



Clean & Safe District Overview

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Acronyms

C&S District – Clean & Safe District – Enhanced service district in the City of Portland.

www.portland.gov/omf/cleanandsafe

C&S – Clean & Safe, Inc. – Non-profit group which oversees ESD funds collected by the City in the C&S District. Formerly known as Portland Downtown Services, Inc. (PDSI).

www.downtownportland.org

ESD – Enhanced Service District – Property manager created districts wherein the City collects mandatory fees from entities engaged in property management activities to fund extra services beyond the City provided basic services.

www.portland.gov/omf/esd

PBA – Portland Business Alliance – Non-profit business association with the mission of promoting and enhancing the businesses throughout the Portland Metro area. Formerly known as the Association for Portland Progress (APP).

www.portlandalliance.com

PMMI – Portland Mall Management – Non-profit groups which oversees the management of the Portland Transit Mall and LRT Loop in downtown.

www.portlandmall.org



General Overview

This section provides a general overview of the Clean & Safe District, including a timeline of City ordinances and resolutions related to the district, district boundaries, and information regarding the renewal or termination of the district.

Timeline

- 1988** – City establishes the Downtown Economic Improvement District which funds supplemental cleaning, security, and marketing services via a mandatory fee. Management of the fee is granted to the Association for Portland Progress (APP) and Portland Downtown Services, Inc. (PDSI).
- 1991** – City renews the Downtown Economic Improvement District, but on a voluntary basis due to new requirements related Article XI, Section 11b of the Oregon Constitution. [Ordinance 164363](#) renews the management contract with APP and PDSI.
- 1994** – [Ordinance 167514](#) authorizes the collection of a property management license fee and renames the Downtown Economic Improvement District to the Downtown Business District. [Ordinance 168144](#) grants management of the new fee to the APP and PDSI. [Ordinance 167754](#) authorizes an agreement between Portland Parks and Recreation (PP&R) and APP to provide janitorial and security services in District parks.
- 1995** – [Ordinance 168803](#) slightly reduces the size of the Downtown Business District.
- 1997** – City renews the fee for three years. [Ordinance 171647](#) renews the management agreement with APP and PDSI for another three years. [Ordinance 171676](#) authorizes an agreement between the Portland Police Bureau (PPB) and APP which allows APP to fund sworn officer positions within the District for three years. [Ordinance 171273](#) renews the agreement between PP&R and APP for four years. [Ordinance 171685](#) authorizes a one-year contract between the Office of Neighborhood Involvement (ONI) and APP for crime prevention services.
- 1998** – [Ordinance 172525](#) renews the contract between ONI and APP for one year.

Timeline – Continued

- 1999 – [Ordinance 173989](#) renews the contract between ONI and APP for one year.
- 2000 – [Resolution 35890](#) renews the fee for one year. [Ordinance 174578](#) extend the previous management agreement with APP and PDSI for an additional year. [Ordinance 174868](#) extends the agreement between the PPB and APP for an additional five years. [Ordinance 175250](#) renews the contract between ONI and APP.
- 2001 – [Ordinance 175729](#) renews the fee for ten years, requires rental residential property managers to begin paying the fee, and slightly modifies the District’s boundaries. [Ordinance 175473](#) renews the contract between ONI and APP for one year. [Ordinance 176011](#) renews the agreement between PP&R and APP for one year. [Ordinance 175840](#) corrects a typographical error in Ordinance 175729.
- 2002 – [Ordinance 176262](#) better clarifies the definition of square footage for fee calculations. [Ordinance 176776](#) amends the fee calculation, including adding an additional fee for holiday lighting and an ice-skating rink, as well as other minor revisions. [Ordinance 176263](#) renews the management agreement with APP and PDSI for five years.
- 2003 – [Ordinance 177274](#) amends the contract with APP and PDSI to account for issues related to the skating rink.
- 2004 – [Ordinance 179000](#) amends the fee calculation to end funding for an ice-skating rink. [Ordinance 178812](#) renews the agreement between PP&R and APP.
- 2005 – [Ordinance 179814](#) amends the contract with APP and PDSI to account for ice-skating rink change.

Timeline – Continued

- 2006 – The City renews the contract with APP and PDSI for five years. The city renews the agreement between PPB and APP for one year. [Ordinance 180454](#) renews the agreement between PP&R and APP, now known as the Portland Business Alliance (PBA), for five years.
- 2007 – [Ordinance 181186](#) renews the agreement between the PPB and PBA for an additional five years.
- 2009 – [Ordinance 182925](#) requires condominium associations to begin paying the fee. [Ordinance 183218](#) authorizes an agreement between the Bureau of Development and PDSI which allows PDSI to fund one building inspector within the District for one year.
- 2011 – [Resolution 36857](#) renews the fee for ten years. [Ordinance 184757](#) waives the inflation increase for the fee for one year and directs the Revenue Division to examine expanding the District by 12 blocks and adjusting/removing the fee for condominiums. [Ordinance 184758](#) renews the management agreement with PDSI, now known as Clean & Safe, Inc.
- 2012 – [Ordinance 185495](#) renames the Downtown Business District to the Clean & Safe District and adjusts the fee calculation. The city declines to expand the district or change the fee for condominiums. [Ordinance 185417](#) renews the agreement between the PPB and PBA for an additional five years.
- 2013 – [Ordinance 186288](#) allows holiday lighting funds to be used for other amenities, such as trash cans.
- 2016 – [Ordinance 188007](#) renews the management agreement with Clean & Safe, Inc. for five years.

Timeline – Continued

- 2017 – [Ordinance 188439](#) renews the agreement between the PPB and PBA for an additional five years.
- 2018 – [Ordinance 188968](#) authorizes Clean & Safe, Inc. to donate trash cans within the District to the Bureau of Planning and Sustainability.
- 2020 – The City Auditor releases a [report](#) raising concerns regarding the current ESD structure, specifically a lack of guidelines for creation or governance, and issues related to the use of private security in public spaces. [Ordinance 190167](#) allows excess holiday lighting funds to be used for other programs in the District.
- 2021 – [Resolution 37554](#) renews the fee for ten years. [Ordinance 190566](#) renews the management agreement with Clean & Safe, Inc. for five years, with the caveat the agreement can be renegotiated earlier in case of code change.

Clean & Safe District



- Enhanced Service District created in 1988.
- Regulated by [City Code 6.06](#).
- Overseen by Revenue Division.
- Funded by collection of property management license fee. Annual collection ranges between \$5.0 to \$6.0 million.
- City contracts with the non-profit [Clean & Safe](#) to provide enhanced services within the District.
- Clean & Safe in turn subcontracts with the non-profit [Portland Business Alliance](#) to provide management and administrative services.

Boundaries



- NW and SW Naito Parkway from the Broadway Bridge south to SW Harrison Street.
- West on SW Harrison from SW Naito Parkway to SW 4th Avenue.
- North on SW 4th Avenue from SW Harrison Street to SW Market Street.
- West on SW Market Street from SW 4th Avenue to SW 9th Avenue.
- North on SW 9th Avenue from SW Market Street to SW Salmon Street.
- West on SW Salmon Street from SW 9th Avenue to SW 11th Avenue.
- North on SW 11th Avenue from SW Salmon Street to W Burnside Street.
- East on W Burnside Street from SW 11th Avenue to SW 9th Avenue.
- North on NW 9th Avenue from W Burnside Street to NW Hoyt Street.
- East on NW Hoyt Street from NW 9th Avenue to NW Broadway Street.
- Following NW Broadway Street to NW Naito Parkway.
- Excluding the property known as 1800 SW First Avenue, described as part of Block 1, South Auditorium Addition, blocks A,B,I,J and partial block H (all comprising Tax Lot 2 of Block 1) at the southeast corner of the District.

Sunset Review and Termination



- The City's current contract with C&S is set to expire on June 30, 2026.
- By City Code, City Council will conduct a sunset review of the Clean & Safe property management license fee by June 30, 2031 and every ten years thereafter.
- As part of the sunset review, City Council will conduct public hearings and vote whether or not the license fee should be terminated.
- If during any license fee year City Council receives written objections signed by licensees representing more than 33% of the total fees paid, then the fee will be terminated as of the next license fee year.

Lighting and Amenities Program



- Established in 2002, the Lighting and Amenities Program is a special program with a separate fee within the District which can be used for holiday lighting and other amenities.
- The fee annually raises between \$500,000 to \$600,000 in revenue.
- The fee can be used for the design, acquisition, construction, installation, operation, and maintenance of lighting or other amenities.
- Clean & Safe seasonally puts up holiday lighting within the District using funds from this special program.
- Program fees can also be used for district amenities, such as trash cans, solar trash compactors, and co-located newspaper and magazine boxes.
- City Code does allow that if the collected fee exceeds the costs of the lighting and amenities program and a prudent reserve has been established, then the excess can be used to fund other District programs.



Funding

This section provides information regarding how the property license fee which funds enhanced services within the Clean & Safe District is calculated and who is required to pay the fee.

Funding – C&S Specific Exemptions

Non-Exempt

Business Property

Residential Rental
Property

Residential
Condominium
Property

Discounted

Affordable
Residential Rental
Property

Religious organizations are exempt, but not for property used for profit making purposes, such as retail spaces and permitted parking.

Exempt

Owner Occupied
Residential With
Its Own Water
Supply

Mass Shelters

Religious
Organizations

Collection of Fee

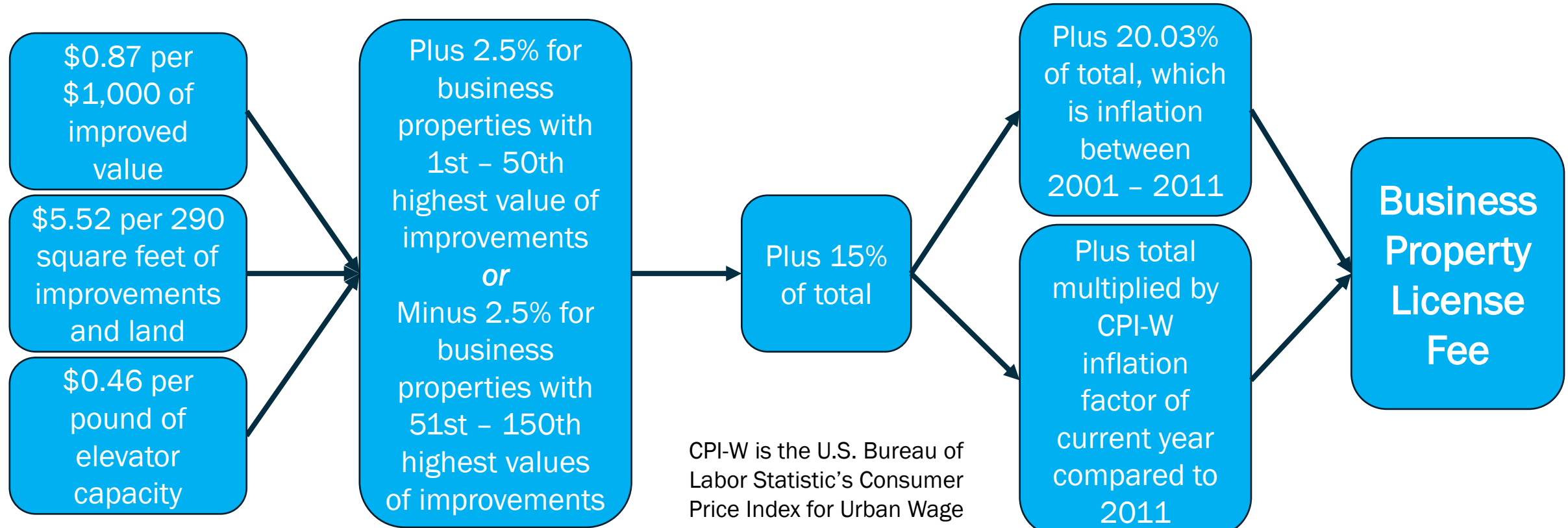


- Prior to August 1 each license year, the Revenue Division determines a list of those engaged in property management in the district.
- Each person is then mailed a license fee notice including the amount payable, how it was calculated, and details related to defining property management activities, any exemptions from paying the fee, and the appeals process.
- The fee is paid in two equal installments due on October 1 and April 1 of the license year. Notices must be mailed out by August 1 for the first installment and February 15 for the second installment.

Funding – Business Property Fee Formula

Changes to the fee calculations requires a vote by City Council.

Calculation of Improved Value is described in Funding – Property Improved Value Calculation.

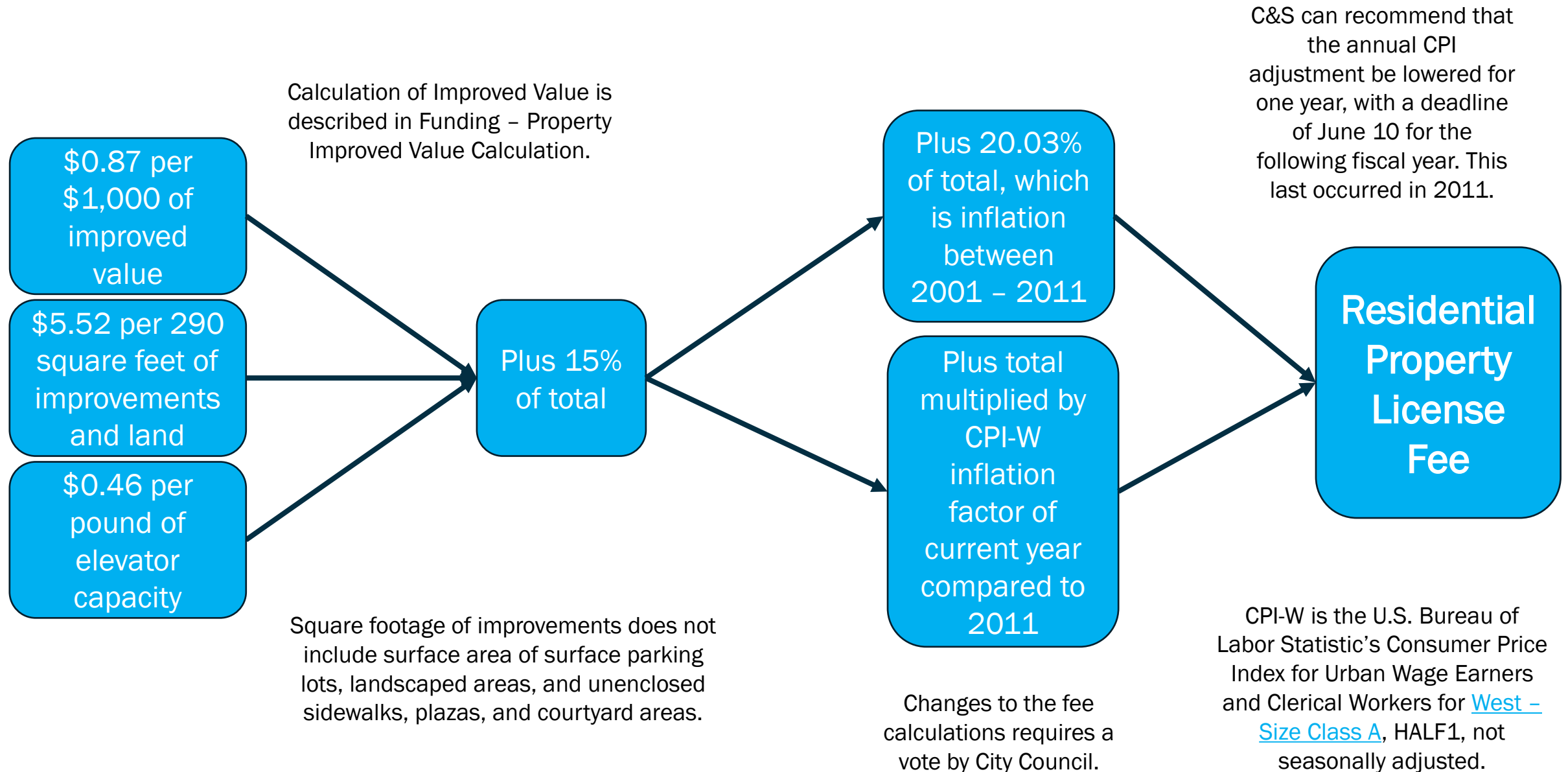


Square footage of improvements does not include surface area of surface parking lots, landscaped areas, and unenclosed sidewalks, plazas, and courtyard areas.

CPI-W is the U.S. Bureau of Labor Statistic's Consumer Price Index for Urban Wage Earners and Clerical Workers for [West – Size Class A](#), HALF1, not seasonally adjusted. For 2020 this was 21.54%.

C&S can recommend that the annual CPI adjustment be lowered for one year, with a deadline of June 10 for the following fiscal year. This last occurred in 2011.

Funding – Residential Property Fee Formula



Funding –Property Improved Value Calculation

Appropriate value of improvements calculation is based upon most recent year where a change in the sum square footage of improvements and land or in elevator capacity took place.

On or After	But Before	Value of Improvements
	July 1, 1994	Assessed value for 1993-94 property tax year.
July 1, 1994	July 1, 1997	Assessed value for 1996-97 property tax year, discounted by 8.8%
July 1, 1997	July 1, 2001	<p>If physical change occurs before January 1, then the Value of Improvements as calculated above for the most recent physical change prior to July 1, 1997, plus the cost of the changes as determined by the Bureau of Development building permit records, discounted by 8.8%, plus an additional 2.9% fore each year between the 1996-97 assessment year and the first year the assessment roll reflect the occupancy authorization date.</p> <p>If physical change occurs after January 1, then the assessed value for the first year the assessment roll reflects the change discounted by 8.8%, plus an additional 2.9% for each year between the 1996-97 assessment year and the first year the assessment roll reflects the change.</p>
July 1, 2001		<p>If physical change does not result in a new building on the property, then the Value of Improvements as calculated above for the most recent physical change prior to July 1, 2001, multiplied by the square footage of improvements on or after July 1, 2001, divided by the square footage of improvements prior to July 1, 2001.</p> <p>If physical change results in a new building on the property, defined as the value of improvements as measured by the Bureau of Development permit records being more than 50% of the assessed value prior to the change, then \$73 per square foot of improvements for business properties and \$68 per square foot of improvements for residential properties.</p>

Funding – Affordable Residential Rental Property

Affordable residential property pays a lower and separate rate, it is defined as one of three categories.

Low Income Housing

Housing available for rent considered affordable under federal standards to persons earning 60% or less of the Portland region median income as calculated by Metro.

Single Room Occupancy Housing

Single room occupancy housing is defined in [City Code 33.910](#).

Subsidized Housing

Housing available for rent at below market rates due to qualifying for federal income tax benefits under Section 42 of the Internal Revenue Code or receive Section 8 subsidies, or other public or private subsidies.

Affordable residential property owned by non-profit or government entities pays only \$20 per affordable dwelling unit.

Affordable residential property owned by all other entities pays only \$44 per affordable dwelling unit.

Funding – Mixed Use Property

In cases where property being managed is a combination of two or more types of property with different fee calculations, then the total fee will be calculated by adding together:

Business Property

The fee calculated as though the entire property is business property multiplied by the square footage of business property improvements divided by the square footage of all improvements.

Residential Property

The fee calculated as though the entire property is residential property multiplied by the square footage of residential property improvements divided by the square footage of all improvements.

Affordable Residential Rental Property

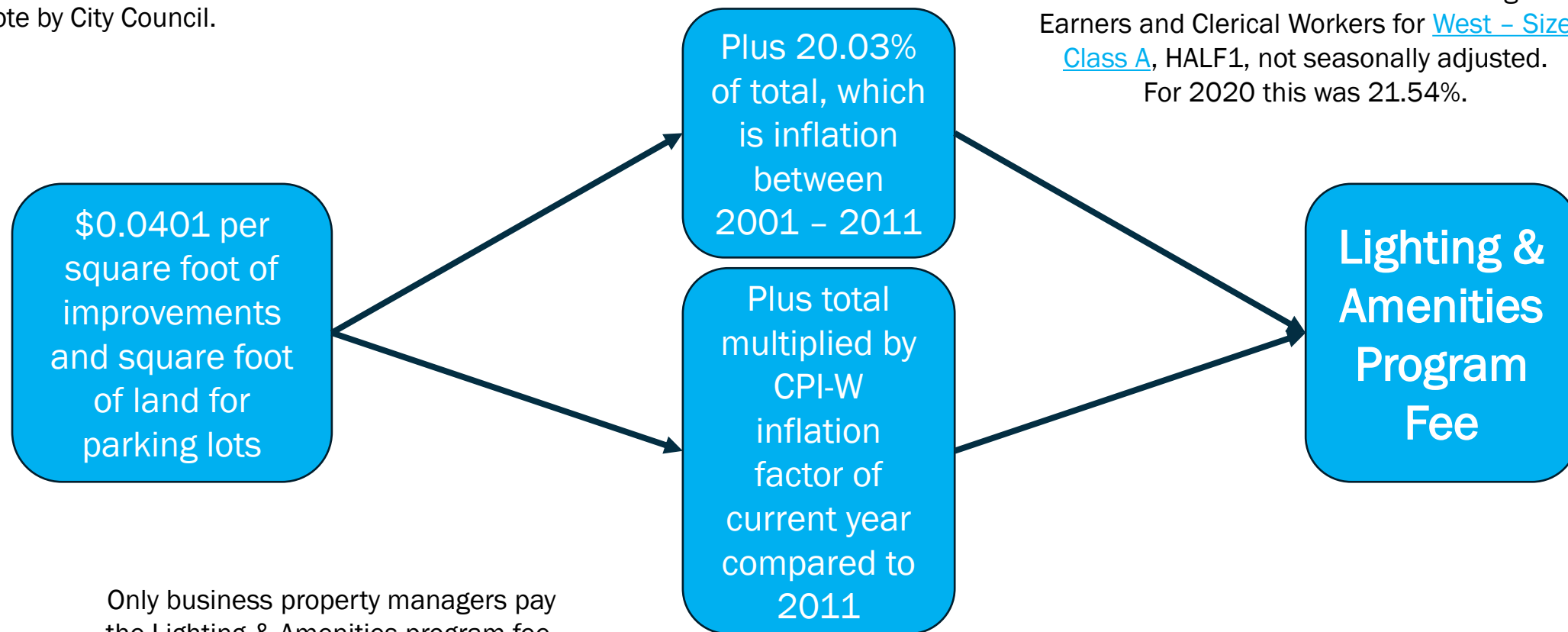
The total fee calculated using the base rates for affordable residential property.

The square footage of common area improvements will be allocated amongst business and residential based upon the relative share of each of the total of business and residential improvements.

Funding – Lighting and Amenities Program

Changes to the fee calculations requires a vote by City Council.

CPI-W is the U.S. Bureau of Labor Statistic's Consumer Price Index for Urban Wage Earners and Clerical Workers for [West – Size Class A](#), HALF1, not seasonally adjusted. For 2020 this was 21.54%.



Only business property managers pay the Lighting & Amenities program fee. Residential property managers do not pay the fee.

C&S can recommend that the annual CPI adjustment be lowered for one year, with a deadline of June 10 for the following fiscal year. This last occurred in 2011. ²¹

Funding – Pledging of Fee Revenues



- If approved by City Council, Clean & Safe is allowed to use the fee as security for City debt incurred to finance the design, acquisition, construction, and installation of improvements within the District or use the fee for the work directly.
- The total amount pledged for all such projects cannot exceed one third of all license fee revenues.
- When approved, the City will retain fees used for repayment of the debt rather than paying them out to Clean & Safe.



Contract

This section provides information on the City's contract with Clean & Safe to manage the Clean & Safe District's fees and programs.

ESD Contract – Structure

City Code 6.06

City Code 6.06 is the foundation of the Enhanced Service District program in the City of Portland. It outlines general requirements for all ESDs as well as specific requirements for the C&S District regarding boundaries, fees, and sunset reviews.

C&S Management Contract

The City has a contract with C&S to manage the C&S District's fees and programs. The contract outlines the responsibilities of both parties, establishes levels of City oversight, and other legal requirements. No contract can have a term more than five years. The creation of a new or renewal of an existing contract must be approved by City Council.

C&S Annual Statement of Work

As required by the management contract, each year C&S and the City agree to an Annual Statement of Work, which outlines the C&S District's annual budget and programs and any additional responsibilities to the City related to said programs. Oversight of the Annual Statement of Work is currently handled by the ESD Coordinator.

City Basic Services Agreement

In addition to the ESD Annual Statement of Work, the City provides a City Basic Services Agreement which annually outlines the basic services provided by the City within the C&S District.

ESD Contract – General



- The City's current 5-year contract with C&S is set to expire on September 30, 2026. Contracts cannot be more than 5-years in duration.
- C&S is an independent contractor. Its employees and subcontracted employees are not City employees.
- C&S must regularly provide the City with an updated annual budget.
- C&S and the City can administratively amend via mutual agreement C&S's Annual Statement of Work and the City's Basic Services Agreement as needed.
- All amendments to the contract must be approved by the City Attorney and authorized by both parties. City reserves the right to make unilateral administrative changes, such as extending option years and increasing compensation.
- The City is not liable for activities of the C&S unless due to personal injury or property damage caused by City negligence.

ESD Contract – C&S Obligations



- C&S must remain certified as an Equal Employment Opportunity Affirmative Action Employer as prescribed by Chapter 5.33.076 of the City Code.
- C&S will remain in compliance with the City's HR Rule 2.02 concerning workplace harassment, discrimination, and retaliation.
- C&S must provide benefits to its employees with domestic partners equivalent to those provided to City employees with spouses as prescribed by Chapter 5.33.077 of the City Code.
- C&S must maintain a valid registered City of Portland business license as required by Chapter 7.02 of the City Code.
- C&S will remain in compliance with City, State, and federal non-discrimination and civil rights laws and the Americans with Disabilities Act with regards to its employment practices and selection of subcontractors.
- C&S is encouraged to incorporate the City's Sustainable City Principles regarding the pursuit of long-term social equity, environmental quality, and economic vitality.

ESD Contract – C&S Obligations



- C&S must comply with all applicable state laws pertaining to public contracts, specifically ORS Chapter 279.
- C&S must maintain records regarding the expenditure of funds and performance of services for 6 years from date of completion or termination of the agreement.
- All information submitted by C&S to the City is a public record and subject to disclosure pursuant to the Oregon Public Records Act, except requested exemptions consistent with state and federal law.
- The City has the right to inspect, audit, and copy any C&S records regarding the expenditure of funds and performance of services.
- The City has the right to conduct a financial and performance audit of the district at any time during the term of the agreement or up to 6 years after the date of completion or termination. If the audit finds payments were in excess of the costs of the services provided, then C&S must repay the amount of the excess to the City, which must be used the repayment to provides services within the District.
- C&S will create and manage social media pages, video, audio, and websites in compliance with City Code and other requirements.

ESD Contract – License Fees



- The City will provide fee collection services to C&S for a fee of 2% of the total fee and lightning and amenities fee collected annually, deducting the payment prior to giving the fee to C&S. Recognized this is below the actual cost of collecting and managing the fee.
- The City will also deduct overhead charges, such as general fund overhead charge and enterprise business system services, as well as a portion of the cost of retaining the ESD Coordinator position.
- License fees will be paid to the C&S following the close of each City accounting period (monthly) as soon as the amount is determined.
- The Revenue Division retains up to \$10,000 in reserves to fund refunds, contingencies, or any other such payment.
- C&S is not entitled to any civil penalties collected by the Revenue Division for delayed or non-payment of fees.
- City costs related to fee collection litigation will be deducted from the next disbursement of funds to C&S. Costs include City Attorney fees and Revenue Division staff time.

ESD Contract – Insurance



- C&S must maintain a commercial liability and property damage insurance policy covering \$2,000,000 per occurrence for damage to property or personal injury.
- C&S must maintain automobile liability insurance covering \$2,000,000 per accident for property damage and bodily injury.
- C&S must comply with Oregon's workers' compensation law (ORS 656.017) and maintain workers compensation insurance covering \$1,000,000 per accident and \$1,000,000 diseases coverage for each employee.
- C&S must maintain certificates of insurance with City Auditor which have been approved by the City Attorney.
- C&S must maintain insurance coverage and cannot cancel a policy without first giving the Auditor a 30-day notice.

ESD Contract – Subcontracts



- C&S may not subcontract its work under the contract without the written approval of the ESD Coordinator.
- Subcontracts must follow a written competitive bidding process.
- All subcontractors must meet the same non-discrimination and insurance requirements as C&S and follow the City's Sustainable Contracting Policy and Fair Wage Policy.
- The City reserves the right to review any agreements between C&S and its subcontractors for services related to the contract.
- Subcontracts must include clauses substantially similar to clauses in the contract related to confidentiality, compliance with non-discrimination laws and regulations, indemnification, and insurance.

ESD Contract – Renewal & Amendments



- In the case of a change in Chapter 6.06 of City Code, then any section of the contract affected by the change will be renegotiated.
- C&S may renew the contract for an additional five years.
- C&S cannot renew the contract if it has been in material default of the contract during the term of the contract.
- To renew, C&S must give the City written notice at least six months prior to the expiration of the original term of the contract.
- Upon receipt of the written notice, the City had 30 days to contact C&S to arrange a suitable time and place to negotiate any changes to the contract.
- The renewal must be approved by ordinance adopted by City Council and via a vote of the C&S board of directors.
- The contract can be amended any time during the term of the contract via an agreement between the ESD Coordinator and C&S, unless payments to the district are increased, then it must be approved by an ordinance adopted by City Council.

ESD Contract – Termination



- The contract can be terminated by mutual agreement at any time.
- Either party can independently terminate the contract at any time for any reason deemed appropriate.
- To independently terminate the contract, the terminating party must give written notice of its intent to do so 30 days prior to the termination of the contract.
- Either party can independently terminate the contract for a breach of agreement or a force majeure event at any time.
- The City may terminate the contract if C&S becomes insolvent.
- To terminate the contract for breach of agreement, the terminating party must give written notice of the breach to the other party. The other party then has 30 days to cure the breach. If it fails to do so, the contract is terminated 10 days later.
- Following termination C&S will terminate all services as soon as possible, pay outstanding debts to its subcontractors, and then return all remaining fees to the City.

ESD Contract – Required Reporting and Oversight



- C&S partially funds the City of Portland ESD Coordinator position. They will provide a total of \$96,188 total over the next two years (2021-22 and 2022-23) and will work with City and other ESDs to develop an ongoing funding model for the position.
- The ESD Coordinator has full access to C&S financial information and contracts and serves as an ex-officio non-voting member of the C&S Board, though as a representative of the City, not C&S.
- C&S is required to provide the ESD Coordinator with quarterly financial reports.
- C&S must conduct a third party financial and contracting audit each year by an agreed upon third party and provide audit to City.
- C&S must provide a monthly report on the activities of the Safety Coordinator, Sidewalk Ambassador, Community Health Outreach, and Janitorial program.
- Reporting for the Safety Coordinators must Includes referrals to other agencies, complaints against, and uses of force by Safety Coordinators.

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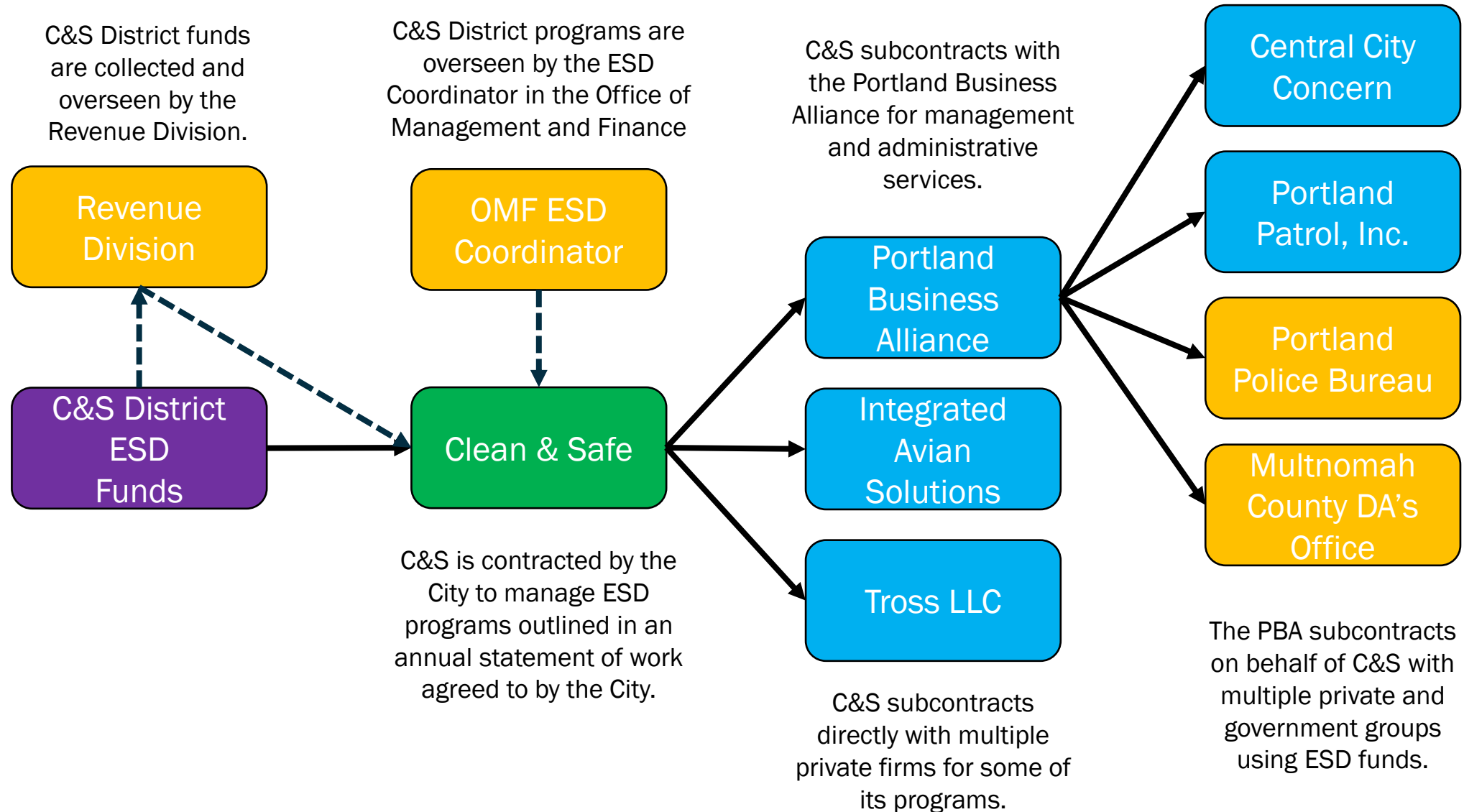
- C&S must have information on how to file complaints regarding Safety Coordinators in an easily accessible place on their website.
- C&S is required to provide an annual report to the ESD Coordinator which will be made available to the public and presented to City Council once every fiscal year.
- The annual report must include financial information, descriptions of the programs and statistics highlighting their effectiveness, information regarding stakeholder outreach, and a list of firms subcontracted with and for what purpose.
- In case of a dispute between C&S and any City bureaus, the ESD Coordinator will act as facilitator. Upon receipt of a complaint or concern, the ESD Coordinator has 15 business days to review and formally respond.



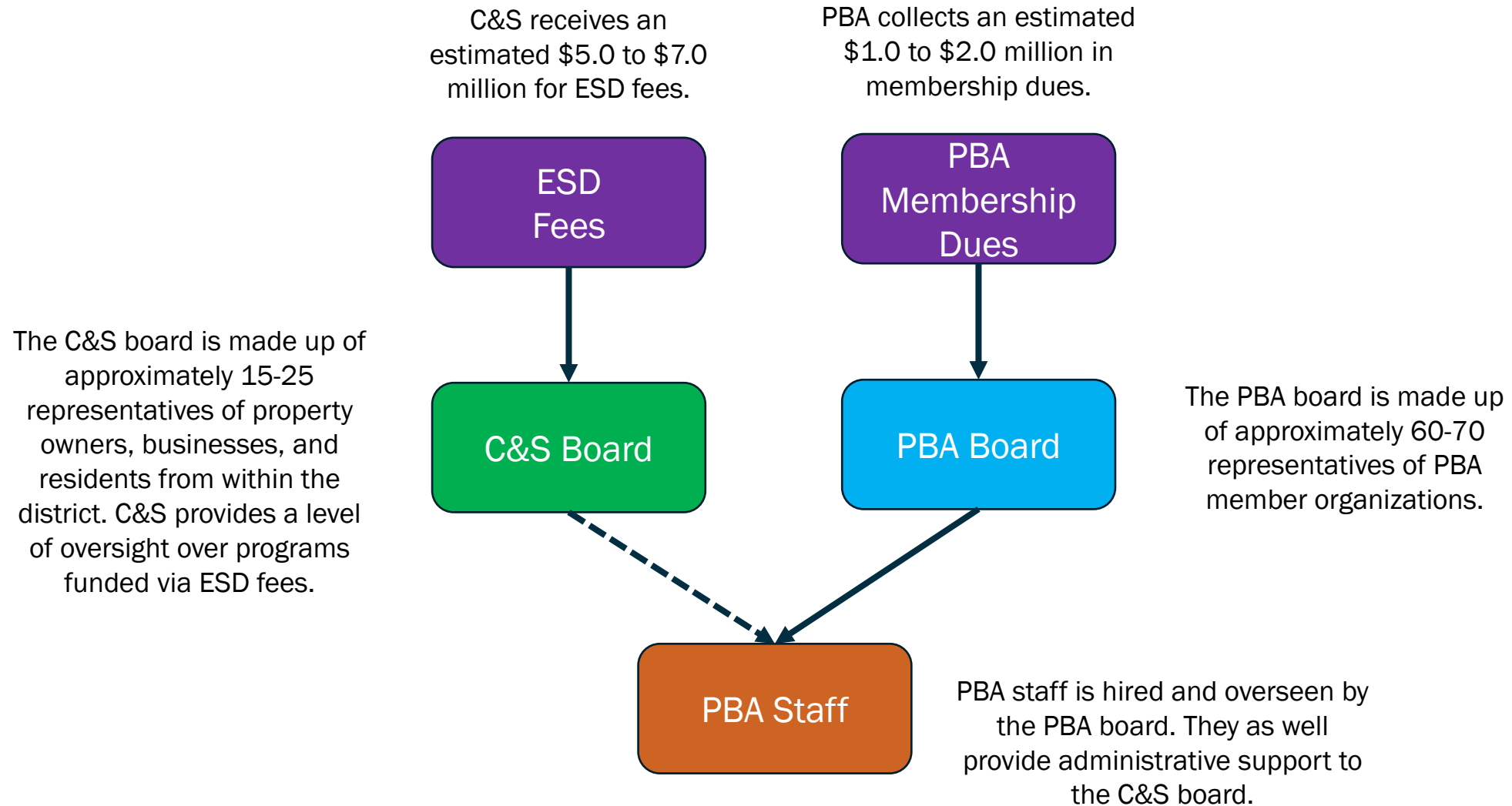
Governance

This section provides information regarding the governance of the Clean & Safe District via the Clean & Safe board of directors. This includes information on the complex contractual relationships involved in funding and managing the District's programs.

Contractual and Subcontractual Relationships



Governance Structure



Governance – Board Overview



- The Clean & Safe board oversees the C&S District's funds and programs. It is a 501(c)(3) created specifically for this purpose.
- Between 4 to 25 volunteer directors. Directors must be property owners, property managers, or representatives of the downtown business or residential community.
- Serve for three-year terms and up to three consecutive terms, which resets after a one-year break from serving.
- The Board endeavors to be divided into three equal size groups representing each of the above groups.
- Annually, a nominating committee proposes a slate of new directors to replace the one third of the board coming to the end of their term. A quorum of the Board approve the nominations via a majority vote.
- Any director can be removed with or without cause by a two-thirds majority vote of all directors. Prior to removal, the director must be given prior notice and a reasonable opportunity to speak.
- All directors are required to annually sign a conflict of interest policy related to transactions or arrangements that might benefit the private interest of a director, officer, or employee of the organization.

Governance – Board Meetings



- Following the annual meeting, the Board elects officers, determines policies, and performs other actions required to effectuate the purposes of the organization.
- Aside from the annual meeting, the Board may also hold regular meetings as determined by the Board and special meetings which can be called by the Chair or any two directors.
- Notice of meetings must be given 14 days prior to the annual meeting, 10 days before regular meetings, and 5 days before special meetings.
- A signed waiver of notice is considered the equivalent to the required meeting notice as is the presence of a director, unless they are attending specifically to object to the lack of notice.
- Business can be transacted without a meeting if all directors entitled to vote on the matter sign a consent in writing setting forth the action.

Governance – Officers



- The principal officers include Chair, Vice-Chair, Secretary, and Treasurer.
- The Vice-Chair, Secretary, and Treasurer can be the same person.
- The majority of officers must be representatives of property owners, property managers, and/or businesses that represent downtown business management license fee ratepayers.
- The Chair exercises general supervision of the organization's activities and its business. The Chair presides over all meetings and acts as the inspector of elections.
- The Vice-Chair acts as Chair when the Chair is unable to act as Chair.
- The Secretary records the minutes of proceedings and gives notices of upcoming meetings.
- The Treasurer chairs the Budget Committee, oversees the receipt of all funds and the keeping of the books.
- Any officer can be removed with or without cause by the Board by a two-thirds vote of a quorum of members.

Governance – City Representative



- The City of Portland may appoint an ex officio non-voting member of the Board known as the City Representative.
- The City has sole discretion in the appointment, removal, or replacement of its City Representative.
- The role of this position is to represent the interests of the City and to facilitate communication between the Board and the City. They do not represent the interests of Clean & Safe.
- The City Representative is entitled to all information and materials available to members of the Board.
- The City Representative may be excused from a meeting, at the discretion of the Chair, during negotiations or discussions about contracts with the City.
- The position does not count for purposes of a quorum.

Governance – Executive Committee



- The Executive Committee consists of the Chair, Vice-Chair, Treasurer, the immediate past Chair (if still a member), the Executive Director, and up to five directors appointed by the Chair and approved by the Board.
- The past Chair and Executive Director are non-voting members.
- The appointed directors must have previously served on the Board for at least one year.
- The Chair acts as head of the Executive Committee and may convene the committee with five days' advance notice.
- The Executive Committee may act for and on behalf of the Board during the interval between regular meetings, except when a special meeting is requested. They cannot appoint officers or approve or adopt the annual budget.
- A majority of Executive Committee members constitutes a quorum. Members must attend 75% of Executive Committee meetings per year.
- A summary of any action taken by the Executive Committee is sent to all Directors as soon as reasonably possible.

Governance – Other Committees



- The Nominating Committee is chaired by the immediate past Chair, if still a member. They receive proposed nominations and provide a slate of nominees for new members annually to the full Board.
- The Budget Committee is chaired by the Treasurer. They review and analyze the annual departmental budgets prepared and submitted by the Executive Director. They submit a general budget with recommendations to the Board for approval.
- The board may appoint people to committees, or create new committees as needed, at any time via a resolution passed by the majority of the Board.

Governance – Executive Director



- The Board may hire an Executive Director, or contract with another organization to provide an Executive Director, to conduct business on behalf of the organization. The Executive Director cannot be a director.
- The Board currently contracts with Portland Business Alliance (PBA) to provide an Executive Director and other management and administrative services, including staff.
- The PBA controls the Executive Director's employment relationships, including supervision and evaluation of work performance and the decision to hire or terminate the Executive Director.
- The PBA consults with the Board regarding the employment relationship and the annual compensation of the Executive Director.
- The Executive Director's compensation is currently 80% for the performance of duties related to C&S and 20% for the performance of duties related to the PBA.

Governance – Other Information



- The bylaws may be amended, in whole or part, by a two-thirds vote of all of the directors at a meeting or by unanimous written consent. Notice of the proposed amendment must be given in the notice of the meeting.
- The organization can borrow money only with the approval of the Board.
- The organization will to the fullest extent permitted by law indemnify any person who is or was a director against any and all liability incurred by their membership if they acted in good faith, in the best interest of the organization, and did not have any reason to believe their conduct was unlawful.



Financials

This section provides financial information regarding the activities of Clean & Safe in relation to the Clean & Safe District. Funding for individual programs can be found in later sections.

Financials – Enhanced Service District

Budget (\$)

	2019-20	2020-21	2021-22
Revenue			
ESD Revenue	4,917,465	5,074,238	5,345,403
Other Revenue	0	0	60,000
Total Revenue	4,917,465	5,074,238	5,405,403
Costs			
Administrative	1,198,855	1,153,989	1,343,297
Programs	3,628,033	3,737,520	4,705,314
Total Costs	4,826,888	4,891,509	6,048,611
Gain/Loss	90,577	182,729	(643,208)
Reserves	508,973	814,340	1,360,216
Net Reserves	599,550	997,069	717,008

Actual (\$)

	2019-20	2020-21	2021-22
Revenue			
ESD Revenue	4,967,060	5,236,253	N/A
Other Revenue	58,073	86,755	N/A
Total Revenue	5,025,133	5,323,008	N/A
Costs			
Administrative	1,164,818	1,131,168	N/A
Programs	3,554,948	3,645,964	N/A
Total Costs	4,719,766	4,777,131	N/A
Gain/Loss	305,367	545,877	N/A
Reserves	508,973	814,340	1,360,216
Net Reserves	814,340	1,360,216	N/A

Financials – Holiday Lighting and Amenities Programs

Budget (\$)

	2019-20	2020-21	2021-22
Revenue			
Fee Revenue	565,339	581,493	671,639
Other Revenue	0	0	0
Total Revenue	565,339	581,493	671,369
Costs			
Administrative	55,911	61,676	61,090
Program	331,800	459,540	387,500
Total Costs	387,711	521,216	448,590
Gain/Loss	177,628	60,277	222,779
Reserves	972,282	1,087,258	1,324,818
Net Reserves	1,149,910	1,147,535	1,547,597

Actual (\$)

	2019-20	2020-21	2021-22
Revenue			
Fee Revenue	565,873	655,818	N/A
Other Revenue	242	278	N/A
Total Revenue	566,115	656,096	N/A
Costs			
Administrative	56,422	51,117	N/A
Program	394,717	367,420	N/A
Total Costs	451,139	418,537	N/A
Gain/Loss	114,976	237,559	N/A
Reserves	972,282	1,087,258	1,324,818
Net Reserves	1,087,258	1,324,818	N/A

Financials –Administrative Costs

ESD Budget (\$)

	2019-20	2020-21	2021-22
Staff	825,843	779,912	870,338
Outside Services	36,289	37,382	107,320
Office Costs	210,856	215,557	218,445
Other Admin	60,603	48,138	54,068
Marketing/Event	38,984	45,720	65,846
PBA Admin Fee	26,280	27,280	27,280
Total	1,198,855	1,153,989	1,343,297

Holiday Lighting & Amenities Budget (\$)

	2019-20	2020-21	2021-22
Staff	45,174	48,122	45,599
Outside Services	1,405	1,578	1,775
Office Costs	7,377	9,503	10,390
Other Admin	1,189	1,694	2,572
Marketing/Event	766	779	754
PBA Admin Fee	0	0	0
Total	55,911	61,676	61,090

Sharp increase in cost for Outside Services in 2021/22 related to hiring of attorney to provide legal advice for new open bid process for subcontracts.

Financials – Administrative Costs – Staffing

Title	FTE
PBA President	0.45
Executive Assistant	0.45
Finance & Operations Manager	0.45
Human Resource Generalist	0.45
VP Downtown Services	0.80
Clean & Safe Director	0.95
Downtown Programs Director	1.00
VP Government Affairs	0.50
Government Affairs Director	0.42
VP Strategic Communications	0.30
Comms & Media Specialist	0.50
Senior Graphic Designer	0.30
Total	6.57

Financials – Glossary

Term	Description
Administrative	Sum of Staff, Office Costs, Outside Services, Other Admin, Marketing/Events, and PBA Admin Fee.
Fee Revenue	Primary source of revenue from the collection of the property management license fee from the ESD and the Holiday Lighting and Amenities fee from the ESD.
Marketing/Events	Non-staff costs for general marketing and events not 100% attributed to a single program.
Office Costs	Costs related to rent, supplies, equipment, telecommunications, printing & copying, postage, etc. not 100% attributed to a single program.
Other Admin	Other administrative costs not 100% attributed to a single program. Examples include travel and meals, parking and mileage, professional development, meetings expenses, bank charges, licenses and fees, insurance, subscriptions, etc.
Other Revenue	Other non-primary sources of revenue. Examples include grants, voluntary contributions, advertising sales, interest, etc.
Outside Services	Costs related to hiring of legal, accounting, consulting, payroll, etc. services not 100% attributed to a single program.
PBA Admin Fee	Fee paid to PBA by Clean & Safe in addition to other administrative costs.
Programs	Costs directly related to ESD programs or Holiday Lighting and Amenities programs.
Staff	Costs associated with staff not 100% attributed to a single program.



Programs

This section provides details and financial information for the programs funded by Clean & Safe's property management license fee and the Holiday Lighting and Amenities fee.

Programs – Cleaning

	2019-20	2020-21	2021-22
Budget	971,271	1,050,751	1,474,638
Actual	971,268	1,050,756	N/A

- Cleaning teams, patrol the District, sweeping sidewalks, removing graffiti, picking up litter, and pressure washing outdoor surfaces.
- Both patrol District and respond to immediate requests from property owners and businesses within the District.
- Primary mission is to keep District clean while also providing training and employment to the houseless and formerly houseless.
- All regular employees are members of the AFSCME.
- Teams do not participate in sweeps, move camps, or take personal property.
- When harassed or threatened leave the area immediately and notify Safety Coordinators.

- C&S subcontracts with Central City Concern's Clean Start Program for cleaning services.
- The program provides individuals impacted by houselessness the opportunity to work and gain crucial experience and confidence to pursue employment opportunities in a mentored six-month work experience. Approximately 50% of cleaners are in the program.
- Required to primarily hire from the formerly houseless population within the District.
- All employees receive a one-day training which includes trauma informed care, blood borne pathogens, professional boundaries, houseless relations, chemical safety, workplace harassment, handwashing/PPE, back injury prevention, and biohazard removal.
- All employees of the program wear uniforms and insignias identifying them as part of C&S and the Clean Start Program.
- All regular employees are given a phone for communication and data reporting purposes

Programs – Cleaning

- Janitorial Workers patrol areas within the District, providing services including sweeping, stain removal and pressure washing, debris and weed removal, and general cleaning services.
 - Debris and weed removal includes sidewalks, tree wells, flowerpots, Portland Streetcar Stations, and other areas.
 - Equipped with a cart and supplies needed to perform their cleaning duties.
 - Provide cleaning services Monday through Sunday via 8-hour shifts from 6:00 AM to 2:30 PM. Each shift includes 1 FTE regular employed Janitorial Workers and up to 6 FTE Clean Start program Janitorial Workers.
 - On weekends an additional 2 FTE Janitorial Workers work staggered shifts between 6:30 AM and 7:00 PM.
- Special Project Crews perform special cleaning jobs such as graffiti removal below 8 feet above street level, pressure washing sidewalks, and other concentrated cleaning assignments.
 - They are equipped with a truck, pressure washer, detergents, brooms, brushes, ladders, tools, squeegees, buckets, and other appropriate tools.
 - Provide services Monday through Sunday via 4- to 10-hour staggered shifts with the morning shift from 6:00 AM to 4:30 PM.
 - Five days per week includes 1 FTE regularly employed Special Project Crew and one day per week 2 FTE regularly employed Special Project Crew.
 - C&S provides 1 FTE Special Project crewmember to PMMI for pressure washing and transit shelter cleaning seven days per week from 9:00 PM to 5:30 AM.

Programs – Cleaning

- Bicycle Janitors ride specially outfitted bicycles equipped with a 15-gallon water tank and cleaning tools. They focus specifically on biohazard removal, but do other cleaning as needed.
 - Provide cleaning services Monday through Sunday via 8-hour staggered shifts. 2 FTE regularly employed Bicycle Janitors provide services on weekdays from 4:00 AM to 12:30 PM, 1 FTE regularly employed Bicycle Janitor provides services on weekdays from 9:30 AM to 6:00 PM, and 2 FTE regularly employed Bicycle Janitors provide services 7 days per weeks from 6:00 AM to 2:30 PM.
 - Mobile Bag Pickup removes full trash bags and large pieces of trash and takes them to the dump. Equipped with a truck and pressure washer.
 - Provide services Monday through Friday via 8-hour shifts from 4:00 AM to 12:30 PM. Each shift includes at least 1 FTE regularly employed Trash Collector.
- Supervisors are responsible for hiring, creating schedules, day-to-day employee relations, trainings, time sheets, uniforms, supplies, data reporting, job coaching and the surveying and monitoring of the District for quality control purposes.
 - Provide oversight Monday through Sunday via 8-hour shifts from 6:00 AM to 2:30 PM, but also must be available on-call. 2 FTE positions. Get paid a salary rather than hourly based on a 40-hour week.
 - The Business Manager is responsible for overseeing the program, program evaluation, performance reports, and disciplinary action. Have access to a vehicle to facilitate quick response times for calls for service.
 - Provide oversight Monday through Sunday via 8-hour shifts from 6:00 AM to 2:30 PM, but also must be available on-call. 1 FTE position. Get paid a salary rather than hourly based on a 40-hour week.

Programs – Crow Abatement

	2019-20	2020-21	2021-22
Budget	50,658	49,611	50,611
Actual	47,560	49,211	N/A



- The Crow Abatement program runs from October through April in a 72-block area to drive crows from the Downtown Portland core and to avoid crows congregating over night in the central core.
- The large number of crows that congregate in the central core leave an unsightly and unhygienic mess on sidewalks, benches, parking meters, garbage receptacles, lamp posts, and parked vehicles.
- When C&S deems necessary, contracts with a falconry-based crow abatement program for a sustainable, natural, and non-lethal method of crow abatement. Currently contract with Integrated Avian Solutions.
- Trained hawks fly around the area to scare the crows out of congregating as thickly in the area. The crows are not harmed by the hawks.
- The effectiveness of the program is evaluated annually with the ESD Coordinator.
- PMMI jointly pays for a portion of this subcontract.

Programs – Safety Coordinators

	2019-20	2020-21	2021-22
Budget	1,742,793	1,795,438	1,988,462
Actual	1,742,793	1,795,438	N/A

- Safety Coordinators patrol the District, helping to resolve security concerns taking place in public spaces and assisting businesses, residents, and visitors as needed.
- Both patrol District and respond to immediate requests from property owners and businesses within the District.
- C&S subcontracts with Portland Patrol, Inc. to provide the Safety Coordinators.
- Duties include providing a public safety presence on streets and sidewalks in the District via walking beats and bicycle patrols to observe, report, and mitigate street disorder.
- Maintain a daily log and file incident reports.

- They as well apply community policing and crime prevention strategies, prepare and distribute public safety communications within the District, providing information and wayfinding services as needed.
- At the request of the Portland Police Bureau (PPB), will engage in problem-solving to reduce the fear of crime and prevent street disorder.
- Patrol areas are determined by reported areas of high rates of crimes and calls for service.
- Attempt to stop criminal conduct and street disorder by observing and reporting such conduct to the PPB. Avoid participating in arrests or criminal investigations except in an emergency or when specifically directed by PPB officers to assist.
- Safety Coordinators are both armed and unarmed, but no more than 25% of Safety Coordinators can be armed at any time. Previously 50% could be armed.

Programs – Safety Coordinators

- All Safety Coordinators must be certified by the Oregon Department of Public Safety Standards and Training (DPSST) as private security. Armed Safety Coordinators must be certified by DPSST to be armed.
- Subcontract includes funding for a total of 20 FTE Safety Coordinators, 3.2 FTE Shift Supervisors, 1 FTE Administrative/Dispatch, and 0.9 FTE Management.
- Day shift from 7:00 AM to 3:00 PM operates Monday through Saturday. Includes 1 FTE Shift Supervisor and 6 FTE Safety Coordinators on Monday through Friday, and 1 FTE Shift Supervisor and 5 FTE Safety Coordinators on Saturday. Work 6 to 8 hour staggered shifts.
- Swing shift from 3:00 PM to 11:00 PM operates Monday through Saturday. Includes 1 FTE Shift Supervisor and 6 FTE Safety Coordinators on Monday through Friday, and 1 FTE Shift Supervisor and 4 FTE Safety Coordinators on Saturday. Work 6 to 8 hours staggered shifts.
- Relief shift from 11:00 PM to 3:00 AM operates Wednesday through Saturday. Includes 1 FTE Shift Supervisor and 2 FTE Safety Coordinators.
- Sunday shift includes 4 FTE Safety Coordinators, usually working during day, but can vary depending upon need.
- C&S is allowed to vary numbers of Shift Supervisors and Safety Coordinators per shift based upon need but cannot have more than 15 FTE total per shift without the prior permission of the City's ESD Coordinator.
- Shift Supervisors assign day-to-day responsibilities to Safety Coordinators and are responsible for scheduling, performance reports, training, program evaluation, and disciplinary action. Have access to a vehicle to facilitate quick response times for calls for service.
- Manager oversees the Shift Supervisors, provides shift relief to them as needed, and oversees the receipt and investigation of complaints.

Programs – Safety Coordinators

- Both Safety Coordinators and Shift Supervisors are equipped to communicate with each other, Portland Police Bureau officers, and other public agencies as needed.
 - Shift Supervisors and Safety Coordinators must wear uniforms with the C&S insignia that are clearly distinct from PPB uniforms and include clearly visible nametags.
 - Shift Supervisors and Safety Coordinators must carry and distribute business cards which include their name, their affiliation with C&S, and directions on how to contact C&S to request information or file a complaint or commendation.
 - Shift Supervisors maintain direct contact with the Janitorial Supervisor to ensure the coordination of safety and cleaning efforts.
 - Shift Supervisors and Safety Coordinators are required to be courteous and professional and conduct their duties so as to generate a positive public image.
- Upon receipt of a complaint, the Manager will perform an investigation, including interviewing the complainant, witnesses, and involved personnel.
 - If the complaint is sustained, the Manager will articulate plans to remediate, such as policy changes, trainings, etc.
 - If the complaint involves a violation of DPSST standards or laws, the complaint will be filed with DPSST.
 - On a monthly basis a report of complaints and investigations is sent to the C&S Executive Director, the City Commissioner in charge of the PPB, and the City's ESD Coordinator.
 - The City Commissioner in charge of the PPB and the City's ESD Coordinator reserve the right to review all investigations, file complaints with the DPSST, or recommend the remediation or removal of a Safety Coordinator of Shift Supervisor.

Programs – Portland Police Bureau Bike Patrol

	2019-20	2020-21	2021-22
Budget	507,268	507,268	518,209
Actual	507,264	507,264	N/A

- C&S subcontracts with the PPB to provide four sworn police officers to patrol the District. Separate contract authorized by City Council. These officers are at times called Clean & Safe Officers, Bike Patrol, or 2800s.
- Assigned police officers remain employees of the City of Portland under the leadership of the Central Precinct Commander. They remain subject to PPB policies, procedures, training requirements, and collective bargaining agreements.
- Supervised by a PPB Sergeant assigned by the Commander of Central Precinct who works with C&S security contractor for day-to-day deployment.
- Officers voluntarily apply to the program and are selected jointly by PPB command personnel, C&S, and the C&S safety contractor.

- C&S pays for the officers' salaries, retirement, appropriate overtime, health benefits, sick time, vacation time, and required training. C&S pays for the service on a quarterly basis.
- PPB pays for overtime related to late calls and court, uniforms, bicycles, related bicycle equipment, all other normal equipment, worker compensation, and liability insurance.
- At the beginning of each contract year, C&S and the PPB agree to the level of police service and annual compensation to be paid to PPB for said service.
- The contract is not meant to supplant normally assigned police patrols in the area of the District. However, the Bike Patrol does lessen the number of calls to which patrol officers have to respond.
- Goal is to build and maintain public confidence in the safety of the District via the deployment of PPB officers to support C&S safety personnel.

Programs – Portland Police Bureau Bike Patrol



- Bike Patrol officers work four staggered ten-hour shifts Monday – Friday.
- Focus of their work is on the maintenance of order, high visibility patrol, solving chronic problems, and supporting C&S safety personnel when police officer services are needed.
- Available to PPB patrol officers in the area (see patrol districts on map) for high priority cover situations, but otherwise are not available for dispatched calls. Most calls they work on come through the C&S dispatch system.
- Use common radio frequency with C&S personnel and dispatch and also monitor the Central Precinct dispatch and radio channel.
- Attend C&S safety personnel roll call at the start of their shift and the PPB Central Precinct afternoon pre-relief roll call at mid shift.
- In the event of officer injuries or illness of more than 30 days, the PPB officer will be replaced by another officer selected as detailed earlier.
- Both C&S and the City of Portland have committed to collaborating towards adequately funding public safety in downtown by 2026.

Programs – Multnomah County DA Administrative Support

	2019-20	2020-21	2021-22
Budget	78,178	78,179	88,321
Actual	80,341	84,668	N/A

- The Multnomah County District Attorney's (DA) office contracts with Clean & Safe to provide an administrative support position for its Strategic Prosecutions Unit (SPU).
- Central focus of the SPU is to target high volume system users, identify their central needs (i.e. mental health or addiction issues), and then pair them with specialty courts and service partners in the community.
- While some violent individuals do go to prison, not the primary goal.
- Those who do go to jail or prison are connected to housing and treatment as part of their release service plans rather than the traditional probation system.

- Have seen significant success with program, with users having numerous police contacts dropping to only a few after six months.
- SPU currently focuses largely on Portland central core due to need, but DA's office wants to expand. Takes a significant amount of staff time to do this type of work.
- Role of funded administrative aid is to use police data to identify individuals who fit into the program and then gather and summarize police reports to create a collective case file. This file is then given to the prosecutor in charge who decides whether or not to pursue the cases as part of the SPU program.
- If the prosecutor chooses to pursue the case file, the position then helps with legal filing and contacting potential witnesses.
- The position is employed by C&S, but under the direct supervision of the Multnomah County DA's office.

Programs – Multnomah County DA Administrative Support



- The position has no prosecutorial role, it just provides administrative support for the work done by the SPU.
- C&S has no direct say in what the position does and cannot access records or information not available to the public.
- The position has access to the Multnomah County DA's office email system and calendars and abides by all policies and procedures of the Multnomah County DA's office.
- Given the nature of significant movement by high volume system users, the work of the position is not solely focused on the C&S District.
- C&S has agreed to collaborate with the Multnomah County DA's office in creating a plan to adequately publicly fund support for the SPU program by 2026.

Programs – Sidewalk Ambassadors

	2019-20	2020-21	2021-22
Budget	139,295	114,526	137,000
Actual	91,659	0	N/A

- Historically Sidewalk Ambassador program focused on hospitality and promotion of downtown by acting as walking information kiosks for visitors, residents, and workers within the District.
- In 2021, program began transition to a new focus of acting as an unarmed first responder team serving as the eyes and ears for the District's community safety and mental health services programs. This program is still under development.
- C&S is expected to have at least 2 FTE Sidewalk Ambassadors. Timing of shifts and days worked are still being developed.
- Sidewalk Ambassadors will be equipped with radios and dispatched as an unarmed first responder team for a quick and compassionate response to issues.

- They will be trained in behavioral health, on-scene medical assistance, and trauma informed crisis management.
- Will aid in facilitating community access to social services and agencies through a range of activities, such as outreach, community education, informal counseling, social support, and advocacy.
- Will assist community members with identifying and engaging various community resources and alternatives to utilizing City of Portland emergency services.
- Will document support services in a program database in a manner that assures compliance with policies, program procedures, and government regulations.
- Hope is to help reduce the number of calls traditionally responded to by police and fire departments where criminal activity is not present.
- In 2021, Travel Portland provided one time funding of \$60,000 to expand the program beyond the District.

Programs – Community Health Outreach

	2019-20	2020-21	2021-22
Budget	0	0	180,000
Actual	0	0	N/A

- The Community Health Outreach program is a new program currently under development.
- The program will consist of 1 FTE Program Coordinator and at least 3 FTE Community Health Outreach Workers, of whom will be a licensed mental health clinician.
- Outreach Workers will accompany Janitorial Workers in their routine cleaning patrols and work to build relationships with individuals experiencing houselessness. They will also be dispatched on service calls to specific camps as needed.
- Will work to connect houseless with medical and behavioral health care and resources when asked to do so by the houseless individual.

- Will perform brief, informal assessments to determine which culturally appropriate health services will best meet individual needs and assist individuals in connecting to those services, including intake processes, transportation, accompanying to initial appointments, and follow up.
- If highly vulnerable individuals are encountered will work to connect those individuals with programs meant to address their vulnerability.
- If an Outreach Worker is harassed or threatened, they will leave the area immediately, returning once it is felt safe or with police presence.
- C&S has committed to working with the City to examine the need for specific types of training regarding de-escalation, mental health crisis response, trauma informed care intervention, and social safety net referrals.

Programs – Portland Mall Management



	2019-20	2020-21	2021-22
Budget	72,570	74,747	76,989
Actual	72,570	74,747	N/A

- PMMI is a nonprofit group which oversees the management of the Portland Transit Mall and LRT Loop (shaded area on map). It is overseen by TriMet and receives funding from TriMet and PBOT.
- PMMI contracts with the PBA to provide and manage safety and cleaning services on the Transit Mall and LRT Loop.
- PBA provides these services via subcontracts. The safety subcontract is with Portland Patrol, Inc. and the cleaning contract is with Central City Concern's Clean Start Program.
- C&S as well pays between \$70,000 to \$80,000 per year directly into the PMMI general fund to support its operations (see financial data above).
- As part of the contracts between PBA and PMMI, C&S also provides in-kind safety and cleaning services to PMMI free of charge (not included in financial data above). Further details can be found in the Portland Mall Management, Inc. section.

Programs – Downtown Economic Development

	2019-20	2020-21	2021-22
Budget	21,000	20,000	28,000
Actual	15,933	3,568	N/A

- The goal of the Downtown Economic Development program is to develop and implement strategies to foster the vitality of downtown.
- Participates in committees related to the development of downtown retail, office, and housing development, such as the Stakeholder Advisory Committee's of Prosper Portland, neighborhood advocacy committees, and the Old Town/Chinatown Business Committee.
- Conducts market research to develop an understanding of the central city market and drive economic development, marketing, and retail efforts.
- Works with government entities to overcome identified obstacles to business development.
- Identify business climate issues and perform program advocacy to mitigate such issues and promote a positive business environment.
- Conducts an annual survey of downtown businesses to determine their expansion, contraction, or relocation plans to identify factors affecting business downtown.
- Conducts research of the Central City parking inventory, hotel density, and property descriptions for use by investors and developers.
- Conducts research of foot traffic patterns to assist brokerage community in locating appropriate street-level retail opportunities or clients.

Programs – Downtown Economic Develop. – Central Committee



- The Central City Standing Committee is a committee of the Portland Business Alliance.
- The Committee considers public policy priorities which informs the PBA's member driven policy agenda and C&S's advocacy work as related to the vibrancy, economic development, and livability of Portland's Central City.
- The Downtown Economic Development program includes staffing of the Central City Standing Committee. Staffed by the Government Affairs Director.
- Businesses within the C&S District are encouraged to participate.
- Meets monthly.

Programs – Downtown Retail Development

	2019-20	2020-21	2021-22
Budget	45,000	47,000	47,360
Actual	25,556	49,765	N/A

- The goal of the Downtown Retail Development program is to develop and implement strategies to encourage the retention and expansion of retail and restaurant businesses and attract new businesses.
- Works with the Downtown Retail Council, the City, Prosper Portland, the Downtown Retail Advocate, the Downtown Marketing Initiative, Travel Portland, and other community partners to encourage retail development and retention.
- Performs ongoing analysis of existing office and retail data to continue programs for identifying opportunities for business recruitment, expansion, and retention.
- Aids in problem resolution and technical assistance for office and retail tenants.

- Maintains regular contact with brokerage community to identify opportunities to assist in business recruitment and retention.
- Coordinates sponsorships, cross-promotions, negotiated media efforts, and other budget leveraging activities with the Downtown Marketing Initiative.
- Develops communications designed to generate awareness and utilization of the C&S programs.
- Administers the Holiday Lighting program.
- Coordinates sidewalk amenities, including wayfinding, banners, garbage cans, news racks, etc. to support clean and organized public spaces.
- Develops Downtown and Old Town retail recruitment packet and keeps up to date the retail vacancy list and map for both neighborhoods.

Programs – Downtown Retail Development – Retail Council



- Downtown Retail Council meets monthly and develops and conducts cooperative retail promotions, oversees the implementation of the Downtown Retail Strategy, advises on the use of Downtown Marketing Initiative funds, and oversees the development of market research to support retail success.
- Represents collective interest of retailers related to public environment, public policy decisions, and the engagement of elected leaders. All retail, hotelier, and restaurateur stakeholders are welcome to attend.
- The Downtown Retail Development program includes staffing of the Downtown Retail Council. Staffed by the Director of Downtown Programs and the Downtown Retail Advocate.
- Established in 2009, the [Downtown Retail Strategy](#) focuses on Downtown/ Old Town (yellow area on map) and more specifically the Downtown Retail Core (purple area on map).
- Primary strategies of the Downtown Retail Strategy include designating Morrison and Yamhill as Signature Streets within the Retail Core, establishing a Retail Overlay District, creating an identity and effective marketing strategy for the Retail Core, and employing a set of tools to implement the Retail Core successfully.

Programs – Downtown Retail Development – Retail Council



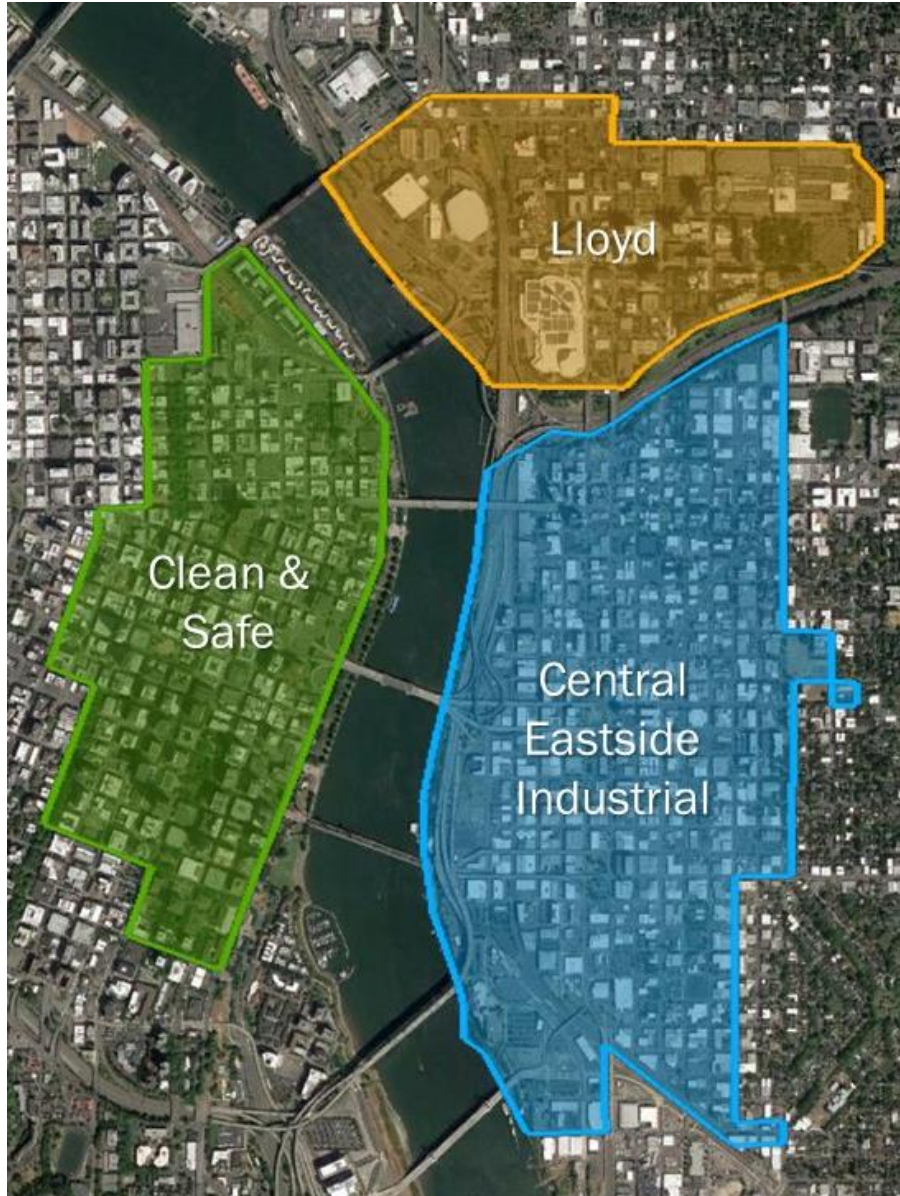
- The Downtown Marketing Initiative is funded by PBOT via revenue from Smart Park garages, parking meters, and the gas tax.
- First established in 2009, the program was managed by Travel Portland until 2014 when the program was significantly diminished by limiting it to the holiday season and management was given to the PBA.
- The current purpose of the initiative is to promote holiday shopping in Downtown and Old Town via free parking in Smart Park garages on certain dates, promotion campaigns, and other festive themed programs.
- Current annual funding for the program is provided by City via a sole source contract to the PBA which manages the program. Approximate annual funding for this contract is \$250,000.

Programs – Downtown Retail Development – Retail Advocate



- The Downtown Retail Advocate is a full-time position jointly funded by Clean & Safe (54%), Prosper Portland (29%), and PBOT (via Smart Park funds) (17%). This position is a contract position with the PBA and is managed by Clean & Safe.
- The purpose of the position is to aid in the pursuit of the goals of the current Downtown Retail Strategy, established in 2009, and support the retail market across Downtown and Old Town.
- The Downtown Retail Advocate provides assistance to landlords, brokers, and tenants, including providing market research and custom recruitment packets, developing retail and restaurant leads, and providing information about incentives and programs available to assist businesses and landlords.

Programs – City of Portland ESD Coordinator



	2019-20	2020-21	2021-22
Budget	0	0	31,724
Actual	0	0	N/A

- The City of Portland ESD Coordinator is a new position which provides oversight over the City's three Enhanced Service Districts.
- C&S is contractually obligated to partially fund the ESD Coordinator position. They will provide a total of \$96,188 total over the next two years (2021-22 and 2022-23) and will work with City and other ESDs to develop an ongoing funding model for the position.
- The ESD Coordinator has full access to C&S financial information and contracts and serves as an ex-officio non-voting member of the C&S Board, though as a representative of the City, not C&S.
- C&S is also required to provide regular reports on its financial position and the activities of its programs to the ESD Coordinator.
- The ESD Coordinator also serves as a non-voting City Representative on the C&S Board of Directors.

Programs – Holiday Lighting



	2019-20	2020-21	2021-22
Budget	309,000	311,740	372,000
Actual	259,512	298,187	N/A

- Funded by separate fee on all business properties within the C&S District. Funds formerly could only be used for holiday lighting and amenities, but since 2020 excess funds can be used for other programs.
- Funds the installation and maintaining of 3,000 strands of holiday lights on 750 trees during the holiday season throughout the holiday lighting zone (shaded area on map is approximate area) to attract visitors, stimulate business activity, and enhance overall cleanliness and safety of downtown.
- Active from approximately November 1 through the end of February.
- Holiday lights administered by the Downtown Retail Development program.

Programs – Holiday Lighting



- Installation, monitoring, management, and maintenance of lights is handled via a subcontract with Tross LLC.
- Teams go out everyday at 4 AM to replace downed or vandalized light, troubleshoot burned out lights, replace bad power cords, etc.
- Holiday light placement is traditionally chosen based on high pedestrian traffic, permission from property owners, access to power, and appropriate size and types of trees.
- Many property owners choose to not allow lights on the street trees surrounding their property, or refuse to supply power for the lighting, resulting in blocks without lights.
- Trees are inspected by the City Forester prior to installation. Trees need to be mature enough to support tree lighting, traditionally at least 3 to 5 years old, and need to be trees that lose their leaves in the winter.
- Currently exploring expanding the lighting area to include Old Town.

Programs – Amenities



	2019-20	2020-21	2021-22
Budget	22,800	147,800	15,500
Actual	135,205	69,233	N/A

- Funded by separate fee on all business properties within the C&S District. Funds formerly could only be used for holiday lighting and amenities, but since 2020 excess funds can be used for other programs.
- The Amenities Program includes one-time costs related to the purchase and/or repair of items such as trash cans, solar trash compactors, news racks, and syringe drop boxes placed by C&S throughout the district.
- In 2019-20, \$109,239 was spent on trash cans, \$1,534 on syringe drop boxes, and \$3,749 on news rack repairs.
- In 2020-21, \$53,775 was spent on trash cans.
- Depreciation is also measured as an accounting placeholder for the loss in value of news racks installed by Clean & Safe over time. Depreciation in 2019-20 was \$20,683 and in 2021-22 was \$15,458.



City Basic Services

This section provides details on the basic services in the District outlined as part of the City Basic Services Agreement in the City's contract with Clean & Safe.

City Basic Services



- The City of Portland annually provides C&S details on relevant basic services within the C&S District to aid them in managing their enhanced service programs. Services are expected to remain the same as those in place on October 1 of each year.
- The City is not contractually required to maintain these service levels and is allowed to change them as needed.
- If such a change occurs, then the City must inform C&S who then has the right to adjust or change their enhanced services accordingly, though these changes must still be approved by the City.
- The Bureau of Planning and Sustainability (BPS) provides daily trash can collection for public trash cans in the District seven days per week. They provide maintenance and graffiti removal for trash cans as needed.
- The Office of Community and Civic Life (OCCL) provides graffiti removal services within the District for locations above 8 feet from the street, murals on private property, and sensitive or porous services requiring power washing. The City does not guarantee graffiti removal services for all circumstances and locations.

City Basic Services



- The Portland Bureau of Transportation (PBOT) provides maintenance of its assets, including street resurfacing, signage, signals and signal cabinets, striping, paving, crosswalks, bike lanes, light poles, parking meters, and public garages.
- PBOT also provides arterial street sweeping 3 times per week in the summer, 5 times per week in the fall during a time frame agreed upon by PBOT and C&S, and 1 time per week the rest of the year.
- Portland Parks and Recreation (PPR) provides daily maintenance to the parks in the District including ground litter pick up, trash receptacle changed twice per day, irrigation repairs and tune ups as needed, and landscape maintenance.
- PPR also maintains 302 planters on SW Yamhill Street, SW Morrison Street, SW 5th Avenue, and SW 6th Avenue, as well as 41 planters on SW Ankeny Street.
- PPR provides maintenance for The Source Fountain, Pettygrove Fountain, Lovejoy Fountain, Ira Keller Fountain, Director Park Fountain, Jamison Square Fountain, Salmon Springs Fountain, Skidmore Fountain, and 4 Ponds in South Waterfront.

City Basic Services



- The Portland Water Bureau provides maintenance for 125+ Benson Bubblers within the District on a two-week rotation.
- The Portland Police Bureau (PPB) is expected to not base staffing of each patrol district and shift on C&S services offered in the District, but rather on factors such as number of calls for service within each patrol district, the priority calls for service, time of day, day of week, geographical factors, and other factors.
- Portland Streetcar power washes the Streetcar stations within the District on a monthly basis, provides graffiti removal at the stations, and changes trash receptacles at the stations.
- Both C&S and City Bureaus have the ability to submit a concern or complaint about each party's service commitments. To lodge a concern or complaint, it must be sent in writing to the ESD Coordinator.
- Upon receiving a complaint, the ESD Coordinator has 15 business days to review and formally respond. The ESD Coordinator will then work with both parties to reach a joint resolution based upon the statements of work.



Portland Transit Mall

The Portland Transit Mall is a separate program administered by TriMet and managed by the non-profit Portland Mall Management, Inc. While the Portland Transit Mall is largely within the Clean & Safe District, it is a separate program. However, given Portland Mall Management, Inc. subcontracts with the Portland Business Alliance and Clean & Safe to provide safety and janitorial services on the Portland Transit Mall, information regarding the program is provided in this section.

Portland Transit Mall Timeline

- 2009** – [Ordinance 183013](#) authorizes the City to enter into a five-year contract with TriMet to provide funds for enhanced services on the Portland Transit Mall and the Light Rail Transit Loop. TriMet contracts with PMMI to provide these services.
- 2014** – [Ordinance 186763](#) renews the contract between the City and TriMet to provide funds to the PMMI for another five years.
- 2019** – [Ordinance 189630](#) renews the contract between the City and TriMet to provide funds to the PMMI for another five years.
- 2024** – Contract between City and TriMet up for renewal.

Clean & Safe versus Portland Mall Management, Inc.

Portland Business Alliance manages the Clean & Safe enhanced service district and as well provides janitorial and security services to Portland Mall Management, Inc. (PMMI) as part of two separate subcontracts. These two sources of public funds are overseen by different entities.



Enhanced Service District

Overseen by Revenue Division.

Funding comes from the C&S District's property management license fee.

The City contracts with C&S to provide services within the C&S District. C&S in turn subcontracts with PBA for management services.

Funding can be used for a wide range of enhanced services to supplement City basic services.

Portland Transit Mall

Overseen by TriMet.

Funding comes from TriMet, PBOT's general fund and meter funds, and the Parks Bureau.

TriMet contracts with PMMI to manage programs along the Portland Mall. PMMI in turn subcontracts with PBA for janitorial and security services.

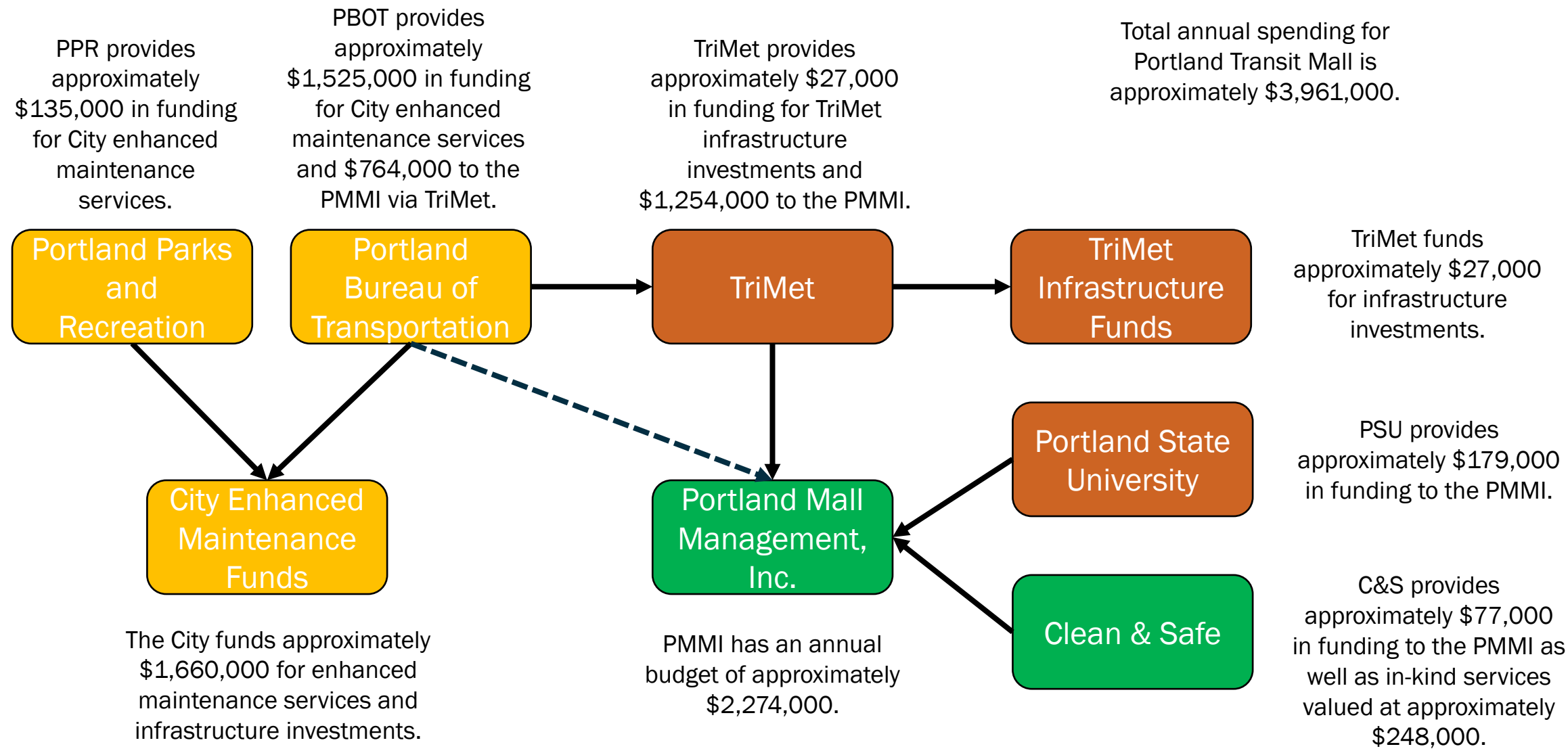
Funding can only be used for janitorial and security services as outlined in the scope of work.

Portland Transit Mall

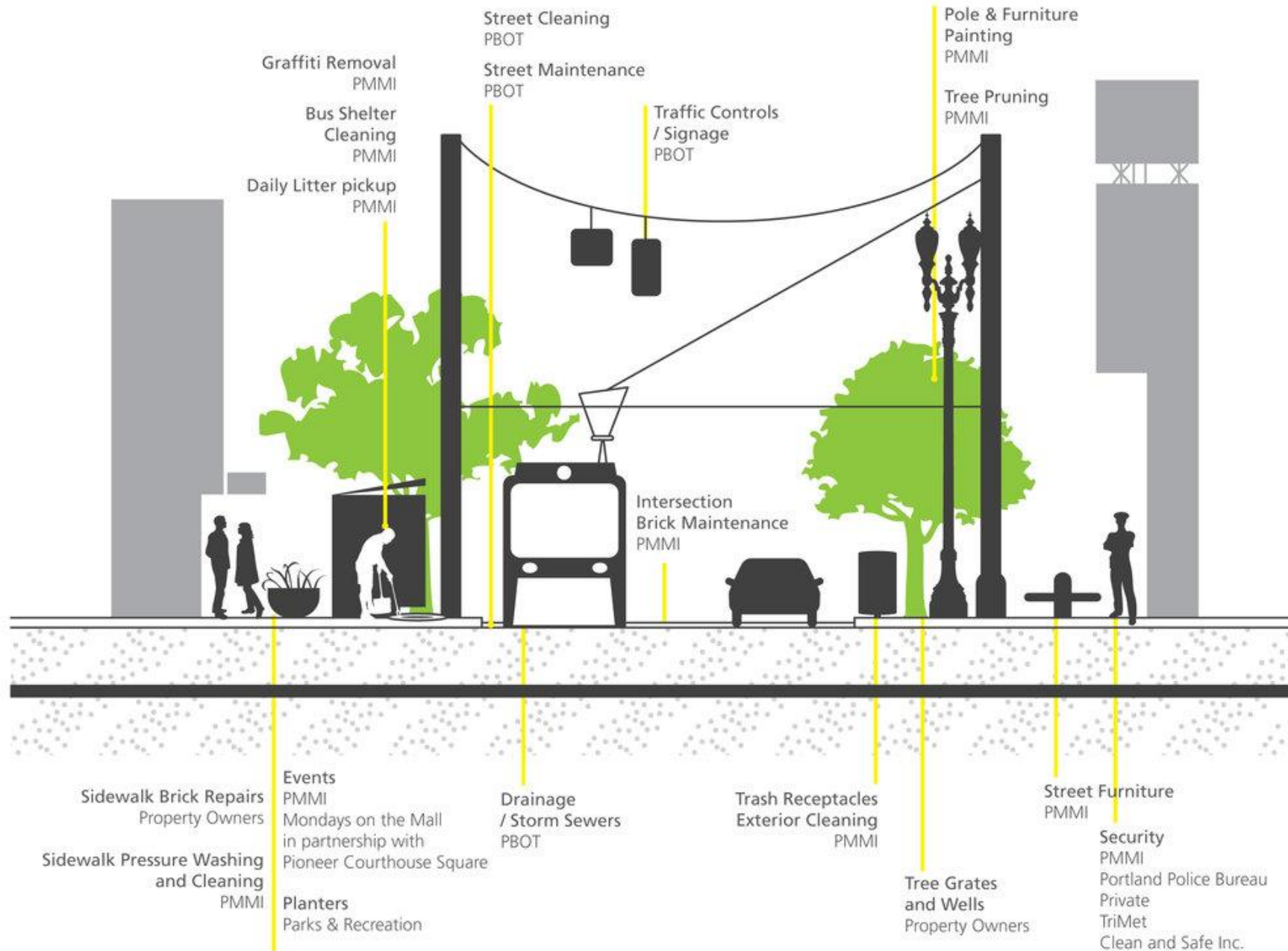


- The [Portland Transit Mall](#) enhanced maintenance area was created in 2009 via a partnership between the City of Portland and TriMet.
- Regulated by the City's agreement with TriMet. Overseen by TriMet.
- Funded jointly by PBOT via general transportation revenue and meter revenue, Portland Parks & Recreation (PPR) via general funds, and TriMet. Further funds are also received from C&S and PSU. Annual budget is approximately \$4.0 million.
- TriMet contracts with the non-profit Portland Mall Management, Inc. (PMMI) to provide safety, cleaning, maintenance, and promotional services within the Portland Transit Mall area.
- PMMI subcontracts with the private firm Shields Obletz Johnsen to provide management and administrative services.
- PMMI also subcontracts with the Portland Business Alliance and Clean & Safe to provide safety and cleaning services.
- A number of services within the Transit Mall are handled directly by TriMet, PBOT, and PPR.

Transit Mall Funding Sources



Portland Transit Mall – Who Does What?

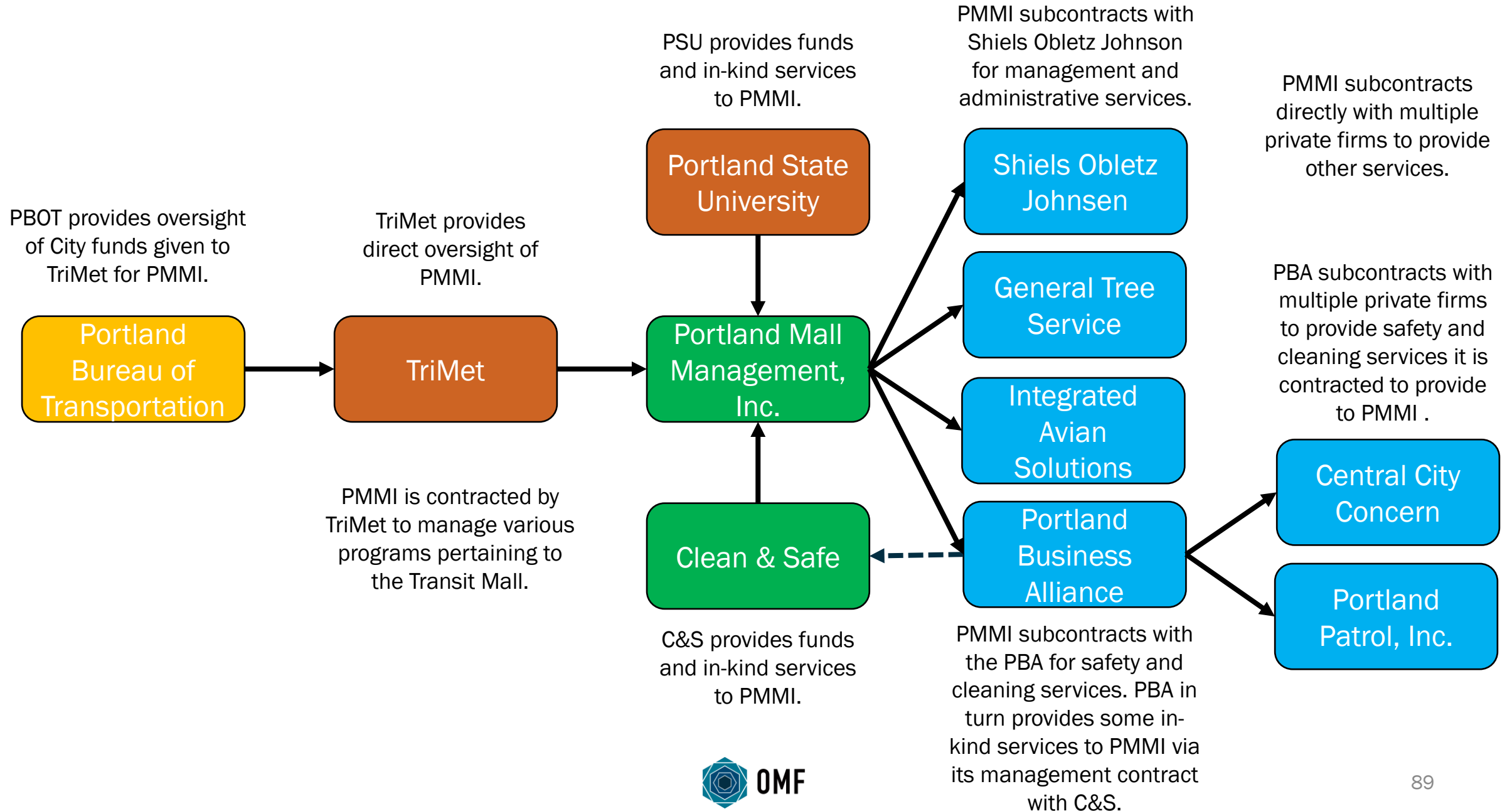


Enhanced Maintenance and Infrastructure Funds



- The City of Portland annually spends approximately \$1,110,000 on enhanced maintenance services within the Portland Transit Mall.
- These enhanced services include the flushing of sidewalks twice per week, the flushing of the streets and street sweeping five times per week, two seasonal plantings and maintenance of plants in planter pots throughout the Transit Mall, and other smaller services.
- The City of Portland annually spends approximately \$550,000 on infrastructure capital improvement projects within the Mall.
- This includes street resurfacing every 15 years, regular inspection and touchup of intersection pavers, the full repainting of light poles and signal poles every 15 years, granite curb maintenance every five years, and the full repainting of benches every ten years.
- TriMet annually spends approximately \$27,000 on infrastructure capital improvement projects within the Mall. This money goes towards the full repaint of OCS poles every 15 years.

PMMI Contractual and Subcontractual Relationships



PMMI Governance



- PMMI is governed by a volunteer 18-member board that includes property owners and representatives of PBOT, TriMet, Clean & Safe, PSU, and Pioneer Courthouse Square.
- The Board is overseen by a 6-member Executive Committee which acts on the Board's behalf.
- Elected board officers include a President, Secretary, and Treasurer.
- Through the PMMI's management contract, Shiels Obletz Johnsen provides a part time Executive Director and Operations Manager.
- PMMI board meetings are open to the public.

Financials – PMMI

Budget (\$)

	2019-20	2020-21	2021-22
Revenue			
TriMet	1,059,730	1,157,043	1,254,003
PBOT	757,760	760,838	764,203
Clean & Safe	72,570	74,747	76,989
PSU	168,570	173,627	178,836
Total Revenue	2,058,630	2,166,255	2,274,031
Costs			
Administrative	157,126	160,268	163,474
Programs	1,875,076	1,979,031	2,083,061
Other Costs	26,428	26,956	27,496
Total Costs	2,058,630	2,166,255	2,274,031



Financials – PMMI Programs

Budget (\$)

	2019-20	2020-21	2021-22
Cleaning	1,070,815	1,135,064	1,199,309
Security	590,476	625,905	661,331
Public Events & Art	87,052	88,793	90,569
Street Trees & Grates	55,182	56,286	57,411
Crow Abatement	22,440	22,889	23,347
Infrastructure Maintenance	49,111	50,092	51,094
Total Programs Cost	1,875,076	1,979,031	2,083,061



PMMI Programs – Cleaning



- PMMI subcontracts with the Portland Business Alliance to provide cleaning services, which in turn subcontracts with Central City Concern's Clean Start Program.
- Clean & Safe provides in-kind services as part of this subcontract, providing 1.0 FTE Special Projects Worker.
- Cleaning program includes daily cleaning services throughout the Mall, monthly pressure washing and scrubbing of all sidewalks, semi-annual polishing of all stainless steel fixtures, and weekly pressure washing of all transit shelters.
- Daily cleaning services include removal of trash, graffiti, leaves and small branches, bio-hazards, and other debris.
- Daily cleaning services on the Mall Proper are via staggered 8-hour shifts from 7 AM to 7 PM with 6 FTE Janitorial Workers on weekdays and 4 FTE Janitorial Workers on weekends.
- Daily cleaning services on the LRT Loop are via staggered 8-hour shifts from 7 AM to 7 PM with 4 FTE Janitorial Workers each day.
- A minimum of 2 FTE must be permanent employees rather than people enrolled in the Clean Start Program.

PMMI Programs – Security



- PMMI subcontracts with the Portland Business Alliance to provide security services, which in turn subcontracts with Portland Patrol, Inc.
- Clean & Safe provides in-kind services as part of this subcontract, providing 1.0 FTE armed security officer.
- Security personnel patrol the Mall to deter crime and disorder, and act as ambassadors with substantive knowledge of locations and services in the Central City, transit customer service, and social service agency referral contacts.
- Security personnel wear distinct uniforms and are equipped with radio and/or cellular phones linked to appropriate dispatch operations.
- Security Services on the Mall are via 8-hour staggered shifts from 7 AM to 10:30 PM each day, with deployment varying depending upon observed need.
- The subcontract funds a total of 10 FTE security personnel, including 9 FTE unarmed personnel and 1 FTE armed personnel, the latter being provided by Clean & Safe.

PMMI Programs – Other Programs



- The Public Events and Arts programs most often involve a partnership with Pioneer Courthouse Square to provide spaces for musicians, performers, and various art programs meant to attract people to the Transit Mall.
- Examples include Polka Dot Pop Up Performances, Mondays on the Mall during the summer, Holidays on the Mall, and the Great Figgy Pudding Caroling Competition.
- PMMI's Street Trees and Grates program subcontracts with General Tree Service to prune trees along the Mall on a three-year cycle and to respond to weather events.
- PMMI's Crow Abatement program partners with Clean & Safe to pay a portion of their contract with Integrated Aviation Solutions to use hawks to limit the negative affects of crows congregating in the downtown area.
- Other maintenance programs include ongoing maintenance, paint touch up, and cleaning of poles, benches, and trash cans. It as well includes landscape maintenance.