

**1. Discussion Objective:**

**Work Session Date: April 16, 2012**

At recent meetings, the Town Council has been reviewing the process and criteria for establishing a performance evaluation for the Town Manager. To help the Council develop an efficient and equitable procedure, attached please find three sample evaluations. I located these three samples on the ICMA (*International City Manager Association*) website.

Attached items:

- City Manager Evaluation: *Bonner Springs, Kansas*
- City Manager Evaluation: *Temple Terrace, Florida*
- City Manager Evaluation: *Oviedo, Florida*
- *June 6, 2011 Work Session materials*
- *May 2, 2011 Work Session materials*
- *April 4, 2011 Town Council minutes (page 7 only)*

**2. Submitter of Information:**

- Council
- Town Staff
- Town Attorney

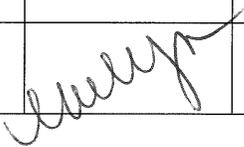
**3. Estimated Time for this item:**

60 minutes

**5. Background:**

On January 3, 2011, the Town Council entered into an employment agreement with Terrance Stewart as Town Manager. As part of that agreement, the Council and Manager agreed to a Performance Evaluation. The Council has scheduled and discussed the process as follows:

- April 4, 2011 – *Town Council Meeting* - item was moved forward to the May 2<sup>nd</sup> work session.
- May 2, 2011 – *Town Council Work Session* - the council reviewed the Manager's contract and two sample evaluations; at that meeting they asked staff to revise questions 7 and 8 and bring the revisions back to the Council at a later meeting
- June 6, 2011 – *Town Council Work Session* - questions 7 and 8 were revised; the Council discussed the evaluations and the process but did not formally accept either of the sample evaluation forms.

Town Manager	Town Attorney	Finance Director	Public Works Director	Community Development Director	Parks & Recreation Director	Town Clerk
						

C i t y M a n a g e r E v a l u a t i o n

B o n n e r S p r i n g s , K a n s a s

# City Manager Evaluation

Please rate the city manager using the following scale:

<u>Rating</u>	<u>Description</u>
1	Unacceptable - Unsatisfactory performance
2	Conditional - Requires Improvement
3	Satisfactory - Meets Council expectations
4	Exceptional - Generally exceeds Councils expectations
5	Outstanding - Substantially exceeds Councils expectations

Please return your evaluation form to the Mayor as soon as possible.

## Supervision

Does the City Manager maintain a standard of respect for department head's ability and encourage their initiative? Does he challenge them to perform at their highest level?	Rating	Comments:
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## Leadership

Does the city manager inspire others to succeed? Does he actively promote efficiency in operations? Does he demonstrate a high regard for personal ethics?	Rating	Comments:
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## Execution of Policy

Does he understand the laws and ordinances of the city and cause them to be fairly enforced?	Rating	Comments:
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## Community Relations

Does the city manager work well with citizens and properly handle their complaints?	Rating	Comments:
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## Administrative Duties

Does the city manager properly handle his administrative duties?	Rating	Comments:
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<b>Economic Development</b>		
Does the city manager work well with developers while protecting the city's interest? Does he work to increase the city's tax base through economic development?	Rating	Comments:

<b>Intergovernmental Relations</b>		
Does the city manager cooperate cordially with neighboring communities and citizens while looking after the interests of Bonner Springs?	Rating	Comments:

<b>City Council Relations</b>		
Does the city manager work well with the city council in making sure there is adequate information available prior to meetings? Is he willing to meet with council members to deal with individual problems and issues?	Rating	Comments:

<b>Planning</b>		
Does the city manager involve himself in the planning process to the correct degree? Does he review the process and look for better ways to handle development activities?	Rating	Comments:

<b>Financial Management / Budget</b>		
Does the city manager ensure the budget is prepared and executed in the manner approved by the city council? Does he ensure the city's monies are managed properly?	Rating	Comments:

Additional Comments:

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City Manager Evaluation

Temple Terrace, Florida

**CITY OF TEMPLE TERRACE****CITY MANAGER EVALUATION****Purpose of Performance Evaluation**

While a performance evaluation is meant to critique the City Manager's performance and what has been accomplished during a given period of time, it is also a communications tool and a learning process whereby the Mayor and City Council and the City Manager can learn more about each other's expectations and where strengths and weaknesses exist in the relationship. Annual evaluations should identify any major differences in direction, miscommunication, or problems before they become critical to the operations of the City of Temple Terrace.

**Form/Format**

There are no perfect evaluation forms or processes and many systems and approaches are used. A performance evaluation should be a thoughtful, effective, sensitive, and positive process.

This evaluation form consists of seven categories totaling 35 questions related to the City Manager's performance. Each question should receive a numerical score from 1 to 5, with a 1 being weak and a 5 being strong. A comment section is included after each category.

Upon completion, the evaluation should be forwarded to the Mayor for compilation and review with the City Manager.

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**Relationship With Mayor and City Council**

- \_\_\_\_\_ 1. Maintains effective communications, verbal and written, to keep Councilmembers informed of items and events they want and need to be aware of to effectively represent the City.
- \_\_\_\_\_ 2. Provides information to all Councilmembers on an equal basis.
- \_\_\_\_\_ 3. Maintains personal availability to Councilmembers.
- \_\_\_\_\_ 4. Maintains reporting system to Councilmembers of the administration's and staff's current and planned activities.
- \_\_\_\_\_ 5. Plans, organizes, and presents materials for consideration in a clear, comprehensive, and timely manner to enable Councilmembers to make sound decisions.
- \_\_\_\_\_ 6. Effectively communicates with Councilmembers about their concerns and delegates, or follows through, to see that City departments implement appropriate actions.

**Comments:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Relationship With Employees**

- 1. Maintains positive employee-employer relations and guides people so they work toward common objectives.
- 2. Effectively selects, trains, and organizes employees.
- 3. Addresses personnel problems and takes appropriate action when warranted.
- 4. Maintains an atmosphere in which employees enjoy working for the City.

**Comments:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Public Relations**

- \_\_\_\_\_ 1. Ensures that City employees who have public contact demonstrate a perception, attitude, and feeling of helpfulness, courtesy, and sensitivity.
- \_\_\_\_\_ 2. Maintains to the public a City image that represents service, vitality, and professionalism.
- \_\_\_\_\_ 3. Effectively handles citizen disputes or complaints.
- \_\_\_\_\_ 4. Maintains sufficient visibility, identity, and availability in the community.
- \_\_\_\_\_ 5. Effectively represents the City Council's positions and policies giving sufficient credit to Councilmembers and assisting in promoting Councilmembers' visibility in the community.

**Comments:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Intergovernmental Relations**

\_\_\_\_\_ 1. Positively and effectively represents the City and its interests with other governmental jurisdictions or agencies.

\_\_\_\_\_ 2. Maintains effective communications and relationships with other governmental jurisdictions.

\_\_\_\_\_ 3. Keeps Councilmembers advised of new and pending legislation and development.

**Comments:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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## Financial Management

\_\_\_\_\_ 1. Plans, organizes, prepares, and presents the annual budget with adequate documentation and support information to enable Councilmembers to make informed fiscal policy decisions.

\_\_\_\_\_ 2. Controls costs by economically using manpower, materials, and equipment.

\_\_\_\_\_ 3. Provides a system of reports to Councilmembers with sufficient information on the City's current financial status.

\_\_\_\_\_ 4. Plans, organizes, and administers the adopted budget within approved revenues and expenditures.

**Comments:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Organizational Management  
Program Development and Follow-Through**

- \_\_\_\_\_ 1. Plans and organizes on-going service delivery systems to assure efficient and effective services to citizens.
- \_\_\_\_\_ 2. Plans, organizes, and follows through on work assigned by the City Council so that it is completed with dispatch and efficiency.
- \_\_\_\_\_ 3. Plans and organizes work involved in researching City Council's program suggestions and reporting the results of the analyses.
- \_\_\_\_\_ 4. Maintains knowledge of current and innovative trends, technologies, and systems provided by local government and incorporates that knowledge into program research and recommendations.
- \_\_\_\_\_ 5. Plans and organizes responses to public requests and complaints or areas of concern that are brought to the Manager's attention.
- \_\_\_\_\_ 6. Anticipates and recognizes future needs and problems and plans accordingly.
- \_\_\_\_\_ 7. Plans and organizes for maximum utilization and maintenance of City-owned facilities and equipment.

**Comments:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Personal Characteristics

- \_\_\_\_\_ 1. IMAGINATION: Does the Manager show initiative, creativity in dealing with issues or problems and create effective solutions?
- \_\_\_\_\_ 2. OBJECTIVITY: Is the Manager open to City Council's new ideas and suggestions for change with a rational, impersonal viewpoint based on facts and qualified opinions?
- \_\_\_\_\_ 3. DRIVE: Is the Manager energetic and willing to spend the time necessary to do a good job and get the job done?
- \_\_\_\_\_ 4. DECISIVENESS: Is the Manager able to reach timely decisions and initiate action without being compulsive?
- \_\_\_\_\_ 5. ATTITUDE: Is the Manager enthusiastic, cooperative, interested, and flexible when it comes to performing duties?
- \_\_\_\_\_ 6. FIRMNESS: Does the Manager have courage of convictions, being firm when convinced but not stubborn?
- \_\_\_\_\_ 7. COMMUNICATIONS: Does the Manager exhibit the proper skills to be easy to talk to; listen to what is being said; respond in a thoughtful, clear, and pointed manner?

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



City Manager Evaluation

City of Oviedo, Florida

**SECTION I: ASSISTING COUNCIL WITH ITS POLICY-MAKING ROLE**

		Needs Improvement	Meets Expectations	Exceeds Expectations
<b>A. Providing Information</b>				
The City Manager provides information which is:				
	Detailed and reliable			
	Explained in a thorough manner and includes alternatives or recommendations			
	Timely			
	Helpful in preventing trivial administrative matters from being reviewed by the Council			
	Helpful and adequate to assist City Council in making sound decisions			
The City Manager:				
	Provides members of City Council with the opportunity to set long-term organizational goals and to establish the future direction of City policy			
	Keeps City Council informed, in a timely manner, of the things Council wants to know			
	Keeps City Council well informed with concise written and oral communications			
	Provides City Council members with information on an equal basis			
	Informs the City Council of administrative developments			
	Follows up in a timely manner on City Council requests for information or action			
<b>B. Providing Advice</b>				
The City Manager:				
	Has adequate knowledge of municipal affairs, including the City's laws and ordinances			
	Considers alternatives before making recommendations			
	Plans ahead, anticipates needs and recognizes potential problems			
	Has a good sense of timing in bringing issues to the Council for action			
<b>Comments:</b>				

## SECTION II: INTERNAL ADMINISTRATION

		Needs Improvement	Meets Expectations	Exceeds Expectations
<b>A. Implementation of Council Policies</b>				
The City Manager is effective in the following areas:				
	Carrying out Council directives			
	Assigning work so that it is performed efficiently and effectively			
	Paying sufficient attention to detail to avoid error or things “slipping through the cracks”			
	Analyzing problems or issues and identify causes, reasons, and implications			
	Accurately interpreting the direction given by Council			
	Carrying out the directives of Council as a whole rather than those of any one Council member, but recognizes the concerns of the minority			
	Supporting the actions of the City Council after a decision is made			
	Assuming responsibility for staff performance			
	Providing members of City Council with periodic status reports on projects or tasks which may overlap months or years in implementation			
	Insuring that the management staff maintains normal service delivery operations as well as the flexibility to manage emergency situations			

<b>B. Financial Management</b>				
Are you satisfied with the City Manager’s:				
	Approach to budget preparation and review			
	Use of standard financial management procedures to meet Council’s policy guidelines			
	Implementation of Council’s policy regarding the expenditure of budgeted funds			
	Cost control through economical use of labor, materials and equipment			
	Information on the financial status of City government			
	Use of available funds and his ability to operate the City efficiently and effectively			
	Knowledge of financial matters			
	Information pertaining to long or short-term financing for capital projects or equipment purchases			
	Information on opportunities for federal and state grant funding			

		Needs Improvement	Meets Expectations	Exceeds Expectations
<b>C. Personnel Management</b>				
The City Manager is:				
	Successful in guiding people as a team toward common objectives			
	Effective in selecting qualified and highly competent staff members			
	Effective in maintaining professional relationships with Department Directors			
	Effective in assuring that staff members make a positive impression on citizens			
The City Manager:				
	Insures that the City's personnel policies and practices are administered by City Department Directors and management staff in an equitable manner			
	Develops and motivates employees so that they are increasingly effective			
	Addresses disciplinary problems and takes action when warranted			
	Monitors performance of employees and initiates corrective action as needed			
<b>Comments:</b>				

### SECTION III: EXTERNAL RELATIONS

		Needs Improvement	Meets Expectations	Exceeds Expectations
<b>A. Citizen Relations</b>				
The City Manager:				
	Makes a positive impression on citizens and is he respected in the City of Oviedo			
	Has appropriate visibility or identity in the community			
	Assists the Council in resolving problems at the administrative level to avoid unnecessary Council action			
	Is willing to meet with members of the community and discuss issues of concern			
	Is skillful with the news media, avoiding political positions and partisanship			
	Provides information to the public in a timely fashion on matters which will cause public reaction			
	Represents Council positions and policies accurately and effectively			
	Thinks and acts in a manner reflecting an attitude that client (Council, staff or citizens) perceptions and satisfactions are important			
	Responds completely and in a timely manner to citizen complaints			

<b>B. Intergovernmental Relations</b>				
The City Manager is:				
	Effective representing the City's interests in dealing with other agencies			
	Participative in enough intergovernmental activity to have an impact on behalf of the City			
	Cooperative with the county, state and federal governments			

**Comments:**

## SECTION IV: PERSONAL ACCOMPLISHMENTS

		Needs Improvement	Meets Expectations	Exceeds Expectations
<b>A. Communications</b>				
With regard to communications, the City Manager is:				
	Easy to talk to and a good listener			
	Thoughtful, clear and to the point			
	Sensitive to the concerns of others			
	Candid and forthright in discussing City business matters with members of City Council			

<b>B. Management Style</b>				
The City Manager				
	Demonstrates interest and enthusiasm in performing his duties			
	Commands respect and good performance from staff			
	Shows initiative and creativity in dealing with issues, problems and unusual situations			
	Is open to new ideas and suggestions for change			
	Works well under pressure			
	Consistently puts aside personal views and implements Council policy and direction			
	Displays the ability to resolve the numerous conflicts inherent in municipal government			
	Responds well to a changing world and local conditions; is adaptive			
	Is accessible to City Council members			
	Conforms to the high standards of the profession; follows the "ICMA Code of Ethics			
	Exhibits a commitment to continuing education in order to encourage his professional development			
	Is receptive to constructive criticism and advice			

		Needs Improvement	Meets Expectations	Exceeds Expectations
<b>C. Job Effectiveness</b>				
The City Manager:				
	Demonstrates interest and enthusiasm about the Council's Vision for the City			
	Gives his staff the tools necessary to provide efficient, responsive City services			
	Coordinates the implementation of City goals and objectives			
	Supports policies that will promote annexation and growth in the City of Oviedo			
	Creates a positive atmosphere for successful economic development in the City			
	Supports responsible infrastructure expansion and maintenance			
	Emphasizes the need for employee training and technological improvements			
<b>Comments:</b>				

**SECTION V: NARRATIVE RESPONSES**

<b>ACHIEVEMENTS FROM THIS PAST YEAR:</b>
<ul style="list-style-type: none"><li>• What were the Manager’s most notable accomplishments during the past year?</li></ul>
<ul style="list-style-type: none"><li>• Which of the Manager’s qualities were most instrumental in fulfilling the role of City Manager this past year?</li></ul>
<b>PERFORMANCE OBJECTIVES FOR COMING YEAR:</b>
<ul style="list-style-type: none"><li>• What does the Manager do that you would like him to continue?</li></ul>
<ul style="list-style-type: none"><li>• Is there anything that the Manager does that you would like him to do differently?</li></ul>
<ul style="list-style-type: none"><li>• In what areas should the Manager focus his attention in this coming year?</li></ul>
<ul style="list-style-type: none"><li>• Do you have any other general comments to share with the City Manager?</li></ul>

\_\_\_\_\_  
Rater’s Signature

\_\_\_\_\_  
Date

Town Council Work Session  
June 6, 2011

**1. Discussion Objective:**

**Work Session Date: June 6, 2011**

Review and/or revise the *Town Manager Evaluation* form and determine dates for completion of the review. Questions 7 and 8 have been redesigned to reflect a more broad-based perception of how the Town Manager handles the Human Resource portion of his job.

The Council may also want to discuss benchmarks and performance criteria with the Town Manager.

**2. Submitter of Information:**

- Council
- Town Staff – Finance Director
- Town Attorney

**3. Estimated Time for this item:**

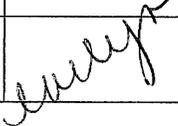
30 minutes

**5. Background:**

On January 3, 2011, the Town Council entered into an employment agreement with Terrance Stewart as Town Manager. The current employment agreement is attached for your reference.

Attachments:

- Revised questions 7 and 8
- Performance Evaluation
- Employment Agreement

Town Manager	Town Attorney	Finance Director	Public Works Director	Community Development Director	Cultural Resources Director	Town Clerk
						

Revised Town Manager Evaluation – questions 7 and 8

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Staffing (7)

- \_\_\_\_\_ Encourages effective employee relations by supporting a positive, productive, and respectful work environment.
- \_\_\_\_\_ Represents the Town effectively in dealings with employees.
- \_\_\_\_\_ Strategically plans, organizes, designs, implements and monitors the personnel and staffing levels required for the efficient operation of the Town.
- \_\_\_\_\_ Develops clear and concise objectives and service expectations for the work force.
- \_\_\_\_\_ Maintains a professional, impartial and effective working relationship with the Town's employees and volunteers.

Supervision (8)

- \_\_\_\_\_ Provides leadership to develop and retain a highly competent, service oriented staff.
- \_\_\_\_\_ Fosters a progressive environment which encourages professional growth.
- \_\_\_\_\_ Insures employees are provided with the necessary tools to get tasks completed.
- \_\_\_\_\_ Develops and encourages good staff morale and loyalty to the Town.
- \_\_\_\_\_ Establishes and maintains a town-wide culture which encourages an attitude of courtesy and sensitivity when dealing with the public and fellow employees.

## INSTRUCTIONS

This evaluation form contains ten categories of evaluation criteria. Each category contains a statement to describe a behavior standard in that category. For each statement, use the following scale to indicate your rating of the city manager's performance.

- 5 = **Excellent** (almost always exceeds the performance standard)
- 4 = **Above average** (generally exceeds the performance standard)
- 3 = **Average** (generally meets the performance standard)
- 2 = **Below average** (usually does not meet the performance standard)
- 1 = **Poor** (rarely meets the performance standard)

Any item left blank will be interpreted as a score of "3 = Average"

This evaluation form also contains a provision for entering narrative comments, including an opportunity to enter responses to specific questions and an opportunity to list any comments you believe appropriate and pertinent to the rating period. Please write legibly.

Leave all pages of this evaluation form attached. Initial each page. Sign and date the cover page. On the date space of the cover page, enter the date the evaluation form was submitted. All evaluations presented prior to the deadline identified on the cover page will be summarized into a performance evaluation to be presented by the governing body to the city manager as part of the agenda for the meeting indicated on the cover page.

## PERFORMANCE CATEGORY SCORING

### 1. INDIVIDUAL CHARACTERISTICS

- \_\_\_\_\_ Diligent and thorough in the discharge of duties, "self-starter"
- \_\_\_\_\_ Exercises good judgment
- \_\_\_\_\_ Displays enthusiasm, cooperation, and will to adapt
- \_\_\_\_\_ Mental and physical stamina appropriate for the position
- \_\_\_\_\_ Exhibits composure, appearance and attitude appropriate for executive position

Add the values from above and enter the subtotal \_\_\_\_\_ + 5 = \_\_\_\_\_ score for this category

**2. PROFESSIONAL SKILLS AND STATUS**

- \_\_\_\_\_ Maintains knowledge of current developments affecting the practice of local government management
- \_\_\_\_\_ Demonstrates a capacity for innovation and creativity
- \_\_\_\_\_ Anticipates and analyzes problems to develop effective approaches for solving them
- \_\_\_\_\_ Willing to try new ideas proposed by governing body members and/or staff
- \_\_\_\_\_ Sets a professional example by handling affairs of the public office in a fair and impartial manner

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

**3. RELATIONS WITH ELECTED MEMBERS OF THE GOVERNING BODY**

- \_\_\_\_\_ Carries out directives of the body as a whole as opposed to those of any one member or minority group
- \_\_\_\_\_ Sets meeting agendas that reflect the guidance of the governing body and avoids unnecessary involvement in administrative actions
- \_\_\_\_\_ Disseminates complete and accurate information equally to all members in a timely manner
- \_\_\_\_\_ Assists by facilitating decision making without usurping authority
- \_\_\_\_\_ Responds well to requests, advice, and constructive criticism

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

**4. POLICY EXECUTION**

- \_\_\_\_\_ Implements governing body actions in accordance with the intent of council
- \_\_\_\_\_ Supports the actions of the governing body after a decision has been reached, both inside and outside the organization
- \_\_\_\_\_ Understands, supports, and enforces local government's laws, policies, and ordinances
- \_\_\_\_\_ Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness
- \_\_\_\_\_ Offers workable alternatives to the governing body for changes in law or policy when an existing policy or ordinance is no longer practical

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

**5. REPORTING**

- \_\_\_\_\_ Provides regular information and reports to the governing body concerning matters of importance to the local government, using the city charter as guide
- \_\_\_\_\_ Responds in a timely manner to requests from the governing body for special reports
- \_\_\_\_\_ Takes the initiative to provide information, advice, and recommendations to the governing body on matters that are non-routine and not administrative in nature
- \_\_\_\_\_ Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience
- \_\_\_\_\_ Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

**6. CITIZEN RELATIONS**

- \_\_\_\_\_ Responsive to requests from citizens
- \_\_\_\_\_ Demonstrates a dedication to service to the community and its citizens
- \_\_\_\_\_ Maintains a nonpartisan approach in dealing with the news media
- \_\_\_\_\_ Meets with and listens to members of the community to discuss their concerns and strives to understand their interests
- \_\_\_\_\_ Gives an appropriate effort to maintain citizen satisfaction with city services

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

**7. *see revised # 7***

- \_\_\_\_\_ Recruits and retains competent personnel for staff positions
- \_\_\_\_\_ Applies an appropriate level of supervision to improve any areas of substandard performance
- \_\_\_\_\_ Stays accurately informed and appropriately concerned about employee relations
- \_\_\_\_\_ Professionally manages the compensation and benefits plan
- \_\_\_\_\_ Promotes training and development opportunities for employees at all levels of the organization

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

**8.**     *see revised # 8*

- \_\_\_\_\_ Encourages heads of departments to make decisions within their jurisdictions with minimal city manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff
- \_\_\_\_\_ Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level
- \_\_\_\_\_ Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the city manager's office
- \_\_\_\_\_ Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback
- \_\_\_\_\_ Encourages teamwork, innovation, and effective problem-solving among the staff members

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

**9.     FISCAL MANAGEMENT**

- \_\_\_\_\_ Prepares a balanced budget to provide services at a level directed by council
- \_\_\_\_\_ Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- \_\_\_\_\_ Prepares a budget and budgetary recommendations in an intelligent and accessible format
- \_\_\_\_\_ Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability
- \_\_\_\_\_ Appropriately monitors and manages fiscal activities of the organization

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

**10. COMMUNITY**

- \_\_\_\_\_ Shares responsibility for addressing the difficult issues facing the city
- \_\_\_\_\_ Avoids unnecessary controversy
- \_\_\_\_\_ Cooperates with neighboring communities and the county
- \_\_\_\_\_ Helps the council address future needs and develop adequate plans to address long term trends
- \_\_\_\_\_ Cooperates with other regional, state and federal government agencies

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

**NARRATIVE EVALUATION**

What would you identify as the manager's strength(s), expressed in terms of the principle results achieved during the rating period? \_\_\_\_\_

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What performance area(s) would you identify as most critical for improvement? \_\_\_\_\_

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## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT, made and entered into this 1st day of January 2011, by and between the TOWN OF FORT MYERS BEACH, FLORIDA, hereinafter referred to as "TOWN" or "TOWN COUNCIL" and TERRANCE E. STEWART, hereinafter referred to as "MANAGER" or "TOWN MANAGER."

WITNESSETH:

~~WHEREAS, the TOWN desires to employ Terrance E. Stewart as TOWN MANAGER~~ for the Town of Fort Myers Beach, Florida, as provided for in Article VI of the Town Charter; and

WHEREAS, Terrance E. Stewart desires to accept employment as the TOWN MANAGER for the Town of Fort Myers Beach, Florida on the terms provided herein.

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

1. TOWN hereby agrees to employ MANAGER to perform the functions and duties of the position of TOWN MANAGER as provided in Article VI of the Town Charter. MANAGER shall be the Chief Administrative Officer for the TOWN and shall perform all duties imposed on him by Section 6.03 of the TOWN Charter and applicable laws, ordinances, regulations and other legally permissible and proper duties as he may be directed to perform by the TOWN COUNCIL.

2. MANAGER agrees to perform the functions and duties of his office in a competent and professional manner. MANAGER agrees to devote all of his time, attention, knowledge and skills to the position of TOWN MANAGER, and will not engage in other employment without specific permission from the TOWN COUNCIL.

3. Compensation. TOWN agrees to pay MANAGER for services rendered hereunder an annual base salary of One Hundred Twenty Thousand and no/100 Dollars (\$120,000.00) payable in installments at the same time as other TOWN employees. MANAGER shall be eligible to receive an annual increase in base salary and/or benefits in such amounts and to such extent as the TOWN COUNCIL may determine. The amount of any increase in salary or benefits shall be based on the annual performance evaluation of MANAGER.

4. Term. The initial term of this Agreement shall be one (1) year. Thereafter, this Agreement shall automatically renew each year for successive terms of one (1) year each, unless either party provides not less than six (6) months' prior written notice to the other party of an intent not to renew this Agreement.

5. Performance Evaluation. The TOWN COUNCIL shall review and evaluate the performance of the MANAGER annually no later than June 30th. The review and evaluation shall utilize specific criteria developed jointly by TOWN and MANAGER. TOWN COUNCIL

desire. MANAGER and TOWN COUNCIL shall annually, during the month of January, define such goals and performance objectives that they collectively determine are necessary for the proper operation of the TOWN and attainment of the policy objectives of the TOWN COUNCIL. The goals and objectives shall be reduced to writing and each goal and objective shall be assigned a relative priority.

6. Benefits.

A. General. Manager shall receive the following employee benefits in addition to his base salary:

---

B. Group Health Insurance. MANAGER shall not be entitled to receive paid major medical insurance benefits for either himself or his family. In lieu of such benefits, TOWN shall pay MANAGER an annual sum of Twenty-One Thousand Nine Hundred Thirty Dollars (\$21,930.00), payable in twenty-six equal installments.

C. Vehicle Allowance. MANAGER shall be provided with a monthly vehicle allowance of Five Hundred and no/100 Dollars (\$500.00). This vehicle allowance is intended to reimburse MANAGER for local travel only, which shall be defined as travel within Lee County. All TOWN-related travel outside of Lee County shall be reimbursed in accordance with the TOWN's travel policy.

D. Professional Dues and Development. TOWN agrees to pay professional association dues for MANAGER's membership in ICMA and FCMA and for professional development courses and seminars, within approved budgeted amounts, including, where applicable, reasonable travel expenses. All travel related to professional development courses and seminars must be approved in advance by TOWN COUNCIL.

E. Deferred Compensation. MANAGER shall be entitled to participate, at his own expense, in any TOWN-sponsored 457 Deferred Compensation Plan. MANAGER shall also be entitled to participate in a TOWN-sponsored 401A Deferred Compensation Plan, whereby MANAGER contributes eight percent (8%) of his wages and the TOWN contributes twelve percent (12%) of MANAGER's wages.

F. Vacation and Sick Time. Upon execution of this agreement, MANAGER shall be credited with 210 hours of vacation time and 120 hours of sick time. MANAGER shall accrue vacation and sick time at the same rate as regular TOWN employees as provided in Section 10 of the TOWN's Manual of Personnel Policies.

G. TOWN shall provide MANAGER with a cellular telephone and laptop computer.

H. TOWN shall provide MANAGER with dental, vision, and short and long term disability insurance coverage in the same manner as such benefits are provided to other TOWN employees.

## 7. Termination and Severance Pay.

A. Termination For Cause. This Agreement may be terminated for cause by a majority vote of the TOWN COUNCIL. For purposes of this Agreement, "for cause" shall be defined as including, but is not limited to misfeasance, malfeasance, and/or nonfeasance in the performance of his duties; conviction or a plea of guilty or no contest to any illegal act involving personal gain related to his position as TOWN MANAGER; conviction or a plea of guilty or no contest to any felony involving breach of public trust under Section 112.3172, Fla. Stat.; or a finding of violation of Chapter 112, Part III, Fla. Stat. by the Florida Commission on Ethics. In the event MANAGER is terminated for cause, MANAGER shall not be entitled to any severance payment, but would be entitled to payment for any accrued vacation and sick leave.

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B. Termination Due to Disability. If MANAGER is unable to perform his duties for any reason, including, but not limited to sickness, accident, injury, or mental incapacity, for a period of four (4) successive weeks beyond any accrued sick leave, TOWN shall have the option to terminate this Agreement, in accordance with the procedures set forth in the Town Charter and Code of Ordinances, as they may be amended from time to time. Disabled, for purposes of this Agreement, means that MANAGER, due to illness or injury, is unable to perform the essential functions of his position after reasonable accommodations have been made by the TOWN. If MANAGER is terminated due to disability, he shall not be entitled to severance pay.

C. Termination Without Cause; Severance. MANAGER may be terminated without cause by a majority vote of the TOWN COUNCIL. In the event MANAGER is terminated without cause, and during such time MANAGER is willing and able to perform his duties under this agreement, then in that event TOWN agrees to pay MANAGER a lump sum severance payment equal to six (6) months of MANAGER's base salary payable within fifteen (15) calendar days after termination, unless otherwise agreed to by MANAGER and TOWN. The lump sum severance payment shall be in addition to any payment for accrued vacation and sick leave to which MANAGER may be entitled. No other benefits, including vehicle allowance, deferred compensation contributions and group health insurance for MANAGER and his spouse, shall accrue or be payable following the effective date of the termination. MANAGER agrees that the TOWN COUNCIL shall have the sole and absolute discretion to decide to terminate MANAGER without cause and that in the event of such termination, and in consideration of the payment of severance, MANAGER waives all rights to contest or challenge the TOWN COUNCIL's decision and will accept the severance payment in full satisfaction of TOWN's obligations under this agreement and in full release of any and all claims MANAGER may have against the TOWN relating to his employment.

D. Voluntary Resignation. MANAGER may voluntarily resign his employment at anytime upon sixty (60) days' advance written notice to TOWN, unless waived in the sole discretion of the TOWN COUNCIL. In the event MANAGER voluntarily resigns, MANAGER shall not be entitled to severance pay, but shall be entitled to payment for all accrued vacation and sick leave.

E. Any involuntary termination of MANAGER shall comply with Section 6.02 of the TOWN Charter.

8. Indemnification. Subject to any limitations imposed by Florida Law, the TOWN shall defend, save harmless, and indemnify MANAGER against any tort, professional liability claim or demand, or other legal action, arising out of an alleged act or omission of MANAGER while acting within the course and scope of his duties as MANAGER.

9. Governing Law. This Agreement shall be governed by the laws of the State of Florida and venue shall be in Lee County, Florida.

10. Modification. No provision of this Agreement may be modified or amended except by a written agreement executed by both parties hereto.

11. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and

12. If any provision, or any portion of the Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement shall be deemed severable and shall not be affected and shall remain in full force and effect.

13. The rights and obligations herein granted are personal in nature and cannot be transferred by MANAGER except as provided in any of the benefits MANAGER is entitled to under this Agreement.

14. MANAGER HEREBY ACKNOWLEDGES THAT HE HAS BEEN PROVIDED WITH A COPY OF THIS AGREEMENT FOR REVIEW AND MANAGER HAS CONSULTED WITH HIS OWN ATTORNEY, TO THE EXTENT DESIRED, PRIOR TO SIGNING THIS AGREEMENT. MANAGER FURTHER ACKNOWLEDGES THAT HE FULLY UNDERSTANDS THE PURPOSE AND EFFECT OF THE TERMS OF THIS AGREEMENT.

Executed by the TOWN and MANAGER this 3<sup>rd</sup> day of January, 2011.

TOWN

Larry Kiker  
Larry Kiker, Mayor

MANAGER

Terrance E. Stewart  
Terrance E. Stewart

ATTEST:

Michelle D. Mayher  
Michelle D. Mayher, Town Clerk  
Mayher

WITNESS

Lois A. Poff  
Signature

APPROVED AS TO LEGAL FORM:

Maurice W. Melan  
Fowler, White, Boggs, Town Attorney

Lois A. Poff  
Print Name

Town Council Work Session  
May 2, 2011

**1. Discussion Objective:**

**Work Session Date: May 2, 2011**

The Town Council indicated a desire to discuss the process and criteria for establishing an evaluation process for the Town Manager that offers an opportunity for each party to review the performance of the Manager. The evaluation will focus on how effectively the Manager is accomplishing the goals established by the Council and how he is carrying out his responsibilities in key performance areas.

**2. Submitter of Information:**

- Council
- Town Staff
- Town Attorney

**3. Estimated Time for this item:**

*(60 minutes)*

**5. Background:**

On January 3, 2011, the Town Council entered into an employment agreement with Terrance Stewart as Town Manager. The current employment agreement is attached for your reference.

Also included are two sample evaluation forms for your review.

Town Manager	Town Attorney	Finance Director	Public Works Director	Community Development Director	Cultural Resources Director	Town Clerk
						

Town Manager  
Current Employment Agreement

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT, made and entered into this 1st day of January 2011, by and between the TOWN OF FORT MYERS BEACH, FLORIDA, hereinafter referred to as "TOWN" or "TOWN COUNCIL" and TERRANCE E. STEWART, hereinafter referred to as "MANAGER" or "TOWN MANAGER."

WITNESSETH:

~~WHEREAS, the TOWN desires to employ Terrance E. Stewart as TOWN MANAGER~~ for the Town of Fort Myers Beach, Florida, as provided for in Article VI of the Town Charter; and

WHEREAS, Terrance E. Stewart desires to accept employment as the TOWN MANAGER for the Town of Fort Myers Beach, Florida on the terms provided herein.

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

1. TOWN hereby agrees to employ MANAGER to perform the functions and duties of the position of TOWN MANAGER as provided in Article VI of the Town Charter. MANAGER shall be the Chief Administrative Officer for the TOWN and shall perform all duties imposed on him by Section 6.03 of the TOWN Charter and applicable laws, ordinances, regulations and other legally permissible and proper duties as he may be directed to perform by the TOWN COUNCIL.
2. MANAGER agrees to perform the functions and duties of his office in a competent and professional manner. MANAGER agrees to devote all of his time, attention, knowledge and skills to the position of TOWN MANAGER, and will not engage in other employment without specific permission from the TOWN COUNCIL.
3. Compensation. TOWN agrees to pay MANAGER for services rendered hereunder an annual base salary of One Hundred Twenty Thousand and no/100 Dollars (\$120,000.00) payable in installments at the same time as other TOWN employees. MANAGER shall be eligible to receive an annual increase in base salary and/or benefits in such amounts and to such extent as the TOWN COUNCIL may determine. The amount of any increase in salary or benefits shall be based on the annual performance evaluation of MANAGER.
4. Term. The initial term of this Agreement shall be one (1) year. Thereafter, this Agreement shall automatically renew each year for successive terms of one (1) year each, unless either party provides not less than six (6) months' prior written notice to the other party of an intent not to renew this Agreement.
5. Performance Evaluation. The TOWN COUNCIL shall review and evaluate the performance of the MANAGER annually no later than June 30th. The review and evaluation shall utilize specific criteria developed jointly by TOWN and MANAGER. TOWN COUNCIL

desire. MANAGER and TOWN COUNCIL shall annually, during the month of January, define such goals and performance objectives that they collectively determine are necessary for the proper operation of the TOWN and attainment of the policy objectives of the TOWN COUNCIL. The goals and objectives shall be reduced to writing and each goal and objective shall be assigned a relative priority.

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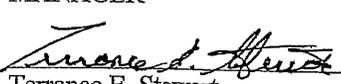
14. MANAGER HEREBY ACKNOWLEDGES THAT HE HAS BEEN PROVIDED WITH A COPY OF THIS AGREEMENT FOR REVIEW AND MANAGER HAS CONSULTED WITH HIS OWN ATTORNEY, TO THE EXTENT DESIRED, PRIOR TO SIGNING THIS AGREEMENT. MANAGER FURTHER ACKNOWLEDGES THAT HE FULLY UNDERSTANDS THE PURPOSE AND EFFECT OF THE TERMS OF THIS AGREEMENT.

Executed by the TOWN and MANAGER this 3<sup>rd</sup> day of January, 2011.

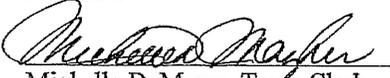
TOWN

  
Larry Kiker, Mayor

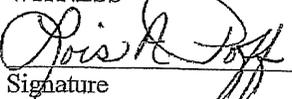
MANAGER

  
Terrance E. Stewart

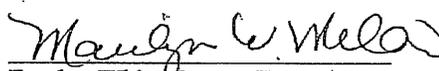
ATTEST:

  
Michelle D. Mayer, Town Clerk  
Mayer

WITNESS

  
Signature

APPROVED AS TO LEGAL FORM:

  
Fowler, White, Boggs, Town Attorney

Lois A. Poff  
Print Name

# Town Manager Performance Evaluation

#1

TOWN OF FORT MYERS BEACH  
PERFORMANCE EVALUATION OF TOWN MANAGER

NAME: \_\_\_\_\_

EVALUATION PERIOD: \_\_\_\_\_

Rating Definitions:

- 1 – Infrequently Achieves Expected Results / Unsatisfactory Performance Expectations
- 2 – Sometimes Achieves Expected Results / Below Performance Expectations
- 3 – Frequently Achieves Expected Results / Meets Performance Expectations
- 4 – Regularly Achieves Expected Results / Above Performance Expectations
- 5 – Always Achieves Expected Results / Far Exceeds Performance Expectations

**Quality of Results:** The extent to which work meets standards of quality.

Rating:

Weight: 40%

**Quantity of Results:** The amount of work compared to job requirements.

Rating:

Weight: 30%

**Personal/Job Skills:** Demonstration of the knowledge and skill requirements of the job.

Characteristics to be considered include:

**Knowledge:** Understanding of municipal issues such as: water utility, storm water, community development, public works, code enforcement, parks and recreation, environment, emergency management and transportation.

**Leadership:** Work ethic; Serves as role model to staff; Ability to implement Town Council direction.

**Supervision:** Provides effective leadership and supervision to staff. Evaluates the performance of staff and assists them in improving their performance.

**Operations:** Operates effectively, efficiently and proactively; Accomplishes projects and programs in a timely, responsive and professional manner. Uses Project Management.

**Budget:** Presents a proposal for a balanced budget within established time frame. The budget is realistic and administered effectively and efficiently.

**Agenda:** Prepares an orderly, workable agenda. The agenda allows Council to focus on policy-making issues.

**Execution of Policy:** Understands and respects State, Federal, Local laws and policies. Continually reviews and makes changes as necessary.

Rating:

Weight: 15%



# Town Manager Performance Evaluation

#2

## INSTRUCTIONS

This evaluation form contains ten categories of evaluation criteria. Each category contains a statement to describe a behavior standard in that category. For each statement, use the following scale to indicate your rating of the city manager's performance.

- 5 = Excellent** (almost always exceeds the performance standard)
- 4 = Above average** (generally exceeds the performance standard)
- 3 = Average** (generally meets the performance standard)
- 2 = Below average** (usually does not meet the performance standard)
- 1 = Poor** (rarely meets the performance standard)

Any item left blank will be interpreted as a score of "3 = Average"

This evaluation form also contains a provision for entering narrative comments, including an opportunity to enter responses to specific questions and an opportunity to list any comments you believe appropriate and pertinent to the rating period. Please write legibly.

Leave all pages of this evaluation form attached. Initial each page. Sign and date the cover page. On the date space of the cover page, enter the date the evaluation form was submitted. All evaluations presented prior to the deadline identified on the cover page will be summarized into a performance evaluation to be presented by the governing body to the city manager as part of the agenda for the meeting indicated on the cover page.

## PERFORMANCE CATEGORY SCORING

### 1. INDIVIDUAL CHARACTERISTICS

- \_\_\_\_\_ Diligent and thorough in the discharge of duties, "self-starter"
- \_\_\_\_\_ Exercises good judgment
- \_\_\_\_\_ Displays enthusiasm, cooperation, and will to adapt
- \_\_\_\_\_ Mental and physical stamina appropriate for the position
- \_\_\_\_\_ Exhibits composure, appearance and attitude appropriate for executive position

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

**2. PROFESSIONAL SKILLS AND STATUS**

- \_\_\_\_\_ Maintains knowledge of current developments affecting the practice of local government management
- \_\_\_\_\_ Demonstrates a capacity for innovation and creativity
- \_\_\_\_\_ Anticipates and analyzes problems to develop effective approaches for solving them
- \_\_\_\_\_ Willing to try new ideas proposed by governing body members and/or staff
- \_\_\_\_\_ Sets a professional example by handling affairs of the public office in a fair and impartial manner

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

**3. RELATIONS WITH ELECTED MEMBERS OF THE GOVERNING BODY**

- \_\_\_\_\_ Carries out directives of the body as a whole as opposed to those of any one member or minority group
- \_\_\_\_\_ Sets meeting agendas that reflect the guidance of the governing body and avoids unnecessary involvement in administrative actions
- \_\_\_\_\_ Disseminates complete and accurate information equally to all members in a timely manner
- \_\_\_\_\_ Assists by facilitating decision making without usurping authority
- \_\_\_\_\_ Responds well to requests, advice, and constructive criticism

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

**4. POLICY EXECUTION**

- \_\_\_\_\_ Implements governing body actions in accordance with the intent of council
- \_\_\_\_\_ Supports the actions of the governing body after a decision has been reached, both inside and outside the organization
- \_\_\_\_\_ Understands, supports, and enforces local government's laws, policies, and ordinances
- \_\_\_\_\_ Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness
- \_\_\_\_\_ Offers workable alternatives to the governing body for changes in law or policy when an existing policy or ordinance is no longer practical

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

**5. REPORTING**

- \_\_\_\_\_ Provides regular information and reports to the governing body concerning matters of importance to the local government, using the city charter as guide
- \_\_\_\_\_ Responds in a timely manner to requests from the governing body for special reports
- \_\_\_\_\_ Takes the initiative to provide information, advice, and recommendations to the governing body on matters that are non-routine and not administrative in nature
- \_\_\_\_\_ Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience
- \_\_\_\_\_ Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

**6. CITIZEN RELATIONS**

- \_\_\_\_\_ Responsive to requests from citizens
- \_\_\_\_\_ Demonstrates a dedication to service to the community and its citizens
- \_\_\_\_\_ Maintains a nonpartisan approach in dealing with the news media
- \_\_\_\_\_ Meets with and listens to members of the community to discuss their concerns and strives to understand their interests
- \_\_\_\_\_ Gives an appropriate effort to maintain citizen satisfaction with city services

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

**7. STAFFING**

- \_\_\_\_\_ Recruits and retains competent personnel for staff positions
- \_\_\_\_\_ Applies an appropriate level of supervision to improve any areas of substandard performance
- \_\_\_\_\_ Stays accurately informed and appropriately concerned about employee relations
- \_\_\_\_\_ Professionally manages the compensation and benefits plan
- \_\_\_\_\_ Promotes training and development opportunities for employees at all levels of the organization

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

**8. SUPERVISION**

- \_\_\_\_\_ Encourages heads of departments to make decisions within their jurisdictions with minimal city manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff
- \_\_\_\_\_ Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level
- \_\_\_\_\_ Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the city manager's office
- \_\_\_\_\_ Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback
- \_\_\_\_\_ Encourages teamwork, innovation, and effective problem-solving among the staff members

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

**9. FISCAL MANAGEMENT**

- \_\_\_\_\_ Prepares a balanced budget to provide services at a level directed by council
- \_\_\_\_\_ Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- \_\_\_\_\_ Prepares a budget and budgetary recommendations in an intelligent and accessible format
- \_\_\_\_\_ Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability
- \_\_\_\_\_ Appropriately monitors and manages fiscal activities of the organization

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

**10. COMMUNITY**

- \_\_\_\_\_ Shares responsibility for addressing the difficult issues facing the city
- \_\_\_\_\_ Avoids unnecessary controversy
- \_\_\_\_\_ Cooperates with neighboring communities and the county
- \_\_\_\_\_ Helps the council address future needs and develop adequate plans to address long term trends
- \_\_\_\_\_ Cooperates with other regional, state and federal government agencies

Add the values from above and enter the subtotal \_\_\_\_\_ ÷ 5 = \_\_\_\_\_ score for this category

**NARRATIVE EVALUATION**

What would you identify as the manager's strength(s), expressed in terms of the principle results achieved during the rating period? \_\_\_\_\_

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What performance area(s) would you identify as most critical for improvement? \_\_\_\_\_

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Town Council meeting minutes  
April 4th, 2011

Page 7 only

**MOTION:** Councilmember Mandel made a motion to set a public hearing for April 18, at 6:30 p.m. based on what was read with a second by Councilmember Kosinski.

**VOTE:** Motion passed 4 to 0 Councilmember List absent.

E. Approval of Extension of Contract with Central Parking Systems  
Town Manager Stewart reviewed this was the 2<sup>nd</sup> extension (of a possible 3 of the original 3 year contract) with Central Parking Systems. There was no increase in cost from the provider.

**Public Comment Opened**

**No Public Comment**

**Public Comment Closed**

**MOTION:** Councilmember Kosinski made a motion to approve the service provider extension at the original contract price with a second by Councilmember Mandel.

**VOTE:** Motion passed 4 to 0 Councilmember List absent.

F. Discussion on Procedures for Town Manager Evaluation

**Public Comment Opened**

**No Public Comment**

**Public Comment Closed**

Town Manager Stewart indicated the his agreement did call for a Town Manager's performance no later than June 30<sup>th</sup> of each year, also noting in Council's packet there was a copy of a performance evaluation sheet Council could use.

Councilmember Kosinski questioned the need for a work session since there was already a form available. Vice Mayor Raymond indicated he liked the way it was handled previously with each Councilmember filling out the form in private and handing them in. It was however decided to schedule a discussion for a work session on agenda management.

**XII. PUBLIC COMMENT**

**Public Comment Opened**

**No Public Comment**

**Public Comment Closed**

**XIII. TOWN MANAGER'S ITEMS**

A. Evaluation and Appraisal Report

Town Manager Stewart stated that the State of Florida had a Comprehensive Land Use Legislation that defined how local communities are to accomplish their community planning for zoning and land use and as a part of that the town is