

# TOWN OF MALABAR

TOWN COUNCIL WORKSHOP  
TUESDAY, MAY 26, 2015  
7:00 P.M.  
MALABAR TOWN HALL  
2725 MALABAR ROAD  
MALABAR, FLORIDA

---

## AGENDA

A. CALL TO ORDER, PRAYER AND PLEDGE

B. ROLL CALL

C. WORKSHOP ACTION:

Review Outlines Provided at May 18, 2015 meeting re:

1. Requirements for Town Administrator
2. Duties and Responsibilities
3. Recruitment wording and Timeframe
4. Create Timeline for review process
5. Choosing Advisory Committee
6. Formulate Questions for Interview
7. Review & Discuss Resumes/applications
8. Contract
9. Narrowing of the Applicants

D. ADJOURNMENT

PLEASE NOTE THAT ALTHOUGH THE PUBLIC IS ALWAYS INVITED TO ATTEND ANY PUBLIC MEETING HELD, DURING A WORKSHOP THE PUBLIC IS NOT ALLOWED TO SPEAK. WORKSHOPS ARE INTENDED AS "SHIRTSLEEVE" MEETINGS WHERE COUNCIL DISCUSSES TOPICS INFORMALLY IN ORDER TO ACHIEVE A BETTER UNDERSTANDING.

WORKSHOPS ARE NOT FORMAL LEGISLATIVE MEETINGS; THEREFORE, NO OFFICIAL ACTION CAN BE TAKEN. IN ORDER TO ALLOW SOME UNDERSTANDING OF THE STATUS OF DISCUSSION ITEMS, UNOFFICIAL "STRAW VOTES" MAY BE TAKEN TO DETERMINE THE SENSE OF COUNCIL

If any individual decides to appeal any decision made by this Council with respect to any matter considered at this meeting, a verbatim transcript may be required and the individual may need to insure that a verbatim transcript of the proceeding is made (FS 286.0105). The Town does not provide this service.

In compliance with the Americans with Disabilities Act (ADA), anyone who needs a special accommodation for this meeting should contact the Town Clerk at 727-7764 at least 48 hours in advance of this meeting.

PLEASE KEEP THIS BOOK AS THERE MAY BE MORE  
THAN ONE MEEETING

**TOWN OF MALABAR  
AGENDA ITEM REPORT**

**AGENDA ITEM NO: 1**  
**Meeting Date: May 26, 2015**

**Prepared By: Debby Franklin, C.M.C., Town Clerk/Treasurer**

---

**SUBJECT: Requirements for Town Administrator**

---

**BACKGROUND/HISTORY:**

This is on agenda for discussion and consensus on what Council is looking for in the next Administrator. I pulled the job description from the internet and also from the Elected Officials Manual.

**FINANCIAL IMPACT:**

N/A

**ATTACHMENTS:**

Job Description - generic

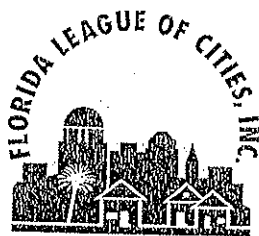
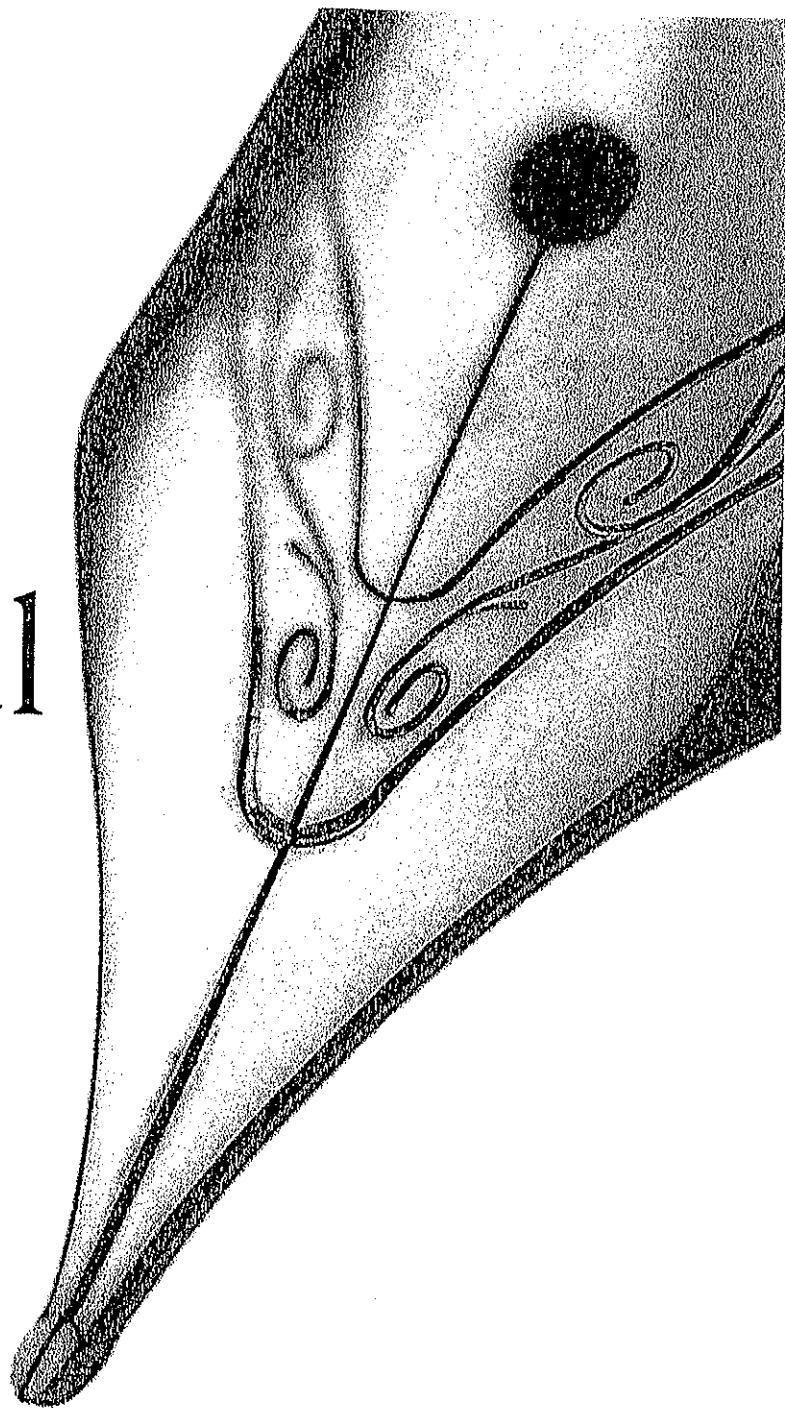
Table of 13 municipalities showing 2008 info on pay, benefits, and leave

Job Description showing the duties of Administrator and Clerk

**ACTION OPTIONS:**

Discussion by Council.

The  
Florida  
Municipal  
Officials'  
Manual  
2013 Edition



the John Scott Dailey  
FLORIDA  
INSTITUTE OF  
GOVERNMENT

---

A publication of the Florida League of Cities with the assistance of the John Scott Dailey Florida Institute of Government.

## Section 2-6

# Key Officials and Their Roles

Key city offices include those of mayor, council member, manager/administrator, clerk and attorney. Commissions, boards and advisory committees also often play key roles.

### **C. MANAGER/ADMINISTRATOR**

The council-manager form of municipal government provides for a separation of legislative and executive powers. Legislative authority is vested in the council, while a manager, appointed by the council, serves as chief administrator. Depending on local preference, the administrator position may be titled "manager" or "administrator." If the position is not provided in the charter, it has been found in a few cities as an ordinance. For questions on these distinctions and job descriptions, please contact the Florida City and County Management Association (see reference page).

### **D. CLERK (AND TREASURER)**

The city charter should delineate the central duties and responsibilities of the municipal clerk, which generally include mandatory attendance at council meetings, taking and transcribing the minutes of the council meetings, and being responsible for all or most official records. Additional duties may be assigned by ordinance or by the clerk's supervisor (mayor or manager). These additional duties could include those of treasurer, purchasing officer, clerk to the city board of elections and the issuance of licenses and permits, as well as other administrative functions.

In a handful of Florida communities, the office of clerk is an elective office; in most, the clerk is appointed by the council or by the manager/administrator. In some communities, one person is designated as both city manager and city clerk.

As with the city clerk, the position of treasurer is generally established by charter. The treasurer serves as chief fiscal officer of the municipality. Specific duties of the treasurer include the collection, receipt, and custody of payment of both municipal employees and all vendors providing goods and services. In addition, the treasurer could be responsible for all municipal monies; the keeping and monitoring of all financial records; the investment of idle funds; and the assigned specific duties in the preparation of the annual budget. The treasurer also reports periodically (monthly, quarterly and/or annually) to the council on the financial condition of the municipality.

Municipal finance officers have a statewide association; see reference page for details.

In many small Florida communities, the city (or town) clerk functions as a general municipal administrator. In such a municipality, with a part-time mayor and no manager, the clerk is the chief administrative officer. In addition to the previously mentioned duties, therefore, the clerk will administer the personnel ordinance, prepare the municipal budget, interview and recommend candidates for employment, process citizens' complaints, and make recommendations to the council on various matters affecting the municipality. For this reason, the position of city clerk is of great importance in those Florida cities which have neither a strong mayor nor a city manager. City clerks have a statewide association; see the reference page for information.

## 2008 Brevard County City Manager Compensation Survey

City	Pop.	GF Annual Budget	Contract	Annual Salary	# of FT/PT Empl.	Car Allow	Severance Pay Amt.	Performance Bonus	Annual Vac./Sick Days	Med/Den Ins. %	Life/STD/LTD	Pension
Cape Canaveral	10,034	\$11,000,000	Yes	\$105,497	38/12	No	4 Mos	No	20/12	100% For Emp.	Yes/No/No	Yes
Cocoa	17,606	\$30,236,060	Yes	\$116,400	413/14	City/\$600	5 Mos	No	25/12	100% for Emp.	Yes/No/Yes	Yes
Cocoa Beach	12,850	\$17,000,000	Yes	\$110,490	201/57	\$200	2 Mos	No	234 inc. sick	100% for Emp.	Yes/No/Yes	Yes
Indian Harbour Bch	8,700	\$6,830,640	No	\$106,600	50/1	Car	N/A	No	25/12	100% for Emp. & 50 for Fam.	Yes/No/No	Yes
Malabar	2,700	\$1,511,405	Yes	\$69,293	1.5	\$600	3 Mos	Yes	20/12	75% for Emp.	Yes/Yes/Yes	Yes
Melbourne	78,386	69.2 M	Yes	\$153,187	891/80	Car	6 Mos	No	22/12	100% H/No D	Yes/No/No	Yes
Mel. Beach	3,400	\$1,964,000	Yes	\$72,390	17/3	\$150	6 Mos	No	15/12	100% H/No D	Yes/No/No	Yes
Palm Bay	106,000	\$50,000,000	Yes	\$166,864	820/150	Car	6 Mos	No	20/15	100% for Emp & Fam.	Yes/Yes/Yes	Yes
Rockledge	25,000	\$15,000,000	Yes	\$113,607	242/15	\$450	6 Mos	No	28/12	100% for Emp./50% Fam.	Yes/No/Yes	Yes
Satellite Beach	11,000	\$8,800,000	Yes	\$118,788	90/6	\$5400/yr	1 Year	No	21/8	100% for Emp.	Yes/No/Yes	Yes
Titusville	41,200	\$35,000,000	Yes	\$120,000	501/34	\$400/mo	6 Mos	No	1.375	100% for Emp./50% Fam. H/No D	Yes/No/Yes	Yes
W. Melbourne	15,777	\$14,603,500	Yes	\$112,200	116/9	\$500/mo	9 Mos	No	1	100% for Emp. & Fam. for H/D	Yes/Yes/Yes	Yes
Indialantic	3,000	\$3,300,000	Yes	\$94,943	36/5	\$156/mo + .45 mile outside County	3 Mos	No	20/12	100% for Emp.	Yes/No/Yes	Yes

## Town Administrator

This ~~sample~~ Municipal Association publication is presented for "Classroom Use Only." Its intended use is to stimulate and aid in discussion and role playing within a classroom setting.

---

**Nature of Work**

This is responsible and varied professional work as the Chief Administrator Officer in assisting the ~~board of selectmen~~ in managing Town affairs in accordance with Municipal Ordinances and the laws of the State of ~~Maine~~ and of the United States.

The Administrator is charged with executing the policies and procedures put forth by the ~~Board of Selectmen~~ <sup>at</sup> and the Town Meeting. The Administrator shall act in such capacity as the Board of Selectmen may direct in municipal, state, federal, and other policy issues affecting the Town.

The Administrator is responsible for the annual consolidation of a proposed budget (in conjunction with the ~~Selectmen~~ and the Budget Committee) and the administration of the budget once adopted. The Administrator is also responsible for developing Administrator procedures and for ensuring adherence to these procedures by all departments and employees.

The Administrator is charged with the responsibility of advising the Board and general public on the current status of all affairs of the Town and is responsible for preparing an annual report of the previous year's activities.

The Administrator is responsible for the maintenance of sound positive public relations between the Town and its citizens; between the Town and other governmental agencies and between the various boards and commissions that make up the Town Government. The Administrator will contact the chairperson of each Board or Commission at least once a quarter and at all times for procedural guidance and advice. The Administrator will attend Board meetings and/or Commission meetings as deemed necessary.

The Administrator performs such other duties as may be directed by the Board of Selectmen.

**Examples of Work (Illustrative Only)**

Carries out the directives of the ~~Board of Selectmen~~; prepares reports and written recommendations as part of these activities.

Attends meetings of the ~~Board of Selectmen~~, preparing and providing supporting documents and information pertinent to agenda items; accomplishes minutes of the meeting.

Serves as the liaison between the ~~Board of Selectmen~~ and personnel. Acts as Personnel Director for the Town; hires (~~with Board of Selectmen approval~~), evaluates and directs the Town's staff.

Monitors the budget and all financial affairs of the Town; works closely with ~~Selectmen, Budget Committee~~, and department heads to develop a comprehensive budget and work program.

Administers the yearly operating budget and capital improvements budgets, submitting regular reports to the Board on the status of the Town's budget.

Responsible for implementing all ~~Board of Selectmen's~~ policy decisions and providing staff in all departments with the clear and efficient operating procedures necessary to carry out Board policy mandates.

Serves as the approval agent for Town purchasing.

Attends meetings and conventions on behalf of the Town.

Serves as liaison between the ~~Board of Selectmen~~ and various public and private agencies and businesses and the citizens of the Town.

Represents the Town to a variety of outside organizations.

**Requirements of Work**

Knowledge of municipal management, municipal government, programs, community problems, and decision-making processes.

Knowledge of municipal financial management and accounting procedures, budgeting and investments.

Knowledge of the statutory Treasurer's responsibilities as practiced in the State of Maine.

Knowledge of application process for state and federal grant programs.

Knowledge of state and federal programs and decision-making processes.

Knowledge of the principles of personnel administration.

Working knowledge of purchasing principles and practices, including the bid process.

Working knowledge of computers, including word processing and data entry.

Ability to communicate effectively orally and in writing, including research capability and reporting ability.

Ability to maintain positive relations with town personnel and to direct, supervise and motivate staff.

Ability to organize and use time effectively and to be creative and analytical.

Ability to listen and to accept criticism; must possess conflict resolution skills and public relations skills.

**Desirable Experience and Training**

Considerable experience in a responsible position of a managerial nature, preferably in local government. A background in financial management and accounting, budget preparation and accounting, personnel management, administrator/organizational development, human relations skills. A degree in public administration or related field or any equivalent combination of experience and training.



**TOWN OF MALABAR  
AGENDA ITEM REPORT**

**AGENDA ITEM NO: 2**  
**Meeting Date: May 26, 2015**

**Prepared By: Debby Franklin, C.M.C., Town Clerk/Treasurer**

---

**SUBJECT: Next Administrator's Duties and Responsibilities**

---

**BACKGROUND/HISTORY:**

This is on agenda for discussion and consensus on what Council is looking for in the next Administrator.

**FINANCIAL IMPACT:**

N/A

**ATTACHMENTS:**

~~Administrator Contract~~ *see #8*  
Code Language re: Administrator

**ACTION OPTIONS:**

Discussion by Council.

Sec. 2-226. Recreational and park fund established; expenditures.

There is hereby established a fund to be known as the recreational and park fund. All monetary gifts or donations to the town for recreation or park purposes shall be paid in to said fund. Expenditures from the recreational and park fund shall be in the manner and form provided by laws of Florida or the town for expenditures of municipal funds. No monetary gift or donation to the town for public purposes shall be expended for any purpose other than recreation and parks.

(Ord. No. 92-14, § 6, 12-7-92)

Sec. 2-227. Liability of town.

Nothing in this division shall be construed as authorization and empowering the parks and recreation board to impose any liability of any nature, financial or otherwise, upon the town, and the powers of the board are limited to advisory only.

(Ord. No. 92-14, § 7, 12-7-92)

Secs. 2-228--2-299. Reserved.

ARTICLE IX. TOWN ADMINISTRATOR

Sec. 2-300. Office of town administrator.

- (a) The town council, by majority vote, shall appoint a town administrator for an indefinite term and shall establish his or her compensation of employment by a written contract. The town administrator must be a resident of Brevard County.
- (b) The town administrator shall serve at the will and pleasure of the council and maybe removed by the affirmative vote of a majority of council.
- (c) The town administrator, subject to prior approval by the town council, shall designate by letter filed with the town clerk, an acting town administrator to perform his or her duties during any temporary absence or disability. If the town administrator fails to make such a designation, the town council may appoint an acting town administrator. The acting town administrator shall be selected from among town employees.
- (d) The town administrator shall be responsible to the council for all the administration of town affairs placed in his or her charge by this article for the Town Charter. The town administrator shall have the following powers and duties:
  - (1) To hire, and when he or she deems it necessary for the good of the town, suspend or remove any town employees or officers, except those appointed by the council. He or she may authorize the head of any department under his or her direction or supervision to exercise such powers within the department, office or agency.
  - (2) Fix the compensation of town officers and employees within the pay schedules established by the town council.

- (3) Direct and supervise the administration of all town departments, offices, and agencies, except as otherwise provided by this Charter, Ordinances or by law.
  - (4) Attend meetings of town council and participate in discussions, but with no right to vote.
  - (5) See that all laws, provisions of this Charter, ordinances and acts of the town council subject to enforcement by him or her or by officers subject to his or her direction and supervision, are faithfully executed.
  - (6) Prepare and submit the annual budget, budget message, and capital program to the council, together with such other reports concerning town operations as the town council may require; and administer the adopted budget, review of work programs and allotments, make requests for appropriation transfer. He or she shall also perform all functions as purchasing agent or appoint such agent.
  - (7) Submit complete reports on the finances and administrative activities of the town.
  - (8) Keep the council fully advised of the financial condition and future needs of the town and make such recommendations to the council concerning the affairs of the town as he deems desirable.
  - (9) Execute contracts on behalf of the town unless the council or Charter provide otherwise.
  - (10) Perform such other duties as are specified in the Charter or as may be required by the council or as may be required by the town's employee manual.
- (e) The town council shall have the power to review any action of the town administrator, and may direct the town administrator in any of his or her actions.
- (f) The town council may enter into a written contract with the town administrator so long as said contract is not in conflict with this article.
- (Ord. No. 03-15, § 1, 12-1-03)

ARTICLE II. TOWN COUNCIL\*

Secs. 2-26—2-50. Reserved.

ARTICLE III. OFFICERS AND EMPLOYEES†

Secs. 2-51—2-75. Reserved.

ARTICLE IV. ORDINANCE ADOPTION PROCEDURE‡

Secs. 2-76—2-100. Reserved.

ARTICLE V. PURCHASING\*\*

Sec. 2-101. Competitive bids.

No contract for any purpose, when the stipulated consideration thereunder to be paid by the town shall exceed ten thousand dollars (\$10,000.00), shall be let by the town council or under its authority without first soliciting bids from at least three (3) reputable bidders, or advertising a request for bids online calling for bids upon the work to be done, or upon the goods, supplies or materials to be furnished and in each case such contract shall be awarded, if at all, to the lowest and best bidder; provided, that nothing in this section shall be held to apply to contracts for personal services. In cases of articles or goods manufactured exclusively by one maker, the council may declare by resolution, if such is the case, that no other or similar articles or goods will properly serve the purpose intended, whereupon such articles or goods may be purchased from the sole maker thereof direct or from the sole agent of such sole maker authorized to sell in the territory in which the town lies.

\*Charter reference—Town council, art. II.

§ 2-101

MALABAR CODE

The town administrator is authorized to piggy back contracts for any purpose where the stipulated consideration thereunder to be paid by the town exceeds two thousand dollars (\$2,000.00) awarded by any other governmental entity so long as the bidding process utilized by the other governmental entity in awarding such contract is consistent with the competitive bid procedures outlined in this section.

(Ord. No. 18-68, § 1, 5-27-68; Ord. No. 88-25, § 1, 6-7-88; Ord. No. 04-03, § 2, 4-5-04; Ord. No. 03-06, § 1, 9-8-03; Ord. No. 09-23, § 1, 5-4-09)

Secs. 2-102—2-125. Reserved.

ARTICLE VI. EMPLOYEE BENEFITS

DIVISION 1. GENERALLY

**TOWN OF MALABAR  
AGENDA ITEM REPORT**

**AGENDA ITEM NO: 3**  
**Meeting Date: May 26, 2015**

**Prepared By: Debby Franklin, C.M.C., Town Clerk/Treasurer**

---

**SUBJECT: Recruitment wording and Timeframe**

---

**BACKGROUND/HISTORY:**

This is on agenda for discussion and consensus on what Council is looking for in the next Administrator.

**FINANCIAL IMPACT:**

N/A

**ATTACHMENTS:**

Sample of how ad is run on FLC website

Example of ad used last time that ran in the Orlando Sentinel calendar

**ACTION OPTIONS:**

Discussion by Council.

**FLC AD FOR TOWN ADMINISTRATOR**

Town Administrator – Town of Malabar

(Population 2,766)

Salary: Open

Closing Date: July 15, 2015

Click on link to Town of Malabar's website for full job requirements.

Town Administrator – Town of Malabar. (pop. 3,000)  
Malabar, is located 50 miles from Orlando in the Space Coast area and has an annual budget of \$2 million and 18 full-time employees. Collaborative management style with people skills required. Provides daily supervision and direction to all town departments. Bachelor's degree in public administration or closely related field. Minimum of five years experience in municipal government or equivalent combination of training. Salary DOQ. Excellent benefits. Submit resumé with salary history, five references and cover letter to: Town Clerk, 2725 Malabar Road, Malabar, FL 32950; fax: (321) 722-2234. Open until July 15, 2015. The Town of Malabar is an EOE.

**TOWN OF MALABAR  
AGENDA ITEM REPORT**

**AGENDA ITEM NO: 4**  
**Meeting Date: May 26, 2015**

**Prepared By: Debby Franklin, C.M.C., Town Clerk/Treasurer**

---

**SUBJECT: Create Timeline for Review Process**

---

**BACKGROUND/HISTORY:**

This is on agenda for discussion and consensus on what Council is looking for in the next Administrator.

**Administrator Hall left in mid July and Administrator Booth was hired in November of same year.**

**Administrator Booth left in February and Administrator Wilbanks was hired in April of same year.**

**FINANCIAL IMPACT:**

N/A

**ATTACHMENTS:**

Sample outline

**ACTION OPTIONS:**

Discussion by Council.



## OUTLINE

DATE:

- \_\_\_\_\_ DECIDE ON TA REQUIREMENTS
- \_\_\_\_\_ SELECT WORDING FOR AD
- \_\_\_\_\_ RUN AD UNTIL \_\_\_\_\_. This will be the closing date
- \_\_\_\_\_ CONTRACT WORDING: term, salary, benefits, caps – be specific
- \_\_\_\_\_ CONDUCT TELEPHONE INTERVIEWS BY (Mayor Crews?) and one member of Council
- \_\_\_\_\_ HOLD COUNCIL WORKSHOP to review results of telephone interviews and narrow list  
consider travel funds for candidates
- \_\_\_\_\_ FORM ADVISORY COMMITTEE & provide copies of all remaining applications
- \_\_\_\_\_ HOLD WORKSHOP to score and further narrow remaining applications
- \_\_\_\_\_ SET UP INTERVIEWS - Plan on a Saturday and keep in mind last time they provided  
\$150.00 travel for in state and \$450.00 travel for out of state
- \_\_\_\_\_ HOLD INTERVIEWS
- \_\_\_\_\_ CALCULATE SCORES AFTER FINAL INTERVIEW
- \_\_\_\_\_ CONDUCT BACKGROUND CHECK on top two candidates?
- \_\_\_\_\_ AT NEXT COUNCIL MEETING discuss the findings and choose a candidate and recess  
meeting to contact candidate and offer position

**TOWN OF MALABAR  
AGENDA ITEM REPORT**

**AGENDA ITEM NO: 5**  
**Meeting Date: May 26, 2015**

**Prepared By: Debby Franklin, C.M.C., Town Clerk/Treasurer**

---

**SUBJECT: Choosing Advisory Committee**

---

**BACKGROUND/HISTORY:**

This is on agenda for discussion and consensus on what Council is looking for in the next Administrator.

**The last time each Council Member and the Mayor choose two (2) residents from their District to sit on committee.**

**FINANCIAL IMPACT:**

N/A

**ATTACHMENTS:**

List of residents from 2007

**ACTION OPTIONS:**

Discussion by Council.

**TOWN ADMINISTRATOR SELECTION COMMITTEE WORKSHOP MINUTES**  
**MARCH 5, 2007                      6:00 PM**

This meeting of the Town Administrator Selection Committee Workshop was held at Town Hall at 2725 Malabar Road. The meeting was called to order at 6:00 pm by Mayor Eschenberg. The prayer and pledge were led by Mayor Tom Eschenberg.

<b><u>ROLL CALL:</u></b> MAYOR/CHAIR	TOM ESCHENBERG
COUNCIL MEMBERS:	NANCY BORTON
	BRIAN VAIL
	CHUCK MCCLELLAND
	BOBBI MOCCIA
	PAT DEZMAN (arrived at 6:06 pm)
COMMITTEE MEMBERS:	LIZ RITTER
	STUART BORTON (arrived 6:01 pm)
	BOB SEIGMANN (excused)
	BOB WILBUR
	STEVE RIVET
	BUD RYAN
	LORRIE BARNES
	GREG PURDEN
	BOB ROSSMAN (arrived at 6:08 pm)
	JAMES KING
INTERIM ADMIN./ENGINEER:	BILL STEPHENSON
TOWN CLERK/TREASURER:	SUSAN KABANA
DEPUTY TOWN CLERK:	CINDI KELLEY

**DISCUSSION OF APPLICANT RESUMES FOR NEW TOWN ADMINISTRATOR:**

Mr. Ryan stated that a lot of the applicants did not have a time-frame for how long they have been in their positions. He made a call to Mr. Hays and was informed that he has held each position for two years.

Mr. King advised the committee that he never received a copy of the job description or criteria for the position. Ms. Barnes stated she called Mrs. Kabana and asked for it to be e-mailed to her.

Mrs. Kabana stated that this meeting is to narrow the choices down to ten applicants and then the committee can start making preliminary phone calls to them. While Mrs. Kabana was tallying the votes, Mr. King asked that a brief description of what we are looking in the new administrator be given. Mayor Eschenberg read the ad that was placed for advertisement.

Mrs. Kabana reported back to the committee with the following outcome of the voting of applicants:

**Brock-11 votes; Carmany-5 votes; Clark-13 votes; Crawford-0 votes; Denman-12 votes; Fillion-0 votes; Gallagher-12 votes; Gardner-7 votes; Gillen-2 votes; Halfhill-3 votes; Hays-8 votes; Heimerman-1 vote; Janus-9 votes; Krischke-5 votes; Lunder-2 votes; Martin-0 votes; Margoles-0 votes; Purcell-0 votes; Rundel-8 votes; Ryan-10 votes; Sparks-5 votes; Ward-2 votes; Warn-1 vote; and Wilbanks-10 votes**

There was discussion between the members of the committee with suggestions as to what is being looked at as far as qualifications for the applicants during the interview process. Several suggestions were made after Mr. King asked that Council give a brief idea of what is wanted. Mrs. Moccia stated that when calls are made to the applicants, a brief description of the position and salary information is given. The applicants will usually state whether they wish to still be considered or not. Mr. Rossman stated that the good candidates have done their homework and know what Malabar is about. He feels that some of the applicants will not come to Malabar.

**TOWN OF MALABAR  
AGENDA ITEM REPORT**

**AGENDA ITEM NO: 6**  
**Meeting Date: May 26, 2015**

**Prepared By: Debby Franklin, C.M.C., Town Clerk/Treasurer**

---

**SUBJECT: Formulate Questions for Interview**

---

**BACKGROUND/HISTORY:**

This is on agenda for discussion and consensus on what Council is looking for in the next Administrator.

**The last time Council did this they held a meet and greet on a Saturday and then held individual interviews.**

**FINANCIAL IMPACT:**

N/A

**ATTACHMENTS:**

Questions used in 2007

Examples of types of Questions from Employment Manual

**ACTION OPTIONS:**

Discussion by Council.



## Chapter One

be accepted in lieu of completed employment applications) and that the application has been signed.

**Interview Questions** – Interview questions are subject to the same cautions that accompany application questions. If it is not permissible to ask a question on an application, it is not permissible to ask it in the interview. It is important for an employer to inform interviewers about the requirements of Title VII, the ADEA, the ADA, and any applicable state law requirements, and specifically detail what questions an interviewer may and may not ask. See, e.g., EEOC Enforcement Guidance on Pre-employment Disability-Related Questions and Medical Examinations, [www.eeoc.gov/policy/docs/preemp.html](http://www.eeoc.gov/policy/docs/preemp.html) and EEOC Enforcement Guidance: Workers' Compensation and the ADA, [www.eeoc.gov/policy/docs/workcomp.html](http://www.eeoc.gov/policy/docs/workcomp.html).

**Sample Interview Questions** – While all employers need to develop interview questions specific to the position being filled, the following are some general questions that may help the interviewer gain insight into the applicant's personality. These questions are excerpted from an article by Scott D. Carmicheal in *Labor Relations Institute*, "Hiring for Long-Term Success."

### 1. Motivation Questions

- What motivates you to put forth your greatest effort?
- What criteria do you use to evaluate the organization for which you hope to work?
- What do you see as your greatest success story or accomplishment in your life so far?
- Tell me why you selected your college or university.
- Tell me about the best job you ever had and what it was that made it such a good job.
- Who are two people you admire and respect that have influenced your life? Why do you respect them?

### 2. Thought Questions

- Give me an example of a specific problem you have faced on the job and how you solved it.
- How do you organize your time in school/work/play?
- Do you see yourself as an idea person?
- What are some ideas you've had that helped improve your job environment?

### 3. Interaction Questions

- What do you see as the best qualities you bring to a job?
- What do you see as your weaknesses?
- Tell me about a situation in which you had to deal with a very upset customer or co-worker. What were the problem and the outcome?
- Give me an example of a task you've accomplished that was extremely difficult. How did you complete the task?
- When have you had to display leadership qualities?
- In what kind of work environment are you most comfortable and why?
- How would someone who knows you well describe you?

**B. ADA Concerns** – Employers are required to provide reasonable accommodations to applicants with disabilities. An employer should not engage in recruitment activities that exclude

**TOWN OF MALABAR  
AGENDA ITEM REPORT**

**AGENDA ITEM NO: 7**  
**Meeting Date: May 26, 2015**

**Prepared By: Debby Franklin, C.M.C., Town Clerk/Treasurer**

---

**SUBJECT: Review & Discuss Resumes/applications**

---

**BACKGROUND/HISTORY:**

This is on agenda for discussion and consensus on what Council is looking for in the next Administrator.

**FINANCIAL IMPACT:**

N/A

**ATTACHMENTS:**

None

**ACTION OPTIONS:**

Discussion by Council.

Name \_\_\_\_\_

### Interview Questions

Where does this job fit into your career path?

---

---

---

Tell me your greatest accomplishment.

---

---

---

We've lined up several candidates who are qualified for this position. Why should we hire you over other well qualified candidates?

---

---

---

How would you handle an employee whose performance is fine but who you know has the potential to do better?

---

---

---

What qualities in your co-workers bother you most? Which qualities do you appreciate most?

---

---

---

When have you failed? Describe what happened and what you learned from it.

---

---

---

What keeps you coming to work besides the paycheck?

---

---

---

In your current position what types of issues/problems do you request assistance from your supervisors with resolving?

---

---

---

Describe your computer proficiency? What programs do you use often? How have they made you more efficient?

---

---

---

Describe your experience administering or assisting with elections.

---

---

---

Describe your understanding of Florida's Sunshine Law.

---

---

---



Describe the boss who would get the very best work from you.

---

---

---

Imagine we've just hired you. What's the most important thing on your to-do list on the first day of work?

---

---

---

Any questions?

---

---

---

**Notes:**

---

---

---

---

---

---

---

---

---

---

**Name:** \_\_\_\_\_

1. Tell us about yourself.
  
2. Provide an example of initiating a successful joint cooperation with a neighboring community or agency.
  
3. What recreation activities, expansion or development projects have you been directly involved in?
  
4. How do you feel about ecotourism and what, if any, involvement have you had in this area.
  
5. Do you know of three type of grants opportunities Malabar could/should apply for that most small town have been successful in receiving from other agencies.

6. Provide examples of either direct or oversight grant writing experience. What was your most successful financial or grant related accomplishment.
  
7. What questions do you have for us? What things have you learned about the Town?

**NANCY:**

8. Florida is a “Government in the Sunshine” state. Are you comfortable with an open office and open style of government.
  
9. Explain your conflict resolution training/skills/experience. What is the single most difficult experience with a citizen you ever resolved?

10. How much interaction with officials at the state/federal (FEMA) level do you have?
  
11. Are you willing to locate your residence within or near Malabar?
  
12. Why are you interested in our Town?

**CHUCK:**

13. Provide direct experience with Public Safety operations including Fire Marshal, Fire fighting/safety, emergency response and law enforcement.
  
14. What are your three greatest strengths (let them answer and then ask:) what are your three greatest weaknesses.

15. What two or three things are most important to you in a job.
  
16. What characteristic would you bring to the job.
  
17. What was your purpose for leaving? What prompted your job change?

**BRIAN:**

18. Provide results of your utility experience as a water, sewer, gas or electric provider including annual revenue, number of customers and unique situations.
  
19. Detail your working experience with Public Works/drainage/roadway issues including storm-water utility functions.

20. Provide the limits of your budgeting, capital improvement planning and financing experience.
  
21. Do you have fleet maintenance experience? How large? Budget amount?
  
22. How would you influence someone to accept your ideas?
  
23. What are you doing to improve yourself?

**MAYOR:**

24. Provide details of your computer and software literacy.

25. Malabar is subject to coastal area growth patterns. Do you have the experience with land use planning & zoning to guide fast moving land development within directed guidelines?
  
26. What is your opinion about working with a strong Mayor/Council form of government?
  
27. When can you be available if offered the Malabar job?
  
28. What would you do with an individual who is very angry and complaining.

**PAT:**

29. How would you rank yourself as a leader a supervisor and an employee.

30. What is your single most innovative accomplishment in City government?
  
31. Describe the work environment that motivates your productivity.
  
32. What would you find challenging here in Malabar.
  
33. What unique characteristic do you believe you possess that would be valuable to the Town of Malabar.



EMPLOYMENT AGREEMENT FOR TOWN ADMINISTRATOR

THIS AGREEMENT made and entered into on the 23<sup>rd</sup> day of April, 2007 by and between the Town of Malabar, Florida, a municipal corporation of the State of Florida, (hereafter the "Town"), and Bonilyn Wilbanks-Free (hereafter the "Employee").

ARTICLE I

Term of Employment

- 1.01 The Town employs Employee, and Employee has accepted employment with Town upon the conditions set forth herein for an indefinite term, beginning on the date of approval of this Agreement by the Town and continuing until terminated under the provisions of Article V hereof.

ARTICLE II

Employee's Duties

- 2.01 The Employee is hereby employed as the Town Administrator the Town of Malabar, Florida. Employee shall perform those duties specified in the Charter of the Town.
- 2.02 In addition to the duties specified in the Town Charter, Employee shall also perform such duties and functions as may be from time to time assigned to the Town Administrator by the Town Council.
- 2.03 Employee agrees to perform her duties to the best of her abilities, and to perform those duties in a manner consistent with the best interests of the Town.
- 2.04 The Employee shall devote substantially all of her productive time, ability, and attention to the business of the Town, both during normal business hours and outside normal business hours as the business of the Town may require. To that end, it is agreed, that as compensation for time spent on Town business during non-business hours, the Employee shall be entitled to take compensatory time off as she shall deem appropriate during normal business hours. Employee shall not be involved in non-employee connected business for remuneration without approval of the Town Council.

including but not limited to the Annual Conferences of the International City/County Managers Association (ICMA), the Florida City/County Managers Association (FCCMA), the state league of municipalities and such other national, regional, state and local government groups and committees thereof which Employee serves as a member.

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

C. The Town shall pay Employee's annual ICMA and FCCMA dues.

D. Town agrees to budget and to pay Employee a monthly car allowance of \$600.00.

4.08 The Town shall defend, save harmless and indemnify Employee against any tort, otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Town Administrator. The Town shall have the right to compromise and settle any such suit, and shall pay the amount of any settlement or judgment rendered upon any such claim or suit. The amount payable by the Town under the provisions of this paragraph shall be limited to the maximum amount payable under the Town errors and omissions and liability insurance coverage.

## ARTICLE V

### Termination and Severance Pay

5.01 In the event employment of Employee is terminated at the pleasure of the Town or for any reason other than those set forth in paragraph 5.02 of this article, the Employee shall receive a lump sum cash payment equal to 3 months aggregate salary computed as of the time of termination. Employee shall also receive full pay for all unused vacation and half pay for accrued sick leave.

5.02 In the event Employee is terminated because of conviction of a felony, conviction of any crime involving dishonesty or for Employee's malfeasance in office or willful breach or habitual neglect of her duties, then the Town shall have no obligation to pay aggregate future salary but shall pay accumulated vacation and sick leave as provided in 5.01 above.

5.03 In the event Employee voluntarily resigns her position with the Town, then Employee shall give the Town thirty (30) days written notice in advance, unless the parties otherwise agree. Employee will be entitled to full pay for all accumulated vacation and half pay for accrued sick leave at her then-current salary. The employee shall not receive any compensation pursuant to Section 5.01 if she voluntarily resigns, except she shall be entitled to compensation for work performed before the effective date of her resignation.

5.04 If after the employee's termination or resignation, she is called upon for consultation, to attend a deposition, trial, hearing, or to otherwise provide services related to or arising out of the performance of any of her duties as Town Administrator, she shall be

### ARTICLE III

#### Compensation

- 3.01 Town agrees to pay Employee for her services rendered an annual base salary of \$65,000.00 payable in installments at the same time as other employees of the Town are paid.
- 3.02 After the 2006/2007 fiscal year and during continued employment, the Employee shall be entitled to a salary increase as an adjustment to base salary when salary increases are authorized for other Town employees. The Employee's salary increase shall be measured at a minimum by a percentage increase comparable to the percentage increase for other municipal employees. Nothing in this section shall preclude the Town from exceeding such percentage or providing bonuses for exemplary performance by the Employee.
- 3.03 The Town shall not at any time during the term of this agreement reduce the salary, compensation or other financial benefits of Employee, except as part of an across-the-board reduction for all employees of the Town. In such event, the Employee's salary reduction shall be proportioned to the reduction for other Town employees.

### ARTICLE IV

#### Employee Benefits

- 4.01 Employee shall be entitled to participate in any Employee benefit plan established by the Town.
- 4.02 The Town agrees to pay all contributions to a Town pension program provided other Town employees.
- 4.03 Employee shall annually accrue sick leave on the same basis and at the same rate as other Town employees. Employee may participate in any refunding program for sick leave pursuant to this agreement.
- 4.04 Employee will earn 20 days vacation annually, accrued at 1-2/3 day per month.
- 4.05 Employee will be provided, at the expense of the Town a term policy on Employee's life in an amount equal to 2 times her salaried amount. The beneficiary of such policy shall be named by the Employee.
- 4.06 The Town agrees to provide a health insurance policy coverage at the same rate as other Town personnel. Such coverage shall be effective and in full force throughout the term of this Agreement.
- 4.07 A. The Town hereby agrees to budget for and to pay the travel and subsistence expenses for travel outside Brevard County of Employee for official travel, meetings and occasions to adequately pursue the necessary official and other functions for the Town,

) compensated at the prorated hourly rate based upon the base salary she received at the time of her termination or resignation.

ARTICLE VI

General Provisions

- 6.01 Employee may be given an annual consolidated written evaluation by the Town Council. The Town Council will provide Employee the opportunity to remedy critical comments, if any, affecting Employee's evaluation. The Town Council will assist the Employee in such remedies.
- 6.02 A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon and inure to the benefit of her heirs at law and executors of Employee.
- C. This agreement shall become effective on the date of its approval by the Town Council.
- 6.03 If any provision, or any portion thereof, contained in this 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.
- 6.04 Any Town issued equipment shall be returned upon termination.

IN WITNESS WHEREOF, the agreement has been entered into the day and year first written above.

Sharon White  
Witness

Amelia D. Kelley  
Witness

ATTEST:

Susan Kabana  
Town Clerk

Brenda Wilbanks-Fine  
Employee

THE TOWN OF MALABAR

By: Thomas M. Eidenberg

**TOWN OF MALABAR  
AGENDA ITEM REPORT**

**AGENDA ITEM NO: 9**  
**Meeting Date: May 26, 2015**

**Prepared By: Debby Franklin, C.M.C., Town Clerk/Treasurer**

---

**SUBJECT: Narrowing Down the Applicants**

---

**BACKGROUND/HISTORY:**

This is on agenda for discussion and consensus on what Council is looking for in the next Administrator.

You may want to decide up front how many you want to interview. Last time Council appointed a representative from Council and also used acting Administrator (and Town Engineer) Bill Stephenson to conduct separate telephone interviews to narrow the list of candidates. They brought their findings back to Council; compared their findings and narrowed the list to the top 12 candidates.

Then Council selected the Advisory Committee Members and copies of the 12 applications were provided to each member and to Council to take home and review. A workshop was scheduled to discuss the applicants; straw votes were taken to narrow the field to the top the six candidates the majority of the Committee and Council liked. With direction from Council, the Clerk's office set up in person interviews for each candidate.

**Clerk's office set up three interviews before lunch and three after lunch on a Saturday. The Town provided both breakfast (continental style) and lunch (sandwich and fruit trays). Prior to the interview day, two candidates declined their invitations. Each interview took 1.5 to 2 hours. The other candidates were asked to sit in the conference room while the interview process took place.**

**FINANCIAL IMPACT:**

N/A

**ATTACHMENTS:** none

**ACTION OPTIONS:**

Discussion by Council.