Order 265-18/19
Passage: 9-0 on 6/17/2019 Effective 6/27/2019

ETHAN K. STRIMLING (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
BRIAN E. BATSON (3)
JUSTIN COSTA (4)

CITY OF PORTLAND
IN THE CITY COUNCIL

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

ORDER APPROVING THE AGREEMENT BETWEEN THE CITY OF PORTLAND AND PORTLAND DOWNTOWN

ORDERED, that the Agreement between the City of Portland and the Downtown Improvement District, Inc. doing business as Portland Downtown is hereby approved; and

BE IT FURTHER ORDERED, that the City Manager is hereby authorized to enter into said Agreement in substantially in the form attached, and any other documents necessary to effect the intent of this order, to carry out the Development Plan for the Downtown Improvement District, Inc. for the period from and after July 1, 2019 and ending June 30, 2020.

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

AGREEMENT made this ____ day of June, 2019, by and between the **CITY OF PORTLAND**, a municipal corporation of the State of Maine, (the "**City**") and **DOWNTOWN IMPROVEMENT DISTRICT, INC., d/b/a PORTLAND DOWNTOWN**, a Maine non-profit corporation, having its office and place of business at Portland, Maine ("**Portland Downtown**" or "**PD")**.

WHEREAS, by Council Orders 306-91/92 dated March 16, 1992, 185-94/95 dated February 22, 1995, 158-03/04 dated March 1, 2004, and 242-18/19 dated June 18, 2018, the City has approved an economic development district designated as the "Downtown Improvement District" (hereinafter, the "District"), a description and map of which are attached hereto as Exhibits A and B respectively and incorporated herein; and

WHEREAS, in 1992 the private sector formed an independent, non-profit corporation that has since managed Portland Downtown in fulfilling its mission, which includes, in part, the administration of the provision of supplemental services to the District, as described herein; and

WHEREAS, Portland Downtown is in need of services within the District which supplement the baseline services provided by the City ("Supplemental Services") and the City is willing to provide Supplemental Services pursuant to the terms and conditions set forth in this Agreement.

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

ARTICLE I. Term

a. The term of this Agreement shall commence on July 1, 2019 and expire on June 30, 2020 (the "Term").

ARTICLE II. Financial Considerations

a. The City will levy development district assessments ("Development District Assessments") on property in the District as authorized by the City Council and permitted by law. City-owned property, as well as property which is tax exempt under Maine law, shall not be assessed by the City.

b. For the period commencing July 1, 2019 and ending June 30, 2020 the City will pay Portland Downtown in monthly installments, to reflect the Development District Assessments collected by the City net of the all-inclusive administrative fee defined below. Installment payments will be made on the 1st of each month beginning July 2019 through and including June 1, 2020. Portland Downtown agrees to an all-inclusive administrative fee, defined as direct and indirect costs, of Nine Thousand Six Hundred Fifty Dollars ($9,650.00). In addition, the City is entitled to withhold an estimate of uncollected development district assessments from payment to Portland Downtown. The estimate will be provided to Portland Downtown by _____(month/day). Any difference between estimated and actual uncollected Development District Assessments will be trued up in the next fiscal year pursuant to subsection c below.

c. In addition to the foregoing, the City will pay in a lump sum, within thirty (30) days from the close of the fiscal year, any amount assessed in a prior year, but collected in a subsequent year. Said payment by City shall be in the amount of the net assessment collected as provided herein, less any amounts remaining to be reimbursed under a prior year Agreement with the City, and considering any prior payments made as per Section b. City will provide Portland Downtown with written detail as to any deductions taken from payments under this paragraph.

d. Notwithstanding the foregoing, Portland Downtown agrees that it will neither encumber funds which it anticipates receiving from development district assessments nor incur expenditures in anticipation of receipt of such funds except in accord with the line items in the budget attached hereto as Exhibit C, or any subsequent amendments thereto approved by the City.

e. Portland Downtown has approved Portland Downtown's budget and Development Program in Exhibit C, covering the period beginning on July 1, 2019, and ending on June 30, 2020, and the City Council has approved the special assessment mil rate that provides funding to support the Portland Downtown’s budget and Development Program.

f. Portland Downtown will provide the Director of Finance with an annual certified financial statement, including, but not limited to, a statement of its cash position. At a minimum, the statement shall list all income and expenses, and shall be provided to the Finance Director within six (6) months after the fiscal year ends.

g. Portland Downtown shall have reasonable access to the City's assessment collection records, and the City shall have reasonable access to the Portland Downtown's books and records.

Article III. Baseline Services To be Provided By City

a. The City will provide, at no expense to Portland Downtown, all of the services included on the list entitled Baseline City Services that is attached hereto as Exhibit D and made a part hereof (the "Baseline City Services"). The specific nature and amount of such Baseline City Services shall be determined in the City's reasonable discretion.

b. The City may reduce the Baseline City Services in its discretion at any time, but only as part of a City-wide reduction in such services.

Article IV. Supplemental Downtown District Services To Be Provided By City For A Fee

a. The City will provide all of the services included on the list entitled Supplemental Downtown District Services that is attached hereto as Exhibit E and made a part hereof. In consideration of the City's provision of the Supplemental Downtown District Services, Portland Downtown shall pay the City the total amount set forth in Exhibit F, Public Works Budget, in 12 equal monthly installments during the term of this Agreement.

b. The City shall endeavor to assign the following City staff (the "City Downtown Staff") to perform the Supplemental Downtown District Services:

   1 Public Works Supervisor – Daytime, 52 Weeks.
   1 Portland Downtown Steward – Daytime, 52 Weeks
   3 Maintenance Workers – 2 Daytime and 1 Overnight, 52 Weeks
   3 Seasonal Laborers, 2 in Summer and 1 in the Winter – Days

   The City Downtown Staff shall either be employees of or contractors for the City and shall not be considered to be employees of Portland Downtown. The City reserves the right to increase or decrease the number of City Downtown Staff and to change their hours and schedules if it determines that such increase or decrease is in the City's bests interests, provided that any decrease in such staff shall not result in a material decrease in the Supplemental Downtown District Services.

c. The City's Public Works Director and/or designee (the "City Director") and Portland Downtown's Executive Director and/or designee (the "PD Director") agree to meet and communicate on a monthly basis with meeting agendas to ensure quality control in service delivery is meeting expectations and to share updated information on service activities, programs and projects.

d. Portland Downtown and City Manager will meet annually to discuss prioritization of larger projects within the District generally included in baseline services or CIP and managed by other City teams or departments. These include, but are not limited to, major sidewalk repairs, tree well rehabilitation, landscape installations and other reconstruction projects.

e. In the event Portland Downtown requests services from City in addition to those included herein, City shall have the option, in its sole discretion, to provide such services

with payment to be made by Portland Downtown for any such services on a time and materials basis, or such other basis as the parties may agree in writing. The budget for additional services must be agreed to in advance by the parties. "Time" as used herein shall mean all of the City's employee costs, i.e. hourly wages or salary, and “materials" as used herein shall mean the actual cost to the City of equipment, materials and/or supplies provided or used in connection with such services, with no additional markup. In such cases the City shall provide a detailed and itemized invoice of the individuals providing the service, the time spent by the individuals and the volume and unit cost of materials expended.

f. It is understood and agreed by the parties that City will adopt an expenditure budget, Exhibit F, which shall be provided to Portland Downtown for preliminary review no later than March 15, 2020, and which will include the cost of the Supplemental Downtown District Services, and that the City will adopt a revenue budget that will provide for the reimbursement of such costs by Portland Downtown as provided hereunder. In the event that either Portland Downtown or the City anticipates that there will be insufficient revenues to pay for such Supplemental Downtown District Services, said party will notify the other party of the anticipated shortfall, and the parties agree to meet promptly and confer to modify the level of Supplemental Downtown District Services that the City is able to provide. It shall be the responsibility of PD to notify City as soon as reasonably possible if such Supplemental Downtown District Services need to be modified or adjusted for anticipated revenue shortfalls or modifications. In the event of a revenue shortfall, the City will have no obligation to provide Supplemental Downtown District Services in excess of PD funds available to reimburse City. The City will have the right, but not the obligation, to continue to provide such Supplemental Downtown District Services to the extent provided in the City budget even in the event of a revenue shortfall. The parties agree to memorialize in writing any changes in the monthly payments due under this Agreement.

g. In addition to any required City work uniforms, City Downtown Staff will wear vests already purchased by the City, which include the Portland Downtown logo.

h. Prior to any discussion of modifying, adjusting or terminating this Agreement, Portland Downtown shall invite the City Manager or his designee to a meeting of the Board to discuss such contemplated modification, adjustment or termination.

Article V. Services To Be Provided By Portland Downtown.

a. Except for the Supplemental Services, which shall be provided by the City and paid for by Portland Downtown in accordance with Article IV, Portland Downtown, shall provide the services described in Exhibit C, Portland Downtown’s Budget and Development Plan.
b. In addition to the services described in Exhibit C, Portland Downtown may, at its own expense:

    i. Provide staff and administrative services for supervision of the daily activities and public space management of the District.

ii. Establish positions for administration and management of its programs; recruit, hire, and pay and otherwise supervise its work force necessary to implement this charge.
iii. Establish a corporate Board of Directors whose members fairly represent a cross section of taxpayers in the District.
iv. Establish a mechanism for resolving any dispute to the kind and level of services which may arise between Portland Downtown and persons subject to development district assessments regarding the kind and level of services provided by Portland Downtown. As such time, a dispute cannot be resolved the City Manager will be notified.
v. Provide liaison between the City, the District, property owners, civic groups, interested persons, and other groups and individuals, as necessary to carry out the mission of the Portland Downtown.
vi. Maintain all minutes and records of Portland Downtown proceedings as may be required.
vii. Participate in decoration and beautification of public places in the District.
viii. Sponsor and promote public events to take place on or in public places in the District, subject to the provisions in Exhibit E.
ix. Provide advice or feedback to City staff about proposed events in public spacec within the District.
x. Advertise and promote non-profit, cultural, educational and commercial business activities in the District.
xi. Maintain existing pedestrian way finding signage for the District in accordance with applicable City codes and ordinances.
xii. Conduct public relations, generating favorable publicity for, and enhancing economic growth in, the District.
xiii. Manage Visitor Information Booth in Tommy's Park.
xiv. Wash, maintain and relocate street furniture, trash cans, street lanterns, and undertake minor repairs to street furniture.
xv. Engage in partnerships with other organizations to provide programs and services.
xvi. Install pole banners in the District, provided that Portland Downtown shall obtain the consent of the City's Director of Parks, Recreation and Facilities, or his or her designee, prior to the installation of any banners.
xvii. Monitor performance of City Downtown Staff through specific PD access to "See, Click, Fix" software. PD may also track and evaluate outcomes to ensure alignment with this Agreement. Data will be reported to the City's Director of Public Works by PD's staff during the monthly meeting as designated in Article IV, Section c.

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

ARTICLE VI. Termination.

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

b. If Portland Downtown should fail to perform any material covenant, obligation or agreement hereunder for a period of thirty (30) days after written notice from the City Manager specifying such failure, then, upon expiration of the thirty (30) day period, the City Manager may provide Portland Downtown with notice of his intention to terminate the Agreement as provided herein. Portland Downtown shall have a ninety (90) day period, computed from the date of receipt of the notice of intent to terminate, within which to provide satisfactory service. In the event the City Manager should determine, at the expiration of the ninety (90) day period, that Portland Downtown's performance is still unsatisfactory and declare that the Agreement is terminated, the City Manager shall provide Portland Downtown with a written notice of termination. Portland Downtown shall have the right to appeal his decision to the City Council. PD shall file such appeal with the City Manager within seven (7) business days from the date Portland Downtown receives the notice of termination. The terms and conditions of this Agreement shall remain in full force and effect and binding on both parties until the City Council has acted on the appeal.

c. Portland Downtown shall be deemed to have good cause to terminate this Agreement if (i) the City, pursuant to the provisions of Article II, should reduce its anticipated payments by more than 20% of the amount it would otherwise have paid during the periods from July 1, 2019 to December 31, 2019, and January 1, 2020 to June 30, 2020; (ii) if the City should be more than 30 days in arrears in any payment due hereunder; or (iii) the City should fail to provide the Supplemental Downtown District Services in a material and substantial way. In the event Portland Downtown should have "good cause" to terminate this Agreement, its relief shall be limited solely to termination of this Agreement, and it shall not be entitled to damages of any kind nor to equitable relief.

d. Nothing herein shall be construed as giving Portland Downtown the right to perform the work contemplated under this Agreement beyond the time when Portland Downtown's services become unsatisfactory as determined by the City Manager, following the ninety (90) day notice period, or, in the event of an appeal, beyond the time the City Council has affirmed the City Manager's decision. In case Portland Downtown should be discharged before all the services contemplated hereunder have been completed, or the services for any reason should be stopped, either because of the expiration of the term hereof or because of the inability of Portland Downtown to fulfill its obligations under this Agreement, Portland Downtown shall be reimbursed for all services satisfactorily performed to the date of termination in accordance with Article II hereof. After notice of termination and completion of the appeal process, Portland Downtown shall:

1. With respect to existing activities, take only such actions as the City Manager shall direct;
2. Upon City's request, assign to the City in the manner, at the times and only to the extent the City, acting by and through its City Manager, may direct it to do so, all the rights, title and interest of Portland Downtown in and to all existing orders and agreements.
3. To the extent rights, title and interests of Portland Downtown in and to existing orders and agreements may be assigned to the City and accepted by it; obligations incurred on or after such assignment will be assumed by the City. Otherwise, Portland Downtown shall settle all outstanding liabilities and all claims arising out of any terminated orders or agreements.
4. Deliver to the City, in the manner, at the times and to the extent directed by the City Manager, all documents and data produced by Portland Downtown as part of or in connection with the work.

e. Either party may terminate or modify this Agreement in the event of a budget shortfall upon no less than Sixty (60) days prior written notice to the other party.

f. In the event Supplemental Downtown District Services are terminated for any reason by either party, it shall be in City's discretion as to whether it will continue or resume providing such Supplemental Downtown District Services.

ARTICLE VII. Assignment

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

ARTICLE VIII. Performance of Services

All services performed under this Agreement shall be performed in a good, workmanlike fashion.

ARTICLE IX. Compliance with Law

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

ARTICLE X. Indemnification

a. Portland Downtown shall, at its own cost and expense, defend, indemnify, and hold harmless the City, its officers, agents, and employees, from and against the following:

1. to the fullest extent permitted by law, Portland Downtown shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including but not limited to costs of defense, including attorney's fees, arising out of or resulting from the performance of this Agreement, provided that any such claims, damage, loss or expense is (1) attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property, including the loss or use thereof; and (2) is caused in whole or in part by any negligent act or omission of Portland Downtown, anyone directly or indirectly employed by it, or anyone for whose act it may be liable;

2. all claims and liens of Portland Downtown's consultants, subcontractors, and their laborers, mechanics, materialmen, and/or suppliers. Such obligation shall not be construed either to negate or abridge any other obligation of indemnification, and shall not be limited by any provision for insurance contained in this Agreement.

3. Notwithstanding the foregoing, nothing herein shall be construed as waiving or otherwise voiding the City's right to all protections under the Maine Tort Claims Act, 14 M.R.S. §§ 8101 et. seq., as the same may be amended from time to time.

ARTICLE XI. Insurance

a. Neither Portland Downtown nor any of its subcontractors shall commence work under this Agreement until they have provided the insurance coverage required by this Agreement and such coverage has been approved by the City.

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

include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees. Upon City's request, Portland Downtown shall provide City with a complete copy of any of the above-referenced policies. Portland Downtown shall be responsible for any and all deductibles and/or self-insured retentions.

Article XII. No Joint Venture; Independent Contractors

a. Nothing contained in this Agreement will constitute or be construed to be or create a partnership or joint venture between the parties or any of their respective officers, directors, employees, affiliates, successors or assigns. The parties understand and agree that this Agreement does not make either of them an agent or legal representative of the other for any purpose whatsoever. No party is granted, by this Agreement or otherwise, any right or authority to assume or create any obligation or responsibilities, express or implied, on behalf of or in the name of any other party, or to bind any other party in any manner whatsoever.

b. Each party will secure, at its own expense, all personnel, materials, and equipment required to perform its obligations under this Agreement. Each party, in accordance with its status as an independent contractor, covenants and agrees that its employees shall be regarded for all legal and tax purposes as its own employees during the term of this Agreement, and each party shall govern and supervise the work of its own employees. Each party shall discharge all applicable obligations imposed upon employers under the law, including without limitation payment of wages, social security taxes, withholding taxes, unemployment taxes and worker's compensation. Both parties' employees shall not be considered employees of the other party for any purpose and shall not be entitled to any retirement benefits, social security benefits, unemployment benefits, group health or life insurance, vacation, personal, or sick leave, worker's compensation, or any other similar benefits ("Employment Benefits") from the other party. Each party further covenants and agrees that its employees will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, officers or employees of the other party by reason of this Agreement, and that its employees will not, by reason of this Agreement, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the other party, including but not limited to the Employment Benefits.

c. Nothing in this Agreement is intended to or does prohibit Portland Downtown or the City from entering into any other contractual relationship with each other or any third party.

Signature page follows.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ day of _____, 2019.

WITNESS

_____

CITY OF PORTLAND

By:_____
Jon P. Jennings
Its City Manager

WITNESS

_____

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

By:_____
Kim Volk
Its Board Chair

Approved as to Form:

_____
City Corporation Counsel

Approved as to Funds:

_____
City Finance Department

EXHIBIT A

(Insert Map of District)

Portland Downtown District Boundary Map

June 18, 2018

EXHIBIT B

(Insert Legal Description of District)

The following is a description of the boundary of Portland Downtown as of July 1, 2018:

Beginning at the intersection of the easterly side of State Street and the northerly side of Congress Street;

Thence easterly along the northerly side of Congress Street to the southwesterly side of High Street;

Thence northwesterly along the southwesterly side of High Street to the southerly side of Deering Street;

Thence northeasterly perpendicular to and crossing High Street to the northeasterly side of High Street;

Thence northwesterly along the northeasterly side of High Street to the southeasterly side of Cumberland Avenue;

Thence northeasterly along the southeasterly side of Cumberland Avenue to the southwesterly side of Franklin Street;

Thence southeasterly along the southwesterly side of Franklin Street to the northwesterly side of Commercial Street;

Thence easterly and diagonally across Commercial Street to the intersection of the southeasterly side of Commercial Street with the northeasterly boundary line of the Maine State Pier;

Thence southwesterly along the southeasterly side of Commercial Street to its intersection with the northeasterly side of the road to Wright's Wharf;

Thence northwesterly perpendicular to and crossing Commercial Street to the northwesterly side of Commercial Street;

Thence southwesterly along the northwesterly side of Commercial Street to the northeasterly side of High Street;

Thence northwesterly along the northeasterly side of High Street to the northwesterly side of Spring Street;

Thence southwesterly along the northwesterly side of Spring Street to the northeasterly side of Park Street;

Thence northwesterly along the northeasterly side of Park Street to the southerly side of Congress Street;

Thence westerly along the southerly side of Congress Street to the easterly side of State Street;

Thence northerly along the easterly side of State Street to the northerly side of Congress Street and the Point of Beginning.

Meaning and intending to include all parcels fronting on the streets and contained within the perimeter of the figure as described.

All as shown on a map dated 6/18/2018 entitled Portland Downtown District Boundary Map on file in the City of Portland's Assessor Office and the Economic Development Office. Any inconsistencies between this description and the boundary map shall be controlled by the boundary map.

EXHIBIT C

(Insert Portland Downtown Budget)

PORTLAND DOWNTOWN DRAFT BUDGET FY20

Estimated valuation $933,979,390

		FY20 Proposed		FY19 Budget
INCOME				
ASSESSMENT INCOME	$	1,018,037	$	956,209
EVENT INCOME				
LIGHT UP YOUR HOLIDAYS				
TREE LIGHTING SPONSORSHIPS	$	10,000	$	10,500
WINDOW DISPLAY CONTEST SPONSOR	$	1,000	$	500
HORSE + WAGON RIDE SPONSORSHIPS	$	5,000	$	6,000
SHOP FOR A CAUSE SPONSORSHIP	$	2,500	$	2,500
MERRY MADNESS TICKET SALES	$	19,000	$	19,000
MERRY MADNESS SPONSORSHIP	$	7,500	$	5,000
Total Light Up Your Holidays	$	45,000	$	43,500
POLICE AWARDS BREAKFAST	$	5,000	$	5,000
DOWNTOWN WORKER APPRECIATION DAY	$	3,000	$	3,000
SUMMER KICK OFF WEEKEND				
SQUARE HOP SPONSORSHIP	$	2,000	$	2,000
OPF SPONSORSHIPS	$	-	$	2,500
OPF INCOME	$	-	$	47,500
Total Summer Kick Off Weekend	$	2,000	$	52,000
Total EVENT INCOME	$	55,000	$	103,500
DIRECTORY PARTNERSHIP/CONTRIBUTION	$	5,000	$	5,000
GRANT INCOME	$	2,500	$	5,000
CONTRIBUTIONS INCOME	$	750	$	1,000
PARK & WORK INCOME	$	750	$	1,000
Total Income	$	1,082,037	$	1,071,709
Expense				
CLEAN INITIATIVES				
SUPPLEMENTAL SERVICES CONTRACT	$	404,862	$	380,000
FIXED FEE FOR DID ADMIN	$	9,650		
ESTIMATED NONCOLLECTION	$	10,180	$	18,583
REPAIRS & IMPROVEMENTS	$	5,000	$	5,000
Total Clean Initiatives	$	429,692	$	403,583
EMPLOYEE COSTS				

PAYROLL	$	268,500	$	250,000
HEALTH & DENTAL	$	30,000	$	30,000
LIFE & DISABILITY INSURANCE	$	3,500	$	3,500
PAYROLL PROCESSING FEE	$	1,200	$	1,200
PAYROLL TAX EXPENSE	$	18,796	$	17,500
EMPLOYEE PARKING & BUS	$	3,500	$	5,000
UBIT (Federal Transportation Tax)	$	800		
SIMPLE IRA MATCH	$	4,000	$	4,000
Total Employee Costs	$	330,296	$	311,200
PROGRAMS & PARTNERSHIPS				
WINTER LIGHTS/PANDORA LACASSE	$	62,000	$	57,500
VISITOR INFORMATION BOOTH/VISIT PORTAND	$	10,000	$	10,000
POLICE CADET PROGRAM EXPENSE	$	31,000	$	32,500
LEARNING WORKS	$	16,500	$	14,000
MILESTONE HOMETEAM	$	6,500	$	6,500
Total Programs & Partnerships	$	126,000	$	120,500
RENT & UTILITIES				
RENT	$	20,000	$	20,000
CAM CHARGES	$	9,720	$	10,200
TAXES- PERSONAL PROPERTY	$	400	$	900
ELECTRIC	$	1,700	$	1,700
GAS	$	1,500	$	1,500
TELEPHONE & INTERNET	$	3,800	$	4,000
Total Rent & Utilities	$	37,120	$	38,300
OPERATIONS				
BANK SERVICE CHARGES	$	100	$	100
CLEANING	$	4,200	$	4,000
COPIER	$	3,500	$	3,000
IT SUPPORT	$	1,250	$	1,250
MEMBERSHIPS, DUES & SUBSCRIPTIONS	$	4,000	$	4,000
EQUIPMENT EXPENSE	$	2,000	$	2,000
POSTAGE	$	4,500	$	4,500
SUPPLIES	$	4,000	$	3,000
WEBSITE HOSTING + DEVELOPMENT	$	1,250	$	1,250
SUBCONTRACTORS	$	4,000	$	3,500
CONTINGENCY FUND	$	4,829	$	2,000
RESERVE FUND	$	20,000	$	20,126
Total Operations	$	53,629	$	48,726

MARKETING				
GENERAL MARKETING	$	15,000	$	21,000
DIRECTORY DISTRIBUTION	$	5,000	$	5,000
SPONSORSHIPS/PARTNERSHIPS	$	3,000	$	3,000
Total Marketing	$	23,000	$	29,000
INSURANCE				
DIRECTORS & OFFICERS	$	650	$	650
GENERAL/EVENTS/LIQUOR	$	6,000	$	6,000
WORKERS COMPENSATION	$	1,100	$	1,100
Total Insurance	$	7,750	$	7,750
PROFESSIONAL FEES				
ACCOUNTING	$	3,500	$	3,500
ANNUAL ELECTIONS	$	2,500	$	2,500
LEGAL	$	4,000	$	4,000
Total Professional Fees	$	10,000	$	10,000
ORGANIZATIONAL ACTIVITIES				
STAKEHOLDER + VOLUNTEER APPRECIATION	$	2,500	$	2,000
MEETINGS	$	2,500	$	2,000
PROFESSIONAL DEVELOPMENT	$	7,500	$	6,500
Total Organizational Activities	$	12,500	$	10,500
EVENTS				
LIGHT UP YOUR HOLIDAYS				
LUYH GENERAL MARKETING	$	4,500	$	5,000
TREE LIGHTING: MARKETING	$	4,500	$	5,000
TREE LIGHTING: PERFORMERS & SOUND	$	1,500	$	4,000
TREE LIGHTING: SECURITY	$	1,000	$	1,500
TREE LIGHTING: STAGE	$	1,000	$	2,000
TREE LIGHTING EVENT MANAGEMENT	$	500	$	1,000
RETAIL EVENTS	$	4,500	$	1,500
WAGON RIDES	$	6,800	$	7,500
MERRY MADNESS: MARKETING	$	2,000	$	2,000
MERRY MADNESS: EVENT	$	9,500	$	9,500
MERRY MADNESS EVENTBRITE FEES	$	3,000	$	2,000
MERRY MADNESSS: EVENT MANAGEMENT	$	1,500	$	1,200
TOY FUND DONATION	$	-	$	1,200
Total Light Up Your Holidays	$	40,300	$	43,400
POLICE AWARDS BREAKFAST	$	4,500	$	4,250
DOWNTOWN WORKER APPRECIATION DAY	$	3,500	$	2,500
SUMMER KICK OFF WEEKEND				

SQUARE HOP ENTERTAINMENT	$	2,000	$	2,000
SQUARE HOP MARKETING	$	1,000	$	1,000
OPF MARKETING	$	-	$	5,000
OPF PERMITS	$	-	$	10,000
OPF SECURITY	$	-	$	3,000
OPF ELECTRICIAN	$	-	$	7,000
OPF EVENTBRITE FEES	$	-	$	3,500
OPF EVENTS MANAGER	$	-	$	6,000
OPF MISC (golf carts, etc)	$	-	$	3,500
Total Summer Kick Off Weekend	$	3,000	$	41,000
TOTAL EVENTS	$	51,300	$	91,150
PARK AND WORK	$	750	$	1,000
TOTAL EXPENSE	$	1,082,037	$	1,071,709
NET INCOME (LOSS)	$	(0)	$	-

EXHIBIT D

BASELINE CITY SERVICES

(To be provided City-wide by the City at no cost to Portland Downtown)

Capital Improvements and Maintenance

- Streetscape Amenity Maintenance - The City will repair and correct any defects, deficiencies or problems in the district as necessary. Items of focus include light and utility poles, sidewalks, curbstones, trash cans, signs, crosswalk markings, traffic signals, tree wells, planters, benches, trees, kiosks, shelters, bollards, and any other amenity that is now or at some point in the future may be installed. All repairs, etc., will take place within a reasonable time after notice of need.
- Sidewalks - To the extent it is funded, the City will undertake an on-going sidewalk maintenance program to repair existing sidewalks and replace bituminous repairs with permanent repairs.
- Lighting, maintenance, and replacement of all street lights and traffic signals and payment for necessary electrical energy.
- Parks, playgrounds, and trails.

Beautification

- Horticulture and tree care in parks, squares and streets.
    - In all public areas, the City will maintain and improve the condition of flowerbeds, trees, tree wells, bushes, plantings and other like horticultural amenities. Such activities shall include the initial planting, timely and appropriate maintenance, preventative and otherwise, and expeditious replacement of any damaged, destroyed or diseased horticultural products, including grass, flowers, and trees.
- Green space maintenance.
    - The City shall maintain and mow all public grassed areas.
- Holiday Decorations. The City will install and remove downtown Holiday decorations throughout the District to include Christmas trees at Monument Square and City Hall Plaza, string lights on light poles, and common area trees such as Tommy's Park, and provide for electrical energy related costs. This paragraph does not include installation or removal of, or any costs associated with, any of Pandora Lacasse's Winter Lights, which shall be installed and removed at Portland Downtown's sole expense.

Cleanliness

- Street sweeping - All streets or parts thereof included in the downtown improvement district zone will be swept from curb line to curb line on an as needed basis.
- Trash removal – Daily and when necessary emptying of all trash and recycling receptacles in the downtown improvement district zone and disposal of resulting waste.

- Street snow plowing and removal - The City will plow and remove snow as necessary from all streets and parts thereof in the downtown improvement district zone.
- Graffiti removal on public property.
- Downtown Blitz - This is a two-week program for time duration. Each year the City shall undertake a dedicated effort to repair, repaint, replace and correct any defects, deficiencies or problems in the district. Items of focus shall include light and utility poles, sidewalks, curbstones, trash cans, benches, signs, crosswalk markings, traffic signals, tree wells, planters, benches, trees, kiosks, shelters, bollards, and any other amenity that is now or at some point in the future may be installed. This program will be undertaken as early as possible each Spring and conclude as rapidly as possible. Performance of some activities, i.e. painting, will take place annually as conditions permit. Major capital activity or the reconstruction and/or repair of significant infrastructure (street paving, sewer work, etc.) would not be considered part of this blitz program.

Safety

- Police protection.
    - A minimum of 4 uniformed patrol officers will intersect all or part of the downtown improvement district area. The actual number of officers will vary depending upon time of day and day of week. During periods when calls for service are typically at their peak, the number of officers assigned will increase significantly, for example during weekend evenings and the summer months. This increase will include foot and bicycle patrols. Officers will be supported with additional personnel (supervisors, detectives, evidence technicians) as necessary.
    - As long as the Community Policing Officer Program is in effect, at least one Community Police Officer will be assigned to the Downtown Improvement District area.
    - Holiday Patrol—from the Friday following Thanksgiving to New Year's Day, patrol efforts will be supplemented by use of a foot patrol. The number of officers and hours of the assignment is dependent upon staffing levels.
- Fire protection.

EXHIBIT E

SUPPLEMENTAL DOWNTOWN DISTRICT SERVICES

(To be provided in the District by City at an annual fixed fee)

Cleanliness, Maintenance, Snow Removal

- Litter patrol, collection, and disposal on streets, sidewalks, tree wells and public areas within the District.
- Graffiti removal from City property within 5 days of notification.
- Removal of posters from PD poster boards.
- Check condition, catalogue, and if necessary paint or clean all public furniture and fixtures twice a year, at minimum. Furniture and fixtures shall include (but not be limited to) the following items:
    - Benches;
    - Trash/recycling receptacles;
    - Light pole bases; and,
    - Planters.
- Sidewalks will be cleaned on a daily basis, weather and season permitting.
- Sidewalk snow removal: All property owners in the District are responsible for maintaining their sidewalks and property in the winter pursuant to Portland City Code §§25-171 to 25-180. Following a snow storm, the City will provide a clear walkway no less than the width of a sidewalk tractor's capability. To the extent reasonable, the City will clear the sidewalk area, but it is not the intent of the parties that the City will clear the snow from the full width of the sidewalk area. The City will provide ice control to the extent possible. If weather conditions are so severe that the area cannot be plowed due to equipment capability, the City, in its discretion, may choose to delay clearing of the sidewalks but must complete the work within 24 hours of the storm being complete.
- Clean and maintain bathrooms located at Fore Street Parking Garage.
- Maintenance and cleaning of Visitor Information Booth in Tommy's Park at least once per month during season (May-October). "Quick response" repairs, such as missing bricks or landscaping damage shall be performed by City Downtown Staff as soon as possible.

Beautification

- In addition to horticultural obligations of the City under Exhibit D, the City shall plant flowers and other plants in all flower urns in the District, regularly remove weeds from tree wells, and improve and maintain the same. In performing such services, the City shall pay particular attention to Longfellow Square, Congress square, Monument Square, Tommy's Park, Post Office Park, Boothby Square, Lincoln Park, Pleasant Street Park, and Bell Buoy Park.

Events in the District

- Portland Downtown provides events as described in its Budget and Development Program attached as Exhibit C.
- In connection with these events, the City will provide, at no expense to Portland Downtown, the following:
    - Waived event permit fees.
    - "No Parking" signs, wooden barricades, recycling services.
    - Access to City electricity service in public spaces.
    - Police and Fire Department services for Portland Downtown's annual Tree Lighting event.
- Notwithstanding the above, Portland Downtown shall be required to comply with all Public Assembly Facilities Division permit requirements and shall be responsible for the City's costs of the following services at the City's standard rates:
    - Street closure expenses, including threat prevention;
    - Event personnel, including staff and managers;
    - Police and Fire personnel directly related to an event.
- The City will invoice Portland Downtown for all such services at its then current rates, and Portland Downtown shall pay the City all amounts due within 30 days after receipt of such invoices. Portland Downtown shall also be responsible for paying the City's Permitting and Inspections Department for any applicable fees associated with licenses required for its events, including, without limitation, licenses for temporary food service, street goods, and liquor.

Exhibit F
Public Works Budget

CITY OF PORTLAND, ME
FY20 ORG LINE DETAIL EXPENDITURE REPORT

ACCOUNT DESCRIPTION	FY19 REVISED APPRO (01/31/19)	FY19 TOTAL PROJECTION	FY20 DEPT REQUEST	FY20 MGR RECOMM	INCR / (DECR) FY20 / FY19	APPRO % CHG FY20 / FY19
Portland Downtown District 10031205						
10031205 400110 Salaries & Wages	$237,167	$230,000	$247,523	$247,523	$10,356	4.37%
10031205 400130 Temporary Help	$28,080	$28,080	$48,000	$48,000	$19,920	70.94%
10031205 400140 Overtime Payments	$54,556	$54,556	$58,384	$58,384	$3,828	7.02%
* **Payroll**	$319,803	$312,636	$353,907	$353,907	$34,104	10.66%
10031205 400260 Workers' Compensation	$0	$0	$0	$0	$0	---
10031205 400271 Wearing Apparel	$3,275	$2,000	$3,275	$3,275	$0	0.00%
10031205 400274 Cellular Phones	$360	$636	$600	$600	$240	66.67%
* **Benefits**	$3,635	$2,636	$3,875	$3,875	$240	6.60%
10031205 403500 Contractual Services	$9,450	$10,000	$9,450	$9,450	$0	0.00%
10031205 403560 Printing	$50	$0	$50	$50	$0	0.00%
* **Contractual Services**	$9,500	$10,000	$9,500	$9,500	$0	0.00%
10031205 404010 M&R Buildings	$200	$125	$200	$200	$0	0.00%
10031205 404030 M&R Vehicles	$300	$300	$300	$300	$0	0.00%
* **Maintenance & Repair**	$500	$425	$500	$500	$0	0.00%
31205 404530 Office Equipment Rental	$300	$400	$360	$360	$60	20.00%
* **Rentals**	$300	$400	$360	$360	$60	20.00%
10031205 405510 Agricultural Supplies	$600	$350	$400	$400	($200)	-33.33%
10031205 405520 Supplies - All Other	$16,500	$16,500	$23,200	$23,200	$6,700	40.61%
10031205 405530 Construction Supplies	$1,000	$750	$1,000	$1,000	$0	0.00%
10031205 405535 Cleaning Supplies	$3,000	$3,000	$3,000	$3,000	$0	0.00%
10031205 405550 Medical Supplies	$200	$150	$200	$200	$0	0.00%
10031205 405560 Minor Equipment	$3,180	$3,000	$2,260	$2,260	($920)	-28.93%
10031205 405565 Computers & Technology	$0	$0	$0	$0	$0	---
10031205 405570 Office Supplies	$500	$500	$500	$500	$0	0.00%
* **Supplies**	$24,980	$24,250	$30,560	$30,560	$5,580	22.34%
10031205 406310 Gas Service	$0	$1,500	$1,500	$1,500	$1,500	---
10031205 406320 Electricity	$4,274	$4,000	$4,000	$4,000	($274)	-6.41%
10031205 406340 Telephone	$636	$660	$660	$660	$24	3.77%
* **Utilities**	$4,910	$6,160	$6,160	$6,160	$1,250	25.46%
** **Portland Downtown District**	**$363,628**	**$356,507**	**$404,862**	**$404,862**	**$41,234**	**11.34%**