

STATE OF MAINE

COUNTY OF YORK

CITY OF SACO

I. CALL TO ORDER – On Thursday, August 13, 2015 at 7:02 p.m. a Special Council Meeting was held in the City Hall Auditorium.

II. ROLL CALL OF MEMBERS – Mayor Donald Pilon conducted a roll call of the members and determined that the Councilors present constituted a quorum. Councilors present: David Precourt, Leslie Smith Jr., Thomas Roughan, Kevin Roche, Arthur Tardif, Eric Cote and Nathan Johnston. Interim City Administrator Cheryl Fournier was also present.

III. PLEDGE OF ALLEGIANCE

IV. GENERAL

V. PUBLIC COMMENTS

Bette Brunswick, 11 Old Orchard Road – Ms. Brunswick commended the Council for efforts thus far to find a new City Administrator. Although I admire the initiative of Mayor Pilon to secure and start a new trolley for the benefit of Saco’s tourism base, I believe the process of doing this must be questioned. The Council approved a visioning process in 2014 called Saco Bridge 2025. A well received effort to chart the course of Saco for the next several years. During that effort the Council identified and prioritized many key points for growth and change. One of those points was focused on improving transportation issues. The trolley might fit into this aspect of improved transportation. However, the strategic planning piece was missing. Council did not approve funds for this trolley project nor did our very capable city staff provide the Council with a cost analysis of benefit to the city budget bottom line. Please follow proper process with any initiative such as this.

Marston Lovell – Thank all for efforts in producing a candidate for City Administrator and I hope he measures up to your expectations. My comment is only that approving a contract is approval to hire and the public cannot meaningfully contribute to the hiring decision without information on the education and experience of the applicant, which isn’t available.

VI. AGENDA

A. APPROVE THE NEW CITY ADMINISTRATOR’S EMPLOYMENT AGREEMENT

Pursuant to the City of Saco Charter, Chapter C, Article III Section 3.0.1: Appointment; Qualification; Compensation, “The Mayor and the City Council shall meet jointly to review all applications for the position of City Administrator. After consultation, the Mayor shall appoint and the City Council may confirm a City Administrator for a term of three (3) years, and the City Council shall fix his compensation. The City Administrator shall be appointed solely on the basis of his executive and administrative qualifications, with special reference to this actual experience in, or his knowledge of, accepted practice in respect to the duties of his office, as herein set forth. He need not be a resident of the City or the State at the time of his appointment. He may reside outside the City while in office only with the approval of the City Council.”

Starting in May, the Mayor and City Council have collaborated with labor consultant, Michael Wing, to search for a new City Administrator. After reviewing resumes and interviewing several candidates, the Mayor has recommended the appointment of Kevin L Sutherland as the new City Administrator for the City of Saco.

Councilor Smith moved, Councilor Precourt seconded “Be it Ordered that the City Council approve the hiring of Kevin L. Sutherland as new City Administrator, and to execute and enter into a certain employment agreement with Kevin L. Sutherland as prepared and dated August 13, 2015. “ Further move to approve the Order.

Councilor Roughan noted that the Council interviewed through their consultant Michael Wing a number of highly qualified individuals for this position. We spent many hours with various candidates who came not only from our city and other parts of our New England region. I think our questioning and answering by the Council of the candidates was extremely thorough. Through that process we came down to a finalist list and met once again with that group of finalists and then made a decision out of these dozens of candidates to put together a contract for this

particular individual. One candidate rose to the top and that was Mr. Sutherland.

Councilor Roche noted that Kevin Sutherland comes from out of New England, Ithaca, New York. He comes across and through his references as extremely intelligent. He has new ideas and new focus while a particular story of him helping put through a contentious police budget that worked hand and hand with the police that was very successful. He is very hands on, IT strong, budget strong and has allot of new ideas. He is what we consider "fresh", on the younger side. As for the contract, it addresses allot of the concerns the citizens had about wanting someone that lived in Saco. He would like to move to Saco with his wife working in Boston. He does not want a car or vehicle. His starting salary is \$10,000-\$11,000 lower than our past Administrator. It will go up by \$1,000 in the second year and he does not have a double retirement plan. So the taxpayers and citizens of Saco win and get some strong, fresh, new leadership. I'm very proud of this Council potential new selection.

Councilor Precourt noted that on the salary for Mr. Sutherland, there would be a \$5,000 increase after 6 months and after the first year he will be increased to the \$125,000.

Councilor Cote thought that the community ought to have time to hear and review and publicize his resume, so I think we should table this until next week and vote on it next week.

TABLE - Councilor Cote moved to table to next week.

Councilor Johnston inquired if there was a particular reason that the Council scheduled this for tonight and not next week. Was it an issue on timing?

Councilor Smith stated that he had requested that it be as early as possible because he was going to be out of town 2-3 weeks.

Mayor Pilon confirmed that.

Mayor Pilon asked if there was a second to Mr. Cote's motion. There was none so the motion was not considered due to a lack of a second.

Mayor Pilon called for a vote on the main motion. The motion passed with seven (7) yeas.

CITY OF SACO CITY ADMINISTRATOR EMPLOYMENT AGREEMENT

This AGREEMENT, executed by the Mayor and confirmed by the action of the City Council effective this 13th day of August, 2015, by and between the City of Saco, Maine, hereinafter called "City," as party of the first part, and Kevin L. Sutherland, hereinafter called "Administrator," as party of the second part, both of whom acknowledge the following:

WITNESSETH:

WHEREAS, the City desires the services of said Kevin L. Sutherland, as City Administrator of City; and

WHEREAS, it is the desire of the City Council to (1) provide incentives for the Administrator to remain in such employment, (2) make possible full work productivity by assuring Administrator's morale and peace

of mind with respect to future security, and (3) provide a just means for terminating Administrator's services at such time as he may be unable to fully discharge his duties due to physical disability or when the city may wish to otherwise terminate his employment; and

WHEREAS, the Administrator desires employment with the City.

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

Section I.

- A. This employment agreement shall remain in full force and effect for three (3) years, from September 21, 2015 through September 30, 2018, unless terminated as specified in this Agreement prior to the end of the three year term.
- B. The Administrator agrees to remain in the exclusive employ of the City and will perform duties and exercise authority set forth in Article III of the City Charter.
- C. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of the City Administrator at any time, subject to the provisions set forth in Section II, Paragraph A, of this agreement and the provisions of the City Charter outlined in Article III, Section 3.02 and applicable state law.
- D. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Administrator to resign at any time from his position with the City, subject to the provisions set forth in Section II, paragraph B of this agreement.

Section II. Termination and Severance Pay

- A. Should the City Council adopt by affirmative vote a final resolution for the removal and termination of the Administrator's employment, during such time that he is willing and able to perform the duties of Administrator, then in that event, the City agrees to pay the Administrator a lump sum cash payment of three (3) months total salary including Deferred Compensation Plan or 401A Retirement Plan benefits. However, the city may as an alternative, provide the Administrator with a three (3) month termination notice in such case the Administrator will continue to perform his duties and will continue to receive compensation as provided in this Agreement until the effective date of the termination notice.
- B. In the event the Administrator voluntarily resigns his position with the City, then the Administrator shall give the City sixty (60) days' prior notice and the City shall not be liable for payment of severance pay as described in Section II, paragraph A of this agreement.
- C. The City will maintain Public Official Liability insurance coverage during the term of this agreement with coverage terms and limits that equal or exceed the coverage in effect as of the effective date of this Agreement. If the City self-insures for Public Official Liability it will pay on behalf of Administrator those sums the Administrator becomes legally obligated to pay as damages because of

a wrongful act. The City will have the right and duty to defend the City Administrator against any suit seeking damages. The City will pay all expenses incurred by Administrator in investigation or defense of claim or suit including time off from work. The City will pay all costs taxed against Administrator that result from a verdict. The City will pay prejudgment interests awarded against the Administrator. The City will pay all interest on the full amount of any judgment and the judgment. The City will defend the Administrator and pay for attorneys' fees and litigation expenses. Payments end when the City has expended \$1,000,000 for each wrongful act, \$3,000,000 for aggregate for causes of action.

The City shall have no obligation to pay the aggregate severance sum designated in Section II, paragraph A, of this agreement when the Administrator is found guilty of performing illegal acts involving personal gain or found guilty of criminal acts as defined by the Statutes of the State of Maine.

- D. The parties do hereby mutually agree that an independent mediator will be retained for the purpose of resolving disputes that may arise with respect to the Administrator's performance.
- E. Should the City Council fail to notify the Administrator of their intention to renegotiate the employment agreement within six months of its termination, then this agreement shall be extended automatically of an additional year.

Section III. Salary

- A. The City agrees to pay the Administrator for services rendered pursuant hereto in the following manner: beginning September 21, 2015, \$110,000 annual wage; six month from the Administrator's start of employment the salary shall be increased to \$115,000 and one year from the date of the Administrator's starting date of employment his salary shall be increased to \$120,000. The salary for the third year of the contract shall be adjusted under the same provisions and policies provided to non-union employees including the eligibility for variable pay adjustments.
- B. The Mayor and City Administrator will work jointly to develop an annual work program and set professional performance objectives to be used as general indicators of the City Administrator's management abilities. The parties will mutually agree that satisfactory management performance during the term of this agreement will be evaluated through a constructive appraisal meeting held prior to the end of each fiscal year. Any major disputes arising from the performance appraisal review that cannot be settled by the City Council and the Administrator shall be submitted to an independent mediator for resolution.

Section IV. Relocation Expenses

Upon production of receipts, the City shall reimburse the Administrator for reasonable relocation costs including, but not limited to, moving the Administrator's possessions, temporary housing, mileage, etc. for up to \$2,500.

Section V. Employee Benefits

The City shall provide to the Administrator employee benefits under the same provisions and policies provided to other non-union employees.

In addition to the normal non-union employee accrual process for vacation time, the City shall make available five (5) days of vacation at the start of the Administrator's employment

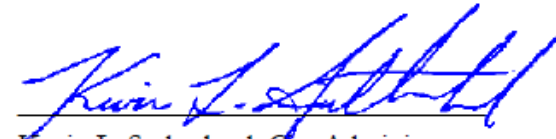
Section VI. Education and Training

The City shall provide the Administrator with reasonable opportunities to continue his education through conferences and workshops offered by professional municipal association. The City shall compensate the Administrator for all actual and necessary expenses incurred in the performance and attendance at those conferences including programs sponsored by the International City Manager's Association (ICMA).

Section VII. General Provisions

- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Administrator.
- C. This agreement shall be effective commencing September 21, 2015 and run through September 30, 2018.
- D. If any provision or portion as contained in this agreement shall be deemed to be unconstitutional or in violation of any law, then only that provision or portion thereof shall be severed here from and shall have no force of effect whatsoever.
- E. Outside Activity. Administrator shall not spend more than six (6) hours per week in teaching, counseling or other non-Employer connected business without prior approval of the Employer. Administrator agrees not to accept any outside activity that may create a conflict of interest between the outside activity and the interests of the Employer. Administrator also agrees to arrange the outside activity at such times and places as not to intrude upon the Administrator's ability to devote his full time and attention to the Employer's affairs.

IN WITNESS WHEREOF, the City Council has caused this agreement to be signed and executed in its behalf by its Mayor, and the Administrator have signed and executed this agreement as well, both in duplicate.


Kevin L. Sutherland, City Administrator

Donald E. Pilon, Mayor

David Precourt

Leslie Smith, Jr

Thomas P. Roughan

Kevin Roche

Arthur Tardiff

Eric B. Cote

Nathan Johnston

VII. ADJOURNMENT

Councilor Precourt moved, Councilor Smith seconded to adjourn the meeting at 7:18 p.m.

Attest: _____
Michele L. Hughes, City Clerk