Portland, Maine Yes. Life's good here.

ECONOMIC DEVELOPMENT COMMITTEE

DATE:	**November 1, 2016**
	(Tuesday)
TIME:	**5:00 – 7:00 p.m.**
LOCATION:	**Room 209**
	Portland City Hall

A G E N D A

1. **Americold Cold Storage Project Update for Committee's Information – No Action Required (5:00 p.m.) – Michelle Brooks/Americold and Jedd Steinglass/Woodard and Curran**
   a) See enclosed background material and presentation at Committee meeting.

2. **Convention Center Project Update for the Committee's Information – No Action Required (5:30 p.m.) – Steve Hewins/Maine Convention Center Collaborative**
   a) See enclosed Project overview and presentation at Committee meeting

3. **Review and vote to recommend to City Council a Purchase and Sale Agreement with CPB2 to sell a portion of City-owned property (6:00 p.m.) – Greg Mitchell**
   a) See enclosed memo from 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 real estate negotiations.

4. **Review of 2016 Updated Economic Development Committee Work Plan for discussion (6:30 p.m.).**
   a) See enclosed memo from Greg Mitchell and 2016 Updated EDC Work Plan.

Public Comment will be accepted on action items.

Next Meeting: November 22, 2016

Councilor David Brenerman, Chair

COMMITMENT & INTEGRITY
DRIVE RESULTS

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

T 800.426.4262
T 207.774.2112
F 207.774.6635

MEMORANDUM

TO: Anne Pringle, Western Promenade Neighborhood Association
Ian Jacob, West End Neighborhood Association
Jill Duson, Portland City Councilor (At-Large)
Jon Hink, Portland City Councilor (At-Large)
Nicholas Mavodones, Jr, Portland City Councilor (At-Large)
Spencer Thibodeau, Portland City Councilor (District 2)

CC: David Gray, Americold
Pat Ballard, Americold
Todd Sheldon, Americold
Bill Needelman, City of Portland Waterfront Coordinator
John Henshaw, Maine Port Authority

FROM: Jedd Steinglass, LSP
Mary McCrann, AICP

DATE: August 10, 2016, Revised September 1, 2016

RE: Community Outreach Schedule: Future Cold Storage Facility, West Commercial Street, Portland, Maine

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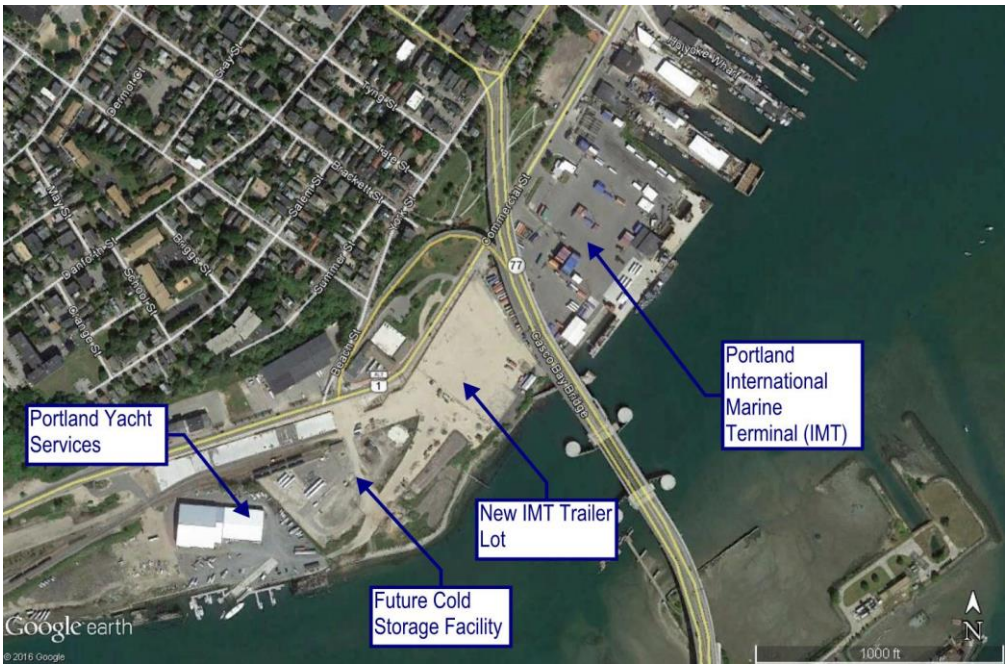
Introduction

In July 2015, the Maine Port Authority issued a request for proposals to identify a qualified developer to construct a cold storage facility on approximately 6.3 acres of state-owned land located adjacent to the International Marine Terminal on West Commercial Street in Portland. This land is in the same general location as the former Portland Gas Light Company, which has been most recently occupied by Unitil and NGL Propane. As a result of a competitive process, Americold was selected as the most qualified bidder and was awarded the opportunity develop this facility. An aerial photo showing the location of the International Marine Terminal and future cold storage facility site is presented below.



Americold is the global leader in temperature-controlled supply chain solutions for the food industry, offering the most comprehensive warehousing, transportation and logistics solutions in the world. Based in Atlanta, Georgia, Americold owns and operates over 175 temperature-controlled warehouses, with more than 1 billion cubic feet of storage, in the United States, Australia, New Zealand, China, Argentina and Canada. Americold's facilities are an integral component of the supply chain connecting food producers, processors, distributors, and retailers to consumers. Americold serves more than 3,000 customers and employs 11,000 associates worldwide.

Woodard & Curran has been retained by Americold to provide consulting services during the initial phase of the City of Portland permitting process for the future cold storage facility. Our work will include preparing for and attending a pre-application meeting with Americold and City of Portland Department representatives. The goal of this initial meeting will be to gain or verify basic information concerning the City's permitting process.

The information received at the pre-application meeting will allow Americold to develop solicitation documents for the design, permitting, and construction of the cold storage facility. It is the collective goal of Americold, the Maine Port Authority, and Woodard & Curran to design and build a highly efficient, sustainable, and visually appealing cold storage facility at this underutilized industrial property along Portland's working waterfront.

This project and the resulting facility will have a significant positive impact on the State and local economies, create jobs, and further expose Maine products to the global market. We recognize the importance of including our neighbors and community members in the upcoming design process, particularly those that live in the West End and may be impacted by the project. We hope that involving the community will help inform a design that will ultimately result in a facility that we can all support and be proud of.

Draft Community Outreach Schedule

Though the design of this facility has not been formally initiated, Woodard & Curran has developed a draft community outreach schedule that includes meetings which will provide opportunities for input prior to the initial design development, and then throughout the permitting process. This draft schedule is on the following page. Please note that this schedule is preliminary and the presented dates are subject to change.

Draft Community Outreach Schedule Future Cold Storage Facility, West Commercial Street, Portland, Maine	
Date*	**Event**
October 13, 2016	Neighborhood meeting at a to-be-selected location in the West End to present initial concept designs including layout and elevations prior to the preparation of the Level III Site Plan Application. This meeting is not required by the City of Portland's permitting process but is being conducted to provide additional opportunity for input early in the design phase.
November 18, 2016	Submittal of the Level III Site Plan Application.
December 1, 2016	Neighborhood meeting at a to-be-selected location in the West End to present revised concept designs including layout and elevations included in the Level III Site Plan Application. This meeting is prescribed by the City of Portland's permitting process. Notice will be provided to all abutters and interested community members are welcome to attend.
December 13, 2016	First Planning Board Workshop. The purpose of the workshop is to determine the completeness of the application, to identify questions for the applicant to address, and to allow the Planning Board to provide feedback to the applicant concerning the status of the application. This workshop is prescribed by the City of Portland's permitting process and the community is invited to comment on the application at this workshop.
January 1, 2017	Second Planning Board Workshop (if required). If additional discussion with the Planning Board is required following the first workshop, a second workshop will be scheduled. Similar to the first, the community is invited to comment on the application at this workshop.
February 28, 2017	Planning Board Public Hearing. The public hearing is the point in the process where the Board takes final action on the application before it. This hearing is prescribed by the City of Portland's permitting process and the community is invited to comment on the application at this hearing.
*Please note that this schedule is preliminary and the presented dates are subject to change.	

Communication Options

Once the outreach schedule has been finalized, Woodard & Curran will develop a plan to effectively advertise and communicate the opportunities for public input. We hope to involve the City of Portland, the West End Neighborhood Association (WENA), and the Western Promenade Neighborhood Association (WPNA) in the implementation of this Communications Plan. Proposed elements of this plan include:

- Email notices distributed via the distribution lists of the WENA, WPNA, and City of Portland interested citizens list at least 10 calendar days prior to all meetings.
- Direct mail to property owners within 500 or 1,000 feet of the development site (as applicable) at least 10 calendar days prior to the December 1, 2016 (final date pending), Neighborhood meeting.
- Event notices on the website and/or social media pages of the WENA, WPNA, and City of Portland at least 10 calendar days prior to all meetings. Notices also advertised via the West End News and Nextdoor West End (provided that access is available via a resident member account).

Opportunities for Feedback

Woodard & Curran requests the review of this draft outreach schedule and communications options and encourages comments and recommendations. Ultimately we will ask for support of the schedule from the neighborhood organizations in the West End and from the City Councilors.

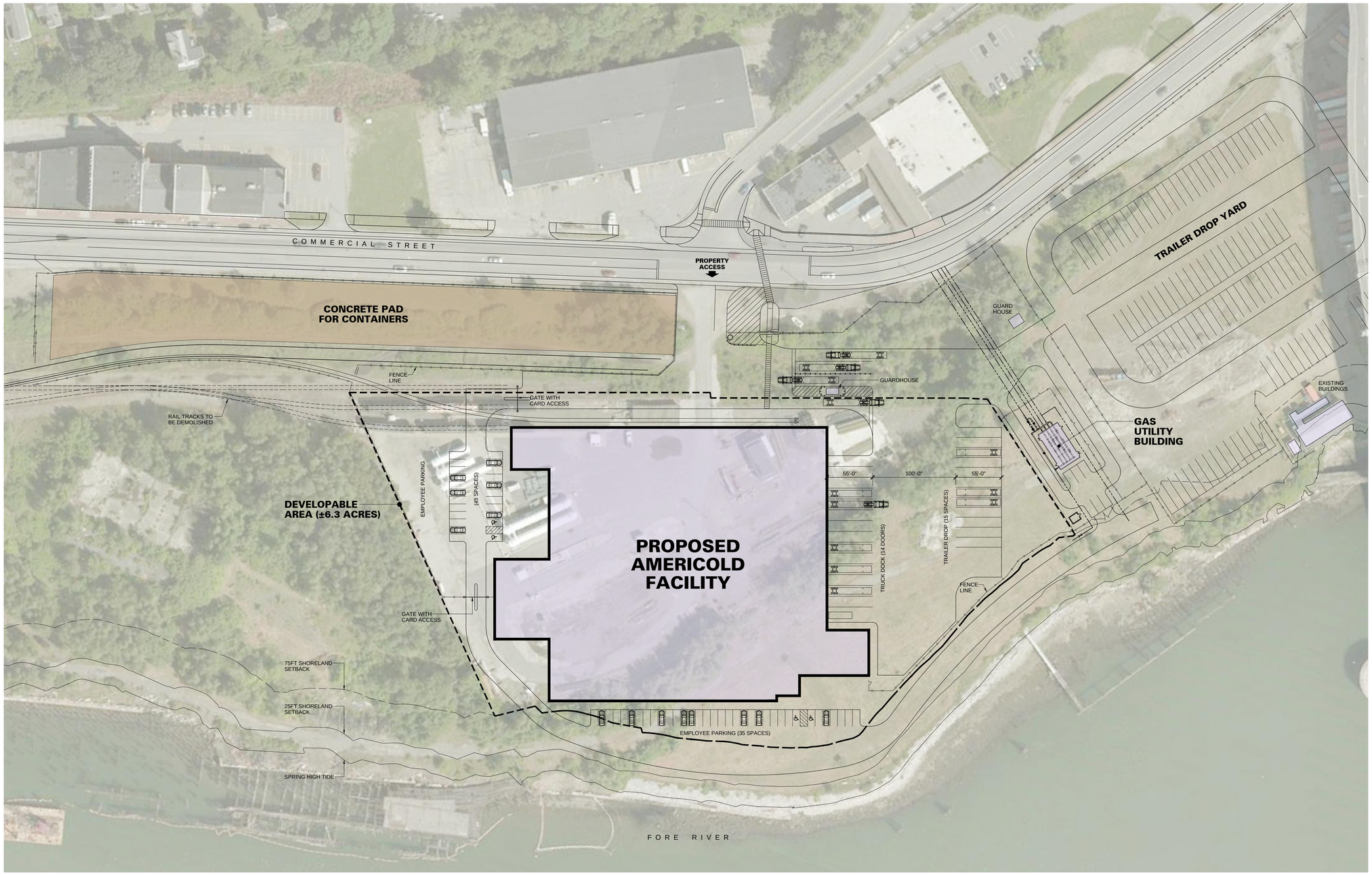
In coordination with the schedules of Americold representatives, Woodard & Curran invites representatives of the WENA, WPNA, and City of Portland to meet at the **International Marine Terminal offices on Wednesday August 24, 2016 at 6:00 pm**.

This meeting will provide an opportunity for introductions to Americold representatives and a review of the schedule and communication options discussed in this memorandum. Please note that no formal design work will have been completed as of this date but we would be happy to discuss what is known at that time and answer questions.

Those who cannot attend this meeting are welcome to reach out to Jedd Steinglass and/or Mary McCrann of Woodard & Curran using the contact information below:

Jedd Steinglass, LSP
Project Manager
Woodard & Curran
Office: 800.426.4262
Direct Line: 207.558.3732
Cell Phone: 207.756.2319
jsteinglass@woodardcurran.com

Mary C. McCrann, AICP
Senior Planner
Woodard & Curran
Office: 800.426.4262
Direct Line: 207.558.3783
Cell Phone: 207.318.4806
mmccrann@woodardcurran.com



SITE DEVELOPMENT CONCEPT

SCALE: 1" = 50'-0"

0 50 100 200 FT

PROJECT DATA	
DEVELOPABLE SITE AREA	±6.3 ACRES
PROPOSED BUILDING FOOTPRINT	120,140 GSF
EMPLOYEE PARKING	80 SPACES
TRUCK DOCK	14 DOORS
TRAILER DROP	15 SPACES
RAIL DOCK	3 DOORS

N W E S

SUBMITTALS / REVISIONS

No.	DESCRIPTION	DATE	BY
1	ISSUE FOR REVIEW / PRICING	02/10/16	DGRAY

PRELIMINARY DRAWING: ■
RFP DRAWING: □
CONSTRUCTION DRAWING: □
AS-BUILT DRAWING: □

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americold

10 Glenlake Parkway
South Tower, Suite 600
Atlanta, GA 30328

Ph: (678) 441-1400
Fax: (678) 441-6824
Web: www.americold.com

PROJECT

MAINE PORT AUTHORITY

PROPOSAL FOR
IMT WEST COLD STORAGE FACILITY

460 COMMERCIAL STREET
PORTLAND, ME 04101

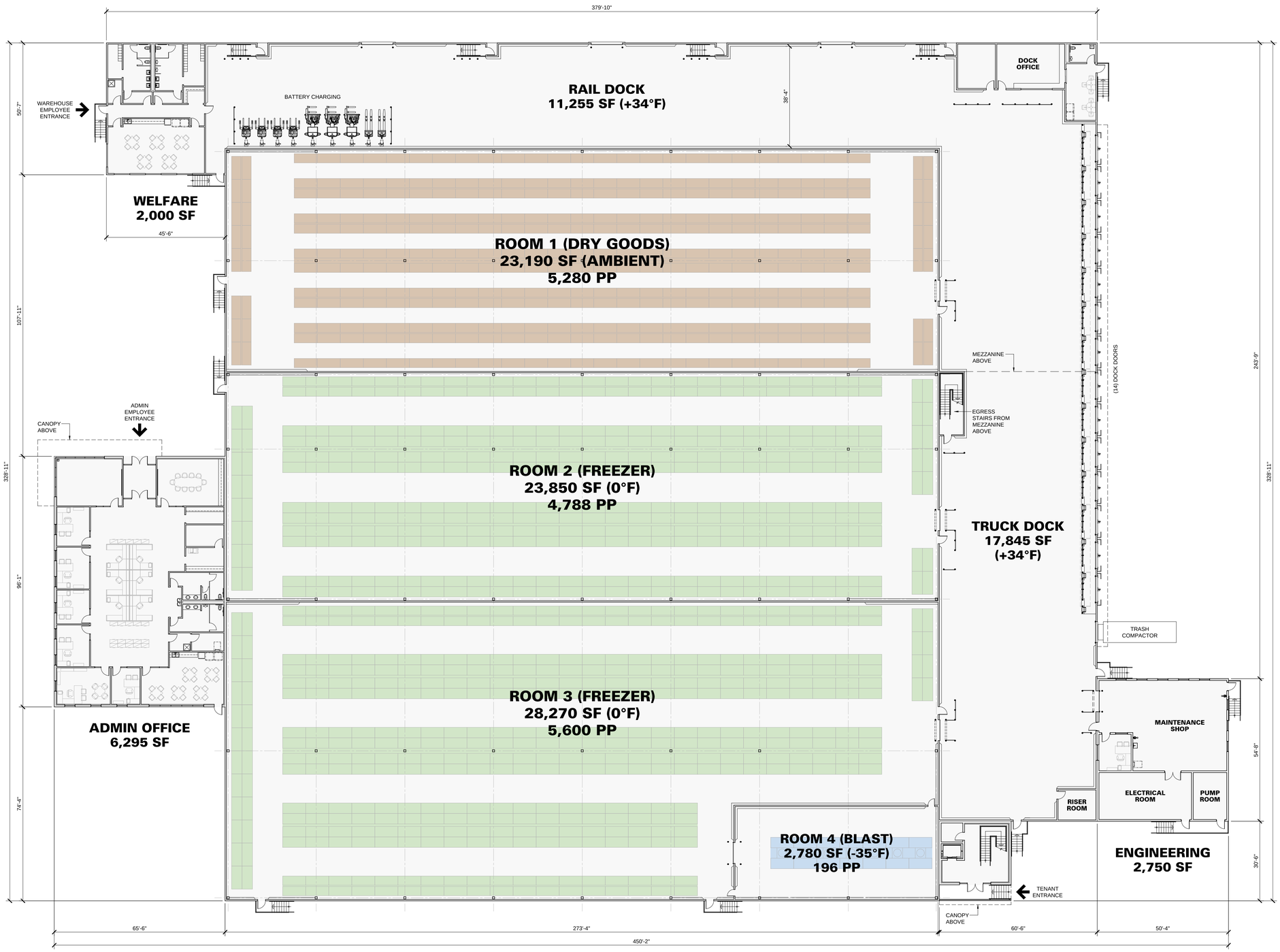
DRAWING

SITE DEVELOPMENT CONCEPT

PROJECT No:	1533	**DRAWN:**	DGRAY
DATE:	01/20/2016	**CHECKED:**	KHH
SCALE:	AS NOTED		

DRAWING No:

A101



BUILDING FLOOR PLAN - PROPOSED WAREHOUSE

SCALE: 1/16" = 1'-0"

0 10 20 30 40 50 FT

SCALE: 1/16" = 1'-0"

BUILDING DATA	
WAREHOUSE FIRST FLOOR	120,140 SF
WAREHOUSE MEZZANINE	10,935 SF
WAREHOUSE TOTAL	131,075 SF
WAREHOUSE CLEAR HEIGHT	55'-4' (664")
PALLET STORAGE CAPACITY (DRY GOODS0	5,280 P.P.
PALLET STORAGE CAPACITY (FREEZER)	10,388 P.P.
PALLET TORAGE CAPACITY (BLAST)	196 P.P.
PALLET STORAGE CAPACITY TOTAL	15,864 P.P.

N W E S

SUBMITTALS / REVISIONS

No.	DESCRIPTION	DATE	BY
1	ISSUE FOR REVIEW / PRICING	02/10/16	DGRAY

PRELIMINARY DRAWING: ■
RFP DRAWING: ☐
CONSTRUCTION DRAWING: ☐
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PROJECT

MAINE PORT AUTHORITY

PROPOSAL FOR
IMT WEST
COLD STORAGE FACILITY

460 COMMERCIAL STREET
PORTLAND, ME 04101

DRAWING

BUILDING FLOOR PLAN
PROPOSED WAREHOUSE

PROJECT No:	1533	**DRAWN:**	DGRAY
DATE:	01/20/2016	**CHECKED:**	KHH
SCALE:	AS NOTED		

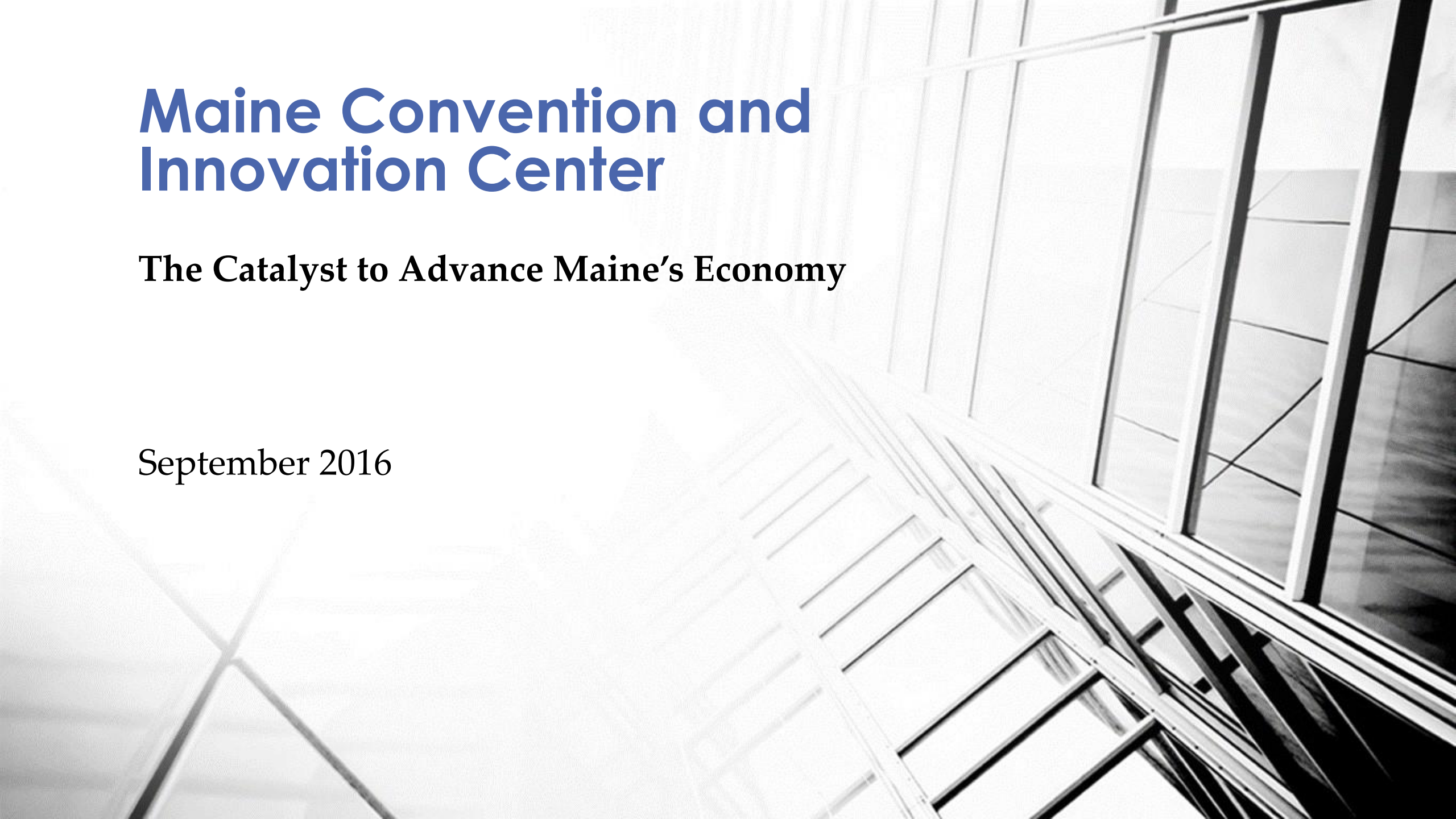
DRAWING No:

A201

Maine Convention and Innovation Center

The Catalyst to Advance Maine's Economy

September 2016



Our Short Timeline….

- The current initiative began in January 2016
- The Maine Convention Center Collaborative was established in March 2016.
  - Incorporated as a Maine non-profit corporation and bylaws created in May 2016
  - Three initial board members appointed, with three others added shortly after
  - Preti Flaherty Beliveau and Pachios has provided the legal work and advice
- 501(c)(6) tax exempt status from the IRS has been filed
- Nearly 60 formal presentations have taken place
- Initial research completed
- All expenses have been donated

What has been learned about the Industry

- Conventions represent a $130 billion slice of the $900 billion travel and tourism industry
- In Maine, travel and tourism is a $6 billion sector with a negligible convention business
  - Economic potential for Maine and Portland is likely many hundreds of millions annually….
- Portland ME is one of only 7 cities in the top 104 MSAs without a convention center
  - Other outliers: Thousand Oaks and Stockton CA, Melbourne FL, Youngstown OH, Bridgeport and New Haven CT
  - Bangor's Cross Insurance Center (stadium and convention center) is successful and profitable

What has been learned about the Industry

- The meetings and convention industry is growing globally
  - On-Line is not replacing In-Person
  - Technology and design are critical success factors
  - Renovations and expansions are occurring all across the US
- Destinations have become the new driving factor for conventions
  - Younger attendees want to experience a place and meet local people
  - Exceptional food, culture, lodging and entertainment is key
- Local economic strategy alignment and facilitating human interaction are the 2 hottest trends in convention centers worldwide!

What has been learned about Portland

- Since the 1980s Portland has failed to create a convention center:
  - Late 80s proposed conversion of Civic Center
  - 1990s statewide effort for Portland, Lewiston, Augusta and Bangor
  - 2000 Libra relocation proposal of Civic Center to Bayside
  - 2004 Lincoln Center/Boulos Project at the Top of the Old Port parking lot
  - The largest meeting room in Portland is at the Holiday Inn. Many businesses (CIEE, WEX, IDEXX, and more) cannot host annual meetings in the city
  - Even statewide meetings like the Governors Conference on Tourism cannot meet in the state's largest city
- Why no success? Possible factors:
  - Fragmented local tourism industry
  - No political leadership
  - Resistance to "Big Ideas" embedded in the state's culture?
  - Lack of wide public support
  - Inadequate transportation and hospitality infrastructure, until now…..

How Maine can Lead the World!

- Blue Sky Approach, starting from scratch with nothing impossible
- No existing convention facility to retrofit, expand or rebuild
- Brand it with Innovation and Entrepreneurialism
  - The Maine Innovation and Convention Center
- Iconic building in the heart of America's "Most Walkable Small City"
- Built by Maine craftspeople with Maine-made products
- Highest speed WiFi of any convention center in United States
- Breakthrough "Farm to Table" convention catering
- Extreme flexibility in layouts and configurations

The Maine Convention and Innovation Center

- Uses of the building when conventions are not in session:
  - Business incubation
  - Public art and festivals
  - Food service and hospitality training
- Relocation of regional economic development agencies:
  - Chamber of Commerce
  - Convention and Visitors Bureau
  - Maine International Trade Center
  - Greater Portland Council of Governments
  - Creative Portland; FAME; MEREDA; Live, Work in Maine; Etc.

Convention Center "Catalyst' Factors

- Mass Transit and Greater Portland Metro
  - Relocate downtown bus center from "Pulse" to the site
  - Electric transport service to downtown hotels
  - Express shuttles to the airport and transportation center
- Workforce Development
  - Provide year round hospitality positions
  - Assist in knowledge worker recruitment
  - Job creation for Maine college graduates
- Transition from Vacationland to "Businessland"!
  - Jumpstart from Resource-based to Knowledge-based economy

Supporting Maine's Emerging Sectors

- Note the reference to catalyst in the logo….
- High level organization has identified 4 key areas:
  - Agriculture, including food production
  - Aquaculture, including research and food
  - Biopharmaceuticals
  - Knowledge Worker Recruitment
- FocusMaine and the Maine Convention and Innovation Center efforts will compliment each other
- The convention center will solicit meetings in these, and other related sectors, raising Maine's business profile and reputation
- *Trend in leading convention destinations is tying a region's economic development strategies with convention center goals*

FOCUSMAINE
A CATALYST TO GROW SELECT SIGNATURE INDUSTRIES.

Four Case Studies for Portland

- Convention Centers are changing from big boxes in the 1970s to state of the art facilities focused on human interaction, and the way people want to meet and learn today (Maine, the way meetings should be!)
- The best convention cities are attractive, vibrant destinations with major airport nearby, and hotels and restaurants within walking distance
- Cities and regions are tying their economic development strategies and business strengths with convention solicitations
- Technology, flexible configurations, green operations and iconic design are attracting premium meetings
- These four facilities, based in similar sized cities, are highly successful examples that are all possible in Portland!

The Changing Nature of Convention Centers

CHATTANOOGA

Chattanooga is the 4th largest city in Tennessee and 101st ranked MSA in the country, 3 places ahead of Portland. The renovated Chattanooga Convention Center opened in 2003 and is in the heart of this river city's business district.

The Center features a total of 185,000 square feet of exhibition and ballroom space, including 21 meeting rooms. It claims to be one of the nation's top ten green convention centers, and the first to offer "Farm to Table" food services. It offers attendees free, high speed WiFi, and a no cost electric shuttle to over 2000 local hotel rooms and 50 restaurants.

The Changing Nature of Convention Centers

SAVANNAH

Savannah is the 138th largest MSA in the country with 380,000 people, 34 behind Portland ME in the rankings. Like Portland, it is an old city that is the gateway to the low country region of SC which includes Hilton Head and other coastal resorts.

The Savannah International Trade and Convention Center, located across the river from the downtown (free ferry) and 20 minutes from the airport, is a large 300,000 sq. ft. facility built in 2000 at a cost of $80 million. In 2014 it produced 88,000 room nights with 136 events.

The Changing Nature of Convention Centers

CEDAR RAPIDS

The Cedar Rapids Convention Complex was opened in 2013. It was built for $75 million, part of which was a $35 million Federal EDA grant. The center is attached to a Doubletree Hotel on one side and the 37 year old (renovated in 2013) 8,000 seat US Cellular Arena on the other.

This convention center features a total of about 120,000 square feet of exhibition, ballroom and meeting space, and was squeezed into a small footprint that formerly was a parking garage. Cedar Rapids is the 2nd largest city in Iowa and the 179th largest MSA in the country with a population of 256,000, much smaller than Portland ME, but similarly EDA applicable.

The Changing Nature of Convention Centers

LAUSANNE

This is the Swiss Technology Convention Center in Lausanne Switzerland “the crossroads of knowledge and innovation, where people meet ideas.” Lausanne has a population of 146,000, it is 38 miles west of Geneva, which has a population of about 1 million.

The Center opened in July 2016 at a cost of 110 million Euro, it features an advanced system of sliding walls that allows for multiple configurations and room sizes, and a built-in seat rotation technology, from a Quebec City company, that allows the main hall to shift from a 3,000 seat auditorium to a flat ballroom without seats in 15 minutes!

Next Step: The Need for Funding

- Funding for the Feasibility Studies:
  - Private Sector businesses and foundations
  - Portland Development Corporation
  - State Department of Economic and Community Development
  - Greater Portland Council of Governments
  - Federal government
- Funding for Construction:
  - Public and private foundations and investors
  - State of Maine
  - Cumberland County
  - Federal Government
    - EDA from Housing and Urban Development
    - EB-5 through FAME
- Funding for Operations
  - Convention revenues
  - Rent from tenants
  - Tourism Business Improvement District

Next Steps for 2016

- Secure Initial Funding
- Complete the Board of Directors and confirm a Circle of Advisors
- Fine tune the strategic roll out and public communications
- Distribute Feasibility Study RFPs
- Select Feasibility Study firm

Summary

The Maine Convention Center Collaborate is a project to advance the economic future of Maine. Its goal is not simply a convention center for Portland. However, Portland is the only place in Maine where it could be sited and its success assured.

The opportunities to host conventions in Portland are virtually limitless and will only be inhibited by the size that the city can accommodate. Since most conventions meet in the spring, fall and winter, and during the work week, the city has under-utilized capacity with its existing hospitality and transportation infrastructure.

Maine's reputation for business, and efforts in knowledge worker recruitment, will be enhanced by the center's success in attracting meetings that support the state's economic development strategies.

Portland, Maine Yes. Life's good here.

Economic Development Department
Gregory A. Mitchell, Director

TO: Councilor Brenerman, and Members of the Economic Development Committee

FROM: Gregory A. Mitchell, Economic Development Director

DATE: October 28, 2016

SUBJECT: **Purchase and Sale Agreement to sell City Owned Property to CBP2 LLC (Portland Company Developers)**

I. ONE SENTENCE SUMMARY

Economic Development Committee (EDC) and City Council approval is needed to authorize the City Manager to enter into the Proposed Purchase and Sale Agreement between the City and CPB2 LLC (Portland Company Developers) to sell 12,116 +/- square feet of City property for the purpose of providing access, through Thames Street and planned Thames Street extension, to the Portland Company Site.

II. AGENDA DESCRIPTION

This is being presented to the EDC for a vote to recommend to the City Council the Purchase and Sale agreement between the City and CBP2 LLC.

III. BACKGROUND

City Policy and History.

The Eastern Waterfront Master Plan (EWMP) envisions the extension of public streets and utilities to support private development. The proposed sale of a portion of City property, included in the City and CPB2 LCC Purchase and Sale Agreement, is consistent with the EWMP.

The Portland Company redevelopment is contingent on access from the existing City right of way at Thames Street. Thames Street currently terminates at the end of the Ocean Gateway Marine Passenger Terminal, leaving several hundred feet of City property situated between the current easterly end of the right of way and the westerly edge of the Portland Company property owned by CPB2.

Furthermore, the boundary between the two parcels was formed during the railroad history of the Eastern Waterfront with an awkward curved property line extending from the shared boundary with the Maine Department of Transportation (MDOT) rail right of way to the south, to the Fore Street right of way to the north.

In order to both provide access to CPB2 property and to address the awkward geometry, CBP2 proposes to purchase a triangular shaped property totaling +/-12,116 square feet to square off the boundary between City and CPB2 property. CBP2 would use this property to construct a private road accessing their development running adjacent to and parallel with City owned Amethyst Lot and the MDOT right of way used for public trails and the Narrow Gauge Railroad. The remaining portion of the City acquired property would be added to developable land currently under CPB2 ownership to support Portland Company redevelopment plans.

Purchase and Sale Agreement and Public Meetings.
The Proposed Purchase and Sale Agreement has been negotiated under the direction of the EDC.

The terms of the proposed Purchase and Sale Agreement recognize that the majority (7,900 +/- square feet) of the City property sold to CPB2 will not be available for revenue generating development and will be used to construct a private road into the site which will be adjacent to public trails, the rail corridor, and the Amethyst Lot which is being planned to be redeveloped for public open space.

Also, the Proposed Purchase and Sale Agreement recognizes that the City will be taking responsibility to fund and construct the Thames Street extension with utilities (approximately 230 +/- feet.) The estimated cost of this investment is $1.2 million which will be included in next year's City Capital Improvement Plan (CIP). The City Council will vote on next year CIP early 2017 (January/February).

A later phase of road construction connecting the Thames Street extension to Fore Street will be negotiated at a future time. It is noted that the majority of the street right-of-way for the "Fore Street Connector" is under private ownership.

Public EDC meetings to discuss City plans to extend public infrastructure and City property planned to be sold were held, during 2016, on the following dates:

- April 5th (Eastern Waterfront Integrated Work Plan);
- May 3rd (tour of the Eastern Waterfront);
- July 26th (Review and Discussion of Possible Portland East End Public Infrastructure); and,

Additionally, the EDC held five executive sessions to finalize the business terms related to this transaction. Also, an executive session with the City Council was held on September 7, 2016 to provide a general update regarding a number of City property disposition matters.

III. INTENDED RESULT OR COUNCIL GOAL ADDRESSED

The proposed extension of streets and roadways facilitated by the proposed purchase of City property was established by the Master Plan for Redevelopment of the Eastern Waterfront (EWMP.) The EWMP was adopted by the City Council in 2004 as a component of the City's Comprehensive Plan.

IV. FINANCIAL IMPACT

Purchase and Sale Agreement terms highlights include:

Sale Price. $400,000 or $33.00 per square foot. Property appraisals were prepared by the City and CPB2 to support determining this the property sale price. Additionally, it is recognized that the majority of the City property sold to the CPB2 will be used for a private access road to the site to serve as the primary access to the entire Portland Company Project. Also, it is noted that CPB2 is responsible for preparing a survey of this property to determine an accurate amount of square footage and the final property sale price.

Closing. The property closing is planned to be the earlier of the date 30 days after the City receives Thames Street extension approvals, or January 31, 2018.

Right to repurchase. The City retains a right to repurchase, at purchase price, in the event CPB2 fails to commence construction of the private access road within 36 months from property closing.

Environmental Liability. Property is being sold in an "As Is" condition. CPB2 agreed to provide an environmental indemnification to the City.

Conditions. Contingent upon City Council and financial appropriations, City investment and construction of extending Thames Street to terminate at the property line of the property proposed for sale. Construction of the road extension and utilities need to be coordinated with CPB2 Portland Company Project redevelopment plans. Also, a revocable license is proposed to allow temporary use of the Thames Street Extension right-of-way during the Portland Company Project construction if the Thames Street extension is not done.

V. STAFF ANALYSIS

Market appraisals were prepared by the City and CPB2 to support the negotiated sale price of the City property. The sale price is based upon the recognition that CBP2's acquisition of the City property will be used to support CPB2 road construction for public access to the Portland Company site and Amethyst Lot.

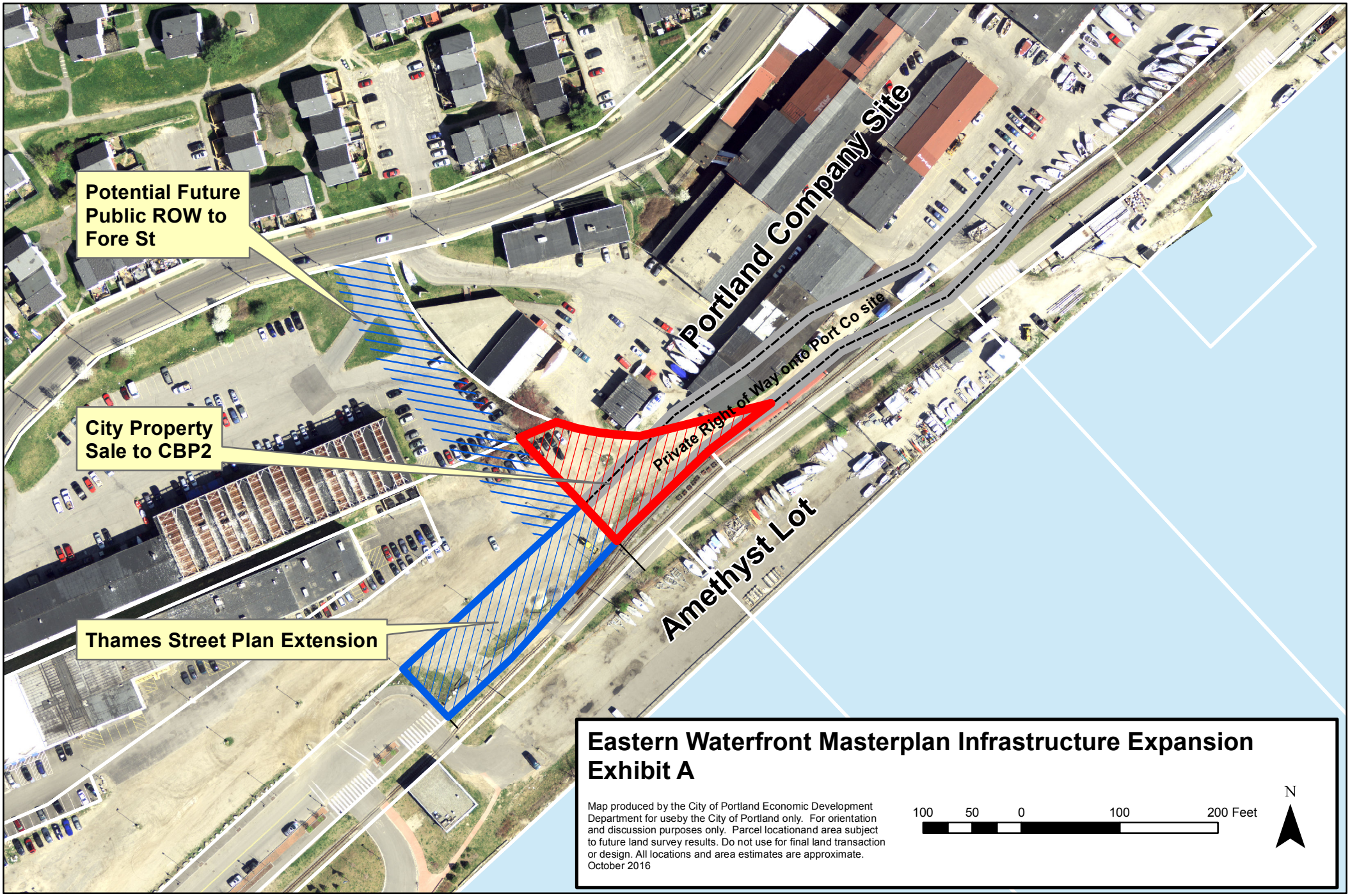
VI. RECOMMENDATION

Staff recommends the EDC vote to recommend to City Council a Purchase and Sale Agreement with CPB2 Management LLC to sell a portion of City owned property.

VII. LIST ATTACHMENTS

- Purchase and Sale Agreement between the City of Portland and CPB2 Management LLC with Exhibit A.

Prepared by: Greg Mitchell
Date: October 28, 2016


Potential Future Public ROW to Fore St
City Property Sale to CBP2
Thames Street Plan Extension
Portland Company Site
Private Right of Way onto Port Co site
Amethyst Lot
Eastern Waterfront Masterplan Infrastructure Expansion
Exhibit A
Map produced by the City of Portland Economic Development Department for useby the City of Portland only. For orientation and discussion purposes only. Parcel locationand area subject to future land survey results. Do not use for final land transaction or design. All locations and area estimates are approximate.
October 2016
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PURCHASE AND SALE AGREEMENT

THIS AGREEMENT for the purchase and sale of real estate made this _____ day of November, 2016 by and between the CITY OF PORTLAND, a body politic and corporate located in Cumberland County, Maine, (hereinafter referred to as "City"), and CPB2 LLC, a Delaware limited liability company, having a mailing address of c/o CPB2 Management LLC, P.O. Box 7987, Portland, Maine 04112 (hereinafter referred to as "CPB2").

RECITALS

WHEREAS, CPB2 is the owner of that certain real property known as 58 Fore Street in the City of Portland, County of Cumberland and State of Maine, which is more particularly described in deeds dated July 19, 2013 and April 1, 2014 and recorded in the Cumberland County Registry of Deeds in Book 30879, Page 75 and Book 31425, Page 267 respectively ("CPB2's Property"); and

WHEREAS, as contemplated by the City's Eastern Waterfront Master Plan ("EWMP"), the City is planning to extend Thames Street in an easterly direction to a point ("Thames Street Extension") and then in a northerly direction to connect to Fore Street ("Fore Street Connector"), as shown on the plan attached hereto as Exhibit A (the "Thames Street Plan"); and

WHEREAS, subject to its receipt of all necessary permits, regulatory approvals, rights of way and funding, the City plans to construct the Thames Street Extension and the Fore Street Connector; and

WHEREAS, the creation of the Thames Street Extension and Fore Street Connector results in an isolated triangular shaped residual parcel of City-owned land lying between the eastern boundary of the Fore Street Connector and the western boundary of CPB2'S Property, which parcel consists of approximately 12,116 square feet as generally depicted on the Thames Street Plan (said parcel of land being hereinafter referred to as the "Premises"); and

WHEREAS, the primary access to CPB2's Property (the "Access Road") is planned to be located over the Premises, the exact location of which will be determined through a master planning process or site plan process with the Portland Planning Board; and

WHEREAS, CPB2 desires to purchase the Premises, and the City desires to convey the Premises to CPB2, in order to provide CPB2 additional property for future development and pedestrian and vehicular access to CPB2's Property from the Thames Street Extension.

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

1. **SALE.** City agrees to sell the Premises to CPB2, and CPB2 agrees to purchase the Premises, in accordance with the terms and conditions set forth in this Agreement. This Agreement is for the sale of land only.

2. **CONSIDERATION**.

a. The purchase price for the Premises shall be Four Hundred Thousand Dollars ($ 400,000.00), subject to the adjustment in subsection b, which shall be made upon the parties' approval of the survey described in Section 3 below.

b. The purchase price will be increased or decreased based on the actual square footage of the Premises, which CPB2 shall purchase for Thirty-Three Dollars ($33.00) per square foot.

c. The City acknowledges receipt of CPB2's deposit in the amount of Five Thousand Dollars ($5,000.00) (the "Deposit") paid to it as of the date of this Agreement.

d. CPB2 shall pay the remainder of the Purchase Price to the City by wire transfer at closing.

3. TITLE.

a. Due Diligence Period. CPB2 will have from the date of this Agreement until 4:00 PM Eastern Daylight Savings Time on the day that is ninety (90) days after the date of this Agreement (the "Due Diligence Period") to complete its title examinations.

b. Survey. During the Due Diligence Period, CPB2 shall cause a survey to be prepared that will more specifically describe the Premises. CPB2 will provide such survey to City during the Due Diligence Period and the parties will agree on a metes and bounds description to be included in the deed prior to closing.

c. Title and Survey Objections. CPB2 will have until the end of the Due Diligence Period to deliver to City any written objections to title or survey matters (other than the permitted exceptions identified herein) that affect marketability or use. Objections not made prior to the end of the Due Diligence Period will be deemed waived; provided, however, that objections pertaining to matters of record first appearing after the date of this Agreement may be made at any time prior to the closing.

d. Option to Cure. In the event of a title or survey objection, City will have the option, but not the obligation, to cure the objection and will notify CPB2 of its election within ten (10) business days after receipt of the objection. In the event that the City elects to cure the objection, it will have sixty (60) days from the date of the notice of election, or such other reasonable time as the parties may agree, to cure the objection. In the event that the City does not elect to cure the objection, or, having elected to cure the objection fails to timely do so to CPB2's reasonable satisfaction, CPB2 will have the option to (1) terminate this Agreement and obtain a refund of the Deposit (after which neither party will have any further obligation or liability to the other under this Agreement), (2) waive the objection and close, or (3) undertake the cure of such objection at its own expense (in which case it shall have 60 days to do

so). In the event CPB2 elects to cure such objection, but CPB2 is unable to cure such objection to CPB2's reasonable satisfaction within said 60-day period, then CPB2 will have the option to (1) terminate this Agreement and obtain a refund of the Deposit (after which neither party will have any further obligation or liability to the other under this Agreement), (2) waive the objection and close.

e. City shall convey the Premises to CPB2 at the closing in fee simple by a municipal quitclaim deed without covenant. Title shall be good, marketable and insurable title, free and clear of all encumbrances except (i) easements for utilities servicing the property, (ii) zoning ordinances, and (iii) real estate taxes not yet due and payable. CPB2 acknowledges that the deed shall contain a restriction stating that in the event that the Premises or any portion thereof shall be exempt from real and personal property taxes, by transfer, conversion, or otherwise, then the then-owner of the exempt portion shall make annual payments to the City in lieu of taxes in the amount equal to the amount of property taxes that would have been assessed on the exempt portion of the real and personal property situated on the Premises had such property remained taxable. Such restriction shall also confirm that CPB2 and its successors and assigns shall possess and be vested with all rights and privileges as to abatement and appeal of valuations, rates, and the like as are accorded owners of real and personal property in Maine.

4. <u>INSPECTIONS</u>.

a. During the Due Diligence Period, CPB2 and its employees, consultants, contractors and agents shall have the right, at CPB2's expense, to enter on the Premises at reasonable times in order to (i) inspect the same, (ii) conduct engineering studies, percolation tests, geotechnical exams, environmental assessments, and other such studies, tests, exams, and assessments, and (iii) do such other things as CPB2 determines, it is sole discretion, to be required to determine the suitability of the Premises for CPB2's intended use (collectively, the "Inspections"). The City acknowledges that such Inspections may include the digging of test pits, which the City hereby approves.

b. CPB2 agrees to defend, indemnify and hold harmless the City against any mechanics' liens that may arise from the activities of CPB2 and its employees, consultants, contractors and agents on the Premises.

c. CPB2 shall exercise the access and inspection rights granted hereunder at its sole risk and expense, and CPB2 hereby releases the City from, and agrees to indemnify, defend, and hold the City harmless against, any and all losses, costs, claims, expenses and liabilities (including without limitation reasonable attorney fees and costs) (collectively, "Damages") suffered by the City on account of any injury to person or damage to property arising out of the exercise by CPB2 of its rights hereunder, except to the extent that such Damages result from the act or omission of the City.

d. CPB2 shall cause any contractors, consultants or any other party conducting the Inspections to procure automobile insurance and general public 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 and also Workers' Compensation Insurance coverage to the extent required by law.

e. In the event that CPB2 does not purchase the Premises, CPB2 agrees to either return the Premises as nearly as possible to its original condition after conducting the Inspections, or, at the City's option, reimburse the City for any physical damage caused to the Premises in connection with the Inspections; provided, however, the City hereby acknowledges and agrees that the term "physical damage" does not include any disturbance of any pre-existing environmental contamination on the Premises caused by such inspections, studies, tests, exams, and assessments, and that CPB2 shall have no obligation to clean-up, remove or take any other action with respect to any pre-existing environmental contamination disturbed thereby.

f. The parties hereto acknowledge and agree that it is a condition to CPB2's obligations under this Agreement that the results of the Inspections be acceptable to CPB2 in its sole discretion. If the results of such due diligence are not acceptable to CPB2 in its sole discretion, and if CPB2 exercises its right to terminate this Agreement, then the City shall refund to CPB2 the Deposit, if previously paid, without interest, within thirty (30) days after receipt of CPB2's termination notice, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement.

5. **REAL ESTATE TAXES, PRORATIONS AND TRANSFER TAX.** CPB2 shall be liable for all real estate taxes beginning as of the start of fiscal year following the closing and continuing thereafter. Because the Property is currently owned by the City of Portland, which is exempt from real estate taxes, no taxes were assessed or will be due for any portion of the current fiscal year, and no taxes will be prorated at the closing. Any utilities for the Property shall be prorated as of the closing. The Maine real estate transfer tax shall be paid for by CPB2 in accordance with 36 M.R.S.A. § 4641-A. City is exempt from paying the transfer tax pursuant to 36 M.R.S.A. § 4641-C. The recording fee for the deed of conveyance and any expenses relating to CPB2's financing or closing shall be paid for by CPB2.

6. **DEFAULT AND REMEDIES**. In the event that CPB2 defaults hereunder for a reason other than the default of the City, City shall retain the deposit, it being understood, however, the City's acceptance thereof shall not constitute a waiver of any other legal or equitable remedy available to City. In the event City defaults under this Agreement, and if CPB2 is not then in default hereunder, CPB2 shall have the right to pursue specific performance, but at all times may elect in substitution therefor, as its sole remedy, the right to terminate this Agreement and obtain a refund

of the Deposit (after which neither party will have any further obligation or liability to the other under this Agreement).

7. **RISK OF LOSS.** The risk of loss or damage to the Premises by fire, eminent domain, condemnation, or otherwise, until transfer of title hereunder, is assumed by the City. The Premises is to be delivered in substantially the same condition as of the date of this Agreement unless otherwise stated. In the event City is not able to deliver the Premises as stated, CPB2 may terminate this Agreement and receive a refund of the Deposit without interest, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement.

8. **PROPERTY SOLD "AS IS, WHERE IS**." CPB2 acknowledges that CPB2 has had an opportunity to inspect the Premises, and to hire professionals to do so, and that Premises will be sold "as is, where is" and "with all faults." City, and its agents, make no representations or warranties with respect to the accuracy of any statement as to boundaries or acreage, or as to any other matters contained in any description of the Premises, or as to the fitness of the Premises for a particular purpose, or as to development rights, merchantability, habitability, or as to any other matter, including without limitation, land use, zoning and subdivision issues or the environmental, mechanical, or structural condition of the Premises. Acceptance by CPB2 of the Deed at closing and payment of the purchase price shall be deemed to be full performance and discharge by the City of every agreement and obligation contained herein.

9. **CLOSING**. Time is of the essence in the performance of this agreement. The closing shall be held at the offices of CPB2's counsel at a time agreeable to the parties on or before the earlier of that date that is 30 days after the date that the City receives the last of the Thames Street Extension Approvals, as that term is defined below, or January 31, 2018. Provided, however, that if the City has not received the last of the Thames Street Extension Approvals by January 1, 2018, the closing date, may, upon the mutual agreement of the parties, be extended to a later date agreed to by the parties. At the closing:

    a. the City shall execute, acknowledge and deliver to CPB2 a municipal quitclaim deed conveying to CPB2 good and marketable title to the Premises, free and clear of all encumbrances other than those approved by CPB2 in its sole discretion;

    b. the City shall execute, acknowledge and deliver such affidavits and indemnifications, in form and substance reasonably satisfactory to the City and CPB2, regarding mechanics' liens, materialmens' liens and parties in possession sufficient to eliminate any title insurance exceptions for these matters;

    c. CPB2 shall deliver the balance of the Purchase Price to the City by wire transfer or otherwise provide documentation satisfactory to the City regarding any alternative consideration negotiated by the Parties; and

d. Each party shall deliver to the other such other documents, certificates and the like as may be required herein or as may be necessary to carry out the obligations under this Agreement.

10. CITY CONDITIONAL COMMITMENT TO CONSTRUCT THAMES STREET EXTENSION.

a. The City anticipates including the costs of construction of the Thames Street Extension in the 2017 Capital Improvements Program (CIP) to be presented to the Portland City Council for in the Spring of 2017.

b. Subject to the City's receipt of all necessary permits and regulatory approvals, and provided that the Portland City Council appropriates the funds necessary to do so (the "Thames Street Extension Approvals"), the City will, at its sole cost and expense, construct the Thames Street Extension and related utilities. The City currently anticipates constructing the Thames Street Extension during 2017 and 2018.

c. The City shall endeavor to coordinate construction of the Thames Street Extension with CPB2 in an effort to ensure that the construction is performed in a timely manner and does not unreasonably delay or interfere with the construction of the Access Road by CPB2 or the construction of the buildings and other improvements on CPB2's Property.

d. In the event that the City does not construct the Thames Street Extension prior to CPB2's commencement of construction on CPB2's Property, and provided that CPB2 is unable to access CPB2's Property from Fore Street, the City shall enter into a revocable license agreement with CPB2, in a form satisfactory to the City, in order to provide CPB2, its contractors, tenants, and invitees with access to CPB2's Property across City property. Such license agreement shall only be available to CPB2 from the time CPB2 loses access to its property from Fore Street until the City completes construction on the Thames Street Extension.

e. The provisions of this Section 10 shall survive the closing.

11. ENVIRONMENTAL INDEMNIFICATION. CPB2 covenants and agrees to indemnify, defend, and hold the City harmless from and against any and all claims, damages, losses, liabilities, obligations, settlement payments, penalties, assessments, citations, directives, claims, litigation, demands, defenses, judgments, costs, or expenses of any kind, including, without limitation, reasonable attorneys', consultants', and experts' fees incurred in investigating, defending, settling, or prosecuting any claim, litigation or proceeding, that may at any time be imposed upon, incurred by or asserted or awarded against CPB2 or the City and relating directly or indirectly to the violation of or compliance with any federal, state, or local environmental laws, rules, or regulations governing the release, handling or storage of hazardous wastes or hazardous materials and affecting all or any portion of the Premises. This duty to indemnify, defend, and hold harmless shall be included in a

covenant in the deed and shall run with the land conveyed and be binding upon CPB2's successors, assigns, and transferees.

12. RIGHTS OF CITY TO REPURCHASE PROPERTY. If CPB2, its successors, assigns, or transferees fails to commence construction of the Access Road to the CPB2 Property within 36 months after the closing, the City shall have the right, but not the obligation, to repurchase the Premises at the Purchase Price. The City's deed to CPB2 shall include a reference to the City's option to repurchase the Premises.

13. ENTIRE AGREEMENT. This Agreement represents the entire and complete Agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, between the parties with respect to the acquisition or exchange of the Property hereunder. This Agreement cannot be amended except by written instrument executed by City and CPB2.

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

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

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

17. TIME IS OF THE ESSENCE. The City and CPB2 each confirm and agree that each of the time periods set forth herein are essential provisions of the terms of this Agreement.

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

19. NOTICE. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, certified, return receipt requested, addressed to the recipient at the addresses set forth below. Either party may change addresses for purposes of this paragraph by giving the other party notice of the new address in the manner described herein.

FOR THE City:	City of Portland ATTN: CITY MANAGER 389 Congress Street Portland, ME 04101
With a copy to:	The Office of the Corporation Counsel at the same address.
FOR CPB2:	CPB2 LLC c/o CPB2 Management LLC P.O. Box 7987 Portland, Maine 04112
With a copy to:	Bernstein, Shur, Sawyer & Nelson, P.A. Attention: Mary E. Costigan, Esq. 100 Middle Street, West Tower Portland, Maine 04101

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

21. BROKERS. City and CPB2 each represents and warrants that neither has dealt with a real estate broker in connection with this transaction. CPB2 agrees to indemnify and hold harmless City from any claims made by any broker should CPB2's representation in this paragraph be false. Subject to the limitations of liability set forth in the Maine Tort Claims Act, City agrees to indemnify and hold harmless CPB2 from any claims made by any broker should City's representation in this paragraph be false. The foregoing indemnities shall include all legal fees and costs incurred in defense against any such claim, and shall survive closing.

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

City OF PORTLAND

WITNESS

Jon P. Jennings
Its City Manager

CPB2, LLC

_____ _____

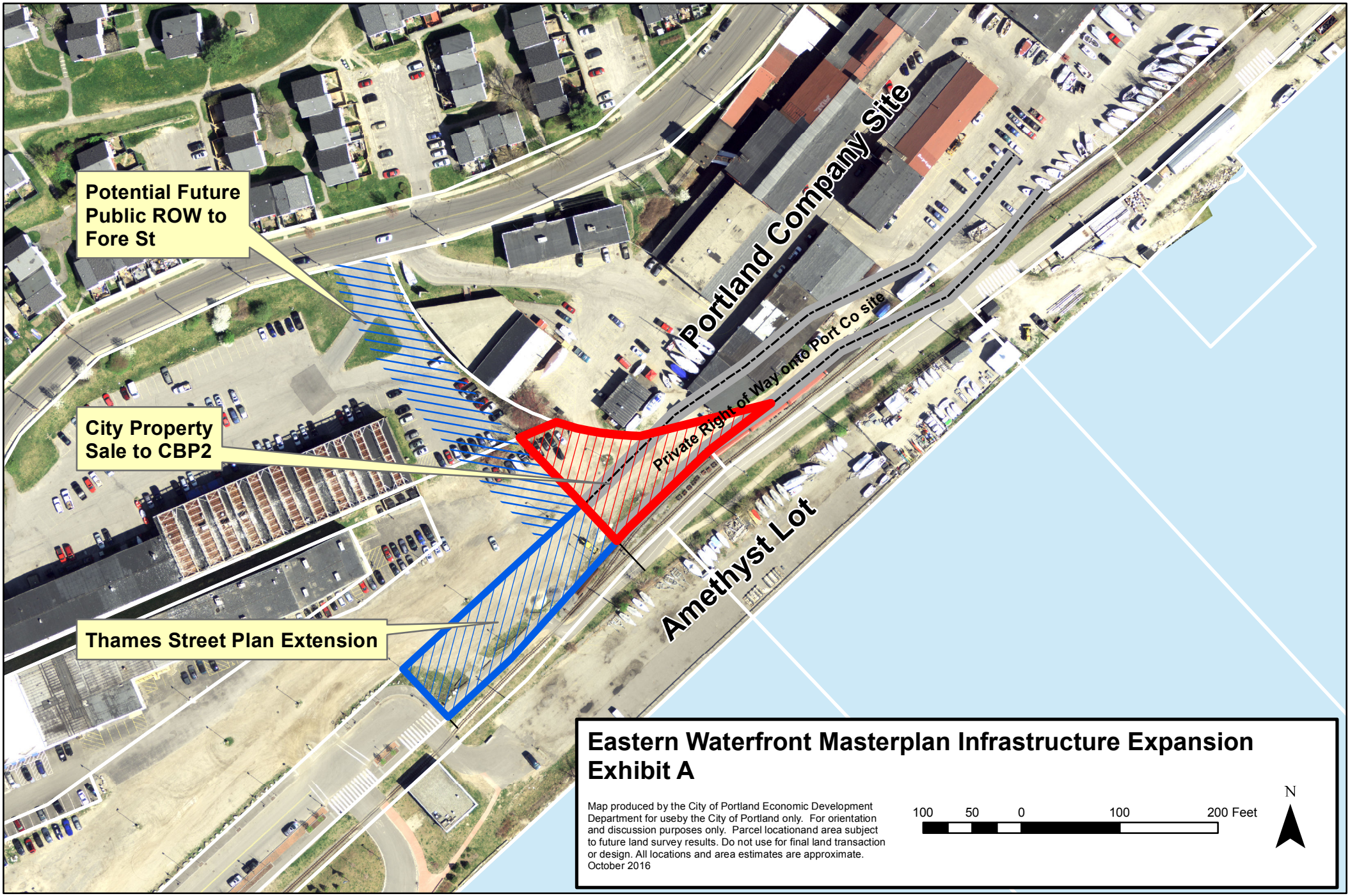
WITNESS Printed Name:_____

Its _____

Approved as to Form:

_____

Corporation Counsel's Office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October 2016
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Economic Development Department
Gregory A. Mitchell, Director

TO: Economic Development Committee

FROM: Greg Mitchell, Economic Development Director

DATE: October 28, 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 included the September 6th EDC meeting hearing from organizations and heads of the immigrant community in response to specific questions which were provided to them mid-August. That meeting helped to form the Agenda for the forum held at USM's Hannaford Hall on Weds., October 26th, from 8:00 a.m. to 3:00 p.m. At the November 22nd EDC meeting, Julie Sullivan will report back on the forum and provide recommendations.

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.

A future City Council meeting is planned for this December to update the City Council on options to improve broadband access City wide.

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-five of the forty-four developed properties, and two undeveloped properties, have been redeemed or ownership transferred back to prior owners with payment of all past property taxes totaling just under $385,000. Staff is working through a process with the remaining developed properties to resolve how best to process. Also, staff is now working on the 46 vacant properties to determine how best to procced.

Lastly, a RFP was issued to solicit proposals 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 former Pirates space, and 1,172 square feet of adjacent vacant commercial space. The EDC reviewed a proposed lease for this vacant commercial space between the City and Creative Portland at its August 23rd meeting, which resulted in the EDC forwarding it to the City Council for approval. The City Council approved this lease at its meeting on September 7th.

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 was provided at the August 23, 2106 EDC meeting. Also, The RFP for design services generated 10 credible proposals from firms with local, national, and international experience. A review committee of City staff has met and will make a recommendation on firm selection within the next two weeks.

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 FYE2016 TIF District activity report was presented to the EDC on October 25th, for review and discussion. The EDC recommended to the City Council to accept it as a communication.

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 had a first reading by the City Council, on August 1, 2016, with second reading/public hearing/ and vote of approval on September 7th, 2016.

Also, at the EDC meeting of October 25, 2016, it reviewed and unanimously recommended to the City Council approval of assignment of the McAuley TIF CEA due to ownership changes. This will be brought to the City Council at its November 21, 2016 meeting.

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.