City of Benson
City Council Communication

Regular Meeting **January 8, 2018**

To: Mayor and Council Agenda Item # 3

From: William D. Stephens, City Manager

Subject:

Discussion and possible action to approve a process for the Mayor and Council to evaluate and/or provide regular feedback to City Manager Stephens

Discussion:

This matter comes before the Mayor and Council following discussions on this subject at the last retreat. In hopes of bringing this issue to a conclusion, Councilman Garner, after discussions with City Attorney Cohen, is proposing the following:

First, that the City Clerk schedule A.R.S. section 38-431.03(A)(1) executive sessions regarding City Manager Stephens for the first meeting of every subsequent July, October, and January of his tenure. Second, that the City Clerk schedule an agenda item for the first meeting of every subsequent April of City Manager Stephens' tenure, to discuss the Mayor and Council's annual written evaluations of City Manager Stephens, copies of which should be provided to City Manager Stephens beforehand utilizing the two page City Manager Evaluation form in tonight's packet. Councilman Garner understands that adjustments to this process can subsequently be proposed and adopted by the Mayor and Council should it ever be determined that such would enhance the process.

Staff Recommendation:

If this is acceptable to the Mayor and Council, the recommended Motion is as follows:

Regarding evaluations of the current City Manager, I move as follows. First, that the City Clerk schedule A.R.S. section 38-431.03(A)(1) executive sessions regarding City Manager Stephens for the first meeting of every subsequent July, October, and January of his tenure. Second, that the City Clerk schedule an agenda item for the first meeting of every subsequent April of City Manager Stephens' tenure, to discuss the Mayor and Council's annual written evaluations of City Manager Stephens, copies of which should be provided to City Manager Stephens beforehand utilizing the two page City Manager Evaluation form in tonight's packet.

City Manager Evaluation

Please rate the city manager using the following scale:

Rating	Description
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:

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:

Execution of Policy		
Does he understand the laws and ordinances of the city and cause them to be fairly enforced?	Rating	Comments:

Community Relations		
Does the city manager work well with citizens and properly handle their complaints?	Rating	Comments:

Administrative Duties		
Does the city manager properly handle his administrative duties?	Rating	Comments:

Economic Development		
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:

Intergovernmental Relations		
Does the city manager cooperate cordially with neighboring communities and citizens while looking after the interests of Benson?	Rating	Comments:

City Council Relations		
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:

Planning		
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:

Financial Management / Budget		
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:

_____

_____

_____

_____

_____

Name of Rater: _____ Date: _____

CITY OF BENSON

EMPLOYMENT AGREEMENT

CITY MANAGER

WILLIAM D. STEPHENS

original

January 13, 2014

Employment Agreement

This Agreement, made and entered into this 13 day of January, 2014, by and between the **City of Benson**, Arizona, an Arizona body politic, (hereinafter referred to as "City") and **WILLIAM D. STEPHENS**, (hereinafter referred to as "Manager") acting in his individual capacity, both of whom agree as follows:

Section 1: Appointment and Duties

The Mayor and Council of the City of Benson hereby appoint William D. Stephens, as the City Manager of the City of Benson, for a term commencing on the 31st day of March, 2014. The Manager shall serve as the administrative head of the government of this City with all of the authority, duties and responsibilities that are specified in the Arizona Revised Statutes and in the ordinances, resolutions and other actions of this City, as these may be amended from time to time.

The Manager hereby agrees to accept this appointment and to perform these duties and responsibilities faithfully and to the best of his ability, in a manner that is consistent with the requirements of the laws of this City and this State.

Section 2: Term and Termination

The Manager shall serve for an indefinite term, at the pleasure of the Mayor and Council, commencing on the 31st day of March, 2014.

Pursuant to the provisions of the City Code, the Manager shall be subject to removal by majority vote of the Mayor and Council, with or without cause; provided that no dismissal for cause shall be made by council without first providing Manager prior notice of the grounds for dismissal for cause and an opportunity to be heard, which may be pursuant to an executive session in accordance with state law. Conviction of a felony or any offense related to the official duties of the Manager shall conclusively be deemed cause for dismissal.

Section 3: Compensation

The City shall pay Manager for his services the sum of Eighty Nine Thousand Eight Hundred Ninety Dollars and Twelve Cents ($89,890.12) per year, to be paid in installments at the same time and same manner as other employees of the City are paid, subject to the same tax and retirement regulations applicable to other City employees.

This salary may be subject to subsequent adjustments, based upon increases in the cost of living or satisfactory performance evaluations, in such amounts as the City may determine to be appropriate in the future. At a minimum, City agrees to increase the compensation each year by the cost of living (COLA) increase granted to other City employees. Merit increases shall be at the discretion of the Mayor and Council.

Section 4: Health, Disability and State Retirement Insurance Benefits

The Manager and his dependents shall also receive the same health, life, disability, vision and dental insurance benefits that are made available to other unclassified employees of the City. The Manager shall also receive sick leave benefits that are made available to other unclassified employees of the City. The Manager shall also be a participant in the Arizona State Retirement System, as a City employee. In addition, the Manager shall be entitled to receive all other fringe benefits that are available to other unclassified City employees, on the same basis as those employees.

Section 5: Vacation and Compensated Time Off

The Manager shall be entitled to the same paid time off for City holidays as other unclassified employees of the City.

It is recognized that the Manager is an executive employee of the City and exempt from the hourly wage requirements of federal law. No entitlement for overtime wages shall accrue. It is further recognized that the Manager must devote a certain amount of time outside of normal office hours to business of the City and to that end the Manager will be allowed to take compensatory time off as he shall deem appropriate during said normal business hours.

In addition to the above, the Manager shall be entitled to 208 hours of vacation leave per year, to accrue at eight hours per two-week pay period, and which may accrue from year to year if not used up to 1.5 times the yearly allowance.

The Manager shall be provided with 10 business days of paid administrative leave credit effective upon execution of this Agreement. Administrative leave use shall be for, but not limited to, moving, purchase, rent or lease of a residence, registering vehicles, establishing utilities, among other requirements to relocate and maintain residency.

Section 6: Moving Expenses

Upon establishing residency pursuant to Section 11 of this Agreement, the Manager shall be entitled to reimbursement for the actual costs that he pays, and is neither reimbursable, reimbursed or subject to reimbursement by any third parties, for moving expenses associated with the movement of his household furnishings and belongings from his current residence in North Charleston, South Carolina to his new residence within the Corporate limits of the City of Benson, Arizona in the amount not to exceed $ 25,000.00. Additionally the Manager shall be entitled to travel expense per diem (lodging, meals, gas, etc.) for himself and his dependents, at the established City rate, while traveling to the City of Benson. The Manager is authorized up to (1) one month of temporary housing allowance up to a maximum amount of $3000.00 until the Manager can find and establish a permanent residence within the City of Benson Corporate limits. Receipts the Manager submits to the City in order to receive reimbursement under this Section must be provided with a notarized avowal that none have been reimbursed, will be reimbursed, or are subject to reimbursement, from any third parties.

Section 7: Vehicle and Equipment

The City shall provide the Manager with a suitable vehicle, in the City's discretion, to be used in connection with City business. The City shall provide all reasonable costs of operation to include maintenance, repair, fuel and insurance (liability, property damage, and comprehensive) necessary for this vehicle. In addition, the Manager shall be entitled to per diem at the established City rate and subject to normal City regulations for reasonable and appropriate travel outside of the City on City business.

The City shall provide the Manager with a "smart" cell phone and appropriate, in the City's discretion, electronic data device for the use and convenience of the Manager to conduct City business. Manager will be allowed reasonable minimal personal use. The City will pay for the reasonable costs of any appropriate and reasonable supporting data plans for the "smart" phone and any electronic data devices. Should any discrete additional costs accrue to the City resulting from the Manager's use of said electronic communications devices arising from personal use, then the Manager shall reimburse the City for such additional costs. Suitable, reasonable and appropriate as used herein are all to be determined by the Mayor and Council in their discretion.

Section 8: Resignation

The Manager shall provide the City not less than sixty (60) days written notice of his intent to resign from this position.

Section 9: Termination and Severance Pay

If the Manager resigns or is removed for cause pursuant to Section 2 of this Agreement, then he shall be entitled to be paid for all salary that has accrued to him upon the date of removal, together with the value of all allowable and appropriate accrued paid time off, to be paid at his then current hourly rate of compensation.

If the Manager is terminated at the discretion of a majority of the Mayor and Council then the Manager shall be entitled to his accrued salary, all accrued paid time off to that date, and in addition, his then current salary that would have been earned in the next four (4)succeeding months. The immediately preceding term of four (4) months automatically increases to (i) five (5) months if the Manager is terminated in accordance with this Section after one (1) year of appointment; or (ii) six (6) months if the Manager is terminated in accordance with this Section after two (2) years or more of appointment. This severance payment shall be paid in a lump sum to the Manager by the City within fifteen (15) working days after the effective date of Manager's termination or separation, or may be paid in other increments as otherwise agreed upon in writing by the parties.

Section 10: Outside Employment

The primary obligation of the Manager shall be to the City and to the successful performance of this Agreement. The Manager shall not assume any additional employment that would be inconsistent with or interfere with the performance of this Agreement. The Manager shall

be allowed to assume occasional teaching, writing, speaking, consulting and similar work on his own time, provided that this does not conflict with the performance of this Agreement. The Manager shall obtain specific approval from the Mayor and Council prior to accepting any additional employment responsibility, other than the occasional, part-time tasks listed above.

Section 11: Residency

The Manager shall establish residence, *i.e.*, principle place of abode, within the City of Benson Corporate boundary limits or within fifty (50) days after his appointment. The city council may, from time to time, by a majority vote thereof, extend the period for establishment of such residence for such additional periods as it sees fit.

Section 12: Office Hours and Attendance at Meetings

In general, and subject to the Manager's entitlement to paid time off of Section 5 of this Agreement, the Manager shall be required to maintain normal and customary office hours at City Hall from 8:00 a.m. until 5:00 p.m. with one (1) hour provided for lunch, taking exception for absences during which City Manager is conducting business outside of City Hall.

As a further requirement of Manager's duties, the Manager shall be required to attend City Council Meetings, Work Sessions and other functions requiring representation on behalf of the City of Benson beyond the business day subject to approved absences by the Mayor.

Section 13: Indemnification

Beyond that required under Federal, State or Local Law, City shall defend, save and hold harmless and indemnify Manager against any tort, professional liability claim or demand or other legal action, by third parties, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Manager's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The City shall indemnify Manager against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings, by third parties, including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Manager in connection with or resulting from any claim, by third parties, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties. Any settlement of any claim must be made with prior approval of the City in order for indemnification, as provided in this Section, to be available.

Section 14: Dues and Subscriptions

The City acknowledges its interest in the continuing professional development of Manager and shall budget, allow and pay all reasonable expenses associated with attendance, to include official travel, at annual conferences of the International City/County Management Association, League of Arizona Cities and Towns, and the Arizona City/County Management Association. Further, the City shall pay for the Manager's membership (dues and subscriptions) in the Arizona

City/County Management Association and the International City/County Management Association, as reasonably necessary, for the Manager to obtain the educational and information benefits offered by these organizations, for the overall good of the City; provided, however, that attendance at overnight or out-of-state seminars shall be subject to approval by the mayor. The City agrees to allow and provide funds for the membership, attendance and participation in reasonable and appropriate, additional civic clubs, organizations, conferences, educational courses, institutes, and seminars, depending upon the availability of funds. Reasonable, reasonably necessary and appropriate as used herein are all to be determined by the Mayor and Council in their discretion.

Section 15: Performance Evaluations

The City and Manager agree that periodically they shall meet to discuss and evaluate their mutual working relationship, rapport, goals and objectives. The Manager's performance shall be evaluated not less than every six (6) months for the first year of this Agreement. Thereafter they shall meet as often as the Mayor and Council deem to be necessary, but not less than annually. Following any such evaluation, the parties may also discuss the terms and conditions of this Agreement and any amendments that they may deem to be appropriate.

Section 16: Notices

A. Notice pursuant to this Agreement shall be given by depositing the same in the custody of the United States Postal Service, postage prepaid, to the addresses listed on the signature page for the City and Manager.

B. Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 17: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between the City and the Manager relating to the employment of the Manager by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. Binding Effect. This Agreement shall be binding on the City and the Manager as well as their heirs, assigns, executors, personal representatives and successors in interest. No right or interest in this Agreement shall be assigned by the Manager without prior written permission of the City, and no delegation of any duty of the Manager shall be made without prior written permission of the City.

C. Effective Date. This Agreement shall become effective upon adoption and execution by both parties.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

E. Conflict of Interest. The provisions of A.R.S. § 38-511 are adopted as if fully set forth herein.

F. Interpretation and Venue. This Agreement shall be governed by the laws of the State of Arizona and shall be deemed to have been drafted by both parties. Suits pertaining to this Agreement may be brought only in the courts in the State of Arizona and venue for any such action shall be in the Cochise County Superior Court.

Dated this 13th day of January, 2014.

MANAGER

WILLIAM D. STEPHENS

Address for notification purposes:

WILLIAM D. STEPHENS
[redacted] DYE MAKERS RIDGE
NORTH CHARLESTON, SC 29418
(Subject to future administrative updates)

CITY

TONEY D. KING, Sr., Mayor

ATTEST:

VICKI L. VIVIAN, CMC, City Clerk

APPROVED AS TO FORM:

MESCH, CLARK AND ROTHSCHILD, P.C.
By Gary J. Cohen
City's Attorney

Address for notification purposes:
CITY OF BENSON
120 W. 6th Street
Benson, Arizona 85602

Benson Arizona Founded in 1880

Job Description

TITLE:	**City Manager**	**JOB CODE:**	101
DEPARTMENT:	Administration	**FLSA:**	Exempt
PREPARED:	November 2004	**UPDATED:**	

Summary: Under administrative direction, serves as the Chief Operating Officer and Chief Financial Officer of the City; manages all City departments, agencies and offices; develops and implements short and long range plans; develops and administers operating and capital budgets; advises the City Council and department heads; communicates with civic groups and the general public.

Essential Job Functions: *The list that follows is not intended as a comprehensive list; it is intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed, and may be required to perform additional, position-specific tasks.*

- Serves as the City's Chief Operating Officer and Chief Financial Officer; performs high level administrative, technical and professional work in directing and supervising the operations and financial administration of city government.
- Manages and supervises all departments, agencies and offices of the City to achieve goals within available resources; plans and organizes workloads and staff assignments; trains, motivates and evaluates assigned staff; reviews progress and directs changes as needed with regular staff meetings.
- Provides leadership and direction in the development of short and long range plans; gathers, interprets, and prepares data for studies, reports and recommendations; coordinates department activities with other departments and agencies as needed.
- Provides professional advice to the City Council and department heads; makes presentations to Council, City boards and commissions as well as civic groups and the general public.
- Communicates official plans, policies and procedures to staff and general public.
- Assures that assigned areas of responsibility are performed within budget; performs cost control activities; monitors revenues and expenditures in assigned areas to assure sound fiscal control; prepares annual budget requests; assures effective and efficient use of budgeted funds, personnel, materials, facilities and time.
- Determines work procedures, prepares work schedules, and expedites workflow; studies and standardizes procedures to improve efficiency and effectiveness of operations.
- Issues written and oral instructions; assigns duties and examines work for exactness, neatness, and conformance to policies and procedures.
- Maintains harmony among workers and resolves grievances; performs or assists subordinates in performing duties; adjusts errors and complaints.
- Prepares a variety of studies, reports and related information for decision-making purposes.
- Appoints and removes all department heads, officers, and employees of the City, or as otherwise provided in the Benson City Code.
- Sees that all laws and ordinances are faithfully performed or enforced.
- Prepares and submits a preliminary annual City budget; administers the adopted budget of the City.
- Advises the City Council of financial conditions and current and future City needs.

- Attends all meetings of the Council at which attendance is required by the Council. Represents the City of Benson at local, regional and state meetings and functions as prescribed by Council.
- Recommends for adoption by the Council such measures as manager may deem necessary or expedient.
- Prepares and submits to the Council such reports as may be required by that body or as manager may deem advisable.
- Performs other related duties as assigned.

Required Knowledge and Skills:

- Knowledge of modern policies and practices of public administration, leadership and management.
- Knowledge of the principles and practices of Arizona municipal finance, human resources, public works and public safety.
- Knowledge of federal, state and City laws, rules, regulations, and legislative procedures.
- Knowledge of grant preparation and community development.
- Knowledge of the basic principles and practices of civil engineering.
- Knowledge of the principles, methods and practices of management and supervision.
- Knowledge of the principles and methods of planning and budgeting.
- Skill in preparing and administering municipal budgets.
- Skill in planning, directing and administering municipal programs.
- Skill in developing and implementing long-range fiscal and operational plans.
- Skill in effectively managing, leading and delegating tasks and authority.
- Skill in assessing and prioritizing multiple tasks, projects and demands.
- Skill in preparing and analyzing comprehensive reports.
- Skill in carrying out assigned projects to their completion.
- Skill in managing, directing and developing staff.
- Skill in communicating effectively, both orally and in writing.
- Skill in establishing and maintaining effective working relationships with employees, elected and appointed City officials and the public.
- Skill in efficiently and effectively administering a municipal government.
- Skill in using a personal computer and standard business software.

Education and Experience

- Graduation from an accredited four-year college or university with a degree in public administration, political science, business management or a closely related field, and experience as a municipal administrator, preferably within the State of Arizona.
- Must be bondable.
- State of Arizona driver's license.

Environmental Factors and Conditions/Physical Requirements:

- Work is performed in an office environment; may be subject to repetitive motion such as typing, data entry and vision to monitor; may be subject to extended periods of intense concentration in the review of reports, budgets and related materials.
- May be subject to bending, reaching, kneeling and lifting such as retrieving files, records and reports.

Equipment and Tools Utilized:

- Equipment utilized includes computerized and conventional office equipment.

Approvals:

Employee: _____ **Date:** _____

Supervisor: _____ **Date:** _____

Department Head: _____ **Date:** _____