Human Resources Department

MEMO

To: Mayor and Town Commissioners

From: Bambi McKibbon-Turner
Human Resources Director

Subject: Supplement to the Selection of Final Candidates for the Position of Town Manager Agenda Item for May 2, 2012 Commission Meeting

Date: May 1, 2012

Attached is a supplement to the back-up material provided with the Agenda Request Form for the Selection of Final Candidates for the Position of Town Manager agenda item for the May 2, 2012 Commission meeting. This supplement contains an updated Matrix; additional completed telephone reference forms containing information from employment references who did not respond to the request for reference prior to the April 27, 2012 agenda deadline; and, additional documentation.

Attachments

535 Park Avenue
Lake Park, FL 33403
Phone: (561) 881-3310
Fax: (561) 881-3314

www.lakeparkflorida.gov

Names of Semi-Finalists	*Criminal Background Checks*	*Credit Checks*	*Degree Verification*	*Employment Reference Checks*	*Media Checks*	*Litigation Checks*	*Salary Requirements*
Stephen J. Cottrell, from Dunedin, Florida	Clear	Clear	BA and MPA confirmed	Received three of three references requested	Results Provided	Clear	$90,000 approximately
Kimberly K. Glas-Castro, from Lake Park, Florida	Clear	Clear	BA and MPA confirmed	Received three of three references requested	No Results	Clear	$115,000
Cheryl Harrison-Lee, from Oviedo, Florida	Clear	Clear	BA and MA confirmed	Received two of three references requested	Results Provided	Litigation Found	Not Specified
Clarence L. Hulse, from Jeffersonville, Indiana	Clear	Clear	BS and MS confirmed	Received three of three references requested	Results Provided	Clear	Mid $80,000 to $130,000 Range
John J. Murphy, from Wilkes-Barre, Pennsylvania	In Progress	In Progress	BA and MPA confirmed	Received one of three references requested	Results Provided	Litigation Found	Not Specified
Brian J. Redshaw, from Hibbing, Minnesota	Clear	Clear	BA and MPA confirmed	Received three of three references requested	Results Provided	Clear	Not Specified
David A. Strohl, from Morton, Illinois	Clear	Clear	AAS and BS confirmed	Received three of three references requested	Results Provided	Clear	Negotiable
Dale S. Sugerman, from Hypoluxo, Florida (copy of personnel file obtained per F.S. Chapter 119 provided)	Clear	Clear	BA, MPA and Ph.D. confirmed	Received one of three references requested	Results Provided	No further information found	Negotiable
Paul D. White, from Rivera Beach, Florida	Clear	Clear	BA and MPA confirmed	Received three of three references requested	Results Provided	Clear	Not Specified

SUPPLEMENTAL INFORMATION

Stephen J. Cottrell

None

Kimberly K. Glas-Castro

Kimberly K. Glas-Castro

Additional Telephone Employment Reference Forms

TELEPHONE EMPLOYMENT REFERENCE FOR TM POSITION

Name of Applicant: Kimberly K. Glas-Castro

Employment Referenced: Tripp Scott, FT. LAUDERDALE, FL

Position Held: Certified Land Planner

Employment Dates : August 2011 - Present

Reason for Leaving: N/A

MANAGEMENT STYLE/PROFESSIONAL SKILLS

__Y__ Maintains open, informative and timely communications with the Council or Commission (e.g., "open door policy") **She is good at what she does. She handles files completely at her job.**

__Y__ Knowledgeable of current developments affecting the local government management field

___ Effectively implements and enforces municipal policies and procedures **N/A**

__Y__ Demonstrates a capacity for innovation and creativity

__Y__ Anticipates problems and develops effective approaches for solving them **Absolutely.**

__Y__ Maintains a positive work atmosphere conducive to productivity and efficiency **She's extremely efficient.**

___ Encourages department heads to make decisions within their own areas without the Manager's approval, yet maintains general control of operations **N/A**

___ Motivates municipal staff to work as a team and seek ways to be innovative and oriented toward effective problem solving **N/A**

___ Properly controls the municipality's operational and functional activities and motivates others to maximum performance **N/A**

___ Effectively recruits professional staff **N/A**

How would his/her direct reports describe this person's management style? **She is a huge fan of Mrs. Castro. She highly recommends her. Anyone who works with her thinks she's remarkable. She would be terrific as a manager – she manages Ms. Toothaker's secretary. She is good at communicating and managing people.**

FISCAL MANAGEMENT

__Y__ Possesses knowledge of governmental accounting/budget procedures **She has to review a lot of procurement and RFP work.**

____ Prepares a balanced budget to provide services at a level directed by the Council or Commission **N/A**

____ Strives to make the best possible use of available funds to ensure efficient and effective functioning of the municipal government and within budget limitations established according to municipal policy **N/A**

____ Possesses awareness of the importance of financial planning and accounting controls through long-range fiscal forecasting **N/A, but she has an understanding of this but not in terms of implementation that comes from a government aspect.**

____ Utilizes effective negotiation with labor unions and in legal actions to minimize costs to the municipality **N/A**

PERSONAL SKILLS/COMMUNICATIONS

__Y__ Demonstrates high concern for ethical behavior

__Y__ Receptive to constructive criticism and advice

__Y__ Manages stress effectively

RELATIONS WITH THE MUNICIPALITY'S COUNCIL OR COMMISSION .

____ Works with the Council or Commission to establish annual goals and objectives, and reports to the Council or Commission regularly on the status of such goals and objectives **N/A**

____ Carries out the directives of the Council or Commission as a whole, rather than those of any one member **N/A from the private side.**

____ Supports the action of the Council or Commission after a decision has been reached **N/A**

COMMUNITY RELATIONS

__Y__ Maintains an "open door policy" with the community **Yes, with regard to development activities when they work with the community.**

__Y__ Effectively addresses and accommodates citizen complaints

__Y__ Shows a sensitivity to and appreciation of diversity of the municipality's population

__Y__ Responsive to issues of both commercial and residential populations

____ Maintains an effective and collaborative working relationship with other local governments **N/A**

__Y__ Takes a diplomatic approach to problem solving

__Y__ Projects a positive image on behalf of the municipality

____ Provides management support to municipal Boards **N/A**

Would you rehire this person if you were presented with the opportunity? **Yes – she brought Mrs. Castro with her from Ruden McClosky.**

Information provided by:

Stephanie Toothaker
Director of the Firm

TELEPHONE EMPLOYMENT REFERENCE FOR TM POSITION

Name of Applicant: Kimberly K. Glas-Castro

Employment Referenced: Conrad & Scherer, Ft. Lauderdale, FL

Position Held: Certified Land Planner

Employment Dates : September 2011 - Present

Reason for Leaving: N/A

MANAGEMENT STYLE/PROFESSIONAL SKILLS

__Y__ Maintains open, informative and timely communications with the Council or Commission (e.g., "open door policy")

__Y__ Knowledgeable of current developments affecting the local government management field **Very**

__Y__ Effectively implements and enforces municipal policies and procedures

__Y__ Demonstrates a capacity for innovation and creativity

__Y__ Anticipates problems and develops effective approaches for solving them

__Y__ Maintains a positive work atmosphere conducive to productivity and efficiency

__Y__ Encourages department heads to make decisions within their own areas without the Manager's approval, yet maintains general control of operations **She can handle her work and whoever reports to her.**

__Y__ Motivates municipal staff to work as a team and seek ways to be innovative and oriented toward effective problem solving **Yes, she represents applicants who go before city staff.**

__Y__ Properly controls the municipality's operational and functional activities and motivates others to maximum performance

___ Effectively recruits professional staff **N/A**

How would his/her direct reports describe this person's management style?

There are young associates who report to her and who think her style is great. She is good at explaining things to them.

FISCAL MANAGEMENT

__Y__ Possesses knowledge of governmental accounting/budget procedures

____ Prepares a balanced budget to provide services at a level directed by the Council or Commission **N/A**

____ Strives to make the best possible use of available funds to ensure efficient and effective functioning of the municipal government and within budget limitations established according to municipal policy **N/A**

____ Possesses awareness of the importance of financial planning and accounting controls through long-range fiscal forecasting **N/A**

____ Utilizes effective negotiation with labor unions and in legal actions to minimize costs to the municipality **N/A**

PERSONAL SKILLS/COMMUNICATIONS

__Y__ Demonstrates high concern for ethical behavior

__Y__ Receptive to constructive criticism and advice

__Y__ Manages stress effectively

RELATIONS WITH THE MUNICIPALITY'S COUNCIL OR COMMISSION .

____ Works with the Council or Commission to establish annual goals and objectives, and reports to the Council or Commission regularly on the status of such goals and objectives **This may not be applicable.**

____ Carries out the directives of the Council or Commission as a whole, rather than those of any one member **N/A**

____ Supports the action of the Council or Commission after a decision has been reached **N/A**

COMMUNITY RELATIONS

____ Maintains an "open door policy" with the community **N/A, but she is very good with clients and other professionals.**

____ Effectively addresses and accommodates citizen complaints **N/A**

___ Shows a sensitivity to and appreciation of diversity of the municipality's population **N/A**

___ Responsive to issues of both commercial and residential populations **N/A**

__Y__ Maintains an effective and collaborative working relationship with other local governments **She works with multiple local governments all the time.**

__Y__ Takes a diplomatic approach to problem solving

__Y__ Projects a positive image on behalf of the municipality **Yes, on behalf of the firm.**

___ Provides management support to municipal Boards **N/A**

Would you rehire this person if you were presented with the opportunity? **Yes. She was the one who hired her for this position.**

Information provided by:

Jordana Jarjura, Esquire

Cheryl Harrison-Lee

Additional Results From Media Checks

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3/5/12 08:45 PM | 1 comment

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Self Destruction From Within Stockbridge

By TheCarp

There are many troubles that come from the town of Stockbridge that are created by those within. The mayor since taking office has been in confrontation after confrontation whether it be with former councilwoman Gilbert or with the former city attorney Welch. He went into office with a chip on his shoulder and has wanted a fight with anyone who works at city hall ever since. He has attacked good people for no reason and tried to make their jobs so miserable that they would want to quit. He has done this with city administrator Gibson. He has been vocal with his intent to get rid of him for no good reason other than he just doesn't like the man or he may feel intimidated by him because of his size.

The mayor has sent a letter to the press that reads that he will have two people coming in who will be interviewed for Mr. Gibson's job. The City Charter which the mayor loves to recite says he cannot do this until the position has been vacated and the council does the hiring not him. Here is the ordinance for all to read:

2.12.35 City Administrator

A.

Within sixty (60) days of a vacancy in the position of city administrator, the mayor shall recommend to the council at least two (2) qualified candidate(s) for the position of city administrator. In the event the council rejects the mayor's recommended candidates, the mayor shall have an additional fifteen (15) days to interview qualified candidates and make additional recommendations to the council. The council may accept or reject the mayor's additional recommended candidates.

B.

The council shall employ a city administrator pursuant to a written contract and shall fix the city administrator's compensation therein. Said administrator shall serve at the pleasure of the mayor and city council. The city administrator shall be employed without regard to political beliefs and solely on the basis of said individual's executive and administrative qualifications with special reference to his or her educational background and actual experience in, and knowledge of, the duties of office as hereinafter prescribed.

C.

Powers and Duties of City Administrator. The city administrator shall be the chief administrative officer of the city. The administrator must devote all of his or her working time and attention to the affairs of the city and shall be responsible to the mayor and city council for the administration of all city affairs placed in the administrator's charge by or under this charter. As the chief administrative officer, the administrator shall have the following powers and duties:

1.

Assist the mayor as needed with preparation of the annual operating budget and capital budget to be presented to the city council;

2.

Act as a liaison between the mayor/city council and the public by responding to inquiries and resolving conflicts;

3.

Represent the mayor and city council at various meetings and social functions as directed;

4.

Develop materials for meetings of the city council; attend all council meetings, unless excused there from; attend committee meetings when requested; make recommendations to the city council as needed; and implement decisions made by the council. The city administrator shall be given notice of all regular and special meetings of the council;

5.

Administer policies and programs as approved by the city council by directing departments in the procedures necessary for implementation;

6.

Supervise the purchase of all materials, supplies, and equipment after soliciting bids from qualified contractors, which are necessary for the operation and maintenance of the city services, for amounts up to and including ten thousand dollars ($10,000.00) for which funds are provided in the budget; receive written bids from at least three (3) qualified contractors for purchases or contracts in excess of ten thousand dollars ($10,000.00); and present all bids to the mayor and council;

7.

Keep the council advised of the financial and administrative affairs affecting the city; prepare progress reports; submit to the city council and the mayor and make available to the public a complete report on the finances and administrative activities of the city as of the end of each fiscal year; and make such recommendations as may be deemed desirable;

8.

Develop short and long-term plans for city operations and act as city's principal liaison on economic development activities;

9.

Recommend to the governing body (from time to time), adoption of such measures as may be deemed necessary or expedient for the health, safety or welfare of the community or for the improvement of administrative services;

10.

Investigate the affairs of the city or any department or division thereof; investigate all complaints in relation to matters concerning the administration of the government of the city and with regard to services maintained by the public utilities in the city; and see that all franchises, permits and privileges granted by the city are faithfully observed;

11.

Provide reports and information to the media as requested; upon approval of the mayor;

12.

Supervise all department heads and city employees;

13.

Execute documents on behalf of the mayor where so authorized in a written document describing the authority granted and executed by the mayor;

14.

Appoint and employ all necessary employees of the city, provided that excepted from the power of this appointment/employment are those officers and employees who, by this charter, are appointed or elected by the mayor or city council;

15.

Direct and supervise all department heads and city employees and the administration of all departments, offices and agencies of the city, except as otherwise provided by this charter or by law;

16.

Make recommendations to the mayor and city council regarding qualified candidates to fill open positions within the city;

17.

Exercise supervision and control of all departments and all divisions created in this charter or that hereafter may be created by the council except as otherwise provided in this charter or general law;

18.

Suspend with or without pay for up to thirty (30) days in accordance with the city's personnel policy and general law where applicable any city employee serving under the supervision of the city administrator;

19.

Remove employees below the level of a department head in accordance with the city's personnel policy and general law, without the consent of the city council and without assigning any reason therefor;

20.

Recommend the suspension, termination or other reprimand of a department head nominated by the mayor and appointed by the city council, which the city administrator must present to the mayor within two (2) business days thereof in writing, and absent a written objection from the mayor within five (5) calendar days of the notice of same to the mayor from the city administrator, said personnel action shall be imposed;

21.

Make such other reports as the mayor or city council may require concerning the operations of city departments, offices and agencies subject to the administrator's direction and supervision;

22.

Perform other such duties as may be required by the mayor and council which are specified in this charter or as may be required by the city council and which are not inconsistent with the city charter, laws, ordinances or resolutions.

D.

Council Interference with Administration. Except for the purpose of inquiries and investigations made pursuant to this charter, the mayor, city council and individual members of city council shall deal with city employees who are subject to the direction and supervision of the city administrator solely through the city administrator. Neither the mayor nor any individual councilmember shall give orders to any such employee, either publicly or privately. In the event of an emergency arising at the time of the death, incapacity, or unavailability of the city administrator, the following persons in this order of succession may direct city employees, may authorize expenditures, execute expenditure documents and execute checks, and may perform necessary functions and exercise necessary powers: mayor and then mayor pro tem. For purposes of this provision, "unavailability" in general means that it is not possible for city employees responding to the emergency to contact and receive a response from the city administrator or enumerated successor by telephone or electronic means for a consecutive period of four (4) hours or greater, or that the city administrator or enumerated successor is incapable of responding for a consecutive period of four (4) hours or greater. Additionally, if an emergency occurs which needs immediate attention and the mayor has attempted to contact the city administrator by telephone and electronic means but has been unsuccessful in establishing contact and thereafter the mayor consults with the department head in charge of the department which the mayor believes is most appropriate to respond to the emergency, then, based on the succession rules stated above, the mayor may exercise the aforementioned duties necessary to respond to such emergency until the city administrator becomes available and able to perform the duties required for such emergency.

(Ord. 03-64 § 1, 2003)

(Ord. No. 11-246, § 1, 4-18-11)

Now the mayor needs to learn to either understand or read whichever comes first. Then the real kicker in the web that he has been weaving against Mr. Gibson is the fact that the two candidates he wants to take his place are poor choices. One being Cheryl Harrison-Lee who lost her last jobs for poor performance in the state of Florida. The other being Bruce Sutton who created the famous Sutton Report that not only was not true but cost the city money also. To refresh your memories here is the account from the daily Herald on the subject:

A "forensic" audit into financial matters in the City of Stockbridge, have provided nothing to warrant criminal actions, according to the findings of a firm hired to investigate alleged irregularities.

#Forensic audits are routinely used to examine the economic affairs of a person or group, and results in a report can be used in a court of law.

#The firm, GlassRatner Advisory & Capital Group LLC, of Atlanta, conducted the audit, and announced findings during a recent work session of the Stockbridge City Council. The findings showed that claims of impropriety by city officials were without merit.

#Mayor Lee Stuart said the audit stemmed from a management-training exercise conducted in Stockbridge during May and June. He said the exercise revealed potential "financial irregularities," but declined to elaborate on those irregularities.

#"A report was given to the city administrator on that," said Stuart, in September. "I received additional, confidential information addressed to me. When I received that confidential information, I sought advice from higher state authorities on what to do."

#City Administrator Ray Gibson confirmed that the alleged need for an audit was initiated by Bruce Sutton, who oversaw the training exercise. Stuart said he consulted the Georgia Bureau of Investigation (GBI), and the Henry County District Attorney's Office, to determine his next step.

#The Atlanta-based GlassRatner firm was asked to identify financial irregularities, if any, which were the focus of a letter from management consultant, Bruce Sutton, to Mayor Stuart, said Gibson.

#Sutton, a certified fraud examiner from New Zealand, was under contract to Stockbridge until late May, according to the report. He was let go after it was learned he had a key to City Hall.

#"Mr. Sutton, once his contract was terminated, provided the mayor and I with a management report for half of the city departments," said Gibson. "Mr. Sutton also provided the mayor with a second report, that I, nor the rest of the City Council received, and it outlined certain financial irregularities deemed sufficient for investigation."

#The GBI subsequently recommended a forensic audit.

#Sutton alleged that vendors for the city did not receive proper tax forms for payments issued from 2007 to 2010, and certain vendor payments were not sufficiently documented ... were improperly paid.

#Sutton's claims of impropriety were largely "unfounded," accountants, Ian Ratner and Sam Hewitt, of the GlassRatner firm, wrote in their report, dated Oct. 26.

#"Our investigation, in general, refutes Sutton's assertions," Ratner and Hewitt wrote. "Sutton's work appeared very casual, resulted from an incomplete assignment, and was not supported by a detailed and comprehensive forensic investigation."

#The forensic audit, however, also states that two former employees — City Clerk, Merle Manders, and Treasurer, Nancy Brown — received a total of $5,770.95, in unauthorized pay increases, according to payroll records from 2009-2010.

#However, the report notes that the city had a practice of 5 percent pay increases, automatically each year, until there was a freeze in January of this year. Technically, the approvals were interpreted as granted, by the language of a resolution approved by the city council.

#"The forensic audit findings from GlassRatner conclude, other than the potential issue of certain unauthorized payroll increases, the assertions in the Sutton report proved unfounded," Ratner and Hewitt agreed in their report.

#"The report also points out that Mr. Sutton has never been qualified to perform financial audits in the U.S.A., may not have ever worked on a financial statement audit while in the U.S.A., and has never held a professional designation equivalent to a CPA," said Gibson.

#Gibson hired Sutton, in May, as a management consultant to train city staffers in fiscal policy and management responsibilities.

#"Internally, our staff is working diligently to not only improve upon the financial controls here at the city, but also to improve in many other areas of service delivery," said Gibson.

As anyone can see that Mr. Gibson helped the city in this matter with expertise. He has several years of prior service with the County of Henry and was hired as assistant city administrator to the late Mr. Ted Strickland under the Kelley Administration. When Mr. Strickland passed away, Mr. Gibson took over the duties of administrator and was finally given the title of city administrator.

The mayor with the help of newly elected councilman Thomas have been making Mr. Gibson's job a misery. It would be wise for Mr. Gibson to retain a lawyer because his rights have been violated on several fronts. One being that because he is a Canadian citizen his equal opportunity rights are being violated because of his national origin. The mayor ever since taking office has pushed to help the African American community before others. There are other communities in Stockbridge being of Hispanic Origin and the White community. From the pressures put on employees the reverse discrimination rule of the U.S. Government can be brought into play. In general, the mayor has broken his oath of office by conducting vendetta's against city employees instead of bettering the city. A lot has been made out of the fact that the side walks have not been built on Berry Street behind the Food Depot for the African American Community. Mr. Stuart the mayor has been in office for over two years now and he has done nothing himself to see that they have been built; just a lot of talk. The African American Community does not realize that they are being used by this man so he can forward his own agenda which is to rule with an iron thumb.

There have been mayor's to come and go in Stockbridge. Mr. Hilum, Mr. Lea, and Mr. Kelley to name a few and Mr. Stuart will go one day also. We as a community just hope that he does not destroy all the vestiges of a good town before he does so. Remember all he has done or not done when it comes time for his re-election and vote no to save this city.

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On 3/10/12 at 07:32 AM mcarol678 wrote

Let me just pose a question, and I hope that you will answer honestly. Doesn't the selection of the City Administrator and the City Clerk for that matter seem unbalanced to you? I've heard rumblings about the what happened with the City Clerk as well, and something just doesn't seem right with the selection process. On all other levels of government, you have one body appoint, and then another body confirm. In Stockbridge, one body appoints AND confirms. Doesn't that seem unbalanced? Where are the checks and balances? Who verifies credentials? The way that the Stockbridge system operates, the City Administrator and City Clerk are at the mercy of the Council.

And while we're being honest, come on, admit it, the city has neglected the neighborhood behind the Food Depot. How often do you drive through there? I'm not talking about Railroad Street because of the detour. Give credit where credit is due. When Stuart ran for Mayor, he got a lot of support from that community. He made promises and he's got to keep his end of

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Stockbridge's mayor, council differ on administrator's post

Want daily summaries and Breaking News alerts?

By Jason A. Smith (373)

As of Monday, March 5, 2012
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Officials in Stockbridge are at odds over the future of a high-ranking position in the city's government. The sparring among Stockbridge officials that had subsided in recent months, appears to have resurfaced, this time over the role of city administrator.

The Henry Daily Herald, on Monday, received an e-mail from Stockbridge Mayor Lee Stuart, in which he announced the nomination of two individuals as candidates for the administrator's post. Dr. Bruce S. Sutton, of Provo, Utah, and Ms. Cheryl Harrison-Lee, of Eatonville, Fla., are the names the mayor revealed.

There has been no public discussion about any effort to replace Ray Gibson, the current city administrator. Gibson has been in his job since May 2, 2011, and he has held it on a month-by-month basis since January. The unique arrangement was established by a vote of the city council.

Gibson was first hired as the assistant city manager, and did not possess one of the academic requirements for the job of city administrator, but the council picked him, nonetheless.

When Gibson, 39, was appointed, Mayor Stuart said: "That's what we've needed, to have an actual city administrator. Before, his hands were tied up. But since we've gotten everything now straightened out, I'm glad he's on board ...

"It gives him official power," the mayor continued. "Before, he didn't really have any power. He was the assistant city manager, which was no such position. There's no ordinance. He didn't have any official capacity to operate, so there was some resistance to it.

"He's going to do a great job," said Stuart. "He's already doing it. In a week's time, we're already getting things straight."

This week, Stuart's view was different.

"He doesn't have a master's degree and doesn't meet the minimum qualifications," said Stuart. "He never applied for the job. These are people that applied for the job," he said of his nominees.

Requirements for the position, said Stuart, include a college degree from an accredited college or university, supplemented by at least 10 years of administrative and managerial

experience in local government, "or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job."

A master's degree, training, education or experience in business administration and public administration [is] preferred," the mayor said.

Stuart said a city ordinance allows him to nominate someone to fill the position within 60 days of a vacancy. Herein lies the political tug-of-war that's been created. The position of City Administrator has not been vacated. The contractual agreement is on a month-to-month basis through March 31, 2012.

Stockbridge Mayor Pro Tem Mark Alarcon said Stuart did not officially notify the city council of the nominations. He said Stuart did not follow the proper procedure for naming nominees for the city administrator position.

"There are ordinances that we are governed by, that state that when the position becomes vacant, then the mayor is to provide candidates to the council for adoption," said Alarcon. "But in no way, form, or fashion can you advertise for a position that is not vacant.

"The only way for Mr. Gibson's employment to cease as city administrator, is for the council to remove him from that position ... The mayor can recommend new candidates, but only after the position is vacant, not in preparation for the vacancy," said Alarcon.

Alarcon said Stuart "exercised his recommendation," in May of 2011, when he recommended Gibson for the position. In December, the city council voted to approve a 90-day extension on Gibson's contract, prior to councilmembers Robin Buschman, Richard Steinberg and Alphonso Thomas taking office in January.

"The mayor complained to me, saying that the old council had trashed the new council's wishes, by extending Mr. Gibson's contract in any way," said Alarcon. "We, being the newly elected council, adopted a month-to-month contract to Ray Gibson. That is what we are operating under at this time."

Gibson, initially commented on the recommendations made by Stuart, but later withdrew his remarks. Interviews for the two nominees are planned for March 22, according to Councilman Steinberg. He agreed with Alarcon, saying Stuart is not authorized to conduct those interviews.

"The vacancy does not exist, and will not exist on March 22," said Steinberg. "I took an oath of office that requires me to follow the letter of the law, and that's what we're trying to do. The mayor is just trying to circumvent the process."

Stuart maintained the nominations are not designed as a way to oust Gibson from city government. "There are jobs for him," said Stuart. "He'd be a great planning chief. He was brought in as an assistant city manager, and there was no such position."

Sutton — one of Stuart's nominees — initiated a forensic audit into the Stockbridge government in 2011. At that time, he claimed there were financial irregularities in the municipality. Those claims were later deemed to be without merit. Sutton, Stuart said, is a certified fraud examiner and a certified business manager, as well as a former city manager in Utah.

Harrison-Lee is a former assistant city manager of Daytona Beach and Titusville, both in Florida. She is also a former chief of growth management for Orlando, Fla., and has worked as a city administrator in Eatonville, Fla.

Gibson, of Hamilton, Ontario, Canada, came to Georgia in 2002, and worked in the Henry County Planning & Zoning Department, from July 2002, to December of 2009, serving as the Director of Planning & Zoning for four of those years.

Stockbridge is a city of 25,636 residents, and operates with a mayor and five councilmembers.

Jennifer Aniston's Latest 'Breakup' S...
(CafeMom)

LAKE ALFRED DECISION CHANGED

First choice out as city manager, Leavengood in

Left, Jonathan Evans. Right,Ryan Leavengood.

Mary Hurst / News Chief
By Mary Hurst
News Chief

Published: Tuesday, January 31, 2012 at 6:03 a.m.

Last Modified: Tuesday, January 31, 2012 at 6:03 a.m.

LAKE ALFRED - The City Commission changed course Monday night, opting to offer the city manager's job to Ryan Leavengood after their first choice, Jonathan Evans was too slow to respond to a request to negotiate a contract.

Leavengood, Auburndale's assistant city manager, was the commission's second choice. Cheryl Harrison-Lee was its third.

The commission had decided to offer the job to Evans, Largo's assistant to the city manager, after interviewing their top three candidates Jan. 21.

Mayor Nancy Daley said she called Evans after the commission's deliberations Jan. 21 and he said he would be hiring a lawyer and he would call her back.

Last Tuesday, she called him because he hadn't called her back. He said he had not yet met with his lawyer but asked for a copy of now retired City Manager Larry Harbuck's contract.

"I can see having an attorney look over a contract before you sign it, but I got a little nervous having a lot of attorney beforehand," Daley said.

Daley told commissioners she did not talk with him further last week but he'd left a phone message for her at 5:15 p.m. last night saying he would meet with his lawyer today.

The Mayor and other commissioners said they also didn't realize that Evans' position was assistant to the city manager, not assistant city manager, traditionally a higher position with more responsibilities in most cities' organizational charts.

City Attorney John Murphy urged the commission to act rapidly on their decision, should they want to change their minds.

"Timing is important," he said. "You can't tarry on that."

First choice out as city manager, Leavengood inBy MARY HURST

Left, Jonathan Evans. Right,Ryan Leavengood.

Left, Jonathan Evans. Right,Ryan Leavengood.

NewsChief.comJanuary 31, 2012 6:03 AM

LAKE ALFRED - The City Commission changed course Monday night, opting to offer the city manager's job to Ryan Leavengood after their first choice, Jonathan Evans was too slow to respond to a request to negotiate a contract. Leavengood, Auburndale's assistant city manager, was the commission's second choice. Cheryl Harrison-Lee was its third. The commission had decided to offer the job to Evans, Largo's assistant to the city manager, after interviewing their top three candidates Jan. 21. Mayor Nancy Daley said she called Evans after the commission's deliberations Jan. 21 and he said he would be hiring a lawyer and he would call her back. Last Tuesday, she called him because he hadn't called her back. He said he had not yet met with his lawyer but asked for a copy of now retired City Manager Larry Harbuck's contract. "I can see having an attorney look over a contract before you sign it, but I got a little nervous having a lot of attorney beforehand," Daley said. Daley told commissioners she did not talk with him further last week but he'd left a phone message for her at 5:15 p.m. last night saying he would meet with his lawyer today. The Mayor and other commissioners said they also didn't realize that Evans' position was assistant to the city manager, not assistant city manager, traditionally a higher position with more responsibilities in most cities' organizational charts. City Attorney John Murphy urged the commission to act rapidly on their decision, should they want to change their minds. "Timing is important," he said. "You can't tarry on that." The commission also failed to take into consideration Range Rider Mark Durbin's rankings of the three candidates that Saturday. His top recommendation was Leavengood first, Cheryl Harrison-Lee second and Evans third. Daley said there seemed to be a "gap in enthusiasm" between Evans' interview and what has followed in the last week and a half. Commissioner Albertus Maultsby made the motion to start negotiations with Leavengood. "If I wanted to move up, I would respond at once," Maultsby said. Murphy said there were no legal implications about the commissions change

of heart because the commission and Evans had not come to any terms. news@newschief.com
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Eatonville

Eatonville mayor tries to fire administrator

By Joseph Freeman, Orlando Sentinel
January 8, 2011

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Mayor Bruce Mount made an unexpected motion at Tuesday's council meeting to terminate Chief Administrative Officer Cheryl Harrison-Lee. Apparently, the dispute stems mostly from a disagreement between the two about what time Harrison-Lee is supposed to report to work. In an e-mail, Mount said she has to be there by 8 a.m., but in a response Harrison-Lee sent back to Mount and other council members, she said that isn't a requirement. The council voted down the motion 4-1.—*Joseph Freeman*

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List of Candidates for Lake Alfred Manager Down to 3

By MARY HURST
NYT REGIONAL MEDIA GROUP
Published: Wednesday, January 4, 2012 at 7:49 a.m.

LAKE ALFRED | City commissioners Tuesday night whittled the list of candidates to replace retiring City Manager Larry Harbuck down to three.

The top candidates are Cheryl Harrison-Lee, Ryan Leavengood and Jonathan Evans.

All three have municipal government experience.

• Harrison-Lee, the chief administrative officer for the Town of Eatonville, brings 26 years' experience in a variety of municipal planning and management positions.

• Leavengood, the Aurburndale assistant city manager, has worked under City Manager Bobby Green, who is known to work his assistants hard and encourages them to move on, said Mark Durbin, a former city manager who volunteered to help the city evaluate candidates.

• Evans has been the assistant city manager in Largo since 2006 and brings other municipal experience with him, including working in parks and recreation in the city of St. Cloud.

Harrison-Lee also has years of experience in economic and land development.

Her more recent experience has been in Central Florida as deputy city manager of Daytona Beach, assistant city manager in Titusville, the chief of growth management in Orlando.

She has also worked for the Florida Department of Transportation. She holds a master's degree in urban and regional planning with a concentration in public administration from the University of Florida.

Leavengood has worked to establish working relationships with Polk County government as well as with other cities.

He has experience in community redevelopment and economic development.

He has a master's degree in public administration from the University of South Florida.

Evans is familiar with commission-manager form of government. He received a master's degree in public administration from the University of Central Florida. He has had experience in emergency management, being a legislative liaison, and handles the city's website. He has had experience in most functions of municipal government including budgeting.

The commissioners will interview the three candidates on Jan. 21.

The City Commission also voted to appoint Police Chief Art Bodenheimer as the interim city manager beginning at 5 p.m. Jan. 13, the end of City Manager Larry Harbuck's last day.

For the interim, Bodenheimer will receive a 20 percent raise above his current annual salary of $58,739.

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Longtime employee takes over development department

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Posted: 2009 Feb 05 - 23:11

By Bethany Chambers

Staff writer

DAYTONA BEACH - Paul McKitrick is spending a few less nights at home reading mysteries and a few more nights at city advisory board meetings these days.

The longtime employee and deputy city manager recently moved from the public works department to development and administrative services, which handles development, redevelopment, permitting and licensing and planning for the city.

One of the biggest challenges of his new job as the city's head administrator is regaining the trust of board members, some of whom feel city staff hasn't been on their side, he said. So he's starting by making the rounds himself.

"Staff may have done things all year, but it's not what they want. A lot of what they want are physical improvements in their neighborhood, like I worked on in public works," the 54-year-old Wilber-by-the-Sea resident said. "I know these people, and I know how to push projects through."

And some board members say they're willing to give the 28-year employee a chance to prove it.

The work done before by city staffers was in some cases "sloppy" and staff would "sit back and watch the board struggle," instead of providing help on complex matters, said new planning board member Tracey Remark, who previously served on other boards and as a city commissioner.

Sam Rogers, an eight-year member of the Midtown Redevelopment Area board, agreed.

"There have been four staff (members) since I've been on the board and they've failed to take seriously the needs of midtown," he said.

That might change with Mr. McKitrick, they said.

"He's a man of many hats. I've worked with Paul for many years and he's a delight to work with," Ms. Remark said. "He's always there to help, whether you're Joe Blow or Bill France."

The department shuffling that got Mr. McKitrick to this point began late last month when three-year employee Cheryl Harrison-Lee resigned as the city's

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development and administrative services director.

Although no one has said whether Ms. Harrison-Lee was asked to resign, Mr. McKitrick said he was informed by city manager Jim Chisholm "several weeks" before her departure that he'd be taking over her position.

"One of the reasons why I'm here is because the community, the commission and the city manager came to the conclusion that our processes and policies needed to be changed and different management would be helpful," Mr. McKitrick said.

At least one commissioner said the change came as a surprise.

"I should not have to read it in the paper," Commissioner Shiela McKay-Vaughan said. "I'm very disappointed about that."

Because of the swift transition, Mr. McKitrick is continuing to work as public works director. The position should be filled within the next few months, he said.

"It's been kind of hectic," he said. "Coffee is my new best friend."

Despite that, he's putting a full-time effort into his new job. He's already making changes that include lengthening the hours the zoning staff is available to the public.

Soon he'd like to see a renovation of the department's offices, literally tearing down walls to improve cooperation.

He's asking his staff to "adjust and adapt" or face the consequences.

"I'm positive the vast majority will be successful," he said.

Mr. McKitrick started with the city as a building inspector and served in several other positions, including chief building official, until 2003.

He also served a brief stint as police chief for the city before Mike Chitwood was hired.

Mr. McKitrick started his municipal government career just after graduating from the University of South Florida with a degree in anthropology. He joined the national service program VISTA, working on affordable housing projects in Miami-Dade County. He was eventually hired on full-time.

"I went from making $50 a week on Section 8 and getting food stamps to making $200 a week, so I was living large," he recalls with a wry smile.

Although he later earned a Master of Public Administration from the University of Central Florida, with 30 years in development departments he's been "largely self-taught."

"It's like I'm coming home (with the new job) because I have so much experience in it," he said.

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December 5, 2006

Daytona considers density bonuses

By JOHN BOZZO
STAFF WRITER

DAYTONA BEACH — Developers want to build more units than city rules allow downtown.

Today at noon, the Downtown-Bellough Road Redevelopment Area Board will consider granting exemptions from normal development rules, called "density bonuses."

Cheryl Harrison-Lee, the city's Development Services director, sees the proposal as a way for the city to demand better architecture and landscaping.

Currently, Daytona Beach has no architectural standards and minimal landscaping requirements, she said. Developers must provide added public value to a project to get the bonuses.

"This is an opportunity for the city to get some public value and the developer to get more density," she said.

Harrison-Lee said such bonuses are used in many cities.

Property values and tax rolls usually go up in areas where the bonuses are available. But some residents worry about the impact of more traffic and the start of a trend that might expand density bonuses to the oceanfront and riverfront.

Edith Shelley, a member of the downtown redevelopment board who is directing an effort to develop a vision for the future of the city, questioned the plan

"This is bigger than we realize," she said. "What we're doing here is we're selling density."

But Dan Harshaw, a downtown businessman, said he's OK with more density, as long as there are clear standards for public benefits to be provided by developers.

Under the proposal, developers could get approval to build up to 50 units per acre. The current city maximum is 40 units.

The proposal would allow the bonuses only for developers who own four acres or more in the downtown area from Second Street to International Speedway Boulevard.

In exchange for building more units, developers would agree to provide public benefits, such as a public plaza or courtyard, a design to promote public transportation, public green space, extensive landscaping or higher quality architecture.

Several downtown developers and landowners would benefit from the plan:
·Boca Developers wants the change for its proposed Beach Street Condos project near Mary McLeod Bethune Boulevard and Beach Street. The developer wants to downsize the condos and increase the number of units from 413 to 510 to sell less expensive condos.
·The Burgoyne family, which owns 6.6 acres on Beach Street.
·First Baptist Church of Daytona Beach, which owns 4.9 acres on Ridgewood Avenue, but is building a new church at I-4 and Tomoka Farms Road.

The recommendation from the redevelopment board, which meets at City Hall, 301 S. Ridgewood Ave., will go to the City Commission and the state, which must also approve the density bonuses.

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TELEPHONE EMPLOYMENT REFERENCE FOR TM POSITION

Date: 4/25/12 **Name of Applicant:** Clay Harrison-Lee

Employment Referenced: City of Daytona Beach 386-671-8000

Position Held: CHIEF ADMINISTRATION OFFICER

Employment Dates: 2005 & 2009
08/15/05 - 04/29/09

Reason for Leaving: See attached letter of resignation

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HUMAN RESOURCES

* **1. MANAGEMENT STYLE/PROFESSIONAL SKILLS**

___ Maintains open, informative and timely communications with the Council or Commission (e.g., "open door policy")

___ Knowledgeable of current developments affecting the local government management field

___ Effectively implements and enforces municipal policies and procedures

___ Demonstrates a capacity for innovation and creativity

___ Anticipates problems and develops effective approaches for solving them.

___ Maintains a positive work atmosphere conducive to productivity and efficiency

___ Encourages department heads to make decisions within their own areas without the Manager's approval, yet maintains general control of operations

___ Motivates municipal staff to work as a team and seek ways to be innovative and oriented toward effective problem solving

___ Properly controls the municipality's operational and functional activities and motivates others to maximum performance

___ Effectively recruits professional staff

___ How would his/her direct reports describe this person's management style?

* See attached employee's last performance review.

The CITY OF DAYTONA BEACH

DEVELOPMENT AND ADMINISTRATIVE SERVICES DEPARTMENT
301 S. RIDGEWOOD AVENUE
DAYTONA BEACH, FLORIDA 32114
PHONE (386) 671-8120
FAX (386) 671-8130

MEMORANDUM

DATE: January 20, 2009

TO: James V. Chisholm, City Manager

FROM: Cheryl Harrison-LeBlanc, Chief Administrative Officer

SUBJECT: Resignation

It has been a pleasure serving as Chief Administrative Officer and in other positions held during my tenure with the City of Daytona Beach. I am grateful to have had the opportunity to serve the residents of Daytona Beach.

The experience has been enhancing professionally and I am pleased to have accomplished many things during my tenure. It is my hope that these efforts will continue to be instrumental in the City's advancement as a premiere city.

However, due to changes in the political dynamics, it is no longer feasible to remain in the position I currently hold. After discussing the political environment with you, at your request, I am submitting my resignation effective February 4, 2009.

I am looking forward to the new opportunity that awaits me as I continue to advance my professional career goals.

C: Personnel File

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The City of Daytona Beach

PERFORMANCE REVIEW

EMPLOYEE NAME: CHERYL HARRISON-LEE Employee NUMBER: 3078

JOB TITLE: CHIEF ADMINISTRATIVE OFFICER

DEPARTMENT/DIVISION:

TYPE: X ANNUAL ____ OTHER

PERIOD OF EVALUATION: FROM: 08-15-06 TO: 08-15-07

FROM		TO
[redacted]	Position Designator Number	[redacted]
[redacted]	Class Title	[redacted]
$63.2594	Pay Grade Hourly Rate	$65.3470
[redacted]	Anniversary Date	[redacted]
[redacted]	Department Division	[redacted]

TYPE OF ACTION

☒ PERFORMANCE INCREASE Rating: 4.5 Employee has completed one year of service on 08/15/07 and has therefore earned a 3.328 performance increase.

☐ OTHER

EFFECTIVE DATE OF ACTION: ~~08/15/07~~ 08/12/07 (RETRO)

Division Head _____ Date _____

Department Head (Signature below) Date _____

Appointing Authority (Designee) Date 10/1/07

SIGNATURES

EMPLOYEE COMMENTS (if any):

Supervisor's Signature _____ Date _____

Employee's Signature* _____ Date _____

*The employee's signature required on this Documentation Form does not necessarily indicate agreement with the performance assessment contained herein. It merely acknowledges that the employee was given an opportunity to review this Documentation Form and to include employee comments, if any, where indicated.

EMPLOYEE NAME: CHERYL HARRISON LEE

ALL EMPLOYEES
PERFORMANCE CATEGORY AND RATING

1. **VOLUME OF WORK** – Consider volume of work produced compared with amount considered adequate, completion on schedule, application of effort.

(1) Unsatisfactory	(1.5)	(2) Needs Attention	(2.5)	(3) Satisfactory	(3.5)	(4) Above Average	(4.5)	(5) Outstanding
							✓	

Explain:

2. **QUALITY OF WORK** – Consider ability to produce work neatly and free of errors, to follow instructions with minimum supervision, use of good judgment, thoroughness, effectiveness, and economy on use of materials, equipment, time and methods.

(1) Unsatisfactory	(1.5)	(2) Needs Attention	(2.5)	(3) Satisfactory	(3.5)	(4) Above Average	(4.5)	(5) Outstanding
						✓		

Explain:

3. **JOB KNOWLEDGE** – Consider technical, professional and manual skills; knowledge of methods, systems and equipment, understanding of techniques and procedures of the job; and learning ability and growth.

(1) Unsatisfactory	(1.5)	(2) Needs Attention	(2.5)	(3) Satisfactory	(3.5)	(4) Above Average	(4.5)	(5) Outstanding
							✓	

Explain:

4. **DEPENDABILITY** – Consider timely completion of assignments; work habits such as attendance, tardiness, and team contribution; following instructions, observance of rules and safety precautions; initiative and judgment.

(1) Unsatisfactory	(1.5)	(2) Needs Attention	(2.5)	(3) Satisfactory	(3.5)	(4) Above Average	(4.5)	(5) Outstanding
							✓	

Explain:

5. **WORK ATTITUDES AND INTERPERSONAL SKILLS** – Consider disposition, manner and tact; the ability to cooperate and deal or work harmoniously with customers and co-workers; attitude and response to City policies and service standards; ability to deal with supervisor(s).

(1) Unsatisfactory	(1.5)	(2) Needs Attention	(2.5)	(3) Satisfactory	(3.5)	(4) Above Average	(4.5)	(5) Outstanding
							✓	

Explain:

22

TOTAL OF ALL CATEGORY RATINGS [redacted] + 5 = _____ COMPOSITE

SUPERVISORY
PERFORMANCE CATEGORY AND RATING

6. DECISION MAKING – The ability, training, and experience necessary to recognize a problem, consider the alternatives, select the best solution, and make a prompt, logical and accurate decision.

(1) Unsatisfactory	(1.5)	(2) Needs Attention	(2.5)	(3) Satisfactory	(3.5)	(4) Above Average	(4.5)	(5) Outstanding
						✓		

Explain:

7. ORGANIZATION AND FOLLOW THROUGH – Competence in the art of organizing and planning efficient work schedules and systems, including the ability to implement these plans in order to process work on a priority basis.

(1) Unsatisfactory	(1.5)	(2) Needs Attention	(2.5)	(3) Satisfactory	(3.5)	(4) Above Average	(4.5)	(5) Outstanding
								✓

Explain:

8. PRODUCTIVITY – The ability to increase and/or maintain satisfactory work output at a high level; makes noticeable contribution to overall division or departmental operations.

(1) Unsatisfactory	(1.5)	(2) Needs Attention	(2.5)	(3) Satisfactory	(3.5)	(4) Above Average	(4.5)	(5) Outstanding
							✓	

Explain:

9. MOTIVATION AND DEVELOPMENT OF SUBORDINATES – The ability to inspire subordinates to want to learn and prepare for promotional opportunities; encourages further training and development.

(1) Unsatisfactory	(1.5)	(2) Needs Attention	(2.5)	(3) Satisfactory	(3.5)	(4) Above Average	(4.5)	(5) Outstanding
						✓		

Explain:

10. DELEGATION OF AUTHORITY– The ability to delegate the proper level of authority to a subordinate to efficiently accomplish the proper control.

(1) Unsatisfactory	(1.5)	(2) Needs Attention	(2.5)	(3) Satisfactory	(3.5)	(4) Above Average	(4.5)	(5) Outstanding
							✓	

Explain:

23

45

TOTAL OF ALL CATEGORY RATINGS ~~[illegible]~~ ÷ 10 = 4.5 COMPOSITE

PERFORMANCE MANAGEMENT

INSTRUCTIONS: Prior to the completion of this section of the evaluation form, the supervisor shall request input from the employee at least one week before interview. Be sure to address any area of performance that needs improvement or was rated as "needs attention" in the previous section(s). Respond to each of the following questions. Be specific. Responses should include employee's strengths, as well as recommendations for continual improvement.

List any of the employee's significant work accomplishment(s) during this assessment period.
(Employee) Adopted Proportionate Fair Share Ordinance; Transmitted and Adopted Evaluation and Appraisal Report; Implemented Interactive Voice Response System; Implemented online permitting; Developed new hotline for Code Enforcement customer complaints; Initiated Old Daytona Historic District Streetscape Plan and Land Use Amendment; Initiated Midtown Infill Housing RFP; Installation of Public Amenities at Boardwalk; Completed draft of Historic Preservation Ordinance.

(Supervisor)

List any of the employee's major work disappointment(s) during this assessment period.
(Employee) Given the increased volume of development projects and the limited staffing, it has been difficult to engage in some of the new initiatives and ideas.

(Supervisor)

Describe what the employee can do differently to strengthen his/her job performance.
(Employee) Prepare written policies for development and permitting procedures.

(Supervisor)

Describe what **you** can do differently to improve your employee's job performance.
(Supervisor)

GOALS AND OBJECTIVES

Strategic and Operational Objectives: List objectives related to fulfilling the key strategies outlined in the City's and Department's strategic plans. List objectives relative to fulfilling the mission and responsibilities of the department/division. Also consider financial performance factors, customer satisfaction, significant project milestone, etc.

Objective: Increase single family home ownership. Evaluate and enhance the City's competitiveness for growth and development. Enhance effectiveness of technology in permitting.
Performance Result: Completion of competitive assessment analysis. Digitize plans and develop online plan submittal.

Clarence L. Hulse

Additional Results From Media Checks

From the Business First
:http://www.bizjournals.com/louisville/print-edition/2010/11/19/jeffersonvilles-clarence-hulse-wants.html

Jeffersonville's Clarence Hulse wants to create a legacy through economic development efforts

Meet

Premium content from Business First by Brent Adams, Correspondent

Date: Friday, November 19, 2010, 6:00am EST

Related:

Sports Business, Economic Snapshot

Jeffersonville economic development director Clarence Hulse long has been interested in helping improve the well-being of cities and towns.

The Belize native got his first taste of that sort of work after high school, when he spent two years as a volunteer staff leader for Youth With a Mission, a Christian missionary organization that performs service projects in developing nations. In countries such as Guatemala, Mexico, Honduras and Nicaragua, Hulse helped build clay ovens and dig latrines.

The son of a minister and an elementary school teacher, Hulse attended Harding University in Searcy, Ark., as a Walton International Scholar. The program, which provides scholarships to students in Central America and Mexico, was established in 1985 by Wal-Mart Stores Inc. founder, Sam Walton.

Hulse, 46, arrived in Jeffersonville in May, with an extensive track record in government administration, economic development and private real-estate development.

Today, he works with Mayor Tom Galligan to attract jobs to the city. He also works to advance some of Galligan's pet projects, including a downtown canal, a convention center, the development of retail and office space along Veterans Parkway, and a link to the former Big Four railroad bridge, which is being developed as a walkway between Jeffersonville and Louisville.

"I have always been interested in finding a way to help people," Hulse said. "When I'm wining and dining CEOs, the best thing for me is knowing that someone is going to get a job because of me or families will have food on their table because of me."

Hulse recently discussed his goals for economic development in Jeffersonville.

What attracted you to Jeffersonville?

"Jeff is a city in transition, and I believe it is poised for greatness. If the right things are done over the next four years or so, this city could really be on the map as a destination city.

"It really has great assets — the port, the Ohio River, railroads, the interstates, industrial parks, a very skilled blue-collar work force. And you're right next to Louisville and all it has to offer, including UPS and the (Louisville International) airport."

What kind of support have you received from the mayor and members of the city council?

"The mayor and the council are working in cohesion. I have met with each member of the council and explained my goals, and they all seem to be supportive and pro-business."

What is the current economic development climate?

"I'm getting a lot of inquiries from people looking to relocate or expand. A lot of homework is being done right now, and I'm crossing my fingers. But I think that things are going to pick up in the first and second quarters of 2011."

How important are tax incentives to business attraction?

"Businesses do want to know 'what can you do for me?' But I have to look at the return on investment to the city. The deal has to make sense because we have to be very good stewards of taxpayer dollars."

| Clarence Hulse

Director of economic development, city of Jeffersonville

Birth date: Dec. 14, 1964

Hometown: Maskall Village, Belize

Residence: Jeffersonville

Family: Divorced with two children; son Quincy, 16, and daughter Siobhan, 14, live in Cocoa, Fla.

Education: Bachelor's degree, public administration, Harding University, Searcy, Ark., 1992; master's degree, economic development, University of Southern Mississippi, Hattiesburg, Miss., 1994

Career: Director of economic development, city of Jeffersonville, May 2010-present; managing consultant, Belize Real Estate Development Group LLC, 2008-10; development

manager, Intrawest Placemaking, 2005-08; community development administrator, Martin County, Fla., 2004-05; deputy city manager, city of Cocoa, Fla., 2001-04; senior business development manager, 1994-2000, St. Petersburg/Clearwater Economic Development Council

Awards: Outstanding Economic Developer of the Year Award, 1999, International Economic Development Council

Hobbies: Golf, photography, travel, studying Greek and Roman history, watching sports

Favorite cuisines: Thai and Indian

Musical interests: Contemporary Christian, world music, reggae, calypso, soft rock, classical and opera |

Send comments to cgreer@bizjournals.com.

INTERNATIONAL ECONOMIC DEVELOPMENT COUNCIL

The Power of Knowledge and Leadership

Mr. Clarence L. Hulse

Clarence Hulse is employed by City of Jeffersonville, Indiana as the Director of Economic Development. In the past eighteen months, he has played a pivotal role in creating over 3,000 new jobs and approximately $75 million in capital investment. Through his Jeffersonville Neighborhood Leadership Institute initiative, he has developed and improved the city's neighborhoods, winning the 2011 American Planning Association, Indiana Chapter Outstanding Community Initiative Award. He also serves as the Executive Director of the Jeffersonville Urban Enterprise Association.

Clarence has a very diverse background having worked both in the public and private sector. He has had experience in senior management, affordable housing, planning, redevelopment, marketing, community and economic development. Prior to current employment, he worked at Intrawest Placemaking, a premier resort developer where he was responsible for the development and coordination of condo/hotels, town centers and golf course development.

Previous employers include Martin County, Florida as the Community Development Administrator managing 7 Community Redevelopment Districts rebuilding and revitalizing impoverished communities; and the City of Cocoa, where was the driving force for their economic revival and public improvements while serving as the Deputy City Manager.

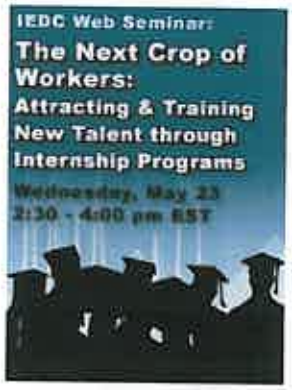
Clarence also worked in Tampa Bay as Senior Business Development Manager coordinating major relocation/expansion projects that resulted in 16,000 new jobs and $500,000+ in real estate investment within five years.

In 1999, he was honored by his peers (American Economic Development Council) winning the national award "Outstanding New Developer of the Year."

He holds current memberships in organizations such as the Urban Land Institute, International Council of Shopping Centers, Jeffersonville Rotary Club, Indiana Economic Development Association, Indiana Redevelopment Association, Leadership Florida and Leadership Southern Indiana.

Clarence has served on numerous boards and commissions in the past and currently is on the City of Jeffersonville Planning and Zoning Board and One Southern Indiana Economic Development Committee.

Clarence earned his BS at Harding University, AR in Public Administration, magna cum laude and an MS in Economic Development from the University of Southern Mississippi. He is currently an EDI University of Oklahoma student and is planning to earn his CEcD certification in the near future.



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Washington, DC 20005
Phone. (202) 223-7800 | Fax: (202) 223-4745

John J. Murphy

TELEPHONE EMPLOYMENT REFERENCE FOR TM POSITION

Name of Applicant: John J. Murphy

Employment Referenced: City of Wilkes-Barre, Pennsylvania

Position Held: City Administrator

Employment Dates : July 2002 – March 2012

Reason for Leaving: He went out on his own (in a positive light) to seek opportunities in the private sector.

MANAGEMENT STYLE/PROFESSIONAL SKILLS

__Y__ Maintains open, informative and timely communications with the Council or Commission (e.g., "open door policy") **Absolutely. They had a great working relationship.**

__Y__ Knowledgeable of current developments affecting the local government management field **He actually led several projects and had others reporting to him on them.**

__Y__ Effectively implements and enforces municipal policies and procedures **He led the City through some difficult times.**

__Y__ Demonstrates a capacity for innovation and creativity **Absolutely. For example, he led the project to make the city become wireless.**

__Y__ Anticipates problems and develops effective approaches for solving them **He dealt with many problems in a very professional manner.**

__Y__ Maintains a positive work atmosphere conducive to productivity and efficiency **He brought the city up to speed to become more efficient and effective.**

__Y__ Encourages department heads to make decisions within their own areas without the Manager's approval, yet maintains general control of operations **He eliminated micro-managing and for the first time department heads were given the authority to make decisions.**

__Y__ Motivates municipal staff to work as a team and seek ways to be innovative and oriented toward effective problem solving

__Y__ Properly controls the municipality's operational and functional activities and motivates others to maximum performance

__Y___ Effectively recruits professional staff

How would his/her direct reports describe this person's management style?

Very professional and also very effective as to how he handles city employees.

FISCAL MANAGEMENT

__Y__ Possesses knowledge of governmental accounting/budget procedures **He oversaw the entire budget process.**

__N__ Prepares a balanced budget to provide services at a level directed by the Council or Commission **Theirs is a strong mayor form of government and the mayor presents the budget to Council and Council handles the administrative side of it. He worked with the Mayor on this.**

__Y__ Strives to make the best possible use of available funds to ensure efficient and effective functioning of the municipal government and within budget limitations established according to municipal policy **The City was bankrupt and he helped make decisions that got them back on their feet.**

__Y__ Possesses awareness of the importance of financial planning and accounting controls through long-range fiscal forecasting **They had a recovery plan that was implemented and got the City moving toward an A credit rating which it now has.**

__Y__ Utilizes effective negotiation with labor unions and in legal actions to minimize costs to the municipality **Before there was no union paid health care. Now union employees pay a co-pay.**

PERSONAL SKILLS/COMMUNICATIONS

__Y___ Demonstrates high concern for ethical behavior

__Y__ Receptive to constructive criticism and advice

__Y__ Manages stress effectively

RELATIONS WITH THE MUNICIPALITY'S COUNCIL OR COMMISSION .

__Y__ Works with the Council or Commission to establish annual goals and objectives, and reports to the Council or Commission regularly on the status of such goals and objectives **He has met once a week with the Council Chair and co-Chair.**

__Y__ Carries out the directives of the Council or Commission as a whole, rather than those of any one member

__Y__ Supports the action of the Council or Commission after a decision has been reached

COMMUNITY RELATIONS

__Y__ Maintains an "open door policy" with the community

__Y__ Effectively addresses and accommodates citizen complaints

__Y__ Shows a sensitivity to and appreciation of diversity of the municipality's population

__Y__ Responsive to issues of both commercial and residential populations

__Y__ Maintains an effective and collaborative working relationship with other local governments

__Y__ Takes a diplomatic approach to problem solving

__Y__ Projects a positive image on behalf of the municipality

__Y__ Provides management support to municipal Boards

Would you rehire this person if you were presented with the opportunity? **Yes.**

Information provided by:

Mayor Tom Leighton

(information received at 5:00 p.m. on 5/1/2012)

Brian J. Redshaw

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The coolest city administrator ever

Thursday, November 06, 2008 By Aaron Brown

The Hibbing Daily Tribune is reporting that Hibbing City Administrator Brian Redshaw was officially reprimanded for brandishing a shotgun at work. He was just showing it off to a co-worker, not waiving it around as a threat or anything like that. In a 5-2 vote (these things are never unanimous), the council voted to place a letter of reprimand in Redshaws HR file for his violation of the "seriously, no guns at work" policy he drafted for the council to pass in 2003.

The Range is very much a pro-gun rights area, so Redshaw can expect to become the most popular Hibbing city official in a generation.

The coolest city administrator ever tell a Friend

Labels: guns, hibbing, iron range

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Minnesota Department of Administration Advisory Opinion 08-032

This is an opinion of the Commissioner of Administration issued pursuant to section 13.072 of Minnesota Statutes, Chapter 13 - the Minnesota Government Data Practices Act. It is based on the facts and information available to the Commissioner as described below.

Facts and Procedural History:

On September 26, 2008, the Information Policy Analysis Division (IPAD) received a letter, dated same, from Mike Jennings, of the *Hibbing Daily Tribune*. In his letter, Mr. Jennings asked the Commissioner to issue an advisory opinion regarding his right to have access to certain data the City of Hibbing maintains. IPAD requested clarification, which Mr. Jennings provided on October 13, 2008.

IPAD, on behalf of the Commissioner, wrote to Brian J. Redshaw, City Administrator, in response to Mr. Jennings's request. The purposes of this letter, dated October 16, 2008, were to inform him of Mr. Jennings's request and to ask him to provide information or support for the City's position. Richard K. Sellman, City Attorney, responded, in a letter dated November 13, 2008.

A summary of the facts follows. In a letter dated September 11, 2008, Mr. Jennings wrote to Mr. Redshaw and requested a copy of "the file for case number 08-168012, in which Anoka County Sheriff's Detective Mike Lapham investigated police testimony at the misdemeanor trial of Anthony Sarago in St. Louis County District Court in Hibbing in June 2008. If information is excluded from the document, please inform me of the provisions of the Data Practices Act that authorize the exclusion."

On September 18, 2008, Mr. Sellman wrote to Mr. Jennings: "[t]he information you request is being used for an internal investigation for possible disciplinary action(s). The data you request is therefore private data under Minnesota Statute 13.43."

On September 22, 2008, Mr. Jennings replied:

> It has repeatedly been made clear to us that the investigation of Hibbing police officers' testimony in a June 17, 2008, trial dealt narrowly with the question of possible criminal conduct. After arranging in July for an independent investigation of that testimony, Hibbing Police Chief Barbara Mitchell told us it was customary to ask another police agency to investigate when complaints against officers 'might be criminal in nature.' Based on our further inquiries into the conduct of the investigation, we believe that [the investigating agency] limited [its] inquiry to the question of possible perjury in the June 17 trial. [The] report, then we assume, maintains that same close focus, and should thus be regarded exclusively as criminal investigative data, regardless of whether the report is later used in other contexts, such as an internal affairs investigation.
>
> Minnesota Statute 13.82, Subd. 7, provides that criminal investigative data shall remain confidential or protected nonpublic while the investigation is active. It also provides that an investigation becomes inactive upon the occurrence of any of three events. One of those events – a decision by the prosecutorial authority not to pursue the case - occurred on August 29, 2008, when . . . [that authority found] that the investigative report provided 'insufficient evidence to charge anyone in connection with this matter.'

In his comments to the Commissioner, Mr. Sellman wrote:

> It is clear under Minnesota Statute, 13.82 that, with a couple of exceptions that do not apply here, once a criminal investigation is completed and the charging decision made, the investigative report is public data under the statute.
>
> It is also clear under Minnesota Statute 13.43 . . . that information used to investigate/evaluate an internal matter is personnel data and is private data until and unless the person is disciplined.

Issue:

Based on Mr. Jenning's opinion request, the Commissioner agreed to address the following issue:

> Did the City of Hibbing comply with Minnesota Statutes, Chapter 13, in denying a request for a copy of "the complete report on an investigation of possible perjury on the part of Hibbing police officers who testified at a misdemeanor trial in Hibbing in June 2008?"

Discussion:

Pursuant to Minnesota Statutes, section 13.03, government data are public unless otherwise classified.

Data that law enforcement agencies collect, create, and maintain are classified pursuant to section 13.82. Certain law enforcement data are always public, certain law enforcement data are never public, and certain law enforcement data may become public depending on the occurrence of certain events.

There is no dispute that the data in question were created as part of a criminal investigation. Under section 13.82, subdivision 7, data collected or created by a law enforcement agency in order to prepare a case against a person are confidential or protected nonpublic while the investigation is active.

One of three occurrences changes the status of a criminal investigation from active to inactive; one of those is the decision by the agency or appropriate prosecutorial authority not to pursue the case. Once the investigation is inactive, the data are public, unless the release of the data would jeopardize another ongoing investigation or would reveal the identity of individuals protected under subdivision 17. (According to Mr. Sellman, neither of those exceptions applies to the data in the report.)

Mr. Sellman stated that the data in question are properly classified as personnel data under section 13.43, because they are now being used in a disciplinary investigation. That section classifies certain personnel data as public, and all other personnel data as private. If the entity takes final disciplinary action, the specific reasons for and data that document the basis of the final disciplinary action are public. If the entity does not take final disciplinary action, related data remain private. (See section 13.43, subdivision 2.)

Mr. Sellman stated that the two provisions under which the data in question might be classified, namely section 13.82 and section 13.43, appear to be in conflict, and that section 13.43 is more specific and should therefore control.

Minnesota Statutes, Chapter 645, provides guidance on statutory interpretation. Section 645.17 discusses presumptions in ascertaining legislative intent. Section 645.26 discusses irreconcilable provisions. Subdivision 1 of section 645.26 states, in part, "[w]hen a general provision in a law is in conflict with a special provision in the same or another law, the two shall be construed, if possible, so that effect may be given to both." Section 645.26, subdivision 1, further provides that if two provisions are irreconcilable, "the special provision shall prevail and shall be construed as an exception to the general provision, unless the general provision shall be enacted at a later session and it shall be the manifest intention of the legislature that such general provision shall prevail." The Legislature adopted section 13.82, subdivision 7, after adopting section 13.43, subdivision 4.

The Commissioner sees the logic in Mr. Sellman's position; however, that position is also problematic. Section 13.82 temporarily classifies active investigative data as not public; once any of three events occurs, data that had been protected become public when the investigation is no longer active. However, private personnel data don't become public unless the entity takes final disciplinary action against an employee. If an entity could protect otherwise public inactive criminal investigative data as private personnel data, the Legislature's intent, i.e., that protected criminal investigative data become public, could be thwarted (in a situation in which the entity does not take final disciplinary action.)

Mr. Jennings asked for data that were created because the City police department undertook (through an agreement with Anoka County) an investigation of possible crimes. That investigation was a criminal matter, not a personnel investigation. Mr. Jennings did not ask for access to personnel data. He asked for inactive criminal investigative data, which are public under section 13.82, assuming neither of the exceptions noted above applies.

Opinion:

Based on the facts and information provided, my opinion on the issue that Mr. Jennings raised is as follows:

> The City of Hibbing did not comply with Minnesota Statutes, Chapter 13, in denying a request for a copy of "the complete report on an investigation of possible perjury on the part of Hibbing police officers who testified at a misdemeanor trial in Hibbing in June 2008."

Signed:

Dana B. Badgerow
Commissioner

Dated: November 25, 2008

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Additional Telephone Employment Reference Forms

TELEPHONE EMPLOYMENT REFERENCE FOR TM POSITION

Name of Applicant: Brian J. Redshaw

Employment Referenced: City of Hoisington, Kansas

Position Held: City Manager

Employment Dates : May 1997 – October 1998

Reason for Leaving: He was asked to leave. He cannot go into it any more than that. He liked Mr. Redshaw, but he has to be honest.

MANAGEMENT STYLE/PROFESSIONAL SKILLS

__Y__ Maintains open, informative and timely communications with the Council or Commission (e.g., "open door policy")

____ Knowledgeable of current developments affecting the local government management field **He lacked a little there.**

____ Effectively implements and enforces municipal policies and procedures **Somewhat.**

__N__ Demonstrates a capacity for innovation and creativity

__N__ Anticipates problems and develops effective approaches for solving them

__N__ Maintains a positive work atmosphere conducive to productivity and efficiency

__N__ Encourages department heads to make decisions within their own areas without the Manager's approval, yet maintains general control of operations

__N__ Motivates municipal staff to work as a team and seek ways to be innovative and oriented toward effective problem solving

__N__ Properly controls the municipality's operational and functional activities and motivates others to maximum performance

____ Effectively recruits professional staff **He didn't recruit any staff; staff was already there.**

How would his/her direct reports describe this person's management style? **His response was that Mr. Redshaw would not be hired back there.**

FISCAL MANAGEMENT

____ Possesses knowledge of governmental accounting/budget procedures **Somewhat.**

__Y__ Prepares a balanced budget to provide services at a level directed by the Council or Commission

____ Strives to make the best possible use of available funds to ensure efficient and effective functioning of the municipal government and within budget limitations established according to municipal policy **He would not answer this question.**

__N__ Possesses awareness of the importance of financial planning and accounting controls through long-range fiscal forecasting

____ Utilizes effective negotiation with labor unions and in legal actions to minimize costs to the municipality **He was not involved with negotiations with labor unions. This was done by Council members. With regard to legal actions, this was N/A.**

PERSONAL SKILLS/COMMUNICATIONS

__N__ Demonstrates high concern for ethical behavior

__N__ Receptive to constructive criticism and advice

__N__ Manages stress effectively

RELATIONS WITH THE MUNICIPALITY'S COUNCIL OR COMMISSION .

____ Works with the Council or Commission to establish annual goals and objectives, and reports to the Council or Commission regularly on the status of such goals and objectives **He doesn't recall him ever coming up with a goal.**

__Y__ Carries out the directives of the Council or Commission as a whole, rather than those of any one member

__Y__ Supports the action of the Council or Commission after a decision has been reached

COMMUNITY RELATIONS

__Y__ Maintains an "open door policy" with the community

__Y__ Effectively addresses and accommodates citizen complaints

__Y__ Shows a sensitivity to and appreciation of diversity of the municipality's population

__Y__ Responsive to issues of both commercial and residential populations

____ Maintains an effective and collaborative working relationship with other local governments **He doesn't recall him being involved with this. He attended a couple of county commission meetings.**

__N__ Takes a diplomatic approach to problem solving

__Y__ Projects a positive image on behalf of the municipality

__N/A__ Provides management support to municipal Boards

Would you rehire this person if you were presented with the opportunity? **No**

Information provided by:

Mayor Clayton Williamson

David A. Strohl

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Morton Musings: Let there be light in village buildings

Steve Stein

1

The village of Morton will be getting new, energy-efficient light fixtures in all of its buildings except the fire station and police station.

The work will be done by Koener Electric of Peoria, which also will take care of the paperwork needed to obtain a state grant that will defray nearly 40 percent of the cost of the project. Koener estimates a project cost of $41,508 and a rebate of $15,865, which means the village will pay an estimated $25,642. Koener also estimates the project will pay for itself in about 6 1/4 years because of the energy savings.

Morton Business Manager David Strohl contacted Koener to perform an inventory of the village's out-of-date light fixtures. After the inventory was completed, he recommended to the Village Board that it hire Koener to replace the lights and obtain the grant because of its experience with the grant program. The Village Board voted unanimously this month to hire Koener.

Strohl said he had the inventory done because replacement bulbs for the village's older light fixtures aren't expected to be available for much longer, and neither are grant funds to replace older fixtures.

The state grant program is administered by the Illinois Department of Commerce and Economic Opportunity.

The Morton fire and police stations are not included in the project because they already have energy-efficient light fixtures.

Please send comments and news tips to stevestein21@yahoo.com.

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One Comment to "Morton Musings: Let there be light in village buildings"

union2488 27 December 2011 at 4:45 pm #

Hi Steve,I was just wondering about the Conflict of interest with Koener Electric since Trustee Tony Heutte has worked there for many years.Did he get to vote?
Thank you,keep up the good work.

Reply

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an insider's look at Morton and Washington

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MORTON —

The village has purchased new financial management software that will replace its current software, which was bought in the 1980s.

Residents will notice the difference next year, when they'll be able to pay their village utility bills and view their bill payment history online, and save the village a few bucks.

"We won't have to mail out bills to residents who pay online, so there will be some savings for us there," said village business manager David Strohl.

Village staff who deal with financial records such as accounts payable, payroll and the general ledger also will benefit from the new software, which was purchased this month from Civic Systems of Madison, Wis., for $79,500.

The cost includes 10 1/2 days of training and two days of on-site assistance. The annual support fee is $11,600.

Related hardware, including printers, will be purchased from Pearl Technology of Peoria. Strohl expects the hardware cost won't exceed $12,000. That would put the project about $28,000 under the budgeted $120,000.

Strohl said a substantial portion of the savings will come from lower-than-expected data conversion costs. Only a year's worth of data will be converted, and the old financial management system will remain in operation through April 30, 2012, the end of the current fiscal year.

The process of updating the system began about a year ago with the hiring of a consultant from Clifton Gunderson of Peoria.

"We needed to make changes because our AS/400 server is nearing the end of its useful life," Strohl said. "It doesn't have any more memory, and it runs on a platform that's no longer prevalent. We think the

AS/400 is 11 years old, but I'll bet it's a few years older than that. We've gotten our money's worth out of it."

Steve Stein can be reached at 686-3114 or stevestein21@yahoo.com.

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"We needed to make changes because our AS/400 server is nearing the end of its useful life," Strohl said. "It doesn't have any more memory, and it runs on a platform that's no longer prevalent. We think the AS/400 is 11 years old, but I'll bet it's a few years older than that. We've gotten our money's worth out of it."

Steve Stein can be reached at 686-3114 or stevestein21@yahoo.com.

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Morton awards raises to three employees

Sponsored contentWhat's this?

MORTON —

Three village employees were given additional duties and raises Tuesday by the Village Board as part of a reorganization board members say will increase efficiency and meet future needs.

The reorganization also has saved money because of the elimination of the business manager position. David Strohl, who held the job for 11 years, was let go "strictly for financial reasons," said Mayor Norm Durflinger.

"David was a faithful employee, but because of the village's increasing expenses and negotiated salaries and an economy that hasn't changed to keep up with the increases, we decided to eliminate his position," Durflinger said. "We needed to cut our costs, and the village office was the most logical place to do it."

The elimination of Strohl's $80,835 annual salary outweighs the approximately $19,000 in raises granted to the three employees.

Wendy Ferrill has absorbed most of Strohl's duties in her new role of village treasurer and comptroller. She formerly was the village treasurer. Village bookkeeping and secretarial staff also will handle Strohl's former responsibilities.

Jeff Bedecker, the GIS (Geographic Information Systems) manager in the village's Public Works Department, was named GIS/IT (Information Technology) manager.

"Our technology is growing significantly, but the village had never had an IT manager," Durflinger said. "Jeff will help us improve efficiency and reduce costs in all departments."

Roger Spangler, the village's zoning enforcing officer, is now planning and zoning officer. Among his expanded duties are plat review, supervision of contract inspectors, and coordination of new development related to planning and zoning. The village has never had a planning officer.

Durflinger said the moves, which were the result of a review by the Village Board with input from staff, also will make village government more responsive.

"And they'll lay the groundwork for Morton's longer-term governmental needs, especially in response to changing state and federal regulations," he said.

Village Board members voted unanimously for the reorganization. Durflinger was the lone official who commented on the promotions, raises and Strohl's departure, which were effective Tuesday.

Steve Stein can be reached at 686-3114 or stevestein21@yahoo.com. Read his Stein Time blog at pjstar.com. Follow him on Twitter @SpartanSteve.

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Jeff Bedecker, the GIS (Geographic Information Systems) manager in the village's Public Works Department, was named GIS/IT (Information Technology) manager.

"Our technology is growing significantly, but the village had never had an IT manager," Durflinger said. "Jeff will help us improve efficiency and reduce costs in all departments."

Roger Spangler, the village's zoning enforcing officer, is now planning and zoning officer. Among his expanded duties are plat review, supervision of contract inspectors, and coordination of new development related to planning and zoning. The village has never had a planning officer.

Durflinger said the moves, which were the result of a review by the Village Board with input from staff, also will make village government more responsive.

"And they'll lay the groundwork for Morton's longer-term governmental needs, especially in response to changing state and federal regulations," he said.

Village Board members voted unanimously for the reorganization. Durflinger was the lone official who commented on the promotions, raises and Strohl's departure, which were effective Tuesday.

Steve Stein can be reached at 686-3114 or stevestein21@yahoo.com. Read his Stein Time blog at pjstar.com. Follow him on Twitter @SpartanSteve.

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Typical JournalStar, lead a story about an employee getting cut and headline it as three employees get raises. WTF!

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Additional Telephone Employment Reference Forms

TELEPHONE EMPLOYMENT REFERENCE FOR TM POSITION

Name of Applicant: David A. Strohl

Employment Referenced: City of West Peoria, Illinois

Position Held: City Administrator

Employment Dates : October 1994 – February 2000

Reason for Leaving: He was part-time when the Mayor was elected and he made him full-time. Mr. Strohl just wanted to better himself and left to accept the position with Morton, Illinois for higher pay.

MANAGEMENT STYLE/PROFESSIONAL SKILLS

__Y__ Maintains open, informative and timely communications with the Council or Commission (e.g., "open door policy") **They had a very good relationship. He is trying to get him back to West Peoria as the current City Administrator is retiring (he interviewed him for this a couple of weeks ago as a finalist).**

___ Knowledgeable of current developments affecting the local government management field **When he started, he was new and eager to learn. He is now really knowledgeable.**

__Y__ Effectively implements and enforces municipal policies and procedures

__Y__ Demonstrates a capacity for innovation and creativity

__Y__ Anticipates problems and develops effective approaches for solving them

__Y__ Maintains a positive work atmosphere conducive to productivity and efficiency

__Y__ Encourages department heads to make decisions within their own areas without the Manager's approval, yet maintains general control of operations **Yes, as far as the small staff that he had at the time is concerned.**

__Y__ Motivates municipal staff to work as a team and seek ways to be innovative and oriented toward effective problem solving **West Peoria was incorporated in 1993 and he helped set up policies and worked on Ordinances. He worked with a group of volunteers to come up with the Planning and Zoning Ordinances.**

__Y__ Properly controls the municipality's operational and functional activities and motivates others to maximum performance

__Y__ Effectively recruits professional staff

How would his/her direct reports describe this person's management style?

He was very professional. One of their ex-aldermen commented on how effective he was on the budget.

FISCAL MANAGEMENT

__Y__ Possesses knowledge of governmental accounting/budget procedures **He was made their budget officer and he set their budget and made sure that everyone stayed within the budget. As a result of his efforts, they had a $3 million surplus.**

__Y__ Prepares a balanced budget to provide services at a level directed by the Council or Commission **He would work with each Council committee on the budget and keep everyone in line.**

__Y__ Strives to make the best possible use of available funds to ensure efficient and effective functioning of the municipal government and within budget limitations established according to municipal policy

__Y__ Possesses awareness of the importance of financial planning and accounting controls through long-range fiscal forecasting

____ Utilizes effective negotiation with labor unions and in legal actions to minimize costs to the municipality **He did not deal with labor unions, but he worked with their attorney to make sure that their Ordinances were structured to keep them out of trouble.**

PERSONAL SKILLS/COMMUNICATIONS

__Y__ Demonstrates high concern for ethical behavior **Theirs is a strong mayor system of government and as the City Administrator he worked very closely with the Mayor.**

__Y__ Receptive to constructive criticism and advice

__Y__ Manages stress effectively

RELATIONS WITH THE MUNICIPALITY'S COUNCIL OR COMMISSION .

__Y__ Works with the Council or Commission to establish annual goals and objectives, and reports to the Council or Commission regularly on the status of such goals and objectives **He would attend all of the committee and Council meetings.**

__Y__ Carries out the directives of the Council or Commission as a whole, rather than those of any one member

__Y__ Supports the action of the Council or Commission after a decision has been reached

COMMUNITY RELATIONS

__Y__ Maintains an "open door policy" with the community

__Y__ Effectively addresses and accommodates citizen complaints **He may have helped to set up the Code Compliance Division.**

__Y__ Shows a sensitivity to and appreciation of diversity of the municipality's population

__Y__ Responsive to issues of both commercial and residential populations

__Y__ Maintains an effective and collaborative working relationship with other local governments **He would go to different meetings as the Mayor's representative when the Mayor was unable to attend.**

__Y__ Takes a diplomatic approach to problem solving

__Y__ Projects a positive image on behalf of the municipality

__Y__ Provides management support to municipal Boards **He helped establish the Planning and Zoning Board and perhaps helped develop the Comprehensive Plan. He was the first City Administrator and he helped set up the policies with the advice of Council. Their zoning Ordinance was adopted in 1996.**

Would you rehire this person if you were presented with the opportunity? **Yes.**

Information provided by:

Mayor Jim Dillon

TELEPHONE EMPLOYMENT REFERENCE FOR TM POSITION

Name of Applicant: David A. Strohl

Employment Referenced: County of Peoria, Illinois

Position Held: Part-time Personnel Assistant Trainee

Employment Dates : July 1994 – July 1995

Reason for Leaving: To accept a full-time position elsewhere. NO OTHER INFORMATION CAN BE PROVIDED.

MANAGEMENT STYLE/PROFESSIONAL SKILLS

___ Maintains open, informative and timely communications with the Council or Commission (e.g., "open door policy")

___ Knowledgeable of current developments affecting the local government management field

___ Effectively implements and enforces municipal policies and procedures

___ Demonstrates a capacity for innovation and creativity

___ Anticipates problems and develops effective approaches for solving them

___ Maintains a positive work atmosphere conducive to productivity and efficiency

___ Encourages department heads to make decisions within their own areas without the Manager's approval, yet maintains general control of operations

___ Motivates municipal staff to work as a team and seek ways to be innovative and oriented toward effective problem solving

___ Properly controls the municipality's operational and functional activities and motivates others to maximum performance

___ Effectively recruits professional staff

How would his/her direct reports describe this person's management style?

FISCAL MANAGEMENT

____ Possesses knowledge of governmental accounting/budget procedures

____ Prepares a balanced budget to provide services at a level directed by the Council or Commission

____ Strives to make the best possible use of available funds to ensure efficient and effective functioning of the municipal government and within budget limitations established according to municipal policy

____ Possesses awareness of the importance of financial planning and accounting controls through long-range fiscal forecasting

____ Utilizes effective negotiation with labor unions and in legal actions to minimize costs to the municipality

PERSONAL SKILLS/COMMUNICATIONS

____ Demonstrates high concern for ethical behavior

____ Receptive to constructive criticism and advice

____ Manages stress effectively

RELATIONS WITH THE MUNICIPALITY'S COUNCIL OR COMMISSION .

____ Works with the Council or Commission to establish annual goals and objectives, and reports to the Council or Commission regularly on the status of such goals and objectives

____ Carries out the directives of the Council or Commission as a whole, rather than those of any one member

____ Supports the action of the Council or Commission after a decision has been reached

COMMUNITY RELATIONS

____ Maintains an "open door policy" with the community

____ Effectively addresses and accommodates citizen complaints

____ Shows a sensitivity to and appreciation of diversity of the municipality's population

____ Responsive to issues of both commercial and residential populations

___ Maintains an effective and collaborative working relationship with other local governments

___ Takes a diplomatic approach to problem solving

___ Projects a positive image on behalf of the municipality

___ Provides management support to municipal Boards

Would you rehire this person if you were presented with the opportunity?

Information Provided by

Angie Kramer
Human Resources Director

Dale S. Sugerman

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Defendants:	The Town of Highland Beach , Jim Newill , Doris M. Trinley and John J. Sorrelli
Case Number:	9:2012cv80284
Filed:	March 13, 2012
Court:	Florida Southern District Court
Office:	West Palm Beach Office
County:	Palm Beach
Presiding Judge:	William P. Dimitrouleas
Referring Judge:	Lurana S. Snow
Nature of Suit:	Civil Rights - Other Civil Rights
Cause:	28:1441
Jurisdiction:	Federal Question
Jury Demanded By:	Both

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Today on Verdict

The EEOC Rules That Transgender Discrimination Is Sex Discrimination: The Reasoning Behind That Decision

Justia columnist and Hofstra law professor Joanna Grossman explains the EEOC ruling that discrimination against a transgender individual is sex discrimination under Title VII and related law.

By **Joanna L. Grossman**

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Represented By: Maria Elena Abate

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Defendant: The Town of Highland Beach

Represented By: Lyman Hawley Reynolds, Jr.

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Defendant: Doris M. Trinley

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Controversy and suspensions in Highland Beach

By Rebekah Monson February 14, 2011 05:19 PM

A controversy over offensive emails and suspensions has rocked Highland Beach Town Hall.

Town Manager Dale Sugerman suspended Town Clerk Beverly Brown for forwarding racist e-mails, but the town commission decided that punishment was too harsh.

The commission ordered Sugerman to issue a written reprimand to Brown rather than a suspension.

When Sugerman refused to comply, the commission suspended him for five months — the remainder of his contract — with pay.

Find more details in Tuesday's paper, and see video of heated exchanges in the commission meetings after the jump.

Exchange over Brown's suspension at the commission's Jan. 4 meeting:

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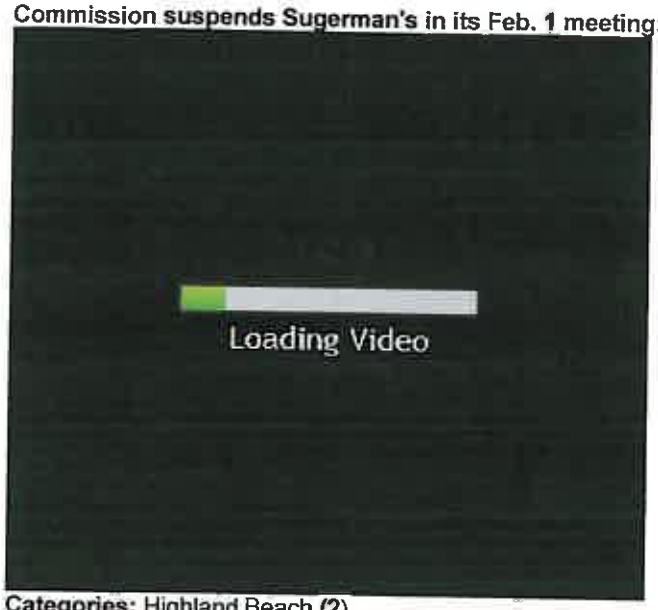
Commission suspends Sugerman's in its Feb. 1 meeting:



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As a resident of Highland Beach and a person familiar with the law, I have listened to the commission meetings and in my opinion the suspension of Town Manager Sugerman was not proper. Those who voted in favor of the suspension i.e. Mayor Newill and Commissioners Sorrelli and Tripley acted improperly. Those who voted against the suspension i.e. Vice Mayor Zwick and Commisioner Pagliaro acted properly. This whole episode is an embarrassment and the city attorney failed to dissuade an emotional Town Commission from procedural conduct that was clearly improper.

Posted by: David Buchsbaum | February 15, 2011 2:52 AM
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Sep 13, 2009 #1 | Judge It! | Report Abuse | Reply »

The residents of Highland Beach suffered a great loss and shock last week when suddenly and unexpectedly Geoffrey Vanore the much respected and liked building inspector and head of the THB Building Department was fired by the Town Manager Dale Sugarman under the pretext of not "doing his paperwork".
We know that this was just pretext for Sugarman to get rid of Geoffrey Vanore - the question is WHY and was there another reason for this untimely and unnecessary dismissal? Not even the Mayor was consulted before Sugarman made a "fete complis" and Geoffrey was out.
All HB residents and those honest contractors can
attest that Vanore was a straight shooter and
went by the book- everyone was equal before the Law and he upheld and defended the Towns written
codes without bending to outside influences or
compromising his position. He spent the extra time to help and assist residents and contractors to understand what was required and stipulated under the law and he was respectful and friendly to all who dealt with him and his office.
The loss of Vanore only once again proves that the government of Highland Beach is not working for their residents or for the good of the community- based on word on the street rumors,the THB government has for many years lived with the stigma of corruption especially with reference to construction projects- Finally this stigma could have been erased by having a respected and honest building official- SO what REALLY IS THE REASON BEHIND THIS FIRING??

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Should we regulate farm chores as child labor, or should it be up to the parents? Vote now on the Farm Chores Map.

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Sugerman withdraws from Marco manager search

Eagle staff

Saturday, April 12, 2008

Highland Beach City Manager Dale Sugerman has withdrawn from the running for Marco Island's next city manager.

Marco Island Public Information Coordinator Lisa Douglass said search firm the Mercer Group informed the city on Friday that Sugerman had dropped out of the race for the $150,000 to $180,000 a year job.

Sugerman and five other candidates were slated to visit the island Monday and Tuesday for an intensive two-day interview process. Council was slated to make its decision in a special session at 3 p.m., Tuesday.

The six finalists were announced less than a week ago by Mercer Group Vice President Tom Freijo, even after calls by two City Council members to suspend the search to look for a deeper pool of candidates and make possible revisions to the city's charter.

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Marco Island releases list of 15 candidates for city manager

By LIAM DILLON

Friday, March 14, 2008

The city of Marco Island released its list of 15 candidates for the position of city manager late Friday afternoon, reversing a decision made earlier in the week to keep the information private.

Of the 15 candidates, just one is a current public administrator in Florida, Dale S. Sugerman, the town manager of Highland Beach on the state's east coast. Twelve of the candidates work out of state, and of the remaining two candidates, one works in Florida's private sector and the other was most recently employed as a city manager in the state. Also, only one of the 15 candidates, Michael L. Stampfler, was among 61 applicants for the Naples city manager position when it was open in the fall. Stampfler did not make Naples's list of 10 finalists.

Naples hired former Marco Island City Manager Bill Moss, who was the only manager in the city's 10-year history. Former Clearwater City Manager Tony Shoemaker has held Marco's job on an interim basis since November. Shoemaker is not on the list of candidates for the permanent position.

The list of 15 was narrowed from 74 applicants by Tom Freijo, a senior vice president at Winter Haven-based The Mercer Group, the city's consulting firm in the search. Freijo also advised Naples in its city manager selection.

Freijo is scheduled to present the candidates to City Council during Monday's regularly scheduled meeting. It will be the first meeting for three newly-elected councilors: Jerry Gibson, Frank Recker and Wayne Waldack.

The names of the 15 candidates were not easy to come by as the city had maintained it wanted to keep the list private and only in the hands of the four current councilors and the three council-elects until Monday.

Shoemaker e-mailed the four current councilors and the three new members Thursday morning stating they would receive the 15 resumes on Friday in a sealed envelope from Freijo addressed directly to them.

The reason for not sending the resumes sooner, Shoemaker wrote, "is an attempt to provide some protection to the candidates that make the first cut of 12 to 18 but do not make the final cut of 6 to 8. It has happened in other communities that when the

resumes are released earlier that individuals have made phone calls to the candidates home community. This exposes the candidates to unwanted attention even though they are not a finalist."

The Daily News made a request for the 15 resumes on Friday afternoon and Shoemaker told a reporter that the seven sealed envelopes had left city hall around 2 p.m., and the city had not kept a copy of the records.

When asked whether the city was claiming an exemption from Florida's public records law by not making them available on Friday, Shoemaker said the city wasn't. He added the public records law allowed the city to have "a reasonable amount of time" to provide records and the city would be making them available on Monday. But he referred to his e-mail when asked whether the applicants' privacy concerns were the reason why the city chose its distribution method for the resumes.

"I don't think it's unusual to ask that the council review it before it's made public," Shoemaker said.

Adria Harper, a director with the First Amendment Foundation, a media-funded state open records organization, said although candidates' desire for privacy when applying for a job is understandable, it's not one of the exemptions listed from the state's public records law.

"It's not the worst thing I've ever heard of given that they're going to release them a couple days later," Harper said. "Still, public records law does not allow agencies to withhold information without a specific exemption."

"If you're applying for a public position in Florida, your information is going to be public," she added.

After speaking with Shoemaker, the Daily News contacted Councilman Bill Trotter, who went to Marco's city hall and made a copy of the resumes for city records. The city then provided the resumes to various local media outlets, including the Daily News.

Even though Freijo, the city's search consultant, had hoped to cut in half the list of 15 candidates during Monday night's meeting, some councilors are already frustrated with the selection process.

Council-elect Frank Recker replied to Shoemaker's Thursday e-mail, asking the city to hold off on reducing the number of candidates until council has more time to review the list. Recker also suggested each of the city manager candidates prepare a brief video presentation to explain why they are the best person for the job. Council could see those videos at a special meeting called as soon as March 24, he wrote.

"I don't think it's reasonable for me to go from 15 down to six in a period of one hour," Recker said in a telephone interview Friday. "I'd feel rushed if I get something that's so important to the future of the city on a Friday, have to look at it over the weekend and then make decisions during my first council meeting. I'm not ready to do that."

Incumbent Councilman Rob Popoff echoed the sentiments expressed in Recker's e-mail in a separate interview Friday. Popoff said he would make a request to delay the selection process if Recker himself didn't do it.

"To do this without any lead time is ridiculous," Popoff said. "I will move so that it doesn't happen."

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Additional Telephone Employment Reference Forms

Bambi Turner

From: Kurt Bressner [kbressner@gmail.com]
Sent: Monday, April 30, 2012 3:31 PM
To: Bambi Turner
Subject: Dale Sugerman Reference

Bambi,

I had an opportunity to review the agenda packet for Wednesday's meeting. I have no reservations about Dale's ability to be Town Manager. My comments on the evaluation were specific to his role and function as Assistant City Manager between my arrival in April 2000 and Dale's departure in early 2005 to be Town Manager in Highland Beach. This was seven years ago. If the Commission has any questions regarding my review, please clarify the context of the reference check and affirm my belief that he has the skills, knowledge, abilities and experience to be an excellent Town Manager.

As I recall, Dale received a positive review of all three of us as a semi-finalist.

Thanks,

Kurt

Kurt Bressner
561-436-2328 (Cell)
Sent from my iPad

Copy of Personnel File from Public Records Request

DALE S. SUGERMAN Ph.D.
150 Las Brisas Circle
Hypoluxo, FL 33462
561-582-5355
e-mail: DaleSugerman@excite.com

May 3, 2011

Via Certified Mail- Return Receipt Requested

MAY 4 2011

The Highland Beach Town Commission
Town Hall
3614 S. Ocean Boulevard
Highland Beach, FL 33462

RE: Written Notice

As per Section 1 D of our employment agreement dated August 5, 2008, this letter shall serve as notice that I plan to engage in teaching, consultation or other business opportunities that do not interfere with my employment with the Town during my off-duty hours. In particular, I plan to do some part-time temporary consulting utility work for a private firm. I also plan to continue to teach Masters Degree level coursework for two separate universities in the tri-county area.

Thank you for your attention to this matter.

Dale S. Sugerman

Dale S. Sugerman, Ph.D.
Town Manager

Town of Highland Beach

3614 SOUTH OCEAN BOULEVARD • HIGHLAND BEACH, FLORIDA 33487

Palm Beach County, Florida

561-278-4548
FAX 561-265-3582

Mayor:
Jim Newill, CPA
Vice Mayor:
Miriam S. Zwick
Commissioners:
Doris M. Trinley
John J. Sorrelli
John J. Pagliaro
Town Manager:
Dale S. Sugerman, Ph. D.

February 25, 2011

COPY

Mr. Dale S. Sugerman, PhD.
150 Las Brisas Circle
Hypoluxo, FL. 33462

Dear Mr. Sugerman:

I am writing you to notify you of action which took place at the Special Meeting of the Town Commission held on February 15, 2011. At that meeting the Town Commission voted not to extend your contract as Town Manager beyond June 30, 2011.

Accordingly, your contract as Town Manager expires on June 30, 2011. The Town Commission has instructed me to send you notice of this action.

Very truly yours,

Jim Newill, CPA, Mayor
Town of Highland Beach

JWD/bmb

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

DALE S SUGERMAN PH. D.

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00100.a
Introduction to the Incident Command System,
ICS-100

Issued this 26th Day of May, 2010

AUTHORIZED IACET PROVIDER

0.3 IACET CEU

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

DALE S SUGERMAN PH. D.

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00200.a
ICS for Single Resources and Initial Action Incidents, ICS-200

Issued this 7th Day of June, 2010

AUTHORIZED IACET PROVIDER

0.3 IACET CEU

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

DALE S SUGERMAN PH. D.

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00700.a
National Incident Management System (NIMS)
An Introduction

Issued this 4th Day of June, 2010

AUTHORIZED IACET PROVIDER

0.3 IACET CEU

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

Emergency Management Institute

FEMA

This Certificate of Achievement is to acknowledge that

DALE S SUGERMAN PH.D.

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00800.b
National Response Framework, An Introduction

Issued this 2nd Day of June, 2010

AUTHORIZED IACET PROVIDER

0.3 IACET CEU

Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

TOWN OF HIGHLAND BEACH
3614 South Ocean Boulevard
Highland Beach, FL 33487

PURCHASE REQUISITION

(for purchases over $500.00)

REQUESTED BY: Dale S. Sugerman
DEPT. NAME/#: 001-512.000 - Town Manager
DATE: 15-Oct-09

COMPANY ORDERED FROM:

Dale S. Sugerman

APPROVED BY:
DEPT. HEAD:
FINANCE DIR: CDC
TOWN MANAGER:

EXPENSE ACCOUNT	QUAN.	ITEM#	DESCRIPTION (page # *required* for Office Depot orders)	UNIT PRICE	AMOUNT
512-5010-515.200	1		Educational Incentive Pay for Bachelor of Arts		$4,000.00
CLICK HERE FOR ACCT. #S:			Degree		
CLICK HERE FOR ACCT. #S:					
CLICK HERE FOR ACCT. #S:			To be paid with the first paycheck after 1/1/10		
CLICK HERE FOR ACCT. #S:					
CLICK HERE FOR ACCT. #S:					
CLICK HERE FOR ACCT. #S:					
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CLICK HERE FOR ACCT. #S:					
CLICK HERE FOR ACCT. #S:					
CLICK HERE FOR ACCT. #S:					
CLICK HERE FOR ACCT. #S:					
				TOTAL	$4,000.00

TOWN OF HIGHLAND BEACH
3614 South Ocean Boulevard
Highland Beach, FL 33487

PURCHASE REQUISITION

(for purchases over $500.00)

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CLICK HERE FOR ACCT. #S:					
CLICK HERE FOR ACCT. #S:			To be paid with the first paycheck after 1/1/10		
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CLICK HERE FOR ACCT. #S:					
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CLICK HERE FOR ACCT. #S:					
CLICK HERE FOR ACCT. #S:					
				TOTAL	$4,000.00

OFFICE OF THE REGISTRAR — UNIVERSITY OF CINCINNATI — CINCINNATI, OHIO 45221
STUDENT'S OFFICIAL PERMANENT RECORD

NAME: DALE S SUGERMAN (First, Middle, Last)

ADDRESS: 1633 MALLARD DRIVE
CLEVELAND OH 44124

PARENT OR GUARDIAN: MR & MRS PHILIP SUGERMAN
ADDRESS: 1633 MALLARD DRIVE
CLEVELAND OH 44124

BIRTH DATE: [redacted] PLACE:
ENTERED U. C. FROM:
ENTRANCE DATE: AUTUMN 1970 STUDENT NO. [redacted]

COLLEGE: ARTS & SCIENCES

FACULTY ACTIONS (for the student's academic Quarter immediately following the date of the action unless stated otherwise):

DEGREES AWARDED: B A POLIT SCI 6/09/74

TRANSCRIPTS
11-27-73
3/21/74
6-15
12-
6-1-
3-3-78
12-22-78

UNDERGRADUATE GRADING SYSTEM
A—Excellent—4 F—Failure—0 S—Satisfactory, Passing—none
B—Good—3 I—Incomplete—0 U—Unsatisfactory—none
C—Fair—2 X—Unofficial Withdrawal—0 T—Audit—none
D—Poor—1 W—Official Withdrawal—none N—No Grade Reported—none

All undergraduate colleges require a C average for graduation. The awarding of a degree is based upon required subjects rather than upon credits.

GRADUATE GRADING SYSTEM
A—Excellent—Work of Exceptional Quality
B—Good—Work of Commendable Quality
C—Fair—Work of Acceptable But Not Distinguished Quality
F—Unsatisfactory
I—Incomplete
W—Withdrawn
S—Satisfactory
T—Audit
N—No Grade Reported

13—Grad. Dept. of Community Planning
14—Grad. School of Arts & Sciences
15—Arts and Sciences
16—College—Conservatory of Music
17—University College
18—Education and Home Economics
20—Engineering
21—College of Community Services
22—Business Administration
23—Design, Architecture, and Art
24—Law
25—Pharmacy
26—Medicine
27—Tri-County Academic Center
28—Raymond Walters Branch
29—Nursing and Health
30—Nursing College
31—Summer School
32—Ohio College of Applied Science
33—Ohio Mechanics Institute

Official when sealed and initialed by the Registrar or his representative.

Coll. No.	Area	Course No.	Course Title	Quarter Credit Hours	Grade	Quality Points
			AUTUMN QTR 1970-71			
15	ENGLISH	101	FRESHMAN ENGLISH	3.0	B	9.0
15	BIOLOGY	101	BIOLOGY LECTURE	3.0	C	6.0
15	BIOLOGY	111	BIOLOGY LAB	2.0	C	4.0
15	PSYCH	141	INTRO PSYCHOLOGY	3.0	C	6.0
15	HISTORY	110	AM HIST 1607-1840	3.0	B	9.0
CUM HR C	14.0	HR E	14.0 QP 34.0	AVG 2.4285		
CURR COLL	S HR		N HR	TOT HR		14.0
			WINTER QTR 1970-71			
15	ENGLISH	102	FRESHMAN ENGLISH	3.0	B	9.0
15	BIOLOGY	102	BIOLOGY LECTURE	3.0	B	9.0
15	BIOLOGY	112	BIOLOGY LAB	2.0	B	6.0
15	PSYCH	142	INTRO PSYCHOLOGY	3.0	B	9.0
15	HISTORY	111	AM HIST 1840-1900	3.0	A	12.0
			SPRING QTR 1970-71			
15	ENGLISH	103	FRESHMAN ENGLISH	3.0	B	9.0
15	BIOLOGY	103	BIOLOGY LECTURE	3.0	C	6.0
15	BIOLOGY	113	BIOLOGY LAB	2.0	C	4.0
15	PSYCH	143	INTRO PSYCHOLOGY	3.0	B	9.0
15	HISTORY	112	AM HIST 1900-PREST	3.0	B	9.0
17	BUS LAW	271	BUSINESS LAW I	3.0	A	12.0
CUM HR C	45.0	HR E	45.0 QP 128.0	AVG 2.8444		
CURR COLL	S HR		N HR	TOT HR		45.0

STUDENT ACADEMICALLY ELIGIBLE TO RE-ENROLL UNLESS OTHERWISE INDICATED. ONLY ACADEMIC INFORMATION INCLUDED.

Coll. No.	Area	Course No.	Course Title	Quarter Credit Hours	Grade	Quality Points
			AUTUMN QTR 1971-72			
15	ENGLISH	201	SURVEY OF AMER LIT	3.0	B	9.0
15	SPANISH	101	ELEMENTARY SPANISH	3.0	A	12.0
15	MATH	107	ELEM PROB AND STAT	3.0	B	9.0
15	PHILOS	104	PROBLMS PHILOSOPHY	3.0	W	
15	ECON	101	INTRO TO ECONOMICS	3.0	A	12.0
15	POL SCI	101	AMERICAN GOVERNMNT	3.0	B	9.0
CUM HR C	60.0	HR E	60.0 QP 179.0	AVG 2.9833		
CURR COLL	S HR		N HR	TOT HR		60.0

REPORT PERIOD: WINTER 03 21 72
STUDENT NUMBER: [redacted]

COLL. NO.	AREA	COURSE NO	COURSE TITLE	CREDIT HRS. CARRIED	GR	QUALITY POINTS
15	ENGLISH	202	SURVEY OF AMER LIT	3	B	9
15	SPANISH	102	ELEMENTARY SPANISH	3	B	9
15	MATH	108	ELEM PROB AND STAT	3	D	3
15	ECON	102	INTRO TO ECONOMICS	3	A	12
15	POL SCI	102	AMERICAN GOVERNMNT	3	A	12
15	POL SCI	310	CONFLICT CON RES	3	B	9

	CREDIT HRS. CARRIED	CREDIT HRS. EARNED	QUALITY POINTS	QUALITY PT. AVERAGE		"S" HOURS	"N" HOURS	ADVANCE STANDING	TOTAL HOURS
CURRENT QUARTER	18.0	18.0	54.0	3.0000					
CREDIT TOTAL	78.0	78.0	233.0	2.9872	TOTALS				78.0

*REG FORM 1192A 20M 1-71

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The Board of Directors of the

UNIVERSITY OF CINCINNATI

on the recommendation of the Faculty of the

McMICKEN COLLEGE OF ARTS & SCIENCES

of the University, does hereby confer upon

DALE STEPHEN SUGERMAN

the degree of

BACHELOR OF ARTS

with all the rights and privileges appertaining thereto. Given at Cincinnati, Ohio this ninth day of June, nineteen hundred and seventy-four.

James D. Earley
CHAIRMAN OF THE BOARD OF DIRECTORS

Ralph C. Busiek
CLERK OF THE BOARD OF DIRECTORS

Warren Bennis
PRESIDENT OF THE UNIVERSITY

Campbell Crockett
DEAN

NAME: DALE S SUGERMAN

COLL. NO.	AREA	COURSE NO.	COURSE TITLE	CREDIT HRS. CARRIED	GR.	QUALITY POINTS
			SPRING 06 08 72 [redacted]			
15	ENGLISH	203	SURVEY OF AMER LIT	3	A	12
15	SPEECH	141	FUNDMTLS OF SPEECH	3	A	12
15	SPANISH	103	ELEMENTARY SPANISH	3	B	9
15	MATH	109	ELEM PROB AND STAT	3	A	12
15	ECON	103	INTRO TO ECONOMICS	3	A	12
15	POL SCI	103	AMERICAN GOVERNMNT	3	A	12

DEANS LIST 3.8333

	CREDIT HRS. CARRIED	CREDIT HRS. EARNED	QUALITY POINTS	QUALITY PT. AVERAGE	"S" HOURS	"N" HOURS	ADVANCE STANDING	TOTAL HOURS
CURRENT QUARTER	180	180	690	38333				960
CURRENT COLLEGE	960	960	3020	31458	TOTALS			

COLL. NO.	AREA	COURSE NO.	COURSE TITLE	CREDIT HRS. CARRIED	GR.	QUALITY POINTS
			AUTUMN 12 14 72 [redacted]			
15	SPEECH	537	FILM AS ART-COMMUN	3	B	9
15	SPANISH	211	INTER CONVR SPANISH	3	B	9
15	POL SCI	231	INTRO TO POL ANAL	4	A	16
15	POL SCI	563	GOVT POL MID EAST	4	B	12
15	POL SCI	586	AMER FOREIGN POL	3	B	9
18	PHYS ED	143	REG PE-BOWLING I	1	A	4

	CREDIT HRS. CARRIED	CREDIT HRS. EARNED	QUALITY POINTS	QUALITY PT. AVERAGE	"S" HOURS	"N" HOURS	ADVANCE STANDING	TOTAL HOURS
CURRENT QUARTER	180	180	590	32777				1140
CURRENT COLLEGE	1140	1140	3610	31666	TOTALS			

COLL. NO.	AREA	COURSE NO.	COURSE TITLE	CREDIT HRS. CARRIED	GR.	QUALITY POINTS
			WINTER 03 22 73 [redacted]			
15	SPANISH	212	INTER CONVR SPANISH	3	C	6
15	POL SCI	232	INTRO TO POL ANAL	4	B	12
15	POL SCI	312	AMERICAN CONGRESS	3	A	12
15	POL SCI	564	GOVT&POL MID EAST	4	B	12
15	POL SCI	587	AMER FOREIGN POLICY	3	B	9

	CREDIT HRS. CARRIED	CREDIT HRS. EARNED	QUALITY POINTS	QUALITY PT. AVERAGE	"S" HOURS	"N" HOURS	ADVANCE STANDING	TOTAL HOURS
CURRENT QUARTER	170	170	510	30000				1310
CURRENT COLLEGE	1310	1310	4120	31450	TOTALS			

COLL. NO.	AREA	COURSE NO.	COURSE TITLE	CREDIT HRS. CARRIED	GR.	QUALITY POINTS
			SPRING 06 07 73 [redacted]			
15	SPANISH	213	INTER CONVR SPANISH	3	C	6
15	POL SCI	426	SCIENCE PUBLIC POL	3	B	9
15	POL SCI	588	U S FOREIGN RELTNS	3	A	12
15	POL SCI	602	PUBLIC OPINION	3	B	9
18	PHYS ED	175	GEN PE LIFE SAVING	2	A	8

	CREDIT HRS. CARRIED	CREDIT HRS. EARNED	QUALITY POINTS	QUALITY PT. AVERAGE	"S" HOURS	"N" HOURS	ADVANCE STANDING	TOTAL HOURS
CURRENT QUARTER	140	140	440	31428				1450
CURRENT COLLEGE	1450	1450	4560	31448	TOTALS			

COLL. NO.	AREA	COURSE NO.	COURSE TITLE	CREDIT HRS. CARRIED	GR.	QUALITY POINTS
			AUTUMN 12 20 73 [redacted]			
15	HISTORY	507	INTELLEC HIST OF US	3	B	9
15	POL SCI	304	STATE GOVT+POLITICS	3	S	
15	POL SCI	315	JUDICIAL PROCESS	3	C	6
15	POL SCI	491	INDIVIDUAL WORK	3	A	12
18	PHYS ED	141	GEN PE ARCHERY	1	A	4
22	ACCTG	101	ACCT PRIN CNCPT I	3	W	

	CREDIT HRS. CARRIED	CREDIT HRS. EARNED	QUALITY POINTS	QUALITY PT. AVERAGE	"S" HOURS	"N" HOURS	ADVANCE STANDING	TOTAL HOURS
CURRENT QUARTER	100	100	310	30000				150P
CURRENT COLLEGE	1550	1550	4870	31419	TOTALS	3P		

COLL. NO.	AREA	COURSE NO.	COURSE TITLE	CREDIT HRS. CARRIED	GR.	QUALITY POINTS
			WINTER 03 21 74 [redacted]			
15	SPEECH	143	INTRO INTERPER COMM	3	A	12
15	HISTORY	508	INTELLEC HIST OF US	3	C	6
15	POL SCI	492	INDIVIDUAL WORK	3	A	12
15	POL SCI	524	POLITICS OF ENVIR	3	A	12
17	FINANCE	272	SURVEY OF INVESTMNT	3	A	12

DEANS LIST 3.6000

	CREDIT HRS. CARRIED	CREDIT HRS. EARNED	QUALITY POINTS	QUALITY PT. AVERAGE	"S" HOURS	"N" HOURS	ADVANCE STANDING	TOTAL HOURS
CURRENT QUARTER	150	150	480	32000				1680
CURRENT COLLEGE	1850	1850	5890	31837	TOTALS	3P		

COLL. NO.	AREA	COURSE NO.	COURSE TITLE	CREDIT HRS. CARRIED	GR.	QUALITY POINTS
			SPRING 06 13 74 [redacted]			
15	PHILOS	453	PROB-POL SOC PHIL M	3	B	9
15	HISTORY	509	INTELLEC HIST OF US	3	B	9
15	POL SCI	514	WOMEN AND POLITICS	3	W	
15	POL SCI	673	INTERNATIONAL LAW	3	A	12
17	SPEECH	271	PUBLIC SPEAKING	3	B	9
22	MKTNG	471	ADVERTISING	3	B	9

	CREDIT HRS. CARRIED	CREDIT HRS. EARNED	QUALITY POINTS	QUALITY PT. AVERAGE	"S" HOURS	"N" HOURS	ADVANCE STANDING	TOTAL HOURS
CURRENT QUARTER	150	150	480	32000				1880
CURRENT COLLEGE	1850	1850	5890	31837	TOTALS	3P		

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University of Cincinnati
P.O. Box 210063
Cincinnati, OH 45221-0063
United States
Phone: (513) 556-2201
Fax: (513) 556-3010
Web: www.uc.edu

Institutional Accreditation by the ***North Central Association of Colleges and Schools (NCA-HLC), The Higher Learning Commission***.

CHEA®
Council for Higher Education Accreditation

One Dupont Circle NW • Suite 510
Washington DC 20036-1135
(tel) 202-955-6126
(fax) 202-955-6129
chea@chea.org
Last Modified: 11/14/2007

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EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 5TH day of AUGUST, 2008, by and between the Town of Highland Beach, Florida, a municipal corporation, hereinafter called "Town", and Dale S. Sugerman, hereinafter called "Employee", pursuant to these terms and conditions:

W I T N E S S E T H:

WHEREAS, the Town originally entered into an Employment Agreement with the Employee dated February 18, 2005, which was subsequently modified by Resolution No. 839 dated July 5, 2005; and

WHEREAS, the Town desires to reinforce and restate its desires to continue to employ the services of Dale S. Sugerman as Town Manager of the Town of Highland Beach, Florida, pursuant to Section 3.01 of the Town Charter of Highland Beach, Florida; and

WHEREAS, it is the desire of the Town Commission, hereinafter called "Commission", to reassert certain benefits and requirements regarding the employment of said Employee by the Town; and

WHEREAS, Employee wishes to accept continued employment as Town Manager under the terms and conditions recited herein.

NOW, THEREFORE, Town and Employee agree to the following:

Section 1. **TERMS OF EMPLOYMENT**

A. It is recognized that Employee's original term of employment shall have commenced on March 7, 2005 and shall continue without interruption through the implementation of this Agreement. This Agreement shall be for a term of three years, from July 1, 2008 until June 30, 2011 subject to the termination provisions set forth in Section 1, Paragraph B of this Agreement and the notice provision set forth in Section 4, Paragraph B of this Agreement. After June 30, 2011, this Agreement shall automatically be renewed on a year-to-year basis for up to three (3) additional one (1) year terms, subject to the termination provisions set forth in Section 1, Paragraph B and the notice provision set forth in Section 4, Paragraph B of this Agreement.

B. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Town Commission at any time upon an affirmative vote of not less than three (3) members of the Town Commission to terminate this Agreement and the services of Employee at any time in accord with Section 3.01 of the Town Charter. In such event, the provision set forth in Section 4, Paragraph A of this Agreement shall apply.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with the Town, subject to the notice provisions set forth in Section 4, Paragraph B of this Agreement.

D. The Employee agrees to remain in the exclusive employ of the Town and not become employed by any other municipal or local government employer while employed by the Town. However, the Employee may engage in teaching, consultation or other business opportunities that do not interfere with his employment with the Town during his off-duty hours. The Employee will provide written notice to the Town Commission whenever he does engage in teaching, consultation or other business opportunities.

E. The Town's business and management affairs obligate the Employee to routinely work or represent the Town beyond regular or customary Town Hall business office hours or work days. The Employee shall receive no overtime pay or additional compensation for any such time or work. In consideration of this obligation and provided Employee's duties are performed in a timely manner as determined in the sole discretion of the Town, the Employee's work day schedule may, from time to time, be flexible or other than usual Town Hall business office hours or work days.

Section 2. **DUTIES**

Town agrees to continue the employment of Dale S. Sugerman as Town Manager of the Town of Highland Beach, Florida, to perform the functions and duties specified in Section 3.01 and Section 4.01 of the Town Charter and Section 2-48 of the Town Code, as amended or modified from time to time and as otherwise specified in the Town Charter and Town Code of Ordinances, and to perform other legally permissible and proper duties and functions as the Commission shall from time to time assign.

Section 3. **SALARY**

Town agrees to pay Employee, for his services rendered, the annual base salary established by a vote of the Commission on March 4, 2008, in installments at the same time as other employees of the Town are paid. Effective with the adoption of this Employment Agreement, the job title of Town Manager shall be removed from the Town's pay plan, and only the terms and conditions of this Agreement shall govern the salary of the Employee. Town shall provide to Employee any and all cost-of-living adjustments provided to all other employees of the Town at such time that the general employees receive a cost-of-living adjustment. In addition, no later than the anniversary date of employment (March 7th of each year), and based

upon an annual salary/performance review of said Employee, Town may award Employee a merit increase not to exceed five percent (5%) of base salary. Said review shall be completed prior to the Employee's anniversary date and shall focus on (but shall not be limited to) the following areas:

A. Fiscal management

B. Management and organization of Town employees

C. Management of Town assets

D. Program development and follow-through

E. Community relations

F. Communication ability with the Town Commission and others

G. Intergovernmental relations

H. Management style.

Section 4. **TERMINATION CONDITION**

A. In the event Employee is notified by the Town that he is to be terminated by the Town Commission, the Town agrees to pay Employee a lump sum cash payment equal to twelve (12) months aggregate salary plus accrued vacation and sick leave pursuant to the Town Personnel Rules and Regulations to be payable on the effective date of termination. Provided further that the Employer will continue to pay health and medical benefit premiums and provide health insurance coverage for Employee for twelve (12) months from the effective date of termination.

B. In the event Employee intends to resign his position then Employee shall give Town a minimum of ninety (90) days notice in advance, unless the parties otherwise agree in writing. In the event Employee resigns he will not receive the twelve (12) months aggregate

salary set forth in Section 4.A. Employer will continue health and medical benefits for Employee pursuant to COBRA at Employee's expense.

C. In the event Employee is terminated because of his conviction or plea of guilty of any felonious act, then, in that event, the Town shall have no obligation to pay the aggregate severance sum.

D. In the event of Employee's death this Agreement shall be terminated as of the date of death. In the event of Employee's death, the Town shall pay Employee's designated beneficiary all accrued benefits due Employee under this Agreement within thirty (30) working days of the Employee's death.

Section 5. **AUTOMOBILE**

During the term of this Agreement, the Town will budget funds for and will make monthly payments toward the Employee's lease of a mid-size SUV type vehicle (or equivalent) up to an amount equal to $500.00 per month. If the Employee leases a hybrid vehicle, the Town will make up to an additional monthly payment of $100.00 toward that lease. The leased vehicle shall be selected by the Employee and may be used both for business and personal use up to a total of 12,000 miles per year; however, the vehicle may not be taken out of the State of Florida. For all miles in excess of 12,000 per year, Employee shall reimburse the Town for each mile in excess at the equivalent IRS mileage reimbursement amount current at the time. The Town shall also provide standard vehicle insurance coverage, fuel and maintenance for the vehicle. It is anticipated that the leasing of the vehicle will begin sometime after January 2009. Once the lease program for this vehicle commences, the Town's monthly payment of a $500.00 automobile allowance to the Employee will cease.

Section 6. **VACATION AND SICK LEAVE**

Employee shall receive and accrue vacation to the same extent as exempt employees and shall receive and accrue sick leave to the same extent as every Town employee based on the criteria set out in the Town Personnel Rules and; be compensated for same upon separation to the same extent as general employees of the Town based on the criteria set out in the Town Personnel Rules and Regulations.

Section 7. **HOLIDAYS**

Employee shall be entitled to the same paid holidays as are provided to the other general employees of the Town.

Section 8. **DISABILITY, HEALTH AND LIFE INSURANCE**

Employee shall receive the same disability and health/hospitalization benefits as are granted to other employees of the Town. The health/hospitalization benefit includes the Employer paying the monthly insurance premium for the Employee and one dependant. Employer shall continue to provide Employee with a term life insurance policy of One Hundred Fifty Thousand ($150,000) Dollars while Employee is employed under this Agreement; the beneficiary of that policy to be determined by the Employee.

Section 9. **RETIREMENT**

The Town agrees to continue to keep in place for the Employee the current retirement programs offered by the International City Management Association Retirement Corporation (ICMA-RC) including the Highland Beach 401 Retirement Plan, the Highland Beach 457 Retirement Plan, and the Highland Beach 401 Voluntary Retirement Plan and to continue to fund same on Employee's behalf.

The Employer shall continue to contribute to the ICMA-RC retirement plan (Highland Beach 457 Retirement Plan) an amount equal to fifteen percent (15%) of the Employee's annual salary, payable in installments to the plan at the same time as other employee contributions might be paid into the plan, subject to IRS imposed maximum limitations.

Section 10. **PROFESSIONAL/EDUCATIONAL PARTICIPATION**

A. The Town agrees to budget and to pay for the professional dues and subscriptions of the Employee necessary for his continuation and full participation in national, international, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the Town.

B. The Town agrees to budget for and pay the reasonable and necessary travel and subsistence expenses of the Employee for professional and official travel, meetings and occasions adequate to continue the professional development of the Employee, and to adequately pursue necessary official and other functions for the Town, including, but not limited to the Annual Conference of the ICMA, the International Committee meetings of the ICMA, the Florida City/County Manager's Association and such other regional, state and local governmental groups and committees thereof which the Employee serves as a member. For all travel which occurs outside the United States, the Town will allow the Employee to use administrative time off for that travel, but the Town will not cover the expense of lodging and transportation to and from any of those international_meetings. The Employee will be granted Administrative Leave time off to participate in any of the activities described within this paragraph.

C. The Town also agrees to budget and to pay for the reasonable and necessary travel and subsistence expenses of the Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Town.

Section 11. **BUSINESS EXPENSES**

A. Town agrees to reimburse Employee for all ordinary and necessary business-related expenses incurred by Employee in the performance of his duties hereunder upon presentation to the Finance Director of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

B. Town agrees to provide Employee with the appropriate technology to perform his duties, which shall include a desktop computer, a laptop computer, and a Nextel Blackberry cell phone (or equivalent) required for the Employee to perform the job and to maintain communication with elected officials, Town staff and the general public outside of normal business hours.

Section 12. **INDEMNIFICATION**

The Town shall provide a legal defense, and indemnification against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring within the scope of Employee's employment and performance of Employee's duties and functions, under the same terms and conditions as provided to other employees of the Town in accordance with the requirements and provisions of the Town Charter and Code of Ordinances of the Town of Highland Beach. The Town shall have the right to compromise and settle any such claims or suit and pay the amount of any such settlement or judgment rendered thereon, in its sole discretion.

Section 13. **BONDING**

The Town shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 14. **OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

A. The Town and Employee may mutually agree to modify, amend or fix such other terms and conditions of employment as may be determined, from time to time, to be necessary or appropriate, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Town Charter or any other law.

B. In addition to the benefits cited within this Agreement, Town agrees to provide Employee with any and all benefits that apply to other employees of the Town.

Section 15. **GENERAL PROVISIONS**

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

B. This Agreement shall be interpreted pursuant to the Laws of the State of Florida. Venue for any dispute shall be Palm Beach County, Florida.

C. If any provision, or any portion thereof, contained in this Employment Agreement is held 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.

[The balance of this page has been left blank]

IN WITNESS WHEREOF, the Town of Highland Beach, Florida, has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested to by its Town Clerk, and approved as to form by the Town Attorney, and the Employee has signed and executed this Agreement in duplicate on the day and year first above written.

Witness

Witness

Witness

Witness

By: _____
Dale S. Sugerman, Ph.D., Town Manager

Town of Highland Beach

By: _____
Jim Newill, CPA, Mayor

Attest: _____
Town Clerk

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

By: _____
Town Attorney

Town of Highland Beach

3614 SOUTH OCEAN BOULEVARD • HIGHLAND BEACH, FLORIDA 33487

Palm Beach County, Florida

561-278-4548
FAX 561-265-3582

Mayor:
Jim Newill, CPA
Vice Mayor:
Miriam S. Zwick
Commissioners:
Doris M. Trinley
John J. Sorrelli
John J. Pagliaro
Town Manager:
Dale S. Sugerman, Ph. D.

On this date, February 1, 2011, Dale Sugerman turned in the following Town of Highland Beach items:

- FILE CABINET
- KEYS - TOWN MASTER KEY
- KEY TO MANAGER'S OFFICE
- TOWN ID
- MASTERCARD - ENDING 8858
- GAS CARD - MARATHON - ENDING 3264-4
- CELL PHONE - BLACK BERRY
- LAPTOP
- CELL CHARGER
- LAPTOP CHARGER (2)

Signed: Dale S. Sugerman Date: 2/1/11

Signed: [illegible] Date: 2/1/11

Town of Highland Beach

3614 SOUTH OCEAN BOULEVARD • HIGHLAND BEACH, FLORIDA 33487

Palm Beach County, Florida

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Mayor:
Jim Newill, CPA

Vice Mayor:
Miriam S. Zwick

Commissioners:
Doris M. Trinley
John J. Sorrelli
John J. Pagliaro

Town Manager:
Dale S. Sugerman, Ph. D.

February 23, 2011

Mr. Dale S. Sugerman, PhD.
150 Las Brisas Circle
Hypoluxo, FL. 33463

Ref: Annual Performance Review

Dear Mr. Sugerman:

In accordance with Section 3 – Salary, of your Employment Contract, enclosed please find the Employee Performance Evaluations submitted by the Town Commission.

Sincerely,

Beverly M. Brown
Town Clerk

CC: Mayor Jim Newill, CPA
Town Attorney Thomas Sliney

Registered Mail #7008 1300 0000 9554 0653

Managerial Employee Performance Evaluation

Name: Dale Sugerman		**Employee No:**	**Date:** 3/7/2011
Department: Town Manager's Office		**Job title:** Town Manager	
Date of Hire: 3/07/2005	**Last Review:** 3/07/10	**Date EE Began Present Position:** 3/07/2005	**Date of Next Review:** 3/7/2012

☐ **6 Month Review** ☒ **Annual** ☐ **Promotion** ☐ **End of Introductory Period** ☐ **Other** _____

KEY TO RATINGS

E: EXCELLENT – Performs all tasks in an exceptional manner. **S: SATISFACTORY** – Performs all tasks satisfactorily.
G: GOOD – Performs many tasks well and all other tasks adequately.
F: FAIR – Performs most tasks satisfactorily, but not all. **U: UNSATISFACTORY** – Fails to perform many tasks well.

1. RESPONSIBILITIES – *List the current status of overall responsibilities.*

Per Contract. Currently on suspension until contract ends.

2. ACCOMPLISHMENTS – *List major job related achievements since last evaluation.*

overshadowed by failure to carry out direct order from the Commission.

3. JOB KNOWLEDGE – *Possesses a clear understanding of the responsibilities and tasks he or she must perform.*

OVERALL RATING:	E ☒	G ☐	S ☐	F ☐	U ☐
Comments:	Knows job requirements well.				

4. MANAGERIAL SKILLS – *Able to effectively direct the operations and staff of his/her department.*

OVERALL RATING:	E ☐	G ☐	S ☐	F ☐	U ☒
Comments:	Seems to rotate from department head to department head with a vendetta style of operating.				

5. DEPARTMENT STRUCTURE – *Demonstrates an ability to evaluate the function of his/her department, assess its needs, and develop an effective framework to carry-out its objectives*

OVERALL RATING:	E ☐	G ☒	S ☐	F ☐	U ☐
Comments:					

6. JOB PRODUCTIVITY – *Demonstrates the ability and commitment to achieve results both on a quantitative and qualitative basis.*

OVERALL RATING:	E ☐	G ☐	S ☐	F ☒	U ☐
Comments:					

7. PROBLEM SOLVING – *Demonstrates an ability to solve problems and make decisions regarding day-to-day situations that develop in the workplace.*

OVERALL RATING:	E ☒	G ☐	S ☐	F ☒	U ☐
Comments:					

8. CONFLICT RESOLUTION – *Demonstrated a skill to minimize conflicts within the organization's staff by encouraging open lines of communication, treating all staff fairly, fostering team spirit, and maintaining an air of professionalism and credibility.*

OVERALL RATING:	E ☐	G ☐	S ☐	F ☐	U ☒
Comments:	causes conflicts and does not treat staff fairly. Team spirit is very low.				

9. ADMINISTRATIVE SKILL – *Utilizes organizational procedures regarding record control, documentation of employee performance and the compilation and preparation of all reports which compromise the organization's key information base.*

OVERALL RATING:	E ☐	G ☐	S ☒	F ☐	U ☐
Comments:	He can not recall whether reprimands on his direct report have been put in personnel file.				

10. Time Management – *Demonstrates an ability to meet the deadlines and time constraints of the organization effectively through proper delegation of work, control over ongoing projects and minimizing stress in the workplace.*

OVERALL RATING:	E ☐	G ☐	S ☐	F ☐	U ☒
Comments:	He creats a great deal of stress in the workplace.				

11. DEPENDABILITY – *Can be relied upon to complete assigned tasks, and is conscientious about attendance and timeliness.*

OVERALL RATING:	E ☒	G ☐	S ☐	F ☐	U ☐
Comments:	He is factidious in this area.				

12. COOPERATION – *Demonstrates a willingness to work with others. Responds willingly to changes in procedure, process, responsibility and assignments.*

OVERALL RATING:	E ☐	G ☐	S ☐	F ☐	U ☒
Comments:	Has difficulty working with others.				

13. INITIATIVE – *Demonstrates an ability to think and act independently. Originates innovative ideas and methods that could improve the overall quality and efficiency of his/her job assignments.*

OVERALL RATING:	E ☐	G ☒	S ☐	F ☐	U ☐
Comments:	He is best when left alone limited contact with other employees, contractors and residents.				

14. WORK ENVIRONMENT AND SAFETY – *Maintains a safe environment, follows safety regulations and actively contributes towards a safe workplace.*

OVERALL RATING:	E ☒	G ☐	S ☐	F ☐	U ☐
Comments:					

15. OVERALL PERFORMANCE – *Overall appraisal of the employee's job performance.*

OVERALL RATING:	E ☐	G ☐	S ☐	F ☒	U ☐
Comments:					

ACTION PLAN – *The attached criteria is important to properly evaluate your performance. The following Action Plan describes your specific strengths and weaknesses and what can be done to improve your position toward continued growth.*

Major weak points:	on suspension and contract ended so the point becomes mute.
These weak points can be strengthened by:	
Major strong points are:	
These strong points can be more effectively utilized by:	

J Merrill, MAJOR
Supervisor Signature

2/10/11
Date

Has this report been discussed with employee? ☐ YES ☒ NO

If NO, Reason why:	Employee is on suspension.
If YES, Employee comments:	

Supervisor Signature

Date

Employee Signature

Date

Managerial Employee Performance Evaluation

Name: Dale Sugerman		**Employee No:**	**Date:** Mar. 7, 2010
Department: Please Select Department		**Job title:** Please Select Job Title	
Date of Hire: 3/07/2005	**Last Review:** 3/07/09	**Date EE Began Present Position:** 3/7/2005	**Date of Next Review:** 3/7/2011

☐ **6 Month Review** ☐ **Annual** ☐ **Promotion** ☐ **End of Introductory Period** ☐ **Other** _____

KEY TO RATINGS

E: EXCELLENT – Performs all tasks in an exceptional manner. **S: SATISFACTORY** – Performs all tasks satisfactorily.
G: GOOD – Performs many tasks well and all other tasks adequately.
F: FAIR – Performs most tasks satisfactorily, but not all. **U: UNSATISFACTORY** – Fails to perform many tasks well.

1. RESPONSIBILITIES – *List the current status of overall responsibilities.*

Listed in his contract.

2. ACCOMPLISHMENTS – *List major job related achievements since last evaluation.*

Completed water main line.

3. JOB KNOWLEDGE – *Possesses a clear understanding of the responsibilities and tasks he or she must perform.*

OVERALL RATING:	E ☐	G ☐	S ☐	F [X]	U ☐
Comments:	Still believes his opinion is the only one that matters. Does not follow instructions given by Commission.				

4. MANAGERIAL SKILLS – *Able to effectively direct the operations and staff of his/her department.*

OVERALL RATING:	E ☐	G ☐	S ☐	F [X]	U ☐
Comments:	Employee relations are at an all time low. Have never seen so many unhappy people.				

5. DEPARTMENT STRUCTURE – *Demonstrates an ability to evaluate the function of his/her department, assess its needs, and develop an effective framework to carry-out its objectives*

OVERALL RATING:	**E** ☐	**G** ☐	**S** ☐	**F** ☒	**U** ☐
Comments:	His objectives are not the same as the Commissions. Needs to start Any results received are due to the quality of our employees.				

6. JOB PRODUCTIVITY – *Demonstrates the ability and commitment to achieve results both on a quantitative and qualitative basis.*

OVERALL RATING:	**E** ☐	**G** ☐	**S** ☐	**F** ☒	**U** ☐
Comments:	Results achieved are at someone else's expense.				

7. PROBLEM SOLVING – *Demonstrates an ability to solve problems and make decisions regarding day-to-day situations that develop in the workplace.*

OVERALL RATING:	**E** ☐	**G** ☐	**S** ☐	**F** ☒	**U** ☐
Comments:	Results achieved are at someone else's expense.				

8. CONFLICT RESOLUTION – *Demonstrated a skill to minimize conflicts within the organization's staff by encouraging open lines of communication, treating all staff fairly, fostering team spirit, and maintaining an air of professionalism and credibility.*

OVERALL RATING:	**E** ☐	**G** ☐	**S** ☐	**F** ☒	**U** ☐
Comments:	Staff is not treated fairly. Contacted news media once commission gave him direction to solve conflict with Clerk.				

9. ADMINISTRATIVE SKILL – *Utilizes organizational procedures regarding record control, documentation of employee performance and the compilation and preparation of all reports which compromise the organization's key information base.*

OVERALL RATING:	**E** ☐	**G** ☐	**S** ☐	**F** ☒	**U** ☐
Comments:	Tried to promote individual without advertising. Example - organization chart - sets policies and does not inform commission or ask for their authorization.				

10. Time Management – *Demonstrates an ability to meet the deadlines and time constraints of the organization effectively through proper delegation of work, control over ongoing projects and minimizing stress in the workplace.*

OVERALL RATING:	E ☐	G ☐	S ☐	F ☒	U ☐
Comments:	Creates stress throughout town. Rules employees with an iron fist.				

11. DEPENDABILITY – *Can be relied upon to complete assigned tasks, and is conscientious about attendance and timeliness.*

OVERALL RATING:	E ☐	G ☐	S ☒	F ☐	U ☐
Comments:					

12. COOPERATION – *Demonstrates a willingness to work with others. Responds willingly to changes in procedure, process, responsibility and assignments.*

OVERALL RATING:	E ☐	G ☐	S ☐	F ☒	U ☐
Comments:	Does not follow direction of the Town Commission. He has an attitude problem.				

13. INITIATIVE – *Demonstrates an ability to think and act independently. Originates innovative ideas and methods that could improve the overall quality and efficiency of his/her job assignments.*

OVERALL RATING:	E ☐	G ☒	S ☐	F ☐	U ☐
Comments:	Works independently Works Independently. Does not follow orders.				

14. WORK ENVIRONMENT AND SAFETY – *Maintains a safe environment, follows safety regulations and actively contributes towards a safe workplace.*

OVERALL RATING:	E ☐	G ☒	S ☐	F ☐	U ☐
Comments:	Work Environment is safe.				

15. OVERALL PERFORMANCE – *Overall appraisal of the employee's job performance.*

OVERALL RATING:	E ☐	G ☐	S ☐	F ☒	U ☐
Comments:	Too much conflict with Commission and Town employees. Strikes out when things do not go his way.				

ACTION PLAN – *The attached criteria is important to properly evaluate your performance. The following Action Plan describes your specific strengths and weaknesses and what can be done to improve your position toward continued growth.*

Major weak points:	Does not work well with either elected officials or Town employees.
These weak points can be strengthened by:	Looking for another job.
Major strong points are:	
These strong points can be more effectively utilized by:	

John Jarnick
Supervisor Signature

Feb 14 2011
Date

Has this report been discussed with employee? ☐ YES ☐ NO

If NO, Reason why:	
If YES, Employee comments:	

Supervisor Signature

Date

Employee Signature

Date

Managerial Employee Performance Evaluation

Name: Dale Sugerman		Employee No:	Date: Mar. 7, 2010
Department: Please Select Department		Job title: Please Select Job Title Town MANAGER	
Date of Hire: 3/07/2005	Last Review: 3/07/09	Date EE Began Present Position: 3/7/2005	Date of Next Review: 3/7/2012

☐ 6 Month Review ☑ Annual ☐ Promotion ☐ End of Introductory Period ☐ Other _____

KEY TO RATINGS

E: EXCELLENT – Performs all tasks in an exceptional manner. **S: SATISFACTORY** – Performs all tasks satisfactorily.
G: GOOD – Performs many tasks well and all other tasks adequately.
F: FAIR – Performs most tasks satisfactorily, but not all. **U: UNSATISFACTORY** – Fails to perform many tasks well.

1. RESPONSIBILITIES – *List the current status of overall responsibilities.*

2. ACCOMPLISHMENTS – *List major job related achievements since last evaluation.*

3. JOB KNOWLEDGE – *Possesses a clear understanding of the responsibilities and tasks he or she must perform.*

OVERALL RATING:	E ☐	G ☐	S ☐	F ☑	U ☐
Comments:					

4. MANAGERIAL SKILLS – *Able to effectively direct the operations and staff of his/her department.*

OVERALL RATING:	E ☐	G ☐	S ☐	F ☐	U ☑
Comments:	Plays favorites, sends wrong message to subordinates.				

5. DEPARTMENT STRUCTURE – *Demonstrates an ability to evaluate the function of his/her department, assess its needs, and develop an effective framework to carry-out its objectives*

OVERALL RATING:	**E** ☐	**G** ☐	**S** ☐	**F** ☑	**U** ☐
Comments:					

6. JOB PRODUCTIVITY – *Demonstrates the ability and commitment to achieve results both on a quantitative and qualitative basis.*

OVERALL RATING:	**E** ☐	**G** ☐	**S** ☐	**F** ☑	**U** ☐
Comments:					

7. PROBLEM SOLVING – *Demonstrates an ability to solve problems and make decisions regarding day-to-day situations that develop in the workplace.*

OVERALL RATING:	**E** ☐	**G** ☐	**S** ☐	**F** ☑	**U** ☐
Comments:	Prone to solve problems by "Killing the flea with an elephant gun."				

8. CONFLICT RESOLUTION – *Demonstrated a skill to minimize conflicts within the organization's staff by encouraging open lines of communication, treating all staff fairly, fostering team spirit, and maintaining an air of professionalism and credibility.*

OVERALL RATING:	**E** ☐	**G** ☐	**S** ☐	**F** ☐	**U** ☑
Comments:	See underlines.				

9. ADMINISTRATIVE SKILL – *Utilizes organizational procedures regarding record control, documentation of employee performance and the compilation and preparation of all reports which compromise the organization's key information base.*

OVERALL RATING:	**E** ☐	**G** ☐	**S** ☐	**F** ☑	**U** ☐
Comments:					

10. Time Management – *Demonstrates an ability to meet the deadlines and time constraints of the organization effectively through proper delegation of work, control over ongoing projects and minimizing stress in the workplace.*

OVERALL RATING:	E ☐	G ☑	S ☐	F ☐	U ☑
Comments:	See Underlines				

11. DEPENDABILITY – *Can be relied upon to complete assigned tasks, and is conscientious about attendance and timeliness.*

OVERALL RATING:	E ☐	G ☑	S ☐	F ☐	U ☐
Comments:					

12. COOPERATION – *Demonstrates a willingness to work with others. Responds willingly to changes in procedure, process, responsibility and assignments.*

OVERALL RATING:	E ☐	G ☐	S ☐	F ☐	U ☑
Comments:	See #4				

13. INITIATIVE – *Demonstrates an ability to think and act independently. Originates innovative ideas and methods that could improve the overall quality and efficiency of his/her job assignments.*

OVERALL RATING:	E ☐	G ☑	S ☐	F ☐	U ☐
Comments:	But sometimes oversteps ~ i.e., plan to take over cultural activities by means of obscure "sunset" definition.				

14. WORK ENVIRONMENT AND SAFETY – *Maintains a safe environment, follows safety regulations and actively contributes towards a safe workplace.*

OVERALL RATING:	E ☑	G ☐	S ☐	F ☐	U ☐
Comments:					

15. OVERALL PERFORMANCE – *Overall appraisal of the employee's job performance.*

OVERALL RATING:	E ☐	G ☑	S ☐	F ☐	U ☑
Comments:	Projects, yes ~ People, no				

ACTION PLAN – *The attached criteria is important to properly evaluate your performance. The following Action Plan describes your specific strengths and weaknesses and what can be done to improve your position toward continued growth.*

Major weak points:	Very bright man; but often uses his position to "cow" personnel.
These weak points can be strengthened by:	Reading – and absorbing – "How to Win Friends and Influence People."
Major strong points are:	Projects
These strong points can be more effectively utilized by:	Don't Know.

Don M. Finley
Supervisor Signature

2/19/11
Date

No increase in pay

Has this report been discussed with employee? ☐ YES ☒ NO

If NO, Reason why:	Town Manager suspended from all duties at Town Hall.
If YES, Employee comments:	

Supervisor Signature

Date

Employee Signature

Date

Managerial Employee Performance Evaluation

Name: Dale Sugerman		Employee No:	Date: 3/7/2011
Department: Town Manager's Office		Job title: Town Manager	
Date of Hire: 3/07/2005	Last Review: 3/07/10	Date EE Began Present Position: 3/07/2005	Date of Next Review: 3/7/2012

☐ 6 Month Review ☐ Annual ☐ Promotion ☐ End of Introductory Period ☐ Other _____

KEY TO RATINGS

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G: GOOD – Performs many tasks well and all other tasks adequately.
F: FAIR – Performs most tasks satisfactorily, but not all. **U: UNSATISFACTORY** – Fails to perform many tasks well.

1. RESPONSIBILITIES – *List the current status of overall responsibilities.*

Excellent communication with memorandums to Commissioners. oversees day to day operation of town in a timely manner always available for consultation and concerns of commissioners.

2. ACCOMPLISHMENTS – *List major job related achievements since last evaluation.*

Reduced town Budget for 4th consecutive year
Completed pipe line installation on A1A in a timely manner
FDOT crosswalk signs installed.
Completed agreement with County regarding Melaleuca Park

3. JOB KNOWLEDGE – *Possesses a clear understanding of the responsibilities and tasks he or she must perform.*

OVERALL RATING:	E ☒	G ☐	S ☐	F ☐	U ☐
Comments:	Completes tasks in a timely manner. Reports continue to be Thorough and clearly stated. Follows-ups in a timely manner on Commission questions				

4. MANAGERIAL SKILLS – *Able to effectively direct the operations and staff of his/her department.*

OVERALL RATING:	E ☒	G ☐	S ☐	F ☐	U ☐
Comments:	Has high standards for job performance of employees Demands high quality performance of employees				

5. DEPARTMENT STRUCTURE – *Demonstrates an ability to evaluate the function of his/her department, assess its needs, and develop an effective framework to carry-out its objectives*

OVERALL RATING:	E [X]	G [ ]	S [ ]	F [ ]	U [ ]
Comments:	Materials & reports sent to commission reflect the excellent work of most Departments				

6. JOB PRODUCTIVITY – *Demonstrates the ability and commitment to achieve results both on a quantitative and qualitative basis.*

OVERALL RATING:	E [X]	G [ ]	S [ ]	F [ ]	U [ ]
Comments:	Town Manager evaluates problems and makes necessary recommendations. Always submits back-up material for commission to review				

7. PROBLEM SOLVING – *Demonstrates an ability to solve problems and make decisions regarding day-to-day situations that develop in the workplace.*

OVERALL RATING:	E [X]	G [ ]	S [ ]	F [ ]	U [ ]
Comments:	Excellent problem solving skills. Consistently demonstrated during commission meetings when asked questions regarding an issue of concern.				

8. CONFLICT RESOLUTION – *Demonstrated a skill to minimize conflicts within the organization's staff by encouraging open lines of communication, treating all staff fairly, fostering team spirit, and maintaining an air of professionalism and credibility.*

OVERALL RATING:	E [ ]	G [ ]	S [ ]	F [ ]	U [ ]
Comments:	I have not had personal observations for Item 8				

9. ADMINISTRATIVE SKILL – *Utilizes organizational procedures regarding record control, documentation of employee performance and the compilation and preparation of all reports which compromise the organization's key information base.*

OVERALL RATING:	E [X]	G [ ]	S [ ]	F [ ]	U [ ]
Comments:	Town manager excells in his reports as well as record keeping.				

* Same as #5

10. ~~Time Management~~ – *Demonstrates an ability to meet the deadlines and time constraints of the organization effectively through proper delegation of work, control over ongoing projects and minimizing stress in the workplace.*

OVERALL RATING:	**E** ☐	**G** ☐	**S** ☐	**F** ☐	**U** ☐
Comments:					

11. DEPENDABILITY – *Can be relied upon to complete assigned tasks, and is conscientious about attendance and timeliness.*

OVERALL RATING:	**E** ☒	**G** ☐	**S** ☐	**F** ☐	**U** ☐
Comments:	Is always well prepared and communicates with commission in a timely manner.				

12. COOPERATION – *Demonstrates a willingness to work with others. Responds willingly to changes in procedure, process, responsibility and assignments.*

OVERALL RATING:	**E** ☐	**G** ☐	**S** ☐	**F** ☐	**U** ☐
Comments:	Continues to keep commission informed with memos and other appropriate material as well as having personal contact.				

13. INITIATIVE – *Demonstrates an ability to think and act independently. Originates innovative ideas and methods that could improve the overall quality and efficiency of his/her job assignments.*

OVERALL RATING:	**E** ☒	**G** ☐	**S** ☐	**F** ☐	**U** ☐
Comments:	Manager is always well prepared. Presents material with clarity & conviction. Is always available for consultation				

14. WORK ENVIRONMENT AND SAFETY – *Maintains a safe environment, follows safety regulations and actively contributes towards a safe workplace.*

OVERALL RATING:	**E** ☐	**G** ☐	**S** ☐	**F** ☐	**U** ☐
Comments:	No knowledge regarding this area				

15. OVERALL PERFORMANCE – *Overall appraisal of the employee's job performance.*

OVERALL RATING:	**E** ☒	**G** ☐	**S** ☐	**F** ☐	**U** ☐
Comments:	I continue to acknowledge that his awareness and knowledge regarding the issues he must address				

ACTION PLAN – *The attached criteria is important to properly evaluate your performance. The following Action Plan describes your specific strengths and weaknesses and what can be done to improve your position toward continued growth.*

Major weak points:	To be able to compromise when appropriate.
These weak points can be strengthened by:	To view the "BIG" picture
Major strong points are:	His work ethic, his knowledge and communication skills. His presentation of subject is clearly presented. Back-up material Helpful
These strong points can be more effectively utilized by:	Continue to perform at the same high level. It is my opinion that this Town manager has been one of the best this town as ever had!!!

Supervisor Signature

Feb. 14, 2011
Date

Has this report been discussed with employee? ☐ YES ☒ NO

If NO, Reason why:	Manager is not available at this time
If YES, Employee comments:	

Supervisor Signature

Feb 14, 2011
Date

Employee Signature

Date

Managerial Employee Performance Evaluation

Name: Dale S. Sugerman		Employee No:	Date: Mar. 7, 2010
Department: Town Manager's Office		Job title: Town Manager	
Date of Hire: 3/07/2005	Last Review: 3/07/09	Date EE Began Present Position: 3/7/2005	Date of Next Review: 3/7/2011

☐ 6 Month Review ☑ Annual ☐ Promotion ☐ End of Introductory Period ☐ Other _____

KEY TO RATINGS

E: EXCELLENT – performs all tasks in an exceptional manner. **S: SATISFACTORY** – Performs all tasks satisfactorily.
G: GOOD – Performs many tasks well and all other tasks adequately.
F: FAIR – Performs moist tasks satisfactorily, but not all. **U: UNSATISFACTORY** – Fails to perform many tasks well.

1. RESPONSIBILITIES – *List the current status of overall responsibilities.*

Noted in t.m.'s 2/5/10 memo w/ attachments.

2. ACCOMPLISHMENTS – *List major job related achievements since last evaluation.*

With few exception, i.e., loan for wastewater line, county Milani Park issue, "accomplishments" fall into regular job-related areas as noted in the above referenced memo. However, holding the hurricane at bay during the last season was truly remarkable and the Town is extremely grateful!

3. JOB KNOWLEDGE – *Possesses a clear understanding of the responsibilities and tasks.*

OVERALL RATING:	E ☒	G ☐	S ☐	F ☐	U ☐

Comments: but sometime over-reaches — latest "cultural arts" issue.

4. MANAGERIAL SKILLS – *Able to effectively direct the operations and staff of his/her department.*

OVERALL RATING:	E ☐	G ☒	S ☐	F ☐	U ☐

Comments: - of "his department", yes, lacking in other staff areas.

5. DEPARTMENT STRUCTURE – *Demonstrates an ability to evaluate the function of his/her department, assess its needs, and develop an effective framework to carry-out its objectives*

OVERALL RATING:	E ☐	G ☒	S ☐	F ☐	U ☐

Comments: somewhat "over the top" approach to "vision" and "mission." One would assume these employees are professional adults, not school children.

6. JOB PRODUCTIVITY – *Demonstrates the ability and commitment to achieve results both on a quantitative and qualitative basis.*

OVERALL RATING:	E ☒	G ☐	S ☐	F ☐	U ☐

Comments:

7. PROBLEM SOLVING – *demonstrates an ability to solve problems and make decisions regarding day –to-day situations that develop in the workplace.*

OVERALL RATING:	E ☐	G ☒	S ☐	F ☐	U ☐

Comments: sometime right on target, other time creates animosity among employees.

8. CONFLICT RESOLUTION – *Demonstrated a skill to minimize conflicts within the organization's staff by encouraging open lines of communication, treating all staff fairly, fostering team spirit, and maintaining an air of professionalism and credibility.*

OVERALL RATING:	E ☐	G ☒	S ☐	F ☐	U ☐

Comments:

same as #1 above.

9. ADMINISTRATIVE SKILL – *Demonstrated an ability to meet the deadlines and time constraints of the organization effectively through proper delegation of work, control over ongoing projects and minimizing stress in the workplace.*

OVERALL RATING:	E ☐	G ☒	S ☐	F ☐	U ☐

Comments: "minimizing stress in the workplace" not one of T.M.'s assets in 2009-2010 budget which cut health insurance for employee w/ families overturned, thankfully.

10. DEPARTMENT STRUCTURE – *Demonstrates an ability to evaluate the function of his/her department, assess its needs, and develop an effective framework to carry-out its objectives*

OVERALL RATING:	E ☐	G ☒	S ☐	F ☐	U ☐

Comments: Not quite sure I agree w/ Admin. staff as it now encompasses Finance & Front Office. Rather would like these areas to be their own departments, regulating themselves.

11. DEPENDABILITY – *Can be relied upon to complete assigned tasks, and is conscientious about attendance and timeliness.*

OVERALL RATING:	E ☒	G ☐	S ☐	F ☐	U ☐

Comments:

12. COOPERATION – *Demonstrates a willingness to work with others. Responds willingly to changes in procedure, process, responsibility and assignments.*

OVERALL RATING:	E ☐	G ☒	S ☐	F ☐	U ☐

Comments: T.M. is most likely to hold sway over underlined portions above.

13. INITIATIVE – *Demonstrates an ability to think and act independently. Originates innovative ideas and methods to improve job or complete tasks better.*

OVERALL RATING:	E ☒	G ☐	S ☐	F ☐	U ☐

Comments:

14. WORK ENVIRONMENT AND SAFETY – *Maintains a safe environment, follows safety regulations and actively contributes towards a safe workplace.*

OVERALL RATING:	E ☒	G ☐	S ☐	F ☐	U ☐

Comments:

15. OVERALL PERFORMANCE – *Overall appraisal of the employee's job performance.*

OVERALL RATING:	E ☒	G ☐	S– ☒	F ☐	U ☐

Comments: – project management

+ employee relations

ACTION PLAN – *The attached criteria is important to properly evaluate your performance. The following Action Plan describes your specific strengths and weaknesses and what can be done to improve your position toward continued growth.*

Major weak points: as noted previously, employee relations
These weak points can be strengthened by:
don't know if it can be "strengthened."
Major strong points are:
Project Management, among others.
These strong points can be more effectively utilized by:
—

Doris Lindsey
Supervisor Signature

2/15/10
Date

Has this report been discussed with employee? ☐ YES ☐ NO

If NO, Reason why:
If YES, Employee comments:

Supervisor Signature

Date

Employee Signature

Date

Managerial Employee Performance Evaluation

Name: Dale S. Sugerman		Employee No:	Date: Mar. 7, 2010
Department: Town Manager's Office		Job title: Town Manager	
Date of Hire: 3/07/2005	Last Review: 3/07/09	Date EE Began Present Position: 3/7/2005	Date of Next Review: 3/7/2011

☐ 6 Month Review ☑ Annual ☐ Promotion ☐ End of Introductory Period ☐ Other _____

KEY TO RATINGS

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G: GOOD – Performs many tasks well and all other tasks adequately.
F: FAIR – Performs moist tasks satisfactorily, but not all. **U: UNSATISFACTORY** – Fails to perform many tasks well.

1. RESPONSIBILITIES – *List the current status of overall responsibilities.*

Chief operating officer for the Town of Highland Beach in all day to day activities and keeping the Commission informed by both verbal and written communications.

2. ACCOMPLISHMENTS – *List major job related achievements since last evaluation.*

The memo of 2/5/10 by the manager lists achievements by month for the past year of which I completely agree.

3. JOB KNOWLEDGE – *Possesses a clear understanding of the responsibilities and tasks.*

OVERALL RATING:	E ☒	G ☐	S ☐	F ☐	U ☐

Comments: His education and years of on the job experience exhibits not only his clear understanding of his responsibilities but his continued success in executing them.

4. MANAGERIAL SKILLS – *Able to effectively direct the operations and staff of his/her department.*

OVERALL RATING:	E ☒	G ☐	S ☐	F ☐	U ☐

Comments: The operations of all departments staff have continued to improve during the managers tenure.

5. DEPARTMENT STRUCTURE – *Demonstrates an ability to evaluate the function of his/her department, assess its needs, and develop an effective framework to carry-out its objectives*

OVERALL RATING:	E ☒	G ☐	S ☐	F ☐	U ☐

Comments: Five years ago, Dale took on an extremely troubled town staff, and has developed a smooth well run machine.

6. JOB PRODUCTIVITY – *Demonstrates the ability and commitment to achieve results both on a quantitative and qualitative basis.*

OVERALL RATING:	E ☒	G ☐	S ☐	F ☐	U ☐

Comments: The Town Manager is an extremely results orientated manager who preforms well in every situation.

7. PROBLEM SOLVING – *demonstrates an ability to solve problems and make decisions regarding day –to-day situations that develop in the workplace.*

OVERALL RATING:	E ☒	G ☐	S ☐	F ☐	U ☐

Comments: Highland Beach on a daily basis, has consistently presented problems that have not taxed the managers ability to make correct decisions.

8. CONFLICT RESOLUTION – *Demonstrated a skill to minimize conflicts within the organization's staff by encouraging open lines of communication, treating all staff fairly, fostering team spirit, and maintaining an air of professionalism and credibility.*

OVERALL RATING:	E ☐	G ☒	S ☐	F ☐	U ☐

Comments: I believe the Town Manager possesses and applies the above skills, however at times, appears aloof which may convey the incorrect communication.

9. ADMINISTRATIVE SKILL – *Demonstrated an ability to meet the deadlines and time constraints of the organization effectively through proper delegation of work, control over ongoing projects and minimizing stress in the workplace.*

OVERALL RATING:	E ☒	G ☐	S ☐	F ☐	U ☐

Comments: as stated in prior years of evaluation, the Town Manager excelled in this area.

10. DEPARTMENT STRUCTURE – *Demonstrates an ability to evaluate the function of his/her department, assess its needs, and develop an effective framework to carry-out its objectives*

OVERALL RATING:	E [X]	G [ ]	S [ ]	F [ ]	U [ ]

Comments: Manager excels in all of the above.

11. DEPENDABILITY – *Can be relied upon to complete assigned tasks, and is conscientious about attendance and timeliness.*

OVERALL RATING:	E [X]	G [ ]	S [ ]	F [ ]	U [ ]

Comments: In most instances, tasks are completed ahead of schedule. He is always in attendance when and where requested or as he deems necessary.

12. COOPERATION – *Demonstrates a willingness to work with others. Responds willingly to changes in procedure, process, responsibility and assignments*

OVERALL RATING:	E [X]	G [ ]	S [ ]	F [ ]	U [ ]

Comments: His commitment to the Thursday work shop at the Building Department is indication of his unending willingness to work with others. He responds positively to changes regardless of the circumstances

13. INITIATIVE – *Demonstrates an ability to think and act independently. Originates innovative ideas and methods to improve job or complete tasks better.*

OVERALL RATING:	E [X]	G [ ]	S [ ]	F [ ]	U [ ]

Comments: The Town Manager requires little direction and guidance from the Town Commission as he constantly brings forth new ideas.

14. WORK ENVIRONMENT AND SAFETY – *Maintains a safe environment, follows safety regulations and actively contributes towards a safe workplace.*

OVERALL RATING:	E [X]	G [ ]	S [ ]	F [ ]	U [ ]

Comments: Another area where the Town Manager ~~exels~~ excels.

15. OVERALL PERFORMANCE – *Overall appraisal of the employee's job performance.*

OVERALL RATING:	E [X]	G [ ]	S [ ]	F [ ]	U [ ]

Comments: Another excellent year with many challenges successfully handled. Some attention should be given as to how he relates to others regarding attitude and its appearance to others.

ACTION PLAN – *The attached criteria is important to properly evaluate your performance. The following Action Plan describes your specific strengths and weaknesses and what can be done to improve your position toward continued growth.*

Major weak points:
The appearance of attitude when dealing with others. a softer response in sticky situations will be readily accepted.
These weak points can be strengthened by:
Exercising the skills and abilities the Town Manager already possesses.
Major strong points are:
Superb knowledge of his profession, dependable, unquestioning dedication, unending management skills proven through accomplishments.
These strong points can be more effectively utilized by:
Full and strong support by all members of the Commission

J Merrill, Mayor
Supervisor Signature

2/12/10
Date

Has this report been discussed with employee? ☑ YES ☐ NO

If NO, Reason why:
If YES, Employee comments:
Thank you for this clear and concise feedback.

J Merrill
Supervisor Signature

2/16/10
Date

Dale S. Sizemore
Employee Signature

2/16/10
Date

I'd recommend at least a 5% merit increase.

Managerial Employee Performance Evaluation

Name: Dale S. Sugerman		Employee No:	Date: Mar. 7, 2010
Department: Town Manager's Office		Job title: Town Manager	
Date of Hire: 3/07/2005	Last Review: 3/07/09	Date EE Began Present Position: 3/7/2005	Date of Next Review: 3/7/2011

☐ 6 Month Review ☑ Annual ☐ Promotion ☐ End of Introductory Period ☐ Other _____

KEY TO RATINGS

E: EXCELLENT – performs all tasks in an exceptional manner. **S: SATISFACTORY** – Performs all tasks satisfactorily.
G: GOOD – Performs many tasks well and all other tasks adequately.
F: FAIR – Performs moist tasks satisfactorily, but not all. **U: UNSATISFACTORY** – Falls to perform many tasks well.

1. RESPONSIBILITIES – *List the current status of overall responsibilities.*

Listed in his Contract.

2. ACCOMPLISHMENTS – *List major job related achievements since last evaluation.*

Manager included his achievements as part of the Evaluation Package –

3. JOB KNOWLEDGE – *Possesses a clear understanding of the responsibilities and tasks.*

OVERALL RATING:	E ☐	G ☐	S ☒	F ☐	U ☐

Comments: Understands his responsibilities believes his opinion are the only ones and at time does not listen to the commission

4. MANAGERIAL SKILLS – *Able to effectively direct the operations and staff of his/her department.*

OVERALL RATING:	E ☐	G ☐	S ☒	F ☐	U ☐

Comments: Enjoys criticizing employees in public, too many closed door meeting with employees becomes negative to Commission when they have an opinion different than his –

5. DEPARTMENT STRUCTURE – *Demonstrates an ability to evaluate the function of his/her department, assess its needs, and develop an effective framework to carry-out its objectives*

OVERALL RATING:	E ☐	G ☐	S ☐	F ☒	U ☐
Comments: Contract work in building Department is a mistake Need to admit it and have our own building official					

6. JOB PRODUCTIVITY – *Demonstrates the ability and commitment to achieve results both on a quantitative and qualitative basis.*

OVERALL RATING:	E ☐	G ☒	S ☐	F ☐	U ☐
Comments: Achieves results but at whose expense					

7. PROBLEM SOLVING – *demonstrates an ability to solve problems and make decisions regarding day –to-day situations that develop in the workplace.*

OVERALL RATING:	E ☐	G ☒	S ☐	F ☐	U ☐
Comments:					

8. CONFLICT RESOLUTION – *Demonstrated a skill to minimize conflicts within the organization's staff by encouraging open lines of communication, treating all staff fairly, fostering team spirit, and maintaining an air of professionalism and credibility.*

OVERALL RATING:	E ☐	G ☐	S ☐	F ☒	U ☐
Comments: See no line of Communication with most employees – to much Conflict Previ Example proposed budget					

9. ADMINISTRATIVE SKILL – *Demonstrated an ability to meet the deadlines and time constraints of the organization effectively through proper delegation of work, control over ongoing projects and minimizing stress in the workplace.*

OVERALL RATING:	E ☐	G ☒	S ☐	F ☐	U ☐
Comments: Meets most deadlines, If he doesn't blame it on someone else					

10. DEPARTMENT STRUCTURE – *Demonstrates an ability to evaluate the function of his/her department, assess its needs, and develop an effective framework to carry-out its objectives*

OVERALL RATING:	E ☐	G ☐	S ☒	F ☐	U ☐

Comments: Main office staff work together

11. DEPENDABILITY – *Can be relied upon to complete assigned tasks, and is conscientious about attendance and timeliness.*

OVERALL RATING:	E ☐	G ☒	S ☐	F ☐	U ☐

Comments: Completes assigned take out of the office too much.

12. COOPERATION – *Demonstrates a willingness to work with others. Responds willingly to changes in procedure, process, responsibility and assignments*

OVERALL RATING:	E ☐	G ☐	S ☒	F ☐	U ☐

Comments: When he does not like decision made by Commission become mean and has an attitude problem

13. INITIATIVE – *Demonstrates an ability to think and act independently. Originates innovative ideas and methods to improve job or complete tasks better.*

OVERALL RATING:	E ☐	G ☐	S ☒	F ☐	U ☐

Comments: Sometime works to independently. Need to ask Commission their position before making decision for them (Lowering Taxes)

14. WORK ENVIRONMENT AND SAFETY – *Maintains a safe environment, follows safety regulations and actively contributes towards a safe workplace.*

OVERALL RATING:	E ☐	G ☒	S ☐	F ☐	U ☐

Comments: Maintains a safe work environment.

15. OVERALL PERFORMANCE – *Overall appraisal of the employee's job performance.*

OVERALL RATING:	E ☐	G ☐	S ☒	F ☐	U ☐

Comments: Much to much conflict with Town Employees – becomes publicly annoyed with Commission when he does not like their comments.

ACTION PLAN – *The attached criteria is important to properly evaluate your performance. The following Action Plan describes your specific strengths and weaknesses and what can be done to improve your position toward continued growth.*

Major weak points: Sets standards and policies for Commission without asking for their opinion, Poor Management Style
These weak points can be strengthened by: work employees –
ask Question and listen, Stop Criticizing employees –
Major strong points are: in public
Less Closed Door meeting.
These strong points can be more effectively utilized by:

John Jancele
Supervisor Signature

Feb 18 2010
Date

Has this report been discussed with employee? ☐ YES ☑ NO

If NO, Reason why:
If YES, Employee comments:

Supervisor Signature

Date

Employee Signature

Date

Managerial Employee Performance Evaluation

Name: Dale S. Sugerman		Employee No:	Date: Mar. 7, 2010
Department: Town Manager's Office		Job title: Town Manager	
Date of Hire: 3/07/2005	Last Review: 3/07/09	Date EE Began Present Position: 3/7/2005	Date of Next Review: 3/7/2011

☐ 6 Month Review ☑ Annual ☐ Promotion ☐ End of Introductory Period ☐ Other _____

KEY TO RATINGS

E: EXCELLENT – performs all tasks in an exceptional manner. **S: SATISFACTORY** – Performs all tasks satisfactorily.
G: GOOD – Performs many tasks well and all other tasks adequately.
F: FAIR – Performs moist tasks satisfactorily, but not all. **U: UNSATISFACTORY** – Fails to perform many tasks well.

1. RESPONSIBILITIES – *List the current status of overall responsibilities.*

Responsibilities are ongoing and work in progress are communicated to commissioners vis a vis memorandums as well as updates at workshop and commission meetings. Oversees day to day operation

2. ACCOMPLISHMENTS – *List major job related achievements since last evaluation.*

It has been a busy year for our manager regarding several projects: Milani Park, complete, Tree planting, Reduced Town Budget, secured Loan Agreement with FDEP for Town Pipeline, contact with FDOT for crosswalk signs for AIA, Replaced Code Enforcement Board with special magistrate.

3. JOB KNOWLEDGE – *Possesses a clear understanding of the responsibilities and tasks.*

OVERALL RATING:	E ☒	G ☐	S ☐	F ☐	U ☐

Comments: It is evident that Town manager has a clear understanding of his role + resonsibilities. Reports are thorough + clearly stated

4. MANAGERIAL SKILLS – *Able to effectively direct the operations and staff of his/her department.*

OVERALL RATING:	E ☐	G ☐	S ☐	F ☐	U ☐

Comments: I am not privy to his management style with staff But my observation is that staff perform their job very well. He has staff mtgs. once a week. He has an excellent support system for Town's operation

5. DEPARTMENT STRUCTURE – *Demonstrates an ability to evaluate the function of his/her department, assess its needs, and develop an effective framework to carry-out its objectives*

OVERALL RATING:	E [X]	G [ ]	S [ ]	F [ ]	U [ ]

Comments: MATERIALS + REPORTS SENT TO COMMISSION ARE EVIDENCE OF DEPARTMENT EFFICIENCY.

6. JOB PRODUCTIVITY – *Demonstrates the ability and commitment to achieve results both on a quantitative and qualitative basis.*

OVERALL RATING:	E [X]	G [ ]	S [ ]	F [ ]	U [ ]

Comments: TOWN MANAGER IS VERY EFFICIENT IN ADDRESSING PROBLEMS AND CLEARLY STATES HIS POSITION + RECOMMENDATIONS TO THE COMMISSION WITH BACK-UP MATERIAL.

7. PROBLEM SOLVING – *demonstrates an ability to solve problems and make decisions regarding day –to-day situations that develop in the workplace.*

OVERALL RATING:	E [X]	G [ ]	S [ ]	F [ ]	U [ ]

Comments: TOWN MANAGER DEMONSTRATES EXCELLENT PROBLEM SOLVING SKILLS ESPECIALLY DURING COMMISSION MEETINGS AS WELL AS INTERACTION WITH ME. (ONE ON ONE)

8. CONFLICT RESOLUTION – *Demonstrated a skill to minimize conflicts within the organization's staff by encouraging open lines of communication, treating all staff fairly, fostering team spirit, and maintaining an air of professionalism and credibility.*

OVERALL RATING:	E [ ]	G [ ]	S [ ]	F [ ]	U [ ]

Comments: I HAVE NOT HAD PERSONAL OBSERVATIONS FOR ITEM #8

9. ADMINISTRATIVE SKILL – *Demonstrated an ability to meet the deadlines and time constraints of the organization effectively through proper delegation of work, control over ongoing projects and minimizing stress in the workplace.*

OVERALL RATING:	E [X]	G [ ]	S [ ]	F [ ]	U [ ]

Comments: TOWN MANAGER IS VERY ATTENTIVE TO RECORD KEEPING + REPORTS. I HAVE PERSONALLY SEEN PERSONNEL PERFORMANCE REPORTS.

SAME AS #5

10. ~~DEPARTMENT STRUCTURE~~ – *Demonstrates an ability to evaluate the function of his/her department, assess its needs, and develop an effective framework to carry-out its objectives*

OVERALL RATING:	E [X]	G [ ]	S [ ]	F [ ]	U [ ]

Comments: I PERSONALLY APPRECIATE BEING KEPT ABREAST OF ISSUES, PROBLEMS AND the AVAILABILITY OF TOWN MANAGER'S TIME WITHOUT AN APPOINTMENT.

11. DEPENDABILITY – *Can be relied upon to complete assigned tasks, and is conscientious about attendance and timeliness.*

OVERALL RATING:	E [X]	G [ ]	S [ ]	F [ ]	U [ ]

Comments: COMMUNICATES WITH COMMISSION IN A TIMELY MANNER

12. COOPERATION – *Demonstrates a willingness to work with others. Responds willingly to changes in procedure, process, responsibility and assignments*

OVERALL RATING:	E [X]	G [ ]	S [ ]	F [ ]	U [ ]

Comments: KEEPS COMMISSION INFORMED Through MEMOS + PERSONAL CONTACT. HAS NEVER REJECTED SPEAKING WITH ME WHILE HE WAS DOING his OWN WORK. APPRECIATE HIS AVAILABILITY

13. INITIATIVE – *Demonstrates an ability to think and act independently. Originates innovative ideas and methods to improve job or complete tasks better.*

OVERALL RATING:	E [X]	G [ ]	S [ ]	F [ ]	U [ ]

Comments: MANAGER CONSISTANTLY PRESENTS his IDEAS with CLARITY + CONVICTION. RESPONSIVE WHEN ASKED QUESTIONS If he DOESN'T HAVE ANSWER, he RESEARCHES + gets BACK to COMMISSI

14. WORK ENVIRONMENT AND SAFETY – *Maintains a safe environment, follows safety regulations and actively contributes towards a safe workplace.*

OVERALL RATING:	E [ ]	G [ ]	S [ ]	F [ ]	U [ ]

Comments: CANNOT ANSWER This QUESTION. NO FIRST HAND KNOWLEDGE.

15. OVERALL PERFORMANCE – *Overall appraisal of the employee's job performance.*

OVERALL RATING:	E [X]	G [ ]	S [ ]	F [ ]	U [ ]

Comments: AS A SECOND YEAR COMMISSIONER I AM IMPRESSED with the AMOUNT OF ISSUES he ADDRESSES ON a DAILY BASIS

ACTION PLAN – *The attached criteria is important to properly evaluate your performance. The following Action Plan describes your specific strengths and weaknesses and what can be done to improve your position toward continued growth.*

Major weak points: THIS YEAR I HAVE PERSONALY OBSERVED
IMPROVEMENT with his INTERPERSONAL SKILLS - MY OPINION IS THAT SOME INDIVIDUALS feel THREATENED
These weak points can be strengthened by: BEING MORE AWARE AND CONSCIOUS OF
INTERACTION WITH INDIVIDUALS. BE MORE AWARE OF BODY LANGUAGE BY INDIVIDUAL
Major strong points are: HIS WORK ETHIC, his KNOWLEDGE and COMMUNICATION
SKILLS. He PROVIDES Excellent BACK-up MATERIALS for The COMMISSIONERS To REVIEW.
These strong points can be more effectively utilized by: AGAIN, CONTINUE to
PERFORM AT The SAME High LEVEL

John D. Taylor

Supervisor Signature

FEBRUARY 14, 2000

Date

Has this report been discussed with employee? ☐ YES ☒ NO

If NO, Reason why:
NONE
If YES, Employee comments:

Supervisor Signature

Date

Employee Signature

Date

Office of the Town Manager
Interdepartmental Memo

DATE: February 5, 2010

TO: Honorable Mayor and Members of the Town Commission

FROM: Dale S. Sugerman, Town Manager

RE: Town Manager's Annual Performance Evaluation

Early next month, I will finish my fifth full year of service to the Town of Highland Beach. In lieu of a Weekly Update Report this week, I thought that I would pass along this memorandum for your review and consideration. As the Commission has seen before, Section 3 of our Employment Agreement says, in part:

> *"...on the basis of an annual salary/performance review of said Employee, Town may award Employee a merit increase not to exceed Five (5%) Percent* [negotiated down from 7% the year before last] *of base salary. Said review shall be made on the Employee's anniversary date and shall focus on (but shall not be limited to) the following areas:*
>
> *A. Fiscal management*
> *B. Management and organization of Town employees*
> *C. Management of Town assets*
> *D. Program development and follow-through*
> *E. Community relations*
> *F. Communication ability with the Town Commission and others*
> *G. Intergovernmental relations*
> *H. Management style."*

In an effort to help the Commission measure my performance over the course of the last year, attached you will find a rather extensive (and I hope not too exhaustive) outline of activities and accomplishments. Please understand that I am not suggesting that I have undertaken any of these things alone. Actually, I could not have successfully undertaken any of this work without the strong support of the Commission, the Town employees, and the community. Instead what I am suggesting is that through a demonstration of leadership on my part, many of these activities and accomplishments were successful, because of my

particular style and effort in working with the Town Commission, the employees and the community.

Although the attached list may look long and exhaustive, I thought it important to share with the Commission many of the things that have been undertaken and accomplished over the past year since my last performance evaluation.

In closing, it has truly been my honor and privilege to have completed another year of service to the Commission and to the community. I feel blessed to be allowed to serve as your town manager and am thankful for this continued opportunity to contribute to the wonderful Town of Highland Beach.

Enclosed with this memorandum is the standard management performance evaluation form that is used by the Town for evaluating all of its senior staff. I would ask that each Commissioner fill out the form using the ratings that are provided for on the form, and that this form be turned into the Town Clerk's office no later than Friday, February 19th. The actual verbal performance evaluation will be scheduled for the February 23rd Commission workshop agenda, with consideration for an annual merit increase to be voted upon at the March 2nd Commission meeting (just before the March 6th anniversary date).

Thank you for the opportunity to submit all of this material for your consideration.

Respectfully submitted,

Dale

Dale S. Sugerman
Town Manager

ACTIVITIES AND ACCOMPLISHMENTS
2009-2010

March 2009

Within the existing budget, made arrangements with Mathews Consulting to complete a sidewalk design for the replacement of the existing paved walking path so that the Town could compete for ARRA funds to pay for the proposed new sidewalk. The grant application finished 11th on the list of projects submitted (more than 30 were submitted), but the MPO sitting as the local funding authority only granted approval to the first 8 projects.

Defended the Town's position before the South Florida Water Management District in their effort to modify the year-round irrigation rules from 3 days per week down to 2 days per week. As of the writing of this annual report, the District still has not fully implemented a final determination and Highland Beach still remains exempt from this requirement (the only Public Water Supply system in the entire 16 counties of the SFWMD to enjoy such a status). This unique exemption, however, may not last very much longer.

Provided the leadership for putting together a comprehensive list of 59 Conditions of Approval as part of the recommendation to the Town Commission for approving Palm Beach County's Special Use Application for the development of Milani Park. Coordinated all of the efforts of the legal, engineering, architectural, and historic preservation team which developed the list of conditions to protect the Town under this proposed development.

Saw to the replacement of the two entranceway signs at both the north and the south end of Town.

Wrote a proposed ordinance on the elimination of the Town's Code Enforcement Board, replacing it with a Special Magistrate, due to the fact that the incumbent Code Enforcement Board could not seem to hold meetings due to a continued lack of a quorum. The Special Magistrate resolution was ultimately adopted by the Town Commission.

Made a change in procedures within the Building Department so that contractors would not have to call the 1-800 number to schedule an inspection. The scheduling of inspections was brought back in-house and now can be scheduled just by calling the Building Department.

April 2009

Presented to the Town Commission (via the representatives of the External Auditor) the 2007-2008 Comprehensive Annual Financial Report (CAFR) with a completely clean and unqualified report.

After working with the members of the Administrative Department staff (Town Clerk, Town Manager, and Finance departments), announced the department's new Vision: *To be recognized as a model department which delivers quality customer service.*

Successfully moved all of the old CERT materials and equipment from the closet at the Seagate Condominium either to the trash barrel (those items that were old, outdated, broken or dangerous) or into storage up on the second floor storage area of the Water Treatment Plant.

Successfully completed Phase II- Keep Palm Beach County Beautiful tree planting project. Received $184,387.10 of reimbursement from FDOT for 50% of the cost of the project.

Received notice from the Florida Department of Community Affairs (DCA) that the Town's Evaluation and Appraisal Report Update (of the Comprehensive Plan) and the Water Supply Plan Update were both acceptable and complete in the eyes of DCA.

Established an internship program out of the Office of the Town Manager, with the first internship designed toward environmental management. The project is designed to ensure that the Town's privately held stand of mangroves were in compliance with the Mangrove Protection Act. The program was designed to both serve as an effort at inventorying the existing stands of mangroves and providing educational information for owners of mangroves.

Did another update to the Town's Emergency Preparedness manual. Worked with all of the operating departments to make sure that all contact information and policies and procedures were up to date.

<u>May 2009</u>

Gave away Arin Sugerman (bride) to Bryan Council (groom) in a wonderful wedding ceremony in Denver, Colorado during the first weekend of the month.

Conducted another very successful annual Condominium and HOA Presidents' and Managers' meeting with many of the condominiums in full attendance.

Working with staff in the Water Department, was able to demonstrate to the Palm Beach County Health Department that we did not have any Lead & Copper "hot spots" amongst the 60 sample sites that we had been working with over the past year. This successful effort resulted in the Town being able to move to a reduced sampling schedule.

Received word from the Florida Department of Environmental Protection that the Town of Highland Beach was going to be awarded $3,000,000.00 in ARRA stimulus funds (a low interest loan) for the SR A1A water transmission main project. Highland Beach received the highest award from DEP of any municipality in Palm Beach County.

Sent to the Commission a recommended operating budget that reduced annual spending in the General Fund, reduced taxes over the rollback rate established with the prior budget year, reduced the water rate and did so with no layoffs, no workforce reductions, no wage cuts and no fee increases to our citizens. The theme of the budget at the time of presentation was "*this is probably going to hurt*" however the Commission found ways to help me work around any of the pain associated with the proposed budget.

Held a successful auction of surplus equipment, netting the Town $4,414.00 that we would not have otherwise had.

June 2009

Held an extremely successful bid, with a total of 12 contractors submitting bids for the SR A1A water transmission main project. The apparent low bidder came in nearly $700,000 lower than the engineer's maximum estimate.

Defended the Town of Highland Beach before the City of Delray Beach Code Enforcement Board in the case of the private property owner at the north end of town (which is actually in Delray Beach) not keeping his property clean. The Delray Beach Code Enforcement Board ruled in favor of the Town and forced the property owner to clean up the property.

Successfully solicited five law firms to respond to a written Request for Proposals (RFP) to provide the Town with Special Magistrate services in place of a Code Enforcement Board. All five firms were comprehensive in their response and the Town Commission was able to unanimously select one firm (a sole practitioner attorney) to serve in the role of Special Magistrate.

Went "live" with the Webcasting of Town Commission meetings. This way, citizens who do not have access to Channel 97 on Comcast Cable can watch Town Commission meetings live as long as they have Internet access. Citizens can now watch our Commission meetings from anywhere in the world on their computer.

July 2009

After taking on the leadership over the course of an 18 month period to clean up the public right-of-way along SR A1A, Town staff finally was able to enforce the no obstructions in the right-of-way ordinance. Within a matter of days of beginning enforcement, the right-of-way was cleared of reflectors, concrete rounds and triangles, wooden and plastic poles and miscellaneous junk. The right-of-way in Highland Beach became a pleasant visual experience instead of a vista of clutterdness.

Attended the annual Florida Environmental Permitting School, learning about the latest rules and regulations coming out of the various regional and state regulatory agencies. Used this training to keep on top of the latest issues dealing with utility operations and the environment.

Successfully moved the Town's computer servers from a small, non-air conditioned closet at Town Hall to a secure, concrete block, enclosed and air conditioned room on the second floor of the Utilities Building. The move meant that the Town's computer system is now located within a secure building, far away from any potential flooding or winds which might impact the Town Hall during a storm event. It also provides additional security from anyone who might want to "hack" into the Town's network.

August 2009

Held the first of two comprehensive budget workshops for the Commission. Presented a balanced budget which offered a variety of reduced tax options for the Commission to choose from. The budget also included a reduction in the water rates.

Held the first of three Intergovernmental Dispute Resolution (Section 164) meetings with the County staff over the issues contained in their Milani Park lawsuits against the Town. Began the process of carving out a set of terms within a settlement agreement which would protect a significant amount of rights of the citizens of Highland Beach.

September 2009

Formally presented to the Commission the final budget document which ultimately kept the reduction in annual operating costs, the reduction in the tax millage rate, and the reduction in the water rates in place, thereby saving the citizens of Highland Beach hundreds of thousands of dollars in ad valorem tax payments as well as on their water bills.

Received a fully executed ARRA loan agreement from FDEP with a 20 year interest rate of 2.82%. Based upon preliminary estimates for taking a bank loan for this project (at an average market-based interest rate of 5.02%), securing the loan through the FDEP saved the Town $842,742.40 over the life of the loan.

Held H1N1 Virus briefing meetings with employees. Developed and implemented an H1N1 protocol for putting up warning signs, hand washing signs, distributing hand sanitizers throughout the Town Hall complex, and distributing information in *The Highlander* newsletter and on Channel 97.

Created an environmental management internship program to work with property owners on mangrove maintenance. Results of the internship included an updated mangrove inventory, a collection of mangrove maintenance materials that can be shared with private property owners, and a PowerPoint presentation on the importance of mangroves and proper mangrove maintenance to protect this natural resource.

Administrative Department staff completed the mission for the department, including:

- We will continuously pursue excellence by taking actions that exceed our customer's expectations.

- We will foster collaboration and inclusiveness for reaching our goals, while maintaining individual accountability.
- We will conduct our municipal responsibilities in an open and transparent way.
- We will continuously educate ourselves to enable powerful decision making and successful performance.
- We will conduct our business in an efficient, ethical, and cost effective manner.
- We will be at the civic, cultural and intellectual forefront of our community by taking steps to create an informed and engaged public.

October 2009

Held the first ever Board Orientation Workshop.

Helped to defend the Town's position before the FDOT on the proposed pedestrian activated traffic control device at the Boca Highlands crosswalk.

Completed a comprehensive Building Department Permit Fee study and presented the same to the Town Commission. The study demonstrated that the Town is charging justifiable building permit fees to its customers; fees which tend to be the lowest in south Palm Beach County.

Held the first annual Basket Brigade, a program to collect non-perishable food items for donation to the Boca Helping Hands program.

November 2009

The Town was awarded the Certificate of Achievement from the GFOA.

Kicked off the SR A1A water transmission main replacement construction project. Created a bi-weekly newsletter called *The Pipe Line* to keep all of our citizen customers informed about the most current information for the project.

Successfully wrapped up the environmental internship program with the delivery of an updated inventory of all privately held mangrove states in town as well as the development of a packet of information on maintenance and permitting procedures for cutting mangroves which can be shared with owners of the mangroves. Also took delivery of a new PowerPoint presentation on mangrove maintenance.

Secured the voluntary resignation of police officer Jose Pina.

Made certain that the Town was not struck by any hurricanes during the past season!

December 2009

Helped to secure the decision by the Florida Department of Transportation "not to proceed" with the installation of a pedestrian activated traffic control device at the Boca Highlands crosswalk.

Established the first ever Employee Assistance Plan (EAP) for Town employees. The program, all provided at no cost to the employees, offers professional and confidential help via a toll-free telephone number 24 hours per day, 7 days per week. In addition, employees can obtain up to 3 face-to-face sessions with a trained counselor.

Worked with the United States Postal Service (and Congressman Ron Klein's office) to secure a new mailbox for the parking lot of Town Hall. While this may seem like a little matter, it took significant amount of time and attention on my part to break through the bureaucracy of the USPS.

January 2010

Witnessed the successful installation of in-street pedestrian crosswalk signs at the Boca Highlands crosswalk. The new signs have had a significant impact in getting vehicular traffic to slow down considerably as it approaches the crosswalk.

After seeing a fairly negative article in the local newspapers about the City of Delray Beach, confirmed for members of the Town Commission that the administration of the Town of Highland Beach has a very good handle on the accounting of the charges collected from the Town by Waste Management.

necessary?

Launched a comprehensive performance measurement tool for use by residents and customers in an effort to give feedback to the Town on the performance of the employees in the Administrative Department (Town Manager's office, Town Clerk's office, Finance Department).

General Items That Occurred Throughout the Year:

Worked closely in cooperation with the Assistant to the Town Manager in the publication of the quarterly *Highlander* newsletter with a variety of articles promoting the Town, the organization, and our local government operations.

Provided a total of 50 (out of a possible 52 total) weekly Manager's Reports covering a variety of topics to keep the Town Commission fully informed in a timely fashion of all activities associated with the operation of the organization.

During the annual Legislative Session in Tallahassee, provided the Commission with a series of updates and analyses on pending legislation that may impact the Town and how that impact might be dealt with at the local level.

Worked with the various advisory boards of the Commission on matters that were important to each of them (those that are left).

Kept the Commission fully informed on all on-going employee lawsuits. To date, all lawsuits have either been won or have been settled. The Town has not had to pay out any money (other than our insurance deductible) or to modify any of its practices due to the result of any of the lawsuits. Two big "wins" this year included the AEDC lawsuit on the SR A1A water transmission construction award, and the Writ of Certiorari with Palm Beach County over the Milani Park project.

Below you will find a relatively unscientific listing of many of the actions and activities that I completed this past year which could be translated into a demonstrably positive economic benefit analysis as a result of my work as your Town Manager:

SUMMARY OF ANNUALIZED COST SAVINGS OR AVOIDED COSTS

$ 184,387.10	Final Phase II & III tree planting project grant reimbursement.
68,702.45	Year 2 Finance Department reorganization cost savings.
59,110.04	Year 2 Building Department reorganization cost savings.
842,742.40	Estimated cost avoidance by obtaining an ARRA loan for the SR A1A water transmission main project, as opposed to borrowing the money using conventional bank loans (as was originally planned when the bond issue was presented to the community.
1278 1249	
$1,154,941.90	Total of annualized cost savings or avoided costs during the past year.

MANAGERIAL EMPLOYEE
PERFORMANCE EVALUATION

Employee Name	Employee No.	Date
DALE S. SUGERMAN		3/07/09

Department	Job Title
Town Manager	Town Manager

Date of Hire	Date of Last Review	Date in Management	Date Employee began present position	Date of Next review
3/07/05	3/07/08	3/07/05	3/07/05	3/07/10

Check One: ☐ 6 month review ☑ Annual ☐ Promotion ☐ End of Introductory Period ☐ Monetary ☐ Non-Monetary ☐ Other _____

KEY TO RATINGS

E: EXCELLENT - Individual performs all tasks in an exceptional manner.

G: GOOD - Individual performs many tasks well, and all other tasks adequately.

S: SATISFACTORY - Individual performs all tasks satisfactorily.

F: FAIR - Individual performs most tasks satisfactorily, but not all.

U: UNSATISFACTORY - Individual fails to perform many tasks well.

1. RESPONSIBILITIES

List the current status of overall job responsibilities.

2. ACCOMPLISHMENTS

List major job related achievements since last evaluation.

3. JOB KNOWLEDGE

The manager possesses clear understanding of the responsibilities and tasks he or she must perform.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key above)

Comments:

4. MANAGERIAL SKILLS

The manager is able to effectively direct the operations and staff of his/her department.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key above)

Comments: Sometimes not seen as a good guy? — Could be more diplomatic —

5. DEPARTMENT STRUCTURE

The manager demonstrates an ability to evaluate the function of his/her department, assess its needs, and develop an effective framework to carry-out its objectives.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key above)

Comments:

6. JOB PRODUCTIVITY

The manager demonstrates the ability and commitment to achieve results both on a quantitative and qualitative basis.

OVERALL RATING: *(circle one)*	E		G		S		F		U	(see key on front)

Comments:

7. PROBLEM SOLVING

The manager demonstrates an ability to solve problems and make decisions regarding day-to-day situations that develop in the workplace.

OVERALL RATING: *(circle one)*	E		G		S		F		U	(see key on front)

Comments:

8. CONFLICT RESOLUTION

The manager has demonstrated a skill to minimize conflicts within the organization's staff by encouraging open lines of communication, treating all staff fairly, fostering team spirit, and maintaining an air of professionalism and credibility.

OVERALL RATING: *(circle one)*	E		G		S		F		U	(see key on front)

Comments:

9. ADMINISTRATIVE SKILL

The manager utilizes organizational procedures regarding record control, documentation of employee performance and the compilation and preparation of all reports which comprise the organization's key information base.

OVERALL RATING: *(circle one)*	E		G		S		F		U	(see key on front)

Comments:

10. TIME MANAGEMENT

The manager has demonstrated an ability to meet the deadlines and time constraints of the organization effectively through proper delegation of work, control over ongoing projects and minimizing stress in the workplace.

OVERALL RATING: *(circle one)*	E		G		S		F		U	(see key on front)

Comments:

11. DEPENDABILITY

The manager can be relied upon to complete assigned tasks, and is conscientious about his/her attendance and timeliness.

OVERALL RATING: *(circle one)*	E		G		S		F		U	(see key on front)

Comments:

12. COOPERATION

The manager demonstrates a willingness to work with associates, subordinates, supervisors and others. Responds willingly to changes in procedure, process, responsibility and assignments.

OVERALL RATING: *(circle one)*	E		G		S		F		U	(see key on front)

Comments:

13. INITIATIVE

The manager demonstrates an ability to think and act independently. Originates innovative ideas and methods that could improve the overall quality and efficiency of his/her job assignments.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)

Comments:

14. WORK ENVIRONMENT AND SAFETY

The manager maintains a safe and pleasant work environment, follows safety regulations, and actively contributes towards a safe workplace.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)

Comments:

15. OVERALL PERFORMANCE

Overall appraisal of the manager's job performance.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)

Comments:

The Morale is very bad — much more work is needed. Keep our people Happy —

ACTION PLAN

The above criteria is important in order to properly evaluate the employee's performance. The following Action Plan describes the employee's specific strengths and weaknesses, and addresses what can be done to improve their position toward continued growth.

Major weak points are: Personnel Related —

These weak points can be strengthened by:

Major strong points are: —

These strong points can be more effectively utilized by: Must have full support of all member of the Commissariate

Reviewing Officer	Date	Approved By	Date

Has this report been discussed with employee? ☐ YES ☑ NO

If "NO", Reason why:

If "YES", Employee's comments:

Supervisor	Date 2/20/09
Employee	Date

MANAGERIAL EMPLOYEE
PERFORMANCE EVALUATION

Employee Name		Employee No.	Date
DALE S. SUGERMAN			3/07/09
Department: Town Manager		Job Title: Town Manager	

Date of Hire	Date of Last Review	Date in Management	Date Employee began present position	Date of Next review
3/07/05	3/07/08	3/07/05	3/07/05	3/07/10

Check One: ☐ 6 month review ☐ Annual ☐ Promotion ☐ End of Introductory Period ☐ Monetary ☐ Non-Monetary ☐ Other _____

KEY TO RATINGS

E: EXCELLENT - Individual performs all tasks in an exceptional manner.

G: GOOD - Individual performs many tasks well, and all other tasks adequately.

S: SATISFACTORY - Individual performs all tasks satisfactorily.

F: FAIR - Individual performs most tasks satisfactorily, but not all.

U: UNSATISFACTORY - Individual fails to perform many tasks well.

1. RESPONSIBILITIES

List the current status of overall job responsibilities.

As noted in Section 3 of Employment Agreement

2. ACCOMPLISHMENTS

List major job related achievements since last evaluation.

As noted in attached "Activities & Accomplishments 2008-2009."
Also earned his Ph.D.

3. JOB KNOWLEDGE

The manager possesses clear understanding of the responsibilities and tasks he or she must perform.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key above)

Comments:

4. MANAGERIAL SKILLS

The manager is able to effectively direct the operations and staff of his/her department.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key above)

Comments:

5. DEPARTMENT STRUCTURE

The manager demonstrates an ability to evaluate the function of his/her department, assess its needs, and develop an effective framework to carry-out its objectives.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key above)

Comments:

Remains to be seen how "CONTRACT" STATUS in Building + Finance will be at the [illegible]

13. INITIATIVE

The manager demonstrates an ability to think and act independently. Originates innovative ideas and methods that could improve the overall quality and efficiency of his/her job assignments.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)
Comments:										

14. WORK ENVIRONMENT AND SAFETY

The manager maintains a safe and pleasant work environment, follows safety regulations, and actively contributes towards a safe workplace.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)
Comments:										

15. OVERALL PERFORMANCE

Overall appraisal of the manager's job performance.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)
Comments:										

ACTION PLAN

The above criteria is important in order to properly evaluate the employee's performance. The following Action Plan describes the employee's specific strengths and weaknesses, and addresses what can be done to improve their position toward continued growth.

Major weak points are:
As noted in #'s 5 + 8

These weak points can be strengthened by:

Major strong points are:
MANY

recommend 4% raise.

These strong points can be more effectively utilized by:

Reviewing Officer	Date	Approved By	Date
Dori M. Tumley	2/20/09		

Has this report been discussed with employee? ☐ YES ☒ NO

If "NO", Reason why:

If "YES", Employee's comments:

Supervisor	Date	
Employee	Date	

6. JOB PRODUCTIVITY

The manager demonstrates the ability and commitment to achieve results both on a quantitative and qualitative basis.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)

Comments:

7. PROBLEM SOLVING

The manager demonstrates an ability to solve problems and make decisions regarding day-to-day situations that develop in the workplace.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)

Comments:

8. CONFLICT RESOLUTION

The manager has demonstrated a skill to minimize conflicts within the organization's staff by encouraging open lines of communication, treating all staff fairly, fostering team spirit, and maintaining an air of professionalism and credibility.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)

Comments:

overall improvement, but still sense some apprehension among some employees

9. ADMINISTRATIVE SKILL

The manager utilizes organizational procedures regarding record control, documentation of employee performance and the compilation and preparation of all reports which comprise the organization's key information base.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)

Comments:

10. TIME MANAGEMENT

The manager has demonstrated an ability to meet the deadlines and time constraints of the organization effectively through proper delegation of work, control over ongoing projects and minimizing stress in the workplace.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)

Comments:

11. DEPENDABILITY

The manager can be relied upon to complete assigned tasks, and is conscientious about his/her attendance and timeliness.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)

Comments:

12. COOPERATION

The manager demonstrates a willingness to work with associates, subordinates, supervisors and others. Responds willingly to changes in procedure, process, responsibility and assignments.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)

Comments:

MANAGERIAL EMPLOYEE
PERFORMANCE EVALUATION

Employee Name	Employee No.	Date
DALE S. SUGERMAN		3/07/09

Department	Job Title
Town Manager	Town Manager

Date of Hire	Date of Last Review	Date in Management	Date Employee began present position	Date of Next review
3/07/05	3/07/08	3/07/05	3/07/05	3/07/10

Check One: ☐ 6 month review ☒ Annual ☐ Promotion ☐ End of Introductory Period ☐ Monetary ☐ Non-Monetary ☐ Other _____

KEY TO RATINGS

E: EXCELLENT - Individual performs all tasks in an exceptional manner.

G: GOOD - Individual performs many tasks well, and all other tasks adequately.

S: SATISFACTORY - Individual performs all tasks satisfactorily.

F: FAIR - Individual performs most tasks satisfactorily, but not all.

U: UNSATISFACTORY - Individual fails to perform many tasks well.

1. RESPONSIBILITIES

List the current status of overall job responsibilities.

Chief operating officer for the Town of Highland Beach in all day to day activities and keeping the Commission informed by both verbal and written communications.

2. ACCOMPLISHMENTS

List major job related achievements since last evaluation.

I completely agree with the memo of 2/4/09 by the manager listing accomplishments by ~~month~~ month for the year. It is extensive and impressive. Work on Miloni project was very inclusive and impressive.

3. JOB KNOWLEDGE

The manager possesses clear understanding of the responsibilities and tasks he or she must perform.

OVERALL RATING: (circle one)	(E)		G		S		F		U	(see key above)

Comments:
With his vast number of years of experience and education, he exhibits complete and more than necessary job knowledge.

4. MANAGERIAL SKILLS

The manager is able to effectively direct the operations and staff of his/her department.

OVERALL RATING: (circle one)	(E)		G		S		F		U	(see key above)

Comments:
Dale manages the job and employees extremely well.

5. DEPARTMENT STRUCTURE

The manager demonstrates an ability to evaluate the function of his/her department, assess its needs, and develop an effective framework to carry-out its objectives.

OVERALL RATING: (circle one)	(E)		G		S		F		U	(see key above)

Comments:
Dale readily evaluates the ever changing functions and changes

6. JOB PRODUCTIVITY

The manager demonstrates the ability and commitment to achieve results both on a quantitative and qualitative basis.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)

Comments:
as I stated last year, the Town Manager is an extremely results orientated manager.

7. PROBLEM SOLVING

The manager demonstrates an ability to solve problems and make decisions regarding day-to-day situations that develop in the workplace.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)

Comments:
The ever changing environment does not pose problems for the Town Manager who displays the constant ability to make right decisions.

8. CONFLICT RESOLUTION

The manager has demonstrated a skill to minimize conflicts within the organization's staff by encouraging open lines of communication, treating all staff fairly, fostering team spirit, and maintaining an air of professionalism and credibility.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)

Comments:
The above description must have been written with our manager in mind. Reorganization of the finance department is a prime example.

9. ADMINISTRATIVE SKILL

The manager utilizes organizational procedures regarding record control, documentation of employee performance and the compilation and preparation of all reports which comprise the organization's key information base.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)

Comments:
The Town Manager excels in this area.

10. TIME MANAGEMENT

The manager has demonstrated an ability to meet the deadlines and time constraints of the organization effectively through proper delegation of work, control over ongoing projects and minimizing stress in the workplace.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)

Comments:
The Town Manager has constantly exceeded in meeting or surpassing all deadlines with proper delegation and control.

11. DEPENDABILITY

The manager can be relied upon to complete assigned tasks, and is conscientious about his/her attendance and timeliness.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)

Comments:
The Town Manager is always on time and completes assigned tasks before any deadlines.

12. COOPERATION

The manager demonstrates a willingness to work with associates, subordinates, supervisors and others. Responds willingly to changes in procedure, process, responsibility and assignments.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)

Comments:
The Town Manager always responds to and is intensively willing to make any changes a situation may require.

13. INITIATIVE

The manager demonstrates an ability to think and act independently. Originates innovative ideas and methods that could improve the overall quality and efficiency of his/her job assignments.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)

Comments:
The Town Manager requires little direction or guidance in the performance of his duties. He has constantly improved the organization.

14. WORK ENVIRONMENT AND SAFETY

The manager maintains a safe and pleasant work environment, follows safety regulations, and actively contributes towards a safe workplace.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)

Comments:
He complies with all safety requirements.

15. OVERALL PERFORMANCE

Overall appraisal of the manager's job performance.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)

Comments:
In the past year, the Town Manager has improved in areas where I didn't feel improvements were required. His overall reorganization of several departments has been successful with the exception of the Building Department. His handling of the Milani project is exceptional.

ACTION PLAN

The above criteria is important in order to properly evaluate the employee's performance. The following Action Plan describes the employee's specific strengths and weaknesses, and addresses what can be done to improve their position toward continued growth.

Major weak points are:
Further work is required regarding the reorganization and proper operation of the Building Department.

These weak points can be strengthened by:
Education and possible personnel changes in the Building Department with the staff understanding and applying proper procedures.

Major strong points are:
Problem solving, initiative, dependability and dedication.

These strong points can be more effectively utilized by:
Full support of all members of the Commission.

Reviewing Officer	Date	Approved By	Date

Has this report been discussed with employee? ☐ YES ☐ NO

If "NO", Reason why:

If "YES", Employee's comments:

Supervisor	Date	
Employee	Date	

Notes and Comments: (Date and Signature Required)

The major problems in the Finance Department appear to have been solved though we still do not know the extent if any, of the SBA investment. This bears attention and constant tracking.

as stated, I believe we still have serious problems in the in the Building Department though I am confident the Town Manager is dedicated to improving this department to become one that is highly functioning and acceptable to the residents of Highland Beach.

I believe the Town Manager has excelled in her handling staffing, and providing information to the Commission on the Milani project.

I appreciate her assistance in making my "Coffee with the Mayor successful.

I recommend the full five (5%) percent increase and if it wasn't for the current economy, I would also recommend an additional special bonus of 5%.

Jim Newell, Mayor
2/15/09

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MANAGERIAL EMPLOYEE
PERFORMANCE EVALUATION

Employee Name: DALE SUGERMAN			Employee No.	Date
Department			Job Title: TOWN MANAGER	
Date of Hire	Date of Last Review	Date in Management	Date Employee began present position	Date of Next review

Check One: ☐ 6 month review ☒ Annual ☐ Promotion ☐ End of Introductory Period ☐ Monetary ☐ Non-Monetary ☐ Other _____

KEY TO RATINGS

E: EXCELLENT - Individual performs all tasks in an exceptional manner.

G: GOOD - Individual performs many tasks well, and all other tasks adequately.

S: SATISFACTORY - Individual performs all tasks satisfactorily.

F: FAIR - Individual performs most tasks satisfactorily, but not all.

U: UNSATISFACTORY - Individual fails to perform many tasks well.

1. RESPONSIBILITIES

List the current status of overall job responsibilities.

Listed in employment contract + his 2/15/08 memo to Commission.

2. ACCOMPLISHMENTS

List major job related achievements since last evaluation.

Listed in 2/15/08 memo to Commission.

3. JOB KNOWLEDGE

The manager possesses clear understanding of the responsibilities and tasks he or she must perform.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key above)

Comments:

4. MANAGERIAL SKILLS

The manager is able to effectively direct the operations and staff of his/her department.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key above)

Comments:

Sometimes Exhibits A peremtory attitude.

5. DEPARTMENT STRUCTURE

The manager demonstrates an ability to evaluate the function of his/her department, assess its needs, and develop an effective framework to carry-out its objectives.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key above)

Comments:

"Training" for Building Dept. 11am-12 noon every Thursday. If that staff is not "Trained" now, when?

6. JOB PRODUCTIVITY

The manager demonstrates the ability and commitment to achieve results both on a quantitative and qualitative basis.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)

Comments:

7. PROBLEM SOLVING

The manager demonstrates an ability to solve problems and make decisions regarding day-to-day situations that develop in the workplace.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)

Comments:

8. CONFLICT RESOLUTION

The manager has demonstrated a skill to minimize conflicts within the organization's staff by encouraging open lines of communication, treating all staff fairly, fostering team spirit, and maintaining an air of professionalism and credibility.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)

Comments:

ACRIMONIOUS ATTITUDE TOWARD A GOOD % OF SENIOR STAFF.

9. ADMINISTRATIVE SKILL

The manager utilizes organizational procedures regarding record control, documentation of employee performance and the compilation and preparation of all reports which comprise the organization's key information base.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)

Comments:

10. TIME MANAGEMENT

The manager has demonstrated an ability to meet the deadlines and time constraints of the organization effectively through proper delegation of work, control over ongoing projects and minimizing stress in the workplace.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)

Comments:

SEE 8 above.

11. DEPENDABILITY

The manager can be relied upon to complete assigned tasks, and is conscientious about his/her attendance and timeliness.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)

Comments:

12. COOPERATION

The manager demonstrates a willingness to work with associates, subordinates, supervisors and others. Responds willingly to changes in procedure, process, responsibility and assignments.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)

Comments:

SEE 8 above.

13. INITIATIVE

The manager demonstrates an ability to think and act independently. Originates innovative ideas and methods that could improve the overall quality and efficiency of his/her job assignments.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key above)

Comments:

14. WORK ENVIRONMENT AND SAFETY

The manager maintains a safe and pleasant work environment, follows safety regulations, and actively contributes towards a safe workplace.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)

Comments:
Sometimes not so "pleasant." See #8

15. OVERALL PERFORMANCE

Overall appraisal of the manager's job performance.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)

Comments:
From my perspective, Dale is an excellent "project" manager, however, his style of "staff" management often causes staff, particularly senior staff, to feel incompetent and lacking in the knowledge/professionalism to absorb the task at hand. Morale has suffered as a result, up to and including rumor of non-police personnel unionizing.

ACTION PLAN

The above criteria is important in order to properly evaluate the employee's performance. The following Action Plan describes the employee's specific strengths and weaknesses, and addresses what can be done to improve their position toward continued growth.

Major weak points are:
personnel related

These weak points can be strengthened by:
don't know.

Major strong points are:
Dale certainly has an abundance of "strong points."
Recommend a 4% raise

These strong points can be more effectively utilized by:

Reviewing Officer	Date	Approved By	Date

Has this report been discussed with employee? ☐ YES ☒ NO

If "NO", Reason why:

If "YES", Employee's comments:

Supervisor	Date
Employee	Date

MANAGERIAL EMPLOYEE
PERFORMANCE EVALUATION

Employee Name: Dale S. Sugerman			Employee No.	Date: 2/25/08
Department			Job Title	
Date of Hire	Date of Last Review	Date in Management	Date Employee began present position	Date of Next review

Check One: ☐ 6 month review ☑ Annual ☐ Promotion ☐ End of Introductory Period ☐ Monetary ☐ Non-Monetary ☐ Other _____

KEY TO RATINGS

E: EXCELLENT - Individual performs all tasks in an exceptional manner.

G: GOOD - Individual performs many tasks well, and all other tasks adequately.

S: SATISFACTORY - Individual performs all tasks satisfactorily.

F: FAIR - Individual performs most tasks satisfactorily, but not all.

U: UNSATISFACTORY - Individual fails to perform many tasks well.

1. RESPONSIBILITIES

List the current status of overall job responsibilities.

2. ACCOMPLISHMENTS

List major job related achievements since last evaluation.

3. JOB KNOWLEDGE

The manager possesses clear understanding of the responsibilities and tasks he or she must perform.

OVERALL RATING: *(circle one)*	E		G		S		F		U	(see key above)

Comments:

4. MANAGERIAL SKILLS

The manager is able to effectively direct the operations and staff of his/her department.

OVERALL RATING: *(circle one)*	E		G		S		F		U	(see key above)

Comments:

5. DEPARTMENT STRUCTURE

The manager demonstrates an ability to evaluate the function of his/her department, assess its needs, and develop an effective framework to carry-out its objectives.

OVERALL RATING: *(circle one)*	E		G		S		F		U	(see key above)

Comments:

6. JOB PRODUCTIVITY

The manager demonstrates the ability and commitment to achieve results both on a quantitative and qualitative basis.

OVERALL RATING: *(circle one)*	E		G		S		F		U	(see key on front)

Comments:

7. PROBLEM SOLVING

The manager demonstrates an ability to solve problems and make decisions regarding day-to-day situations that develop in the workplace.

OVERALL RATING: *(circle one)*	E		G		S		F		U	(see key on front)

Comments:

8. CONFLICT RESOLUTION

The manager has demonstrated a skill to minimize conflicts within the organization's staff by encouraging open lines of communication, treating all staff fairly, fostering team spirit, and maintaining an air of professionalism and credibility.

OVERALL RATING: *(circle one)*	E		G		S		F		U	(see key on front)

Comments:

9. ADMINISTRATIVE SKILL

The manager utilizes organizational procedures regarding record control, documentation of employee performance and the compilation and preparation of all reports which comprise the organization's key information base.

OVERALL RATING: *(circle one)*	E		G		S		F		U	(see key on front)

Comments:

10. TIME MANAGEMENT

The manager has demonstrated an ability to meet the deadlines and time constraints of the organization effectively through proper delegation of work, control over ongoing projects and minimizing stress in the workplace.

OVERALL RATING: *(circle one)*	E		G		S		F		U	(see key on front)

Comments:

11. DEPENDABILITY

The manager can be relied upon to complete assigned tasks, and is conscientious about his/her attendance and timeliness.

OVERALL RATING: *(circle one)*	E		G		S		F		U	(see key on front)

Comments:

12. COOPERATION

The manager demonstrates a willingness to work with associates, subordinates, supervisors and others. Responds willingly to changes in procedure, process, responsibility and assignments.

OVERALL RATING: *(circle one)*	E		G		S		F		U	(see key on front)

Comments:

13. INITIATIVE

The manager demonstrates an ability to think and act independently. Originates innovative ideas and methods that could improve the overall quality and efficiency of his/her job assignments.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key above)

Comments:

14. WORK ENVIRONMENT AND SAFETY

The manager maintains a safe and pleasant work environment, follows safety regulations, and actively contributes towards a safe workplace.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)

Comments:

15. OVERALL PERFORMANCE

Overall appraisal of the manager's job performance.

OVERALL RATING: (circle one)	E		G +		S		F		U	(see key on front)

Comments:

This employee is as close to an "Excellent" rating as possible. There is only 1 area that needs attention and I believe he is capable of achieving a successful outcome.

ACTION PLAN

The above criteria is important in order to properly evaluate the employee's performance. The following Action Plan describes the employee's specific strengths and weaknesses, and addresses what can be done to improve their position toward continued growth.

Major weak points are:

inability to deal in a mutually satisfactory manner with some department heads.

These weak points can be strengthened by:

seeking to calm flash points as they occur, not allowing them to fester

Major strong points are:

These strong points can be more effectively utilized by:

Reviewing Officer	Date	Approved By	Date

Has this report been discussed with employee? ☐ YES ☑ NO

If "NO", Reason why:

these comments have been shared with the employee during this period of evaluation

If "YES", Employee's comments:

Supervisor	Date	
Employee	Date	

Notes and Comments: (Date and Signature Required)

Miriam L Zurich 2/25/08

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AMSTERDAM

MANAGERIAL EMPLOYEE
PERFORMANCE EVALUATION

Employee Name	Employee No.	Date
DALE S. SUGERMAN		2/27/08

Department	Job Title
TOWN MANAGER	TOWN MANAGER

Date of Hire	Date of Last Review	Date in Management	Date Employee began present position	Date of Next review

Check One: ☐ 6 month review ☐ Annual ☐ Promotion ☐ End of Introductory Period ☐ Monetary ☐ Non-Monetary ☐ Other _____

KEY TO RATINGS

E: EXCELLENT - Individual performs all tasks in an exceptional manner.

G: GOOD - Individual performs many tasks well, and all other tasks adequately.

S: SATISFACTORY - Individual performs all tasks satisfactorily.

F: FAIR - Individual performs most tasks satisfactorily, but not all.

U: UNSATISFACTORY - Individual fails to perform many tasks well.

1. RESPONSIBILITIES

List the current status of overall job responsibilities.

TO MANAGE ALL DEPARTMENTS, COORDINATING AREAS WHERE THERE IS OVER LAP. RESPONSIBLE FOR OVERALL MORALE AND WELL BEING OF TOWN PERSONEL

2. ACCOMPLISHMENTS

List major job related achievements since last evaluation.

PREPARE, WITH SPECIAL COMMITTEE, A PLAN TO COUNTER MILANI PROPOSAL FOR PARK. ALL OTHER ACCOMPLISHMENTS WERE WITHIN EXPECTED SCOPE OF RESPONSIBILITIES AND MOSTLY ACCOMPLISHED by Employees

3. JOB KNOWLEDGE

The manager possesses clear understanding of the responsibilities and tasks he or she must perform.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key above)

Comments:
POOR UNDERSTANDING OF RELATIONSHIP WITH EMPLOYEES IS A MAJOR FLAW IN UNDERSTANDING GOALS & OBECTIVES OF MANAGER.

4. MANAGERIAL SKILLS

The manager is able to effectively direct the operations and staff of his/her department.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key above)

Comments:
MANAGING OF POLICE Dept IS A DISGRACE. MANAGING RELATIONSHIP ALL OTHER Dep'ts is UNSAT.

5. DEPARTMENT STRUCTURE

The manager demonstrates an ability to evaluate the function of his/her department, assess its needs, and develop an effective framework to carry-out its objectives.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key above)

Comments:
DOES NOT SEE dysFUNCTION between MANAGER AND Dept. HEADS. Dept. HEAD IS ALWAYS WRONG.

6. JOB PRODUCTIVITY

The manager demonstrates the ability and commitment to achieve results both on a quantitative and qualitative basis.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)

Comments: UNFORTUNATELY THIS IS A MIXED BAG.. Some in all catagories. THE NUMBER OF LAWSUITS AGAINST TOWN + MANAGER ARE EXAMPLES.

7. PROBLEM SOLVING

The manager demonstrates an ability to solve problems and make decisions regarding day-to-day situations that develop in the workplace.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)

Comments: MANAGERS SOLVES PROBLEMS - NOT ALWAYS BEST JUDGEMENT. Ex. Disciplin 3rd INSP.; failure to promote Police Sgt.. Poor Morale ALL Dept. HEADS

8. CONFLICT RESOLUTION

The manager has demonstrated a skill to minimize conflicts within the organization's staff by encouraging open lines of communication, treating all staff fairly, fostering team spirit, and maintaining an air of professionalism and credibility.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)

Comments: THERE WAS FAVORITISM SHOWN TO 2nd in Line and berating of dept heads THIS OCCURED in FINANCE, Building + Public WORKS.

9. ADMINISTRATIVE SKILL

The manager utilizes organizational procedures regarding record control, documentation of employee performance and the compilation and preparation of all reports which comprise the organization's key information base.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)

Comments:

10. TIME MANAGEMENT

The manager has demonstrated an ability to meet the deadlines and time constraints of the organization effectively through proper delegation of work, control over ongoing projects and minimizing stress in the workplace.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)

Comments:

11. DEPENDABILITY

The manager can be relied upon to complete assigned tasks, and is conscientious about his/her attendance and timeliness.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)

Comments: HE IS Good at Tasks that HE WANTS -

12. COOPERATION

The manager demonstrates a willingness to work with associates, subordinates, supervisors and others. Responds willingly to changes in procedure, process, responsibility and assignments.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)

Comments: FAULTS HERE WIDESPREAD AND ROOT OF POOR MORALE

13. INITIATIVE

The manager demonstrates an ability to think and act independently. Originates innovative ideas and methods that could improve the overall quality and efficiency of his/her job assignments.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key above)

Comments:
GOOD INITIATIVE but POOR JUDGEMENT

14. WORK ENVIRONMENT AND SAFETY

The manager maintains a safe and pleasant work environment, follows safety regulations, and actively contributes towards a safe workplace.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)

Comments:

15. OVERALL PERFORMANCE

Overall appraisal of the manager's job performance.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)

Comments: all above comments apply - Poor morale almost universal - many mgr reports needed to be adjusted or revised - include judgement decisions re POLICE, adj needed to Budget, water rates, accrued vacation. Direction to revise Building CODE - NOT DONE

ACTION PLAN

The above criteria is important in order to properly evaluate the employee's performance. The following Action Plan describes the employee's specific strengths and weaknesses, and addresses what can be done to improve their position toward continued growth.

Major weak points are:
MANAGERIAL SKILLS, CONFLICT RESOLUTION, COOPERATION

These weak points can be strengthened by:
DOUBTFUL - DOES NOT RESPOND TO POSITIVE SUGGESTION; MAINTAINING SEPARATION OF RESPONSIBILITIES - COMMISSION VS MANAGER.

Major strong points are:
ADMIN SKILL; KNOWLEDGE

These strong points can be more effectively utilized by:
WEAKNESES MUST FIRST BE ADDRESSED.

Reviewing Officer	Date	Approved By	Date

Has this report been discussed with employee? ☐ YES ☒ NO

If "NO", Reason why:

If "YES", Employee's comments:

Supervisor	Date	
Employee	Date	

Notes and Comments: (Date and Signature Required)

This is a JEKYL & HYDE SITUATION. One part of TOWN MANAGER is brilliant, sociable and HARD WORKING. The other side is ARROGANT TOWARDS empolyees, often being demeaning. the result is an unhappy work place that is reaching intoilerable proportions

The manager on several occassions in discussions has recused to adjust his RIGHTEOUS ATTITUDE.

There should be an open discussion at a Town workshop meeting where ALL PERSONS INVOLVED speak their mind in presenting positions and facts

We will then see if there is any hope in solving this problem.

Joseph J Amelia

Recommend Bonus be limited to cost & living adj. [0 Bonus.]

Joe

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AMSTERDAM

MANAGERIAL EMPLOYEE
PERFORMANCE EVALUATION

Employee Name	Employee No.	Date
Dale S. Sugerman		2-15-08
Department	**Job Title**	
	TOWN MANAGER	

Date of Hire	Date of Last Review	Date in Management	Date Employee began present position	Date of Next review
2005	2006	2005	2005	

Check One: ☐ 6 month review ☑ Annual ☐ Promotion ☐ End of Introductory Period ☐ Monetary ☐ Non-Monetary ☐ Other _____

KEY TO RATINGS

E: EXCELLENT - Individual performs all tasks in an exceptional manner.

G: GOOD - Individual performs many tasks well, and all other tasks adequately.

S: SATISFACTORY - Individual performs all tasks satisfactorily.

F: FAIR - Individual performs most tasks satisfactorily, but not all.

U: UNSATISFACTORY - Individual fails to perform many tasks well.

1. RESPONSIBILITIES

List the current status of overall job responsibilities.

2. ACCOMPLISHMENTS

List major job related achievements since last evaluation.

3. JOB KNOWLEDGE

The manager possesses clear understanding of the responsibilities and tasks he or she must perform.

OVERALL RATING: *(circle one)*	E		G		S		F		U	(see key above)

Comments: See ATTACHED LETTER

4. MANAGERIAL SKILLS

The manager is able to effectively direct the operations and staff of his/her department.

OVERALL RATING: *(circle one)*	E		G		S		F		U	(see key above)

Comments:

5. DEPARTMENT STRUCTURE

The manager demonstrates an ability to evaluate the function of his/her department, assess its needs, and develop an effective framework to carry-out its objectives.

OVERALL RATING: *(circle one)*	E		G		S		F		U	(see key above)

Comments:

6. JOB PRODUCTIVITY

The manager demonstrates the ability and commitment to achieve results both on a quantitative and qualitative basis.

OVERALL RATING: *(circle one)*	E		G		S		F		U	(see key on front)
Comments:										

7. PROBLEM SOLVING

The manager demonstrates an ability to solve problems and make decisions regarding day-to-day situations that develop in the workplace.

OVERALL RATING: *(circle one)*	E		G		S		F		U	(see key on front)
Comments:										

8. CONFLICT RESOLUTION

The manager has demonstrated a skill to minimize conflicts within the organization's staff by encouraging open lines of communication, treating all staff fairly, fostering team spirit, and maintaining an air of professionalism and credibility.

OVERALL RATING: *(circle one)*	E		G		S		F		U	(see key on front)
Comments:										

9. ADMINISTRATIVE SKILL

The manager utilizes organizational procedures regarding record control, documentation of employee performance and the compilation and preparation of all reports which comprise the organization's key information base.

OVERALL RATING: *(circle one)*	E		G		S		F		U	(see key on front)
Comments:										

10. TIME MANAGEMENT

The manager has demonstrated an ability to meet the deadlines and time constraints of the organization effectively through proper delegation of work, control over ongoing projects and minimizing stress in the workplace.

OVERALL RATING: *(circle one)*	E		G		S		F		U	(see key on front)
Comments:										

11. DEPENDABILITY

The manager can be relied upon to complete assigned tasks, and is conscientious about his/her attendance and timeliness.

OVERALL RATING: *(circle one)*	E		G		S		F		U	(see key on front)
Comments:										

12. COOPERATION

The manager demonstrates a willingness to work with associates, subordinates, supervisors and others. Responds willingly to changes in procedure, process, responsibility and assignments.

OVERALL RATING: *(circle one)*	E		G		S		F		U	(see key on front)
Comments:										

13. INITIATIVE

The manager demonstrates an ability to think and act independently. Originates innovative ideas and methods that could improve the overall quality and efficiency of his/her job assignments.

OVERALL RATING: *(circle one)*	E		G		S		F		U	(see key above)
Comments:										

14. WORK ENVIRONMENT AND SAFETY

The manager maintains a safe and pleasant work environment, follows safety regulations, and actively contributes towards a safe workplace.

OVERALL RATING: *(circle one)*	E		G		S		F		U	(see key on front)
Comments:										

15. OVERALL PERFORMANCE

Overall appraisal of the manager's job performance.

OVERALL RATING: *(circle one)*	E		G		S		F		U	(see key on front)
Comments:										

ACTION PLAN

The above criteria is important in order to properly evaluate the employee's performance. The following Action Plan describes the employee's specific strengths and weaknesses, and addresses what can be done to improve their position toward continued growth.

Major weak points are:

These weak points can be strengthened by:

Major strong points are:

These strong points can be more effectively utilized by:

Reviewing Officer	Date	Approved By	Date

Has this report been discussed with employee? ☐ YES ☒ NO

If "NO", Reason why:

If "YES", Employee's comments:

Supervisor	Date 2-19-08
Employee	Date

Notes and Comments: (Date and Signature Required)

See Letter Attached

[illegible]

My recommendation is "0" for Bonus.

[illegible]

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AMSTERDAM

Town of Highland Beach

3614 SOUTH OCEAN BOULEVARD • HIGHLAND BEACH, FLORIDA 33487

Palm Beach County, Florida

561-278-4548
FAX 561-265-3582

Mayor:
Harold R. Hagelmann
Vice Mayor:
Joseph J. Asselta
Commissioners:
Miriam S. Zwick
James W. Newill
Doris M. Trinley
Town Manager:
Dale S. Sugerman

February 19, 2008

I would like to have this letter attached to the ANNUAL PERFORMANCE Evaluation Survey for our Town Manager, Dale S. Sugerman, dated February 15, 2008.

As I have stated on the evaluation sheet, I have marked all ratings "unsatisfactory". My reasons are as follows:

Never have I found all Department Heads in such a demoralized, confused, loss of moral, afraid to speak out for fear of losing their jobs, as now.

The Town Manager has been asked by the Commission to cement better relations with these Town employees. Instead, problems have gotten worse.

I have personally heard the Town Manager "ABUSE" a Department Head, calling this individual lazy, a wimp, and stupid.

I look at the number of complaints by our Town employees which I feel could have been settled by our Manager, but instead they are now pending litigation which will result in more legal fees.

Negative comments are difficult for me to write, but as an elected official, I have the responsibility to state the facts as I see them.

I trust the Town Manager recognizes these problems and responds accordingly.

Harold R. Hagelmann

Harold R. Hagelmann
Mayor

MANAGERIAL EMPLOYEE
PERFORMANCE EVALUATION

Employee Name		Employee No.	Date
Dale Sugerman			2/19/08
Department: administration		Job Title: Town Manager	

Date of Hire	Date of Last Review	Date in Management	Date Employee began present position	Date of Next review
3/05	3/07	3/05	3/05	

Check One: ☐ 6 month review ☑ Annual ☐ Promotion ☐ End of Introductory Period ☐ Monetary ☐ Non-Monetary ☐ Other _____

KEY TO RATINGS

E: EXCELLENT - Individual performs all tasks in an exceptional manner.

G: GOOD - Individual performs many tasks well, and all other tasks adequately.

S: SATISFACTORY - Individual performs all tasks satisfactorily.

F: FAIR - Individual performs most tasks satisfactorily, but not all.

U: UNSATISFACTORY - Individual fails to perform many tasks well.

1. RESPONSIBILITIES

List the current status of overall job responsibilities.

The Chief Operating Officer for the Town of Highland Beach in all day to day activities

2. ACCOMPLISHMENTS

List major job related achievements since last evaluation.

Per list provided by Town Manager dated 2/15/08 to commission members with which I concur.

3. JOB KNOWLEDGE

The manager possesses clear understanding of the responsibilities and tasks he or she must perform.

OVERALL RATING: (circle one)	E	G	S	F	U	(see key above)

Comments: Complete knowledge of job through many years of experience and education.

4. MANAGERIAL SKILLS

The manager is able to effectively direct the operations and staff of his/her department.

OVERALL RATING: (circle one)	E	G	S	F	U	(see key above)

Comments: Has had three long years with a staff accustomed to doing things their way.

5. DEPARTMENT STRUCTURE

The manager demonstrates an ability to evaluate the function of his/her department, assess its needs, and develop an effective framework to carry-out its objectives.

OVERALL RATING: (circle one)	E	G	S	F	U	(see key above)

Comments: Complies with the above definition at the highest level.

6. JOB PRODUCTIVITY

The manager demonstrates the ability and commitment to achieve results both on a quantitative and qualitative basis.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)

Comments: The Town Manager is an extremely results orientation manager.

7. PROBLEM SOLVING

The manager demonstrates an ability to solve problems and make decisions regarding day-to-day situations that develop in the workplace.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)

Comments: The Town Manager excels in problem solving in the every day environment

8. CONFLICT RESOLUTION

The manager has demonstrated a skill to minimize conflicts within the organization's staff by encouraging open lines of communication, treating all staff fairly, fostering team spirit, and maintaining an air of professionalism and credibility.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)

Comments: The above description denotes the Town Manager to a tee.

9. ADMINISTRATIVE SKILL

The manager utilizes organizational procedures regarding record control, documentation of employee performance and the compilation and preparation of all reports which comprise the organization's key information base.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)

Comments: The Town Manager excels in this area.

10. TIME MANAGEMENT

The manager has demonstrated an ability to meet the deadlines and time constraints of the organization effectively through proper delegation of work, control over ongoing projects and minimizing stress in the workplace.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)

Comments: I don't know of a deadline the Town Manager didn't meet or surpass.

11. DEPENDABILITY

The manager can be relied upon to complete assigned tasks, and is conscientious about his/her attendance and timeliness.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)

Comments: Another area in which the Town Manager excels.

12. COOPERATION

The manager demonstrates a willingness to work with associates, subordinates, supervisors and others. Responds willingly to changes in procedure, process, responsibility and assignments.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)

Comments: The Town Manager always takes the extra step.

13. INITIATIVE

The manager demonstrates an ability to think and act independently. Originates innovative ideas and methods that could improve the overall quality and efficiency of his/her job assignments.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key above)

Comments:
The Town Manager requires little direction and guidance in the performance of his duties by the commission.

14. WORK ENVIRONMENT AND SAFETY

The manager maintains a safe and pleasant work environment, follows safety regulations, and actively contributes towards a safe workplace.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)

Comments:
He complies with all safety requirements.

15. OVERALL PERFORMANCE

Overall appraisal of the manager's job performance.

OVERALL RATING: (circle one)	E		G		S		F		U	(see key on front)

Comments:
The Town Manager is performing his function in an exemplary manner. His only problem is several of his staff have encountered the "Peter Principal." His difficulty in dealing with this circumstance because of the lack of full support by all Commissioners. also see notes and comments.

ACTION PLAN

The above criteria is important in order to properly evaluate the employee's performance. The following Action Plan describes the employee's specific strengths and weaknesses, and addresses what can be done to improve their position toward continued growth.

Major weak points are:
Hesitancy in dealing with staff that reached the "Peter Principle."
The investment policy.

These weak points can be strengthened by:
Replacing the weak, poor performing staff members.

Major strong points are:
Problem solving, initiative and dependability.

These strong points can be more effectively utilized by:
Full support by all members of the Commission.

Reviewing Officer	Jim Newill	Date	2/19/08	Approved By		Date	

Has this report been discussed with employee? ☐ YES ☐ NO

If "NO", Reason why:

If "YES", Employee's comments:

Supervisor	Date	
Employee	Date	

Notes and Comments: (Date and Signature Required)

The SBA fiasco should never have happened. The Town Manager relied to heavily in the Fiance Director who didn't understand in what he was inverting. at this time we have no idea what additional principle could be lost. The Town's funds should be inverted only in accounts where there is no possibility of losing principle and we need staff to understand this process.

I recommend the full seven (7%) percent increase.

Jim Jelwell Commissioner
2/19/08

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From AMSTERDAM PRINTING AND LITHO, Amsterdam, N.Y. 12010 1-800-833-6231
AMSTERDAM

INTEROFFICE MEMORANDUM

TO: Dale Sugerman, Town Manager

FROM: Harold Hagelmann, Mayor

SUBJECT: "Light Up the Holidays"

DATE: February 2, 2007

CC: File

On behalf of the Town Commission, I wish to thank you for your help with the coordination of the "Light Up the Holidays" celebration. You and your staff did a tremendous job with all the arrangements.

We anticipate this celebration to be very popular year after year, and it is a Town Manager such as you who truly helps to make this a very special event.

Again, thank you!

Harold R. Hagelmann

RESOLUTION NO. 07-007 R

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, AUTHORIZING A SALARY ADJUSTMENT FOR THE TOWN MANAGER.

WHEREAS, the Town of Highland Beach and Dale S. Sugerman entered into an Employment Agreement dated February 18, 2005, and;

WHEREAS, Section 2 of that Agreement says, in part "...on the basis of an annual salary/performance review of said Employee, Town may award Employee a merit increase not to exceed Seven (7%) Percent of base salary", and;

WHEREAS, Town Commissioners have been able to complete said performance review on forms previously provided;

NOW, THEREFORE BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH THAT:

1) Dale S. Sugerman, Town Manager shall receive a 3% increase in base salary effective March 7, 2007.

2) All other terms and conditions of said Employment Agreement shall remain the same.

PASSED AND ADOPTED THIS 6th DAY OF March, 2007 BY THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA.

Harold R. Hagelmann, Mayor

Attest:

Beverly M. Brown, Town Clerk

Date: 3/6/07

2006-2007 TOWN MANAGER PERFORMANCE REVIEW

[5= high and 1= low]

Name: Harold R Haelmann

Date — 3-6-07

A. Fiscal management:

5	4	3	2	1
☐	☑	☐	☐	☐

B. Management and organization of Town employees:

5	4	3	2	1
☐	☐	☐	☐	☑

C Management of Town assets:

5	4	3	2	1
☐	☑	☐	☐	☐

D. Program development and follow-through:

5	4	3	2	1
☐	☑	☐	☐	☐

E. Community relations:

5	4	3	2	1
☐	☐	☑	☐	☐

F. Communication ability with the Town Commission and others:

5	4	3	2	1
☐	☐	☐	☑	☐

G. Intergovernmental relations:

5	4	3	2	1
☐	☐	☑	☐	☐

H. Management style:

5	4	3	2	1
☐	☐	☐	☑	☐

See attachment

Attachment to Evaluation Inquiry Form
Submitted for Town Manager 2006-2007 Review

It's very disappointing to me to witness the low morale attitude within our staff personnel.

Never before have we had so many of our Town employees taking legal action against their supervisors, or the Town itself.

As a very intelligent Town manager, you yourse4lf have mentioned disappointment in not being able to resolve these issues.

You were chosen by the Commission to use your skills in leadership - Don't fail us!

It appears your biggest problem is relationships with some of the key personnel or staff.

As a suggestion, it might be helpful when speaking to the leadership, it should be done on a (one to one basis), and ask the question: 'what can I do to help you solve your problems?'

Never let anyone feel you are far superior to them. I have used this approach and it has been very successful.

You are well respected by many, including myself - let's all work together, seeking the higher levels that you speak of.

Harold Hagelmann
Mayor

2006-2007 TOWN MANAGER PERFORMANCE REVIEW

[5= high and 1= low]

Name: Miriam S. Zwick

A. Fiscal management:

5	4	3	2	1
☑	☐	☐	☐	☐

B. Management and organization of Town employees:

5	4	3	2	1
☐	☐	☑	☐	☐

C Management of Town assets:

5	4	3	2	1
☑	☐	☐	☐	☐

D. Program development and follow-through:

5	4	3	2	1
☐	☑	☐	☐	☐

E. Community relations:

5	4	3	2	1
☐	☐	☑	☐	☐

F. Communication ability with the Town Commission and others:

5	4	3	2	1
☐	☑	☐	☐	☐

G. Intergovernmental relations:

5	4	3	2	1
☑	☐	☐	☐	☐

H. Management style:

5	4	3	2	1
☐	☑	☐	☐	☐

2006-2007 TOWN MANAGER PERFORMANCE REVIEW

[5= high and 1= low]

Name: JIM NEWILL

A. Fiscal management:

5	4	3	2	1
☐	■	☐	☐	☐

B. Management and organization of Town employees:

5	4	3	2	1
☐	☐	☐	☐	■

① THREE EMPLOYEE LAWSUITS WHICH SHOULD NOT HAVE OCCURRED.
② MORALE LOW WITH SENIOR STAFF

C Management of Town assets:

5	4	3	2	1
☐	■	☐	☐	☐

D. Program development and follow-through:

5	4	3	2	1
☐	■	☐	☐	☐

E. Community relations:

5	4	3	2	1
☐	☐	☐	■	☐

COMPLAINTS OF ARROGANCE BY RESIDENTS

F. Communication ability with the Town Commission and others:

5	4	3	2	1
☐	☐	☐	■	☐

① TOWN MANAGER EXERCISES HIS CONTRACT NEGOTIATED WITH PREVIOUS COMMISSION TO OVERRIDE RESOLUTION 86 PASSED BY CURRENT COMMISSION TO TRAVEL OUTSIDE FLORIDA
② DELAY IN PRESENTING TO THIS COMMISSION AN AFFIDAVIT BY A WITNESSING OFFICER IN LAWSUIT.

G. Intergovernmental relations:

5	4	3	2	1
☐	☐	■	☐	☐

H. Management style:

5	4	3	2	1
☐	☐	☐	■	☐

① MORALE OF EMPLOYEES LOW
② FAILURE TO REACT APPROPRIATELY TO INSUBORDINATION TO TWO COMMISSIONERS BY FORMER EMPLOYEE.

2% INCREASE

2006-2007 TOWN MANAGER PERFORMANCE REVIEW

[5= high and 1= low]

Name: P. Scala-Pistone

A. Fiscal management:

5	4	3	2	1
☐	☐	☐	☑	☐

B. Management and organization of Town employees:

5	4	3	2	1
☐	☑	☐	☐	☐

C Management of Town assets:

5	4	3	2	1
☐	☐	☐	☑	☐

D. Program development and follow-through:

5	4	3	2	1
☐	☑	☐	☐	☐

E. Community relations:

5	4	3	2	1
☐	☑	☐	☐	☐

F. Communication ability with the Town Commission and others:

5	4	3	2	1
☐	☐	☐	☐	☑

G. Intergovernmental relations:

5	4	3	2	1
☐	☐	☑	☐	☐

H. Management style:

5	4	3	2	1
☐	☐	☑	☐	☐

3% raise

2006-2007 TOWN MANAGER PERFORMANCE REVIEW

[5= high and 1= low]

Name: JOE ASSELTA

A. Fiscal management:

5	4	3	2	1
☒	☐	☐	☐	☐

Does it by the book - does not make mistakes on finances -

B. Management and organization of Town employees:

5	4	3	2	1
☐	☐	☐	☒	☐

Poor management of Police dept corrective action was too late - Should have been avoided - Most Senior STAFF - while coop w/comm not happy w/ TM.

C Management of Town assets:

5	4	3	2	1
☐	☒	☐	☐	☐

D. Program development and follow-through:

5	4	3	2	1
☐	☒	☐	☐	☐

good detail.

E. Community relations:

5	4	3	2	1
☐	☐	☒	☐	☐

F. Communication ability with the Town Commission and others:

5	4	3	2	1
☐	☐	☐	☐	☒

weekly memo not sufficient re details of problems brewing - i.e. basis of lawsuit by employees - dissatisfaction w/ STAFF. ALL employee actions [legal] should have been contained & avoided.

G. Intergovernmental relations:

5	4	3	2	1
☒	☐	☐	☐	☐

- Knows the regulations

H. Management style:

5	4	3	2	1
☐	☐	☒	☐	☐

Turf war between TM + Comm is poor mgmt style. 2 wrong do not equal a right.

(MANY INTANGIBLE ~~please~~ attributes do not lend to this type Rpt.

3% increase recom.

4016.86 x 5% = 4,217.70

memorandum

To: Judy Wright
Accounting Officer

From: Doris Trinley
Town Clerk

Date: March 8, 2006

Re: Yearly Evaluation: Dale S. Sugerman - Town Manager

The Town Manager's evaluation has been completed and, at its March 7, 2006 Regular Meeting, it was the majority vote of the Town Commission to increase his salary by 5%, retroactive to March 7, 2006.

Thank you.

Memorandum

To: Town Commission
Town Manager

From: Doris Trinley dt
Town Clerk

Date: March 6, 2006

Re: Town Manager Yearly Evaluation – March 7, 2006

As was agreed by the Commission at the February 28 Workshop, each member evaluated the Manager and recommended a percentage increase individually.

Copies of individual evaluations are attached hereto; following are the results of recommended percentage increase:

Percent
6
6
2
2
5

5) 21 = 4.20%

TOWN MANAGER PERFORMANCE REVIEW

[7= high and 1= low]

Date: 3-1-06

A. Fiscal management:

7	6	5	4	3	2	1
☑	☐	☐	☐	☐	☐	☐

B. Management and organization of Town employees:

7	6	5	4	3	2	1
☐	☐	☑	☐	☐	☐	☐

C Management of Town assets:

7	6	5	4	3	2	1
☑	☐	☐	☐	☐	☐	☐

D. Program development and follow-through:

7	6	5	4	3	2	1
☑	☐	☐	☐	☐	☐	☐

E. Community relations:

7	6	5	4	3	2	1
☑	☐	☐	☐	☐	☐	☐

F. Communication ability with the Town Commission and others:

7	6	5	4	3	2	1
☐	☐	☑	☐	☐	☐	☐

G. Intergovernmental relations:

7	6	5	4	3	2	1
☑	☐	☐	☐	☐	☐	☐

H. Management style:

7	6	5	4	3	2	1
☐	☑	☐	☐	☐	☐	☐

Recommend 2% increase

RESOLUTION NO._____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, AUTHORIZING A SALARY ADJUSTMENT FOR THE TOWN MANAGER.

WHEREAS, the Town of Highland Beach and Dale S. Sugerman entered into an Employment Agreement dated February 18, 2005, and;

WHEREAS, Section 2 of that Agreement says, "...on the basis of an annual salary/performance review of said Employee, Town may award Employee a merit increase not to exceed Seven (7%) Percent of base salary", and;

WHEREAS, Town Commissioners have been able to complete said performance review on forms previously provided;

NOW, THEREFORE BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH THAT:

1) Dale S. Sugerman, Town Manager shall receive a 2% increase in base salary effective March 7, 2006.

2) All other terms and conditions of said Employment Agreement shall remain the same.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2006 BY THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA.

Harold R. Hagelmann, Mayor

Attest:

_____
Doris Trinley, Town Clerk

Date: _____

TOWN MANAGER PERFORMANCE REVIEW

[7= high and 1= low]

Date: 3/2/06

A. Fiscal management:

7	6	5	4	3	2	1
☐	☒	☐	☐	☐	☐	☐

B. Management and organization of Town employees:

7	6	5	4	3	2	1
☐	☐	☒	☐	☐	☐	☐

Oberick Lawsuit is poor performance.

C Management of Town assets:

7	6	5	4	3	2	1
☐	☒	☐	☐	☐	☐	☐

D. Program development and follow-through:

No Police Contract

7	6	5	4	3	2	1
☐	☐	☒	☐	☐	☐	☐

E. Community relations:

7	6	5	4	3	2	1
☒	☐	☐	☐	☐	☐	☐

F. Communication ability with the Town Commission and others:

7	6	5	4	3	2	1
☐	☐	☒	☐	☐	☐	☐

i.e: Highland Beach Club Not problem
Highland Regency Plumbing
Ocean Club complaints.

G. Intergovernmental relations:

7	6	5	4	3	2	1
☐	☒	☐	☐	☐	☐	☐

H. Management style:

7	6	5	4	3	2	1
☐	☐	☒	☐	☐	☐	☐

Commission vs MGR authority.

RESOLUTION NO._____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, AUTHORIZING A SALARY ADJUSTMENT FOR THE TOWN MANAGER.

WHEREAS, the Town of Highland Beach and Dale S. Sugerman entered into an Employment Agreement dated February 18, 2005, and;

WHEREAS, Section 2 of that Agreement says, "...on the basis of an annual salary/performance review of said Employee, Town may award Employee a merit increase not to exceed Seven (7%) Percent of base salary", and;

WHEREAS, Town Commissioners have been able to complete said performance review on forms previously provided;

NOW, THEREFORE BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH THAT:

x 1) Dale S. Sugerman, Town Manager shall receive a 2 % increase in base salary effective March 7, 2006.

2) All other terms and conditions of said Employment Agreement shall remain the same.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2006 BY THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA.

_____
Harold R. Hagelmann, Mayor

Attest:

_____
Doris Trinley, Town Clerk

Date: _____

x Should not Raise base salary more than 12% in one year.

TOWN MANAGER PERFORMANCE REVIEW

[7= high and 1= low]

Date: 3/1/06

A. Fiscal management:

7	6	5	4	3	2	1
☒	☐	☐	☐	☐	☐	☐

B. Management and organization of Town employees:

7	6	5	4	3	2	1
☐	☒	☐	☐	☐	☐	☐

C Management of Town assets:

7	6	5	4	3	2	1
☒	☐	☐	☐	☐	☐	☐

D. Program development and follow-through:

7	6	5	4	3	2	1
☐	☒	☐	☐	☐	☐	☐

E. Community relations:

7	6	5	4	3	2	1
☐	☒	☐	☐	☐	☐	☐

F. Communication ability with the Town Commission and others:

7	6	5	4	3	2	1
☐	☒	☐	☐	☐	☐	☐

G. Intergovernmental relations:

7	6	5	4	3	2	1
☒	☐	☐	☐	☐	☐	☐

H. Management style:

7	6	5	4	3	2	1
☐	☐	☒	☐	☐	☐	☐

RESOLUTION NO._____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, AUTHORIZING A SALARY ADJUSTMENT FOR THE TOWN MANAGER.

WHEREAS, the Town of Highland Beach and Dale S. Sugerman entered into an Employment Agreement dated February 18, 2005, and;

WHEREAS, Section 2 of that Agreement says, "...on the basis of an annual salary/performance review of said Employee, Town may award Employee a merit increase not to exceed Seven (7%) Percent of base salary", and;

WHEREAS, Town Commissioners have been able to complete said performance review on forms previously provided;

NOW, THEREFORE BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH THAT:

1) Dale S. Sugerman, Town Manager shall receive a 0 % increase in base salary effective March 7, 2006.

2) All other terms and conditions of said Employment Agreement shall remain the same.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2006 BY THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA.

_____
Harold R. Hagelmann, Mayor

Attest:

_____
Doris Trinley, Town Clerk

Date: _____

TOWN MANAGER PERFORMANCE REVIEW

[7= high and 1= low]

Date: 2/27/06

A. Fiscal management:

7	6	5	4	3	2	1
☐	☐	■	☐	☐	☐	☐

B. Management and organization of Town employees:

7	6	5	4	3	2	1
☐	☐	■	☐	☐	☐	☐

C Management of Town assets:

7	6	5	4	3	2	1
■	☐	☐	☐	☐	☐	☐

D. Program development and follow-through:

7	6	5	4	3	2	1
■	☐	☐	☐	☐	☐	☐

E. Community relations:

7	6	5	4	3	2	1
■	☐	☐	☐	☐	☐	☐

F. Communication ability with the Town Commission and others:

7	6	5	4	3	2	1
☐	■	☐	☐	☐	☐	☐

G. Intergovernmental relations:

7	6	5	4	3	2	1
■	☐	☐	☐	☐	☐	☐

H. Management style:

7	6	5	4	3	2	1
☐	■	☐	☐	☐	☐	☐

J. W. NEWILL CPA
3210 S. OCEAN BLVD. PH-5
HIGHLAND BEACH, FL. 33487
561-330-7317
561-330-9029 FAX
NEWILLCPA@AOL.COM

February 28, 2006

I DOWNGRADED THE TOWN MANAGER FROM PREVIOUS REVIEWS DUE TO:

1) LACK OF SUFFICIENT ACTION ON INSUBORDINATION OF A DEPARTMENT HEAD IN EXECUTIVE SESSION OF THE COMMISSION.

2) PRESENTATION OF A BALANCED BUDGET THROUGH DEFICIT SPENDING.

3) RELUCTANCE TO CHALLENGE THE MAYOR BEFORE THE COMMISSION PREVENTING THE MANAGER, AS THE CHIEF EXECUTIVE OFFICER OF THE TOWN, FROM PERFORMING HIS JOB.

RECOMMENDED INCREASE 6%

TOWN MANAGER PERFORMANCE REVIEW

[7= high and 1= low]

Date: March 7, 2006

A. Fiscal management:

7	6	5	4	3	2	1
☐	☐	☑	☐	☐	☐	☐

B. Management and organization of Town employees:

7	6	5	4	3	2	1
☐	☐	☑	☐	☐	☐	☐

C Management of Town assets:

7	6	5	4	3	2	1
☐	☐	☑	☐	☐	☐	☐

D. Program development and follow-through:

7	6	5	4	3	2	1
☐	☑	☐	☐	☐	☐	☐

E. Community relations:

7	6	5	4	3	2	1
☐	☑	☐	☐	☐	☐	☐

F. Communication ability with the Town Commission and others:

7	6	5	4	3	2	1
☐	☐	☐	☑	☐	☐	☐

G. Intergovernmental relations:

7	6	5	4	3	2	1
☐	☑	☐	☐	☐	☐	☐

H. Management style:

7	6	5	4	3	2	1
☐	☐	☑	☐	☐	☐	☐

Sunshine Law Violation

F. - Communication ability with the Town Commissioner and others!

Recently you engaged me in a telephone conversation in which you shared some very disturbing information. You stressed your concerns relating to discussions heard by you between two members of our Commission who were ~~in~~ violating the Sunshine Law. You said this was not the first time you experienced this egregious act and that, (in your words,) "it happens all the time." This violation goes to the very core of our State & Municipal government decision making powers entrusted to us as elected officials.

As our Manager, it is your obligation and responsibility to protect the laws of our State and Municipality by addressing this issue under the Sunshine at a Commission meeting. To this date, this was not done.

A. Fiscal Management

C. Management of Town Assets

The $600,000 appropriation budget item for the Police Staff, the Retirement Plan should have been used as a negotiating tool during the Police Collective Bargaining sessions.

Rushing to approve a cost of $600,000.00 to the Town for a Retirement Plan before the Collective Bargaining Sessions began was a fiscal mistake in my opinion. (Stan North assured me that we could join this plan at any time.

Remember we pushed the approval before the Financial Advisory Board could review the Plan and make recommdations to the Commission. Why!!

Referendum Presentations
F. Communication ability with the Town Commission and others

Recently I requested to join yourself and other commissioners interested in making presentations to educate our citizens on the upcoming Referendum vote.
You must remember, as recently as last Friday I inquired as to the responses of our voters. General presentations were planned w/ you and the Vice Mayor. I told you at that time (Friday) that I intended to call Sea Gate to speak to their community regarding the Referendum issue. You said nothing so I proceeded Saturday I called the President of the Condo and was told that you and the Vice Mayor was planning a presentation on Monday. You failed to advise me the day before and I was somewhat taken back ~~when~~.

Was it your intent to select a particular Commissioner as our spokesperson for Highland Beach ?? If so or if not why not give me a courtesy call communicating your decisions.
It's Tuesday - no communication!
Who's making the decisions here?

I recalculated the merit %
from 4 1/2 % to 5 %

My decision: 5 %

(#5) Rachael Scala-Pistone
Commissioner HB

TOWN OF HIGHLAND BEACH

EMPLOYEE OATH : TOWN MANAGER

I, **DALE S. SUGERMAN**, A CITIZEN OF THE STATE OF FLORIDA AND THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY THE TOWN OF HIGHLAND BEACH, FLORIDA AS **TOWN MANAGER**, ACCORDING TO THE TOWN'S CHARTER [SECTION 2.01 (21)], AND BEING A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE, DO SOLEMNLY AFFIRM THAT I WILL SUPPORT THE CHARTER AND CODE OF THE TOWN OF HIGHLAND BEACH, THE CONSTITUTION OF THE UNITED STATES AND THE STATE OF FLORIDA.

EMPLOYEE SIGNATURE: Dale S. Sugerman

DATE: 3/7/05

ATTEST: Doris M. Tinley
TOWN CLERK

FLORIDA NEW HIRE REPORTING FORM

Send Completed Form to: New Hire
P.O. Box 6500
Tallahassee, FL 32314-6500

Fax form to: 1-888-854-4762
For more information: 1-888-854-4791
Or 850-656-3343

EMPLOYER INFORMATION

Federal Employer Identification Number 59-0951822

Employer UC Account Number (Also known as UI Number)* 99755426

Employer Name Town of Highland Beach

Address 3614 S. Ocean Blvd.,

City/State/Zip Code +4 Highland Beach, Fl. 33487

Contact Phone/Name* (561) 278-4548 / Judy Wright

Employer Address for Income Deduction Orders

Address * SAME AS ABOVE

City/State/Zip Code +4*

Contact Phone/Name*

EMPLOYEE INFORMATION

Social Security Number [redacted]

Employee Name Dale S. Sugerman

Employee Address 150 Las Brisas Circle

City/State/Zip Code Hypoluxo, FL 33462

Date of Hire: March 7, 2005 [redacted] [redacted]
(Please use 4 digit year)

*** Providing this optional data enhances our ability to perform services more efficiently.**

TRANSMISSION VERIFICATION REPORT

TIME : 03/09/2005 10:23

DATE,TIME	03/09 10:22
FAX NO./NAME	18888544762
DURATION	00:00:42
PAGE(S)	02
RESULT	OK
MODE	STANDARD ECM

Thomas E. Sliney
Partner
Direct Dial: 561.862.4152
Direct Facsimile: 561.862.4952
tsliney@hodgsonruss.com

HodgsonRuss
ATTORNEYS • LLP

February 16, 2005

VIA FACSIMILE &
REGULAR MAIL

Ms. Doris Trinley, Acting Town Manager
Town of Highland Beach
3614 S. Ocean Blvd.
Highland Beach, FL 33487

RE: DALE SUGERMAN - PENSION MATTERS

Dear Doris:

I talked with Dale Sugerman several times today regarding pension matters. Attached is a memo sent by him at my request regarding what he receives in Boynton Beach and his thoughts on his preference regarding Highland Beach.

Please distribute a copy of my letter and Mr. Sugerman's memo to all the Town Commission Members so they can review it for tomorrow's special Town Commission Meeting.

Very truly yours,

Thomas E. Sliney

TES/fg
cc: Town Commission Members
Attachments

FLADOCS 209462v1

Sliney, Thomas

From: dalesugerman@excite.com
Sent: Wednesday, February 16, 2005 11:06 AM
To: Sliney, Thomas
Subject: Pension Matters

Good Morning Mr. Sliney
Based upon our telephone conversation this morning, you have asked me to provide you with an outline of my current pension provisions with my present employer.
The City of Boynton Beach has a defined benefit plan for all general employees. This year, the City contributes 10.2% of the value of my annual salary into this City-sponsored plan. All employees are mandated to make a 7% contributory match. Therefore, I have a 17.2% total contribution going into my retirement program with each bi-weekly paycheck. This pension plan has a 5-year vesting, and I am currently 100% vested.
In addition, senior management employees have an added retirement benefit which is provided via each individual's employment agreement. Each year, the City makes a contribution into the ICMA-RC 457 plan. It is a 100% contribution by the employer. For example, our City Manager's contractual annual contribution is set at "the maximum allowed by law". At present, my annual contractual contribution from my employer is $8,000.00. This is paid into the 457 accounts in equal installments with each bi-weekly paycheck.
You mentioned to me the possibility of the Town looking at participating in the State of Florida's Pension Plan sometime this year. You also told me that existing employees would probably have an opt-out or opt-in opportunity. That is, they could continue with the Town's 401 pension plan, or move to the State of Florida Pension Plan, or possibly have a combination of the two. You also asked me about my preference on this opportunity.
It would be my preference to continue to participate in the ICMA-RC 401 program. As mentioned to you on the telephone, I have been employed as a local government manager in the State of Florida for over 17 years. None of my past employers participated in the State of Florida Pension plan, and my preference would be that I not start in that new pension program now. This may not be a problem in the way you described the timing of the State Pension Program decision, in that "current" employees will be given the "opt-in" or "opt-out" opportunity. My assumption is that if we can conclude our contract negotiations this week, and sign an employment agreement between the Town and myself, I would be considered a "current" employee; albeit a new current employee.
Hopefully, this information has been helpful to you. Please let me know if I can provide you with any additional information.
Regards,
Dale Sugerman

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Town of Highland Beach

3614 SOUTH OCEAN BOULEVARD • HIGHLAND BEACH, FLORIDA 33487

Palm Beach County, Florida

561-278-4548
FAX 561-265-3562

Mayor:
Thomas J. Reid
Vice Mayor:
Michael W. Hill
Commissioners:
John J. Sorrelli
Robert L. Lowe
Rachael Scala-Pistone
Town Manager:
Ben Saag

PERSONNEL RULES AND REGULATIONS MANUAL
SEPTEMBER 1999

Attached you will find a copy of the new Town of Highland Beach Personnel Rules and Regulations Manual, revised as of September 1999. This manual supercedes all previous Personnel Rules and Regulations Manuals issued by the Town. Should any department also have its own manual already in place, it should be known that this manual is not designed to supercede or replace it, but to be used as a supplement. However, whenever there is a conflict between an individual department's manual and the Town's Personnel Rules and Regulations Manual, the Town's manual will prevail.

Please read and sign the acknowledgement below, and return it to the Finance Department.

ACKNOWLEDGEMENT

I hereby acknowledge receipt of a copy of the updated "Personnel Rules and Regulations" Manual dated September 1999. I understand that this manual supercedes all previous Personnel Rules and Regulations manuals.

I also agree to return my copy of this manual upon separation of employment.

Dale S. Sugerman
Signature

DALE S. SUGERMAN
Printed Name

FEBRUARY 22, 2005
Date

SECTION VIII: Acknowledgement of Receipt of Safety Manual

All employees will receive their personal copy of the Town's Safety Program and Procedures Manual. They are all required to read it and will be held responsible for understanding how the basic safety rules apply to their specific job operations. The employee's supervisor will meet with all employees to review this safety manual with them and to be available at any time to respond to safety questions. Each employee will sign below indicating that he/she has received a copy of this safety program, has reviewed it, and has had an opportunity to ask specific questions to assure a basic understanding.

By signing below, I, DALE S. SUGERMAN acknowledge the receipt of the Town of Highland Beach Safety Manual. Further, I confirm that I have read and understand the contents of this manual and how it pertains to my specific job function with the Town. I also understand that I have the opportunity to review the contents with my supervisor and ask questions.

Dale S. Sugerman
Signed by

FEBRUARY 22, 2005
Date

Town of Highland Beach

3614 SOUTH OCEAN BOULEVARD • HIGHLAND BEACH, FLORIDA 33487

Palm Beach County, Florida

561-278-4548
FAX 561-265-3582

Mayor:
Thomas J. Reid
Vice Mayor:
Joseph J. Asselta
Commissioners:
Robert L. Lowe
Rachael Scala-Pistone
Miriam S. Zwick

February 24, 2005

International City/County Management Association
Membership Department
777 North Capitol Street, NE
Suite 500
Washington, DC 20002

Attention: Evelyn Jones

Dear Ms. Jones:

Please be advised that Dale S. Sugerman, Assistant City Manager of the City of Boynton Beach, Florida since 1994 has been appointed Town Manager of the Town of Highland Beach, Florida.

Sincerely,

Thomas J. Reid
Mayor

C: Town Commission

February 22, 2005

Doris-

Could you please send an announcement of my appointment as Town Manager to ICMA?

It should read:

"Dale S. Sugerman, Assistant City Manager of the City of Boynton Beach, Florida since 1994 has been appointed Town Manager of the Town of Highland Beach, Florida"

This should be sent to:

International City/County Management Association
Membership Department
777 North Capitol Street, NE
Suite 500
Washington, DC 20002

Attn: Evelyn Jones

Thank you,

Dale

Dale

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 18 day of February 2005, by and between the Town of Highland Beach, Florida, a municipal corporation, hereinafter called "Town", and Dale S. Sugerman, hereinafter called "Employee", pursuant to these terms and conditions:

W I T N E S S E T H:

WHEREAS, the Town desires to employ the services of Dale S. Sugerman as Town Manager of the Town of Highland Beach, Florida, pursuant to Section 3.01 of the Town Charter of Highland Beach, Florida; and

WHEREAS, it is the desire of the Town Commission, hereinafter called "Commission", to provide certain benefits and establish requirements regarding the employment of said Employee by the Town; and

WHEREAS, Employee wishes to accept employment as Town Manager under the terms and conditions recited herein.

NOW, THEREFORE, Town and Employee agree to the following:

Section 1. **DUTIES**

Town agrees to employ Dale S. Sugerman as Town Manager of the Town of Highland Beach, Florida, to perform the functions and duties specified in Section 3.01 and Section 4.01 of the Town Charter and Section 2-48 of the Town Code, as amended or modified

from time to time and as otherwise specified in the Town Charter and Town Code of Ordinances, and to perform other legally permissible and proper duties and functions as the Commission shall from time to time assign.

Section 2. **SALARY**

Town agrees to pay Employee for his services rendered an annual base salary of Ninety-Five Thousand ($95,000) dollars payable in installments at the same time as other employees of the Town are paid. Town shall provide to Employee any and all cost-of-living adjustments provided to all other employees of the Town at such time that the general employees receive a cost-of-living adjustment. In addition, on the basis of an annual salary/performance review of said Employee Town may award Employee a merit increase not to exceed Seven (7%) Percent of base salary. Said review shall be made on the Employee's anniversary date and shall focus on (but shall not be limited to) the following areas:

A. Fiscal management

B. Management and organization of Town employees

C. Management of Town assets

D. Program development and follow-through

E. Community relations

F. Communication ability with the Town Commission and others

G. Intergovernmental relations

H. Management style.

Section 3. **TERMS OF EMPLOYMENT**

A. Employee's term of employment shall commence on March 7, 2005, and shall continue subject to Section 3B of the Agreement.

B. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Town Commission at any time upon an affirmative vote of not less than three (3) members of the Town Commission to terminate this Agreement and the services of Employee at any time in accord with Section 3.01 of the Town Charter. In such event, the provision set forth in Section 4, Paragraph A, of this Agreement shall apply.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with the Town, subject to the notice provisions set forth in Section 4, Paragraph B. of this Agreement.

D. The Employee agrees to remain in the exclusive employ of the Town and not become employed by any other employer while employed by the Town. Employee may engage in limited teaching, consultation or other business opportunities that do not interfere with his employment with the Town upon prior approval by the Town Commission, which approval shall not be unreasonably withheld.

E. The Town's business and management affairs obligate the Employee to routinely work or represent the Town beyond regular or customary Town Hall business office hours or work days. The Employee shall receive no overtime pay or additional compensation for any such time or work. In consideration of this obligation and provided Employee's duties are performed in a timely manner as determined in the sole discretion of the Town, the Employee's

work day schedule may, from time to time, be flexible or other than usual Town Hall business office hours or work days.

Section 4. **TERMINATION CONDITION**

A. In the event Employee is notified by the Town that he is to be terminated by the Town Commission, the Town agrees to pay Employee a lump sum cash payment equal to twelve (12) months during the first year of this agreement, and nine (9) months during each succeeding year of this agreement, aggregate salary plus accrued vacation and sick leave pursuant to the Town Personnel Rules and Regulations to be payable on the effective date of termination. Provided further that the Employer will continue health and medical benefits for Employee six (6) months from the effective date of termination.

B. In the event Employee resigns his position then Employee shall give Town a minimum of thirty (30) days notice in advance, unless the parties otherwise agree in writing. In the event Employee resigns he will not receive the twelve (12) months or nine (9) months, as the case may be, aggregate salary set forth in Section 4.A. Employer will continue health and medical benefits for Employee pursuant to COBRA at Employee's expense.

C. In the event Employee is terminated because of his conviction or plea of guilty of any felonious act, then, in that event, the Town shall have no obligation to pay the aggregate severance sum.

D. In the event of Employee's death this Agreement shall be terminated as of the date of death. In the event of Employee's death, the Town shall pay Employee's designated beneficiary all accrued benefits due Employee under this Agreement within thirty (30) working days of the Employee's death.

Section 5. **AUTOMOBILE**

Due to the nature of the position, the size of Palm Beach County and the number of out-of-town meetings the manager is expected to attend, the Town agrees to compensate the manager Five Hundred ($500) dollars per calendar month for automobile related expenses. Said money shall be paid to the manager through a separate payroll check on the first pay date of each month. In exchange for the Five Hundred ($500) dollars per month, the manager agrees to not request any mileage reimbursement for travel within the State of Florida.

Section 6. **VACATION AND SICK LEAVE**

Employee shall receive and accrue vacation to the same extent as exempt employees and shall receive and accrue sick leave to the same extent as every Town employee based on the criteria set out in the Town Personnel Rules and Regulations except that the Employee shall be credited with 80 hours of vacation accrual and 80 hours of sick leave accrual with the first bi-weekly payroll; and be compensated for same upon separation to the same extent as general employees of the Town based on the criteria set out in the Town Personnel Rules and Regulations but shall not be compensated for the above credited 80 hours of vacation accrual and 80 hours of sick leave accrual at termination. During the first year vacation shall be available as accrued.

Section 7. **HOLIDAYS**

Employee shall be entitled to the same paid holidays as are provided to the other general employees of the Town.

Section 8. **DISABILITY, HEALTH AND LIFE INSURANCE**

Employee shall receive the same disability and health/hospitalization benefits as are granted to other employees of the Town except that the thirty (30) day waiting period for coverage shall be waived. The health/hospitalization benefit includes the Employer paying the monthly insurance premium for the Employee and one dependant. In accordance with Town's health plan the Town will contribute One Hundred ($100) dollars per month on his behalf for his benefit for a dependent child. Employer shall provide Employee with a term life insurance policy of One Hundred Fifty Thousand ($150,000) Dollars while Employee is employed under this Agreement; the beneficiary of that policy to be determined by the Employee.

Section 9. **RETIREMENT**

The Town agrees to execute all necessary agreements provided by the International City Management Association Retirement Corporation (ICMA-RC) for the Town's continued participation in said ICMA-RC retirement plan (Highland Beach 401 Retirement Plan) and to fund same on Employee's behalf to the same extent as general employees of the Town.

Effective immediately upon employment the Employer shall contribute to the ICMA-RC retirement plan (Highland Beach 457 Retirement Plan) an amount equal to Five Percent (5%) of the Employee's annual salary, payable in installments to the plan at the same time as other employee contributions might be paid into the plan.

Section 10. **PROFESSIONAL/EDUCATIONAL DEVELOPMENT**

A. The Town agrees to budget and to pay for the professional dues and subscriptions of the Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued

professional participation, growth and advancement, and for the good of the Town. Participation in such organizations shall be subject to the approval of the Town Commission.

B. The Town agrees to budget for and pay the reasonable and necessary travel and subsistence expenses of the Employee for professional and official travel, meetings and occasions adequate to continue the professional development of the Employee, and to adequately pursue necessary official and other functions for the Town, including, but not limited to, the Annual Conference of the ICMA, the Florida City/County Manager's Association and such other regional, state and local governmental groups and committees thereof which the Employee serves as a member. The Employee is scheduled to participate in an International Committee meeting of the ICMA from April 14-22, 2005 in Haarlem, Holland. The Employee will cover the expense of transportation to and from that meeting and the Employer will cover reasonable costs for food and lodging for this meeting. The Employee will be granted Administrative Leave time off to participate in this meeting.

C. The Town also agrees to budget and to pay for the reasonable and necessary travel and subsistence expenses of the Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Town.

Section 11. **BUSINESS EXPENSES**

A. Town agrees to reimburse Employee for all ordinary and necessary business-related expenses incurred by Employee in the performance of his duties hereunder upon presentation to the Finance Director of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

B. Town agrees to provide Employee with the appropriate technology to perform his duties, which shall include a desktop computer, a laptop computer, and a Nextel

Blackberry cell phone (or equivalent) required for the Employee to perform the job and to maintain communication with elected officials, Town staff and the general public outside of normal business hours.

Section 12. **INDEMNIFICATION**

The Town shall provide a legal defense, and indemnification against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring within the scope of Employee's employment and performance of Employee's duties and functions, under the same terms and conditions as provided to other employees of the Town in accordance with the requirements and provisions of the Town Charter and Code of Ordinances of the Town of Highland Beach. The Town shall have the right to compromise and settle any such claims or suit and pay the amount of any such settlement or judgment rendered thereon, in its sole discretion.

Section 13. **BONDING**

Town shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 14. **OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

A. The Town and Employee may mutually agree to modify, amend or fix such other terms and conditions of employment as may be determined, from time to time, to be necessary or appropriate, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Town Charter or any other law.

B. In addition to the benefits cited within this Agreement, Town agrees to provide Employee with any and all benefits that apply to other employees of the Town.

Section 15. **GENERAL PROVISIONS**

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

B. This Agreement shall be interpreted pursuant to the Laws of the State of Florida. Venue for any dispute shall be Palm Beach County, Florida.

C. If any provision, or any portion thereof, contained in this Employment Agreement is held 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.

IN WITNESS WHEREOF, the Town of Highland Beach, Florida, has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested to by its Town Clerk, and approved as to form by the Town Attorney, and the Employee has signed and executed this Agreement in duplicate on the day and year first above written.

Witness

Witness

Dale S. Sugerman

Town of Highland Beach

Witness

By: _____
Mayor

Witness

Attest: _____
Town Clerk

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

By: _____
Town Attorney

FLADOCS 209759v1

TOWN OF HIGHLAND BEACH

MINUTES OF TOWN COMMISSION MEETING

REGULAR MEETING

Tuesday, February 1, 2011 1:30 PM

Mayor Jim Newill, CPA, called the Regular Meeting to order in Commission Chambers at 1:30 PM.

CALL TO ORDER:

Roll Call: Members present: Mayor Jim Newill, CPA; Vice Mayor Miriam S. Zwick; Commissioner Doris M. Trinley; Commissioner John J. Sorrelli; and Commissioner John J. Pagliaro. Also present: Town Attorney Tom Sliney; Town Manager Dale S. Sugerman; Town Clerk Beverly M. Brown; Chief of Police Craig Hartmann; Public Works Director Jack Lee; Deputy Finance Director Cale Curtis; Assistant to the Town Manager Zoie Burgess; and members of the public.

Pledge of Allegiance: The Pledge of Allegiance was given, followed by a minute of silence in honor of members of the military, both living and deceased.

Civility Pledge: The Civility Pledge was recited by the Town Clerk.

1. ADDITIONS, DELETIONS OR ACCEPTANCE OF AGENDA

Mayor Newill asked for any additions or deletions. Receiving none, the agenda was accepted as presented.

2. PUBLIC COMMENTS AND REQUESTS

No public comments received.

3. PRESENTATIONS

None

4. BOARDS AND COMMITTEES

A) Board Correspondence:
- None

B) Board Action Report:
- Attached

C) Board Vacancies:
- None

D) Monthly Board Meetings
- Special Magistrate – February 3rd – Cancelled
- Beaches & Shores Advisory – February 8th – Regular - 9:30 AM
- Boards Luncheon – February 9th – Noon
- Planning Board – February 10th – Regular – 9:30 AM (Change in date)
- Bd. of Adjustment – February 15th - Regular - 9:30 AM

5. PROPOSED ORDINANCES AND RESOLUTIONS

A) **RESOLUTION 11-001 R – Tabled 1/4/2011**
A RESOLUTION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, APPOINTING PALM BEACH COUNTY SUPERVISOR OF ELECTIONS SUSAN BUCHER AND ONE PALM BEACH COUNTY COMMISSIONER TO THE TOWNS' CANVASSING BOARD AND AUTHORIZING SUSAN BUCHER AND ONE PALM BEACH COUNTY COMMISSIONER TO REPRESENT THE TOWNS' CANVASSING BOARD FOR THE GENERAL MUNICIPAL ELECTION OF MARCH 8, 2011.

MOTION: Comm. Pagliaro moved to take Resolution No. 11-001 R off of the Table; seconded by Vice Mayor Zwick.

ROLL CALL:

Comm. Pagliaro -	Yes
Vice Mayor Zwick -	Yes
Comm. Sorrelli -	Yes
Comm. Trinley -	Yes
Mayor Newill -	Yes

Motion passed with a 5-0 vote.

Town Clerk Brown read Resolution No. 11-001 R, title only, into the record.

DISCUSSION: Vice Mayor Zwick inquired if the question regarding costs was answered. Town Clerk Brown – Stated the costs for this election will be the same as the costs in 2009.

MOTION: Comm. Sorrelli moved to adopt Resolution No. 11-001 R, seconded by Vice Mayor Zwick.

Motion passed with a voice vote.

6. NEW BUSINESS

A) **Authorizing the Mayor to Sign and Agreement for Vote Processing and Election Services with the Supervisor of Elections. – (Tabled 1/4/2011)**

MOTION: Comm. Sorrelli moved to take the Agreement for Vote Processing and Election Services with the Supervisor of Elections off of the Table; seconded by Vice Mayor Zwick.

Motion passed with a voice vote.

Town Manager Sugerman – This is a contract between the Town and the Palm Beach County Supervisor of Elections for vote processing and election services for the March 2011 election. This was introduced at last month's Regular Commission Meeting, and there were a number of questions that some of the other municipalities were asking in regards to some of the clauses of the agreement. The day of our January Commission meeting, actually an hour before the meeting, these questions surfaced. We thought it was best at that time that the Commission table the item. Since last month, not much has changed except our Town Clerk and Town Attorney have had a chance to look at it a little closer and they both now concur that it would be ok for the Commission to move forward and enter into the agreement. I would refer to each of them if they want to add anything.

Town Attorney Sliney – I have nothing to add. Town Clerk Brown – I am fine with the agreement.

Vice Mayor Zwick – One question. Am I correct, in the figures that have been given, that these are not set in stone? That the figures could change over each election according to the needs of the Supervisor of Elections? Town Clerk Brown – The figures associated with this agreement are the same ones used in the 2009 election cycle. It is basically according to how many municipalities hold an election every year; how many absentee ballots are issued; and how many times we call the Supervisor's office for information. Manager Sugerman – It also depends on how many people turn out to vote. The Supervisor is adding cost per vote. What the Supervisor of Elections is doing, is setting up a costly relationship, but frankly we do not have much choice. Even if she is charging per vote, it is less expensive than purchasing our own equipment and mechanism. Town Clerk Brown – In previous years, if you asked for an absentee ballot for one election, you would automatically receive a ballot for the next three elections. The procedure was changed last November, where you now have to request a ballot for each election that you chose to vote. During the presidential election, there might have been 1,000 absentee ballots requested, those individuals would have automatically received a ballot for the March election. This will no longer be true. Vice Mayor Zwick – I think you should spread this news to the residents.

MOTION: Comm. Sorrelli moved to authorize the Mayor to sign and agreement for Vote Processing and Election Services with the Supervisor of Elections; seconded by Vice Mayor Zwick.

Motion passed with a voice vote.

B) Authorize the Mayor to sign a Contract with Kilbourne & Sons in the amount of $22,470.00 for the Installation of Header Curbs on Side Streets Intersecting SR A1A and Allocate Funding from the General Reserve of Contingency – Account #001-590.000-599.000

Town Manager Sugerman – This item is to authorize the Mayor to sign a Contract with Kilbourne & Sons in the amount of $22,470.00 for the Installation of header curbs on side streets intersecting SR

A1A and allocate funding from the General Reserve of Contingency – Account #001-590.000-599.000. I won't go into detail on this, but basically what this is, is asking the Commission to approve a contract to install header curbs on the radii of three residential streets that intersect with SR A1A – Highland Beach Drive, Russell Drive, and Bel Air Drive. We discussed this at great length at last weeks meeting, but it was a workshop and there was no voting. Today's meeting is when the Commission can actually vote. Typically we will put this type of activity on our Consent Agenda, but I asked that it be put under New Business, as the wording of this contract has one little quirk to it, in that funds were not budgeted for it in this current fiscal year. There is money available, but it would take action of the Town Commission to make those funds available. If the Commission wants to approve this contract, we will need to take money from the Reserve for Contingency line item.

MOTION: Vice Mayor Zwick moved to authorize the Mayor to sign a Contract with Kilbourne & Sons in the amount of $22,470.00 for the installation of header curbs on side streets intersecting SR A1A and allocate funding from the General Reserve of Contingency – Account #001-590.000-599.000.; seconded by Comm. Pagliaro.

Discussion: Comm. Sorrelli – Why couldn't this have been included in our recently completed road work? Manager Sugerman – This is a different contract and is not related to the project just completed.

ROLL CALL:

Vice Mayor Zwick -	Yes
Commissioner Pagliaro -	Yes
Commissioner Sorrelli -	Yes
Commissioner Trinley -	Yes
Mayor Newill -	Yes

Motion passed with a 5-0 vote.

C) Authorizing the Mayor to Sign an Agreement for Utility Bill Printing and Mailing Services

Town Manager Sugerman – Over the course of the past year, we have been looking at ways to streamline our utility billing function, as well as find a way to save time and cost. Based upon visits with various vendors at state-wide and national trade shows, we have identified a number of vendors who can provide the Town with utility billing, printing and mailing services much less expensively that we can provide ourselves. They do this through their ability to undertake bulk purchasing and high speed mass mailings. Deputy Finance Director Cale Curtis has completed the research on three companies that provide this service. Attached is a complete packet of information which describes how our utility billing printing and mailing services presently cost in the Town of $690 per billing, plus one half day of labor. The preferred vendor will be able to handle all of our billing for $430.00 per month, including postage (after the payment of a onetime set up fee of $200.00) and give us back the one half day of labor per billing cycle. The proposed vendor (Municipal Code Corporation) is the same vendor that the Town currently uses for our on-line Code of Ordinances products known as MuniCode, as well as our document imaging program known as Laserfiche. Their utility billing

function just happens to be a different division of the same organization. We have always been happy with the quality of their work and their responsiveness. Should the Town want to do so, the vendor also has an option where the Town can have inserts placed in the utility bill envelope. This would, of course, be for an additional cost. The agreement as proposed would be for a two year contract with an additional two year renewal if both parties agree. There is a 30 day cancellation clause available to either party. Cale Curtis is in attendance if there are any questions. I would recommend approval of this contract.

MOTION: Comm. Sorrelli moved to authorize the Mayor to sign an agreement for utility bill printing and mailing services with Municipal Code Corporation; seconded by Comm. Pagliaro.

ROLL CALL:

Commissioner Sorrelli -	Yes
Commissioner Pagliaro -	Yes
Commissioner Trinley -	Yes
Vice Mayor Zwick -	Yes
Mayor Newill -	Yes

Motion passed with a 5-0 vote.

D) Asphalt Consultants, Inc. – Contract Dispute

Town Manager Sugerman – At last week's Commission meeting, I was asked by the Commission, and I offered to meet with the contractor, actually the president of Asphalt Consulting, Inc. He and I met last Thursday afternoon for one hour. We did have a very reasonable discussion. However, after I had my meeting with the contractor, somebody instructed the Public Works Director to hold a separate meeting. A separate meeting was held with the Public Works Director, the Contractor, the Consulting Engineer and our Deputy Finance Director. So, I believe based upon the instructions given to the Public Works Director, all of my efforts were for not. So, I have nothing further to report.

Comm. Sorrelli – You do not have a report on the meeting? Manager Sugerman – I believe my meeting became irrelevant when the Public Works Director was instructed to hold a subsequent meeting. Comm. Sorrelli – Where are we with the contract? Manager Sugerman – Maybe the Public Works Director should report, because his meeting was subsequent to my meeting.

Mayor Newill – Do you wish to hear from the Public Works Director? Comm. Sorrelli – Yes, is he here? Mayor Newill – I think there has been a little bit of miss information here. I mentioned it to the Public Works Director that there should be a way to make some type of compromise with the contractor. I did not direct him to hold a meeting. I do not have the authority to direct any employee of the Town to do anything.

Jack Lee - Public Works Director – Good afternoon. I was asked to contact the contractor in an effort to see if we could have a compromise on this dispute. I did meet with the contractor yesterday afternoon, along with the Town's Engineer, Aaron Cutler. There was some disagreement on the

final costs of Change Order No. 2, a deductive change order. So, we left the meeting with nothing being resolved at that time.

Mayor Newill – Does the Commission have any direction on where this matter should go? Comm. Sorrelli – Before they start with a lawsuit, I want to know what happened. Where are we standing? PWD Lee – Commissioner, we will still go back and talk to the contractor again to see if we can resolve this without going to litigation. Mayor Newill – I would hope that the Commission would be of the opinion that we could come up with some compromise rather than a lawsuit. I think nobody wins in a law suit except the attorneys. Town Attorney Sliney – I would agree that you should make another shot at it.

Mayor Newill –I think what I am hearing from the Commission is that they would like you to try and go back and come up with a number that you are comfortable with and hopefully the contractor will be in agreement.

Comm. Pagliaro – Jack is it your opinion that you believe that this can be resolved to our satisfaction? PWD Lee – I am convinced of that. The contractor committed to a number. I was not happy with that number. Would like to meet with our Consultant to discuss the change order in dispute and the numbers. I also want to talk the Town's Engineer's about this, Aaron Cutler in specific, to see where we stand with these three issues that the Town Manager and the Contractor are in disagreement. I feel confident in my mind that it is to the Town's best interest to come to a settlement with the contractor. I feel it would be better than going through litigation. You are not only going to have to pay lawyer fees, but fees for the engineers as they would have to give testimony based on their history of what transpired. This goes all the way back to April. I believe the Town Manager made the decision initially to go to arbitration and then he took it off the table. What we are trying to do now is resolve this without having to go to court. I think we can do this for less than $20,000.00.

Mayor Newill – I believe all the Commissioners hope you are successful.

7) MISCELLANEOUS – ITEMS LEFT OVER:

A) Status of Town Manager

Mayor Newill – We brought this over from the previous Commission meeting. It is the will of the Commission whether to continue this discussion.

Comm. Sorrelli – Mr. Mayor I would like to make a motion:
MOTION: Whereas, the Town Manager, Mr. Sugerman, has chosen to ignore a direct order issued by the Town Commission on January 4, 2011 to rescind the excessive punishment issued to the Town Clerk on her first recorded violation by the Town Manager; and whereas the Town Manager has failed to execute the Commissions' order within a reasonable amount of time and by doing so has caused unnecessary embarrassment to descend on the Town; and whereas the Town requires a Manager who will follow direct orders of the Town Commission and keep the best interests of the Town paramount in all decisions, I move that the Town Commission immediately suspend the Town

Manager with pay, for a period of five months. During the suspension, the Town Manager would be banned from all Town property, relinquish all use of Town equipment, supplies, Town personnel and services. Comm. Trinley seconded the motion.

Mayor Newill – I am sorry Sir, you can only address the Commission at the beginning of the meeting or at the end of meeting. We have held fast to this procedure. It has been moved and seconded, any further discussion?

Vice Mayor Zwick - I will speak louder so everyone can hear me now. I really have never spoken out to a great extent over any one of the issues that have come before this Town in all of the years that I have had this extreme honor and pleasure of sitting here on this dais as a Commissioner and as your Vice Mayor, or for the years that I spent in service on various committees. At this time I feel it is duty bound of me to speak out and let everybody know where I stand, rather than play the silent one again. I probably would have never come to this had I not been a recipient of phone calls immediately after the first workshop meeting when this item came up from out of town, non-residents eager for me to vote in their pleasure. Explaining why they thought this one was right and that one was wrong. As I explained to these people who called, I do not know their names, did not write them down, one of them was a part-time manager of a nearby Town, or had been. I did not get his name or anything. That is the only identification. Then I received phone calls from members of the community. Friends that I have had for twenty five years, also advising me what they think my vote should be. I appreciate their concern and interest for me in particular to protect myself. But, that is not my job. You did not vote for me or elect me to protect my job. You voted me to act as best I could, in the best interest of the Town of Highland Beach, and that is what I want to try to do. So my dear fellow Commissioners, and esteemed audience at large, it is with some trepidation that I am preparing this report to you. If you recall, several weeks ago our work was thrown into a case of extreme difficulty by the introduction of a problem regarding the dissemination of some apparent racist, sexist literature that had been distributed by a Town employee via the Town of Highland Beach's computer email program. By this act, the good name of Highland Beach was held up to ridicule. The frightening thought that I cannot overlook is that this type of immature humor could easily have been or might become the door way to vicious and irresponsible religious or ethnic hate mail hidden among the shameful hee haws that are in evidence. What could have our response have been in such a scenario? It may not and irresponsible religious or ethnic hate mail hidden among the shameful hee haws that are in evidence. It may not have happened, but the possibility is to close to home to hide our heads in the sand. Primarily my shock was centered on the fact that I knew absolutely nothing about the subject and yet there was a strong indication that I might be alone on all of this dais in this matter, and perhaps had been deliberately left out of the loop for whatever reason. Yet not in the open, I deliberately kept my peace since speaking to the issue that I knew nothing about could be unfair and remiss in my duties. To my chagrin, I was pointedly urged to voice an opinion from the rather heated discussion. I realized I was right in my assumption that there had already been quite a bit of contact among others and that I had been deliberately left out. The reasons are strictly speculation, though they are not worthy of presentation. I could not bring myself to remain withdrawn and my reasoning ran as follows: The proposal was to order our Town Manager to rescind his legal recommendation for discipline as carefully outlined by our Town Attorney according to the orders of liability alluded to him in such a contingency. Where upon the affective party could have and should have been by rights entered an appeal. After which, and only then could a final judgment have been made. In spite of this very clear democratic process opened,

the party in question chose to hire an attorney in preparation of a legal defense. A proposal was made by a Commissioner to overlook the allowable legal process. To overlook the offense and to order the Town Manager to accept a new judgment disregarding the protocol and accept the decision of the Town Commission to forgive and forget. A decision fostered only by a very brief discussion that had just ensued. As it turned out, I wrongly thought that we all as a Commission agreed even if some questioned the legality of the Code. A positive stance might restore a sense of order and stability and to protect the good name of the Town of Highland Beach. As I clearly stated when I cast my vote that was my hopeful expectation. To my chagrin, this vote unfortunately allowed certain individuals to rush to judgment and decide to use it as a wedge to unseat the Manager who had chosen to remain with his original proposal of being the correct democratic process. Now we are faced with a decision to harshly punish the Manager for his actions by allowing him, originally I had a four months suspension, but now it is five months, with pay followed by a notice not to renew his contract. We by law now would place into the position of Town Manager the very individual who was accused of the original breach of conduct that began this whole disrespectful debate. Further, I find it extremely uncomfortable to utilize the legal services of Buckingham Doolittle & Burroughs, LLC and Mr. Tom Sliney as Town Counsel when it appears that the events in question may have originated or at the very least been spread by a member of his firm. With the greatest of deep personal respect for Mr. Sliney and his law firm and associates, it would seem wise and prudent of them to recues themselves from this situation until their own position in the airing of racist, sexist jokes and remarks have been fully clarified and they themselves have been exonerated. The new important question is: Would they have given Dr. Sugerman the same legal advice had they known that a member of their own staff was involved in this email transmission? I must reiterate my embarrassment that this very unfortunate incident has marked the good name and the proud reputation of the Town of Highland Beach. I beg my fellow Commissioners that we not be drawn to the level of vituperators' interaction, I ask only that much clear thinking be applied to this issue and that we do all in our power to examine the prior proceedings in light of fairness and democratic reasoning. If the suspension of the Town Manager comes to a vote, I will move to table that motion at that time with all of the evidence supporting this decision was made known to the Town Commission and the entire Town of Highland Beach. Anything other than that will be tantamount to a trail with this Commission acting as a judge and jury. Each of us must remember when we took the oath of office as a Commissioner; we swore to uphold the laws of the Town of Highland Beach. We would be remiss in our duties as sworn Commissioners by not bringing clear and concise consideration to the very difficult questions. With the greatest respect that our Town Commission and our entire citizenry, I remain, Miriam Zwick, Vice Mayor.

Comm. Pagliaro – I want you to know Vice Mayor, you are not alone. If you go back when this first came up, one of the questions I asked was that the event occurred on January 3rd. The Town Manager had sent a disciplinary directive to our Town Clerk stating that she would be suspended for one month without pay. I believe a ten day appeal process was to have begun. One of the comments that I made at that meeting – "what is the rush to move forward without waiting for the appeal process." I would ask Tom Sliney or the Mayor, has there been an outcome to this appeal? Has the appeal happened? Attorney Sliney – Yes, the Town Clerk through her attorney has filed an appeal. Comm. Pagliaro – Where is that appeal at this point in time? Attorney Sliney – It is still pending. Comm. Pagliaro – It is still pending. So we as a Commission have an appeal pending, and we are about, from what my understanding is, to move to suspend out Town Manager. I have some questions, I would like to ask. We have a Code of Ordinances for the Town of Highland Beach. I

want to direct you to Section 3.01 – Town Manager. The affairs of the Town of Highland Beach shall be administered by a Town Manager. Section 3.03 – The Town Manager shall direct the administration of the Towns' Departments. Such Departments shall include and shall not necessarily be limited to the following or some combination or variations thereof: Clerk, Finance, Building, Police, etc. Section 4.01 – Town Manager – The Town Manager shall have all supervision over all Town affairs. Shall see that all of the ordinances are faithfully executed and shall have the power to suspend or discharge any administrative officer or employee of the Town with the exception of the Police Chief. I say again, my sense is that we over stepped our bounds as a Commission, it is my opinion precipitously, while we already had taken a vote. I think the Mayor mentioned it, that we generally felt at the time, that it was excessive. This Commission voted 5-0, to not suspend without pay, but to place a reprimand in her file, for a period of one-year, and if there were no additional circumstances that occurred that would be removed from her file. Then we received shortly thereafter, the Mayor submitted this as a suggestion. If we agree with this directive, recommended by the Mayor, we have ignored the many contributions Dr. Sugerman has made as Town Manager, and the intent of this directive is inconsistent with the many achievements that have significantly benefited our Town. Does the punishment fit the crime?

Mayor Newill – Thank you Commissioner. Would any other Commissioner wish to make a statement? Comm. Sorrelli – There is a motion on the floor.

Mayor Newill – I would like to make my statement if no one else wants to. The only thing that I would like to point out to the Commission, is there are a number of individuals throwing all this smoke in the air about emails. The emails were addressed by Dr. Sugerman. That is a completely different venue than what we are in right now. That venue is out there, and Dr. Sugerman, the Town Clerk and a Hearing Officer will handle that. The jokes are just a lot of smoke. It does not belong in this venue. That is in its own venue and it has its due process. The venue here is that the Commission gave a direct order to the Town Manager which he has refused to do. To me, that is what we are here to decide on. The rest of this does not belong here. It has its own venue and that is where it should be settled. Any more comments?

Comm. Pagliaro – May I ask the Town Attorney one? You have heard all of this and you have read some of the material. In your opinion, is the Town subject to any liability in terms if this proceeds forward? Attorney Sliney – I think you asked the same question at the last meeting, and I told you at that meeting, anybody can do what ever they wish. As far as I am concerned regarding the motion that has been presented by Commissioner Sorrelli, I think it is sustainable in the Town's position. I cannot forecast the future regarding what any individual may do.

Mayor Newill – No more comments. Then we will have a roll call vote.

Manager Sugerman – May I offer a comment? Mayor Newill – Certainly. Manager Sugerman – I do not have any prepared remarks. I did not know exactly where the Town Commission was going to go, but obviously you are going to vote on the suspension. I am going to suggest a few things. Actually, I think a suspension is fine. And here is why. Let's have a cooling off period. There has been some really heated discussion. I think it has even led to anger. I think the anger is a little misguided. I might even be a little angry. I believe strongly in the Council/Manager form of government, which is our form of government. I understand the directive of the Commission from

the January 4th meeting. I haven't refused to follow that directive, as the Mayor has suggested. Actually what I have done is taken no action. The reason why I have taken no action, in spite of the fact that the Mayor thinks the two items are separate and distinct, I think they are tied. I have taken no action because the employee is still within the appeal period. I want to respect due process on behalf of the employee. I want to respect our Town Charter and our Code. I think a number of folks are missing some of the true issues here. I think a cooling off period is fine. I appreciate that Commissioner Sorrelli is offering it with pay. Thank you. That is the gentleman thing to do. Actually, the Mayor offered it with pay initially, but Commissioner Sorrelli actually made the motion. I appreciate that extension of that offer. I won't fight the Commission on what you want to do. Suspending me with pay will be a good cooling off period. If individual members of the Commission, or the Commission collectively, or the Town Attorney in his office, want to look further into the determination that I made, and whether or not it was an appropriate determination, or a legal determination. You folks can use the next five months to do that. I will let you be. I do take a little exception to some of the language in the motion about banning me from the Town Hall grounds, banning me from use of equipment, banning me from interacting with personnel. I will take my suspension. I will not show up at Town Hall. I will turn in my blackberry; turn in my computer; turn in the Town credit card; turn in the keys. Although since you are going to suspend me with pay, part of my compensation is the use of a leased vehicle. So I will be using the leased vehicle during the suspension period. But everything else – the computer, keys, access to Town Hall, credit cards will be turned in. Then use the five months to figure out where you want to be, and I will do the same. That is all I have to comment. Thank you Mayor.

Comm. Trinley – I would like to speak on behalf of the Clerk. Commissioner Pagliaro finished his remark by saying: "Does the punishment fit the crime?" I would ask the same questions of the supposed one month's suspension without pay for the Clerk? I also repeat my question, and the Town Manager has stated that there was an answer to it: "Why was nobody else's computer broken down?" Everybody else was doing fine with their computers, nobody did anything wrong with them only one computer was taken down. Why? Don't forget this lady is a MMC – Master Municipal Clerk. She did not originate these emails. She did not disseminate them to anyone in house. She received them and forwarded them out. So we ought to keep that in mind too. She never asked to receive them. I think her name has been sullied too, as a Master Municipal Clerk.

Mayor Newill – Thank you Commissioner. Town Clerk I did call for a roll call vote.

ROLL CALL:

Commissioner Sorrelli -	Yes
Commissioner Trinley -	Yes
Commissioner Pagliaro -	No
Vice Mayor Zwick -	No
Mayor Newill -	Yes

Motion passed with a 3-2 vote.

Town Manager Sugerman – Would you like me to leave now?

Comm. Sorrelli - Not yet. I have another motion.

MOTION: I move that the Town Commission immediately send by registered mail, their intention not to extend for another year Mr. Sugerman's services as Town Manager under his current contract, ending June 30, 2011.

Mayor Newill – Is there a second? Comm. Trinley – Could you read it again? Comm. Sorrelli – I move that the Town Commission immediately send by registered mail, their intention not to extend for another year Mr. Sugerman's services as Town Manager under his current contract, ending June 30, 2011. Comm. Trinley – In that regard, I favor what the Town Manager said – let's give it some time to cool off before we make such a move.

Mayor Newill –Apparently we do not have a second. We are not tabling it, but it could come up in a future meeting. At this time I will call a fifteen minute recess.

Recess at 2:20 P.M.

Mayor Newill – Called the meeting back to order at 2:35 PM. Mr. Sugerman did not return to the meeting.

B) Appointment for two (2) three-year terms on the Beaches & Shores Advisory Board
Elizabeth Andrews – 3720 S. Ocean Blvd.
Ira Oaklander – 1000 Russell Drive
Alexis Pinken – 3720 S. Ocean Blvd.

Town Clerk Brown stated that we had three Talent Bank applications for two positions on the Beaches & Shores Advisory Board. Ballots were distributed and the Town Commission was asked to sign them having completion as they are a public record.

Elizabeth Andrews and Ira Oaklander received the highest number of votes, and would be appointed to the Beaches and Shores Advisory Board.

C) Appointment for one (1) two-year unexpired term on the Planning Board
Nancy Beaumont – 3015 S. Ocean Blvd.
Stephen Golding – 1101 B Highland Beach Drive

Town Clerk Brown stated that we had two Talent Bank applications for one position on the Planning Board. Ballots were distributed and the Town Commission was asked to sign them having completion as they are a public record.

Stephen Golding received the highest number of votes and would be appointed to the Planning Board.

D) Re-appointment for a three-year term on the Board of Adjustment and Appeals
Joseph Colby – 3210 S. Ocean Blvd.

Town Clerk Brown stated that this is a re-appointment to the Board of Adjustment and Appeals.

Mr. Colby has stated that he is interested in being re-appointed.

MOTION: Comm. Pagliaro moved to re-appoint Joseph Colby to a three-year term on the Board of Adjustment and Appeals. Comm. Trinley seconded the motion.

ROLL CALL:

Comm. Pagliaro -	Yes
Comm. Trinley -	Yes
Comm. Sorrelli -	Yes
Vice Mayor Zwick -	Yes
Mayor Newill -	Yes

Motion passed with a 5-0 vote.

8. REPORTS – TOWN COMMISSION

A) Commissioner John Pagliaro – No Report.

B) Commissioner John Sorrelli – No Report.

C) Commissioner Doris M. Trinley –No Report.

D) Vice Mayor Miriam S. Zwick – No Report.

E) Mayor Jim Newill, CPA – The only thing that I would like to bring up to the Commission is the fact that with the suspension of the Town Manager, do you want to go forward with nobody in that position? Or, do you want to hire a temporary person in that position? Or, would you prefer since things have been a little heated that we have a special meeting later in the month to discuss that? Vice Mayor Zwick – I would think that without further ado, there is an organization through the League of Cities that will allow you to discuss and meet available Town Managers. Most of them are retired individuals who are available for specific periods of time. I think, since we are still in that appeal period, it would be unwise and unfair of us to follow our normal procedure which would be that Mrs. Brown would ordinarily take over. Because of the appeal period situation, and we do not know what will become of it, I think we would be much wiser of getting an outside manager and doing it immediately. I don't think we need any time to think about it. There are only two choices – yes or no. Mayor Newill – I would assume, and I will refer to the Town Attorney, that is the suggestion is made that would be the decision of the Commission. Until that person is found, our Code says that the Town Clerk is the Acting Town Manager in his absence. Attorney Sliney – I agree with the remarks of both the Vice Mayor and I also agree with your remarks. We should under the circumstances hire a retired town manager in the interim. Mayor Newill – I looked a little bit into it. What these individuals are called are Range Riders. They come under Florida League of Cities and County Managers Association. There is a list and I have a copy of that list. Because of my being a member of the Palm Beach League of Cities Board of Directors, two of those Directors have already sent me three names and resumes of individuals. Two of which are employed, so I assume that we will throw those out. The other one has been a Town Manager and an Assistant Town Manager in a number of

places and is currently unemployed due to the City she was with had a budget problem and eliminated her position. So I do not know if the Commission wants to consider this individual or do you want us to get a list from the Range Riders? How are we going to do it? Who is going to do it? I think that is what we have to do first. Comm. Trinley – Do you want to speak to the special meeting? Isn't that what it says in Sec. 4.02 of the Charter? Mayor Newill – Let me read that section: *The Mayor shall have the authority to suspend the Town Manager and shall report his or her action in writing with the reason therefore and promptly call a special meeting to the next regular or special meeting of the Commission for its approval or disapproval. Until action is taken by the Town Commission, the Town Clerk shall act as interim Manager.* We haven't terminated him, only suspended him. Attorney Sliney – I think a special meeting is in order. Mayor Newill –Any suggestions for a special meeting? Vice Mayor Zwick – As quickly as possible. Mayor Newill – A special meeting on Friday, February 4th at 9:30 AM. Everybody seems to be in agreement with that time and date. Town Clerk Brown – Would it be pending to be sure you can get this person to come in for an interview? Mayor Newill – Have no idea if the Commission wants to even call this person in. There has been no contact with this person. One member of the Board of Directors of Palm Beach League of Cities forwarded the resume to me. I have not talked to the individual. The other two people are employed elsewhere, they will not want to come and take a temporary job and give up a full-time position. Vice Mayor Zwick – May I make a suggestion. If you have time between now and Friday, contact Jamie Titcomb from the Palm Beach League and ask him if he has any names to suggest. Mayor Newill – I talked to Jamie at the Board meeting and he gave me the agency that had these names and the resume of the individual that appears on the list. Comm. Sorrelli – Why are we rushing? The Town Clerk can do this work. Let us think it over and get someone to help out with it. We have talent in the Town. Mayor Newill – That is what we are here to decide. Comm. Trinley – What are we going to discuss on 9:30 Friday morning? Vice Mayor Zwick – If there is nobody there for us to consider or to interview, the meeting would not be valid. We would be discussing the same thing over and over between ourselves. Mayor Newill –Let me ask you this. Do you want me, or myself and the Town Attorney, or somebody else to go out and get as many names as possible? Comm. Trinley –I think you and the Town Attorney. Comm. Sorrelli – Right now you are talking five months. Do you think we can get someone in here for five months? Mayor Newill – I do not know. Until we try we are not going to know that. Vice Mayor Zwick – We must make the effort. As difficult as it may seem, it behooves us, in the best interest of the Town to make the effort. Concentrate on getting a professional Manager in here as fast as possible, that is what these people are with the Range Riders. They know they are filling in and do not expect to get a permanent job. They are not applying as a full time manager, they are an agency that sends out part-timers. That is what these men and women are doing. Mayor Newill – These individuals are not only retired individuals, but current individuals who do not have a job because of budget cuts. Especially Assistant Managers, as they are the first staff to go. Vice Mayor Zwick - Some might turn out better that ever expected. That is our first call of duty. Mayor Newill –I agree. It is just who is going to do this? Comm. Trinley – I suggest you and the Town Attorney. Mayor Newill – Any objections? Vice Mayor Zwick – No objections. Mayor Newill – I am willing to do it, Town Attorney - are you? Reply – Yes. Mayor Newill – The Town Attorney and I will undertake this. Let's leave it that you will give us the opportunity to go out and recruit some resumes. Then we will call a special meeting and you all can look at the resumes. If there is one or two individuals there that you feel you would be interested in, we

will bring them in. Comm. Sorrelli – The Friday meeting is off? Mayor Newill –Yes, it is off. Vice Mayor Zwick – I think that is probably the best way to go right now.

9. REPORTS – TOWN ATTORNEY

No Report.

10. REPORTS – TOWN MANAGER

No Report

11. CONSENT AGENDA

Mayor Newill asked if any item needed to be removed from the Consent Agenda.

MOTION: Vice Mayor Zwick moved to accept the Consent Agenda as presented; seconded by Comm. Sorrelli.

Voice vote with all in favor.

A) Minutes
January 4, 2011 - Regular Meeting

12. PUBLIC COMMENTS AND REQUESTS RELATED TO ITEMS DISCUSSED AT MEETING

Bernard Featherman – 3210 S. Ocean Blvd.; Villa Costa
I was a snowbird for many years and a resident here for the last two. I commend all of you for the public service you give. However, recent situations at our past Council meetings (and you have noted them today) bring up two personnel accounts and actions that were publicly discussed. That was potentially awkward and embarrassing to both candidates and individuals. As a businessman and manager, I have always believed that these issues are best dealt with confidentiality, until they must come to public attention, because they can't be privately resolved. Some Council members were angry that the Town Clerk was being suspended for an infraction. They said that the Town Manager should have placed with a note of concern in her file instead. Then the Mayor proposed that the Town Manager be suspended for four months with pay and that his contract not be renewed. It is unusually severe punishment, to suspend or fire a man, and damage his career, because of a personnel disagreement. Also, this would be costly to our Town. We would be left without the services of a Town Manager for four months, while we paid for these services (now I see it is five months). The Mayor, in effect, wants to punish the Town Manager with a four month paid vacation, which has now been extended to five months. I can not understand why the discipline you thought was appropriate for the Town Clerk would not also be appropriate for the Town Manager. Why not place a letter of concern in his file and not lose the four months position for our Town? I am not taking sides in this matter. Instead, I am siding with the people of Highland Beach, who should not have to see town money wasted. The proposed actions seem way out of bounds for good government practice. The Council and the Town Manager should come to a workable agreement on this issue and do this with

minimum disruption to the good management of Highland Beach. That would be a reasonable thing to do and most practical. Many of you have spoken about the feelings of the Town Clerk. Those were important, and warrant real consideration, but what about the consideration not offered to the other employee? There should be one standard of governing in Highland Beach, not two! Do the right thing and be fair. Give the Town back to the people. Keep our town management efficient, effective and in the hands of our citizens.

Former Mayor Harold Hagelman - Boca Highlands
I want to thank the Commission for taking the action that it took today. But I think that in our statutes it calls for when the Town Manager is relieved of his duties, as he has been, stated in Commissioner Sorrelli's motion that he returns all Town property. Town property would include the car. Now the Town Manager said that he would like to keep his car. This is not a vacation. This is a suspension. It is disappointing to me that we did not go further with it and tell the Town Manager as was proposed in the Mayor's motion that he not be allowed to come back, and that is the action we should have stayed with. As far as department property, I do not think that it is right for the Town Manager to use our equipment while he is on suspension. These things just do not figure together. When things have happened the way they have, we will never tolerate insubordination; and we had that from the word "Go". Let us say to that - If you are insubordinate to this board, you are out that is the way our laws are written. Nobody is above the law - nobody at all. Let us stay with that. I am proud of our Town. I support our organization right here, but let us stay with the way the law is written.

Alan Teller – 4210 S. Ocean Blvd.
I was embarrassed last week at the meeting. I cannot believe that I heard four commissioners (excluding the Mayor) state that they absolutely had no knowledge of the facts involved in this case with the Town Manager and the Town Clerk. Then in the next breathe go on to make a motion regarding that situation. How can you possibly make a motion on such an important thing right after you admit, in public, that that you have no information regarding the facts of the case? Embarrassing! Commissioner Trinley – We were aware of some of the facts of the case. Thank you for your remarks but the four of us were not unaware. Mr. Teller – But you stated that. It is in the minutes; you absolutely stated that. The first remark by Commissioner Sorrelli was "I just heard of this. I don't know about it. Why don't I know about this?". Commissioner Sorrelli – That is not so. Do not put words in my mouth. This is the gentleman that said it, not me. Take the tape out and show me the tape. Mr. Teller – Were you familiar with the facts? Commissioner Sorrelli – So was everybody else. Mr. Teller – He absolutely did say that look at the television. It does not matter. It was embarrassing where you pick and pick and pick at every issue that comes up, rightfully. Something as important as this, you decided to pass a motion when you had no idea of the facts of the case. I do not know about the case. I have no opinion. But I was embarrassed that the only one who knew the facts was the Mayor, and he had it because the Town Manager told him that he formed a suspension. No one else knew about it until they walked into this room or shortly before that, by your own admission. Then to proceed to make a motion regarding this it is unbelievable. After all these years, where you look into every issue so carefully rightfully, you take something as important as this, and I think it was done on pure emotion

13. ADJOURNMENT

There being no further business to come before the Commission, Mayor Newill adjourned the Regular Meeting at 3:45 PM upon a **MOTION** by Commissioner Sorrelli; seconded by Commissioner Pagliaro.

APPROVED:

Jim Newill, CPA, Mayor

Miriam S. Zwick, Vice Mayor

Doris M. Trinley, Commissioner

John J. Sorrelli, Commissioner

John J. Pagliaro, Commissioner

ATTEST:

Beverly M. Brown, MMC

Date

TOWN OF HIGHLAND BEACH

MINUTES OF TOWN COMMISSION MEETING

SPECIAL MEETING

Tuesday, February 15, 2011 1:30 P.M.

Mayor Jim Newill, CPA called the Special Meeting to order in Commission Chambers at 1:30 P.M.

CALL TO ORDER:

Roll Call: Members present: Mayor Jim Newill, CPA; Vice Mayor Miriam S. Zwick; Commissioner Doris M. Trinley; and Commissioner John J. Sorrelli. Member absent: Commissioner John J. Pagliaro. Also present: Town Attorney Tom Sliney; Town Clerk/Acting Town Manager Beverly M. Brown; Deputy Town Clerk Valerie Oakes; Library Director Maria Suarez; Public Works Director Jack Lee; Deputy Finance Director Cale Curtis; Assistant to the Town Manager Zoie Burgess and members of the public.

Pledge of Allegiance: The Pledge of Allegiance was given followed by a minute of silence in honor of members of the military, both living and deceased.

Civility Pledge: The Civility Pledge was recited by the Deputy Town Clerk.

1. ADDITIONS, DELETIONS OR ACCEPTANCE OF AGENDA

Agenda accepted as submitted.

2. PUBLIC COMMENTS AND REQUESTS

Joseph Asselta – Casaurina

I would like to a comment on what I heard last week regarding our boards, and why they are no longer in affect. I think it is important that before you comment on something, the facts should be known and I think I was in the position to know the facts. Particularly since, I was the one that brought up the motion to disband the Financial Advisory Board. The history behind that was that at an earlier meeting the Chairman had asked for something to do. I gave them three items: 1) rationalize the water rates, 2) look at a 5 year/10 year plan, and 3) I do not remember. The answer that came back to all three items was to hire an expert/consultant. So I brought the motion to disband, and the vote was unanimous that we did not need the Finance Board, but it was not this Commission that did that. The other one was the Cultural Advisory Board. Again, I probably had more to do with creating the Cultural Board than anybody else, and the idea of how we wanted it to work was working

until this past year. The Chairperson had personal problems and could not attend meetings. The Board was floating about without anything to do. In the interim, the Town Manager authorized the Cultural Advisory Board to solicit funds on Town stationary, which competed with the Friends of the Library, and I felt that the Library was more important than the Town Cultural Board, who only had 20-30 people attending their events. The Cultural Board, in effect, took itself out of commission. Nobody came to meetings. There was no Chairperson, there was nothing and it just disappeared. That had nothing to do with this Commission either. Now we go to the Code Enforcement Board. Again, I was involved in a lot of events that were quite controversial. We had the water rate problem. There was a difference in the cost between people who had homes and those who had condos; and those who were on the water and those that had views of the canals. We had set valuations for the four quads that were grandfathered in because they existed but the area was recently rezoned to one family. A developer wanted to make very expensive townhouses – three townhouses in place of the four apartment quad. We felt we weren't going to get income. It would never sell. The townhouses did produce a fair income. Then there is the issue of favoritism. In a lot of events, it was townspeople against townspeople, and that was not right. This Board did the right thing, I believe, in bringing in a Special Magistrate - somebody who is not a part of the Town and who will not contribute in the dissention in the Town. It was with great distress that I read today's newspaper, and it is there again. It is probably because people do not know what happened, or what has been happening. This was no surprise to me and the people who knew the history of Dale Sugerman. You can look up his history at the Town of Sunrise, and at Boynton Beach he caused the Town a lot of money due to fines with the actions taken there. He could not get contracts with the Police Department; he had vendettas everywhere. Here in this town, the same thing, there was the water department person, the Public Works, the buildings, the Police Department – false charges against the Police Chief and the police patrolmen. This was all unnecessary, but was typical framework of this man and what he had done in his other positions. I do know, for a fact, that the prior Mayor would have fired him, I think, if he could, because I heard how angry the two use to get. He can speak to it himself, if he wishes. This dissention is not unusual, its happened. This time Beverly was put in the barrel.

Harold Hagelman – Boca Highlands
What our former Vice Mayor has said is absolutely correct in saying what he did. I had my differences with the Town Manager from the day he started. We never saw eye-to-eye. Yes, I was looking forward to getting rid of him when I first became Mayor. I look back now on things that have taken place, and I see in our agenda today under New Business that we are looking for an interim town manager. We are living in a condition in the whole United States, in the whole world today that money is so tight. I thought to myself – what in the world are we doing here? We are looking for someone to fill a position when we have the Town Clerk, who is sitting here, according to our statues that she will come into the position of Acting Town Manager in the absence of the Town Manager. Are we ludicrous in looking for someone to spend our money, who doesn't know where first base it whether it is a he or she or whatever. They may have great credentials, but they do not know the Town like the current Town Clerk knows it, who is Acting Town Manager. I would suggest to the Commission that they look into this. Lets not waste our money. The people of Highland Beach depend on us to take care of the funding. Again, it is ludicrous to spend our money so

foolishly when we have someone here who is capable. You say we can get someone in here to train; we do not need that. We have the most trained person sitting right here before us. Please consider this.

Allan Teller – 4210 S. Ocean Blvd.
It is obvious that a lot of folks in the Town do not like the Town Manager. We had postponed a number of capital improvements; we passed rules that there would no increases for employees. What we have done here is attempted to punish a Town Manager that nobody liked. I want to remind the Commission that you guys hired him you had his resume. Mayor Newill – Excuse me. There is only one sitting Commissioner here that hired him. The other four were not on the Commission that hired him. Mr. Teller – Okay, I appreciate that. You are right there is only one member. When I said you guys, I meant that the Town Commission hired him; you inherited him. When you ran for office, you knew who the Town Manager was. The fact in that the Town is now punishing the Town Manager by awarding him $90,000.00 of taxpayers' money, and we are getting nothing in return. I think you should have shopped around a little bit. I am perfectly capable of doing absolutely nothing for this Town for the next five-months, and I would have done it for $40,000.00.

Mayor Newill addressed two corrections. 1) The current Acting Town Manager did not apply for the interim town manager position. 2) Though it has been published that we appointed the Town Clerk as Acting Town Manager that is incorrect. She was not appointed; it is in the Charter. The Charter is very specific, and we have no say. It is automatic that the Town Clerk steps in as Acting Town Manager when the Town Manager is not here.

3. NEW BUSINESS:

A) Interim Town Manager Applications

Mayor Newill explained that this Special Meeting is a result of a charge by the Town Commission. At the February 1st Town Commission meeting, directing the Town Attorney and myself to search for an interim town manager. It was the direct charge of Vice Mayor Zwick and Commissioner Pagliaro that they did not want the Town Clerk, Beverly Brown, to serve as the interim Town Manager one second more than necessary. With this said, the Town Attorney and I immediately started working on the project. We received seven resumes; eliminating three as not having the experience required. We interview the other four and have submitted the resumes to the Commission for review. During the interview process, we utilized four Town Department Heads to give a 45 minute tour to the applicants and to interact with them. At the close of day, we all met and exchanged experiences. Finally, the Commission must decide if they wish to interview the four applicants, or expect the recommendation of the Town Attorney and mine. I would like to hear from the Commission.

Commissioner Trinley – Does this mean that you and the Town Attorney have already decided on one of these applicants? Mayor Newill – No. We interviewed all four. We feel extremely strong about one individual that we feel meets all of the requirements and the personality that is the perfect fit for this Town. I have substantiated that with several of their

former employers because I know them personally. In talking to other Mayors and people in the County of Palm Beach that knows this individual, felt that the individual would be a perfect match. It is not up to us to make that final decision. We feel strongly. If the Commission wants to bring those four people back and talk to them individually, then have another special meeting that is fine. We did what you asked us to do. Tom and I put our lives on hold, dwelled into this, and spent a lot of time on this and came up with this. It is up to you whether you want to take the recommendation or you want to interview the four individually yourselves. Comm. Sorrelli – I will take a recommendation instead of interviewing all over again. If you and the Attorney are please with what you have, I am willing to go along with that rather than interviewing them all over again. Comm. Trinley – I agree with Commissioner Sorrelli's remarks.

Vice Mayor Zwick – Does this mean that hiring this interim manager closes the search for a permanent manager? You may hire him on the approval of your choice, but are we still going to have a normal search for a permanent town manager? Mayor Newill – Unless the Commission, after the time that the interim town manager is here, feels so strongly that this is the person for Highland Beach, then we could negotiate a permanent contract with that person. If the Commission does not, then we would do a full-fledged search. I will tell you this – the individual that the Town Attorney and I are recommending, told me that they felt strongly and would hope that the Commission would not stop with this appointment and the Commission would do their search because they only want to spend as much time here as the Commission wants them.

Comm. Trinley – There is only one resume that I looked through that does not include references of any kind. Did you check references on all these people? Mayor Newill – We have not checked reference on all of these people for the simple reason that we did not want to do it until the Commission told us either they want to interview or they want to take our recommendation. At that point in time, we would check the references, credit check, background check, and the full nine yards of verification. If you are referring to the individual that is in your hand, I have talked to their former bosses and to a number of other Mayors and people because their career has been so much in Palm Beach County. The other ones we have a list on all of them; one is quite extensive. We can do references, but until you say it is the individual you want, it is hard to spend the time and effort to contact these people. Personally, I think what they have given you is enough information for you to make a decision whether you like them or not and you need that personal interaction, I do not have a problem with that, but it is cumbersome and long process. We are at the mercy of the Commission.

Comm. Trinley – The other thing that I noticed about this individual is that they do not have a lot staying power. There is a lot of one-year and two-year stance in various municipalities. Mayor Newill – I can give you the reasons why. First the Commission needs to decide, do you want to talk to all four of these people, or do you want to go with the recommendation? If you want to go with the recommendation, then give us the questions you have.

Comm. Trinley – I agree with Commissioner Sorrelli that you and the Town Manager were good enough to give of your time and effort to interview all of these people and research their resumes. I would say to go with your recommendation.

Town Clerk/Acting Town Manager Brown – Commissioner Pagliaro, is out of the country on vacation, asked that I would express his thoughts. He would like to follow the process we have done previous and have all the Commissioners interview the four candidates some time next month. Did not believe there was any need to hurry through this process. He will be out of the country until the 28th.

Mayor Newill – Town Attorney I think that at this time we need a motion. Town Attorney Sliney – I agree. I think it would be helpful if you mention the name of the individual you are recommending.

Mayor Newill – The candidate that is being recommended is Kathleen Dailey Weiser. She is currently unemployed. She was the Assistant City Manager at Punta Gorda. They had budget cuts and her position was eliminated. She has been Assistant Manager in several other towns. She has been Manager is several other communities. Two here in Palm Beach County and the other in Oakland Park, which is south from here. She has been with Venice and Kissimmee. I spoke with Mayor Ken Kaleel of Ocean Ridge; he had nothing but glowing things to say about her. He was very explicit me. She was there for two years and she had a problem eventually with one commissioner, so she decided to move on.

MOTION: Commissioner Sorrelli moved to leave it up to the Mayor and the Town Attorney to select our new manager; seconded by Commissioner Trinley.

Discussion:
None.

Roll Call Vote:
Commissioner Sorrelli - Yes
Commissioner Trinley - Yes
Vice Mayor Zwick - No
Mayor Newill - Yes

Motion passed with a 3-1 vote.

Mayor Newill – The Town Commission has empowered us to make an offer to Kathleen Dailey Weiser to be an interim manager for roughly four-months and 12 days. We will do it as a sub-contractor not as an employee. She is not entitled to any hospitalization, pensions or anything else. It is strictly on a per diem. The Town Attorney and I would like to offer Mrs. Weiser a salary of $6,000.00 a month, which comes below the minimum grade. We also believe she should be given an auto mileage allowance for the use of her vehicle for Town business. Both the Town Manager and Police Chief have a set fee.

Town Attorney Sliney – We thought that an Independent Contractor Agreement was the most appropriate for this relatively short period of time not getting into an employer-employee situation. It would be a set salary plus a car allowance. Comm. Sorrelli – I agree with that.

MOTION: Commissioner Trinley moved to offer Kathleen Weiser $6,000.00 a month plus automobile mileage allowance; seconded by Commissioner Sorrelli.

Discussion:
None.

Roll Call Vote:
Commissioner Trinley - Yes
Commissioner Sorrelli - Yes
Vice Mayor Zwick - Yes
Mayor Newill - Yes

Motion passed with a 4-0 vote.

Comm. Trinley – Where is she living now? Mayor Newill – She is living in Punta Gorda. She is selling her home. Mrs. Weiser just got married this past June. Her husband is working in Illinois, and wants to relocate to Florida once they have a permanent location and job. Seeing that the Commission has given the Town Attorney and I direction, we will follow forward and make an offer to her. I would hope that you would give us some lead way if the dollar amount is not acceptable to her. Do you want us to come back to a special meeting? Can you give some direction? Comm. Sorrelli – I do not think we need a special meeting. We are not kids here. Make a deal with her! Comm. Trinley – There is nothing involved with her moving expenses? Mayor Newill – No. Town Attorney Sliney – That is the difference between being an interim and a permanent. If it were permanent, we would talk moving expenses. Comm. Trinley - $6,000.00 is fair.

Mayor Newill – Commissioners, keep in the top of your mind to going forward with a full search of a Manager and hopefully we do not put it off to June 30th. Somewhere today and June 30th, half way in between, we need to look for an interim town manager or if we like the interim manager. Look for this to be on the agenda in the near future.

4. MISCELLANEOUS – ITEMS LEFT OVER:

A) Town Manager's Contract Option

MOTION: Commissioner Sorrelli moved that the Town Commission immediately send by registered mail, their intentions not to extend for another year Mr. Sugerman's service as Town Manager under his current contract, ending on June 30, 2011; seconded by Commissioner Trinley.

Discussion:
None.

Roll Call Vote:
Commissioner Sorrelli - Yes
Commissioner Trinley - Yes
Vice Mayor Zwick - Yes
Mayor Newill - Yes

Motion passed with a 4-0 vote.

B) Town Manager's Vehicle

Mayor Newill – Several Commissioners wanted this on the agenda, so I will turn this over to the Town Attorney. Town Attorney Sliney – I looked at the lease and the contract we have with Mr. Sugerman. Basically, the contract we have now, Section 5 (of the current contract), provide the lease terms. It says that *the leased vehicle shall be selected by the employee and may be used for both business and personal use up to a total of 12,000 miles per year*. I also looked at the contract signed with Nissan, which is in both his name and the Town; this is a co-leases. My feeling, due to the circumstances, of the fact that it is in both names I would leave the car issue as it is as part of the contract we have with him at the present time. At this time, it would be in the Town's best interest. Comm. Sorrelli – I am not happy with it, but if that is what you say I'll go along with it. Comm. Trinley – Why do you think it is a co-lease when the vehicle belongs to the Town? Town Attorney Sliney – He signed it individually and he signed it on behalf of the Town. The contract says that the employee will lease.

Comm. Trinley – Should he have signed it, or should it have been signed by someone in Finance? Town Attorney Sliney – On behalf of the Town, it is okay for him to sign it as far as I am concerned.

Comm. Sorrelli – Does that include insurance for the car? Town Attorney Sliney – The insurance is paid by the Town. We need to leave this in affect until the balance of his contract. Mayor Newill – I agree that we leave it alone until the end of the contract. Then the Town of Highland will take possession of the vehicle. Town Attorney Sliney – Yes, any adjustments that need to be made pursuant to the contract can be done by the Finance Department.

Comm. Sorrelli – The appeal is finished and dropped, right? Town Attorney Sliney – No, the appeal is still current. The Town Commission will appoint a hearing officer sometime in the future. Comm. Sorrelli – Can you explain more? Something does not seem right. Town Attorney Sliney – The appeal action is separate from any action that you took today. I do not want to get into it to much. The next step under the Code is for the Town Commission to appoint a hearing officer to review the file. Mayor Newill – I have asked the Town Attorney to look for somebody who is independent and not residing within the city limits. Comm. Trinley – What about the lady that is Special Magistrate for the Code Enforcement? We already know her and interviewed her. Mayor Newill – I brought up that question. She was hired by the Town Manager. She was actually hired by the Town Commission but the Town Manager did the search. Comm. Sorrelli – I would rather get a complete stranger; someone

we do not know or associated with the Town. Mayor Newill – Our last action in this is to appoint that person. We do not have any seats at that hearing. The Commission is out of it.

Comm. Trinley – Do we need a motion on the vehicle? Town Attorney Sliney – I do not think we do. I believe the discussion serves its purpose unless you want to say you are following my recommendation.

MOTION: Commissioner Trinley moved to follow the Town Attorney's recommendation regarding the Town Manager's vehicle; seconded by Commissioner Sorrelli.

Discussion:
None.

Roll Call Vote:
Commissioner Trinley - Yes
Commissioner Sorrelli - Yes
Vice Mayor Zwick - Yes
Mayor Newill - Yes

Motion passed with a 4-0 vote.

5. REPORTS – TOWN COMMISSION:

A) Commissioner John Pagliaro – Absent.
B) Commissioner John Sorrelli – No report.
C) Commissioner Doris M. Trinley – No report.
D) Vice Mayor Miriam S. Zwick – No report.
E) Mayor Jim Newill, CPA – No report.

6. REPORTS – TOWN ATTORNEY:

No report.

7. REPORTS – ACTING TOWN MANAGER:

No report.

8. PUBLIC COMMENTS AND REQUESTS RELATED TO ITEMS DISCUSSED AT MEETING

None.

9. ADJOURNMENT

There being no further business to come before the Commission, Mayor Newill adjourned the Special Meeting at 2:10 PM upon a **MOTION** by Commissioner Sorrelli; seconded by Commissioner Trinley.

APPROVE:

_____
Jim Newill, CPA, Mayor

_____
Miriam S. Zwick, Vice Mayor

_____
Doris M. Trinley, Commissioner

_____
John J. Sorrelli, Commissioner

Absent
John J. Pagliaro, Commissioner

ATTEST:

_____
Beverly M. Brown, MMC, Town Clerk

Date: _____

TOWN OF HIGHLAND BEACH

MINUTES OF TOWN COMMISSION MEETING

WORKSHOP MEETING

Tuesday, August 31, 2010 1:30 PM

Mayor Jim Newill, CPA, called the Workshop Meeting to order in Commission Chambers at 1:30 PM.

CALL TO ORDER:

Roll Call: Members present: Mayor Jim Newill, CPA; Vice Mayor Miriam S. Zwick; Commissioner Doris M. Trinley; Commissioner John J. Sorrelli; and Commissioner John J. Pagliaro. Also present: Town Attorney Tom Sliney; Town Manager Dale S. Sugerman; Town Clerk Beverly M. Brown; Assistant to the Town Manager Zoie Burgess; and members of the public.

Pledge of Allegiance: The Pledge of Allegiance was given, followed by a minute of silence in honor of members of the military, both living and deceased.

Civility Pledge: The Civility Pledge was recited twice by the Town Clerk.

1. ADDITIONS, DELETIONS OR ACCEPTANCE OF AGENDA

Mayor Newill asked for any additions or deletions.

Town Manager Sugerman – I would respectfully ask that Item #6B be removed from today's agenda.

Mayor Newill – Town Attorney, what is the proper procedure? I am at a loss as I see in the audience quite a large number of people that I feel are here to comment on that subject. Shall we pull it? Do you have an opinion?

Town Attorney Sliney – Is it to be pulled permanently? Manager Sugerman - As the individual that created the agenda item, I am asking that it be pulled permanently. It does not preclude anyone from the public speaking during public comments. Town Attorney Sliney – It could be pulled and comments can be made during requests.

Mayor Newill – Do any of the Commissioners have an objection to pulling this item?

Commissioner Trinley – Town Manager can you explain why you want it pulled?
Town Manager Sugerman – I am the individual that created the agenda item. I have had individual discussions with select members of the Town Commission, although I invited all members of the Town Commission to discuss it with me. Based upon input that I received, it is inappropriate to have this agenda item go forward.

Mayor Newill – Item #6B is removed from the agenda. But it does not mean any individual who came to speak on the subject may not do so.

Mayor Newill – Town Manager do you want to introduce your special guest?

Town Manager Sugerman – With me today is my oldest daughter Arin Council. Arin is here from Denver visiting. I am glad that she is here.

The Commission welcomed Arin Council to the meeting.

2. PUBLIC COMMENTS AND REQUESTS

John Rand – 4211 Intracoastal Drive
I am somewhat surprised that our Town Manager is somewhat apprehensive about his future in that position with our Town. So much so, that he is being considered as a candidate for a similar position with two different municipalities in South Florida. To me that is tantamount as a threat, that if he doesn't get from you what he is proposing, he will consider resigning from his position. It has always been my understanding that an employment contract is designed to assure that an employee will not be discharged without cause for a specific period. But if it does happen he will be given adequate severance. By the same token, the employer can count on that employee to remain in that position for the same period, but if he resigns, he has to give 90 days notice. I frankly do not see the need at this time to change the contract which the Town of Highland Beach has made with the Manager, especially since I am not aware that his job is in jeopardy. Furthermore, I am sure the Town Commission is cognizant of the fact that the existing contract already provides for renewals for three-years, on a one-year renewal basis. This contract does not expire until June 30, 2011. It would seem to me that is the fairest way to deal with any further extension of this contract by future Commissions who will eventually replace the present members due to term limits. The Town Manager has, and will always have a severance protection of one year's salary plus certain other benefits if he is terminated without cause, regardless of who are the Commissioners in power at the time of such an action. I am of the opinion that a detailed report should be presented to you to reflect the actual cost involved if the proposed changes are approved. I also suggest that the Town Attorney should review this matter for any possible legal implications or by-laws violations. How can this Town Commission make a decision specifying salary increases for the next five years which would force future Commissions to approve such increases whether or not they are satisfied with the Town Managers performance. I respectfully ask you not commit this matter over to the Consent Agenda on September 7th.

Arlin Voress – 4403 Intracoastal Drive
I also came prepared to discuss this proposal. I am very much opposed to this program. I am opposed for several reasons. There is an interchange of language. We pay Dale so much basic

salary aggregate. All the numbers that relate to the basic salary, whether health & medical care; life insurance; vacation pay and so forth need to be included in the total figure. I took the budget data from the Town budget and looked how much is being paid to the Town Manager's budget, and my numbers show that it is around $300,000.00. We do not pay him that much in cash, but it is a big bunch of change. When he proposes to the Town Commission that he wants to see an increase of 5%, 4% and 3%, I do not know what numbers he is talking about. I would suggest before this Commission looks at any proposal that the Town Manager makes, that there is a full understanding of all the elements charged to the Town Manager's budget and how much would follow him if he chooses to leave. Furthermore, I truly believe if Mr. Sugerman believes he could find a better job with another municipality, and he specifically states Lauderdale-by-the-Sea and Hallandale Beach, I think this Commission should give him their best wishes to go there and get on with it. We should see that he has the right to pursue whatever his programs are that he wishes to do. Do not want to see a change made in the Managers' contract until we have a full understanding of how much monies are paid into the Town Manager's account, how much would it change if someone else was appointed to that position, and how much it would cost if he chooses to go.

Joe Asselta – Casaurina
I came at the request of some citizens who called me late last night, and I did not understand what was happening. I called a Commissioner and the Mayor as the agenda did not indicate very well what was happening. I am not here regarding the contract itself. I came here for a concept which we should be watching very carefully. The budget that is in place is in the black by a very slim line. Any nudging will put us in the red. We have a couple of years of very questionable financial status. We do not know what is going to happen. My recommendation in coming here is to let us wait until after the November elections to see if we can get a feel of what is happening in the country, in the state, in the county, and in the Town. We really do not know. So much is at stake right now. The uncertainty for the next two years is as such, that we should be prepared however the election goes. We are either looking at a two year recovery time, a 5-10 year recovery time, or a disaster. We do not know. I would suggest very strongly that we do contingency budgets for the next two years weighing the loss of revenue that we will be getting. We have all lost value on our homes during the last assessment from the County Appraiser. We are about the level of the assessed values of 10 years ago. The income to the Town is severely reduced. Hopefully we are at the bottom of that level. However, we have not reached the cost or expenses. The reason I would have opposed the contract is that we want to limit our exposure. We do not want to take a chance that we are stuck with long term contracts without the money to pay for them. So we should be looking at a contingency. If we have reduced income, how are we going to handle it? Will we be going to a four day Town Hall, or a five day with limited hours? Who gets the priority? Obviously the fire department and police department are #1 and #2 priorities. The next priority is the library. With the income level of the people in Town being reduced, the library is picking up more traffic. I consistently use the library and have seen a great influx of residents relying on it more and more. We might have to go to shorten hours at the post office. My suggestion is for the Commission to be very careful. Be conservative when it comes to expenses. We have a runaway freight train running out of Washington, do not let it trickle down to Highland Beach.

Leonard Bell – Villa Magna
I came, not to speak on the agenda item, but I came because I was asked. There is a lot of history in this room today. I welcome the new patrol officer being presented today. This community has gone through a lot, and the pictures on the wall indicate the elected leaders of this community that have lead the way. It is a wonderful place. It is a wonderful country. We all should be thankful we are a part of it. I hope the Commission shares their talents and helps the community go forward. Thank you for letting me share my thoughts.

Mayor Newill – I have a prepared statement that I would like to read into the record. I think everyone is aware of the high regard I have for Dr. Sugerman, his abilities, and what he has done for this Town. But, I must put the interest of the Town of Highland Beach first. Thus, I will not support Dr. Sugerman's request to modify his existing contract. I would like to re-share with the Commission the subject of termination conditions gathered from the survey conducted two years ago when the Town Attorney and I were negotiating the current three-year contract. We received the following data: Juno Beach – population 3,637 - 6 months salary, plus accrued vacation and sick leave; Tequesta – population 5,702 – 6 months salary, plus 1 additional month for each year employed, plus all accrued vacation and sick; Lake Park – population 9,112 – 9 months salary, plus all accrued vacation and sick; Lantana – population 10,121 – 90 days salary, plus all accrued vacation and sick. I believe the norm for a city of our size is six months. As far as guaranteed salary increases for the next three years, I question the legality of such an act as well as subjecting future Commissions to them. Salary increases should be: 1) A result of an evaluation process of the then current Commissioners; 2) Impedes an employees commitment when raises are already set in place. The current contract has ten months remaining and this commission has only six months remaining. Any modifications to the existing contract rightfully belongs on the table of the next Commission.

3. PRESENTATIONS

- Introduction of Patrol Officer Tatsuaki Hayashi - Highland Beach Police Department
  Police Chief Craig Hartmann

Police Chief Hartmann introduced recently appointed Patrol Officer Tatsuaki Hayashi, commonly called "T" to the Commission. "T" was sworn in last month and has completed the field training program. He came to the United States from Japan in 1995 with his family; attended FSU, but left to attend the police academy. He was a reserve officer in Tequesta, and brings that experience to Highland Beach. He is interested in becoming a part of our community.

Patrol Officer Hayashi stated it was a pleasure to serve as an officer in Highland Beach.

Mayor Newill – Welcomed Officer Hayashi on behalf of the Commission and residents of Highland Beach.

4. BOARDS AND COMMITTEES

A) Board Correspondence
- None

B) Board Action Report
- None

C) Board Vacancies
- Beaches & Shores Advisory –Two – three-year terms
  Interview – Reappointment - Susan Hiles – 4324 S Ocean Blvd.
  Town Clerk Brown stated that Ms. Hiles had filled an unexpired term and she is eligible for a full term.
  Mrs. Hiles stated that she enjoyed her short time on the Board and would like to be reappointed.
  Consensus was to include item on September 7, 2010, Consent Agenda.

- Planning Board – Two – three-year terms
  Interview –Appointment - Ilyne Mendelson – 3740 S. Ocean Blvd.
  Ms. Mendelson noted that her name was spelled incorrectly on the agenda. She has been a resident for over four years; is a real estate attorney working part time; and would like to contribute to the community.

  Commissioner Sorrelli asked if she was available during the day for meetings. Ms. Mendelson replied yes.
  Consensus was to include item on September 7, 2010, Consent Agenda.

D) Monthly Board Meetings
- Special Magistrate – September 2nd – Cancelled
- Planning Board – September 8th – Regular – Cancelled
- Beaches & Shores Advisory – September 14th – Regular - 9:30 AM
- Town Commission Budget Public Hearing – September 16th – 5:01 PM
- Bd. of Adjustment – September 21st - Public Hearing - 9:30 AM
- Town Commission Budget Public Hearing – September 27th – 5:01 PM

5. PROPOSED ORDINANCES AND RESOLUTIONS

None

6. NEW BUSINESS

A) Approving Change Order #1 to the Contract with Asphalt Consultants, Inc. in the Amount of $44,683.36 for the SR A1A Water Transmission Replacement Project

Town Manager Sugerman – The SR A1A Water Transmission Main project continues to move along very well. As previously reported we believe that the project will be finished on time and will be finished very close to the original project budget. Since this project was originally designed and bid, we made a determination that the integrity of the project would be made that

much stronger if we added one additional 10" crossing of the east water main to the west water main at the south end of town. The project originally called for just one crossing at the north end of the project. This decision was made once the existing southernmost water main interconnection was found to be just a 6" crossing which turned out to be a severely deteriorated cast iron pipe. Once that pipe was exposed, it became very obvious to everyone associated with the project that this crossing needed to be replaced. The additional cost for this new 10" PVC crossing is $44,683.36. We are bringing this additional cost to the Town Commission for an approval to the project as Change Order #1. If approved, this will increase the original base contract with Asphalt Consultants, Inc. from $3,182,494.00 to $3,227,177.36. Funds for this south crossing are available within the DEP loan award, so no additional funds will be needed to pay for the new crossing. The DEP loan award has more than $3.7 million dollars in it; so increasing the base contract with Asphalt Consultants, Inc. for $44,683.36 will be well within the parameters of the DEP loan award. I thought Jack Lee will be in attendance at the Commission meeting to answer any questions members of the Commission might have on this item, but I do not see him. If this item meets with the general approval of the Town Commission, we can carry this item over to the Consent Agenda for the meeting of September 7th. Last Friday, I received a letter from DEP authorizing approval of Change Order #1 and the use of the DEP funds.

Mayor Newill – Has this crossing yet to be done? Manager Sugerman – During the construction, and when the road was opened, we made an on-site decision to make the change due to the deterioration of the pipe.

Consensus was to include item on September 7, 2010, Consent Agenda.

C) Authorizing the Mayor to Sign an Agreement for Janitorial Services with SunShine Cleaning Systems, Inc. by Piggy-Backing on a Contract of the City of Boca Raton (R.F.P. #207-05)

Town Manager Sugerman – As discussed during the recent budget workshops, one of the two members of our staff has retired and the other is being reassigned to the Library. Therefore, we have made arrangements to engage a contract janitorial service to provide the cleaning of Town Hall, the Police Department and the Building Department/Utility facilities by piggy-backing on a contract let by the City of Boca Raton. The firm that Boca Raton uses, as well as a number of other municipalities in Palm Beach County, is SunShine Cleaning Systems, Inc. This item is being introduced at the workshop meeting for purposes of discussion. If the Commission is supportive of having the Mayor sign this agreement, we can place this item on the Consent Agenda for the meeting of September 7th.

Mayor Newill – Am I not correct, on the page that refers to the cost it says a total monthly cost of $4,975.00; then lists an additional cost for the police department of $280.00. This brings the two together to $5,255.00 monthly; times 12 months equals $63,060.00. On the last page of the packet, Deidre McCarty's memo compares the salary cost of $62,000.00 to $58.700.00 monthly cost. Which apparently is not correct. Manager Sugerman – Can you direct me to the page that is referring to $280.00 for the police department. Mayor Newill – It is on the reverse side of the sheet that refers to a "Fee Schedule for Additional Services." Manager Sugerman – If you look at

the top of that page, it says the City of Boca Raton. We copied verbatim the Boca Raton RFP. Mayor Newill – So our total monthly cost is $4,975.00 and it covers the police department? Manager Sugerman – If you look at the back of the 2nd double sided sheet that says "Fee Schedule for Additional Services, for Highland Beach," the fee for Town Hall and the Police Department is $2,189.00 monthly, the fee for the Water Plant is $2,786.00 monthly for a total monthly cost of $4,975.00. Mayor Newill – Going to the next page where they list additional quotes. Are these included in the $4,975.00? Manager Sugerman – They are not. Mayor Newill – So there is an additional cost beyond the $4,975.00. Manager Sugerman – The $4,975.00 is for 5-day janitorial service. If from time to time we want them to come in and shampoo the carpet or we want them to strip and wax the tile, they have given us a square foot price for these services. What we have done is locked them into a price in case we want to buy those services. If we want to have these additional services done, we may be able to get it cheaper by someone else, but we have them locked into a price. We are not buying these services, just locking in the price.

Mayor Newill – The last problem that I have is the written notice section. Sunshine can give us a 30-day notice, but we cannot? We have to give them a notice that specifies any deficiencies that might be considered reasonable for termination. To me this is one sided. Attorney Sliney – I want to comment on the legal aspect. It appears to me that the deficiency issue, basically in that paragraph it appears that Sunshine can terminate on a 30-days notice. It does not appear that the Town has the same authority to do that. My problem with the deficiency issue is that I have a case with another client regarding the same issue. What I would like to see is that the deficiency clause give the Town and the Cleaning Company the right to terminate using the same provisions. Manager Sugerman – I understand that you are the Town Attorney, but I believe what you asked for is what the paragraph states. The 5-day written notice provides the contractor a notice notifying his work is deficient. He then has time to correct that. If he fails to correct it, we can give him a 30-day termination notice. At the same time if they choose to walk away from us, they are obligated to give us a 3day notice. This is the usual 30-day termination notice. The one thing that is different, we have to give them a 5-day deficiency notice before we can give them the 30-day notice. What they are asking is that we notify them of what they are doing wrong. Attorney Sliney – Maybe, but it is not very clear. I would like to have the 30-day notice spelled out more clearly. Getting into the deficiency issue creates an additional burden. Manager Sugerman – If you recommend language, I will bring it back to the contractor.

Attorney Sliney – The next comment I have is found on page 2 and refers to an increase on the anniversary date. Do not understand to what it refers. Would also like that clarified. The next item refers to workman's compensation. They want to be reimbursed for any increase. Again, it looks as though they are passing the entire increase to the Town and not to the contractor. I am not sure if we should get into that as I think it is open ended.

Town Manager – Mayor, if the Town Attorney will provide me with language that is more appropriate, I will bring it to the contractor.

7) MISCELLANEOUS – ITEMS LEFT OVER

A) Minutes
July 13, 2010 – Special Meeting

July 27, 2010 – Workshop Meeting
August 3, 2010 – Regular Meeting
August 3, 2010 – Budget Workshop

Minutes to be included on September 7, 2010, Consent Agenda.

8. REPORTS – TOWN COMMISSION

Commissioner John Pagliaro – None

Commissioner John Sorrelli – None

Commissioner Trinley – None

Vice Mayor Zwick – I would like to thank Deputy Finance Director Cale Curtis for responding to my request.

Mayor Newill – None

9. REPORTS – TOWN ATTORNEY

None.

10. REPORTS – TOWN MANAGER

Contacted Boca Raton Airport and talked to Kim Singer, secretary to the Boca Raton Airport Advisory Board. She advised that Ken Day was on vacation until September 7th. The final decision on the continuance of the Airport Advisory Board will be made at a meeting to be scheduled either the second or third week of September.

11. CONSENT AGENDA

None

12. PUBLIC COMMENTS AND REQUESTS RELATED TO ITEMS DISCUSSED AT MEETING

Arlin Voress – 4403 Intracoastal Drive
The City of Boca Raton connects with the water system in Highland Beach in the section you are talking about in agenda item #6A. We need to make that improvement to ensure that we can accept water from Boca Raton in case of emergency or failure of our system.

13. ADJOURNMENT

There being no further business to come before the Commission, Mayor Newill adjourned the Workshop Meeting at 2:20 PM upon a **MOTION** by Commissioner Sorrelli; seconded by Commissioner Pagliaro.

APPROVED:

_____
Jim Newill, CPA, Mayor

_____
Miriam S. Zwick, Vice Mayor

_____
Doris M. Trinley, Commissioner

_____
John J. Sorrelli, Commissioner

_____
John J. Pagliaro, Commissioner

ATTEST:

_____
Beverly M. Brown, MMC

_____
Date

COLODNY · FASS · TALENFELD · KARLINSKY · ABATE

CFTLAW

Flana H. Gloetzner*
Attorney at Law

*Also admitted in Michigan

September 28, 2011

Honorable Bernard Featherman, Mayor
Town of Highland Beach
3614 South Ocean Boulevard
Highland Beach, FL 33487

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
#7010 0780 0001 7987 6234

Re: Claimant: Dale S. Sugerman
Our File No.: 11-116

Dear Mayor Featherman:

The undersigned firm represents the above-referenced claimant. Pursuant to § 768.28, Florida Statutes, this correspondence serves as formal notice of our intent to file a claim on behalf of Dale S. Sugerman against The Town of Highland Beach (hereinafter "Town"), as well as three (3) individual parties.

Please be aware that the enclosed Complaint against the Town, as well as against Jim Newill, Doris M. Trinley, and John J. Sorrelli, is being filed in the 15th Judicial Circuit in and for Palm Beach County, Florida. This Complaint includes a claim against the Town for defamation.

This correspondence in no way serves as an admission that the provisions of § 768.28, Florida Statutes, apply to any claims against the Town, and is merely being provided in an abundance of caution.

Please provide copies of any insurance policies which may cover the Town for the damages sustained by Dr. Sugerman. Please also notify said insurance carriers of this claim.

There exists no prior adjudicated unpaid claim in excess of $200.00, whether imposed by a civil, criminal, or administrative tribunal, owed by the claimant to the State, its agency, officer or subdivision. Should this notice fail to comply with any of the particulars of § 768.28, Florida

Statutes, please advise this office immediately.

Very truly yours,

COLODNY, FASS, TALENFELD,
KARLINSKY & ABATE, P.A.

Elana H. Gloetzner

Maria Elena Abate
Elana H. Gloetzner

EHG:kp

Enclosure

cc: Florida Department of Financial Services
200 E. Gaines Street
Suite 131
Tallahassee, FL 32399
via Certified Mail, Return Receipt Requested
#7010 0780 0001 7987 6227

MEA/EHG:kp
11-116

IN THE CIRCUIT COURT OF THE 15th JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION

CASE NO. _____

DALE S. SUGERMAN, PhD, an individual,

Plaintiff,

v.

THE TOWN OF HIGHLAND BEACH, a Town organized under the laws of the State of Florida, JIM NEWILL, an individual, DORIS. M. TRINLEY, an individual, and JOHN J. SORRELLI, an individual,

Defendants.

_____/

PLAINTIFF DALE S. SUGERMAN'S COMPLAINT AGAINST DEFENDANTS TOWN OF HIGHLAND BEACH, JIM NEWILL, DORIS M. TRINLEY, AND JOHN J. SORRELLI

COMES NOW Plaintiff, DALE S. SUGERMAN, PhD ("Plaintiff" or "Sugerman"), by and through his undersigned counsel, and files this Complaint against the Town of Highland Beach (the "Town"), Jim Newill ("Newill"), Doris M. Trinley ("Trinley") and John J. Sorrelli ("Sorrelli"), and states as follows:

GENERAL ALLEGATIONS

1. At all times relevant hereto, Plaintiff was an individual residing in Palm Beach County, Florida, and was employed by the Town as Town Manager.

2. At all times relevant hereto, Defendant Town was a Town located in Palm Beach County and organized under the laws of the State of Florida.

3. At all times relevant hereto, and upon information and belief, Defendant Newill was a resident of Palm Beach County, Florida.

4. At all times relevant hereto, and upon information and belief, Defendant Trinley was a resident of Palm Beach County, Florida.

5. At all times relevant hereto, and upon information and belief, Defendant Sorrelli was a resident of Palm Beach County, Florida.

6. Jurisdiction and venue are proper for the purpose of this litigation.

THE EMPLOYMENT AGREEMENT

7. Plaintiff Sugerman, together with the Town, entered into an employment agreement dated August 5, 2008 in connection with Plaintiff Sugerman's role as the Town Manager of the Town of Highland Beach. *See* Employment Agreement (the "Agreement"), attached as Exhibit "A".

8. The Agreement was an extension and modification of a prior agreement between the parties dated February 18, 2005.

9. Plaintiff's original term of employment commenced on March 7, 2005 and, pursuant to the Agreement, was to continue without interruption.

10. The Agreement was for an additional term of three (3) years (July 1, 2008 through June 30, 2011).

11. In addition, the Agreement provided that, after June 30, 2011, the Agreement **shall automatically** be renewed on a year-to-year basis for up to three (3) additional one (1) year terms (emphasis added).

12. The Agreement provided that the Town Commission (through the affirmative vote of no less than (3) commission members), could terminate the Agreement and services of Plaintiff Sugerman at any time in accordance with Section 3.01 of the Town Charter.

13. In the event the Town Commission exercised its right to terminate the Agreement and services of Plaintiff, then Section 4 Paragraph A of the Agreement would be triggered and applicable. This section states that

> [i]n the event Employee is notified by the Town that he is to be terminated by the Town Commission, the Town agrees to pay Employee a lump sum cash payment equal to twelve (12) months aggregate salary plus accrued vacation and sick leave pursuant to the Town Personnel Rules and Regulations to be payable on the effective date of termination. Provided further that the Employer will continue to pay health and medical benefit premiums and provide health insurance coverage for Employee for twelve (12) months from the effective date of termination.

14. The Agreement also provided that Plaintiff Sugerman could resign his employment at any time, subject only to the notice provisions set forth in the Agreement.

15. Thus, the Agreement could be terminated by either party, but in no event could it not be renewed.

16. Section 4.01 of the Town Charter provides that

> The Town Manager shall have general supervision over all Town affairs, shall see that all of the ordinances are faithfully executed, and shall have the power to suspend or discharge any administrative officer or employee of the Town with the exception of the Police Chief in accordance with the Town's Personnel Rules and Regulations.

17. In addition, the Town Code of Ordinances, Section 2-48, provides that the powers and duties of the town manager shall be to:

> (1) See that the laws and ordinances of the town are enforced; preserve and enforce good order within the town; see that all lawful orders of the town commission are duly observed and enforced.
> (2) Employ, suspend or discharge any administrative officer or employee of the town, except those who have been appointed to boards,

commissions or committees, for cause including misconduct in office or neglect of duty. With respect to certain positions whose appointment is provided to be made by the commission, by charter or otherwise, the appointees shall not be discharged by the town manager without commission approval.
(3) Recommend to the commission for adoption or passage such measures as he may deem necessary or expedient.
(4)Keep the commission and the public fully advised of the financial condition and needs of the town. He shall prepare the proposed annual budget for presentation to and adoption by the commission.
(5)Present to the commission a periodic financial report showing the amount of funds collected by the town, the sources from which collected, the total disbursements of the town during the period and the general objects or purposes for which the same were made.
(6)Attend all meetings of the town commission and take part in the discussions of municipal matters at meetings of the commission; provided, however, that he shall have no vote.
(7)Perform such other duties as may be prescribed by the charter and as may be required by the town commission.

THE UNLAWFUL OUSTER OF PLAINTIFF SUGERMAN

18. On July 15, 2010, Plaintiff received an email message from Town Clerk Beverly Brown through Ms. Brown's Town email account. The email had a subject line that read "FW: CANADIAN BILLBOARDS ARE GREAT!" The email message contained twenty-two color photographs of billboards with a variety of pictures and words, several of which were derogatory and offensive. This email was sent by Ms. Brown to a total of six (6) individuals, one of whom was Plaintiff. See email, attached as Exhibit "B".

19. On or about July 16, 2010, Plaintiff questioned Ms. Brown regarding the email and was told by Ms. Brown that it was a joke, that it was sent to Plaintiff by accident and to just ignore it.

20. On or about August 10, 2010, Plaintiff was meeting with Zoie Burgess, the Assistant to the Town Manager, and discussing various work items. In addition to being the Assistant to the Town Manager, Ms. Burgess was also the designated IT network administrator.

Plaintiff mentioned the email he received from Ms. Brown and Ms. Burgess informed Plaintiff that Ms. Brown had been sending and receiving inappropriate emails for many months.

21. Ms. Burgess explained that she was aware of the emails because as the Town's designated IT network administrator, she would periodically check the main server to see which email files were using the most disk space on the network. She would do this to try to identify if there were large files that could be eliminated and thereby free up storage space on the Town's main server. Ms. Burgess explained that typically the largest files are those messages that have color photos, graphs or images attached to them.

22. Over a number of months, Ms. Burgess discovered that Ms. Brown's email registry had a significant number of very large files. As network administrator, Ms. Burgess would look to see why such large email files existed and if she could remove them from the server.

23. Ms. Burgess informed Plaintiff that the type of inappropriate email received by Plaintiff from Ms. Brown was a fairly common historical occurrence on the network from Ms. Brown's computer. Plaintiff requested that Ms. Burgess provide him with some examples, which she did within a couple of days. See additional emails attached as Exhibit "C".

24. The emails given to Plaintiff by Ms. Burgess were racist, crude, hateful and offensive, all in violation of Town policy. Indeed, the emails rose to the level of hate mail decrying the inability in today's society of "White America" to be proud of their race. In addition, the emails were written with a variety of themes promoting and celebrating the use of guns, violent acts and the use of alcohol.

25. On September 16, 2010, Plaintiff Sugerman sent an email message to the Town Attorney asking for his guidance and input on a personnel matter (without identifying the

specific employee) because he believed that there had been a violation of the Town's Internet policy by this Town employee who was receiving and sending electronic messages that were racist and crude.

26. On September 20, 2010, the Town Attorney (along with the assistance from a member of his staff) responded with an outline of how to conduct a pre-determination hearing with the employee. In that response, the Town Attorney also included an article about a similar Internet policy violation from another municipality in Broward County that resulted in severe discipline being enforced against a senior employee in that municipality, who was given the opportunity to resign rather than be terminated. The Town Attorney thought that the other case could be used as a guide.

27. Similarly, the Town Clerk's conduct was a violation of Town policy that warranted, according to Town procedures and Town Attorney Thomas E. Sliney, discipline, up to and including, the firing of the employee.

28. On September 22, 2010, Plaintiff received the Town Attorney's packet of information and pursuant to the Attorney's instructions put together a Notice of Pre-Determination Hearing for Ms. Brown.

29. On September 27, 2010, Plaintiff hand-delivered the Notice of Pre-Determination Hearing to Ms. Brown. The information provided by Plaintiff to Ms. Brown included information regarding the hearing, the violations for which Ms. Brown was under investigation, copies of examples of the violations, copies of the applicable rules, information regarding Ms. Brown's rights in connection with the hearing, and a copy of the Town of Highland Beach Information Technology Policy signed by Ms. Brown.

30. Plaintiff spoke to no other Town employee or member of the Town Commission regarding the pre-determination hearing.

31. Subsequently, Plaintiff and Ms. Brown mutually agreed to conduct the pre-determination hearing on December 20, 2010. Ms. Brown was accompanied to the pre-determination hearing by her attorney, Erika Deutsch Rotbart.

32. At the hearing, Ms. Brown and Ms. Rotbart were given as much time as they wanted to present any information and/or materials to Plaintiff. In addition, they were given another opportunity to inspect any documents that had been considered and/or constructed in connection with the allegations of rules violations against Ms. Brown. Both Ms. Brown and Ms. Rotbart provided a summary of Ms. Brown's position in the matter and made final statements to Plaintiff. Nothing Ms. Brown presented negated the fact that the emails had been received/forward by her using the Town computer.

33. After considering all information, Plaintiff determined that Ms. Brown did in fact violate the Town's Personnel Rules and Regulations and that discipline for the violations was merited.

34. Despite the appropriateness of firing Ms. Brown (as suggested by the Town Attorney when he provided Plaintiff with a similar case and example from the City of Wilton Manors, Florida which resulted in a senior level municipal employee being terminated), Plaintiff used his discretion in disciplinary matters as provided for in the Town Charter and Rules and determined that it would be more appropriate to discipline Ms. Brown with just a four (4) week suspension. In addition, the determination was for Ms. Brown to take remedial training in a number of courses designed around the topics of sexual harassment, cultural sensitivity and computer etiquette. Plaintiff also took into consideration that Ms. Brown was undergoing

medical treatments for a serious illness, which mitigated in her favor; therefore, Plaintiff informed Ms. Brown that he was willing to work with Ms. Brown and her representative on the timing of her suspension and training. Ms. Brown was given a copy of Plaintiff's Disciplinary Action memorandum on January 3, 2011.

35. One day later, on January 4, 2011, the then-Commission of the Town held a regularly scheduled monthly Town Commission meeting. Despite the issue of the written determination for discipline not having been discussed with the Commission, and not put on the original meeting agenda, the subject of Plaintiff's determination to discipline Ms. Brown with a suspension was raised by certain Commissioners. Although the Commissioners were advised by Plaintiff that it was inappropriate to discuss this or any personnel matter in that forum, at that time, and with a pending appeal period yet to run, the Commissioners took it upon themselves to step right into the middle of a situation they knew very little about.

36. Indeed, the Town Charter provides that:

Sec. 3.01 Town Manager.

> The affairs of the Town of Highland Beach shall be administered by a Town Manager, who shall be the chief administrative officer employed by and responsible to the Town Commission. The Town Commission shall employ the Town Manager by an affirmative vote of at least three (3) members of the Town Commission. The Town Manager shall serve at the pleasure of the Town Commission and may be terminated by the affirmative vote of not less than three (3) members of the Town Commission [emphasis added].

Sec. 3.03 Departments of the Town.

> The Town Manager shall have charge of and shall direct the administration of the Town's departments. Such departments shall include,

but shall not necessarily be limited to the following or some combinations or variations thereof: Clerk, Finance, Building, Police, Library, Fire, and Public Works [emphasis added].

Sec. 4.01 Town Manager.

The Town Manager shall have general supervision over all Town affairs, shall see that all of the ordinances are faithfully executed, and shall have the power to suspend or discharge any administrative officer or employee of the Town with the exception of the Police Chief in accordance with the Town's Personnel Rules and Regulations [emphasis added].

Furthermore, the Town Code provides:

Sec. 2-57 Non-interference with town officers or employees.

Except for the purpose of inquiries and investigation, the town commission or its members shall deal with town officers and employees who are subject to the direction and supervision of the town manager solely through the town manager and neither the town commission nor its members shall give orders to any such officer or employee, either publicly or privately.

37. Despite their lack of authority to do so, the Commission acted ultra virus and wrongfully "ordered" Plaintiff Sugerman to rescind his four (4) week suspension of the employee and replace it with a written counseling memo inserted into the employee's personnel file, citing such reasons as a Commission member's wife's personal friendship with the employee. The Commission took this action without even having seen the emails at issue.

38. Up until this point, Plaintiff had enjoyed regular praise from Commission members, as well as citizens of the Town. In fact, on August 16, 2010, Mayor Jim Newill

responded to a letter from an individual in Highland Beach who was thankful to Dr. Sugerman for his efforts and assistance. Again, Mayor Newill sang Dr. Sugerman's praises:

> I greatly appreciated your letter of August 3rd and felt compelled to respond. I am always pleased to hear when Highland Beach employees provide extraordinary assistance to our Residents, Condo and Homeowners Association. I share your high regard of Dr. Sugerman, our Town Manager, and am confident he will continue to excel in his service which has enriched Highland Beach regardless of the roadblocks and problems constantly put before him. Thank you again for your response.

39. In addition, at the August 17, 2010 Town Commission meeting, then-Mayor Jim Newill stated as follows:

> I would like to take a personal privilege and make the following statement: I would like to take this opportunity to thank Dr. Sugerman and the staff for preparing a balanced budget without cutting services or personnel and still give us a tax rate cut for the fourth year. Dr. Sugerman has proved himself invaluable to Highland Beach and me in his five plus years of service. I believe he has proved himself worth his weight in gold to us, which with the price of gold today, far exceeds the $140,000.00 he is paid. Again, thank you, not only for the service you have provided me, but your commitment to the residents of this Town.

40. However, the support of Dr. Sugerman by Defendant Mayor Newill, Defendant Trinley and Defendant Sorrelli quickly dissipated when Plaintiff refused to circumvent the appellate process and modify his appropriate disciplinary decision as to Ms. Brown based solely on the improper personal motives of certain Commissioners.

41. Plaintiff Sugerman was subsequently notified, through counsel for Ms. Brown, that Ms. Brown had invoked her right to the appellate process.

42. At the January 25, 2011 Town Commission workshop, then-Mayor Newill made a statement as follows:

> I am going to make two recommendations regarding the Town Manager. I want the Commission to consider these over the next week. At the meeting next week, if any Commissioner feels my recommendations have

merit, they can make a motion. This is a Workshop and we cannot vote at this meeting.

Since the Town Manager has chosen to ignore the direct order issued by the Commission on January 4, 2011, and due to the excessive punishment issued to the Town Clerk on her first recorded violation by the Town Manager and the embarrassment that has descended upon the Town due to this situation, I am recommending the Town Commission consider suspending the Town Manager with pay for a period of four (4) months. During this suspension, the Town Manager would be banned from all Town property, relinquish all use of Town equipment, supplies, Town personnel and services. Secondly, ninety days prior to the end of the Town Manager's three year contract (June 30, 2011), I recommend the Town Commission send by registered mail, their intention of not exercising the extension of another year of his services under the contract.

43. On February 1, 2011, the Commission (through a 3-2 vote) indeed suspended Plaintiff Sugerman until June 30, 2011 under a pretextual claim of "insubordination" for his failure to modify the disciplinary act as "ordered" in connection with Ms. Brown.

44. Plaintiff Sugerman was not insubordinate, but was following the Town's established procedures that provided an appellate process through which an independent hearing officer (and not the Town Commission) would review his findings and decision, which appellate process was in fact ultimately invoked by Ms. Brown.

45. Under their own Town Charter, the Commission did not have the authority to "order" any modification of Plaintiff Sugerman's decision.

46. After Plaintiff's suspension, Ms. Brown was even temporarily assigned to Plaintiff Sugerman's position as Manager of the Town.

47. In addition, Defendants Newill, Trinley and Sorrelli then embarked on a deliberate mission to harm Plaintiff's reputation and interfere with his contract with the Town. At a Special Meeting of the Town Commission held on February 15, 2011, and with Defendants

Newill, Trinley and Sorrelli having led the charge, the then-Commission voted "not to extend" Plaintiff Sugerman's employment contract beyond June 30, 2011.

COUNT I – BREACH OF CONTRACT
(as against Defendant Town of Highland Beach)

48. Plaintiff Sugerman re-alleges and incorporates herein by reference Paragraphs 1 through 47, above.

49. Plaintiff Sugerman and Defendant Town entered into an enforceable contract dated August 5, 2008, which contract is titled "Employment Agreement" (the "Agreement"). A copy of the Agreement is attached as Exhibit "A".

50. The Agreement is a binding contract between the parties.

51. Pursuant to the Contract (Section 1.A.), "[a]fter June 30, 2011, th[e] Agreement **shall automatically** be renewed on a year-to-year basis for up to three (3) additional one (1) year terms, subject to the termination provisions set forth in Section 1, Paragraph B..." (emphasis added).

52. Pursuant to the Agreement, the Town is also contractually within its rights to **terminate** Plaintiff Sugerman's employment pursuant to Section 1.B., which provides that

> [n]othing in this agreement shall prevent, limit, or otherwise interfere with the right of the Town Commission at any time upon an affirmative vote of not less than three (3) members of the Town Commission to terminate this Agreement and the services of Employee at any time in accord with Section 3.01 of the Town Charter. In such event, the provision set forth in Section 4, Paragraph A of this Agreement shall apply.

53. However, the Town breached its contractual obligations to Plaintiff Sugerman by couching the termination as a vote "not to extend" the Agreement beyond June 30, 2011, and ignoring the provisions set forth in the Agreement at Section 4.A.

54. The automatic renewal provision in Section 1.A. is not discretionary and can only be prevented by a "termination," thus triggering the obligations set forth in the Agreement, Section 4.A. Consequently, whatever the word choice of the then-Commission may have been, the Town is obligated to comply with Section 4.A.'s mandate:

> In the event Employee is notified by the Town that he is to be terminated by the Town Commission, the Town agrees to pay Employee a lump sum cash payment equal to twelve (12) months aggregate salary plus accrued vacation and sick leave pursuant to the Town Personnel Rules and Regulations to be payable on the effective date of termination. Provided further that the Employer will continue to pay health and medical benefit premiums and provide health insurance coverage for Employee for twelve (12) months from the effective date of termination.

55. Defendant Town breached the Agreement. The Town's breaches of the Agreement include, but are not limited to, the following:

> (a) Breach of Section 4, paragraph A – The Town has not paid to Plaintiff a lump sum cash payment equal to twelve (12) months aggregate salary plus accrued vacation and sick leave, which amounts were to be payable on the effective date of termination (June 30, 2011). In addition, the Town has not continued to pay health and medical benefit premiums and provide health insurance coverage for Plaintiff for twelve (12) months from the effective date of termination (June 30, 2011);
> (b) Breach of Section 2 - "Duties" – The Town did not permit Plaintiff to fully perform the functions and duties specified in Section 3.01 and Section 4.01 of the Town Charter and Section 2-48 of the Town Code, as amended or modified from time to time and as otherwise specified in the Town Charter and Town Code of Ordinances…;

56. Despite written demand, the Town has refused to satisfy its obligations under the Agreement.

57. Plaintiff Sugerman has been damaged as a direct and proximate result of the Town's breaches.

58. Plaintiff Sugerman has retained the undersigned counsel to represent him in this Complaint, and has agreed to pay the firm reasonable attorney's fees. Plaintiff is entitled to recover such attorney's fees from Defendant Town.

WHEREFORE, Plaintiff Sugerman demands judgment against the Town of Highland Beach as follows:

That Plaintiff Sugerman recover a judgment against Defendant the Town of Highland Beach in an amount of damages to be proven in excess of Fifteen Thousand Dollars ($15,000.00), plus costs, attorney's fees and interest on such judgment until paid, together with such other and further relief as the Court deems proper.

COUNT II – DEFAMATION
(as against Defendant Newill)

59. Plaintiff Sugerman re-alleges and incorporates herein by reference Paragraphs 1 through 47, above.

60. This is an action against Defendant Newill for defamation seeking equitable relief and damages in excess of $15,000.00.

61. Defendant Newill made and published numerous false statements about Plaintiff Sugerman. These defamatory statements include, but are not limited to, the following:

(a) The Plaintiff's "accomplishments" as Town Manager are "overshadowed by failure to carry out direct order from the Commission." See Managerial Employee Performance Evaluation, Section 2.

(b) That Plaintiff's managerial skills are that he "seems to rotate from department head to department head with a vendetta style of operating." See Managerial Employee Performance Evaluation, Section 4. Defendant Newill then gave Plaintiff an overall rating in this category of a "U" for unsatisfactory, and the lowest possible rating.

(c) Defendant Newill also gave Plaintiff an overall rating of "F" for fair in the job productivity category, and the second lowest possible rating. See Managerial Employee Performance Evaluation, Section 6.

(d) Defendant Newill gave Plaintiff an overall rating of "F" for fair in the problem solving category, the second lowest possible rating. See Managerial Employee Performance Evaluation, Section 7.

(e) In the conflict resolution category, Defendant Newill gave Plaintiff a "U" for unsatisfactory, the lowest possible rating, and wrote that Plaintiff "causes conflicts and does not treat staff fairly. Team spirit is low." See Managerial Employee Performance Evaluation, Section 8.

(f) In the time management category, Defendant Newill gave Plaintiff a "U" and wrote that "he creates a great deal of stress in the workplace." See Managerial Employee Performance Evaluation, Section 10.

(g) In the cooperation category, Defendant Newill gave Plaintiff a "U" and wrote that he "has difficulty working with others." See Managerial Employee Performance Evaluation, Section 12.

(h) In overall performance, Defendant Newill gave Plaintiff a rating of "F" for fair, the second lowest possible rating. See Managerial Employee Performance Evaluation, Section 15.

(i) In the section designated for an "Action Plan," Defendant Newill wrote that Plaintiff is "on suspension and contract ended so the point becomes mute [sic]." See Managerial Employee Performance Evaluation, Section labeled "Action Plan."

(j) Statements made during the open meeting of the Town Commission on January 4, 2011. See minutes of January 4, 2011 meeting, attached as Exhibit "D".

(k) Statements made during the open meeting of the Town Commission on January 25, 2011. See minutes of January 25, 2011 meeting, attached as Exhibit "E".

(l) Statements made during the open meeting of the Town Commission on February 1, 2011. See minutes of February 1, 2011 meeting, attached as Exhibit "F".

62. These false statements were published to third parties.

63. Defendant Newill made the statements with the knowledge they were false, with reckless disregard for the truth of the statements, and with actual malice and intent to injure Plaintiff's reputation and job position.

64. As a direct and proximate result of the false statements published by Defendant Newill, Plaintiff Sugerman has suffered substantial damages, including but not limited to pecuniary loss and injury to reputation.

65. Plaintiff Sugerman has retained the undersigned counsel to represent him in this Complaint, and has agreed to pay the firm reasonable attorney's fees. Plaintiff is entitled to recover such attorney's fees from Defendant Newill.

WHEREFORE, Plaintiff Sugerman demands judgment against Defendant Newill as follows:

That Plaintiff Sugerman recover a judgment against Defendant Newill in an amount of damages to be proven in excess of Fifteen Thousand Dollars ($15,000.00), plus costs, attorney's fees and interest on such judgment until paid, together with such other and further relief as the Court deems proper.

COUNT III – DEFAMATION
(as against Defendant Trinley)

66. Plaintiff Sugerman re-alleges and incorporates herein by reference Paragraphs 1 through 47, above.

67. This is an action against Defendant Trinley for defamation seeking equitable relief and damages in excess of $15,000.00.

68. Defendant Trinley made and published numerous false statements about Plaintiff Sugerman. These defamatory statements include, but are not limited to, the following:

(a) Defendant Trinley giving Plaintiff an overall rating in the category of Job Knowledge of a "F" for fair, the second lowest possible rating. See Managerial Employee Performance Evaluation, Section 3.

(b) That Plaintiff's managerial skills are that he "plays favorites; sends wrong message to subordinates." See Managerial Employee Performance Evaluation, Section 4. Defendant Trinley then gave Plaintiff an overall rating in this category of a "U" for unsatisfactory, and the lowest possible rating.

(c) Defendant Trinley also gave Plaintiff an overall rating of "F" for fair in the department structure category, and the second lowest possible rating. See Managerial Employee Performance Evaluation, Section 5.

(d) Defendant Trinley also gave Plaintiff an overall rating of "F" for fair in the job productivity category, and the second lowest possible rating. See Managerial Employee Performance Evaluation, Section 6.

(e) Defendant Trinley gave Plaintiff an overall rating of "F" for fair in the problem solving category, the second lowest possible rating. See Managerial Employee Performance Evaluation, Section 7.

(f) In the conflict resolution category, Defendant Trinley gave Plaintiff a "U" for unsatisfactory, the lowest possible rating. See Managerial Employee Performance Evaluation, Section 8.

(g) Defendant Trinley gave Plaintiff an overall rating of "F" for fair in the administrative skill category, the second lowest possible rating. See Managerial Employee Performance Evaluation, Section 9.

(h) In the cooperation category, Defendant Trinley gave Plaintiff a "U" for unsatisfactory, the lowest possible rating. See Managerial Employee Performance Evaluation, Section 12.

(i) In overall performance, Defendant Trinley gave Plaintiff a rating of "U" for unsatisfactory, the lowest possible rating, in connection with his dealings with people. See Managerial Employee Performance Evaluation, Section 15.

(j) In the section designated for an "Action Plan," Defendant Trinley wrote that Plaintiff's major weak points are that he is a "very bright man; but often uses his position to "cow" personnel" and that these weak points can be strengthened by "reading – and absorbing – "How to Win Friends and Influence People." See Managerial Employee Performance Evaluation, Section labeled "Action Plan."

(k) Defendant Trinley also made a notation that stated "No increase in pay."

(l) Statements made during the open meeting of the Town Commission on January 4, 2011. See minutes of January 4, 2011 meeting, attached as Exhibit "D".

(m) Statements made during the open meeting of the Town Commission on February 1, 2011. See minutes of February 1, 2011 meeting, attached as Exhibit "F".

69. These defamatory statements were published to third parties.

70. Defendant Trinley made the statements with the knowledge they were false, with reckless disregard for the truth of the statements, and with actual malice and intent to injure Plaintiff's reputation and job position.

71. As a direct and proximate result of the false statements published by Defendant Trinley, Plaintiff Sugerman has suffered substantial damages, including but not limited to pecuniary loss and injury to reputation.

72. Plaintiff Sugerman has retained the undersigned counsel to represent him in this Complaint, and has agreed to pay the firm reasonable attorney's fees. Plaintiff is entitled to recover such attorney's fees from Defendant Trinley.

WHEREFORE, Plaintiff Sugerman demands judgment against Defendant Trinley as follows:

That Plaintiff Sugerman recover a judgment against Defendant Trinley in an amount of damages to be proven in excess of Fifteen Thousand Dollars ($15,000.00), plus costs, attorney's fees and interest on such judgment until paid, together with such other and further relief as the Court deems proper.

COUNT IV – DEFAMATION
(as against Defendant Sorrelli)

73. Plaintiff Sugerman re-alleges and incorporates herein by reference Paragraphs 1 through 47, above.

74. This is an action against Defendant Sorrelli for defamation seeking equitable relief and damages in excess of $15,000.00.

75. Defendant Sorrelli made and published numerous false statements about Plaintiff Sugerman. These defamatory statements include, but are not limited to, the following:

(a) Defendant Sorrelli giving Plaintiff an overall rating in the category of Job Knowledge of "F" for fair, the second lowest possible rating, and writing that Plaintiff "still believes his opinion is the only one that matters. Does not follow instructions given by Commission." See Managerial Employee Performance Evaluation, Section 3.

(b) Defendant Sorrelli giving Plaintiff an overall rating in the category of Managerial Skills of "F" for fair, the second lowest possible rating, and writing that "employee relations are at an all time low. Have never seen so many unhappy people." See Managerial Employee Performance Evaluation, Section 4.

(c) Defendant Sorrelli giving Plaintiff an overall rating in the category of Department Structure of "F" for fair, the second lowest possible rating, and writing that "his objectives are not the same as the Commissions. Needs to start. Any results received are due to the quality of our employees." See Managerial Employee Performance Evaluation, Section 5.

(d) Defendant Sorrelli giving Plaintiff an overall rating in the category of Job Productivity of "F" for fair, the second lowest possible rating, and writing that "results achieved are at someone else's expense." See Managerial Employee Performance Evaluation, Section 6.

(e) Defendant Sorrelli giving Plaintiff an overall rating in the category of Problem Solving of "F" for fair, the second lowest possible rating, and writing that "results achieved are at someone else's expense." See Managerial Employee Performance Evaluation, Section 7.

(f) Defendant Sorrelli giving Plaintiff an overall rating in the category of Conflict Resolution of "F" for fair, the second lowest possible rating, and writing that "staff is not treated fairly. Contacted news media once commission gave him direction to solve conflict with Clerk." See Managerial Employee Performance Evaluation, Section 8.

(g) Defendant Sorrelli giving Plaintiff an overall rating in the category of Administrative Skill of "F" for fair, the second lowest possible rating, and writing that Plaintiff "tried to promote individual without advertising. Example – organization chart – sets policies and does not inform commission or ask for their authorization." See Managerial Employee Performance Evaluation, Section 9.

(h) Defendant Sorrelli giving Plaintiff an overall rating in the category of Time Management of "F" for fair, the second lowest possible rating, and writing that "creates stress throughout town. Rules employees with an iron fist." See Managerial Employee Performance Evaluation, Section 10.

(i) Defendant Sorrelli giving Plaintiff an overall rating in the category of Overall Performance of "F" for fair, the second lowest possible rating, and writing that "too much conflict with Commission and Town employees. Strikes out when things do not go his way." See Managerial Employee Performance Evaluation, Section 15.

(j) In the section designated for an "Action Plan," Defendant Sorrelli wrote that Plaintiff's major weak points are that he "does not work well with either elected officials or Town employees" and that these weak points can be strengthened by "looking for another job." See Managerial Employee Performance Evaluation, Section labeled "Action Plan."

(k) Statements made during the open meeting of the Town Commission on January 4, 2011. See minutes of January 4, 2011 meeting, attached as Exhibit "D".

(l) Statements made during the open meeting of the Town Commission on February 1, 2011. See minutes of February 1, 2011 meeting, attached as Exhibit "F".

(m) Statements made during the open meeting of the Town Commission on February 15, 2011. See minutes of February 15, 2011 meeting, attached as Exhibit "G".

76. These defamatory statements were published to third parties.

77. Defendant Sorrelli made the statements with the knowledge they were false, with reckless disregard for the truth of the statements, and with actual malice and intent to injure Plaintiff's reputation and job position.

78. As a direct and proximate result of the false statements published by Defendant Sorrelli, Plaintiff Sugerman has suffered substantial damages, including but not limited to pecuniary loss and injury to reputation.

79. Plaintiff Sugerman has retained the undersigned counsel to represent him in this Complaint, and has agreed to pay the firm reasonable attorney's fees. Plaintiff is entitled to recover such attorney's fees from Defendant Sorrelli.

WHEREFORE, Plaintiff Sugerman demands judgment against Defendant Sorrelli as follows:

That Plaintiff Sugerman recover a judgment against Defendant Sorrelli in an amount of damages to be proven in excess of Fifteen Thousand Dollars ($15,000.00), plus costs, attorney's fees and interest on such judgment until paid, together with such other and further relief as the Court deems proper.

COUNT V – TORTIOUS INTERFERENCE
(as against Defendant Newill)

80. Plaintiff Sugerman re-alleges and incorporates herein by reference Paragraphs 1 through 47, above.

81. This is an action against Defendant Newill for tortious interference seeking equitable relief and damages in excess of $15,000.00.

82. Plaintiff Sugerman and the Town had a business relationship that was memorialized in the Agreement.

83. Defendant Newill, who was the Town Mayor during the relevant period, had actual knowledge of the business relationship between Plaintiff and Defendant Town.

84. Defendant Newill intentionally and unjustifiably interfered with the relationship between Plaintiff and Defendant Town by inducing Plaintiff's termination by the Town.

85. The interfering statements made and actions taken regarding Plaintiff were not within Defendant's scope of authority as a Commissioner/Mayor and were performed by Defendant Newill individually as a result of his personal (not business) relationship with Ms. Brown.

86. As a result of Defendant's tortious interference, Plaintiff has been damaged.

87. Plaintiff has retained the undersigned counsel to represent him in this Complaint, and has agreed to pay the firm reasonable attorney's fees. Plaintiff is entitled to recover such attorney's fees from Defendant Newill.

WHEREFORE, Plaintiff Sugerman demands judgment against Defendant Newill as follows:

That Plaintiff Sugerman recover a judgment against Defendant Newill in an amount of damages to be proven in excess of Fifteen Thousand Dollars ($15,000.00), plus costs, attorney's fees and interest on such judgment until paid, together with such other and further relief as the Court deems proper.

COUNT VI – TORTIOUS INTERFERENCE
(as against Defendant Trinley)

88. Plaintiff Sugerman re-alleges and incorporates herein by reference Paragraphs 1 through 47, above.

89. This is an action against Defendant Trinley for tortious interference seeking equitable relief and damages in excess of $15,000.00.

90. Plaintiff Sugerman and the Town had a business relationship that was memorialized in the Agreement.

91. Defendant Trinley, who was a Town Commissioner during the relevant period, had actual knowledge of the business relationship between Plaintiff and Defendant Town.

92. Defendant Trinley intentionally and unjustifiably interfered with the relationship between Plaintiff and Defendant Town by inducing Plaintiff's termination by the Town.

93. The interfering statements made and actions taken regarding Plaintiff were not within Defendant's scope of authority as a Commissioner.

94. As a result of Defendant's tortious interference, Plaintiff has been damaged.

95. Plaintiff has retained the undersigned counsel to represent him in this Complaint, and has agreed to pay the firm reasonable attorney's fees. Plaintiff is entitled to recover such attorney's fees from Defendant Trinley.

WHEREFORE, Plaintiff Sugerman demands judgment against Defendant Trinley as follows:

That Plaintiff Sugerman recover a judgment against Defendant Trinley in an amount of damages to be proven in excess of Fifteen Thousand Dollars ($15,000.00), plus costs, attorney's fees and interest on such judgment until paid, together with such other and further relief as the Court deems proper.

COUNT VII – TORTIOUS INTERFERENCE
(as against Defendant Sorrelli)

96. Plaintiff Sugerman re-alleges and incorporates herein by reference Paragraphs 1 through 47, above.

97. This is an action against Defendant Sorrelli for tortious interference seeking equitable relief and damages in excess of $15,000.00.

98. Plaintiff Sugerman and the Town had a business relationship that was memorialized in the Agreement.

99. Defendant Sorrelli, who was a Town Commissioner during the relevant period, had actual knowledge of the business relationship between Plaintiff and Defendant Town.

100. Defendant Sorrelli intentionally and unjustifiably interfered with the relationship between Plaintiff and Defendant Town by inducing Plaintiff's termination by the Town.

101. The interfering statements made and actions taken regarding Plaintiff were not within Defendant's scope of authority as a Commissioner.

102. As a result of Defendant's tortious interference, Plaintiff has been damaged.

103. Plaintiff has retained the undersigned counsel to represent him in this Complaint, and has agreed to pay the firm reasonable attorney's fees. Plaintiff is entitled to recover such attorney's fees from Defendant Sorrelli.

WHEREFORE, Plaintiff Sugerman demands judgment against Defendant Sorrelli as follows:

That Plaintiff Sugerman recover a judgment against Defendant Sorrelli in an amount of damages to be proven in excess of Fifteen Thousand Dollars ($15,000.00), plus costs, attorney's fees and interest on such judgment until paid, together with such other and further relief as the Court deems proper.

COUNT VIII – DEFAMATION
(as against Defendant Town of Highland Beach)

104. Plaintiff Sugerman re-alleges and incorporates herein by reference Paragraphs 1 through 47, above.

105. This is an action against Defendant Town for defamation seeking equitable relief and damages in excess of $15,000.00.

106. Although Plaintiff is not convinced that such is necessary, in an abundance of caution, the undersigned (on behalf of Plaintiff) has, pursuant to Fla. Stat. § 768.28, provided the Town of Highland Beach and the Department of Financial Services with formal notice of our intent to file this claim on behalf of Dr. Dale M. Sugerman against the Town of Highland Beach.

107. Therefore, this claim may be amended to provide additional factual allegations once the Town and the Department of Financial Services have had the required timeframe within which to respond.

108. Plaintiff has retained the undersigned counsel to represent him in this Complaint, and has agreed to pay the firm reasonable attorney's fees. Plaintiff is entitled to recover such attorney's fees from Defendant Town.

WHEREFORE, Plaintiff Sugerman demands judgment against Defendant Town as follows:

That Plaintiff Sugerman recover a judgment against Defendant the Town of Highland Beach in an amount of damages to be proven in excess of Fifteen Thousand Dollars ($15,000.00), plus costs, attorney's fees and interest on such judgment until paid, together with such other and further relief as the Court deems proper.

JURY DEMAND

Plaintiff Sugerman demands a trial by jury of all counts, claims, and issues asserted in this Complaint.

Respectfully submitted this _____ day of September 2011.

COLODNY, FASS, TALENFELD,
KARLINSKY & ABATE, P.A.
Attorneys for Plaintiff
One Financial Plaza, 23rd Floor
100 Southeast 3rd Avenue
Fort Lauderdale, Florida 33394
Telephone: (954)492-4010
Facsimile: (954)492-1144

By:_____
MARIA ELENA ABATE
Fla Bar No. 0770418
ELANA H. GLOETZNER
Fla Bar No. 0075895

EXHIBIT "A"

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of AUGUST, 2008, by and between the Town of Highland Beach, Florida, a municipal corporation, hereinafter called "Town", and Dale S. Sugerman, hereinafter called "Employee", pursuant to these terms and conditions:

WITNESSETH:

WHEREAS, the Town originally entered into an Employment Agreement with the Employee dated February 18, 2005, which was subsequently modified by Resolution No. 839 dated July 5, 2005; and

WHEREAS, the Town desires to reinforce and restate its desires to continue to employ the services of Dale S. Sugerman as Town Manager of the Town of Highland Beach, Florida, pursuant to Section 3.01 of the Town Charter of Highland Beach, Florida; and

WHEREAS, it is the desire of the Town Commission, hereinafter called "Commission", to reassert certain benefits and requirements regarding the employment of said Employee by the Town; and

WHEREAS, Employee wishes to accept continued employment as Town Manager under the terms and conditions recited herein.

NOW, THEREFORE, Town and Employee agree to the following:

Section 1. **TERMS OF EMPLOYMENT**

A. It is recognized that Employee's original term of employment shall have commenced on March 7, 2005 and shall continue without interruption through the implementation of this Agreement. This Agreement shall be for a term of three years, from July 1, 2008 until June 30, 2011 subject to the termination provisions set forth in Section 1, Paragraph B of this Agreement and the notice provision set forth in Section 4, Paragraph B of this Agreement. After June 30, 2011, this Agreement shall automatically be renewed on a year-to-year basis for up to three (3) additional one (1) year terms, subject to the termination provisions set forth in Section 1, Paragraph B and the notice provision set forth in Section 4, Paragraph B of this Agreement.

B. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Town Commission at any time upon an affirmative vote of not less than three (3) members of the Town Commission to terminate this Agreement and the services of Employee at any time in accord with Section 3.01 of the Town Charter. In such event, the provision set forth in Section 4, Paragraph A of this Agreement shall apply.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with the Town, subject to the notice provisions set forth in Section 4, Paragraph B of this Agreement.

D. The Employee agrees to remain in the exclusive employ of the Town and not become employed by any other municipal or local government employer while employed by the Town. However, the Employee may engage in teaching, consultation or other business opportunities that do not interfere with his employment with the Town during his off-duty hours. The Employee will provide written notice to the Town Commission whenever he does engage in teaching, consultation or other business opportunities.

E. The Town's business and management affairs obligate the Employee to routinely work or represent the Town beyond regular or customary Town Hall business office hours or work days. The Employee shall receive no overtime pay or additional compensation for any such time or work. In consideration of this obligation and provided Employee's duties are performed in a timely manner as determined in the sole discretion of the Town, the Employee's work day schedule may, from time to time, be flexible or other than usual Town Hall business office hours or work days.

Section 2. **DUTIES**

Town agrees to continue the employment of Dale S. Sugerman as Town Manager of the Town of Highland Beach, Florida, to perform the functions and duties specified in Section 3.01 and Section 4.01 of the Town Charter and Section 2-48 of the Town Code, as amended or modified from time to time and as otherwise specified in the Town Charter and Town Code of Ordinances, and to perform other legally permissible and proper duties and functions as the Commission shall from time to time assign.

Section 3. **SALARY**

Town agrees to pay Employee, for his services rendered, the annual base salary established by a vote of the Commission on March 4, 2008, in installments at the same time as other employees of the Town are paid. Effective with the adoption of this Employment Agreement, the job title of Town Manager shall be removed from the Town's pay plan, and only the terms and conditions of this Agreement shall govern the salary of the Employee. Town shall provide to Employee any and all cost-of-living adjustments provided to all other employees of the Town at such time that the general employees receive a cost-of-living adjustment. In addition, no later than the anniversary date of employment (March 7th of each year), and based

upon an annual salary/performance review of said Employee, Town may award Employee a merit increase not to exceed five percent (5%) of base salary. Said review shall be completed prior to the Employee's anniversary date and shall focus on (but shall not be limited to) the following areas:

A. Fiscal management

B. Management and organization of Town employees

C. Management of Town assets

D. Program development and follow-through

E. Community relations

F. Communication ability with the Town Commission and others

G. Intergovernmental relations

H. Management style.

Section 4. **TERMINATION CONDITION**

A. In the event Employee is notified by the Town that he is to be terminated by the Town Commission, the Town agrees to pay Employee a lump sum cash payment equal to twelve (12) months aggregate salary plus accrued vacation and sick leave pursuant to the Town Personnel Rules and Regulations to be payable on the effective date of termination. Provided further that the Employer will continue to pay health and medical benefit premiums and provide health insurance coverage for Employee for twelve (12) months from the effective date of termination.

B. In the event Employee intends to resign his position then Employee shall give Town a minimum of ninety (90) days notice in advance, unless the parties otherwise agree in writing. In the event Employee resigns he will not receive the twelve (12) months aggregate

salary set forth in Section 4.A. Employer will continue health and medical benefits for Employee pursuant to COBRA at Employee's expense.

C. In the event Employee is terminated because of his conviction or plea of guilty of any felonious act, then, in that event, the Town shall have no obligation to pay the aggregate severance sum.

D. In the event of Employee's death this Agreement shall be terminated as of the date of death. In the event of Employee's death, the Town shall pay Employee's designated beneficiary all accrued benefits due Employee under this Agreement within thirty (30) working days of the Employee's death.

Section 5. **AUTOMOBILE**

During the term of this Agreement, the Town will budget funds for and will make monthly payments toward the Employee's lease of a mid-size SUV type vehicle (or equivalent) up to an amount equal to $500.00 per month. If the Employee leases a hybrid vehicle, the Town will make up to an additional monthly payment of $100.00 toward that lease. The leased vehicle shall be selected by the Employee and may be used both for business and personal use up to a total of 12,000 miles per year; however, the vehicle may not be taken out of the State of Florida. For all miles in excess of 12,000 per year, Employee shall reimburse the Town for each mile in excess at the equivalent IRS mileage reimbursement amount current at the time. The Town shall also provide standard vehicle insurance coverage, fuel and maintenance for the vehicle. It is anticipated that the leasing of the vehicle will begin sometime after January 2009. Once the lease program for this vehicle commences, the Town's monthly payment of a $500.00 automobile allowance to the Employee will cease.

Section 6. **VACATION AND SICK LEAVE**

Employee shall receive and accrue vacation to the same extent as exempt employees and shall receive and accrue sick leave to the same extent as every Town employee based on the criteria set out in the Town Personnel Rules and; be compensated for same upon separation to the same extent as general employees of the Town based on the criteria set out in the Town Personnel Rules and Regulations.

Section 7. **HOLIDAYS**

Employee shall be entitled to the same paid holidays as are provided to the other general employees of the Town.

Section 8. **DISABILITY, HEALTH AND LIFE INSURANCE**

Employee shall receive the same disability and health/hospitalization benefits as are granted to other employees of the Town. The health/hospitalization benefit includes the Employer paying the monthly insurance premium for the Employee and one dependant. Employer shall continue to provide Employee with a term life insurance policy of One Hundred Fifty Thousand ($150,000) Dollars while Employee is employed under this Agreement; the beneficiary of that policy to be determined by the Employee.

Section 9. **RETIREMENT**

The Town agrees to continue to keep in place for the Employee the current retirement programs offered by the International City Management Association Retirement Corporation (ICMA-RC) including the Highland Beach 401 Retirement Plan, the Highland Beach 457 Retirement Plan, and the Highland Beach 401 Voluntary Retirement Plan and to continue to fund same on Employee's behalf.

The Employer shall continue to contribute to the ICMA-RC retirement plan (Highland Beach 457 Retirement Plan) an amount equal to fifteen percent (15%) of the Employee's annual salary, payable in installments to the plan at the same time as other employee contributions might be paid into the plan, subject to IRS imposed maximum limitations.

Section 10. **PROFESSIONAL/EDUCATIONAL PARTICIPATION**

A. The Town agrees to budget and to pay for the professional dues and subscriptions of the Employee necessary for his continuation and full participation in national, international, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the Town.

B. The Town agrees to budget for and pay the reasonable and necessary travel and subsistence expenses of the Employee for professional and official travel, meetings and occasions adequate to continue the professional development of the Employee, and to adequately pursue necessary official and other functions for the Town, including, but not limited to the Annual Conference of the ICMA, the International Committee meetings of the ICMA, the Florida City/County Manager's Association and such other regional, state and local governmental groups and committees thereof which the Employee serves as a member. For all travel which occurs outside the United States, the Town will allow the Employee to use administrative time off for that travel, but the Town will not cover the expense of lodging and transportation to and from any of those international meetings. The Employee will be granted Administrative Leave time off to participate in any of the activities described within this paragraph.

C. The Town also agrees to budget and to pay for the reasonable and necessary travel and subsistence expenses of the Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the Town.

Section 11. **BUSINESS EXPENSES**

A. Town agrees to reimburse Employee for all ordinary and necessary business-related expenses incurred by Employee in the performance of his duties hereunder upon presentation to the Finance Director of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

B. Town agrees to provide Employee with the appropriate technology to perform his duties, which shall include a desktop computer, a laptop computer, and a Nextel Blackberry cell phone (or equivalent) required for the Employee to perform the job and to maintain communication with elected officials, Town staff and the general public outside of normal business hours.

Section 12. **INDEMNIFICATION**

The Town shall provide a legal defense, and indemnification against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring within the scope of Employee's employment and performance of Employee's duties and functions, under the same terms and conditions as provided to other employees of the Town in accordance with the requirements and provisions of the Town Charter and Code of Ordinances of the Town of Highland Beach. The Town shall have the right to compromise and settle any such claims or suit and pay the amount of any such settlement or judgment rendered thereon, in its sole discretion.

Section 13. **BONDING**

The Town shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 14. **OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

A. The Town and Employee may mutually agree to modify, amend or fix such other terms and conditions of employment as may be determined, from time to time, to be necessary or appropriate, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Town Charter or any other law.

B. In addition to the benefits cited within this Agreement, Town agrees to provide Employee with any and all benefits that apply to other employees of the Town.

Section 15. **GENERAL PROVISIONS**

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

B. This Agreement shall be interpreted pursuant to the Laws of the State of Florida. Venue for any dispute shall be Palm Beach County, Florida.

C. If any provision, or any portion thereof, contained in this Employment Agreement is held 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.

[The balance of this page has been left blank]

IN WITNESS WHEREOF, the Town of Highland Beach, Florida, has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested to by its Town Clerk, and approved as to form by the Town Attorney, and the Employee has signed and executed this Agreement in duplicate on the day and year first above written.

Witness

Witness

Witness

Witness

By: Dale S. Sugerman
Dale S. Sugerman, Ph.D., Town Manager

Town of Highland Beach

By: Jim Newill, CPA, Mayor

Attest: Town Clerk

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

By: Town Attorney

Paul D. White

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The Palm Beach Post

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Proposed budget cuts in Riviera eliminate assistant city manager positions

By WILLIE HOWARD

Palm Beach Post Staff Writer

Posted: 4:41 p.m. Tuesday, May 24, 2011

RIVIERA BEACH — The city's two assistant city managers, Paul White and Gloria Shuttlesworth, would lose their jobs under staffing cuts proposed by City Manager Ruth Jones .

Eliminating the two assistant city manager jobs and a vacant chief of staff position would save the city $474,300 during the coming budget year, according to a memo from Jones to the mayor and city council discussed during a budget workshop Monday .

Jones has proposed adding a deputy city manager, a business development manager and two part-time positions in her office for a net savings of $145,584.

The business development manager and part-time assistant are needed, Jones said, to recruit and retain businesses that would create jobs and boost the city's tax base.

"The manager's primary challenge will be to raise the city's visibility, to let the world know what a great place Riviera Beach is to relocate a business," Jones said in the memo. "That will require developing, promoting and executing a comprehensive strategy."

Proposed changes in the city manager's office are part of a package of staffing cuts being proposed to reduce the city's personnel costs by $1.8 million during the year that begins Oct. 1.

The staff reductions presented Monday represent a worst-case scenario that assumes the city's property values will drop another 12 percent, meaning the city will need to cut spending by $5 million.

Jones said it was best to plan for the worst and to give employees as much notice as possible that their jobs might be in jeopardy.

In the legislative office, where aides handle the affairs of the mayor and council members and answer calls from the public, the proposal calls for eliminating two of the three full-time aides and replacing them with six part-time aides — one for each elected official.

Under that proposal, the mayor and city council would hire and supervise aides who would work 25 hours a week at $13 an hour. The estimated savings: $32,355.

Jones recommended keeping one full-time legislative aide so someone would be on hand at all times to respond to residents.

"It's not good for residents to walk into an office and no one is there," Jones said.

Other proposed city staff reductions include eliminating two of the four information technology technician positions and adding one part-time computer technician to save $121,881; converting three jobs in the finance department to part-time positions to save $133,605; and eliminating a vacant assistant city attorney's job to save $124,117.

Councilwoman Dawn Pardo said the staffing cuts should be considered regardless of what happens with the taxable value of city property. She noted that the city's tax rate is $9 per $1,000 taxable value, or $1 below the state-mandated property tax rate cap.

"We need to think of the taxpayers," Pardo said. "They need to benefit from this."

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