

CITY MANAGER EVALUATION COMMITTEE MEETING
Office of the Mayor in Municipal Building

September 12, 2014
11:00 a.m.

Agenda

Mayor Pro Tem D. Jane Miller, Chair

- I. CALL MEETING TO ORDER
- II. REVIEW OF RELATED MATERIALS
 - a. FY 2013 City Manager Evaluation Forms
 - b. Original Employment Agreement, 2010
 - c. Most Recent Amendment to the City Manager Employment Agreement, 2013
- III. DISCUSSION AND DETERMINATION OF FY 2014 EVALUATION PROCESS AND SCHEDULE
- IV. ADJOURNMENT

FY2013 City Manager Evaluation Forms

Please complete all the field presented below. If an "NI=Needs Improvement" response is provided then a general comment must be provided so as to provide feedback to the City Manager.

I. Leadership

Rate the ability of the City Manager to inspire, encourage and facilitate the activities of subordinates and peers to achieve City goals. Consider the degree of ingenuity demonstrated in seeking proactive solutions and assuming responsibility for outcomes as well as creativity, resourcefulness, and communicating in a manner that inspires confidence or builds support.

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Takes a proactive approach to issues				

General Comments:

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Offers new motivation, ideas, processes and procedures to council, staff and the public				

General Comments

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Provides mentoring and coaching to key staff				

General Comments:

	NI=Needs Improvement	FME=Fully Meets Expectations	EE=Exceeds Expectations	NA=No observation or too early to tell
Understands his staff's strengths and shapes programs around those				

General Comments:

II. FISCAL MANAGEMENT AND BUDGETING

Rate the City Manager's ability to prepare an operating and a capital budget, be responsible for (or delegate) purchasing, ensure the collection of revenues, administer the financial affairs of the City, and prepare reports to Council to keep members abreast of the City's financial condition, per the City's Charter.

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Ensures purchasing policies are followed and informs council when revisions are needed				

General Comments:

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Prepares realistic and understandable budget documents				

General Comments:

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Operates the City's finances in compliance with generally accepted accounting principles.				

General Comments:

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Maximizes all efforts to collect taxes and other revenues and seeks new revenue sources				

General Comments:

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Manages the budget within the confines of what the council adopted				

General Comments:

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Makes the best use of available funds, conscious of the need to operate the city efficiently and effectively				

General Comments:

III. SERVICE DELIVERY AND ADMINISTRATION

Rate the ability of the City Manager to supervise the administrative affairs of the City to include staffing, the management of the departments, and the provision of City services. Basically, the ability to run the City.

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Ensures the public receives city services efficiently and effectively				

General Comments:

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Enforces laws and policies adopted by the council and the state				

General Comments:

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Manages resources appropriately to assist staff in performing their duties.				

General Comments:

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Responds appropriately to citizen and employee suggestions and/or concerns				

General Comments:

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Responsive in completion of duties.				

IV. CITIZEN AND COMMUNITY RELATIONS

Rate the effectiveness of the City Manager in dealing with the citizens, the public, intergovernmental agencies, businesses and non-profits. Is fair, responsive, professional, polite, open, skillful with the media, cooperative, and listens.

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Gives attention to concerns and opinions of community groups and individuals				

General Comments:

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Uses sensitivity, diplomacy, and empathy when dealing with the public				

General Comments:

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Interacts effectively with federal, state, and other local government representatives to achieve potential benefit for the City				

General Comments:

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Demonstrates openness, receptiveness, and approachability in both formal and informal situations				

General Comments:

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Deals effectively with the media				

General Comments:

V. PERSONAL AND PROFESSIONAL QUALITIES

Evaluate the character of the City Manager in dealing with employees, the Council, and the public. Also evaluate his dedication to professional development, time management, problem solving, and decision making skills in relation to the [ICMA Code of Ethics](#).

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Projects a positive personal and professional image				

General Comments:

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Has complete professional integrity and adheres by the ICMA Code of Ethics				

General Comments:

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Demonstrates continuous professional development				

General Comments:

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Works toward gaining and maintaining the respect and support of staff				

General Comments:

VI. CITY COUNCIL RELATIONS

Rate the effectiveness of the City Manager in dealing with Council Members including prompt, thorough and complete information provided equally to all Council Members; the lack of surprises on behalf of Council Members; availability; tact; responsiveness; and how well he successfully interprets the direction and intent of council.

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Progress toward accomplishing established goals set by the City Manager and the City Council				

General Comments:

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Assists by facilitating decision making without overstepping authority				

General Comments

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Disseminates complete and accurate information equally to all members in a timely manner				

General Comments

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Appropriately responds to requests, advice, and constructive criticism				

General Comments:

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Presents multiple options for council to consider				

General Comments

	NI = Needs Improvement	FME = Fully Meets Expectations	EE = Exceeds Expectations	NA = No observation or too early to tell
Keeps the council informed of administrative developments				

General Comments:

VII. ADDITIONAL NARRATIVE – LOOKING AHEAD

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

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

What constructive suggestions or assistance can you offer the City Manager to enhance performance?

What other comments do you have for the City Manager, e.g. priorities, expectations, goals, or objectives for the new rating period?

Please provide recommendations and comments on a possible change in compensation (currently \$136,656.00) and a contract extension beyond the current expiration date of August 8, 2016.

Please enter your name:

Please provide your e-mail address *only* if you wish to receive a copy of the completed form *and* if completed this form through the link provided in the e-mail sent by the City Clerk. If you filled out the attached PDF form that was sent by e-mail then you can simply save the form on your computer.

EMPLOYMENT AGREEMENT
Mark S. Watson, City Manager

This is an agreement entered into this 15th day of July, 2010 between the City of Oak Ridge (the City) by the City Council and Mark S. Watson (City Manager) to provide for the employment of Mark S. Watson as City Manager of the City of Oak Ridge and to set forth the terms and conditions of his employment and the mutual obligations, rights and duties of each party.

Now, therefore, in consideration of the mutual promises as set forth in this agreement, the City of Oak Ridge and Mark S. Watson agree as follows:

Section 1. Duties

City Council agrees to employ Mark S. Watson as City Manager of the City of Oak Ridge to perform the functions and duties as specified in the City Charter and the City Code, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

Section 2. Term

A. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of the City Manager at any time, subject only to the provisions set forth in Section 5, Paragraphs A and B, of this agreement.

B. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the City Manager to resign at any time.

C. Except as otherwise herein stated, this agreement shall become effective as of August 9, 2010 and shall continue in effect until August 8, 2013, except as provided in Section 2, Paragraph D.

D. In order to extend the term of this agreement, City Council shall take action by February 1, 2013. However, upon the request of the City Manager during this same period, City Council shall make a decision as to whether it desires to extend said agreement.

Section 3. Performance Evaluation

A. No later than the last business day of June of each year, City Council and the City Manager shall establish performance criteria and goals and objectives which shall provide the basis for the evaluation of the City Manager for the following fiscal year. The performance criteria and the goals and objectives will be those that are necessary for the proper operation of the City and the attainment of City Council's policy objectives. The performance criteria and the goals and objectives shall be assigned a relative priority, and shall generally be attainable within the time limitations established and within the annual operating and capital budgets and the appropriations provided.

B. The first formal evaluation of the City Manager's performance shall be completed by July 31, 2011. Thereafter, evaluations shall be conducted on an annual basis by July 31 of each year for the previous fiscal year.

Section 4. Code of Ethics

Inasmuch as the City Manager is an active member of ICMA, the "Code of Ethics" promulgated by ICMA is incorporated herein and attached hereto, and by this reference made a part hereof. Said Code of Ethics shall furnish principles to govern the City Manager's conduct and actions as the City Manager of the City.

Section 5. Termination and Severance Pay

A. In the event the City Manager is terminated by the Council at its will and pleasure, during such time that the City Manager is willing and able to perform his duties under this agreement, then in that event the City agrees to pay the City Manager a lump sum cash payment equal to six (6) months' aggregate salary plus one (1) additional month's aggregate salary for each year of service for the first six years, not to exceed a total of 12 months, plus any accrued general leave and benefits less applicable deductions as required by agreement, law, ordinance or policy for other employees and/or the City Manager's matching portion of benefits provided for and during said severance period. At City Council's option, the actual resignation date may be extended through earned and accrued leave balances due the City Manager then in effect. Provided, however, that in the event the City Manager is terminated "for just cause," then in such event, the City shall have no obligation to pay the aggregate severance sum designated in this paragraph. "Just cause" is defined and limited for the purposes of this Agreement to the following reasons: (1) willful neglect of duty; (2) felony or misdemeanor conviction of any crime involving moral turpitude; (3) violation of duties by the City Manager of honesty and sobriety; (4) any other act of a similar nature of the same or greater seriousness.

B. In the event the City at any time reduces the salary or other financial benefits of the City Manager in a greater percentage than an applicable across-the-board reduction for all City employees, then the City Manager may at his option be deemed to be "terminated" at the date of such reduction within the meaning and context of the herein severance pay provision.

Section 6. Disability

If the City Manager becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued leave, the City shall have the option to terminate this agreement, subject to the severance pay requirements of Section 5, Paragraphs A and B.

Section 7. Salary

A. City agrees to pay the City Manager for his services rendered pursuant hereto an annual base salary of \$131,996.80, payable in installments at the same time as other City employees are paid.

B. In addition, City agrees to increase said base salary and/or other benefits of the City Manager in such amounts and to such an extent as the City Council may determine desirable on the basis of the performance evaluation developed as required by Section 3 of this agreement. Nothing in this paragraph shall require the City to increase the base salary or other benefits of the City Manager.

Section 8. Hours of Work

The City of Oak Ridge requires the full-time service of its City Manager and, therefore, in the event the City Manager is not available for his duties, he shall designate a City employee as his representative to be responsible in his place, and so inform members of City Council when appropriate.

Section 9. Automobile and Communications Equipment

A. The City Manager requires that he shall have for business and personal use during his employment with the City an automobile provided to him by the City. City shall be responsible for paying liability, property damage, and comprehensive insurance and for the purchase, operation, maintenance, repair, and regular replacement of said automobile.

B. The City agrees to provide a mobile or portable radio compatible with the City's radio system for the City Manager's exclusive use.

C. The City agrees to provide a cellular or digital telephone for the exclusive business and personal use of the City Manager.

Section 10. Dues and Subscriptions

The City agrees to budget and to pay the professional dues and subscriptions of the City Manager for his continuation and full participation in national, regional, state, and local associations, organizations, and service clubs as necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the City.

Section 11. Professional Development

A. The City agrees to budget and to pay the travel and subsistence expenses of the City Manager for professional and official travel, meetings, and occasions adequate to continue the professional development of the City Manager and to adequately pursue necessary official and other functions for the City, including but not limited to the Annual Conference of the International City Management Association, the Tennessee Municipal League, and such other national, regional, state, and local governmental groups and committees thereof which the City Manager serves as a member.

B. The City also agrees to budget and to pay for the travel and subsistence expenses of the City Manager for short courses, institutes, and seminars that are necessary for his professional development and for the good of the City.

Section 12. Retirement

A. The City Manager shall be immediately covered by the Tennessee Consolidated Retirement System in the same manner as is provided all other general employees of the City.

B. The City may contribute to the City Manager's Deferred Compensation Plan with the International City Management Association Retirement Corporation, on behalf of the City Manager, a sum equal to the annual contribution to such plan by the City Manager. Such annual contribution by the City shall not exceed three (3) percent of the City Manager's annual salary.

Section 13. Community Involvement

The City recognizes the desirability of representation in and before local civic and other organizations, and the City Manager is encouraged to participate in these organizations in order to maintain a continuing awareness of our community attitudes and ideas.

Section 14. Leave

The City Manager shall be credited 120 hours of general leave and 140 hours of emergency leave upon the effective date of his employment with the City and shall thereafter accrue leave in the same manner as other City employees and as specified in Article 11 of the City of Oak Ridge Personnel Plan.

Section 15. Medical, Dental, Disability, Long-Term Care, and Life Insurance Benefits

The City agrees to provide medical, dental, disability, long-term care and life insurance benefits to the City Manager, and to pay the premiums thereon equal to that which is provided all other general employees of the City.

Section 16. Liability Protection

The City shall provide the same liability protection for the City Manager as provided for all general employees of the City, as specified in Section 13.4 of the Personnel Ordinance.

Section 17. Bonding

The City agrees to bear the full cost of any fidelity or other bonds required of the City Manager under any law, ordinance or regulation.

Section 18. Residence

The City requires and the City Manager agrees to maintain his principal residence inside the corporate limits of the City during the term of this agreement including any renewals and extensions.

Section 19. Moving and Relocation Expenses

A. The City agrees to pay for the expenses of moving the City Manager, his family and personal property from Yuma, Arizona, to the City of Oak Ridge, with said moving expenses to include packing, moving, storage costs, unpacking, and insurance charges. The City Manager agrees to secure at least three bids from reputable moving companies for such services, and shall use the lowest responsible bidder.

B. The City shall assume the reasonable costs for one visit to Oak Ridge by the City Manager and his wife which shall be for the purpose of locating a principal residence within the City limits.

C. The City shall pay for up to one month's temporary housing costs if necessary.

Section 20. General Provisions

A. The text herein shall constitute the entire agreement between the parties.

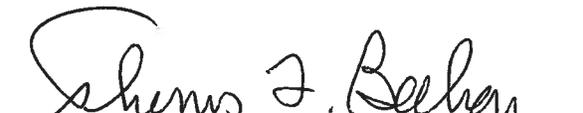
B. If any provisions contained in this agreement, or portion thereof, are held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

APPROVED AS TO FORM AND LEGALITY:

CITY OF OAK RIDGE, TENNESSEE



City Attorney

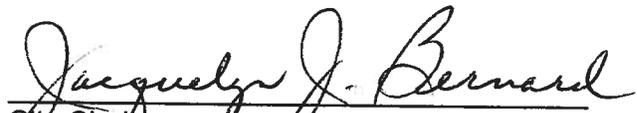


Mayor



City Manager

ATTEST:



City Clerk

AMENDMENT NO. 3
(Employment Agreement – Mark S. Watson, City Manager)

This Amendment No. 1 entered into this the 11th day of November, 2013, amends the Employment Agreement dated July 15, 2010, as amended, between the City of Oak Ridge, Tennessee, hereinafter referred to as the "City," and Mark S. Watson, hereinafter referred to as the "City Manager."

NOW, THEREFORE, the parties hereto agree as follows:

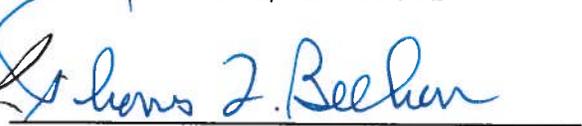
1. Section 7, Salary, Subsection A, of the Employment Agreement is hereby amended by increasing the City Manager's base salary to \$150,321.60 effective August 8, 2013, which is the equivalent of a ten percent (10%) salary increase.
2. All other terms, conditions and provisions of the Employment Agreement, dated July 15 2010, as amended, not in conflict with this Amendment No. 3 shall remain in full force and effect.

APPROVED AS TO FORM AND LEGALITY:

CITY OF OAK RIDGE, TENNESSEE



Kenneth R. Krushenski, City Attorney



Thomas L. Beehan, Mayor

MARK S. WATSON



Signature

Approved by Resolution 11-103-2013