Finance Committee Meeting
Thursday, February 12, 2015
6:00 pm, Room 209

1. Approval Of Minutes Of January 22, 2015 Meeting

   Documents: FINANCE COMMITTEE MINUTES 22-JAN-15 (DRAFT).PDF

2. Review Red Claws Contract

   Documents: RED CLAWS PACKET FOR 2-12-15 FC MEETING.PDF

3. Review CIP And Public Hearing

   3.I. Capital Improvement Plan FY 2016 - FY 2020

   Documents: CAPITAL IMPROVEMENT PLAN (FY 2016 - FY 2020).PDF

Finance Committee
Meeting Minutes
Thursday, January 22, 2015

Attendees: Chair Mavodones, Vice Chair Duson, Committee member Hinck (Suslovic, absent), Justin Costa, Mayor Brennan, members of the public and staff

Chair Mavodones opened the meeting – called to order

1. **Minimum wage workshop**

The Committee reviewed the minimum wage ordinance and the packet of information provided by Mayor Brennan.

The Committee seeks more information on the following:

- How many complaints were filed with the Maine Dept. of Labor related to the current minimum wage
- Does the Dept. of Labor have any information on people who receive tipped wages not meeting the minimum wage requirement
- Are there examples that can be provided as to what other cities who have increased the minimum wage did regarding tipped credit – can we get an analysis
- More information on the training wage discussion - how does it apply
- Get an update on proposed changes to the ordinance submitted by John Newton
- What is the impact of wage creep, if known
- Clarify the medium wage average for Portland/Greater Portland

No public testimony was given.

Meeting adjourned.

To: Chairperson & Members of the Finance Committee

CC: Sheila Hill-Christian, Acting City Manager

Andy Downs, Director Public Assembly Facilities

From: Anita LaChance, Director of Recreation & Facilities Management

Subject: Proposed Red Claws Lease Extension

Date: February 4, 2015

City staff was recently approached by Red Claws ownership about extending their lease in exchange for investment in new seating for the Portland Expo. Currently, the only option in the arena is backless bleacher seating. The Red Claws would commit approximately $366,000 to replace the seating, adding seats with backs & armrests to the center section and seats with backs on either side of center. The bleacher seating capacity would be reduced from 3,223 to 2466, however the only events which have potential attendance greater than 2,400 are events with either seating or standing room on the floor. Staff agrees with the Red Claws that the significant improvement in the guest experience is well worth the loss of seats.

The current agreement expires on June 30, 2019. The proposed extension would be for an additional 5 year term to June 30, 2024 with an option to extend to June 30, 2029, with the following terms:

Capital Investment

- Maine Red Claws commit to purchasing new seating ($366,000)
- City to approve the seating design and coordinate the installation along with the Red Claws.
- City retains ownership of the seating, even if the Red Claws were to terminate their lease early.

Scheduling

The current contract gives the Red Claws priority in scheduling their games while protecting pre-existing contracts with other users. This was detailed in an appendix to the contract. While some of these users remain, others have been replaced by new events. An update schedule is attached (schedule 4.1).

Lease Payments

In keeping with the existing agreement, lease payments have been structured to cover all staffing costs related to Red Claws events.

- Seasons 11-13 (7/1/19-6/30/22) $69,840 ($2,910/game)
- Seasons 14-15 (7/1/22-6/30/24) $72,240 ($3,010/game)
- Seasons 16-18 (7/1/24-6/30/27) $75,120 ($3,130/game)
- Seasons 19-20 (7/1/27-6/30/29) $77,520 ($3,230/game)

All other provisions of the contract would remain the same. The Red Claws receive the net proceeds from parking and concessions and are allowed to sell advertising and sponsorship opportunities, all of which is consistent with the City's agreement with the Sea Dogs.

The following information is attached for your information:

- Updated Schedule 4.1, protecting existing events
- Diagram of new seating layout
- March 30, 2008 Memorandum re: NBA Development League Lease
- Current NBA Development League Lease Agreement

Scheduling – Pre-Existing Contracts

Maine Roller Derby

- an average of 5 events per year, split between spring (April 1 – June 30) and fall (September 1 – October 31) seasons

Multiple Sclerosis Walk

- Typically shares a Saturday date w/ Maine Roller Derby in April

Portland Boxing Club

- 2 dates June & November (Typically the Saturday prior to the MPA Football Championships – 2 weeks prior to the Saturday after Thanksgiving)

Regional Math Meets

- Will use available dates as needed

Maine Brewer's Festival

- Typically the first Saturday in November

Downeast Ski & Snowboard Sale

- Thanksgiving weekend in November (Fri, Sat, Sun)

Portland High School Basketball (Practices)

- Typically start the Monday prior to Thanksgiving and run thru the annual MPA Tournament in February

Portland High School Basketball (Games)

- Typically games start in early December (12/4 in 2014) and run until mid-February. Games typically are plated on Tuesdays and Fridays.

Portland High School Basketball (Holiday Tournament)

- 4 Day event starting on December 26th, excluding any Sunday that falls within the time period.

Maine Principals Association (MPA) Class A and B Western Maine Basket ball Quarterfinals

- 4 Day event typically mid-February over Presidents Day Weekend (Fri, Sat, Mon, & Tues)

Racin' Preview

- Typically the weekend following the MPA Tournament in mid-February (Fri & Sat)

Southern Maine Middle School Athletic Conference (SMAA) – Indoor Track

- 5 weekends beginning in March (Fri & Sat). If Friday is not available, they will run on Mon & Tues of the following week. Fir & Sat must be available for the last (5th) week (Championship Festival).

Portland SeaDogs Welcome Back Dinner

- Typically the first Wednesday in April (depending on the SeaDogs Home schedule).

Portland Home and Living Show

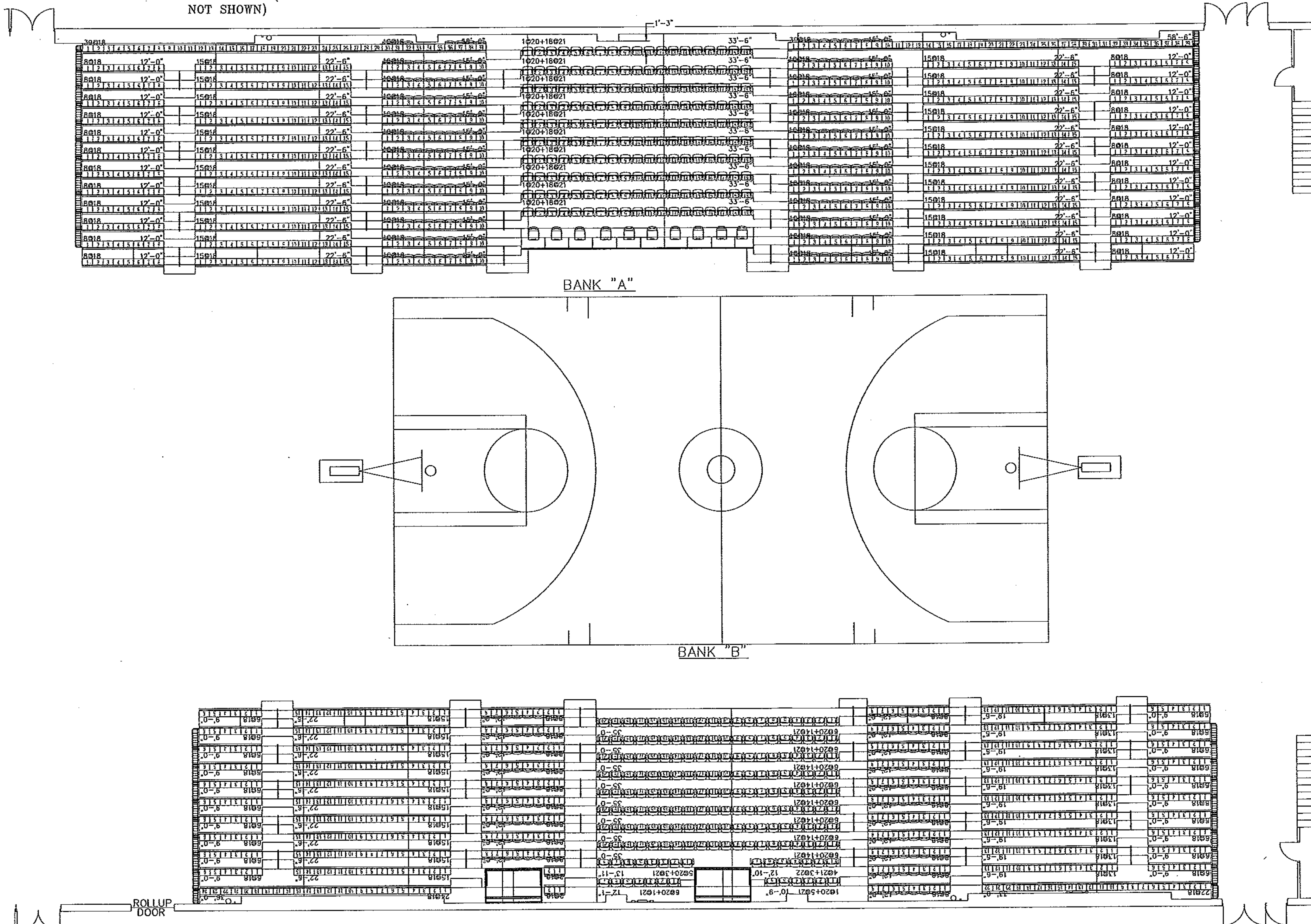
- (4 Day Show) Typically the 2nd weekend in April (Thurs, Fri, Sat, Sun)

TOTAL NEW PROPOSED SEAT COUNT
1879 TOTAL + 10 PORTABLE SEATS

METRO = 378
BACKREST = 420
12" COURTSIDE = 1501 (21 SEATS NOT SHOWN)

SEATING LAYOUT NOTE:

SEATING LAYOUT HAS BEEN DESIGNED & VERIFIED BASED ON THE CODE RELATED UNDER THE GENERAL NOTES. CHANGES MAY NEED TO BE MADE IF A NEW CODE IS REQUIRED.



Last Modified: Jan 21, 2015 – 4:13pm Plotted on: Jan 21, 2015 – 4:13pm

HUSSEY SEATING COMPANY
Hussey SINCE 1835
Your partner for seating solutions
38 DYER STREET EXT.
NORTH BERWICK, ME. 03906
TELEPHONE: (207) 676-2271 FAX: (207) 676-9690

IMPORTANT

THIS PLAN HAS BEEN DRAWN IN ACCORDANCE WITH THE INFORMATION SUPPLIED BY THE ARCHITECT, AND/OR DEALER. HUSSEY SEATING Co. DOES NOT ACCEPT ANY RESPONSIBILITY FOR THE ACCURACY, OR RELEVANCE, SHOULD THERE BE ANY DEVIATION FROM THE INFORMATION SUPPLIED WITHOUT THE APPROVAL OF HUSSEY SEATING CO.

GENERAL NOTES

1. DEALER WILL VERIFY ALL DIMENSIONS AND INFORMATION SHOWN, INSURE THAT ALL FIELD CHECKED INTERMEDIATE DIMENSIONS EQUAL THEIR CORRESPONDING OVERALL DIMENSION, AND RETURN THIS DRAWING WITH THE APPROPRIATE SIGNATURES FOR FURTHER ACTION.
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REV.	CHK	DATE	DESCRIPTION
1	XXX	2/08	REVISION REVISION REVISION

REVISIONS

SMOKE PROTECTED RATING
UNKNOWN

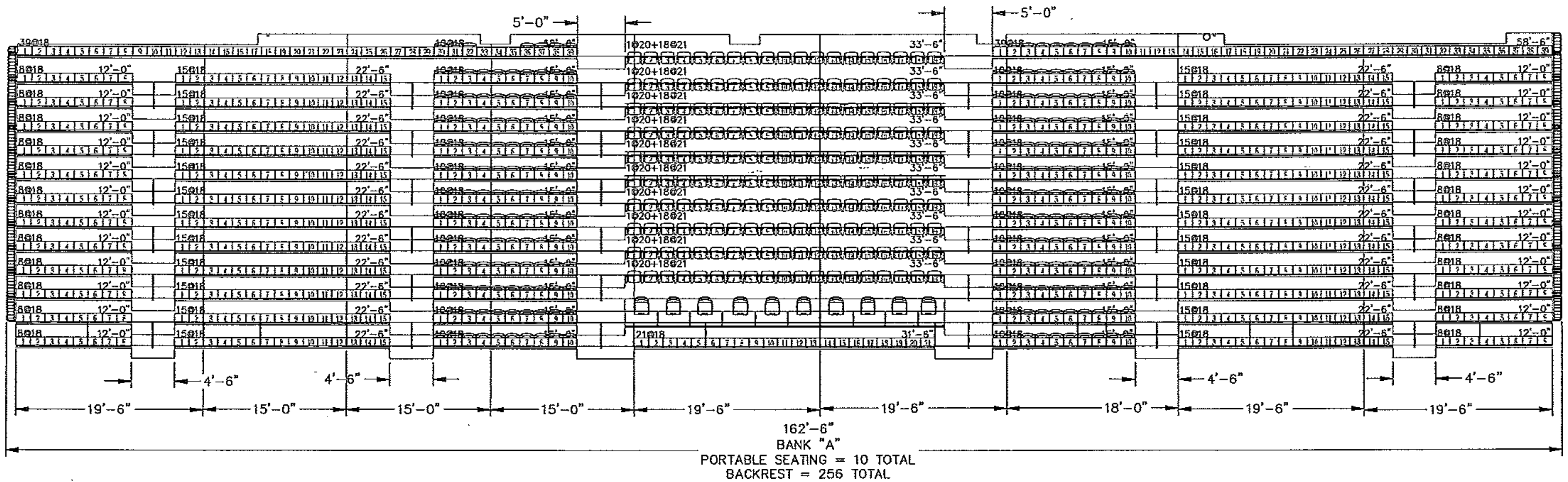
FIELD SUMMARY (REQUIRED WITH FIELD CHECK)
FLOOR CONSTRUCTION: TBD
WALL CONSTRUCTION: TBD
ATTACHMENT TYPE: TBD

Field Check By: ______ Date: ______ Approval By: ______ Date: ______

KEY PLAN
PORTLAND EXPOSITION BUILDING
PORTLAND, MAINE

DRAWN BY: J CARTER DATE: 1/21/2015
CHKD BY: ______ DATE: ______
SCALE: AS NOTED

CAD NO.	JOB NO.	DRAWING NO.
OPT_8	Q287381	KP01



METRO SEAT SUMMARY	
SIZE	QUANTITY
18" (458)	0
19" (483)	0
20" (508)	10
21" (534)	180
22" (559)	0
23" (584)	0
24" (610)	0
TOTAL:	190

COURTSIDE SUMMARY	
SIZE	QUANTITY
10" COURTSIDE	0
12" COURTSIDE	891
SPACER	0
SPACER W CUP	0
TOTAL:	891

TOTAL BACKREST = 256

BANK SUMMARY

BANK "A":
- MAXAM PLUS (WALL ATTACHED)
- 9 5/8" RISE
- 30" ROW SPACING
- 13 TIER
- 2ND ROW POWER
- 12" COURTSIDE SEATS
- BACKREST
- METRO (1.375 SEAT SPACER)
- REAR FILLER
- COLUMN CUT OUTS
- ADA FLEX ROWS
- FRONT RAIL SCORER'S TABLE (W/EXTENDED

FRONT SOCKET
- 10 - PORTABLE SEATS

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1	XXX	2/08	REVISION REVISION REVISION

REVISIONS

SMOKE PROTECTED RATING
UNKNOWN

FIELD SUMMARY (REQUIRED WITH FIELD CHECK)
FLOOR CONSTRUCTION: TBD
WALL CONSTRUCTION: TBD
ATTACHMENT TYPE: TBD

Field Check By: ______ Date: ______ Approval By: ______ Date: ______

BLEACHER PLAN
PORTLAND EXPOSITION BUILDING
PORTLAND, MAINE

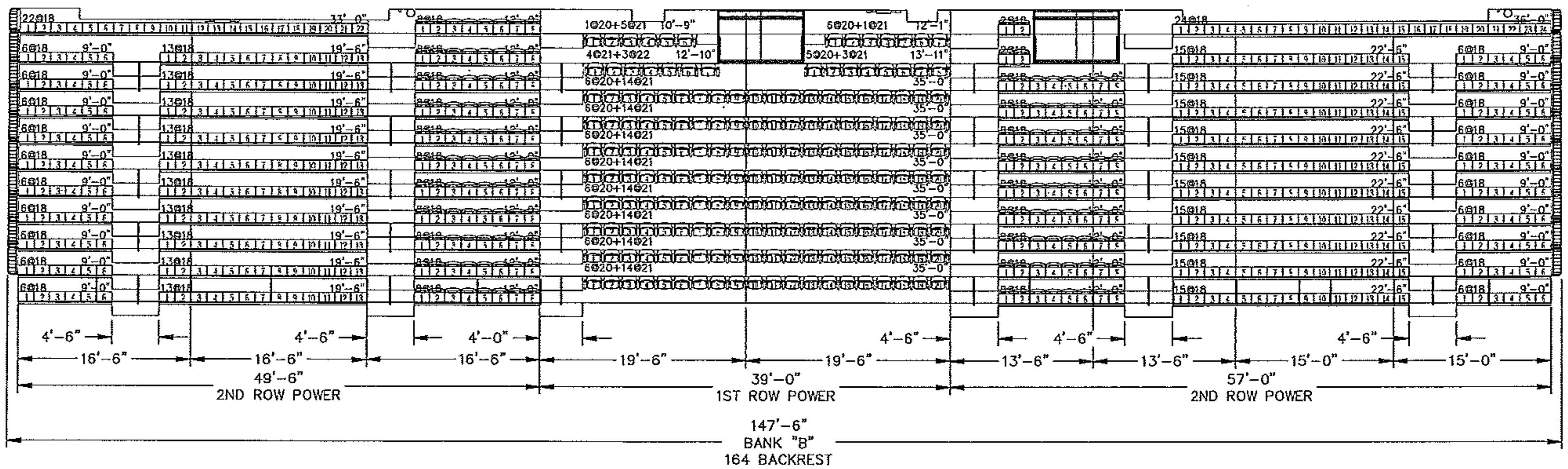
DRAWN BY: J CARTER DATE: 1/21/2015
CHKD BY: ______ DATE: ______
SCALE: AS NOTED

CAD NO.	JOB NO.	DRAWING NO.
OPT_8	Q287381	BP01

METRO SEAT SUMMARY	
SIZE	QUANTITY
18" [458]	0
19" [483]	0
20" [508]	60
21" [534]	125
22" [559]	3
23" [584]	0
24" [610]	0
TOTAL:	188

COURTSIDE SUMMARY	
SIZE	QUANTITY
10" COURTSIDE	0
12" COURTSIDE	610
SPACER	0
SPACER W CUP	0
TOTAL:	610

TOTAL BACKREST = 164



BANK SUMMARY

BANK "B":
MAXAM PLUS (WALL ATTACHED)
9 5/8" RISE
30" ROW SPACING
11 TIER
1ST ROW POWER (CENTER SECTIONS)
2ND ROW (END SECTIONS)
12" COURTSIDE SEATS
BACKREST
METRO (1.375 SEAT SPACER)
REAR FILLER
COLUMN CUT OUTS
ADA FLEX ROWS
2ND ROW
(2 UNITS) 8'-0" X 4'-0" MEDIA PLATFORMS

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Last Modified: Jan 21, 2015 – 4:10pm Plotted on: Jan 21, 2015 – 4:11pm

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UNKNOWN

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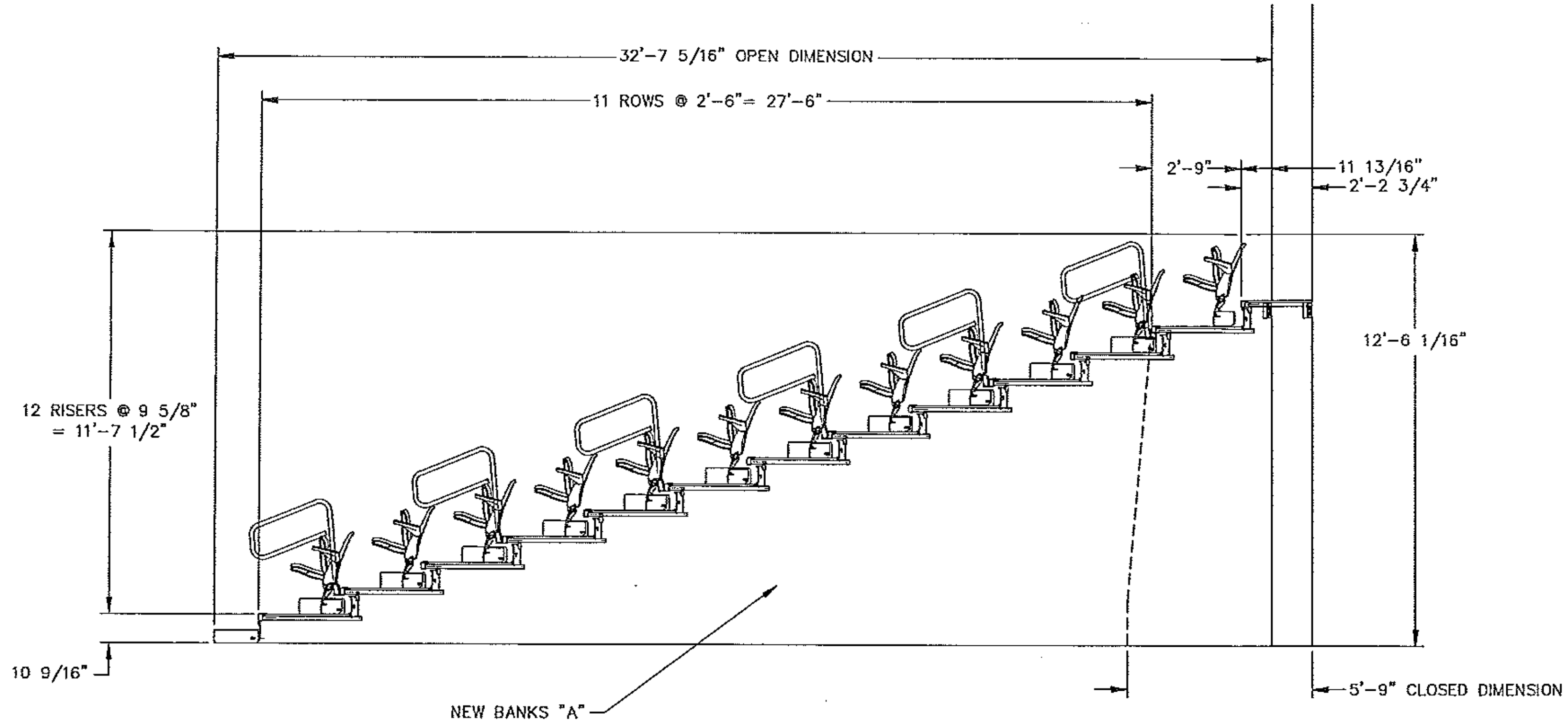
WALL CONSTRUCTION: TBD
ATTACHMENT TYPE: TBD

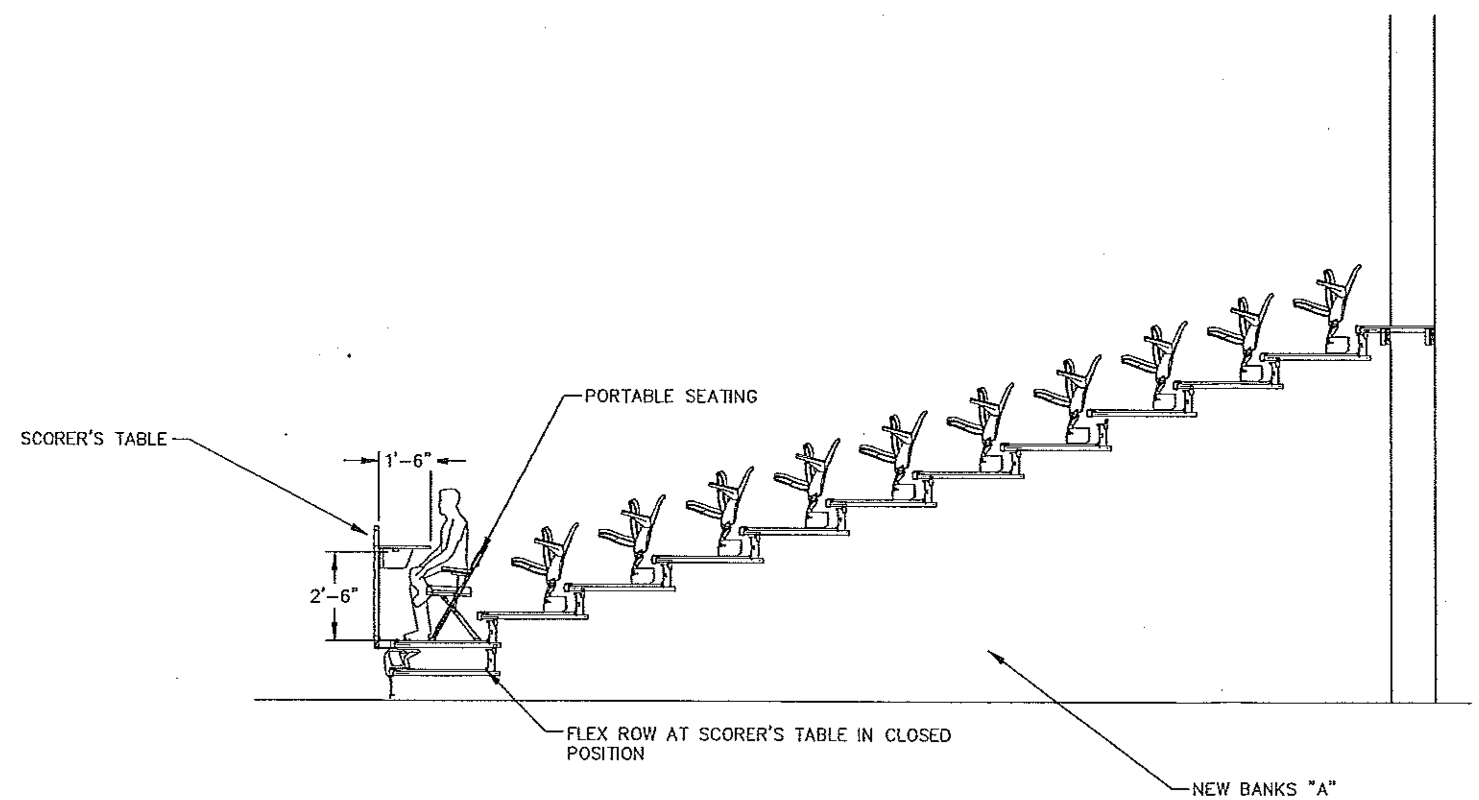
Field Check By: ______ Date: ______ Approval By: ______ Date: ______

BLEACHER PLAN
PORTLAND EXPOSITION BUILDING
PORTLAND, MAINE

DRAWN BY: J CARTER DATE: 1/21/2015
CHKD BY: ______ DATE: 10/29/2012
SCALE: AS NOTED

CAD NO.	JOB NO.	DRAWING NO.
OPT_8	Q287381	BP02





Last Modified: Jan 21, 2015 – 3:43pm Plotted on: Jan 21, 2015 – 4:08pm

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			REVISION
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			REVISION

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UNKNOWN

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WALL CONSTRUCTION: TBD
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SIDE VIEW
PORTLAND EXPOSITION BUILDING
PORTLAND, MAINE

DRAWN BY: J CARTER DATE: 1/21/2015
CHKD BY: MLB DATE: 10/29/2012
SCALE: AS NOTED

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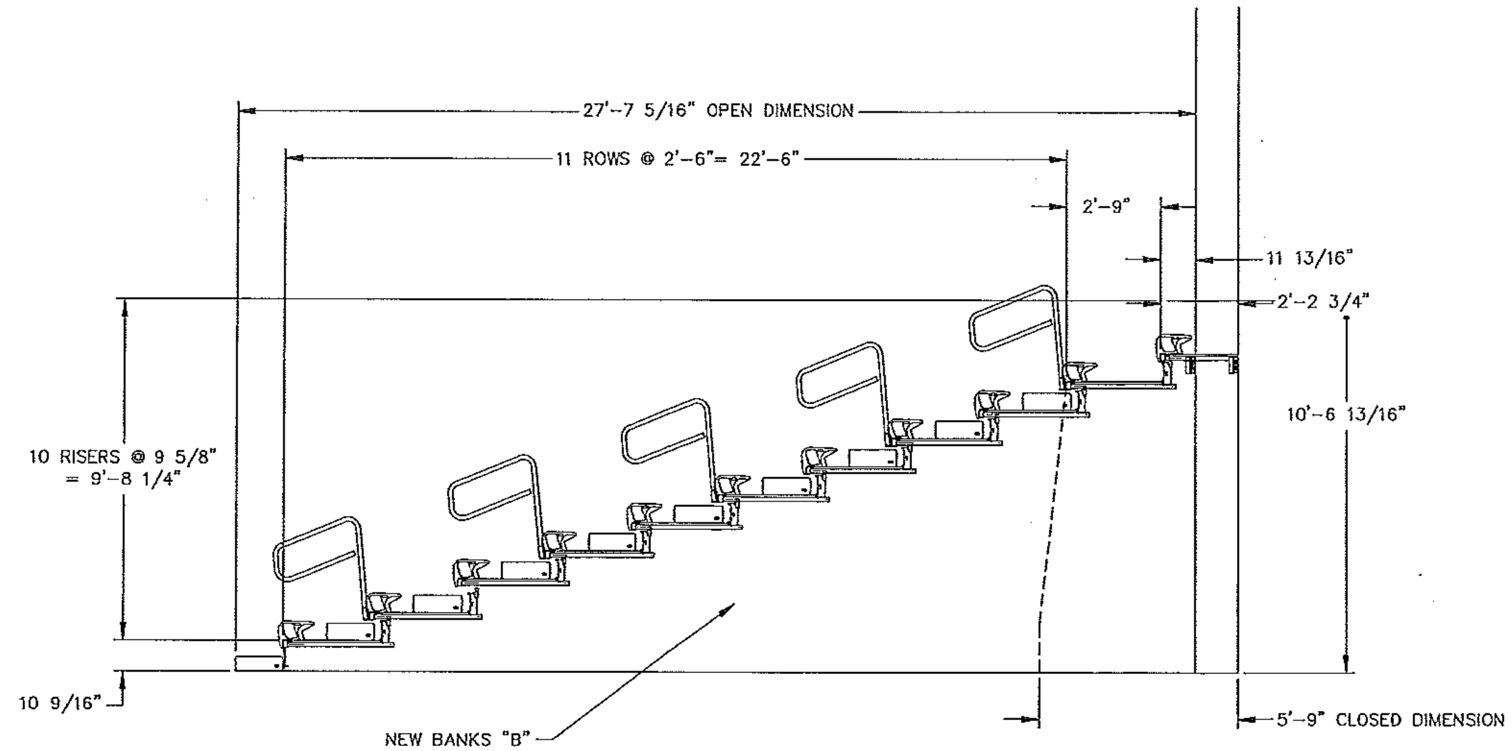
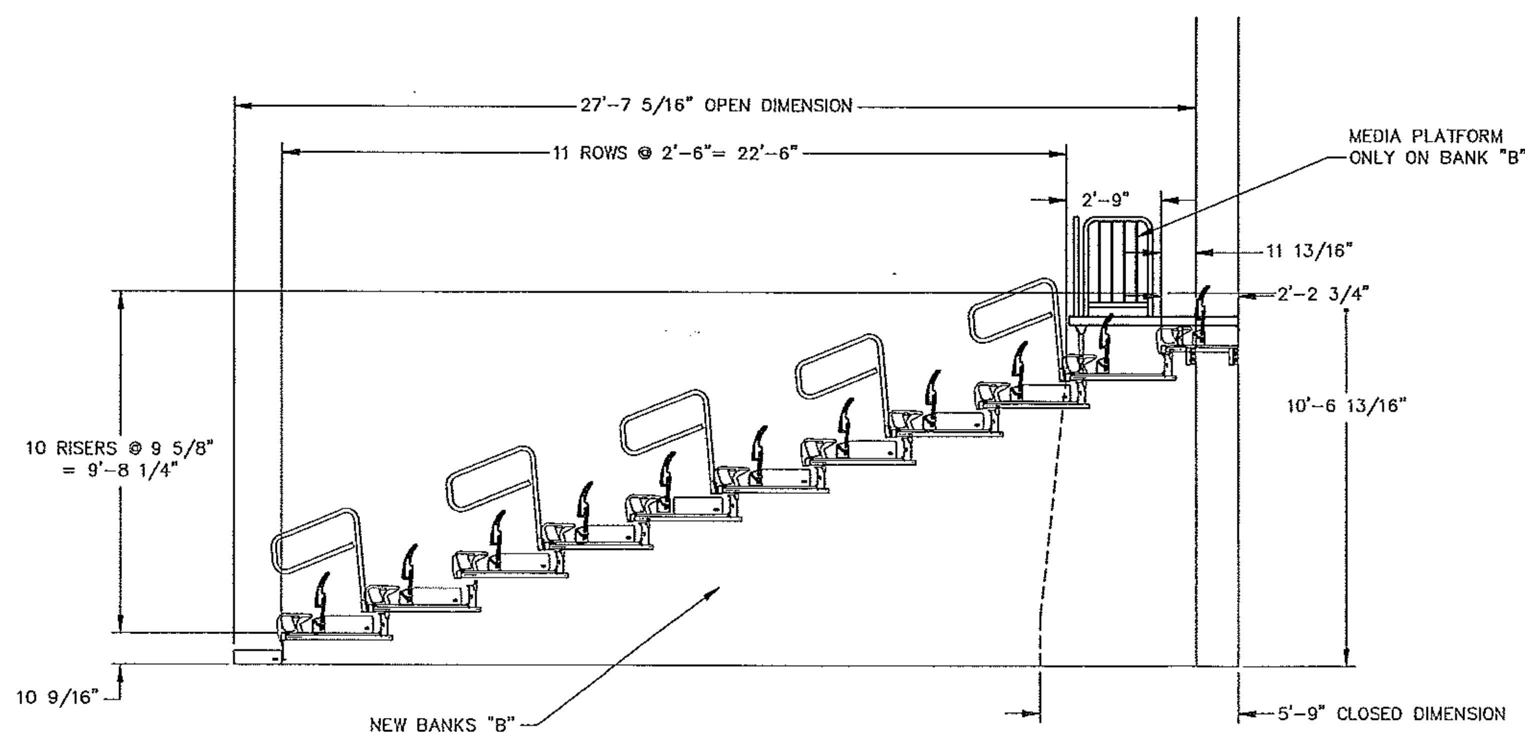
OPT_8	Q287381	SV02





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REV.	CHK	DATE	DESCRIPTION
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REVISIONS

SMOKE PROTECTED RATING
UNKNOWN

FIELD SUMMARY (REQUIRED WITH FIELD CHECK)
FLOOR CONSTRUCTION: TBD
WALL CONSTRUCTION: TBD
ATTACHMENT TYPE: TBD

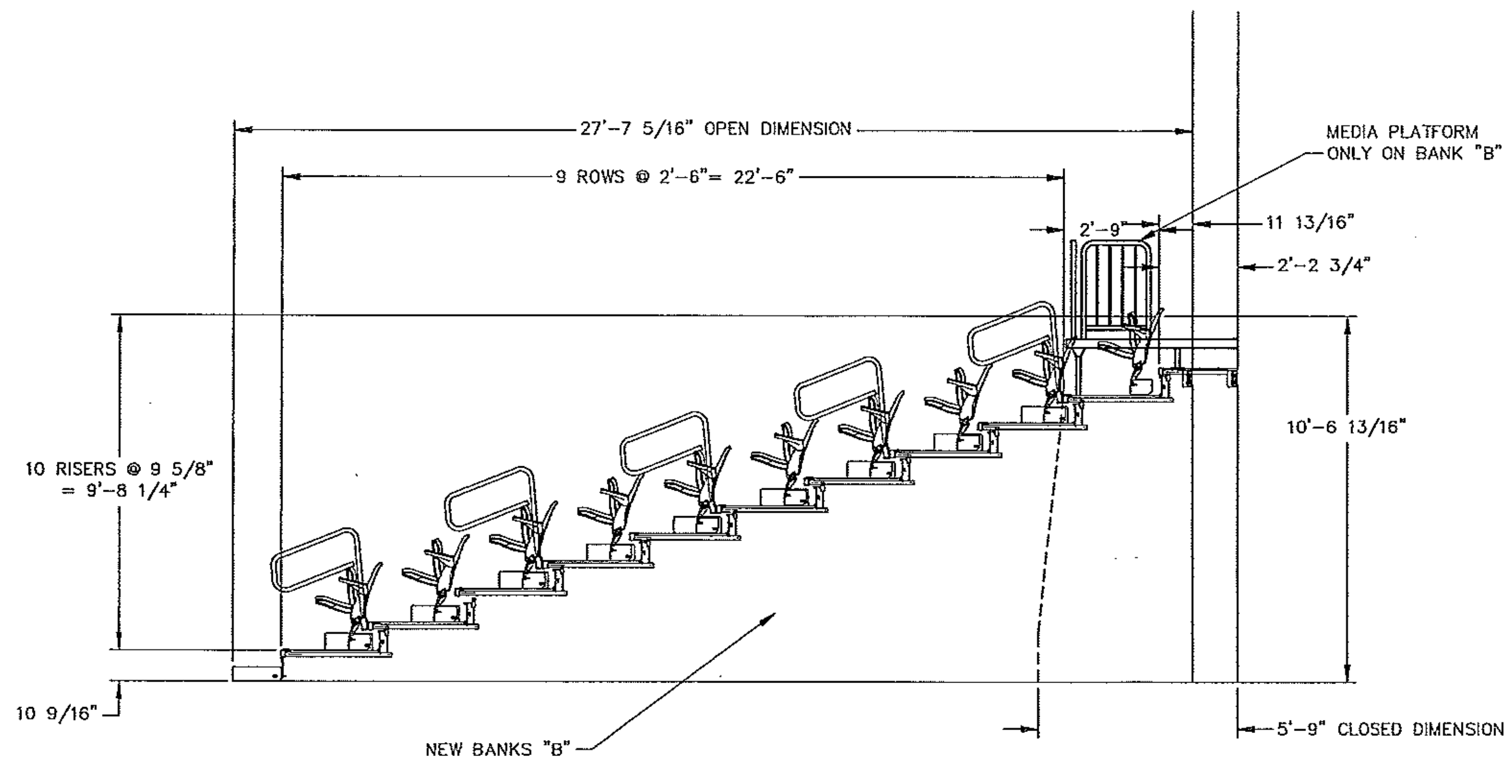
Field Check By: ____ Date: ____ Approval By: ____ Date: ____

SIDE VIEW
PORTLAND EXPOSITION BUILDING
PORTLAND, MAINE

DRAWN BY: J CARTER DATE: 1/21/2015
CHKD BY: MLB DATE: 10/29/2012
SCALE: AS NOTED

CAD NO.	JOB NO.	DRAWING NO.
OPT_8	Q287381	SV03

Last Modified: Jan 21, 2015 – 3:43pm Plotted on: Jan 21, 2015 – 4:07pm



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SMOKE PROTECTED RATING
UNKNOWN

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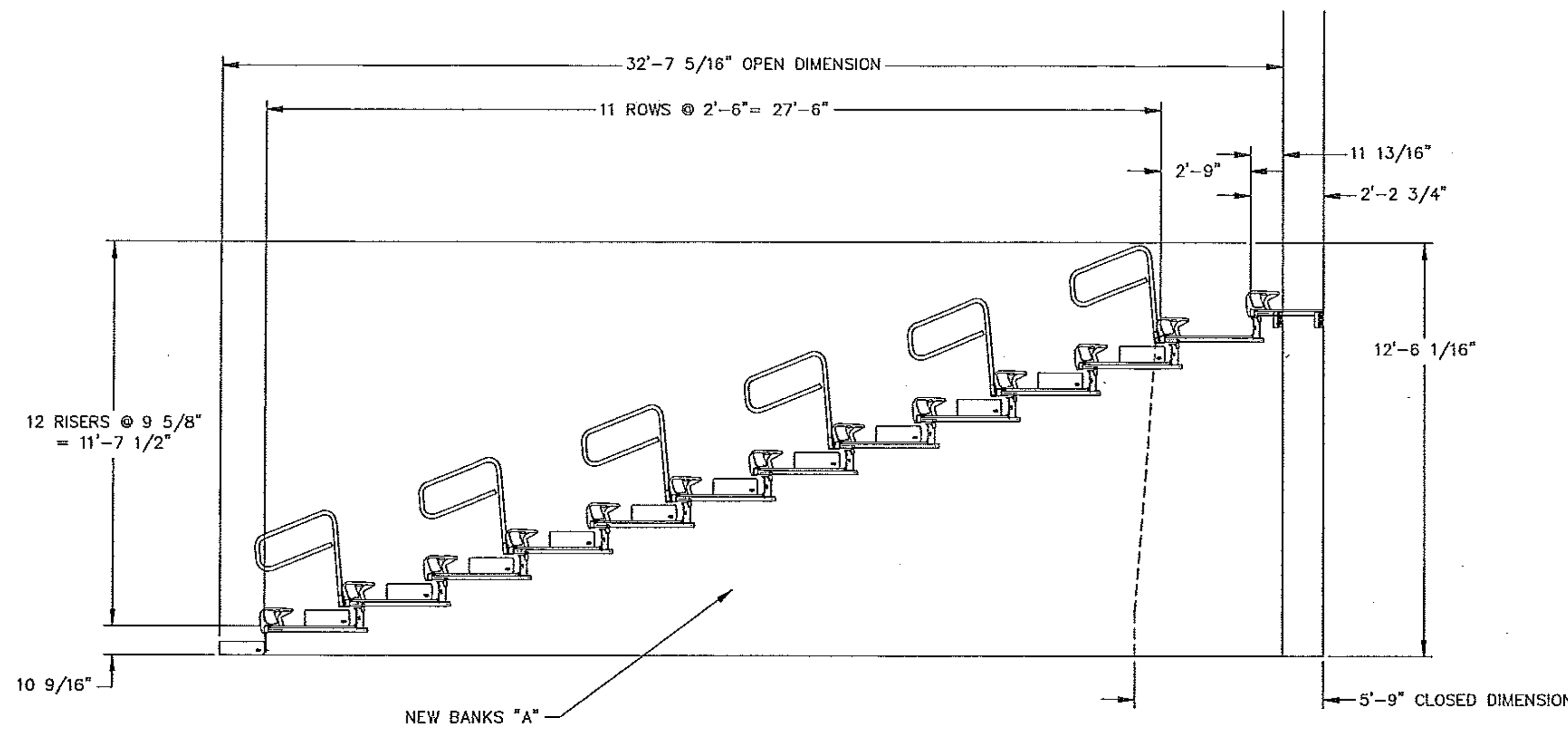
FLOOR CONSTRUCTION: TBD
WALL CONSTRUCTION: TBD
ATTACHMENT TYPE: TBD

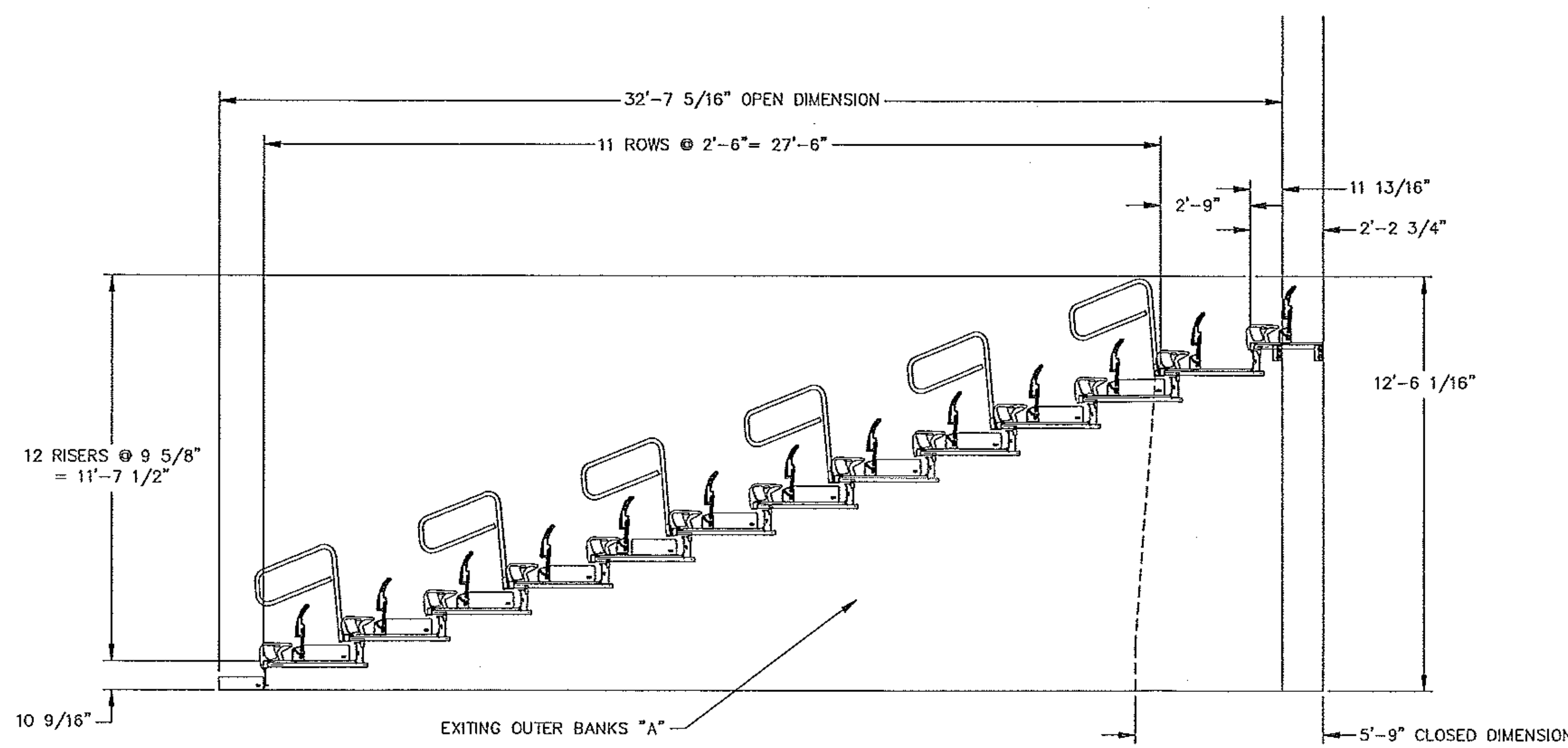
Field Check By: ______ Date: ______ Approval By: ______ Date: ______

SIDE VIEW
PORTLAND EXPOSITION BUILDING
PORTLAND, MAINE

DRAWN BY: J CARTER DATE: 1/21/2015
CHKD BY: MLB DATE: 10/29/2012
SCALE: AS NOTED

CAD NO.	JOB NO.	DRAWING NO.
OPT_8	Q287381	SV04





SEATING LAYOUT NOTE:

SEATING LAYOUT HAS BEEN DESIGNED & VERIFIED BASED ON THE CODE RELATED UNDER THE GENERAL NOTES. CHANGES MAY NEED TO BE MADE IF A NEW CODE IS REQUIRED.

HUSSEY SEATING COMPANY
HUSSEY SINCE 1835
Your partner for seating solutions
38 DYER STREET EXT.
NORTH BERWICK, ME. 03906
TELEPHONE: (207) 676-2271 FAX: (207) 676-9690

IMPORTANT

THIS PLAN HAS BEEN DRAWN IN ACCORDANCE WITH THE INFORMATION SUPPLIED BY THE ARCHITECT, AND/OR DEALER. HUSSEY SEATING Co. DOES NOT ACCEPT ANY RESPONSIBILITY FOR THE ACCURACY, OR RELEVANCE, SHOULD THERE BE ANY DEVIATION FROM THE INFORMATION SUPPLIED WITHOUT THE APPROVAL OF HUSSEY SEATING CO.

GENERAL NOTES

1. DEALER WILL VERIFY ALL DIMENSIONS AND INFORMATION SHOWN, INSURE THAT ALL FIELD CHECKED INTERMEDIATE DIMENSIONS EQUAL THEIR CORRESPONDING OVERALL DIMENSION, AND RETURN THIS DRAWING WITH THE APPROPRIATE SIGNATURES FOR FURTHER ACTION.
2. HUSSEY SEATING Co. WILL ASSUME RESPONSIBILITY FOR MANUFACTURING AND SUPPLYING PRODUCT ACCORDING TO THIS DRAWING AND APPROVAL.
3. THE ARCHITECT, GENERAL CONTRACTOR AND OWNER WILL INSURE THAT FLOORING IS LEVEL WITHIN ±1/8" IN 8'-0" AND THAT THE FLOORING IS CONTINUOUS.
4. THE LAYOUT SHOWN IS DRAWN PER HUSSEY SEATING CO. INTERPRETATION OF: CURRENT LAY OUT PER IBC 2006. IF THE APPLICABLE CODE IS DIFFERENT THAN THE ONE STATED, PLEASE INDICATE ON THE LINE PROVIDED: ______. IF NO OTHER CODE IS INDICATED, IT IS ASSUMED THAT THE DEALER/ARCHITECT IS AWARE OF THE CODE APPLIED TO THE LAYOUT SHOWN, AND THAT HUSSEY SEATING Co. CANNOT BE HELD RESPONSIBLE IF ANY DEVIATION OCCURS.
5. HUSSEY SEATING COMPANY STRIVES TO CONTINUOUSLY IMPROVE IT'S PRODUCT AND MANUFACTURING METHODS. THE COMPANY RESERVES THE RIGHT TO MAKE CHANGES WITHOUT NOTICE WHEN, IN THE OPINION OF THE COMPANY, SUCH CHANGES IMPROVE THE PRODUCT OR IT'S PERFORMANCE.

REV.	CHK	DATE	DESCRIPTION
1	XXX	2/08	REVISION REVISION REVISION

REVISIONS

SMOKE PROTECTED RATING
UNKNOWN

FIELD SUMMARY (REQUIRED WITH FIELD CHECK)

FLOOR CONSTRUCTION: TBD
WALL CONSTRUCTION: TBD
ATTACHMENT TYPE: TBD

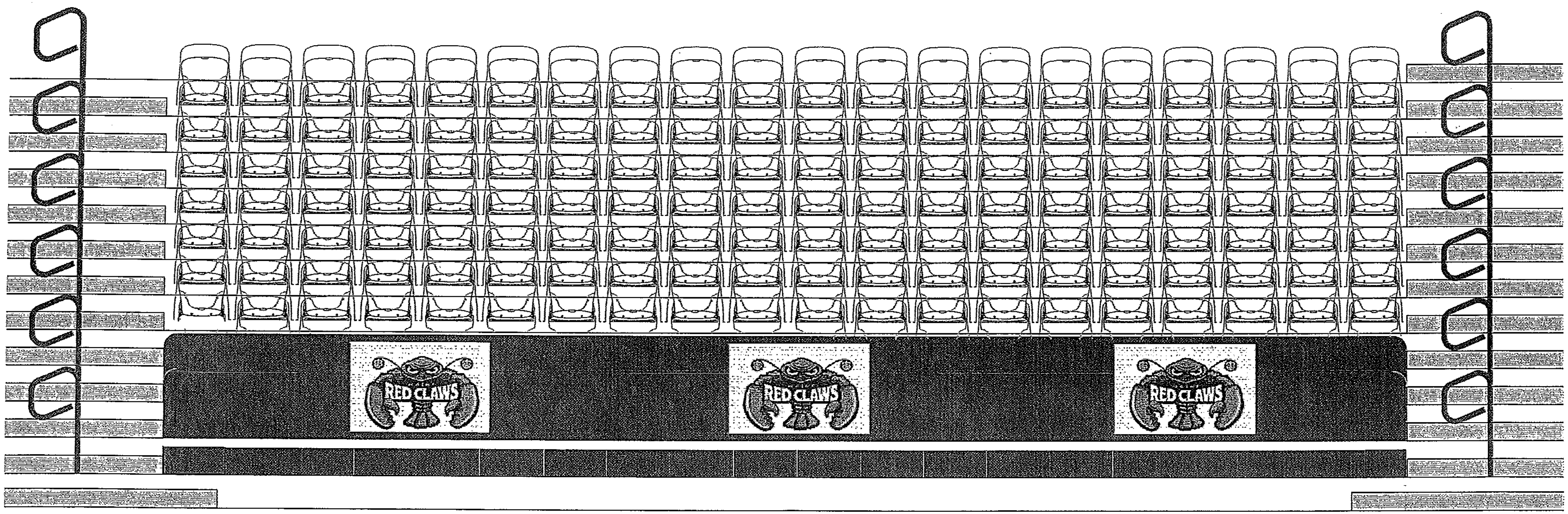
Field Check By: ______ Date: ______
Approval By: ______ Date: ______

SIDE VIEW
PORTLAND EXPOSITION BUILDING
PORTLAND, MAINE

DRAWN BY: J CARTER DATE: 1/21/2015
CHKD BY: ______ DATE: ______
SCALE: AS NOTED

CAD NO.	JOB NO.	DRAWING NO.
OPT_8	Q287381	SV01

Last Modified: Jan 21, 2015 – 3:43pm Plotted on: Jan 21, 2015 – 4:09pm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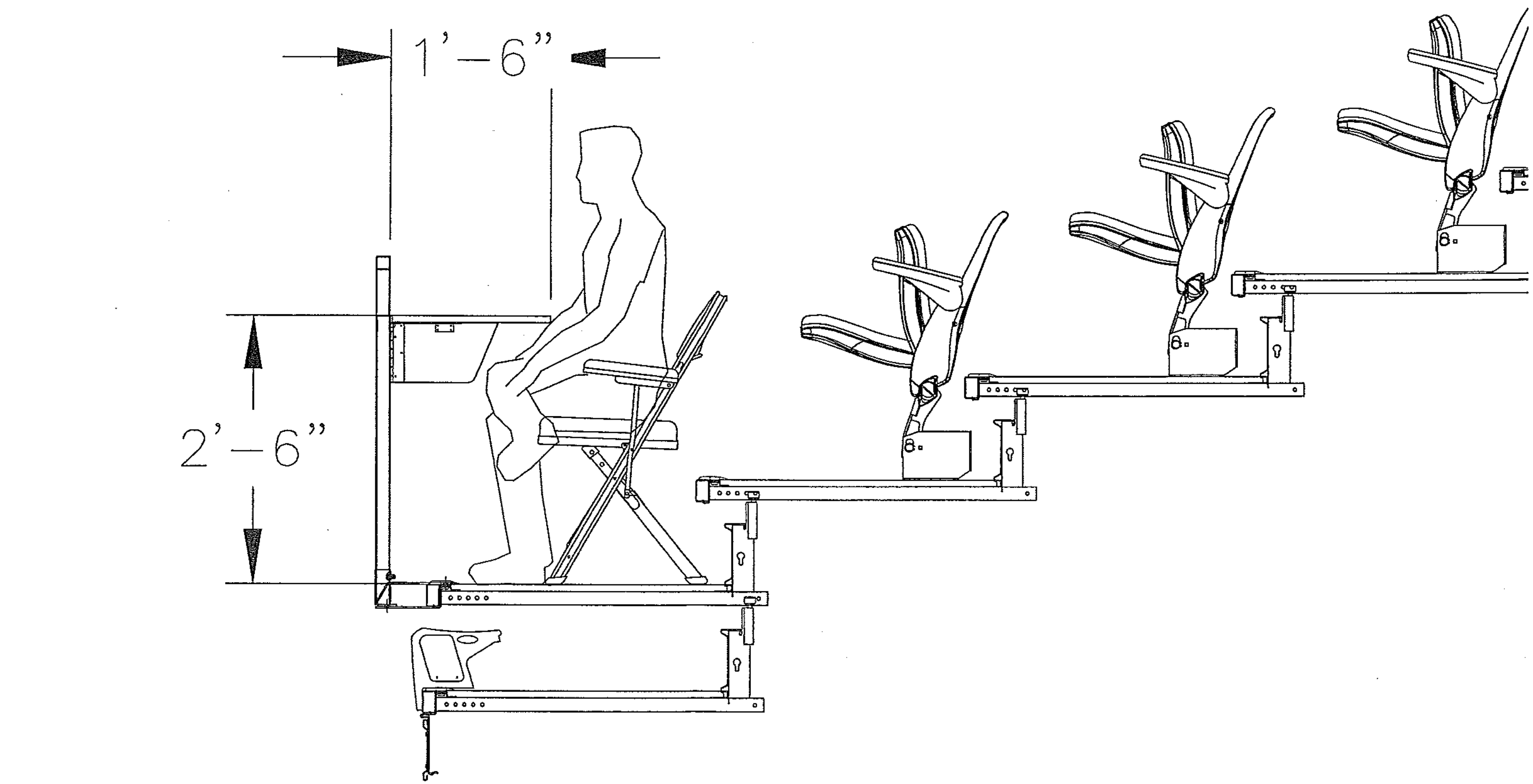
1’—6”
2’—6”

TO: Joseph E. Gray, City Manager

FROM: Anita R. LaChance, Assistant City Manager

SUBJECT: City Council re: NBA Development League Lease

DATE: March 30, 2008

Please place an item on the April 7, 2008 City Council agenda authorizing a lease agreement with the NBA Development League.

In December of last year, the City was approached by a group of investors expressing an interest in acquiring an NBA Development League team and locating it in Portland at the Portland Exposition Building. Since that time there have been several meetings with City staff to ascertain the Team's needs, the League's requirements, and the City's ability to meet them. After guidance from both the City Council's Finance Committee and subsequently, the full City Council, a tentative agreement has been reached.

The D League regular season runs from the end of November through mid-April. All commitments to existing users, including Portland High School basketball, regional high school and middle school track and various commercial and community events would be honored. The City's planned renovation to the basement of the Exposition Building would allow us to accommodate the team's locker room needs. The team would be responsible for all other necessary facilities upgrades including the purchase of additional bleacher seating, courtside seating, a regulation sized portable court, new basket supports/backboards, and upgraded lighting. The team's initial investment in the facility would be approximately $250,000. The City would have use of all of these upgrades. Upon termination of the lease, the City retains the improvements and equipment.

The term of the contract is five years with an option to renew for an additional five year term. The first season would be 2009/2010. The team would pay rent of $2,100 per game or between $42,000 and $50,400 per season for the first three seasons, depending on the number of games played in the facility. The rent escalates in 2012 ($2,200), 2014 ($2,300) and 2017($2,400). The rent figures were derived by estimating staffing costs, the goal being that the facility would cost no more to operate as a result of team's presence. The team will also pay a surcharge to cover the cost of electricity related to the upgraded lighting. Beginning in the 2014/15 season the team would also pay 50 cents per ticket for any tickets sold above 58,000 (for a 20 game season). The team will have the right to sell advertising and retain the net proceeds from parking and concessions, similar to the Sea Dogs and other professional sports franchises.

The Finance Committee met on March 25 and voted unanimously to recommend approval of the lease.

MAINE BASKETBALL, LLC
ARENA LICENSE AGREEMENT

This ARENA LICENSE AGREEMENT ("Agreement") is made this 5th day of January, 2009 between The City of Portland ("Licensor"), and Maine Basketball, LLC ("Licensee").

RECITALS

A. Licensor is the operator of the Portland Exposition Arena and supporting related improvements in Portland, Maine, including an arena suitable for playing basketball games (the "Arena").

B. Licensee is Maine Basketball, LLC, a Maine Limited Liability Corporation, and owner of an NBA Development League ("D-League" or "League") team.

C. Licensor wishes to grant to Licensee certain rights to use the Arena, and Licensee wishes to use the Arena, on the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

SECTION 1.

DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

"Applicable Taxes" means with respect to any revenues, all applicable taxes, assessments or fees required by law to be collected in connection with such revenues, excluding any income taxes.

"Arena" has the meaning set forth in the Recitals.

"Common Areas" means the following with respect to the Arena:

(a) seating bowl, consisting of a basketball playing floor or event staging area, and adjacent seating area containing seating for approximately 3,200 persons for basketball games, and related media and broadcasting facilities, subject to State Fire Marshall approval;

(b) outdoor plaza, entryways, stairs, elevators, escalators, concourses, lobbies, exits, sidewalks and passageways;

(c) scoreboard system, scoreboard control room, public address system, telescreen and other electronic and computer systems (including all necessary conduits, receptacles and ductwork necessary for the operation thereof);

(d) parking areas adjacent to the Arena, with the exception of those spaces assigned to adjacent facilities;

(e) lounges, dining areas, banquet rooms, meeting rooms, dressing rooms and hospitality areas;

(f) media room;

(g) Team training room and players' lounge;

(h) visiting basketball team locker room, training room and coaches' office; and

(i) referees' locker room.

"Concessions" has the meaning set forth in Section 8.1.

"Fixed Advertising" means permanent signage/advertising located or to be located in or outside the Arena and the Common Areas visible during all events at the Arena, other than signage/advertising provided pursuant to an arena naming rights arrangement.

"League" has the meaning set forth in the Recitals.

"League Game Date" means a date on which a League Game is scheduled to be played.

"League Game" means a game (including pre-season, regular season and post-season) played by the Team at the Arena.

"League Standards" means the rules, regulations, standards, guidelines and manuals governing the facility and equipment requirements of the League and its teams, as adopted and amended by D-League from time to time, including the current D-League Arena Facility Standards attached as Exhibit A hereto, as amended.

"Licensee Areas" means the following with respect to the Arena:

(a) Merchandise Areas;

(b) equipment rooms and storage space suitable for the storage of Team equipment and supplies;

(c) locker room and coaches' and trainers' offices for the Team; and

(d) Assigned parking spaces in the Arena parking area.

"Licensor Services" has the meaning set forth in Section 5.

"Merchandise" has the meaning set forth in Section 8.2.

"Merchandise Areas" means all areas in the Arena where merchandise may be sold.

"Other League Events" has the meaning set forth in Section 4.4.

"Team" has the meaning set forth in the Recitals.

"Temporary Advertising" means all forms of advertising in or outside the Arena and the Common Areas other than Fixed Advertising (including Fixed Advertising on scoreboards), including, without limitation, advertising appearing on telescreens, scoreboards, public address systems, programs, tickets, musical equipment, banners, posters, stages, the playing floor, the basketball stanchions, the backboard spine, the backboard base, the scorer's, press or other tables surrounding the playing floor, on any moving or movable items, such as courtside rotational signage, or on any other equipment pertaining to League Games.

"Term" has the meaning set forth in Section 2.

SECTION 2.

TERM

The initial term of this Agreement shall commence on the effective date of this Agreement and end on June 30, 2014, unless extended or sooner terminated as provided in this Agreement. Licensee shall have the right to extend the initial term of this Agreement for an additional five (5) year extended term, upon the same terms and conditions as set forth herein. Licensee shall exercise its right to extend the initial term by delivering to Licensor a written notice of such exercise no later than ninety (90) days prior to the expiration of the initial term. The initial term and any extended term, as they may be terminated as provided in this Agreement, are collectively referred to as the "Term."

SECTION 3.

USE OF ARENA BY LICENSEE AND LICENSOR

3.1 Licensee's Use.

(a) Common Area Use for League Games and Practices. On each League Game Date, from time of team shootarounds on day of the League Game until three (3) hours after the completion of the League Game, Licensee, D-League and their respective personnel, guests and invitees (including holders of tickets of admission to the Arena, holders of press and media credentials and visiting team personnel) shall have the exclusive possession and use of the Common Areas for the purpose of playing the League Game (and ancillary events immediately prior to or after, the purpose of which is to increase attendance at the League Game), and the exhibition thereof, live and by radio, television or any other medium. During all periods for which a Team practice or an Other League Event has been scheduled in the Arena in accordance with Section 4, Licensee, the D-League and their respective personnel, guests and invitees shall have the exclusive possession and use of those components of the Common Areas that are necessary for the conduct of such practice or event. On the days of doubleheaders with Portland High School, Portland High School shall have possession and use of the Common Areas for the purpose of playing scheduled Portland High School games between 3:30 pm and 7:00 pm, and the exhibition thereof, live and by radio, television of any other medium. Team, opponents and D-League personnel will be allowed access to locker rooms, training rooms, weight rooms, coaches' offices and players' lounge between 3:30 pm and 7:00 pm. Team and opponents shall be permitted to take the court immediately following the end of the Portland High School game.

(b) Licensee Areas. At all times during the Term, Licensee shall have the exclusive use and possession of the Licensee Areas, together with nonexclusive rights of ingress and egress on, over and through the Arena to the Licensee Areas. Licensee shall pay for telephone service and equipment, furniture and other furnishings in the office included in the Licensee Areas.

(c) No License Fee. Licensee shall not be required to pay any license or other fee for its use of the Arena as provided in this Agreement. The parties recognize that the use by Licensee of the Arena will enhance the ability of Licensor to otherwise utilize the Arena,; and therefore any direct fee for such use is waived in consideration of such benefits.

3.2 Event Guarantees. During each twelve month period during the Term commencing October 1, 2009, Licensee shall cause (a) at least twenty (20) League Games to be played at the Arena.

3.3 Manner of Licensee's Use. At all times during the Term, Licensee shall use the Arena in accordance with all applicable laws, ordinances and regulations.

3.4 Proceeds from Licensee Activities. The parties acknowledge that certain amounts due Licensee from third parties pursuant to the terms of this Agreement will be received or collected by Licensor and thereafter transferred to Licensee. The parties agree that such amounts are only received by Licensor as agent on Licensee's behalf and such amounts shall not be revenues of Licensor.

3.5 Grant of License. This Agreement is intended and shall be construed as a grant of a license by Licensor to Licensee and shall not operate to vest in Licensee any ownership interest in the Arena or the property of Licensor, whether real or personal, tangible or intangible.

3.6 Surrender. At the time this Agreement terminates, whether by expiration of the Term or by early termination, Licensee shall within a reasonable period of time vacate the Arena and remove its property from the Arena, leaving the Licensee Areas and any other areas of the Arena from which Licensee has removed its property in the condition in which it was provided to Licensee, reasonable wear and tear and depreciation excepted. The following items shall become the property of Licensor upon termination of this Agreement: all improvement and equipment provided pursuant to section 3.8(b) of this Agreement; all equipment added to the existing Portland High School weight and trainers rooms, and video boards. Licensee shall retain ownership of portable playing surface, but shall replace it with similar playing surface.

3.7 Licensor Use.

(a) Except for the Licensee Areas and subject to Licensee's exclusive use and possession of the Common Areas as provided in Section 3.1, Licensee has no rights to the use of the Arena at any time or for any purpose.

(b) Licensee's exclusive use and possession of the Common Areas shall be subject to the common use and occupancy thereof by employees, agents and contractors of Licensor for the purpose of enabling Licensor to perform its duties as the owner of the Arena and as licensor under this Agreement (including the Licensor Services).

(c) Licensee acknowledges that Licensor and its agents and representatives, upon prior written notice to Licensee (or without prior notice in the event of an emergency threatening health or safety) shall have the right to enter into and upon any and all parts of the Arena, including the Licensee Areas, for any legitimate reason.

3.8 Capital Improvements.

(a) Licensee shall make, at its own cost, all capital improvements necessary to maintain the Arena in first class condition and reasonably acceptable to Licensee for the conduct of League Games (including, but not limited to, equipment required by Licensee to downsize the Arena for League Games), and necessary for Licensee to comply with its obligations under this Agreement. Licensee shall not undertake any capital improvements that would interfere with Licensor's use of the Arena as contemplated in this Agreement without obtaining Licensor's prior written consent. Licensee shall cause all Common Areas and Licensee Areas to comply with League Standards and the reasonable requirements of Licensee. Licensee shall provide Licensor with the current League Standards upon the execution of this Agreement, and any amendments or supplements to the League Standards as adopted from time to time.

(b) Licensee shall make, at a minimum and at its own cost, the following capital improvements, and shall provide the following equipment:

(i) Up to four (4) new portable bleacher sections;

(ii) A portable playing surface and the cost of aisle filler construction;

(iii) Three (3) competition stanchions and backboards;

(iv) One (1) practice stanchion and backboard;

(v) Backboard mounted shot clocks;

(vi) Locker room monitors;

(vii) Two hundred seventy one (271) interlocking floor seats;

(viii) Twenty (20) interlocking bench seats; and

(ix) Interior lighting upgrade.

SECTION 4.

SCHEDULING

4.1 Priority. Subject to Licensor's contractual obligations entered into prior to the date of this Agreement as set forth on Schedule 4.1 ("Pre-Existing Contracts"), Licensee shall have priority for scheduling League Games at the Arena. Licensor shall not amend any Pre-Existing Contract without the prior written consent of Licensee, except that Licensor may renew any Pre-Existing Contract according to the terms thereof but on no more favorable terms to the counterparty than under the current Pre-Existing Contract.

4.2 Procedure. Prior to each February 1 during the Term, Licensor shall submit to Licensee a list of fifty (50) dates fairly spaced throughout the duration of the upcoming League season that are available for Licensee to reserve for "League Game Dates" ("Arena List of Available Dates"). The Arena List of Available Dates shall include at least fifty percent (50%) of the Friday and Saturday night dates during the League season. No more than five (5) available Fridays between December 1 and February 15 shall be selected as League Game Dates. No more than two (2) available Fridays between February 15 and April 1 shall be selected as League Game Dates. Prior to each June 30 during the Term, the League shall select dates from the Arena List of Available Dates and submit to Licensor a list of such selected League Game Dates for the upcoming League season. Licensor shall promptly reserve those League

Game Dates for the Licensee and shall not schedule any other events for those dates. Licensee shall notify Licensor of the possible dates during which the League playoffs may occur promptly after such dates are determined by the League. Within ten (10) days after Licensee notifies Licensor of the possible League playoff dates, Licensor shall submit to Licensee a list of at least six (6) dates that are available for Licensee to reserve for League Game Dates during that period (the "Arena List of Available Playoff Dates"), and no event not previously scheduled shall be scheduled by Licensor for the dates included on the Arena List of Available Playoff Dates until the specific dates of such postseason League Games are determined by the League or until Licensee is mathematically eliminated from the postseason. In addition, Licensor shall use commercially reasonable efforts to not schedule events in the Arena during the period that the League playoffs customarily occur (approximately mid-April) until after each playoff schedule is determined by League. If, after Licensee submits the lists for the League season and postseason in accordance with the foregoing, the selection of additional or different playing dates is required by the League, Licensor shall use commercially reasonable efforts (but shall not be required to make any payment to any other party) to make such additional or different dates available for the playing of League Games. Notwithstanding the foregoing, if the format of the League's playoffs changes during the Term, Licensor and Licensee shall negotiate in good faith an increase to the number of additional dates to be included in the Arena List of Available Playoff Dates for each League season remaining in the Term.

4.3 Practices. Licensor shall make the Arena available for game day practice to both Team and its opponent by 9:00 A.M. and throughout the day of each League Game. On the days of doubleheaders with Portland High School, the Arena will not be available for game day practice by Team or its opponents between 3:30 pm and 7:00 pm, due to the Portland High School Games. Licensee shall be entitled to schedule Team practices on other days upon reasonable notice to Licensor, subject to the availability of the Arena for such purposes. Licensor shall use commercially reasonable efforts to provide Licensee with such additional dates and times for practice sessions on non-game days.

4.4 Other League Events. Licensee shall be entitled to schedule promotional events at the Arena on days of League Games, the purpose of which is to increase attendance at League Games, upon reasonable notice to Licensor ("Other Events") subject to the availability of the Arena for such purposes. Licensor shall use commercially reasonable efforts to provide Licensee with use of the Arena for such Other Events, and Licensee will not be charged any additional fees or expenses, unless otherwise mutually agreed.

SECTION 5.

LICENSOR SERVICES

5.1 Licensor Services. During the Term, Licensor, at its sole cost and expense (except as otherwise expressly provided), shall provide the following equipment and services to Licensee ("Licensor Services"):

(a) Heating, ventilation and air-conditioning which will cause the Arena to be maintained at temperatures customary for comparable facilities;

(b) Utilities, including electricity, gas, hot and cold water, lighting, telephone and intercommunications equipment, elevators and escalators, customary for comparable facilities, with the exception of the electricity cost of any additional lighting used exclusively during League Games, for which Licensee shall be responsible;

(c) Maintenance and repair of the Arena and all of its components in compliance with all applicable governmental laws, ordinances and regulations and in clean and good condition, subject to ordinary wear and tear and damage by fire or other casualty. Licensee shall be responsible for any damage to Arena beyond ordinary wear and tear caused by Licensee;

(d) Protection and security of the Arena and all its facilities as currently provided by Licensor;

(e) Grounds maintenance and snow and ice removal, including, but not limited to keeping sidewalks, parking areas and other areas immediately surrounding the Arena in compliance with all applicable governmental laws, ordinances and regulations and reasonably free of snow, ice, debris, litter and trash;

(f) Set-up of basketball court and staging areas for League Games and Team practices, in accordance with League Standards; and

(g) Day-of-event services for each League Game ("League Game Day Services") as follows:

(i) Operation of appropriate Arena parking areas and Concessions;

(ii) Retention, management and supervision of day-of-event personnel necessary for preparing the Arena for, operating the Arena during and cleaning up the Arena after a League Game, including, but not limited to, security and crowd control personnel, ushers, ticket takers, telephone receptionists, maintenance and janitorial personnel and other necessary labor, but not including game officials, referees, or timekeepers;

(iii) Conversion of the playing surface or staging area for use for League Games, deployment of downsizing equipment for League Games and cleanup following League Games;

(iv) Food service in Licensee food service areas to Licensee's personnel and guests and in the press areas to the press, all of such food service to be provided upon the request of Licensee and at Licensee's sole cost and expense; and

5.2 Levels of Service. Licensor shall retain, manage and supervise, and be responsible for, all personnel needed to perform the Licensor Services. Standards of quality and minimum levels of all Licensor Services, including staffing, shall be subject to Licensee's reasonable satisfaction.

5.3 Expenses.

(a) In consideration of the League Game Day Services, Licensee shall pay Licensor the following amounts for each League Game, in each case upon completion of the League Game and in accordance with Section 10: $2,100 for each League Game between October 1, 2009 and July, 2012; $2,200 for each League Game between July 1, 2012 and July 1, 2014; $2,300 for each League Game between July 1, 2014 and July 1, 2017; $2,400 for each League Game between July 1, 2017 and July 1, 2019.

(b) In addition to the payments for each League Game listed in section (a) above, beginning in the 2012/2015 season, Licensee shall pay Licensor $0.50 per ticket for every ticket sold above the following target attendance, including tickets sold for any post season games: 58,000 for a 20 game regular season; 60,900 for a 21 game regular season; 63,800 for a 22 game regular season; 66,700 for a 23 game regular season and 69,600 for a 24 game regular season if all games are played at the Arena.

(c) Licensee shall pay Licensor for the services of one (1) Portland Police Officer for each League Game. Licensee shall pay Licensor for the services any additional public safety personnel provided for any League Games.

SECTION 6.

TICKETS

Licensee shall have the exclusive right to sell all tickets for League Games, and to receive all revenues derived therefrom. Licensee shall have the exclusive right to determine the seating manifest for all League Games.

SECTION 7.

ADVERTISING

7.1 Temporary Advertising. Team shall have the exclusive right to sell and to retain all revenues (net of applicable taxes) from the sale of temporary advertising in the Arena (e.g., inside the bowl, on the concourse, etc.), including, but not limited to, advertising appearing on telescreens, scoreboards, public address systems, programs, tickets, musical equipment, banners, posters, stages, the playing floor, the basketball stanchions, the backboard spine, the backboard base, the scorer's, press or other tables surrounding the playing floor, on any moving or movable items, such as courtside rotational signage, or on any other equipment displayed during League Games ("Temporary Advertising") at all League Games. Team shall retain ownership of and be responsible for all related Temporary Advertising costs, including with respect to installation and removal. Team shall also have the right to use Arena concourse areas for promotional and informational purposes, subject to NFPA 101 egress requirements. Temporary Advertising materials may be stored at the Arena if appropriate storage space is available and it does not otherwise interfere with the operation of the Arena. All Temporary Advertising and/or posted information by Team shall comport with community standards.

7.2 Fixed Advertising.

(a) Licensee shall have the exclusive right to sell and to retain all revenues (net of applicable taxes) from the sale of all Fixed Advertising, on such terms as Licensee shall determine in its sole discretion, subject to approvals by Licensor set forth in section 7.3 below. .

(b) Licensor represents and warrants to Licensee that (i) Schedule 7.2 sets forth a true and complete list of all Fixed Advertising contracts entered into prior to the date of this Agreement ("Existing Fixed Advertising Contracts") and the revenue generated from each such contract, and (ii) except as otherwise set forth in Schedule 7.2, each of the Existing Fixed Advertising Contracts expires, without any renewal or other rights in favor of the advertiser, no later than ________________.

(c) Licensee may, with approval of Licensor, elect to make capital improvements in the Arena to create additional Fixed Advertising inventory.

7.3 Licensor Approval. The content, structural make-up, location and size of all advertising shall be subject to the prior approval of Licensor, which approval shall not be unreasonably withheld.

SECTION 8.

OTHER REVENUES

8.1 Food and Beverage Concessions.

(a) Licensor shall be responsible for the sale of all food, beverages, candy, and other foodstuffs in the Arena at League Games, including in any suites, restaurants, banquet rooms and public and private clubs ("Concessions"). Licensor shall cause all Concessions to be operated in a manner consistent with food and beverage concessions at other comparable arenas and subject to the reasonable satisfaction of Licensee. Licensor shall be entitled to enter into contracts with one or more concessionaires for the operation of the Concessions, which contracts and concessionaires shall be subject to the approval of Licensee, which approval shall not be unreasonably withheld. Licensee shall have the right to negotiate and enter to contracts with one or more concessionaires as part of overall sponsorship opportunities.

(b) Licensee shall be due net proceeds received by Licensor from third party concessionaires with respect to the sale of Concessions at League Games, and (ii) in the event Licensor sells Concessions itself, without a third-party concessionaire, net proceeds from sales of Concessions at League Events, in each case payable upon the occurrence of the League Game and in accordance with Sections 3.4 and 10. Net proceeds are defined as all revenues, less the sum of actual staffing costs, applicable taxes, food costs (including packaging), and alcoholic beverage cost

(c) Licensee shall have the exclusive rights to negotiate the "pouring" contract for the Arena. Licensee shall use commercially reasonable efforts to provide the following items as part of the pouring contract:

(i) Concessions menu boards;

(ii) Up to seven (7) beverage vending machines (and maintenance/repair);

(iii) A four-station fountain system, including maintenance and repair;

(iv) Up to ten (10) double door refrigeration units, including maintenance and repair.

(v) One (1) exterior changeable message sign; and

(vi) Two (2) scoreboards (one of which must have track capability).

8.2 Merchandise. Licensee shall have the exclusive right to sell and to retain all revenues from the sale of programs, other publications, athletic equipment, toys, clothing, hats, banners, pennants, photographs, posters, recordings, novelties, souvenirs and other merchandise relating to the League and the Team, other teams in the League, as well as the NBA and NBA teams (collectively, "Merchandise"). Licensee may sell Merchandise in or outside the Arena on the date of any League Game, and in Merchandise Areas at other times mutually acceptable to Licensor and Licensee.

8.3 Parking. Licensor shall consult with Licensee with respect to parking fees, but Licensor shall have exclusive right to determine the parking fees for all Arena parking at League Games. Licensee may provide a reasonable number of complimentary parking spaces to its personnel, invitees, VIP season ticket holders and business associates at League Games. Licensor will provide parking services, and Licensee shall be due an amount equal to all parking revenues received from League Games, net of Applicable Taxes and expenses directly incurred by Licensor in providing parking services, payable upon the occurrence of the League Game and in accordance with Sections 3.4 and 10.

SECTION 9.

MEDIA RIGHTS

9.1 Media Rights. NBA Development League, LLC ("NBADL") shall have the exclusive control of, and rights with respect to, the display or delivery of all League Games (or portions thereof) by any means whatsoever, including, without limitation, by telecast, radio broadcast, photograph or over the Internet. NBADL shall be entitled to retain all revenues from the sale or license of such rights.

9.2 Broadcast Access. Licensee, at its sole cost and expense, shall maintain or cause to be maintained facilities such that all League Games are capable of being broadcast and distributed by telecast, radio broadcast and over the Internet.

9.3 No Rights Granted. Nothing in this Agreement shall be deemed to grant Licensor any rights to use or exploit the intellectual property or other rights of NBADL pertaining to the League or its teams; any such use or exploitation shall be subject to the prior written consent of NBADL.

SECTION 10.

PAYMENTS; BOOKS AND RECORDS

10.1 Payments. Immediately following the end of each month during the Term, Licensor shall conduct a complete accounting and settlement of all amounts due to Licensee or Licensor under Sections 5.3, 8.1, 8.3 and 8.4 during the prior month. Not later than the 25th day of each month, Licensee shall pay to Licensor amounts due under section 5.3 for all League Games played in the prior month. Not later than the 25th day of each month, Licensor shall pay to Licensee the net amount payable to Licensee under those sections with respect to the prior month. That payment shall be accompanied by a statement demonstrating the settlement and all items included therein in reasonable detail. If Licensee disputes the amount of any settlement, the parties shall confer in good faith to resolve the dispute. If they are unable to resolve the dispute, it shall be settled by a mutually acceptable independent accounting firm.

10.3 Books and Records. Licensor shall keep or cause to be kept all necessary books and records with respect to the ownership and operation of the Arena and the matters provided for in this Agreement. Licensee and its representatives shall have the right to inspect those books and records upon reasonable prior notice to Licensor.

SECTION 11.

INSURANCE

11.1 Licensee's Insurance Coverage.

(a) Licensee shall, at its sole expense, procure and maintain during the Term (i) commercial general liability insurance with contractual liability endorsements for the mutual benefit of Licensee and Licensor and their respective contractors, successors and assigns, against all claims for personal injury, death or property damage in or about the Arena resulting from Licensee's use of the Arena, in the amount of $1,000,000 combined single limit and bodily injury and property damage with umbrella or excess policies totaling $5,000,000 in excess of $1,000,000 and (ii) workers compensation insurance in the amount required by applicable law. Said insurance policies shall name as additional insured such entities and individuals as Licensor shall designate from time to time (the "Licensor Additional Insured"). All such insurance shall be primary insurance and shall provide that any right of subrogation against Licensee or the Licensor and their successors and assigns is waived. Such insurance shall not have any "special" limitations.

(b) There will be no charge to Licensor for such coverage and a certificate of insurance evidencing such coverage shall be furnished to Licensor prior to the expiration of the current policy. Said policy of insurance and endorsements shall provide that the policy of insurance cannot be canceled without 30 days prior written notification to Licensor. If Licensee fails to provide Licensor with the required certificate of insurance prior to the expiration of any existing policy, Licensor may, in its sole and absolute judgment either (i) acquire, at Licensee's expense, such insurance as Licensor determines in its commercially reasonable judgment to be necessary in order to protect Licensor and the Licensor Additional Insureds from any of the matters to be covered under Section 11.1(a) above or (ii) treat such failure as a default by Licensee subject to the cure provisions of Section 13.

(c) All such insurance shall be effected by valid and enforceable policies issued by insurers of responsibility approved to do business in the state in which the Arena is located, such responsibility and the insuring agreements to meet with the reasonable approval of Licensor. An insurer with a current A.M. Best rating of at least A (excellent) with a financial size category of at least VIII shall be deemed to be acceptable.

(d) At the request of Licensor, Licensee shall promptly furnish loss information concerning all liability claims brought against Licensee (or any other insured under Licensee's required policies), that may affect the amount of liability insurance available for the benefit and protection of the Licensor and Licensor Additional Insured under this Agreement. Such loss information shall include such specifics and be in such form as Licensor may reasonably require.

11.2 Licensor Insurance Coverage.

Licensor shall, at its sole expense, insure or self-insure the Arena against loss or damage from "all risks" of physical loss or damage; said insurance or self-insurance shall be for the full insurable value of the Arena at replacement cost, and shall contain only the standard exclusions.

11.3 Waiver of Subrogation. Licensor and Licensee each hereby waive all rights of recovery against the other and against the officers, partners, employees, agents and representatives of the other, on account of loss by or damage to the waiving party of its property or the property of other under its control, to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which either may have in force at the time of the loss or damage. Licensor and Licensee shall, upon obtaining the policies of insurance required under this Agreement, give notice to its insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Agreement.

SECTION 12.

INDEMNIFICATION

12.1 Licensee Indemnification.

(a) Licensee shall indemnify and hold harmless Licensor and its officers, agents, employees and Licensor Additional Insureds (collectively, the "Licensor Indemnitees") from and against any and all damages, claims, losses, demands, costs, expenses (including attorneys' fees and costs), obligations, liabilities, actions and causes of action which any one or more of them may suffer or incur arising directly or indirectly from (i) any breach of any warranties or agreements, or any misrepresentation, by Licensee in this Agreement, or (ii) Licensee's or its agent's or employees' negligent or willful conduct or failure to act, occurring in or about the Arena, the Common Areas or the Licensee Areas.

(b) Licensee further agrees that in the case of any such claim, demand, action or proceeding against any one or more of the Licensor Indemnitees, Licensee shall defend the Licensor Indemnitees at Licensee's expense by counsel reasonably satisfactory to the Licensor Indemnitees. In the event Licensee does not provide a defense against any and all such claims, demands, liabilities, actions or causes of action, then Licensee shall, in addition to the above, pay Licensor the attorneys' fees, legal expenses and costs incurred by the Licensor Indemnitees in providing such defense and Licensee agrees to cooperate with Licensor in such defense, including, but not limited to, the providing of affidavits and testimony upon request of the Licensor Indemnitees.

SECTION 13.

LICENSEE'S DEFAULT; LICENSOR'S RIGHTS AND REMEDIES

13.1 Licensee's Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by Licensee:

(a) If Licensee fails to make any payment required to be made by it to Licensor under this Agreement and such failure continues for 15 calendar days after written notice from Licensor that such payment is due and payable;

(b) If Licensee fails to promptly and fully perform any other covenant, condition or agreement contained in this Agreement and such failure continues for 30 calendar days after written notice thereof from Licensor to Licensee (unless such failure is of a nature which cannot reasonably be cured within such 30 day period, so long as Licensee has promptly, and in any event within such 30 day period, commenced to cure such failure and thereafter diligently prosecutes such cure to completion); or

(c) If Licensee makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors, files a voluntary petition for relief or if a petition against Licensee in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn or dismissed within 45 calendar days thereafter, or if under the provisions of any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody or control of Licensee or any substantial part of its property and such jurisdiction, custody or control remains in full force unrelinquished, unstayed or unterminated for a period of 45 calendar days.

13.2 Licensor's Rights and Remedies. In the event of Licensee's default hereunder, then in addition to any other rights or remedies Licensor may have under any law, subject to the notice and cure provisions of Section 13.1, Licensor shall have the right, at Licensor's option to do the following:

(a) Upon 20 calendar days notice (which notice period is in addition to and cumulative with any notice and cure periods set forth in Section 13.1), terminate this Agreement and Licensee's right to possess or use all part of the Arena occupied and used by the Licensee and reenter the same and take possession thereof, and Licensee shall have no further claim to occupy or use the Arena under this Agreement;

(b) Continue this Agreement in effect, reenter and occupy any or all parts of the Arena for the account of the Licensee, and collect any unpaid payments or other charges which have or thereafter become due and payable; or

(c) Reenter any and all parts of the Arena under the provision of Section 13.2(b) and thereafter elect, upon 20 calendar days notice (which notice period is in addition to and cumulative with any notice and cure periods set forth in Section 13.1), to terminate this Agreement and Licensee's right to possession of any and all parts of the Arena occupied by Licensee hereunder.

(d) The termination or expiration of this Agreement shall not relieve Licensee of its obligation to pay or remit to Licensor any amounts due to Licensor through the date of termination or expiration.

SECTION 14.

LICENSOR'S DEFAULT; LICENSEE'S RIGHTS AND REMEDIES

14.1 Licensor's Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by Licensor:

(a) If Licensor fails to make any payment required to be made by it to Licensee under this Agreement and such failure continues for 15 calendar days after written notice from Licensee that such payment is due and payable;

(b) If Licensor fails to promptly and fully perform any other covenant, condition or agreement contained in this Agreement and such failure continues for 30 calendar days after written notice thereof from Licensee to Licensor (unless such failure is of a nature which cannot reasonably be cured within such 30 day period, so long as Licensor has promptly, and in any event within such 30 day period, commenced to cure such failure and thereafter diligently prosecutes such cure to completion); or

(c) If Licensor makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors, files a voluntary petition for relief or if a petition against Licensor in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn or dismissed within 45 calendar days thereafter, or if under the provisions of any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody or control of Licensor or any substantial part of its property and such jurisdiction, custody or control remains in full force unrelinquished, unstayed or unterminated for a period of 45 calendar days.

14.2 Licensee's Rights and Remedies.

(a) In the event of Licensors's default hereunder, then in addition to any other rights or remedies Licensee may have under any law, subject to the notice, cure provisions of Section 14.1, Licensee shall have the right to terminate this Agreement upon 20 calendar days notice to Licensor (which notice period is in addition to and cumulative with any notice and cure periods set forth in Section 14.1).

(b) In addition to the termination right set forth in Section 14.2(a), Licensee shall have the right to terminate this Agreement as of June 30, 2011, without any further obligation to Licensor, by notice given to Licensor at any time prior to June 30, 2011,.

(c) In addition to and not in limitation of any of Licensee's other rights and remedies, if Licensor, its agents or other parties with whom Licensor has contracted are not performing any services required to be performed by Licensor hereunder and the failure to perform such services is materially interfering with the proper presentation of League Games, then without waiving any default by Licensor, Licensee may, but shall not be obligated to, take any actions reasonably necessary to restore the performance of such services to a level consistent with the proper presentation of League Games; provided, however, than if an agent of Licensor or other party which whom Licensor has contracted is failing to perform such services and Licensor is diligently pursuing legal remedies against such agent or other party, Licensee shall not be entitled to take any actions otherwise permitted by this sentence.

(d) The termination or expiration of this Agreement shall not relieve Licensor of its obligation to pay or remit to Licensee any amounts due to Licensee through the date of termination or expiration.

SECTION 15.

OTHER REMEDIES AND RELATED ISSUES

15.1 Offset. In addition to and not in limitation of any other rights and remedies, any party hereto may offset amounts held for any other party hereunder in satisfaction of any obligation or liability of such other party to the offsetting party under this Agreement or otherwise.

15.2 Waivers. The waiver by either party hereto of any breach of any term, covenant or condition of this Agreement shall not be deemed a waiver of any other term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. Acceptance of payments by either party hereto subsequent to any breach hereof shall not be deemed a waiver of any preceding breach other than the failure to pay the particular payments so accepted, regardless of such party's knowledge of any breach at the time of such acceptance of payments. Neither party shall be deemed to have waived any term, covenant or condition unless such party gives the other party written notice of such waiver.

15.3 Additional Remedies. Reference in this Agreement to any particular remedy shall not preclude either party from any other remedy at law or in equity. The failure of any party to seek redress for violation of, or to insist upon strict performance of, any covenant or condition of this Agreement shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of any original violation.

SECTION 16.

DESTRUCTION OR DAMAGE

16.1 Destruction or Damage Reparable Within Six Months. If the Arena is damaged by fire, earthquake, act of God, the elements or other casualty, Licensor shall, subject to the provisions of this Section 16, repair the damage, if such repairs can, in Licensor's reasonable opinion, be completed within six months after the damage; provided, however, that if Licensor's insurance coverages at the time of the damage were in compliance with the requirements of Section 11, Licensor shall only be obligated to make such repairs to the extent that the insurance proceeds received in connection with such damage are sufficient to pay for the repair; provided further, however, that if Licensor's insurance proceeds are insufficient to pay for, and Licensor does not otherwise pay for, restoration of the Arena to a level necessary for the presentation of League Games, Licensee shall have the option to terminate this Agreement. If Licensor reasonably determines that repairs can be completed within six months after the damage, this Agreement shall remain in full force and effect, except that (a) Licensee's performance obligations hereunder shall be abated for any period that Licensee is prevented from using the Arena for League Games.

16.2 Destruction or Damage Not Reparable Within Six Months. If, in Licensor's reasonable opinion, such repairs to the Arena cannot be completed within six months after the damage, Licensee shall have the option to (a) terminate this Agreement or (b) if Licensor agrees to repair such damage, to continue this Agreement in full force and effect, provided, however, that during such period (i) Licensee's performance hereunder shall be abated as provided in Section 16.1.

16.3 Repairs. If the Arena is to be repaired under this Section 16, Licensor shall repair at its cost any such injury or damage to the Arena.

16.4 Express Agreement. This Agreement shall be considered an express agreement governing any case of damage to or destruction of the Arena by fire or other casualty, and any present or future law which purports to govern the rights of Licensor and Licensee in such circumstances in the absence of express agreement, shall have no application.

SECTION 17

COVENANT AGAINST LIENS

17.1 Lien Discharge. If, as a result of Licensee's activities at the Arena, any mechanics' lien or other lien, charge or order for payment of money, shall be filed against Licensor, or any portion of the premises, Licensee shall at its own cost and expense cause the same to be discharged of record or secure such payment by posting a bond with Licensor in reasonable form and amount satisfactory to Licensor within thirty (30) days after written notice to Licensee of the filing of such lien, charge or order.

17.2 In default of Licensee so doing, Licensor may after five (5) days notice to Licensee and without thereby waiving such default of Licensee, procure the discharge or satisfaction of any or all said liens, charges or orders for payment by bonding or payment or otherwise and Licensee shall defend, indemnify, and save harmless Licensor against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable counsel fees, resulting therefrom.

17.3 In the event Licensee shall not cause such lien, charge or order to be discharged of record or bonded within said thirty (30) day period, Licensor may thereafter cause the same to be discharged and the cost and expense thereof, including reasonable counsel fees, shall be immediately paid to Licensor by Licensee as additional rent.

17.4 Except as specifically provided in other articles of this Lease, Licensor shall not be liable for any work, labor or services rendered for materials or equipment furnished to, or for the account of, Licensee upon or in connection with the Arena and no mechanics or other lien for work, labor or services rendered for or material furnished to or for the account of Licensee shall attach to or affect the interests of Licensor, Licensee or any of its subcontractors in and to the Arena or in and to any alterations, repairs, replacements, or improvements in or about the Arena.

SECTION 18.

REPRESENTATIONS AND WARRANTIES

18.1 Representations and Warranties by Licensor. Licensor represents and warrants to Licensee that:

(a) Licensor is a body politic and corporation of the State of Maine, is duly organized and validly existing under the law of its jurisdiction of formation and has the full power and authority to enter into and perform this Agreement in accordance with its terms.

(b) The execution, delivery and performance of this Agreement by Licensor have been duly authorized by all necessary action of Licensor and this Agreement constitutes the valid and binding obligation of Licensor enforceable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(c) The execution, delivery and performance of this Agreement by Licensor will not (i) conflict with its governing documents and will not conflict with or result in the breach or termination of, or constitute a default under, any lease, agreement, commitment or other instrument, or any order, judgment or decree, to which Licensor is a party or by which Licensor or the Arena is bound, or (ii) constitute a violation of any law or regulation applicable to Licensor or the Arena. No consent, approval or authorization of, or designation, declaration or filing with, any governmental authority is required on the part of Licensor in connection with the execution, delivery and performance of this Agreement, which consent or approval has been obtained prior to the execution of this Agreement.

(d) There is no claim, litigation, proceeding or governmental investigation pending or, to the best of Licensor's knowledge, threatened, or any order, injunction or decree outstanding, that could have a material adverse effect on the Arena, Licensor or Licensor's ability to perform this Agreement.

(e) Licensor is the sole owner of the Arena, free and clear of any liens, claims, charges or encumbrances.

18.2 Representations and Warranties by Licensee. Licensee represents and warrants to Licensor that:

(a) Licensee is a limited liability company duly organized and validly existing under the law of its jurisdiction of formation and has the full power and authority to enter into and perform this Agreement in accordance with its terms. Licensee is qualified, or promptly following the execution of this Agreement will be qualified, to do business in Maine.

(b) The execution, delivery and performance of this Agreement by Licensee have been duly authorized by all necessary action of Licensee and this Agreement constitutes the valid and binding obligation of Licensee enforceable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(c) The execution, delivery and performance of this Agreement by Licensee will not (i) conflict with its governing documents and will not conflict with or result in the breach or termination of, or constitute a default under, any lease, agreement, commitment or other instrument, or any order, judgment or decree, to which Licensee is a party or by which Licensee is bound, or (ii) constitute a violation by Licensee of any law or regulation applicable to Licensee. No consent, approval or authorization of, or designation, declaration or filing with, any governmental authority is required on the part of Licensee in connection with the execution, delivery and performance of this Agreement.

(d) There is no claim, litigation, proceeding or governmental investigation pending or, to the best of Licensee's knowledge, threatened, or any order, injunction or decree outstanding, that could have a material adverse effect on Licensee or its ability to perform this Agreement.

SECTION 19.

MISCELLANEOUS

19.1 Force Majeure. Subject to the provisions of Section 16, should any fire or other casualty, act of God, earthquake, flood, epidemic, landslide, enemy act, war, riot, civil commotion, general unavailability of certain materials, strike, slowdown, boycott or labor dispute or other similar event beyond the reasonable control of either party (any of the foregoing hereinafter referred to as "Force Majeure") prevent performance of this Agreement in accordance with it provisions, performance of this Agreement by either party shall be suspended or excused to the extent commensurate with such interfering occurrence. Force Majeure shall not excuse the payment of any sum of money owed hereunder.

19.2 Amendment. No alteration, amendment or modification hereof shall be valid, unless executed by an instrument in writing by the parties hereto with the same formality as this Agreement.

19.3 Consents. No consent or approval by Licensor or Licensee, permitted or required under the terms of this Agreement shall be of any validity whatsoever unless the same shall be in writing, signed by the party by or on whose behalf such consent is executed.

19.4 Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and there are no promises, agreements, conditions, undertakings or warranties or representations, oral or written, express or implied, between them other than as herein set forth or as specifically referred to herein. This Agreement is intended to be an integration of all prior or contemporaneous promises or agreements, conditions or undertakings between the parties hereto.

19.5 Notices. All notices, demands, consents, approvals, statements, requests and invoices to be given under this Agreement shall be in writing, and shall be deemed effective upon receipt if hand delivered, or sent by telecopy or overnight courier service; and if sent by the United States mail, postage prepaid, certified mail, return receipt requested, upon delivery or the date of refusal, addressed as follows:

For Licensee:
Jon Jennings
Manager, Maine Basketball, LLC
877 Main Street
Oxford, ME 04270

with a copy to:
William Troubh
Troubh Heisler
511 Congress Street
P.O. Box 9711
Portland, ME 04104-5011

For Licensor:
City Manager
City of Portland
389 Congress St.
Portland, ME 04101

with a copy to:
Director of Public Assembly Facilities

Either party may from time to time by written notice given to the other pursuant to the terms of this Section 18.5 change the address to which notices shall be sent.

19.6 Successor Bound. The covenants, terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of Licensor and Licensee and their respective successors and, to the extent permitted herein, assigns.

19.7 Captions and Headings. The captions and headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of this Agreement or the scope or intent thereof, nor in any way affect this Agreement.

19.8 Pronouns. Wherever appropriate herein, the singular includes the plural and the plural includes the singular; and the masculine, feminine and neuter adjectives and pronouns include one another.

19.9 Execution of Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

19.10 Confidentiality. The parties agree that all information furnished to a party by the other pursuant to the provisions hereof shall, to the extent permitted by law, be held in strict confidence.

19.11 Assignment. Neither party may assign this Agreement or its rights hereunder without the prior written consent of the other party.

19.12 Severability. If any Article, Section, Subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Article, Section, Subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining article, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19.13 Cross References. Any reference in this Agreement to a Section, Subsection, Article or Exhibit is a reference to a Section, Subsection, Article or Exhibit, as appropriate, of this Agreement, unless otherwise expressly indicated.

19.14 Further Assurances. Licensor and Licensee shall execute, acknowledge and deliver, without additional consideration, such further assurances, instruments and documents, and shall take such further actions, as Licensor or Licensee shall reasonably request of the other in order to fulfill the intent of this Agreement and the transactions contemplated hereby. Both parties further covenant to deal fairly and cooperate with each other and to act in good faith to accomplish the purposes of this Agreement and to carry it into effect.

19.15 No Third Party Beneficiary. The provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any third person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person unless otherwise expressly provided for in Section 18.16 below, or elsewhere herein.

19.16 Rights of League.

(a) If Licensor gives notice to Licensee alleging Licensee is in breach or default of any provision of this License Agreement, a copy of such notice shall be given simultaneously by overnight delivery to:

NBA Development League, LLC
477 Madison Ave., 3rd Floor
New York, NY 10022
Attention: President

NBADL shall have the right to change such address by notice given to Licensor at its address listed herein.

(b) If at any time Licensee's right of occupancy and use of the Arena hereunder is terminated for any reason whatsoever including, for example, by agreement of the parties, as a result of breach by Licensee or as a result of cessation of operations by, or bankruptcy of, Licensee, NBADL shall have the right, at its election, to succeed to the rights of the Licensee hereunder for the balance of the then current season or for all or a portion of the remainder of the term of the License Agreement, as NBADL shall elect. NBADL shall have the ability to designate another party that operates an NBADL team to succeed to such rights. Any party succeeding to the rights of Licensee hereunder shall be bound by and be entitled to the benefits of all of the terms and provisions of this License Agreement for the period during which such party exercises such rights.

(c) This Section shall prevail over any language in this License Agreement that is contrary to the provisions of this Section. In the event of any non-compliance by Licensor with the provisions of this Section, NBADL shall have the right as third party beneficiary to enforce this Section.

19.17 Expenses. Each party shall bear its own expenses (including the fees and disbursements of its attorneys and accountants) incurred in connection with the negotiation and preparation of this Agreement.

19.18 Relationship. The parties are not a partner, joint venturer or principal and agent with or of each other, and nothing in this Agreement shall be construed so as to create any of those relationships or to impose any liability as such on either of them, or to grant any party the right to bind the other without the other's prior written consent, except as expressly set forth in this Agreement.

19.19 Jurisdiction.

(a) If Licensor wishes to bring an action against Licensee with respect to any dispute or controversy arising under or in connection with this Agreement, Licensor may do so only in the courts of the State of Maine or the United States District Court located in any county in that state (together, the "Licensor Designated Courts"), which courts shall have exclusive jurisdiction over the parties with respect to that dispute or controversy.

(b) If Licensee wishes to bring an action against Licensor with respect to any dispute or controversy arising under or in connection with this Agreement, Licensee may do so only in the courts of the State of Maine or the United States District Courts located in any county in that state (together, the "Licensee Designated Courts"), which courts shall have exclusive jurisdiction over the parties with respect to that dispute or controversy.

(c) By execution and delivery of this Agreement, each of the parties submits to the exclusive jurisdiction of the Licensor Designated Courts with respect to any action initiated by Licensor or the Licensee Designated Courts with respect to any action initiated by Licensee, including, but not limited to, the in personam jurisdiction of those courts, waives any objection to such jurisdiction on the grounds of venue or forum non conveniens or the absence of in personam jurisdiction and any similar grounds, consents to service of process by mail (in accordance with Section 18.5 or any other manner permitted by law), and irrevocably agrees to be bound by any judgment rendered by any of those courts (subject to its right to appeal to appellate courts having jurisdiction over cases brought in those courts). So far as is permitted under applicable law, this consent to personal jurisdiction shall be self-operative and no further instrument or action, other than service of process in the manner specified in this Section 18.18 or as otherwise permitted by law, shall be necessary in order to confer personal jurisdiction over the parties in any of the Licensor Designated Courts or Licensee Designated Courts. Licensor waives any sovereign immunity for this purpose.

19.20 Interpretation Matters. If any matter arises as to the interpretation of this Agreement, that matter may be resolved by consultation between any of the Licensor representatives listed on Schedule 18.20A and any of the Licensee representatives listed on Schedule 18.20B. Each party may change its representatives by notice given to the other party.

19.21 Schedules. Licensor shall deliver to Licensee any schedules that are not attached to this Agreement no later than ________________. If any of those schedules are not acceptable to Licensee, Licensee may terminate this Agreement without any further obligation by notice given to Licensor on or before __________________.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

LICENSOR:

City of Portland

By:______________________________
Name: Joseph E. Gray, Jr.
Title: City Manager

LICENSEE:

Maine Basketball, LLC

By:______________________________
Name: Jon P. Jennings
Title: Manager, Maine Basketball, LLC

NBA DEVELOPMENT LEAGUE
ARENA FACILITY STANDARDS

BASKETBALL EQUIPMENT

Arena Floor Requirements:

- Playing court must be constructed of grade 2 or better quality wood (94' x 50' playing surface). Preferred vendors are Horner and Robbins.
- Size of entire floor and all colors, designs and court markings appearing on any playing court must be as designated by the D-League; no other markings will be permitted.
- No physical structure or item (e.g., ceiling, ducts, center-hung scoreboard, banner, etc.) may be located less than thirty-five feet (35') over the floor.
- Actual Arena ceiling height is 32'10".
- Portland High School (PHS) banners are to be moved over to the Hadlock side bleashers and new cabling is to be added for team banners over the Fitzpatrick side bleachers.

Game and Courtside Equipment:

- Three (3) basket stanchions/supports capable of being anchored to the floor.
- Basket supports, including the bottom and side surfaces of backboards, cross pieces and braces, must be fully padded. Preferred vendors are Porter and Hydra Rib.
    - Each team is required to replace any stanchion/support that is deemed unfit or unsafe for competitive play by the D-League.
- Three (3) backboards (and rims) pursuant to current NBA standards (flat and transparent, 6' horizontally x 3 ½' vertically, as of 2004-05 season). Preferred vendor is Porter.
    - All D-League games must be played using pressure-release rims manufactured by Gared Sports or Porter, and must be replaced prior to the start of each season.
    - All nets used during D-League games must be white (unless otherwise provided by the League), of the anti-whip type, and must be 18" in length.
- Each team is required to maintain, in each arena which the team plays home games, a spare stanchion/support with compliant pressure-release rim and anti-whip net (one of the three total stanchions/backboards referenced above). The spares must be stored on dollies and in locations that make them easily accessible during games, so that replacement can be made immediately.
- Game clock and shot clock must be mounted on the backboards, or also can be suspended by cable with the prior written approval of the D-League (must be located in the same position and anchored securely).
    - Minimum size of clocks should be 26" wide by 24" high.
    - The game clock and shot clock must be able to be remounted to the replacement backboard.
    - The shot clock should be underneath the game clock, and both should be mounted on the top of backboard (or suspended by cable).
    - The minimum size of the numbers should be 12" for the shot clock and 6" for the game clock.

- The color of the numbers on the shot clock should be red and the numbers on the game clock should be clear.
- All other clocks in the arena must be synchronized with the shot and game clocks.
- The control for the game clock must start and stop the shot clock.
- Each team must have a back-up set of clocks in its arena for every home game. In addition, each team is required to have at the scorer's table a back-up manual clock and stop watch that can be used if the main clock malfunctions.

- One red electric light must be anchored behind the backboard, obvious to the game officials, and synchronized to light up upon the horn sounding at the expiration of time for each period.

TEAM LOCKER ROOMS

General:
- 2 Team Locker Rooms
- 1,250 s.f.
- 9' ceiling height
- 8' door height
- 15 lockers
- 15 padded chairs
- Home team locker room to be on event floor level and exclusive
- Existing locker room doors, which do not meet the 8' height requirement, are to be used and ceiling height will be increased to 9' in applicable locker rooms.
- Team will use a dual locker room, which includes 2 locker rooms and 1 shower/rest room, as its home clubhouse. Coaches and other staff will use one of the 2 locker rooms.
- Locker room is on lower level.

Locker Size:
- 3' wide
- 2' deep
- 8' height
- Lockable cabinet within locker
- Locker finishes to be metal/plastic or laminate/wood
- Fifteen (15) existing 33" lockers will be used in Team locker room.

Area Finish:
- Carpet or resilient floor
- Epoxy painted walls
- Painted cement ceiling

Equipment:
- TV with video capabilities
- Television cable feeds and closed circuit television
- Game clock or monitor showing game clock
- Team will provide all applicable equipment.
- Licensor will install said equipment proved by Team.

Shower Room:
- 125 - 150 s.f.

- (8) 8' shower heads
- Fluid applied non-slip seamless floor / ceramic tile
- Epoxy painted walls / ceramic tile
- Painted cement ceiling

Toilet Room:
- 2 enclosed stalls
- Urinals – 3 fixtures
- Room finishes – Same as shower room
- Number of urinals may be fewer than 3.

OTHER SPACE STANDARDS

Training Room:
- Training room space – 900 – 1,000 s.f.
- Lockable cabinets for medical supplies (Home team)
- Near home team locker room
- 2 training tables
- Carpet / resilient floor or ceramic tile
- Epoxy painted walls
- Painted cement ceiling

Laundry Room:
- 250 – 300 s.f.
- 2 commercial grade washers
- 2 commercial grade dryers
- In or near team facilities
- Sealed concrete floor
- Exposed overhead structure

Team Equipment Storage:
- 375 – 550 s.f.
- In or near team facilities
- Sealed concrete floor
- Exclusive use for basketball team equipment storage only (e.g., uniforms, shoes, towels, etc)

Basketball Equipment/General Storage:
- 5,000 s.f.
- Located in an area adjacent to the event floor for basketball floor storage, goals and other equipment.

Coaches Offices:
- Office Space 200-250 s.f.
- Near team locker room
- Resilient flooring / carpet
- Said office space will be incorporated into locker room.

Game Official Locker Rooms:
- One male dressing room
- One female dressing room

- Exclusive use for the officials during game
- Toilet facilities
- Shower facilities
- Carpet / resilient floor
- Epoxy painted walls
- Painted cement ceiling
- Minimum of two lockers with lockable cabinet
- Game clock or monitor showing game clock

Game Entertainment Dressing Rooms:
- 2 Dressing Rooms
- Exclusive use for entertainment during the game
- Toilet facilities
- Shower facilities
- Carpet / resilient floor
- Epoxy painted walls
- Painted cement ceiling
- Lockers with lockable cabinets

Media Workroom:
- One workroom approximately 850 - 1000 s.f. to accommodate print and radio reporters
- Room should be equipped with tables, chairs, electrical power, phones, high speed copier that collates and staples, television, at least one working stat monitor and game clock.
- Level two conference room will be used as both the media workroom and media dining/lounge area.
- Team will provide equipment and Licensor will install said equipment.
- Licensee shall have exclusive use of the office in the level two conference room for the duration of the season.

Media Dining/Lounge Area:
- 1,200 s.f.
- Should be separate and distinct from the media workroom.

ARENA LIGHTING

Illumination:
- Illumination in the Arena Bowl should be designed primarily for television broadcasting while minimizing glare for the players and spectators. The light on the court shall be bright and uniform. From the boundary lines of the court (94' by 50') into the seating areas, the illumination should significantly fade. Illumination criteria for the court is as follows:

Horizontal Illumination	200 fc
Main and Reverse Angle Cameras	125 fc
Baseline Camera	75 fc
Max/Min Uniformity Ratio	1.35:1
Uniformity Gradient	1.35:1
Coefficient of Variance	< 0.15
Horizontal to Main Camera	1.7:1

Ration	

(Note: all footcandle ("fc") values are average maintained, using a .80 light loss factor.)

- Team shall purchase and install new fixtures that meet the illumination requirements.

- Field measurements should be taken three feet above the court or seating rake. The meter should be facing up to measure horizontal illumination and face each camera to measure main, reverse, and baseline camera illumination.

- Fixtures should be easily focused and should have an integral device for recording and locking a fixed aiming position. Since many arenas are multi-purpose facilities, it is crucial that lighting be properly focused for all games. This may require refocusing after rock concerts, etc. Normal game lighting should be turned on one hour before game time and must be left on at least one hour after the game.

- Event lighting fixtures should be mounted on catwalks allowing easy access for maintenance and focusing. Fixtures should be spaced along the catwalks to minimize glare and achieve illumination uniformity on the playing surface.

Strobe Lighting:

- The building must be prepared to accommodate at least at least four sets of strobes consisting of 4-8 units per set.
- Power required is one 30AMP - 110VAC circuit and outlet per photographic strobe unit
- Required equipment includes:
  - Speedotron 2401SX Power Pack
  - Speedotron 105 Light Head
  - Shiny reflectors (one per strobe unit - generally the reflectors are 16" but this may vary depending on the arena)
  - Flash tubes (four per strobe unit)
  - Lexan reflector covers
  - 8" C-clamps with 5/8" studs used to clamp the light heads to the catwalk
  - Safety chains
  - Team shall provide all required fixed fixtures.

PRACTICE FACILITY

- To be used for practice when arena is not available
- To be approved by D-League
- Clock with shot clock and countdown capabilities
- Dedicated locker room while using the facility
- Regulation floor
- 2 baskets, supports and backboards
- Located within ten miles of the arena
- Floor markings must meet D-League game standards (e.g. three-point line)
- Capable of being closed off from the media and public.
- Team shall be responsible for providing said facility.

Scheduling – Pre-Existing Contracts

Exposition Building Recurring Events

To accommodate Exposition Building recurring events, including Portland High School Basketball, Public Assembly Facilities assigns a number to each weekend, referencing the number of weekends it is after New Year's Day. In 2008, weekend one was January 05 and 06. While where in a month (or in what month) an event is each year varies, the event is always on the comparable weekend counting from New Years Day.

MAINE ROLLER DERBY (www.mainerollerderby.com)
(an average of eight (8) events per year, split between spring (April 01 – June 30) and fall (September 01 – October 31) seasons)

MAINE SKI AND SNOWBOARD EXPO (www.joejonessports.com)
(weekend 42)

SOUTHERN MAINE HOME SHOW (www.homeshownet.com)
(weekend 43)

REGIONAL MATH MEETS
(average of four (4) meets per year)

MAINE BREWERS FESTIVAL (www.mainebrew.com)
(weekend 44)

CROSS CULTURAL HEALTH AND WELLNESS FAIR (www.naacpportland.org)
(weekend 45)

DOWNEAST SKI SALE (www.downeastskiclub.com)
(weekend 47)

PORTLAND HIGH SCHOOL BASKETBALL (practices)
(practices start the Monday prior to Thanksgiving and run thru the annual MPA Tournament)

PORTLAND HIGH SCHOOL BASKETBALL (games)
(games start in mid-December (December 11 in 2007))

MAINE MALL HOLIDAY CLASSIC
(four (4) days, starting on December 26)

SOUTHERN MAINE ACTIVITIES ASSOCIATION INDOOR TRACK
(Saturdays, weekends 1 thru 5) (the SMAA has tentatively asked to extend their season to weekend 6)

UNITED WAY SUMMER CHAMPS CAMP FAIR (www.unitedwaygp.org)

(Sunday, weekend 5)

MAINE PRINCIPALS ASSOCIATION (www.mpa.cc)
CLASS A AND B WESTERN MAINE BASKETBALL QUARTERFINAL GAMES
(weekend 7)

RACIN' PREVIEW
(weekend 8)

SOUTHERN MAINE MIDDLE SCHOOL ATHLETIC CONFERENCE INDOOR TRACK
(Friday and Saturdays, weekends 9 thru 13)

APPLICATORS SALES AND SERVICE CONTRACTOR SHOW (www.applicatorssales.com)
(weekday in March)

PORTLAND SEA DOGS WELCOME BACK (www.youthalternatives.org/seadogs/index.html)
(first Wednesday in April)

PORTLAND HOME SHOW (www.homeshows.com/portland_home_show.htm)
(weekend 14)

ALL THINGS WOOD EXPO (http://forestsformainesfuture.org/Default.aspx?tabid=81)
(weekend 17)

KING MIDDLE SCHOOL CELEBRATION OF LEARNING
(midweek in May)

PORTLAND PUBLIC SCHOOLS EMPLOYEE BENEFIT FAIR
(midweek in May)

CHILDREN'S HEALTH AND SAFETY FAIR (www.smems.org)
(midweek in May)

EXERCISE FOR HEALTH AND LOVE HEALTH FAIR AND SCREENING (www.portlandmaine.gov/hhs/phminority.asp)
(weekend 24)

Ticket Service Provider Agreement(s)

[ATTACH AGREEMENT(S)]

Schedule 7.2

Existing Fixed Advertising Contracts

[ATTACH CONTRACTS]

Schedule 7.3

Excluded Naming Rights Categories

[INSERT AS APPLICABLE]

Licensor Representative

Anita LaChance
Assistant City Manager
City of Portland
389 Congress St
Portland, ME 04101

Licensee Representative

Jon P. Jennings
Manager
Maine Basketball, LLC
877 Main Street
Oxford, ME 04270

City of Portland

CAPITAL IMPROVEMENT PLAN

FY 2016 – FY 2020

February 2015

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Introduction

The Capital Improvements Plan (CIP) is the document that presents the City's capital needs in the current year and plans for capital needs in future years. It is also a financing plan for **public improvement projects** that require significant capital investment for the City. The purpose of developing and annually updating a five-year CIP is to inform policy makers and community of both the current and future capital needs of the community and balanced those needs with the City's debt position, public expectations, and the ability of the City's operating budget to fund capital projects.

The capital plan is not intended to predetermine that a project will be funded, but is intended to be a living and flexible document that considers capital needs in the community and balances those needs with what the City can afford.

Generally, capital improvements projects consist of purchasing, constructing or renovating structures, acquiring land and/or purchasing major equipment or vehicles that have a total cost of at least $10,000 and a useful life of more than five years. Common CIP projects include new vehicles, new or improved sidewalks, roads, neighborhood renewal projects and new City facilities, such as schools and other facilities.

The CIP, which is to be updated annually and submitted to City Council specifies and describes the City's capital project schedules and priorities for the next five years. The CIP attempts to reflect Government Financial Officer Association (GFOA) best practices for multi-year capital planning and asset assessment, maintenance, and replacement.

This Capital Improvement Plan meets the following requirements. Pursuant to the 2011 amendments to the City Charter (Article VI, Section 5, paragraph (i)), one of the City Manager's duties is to "prepare a five (5) year rolling Capital Improvement Plan for annual presentation to the City Council, which Plan includes the following:

1. A one (1) year plan of specific projects and their costs;
2. A two (2) through five (5) year plan of specific projects and general categories, and amounts of proposed spending and funding sources; and
3. A discussion of the basis for the plan and the factors which went into its development or amendments."

CIP Preparation

City Departments reviewed and developed potential CIP projects (including those submitted by the community) and submitted projects for consideration in the CIP. Each capital project request includes a project description, justification, proposed funding levels and sources and, if applicable, estimated ongoing operating costs. For projects already underway, the description also notes the remaining portion of the project's budget.

Each project was then reviewed by City staff and evaluated as to whether it was critical to maintaining a City asset. Projects that were deemed critical were recommended based on the projected availability of funds in future years.

A list of specific projects and their costs and the DRAFT Capital Improvement Plan is then prepared and presented to the City Council Finance Committee for consideration. The Finance Committee then recommends the list of specific projects and their costs to the City Council with a recommendation to fund through borrowing.

Relationship to the Annual Operating Budget

Some projects listed in the CIP are recommended for funding through annual operating funds in the upcoming operating budget while other projects are recommended for funding through borrowing. Projects funded through borrowing impact the operating budget through ongoing debt service expenses. Some CIP projects also directly impact the operating budget in that they will require ongoing expenses for staff and other operating costs.

The projects funded through borrowing in the coming year impact the following year's operating budget dependent on when bonds are issued. From a financial planning standpoint the CIP attempts to balance deferring maintenance and other capital investments with the increased expenditure from borrowing and then debt payments from that borrowing that then needs to be offset by increasing revenue (e.g. property taxes).

In summary, funding for capital projects comes from four general sources:

- Funds received through the sale of bonds including general obligations bonds (repaid through taxes on property) and sometimes revenue supported bonds (repaid through utility charges);
- Money from the City's general fund (annual operating budget); or
- Other loans, grants or other Federal/State aid.

Funding Summary

Given the City's consistently strong financial position, managing the overall debt level and ability to service that debt remain critical factors in maintaining a strong credit rating. At the present time, the City's outstanding authorized and issued debt for city and school funds is approximately $219 Million.

Outstanding Debt Authorized and Issued as of June 30, 2014	
General City	108,760,921
Pension	110,210,000
Sewer	70,005,301
Total	288,976,222

The City's General Fund debt service for the current year and the next five years, **exclusive** of authorized, but not issued debt and reimbursements for School Construction debt service are:

Fiscal Year	**CURRENT Principal and Interest Payments**	
	Exclusive of POB	*Inclusive of POB*
2016 (current)	14,250,995	26,382,363
2017	14,307,028	26,182,790
2018	13,331,127	25,438,936
2019	11,764,084	25,028,503
2020	10,480,622	24,519,066

The five year DRAFT Capital Improvement Plan calls for approximately $61 Million in city and school projects supported by City resources including the operating budget, fund balance, and the issuance of general obligation bonds. The following table summarizes the proposed use of local resources in the first year (2016) and the total over the full five years (2016-2020):

Funding Source	FY 2016	FY 2016 – FY 2020
City Bond Issue	14,257,000	60,984,700
City Operating Budget	580,000	3,855,000
Sewer Bond Issue	3,445,000	19,595,000
Sewer Operating Budget	435,000	1,300,000

The following table summarizes the proposed **bond Issues** over the next five years:

Fund	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total
City	13,165,000	9,569,700	10,620,000	9,565,000	7,185,000	50,104,700
School	950,000	2,950,000	1,250,000	4,580,000	560,000	10,290,000
Public Art	71,000	61,000	57,000	69,000	37,000	295,000
Land Bank	71,000	61,000	57,000	69,000	37,000	295,000
Total General Fund	14,257,000	12,641,700	11,984,000	14,283,000	7,819,000	60,984,700
Sewer Fund	3,445,000	9,820,000	2,255,000	2,130,000	1,945,000	19,595,000

As a result of the funding levels for bonds issues over the next five years, the planned City's General Fund debt service for the next five years, including reimbursements for School debt service and **excluding** pension bonds is estimated to be:

Fiscal Year	PROJECTED Principal and Interest Payments	Net Increase/ (Decrease)	Tax Rate Increase/(Decrease)
2016 (current)	14,307,028		0.01
2017	14,808,292	501,264	0.06
2018	14,615,859	(192,434)	(0.03)
2019	14,613,744	(2,114)	0.00
2020	14,586,852	(26,892)	0.00

Inclusive of pension bonds, the estimates are:

Fiscal Year	PROJECTED Principal and Interest Payments	Net Increase/ (Decrease)	Tax Rate Increase/(Decrease)
2016 (current)	26,382,363		0.10
2017	27,659,955	1,277,592	0.16
2018	28,290,711	603,756	0.08
2019	29,161,625	870,915	0.11
2020	14,586,852	897,624	0.10

CIP Discussion

In Fiscal Year 2015 the City authorized approximately $12.5 Million in General Fund borrowing. The decision to authorize $12.5 Million in borrowing is estimated to result in an increase of approximately $50,000 for capital debt payments in the upcoming FY2016 operating budget. Including pension bond payment increases, the net increase from FY 2015 borrowing will be approximately $800,000. The tax rate increase from capital borrowing will be approximately $0.01 or $0.10 including the pension bond payment.

The FY 2015 five-year planning document estimated $130 Million in borrowing during the five year planning horizon. This would potentially result in annual increases of upwards of $1.7 Million from capital alone to the operating budget year-after-year from 2016 to 2020. Increases of that size or borrowing in that amount are unrealistic; setting up false expectations for funding projects when there are not the funds to support the debt payments.

In this year's CIP, approximately half of the 2016 capital budget ($14.2 Million) proposed for authorization by the City Council is funding for the necessary replacement of the Public Safety Communication System ($7 Million estimate) which at this point is obsolete. The remaining capital projects are critical to maintaining the City's assets; however, in an effort to minimize the immediate impact to the FY 2017 operating budget from borrowing resulting from the FY 2016 CIP and to minimize long-term tax rate increases, there were numerous capital maintenance projects that were deferred for later years including over a $1 Million in vehicle replacements such as snow plows, police cruisers and parking enforcement vehicles. Additionally, needed street repairs and sidewalk repairs were deferred to later years. Street reconstructions were also deferred as well as important projects such as renovating library facilities and making investment to the waterfront.

Even with deferred maintenance as is proposed in the 2016 DRAFT Capital Improvement Plan, the net increase to the FY2017 operating budget will be approximately $500,000 from capital or $1,300,000 from all debt (i.e. Pension Bond). The resulting tax rate increase in FY 2017 from committed to FY 2015 and projected FY 2016 debt payments is estimated to be an increase of approximately $0.26 per $1,000 of value on the tax rate from all forms of debt.

This year's DRAFT Five-year Capital Improvement Plan presents a capital maintenance funding program that balance maintaining roads, sidewalks, facilities (School and City), parks and open space, as well as the City's vehicle fleet with minimizing the impact from capital expenditure on the operating budget and minimizing potential tax rate increases. **The presented five-year Plan, in years two through five, shows the maximum funding-levels available so as not to increase operating budget expenditure.**

However, it is understood that there are upcoming capital projects of great importance to the community that carry with them significant costs. It is recommended that the Capital Improvement Plan be used as the tool that it is will help the City plan for and analyze future capital expenditures. Just as this year's Communication System Replacement project ($7 Million estimate) carries with it deferred maintenance City-wide and an increase to the FY 2017 operating budget; the preparation of future year capital budgets will also need to make similar choices to balance capital maintenance, community investment, and increases to operating budget expenditures and therefore the tax rate.

Capital projects that will be considered by the community over the next five to ten year will have a significant impact upon the operating budget. There will be a need to balance funding the projects with impact to the operating budget, the tax rate and service impacts. The following is the known list of projects that are of importance to the community (in no particular order):

- Continuing to move Public Services from Bayside (estimated additional $6 Million[1]);
- Elementary School Renovations and Expansions (non-State funded $51 Million[2]);
- Capisic Pond Dredging and Park Improvements (additional $1.125 Million);
- Congress Square Re-design (estimated $3.4 Million)[3];
- Franklin Street Re-design (estimated $5 Million)[4];
- Bayside Transportation Improvements (estimated $1.5 Million)[5];
- State and High Streets One-way/Two-way (estimated $3 Million)[6];
- Forest Avenue Transportation Improvements ($3.5 Million)[7];

In planning for the financial impact of funding these projects, the planning horizon has been extended to 2027 to coincide with the expiration of the pension bonds. A draft funding schedule and resulting financial impact to the operating budget and tax rate can be found in Section D on page 29 of this document.

[1] Relocated Public Services from Bayside incorporates the consolidation of city facilities. The sale of the Bayside Public Services properties will somewhat offset the purchase new property and facilities.
[2] ESTIMATE ONLY
[3] ESTIMATE ONLY and final estimated cost contingent on other projects.
[4] ESTIMATE ONLY
[5] PROJECT SCOPE UNDEVELOPED, ESTIMATE ONLY
[6] ESTIMATE ONLY
[7] PROJECT SCOPE UNDEVELOPED, ESTIMATE ONLY

Needs Assessment

The needs assessment is a summary of the City's capital assets, an evaluation of the replacement value of those assets, and estimate of the annual reinvestment needed to maintain those assets. It can be used as a tool for evaluating investment in the City's capital assets and suggests an average annual funding target for future capital investment.

Asset Inventory

The City provides a wide range of services to the community requiring a diverse range of capital assets. In summary those assets include approximately:

- 82 buildings containing 2.5 million square feet (sf) of occupied space
- 1,075 acres of parks area
- 6.3 million sf of sidewalk area
- 43.2 million sf of road area
- 2 million linear feet of underground pipe
- 683 vehicles

Public Facilities Capital Assets

General Fund Buildings

- 33 City Building totaling approx. 486,138 sf
- 25 School Building totaling approx. 1,632,364 sf
- 9 Fire Building totaling approx. 69,621 sf
- 3 Barron Center Building totaling approx. 117,032 sf
- 3 Parking Garages with 1,585 parking garage spaces

Enterprise Fund Buildings

- 5 Golf Course Buildings totaling approximately 17,068 sf
- 1 Ice Arena Building totaling approximately 42,415 sf
- 2 Library Building totaling approximately 82,900 sf[1]

Recreation

- 3 Stadium
- 46 Playing Fields
- 23 Tennis Courts
- 9 Basket Ball Courts
- 3 Swimming Pools
- 3 Skating Pond
- 1 Skate Park
- 25 Playgrounds

Open Space and Cemeteries

- 1,075 acres of park area[2]
- Fort Gorges
- 9,331 linear feet of sea wall
- 38,400 linear feet of walking path
- Unknown number of tombs

[1] The Library is not an enterprise fund, but is subject to the City's debt limit policy. There are additional library locations; however, these locations are located in other buildings.

[2] This value does not include the islands.

Vehicles and Equipment Capital Assets

General Fund Vehicles
- 55 Fire Vehicles
- 81 Police Vehicles
- 332 Public Service Vehicles
- 50 Recreation and Facilities Vehicles
- 10 Parking Management Vehicles
- 30 School Vehicles
- 3 Health and Human Services Vehicles
- 8 Barron Center Vehicles
- 8 Miscellaneous City Hall Department Vehicles

Enterprise Fund Vehicles
- 104 Golf Course Vehicles
- 1 Ice Arena Vehicle
- 1 Library Vehicle

General Fund Equipment
- 2,560 square feet of Health and Human Services kitchen space
- 685,957 linear feet of Public Safety data cable
- 3 Public Safety transmission towers
- 7 Public safety communication equipment systems
- 22 Information Technology storage and network devices
- Information Technology network wiring
- 28,000 square feet of School kitchen space
- 125 signalized pedestrian intersections
- 97 streetlight poles
- 9,000 square feet of pier area
- 2 pedestrian piers
- Field Irrigation systems
- Field Lighting systems

Enterprise Fund Equipment
- Golf Course irrigation system
- Ice Arena refrigeration system
- Ice Arena skate sharpener
- Library network and storage devices

Roadways and Sewer System Capital Assets

Roadways
- 6,341,751 square feet of sidewalk area
- 1,006,300 linear feet of curbing
- 14,516,986 square feet of arterial and collector area
- 21,753,143 square feet of local street area

Sewer and Stormwater Enterprise Fund
- 2,034,220 linear feet of underground pipe
- 7,966 sewer manholes
- 6223 catch basins
- 859 sewer and stormwater outfalls
- 10 sewer pump stations

Full Replacement Cost

Keeping all of the City's capital assets in functional and working order requires regular reinvestment. Assuming that the City's entire General Fund asset portfolio required replacement tomorrow, the current replacement value (excluding land value) of those capital assets is estimated to be $830 Million. Approximately 48% of that value is in infrastructure such as roads and sidewalks, 44% in public facilities and the remaining value in vehicles and equipment.

Assuming that the City's entire General Fund asset portfolio required replacement tomorrow, the current replacement value (excluding land value) of those capital assets is estimated to be $393 Million.

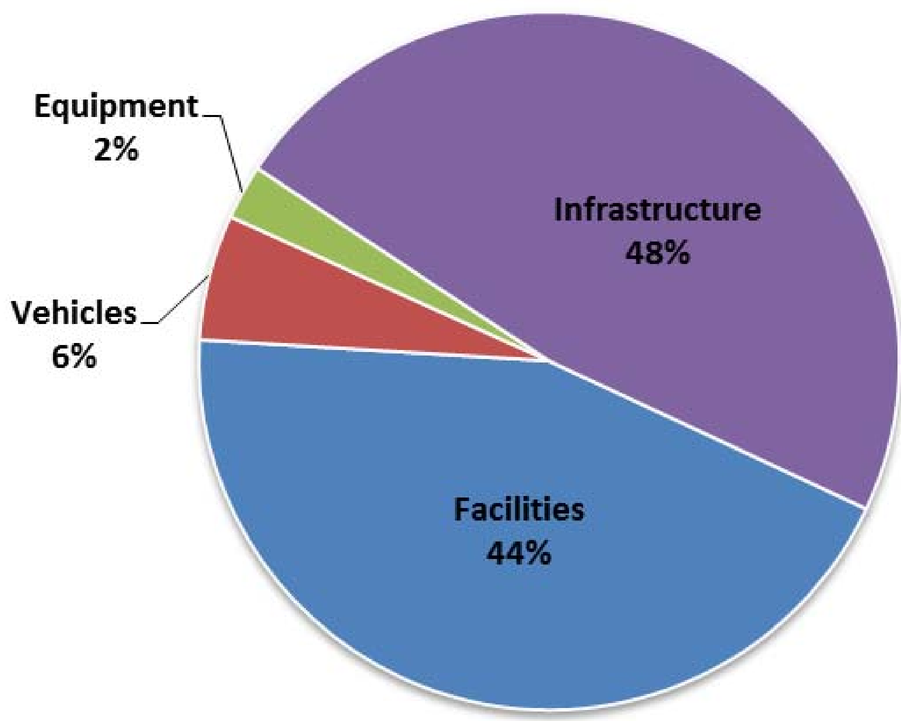


Figure: *Full Replacement Cost: General Fund Assets (Approximately $830,000,000)*

Annualized Reinvestment Cost

Assuming regular reinvestment in the City's General Fund capital assets would take place annually through such activities as reconstruction of facilities, repaving of roadways, and replacement of equipment the annualized reinvestment requirement would be approximately $19 Million.

Given that the estimated lifespan of capital assets varies considerably from asset to asset reinvestment requirements would vary per asset category. Facilities and infrastructure has a much longer estimated lifespan than vehicles; however, given shorter lifespans of some assets and the high cost of replacing those assets, those assets would require a larger proportion of annualized investment requirements.

For example, while vehicles only represented 6% of total replacement value of City assets, maintaining vehicle assets would require 25% of the City's annualized reinvestment.

Assuming regular reinvestment in the City's Sewer Fund capital assets would take place annually through such activities as reconstruction of sewer pipe, catch basins, sewer pump stations, and other sewer and stormwater assets the annualized reinvestment requirement would be approximately $5.3 Million.

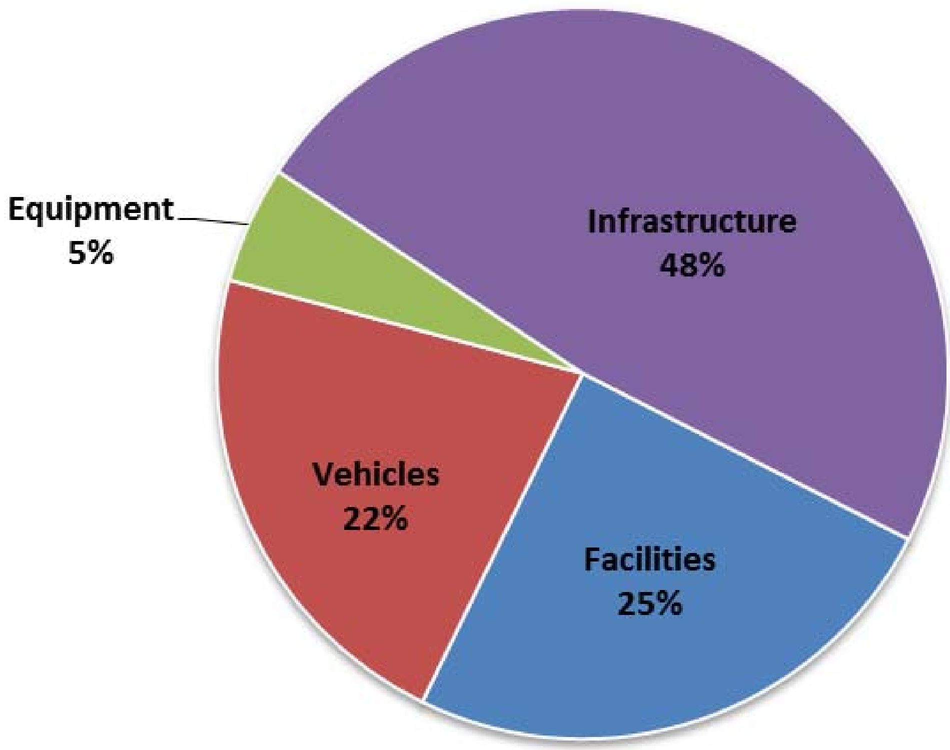
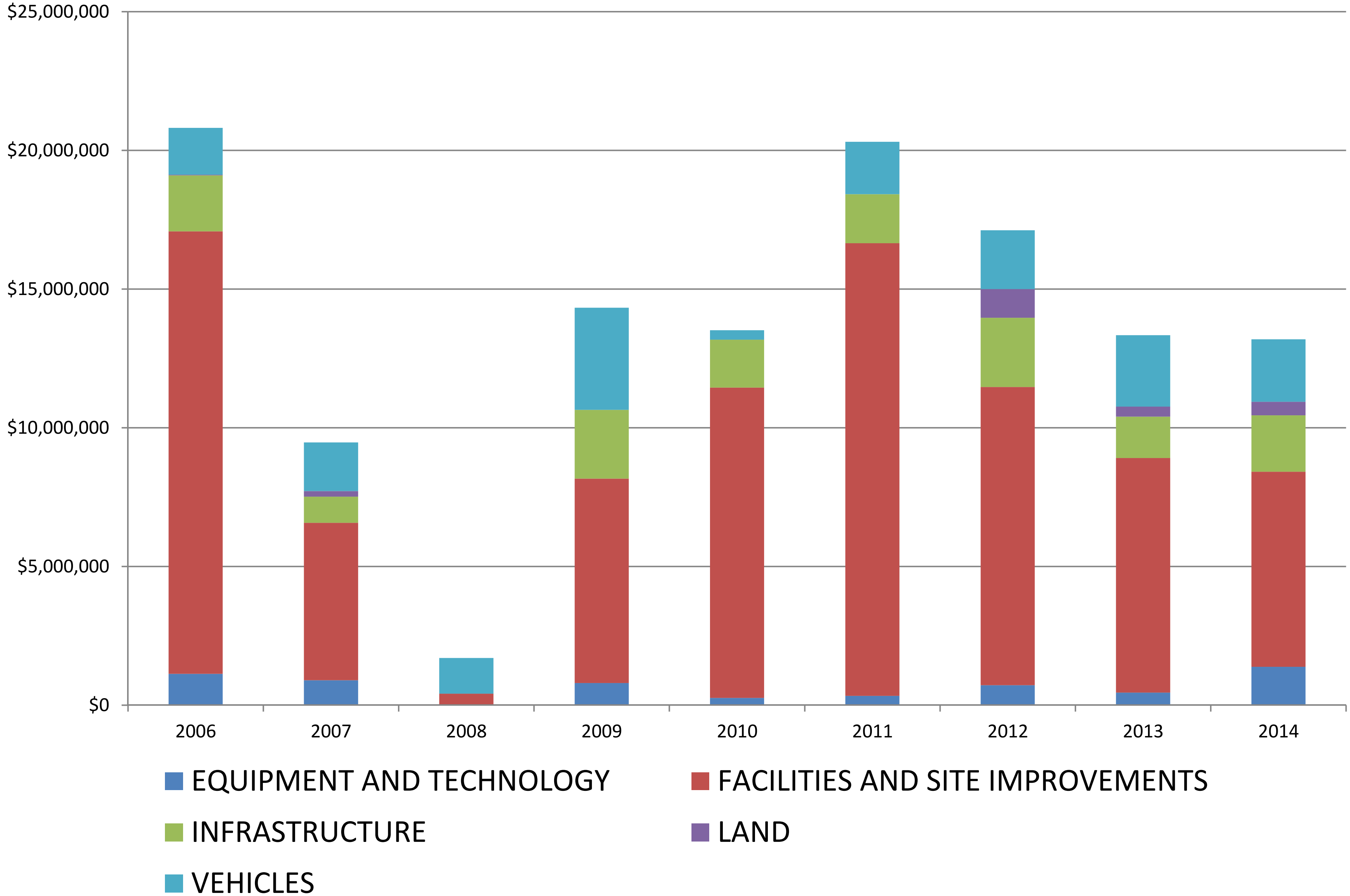


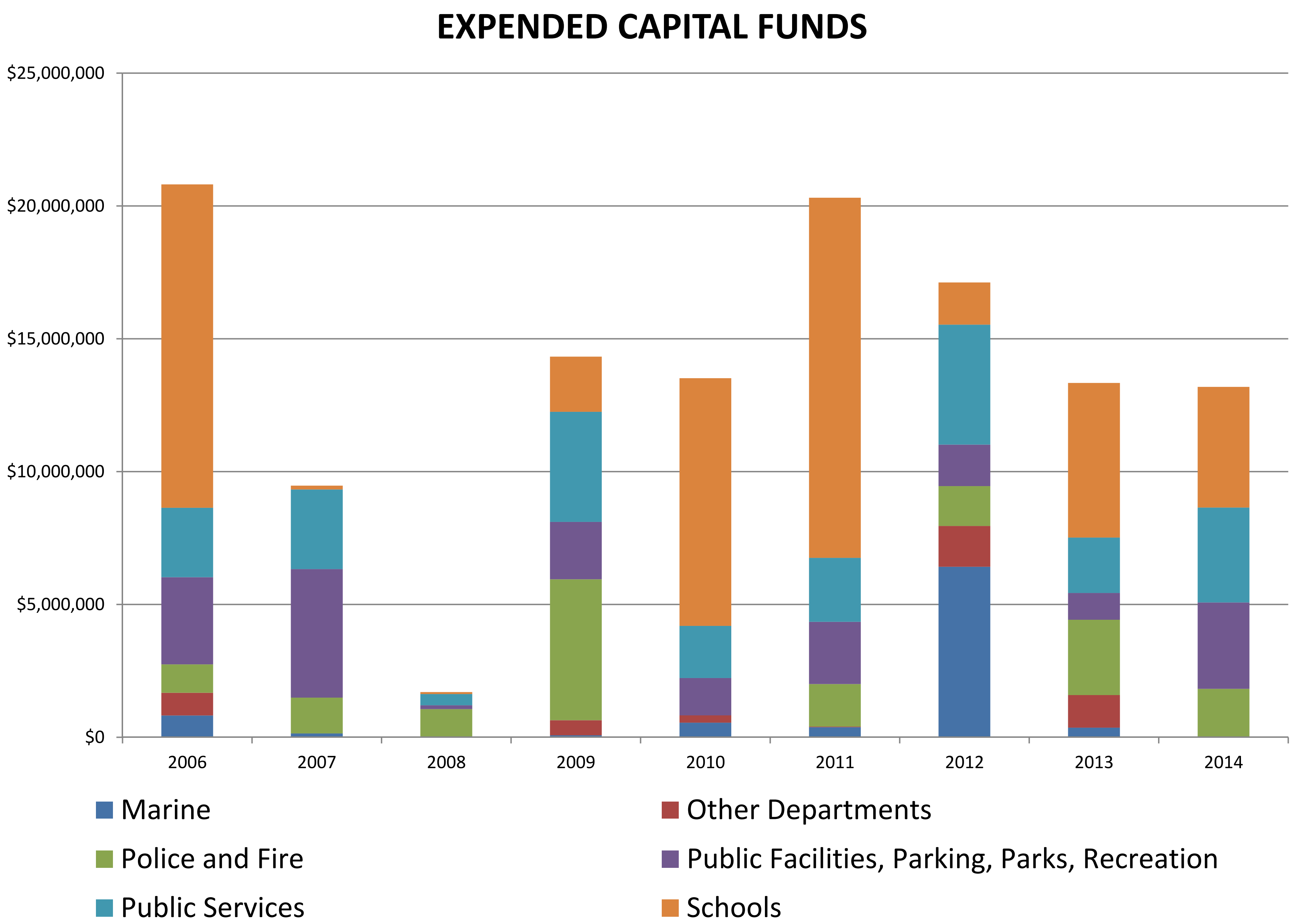
Figure: *Annualized Reinvestment Cost: General Fund Assets (Approximately $19,000,000/year)*

Historic Capital Expenditures

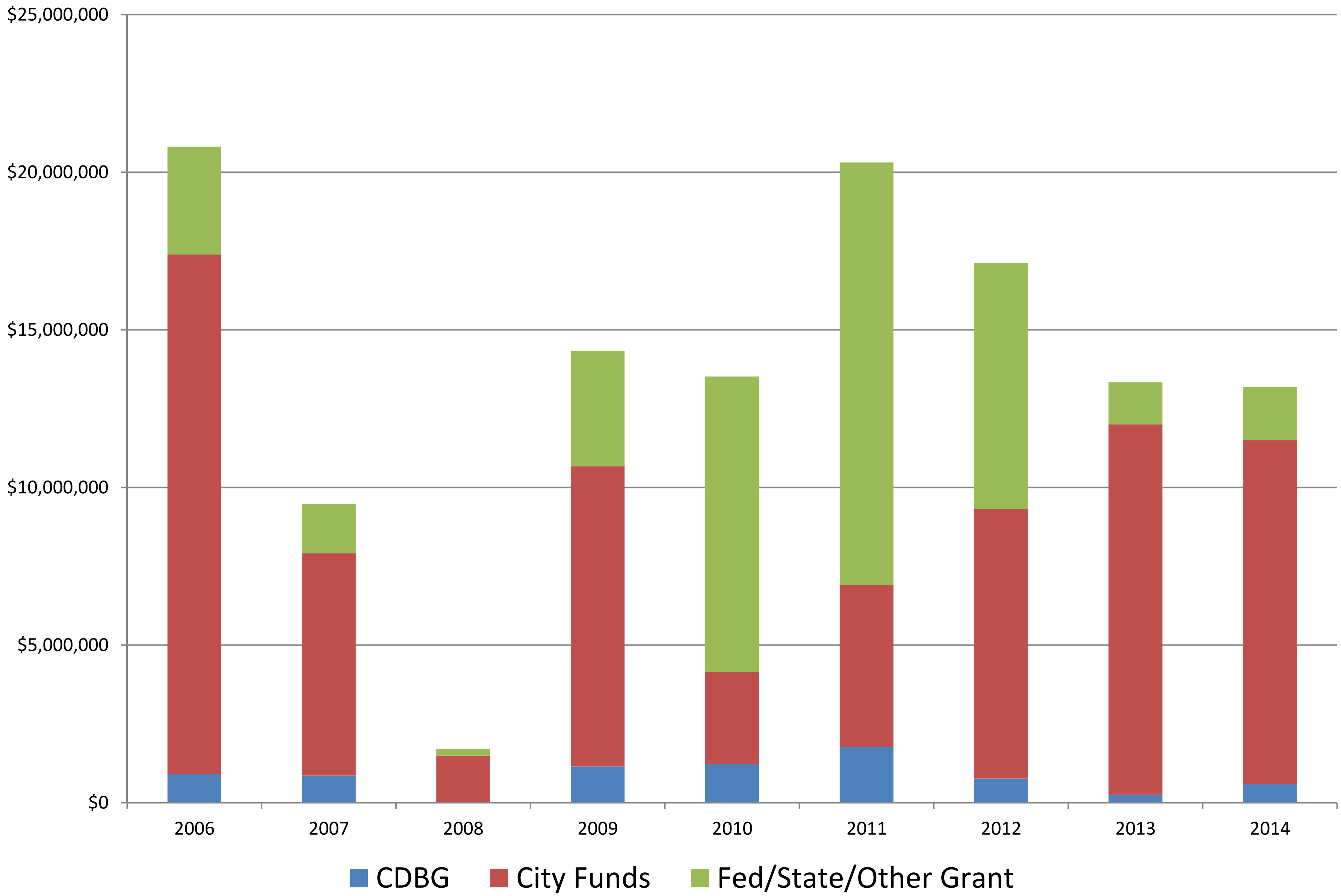
Historic capital expenditures have ranged from approximately $12 Million to $30 Million between FY 2006 and FY 2012. On average, expenditure has been approximately $20 Million per year, roughly corresponding to the estimated annualized reinvestment requirement. This suggests that reinvestment in the City's capital assets has been adequate in aggregate.

EXPENDED CAPITAL FUNDS




EXPENDED CAPITAL FUNDS
$25,000,000
$20,000,000
$15,000,000
$10,000,000
$5,000,000
$0
2006
2007
2008
2009
2010
2011
2012
2013
2014
Marine
Other Departments
Police and Fire
Public Facilities, Parking, Parks, Recreation
Public Services
Schools

EXPENDED CAPITAL FUNDS



A: FUNDING SUMMARY - GENERAL FUND

	FY15 auth.	FY16	FY17	FY18	FY19	FY20	FY21
Funding Recommendation							
Cash							
City	383,000	580,000	1,295,000	935,000	545,000	500,000	
School	-	-	-	-	-	-	
Total General Fund Cash	383,000	580,000	1,295,000	935,000	545,000	500,000	
Borrowing							
City	10,983,000	13,165,000	9,569,700	10,620,000	9,565,000	7,185,000	
School	1,525,000	950,000	2,950,000	1,250,000	4,580,000	560,000	
Subtotal General Fund Borrowing	12,508,000	14,115,000	12,519,700	11,870,000	14,145,000	7,745,000	
Public Art	63,000	71,000	61,000	57,000	69,000	37,000	
Land Bank	63,000	71,000	61,000	57,000	69,000	37,000	
Total General Fund Borrowing	12,634,000	14,257,000	12,641,700	11,984,000	14,283,000	7,819,000	
Subtotal - Cash and Borrowing							
City	11,492,000	13,887,000	10,986,700	11,669,000	10,248,000	7,759,000	
School	1,525,000	950,000	2,950,000	1,250,000	4,580,000	560,000	
Total General Fund	13,017,000	14,837,000	13,936,700	12,919,000	14,828,000	8,319,000	
Sewer/Stormwater Funds							
Reallocated Bond Proceeds	2,150,000	-	-	-	-	-	
Authorized Tier III CSO LTCP	3,000,000	29,250,000	10,000,000	32,000,000	16,300,000	10,300,000	
Cash	115,000	375,000	240,000	200,000	200,000	225,000	
Borrowing	3,277,000	3,445,000	9,820,000	2,255,000	2,130,000	1,945,000	

A: FUNDING SUMMARY - GENERAL FUND

	FY15 auth.	FY16	FY17	FY18	FY19	FY20	FY21
Valuation (1% est. increase)	7,662,000,000	7,738,620,000	7,816,006,200	7,894,166,262	7,973,107,925	8,052,839,004	8,133,367,394
Current Debt Service							
Current General Fund Debt Service							
City General Obligation	10,019,919	9,172,383	8,351,893	7,539,174	7,169,173	6,016,341	5,478,064
City Loans	123,002	123,002	123,002	123,002	123,002	123,002	123,002
School General Obligation	5,793,145	5,076,951	4,696,180	3,990,113	3,425,063	3,135,628	2,987,329
School Capital Leases	186,843	93,086	46,996	4,180	4,180	-	-
Total GF (Non-POB) Debt Service	16,122,909	14,465,422	13,218,071	11,656,469	10,721,418	9,274,971	8,588,395
Pen. Obligation Bond - City	9,985,356	10,626,295	11,309,463	12,033,870	12,802,135	13,615,710	14,474,866
Pen. Obligation Bond - School	1,361,640	1,449,040	1,542,200	1,640,982	1,745,746	1,856,688	1,973,845
Total POB Debt Service	11,346,996	12,075,335	12,851,663	13,674,852	14,547,881	15,472,397	16,448,711
Total Current GF Debt Service	27,469,905	26,540,757	26,069,734	25,331,321	25,269,299	24,747,368	25,037,106
Authorized, Not Borrowed--est. debt service							
Public Services Canco Road		-	274,500	268,401	262,302	256,203	250,100
City (CIP 2015)		1,269,848	1,238,709	1,207,570	1,088,098	1,060,492	1,001,886
School (CIP 2015)		345,008	333,529	322,049	52,236	51,090	49,944
Total Authorized, Not Borrowed--est. debt service		1,614,856	1,846,738	1,798,020	1,402,636	1,367,785	1,301,930
Less State reimbursed School Debt Service (est)	(1,871,914)	(1,773,250)	(1,733,682)	(1,690,405)	(1,643,432)	(1,596,087)	(1,547,410)
Current GF Debt Service Est.	**25,597,991**	26,382,363	26,182,790	25,438,936	25,028,503	24,519,066	24,791,626
increase from prior year	*1,682,449*	*784,372*	*(199,573)*	*(743,854)*	*(410,433)*	*(509,437)*	*272,560*
Current GF Debt Service Est. (less POB)	14,250,995	14,307,028	13,331,127	11,764,084	10,480,622	9,046,669	8,342,915
increase from prior year	*991,448*	*56,033*	*(975,901)*	*(1,567,043)*	*(1,283,462)*	*(1,433,953)*	*(703,754)*
Current Debt Service Available		(784,372)	(584,799)	159,055	569,488	1,078,925	806,365
Current FY15 Comparative Est. Tax Rate Increase fron	*-*	*0.10*	*0.07*	*(0.02)*	*(0.07)*	*(0.13)*	*(0.10)*
Projected Debt Service							
Projected New Issue Debt Service--est. debt service							
City			1,386,915	2,483,412	3,661,422	4,650,596	5,353,205
School			90,250	368,363	471,700	889,588	889,980
General Fund--est. debt service			1,477,165	2,851,775	4,133,122	5,540,183	6,243,185
Projected GF Debt Service Est.	**25,597,991**	26,382,363	27,659,955	28,290,711	29,161,625	30,059,249	31,034,811
increase from prior year	*1,682,449*	*784,372*	*1,277,592*	*630,756*	*870,915*	*897,624*	*975,562*
Projected GF Debt Service Est. (less POB)	14,250,995	14,307,028	14,808,292	14,615,859	14,613,744	14,586,852	14,586,100
increase from prior year	*991,448*	*56,033*	*501,264*	*(192,434)*	*(2,114)*	*(26,892)*	*(752)*
Projected Debt Service Available		(784,372)	(2,061,964)	(2,692,720)	(3,563,634)	(4,461,258)	(5,436,820)
Projected FY15 Comparative Est. Tax Rate increase	*-*	*0.10*	*0.26*	*0.34*	*0.45*	*0.55*	*0.67*
ProjectedEst. Tax Rate increase from prior year			*0.16*	*0.08*	*0.11*	*0.11*	*0.11*

B. RECOMMENDED 2016 CAPITAL PROJECTS - GENERAL FUND CASH

Facilities	
Buildings/Garages	
Peaks Island Exhaust Removal System	30,000
Buildings/Garages Total	*30,000*
Facilities Total	**30,000**
Parks, Fields, Trails	
Parks, Fields, Trails	
Western Promenade Walkways	50,000
Complete Dead House Restoration	20,000
Parks, Fields, Trails Total	*70,000*
Parks, Fields, Trails Total	**70,000**
Equipment and Vehicles	
Equipment	
Phonemail System Replacement	45,000
Ticket Dispensers at Spring Street Parking Garage	45,000
Virtualization, Storage and Redundancy Upgrade	65,000
Ticket Dispenser at Elm Street Parking Garage	15,000
Equipment Total	*170,000*
Vehicles	
1/2 Ton Pickup Replacement - Playgrounds 2188	40,000
Replace 1 Ton Stake Body - 4970 School Maintenance	50,000
3/4 Ton Pickup Replacement - Solid Waste 2033	25,000
Staff Car Replacement - Fire	40,000
Replace Pickup Riverside Golf 2017	30,000
1/2 Ton Pickup Replacement - Trades 2084	25,000
Compact Pickup Replacement - Barron Center 2209	20,000
Replace Parking Enforcement Truck 2154	25,000
1/2 Ton Truck Replacement - Forestry 2038	30,000
Solid Waste Inspections Pickup Replacement - Solid Waste 2155	25,000
Vehicles Total	*310,000*
Equipment and Vehicles Total	**480,000**
GENERAL FUND CASH TOTAL	**580,000**

B. RECOMMENDED 2016 CAPITAL PROJECTS - GENERAL FUND FINANCED

Transportation	
PACTS/Match	
MaineDOT Arterial Paving Riverside St (Brighton Av to Home Depot entrance) - ineligibles/system upgrades	50,000
PACTS Regional Transportation Management Systems (RTMS) - Traffic Signals	100,000
PACTS/Match Total	*150,000*
Streets/Sidewalks	
Paving Preservation and Rehabilitation	1,000,000
Sidewalk Rehabilitation/Accessibility	500,000
Streets/Sidewalks Total	*1,500,000*
Transportation Total	**1,650,000**
Facilities	
Buildings/Garages	
Fire Alarm & Sprinkler Systems at all Fire Stations	75,000
Waterproof Decking Recoat at Temple Street Parking Garage	305,000
Ultra Violet Water Treatment System at Riverton Pool	50,000
Passenger Elevator at City Hall	100,000
Seating at Hadlock Field	190,000
Bleachers at Ice Arena	100,000
Roof Deck at Spring Street Parking Garage	500,000
Library Roof Section	25,000
Buildings/Garages Total	*1,345,000*
Marine	
Compass Park Pier Stablization	30,000
Piles at Portland Ocean Terminal	280,000
Steel Piles at Ocean Gateway Pier (engineering)	100,000
Marine Total	*410,000*
Schools	
PATHS Paving	450,000
Fire Alarm System at Portland High School	150,000
Windows at Deering High School	250,000
Oil Tanks Removal at Various School Buildings	100,000
Schools Total	*950,000*
Facilities Total	**2,705,000**

B. RECOMMENDED 2016 CAPITAL PROJECTS - GENERAL FUND FINANCED

Parks, Fields, Trails	
Parks, Fields, Trails	
Lyman Moore Sports Complex	275,000
Payson Park Softball Field "A" - Amenity and Field Upgrades	200,000
Golf Course Rehabilitiation	100,000
Parks, Fields, Trails Total	*575,000*
Parks, Fields, Trails Total	**575,000**
Equipment and Vehicles	
Equipment	
Communication System Replacement	7,000,000
Equipment Total	*7,000,000*
Vehicles	
30 Passenger Bus - School	50,000
Full Size Bus - School	90,000
7 Passenger Van - School	50,000
Medcu Ambulance Replacement - Fire	265,000
Police Cruisers (4) Replacement - Police	160,000
Ladder 1 Replacement - Fire	1,300,000
Bucket Truck Replacement - Forestry 5098	220,000
Vehicles Total	*2,135,000*
Equipment and Vehicles Total	**9,135,000**
GENERAL FUND FINANCED TOTAL	14,065,000

B. RECOMMENDED 2016 CAPITAL PROJECTS - SEWER FUND CASH

Equipment and Vehicles	
Equipment	
Wastewater Server	50,000
Equipment Total	*50,000*
Vehicles	
3/4 Ton Extended Cab Pickup Replacement - Sewer 2513	40,000
Vehicles Total	*40,000*
Equipment and Vehicles Total	**90,000**
Stormwater	
Stormwater	
Neighborhood Stormwater Drainage	200,000
Greenleaf Street Stormwater Facilities	85,000
Stormwater Total	*285,000*
Stormwater Total	**285,000**
SEWER FUND CASH TOTAL	375,000

B. RECOMMENDED 2016 CAPITAL PROJECTS - SEWER FUND FINANCED

Facilities	
Buildings/Garages	
Water Resource Relocation	250,000
Buildings/Garages Total	*250,000*
Facilities Total	**250,000**
Equipment and Vehicles	
Vehicles	
Dump Truck Replacement - Public Services 3112	165,000
Dump Truck Replacement - Sewer 3110	165,000
Street Sweepers Replacement	175,000
CCTV Truck - NEW	415,000
Vehicles Total	*920,000*
Equipment and Vehicles Total	**920,000**
Stormwater	
Stormwater	
Stormwater Storage and Filtration Systems at Sagamore Village (Engineering)	120,000
Gravel Wetland Stormwater Treatment System in the Capisic Brook Watershed (Engineering)	175,000
Stormwater Total	*295,000*
Stormwater Total	**295,000**
Sewer	
Sewer	
CMOM - Sewer System Renewal	1,100,000
CMOM - Pump Station Rehabilitation	670,000
Rowe Avenue Sewer Separation	210,000
Sewer Total	*1,980,000*
Sewer Total	**1,980,000**
SEWER FUND FINANCED TOTAL	3,445,000

C. RECOMMENDED CAPITAL IMPROVEMENT PLAN - GENERAL FUND

	2016	2017	2018	2019	2020
Transportation					
PACTS/Match					
- MaineDOT Arterial Paving Riverside St (Brighton Av to Home Depot entrance) - ineligibles/system upgrades	50,000	-	-	-	-
- PACTS Regional Transportation Management Systems (RTMS) - Traffic Signals	100,000	100,000	100,000	100,000	-
- PACTS/Match GENERAL	-	1,974,700	3,075,000	320,000	-
PACTS/Match Total	*150,000*	*2,074,700*	*3,175,000*	*420,000*	-
Streets/Sidewalks					
- Paving Preservation and Rehabilitation	1,000,000	1,500,000	1,500,000	1,750,000	1,500,000
- Street Reconstruction	-	500,000	500,000	500,000	500,000
- Sidewalk Rehabilitation/Accessibility	500,000	700,000	850,000	850,000	850,000
- Streets/Sidewalks GENERAL	-	50,000	500,000	250,000	280,000
Streets/Sidewalks Total	*1,500,000*	*2,750,000*	*3,350,000*	*3,350,000*	*3,130,000*
Traffic/Streetlights					
- Traffic/Streetlights GENERAL	-	790,000	400,000	445,000	830,000
Traffic/Streetlights Total	-	*790,000*	*400,000*	*445,000*	*830,000*
Transportation Total	**1,650,000**	**5,614,700**	**6,925,000**	**4,215,000**	**3,960,000**

C. RECOMMENDED CAPITAL IMPROVEMENT PLAN - GENERAL FUND

	2016	2017	2018	2019	2020
Facilities					
Buildings/Garages					
- Ultra Violet Water Treatment System at Riverton Pool	50,000	-	-	-	-
- Roof Deck at Spring Street Parking Garage	500,000	720,000	-	-	-
- Bleachers at Ice Arena	100,000	-	-	-	-
- Fire Alarm & Sprinkler Systems at all Fire Stations	75,000	-	-	-	-
- Seating at Hadlock Field	190,000	-	-	-	-
- Library Roof Section	25,000	-	-	-	-
- Waterproof Decking Recoat at Temple Street Parking Garage	305,000	-	-	-	-
- Passenger Elevator at City Hall	100,000	-	-	-	-
- Peaks Island Exhaust Removal System	30,000	-	-	-	-
- Buildings/Garages GENERAL	-	1,105,000	915,000	2,000,000	1,150,000
Buildings/Garages Total	*1,375,000*	*1,825,000*	*915,000*	*2,000,000*	*1,150,000*
Marine					
- Compass Park Pier Stablization	30,000	350,000	-	-	-
- Steel Piles at Ocean Gateway Pier (engineering)	100,000	400,000	500,000	500,000	-
- Piles at Portland Ocean Terminal	280,000	-	-	-	-
- Marine GENERAL	-	-	-	325,000	155,000
Marine Total	*410,000*	*750,000*	*500,000*	*825,000*	*155,000*
Schools					
- Windows at Deering High School	250,000	250,000	250,000	-	-
- Fire Alarm System at Portland High School	150,000	-	-	-	-
- Hall School Replacement (Engineering)	-	500,000	-	-	-
- Oil Tanks Removal at Various School Buildings	100,000	100,000	-	-	-
- PATHS Paving	450,000	-	-	-	-
- Schools GENERAL	-	2,100,000	1,000,000	4,580,000	560,000
Schools Total	*950,000*	*2,950,000*	*1,250,000*	*4,580,000*	*560,000*
Facilities Total	**2,735,000**	**5,525,000**	**2,665,000**	**7,405,000**	**1,865,000**

C. RECOMMENDED CAPITAL IMPROVEMENT PLAN - GENERAL FUND

	2016	2017	2018	2019	2020
Parks, Fields, Trails					
Parks, Fields, Trails					
- Payson Park Softball Field "A" - Amenity and Field Upgrades	200,000	-	-	-	-
- Complete Dead House Restoration	20,000	-	-	-	-
- Western Promenade Walkways	50,000	-	-	-	-
- Golf Course Rehabilitiation	100,000	100,000	100,000	100,000	100,000
- Lyman Moore Sports Complex	275,000	-	-	-	-
- Parks, Fields, Trails GENERAL	-	250,000	735,000	1,395,000	745,000
Parks, Fields, Trails Total	*645,000*	*350,000*	*835,000*	*1,495,000*	*845,000*
Parks, Fields, Trails Total	**645,000**	**350,000**	**835,000**	**1,495,000**	**845,000**
Equipment and Vehicles					
Equipment					
- Ticket Dispensers at Spring Street Parking Garage	45,000	-	-	-	-
- Communication System Replacement	7,000,000	-	-	-	-
- Virtualization, Storage and Redundancy Upgrade	65,000	75,000	55,000	-	-
- Phonemail System Replacement	45,000	-	-	-	-
- Ticket Dispenser at Elm Street Parking Garage	15,000	-	-	-	-
- Equipment GENERAL	50,000	720,000	605,000	-	-
Equipment Total	*7,220,000*	*795,000*	*660,000*	-	-

C. RECOMMENDED CAPITAL IMPROVEMENT PLAN - GENERAL FUND

	2016	2017	2018	2019	2020
Vehicles					
- 7 Passenger Van - School	50,000	-	-	-	-
- Rubbish Packer Replacement	-	265,000	265,000	265,000	265,000
- 1/2 Ton Pickup Replacement - Trades 2084	25,000	-	-	-	-
- Medcu Ambulance Replacement - Fire	265,000	265,000	265,000	265,000	265,000
- 1/2 Ton Truck Replacement - Forestry 2038	30,000	-	-	-	-
- Solid Waste Inspections Pickup Replacement - Solid Waste 2155	25,000	-	-	-	-
- 3/4 Ton Pickup Replacement - Solid Waste 2033	25,000	-	-	-	-
- Vehicle Replacement GENERAL	-	500,000	500,000	500,000	500,000
- 30 Passenger Bus - School	50,000	-	-	-	-
- Replace 1 Ton Stake Body - 4970 School Maintenance	50,000	-	-	-	-
- Replace Parking Enforcement Truck 2154	25,000	-	-	-	-
- Replace Pickup Riverside Golf 2017	30,000	-	-	-	-
- Sidewalk Tractors Replacement	-	145,000	290,000	145,000	145,000
- Bucket Truck Replacement - Forestry 5098	220,000	-	-	-	-
- Staff Car Replacement - Fire	40,000	-	-	-	-
- Compact Pickup Replacement - Barron Center 2209	20,000	-	-	-	-
- Police Cruisers (4) Replacement - Police	160,000	265,000	265,000	265,000	265,000
- Full Size Bus - School	90,000	90,000	135,000	135,000	135,000
- 1/2 Ton Pickup Replacement - Playgrounds 2188	40,000	-	-	-	-
- Ladder 1 Replacement - Fire	1,300,000	-	-	-	-
Vehicles Total	*2,445,000*	*1,530,000*	*1,720,000*	*1,575,000*	*1,575,000*
Equipment and Vehicles Total	**9,665,000**	**2,325,000**	**2,380,000**	**1,575,000**	**1,575,000**
General Fund Capital Funding Total	**14,695,000**	**13,814,700**	**12,805,000**	**14,690,000**	**8,245,000**
Public Art	71,000	61,000	57,000	69,000	37,000
Land Bank	71,000	61,000	57,000	69,000	37,000
General Fund Capital Funding Grand Total	**14,837,000**	**13,936,700**	**12,919,000**	**14,828,000**	**8,319,000**

C. RECOMMENDED CAPITAL IMPROVEMENT PLAN - SEWER FUND

	2016	2017	2018	2019	2020
Buildings/Garages					
Water Resource Relocation	250,000	-	-	-	-
Buildings/Garages Total	**250,000**	**-**	**-**	**-**	**-**
Equipment					
Wastewater Server	50,000	-	-	-	-
Equipment Total	**50,000**	**-**	**-**	**-**	**-**
Sewer					
CMOM - Pump Station Rehabilitation	670,000	1,100,000	670,000	670,000	670,000
CMOM - Sewer System Renewal	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000
Sewer Replacement - Somerset Street Extension	-	300,000	-	-	-
USM Roundabout Sewer Separation	-	400,000	-	-	-
Rowe Avenue Sewer Separation	210,000	-	-	-	-
Sewer Total	**1,980,000**	**2,900,000**	**1,770,000**	**1,770,000**	**1,770,000**

C. RECOMMENDED CAPITAL IMPROVEMENT PLAN - SEWER FUND

	2016	2017	2018	2019	2020
Stormwater					
Neighborhood Stormwater Drainage	200,000	200,000	200,000	200,000	200,000
Stormwater Retrofits on Riverside Street	-	-	-	185,000	-
Canco Road Storm Drain	-	580,000	-	-	-
Warren Ave Storm Drain - 517 Warren Ave to 659 Warren Ave	-	750,000	-	-	-
Greenleaf Street Stormwater Facilities	85,000	-	-	-	-
Stormwater Storage and Filtration Systems at Sagamore Village (Engineering)	120,000	1,245,000	-	-	-
Gravel Wetland Stormwater Treatment System in the Capisic Brook Watershed (Engineering)	175,000	2,000,000	-	-	-
Stormwater Total	**580,000**	**4,775,000**	**200,000**	**385,000**	**200,000**
Vehicles					
Replace Stormwater Staff Car	-	-	-	-	25,000
Street Sweepers Replacement	175,000	175,000	235,000	175,000	175,000
TV Truck Replacement - Sewer 2516	-	-	250,000	-	-
1 Ton Crew Cab Pickup Replacement - Sewer 2511	-	40,000	-	-	-
3/4 Ton Extended Cab Pickup Replacement - Sewer 2513	40,000	-	-	-	-
Dump Truck Replacement - Sewer 3110	165,000	-	-	-	-
Dump Truck Replacement - Public Services 3112	165,000	-	-	-	-
Catch Basin Cleaning Vehicle Replacement - Sewer 3127	-	170,000	-	-	-
CCTV Truck - NEW	415,000	-	-	-	-
Vehicles Total	**960,000**	**385,000**	**485,000**	**175,000**	**200,000**
CSO					
CSO - Close CSO #42 and #43	-	2,000,000	-	-	-
CSO Total	**-**	**2,000,000**	**-**	**-**	**-**
Grand Total	**3,820,000**	**10,060,000**	**2,455,000**	**2,330,000**	**2,170,000**

D: DEBT STRATEGY - GENERAL FUND

	FY15 auth.	FY16	FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27
Funding Recommendation													
Capital Maintenance Borrowing	12,634,000	14,257,000	12,641,700	11,984,000	14,283,000	7,819,000	12,000,000	12,000,000	12,000,000	12,000,000	12,000,000	12,000,000	12,000,000
Projected New Issue Debt Service--est. debt service													
General Fund--est. debt service			1,477,165	2,851,775	4,133,122	5,540,183	6,243,185	8,086,084	8,676,073	9,351,110	9,974,532	10,534,414	10,922,721
Projected GF Debt Service Est.	**25,597,991**	26,382,363	27,659,955	28,290,711	29,161,625	30,059,249	31,034,811	33,380,800	34,451,786	35,658,668	36,816,566	38,166,492	15,809,241
increase from prior year	*1,682,449*	*784,372*	*1,277,592*	*630,756*	*870,915*	*897,624*	*975,562*	*2,345,988*	*1,070,986*	*1,206,882*	*1,157,898*	*1,349,926*	*(22,357,251)*
Projected GF Debt Service Est. (less POB)	14,250,995	14,307,028	14,808,292	14,615,859	14,613,744	14,586,852	14,586,100	15,895,005	15,866,386	15,906,175	15,826,748	15,868,603	15,809,241
increase from prior year	*991,448*	*56,033*	*501,264*	*(192,434)*	*(2,114)*	*(26,892)*	*(752)*	*1,308,904*	*(28,619)*	*39,789*	*(79,427)*	*41,854*	*(59,361)*
Projected Debt Service Available		(784,372)	(2,061,964)	(2,692,720)	(3,563,634)	(4,461,258)	(5,436,820)	(7,782,809)	(8,853,795)	(10,060,677)	(11,218,575)	(12,568,501)	9,788,750
Projected FY15 Comparative Est. Tax Rate Increase	*-*	*0.10*	*0.26*	*0.34*	*0.45*	*0.55*	*0.67*	*0.95*	*1.07*	*1.20*	*1.33*	*1.47*	*(1.13)*
Potential CIP Major Project	**SELECT YEAR**												
Elementary Schools	**18**	-	-	11,257,319	15,339,060	12,337,789	12,183,505	-	-	-	-	-	-
Public Services Relocation	**17**	-	6,000,000	-	-	-	-	-	-	-	-	-	-
Congress Square Re-Design	**18**	-	-	2,000,000	1,370,000	-	-	-	-	-	-	-	-
Capisic Pond Improvements	**20**	-	-	-	-	1,125,000	-	-	-	-	-	-	-
Franklin Street Redesign	**23**	-	-	-	-	-	-	-	500,000	4,500,000	-	-	-
Bayside Transportation	**25**	-	-	-	-	-	-	-	-	-	500,000	500,000	500,000
State St & High St	**25**	-	-	-	-	-	-	-	-	-	1,500,000	1,500,000	-
Forest Avenue	**20**	-	-	-	-	500,000	2,000,000	500,000	500,000	-	-	-	-
Total Potential Projects		-	6,000,000	13,257,319	16,709,060	13,962,789	14,183,505	500,000	1,000,000	4,500,000	2,000,000	2,000,000	500,000
Potential GF Debt Service Est.	25,597,991	26,382,363	27,659,955	28,860,711	30,964,071	33,346,068	35,454,385	38,909,800	39,724,469	40,874,222	42,296,241	43,597,414	21,227,410
increase from prior year	*1,682,449*	*784,372*	*1,277,592*	*1,200,756*	*2,103,360*	*2,381,998*	*2,108,316*	*3,455,416*	*814,668*	*1,149,753*	*1,422,019*	*1,301,173*	*(22,370,004)*
Potential GF Debt Service Est. (le:	14,250,995	14,307,028	14,808,292	15,185,859	16,416,190	17,873,671	19,005,674	21,424,005	21,139,069	21,121,729	21,306,424	21,299,525	21,227,410
increase from prior year	*991,448*	*56,033*	*501,264*	*377,567*	*1,230,331*	*1,457,481*	*1,132,003*	*2,418,332*	*(284,937)*	*(17,340)*	*184,695*	*(6,899)*	*(72,115)*
Potential Debt Service Available	-	(784,372)	(2,061,964)	(3,262,720)	(5,366,080)	(7,748,077)	(9,856,394)	(13,311,809)	(14,126,478)	(15,276,231)	(16,698,250)	(17,999,423)	4,370,581
Potential FY15 Comparative Est. Tax Rate In		0.10	0.26	0.41	0.67	0.96	1.21	1.62	1.70	1.82	1.97	2.11	(0.51)
Potential Prior Year Est. Tax Rate Increase			0.16	0.15	0.26	0.29	0.25	0.41	0.08	0.12	0.15	0.13	(2.61)
Potential Project Tax Rate Increase			-	0.07	0.23	0.41	0.54	0.67	0.64	0.62	0.65	0.64	0.63

Project Title **ID** 141539 **Request Year** 2016

Communication System Replacement

Fire Department

Division Dispatch Services

Classification Information Technology

Project Description

Update or Replace Radio System

Project Justification

Our current public safety communication system, which serves the public safety answering point (911), Police, Fire, Public Services, and Public Schools, is reaching the end of its life expectancy and some of the major components are no longer supported by Motorola. The costs to upgrade to their next generation system are reflected in the estimates entered in 2015.

Because this will be a significant expense, we contracted a system specialist to help us prepare and evaluate an RFP for a system upgrade or replacement. The consultant's findings will assist with establishing timeline, project implementation phases and the costs associated with each phase.

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
			$9,000,000	

Funding Source

Year	Other Funding	Requested Funding	City Mgr Recommended	Funding Type
2016		$9,000,000	$9,000,000	Borrowed
2017				
2018				
2019				
2020				
Total		$9,000,000	$9,000,000	

Other Funding Source Description

Operating Budget Impact

The savings associated with this might be in reduced maintenance costs.

Project Title **ID** 152415 **Request Year** 2016

Fire Alarm & Sprinkler Systems at all Fire Stations

Fire Department

Division Building Maintenance

Classification Facilities

Project Description

Install complete fire sprinkler & fire alarm systems throughout each of the 8 existing fire stations.

Project Justification

To bring our buildings into compliance with all applicable City and State codes.

Page 338 of the Performance and Management Study of the Portland Fire Department, prepared by Public Safety Solutions, Inc.: "Ensuring that all fire department facilities comply with all legal, health, safety, building, and fire code requirements. Ensuring that work sites have adequate fire and life safety protection systems in place such as smoke detectors, fire alarm systems, carbon monoxide detectors, and automatic sprinkler system."

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
$52,000		$690,000		

Funding Source

Year	Other Funding	Requested Funding	City Mgr Recommended	Funding Type
2016		$742,000	$75,000	Borrowed
2017				
2018				
2019				
2020				
Total		$742,000	$75,000	

Other Funding Source Description

There may be grant funding available for this, however not guaranteed, and there may also be a local match portion that would need to be considered.

Operating Budget Impact

We have submitted an Assistance to Firefighters Grant (AFG) application for this project, but funding has not been secured.

Project Title **ID** 152496 **Request Year** 2016

Peaks Island Exhaust Removal System

Fire Department

Division Building Maintenance

Classification Facilities

Project Description

Install Plymovent vehicle exhaust system at Peaks Island Station.

Project Justification

Health and safety of Police and Fire personnel assigned to work at the station.

Priority item needed to comply with applicable health and safety standards.

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
		$30,000		

Funding Source

Year	Other Funding	Requested Funding	City Mgr Recommended	Funding Type
2016		$30,000	$30,000	Capital
2017				
2018				
2019				
2020				
Total		$30,000	$30,000	

Other Funding Source Description

Operating Budget Impact

Project Title **ID** 14907 **Request Year** 2016

Phonemail System Replacement

Information Technology

Division

Classification Information Technology

Project Description

This project increase mail box capacity, allow ability to send voicemail to email as well as provide caller ID functionality.

Project Justification

The City's voicemail system is 20 years old, capacity is low resulting in mailboxes filling up. There are many requests for voicemail to be sent to email, and also caller ID.

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
			$45,000	

Funding Source

Year	Other Funding	Requested Funding	City Mgr Recommended	Funding Type
2016		$45,000	$45,000	Capital
2017				
2018				
2019				
2020				
Total		$45,000	$45,000	

Other Funding Source Description

Operating Budget Impact

It is expected that this project will improve productivity.

Project Title **ID** 141596 **Request Year** 2016

Virtualization, Storage and Redundancy Upgrade

Information Technology

Division

Classification Information Technology

Project Description

This Green initiative will increase energy efficiency by reducing the number of servers we rely on and operate. This is an IT best practice for backup and recovery and it will improve data protection, systems performance, reduce down time when systems fail. This will provide us with a disk-based storage solution which will help us to improve our data protection process in many ways. It will replace much of the aging hardware by allowing us to consolidate its systems into a virtual infrastructure running either Hyper-V or Vmware. Although it will not eliminate tape reliance, but it will reduce our reliance on tape which will increase backup performance, reliability and restoration if necessary.

Project Justification

Justification for Storage/virtualization is that the current inventory of the City's main server farm of Servers is at or exceeding the 5 year life span of Server machines. This icludes replacing current servers at City Hall and the Police Department server locations with nine virtualized based machines. This is an effort to reduce the footprint of individual servers by logical grouping in an effort to decrease server hardware reliance, improve reliability, redundancy and scalability of applications and data, ease the A/C demands in the data center, therefore improve energy efficiency, improve operational efficiency (ability to add servers and applications on the fly), increase the density of the virtual environment, increase "Up Time" for critical applications. This will decrease tape reliance, improve/decrease backup windows, improve reliability, improve the speed and ease of restores, replicate off site.

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
			$260,000	

Funding Source

Year	Other Funding	Requested Funding	City Mgr Recommended	Funding Type
2015		$65,000	$65,000	
2016		$65,000	$65,000	Capital
2017		$75,000		
2018		$55,000		
2019				
2020				
Total		$260,000	$130,000	

Other Funding Source Description

Operating Budget Impact

Project Title **ID** 141282 **Request Year** 2016

Roof Deck at Spring Street Parking Garage

Parking / Garages

Division Spring Street Garage

Classification Facilities

Project Description

This project includes the removal of existing pavement, repavings, and applying a waterproofing membrane. During the process repairing any concrete damage will be completed as well.

Project Justification

The existing pavement and waterprooofing membrane on the roof are 19 years old. Water leaks through the deck causing rusting of rebar and spalling of the concrete which weaken the stucture of the deck. Delaying the project will result in further damage to the structure and added cost.

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
		$1,100,000		

Funding Source

Year	Other Funding	Requested Funding	City Mgr Recommended	Funding Type
2016		$1,100,000	$500,000	Borrowed
2017				
2018				
2019				
2020				
Total		$1,100,000	$500,000	

Other Funding Source Description

Operating Budget Impact

Project Title **ID** 141287 **Request Year** 2016

Waterproof Decking Recoat at Temple Street Parking Garage

Parking / Garages

Division Temple Street Garage

Classification Facilities

Project Description

This project is to recoat the Temple Street Garage with a waterproof membrane

Project Justification

The existing coating has begun to fail as noted in the condition appraisal

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
		$305,000		

Funding Source

Year	Other Funding	Requested Funding	City Mgr Recommended	Funding Type
2016		$305,000	$305,000	Borrowed
2017				
2018				
2019				
2020				
Total		$305,000	$305,000	

Other Funding Source Description

Operating Budget Impact

Project Title **ID** 141288 **Request Year** 2016

Ticket Dispensers at Spring Street Parking Garage

Parking / Garages

Division Spring Street Garage

Classification Stationary Equipment

Project Description

The project is to replace ticket dispensers with new dispensers

Project Justification

The existing ticket dispensers will be over 15 years old in 2016 and nearing the end of their useful life when this request is funded

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
			$45,000	

Funding Source

Year	Other Funding	Requested Funding	City Mgr Recommended	Funding Type
2016		$45,000	$45,000	Capital
2017				
2018				
2019				
2020				
Total		$45,000	$45,000	

Other Funding Source Description

Operating Budget Impact

Project Title **ID** 141289 **Request Year** 2016

Ticket Dispenser at Elm Street Parking Garage

Parking / Garages

Division Elm Street Garage

Classification Stationary Equipment

Project Description

The project is to replace the existing ticket dispensers with new ticket dispensers.

Project Justification

The existing ticket dispenser will be over 15 years old in 2016 and near the end of their useful life when this request is funded.

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
			$15,000	

Funding Source

Year	Other Funding	Requested Funding	City Mgr Recommended	Funding Type
2016		$15,000	$15,000	Capital
2017				
2018				
2019				
2020				
Total		$15,000	$15,000	

Other Funding Source Description

Operating Budget Impact

Project Title/Desc

Library Roof Replacement

Project Justification

The flat roof over mechanical room 203 is an original roof from the 1979 project and needs to be replaced. In heavy rains the water pools on the roof and leaks through seams along the edges, flooding ceilings on the main level. Attempts to repair the leaks have been marginally successful and are temporary.

Operating Budget Impact

Replacement of the roof will eliminate maintenance labor and materials being used to continually replace ceiling tiles, and continuing efforts to patch the leak. It will also stop the need to close off areas of the children's room due to leaks.

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
		$25,000		$25,000

Funding Source

Year	Other Funding	Requested
2016	$0	$25,000
2017		
2018		
2019		
2020		

Project Title **ID** 141013 **Request Year** 2016

Paving Preservation and Rehabilitation

Public Services

Division Engineering

Classification Streets

Project Description

Preservation and rehab including combination of treatments ranging from crack sealing and preservation overlays to milling and resurfacing thoughout the city. Scope of work also includes improvements to storm and santitary structures, installation/improvement to handicap access, and other existing infrastructure. A reinventory the pavement conditions city-wide was completed in late fall of 2014 and results from that are being processed for an updated status.

Project Justification

Our recent streets inventory conduded that nearly 31% of the City's roadways are in poor to failed condition. The cost to maintain a road in this condition will be four to six times higher than a road that is in good or better condition. We need to maintain the roads that are in good condition while providing upgrades to those in poor condition. Maintaining an adequate roadway system is essential to support transportation including vehicular, transit, pedestrian, and bicycle traffic throughout the city.

Keeping more streets in a good condition greatly reduces the annual maintenance costs city wide and also reduces hours needed to address concerns from residents/business regarding poor street condition.

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
		$26,750,000		

Funding Source

Year	Other Funding	Requested Funding	City Mgr Recommended	Funding Type
2013		$4,000,000	$2,500,000	
2014		$4,000,000	$2,500,000	
2015		$4,000,000	$1,750,000	
2016		$4,000,000	$1,000,000	Borrowed
2017		$4,000,000		
2018		$4,000,000		
2019		$4,000,000		
2020		$4,000,000		
Total		$32,000,000	$7,750,000	

Other Funding Source Description

Operating Budget Impact

Project Title **ID** 141030 **Request Year** 2016

Sidewalk Rehabilitation/Accessibility

Public Services

Division Engineering

Classification Sidewalks

Project Description

District Allocation: $500k/yr ($100k/district)
Economic Development/PDD: $100k/yr
Arterial/Collector Pedestrian Accessibility/Safety: $100k/yr

Adjust funding upwards beginning in FY18.
District Allocation: $600k/yr ($120k/district)
Economic Development/PDD: $125k/yr

Project Justification

Maintaining accessibility along sidewalks and across public streets is a federal regulation (ADA). Project is necessary to meet current state or federal requirements; Project advances more than one policy of a Council adopted plan (Complete Streets and Comp Plan.)
A portion of the sidewalk funding is recommended to address high priorities identified as part of Safe Routes to School planning.
Regular repair to hazards and ongoing maintenance will prevent numerous required 'fixes' that now are funded via the operating budget.
DPS planning for 2013 Sidewalk CIP program identified over $5M in priority needs (see attached).
Newly completed sidewalk inventory and assessment completed and integrated within the city's GIS.

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
$600,000		$5,450,000		

Funding Source

Year	Other Funding	Requested Funding	City Mgr Recommended	Funding Type
2013		$700,000	$700,000	
2014		$700,000	$700,000	
2015		$850,000	$700,000	
2016		$700,000	$500,000	Borrowed
2017		$700,000		
2018		$850,000		
2019		$850,000		
2020		$850,000		
Total		$6,200,000	$2,600,000	

Other Funding Source Description

Operating Budget Impact

Some sidewalk segments may be added to winter sidewalk plow routes and marginally increase operating costs. Rehabilitation of sidewalks in poor condition will reduce operating costs related to sidewalk repair by Districting crews.

Project Title **ID** 141714 **Request Year** 2016

Western Promenade Walkways

Public Services

Division Administration

Classification Parks, Fields, Trails

Project Description

Completes the reconstruction of the walkways on Western Promenade.

Project Justification

The walks in this park are in very poor condition and needs to be repaired for public safety purposes.

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
		$51,000		

Funding Source

Year	Other Funding	Requested Funding	City Mgr Recommended	Funding Type
2016		$51,000	$51,000	Capital
2017				
2018				
2019				
2020				
Total		$51,000	$51,000	

Other Funding Source Description

Operating Budget Impact

The Department has receiced regular complaints over the condition of the walkways within the Western Prom park area. This project would provide funding for the design and construction of those improvements following historic preservation guidelines

Project Title **ID** 141740 **Request Year** 2016

PACTS Regional Transportation Management Systems (RTMS) - Traffic Signals

Public Services

Division Traffic

Classification Stationary Equipment

Project Description

Local support to augment PACTS UPWP funding for regional transportation system upgrades. Includes money for new equipment and especially improved communications. Anticipate requiring approximately $100,000 to $175,000 per year, which includes PACTS funding. In FY16 a PACTS 16-18 TIP application for work on Congress Street was awarded for a total of $330,000, of which the City will provide a $82,500 match.

The FY16 funding request is for component and communications upgrades for the intersections of Congress/India, Congress/Washington, and Washington/Cumberland. The equipement is generally out of date, and in same cases, begun to

Project Justification

The City of Portland has partnered with PACTS, as well as the Cities of Westbrook, South Portland, Biddford, Saco and the Town of Scarborough to oversee the deployment of transportation management systems for the more efficient flow of traffic and improved detection for all modes along the City's major travel corridors. Work to date has included upgrades along Riverside Street, Brighton Avenue and Forest Avenue, and expected in 2015, portions of Washington Avenue and Auburn Street.

Significant work remains to be done along Congress Street on the downtown peninsula, Forest Avenue in the Parkside area, as well as portions of Washington Avenue, Cumberland Avenue, and State and High streets. One of the top priorities will be to provide improved fiber-optic connections so that up-to-date communications can be achieved at Traffic Operations (currently

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
$150,000			$1,173,770	

Funding Source

Year	Other Funding	Requested Funding	City Mgr Recommended	Funding Type
2014	$22,000	$78,000	$80,000	
2015	$22,000	$167,000	$165,000	
2016	$269,500	$277,270	$100,000	Borrowed
2017	$22,000	$100,000		
2018	$22,000	$100,000		
2019	$22,000	$100,000		
2020	$22,000	$100,000		
Total	$401,500	$922,270	$345,000	

Other Funding Source Description

$22,000 annually. Other funding source is anticipated PACTS RTMS funding via UPWP Program, as discussed with Carl Eppich of PACTS on November 19, 2012. FY16 reflects an additional $247,500 that has been awarded in the PACTS 16-18 TIP, requiring $82,500 in Local Match.

Operating Budget Impact

This funding will help to supplement the limited money from PACTS and MaineDOT for RTMS upgrades, as well as reducing the strain on the capital available for City signal equipment.

Project Title **ID** 152406 **Request Year** 2016

MaineDOT Arterial Paving Riverside St (Brighton Av to Home Depot entrance) - ineligibles/system upgrades

Public Services

Division Engineering

Classification Streets

Project Description

FY16 "Other Funding" = MaineDOT Arterial paving project currently proposed for 2016.

Project Justification

Project costs are covered by MaineDOT arterial paving program; City pays only for Utility system repairs/adjustments and items outside the project scope (see attachment for estimates). Resurfacing will eliminate the need for local paving and provide upgrades to the City's infrastructure.

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
		$650,000		

Funding Source

Year	Other Funding	Requested Funding	City Mgr Recommended	Funding Type
2016	$500,000	$150,000	$50,000	Borrowed
2017				
2018				
2019				
2020				
Total	$500,000	$150,000	$50,000	

Other Funding Source Description

Resurfacing funds provided by MaineDOT Arterial paving program.

Operating Budget Impact

Resurfacing will reduce operating costs for summer and winter maintenance of pavement.

Project Title **ID** 163027 **Request Year** 2016

Complete Dead House Restoration

Public Services

Division Cemetery

Classification Parks, Fields, Trails

Project Description

In FY15 we received funding to begin restoration of the Victorian Tool Shed aka Dead House at Eastern Cemetery. Additional funds will be required to replace siding, windows, double door and to add a step into the building due to the height of the concrete slab. Aaron Shields estimates cost for this work to be $18,000.

Project Justification

Complete project begun in FY15.

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
		$18,000		

Funding Source

Year	Other Funding	Requested Funding	City Mgr Recommended	Funding Type
2016		$18,000	$18,000	Capital
2017				
2018				
2019				
2020				
Total		$18,000	$18,000	

Other Funding Source Description

Operating Budget Impact

Project Title **ID** 141334 **Request Year** 2016

Seating at Hadlock Field

Recreation and Facilities

Division Hadlock Field

Classification Facilities

Project Description

Replace all of the stadium Box seats only.

Project Justification

The current box seats were installed in 1995, They are sun damaged and becoming brittle. This is both an aesthetic and safety concern.
On a recent walk thru of the stadium the Seadogs personal pointed out many safety concerns where seats were not fastened to the frame. Over the years the plastic has expanded and contracted,so that the threaded inserts that hold the units together are loose or non existient.
Springs are broke on the seats which can be a safety concern for an emergency or just trying to get out of the way of a foul ball. The seats are designed to always be in the up position when not in use. Many of the seats no longer do that.

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
		$380,000		

Funding Source

Year	Other Funding	Requested Funding	City Mgr Recommended	Funding Type
2015		$190,000		
2016		$190,000	$190,000	Borrowed
2017				
2018				
2019				
2020				
Total		$380,000	$190,000	

Other Funding Source Description

Operating Budget Impact

Project Title **ID** 141340 **Request Year** 2016

Passenger Elevator at City Hall

Recreation and Facilities

Division City Hall

Classification Facilities

Project Description

Replace the ropes on the passenger elevator.

Project Justification

The passenger elevator is approching the time when all of the cables need to be replaced. This is extensive work and would require the passenger elevator to be taken out of service during this process. This process happens rarely and most often the cables can be shortened and extend the life.

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
			$100,000	

Funding Source

Year	Other Funding	Requested Funding	City Mgr Recommended	Funding Type
2016		$100,000	$100,000	Borrowed
2017				
2018				
2019				
2020				
Total		$100,000	$100,000	

Other Funding Source Description

Operating Budget Impact

Project Title **ID** 141347 **Request Year** 2016

Lyman Moore Sports Complex

Recreation and Facilities

Division Athletic Facilities

Classification Parks, Fields, Trails

Project Description

Renovate old sports complex at Lyman Moore School.

Project Justification

Plan would call for baseball/Softball Fields to moved out to the corners of the complex allowing for more rectangle fields (soccer, football, field hockey etc) . Currently there is no drainage or irrigation making it difficult to maintain healthy turf grass. Old field designs limit use of the large area. Older baseball fields are very uneven and the field hockey field is constantly wet from poor drainage.

Improvements to this facility were recommended by the Athletic Facilities Task Force.

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
			$275,000	

Funding Source

Year	Other Funding	Requested Funding	City Mgr Recommended	Funding Type
2016		$275,000	$275,000	Borrowed
2017				
2018				
2019				
2020				
Total		$275,000	$275,000	

Other Funding Source Description

Operating Budget Impact

Project Title **ID** 141356 **Request Year** 2016

Ultra Violet Water Treatment System at Riverton Pool

Recreation and Facilities

Division Aquatics

Classification Facilities

Project Description

Installation of an ultra violet light supplemental treatment system for the Riverton Pool.

Project Justification

The installation of an ultra violet light supplemental treatment system will:
Reduce chlorine usage by a reported 2 ppm which lessens the chemical load on the pool and expose to swimmers.
Reduce / eliminate chloramines which are an irritant to swimmers and spectators
There have been air quality complaints from swimmers during the pools' most intense use

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
			$50,000	

Funding Source

Year	Other Funding	Requested Funding	City Mgr Recommended	Funding Type
2016		$50,000	$50,000	Borrowed
2017				
2018				
2019				
2020				
Total		$50,000	$50,000	

Other Funding Source Description

Operating Budget Impact

Reduce water heating and consumption by performing fewer backwashes of the filtration system
Reduce HVAC costs by bringing in less outside air seasonally

Project Title **ID** 141363 **Request Year** 2016

Bleachers at Ice Arena

Recreation and Facilities

Division Ice Arena

Classification Facilities

Project Description

To remove 30+ year old wooden bleachers and replace with new aluminum structure with plastic bench.

Project Justification

The current bleachers are 30+ years old. Ample code violations are present and are dangerous. In addition, the support brackets and structure show signs of wear more then half way through. I have contacted Hussy Seating and walked the bleachers. They have provided a cost estimate to repair them for 6890.00. They will guarantee a 5 yr with an annual maintenance contract.

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
		$100,000		

Funding Source

Year	Other Funding	Requested Funding	City Mgr Recommended	Funding Type
2016		$100,000	$100,000	Borrowed
2017				
2018				
2019				
2020				
Total		$100,000	$100,000	

Other Funding Source Description

Operating Budget Impact

Project Title **ID** 141775 **Request Year** 2016

Piles at Portland Ocean Terminal

Recreation and Facilities

Division Waterfront

Classification Marine (i.e., piers)

Project Description

FY15 Timber survey and structural assessment. Survey approximately 400 piles, chalks whales and cross bracing. Records indicate this was last done 10 years ago.

FY16 BLDG STRUCTURAL - Repair/replace 30 structural timber bents. Replace exterior 6' by 12" stringer and wood decking waterproof and add drip edge.

MSP WOODEN DOCK/ROADWAY - Remove existing rottened timber, repair pile caps, remove railroad track, replace minimum

Project Justification

BLDG STRUCTURAL - West side of building bents have rottened and most are salvagable at this time. The outside line of bents/piles carries the exterior wall and is need of repair.

A recent 15 yr lease has been signed with Shucks. Shucks will need to do some additional pile work to support a piece of their equipment. It would make good sense to do this work in conjunction with Shucks. Sink holes within this space is not going to be acceptable.

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
$30,000		$250,000		

Funding Source

Year	Other Funding	Requested Funding	City Mgr Recommended	Funding Type
2016		$280,000	$280,000	Borrowed
2017				
2018				
2019				
2020				
Total		$280,000	$280,000	

Other Funding Source Description

Operating Budget Impact

These businesses run 16-24 hrs daily. Any inconvience to that could be costly to the city.

Project Title **ID** 141788 **Request Year** 2016

Steel Piles at Ocean Gateway Pier

Recreation and Facilities

Division Waterfront

Classification Marine (i.e., piers)

Project Description

Steel Pier Maintenance

Project Justification

Approx. 900 piles are in need of grinding and having a coating applied to them. The top 6' of these piles are showing signs of rusting and decay. Maintaining these piles is adament due to their proximity of being located under the pier with no access to replace them.

If these piles fail, the repair would be to drive sheet pile and fill with concrete. I've been told from Tec Assoc this would be in the 5 million dollar range to replace piles with sheet pile.

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
		$1,500,000		

Funding Source

Year	Other Funding	Requested Funding	City Mgr Recommended	Funding Type
2016		$500,000	$100,000	Borrowed
2017		$500,000		
2018		$500,000		
2019				
2020				
Total		$1,500,000	$100,000	

Other Funding Source Description

Operating Budget Impact

Future pile replacement could average 15k each. Future ferry service will use this pier.

Project Title **ID** 152328 **Request Year** 2016

Compass Park Pier Stablization

Recreation and Facilities

Division Waterfront

Classification Marine (i.e., piers)

Project Description

Pier Stabilization

Project Justification

This pier got renovated approx 25yrs ago. Sway/ cross bracing, wales, chocks piles need replacing. With vehicle traffic on this pier this needs to be considered soon.

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
$30,000		$350,000		

Funding Source

Year	Other Funding	Requested Funding	City Mgr Recommended	Funding Type
2016		$30,000	$30,000	Borrowed
2017		$350,000		
2018				
2019				
2020				
Total		$380,000	$30,000	

Other Funding Source Description

Grant funds are available for the engineering as well as a portion of the construction costs.

Operating Budget Impact

Project Title **ID** 152490 **Request Year** 2016

Payson Park Softball Field "A" - Amenity and Field Upgrades

Recreation and Facilities

Division Athletic Facilities

Classification Parks, Fields, Trails

Project Description

The Office of Civil Rights through the U.S. Department of Education found Title IX issues with the field and through a deal with the Portland School System it was decided we need to make upgrades to the field, bleachers, locker rooms, storage and smaller items.

Project Justification

The City manager agreed to recommend this project for funding as part of an agreement with the Office of Civil Rights. (see attached letter)

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
$10,000		$390,000		

Funding Source

Year	Other Funding	Requested Funding	City Mgr Recommended	Funding Type
2015		$200,000		
2016		$200,000	$200,000	Borrowed
2017				
2018				
2019				
2020				
Total		$400,000	$200,000	

Other Funding Source Description

Operating Budget Impact

Project Title **ID** 152491 **Request Year** 2016

Golf Course Rehabilitiation

Recreation and Facilities

Division Golf Course

Classification Parks, Fields, Trails

Project Description

Assess current course conditions, engineer improvements, and formulate a 5-10 year capital improvement plan, to address the need for leveling and relocation of tees, the construction/relocation of forward tees, the leveling of uneven fairways, location of cart paths, and addressing drainage issues.

Project Justification

Tees are in their original shape and form and many are uneven. Some tees need to be realigned and new forward tees need to be constructed. The course is built on heavy clay soils and poor drainage has been a significant ongoing issue. Much of the drainage system has failed. Over the years there has been significant heaving with frost/thaw cycle which has created an uneven surface on fairways. Wet conditions impact turf health, and disrupt play and daily maintenance. A significant factor in developing the master plan will be the efficient maintenance of the course.

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
$50,000		$450,000		

Funding Source

Year	Other Funding	Requested Funding	City Mgr Recommended	Funding Type
2016		$100,000	$100,000	Borrowed
2017		$100,000		
2018		$100,000		
2019		$100,000		
2020		$100,000		
Total		$500,000	$100,000	

Other Funding Source Description

Operating Budget Impact

Improved drainage will help maintain turf health, which in turn helps minimize the use of water and pesticides. Addressing wet conditions, bumpy fairways and cart path issues should also increase play.

Project Title **ID** 141621 **Request Year** 2016

Windows at Deering High School

School Department

Division School Maintenance

Classification Facilities

Project Description

Replace double hung windows with single hung

Project Justification

Current windows have gaps and are unsafe. These widows are large and heavy. There inefficient most have been screwed shut due to them being blown open. The mechanisms that secure them have failed. A double pane single hung window resolves these matters.

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
		$500,000		

Funding Source

Year	Other Funding	Requested Funding	City Mgr Recommended	Funding Type
2016		$500,000	$500,000	Borrowed
2017				
2018				
2019				
2020				
Total		$500,000	$500,000	

Other Funding Source Description

Operating Budget Impact

Reduces utility costs and injuries.

Project Title **ID** 152268 **Request Year** 2015

PATHS Paving

School Department

Division School Maintenance

Classification Streets

Project Description

Repair roadway and parking lots

Project Justification

Roadway is breaking up, parking lots have many sink holes and tripping hazards

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
		$500,000		

Funding Source

Year	Other Funding	Requested Funding	City Mgr Recommended	Funding Type
2015				
2016		$500,000	$500,000	Borrowed
2017				
2018				
2019				
Total		$500,000	$500,000	

Other Funding Source Description

Operating Budget Impact

Project Title **ID** 163137 **Request Year** 2016

Replace Fire Alarm Syatem at Portland High School

School Department

Division School Maintenance

Classification Facilities

Project Description

The current equipment is no longer being manufactured. A panel failed recently and the only source was ebay. The system is obsolete and must be replaced with equipment that meets building codes.

Project Justification

This is a Life Safety issue.

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
			$150,000	

Funding Source

Year	Other Funding	Requested Funding	City Mgr Recommended	Funding Type
2016		$150,000	$150,000	Borrowed
2017				
2018				
2019				
2020				
Total		$150,000	$150,000	

Other Funding Source Description

Operating Budget Impact

None

Project Title **ID** 163138 **Request Year** 2016

Remove Oil Tanks at Various School Buildings

School Department

Division School Maintenance

Classification Facilities

Project Description

There are 8 underground fuel tanks which need to be removed

Project Justification

The fuel tanks are beyond their State mandated removal date.

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
		$250,000		

Funding Source

Year	Other Funding	Requested Funding	City Mgr Recommended	Funding Type
2016		$250,000	$100,000	Borrowed
2017				
2018				
2019				
2020				
Total		$250,000	$100,000	

Other Funding Source Description

Operating Budget Impact

Avoidance of potential fines

Project Title **ID** 141052 **Request Year** 2016

Stormwater Storage and Filtration Systems at Sagamore Village

Sewer Fund

Division Stormwater

Classification Wastewater

Project Description

Install two underground storage and filtration systems and associated diversion structures in the vicinity of Sagamore Village.

Project Justification

This project is a recommendation of the Capisic Brook Watershed Management Plan. The two storage and filtration systems would treat stormwater runoff from a drainage area of 42 AC of mainly residential property (housing, lawns, streets, & driveways). The drainage area is about 40% impervious, far exceeding the 11% threshold for a healthy watershed. The Maine Dept of Environmental Protection has determined that Capisic Brook does not meet its designated water quality classification (Class C). The City, under the Clean Water Act, is obligated to take steps to restore water quality in this Urban Impaired Stream (UIS) watershed. The Capisic Brook Watershed Management Plan was funded in large part by the US EPA and Maine DEP to help the City chart a path for restoring water quality in the brook.

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
$120,000		$1,246,060		

Funding Source

Year	Other Funding	Requested Funding	City Mgr Recommended	Funding Type
2016		$120,000	$120,000	Borrowed
2017		$1,246,060		
2018				
2019				
2020				
Total		$1,366,060	$120,000	

Other Funding Source Description

Operating Budget Impact

Project Title **ID** 141793 **Request Year** 2016

CMOM - Sewer System Renewal

Sewer Fund

Division Sewer

Classification Wastewater

Project Description

Project involves engineering and construction of replacement/upgrades of priority sanitary sewers throughout the City's sewer network of over 200 miles of sewer lines, that require replacement, relining or upgrade as recommended by the outside consulting report on condition assessment of the sewer infrastructure.
FY16 projects currently planned but may be revised due to approved funding amounts are as follows:
1. Fore St - India to Mountfort. Sewer and Storm Replacement/Installation due to SSO's, sags, cracks and roots. PWD planning on doing water renewal as well.
2. India St - Commercial to Fore St Sewer and Storm Replacement/Installation due to SSO's, sags, cracks and roots. PWD

Project Justification

The City of Portland has an aging sewer infrastructure with some sewer lines reaching over 100 years in age. While we have highly invested in upgrading and eliminating CSO's, funding in past several years has been limited to support a basic service level for sewer cleaning and repairs, less preventive and more emergency response to sewer line needs. This has resulted in the occassional sewer line backups or collapses that need to be upgraded or replaced. As a result of staff reports to the Department of Environmental Protection (DEP),on dry weather and wet weather sanitary sewer overflows, (SSO's), EPA issued an Administrative Order on September 27, 2012 due the Agencies view that the City violated the Clean Water Act and is subject to penalities and further mandates. See Attached. The mandates require that the City enter into a CMOM program. CMOM stands for Capacity, Management, Operations, and Maintenance Assessment. The program follows a 2012-2013 condition

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
$650,000		$5,850,000		

Funding Source

Year	Other Funding	Requested Funding	City Mgr Recommended	Funding Type
2014		$1,000,000	$1,000,000	
2015		$1,100,000	$1,100,000	
2016		$1,100,000	$1,100,000	Borrowed
2017		$1,100,000		
2018		$1,100,000		
2019		$1,100,000		
2020				
Total		$6,500,000	$3,200,000	

Other Funding Source Description

Operating Budget Impact

Staff is anticipating that as a result of an enhanced sewer preventive maintenance program and regular preventive maintenance, the Department will avoid unanticipated sewer line collapses that can cost anywhere from $40,000-$250,000 depending upon

Project Title **ID** 141794 **Request Year** 2016

Neighborhood Stormwater Drainage

Sewer Fund

Division Stormwater

Classification Streets

Project Description

The project would involve the design and construction of added storm drainage piping, catch basins and other improvements addressing neighborhood street and property flooding issues. Project funds would be used within public rights of way, and within private property affecting public right of way, where existing drainage systems are inadequate.

Project Justification

The project funds would address on going complaints about drainage system deficiences within the City's storm drainage system and addresses neighborhood issues that the Department receives request to correct from residents, City Councilors and or staff. The proposed storm water utility program if adopted would fund improvements and system corrections on a sustained basis.

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
		$1,000,000		

Funding Source

Year	Other Funding	Requested Funding	City Mgr Recommended	Funding Type
2019		$200,000		
2020		$200,000		
2016		$200,000	$200,000	Capital
2017		$200,000		
2018		$200,000		
Total		$1,000,000	$200,000	

Other Funding Source Description

Operating Budget Impact

Project Title **ID** 152329 **Request Year** 2016

Gravel Wetland Stormwater Treatment System in the Capisic Brook Watershed

Sewer Fund

Division Stormwater

Classification Wastewater

Project Description

This project was developed under the Capisic Brook Watershed Management Plan and is designed to provide stormwater treatment and stream flow management for about 48 AC of impervious area within the north tributary catchment area of Capisic Brook. The project would consist of a series of gravel wetland treatment cells adjacent Capisic Brook on undeveloped land just north of Warren Avenue. Gravel wetlands are known to provide exceptional water quality treatment including nutrient (ie.: Nitrogen) removal. The "gravel wetlands park" concept provides the opportunity to create a stormwater treatment system and educational/recreational amenity, since it would be located near exiting open space currently enjoyed by Portland residents and the Portland Trails network. The project is divided into two steps, the first being land acquisition and

Project Justification

Capisic Brook does not meet State water quality standards and has been designated as an Urban Impaired Stream. Citing the link between developed land (i.e.: impervious area) and water quality impairment, the State developed an Impervious Cover TMDL for Capisic Brook that sets targets for reducing the impacts of stormwater runoff from developed areas. Under the Clean Water Act the City is required to develop and implement a plan for mitigating the impacts of stormwater runoff and restoring water quality in the brook. The Capisic Brook Watershed Management Plan was approved by the Maine Department of Environmental Protection and adopted by the City in December of 2012. This project, recommended in the Watershed Management Plan, is designed to improve water quality in the brook and manage stream flow in the upper portion of the watershed, which will benefit the entire watershed. Construction of this project, as part of the overall implementation of the

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
$175,000	$1,000,000	$2,000,000		

Funding Source

Year	Other Funding	Requested Funding	City Mgr Recommended	Funding Type
2015		$1,000,000	$1,000,000	
2016		$175,000	$175,000	Borrowed
2017		$2,000,000		
2018				
2019				
2020				
Total		$3,175,000	$1,175,000	

Other Funding Source Description

Operating Budget Impact

As with all stormwater management systems, once constructed there will be ongoing maintenance requirements and costs.

Project Title **ID** 152461 **Request Year** 2016

CMOM - Pump Station Rehabilitation

Sewer Fund

Division Sewer

Classification Stationary Equipment

Project Description

The following projects were recommended to be done in FY16 .
Curtis Pump Station Engineering
Curtis Gravity Sewer Engineering
Riverton Replacement with Submersible Pump Station
Castine Replacement of Security Fence
Scata and Hardware Updates
Flowmeters at Pump Stations

Project Justification

Recommendations in the CMOM report which was done by Woodard and Curran.
Also from the I & I Study

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
$450,000		$4,010,000		

Funding Source

Year	Other Funding	Requested Funding	City Mgr Recommended	Funding Type
2015		$682,000	$680,000	
2016		$670,000	$670,000	Borrowed
2017		$1,100,000		
2018		$670,000		
2019		$670,000		
2020		$670,000		
Total		$4,462,000	$1,350,000	

Other Funding Source Description

Operating Budget Impact

Project Title **ID** 162997 **Request Year** 2016

Wastewater Server

Sewer Fund

Division Sewer

Classification Equipment

Project Description

Project involves the purchase of a server to store all NASSCO certified CCTV inspection video footage, images and related reports.

In order to achieve compliance, 10 - 20TB of additional server space will be required. To comply with internal policies and be sure that we have a recovery strategy, MIS will need to expand their backup server as well.

Project Justification

CCTV work is a major component of our CMOM program. As part of the March 4, 2014 communication the EPA it was federally mandated that the City, beginning July 1, 2014, perform annual Closed Circuit Television ("CCTV") assessment of at least 6% of the collection system and manholes using the National Association of Sewer System Companies ("NASSCO") procedures by NASSCO Pipeline Assessment Certification Program ("PACP") and Manhole Assessment Certification Program ("MACP") certified personnel. It also requires that the data be integrated with the City's CMMS.

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
			$50,000	

Funding Source

Year	Other Funding	Requested Funding	City Mgr Recommended	Funding Type
2016		$50,000	$50,000	Capital
2017				
2018				
2019				
2020				
Total		$50,000	$50,000	

Other Funding Source Description

Operating Budget Impact

Project Title **ID** 163053 **Request Year** 2016

Water Resource Relocation

Sewer Fund

Division Sewer

Classification Facilities

Project Description

Relocate the water resource division and equipment from 55 Portland Street.

Project Justification

The water resource division currently does not have enough space to house all of the personel, equipment, and materials necessary to perform their duties when located at 55 Portland Street. Currently the equipment and materials are scattered at differenent locations throughout the city and not in one central location. This creates loss of time for transportation to and from office and job sites. The division will also be acquiring additional personel and equipment within the next year with little space to put them. The equipment needs to be located in an enclosed and covered secure location. Current availablity at 55 Portland Street does not allow this.

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
$250,000				

Funding Source

Year	Other Funding	Requested Funding	City Mgr Recommended	Funding Type
2016		$250,000	$250,000	Borrowed
2017				
2018				
2019				
2020				
Total		$250,000	$250,000	

Other Funding Source Description

Operating Budget Impact

Project Title **ID** 163054 **Request Year** 2016

Rowe Avenue Sewer Separation

Sewer Fund

Division Sewer

Classification Wastewater

Project Description

Currently Rowe Avenue is a combined sewer system. This project will install a separated storm system to remove a wetland and street water which currently drains into the sewer system. The exiting sewer system is under capicity and has a CSO associated with it.

Project Justification

DPS has identified a private wetland directly upstream of CSO 39 (Rowe Street). As there is only a combined sewer in the area the wetland has an immediate impact to the downstream CSO . In 2014 this CSO accounted for 3.09% of the city total (5.94 million gallons). This CSO does not fall under the Tier III CSO efforts and DPS feels it would have an immediate mitigation to the volumes experienced at this location.

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
		$210,000		

Funding Source

Year	Other Funding	Requested Funding	City Mgr Recommended	Funding Type
2016		$210,000	$210,000	Borrowed
2017				
2018				
2019				
2020				
Total		$210,000	$210,000	

Other Funding Source Description

Operating Budget Impact

Project Title **ID** 163129 **Request Year** 2016

Greenleaf Street Stormwater Facilities

Sewer Fund

Division Stormwater

Classification Wastewater

Project Description

The objective of the project is to build a new storm drain system, including green infrastructure, in Greenleaf Street between Everett Street and Madison Street. The new storm drain system would be built in conjunction with a street reconstruction project, which might be funded from other sources (CDBG Program application submitted).

Project Justification

Greenleaf Street between Everett Street and Madison Street has been closed to through vehicular traffic. This block of Greenleaf Street has been essentially abandoned as a City Street. The public infrastructure in this block has deteriorated, and the street has become an eyesore. The project application to reconstruct Greenleaf Street stems from an initiative by neighborhood residents and the East Bayside Neighborhood Organization, which seek to rebuild the street and convert it into an attractive public space that enhances the neighborhood. This block of Greenleaf currently has no stormwater drainage facilities. The new stormwater drainage facilities will be required as part of the reconstruction project to meet current street standards. Current City policies encourage the use of green infrastructure.

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
		$303,000		

Funding Source

Year	Other Funding	Requested Funding	City Mgr Recommended	Funding Type
2016	$218,000	$85,000	$85,000	Capital
2017				
2018				
2019				
2020				
Total	$218,000	$85,000	$85,000	

Other Funding Source Description

$218,000 are being sought through a CDBG fund request submitted in November 2014. Work by City staff on the project would be funded through the operating budget; the estimated value of this work is $46,000.

Operating Budget Impact

Project Title **ID** 14988 **Request Year** 2016

Bucket Truck Replacement - Forestry 5098

Vehicle Maintenance

Division Public Services

Classification Vehicles

Project Description

Bucket truck for Forestry

Project Justification

Current unit is a model year 1998 and is used for tree trimming and removal by Forestry. Safe operation of the bucket truck is imperative and a new unit should be purchased to replace this aging unit. A new unit will decrease down time and maintenance costs.

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
			$220,000	

Funding Source

Year	Other Funding	Requested Funding	City Mgr Recommended	Funding Type
2016		$220,000	$220,000	Borrowed
2017				
2018				
2019				
2020				
Total		$220,000	$220,000	

Other Funding Source Description

Operating Budget Impact

Cost Estimate
Altec aerial truck - $205,000

Project Title **ID** 141056 **Request Year** 2016

Street Sweepers Replacement

Vehicle Maintenance

Division Sewer Fund

Classification Vehicles

Project Description

Must replace 1 street sweeper per year to maintain the fleet

Project Justification

scheduled replacements

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
			$1,275,000	

Funding Source

Year	Other Funding	Requested Funding	City Mgr Recommended	Funding Type
2015		$175,000	$175,000	
2016		$175,000	$175,000	Borrowed
2017		$175,000		
2018		$235,000		
2019		$175,000		
2014		$165,000	$165,000	
2020		$175,000		
Total		$1,275,000	$515,000	

Other Funding Source Description

Operating Budget Impact

Decreased maintenance costs

Project Title **ID** 141064 **Request Year** 2016

Dump Truck Replacement - Sewer 3110

Vehicle Maintenance

Division Sewer Fund

Classification Vehicles

Project Description

Single axle, 6 yard dump with plow, sander, and calcium system

Project Justification

Current unit is a model year 2000. A new unit will decrease down time and maintenance cost.

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
			$165,000	

Funding Source

Year	Other Funding	Requested Funding	City Mgr Recommended	Funding Type
2016		$165,000	$165,000	Borrowed
2017				
2018				
2019				
2020				
Total		$165,000	$165,000	

Other Funding Source Description

Operating Budget Impact

Cost Estimate - based on prior purchase of comperable dump truck

Project Title **ID** 141106 **Request Year** 2016

Ladder 1 Replacement - Fire

Vehicle Maintenance

Division Fire Department

Classification Vehicles

Project Description

Replace Ladder 1 vehicle which is a 1993 Pierce articulating boom.

Project Justification

This is scheduled replacement of a 1993 vehicle. Vehicle is within range of 20year replacement and maintenancce issues continue with an aging hydraulic system. This vehicle is an aerial device and requires dependability for firefighter and civilian safety.

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
			$1,300,000	

Funding Source

Year	Other Funding	Requested Funding	City Mgr Recommended	Funding Type
2016		$1,300,000	$1,300,000	Borrowed
2017				
2018				
2019				
2020				
Total		$1,300,000	$1,300,000	

Other Funding Source Description

Operating Budget Impact

Project Title **ID** 141201 **Request Year** 2016

Dump Truck Replacement - Public Services 3112

Vehicle Maintenance

Division Sewer Fund

Classification Vehicles

Project Description

2000, 35000 gvw dump w/ plow, sander, calcium

Project Justification

scheduled replacement

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
			$165,000	

Funding Source

Year	Other Funding	Requested Funding	City Mgr Recommended	Funding Type
2016		$165,000	$165,000	Borrowed
2017				
2018				
2019				
2020				
Total		$165,000	$165,000	

Other Funding Source Description

Operating Budget Impact

Project Title **ID** 141257 **Request Year** 2016

3/4 Ton Extended Cab Pickup Replacement - Sewer 2513

Vehicle Maintenance

Division Sewer Fund

Classification Vehicles

Project Description

2006 3/4 ton pickup / sewer maintenance supervisor

Project Justification

scheduled replacement

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
			$38,000	

Funding Source

Year	Other Funding	Requested Funding	City Mgr Recommended	Funding Type
2016		$38,000	$38,000	Capital
2017				
2018				
2019				
2020				
Total		$38,000	$38,000	

Other Funding Source Description

Operating Budget Impact

Project Title **ID** 141803 **Request Year** 2016

Medcu Ambulance Replacement - Fire

Vehicle Maintenance

Division Fire Department

Classification Vehicles

Project Description

Replace Medcu

Project Justification

Cost Estimate:
GM4500 Van and Box - $215,000
Battery upgrade - $500
IPD suspension - $1,500
Inverter Alarm - $500
Radio Equip - $23,500
Headsets - $2,000
Stretcher - $14,000

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
			$2,305,000	

Funding Source

Year	Other Funding	Requested Funding	City Mgr Recommended	Funding Type
2013		$225,000	$225,000	
2014		$225,000	$225,000	
2015		$265,000	$265,000	
2016		$265,000	$265,000	Borrowed
2017		$265,000		
2018		$530,000		
2019		$265,000		
2020		$265,000		
Total		$2,305,000	$980,000	

Other Funding Source Description

Operating Budget Impact

Project Title **ID** 141804 **Request Year** 2016

Police Cruisers (7) Replacement - Police

Vehicle Maintenance

Division Police Department

Classification Vehicles

Project Description

Yearly replacement of 7 marked police cruisers @$38,000 each ($25,000 each plus upfit of $7,000 and Watchguard unit of $6,000). Note that Toughbook for each vehicle is not included in the upfit price.

Project Justification

DPW recommends yearly replacement of 7 marked police cruisers. DPW goal is to have no vehicle in fleet > 100K miles. Vehicles with higher mileage require costly DPW repairs in order to stay in service. Older patrol vehicles under 100K miles will continue to be recycled as spares or rolled into CID fleet. By using 100K miles as a disposal guideline, City will recognize increased sales/trade-in of inventory vehicles. Watchguard units will need to be replaced throughout the vehicle cycle until all old units are transitioned out. Separate CIP funding request for entire Watchguard system would remove that piece from the vehicle upfit costs.

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
			$1,860,000	

Funding Source

Year	Other Funding	Requested Funding	City Mgr Recommended	Funding Type
2014		$266,000	$265,000	
2015		$266,000	$265,000	
2016		$266,000	$160,000	Borrowed
2017		$266,000		
2018		$266,000		
2019		$266,000		
2020		$266,000		
Total		$1,862,000	$690,000	

Other Funding Source Description

Operating Budget Impact

Reduced fuel consumption by replacing 8 cylinder Crown Victoria with 6 cylinder Ford Police Interceptor

Project Title **ID** 162999 **Request Year** 2016

Add CCTV Truck

Vehicle Maintenance

Division Sewer Fund

Classification Vehicle - New (Not Replacement)

Project Description

Water Resources is proposing the purchase of a production oriented closed circuit television truck which will have digital side scan technology and software in order to do Pipe and MH Assessment Certification rating.

Project Justification

In response to our recent EPA Compliance Directive, Water Resources is proposing the purchase of a production oriented closed circuit television truck. Beginning in the current fiscal year, Water Resources will be required to televise 6% of Portland's combined and sanitary sewage systems. All of the televised footage will require NASCCO rating before uploading into our Cityworks CMMS system. Unlike our existing camera unit, the new CCTV unit will incorporate digital side scan technology to provide clear and concise imagery of our underground infrastructure. Once field TV data is collected it will be post processed such that each televised pipe segment will be rated to NASSCO PACP (Pipe Assessment Certification Program) standards and uploaded to our CMMS system as required by our EPA Compliance Directive. TV truck operations staff will be trained and certified to apply NASSCO standards to all of our televised infrastructure. The new CCTV truck will also have the capability to

5 Year Cost Summary

Planning	Land	Construction	Equipment	Est Total Cost
			$415,000	

Funding Source

Year	Other Funding	Requested Funding	City Mgr Recommended	Funding Type
2016		$415,000	$415,000	Borrowed
2017				
2018				
2019				
2020				
Total		$415,000	$415,000	

Other Funding Source Description

Operating Budget Impact