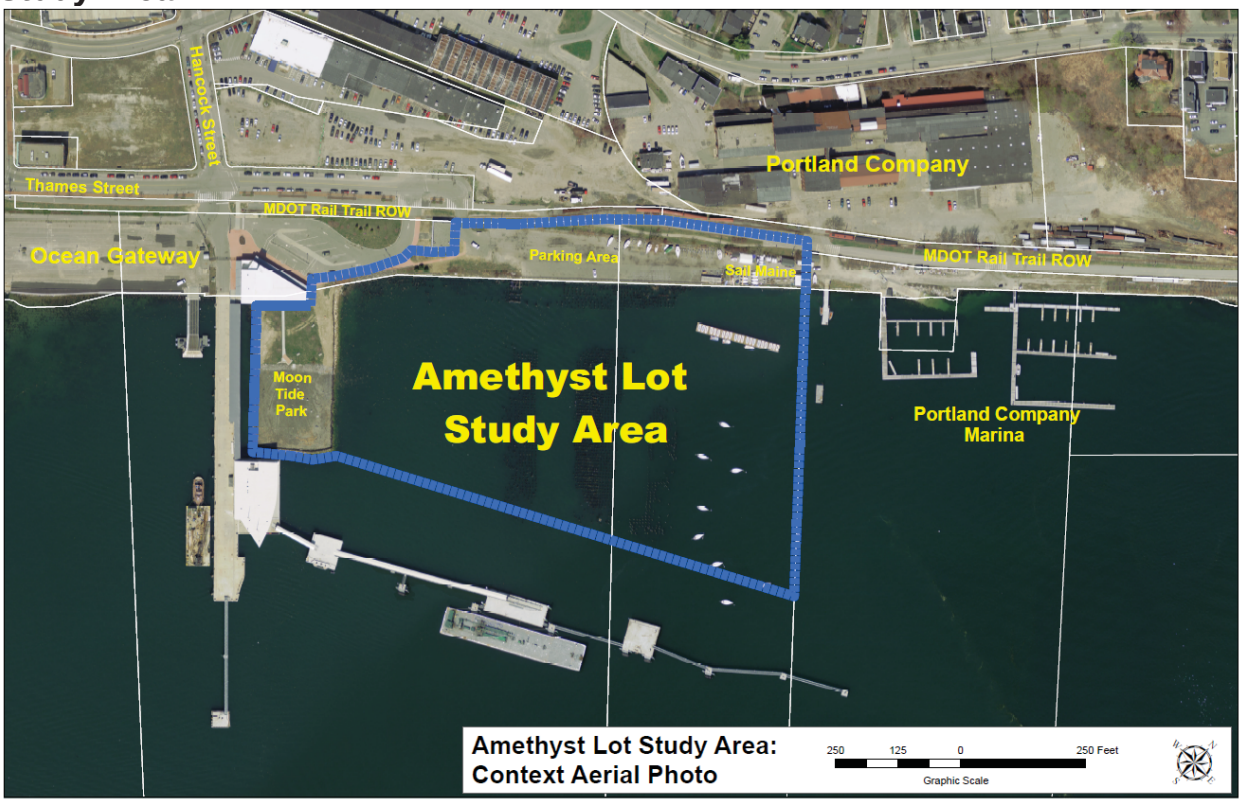
After finalizing the *program*, staff will issue a request for proposals to engage a design consultant team. As the design team engages in the work, the stakeholder group will be asked to assist in the generation of ideas and to provide feedback on designs through the process. The public, the EDC, and the Parks Commission will also be asked to provide feedback at key process milestones.

Staff will look to the EDC as the lead on policy direction through the process. Key process milestones in the draft work plan include:

• RFP for consulting services	Sept – Nov 2016
• Initiate design process	Dec 2016
• Stakeholder input	Jan 2017
• Alternatives development	Jan – Feb 2016
• Public Forum	Feb 2017
• Staff Workgroup recommends preferred alternative with planning budget to City Manager	March 2017
• EDC – Direction to proceed with preferred alternative	March 2017
• Parks Commission – Presentation of preferred alternative	March-April 2017
• Full Council Workshop	May 2017
• EDC – Recommendation to full Council on preferred alt	June 2017
• Full Council Public Hearing	June – July 2017

Attachments: Amethyst Lot Program Statement, Draft, August 15, 2016

Amethyst Lot Program Statement, Draft
August 15, 2016
Study Area:



Goals:

- The Amethyst Lot will provide the City of Portland a signature amenity that functionally, visually, and symbolically connects people with Portland's maritime heritage and future.

- The Amethyst Lot will provide Portland citizens and visitors an accessible place to interact with the water at user-directed intensities – from quiet contemplation to performance competition – from toes in the water to maritime adventure – from a memorial service to commercial enterprise.

- The Amethyst Lot will provide a public face, an open door, and a front porch on the world class resource of Casco Bay.

- The Amethyst Lot will add value to its neighbors, the Eastern Prom Trail, Moon Tide Park, public infrastructure, and integrated public and private developments.

- The Amethyst Lot will provide opportunities for play for children and adults of all ages.

- The Amethyst Lot will anticipate and accommodate sea level rise and intense storm threats through resilient and responsible design.

- The Amethyst Lot will improve water quality and the environment of Portland Harbor by helping to reduce combined sewer overflows.

- The Amethyst Lot will have a better name.

Minimum Development Program for the Amethyst Lot:

- Public landing and transient vessel berthing.
- Open space and trail enhancements that are fully accessible by pedestrians and bicyclists.
- Opportunities for community boating and Sail Maine
- Public views to and from the water using low-scale, dispersed structures/landscape design elements where needed.
- Opportunities for passive enjoyment of the water
- Access to the intertidal zone
- Storm water treatment for on-site impervious surfaces

Potential Additional Program Elements

- Commercial berthing for home-port charter and water taxi services
- Public rest rooms
- Public fishing
- Signature Feature –functional and/or artistic statement symbolizing the site and the city; could take the form of design feature, a particular use, public art installation, etc.
- Storm water management for off-site impervious surfaces

Examples of Design Features to achieve the *Goals* and implement the *Development Program* described above:

- Tide pool playground
- Public art
- Fountains and play features (hills, mounds, boulders, splash pads, etc.)
- Seating for multiple uses in a variety of conditions
- Living shoreline/beach construction
- New fixed piers and re-use of existing pilings and historic pier areas
- Floating docks and structures
- Small on-land structures supporting on-site program
- Green infrastructure highlighting interaction between water and land
- Storm drain outfall on the site which will allow the city to provide separated storm drain service to the Munjoy Hill/Fore Street Watershed
- Pedestrian pathways, internal, at water's edge, or extending over the water, augmenting the Eastern Prom Trail
- Shared facilities that accommodate multiple compatible uses
- Lawns and/or hills
- Picnic areas

- Steps, ramps, seats at/to the water's edge
- Info signs/wayfinding
- Short-term parking and *pick up-drop off* serving on-site uses

Economic Development Department
Gregory A. Mitchell, Director

TO: Economic Development Committee

FROM: Greg Mitchell, Economic Development Director

DATE: August 17, 2016

SUBJECT: **Updated 2016 Economic Development Committee Work Plan**

This memorandum continues to remind the EDC of the 2016 EDC Work Plan as may be amended in the future.

City Permitting and Inspection System Improvements (2016 Mayor and City Council Goal)
Create a more efficient permitting process with specifics; computer tracking.

ACCOMPLISHED. After EDC discussion and recommendation, on March 21st, the City Council voted to approve the City Manager's recommendations to create a new Department to improve permitting and inspection efficiencies with new fees.

Office for New American Mainers (2016 Mayor and City Council Goal)
Create an office for new Americans to assist with job opportunities and business development

Next Steps. The EDC held a public hearing, on March 22nd, to receive community input on establishing this new office. A follow up discussion which focused upon City services to immigrants occurred at the April 5th EDC meeting. This was followed by hearing from outside organizations providing services. At the April 26th EDC meeting, the Committee heard from Catholic Charities and Coastal Enterprises. At the May 24th EDC meeting, the Committee heard from the Greater Portland Workforce Initiative, Goodwill Workforce Solutions, and Coastal Counties Workforce.

At the EDC's July 5th meeting, the Committee heard from Julie Sullivan, Senior Advisor to the City Manager, regarding a summation of what has been learned so far; best practices; and next steps which includes, at the September 6th EDC meeting, hearing from organizations and heads of the immigrant community in response to specific questions to be provided to them mid-August. That meeting will help to form the Agenda for the forum to be held at USM's Hannaford Hall on Weds., October 26th, from 8:00 a.m. to 3:00 p.m.

Broadband Access (2016 Mayor and City Council Goal). High speed infrastructure; broad band.

IN PROCESS AND Next Steps. At the July 26th, 2016, meeting, staff provided a summary of a proposed Master Lease Agreement with Verizon to support small cell technology investment in Portland. The City Council approved this Master Lease on August 1, 2016.

Also, it is noted the City issued a News Release on July 19th with the topic "City Seeks Citizens to Complete Internet Services Survey" and noting "Selects SiFi Networks to explore potential citywide fiber network". Staff continues to work with SiFi Networks to move forward with a public-private partnership.

Portland Ocean Terminal (2016 Mayor and City Council Goal)
Establish direction on the future of the Portland Ocean Terminal. With as much as 70,000 square feet of vacant space, the Portland Ocean Terminal on the Maine State Pier needs a plan for investment and optimized utilization. Existing uses, including City cruise ship port of call support, Portland Tugboat, and Ready Seafood, provide a solid basis for growth; however, the building's age, condition, and lack of supporting infrastructure (parking loading, sidewalks …) severely limit the potential reuse of the building as currently configured.

Next Steps. Staff provided a presentation at the April 5th Special EDC Meeting for discussion and direction. The staff presentation included a summary of past history and a recommended approach to achieve consensus on policy direction related to the Maine State Pier Portland Ocean Terminal for short-term, interim and long-term uses, including consideration of establishing an innovation center.

This was followed by the EDC committing its May 3rd solely for a tour of the Eastern Waterfront, from the Portland Company site to the Maine State Pier.

See the "Eastern Waterfront Public Infrastructure Investment" section the "Establishing New Policy Direction" for the Ocean Gateway Queuing Area for next steps.

Portland Economic Development Plan
It is staff's position that the City Economic Development Plan, adopted by the City Council in the Fall of 2011, remains sound. However, the 2016/2017 Work Plan needs to be prepared.

ACCOMPLISHED. Greg Mitchell convened a meeting, on March 17th, with all Plan key stakeholders (Convention and Visitor Bureau; Portland Community Chamber of Commerce; Creative Portland; Portland's Downtown; and, Portland Development Corporation) to prepare a 2016/2017 Draft ED Plan Work Plan for future EDC review and discussion. Follow up meetings were held on April 6th and May 18th with Stakeholders to review and discuss the 2016/2017 Draft ED Plan Work Plan. The recommended 2016/2017 Work Plan was presented to the EDC at its June 28th meeting, and the EDC unanimously vote to forward it to the City Council as a communication. The City Council received the Work Plan as a communication at its August 1st, 2016 meeting.

It is noted that the EDC directed staff to invite Portland Economic Development Plan stakeholders to provide brief presentations at future EDC meetings. Presentations included:

Jennifer Hutchins, Creative Portland Executive Director presented on February 11th.
Casey Gilbert, Portland Downtown Executive Director presented on February 23rd.
Barry Sheff, Portland Development Corporation President was scheduled to present at the April 5th EDC meeting; in his absence, Greg Mitchell gave the presentation.
Lynn Tillotson, with CVB, presented on April 26th.
Chris Hall, with the Portland Community Chamber, presented on May 24th.

It is also noted that the City of Portland participates in the ***Greater Portland Economic Development Corporation*** (GPEDC) which was established to support regional (Portland, South Portland, Westbrook, Scarborough, Falmouth and Cape Elizabeth) economic prosperity. The GPEDC's current focus is on an international business development program.

City Owned and Tax Acquired Property Disposition
ACCOMPLISHED Rule Amendments and Update.

Rule Amendments. The City Council received a workshop on February 8th to present proposed amendments to receive direction from the City Council. This workshop was followed by the February 11th EDC meeting for Committee discussion and vote to recommend to the City Council. The EDC voted unanimously to recommend the City Council adopt to the proposed amendments to the Rules as modified. City Council first reading for this item was held on March 21st followed by a second reading and vote to approve recommended amendments at the April 4th City Council meeting, which occurred at the April 4th meeting.

Update. Staff reviewed and researched forty-four developed properties and contacted prior property owners. Thirty-two of the forty-four developed properties have been redeemed or ownership transferred back to prior owners with payment of all past property taxes totaling just over $350,000. Staff is working through a process with the remaining developed properties to resolve how best to process. Also, staff is has begun to research the 46 vacant properties to determine how best to procced.

Lastly, a RFP has been issued to solicit proposal for broker and aucuntioneer services to assist staff with the property disposition process.

Lease of City Properties
Leasing City owned properties requires City Council approval. Policy discussion regarding the leasing of City owned properties needs to be discussed. Examples of commercial leases requiring EDC (in the form of a recommendation to the City Council) and City Council action include:

> ***Ocean Gateway*** to support a new ferry operator lease. A proposed Lease with Bay Ferries was presented to the EDC at its April 26th meeting followed by a City Council approval at their May 2nd meeting. Ferry service began on June 15, 2016.
>
> ***Portland Ocean Terminal tenant leases*** including Ready Seafood Companies. It is noted that the Portland Ocean Terminal is a separate goal in this work plan.
>
> ***Spring Street Parking Garage Commercial tenant leases*** including the Pirates (existing tenant) and 1,172 square feet of adjacent vacant commercial space is being marketed. A tenant leasing opportunity will be presented at the August 23, 2016 EDC meeting.

Next Steps include presenting commercial leases to the EDC when ready.

Eastern Waterfront Public Infrastructure Investment
Investing in public infrastructure is an important municipal government responsibility to attract private sector investment. Locations which require public infrastructure planning include both implementation of existing policies and creating new policy direction for investment:

Implementing Existing Policy:

Private Development Integration. The Economic Development Department is leading a Planning, Public Works, and Parks & Recreation Departments discussion to plan road and utility extensions in Portland's Eastern Waterfront planning district facilitating planned and future development consistent with the Eastern Waterfront Master Plan (EWMP.)

Next Steps. Staff and CPB2 Developers will provided a presentation on proposed public infrastructure improvements at the July 26th EDC meeting.

Amethyst Lot Open Space Development. Implementing recommendations from the EWMP and conditions of approval from Ocean Gateway, to define program and design elements for signature waterfront open space promoting recreation and active use of the water in a park-like setting.

Next Steps. On May 16th, the City Council approved $80,000 in funding to support a planning and public process scope for the Amethyst Lot. A presentation on the Amethyst Lot Planning effort will be provided at the August 23, 2106 EDC meeting.

Establishing New Policy Direction:

Ocean Gateway to discuss reconfiguration of the "queuing area" located behind the fence to free up property for more diversified marine activity, support for the Portland Ocean Terminal, and expanded access to the water for commercial and public uses.

Possible new Pier development between Ocean Gateway and the Maine State Pier to support increased commercial use of the waterfront and support for the marine passenger industry.

Portland Ocean Terminal (POT). Evaluate supporting infrastructure to attract increased commercial and marine tenant use of available 25,000 +/- square feet of vacant second floor office space and 70,000 square feet of vacant ground floor marine industrial space. It is noted that this is a separate Mayor and City Council Goal and tightly aligned with potential Ocean Gateway queuing area changes contemplated below.

Next Steps. Next steps include, over the next two years (i.e., term of the Bay Ferries Lease), City staff working on funding and planning opportunities to clarify new policy direction for the queuing area, possible new pier, and more intensive use of the POT. Updates will be provided to the EDC when appropriate.

Portland Transportation Center (PTC)

In partnership with the MDOT, NNEPRA, and private sector property owners work to develop an expanded intermodal passenger station in the Thompson Point area.

Next Steps. Staff to work with the transportation agencies and private partners to establish timeline and work plan for PTC improvements. Present briefing to the EDC when appropriate.

Tax Increment Financing Districts

Annually the Economic Development Department issues a city Fiscal Year Report related to Portland TIF District activity. This report is available on the City web page at:
http://www.portlandmaine.gov/529/Tax-Increment-Financing

The annual updated TIF District activity report will be presented to the EDC and City Council in the Fall of 2016.

One recommended TIF District amendment to discuss, in 2016, is the possible geographic expansion is the Waterfront TIF District. The area to consider including in the Waterfront TIF District is East and West Commercial property expansion opportunities due to planned private sector investment projects and supporting public infrastructure needs.

Next Steps presenting any private TIF District request to the EDC for direction along with revisiting the Waterfront TIF District boundaries for possible expansion.

At the EDC meeting of June 28, 2016, the EDC reviewed and unanimously recommended to the City Council that it approve a Tax Increment Financing District and Credit Enhancement Agreement with ImmuCell Corporation to supports its expansion project at 56 Evergreen Drive. This was scheduled for a first reading, by the City Council, on August 1, 2016, with second reading/public hearing/vote on September 7th, 2016.

Outdoor Seating for Food Service Establishments
Review current permitting process/ordinance and any barriers, particularly for older buildings.

Other Unanticipated Matters
One recent example includes tour operating licensing referred by the City Council. The City Council voted to amend City regulations on tour operators on March 21, 2016.

Other unanticipated matters are expected to be added to the EDC Work Plan.

Other Economic Development Items Discussed in the Mayor and City Council City Goal Setting Session include:

- Research best practices;
- Look in neighborhoods to encourage restaurants in mixed use buildings;
- Rewrite the economic development plan with stakeholders and regional view;
- Stream line process for tax exempt property;
- Set up a City mechanism to attract festivals and events;
- Incentives for business clusters;
- Look at zoning in relationship to business development (example: East Bayside);
- Bring consistency to the approval process (Planning Board and Council);
- What do we need to be prepared for a downturn in the economy;
- Work with community on workforce development; CDBG;
- Extend sidewalk for restaurants;
- Review business and industrial development off peninsula and encourage more; and
- Deal with TIF review policy; how can they result in higher wages.