

STATE OF MAINE

COUNTY OF YORK

CITY OF SACO

I. CALL TO ORDER – On Monday, November 25, 2019, at 6:30 p.m. a Council Meeting was held in the City Hall Auditorium.

II. RECOGNITION OF MEMBERS PRESENT – Mayor Marston Lovell recognized the members of the Council and determined that the Councilors present constituted a quorum. Councilors present: Marshall Archer, Roger Gay, William Doyle, Alan Minthorn, Lynn Copeland, Micah Smart and Nathan Johnston. City Administrator Kevin Sutherland and City Clerk Michele Hughes were also present this evening.

III. PLEDGE OF ALLEGIANCE

IV. GENERAL

V. PUBLIC COMMENT

VI. CONSENT AGENDA

VII. AGENDA

VIII. ADMINISTRATIVE UPDATE

City Administrator Kevin Sutherland provided the following updates:

Compost Drop Off

As a result of the approved Solid Waste and Recycling Request Above Directive (RAD) during the FY 2020 budget process, the City is adding a Compost Drop off location for Saco Residents. We have collaborated with Garbage to Garden and the Saco Parks & Recreation Department who were already using the service for their building food waste. We have expanded the service to allow residents to also drop off their food waste!

The City of Saco has a goal to recycle 30% of its waste by 2021 through composting, reuse, recycling, and purposeful purchasing. The RAD was established to help educate the public on proper recycling procedures as well as revise the current Solid Waste ordinance. Diverting food waste from the municipal solid waste stream is one of the most effective ways to achieve this goal because on average, up to a third of household waste consists of food scraps. Rather than going through our disposal process, which the City pays for by the ton, this food waste can be converted to compost.

Our hope is that with positive feedback from residents and data collected from the pilot location, Saco will be able to add multiple locations and possibly offer curbside collection in the future. All waste picked up will be logged and calculated. Garbage to Garden will offer free compost back to the City based on amounts collected. This compost will be used throughout the city in community gardens and parks.

Carts located at the drop-off location will be emptied weekly by Garbage to Garden. Should there be any odor complaints, the City will be prepared to either move the cart location or request additional pick up times. The City will be “raffling” off 15, 5-gallon buckets purchased through the Solid Waste program as a promotion of the pilot project but are also offering residents the option to purchase the bins for \$5.00 each, which is what the City pays for them. Compostable bags will be available at the drop off site for residents to utilize for the drop off materials.

The City of South Portland has a similar program with 5 different drop off locations, mostly in residential neighborhoods, as well as City parking lots, and have not received any odor complaints. The City is not anticipating this to be an issue, however are prepared to handle any issue that may arise.

We are very excited to offer this service to our residents. So far, the responses to our program advertising have been very positive. We look forward to seeing how this program will help the City in achieving our 30% goal.

Employee Handbook and Non-Union Personnel Policy

In August, staff presented revised and inclusive updates to the non-union personnel policy as well the introduction to a comprehensive city-wide employee handbook. As part of the Council approval, the documents were to be reviewed by our attorney. This has been concluded and the documents are now posted to the City website. The Handbook can be found [HERE](#) and the Personnel Policy can be found [HERE](#).

Councilor Smart – Do we have any plans for publicizing the compost program. Director of Communications and Market Emily Roy stated Andrew Dickinson and her would be working together on a campaign roll out. First part of the roll-out was the raffle. There will also be posts on social media and more give away' s.

IX. COUNCIL DISCUSSION AND COMMENT

- Councilor Gay – I would like to thank the city council and all city staff and to the city of Saco, it has been a pleasure serving you.
- Mayor Lovell – The same for me. It has been a very enjoyable council and certainly a pleasure these last couple of years to serve the city of Saco.

X. EXECUTIVE SESSION

Councilor Minthorn moved, Councilor Smart seconded “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) Contract Negotiation. The motion passed with seven (7) yeas. Time: 6:37 p.m.

XI. REPORT FORM EXECUTIVE SESSION

Mayor Lovell, Councilors: Archer, Gay, Doyle, Copeland, Minthorn, Smart, and Johnston and the City Administrator were all present.

Councilor Minthorn moved, Councilor Smart seconded pursuant to [M.R.S.A. Title 1, Chapter 13, Subchapter 1, §405 (6)]: (C) Contract Negotiation to come out of Executive Session. The motion passed with seven (7) yeas. Time: 6:57 p.m.

Councilor Minthorn moved, Councilor Smart seconded the City Council is happy to report Bryan Kaenrath is our incoming City Administrator effective January 1, 2020. Kevin Sutherland will be returning as a consultant from the end of contract through January 10, 2020. The motion passed with seven (7) yeas.

CITY OF SACO CITY ADMINISTRATOR EMPLOYMENT AGREEMENT

This AGREEMENT, executed by the Mayor of the City of Saco, Maine (the “Mayor”) and confirmed by the action of the Saco City Council (the “City Council”), is effective this 15th day of November 2019, by and between the City of Saco (the “City”) and Bryan T. Kaenrath (“Kaenrath”), collectively the “Parties”.

PURPOSE

The Parties acknowledge that:

The Mayor and City Council desire to appoint Kaenrath as City Administrator (“Administrator”); and

The Mayor and City Council desire to (1) provide terms and conditions of employment for the appointment of Kaenrath to serve as the Administrator and to remain in such employment; (2) make possible full work productivity by assuring Kaenrath’s morale and peace of mind with respect to his employment as Administrator; and (3) provide for the cessation of Kaenrath’s services when either party wishes to terminate the employment relationship or if Kaenrath becomes unable to fulfill his duties as Administrator, and

Kaenrath desires to be employed as Administrator.

Accordingly, in consideration of the mutual covenants in this Agreement, the Parties agree as follows:

TERMS

I. Term of Agreement and General Duties

- A. This Agreement will remain in full force and effect for three (3) years, from January 1, 2020 (the “effective date”) through December 31, 2022 (the “expiration date”), unless terminated as specified in this Agreement prior to the expiration date.
- B. During his service as Administrator, Kaenrath agrees to be in the exclusive employ of the City; to perform the duties described in the City Administrator Job Description in Article III of the Saco City Charter (the “Charter”), and as may be required from time to time by the Mayor and City Council; and to exercise the responsibilities and authority of the Administrator with full effort and loyalty.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of Kaenrath as Administrator at any time during the term of this Agreement, subject to the provisions set forth in this Agreement, the applicable provisions of Article III Section 3.02 of the Charter, and applicable provisions of Maine law, if any.
- D. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Kaenrath to resign at any time from his position with the City, subject to Section II, paragraph C of this Agreement.

II. Cessation of Employment and Severance Pay

- A. Should the City Council adopt by affirmative vote a final resolution for the removal and termination of Kaenrath’s employment as provided by Article III Section 3.02 of the Charter, during such time as he is willing and able to perform the duties of Administrator, the City agrees to pay Kaenrath a lump sum cash payment of three (3) months total salary including Deferred Compensation Plan or 401A Retirement Plan benefits (the “severance sum”). However, after adopting a final resolution for removal and termination, the City Council may, as an alternative and at its option, provide Kaenrath with a three (3) month termination notice. In that case Kaenrath will continue to perform the duties of Administrator for up to three months as the Council may direct and will continue to receive compensation as provided in this Agreement, or if at the Council’s direction his duties cease before the expiration of the notice period Kaenrath will receive the balance of the severance sum.
- B. The City shall have no obligation to pay the severance sum described in Section II, paragraph A above if the City Council finds that Kaenrath’s removal and termination is for any of the following reasons:
 1. Misfeasance, malfeasance and/or nonfeasance in performing the duties of the Administrator;
 2. Being charged with, convicted of or entering a plea of guilty or no contest to a Class A, B, C or D crime;

3. Neglect of duty, including the inability or failure to properly discharge the responsibilities of the Administrator's position, after Kaenrath has been given notice of the neglect or failure to perform and an opportunity to cure;
4. Violation of any substantive City policy, rule, or regulation which would subject any other City employee to termination;
5. A finding by the City Council of any fraudulent act by Kaenrath that is against the interests of the City;
6. A finding by the City Council of an intentional act by Kaenrath that demonstrably and materially injures the City's economic or reputational interests;

2

7. Violation of the International City/County Management Association Code of Ethics; or
 8. Any other act of a similar nature of the same or greater seriousness and effect.
- C. In the event Kaenrath voluntarily resigns his position with the City during his term as Administrator, he shall give the City sixty (60) days' prior notice and the City shall not be liable for payment of the severance sum described in Section II, paragraph A above.
- D. The Charter currently provides that the Mayor and City Council must provide written notice within six months of the end of the City Administrator's term that they will or will not reappoint the Administrator for another term. Should this notice not be timely given, and absent agreement otherwise by the Mayor and City Council and Kaenrath, this Agreement will be extended by a period sufficient to give Kaenrath the six-month notice period as provided by the Charter. It is Kaenrath's responsibility to notify the Mayor and City Council thirty (30) days in advance of the start of the six-month notice period. If Kaenrath does not timely notify the Mayor and City Council of the notice period, any vacation leave that he has accrued at the start of the six month notice period will be counted and treated as part of the six month notice period and will accordingly reduce the notice period by the amount of such accrued leave.

III. Salary and Performance Objectives

- A. The City agrees to pay Kaenrath a salary for his services rendered as Administrator on the following terms. Beginning on January 1, 2020 Kaenrath will receive an annual salary of \$115,000. For the second and third years of this Agreement, Kaenrath's annual salary will be adjusted according to the same provisions and policies applicable to salary adjustments to other non-union City employees during that time period, unless Kaenrath and the Council agree to a different or additional adjustment.
- B. The Mayor and City Council and Kaenrath will work jointly to develop an annual work program and set professional performance objectives to be used as general indicators of Kaenrath's management abilities and performance. Kaenrath's management performance during the term of this Agreement will be evaluated through a constructive performance appraisal meeting held prior to the end of each fiscal year.

IV. Liability Insurance Coverage.

The City will maintain Public Officials Liability insurance coverage during the term of this Agreement with coverage terms and limits applicable to the Administrator's position that equal or exceed the coverage in effect as of the

3

effective date of this Agreement. If at any time during the term of this Agreement the City self-insures for Public Official Liability insurance, the City will provide substantially equal coverage terms, including the scope of coverage, provision of defense, coverage of defense costs, and coverage limits for the Administrator's position as were provided under the terms of the City's Public Official liability insurance policy prior to self-insurance.

V. Employee Benefits.

The City shall provide to Kaenrath employee benefits including but not limited to sick leave accrual under the same provisions and policies provided to other non-union employees of the City, as may be amended or modified from time to time, unless otherwise specifically provided in this Agreement.

VI. Vacation

The City will provide Kaenrath three weeks of vacation for each calendar year of this Agreement. If for any reason Kaenrath does not complete year one of the term of this Agreement and leaves employment during year one, he will not be entitled to pay for any unused and accrued vacation. Kaenrath may carry over one week of accrued and unused vacation to the next calendar year. Any additional accrued and unused vacation will lapse at the end of the year.

VI.A Education and Training.

The City shall provide Kaenrath with reasonable opportunities to continue his education through conferences and workshops offered by professional municipal association. The City shall compensate Kaenrath 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).

VII. Outside Activity.


Subject to Section I(B), Kaenrath agrees not to accept or engage in any outside activity that may create an actual or reasonably perceived conflict with the interests of the City. If there is any basis to believe or question whether an outside activity would present or cause a conflict of interest with the City, Kaenrath will obtain prior approval from the City Council to engage in such activity. Kaenrath agrees to arrange any outside activity that is otherwise consistent with this paragraph to take place at times and places that will not interfere with or diminish his ability to devote his full time and attention to the City's business and the duties of the Administrator.


4

VIII. General Provisions.

- A. The provisions of this Agreement constitute the entire agreement between the Parties, unless modified or amended in writing and signed by the Parties. No individual has the authority to amend, supplement, cancel or alter in any way any term of this Agreement or to make promises or representations inconsistent with the terms herein.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Kaenrath.
- C. This Agreement shall be effective commencing January 1, 2020 and run through December 31, 2022, unless otherwise terminated by either party as provided in this Agreement.
- D. If at any time during the term of this Agreement the Charter is duly amended or modified in any way that affects the subject matter or provisions of this Agreement, the Agreement will be construed and administered to be consistent and compliant with the Charter as amended or modified, whether or not the Parties formally amend the affected provisions of the Agreement.
- E. If any provision or portion contained in this Agreement is deemed to be unconstitutional or in violation of any law, then only that provision or portion thereof will be severed and will have no force or effect, and all other provisions will remain in full force and effect.

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


Bryan T. Kaenrath


Marston Lovell, Mayor

AGREEMENT FOR LIMITED TERM CONSULTING SERVICES

This AGREEMENT FOR LIMITED TERM CONSULTING SERVICES ("Agreement"), executed by the Mayor and confirmed by the action of the Saco City Council effective this 25th day of November 2019, is by and between the City of Saco, Maine (the "City") and Kevin L. Sutherland ("Sutherland"), collectively "the Parties".

PURPOSE

Sutherland's previous employment as City Administrator for the City ended on December 31, 2019. A new City Administrator (the "new Administrator") has been duly appointed. The City wishes to enter into this Agreement for the purpose of retaining Sutherland as a consultant for a limited term for the purpose of having Sutherland assist the new Administrator in his initial days of employment by providing technical assistance, information and knowledge regarding the requirements and execution of the administrator position and informing the new Administrator of pending work and projects (the "consulting services"). The Parties agree to the following terms for the provision of the consulting services by Sutherland.

TERMS

1. **Limited Term.** The term of this Agreement is from January 1, 2020 through and including January 10, 2020. This Agreement will expire at the close of the business day on January 10, 2020 unless mutually extended in writing executed by both parties.
2. **Fees.** Sutherland will receive a one-time fee of \$4,500 for the consulting services, paid on a W-1099 ("consulting fee"). The consulting fee will be the total payment for the consulting services, with no other compensation or benefits.
3. **Nature of Work.** Sutherland agrees that he is providing consulting services under this Agreement as an independent contractor. Sutherland acknowledges and agrees that in providing consulting services he is not an employee of the City and is not entitled to any benefits or coverage that would apply to employee status. As an independent contractor/ consultant Sutherland has no authority to enter into any agreement, make representations or take any binding actions on behalf of the City or otherwise hold himself out as an agent or authorized representative of the City.
4. **Cancellation.** The City retains the right to cancel this Agreement for any reason and at any time during the term set out in Paragraph 1 above by giving written notice of

1

cancellation to Sutherland. If the City cancels the Agreement before the expiration of the limited term in Paragraph 1 above, and if at the time of cancellation Sutherland remains available and willing to provide consulting services through the end of the limited term, Sutherland will be paid the fee set out in Paragraph 2 above in total.

5. **Sole Agreement.** This Agreement supersedes and replaces any other written or oral agreement between the City and Sutherland and represents the sole agreement between the City and Sutherland except that any obligations, if such exist, between Sutherland and the City that inure as a result of Sutherland's former employment or employment contract are not affected by this Agreement.

IN WITNESS WHEREOF, the City Council has caused this Agreement to be signed and executed on behalf of the City by the Mayor of the City, and Sutherland has executed this Agreement as well, both in duplicate.

Dated: November 25, 2019


Kevin L. Sutherland


Marston Lovell, Mayor

XII. ADJOURNMENT

Councilor Minthorn moved, Councilor Gay seconded to adjourn the meeting. The motion passed with seven (7) yeas. Time: 6:58 p.m.

Attest: _____

Michele L. Hughes, City Clerk