SACO CITY COUNCIL WORKSHOP  
MONDAY, JULY 15, 2019 – 6:30  
CITY HALL AUDITORIUM  

I. CALL TO ORDER  

II. AGENDA  

A. Review Annual Report  
B. City of Saco Digital Sign Policy  
P3  
C. Budget Amendment #1: Appropriation for Public Works Facility  
P6  
D. Budget Amendment #2: Non-Union 1.1% Increase  
P8  
E. Charter Amendment: School Budget  
P11  
F. Shuttle Bus and Saco Main Street Lease  
P13  
G. City Administrator Search Firms  
P22  

III. ADJOURNMENT  

Hearing Assistance Devices are available at the back of the Auditorium.  
If you are interested in addressing the Mayor and Council in the public comment session, please add your name to the roster at the back of the room.
SACO CITY COUNCIL MEETING  
MONDAY JULY 15, 2019 – FOLLOWING WORKSHOP  
ESTIMATED START TIME 8:00 PM  
CITY HALL AUDITORIUM

I. CALL TO ORDER
II. RECOGNITION OF MEMBERS PRESENT
III. PLEDGE OF ALLEGIANCE
IV. GENERAL
   A. National Night Out – August 6th at Memorial Field
V. PUBLIC COMMENT
VI. CONSENT AGENDA
   A. Acceptance of the 2019 Annual Report P24
   B. City of Saco Digital Sign Policy P25
   C. Budget Amendment #1: Public Works Facility P28
   D. Budget Amendment #2: Non-Union 1.1% Increase P30
   E. Shuttle Bus Zoom and Saco Main Street Leases P33
   F. Approval of City Administrator Search Firm P42
   G. Confirm Mayor’s Appointments to the Parks & Recreation Advisory Board P44
   H. Approve Minutes from July 1, 2019
VII. AGENDA
   A. (Public Hearing) Park North Contract Zone: Amendment Request P48
to Add Two Uses
   B. (Public Hearing) Park North and Cascade Contract Zone: Subdivision P49
      Amendments
   C. (Public Hearing) Cascade Road Contract Zone: Amendment P51
   D. (Public Hearing) Renewal Application for a Special Entertainment Permit – P52
      Biddeford-Saco Elks Lodge No. 1597
   E. (First Reading) Charter Amendment: School Budget P54

VIII. ADMINISTRATIVE UPDATE
IX. COUNCIL DISCUSSION AND COMMENT
X. EXECUTIVE SESSION
   “Be it Ordered that the City Council enter into executive session, pursuant to
   [M.R.S.A. Title 1, Chapter 13, Subchapter 1, §405(6)]:
   (C) Credit Enhancement Agreement Terms and Conditions
   (C) Discussion of Real Estate Matter Regarding Pre-K
   (C) Parks and Recreation Real Estate Matter
XI. REPORT FROM EXECUTIVE SESSION
   Language for this will be provided during Executive Session
XII. ADJOURNMENT
MEETING ITEM COMMENTARY

AGENDA ITEM: Adoption of a Digital Sign Use Policy

STAFF RESOURCE: Emily Roy, Marketing & Communications

COUNCIL RESOURCE: Councilor Nathan Johnston

BACKGROUND: The purpose of the Digital Sign Use Policy is to establish specific guidelines to regulate messaging on city-owned digital signs.

Previously, there was no policy regulating the content communicated on the city-owned signs. Therefore, there has been inconsistency among departments regarding which messages have been advertised. A policy must be adopted to avoid future discrepancies.

EXHIBITS: Digital Sign Use Policy
            Digital Sign Use Request Form

RECOMMENDATION: Staff recommends approval.

SUGGESTED MOTION: “The City Council moves to adopt the Digital Sign Use Policy dated July 15, 2019”.

Digital Sign Use Policy

Purpose
The purpose of the Digital Sign Use Policy is to establish specific guidelines to regulate messaging on city-owned digital signs.

Background Information
Previously, there was no policy regulating the content communicated on the city-owned signs. Therefore, there has been inconsistency among departments regarding which messages have been advertised. A policy must be adopted to avoid future discrepancies.

Timeline
The policy is effective 30 days from the approved date.

Digital Sign Use Policy
Only municipal entities may post information to the signs; these entities include all city departments, Council-appointed boards and committees, school department announcements, and city-supported agencies.

Examples of authorized postings include:
A. City Departments and Public Service Announcements
B. City Board and Committee Announcements
C. City Supported Agencies and School Events
D. Community Organizations Hosting Events at City Owned Locations

Signs may not be used to promote business for private entities without any connection to a city department. It is at the discretion of the Marketing & Communications Division and/or the Fire Department, whether an event complies with these criteria. Partnerships between the city and private entities as well as events taking place using city facilities such as an event at the fire station will be subject to review before advertising.

Requests from non-profit entities that are not connected to a city department such as fundraisers and events for local non-profit sports organizations will be subject to review before advertising. Exceptions will be reviewed and may be granted on a case-by-case basis.

Event postings are to be approved by the Marketing & Communications Division and/or the Saco Fire Department before advertising. Applicants are encouraged to submit their request at least two weeks before the proposed date of postage using the Digital Sign Use Request Form.
CONTACT INFORMATION

Primary Contact's Name
Organization/Department
Address
City
State ZIP Code
Phone E-mail

EVENT INFORMATION & MESSAGING

Please select the type of announcement you would like to advertise

- Community Event
- Public Service Announcement
- City Information & Updates
- Traffic & Construction Updates
- Other

Please include the requested message. You are restricted to # of characters and # of lines

Please select which signs you would like your message advertised on

- Train Station
- Fire Station

When do you want this advertised?

If you have any questions, please contact Emily Roy, Marketing & Communications, at ERoy@sacomaine.org or by calling (207)710-5002.
MEETING ITEM COMMENTARY

AGENDA ITEM:  Budget Amendment #1: Public Works Facility

COUNCIL RESOURCE:  Councilor Nathan Johnston

STAFF RESOURCE:  Patrick Fox, Public Works Director

BACKGROUND:  The Public Works Facility is still projected to come in under budget. However, funds must be committed in FY2020 prior to the sale of the existing Public Works Facility, which is not projected to occur until FY2021 at the earliest. Total expenses through the end of FY2020 are expected to be $8,289,912. Total revenue from the bond issuance was $7,604,458: $7,250,000 as approved by the voters plus $354,458 in Bond Premium. Therefore, total cash required through the end of FY2020 exceeds the revenue from the bond issuances by $684,454. Of that total, $325,000 in funding has already been made available by re-appropriating the funding for the wash bay. That leaves $360,454 needed to cover our bills through FY2020. We are recommending that $360,454 be appropriated from the General Fund Unassigned Fund balance to cover these bills, with the understanding that the General Fund will be paid back in proceeds from the sale of the existing Public Works facility in FY2020. The Unassigned Fund Balance is currently projected to be at $6,669,634 at the end of FY2019, which leaves the City with a $907,578 surplus above the 10% maximum required per the City Code. The FY2020 budget already contains a Use of Surplus of $257,402. This amendment brings the total Use of Surplus to $617,856, which still leaves a projected surplus of $289,722 to be appropriated for other items, pending the FY2019 Audit.

EXHIBIT:  Budget Amendment request form

RECOMMENDATION:  City staff recommends approval.

SUGGESTED MOTION  

“Be it ordered that City Council approves the first reading of Budget Amendment #1: Public Works Facility and move to schedule a second and final reading for August 12, 2019”.

“I move to approve the order”.

6
## City of Saco
### FY 2020 Budget Amendment Request Form

#### Revenue & Appropriation

**Amendment # 1: Appropriation for PW Facility**

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<th>Project</th>
<th>Account Name</th>
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**Notes:** The Unassigned Fund Balance is currently projected to be at $6,669,634 at the end of FY2019, which leaves the City with a $907,578 surplus above the 10% maximum required per the City Code. The amended use of surplus totals $617,856, which still leaves the City with a $289,722 surplus.

Finance Director certifies that funds are available:

[Signature]

6/25/2019

Glenys Salas, Finance Director

Approved by Council: 

Date:
MEETING ITEM COMMENTARY

AGENDA ITEM: Budget Amendment #2 – 1.1% Increase for Non-Union

COUNCIL RESOURCE: Councilor Marshall Archer

STAFF RESOURCE: Kevin Sutherland, City Administrator

BACKGROUND: This amendment will increase Non-Union Salaries by 1.1% above the 1.9% COLA increase included in the Approved Budget for FY2020. This amendment matches our non-union salary increase to the all-in 3% increase union employees and library employees will receive in FY2020. It will help offset a projected 10% increases to employee health insurance premiums for 2020.

EXHIBIT: Budget Amendment request form

RECOMMENDATION: City staff recommends approval.

SUGGESTED MOTION: “Be it ordered that City Council approves the first reading of Budget Amendment #2 1.1% Increase for Non-Union and move to schedule a second and final reading for August 12, 2019”.

“I move to approve the order”.
WORKSHOP ITEM: D  
July 15, 2019  
Exhibit Item: 1

City of Saco  
FY 2020 Budget Amendment Request Form  
Revenue & Appropriation  
Amendment # 2 - 1.1% for Non-Union  
6/25/2019  
Human Resources  
Department

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Notes: The 1.1% increase will aid in mitigating the impact of projected 10% increase to health insurance premiums.
Finance Director certifies that funds are available:

Glenys Salas, Finance Director

6/25/2019

Date

Approved by Council: Date:
MEETING ITEM COMMENTARY

AGENDA ITEM: (First Reading) Charter Amendment #3 – School Budget

STAFF RESOURCE: Michele L. Hughes, City Clerk

COUNCIL RESOURCE: Councilor Lynn Copeland

BACKGROUND: The City Council endeavors to make an amendment to Section 6.06 of the Charter. The section pertains to City Council Action on the Municipal Budget. The amendment will allow the Council to vote on the global school budget, instead of on each cost center.

EXHIBITS: Amendments to Charter Section 6.06

Reading through the exhibit, (Strike-through represents language to be deleted, while underline represents new language.) Only Sections and subsections of the Charter that have a change are shown in the exhibit. The amendment is not meant to remove or change any other aspect of the Charter. Any changes suggested in other amendments are not shown in this amendment.

RECOMMENDATION: Staff recommends approval.

SUGGESTED MOTION: “Be it ordered that the City Council approve the first reading of, ‘Saco City Charter Amendment #3 – School Budget’ dated July 15, 2019 and further move to schedule a public hearing for August 12, 2019, before a vote to add to the November referendum”.

WORKSHOP ITEM: E
July 15, 2019
Section 6.06 City Council Action on the Municipal Budget. 
[Amended 11-5-1996; 11-4-2014]

a. Notice and Hearing. The City Council shall publish at least once in one or more newspapers of general circulation in the City the following:

1. The time and place where copies of the messages and budgets are available for inspection by the public.

2. A copy of the proposed municipal budget prepared in such a manner as to present to the taxpayers a simple and clear summary of the detailed estimates of the budget. This publication shall take place 14 days prior to the date of each public hearing on the budget.

3. The time and place, not less than two weeks after such publication, for a public hearing on the municipal budget.

b. Amendment before Adoption. The City Council may amend the municipal budget as set forth herein. In amending the City portion of the budget, the Council shall have the discretion to increase or decrease programs or amounts and may delete or decrease any programs or amounts, except expenditures required by law, or for debt service or for estimated cash deficit. Prior to adoption of the School Department budget, the City Council may only increase or decrease the total amount spent on any budget category established under law, but it may not otherwise amend programs or programming, personnel or any other category, which authority is reserved to the School Board, proposed to be allocated to the School Department.

c. Adoption. The City Council shall, by order, adopt the municipal budget at a Special Council budget meeting the second week of May. This budget shall be subject to any applicable state law governing budget validation referenda. Until the municipal budget is finally adopted, and if applicable approved by the voters, the amounts appropriated for the previous year shall be deemed adopted for the current fiscal year on a month-to-month basis, except to the extent that Sections 1487 and 2307 of Maine Title 20-A apply to the School Department budget. Adoption and approval of the municipal budget shall constitute appropriations of the amounts specified therein as the amount to be raised by the property tax shall constitute a determination of the amount of the tax levy.
MEETING ITEM COMMENTARY

AGENDA ITEM: Shuttle Bus and Saco Main Street Lease

STAFF RESOURCE: Kevin Sutherland, City Administrator

COUNCIL RESOURCE: Councilor Marshall Archer

BACKGROUND: Shuttle Bus and Saco Main Street will move into the office space at the Transportation Center that was previously used by an accounting firm.

EXHIBITS: Lease for Shuttle Bus and Saco Main Street Letter from Shuttle Bus

RECOMMENDATION: Staff recommends approval.

SUGGESTED MOTION: “Be it Ordered that the City Council authorize the City Administrator to enter a lease agreement with Shuttle Bus and Saco Main Street for use of the office space at the Transportation Center.”

“I move to approve the Order.”
COMMERCIAL LEASE

THIS LEASE AGREEMENT, entered into this__ day of July 2019, is by and between the City of Saco, a municipal corporation, having a principal place of business at 300 Main Street, Saco, Maine (hereinafter referred to as “The City” or “Landlord”) and Saco Main Street, Inc, a Maine not for profit corporation, 209 Main Street, Saco, Maine and the Biddeford-Old Orchard Beach-Saco Transit Committee, a quasi-municipal administrative entity, 13 Pomerleau, Biddeford, Maine, who together are jointly hereinafter referred to as “Tenants”. This Lease shall constitute the entire agreement between the City and Tenants regarding the parties’ rights and obligations pertaining to the Saco-Biddeford Transportation Center (“The Transportation Center” or the “Leased Premises”) at 138 Main Street, Saco, Maine.

WITNESSETH:

1. PREMISES. The City has built the Transportation Center at 138 Main Street, Saco, Maine, as a public space for visitors, and to service passengers traveling on the AMTRAK Train. A portion of the interior of the Transportation Center was developed as office/administrative space, and that portion is hereby leased to Tenants as professional office space (“the Leased Premises”) for its business subject to the terms herein, all as identified and set forth below:

   a. A floor plan diagram of the Leased Premises is affixed hereto and identified as Tab 1A. The Leased Area comprises 2480 Square feet and does include the Conference Room subject to the additional terms set forth below. How Tenants choose to apportion the leased premises between themselves is solely up to them, and neither shall complain to the City as to any allocation of space upon execution of this lease, each accepts the space as is where is without further promise as to allocation.

   b. The remainder of the first floor space within the Transportation Center shall be solely reserved for public use/City use including as an Amtrak Ticketing station, ticketing for other local and/or regional transportation systems, as a public waiting area, and other public restrooms and/or public facilities, including on-site ATM/Banking, and other associated services, all for public use and benefit, to be run, managed and overseen by the City, and Tenants shall have no claim to the such space.

2. TERM. Tenants shall have and hold the Leased Premises, unless sooner terminated, for a term of three (3) years, which term commences August 1, 2019 and shall run until July 31, 2022.

3. RENT. The annual rent is $24,000.00 per year, divided into twelve equal monthly payments of $2000.00. Said rent shall be payable on the first day of each month, and is not divisible between Tenants. Each is fully liable for the rent, and each fully guarantees its payment. Payments made more than fourteen (14) days after the due date are subject to a $100.00 late fee, and interest accruing at twelve (12) percent interest. Tenants shall also pay an additional fee of $100.00 per month as an allowance/offset for its share of heating, cooling and
electricity used by it and/or for the Premises, such allowance to be added into the monthly rental fee described herein.

4. CONFERENCE ROOM. The Conference Room shall be considered part of the Leased Premises, subject to the greater right of the City to use and control the Conference Room for itself, and to rent out the Conference Room to members of the public, all at times when it is not expressly reserved by the Tenants. The Parties agree that City’s Parks and Recreation Department shall manage the daily usage of the Conference Room. If Tenants wish to reserve time in the Conference Room, they shall contact Parks and Rec to request the Conference Room be reserved for their sole use. For those times the Tenants have not reserved the Conference Room, the City may reserve it for itself, or for a public use or entity. Any rental fees derived by the City for rentals of the Conference Room shall inure to the City alone.

5. STAFFING OF TRAIN STATION. The City shall be responsible for staffing the Train Station and all other space but excluding the Leased Premises, however, Tenants agree they will have one or more of their staff available to provide routine visitor assistance from time to time during its regular business hours.

6. RENEWAL OPTION. There is no right of renewal, but the Parties will consult at least once in good faith one year prior to expiration of this Lease.

7. COMMON AREA CLEANING AND SUPPLIES. The City shall be responsible for all care, upkeep, and cleaning of the Transportation Center, excluding the Leased Space which shall be cleaned and maintained by the Tenants. The City shall provide supplies for the public restrooms and common areas at the Transportation Center including but not limited to toilet paper, paper towels and hand soap. The City shall also supply, and/or incur the expenses for all cleaning supplies for the transportation lobby and public restrooms. The Tenants shall be responsible for the supplies, toilet paper, cleaning materials, light bulbs, etc required by the Leased Space.

8. UTILITIES and TAXES. The City will pay all heat, water, electric, air conditioning and sewer fees related to the entire Transportation Center, including the Leased Space. Tenants, however, will pay for all of their own set-up, service and usage fees and costs for telephone, cable and internet services or lines. There are no real property taxes due at any time hereunder, but Tenants are responsible for any personal property taxes related to their own equipment and furnishings found in the Leased Premises.

9. TRASH AND RECYCLING. The Tenants shall participate in the City’s recycling and waste reduction programs, as they are amended from time to time. The City shall provide the Tenants, at no cost, recycling carts for the handling and disposal of all its materials, waste and recyclables. The City shall collect and dispose of the Tenants’ waste and recycling materials for so long as the Tenants participate in the City’s recycling programs, but if they cease participation, then the Tenants shall be responsible for and shall pay the costs of their own waste disposal.
10. PARKING. The City shall maintain all parking spaces associated with Premises. The Tenants shall be assigned seven (7) parking spaces for their employees at locations determined by the City but on City property at the Transportation Center. All other parking shall be public, on a first come, first serve basis. As to the 7 parking spaces, Tenants shall solely handle and agree on the allocation between themselves.

11. PERMITTED USES.

   a. The Tenants shall use the Leased Premises as office space. They may not use the Leased Premises for any other purposes without the written consent of the City. No trade or occupation shall be conducted in the Leased Premises which will be unlawful, improper, noisy or offensive, or contrary to any state or federal law, regulation, or any municipal by-law or ordinance.

   b. It shall be Tenants’ responsibility to assure that any use conducted within the Leased Premises is safe, and conducted or operated pursuant to all applicable local building, plumbing, electrical and Life-Safety Codes (“City Codes”). The failure of the Tenants to correct any such deficiency or to abate the use or operation in contravention of such City Codes shall constitute a breach of this Lease.

   c. In no event or circumstances shall either Tenant bring onto the Leased Premises, or store within it any toxic, explosive, special or hazardous materials or waste, nor in any manner or form violate Maine’s Hazardous Waste Acts (38 MRSA, Sections 1301, et. Seq. and 1351 et.seq.); and the following Federal Acts: Comprehensive Environmental Response, Compensation and Liability Act of 1990 (“CERCLA”) as Amended; and 42 U.S.C. 6921, et seq. (“Solid Waste Disposal Act”), as Amended.

   d. In no event shall either Tenant, or any employee or agent of either Tenant, interfere with the routine and customary operations of the AMTRAK passenger system, its personnel, or its trains, or of the City and its personnel, agents and contractors. Any violation of this condition shall be deemed a material breach of the lease.

12. QUIET ENJOYMENT. Tenants shall peacefully and quietly enjoy the Leased Premises for the intended purposes without disturbance of the City. A reciprocal duty is owed by the Tenant to all others, including between themselves. It shall be a breach of this Lease for either Tenant or any employee, agent or guest of either Tenant to cause disturbance, or to threaten, intimidate or interfere with any other tenants or guests at the premises, or the City.

13. MAINTENANCE, REPAIRS, ALTERATIONS, IMPROVEMENTS.

   a. The Tenant agrees to keep the entire interior of the Leased Premises in a reasonably neat, clean and sanitary condition.

   b. The City agrees to undertake all maintenance and repair responsibilities for the remaining interior space and for the exterior of the Transportation Center, including the Leased Premises, except in those cases where the repair and/or damage is caused
in whole or part by the fault, neglect or negligence of the Tenant. The City shall be responsible for all salting, sanding, plowing and winter care except for the two doorways accessing only the leased office space.

c. The Tenants shall make no alterations in, or additions or improvements to the Leased Premises, without first obtaining the City’s written consent, to such alterations and improvements.

d. Any alterations or additions authorized by the City to the Leased Premises shall be performed with reasonable care, and in a workmanlike manner, and shall be at Tenants’ cost unless otherwise agreed in writing.

14. INSURANCE AND INDEMNIFICATION.

a. Tenants shall defend, indemnify and hold the City harmless from and against any and all claims, actions, damages, liabilities, judgments, costs, fees, and fines (hereinafter “Claims”) which claims arise from or relate in any way to their lease of, use, or occupancy of the Leased Premises alone, the Parties expressly intending that this obligation to defend and indemnify be read as broadly as possible. This duty to defend and indemnify is not generally meant to extend outside the Leased Premises to other areas of the Transportation Center unless Tenant’s own negligence, or the negligence of its agents or employees occurs outside of the Leased Premises in which case the indemnity would extend beyond the Leased Premises.

b. The Tenants shall each provide and maintain, at all times this Lease is in effect, comprehensive general liability and property casualty insurance, with policies that name the City of Saco as an additional insured covering the Leased Premises alone. The Tenants shall have no duty to insure other non-leased portions of the Premises. Such insurance shall provide a minimum of $1,000,000.00 for single claims and not less than an aggregate of $2,000,000.00 of coverage per year. This insurance shall always be Primary as regards to the availability of any other coverage(s), and must not contain any deductibles or self-insurance retention provisions to limit the indemnity provided herein. Proof of such coverage shall be due at the execution of this Lease and upon each yearly anniversary thereafter.

15. DAMAGE, DESTRUCTION OR CONDEMNATION. In case the Transportation Center and/or Leased Premises shall be damaged by fire or other casualty so as to render the same untenantable in whole or in part for a period of time lasting longer than 7 days, a just abatement of rent shall be made until the same shall be repaired by the City, and made ready for re-occupancy by the Tenants. The City shall notice the Tenants within 30 days of the incident of its decision to either repair/replace the Premises, or, to not repair and to terminate the Lease. If the City opts to replace or repair the premise improvements, it shall commence such repairs in good faith. In such case, it shall consult with the Tenants periodically to update it as to the status/progress of any and all repairs.
16. ASSIGNMENT AND SUBLETTING. Neither Tenant shall assign or encumber this Lease, nor shall either sublet or permit the Leased Premises or any part thereof to be used by others.

17. DEFAULT

   a. The following events shall be deemed to be events of default by the Tenants under this Lease:

   i. Tenants shall fail to pay the rent when due and such failure shall continue for a period of fourteen (14) days; or

   ii. Either Tenant shall fail to comply with any other term, provision or covenant of this Lease, and shall not cure such failure within twenty (20) days after written notice specifying the nature of such default; or

   iii. Either Tenant shall abandon the Leased Premises or fail to conduct business in the Leased Premises as required by this Lease for a period of thirty (30) days; or

   iv. Either Tenant shall become insolvent, admit in writing its inability to pay the rent generally as it becomes due, file a petition in bankruptcy or a petition to take advantage of any insolvency statute, make an assignment to benefit of creditor, make a transfer in fraud of creditors, apply for or consent to the appointment of a receiver of itself or of the whole or any substantial part of its property, or file a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws, as now in effect or hereafter amended.

18. REMEDIES UPON DEFAULT: In the event of a default, the City and the Tenants shall each have all remedies available to them under law and equity, provided that such party has given the defaulting party reasonable opportunity to cure the default.

19. ACCESS. The City and its Administrator, representatives, officers, agents or employees, may enter the Leased Premises at any reasonable time for the purpose of inspecting the property, performing any work which the City elects to undertake, or such other purposes as it deems necessary, provided that the City gives the Tenants 24-hour advance notice, except for emergencies, in which case the City may enter as deemed necessary.

20. NOTICES. Any notice or communication relating to this Lease shall be deemed duly given if in writing and sent by certified mail, postage addressed as follows:

   To Tenants:  Saco Main Street
               138 Main Street
               Suite 101
               Saco, Maine  04072

   To Landlord: City of Saco City Administrator
                 300 Main Street
                 Saco, Maine  04072

   Biddeford OOB Saco Transit Comm.
   13 Pomerleau
   Biddeford, Maine  04005
   04005
21. PARTIAL PAYMENT/NO WAIVER OF RIGHTS. The acceptance of a check or cash by the City for a lesser amount than the full rent with an endorsement or statement thereon, or upon any letter accompanying such check, to the effect that such lesser amount constitutes payment in full shall be given no effect. The City may accept such funds without prejudice to any other rights or remedies which it may have against the Tenant.

22. SURRENDER. The Tenants shall at the expiration of this Lease remove all of its goods and effects from the premises within seven (7) business days. The Tenants shall deliver to the City all keys, locks thereto; and other fixtures which the City does not request the Tenants to remove, in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear expected.

23. SUBORDINATION. The Tenants agree this Lease and its Tenancy shall be subordinate to any Mortgage or Deed of Trust now on the property, and/or any time in the future. The Tenants agree to execute, at request of any lender, such documents as may be reasonably necessary to effectuate the subordination of this Lease Agreement.

24. EXTERIOR SIGNAGE. The City will establish a “Pylon” sign near the Main Street entrance. The Tenants shall enjoy a listing on said pylon. The Tenants may also install one interior sign within the premises immediately adjacent to its entrance for each Tenant, size, location and content to be approved by the City.

25. NO SMOKING POLICY. The Tenants, its employees, agents and guests, are prohibited from smoking in any part of the premises including all curtilage and walkways.

26. GOVERNING LAW. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals on and as of the date first set forth above.

TENANTS:  CITY OF SACO:

_____________________________  _____________________________
Robert Biggs   Kevin L. Sutherland
Executive Director for Saco Main Street  City Administrator

______________________________
Tony Scavuzzo
Executive Director for Tri-City Shuttlebus
To: Kevin Sutherland, City Administrator  
From: ShuttleBus-ZOOM  
Subject: Saco Transportation Center occupancy, Fast Charging Station for Electric Buses, Development of our HUB, Implementation of our Pulse System, Parking

ShuttleBus-ZOOM will be implementing a new Pulse system that will greatly simplify existing local and intercity bus transportation for our customers. With this system comes expansion of our routes including a new route through the Saco Industrial Park and Mill Brook Business Park. We will also increasing our service on Route 1. We have also adapted our return trip back to the Transportation Center to encompass Water Street, to better service Lord Pepperell Apartments, and coverage on Thornton Ave.

We are excited about these changes. We are interested in having a discussion about our potential to lease office space in the Transportation Center. Currently, our thoughts are some senior management, customer service and driver supervisors would be a great fit. Collectively working with the City, we would provide a more welcoming presence in the center and eventually work with you to better promote the communities from a transportation point of view. In our future, we plan to run our buses with GPS devices and have signage and screens showing where the buses are and how long until the next bus arrives.

We are currently discussing the design of a “Downtown Circulator” run that would help move workers and visitors through the downtowns. This will be critical as the area continues to grow, we expand our relationship with UNE and 3 Lincoln Street gets developed.

One request we ask you consider would be to allow us to use the entire front parking lot to operate as our bus transfer center. By creating a diagonal design, passengers could load and unload efficiently, buses would not have to dodge parked vehicles and the flow of traffic would streamline through the facility. This proposal would accelerate the concept of a multi-modal transportation center and greatly enhance transportation options to the community. This is especially important when we look at the growth in Mill District housing and the shift in population that don’t have the need to own a vehicle. ShuttleBus-ZOOM has spent the last couple years focusing on workplace needs.
and workforce transportation. We have partnered with Southern Maine Planning and Development Commission, York County Community Action, the Career Center and the State of Maine to survey businesses, redesign routes and identify needs of employers and do our best to solve the issues.

Another important development is our award of two electric buses. It is our intent to add them to our local runs. This will be a much needed morale booster internally at ShuttleBus and also with our customers. New, efficient and reliable buses will generate positive vibes around town. With this award comes the need for infrastructure. The government has chosen CTE to serve as a consultant for designing and implementing infrastructure. Our needs will include a full charging center at our 13 Pomerleau Street location and a “fast” charging unit which we would like to locate at the Transportation Center. With this unit, we would need a solid concrete platform (will get specs) for the buses to be located on under the charging unit. We have learned that during hot summer days, the asphalt tends to give some and our understanding is the distance between the charging unit on the bus and the fast charge mechanism is critical. We are wondering if any of the existing wiring that went to the windmill will be useable for this part of the project.

ShuttleBus-Zoom will be developing new marketing and educational materials. Feedback we are getting has stated that many aspects of our community don’t know what services we provide. We must do a better job. With the new Pulse system, relocation of services to the Transportation Center, enhancement of routes and new electric buses, we have an outstanding opportunity to change course. We will undertake a new branding exercise, one that screams that we are public transportation. We recently agreed to a new mission statement—"To provide clean, safe, reliable, and affordable local public transportation to all." From that we will build new opportunities to inform the people in our communities that we are here for them and we can get you where you are going.

We look forward to discussing these issues with you and partnering for a brighter future.
MEETING ITEM COMMENTARY

AGENDA ITEM: Approval of City Administrator Search Firm

STAFF RESOURCE: Kevin Sutherland, City Administrator
Emily Roy, Marketing and Communications

COUNCIL RESOURCE: Mayor Marston Lovell

BACKGROUND: Mayor Lovell has contacted multiple firms to aid in the search for a new City Administrator. The data is attached with the results of the search.

EXHIBITS: Search Firm Contact List

RECOMMENDATION: Staff recommends approval.

SUGGESTED MOTION: “Be it ordered that the City Council authorize the Mayor to enter into agreement with a third party to aid in the search for a new City Administrator”.

“I move to approve the Order.”
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<th>Lodging</th>
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CONSENT AGENDA ITEM: A
July 15, 2019

MEETING ITEM COMMENTARY

AGENDA ITEM: Acceptance of the 2019 Annual Report

STAFF RESOURCE: Kevin Sutherland, City Administrator

COUNCIL RESOURCE: Councilor Micah Smart

BACKGROUND: M.R.S.A Title 30-A §2801 states that a municipality shall publish a complete report annually and shall contain records of financial transactions, statements of assets and liabilities and a post audit report.

RECOMMENDATION: Staff supports the adoption of the 2019 Annual Report

SUGGESTED MOTION: “Be it resolved that the City Council accepts the 2019 Annual Report as submitted.”
MEETING ITEM COMMENTARY

AGENDA ITEM: Adoption of a Digital Sign Use Policy

STAFF RESOURCE: Emily Roy, Marketing & Communications

COUNCIL RESOURCE: Councilor Nathan Johnston

BACKGROUND: The purpose of the Digital Sign Use Policy is to establish specific guidelines to regulate messaging on city-owned digital signs. Previously, there was no policy regulating the content communicated on the city-owned signs. Therefore, there has been inconsistency among departments regarding which messages have been advertised. A policy must be adopted to avoid future discrepancies.

EXHIBITS: Digital Sign Use Policy
          Digital Sign Use Request Form

RECOMMENDATION: Staff recommends approval.

SUGGESTED MOTION: “The City Council moves to adopt the Digital Sign Use Policy dated July 15, 2019”. 
Purpose
The purpose of the Digital Sign Use Policy is to establish specific guidelines to regulate messaging on city-owned digital signs.

Background Information
Previously, there was no policy regulating the content communicated on the city-owned signs. Therefore, there has been inconsistency among departments regarding which messages have been advertised. A policy must be adopted to avoid future discrepancies.

Timeline
The policy is effective 30 days from the approved date.

Digital Sign Use Policy
Only municipal entities may post information to the signs; these entities include all city departments, Council-appointed boards and committees, school department announcements, and city-supported agencies.

Examples of authorized postings include:
A. City Departments and Public Service Announcements
B. City Board and Committee Announcements
C. City Supported Agencies and School Events
D. Community Organizations Hosting Events at City Owned Locations

Signs may not be used to promote business for private entities without any connection to a city department. It is at the discretion of the Marketing & Communications Division and/or the Fire Department, whether an event complies with these criteria. Partnerships between the city and private entities as well as events taking place using city facilities such as an event at the fire station will be subject to review before advertising.

Requests from non-profit entities that are not connected to a city department such as fundraisers and events for local non-profit sports organizations will be subject to review before advertising. Exceptions will be reviewed and may be granted on a case-by-case basis.

Event postings are to be approved by the Marketing & Communications Division and/or the Saco Fire Department before advertising. Applicants are encouraged to submit their request at least two weeks before the proposed date of postage using the Digital Sign Use Request Form.
CONTACT INFORMATION

Primary Contact's Name
Organization/Department
Address
City
State
ZIP Code
Phone
E-mail

EVENT INFORMATION & MESSAGING

Please select the type of announcement you would like to advertise

- Community Event
- Public Service Announcement
- City Information & Updates
- Traffic & Construction Updates
- Other

Please include the requested message. You are restricted to # of characters and # of lines

Please select which signs you would like your message advertised on

- Train Station
- Fire Station

When do you want this advertised?

If you have any questions, please contact Emily Roy, Marketing & Communications, at ERoy@sacomaine.org or by calling (207)710-5002.
MEETING ITEM COMMENTARY

AGENDA ITEM: Budget Amendment #1: Public Works Facility

COUNCIL RESOURCE: Councilor Nathan Johnston

STAFF RESOURCE: Patrick Fox, Public Works Director

BACKGROUND: The Public Works Facility is still projected to come in under budget. However, funds must be committed in FY2020 prior to the sale of the existing Public Works Facility, which is not projected to occur until FY2021 at the earliest. Total expenses through the end of FY2020 are expected to be $8,289,912. Total revenue from the bond issuance was $7,604,458: $7,250,000 as approved by the voters plus $354,458 in Bond Premium. Therefore, total cash required through the end of FY2020 exceeds the revenue from the bond issuances by $684,454. Of that total, $325,000 in funding has already been made available by re-appropriating the funding for the wash bay. That leaves $360,454 needed to cover our bills through FY2020. We are recommending that $360,454 be appropriated from the General Fund Unassigned Fund balance to cover these bills, with the understanding that the General Fund will be paid back in proceeds from the sale of the existing Public Works facility in FY2020. The Unassigned Fund Balance is currently projected to be at $6,669,634 at the end of FY2019, which leaves the City with a $907,578 surplus above the 10% maximum required per the City Code. The FY2020 budget already contains a Use of Surplus of $257,402. This amendment brings the total Use of Surplus to $617,856, which still leaves a projected surplus of $289,722 to be appropriated for other items, pending the FY2019 Audit.

EXHIBIT: Budget Amendment request form

RECOMMENDATION: City staff recommends approval.

SUGGESTED MOTION “Be it ordered that City Council approves the first reading of Budget Amendment #1: Public Works Facility and move to schedule a second and final reading for August 12, 2019”.

“I move to approve the order”.
## City of Saco
### FY 2020 Budget Amendment Request Form
#### Revenue & Appropriation

**Amendment # 1: Appropriation for PW Facility**

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**Notes:** The Unassigned Fund Balance is currently projected to be at $6,669,634 at the end of FY2019, which leaves the City with a $907,578 surplus above the 10% maximum required per the City Code. The amended use of surplus totals $617,856, which still leaves the City with a $289,722 surplus.

Finance Director certifies that funds are available:

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Approved by Council: 

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MEETING ITEM COMMENTARY

AGENDA ITEM: Budget Amendment #2 – 1.1% Increase for Non-Union

COUNCIL RESOURCE: Councilor Marshall Archer

STAFF RESOURCE: Kevin Sutherland, City Administrator

BACKGROUND: This amendment will increase Non-Union Salaries by 1.1% above the 1.9% COLA increase included in the Approved Budget for FY2020. This amendment matches our non-union salary increase to the all-in 3% increase union employees and library employees will receive in FY2020. It will help offset a projected 10% increases to employee health insurance premiums for 2020.

EXHIBIT: Budget Amendment request form

RECOMMENDATION: City staff recommends approval.

SUGGESTED MOTION: “Be it ordered that City Council approves the first reading of Budget Amendment #2 1.1% Increase for Non-Union and move to schedule a second and final reading for August 12, 2019”.

“I move to approve the order”.

CONSENT AGENDA ITEM: D
July 15, 2019
### Summary

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<th>Type</th>
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Notes: The 1.1% increase will aid in mitigating the impact of projected 10% increase to health insurance premiums.
Finance Director certifies that funds are available:

Glenys Salas, Finance Director

6/25/2019

Approved by Council: Date:
MEETING ITEM COMMENTARY

AGENDA ITEM:  Shuttle Bus and Saco Main Street Lease

STAFF RESOURCE:  Kevin Sutherland, City Administrator

COUNCIL RESOURCE:  Councilor Marshall Archer

BACKGROUND:  Shuttle Bus and Saco Main Street will move into the office space at the Transportation Center that was previously used by an accounting firm.

EXHIBITS:  Lease for Shuttle Bus and Saco Main Street
Letter from Shuttle Bus

RECOMMENDATION:  Staff recommends approval.

SUGGESTED MOTION:  “Be it Ordered that the City Council authorize the City Administrator to enter a lease agreement with Shuttle Bus and Saco Main Street for use of the office space at the Transportation Center.”

“I move to approve the Order.”
COMMERCIAL LEASE

THIS LEASE AGREEMENT, entered into this___ day of July 2019, is by and between the City of Saco, a municipal corporation, having a principal place of business at 300 Main Street, Saco, Maine (hereinafter referred to as “The City” or “Landlord”) and Saco Main Street, Inc, a Maine not for profit corporation, 209 Main Street, Saco, Maine and the Biddeford-Old Orchard Beach-Saco Transit Committee, a quasi-municipal administrative entity, 13 Pomerleau, Biddeford, Maine, who together are jointly hereinafter referred to as “Tenants”. This Lease shall constitute the entire agreement between the City and Tenants regarding the parties’ rights and obligations pertaining to the Saco-Biddeford Transportation Center (“The Transportation Center” or the “Leased Premises”) at 138 Main Street, Saco, Maine.

WITNESSETH:

1. PREMISES. The City has built the Transportation Center at 138 Main Street, Saco, Maine, as a public space for visitors, and to service passengers traveling on the AMTRAK Train. A portion of the interior of the Transportation Center was developed as office/administrative space, and that portion is hereby leased to Tenants as professional office space (“the Leased Premises”) for its business subject to the terms herein, all as identified and set forth below:

   a. A floor plan diagram of the Leased Premises is affixed hereto and identified as Tab 1A. The Leased Area comprises 2480 Square feet and does include the Conference Room subject to the additional terms set forth below. How Tenants choose to apportion the leased premises between themselves is solely up to them, and neither shall complain to the City as to any allocation of space upon execution of this lease, each accepts the space as is where is without further promise as to allocation.

   b. The remainder of the first floor space within the Transportation Center shall be solely reserved for public use/City use including as an Amtrak Ticketing station, ticketing for other local and/or regional transportation systems, as a public waiting area, and other public restrooms and/or public facilities, including on-site ATM/Banking, and other associated services, all for public use and benefit, to be run, managed and overseen by the City, and Tenants shall have no claim to the such space.

2. TERM. Tenants shall have and hold the Leased Premises, unless sooner terminated, for a term of three (3) years, which term commences August 1, 2019 and shall run until July 31, 2022.

3. RENT. The annual rent is $24,000.00 per year, divided into twelve equal monthly payments of $2000.00. Said rent shall be payable on the first day of each month, and is not divisible between Tenants. Each is fully liable for the rent, and each fully guarantees its payment. Payments made more than fourteen (14) days after the due date are subject to a $100.00 late fee, and interest accruing at twelve (12) percent interest. Tenants shall also pay an additional fee of $100.00 per month as an allowance/offset for its share of heating, cooling and
electricity used by it and/or for the Premises, such allowance to be added into the monthly rental fee described herein.

4. CONFERENCE ROOM. The Conference Room shall be considered part of the Leased Premises, subject to the greater right of the City to use and control the Conference Room for itself, and to rent out the Conference Room to members of the public, all at times when it is not expressly reserved by the Tenants. The Parties agree that City’s Parks and Recreation Department shall manage the daily usage of the Conference Room. If Tenants wish to reserve time in the Conference Room, they shall contact Parks and Rec to request the Conference Room be reserved for their sole use. For those times the Tenants have not reserved the Conference Room, the City may reserve it for itself, or for a public use or entity. Any rental fees derived by the City for rentals of the Conference Room shall inure to the City alone.

5. STAFFING OF TRAIN STATION. The City shall be responsible for staffing the Train Station and all other space but excluding the Leased Premises, however, Tenants agree they will have one or more of their staff available to provide routine visitor assistance from time to time during its regular business hours.

6. RENEWAL OPTION. There is no right of renewal, but the Parties will consult at least once in good faith one year prior to expiration of this Lease.

7. COMMON AREA CLEANING AND SUPPLIES. The City shall be responsible for all care, upkeep, and cleaning of the Transportation Center, excluding the Leased Space which shall be cleaned and maintained by the Tenants. The City shall provide supplies for the public restrooms and common areas at the Transportation Center including but not limited to toilet paper, paper towels and hand soap. The City shall also supply, and/or incur the expenses for all cleaning supplies for the transportation lobby and public restrooms. The Tenants shall be responsible for the supplies, toilet paper, cleaning materials, light bulbs, etc required by the Leased Space.

8. UTILITIES and TAXES. The City will pay all heat, water, electric, air conditioning and sewer fees related to the entire Transportation Center, including the Leased Space. Tenants, however, will pay for all of their own set-up, service and usage fees and costs for telephone, cable and internet services or lines. There are no real property taxes due at any time hereunder, but Tenants are responsible for any personal property taxes related to their own equipment and furnishings found in the Leased Premises.

9. TRASH AND RECYCLING. The Tenants shall participate in the City’s recycling and waste reduction programs, as they are amended from time to time. The City shall provide the Tenants, at no cost, recycling carts for the handling and disposal of all its materials, waste and recyclables. The City shall collect and dispose of the Tenants’ waste and recycling materials for so long as the Tenants participate in the City’s recycling programs, but if they cease participation, then the Tenants shall be responsible for and shall pay the costs of their own waste disposal.
10. PARKING. The City shall maintain all parking spaces associated with Premises. The Tenants shall be assigned seven (7) parking spaces for their employees at locations determined by the City but on City property at the Transportation Center. All other parking shall be public, on a first come, first serve basis. As to the 7 parking spaces, Tenants shall solely handle and agree on the allocation between themselves.

11. PERMITTED USES.

a. The Tenants shall use the Leased Premises as office space. They may not use the Leased Premises for any other purposes without the written consent of the City. No trade or occupation shall be conducted in the Leased Premises which will be unlawful, improper, noisy or offensive, or contrary to any state or federal law, regulation, or any municipal by-law or ordinance.

b. It shall be Tenants’ responsibility to assure that any use conducted within the Leased Premises is safe, and conducted or operated pursuant to all applicable local building, plumbing, electrical and Life-Safety Codes (“City Codes”). The failure of the Tenants to correct any such deficiency or to abate the use or operation in contravention of such City Codes shall constitute a breach of this Lease.

c. In no event or circumstances shall either Tenant bring onto the Leased Premises, or store within it any toxic, explosive, special or hazardous materials or waste, nor in any manner or form violate Maine’s Hazardous Waste Acts (38 MRSA, Sections 1301, et. Seq. and 1351 et.seq.); and the following Federal Acts: Comprehensive Environmental Response, Compensation and Liability Act of 1990 (“CERCLA”) as Amended; and 42 U.S.C. 6921, et seq. (“Solid Waste Disposal Act’”), as Amended.

d. In no event shall either Tenant, or any employee or agent of either Tenant, interfere with the routine and customary operations of the AMTRAK passenger system, its personnel, or its trains, or of the City and its personnel, agents and contractors. Any violation of this condition shall be deemed a material breach of the lease.

12. QUIET ENJOYMENT. Tenants shall peacefully and quietly enjoy the Leased Premises for the intended purposes without disturbance of the City. A reciprocal duty is owed by the Tenant to all others, including between themselves. It shall be a breach of this Lease for either Tenant or any employee, agent or guest of either Tenant to cause disturbance, or to threaten, intimidate or interfere with any other tenants or guests at the premises, or the City.

13. MAINTENANCE, REPAIRS, ALTERATIONS, IMPROVEMENTS.

a. The Tenant agrees to keep the entire interior of the Leased Premises in a reasonably neat, clean and sanitary condition.

b. The City agrees to undertake all maintenance and repair responsibilities for the remaining interior space and for the exterior of the Transportation Center, including the Leased Premises, except in those cases where the repair and/or damage is caused
in whole or part by the fault, neglect or negligence of the Tenant. The City shall be responsible for all salting, sanding, plowing and winter care except for the two doorways accessing only the leased office space.

c. The Tenants shall make no alterations in, or additions or improvements to the Leased Premises, without first obtaining the City’s written consent, to such alterations and improvements.

d. Any alterations or additions authorized by the City to the Leased Premises shall be performed with reasonable care, and in a workmanlike manner, and shall be at Tenants’ cost unless otherwise agreed in writing.

14. INSURANCE AND INDEMNIFICATION.

a. Tenants shall defend, indemnify and hold the City harmless from and against any and all claims, actions, damages, liabilities, judgments, costs, fees, and fines (hereinafter “Claims”) which claims arise from or relate in any way to their lease of, use, or occupancy of the Leased Premises alone, the Parties expressly intending that this obligation to defend and indemnify be read as broadly as possible. This duty to defend and indemnify is not generally meant to extend outside the Leased Premises to other areas of the Transportation Center unless Tenant’s own negligence, or the negligence of its agents or employees occurs outside of the Leased Premises in which case the indemnity would extend beyond the Leased Premises.

b. The Tenants shall each provide and maintain, at all times this Lease is in effect, comprehensive general liability and property casualty insurance, with policies that name the City of Saco as an additional insured covering the Leased Premises alone. The Tenants shall have no duty to insure other non-leased portions of the Premises. Such insurance shall provide a minimum of $1,000,000.00 for single claims and not less than an aggregate of $2,000,000.00 of coverage per year. This insurance shall always be Primary as regards to the availability of any other coverage(s), and must not contain any deductibles or self-insurance retention provisions to limit the indemnity provided herein. Proof of such coverage shall be due at the execution of this Lease and upon each yearly anniversary thereafter.

15. DAMAGE, DESTRUCTION OR CONDEMNATION. In case the Transportation Center and/or Leased Premises shall be damaged by fire or other casualty so as to render the same untenantable in whole or in part for a period of time lasting longer than 7 days, a just abatement of rent shall be made until the same shall be repaired by the City, and made ready for re-occupancy by the Tenants. The City shall notice the Tenants within 30 days of the incident of its decision to either repair/replace the Premises, or, to not repair and to terminate the Lease. If the City opts to replace or repair the premise improvements, it shall commence such repairs in good faith. In such case, it shall consult with the Tenants periodically to update it as to the status/progress of any and all repairs.
16. ASSIGNMENT AND SUBLETTING. Neither Tenant shall assign or encumber this Lease, nor shall either sublet or permit the Leased Premises or any part thereof to be used by others.

17. DEFAULT

   a. The following events shall be deemed to be events of default by the Tenants under this Lease:

      i. Tenants shall fail to pay the rent when due and such failure shall continue for a period of fourteen (14) days; or

      ii. Either Tenant shall fail to comply with any other term, provision or covenant of this Lease, and shall not cure such failure within twenty (20) days after written notice specifying the nature of such default; or

      iii. Either Tenant shall abandon the Leased Premises or fail to conduct business in the Leased Premises as required by this Lease for a period of thirty (30) days; or

      iv. Either Tenant shall become insolvent, admit in writing its inability to pay the rent generally as it becomes due, file a petition in bankruptcy or a petition to take advantage of any insolvency statute, make an assignment to benefit of creditor, make a transfer in fraud of creditors, apply for or consent to the appointment of a receiver of itself or of the whole or any substantial part of its property, or file a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws, as now in effect or hereafter amended.

18. REMEDIES UPON DEFAULT: In the event of a default, the City and the Tenants shall each have all remedies available to them under law and equity, provided that such party has given the defaulting party reasonable opportunity to cure the default.

19. ACCESS. The City and its Administrator, representatives, officers, agents or employees, may enter the Leased Premises at any reasonable time for the purpose of inspecting the property, performing any work which the City elects to undertake, or such other purposes as it deems necessary, provided that the City gives the Tenants 24-hour advance notice, except for emergencies, in which case the City may enter as deemed necessary.

20. NOTICES. Any notice or communication relating to this Lease shall be deemed duly given if in writing and sent by certified mail, postage addressed as follows:

   To Tenants:  Saco Main Street  
                 138 Main Street  
                 Suite 101  
                 Saco, Maine  04072  

   To Landlord:  City of Saco City Administrator  
                 300 Main Street  
                 Saco, Maine  04072  

   Biddeford OOB Saco Transit Comm.  
   13 Pomerleau  
   Biddeford, Maine  04005
21. PARTIAL PAYMENT/NO WAIVER OF RIGHTS. The acceptance of a check or cash by the City for a lesser amount than the full rent with an endorsement or statement thereon, or upon any letter accompanying such check, to the effect that such lesser amount constitutes payment in full shall be given no effect. The City may accept such funds without prejudice to any other rights or remedies which it may have against the Tenant.

22. SURRENDER. The Tenants shall at the expiration of this Lease remove all of its goods and effects from the premises within seven (7) business days. The Tenants shall deliver to the City all keys, locks thereto; and other fixtures which the City does not request the Tenants to remove, in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear expected.

23. SUBORDINATION. The Tenants agree this Lease and its Tenancy shall be subordinate to any Mortgage or Deed of Trust now on the property, and/or any time in the future. The Tenants agree to execute, at request of any lender, such documents as may be reasonably necessary to effectuate the subordination of this Lease Agreement.

24. EXTERIOR SIGNAGE. The City will establish a “Pylon” sign near the Main Street entrance. The Tenants shall enjoy a listing on said pylon. The Tenants may also install one interior sign within the premises immediately adjacent to its entrance for each Tenant, size, location and content to be approved by the City.

25. NO SMOKING POLICY. The Tenants, its employees, agents and guests, are prohibited from smoking in any part of the premises including all curtilage and walkways.

26. GOVERNING LAW. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals on and as of the date first set forth above.

TENANTS: CITY OF SACO:

_____________________________  _____________________________
Robert Biggs   Kevin L. Sutherland
Executive Director for Saco Main Street  City Administrator

______________________________
Tony Scavuzzo
Executive Director for Tri-City Shuttlebus
To: Kevin Sutherland, City Administrator  
From: ShuttleBus-ZOOM  
Subject: Saco Transportation Center occupancy, Fast Charging Station for Electric Buses, Development of our HUB, Implementation of our Pulse System, Parking

ShuttleBus-ZOOM will be implementing a new Pulse system that will greatly simplify existing local and intercity bus transportation for our customers. With this system comes expansion of our routes including a new route through the Saco Industrial Park and Mill Brook Business Park. We will also increasing our service on Route 1. We have also adapted our return trip back to the Transportation Center to encompass Water Street, to better service Lord Pepperell Apartments, and coverage on Thornton Ave.

We are excited about these changes. We are interested in having a discussion about our potential to lease office space in the Transportation Center. Currently, our thoughts are some senior management, customer service and driver supervisors would be a great fit. Collectively working with the City, we would provide a more welcoming presence in the center and eventually work with you to better promote the communities from a transportation point of view. In our future, we plan to run our buses with GPS devices and have signage and screens showing where the buses are and how long until the next bus arrives.

We are currently discussing the design of a “Downtown Circulator” run that would help move workers and visitors through the downtowns. This will be critical as the area continues to grow, we expand our relationship with UNE and 3 Lincoln Street gets developed.

One request we ask you consider would be to allow us to use the entire front parking lot to operate as our bus transfer center. By creating a diagonal design, passengers could load and unload efficiently, buses would not have to dodge parked vehicles and the flow of traffic would streamline through the facility. This proposal would accelerate the concept of a multi-modal transportation center and greatly enhance transportation options to the community. This is especially important when we look at the growth in Mill District housing and the shift in population that don’t have the need to own a vehicle. ShuttleBus-ZOOM has spent the last couple years focusing on workplace needs
and workforce transportation. We have partnered with Southern Maine Planning and Development Commission, York County Community Action, the Career Center and the State of Maine to survey businesses, redesign routes and identify needs of employers and do our best to solve the issues.

Another important development is our award of two electric buses. It is our intent to add them to our local runs. This will be a much needed morale booster internally at ShuttleBus and also with our customers. New, efficient and reliable buses will generate positive vibes around town. With this award comes the need for infrastructure. The government has chosen CTE to serve as a consultant for designing and implementing infrastructure. Our needs will include a full charging center at our 13 Pomerleau Street location and a “fast” charging unit which we would like to locate at the Transportation Center. With this unit, we would need a solid concrete platform (will get specs) for the buses to be located on under the charging unit. We have learned that during hot summer days, the asphalt tends to give some and our understanding is the distance between the charging unit on the bus and the fast charge mechanism is critical. We are wondering if any of the existing wiring that went to the windmill will be useable for this part of the project.

ShuttleBus-Zoom will be developing new marketing and educational materials. Feedback we are getting has stated that many aspects of our community don’t know what services we provide. We must do a better job. With the new Pulse system, relocation of services to the Transportation Center, enhancement of routes and new electric buses, we have an outstanding opportunity to change course. We will undertake a new branding exercise, one that screams that we are public transportation. We recently agreed to a new mission statement—“To provide clean, safe, reliable, and affordable local public transportation to all.” From that we will build new opportunities to inform the people in our communities that we are here for them and we can get you where you are going.

We look forward to discussing these issues with you and partnering for a brighter future.
MEETING ITEM COMMENTARY

AGENDA ITEM: Approval of City Administrator Search Firm

STAFF RESOURCE: Kevin Sutherland, City Administrator
Emily Roy, Marketing and Communications

COUNCIL RESOURCE: Mayor Marston Lovell

BACKGROUND: Mayor Lovell has contacted multiple firms to aid in the search for a new City Administrator. The data is attached with the results of the search.

EXHIBITS: Search Firm Contact List

RECOMMENDATION: Staff recommends approval.

SUGGESTED MOTION: “Be it ordered that the City Council authorize the Mayor to enter into agreement with a third party to aid in the search for a new City Administrator”.

“I move to approve the Order.”
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MEETING ITEM COMMENTARY

AGENDA ITEM: Confirm Mayor’s Appointments to the Parks & Recreation Advisory Board – Sydney Bridges, Andrew Bracy and John Wigginton

STAFF RESOURCE: Ryan Sommer, Director of Parks & Recreation

COUNCIL RESOURCE: Councilor Lynn Copeland

BACKGROUND: The Parks and Recreation Advisory Board was established for the purpose of planning a city-wide Parks and Recreation Program and to advise and assist the Parks and Recreation Director in initiating and maintaining this Program. The Board consists of 11 members. The responsibility of the Parks and Recreation Advisory Board includes: (1) responsibility to promote, enhance, and protect recreational opportunities in Saco in order to maintain and further develop the quality of life. (2) Serve as an Advisor to the Parks and Recreation Director, and as a forum for the discussion of new and creative programs including needs and requirements of present and future activities, programs, and projects.

EXHIBITS: 1. Applications for Sydney Bridges, Andrew Bracy and John Wigginton

RECOMMENDATION: Staff recommends the board appointments.

SUGGESTED ACTION: “Be it ordered that the City Council confirm the Mayor’s appointment of Sydney Bridges, Andrew Bracy and John Wigginton to the Parks & Recreation Advisory Board for a 3 year term to begin July 15, 2019 and to expire on July 15, 2022”.

“I move to approve the order.”
CONSENT AGENDA ITEM: G
July 15, 2019
Exhibit Item: 1

Michele Hughes

From: NoReply@sacomaine.org
Sent: Thursday, April 04, 2019 8:47 PM
To: Torie Gorman
Cc: Michele Hughes
Subject: Board Application

[CAUTION: THIS EMAIL ORIGINATED FROM OUTSIDE THE CITY OF SACO DOMAIN]

Parks and Rec Advisory Board = true
Length of residency = 15 years
Community1 =
Board1 =
Years1 =
Community2 =
Board2 =
Years2 =
Community3 =
Board3 =
Years3 =
Community4 =
Board4 =
Years4 =
Community5 =
Board5 =
Years5 =

Nominee qualifications = I am interested in serving on the Saco Parks and Rec Advisory Board because I was informed of the opportunity by a teacher and particularly liked the idea of being able to be an advocate for the youth in a town I have lived in all my life. I believe that I have great leadership skills, and I would like to be the voice of the youth for the city of Saco. This role also caught my attention because it is an opportunity for a minor to express their thoughts and opinions on various topics, which I find amazing and would like to take advantage of the opportunity to, essentially, be given a voice for my peers. I would contribute to the committee by offering my opinions during various discussions and taking advantage of the opportunity to be influential.

Name = Sydney Bridges
Street Address = 8 Park St unit 10
Mailing Address = 4 Scammon St suite 19-231
Nominee Home Telephone = (207) 423-9031
Cell Telephone = (207) 298-2885
E-mail = sydneybridges2021@icloud.com
Employer = Saco Parks and Recreation Department
Employer address = 75 Franklin St
Employer Telephone = (207) 283-3139
Comments =
Client IP = 74.78.58.76
boards = Board of Assessment Review
boards = Coastal Water Commission
boards = Conservation Commission
boards = Economic Development Commission
boards = Historic Preservation Commission
boards = Parks & Recreation Advisory Board
boards = Planning Board
boards = Special Ad Hoc Committees
boards = Saco Shoreline Commission
boards = Zoning Board of Appeals
Energy and Sustainability Committee = true
Parks and Rec Advisory Board = true
Length of residency = >1 Year
Community1 =
Board1 = Andrew Bracy
Years1 =
Community2 =
Board2 =
Years2 =
Community3 =
Board3 =
Years3 =
Community4 =
Board4 =
Years4 =
Community5 =
Board5 =
Years5 =
Nominee qualifications = I recently moved to Saco from Portland and am very interested in civic service. I have no prior experience on any board or commission to speak of, but was highly active as an undergraduate at UMaine, Orono and would like to serve my new found community in any way I can.
Name = Andrew Bracy
Street Address = 57 Woodman Avenue
Mailing Address = 57 Woodman Avenue
Nominee Home Telephone =
Cell Telephone = 2076082425
E-mail = ABRACYS05@GMAIL.COM
Employer = State of Maine, Office of Governor
Employer address = 1 State House Station
Employer Telephone = 2072873531
Comments =
Client IP = 108.183.160.191
CONSENT AGENDA ITEM: G  
July 15, 2019  
Exhibit Item: 1

Michele Hughes

From: NoReply@sacomaine.org
Sent: Wednesday, June 27, 2018 12:09 PM
To: Emily Roy
Cc: Michele Hughes
Subject: Board Application

boards = Coastal Water Commission
boards = Conservation Commission
boards = Parks & Recreation Advisory Board
boards = Saco Shoreline Commission
Energy and Sustainability Committee = true
Parks and Rec Advisory Board = true
Length of residency =
Community1 =
Board1 =
Years1 =
Community2 =
Board2 =
Years2 =
Community3 =
Board3 =
Years3 =
Community4 =
Board4 =
Years4 =
Community5 =
Board5 =
Years5 =

Nominee qualifications = Primarily I am interested in giving back and being a more present member of the Saco community and Maine in general. I currently hold the role of Chief Information Officer of a division of Verizon called Verizon Connect so I bring strong leadership as well as deep expertise in technical and security modalities as well as project management. My wife and I also have a real estate investment company that is focused on commercial and residential rental properties. Lastly I am also a member of the Maine Angels organization.

Name = John Wigginton
Street Address = 20 Treeline Drive
Mailing Address = 20 Treeline Drive
Nominee Home Telephone =
Cell Telephone = 508-335-1207
E-mail = wigman@gmail.com
Employer = Verizon Connect (division of Verizon)
Employer address = 2002 Summit Blvd, Suite 1800 Atlanta, GA 30319
Employer Telephone = +1 (404) 573 5800
Comments = Look forward to hearing back!
AGENDA ITEM: (Public Hearing) Park North Contract Zone: Amendment Request to Add Two Uses

COUNCIL RESOURCE: Councilor William Doyle

STAFF RESOURCE: Emily Cole-Prescott, City Planner

BACKGROUND: Elliott Chamberlain, applicant, had requested a contract zone amendment to add the uses of “offices of contractors and tradesmen” and “contractors” to the Park North Contract Zone (Contract Zone Agreement by and between Park North Development LLC and Preston Properties LLC and the City of Saco dated December 20, 2005, amended through October 17, 2016).

At their meeting on March 19, 2019, the Planning Board reviewed the contract zone amendment request and forwarded a positive recommendation to the City Council for the following:

- Add “Offices of Contractors and Tradesmen” as a permitted use to parcel two of the Park North Contract Zone;
- Add “Contractors” as a conditional use to parcel two of the Park North Contract Zone

EXHIBITS: 1. Link to Memo with attachments from Emily Cole-Prescott to City Council dated May 14, 2019 (see page 23)

RECOMMENDATION: The Planning Board has forwarded a positive recommendation to the City Council.

SUGGESTED MOTION: “I move to open the public hearing.”

“I move to close the public hearing and further move to schedule the final reading of, ‘Park North Contract Zone: Amendment Request to Add Two Uses’ on August 12, 2019.”
AGENDA ITEM: B  
July 15, 2019

MEETING ITEM COMMENTARY

AGENDA ITEM: (Public Hearing) Park North & Cascade Contract Zones: Subdivision Amendments

COUNCIL RESOURCE: Councilor William Doyle

STAFF RESOURCE: Emily Cole-Prescott, City Planner  
Kevin Sutherland, City Administrator

BACKGROUND: The City Council had asked at the November 13, 2018 workshop, that the eight amendments to the Park North / Cascade Overall Subdivision previously approved by the Planning Board be brought to the City Council for review.

The following is a description of the Planning Board’s approved amendments to the Park North / Cascade Overall Subdivision, which altered the original subdivision plan incorporated by reference into the Park North and Cascade Contract Zones:

- First Amendment (Cascade Contract Zone) – Division of Lot C1, resulting in the creation of Lot C5 at the corner of Cascade Road and Rte. One, approved 1/22/08
- Second Amendment (Cascade Contract Zone) – Further division of Lot C1, resulting in the creation of Lot C6, approved 1/20/09. Applicant Wagner Drywall received site plan approval for the commercial building that now houses a day care and other uses.
- Third Amendment (Cascade Contract Zone) – Creation of Lots C4A, C4B and 22. The latter was carved out of the existing Lot 18 at the corner of Portland Road and Main Road (now Waterfall Drive) and is now occupied by the former Ocean Communities credit union building. Lots C4A and C4B were created from the existing parcel that lies between Cascade Road and Old Cascade Road. It is described in the parcel deed for the Cascade Inn as a separate parcel from the larger, former Inn property. Zones C4A and C4B have since been developed with single family dwellings.
- Fourth Amendment (Cascade Contract Zone) – Easements associated with a force main and the pump station for Lots C1, C5 and C6 were created.
- Fifth Amendment (Park North Contract Zone) – Updating dimensional regulations in parcels 2, 3, and 4 of the contractzone agreement. The space
and bulk regulations in Parcel 4 necessitated a change to the subdivision plan for Parcel 4.

- Sixth Amendment (Park North Contract Zone) – Modified the residential area of Lot 18.

- Seventh Amendment (Park North Contract Zone)
  - The 1st part proposes to alter phases 3 and 5 within the residential portion of the development which will consist of consolidating the proposed right-of-way of Bears Den Rd (not currently built), the previously proposed Open Space 1, lot C4 and lot CA-5 to accommodate 17 duplexes.
  - The 2nd part proposes to subdivide lot 18 (at the corner of Waterfall Dr and Portland Rd) to create an approx. 6-acre parcel for future development of a 72-unit apartment building.

- Eighth Amendment (Park North Contract Zone) – This amendment consolidates Lots 6 through 15 (located in the northeastern portion of the parcel), the previously proposed right-of-way for Minor Park Road, the previously proposed right-of-way for approximately 1,100 feet of Dawn Marie Drive and the parcel formerly containing Stormwater Detention Area 2. The purpose of this change is to accommodate the out-sale of approximately 27.52 acres to Maine State Department of Defense. As a result of this out-sale, it is necessary to reconfigure the roadway alignments and intersection of Dawn Marie Drive & East View Parkway. Additionally, former lot 5 and the parcel containing Stormwater Detention Area 1 are proposed to be adjusted. In conjunction with these changes, the applicant is proposing to subdivide Lots 2 through 4 to create six lots.

EXHIBITS:
1. Link to Memo from Kevin Sutherland dated November 8, 2018 (see page 44)
2. Link to Memo from Emily Cole-Prescott to City Council dated May 30, 2019 (see page 15)

RECOMMENDATION: Staff recommends approval of the above subdivision amendments, based on actions by the Planning Board from 2008 to present.

SUGGESTED MOTIONS: “I move to open the public hearing.”

“I move to close the public hearing and further move to schedule the final reading of ‘Park North & Cascade Contract Zones: Subdivision Amendments’ on August 12, 2019.”
MEETING ITEM COMMENTARY

AGENDA ITEM: (Public Hearing) Cascade Contract Zone: Subdivision Amendment

COUNCIL RESOURCE: Councilor William Doyle

STAFF RESOURCE: Emily Cole-Prescott, City Planner
Kevin Sutherland, City Administrator

BACKGROUND: Based on an opinion from City Attorney Murphy, the City Council has requested review of all subdivision amendments in the Park North and Cascade Contract Zones.

Recently, the Planning Board conditionally approved the re-subdivision of 4 Cascade Road to create one additional lot. The applicant, Amari Holdings, has also submitted a site plan application for construction of a 6,000-sq. ft. structure for 3,000 sq. ft. of business use and 3,000 sq. ft. of medical office space. The applicant is pending further review by the Planning Board of the site plan application until the Council has issued its decision on this subdivision amendment, which is considered the ninth amendment to the overall Park North and Cascades Subdivision Plan. The exhibits include items that reference all subdivision amendments and are included for the Council’s reference.

EXHIBITS:
1. Link to Memo from Emily Cole-Prescott to City Council dated May 30, 2019 with attachments (see page 15)
2. Link to Memo from Kevin Sutherland dated November 8, 2018 (see page 44)

RECOMMENDATION: Staff recommends approval of this amendment to the Cascade Contract Zone, as conditionally approved under subdivision review by the Planning Board.

SUGGESTED MOTIONS: “I move to open the public hearing.”

“I move to close the public hearing and further move to schedule the final reading of, ‘Cascade Contract Zone: Subdivision Amendment’ for August 12, 2019.”
AGENDA ITEM: (Public Hearing) Renewal Application for a Special Entertainment Permit – Biddeford-Saco Elks Lodge No. 1597

STAFF RESOURCE: Michele L. Hughes, City Clerk

COUNCIL RESOURCE: Councilor William Doyle

BACKGROUND: Biddeford-Saco Elks Lodge No. 1597 has applied for a renewal of their Special Entertainment Permit. The permit will be concurrent with the establishment’s liquor license.

The applicant has paid all applicable permit fees and the clerk has properly advertised the public hearing in accordance with the Saco City Code, Chapter 93 - Entertainment §93-2.

EXHIBITS: Special Entertainment Permit

RECOMMENDATION: Staff recommends approval.

SUGGESTED MOTION: “I move to open the Public Hearing.”

“I move to close the Public Hearing and be it ordered that the City Council grant the renewal application submitted by Biddeford-Saco Elks Lodge No. 1597 for a Special Entertainment permit to be concurrent with the establishment’s current liquor license”.

“I move to approve the Order.”
PERMIT TO BE DISPLAYED

MUNICIPALITY: Saco
COUNTY: York, Maine

240.00 Fee Paid... Date Paid... 7-1-19...

Special Entertainment Permit

This permit is hereby granted upon condition that the licensed premises do not violate the above statute or any ordinance, rules or regulations promulgated pursuant thereto.

Licensee’s Name: Biddeford Saco Elks Lodge #1557
Business Name: POE #11557
Location of Premises: 68 Ocean Park Rd
P.O. Box Address: PO Box 1557
Municipality: Saco
Description of Premises: Lodge & Function Hall
Facilities Required: Function
Hours Permit is Effective: 11:00 to 1:00
Type(s) of music, dancing, entertainment permitted:
Dancing Various music, DJ, Jake Scott

This permit expires... 08/08, 2019 unless revoked by the Municipal Officials.

Dated at the City of Saco this... day of... 20...

Mayor

Certified True Copy

Council members of the City of Saco
MEETING ITEM COMMENTARY

AGENDA ITEM: (First Reading) Charter Amendment #3 – School Budget

STAFF RESOURCE: Michele L. Hughes, City Clerk

COUNCIL RESOURCE: Councilor Lynn Copeland

BACKGROUND: The City Council endeavors to make an amendment to Section 6.06 of the Charter. The section pertains to City Council Action on the Municipal Budget. The amendment will allow the Council to vote on the global school budget, instead of on each cost center.

EXHIBITS: Amendments to Charter Section 6.06
Reading through the exhibit, (Strikethrough represents language to be deleted, while underline represents new language.) Only Sections and subsections of the Charter that have a change are shown in the exhibit. The amendment is not meant to remove or change any other aspect of the Charter. Any changes suggested in other amendments are not shown in this amendment.

RECOMMENDATION: Staff recommends approval.

SUGGESTED MOTION: “Be it ordered that the City Council approve the first reading of, ‘Saco City Charter Amendment #3 – School Budget’ dated July 15, 2019 and further move to schedule a public hearing for August 12, 2019, before a vote to add to the November referendum”.

Section 6.06 City Council Action on the Municipal Budget.
[Amended 11-5-1996; 11-4-2014]

a. Notice and Hearing. The City Council shall publish at least once in one or more newspapers of general circulation in the City the following:

1. The time and place where copies of the messages and budgets are available for inspection by the public.

2. A copy of the proposed municipal budget prepared in such a manner as to present to the taxpayers a simple and clear summary of the detailed estimates of the budget. This publication shall take place 14 days prior to the date of each public hearing on the budget.

3. The time and place, not less than two weeks after such publication, for a public hearing on the municipal budget.

b. Amendment before Adoption. The City Council may amend the municipal budget as set forth herein. In amending the City portion of the budget, the Council shall have the discretion to increase or decrease programs or amounts and may delete or decrease any programs or amounts, except expenditures required by law, or for debt service or for estimated cash deficit. Prior to adoption of the School Department budget, the City Council may only increase or decrease the total amount spent on any budget category established under law, but it may not otherwise amend programs or programming, personnel or any other category, which authority is reserved to the School Board, proposed to be allocated to the School Department.

c. Adoption. The City Council shall, by order, adopt the municipal budget at a Special Council budget meeting the second week of May. This budget shall be subject to any applicable state law governing budget validation referenda. Until the municipal budget is finally adopted, and if applicable approved by the voters, the amounts appropriated for the previous year shall be deemed adopted for the current fiscal year on a month-to-month basis, except to the extent that Sections 1487 and 2307 of Maine Title 20-A apply to the School Department budget. Adoption and approval of the municipal budget shall constitute appropriations of the amounts specified therein as the amount to be raised by the property tax shall constitute a determination of the amount of the tax levy.