



# Staff Report

**Agenda Item:** TOWN MANAGER 2008 EVALUATION REVIEW PROCESS – Discussion of the review of the process for the 2008 Town Manager Evaluation.

**Staff Contact:** Gayle Mabery, Town Manager

**Meeting Date:** October 28, 2008

**Background:** Mayor Von Gausig recently asked Town Manager Mabery to begin the process of scheduling the Manager's Annual Evaluation. The Office of the Town Manager is a contracted employee who is appointed by the Council and holds office at the pleasure of the Council. The Town Manager's Qualifications, Powers and Duties are set forth in Town Code Section 3-2-1.

The Town Manager's Evaluation by Council is typically conducted in Executive Session, although the Town Manager may request that the evaluation be conducted in open meeting per state statutes.

Although there has never been a set schedule for the Town Manager's evaluations, it is ideal if the Council can conduct an evaluation annually, and the Town Manager's contract anticipates such a schedule. The Town Manager's last formal evaluation was conducted in November, 2007.

Forms that are used as part of the Town Manager's evaluation are attached to the staff report and include:

- Performance Evaluation Procedure
- Manager's Self-Evaluation Form (blank)
- Performance Evaluation Form (for use by Mayor and Council Members)
- Copy of Town Manager Mabery's 2007 Evaluation from the Town Council
- Copy of Town Manager Mabery's current Employment Contract

Since it is typically useful to try to tie the goals set during Strategic Planning to the Manager's evaluation, for the past several evaluations, Clarkdale has tried to schedule an evaluation either right before or right after our annual Strategic Planning Session. We anticipate a Strategic Planning Session with the Council in January, 2009.

As called out in the Evaluation Procedure, we should schedule a preliminary meeting with the entire Council to review the evaluation procedure (which is the October 28<sup>th</sup> Council meeting), evaluate the criteria and set timetables for completion of the evaluation process.

Town Manager Mabery's suggestion for a timeline is as follows:

October 28, 2008	Preliminary Meeting with Council to review the evaluation procedures, evaluate the criteria and set timetables for completion of the process.
November 25, 2008	Manager's Self-Evaluation due to Council
December 9, 2008	Evaluation with Council in Executive Session

**Recommendation:** Staff recommends that the Council direct the Town Manager to proceed with the evaluation schedule as outlined in the staff report.

**Town Manager  
Performance Evaluation Procedure  
Town of Clarkdale**

**Performance Evaluation:** - A structured, formal interaction between the Manager and the Elected Officials for the purpose of reviewing the Manager's performance, strengths and weaknesses, and for the development of future goals and objectives.

**Purposes of Evaluation:**

Clarify the role and responsibilities of the Town Manager.

Strengthen the relationship between the Council and the Town Manager.

Give the Manager feedback on their performance and identify areas where improvements are needed.

Establish performance objectives for the Manager, which likely are tied to goals set at annual Strategic Planning Session.

Provide a basis for compensation decisions.

Recognize and reward good performance.

**Frequency:** In keeping with the purposes for the evaluation, the Council should evaluate the Manager at least annually. The schedule for the evaluation will be established jointly by the Council and the Manager.

**Who Is Involved:** All members of the Council and the Town Manager should participate in the evaluation process.

**Evaluation Procedure:** The evaluation procedure will include the following steps:

1. A preliminary meeting will be held annually including the Council and the Town Manager, to review evaluation procedures, evaluation criteria and set timetables for completion of the evaluation process.
2. Following the preliminary meeting, the Manager shall complete a self-assessment and distribute it to the Council no later than two weeks prior to the scheduled evaluation.
3. The Council shall complete the Town Manager Evaluation Form in advance of the scheduled evaluation.
4. The evaluation session will be conducted, and will include all Council Members and the Town Manager. Based on the results of the evaluation, a report will be compiled that includes: 1) the Manager's self-evaluation (completed by the Manager); 2) a copy of each Council Member's evaluation of the Manager (completed individually by each Council Member); 3) a list of goals for the upcoming year that the Council collectively agrees are the top priorities for the Manager to focus on (completed by the Manager and affirmed by the Council as a result of the evaluation process); and 4) the Council's collective identification of improvements the Manager needs to make in the upcoming year (completed by the Mayor as a result of the evaluation process). The written report will be included in the Manager's personnel file.

**Town of Clarkdale**  
**Town Manager**  
**Self-Evaluation Form**

*This form should be completed and provided to the Town Council two weeks before their evaluations of the Manager are due. Additional pages may be added as needed. Your comments on these self-evaluation questions will be attached to the performance evaluation.*

1. Please list the goals that were set by the Council during your last evaluation, and progress that has been made on these goals since your last evaluation.
  
2. What other job related accomplishments have you had that were not part of the goals set at your last evaluation
  
3. What training and development actions did you take during the past year?
  
4. What obstacles or setbacks did you encounter during the year?
  
5. What do you see as your major goals for this next evaluation period?
  
6. What can the Council do to help you accomplish these goals?
  
7. What suggestions do you have for improving the effectiveness between you and the Council?
  
8. Do you have any specific training needs which the Council can facilitate, and how will these needs help you in meeting your goals?
  
9. Are there any other issues or comments you wish to share?

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Town Manager's Signature

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Date

Town of Clarkdale

Town Manager Performance Evaluation Form

(This form should be completed in its entirety prior to the scheduled Performance Evaluation. If additional pages are needed for comments, please attach them.)

**SECTION 1**

Ratings: 1=Exceeds Expectations, 3=Meets Expectations, 5=Below Expectations, N/O=Not Observed

Evaluation Categories	1	2	3	4	5	N/O
<b><u>Communication with Council</u></b> – Maintains effective written and verbal communication with Council. Maintains availability to Council. Establishes and maintains a system of reporting current plans and activities of the staff to Council. Ensures that staff reports are useful, timely, provide alternatives, and, where applicable, recommend actions.						
<b><u>Policy Implementation and Development of Goals</u></b> – Plans, organizes and executes approved Council policies and assists the Council in the development of annual and long-range goals.						
<b><u>Staff Relations and Development</u></b> – Sufficient training and development are provided for the personal/professional development of the staff. Keeps employees informed appropriately of Town affairs and policies which may affect them. Inspires and motivates the staff, through confidence, competence and enthusiasm, to achieve their best and fulfill the objectives of their department and the Town.						
<b><u>Financial Planning and Administration</u></b> – Demonstrates budget skills and experience and proposes a balanced, understandable and well-documented budget. Controls expenses within the levels set by the budget.						
<b><u>Delivery of Town Services</u></b> – Ensures that Town services are delivered effectively and efficiently, as authorized and budgeted by the Town Council.						
<b><u>Community Relations</u></b> – Demonstrates effective communication with citizens and shows an honest interest in the community. Effectively deals with the news media and avoids politics and partisanship. Properly conveys the policies and programs of the Town to the press and to the citizens.						
<b><u>Intergovernmental Relations</u></b> - Deals effectively with other units of government at the local, regional, state and federal level. Develops relationships that are beneficial to the Town. Is able to facilitate cooperative efforts among various local agencies and the Town.						
<b><u>Personal/Professional Development</u></b> – Keeps informed and abreast of the latest information and technology available in his/her profession and in municipal affairs, generally.						
<b><u>Integrity</u></b> – Fulfills responsibilities and duties in accordance with the ICMA and ACMA Code of Ethics.						
<b><u>Overall Performance Rating</u></b>						

**SECTION 2: Accomplishments**

Has the Town Manager accomplished, or satisfactorily worked toward accomplishing, the goals established by the Council? Why or why not?

**SECTION 3: Strengths**

Based upon your overall evaluation of the Town Manager, what areas would you list as his/her strong points as a Manager?

**SECTION 4: Suggested Improvements**

Based upon your evaluation, what areas would suggest the Town Manager work on to improve his/her skills and to be more effective in specific areas or situations?

**SECTION 5: Goals**

What are the major goals on which the Manager needs to focus in the coming year?

**SECTION 6: Council/Manager Relations**

Do you have any suggestions for improving the effectiveness between the Council and the Town Manager?

Are there any other issues or comments you wish to share?

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

## RESTATED EMPLOYMENT AGREEMENT

THIS AGREEMENT, made this 27<sup>th</sup> day of November, 2007, by and between the Common Council of the Town of Clarkdale, Arizona, hereinafter called "The Council"; and Gayle Mabery, hereinafter called "Mabery", witnesseth:

WHEREAS, the Council and Mabery have previously executed an Employment Agreement on March 24, 1998, which has been amended on previous occasions; and,

WHEREAS, this Restated Employment Agreement supersedes and replaces in its entirety the original Employment Agreement and its amendments; and,

WHEREAS, the Council desires to continue to employ Mabery as Town Manager of Clarkdale, Arizona and provide for conditions of Mabery's employment; and,

WHEREAS, Mabery desires to continue to be employed as Town Manager of Clarkdale, Arizona, under the terms and conditions outlined herein,

NOW, THEREFORE, in consideration of the mutual covenants, promises and payments hereinafter set forth, it is agreed between the parties as follows:

1. The Council hereby appoints Mabery as Town Manager to perform the functions and duties specified in Section 3-2-1 of the Code of the Town of Clarkdale, Arizona, and such other reasonable functions and duties as the Council may direct.
2. Mabery hereby agrees to perform said duties to the best of her ability.
3. Pursuant to A.R.S. 9-303, the Town Manager shall serve at the pleasure of the Council and may be removed without cause by a majority vote thereof. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of Mabery at any time, subject only to the provisions set forth in section seven (7) of this agreement.
4. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of Mabery to resign at any time from her position with the Council, subject only to the provisions set forth in section eight (8) of this agreement.
5. Mabery agrees to remain in the exclusive employ of the Council until March 30, 2009 and neither to accept other employment nor to become employed by any other employer until said termination date, unless said termination date is affected as hereinafter provided. The term "employed" shall not be construed to include occasional teaching, writing, consulting and related activities performed outside Mabery's normal work hours.
6. In the event written notice is not given by either party to this agreement to the other 60 days prior to the termination date as hereinabove provided, this agreement shall be extended on the same terms and conditions herein provided, all for an additional period of two years, provided that Mabery shall first advise the Council in writing of the

termination date of this agreement, at least 120 days prior to said termination date. Said agreement shall continue thereafter for two-year periods unless either party hereto gives 60 days written notice to the other party that the party does not wish to extend this agreement for an additional two-year term.

7. In the event of the termination of Mabery by the Council before the expiration of the term of this agreement or any extension thereof, the Council shall pay to Mabery, in addition to regular pay, any expenses owing to Mabery as of the date of termination, a lump sum cash payment equal to 60 days aggregate salary to include: a) the monthly amount paid for group health insurance, life insurance, dental and vision insurance, if any; b) the monthly amount of deferred compensation plan contributions, if any; c) the monthly amount of Arizona State Retirement System contributions, d) payment for any accrued paid time off (P.T.O.) and illness bank (I.B.) in accordance with the Personnel Policy and Procedures of the Town. In exchange for payment, the Town Manager shall make herself available as needed by the Town for consulting purposes for 60 days after the last day of employment. Termination as used herein shall mean her discharge or dismissal by the Council or her resignation following a written request by a majority that she resign. Payment of termination pay as described herein will be full and final settlement for any and all monies owed to Mabery by the Town. In the event Mabery shall be discharged for criminal acts or a violation of the stipulations of this agreement, she shall not be entitled to any 60 day lump sum cash payment.
8. In the event Mabery voluntarily resigns her position with the Town before expiration of the aforesaid term of her employment, Mabery shall give the Council sixty (60) days notice in advance, unless the parties otherwise agree.
9. Mabery's compensation for her services rendered pursuant hereto shall be an annual base salary of \$82,000 payable bi-weekly. In addition, effective February 3, 2004, each year the Town shall pay Mabery an amount equal to  $\frac{2}{3}$  (\$4,763.89) of the cost to purchase back one year of service through an Arizona State Retirement System (ASRS) Service Purchase Agreement. The payments will be made on a bi-weekly basis, provided that Mabery contributes an amount equal to  $\frac{1}{3}$  (\$2,381.95) of the cost to purchase back that year of service. Mabery agrees that the combined total of \$7,145.84 will be remitted by Mabery to the ASRS to satisfy the terms of said Service Purchase Agreement.

In addition to the Town's payment to the state retirement system referenced above, Town agrees to match Mabery's contributions to the ICMA Retirement Corporation [ICMA-RC] or other Section 457 deferred compensation plan, up to a maximum of 5% of Mabery's annual base salary, for Mabery's participation in said supplementary retirement plan. Such contributions will be made in equal proportionate amounts each pay period, and shall be made directly to said deferred compensation plan.

10. The Council agrees to increase said annual base salary at the same rate and effective date as any cost-of-living increase provided for Town employees generally during the term of this agreement. In addition, the Council agrees to increase said base salary and/or other

benefits of Mabery in such amounts and to such extent as the Council may determine appropriate.

11. The Council shall review and evaluate the performance of Mabery at least once annually in advance of the adoption of the annual operating budget. Further, the Mayor shall provide Mabery with a statement of the findings of the Council and provide an adequate opportunity for Mabery to discuss her evaluation with the Council.
12. The Council agrees to provide Mabery reasonable access to a Town owned vehicle to provide transportation necessary for the performance of Town business. If a Town vehicle is not available to Mabery, the Town will pay mileage in accordance with the Town's policy for other employees.
13. The Council recognizes the desirability of allowing Mabery to transact Town business from her residence and other off-site locations when necessary. In support of that desire, the council agrees to provide Mabery with a computer with high speed internet capability to be located at her residence. Said computer will be the property of the Town of Clarkdale and will remain so at the termination of this agreement, and the high speed internet connection will be established through the Town's State Contract for such services.
14. The Council agrees to budget and to pay for the professional dues and subscriptions of Mabery as the Council deems necessary or desirable for her continuation and participation in national, regional, state and local associations and organizations necessary for her continued professional participation, growth and advancement, and for the good of the Town.
15. The Council agrees to budget and to pay for the travel and subsistence expenses for Mabery for short courses, institutes, seminars, conferences, professional and official travel, meetings, and occasions to adequately continue the professional development of Mabery and to pursue necessary official functions for the Town, including but not limited to, the ICMA Annual Conference, the ACMA Summer and Winter Conferences, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member and that are necessary for her professional development and for the good of the Town.
16. The Council recognizes the desirability of representation in and before local civic and other organizations, and Mabery is authorized to become a member of a civic organization, for which the Town shall pay all expenses.
17. Mabery shall be entitled to all other employment benefits provided for employees of the Town which are not specifically mentioned herein, including, but not limited to Paid Time Off (P.T.O.), Illness Bank (I.B.) health insurance benefits, and retirement benefits.
18. Pursuant to Ordinance 202 of the Town of Clarkdale, Arizona, the Council determines that it is in the best interest of the Town of Clarkdale that residency within the

incorporated limits of the Town of Clarkdale is not required in order for Mabery to perform her duties to the Town of Clarkdale as Town Manager, the loyalty and commitment of Mabery to the Town of Clarkdale having been noted.

19. The Town shall defend, save harmless and indemnify Mabery against any tort, professional liability claim or demand or other legal action, whether meritorious or not, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of Mabery's duties as Town Manager. The Town shall defend, compromise and settle any such claim or suit and pay the amount of any settlement or judgment.

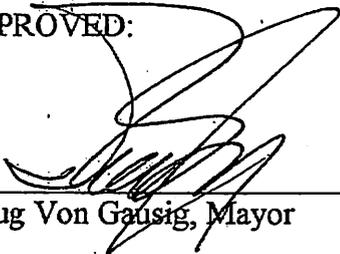
It is understood and agreed that the obligation of the Town to save Mabery harmless and to indemnify her does not extend to acts of Mabery which constitute gross and wanton negligence, are criminal in nature or were not related to the performance of Mabery's duties.

The Town shall also bear the full cost of any fidelity or other bonds required of Mabery under any federal, state or local law or ordinance.

20. The text herein shall constitute the entire agreement between the parties. This agreement shall be binding on the parties.

IN WITNESS WHEREOF, the Town of Clarkdale, Arizona, has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its Town Clerk, and Mabery has signed and executed this agreement, both in duplicate, the day and year first above written.

APPROVED:



Doug Von Gausig, Mayor

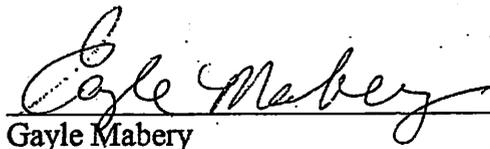
APPROVED AS TO FORM:

Robert S. Pecharich  
Boyle, Pecharich, Cline, Whittington & Stallings  
Town Attorney

ATTEST:

Kathy Bainbridge, Town Clerk

ACCEPTED:



Gayle Mabery

## **Town Manger Review**

January 28, 2008

On November 13, 2007 the Clarkdale Town Council conducted an evaluation of Town Manager Gayle Mabery. Each councilor completed a Performance Evaluation Form and each of them discussed his or her conclusions. The form called for rankings from 1 ("Exceeds Expectations") to 5 ("Below Expectations") in each of 9 categories. There was also a tenth category indicating the "Overall Performance Rating."

The average performance rating overall was 1.5, indicating an overall judgment that Gayle met or exceeded the Council's expectations. Some councilors gave her a "1.0" while others were more reserved, but all were quite positive overall. She consistently scored very high marks for institutional knowledge, training, management and preparedness of her staff, and community relations. Areas that some felt needed improvement were in Town Council preparation, especially when large or unusual expenditures were involved. There was also a general feeling among the councilors that while her "extracurricular" endeavors are a very positive thing for the community, she may need to pay more attention to scheduling to see that long stretches of time are not spent away from her office.

Overall the Clarkdale Town Council was very positive about Gayle's performance and the predominant feeling was that we are fortunate to have someone as dedicated, knowledgeable and skilled as she is managing our town. Every councilor expressed the realization that having a Town Manager with her continuity of tenure was a tremendous benefit to Clarkdale. Each also mentioned that her skills at preparing, conducting and implementing such vital functions as strategic planning are unmatched. We all felt that Gayle is an innovative, efficient and highly competent manager.

The Council also expressed the realization that the next year would bring economic challenges for our town, and they are confident that Gayle has the skills, experience and ingenuity to guide the town through a downturn with minimal negative impact.

Finally, the Clarkdale Town Council is exceedingly pleased with Gayle Mabery and her professional conduct, and we look forward to many more years of her management for our community.

Sincerely,

Doug Von Gausig  
Mayor