

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

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

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

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

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

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

## **ARTICLE I. FINANCIAL CONSIDERATIONS**

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

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

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

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

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

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

## **ARTICLE II. SERVICES**

### **A. ORGANIZATION OF CORPORATION.**

The **CORPORATION** will:

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

**CORPORATION.**

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

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

B. SERVICES AUTHORIZED TO BE PROVIDED BY CORPORATION.

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

1. Decorate and beautify public places in the District.

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

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

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

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

6. Manage vending activities, kiosks and information booths.

7. Sweep and clean sidewalks in the District.

8. Clean and erase graffiti.

9. Maintain vegetation and greenery in the public areas.

10. Remove trash and litter.

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

12. Remove snow.

13. Provide for security of public areas.

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

C. AUTHORITY OF CORPORATION.

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

**ARTICLE III. TERM OF AGREEMENT**

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

**ARTICLE IV. TERMINATION**

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE V. ASSIGNMENT**

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

#### **ARTICLE VI. AREA COVERED**

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



## **ARTICLE VII. STANDARD OF PERFORMANCE**

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

## **ARTICLE VIII. MANAGEMENT OF PERFORMANCE**

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

## **ARTICLE IX. COMPLIANCE WITH LAW**

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

## **ARTICLE X. INDEMNIFICATION**

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

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

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

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

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

#### **ARTICLE XI. INSURANCE**

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

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

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

#### **ARTICLE XII. INDEPENDENT CONTRACTOR**

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

#### **ARTICLE XIII. SUBCONTRACTS**

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

(Signature page follows.)

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

**WITNESS**

**CITY OF PORTLAND**

\_\_\_\_\_ By: \_\_\_\_\_  
Jon P. Jennings  
Its City Manager

**WITNESS**

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

\_\_\_\_\_ By: \_\_\_\_\_  
Kim Volk  
Its Board Chairman

Approved as to Form: \_\_\_\_\_ (Corporation Counsel)

Approved as to Funds: \_\_\_\_\_ (Finance Department)

# PORTLAND DOWNTOWN DRAFT BUDGET FY19 WITH EXPANSION

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

FY19

**INCOME**

<b>ASSESSMENT INCOME</b>	\$ 962,162
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**EVENT INCOME****LIGHT UP YOUR HOLIDAYS**

TREE LIGHTING SPONSORSHIPS	\$ 8,000
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WINDOW DISPLAY CONTEST SPONSOR	\$ 500
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HORSE + WAGON RIDE SPONSORSHIPS	\$ 6,000
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SHOP FOR A CAUSE SPONSORSHIP	\$ 1,500
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MERRY MADNESS TICKET SALES	\$ 17,500
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MERRY MADNESS SPONSORSHIP	\$ 5,000
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Total Light Up Your Holidays	\$ 38,500
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<b>POLICE AWARDS BANQUET</b>	\$ 5,000
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<b>DOWNTOWN WORKER APPRECIATION DAY</b>	\$ 3,000
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**SUMMER KICK OFF WEEKEND**

SQUARE HOP SPONSORSHIP	\$ 2,000
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OPF SPONSORSHIPS	\$ 2,500
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OPF INCOME	\$ 47,500
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Total Summer Kick Off Weekend	\$ 52,000
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<b>Total EVENT INCOME</b>	\$ 98,500
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<b>DIRECTORY PARTNERSHIP/CONTRIBUTION</b>	\$ 5,000
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<b>GRANT INCOME</b>	\$ 5,000
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<b>CONTRIBUTIONS INCOME</b>	\$ 1,000
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<b>PARK &amp; WORK INCOME</b>	\$ 1,000
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<b>Total Income</b>	\$ 1,072,662
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**Expense****CLEAN INITIATIVES**

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

**EMPLOYEE COSTS**

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

**PROGRAMS & PARTNERSHIPS**

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

**RENT & UTILITIES**

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

**OPERATIONS**

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

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

#### MARKETING

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

#### INSURANCE

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

#### PROFESSIONAL FEES

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

#### ORGANIZATIONAL ACTIVITIES

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

## EVENTS

### LIGHT UP YOUR HOLIDAYS

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

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Total Light Up Your Holidays	\$	47,400
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POLICE AWARDS BREAKFAST	\$	4,250
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DOWNTOWN WORKER APPRECIATION DAY	\$	2,500
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### SUMMER KICK OFF WEEKEND

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

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Total Summer Kick Off Weekend	\$	41,000
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TOTAL EVENTS	\$	95,150
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PARK AND WORK	\$	1,000
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TOTAL EXPENSE	\$	1,072,500
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NET INCOME (LOSS)	\$	162
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**EXHIBIT B TO MASTER AGREEMENT**  
**(BASELINE SERVICES)**

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

(July 1, 2018 - June 30, 2019)

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

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

**MAINTENANCE SERVICES.**

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

1) **Horticultural Program.**

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

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

2) Green Space Maintenance.

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

3) Downtown Blitz.

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

4) Sidewalk Repair.

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

5) Street Sweeping.

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

6) Trash Removal.

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

7) Holiday Decorations.

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

8) Snow Plowing.

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

9) Streetscape Amenity Maintenance.

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

10) Lighting.

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

11) Graffiti removal on public property.

12) Prioritization

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

#### POLICE SERVICES.

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

#### OTHER MUNICIPAL SERVICES.

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

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

**The following is a 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.

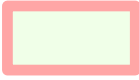


Portland  
Downtown District  
Boundary Map  
June 18, 2018



EXHIBIT D

**Legend**

 Proposed Downtown District