ANNUAL EVALUATION OF TODD SELIG 2016

1 = Unacceptable

2 = Acceptable 3 = Good

4 = Very Good

5 = Excellent

	1	2	3	4	5	N/A
Ability to maintain or improve strong relationships with:						
Town Council (responsiveness to concerns)						4.9
External entities such as UNH, town businesses, etc.						4.6
Town department heads and staff						4.9
Town committees and boards						4.6
Serves citizens effectively and efficiently			-			4.2
Financial oversight:						
Financial performance of the Town						4.8
Fiscal responsibility						4.8
Budget (process, preparation, dissemination)						4.1
Budget (creation of budget within Council guidelines)			-			4.9
Accomplishment of meaningful modifications in the economic relationship with UNH						4.2
Leadership:						
Provides clear guidance to the Council on all issues						4.9
Provides effective management of town staff and departments						4.6
 Improves the performance of town staff, when needed. When necessary, has removed individuals who have failed to perform consistent with their job description and/or compensation 						4.2
Competency in human resource area with new hires during his administration						4.7
 Provides leadership and support to town committees and boards as necessary. 						4.7

Initiative:		
 Proposes appropriate initiatives/strategic direction to the Council 		4.4
Is timely in follow up reports to Council initiatives		4.9
Accomplishment of Council's goals and objectives		4.8
Ability to be a visionary for future community planning		4
Other:		
Appropriately challenges the status quo		3.9
Willingness to challenge and support his convictions		4.7
 Appropriate allocation of time and energies, including delegating non-essential tasks 		4.1

Provide additional written evaluation below or separately if you wish. Evaluation forms are due to Kitty Marple not later than <u>FRIDAY</u>, <u>JANUARY 20</u>, <u>2017</u>.

Annual Evaluation of Todd Selig----2016

Todd may be the best Town Administrator in the State of New Hampshire. I say this as a person who has had an eye witness view of Todd and his work because of my long tenure on the Council. I and many other residents agree on Todd's capabilities and his exercise of those capabilities. His management skills are advanced, his leadership skills are effective, and his personal skills are outstanding. I feel very fortunate that Todd has stayed at the helm of our Town for well over a decade now and hope that he will spend many more of his career years here. Regarding the day to day work that Todd is continually involved in—I have often been amazed at the number and complexity of the issues he deals with simultaneously. But more important than the amount of challenging work he has, I have been very impressed with the results of his work on issues, projects, etc. For example, it was Todd who suggested a "road" into the Golden Goose project (on Madbury Road). The "road" separates the commercial area from the residential, offers an area for users of the businesses to park, creates a walk- through area from Madbury Rd. to Pettee Brook Lane (close to Main St.) via a lovely bridge over Pettee Brook. This solution that Todd suggested was in answer to the huge monolithic building that had been proposed for the site. His ability to reconstruct the plans for this project has resulted in a much more pleasing cityscape, more efficient use of space, pedestrian walkability, etc.

Regarding leadership, it was Todd who clearly saw from the beginning the benefits of our new Town Hall building and he took the leadership role in LEED certification for the building.

These are two examples -- many more could be given.

I think that one inherent difficulty with Todd's job is that he has to mentally negotiate between being a visionary and attending to details. By this I mean that Todd has the capability of visionary planning but every day he works in the area of details—moving a project, an issue, a change forward, responding to someone, dealing with personnel matters, etc. Having more time for envisioning is important and, though I don't have a suggestion for how Todd can build this into his schedule, I know it needs to be done.

One area that I strongly believe that Todd needs to be more involved in is with the Planning Department and Planning Board. I think that planning for our Town would greatly benefit from Todd being more active. And I can't think of a more important area of Town government where his vision and input are needed.

Council Narratives evaluating Todd Selig's performance - 2016

1. Administrator Selig continues to perform extremely well on the incredibly diverse issues he is expected to engage. His work ethic is of first order and he prioritizes the challenges he's asked to resolve well. If anything, he's too accommodating of councilor demands. But I understand that each councilor expects immediate attention. On the other hand, it's not clear to me that councilors understand their roll is not to manage the town at the detail level. Those that engage in such behavior force the administrator to expend more energy than he might otherwise on one matter to the detriment of others. The process of developing the new solar site is a good example of a process that was unduly elongated, placing the entire project at some risk.

As we evaluate the administrator's performance, we must also take stock of our own as our work is inextricably intertwined.

- 2. I put N/A for "improves town staff..." because I have no information, nor should I, on personnel issues and how Todd manages them. What I see is a well performing staff and certainly the newest hires speak very highly of Todd's competency in the HR realm. This should not be considered a negative in any sense, I just don't have any information in this area.
- 3. Overall, Todd is an extremely effective Town Administrator who meets the demands of an informed and highly opinionated citizenry as he juggles their demands with the reality of Durham's limited tax base and the extra challenges UNH brings to the mix. I commend Todd for his response to all citizen concerns, but sometimes wonder if he spends too much time doing so to complaints he will never be able to solve. The budget as always was difficult to craft and Gail and Todd came up with one that met our goals. However, the initial presentation to the Town Council was lengthy and perhaps highlights were not emphasized enough and lost in the presentation. Realizing that Todd "works" for the Town Council, I still would like to see him "go out on a limb" and help us to shape very specific long term goals that anticipate future challenges. Overall, it is a pleasure to work with Todd and he does an outstanding job.
- 4. Administrator Selig has always received high marks from me due to his consistent, unwavering duty to the town. He approaches his work with professionalism, cheerfulness, and inclusivity, even when he may personally disagree with others. I strongly supported his "sabbatical" this summer because no one is able to perform well without adequate rest. In this vein, overwork is probably Todd's achilles heel. I know that he is able to delegate work well, his staff and their staff are professional, understated and knowledgeable. This is a sign of a good manager. I share some concern with other council members on him taking on too much "individualized attention" for townspeople. He is who he is. Better this behavior than the other extreme I guess.

The strengths of Todd's management are consistent with the recognition he receives as one of the state's best town and city administrators. Town departments provide excellent services, and it's worth highlighting just some of the services since Todd is ultimately accountable for them.

- Police Fully staffed and CALEA certified. Excellent hiring process. No issues or systemic problems with the use of excessive force. Excellent relationship and trust with the community. Low crime rate and a safe community. No substantiated complaints.
- Fire Excellent services and response times. Excellent availability despite shift size and call volume. Excellent inspection program that preempts and solves many potential hazards and issues. Delivery of the diverse emergency services required in a college and town environment. Good proactive planning.
- Business Office Excellent and detailed budget preparation. Successful audits after transition to new auditing firm. Timely processing of day-to-day transactions. Good accessibility. Manages an extremely complex IT infrastructure that helps improve efficiency and the delivery of services.
- Public Works Operation of a State of Art wastewater treatment plant. Completion of an array of diverse projects with varying complexity. Excellent sanitation services. Excellent road maintenance and planning. Support of the Solar Array project. New water infrastructure reliably fulfilled community needs during the historic drought of 2016 - without water restrictions
- Planning and Code Enforcement Execution on projects with a scope and complexity not typical of towns Durham's size. Good support of boards having regulatory authority.

I believe the above assessment is consistent with most views, and I wonder how many town selectmen or councilors in other communities see similar strengths throughout their town departments? Not many.

Achieving this level of service requires delegating authority, ownership and accountability to the senior staff and individual departments. The Town Council should avoid goals or an evaluation that suggest or require Todd be engaged in the more the day-to-day management of Departments or require closer micromanagement.

I have the following suggestions and recommendation for Todd in 2017 – in addition to everything else he does....

- Increase focus on building the town's relationship with key University administrators
 that transcends the day-to-day issues and the Omnibus Agreement, and focuses on
 areas of collaboration.
- Examining ways to reengineer and rearchitect how services are delivered to either contain costs or improve service delivery.

- Focus on looming capital projects that must be addressed, and the need for operation expense containment so that the projects can be undertaken.
- Focus on marketing and positioning Durham to industry segments and companies attractive to Durham, particularly those that benefit by being in close proximity to the University.

Communication

Todd provides extensive correspondences to the Councilors to help keep them apprised of community concerns and town activities. For those not directly involved in committees, this helps keeps them engaged. While this is helpful, it does point to the need to provide each councilor with a town email address. Use of private email accounts that mix personnel and town business is not best practice. This should be implemented as soon as possible.

Financial Oversight

Due to increases in both retirement and health care costs, 2016 was a difficult budget season. Todd was able to develop a budget that balanced capital improvement needs and fiscal realities. He was also able navigate the late addition of the land stewardship position without increasing the budget. Over the last few budgets, the town has been able to control tax increases without sacrificing the quality of services to the community.

One area that needs improvement is the presentation of the budget to the Town Council and community. Presentations that relied on rapid references to detailed pages in the budget book resulted in the forest being lost for the trees. Rather than explaining and justifying changes in their budgets, department heads were forced to sit through the presentations. It would be much easier for the majority of the public to understand if there was a clear narrative of budget requests.

Leadership

Over the years, Durham-UNH relations have been a major source of friction. Todd has worked to negotiate fair contracts with the university and collect data to prepare for future agreements. Through frequent meetings with university administration, he has worked to improve collaboration.

The biggest challenge of 2016 was the Seacoast Reliability Project. Countless hours have been spent working to mitigate its impact. It has required reaching out to other communities, dealing with residents concerns, and finding an independent consultant on very short notice. Despite the process being stacked against the town, he has worked all avenues to get the best possible outcome.

As a result sound fiscal management and improving communications with UNH and ORCD, the town is well positioned to deal with several significant challenges. A clear multiyear strategic plan needs to be developed to address the following issues:

- 1) Bonding of the police station expansion, new fire station, and Oyster River Middle School are all scheduled to occur in the next five years. Given the high voter threshold, success of this slate will require careful planning and coordination.
- 2) Recent development in downtown Durham has aggravated the tensions between economic development and conservation. A clear vision of future redevelopment of downtown businesses is needed.

Todd's Evaluation Comments

January 2017

Most of the comments below are from my January 2016 feedback. New comments (January 2017) are shown below in red color.

Todd is intelligent, professional, and courteous, works very hard and is a very competent town administrator, with potential to improve and become even better through stronger leadership. I discuss a few observations.

<u>Vision:</u> Todd has his own well defined vision for our town (which one can glimpse only through probing). The position of TA as defined by our Charter is a challenging position because the TA is supposed to down play his own vision and try to act upon the collective vision of the Council (as defined through TC goals, etc.). This creates an inherent, unintended conflict, as no human being will be able to ignore their own vision and act solely on the vision of the Council. Todd has chosen to not publicly discuss his vision, and he focuses only on our collective goals. While it is an understandable way for him to deal with the situation, it does occasionally make him be somewhat passive-aggressive in behavior (e.g. when he chooses to pursue some tasks with great vigor and his time because they conform with his own private vision; or be passively less diligent in pursuing some other tasks that do not conform with his own vision). Given that he is not doing anything wrong per se, but that this behavior arises from the inherent nature of the situation, we need to help him figure out if there are better ways to manage this situation. For example, should we encourage Todd to publicly share his vision for the town even if that may not match the Council's views or some residents' views?

 To the best of my knowledge, neither the TC nor Todd have addressed this vision issue during 2016

Developing his leadership team (i.e. department heads): We do have many good staff in our town. However, Todd has not developed the strongest set of leaders who report to him. Some of the department heads are strong and well balanced; some others have excellent professional/technical skills but lack a broader set of skills to be expected from them; and, a few lack technical skills required for their responsibility. We need Todd to improve and have a stronger set of leaders reporting to him. This is particularly an issue when he chooses to pay them generously (relative to other towns) and then he does not demand from them a higher level of accountability and growth of their skills over time. I hope this is not because Todd is insecure, and I hope he is open to correcting this situation in time. One additional drawback from this situation is that Todd's team "delegates upwards" and makes him do more things than he should.

- To the best of my knowledge, neither the TC nor Todd have addressed this leadership team issue during 2016. I do not know if there has been any private discussion with the Chair
- One additional unintended consequence from this is that Todd has very little time for strategic thinking, and then challenging the TC and/or the PB through discussions to think of longer term objectives/plans for our town. If Todd were to strengthen his leadership team, delegate more to them, then he could help the town at a more strategic level.

<u>Personality:</u> Todd is a very good person, with what seems to be a strong moral character; he is friendly, very likeable and, he has a great sense of humor (which he should be less shy to display more often). I assume, but I do not have any way know, that our town staff like Todd and consider him fair.

Diplomacy: This is one of his strongest skills.

<u>Negotiating:</u> I have seen Todd in action in some negotiation settings. From what I have seen so far, he does not seem to develop a strong internal conviction in what he is about to begin to negotiate; and, therefore he seems to ask for too little and seems to fold too easily. The fact that he is a nice person who always wants to collaborate, also makes it harder for him. I do think, with guidance, he can develop to be a stronger negotiator.

 During 2016, I sensed Todd making progress on this front. I have seen him occasionally take firmer stands as well as not folding too quickly. He should continue to make progress.

<u>Cost discipline:</u> At one level, Todd seems quite diligent in controlling costs (e.g. Kaizen). However, there are signs that seem to indicate that his internal instincts are to manage costs so that they rise slowly, rather than instincts that should relentlessly grind down long term costs. It is easy for Todd to say he does what the residents of the town ask for; it would be much better if he, as a professional, were to try to meet the residents' needs at lower costs. If he can self-adjust his attitude for cost discipline, he will be more valuable to our town's residents.

 I have not seen any changes or any discussions on this cost philosophy issues during 2016. In part, it may reflect the "laid back" attitude of some portion of our residents.

Working with Councilors: In general Todd is very cooperative, open and friendly in working with Councilors. One thing he should do but does not, is tell us in real time what is not working, or what his problems are – so that then we can help him better in real time. Another area that needs some rethinking is Friday Updates: If as he says it is primarily meant to inform the Councilors, it does that poorly – it has become more like a community newspaper (within his full editorial control), and less of a management communication. {Also see vision comments above}.

 Todd now provides separate emails to TC for management communication purposes. This is very good progress, and I thank him for that. The other parts of the above comment (asking for help; and editorial control of FU) have not been discussed or addressed during 2016.

Please share this feedback with Todd. I will be glad to explain my views directly in a discussion with Todd. Also, please share my comments with all Councilors. Thank you.

Employment Agreement - Town Administrator

AGREEMENT made this 16th day of February, 2015, between The Town of Durham, a municipal Town located in the County of Strafford and the State of New Hampshire, (hereinafter "Town")

and Todd I. Selig of Durham, New Hampshire (hereinafter "Selig").

WHEREAS, Selig and the Town desire to set forth in writing their Contract with respect to Selig's employment by the Town as its Town Administrator;

NOW, THEREFORE, in consideration of their mutual promises set forth herein, the parties hereby agree as follows:

1. Employment. The Town hereby employs Selig as its Town Administrator, and Selig hereby accepts such employment, upon the terms and conditions set forth in this Agreement.

2. Duties and Authority.

- A. Selig will hold the position of Town Administrator.
- B. As Town Administrator, Selig will have the powers granted to that position by the Charter and Administrative Code of the Town and pertinent State statutes, subject to the control of the Town Council to the extent permitted by the Charter and statute. He shall have general supervision, direction and control over the business and affairs of the Town and its employees. Selig will be primarily responsible in addition to his Statutory and Charter duties, for carrying out all orders and resolutions of the Town Council and such duties as may from time to time be assigned to Selig by the Town Council.
- C. Selig agrees to devote his full time, attention and best efforts to the performance of his responsibilities as Town Administrator.
- D. Selig shall not, during the term of this Agreement, directly or indirectly engage in any business, either as an employee, corporation, principal, corporate officer, or in any other capacity, whether or not compensated, without the prior written consent of the Town.
- E. Notwithstanding anything to the contrary contained in paragraph 2.D above, Selig may engage in teaching in an adjunct position, writing or consulting during his normal time off provided that he first inform the Town Council of his activities and provided, further, that those activities do not unreasonably interfere with his duties and responsibilities to the Town.

- F. It is recognized that Selig must devote a great deal of time outside the normal office hours on business for the Town, and to that end Selig shall be allowed to establish an appropriate work schedule.
- 3. Term of Employment. The term of employment shall be for a period of five (5) years (except as it may be modified as explained herein) commencing on January 01, 2015 and ending December 31, 2019.
- 4. Compensation. Selig shall receive compensation during the term of this Agreement as follows: A base annual salary of \$125,000 for 2015 and 2016 which shall increase by 2% annually thereafter during the contract term, effective each January 1st.
- 5. Medical and Group Insurance. The Town agrees to provide Selig with all of the benefits offered to non union employees in the Town's Personnel Plan including participation in the Town group medical, hospital and dental plan(s) of the Town, as well as all other insurance plans which the Town offers to its employees on the same terms and conditions as that of the Town's other non-unionized employees.
- 6. Vacation. Selig shall be entitled to twenty-five (25) days of paid vacation during each year of employment; the time for the vacation shall be mutually agreed upon by Selig and the Town Council. If vacation is not taken Selig shall be reimbursed at his base salary rate for time not taken.

In recognition of Selig's completion of 15 years of service with the Town of Durham in 2016, Selig shall be afforded a six (6) week paid sabbatical for personal and professional rejuvenation. The sabbatical shall not be used to fulfill the notice requirement outlined in Section 14.C of this contract.

7. Automobile.

- A. The Town shall provide to Selig, during the term of his employment, the use of a Town automobile of Selig's choice, for business use, to be selected from the Town's inventory. The Town shall pay all automobile operating expenses incurred by Selig in the performance of Selig's business duties. In the event that Selig utilizes his personal automobile for Town business, he shall be reimbursed for the mileage at the then prevailing Internal Revenue Service reimbursement rate.
- B. The Town shall provide to Selig, during the term of his employment, an annual stipend in the amount of \$6,500.00 in lieu of unlimited personal use of a Town vehicle.

- 8. Dues and Subscriptions. The Town shall budget and pay the dues, expenses and subscriptions of Selig for his continuation and participation in local, city, county, state, national, and international associations that he deems prudent and fiscally responsible for his continued effective management of the Town.
- 9. Professional Development. The Town shall budget and pay for the registration, travel and subsistence expenses of Selig to attend the annual conferences of the New Hampshire Municipal Association and the International City/County Management Association, and such other conferences, short courses, and seminars that Selig deems prudent and fiscally responsible for his professional development and for the continued, effective management of the Town. The Town recognizes that Selig is a Board member of the New Hampshire Center for Public Policy Studies, and the Town encourages such activities and other similar activities as part of Selig's professional development.

In addition, during the term of this contract the Town shall support Selig's attendance with pay at two specialized advanced training courses such as those offered at the Harvard Kennedy School of Government or equivalent experiences that Selig deems prudent and fiscally responsible for his professional development and for the continued, effective management of the Town.

- 10. Expense Reimbursement. Selig shall be entitled to reimbursement for all reasonable expenses, including travel and entertainment, incurred by him in the performance of his duties. Selig shall maintain records and written receipts and shall submit vouchers for expenses for which reimbursement is made.
- 11. General Expenses. The Town recognizes that certain expenses of a personal nature are or may be incurred by Selig in the performance of his business duties, and the Town agrees that it shall reimburse Selig for all such reasonable expenses upon receipt of expense vouchers, receipts, statements or personal affidavits detailing the expenses related to the performance of Selig's business duties.
- 12. Permanent Disability. In the event Selig becomes permanently disabled (herein defined as a disability which substantially impairs or limits Selig from performing the essential duties of his position) as determined by a licensed physician mutually agreed upon by the Town and Selig, or if Selig is otherwise unable to perform his duties because of sickness, accident or injury for a period of six (6) months, the Town may terminate this Agreement subject to the provisions of paragraph 14D.

13. Death. In the event that Selig dies during the term of this Agreement, this Agreement shall immediately terminate.

14. Termination.

- A. By the Town with Cause. This Agreement may be terminated by the Town for cause, in accord with the provisions of Section 4.3 of the Town Charter, if Selig willfully breaches or habitually neglects the duties to be performed under Paragraph 2 of this Agreement; engages in dishonest conduct; or for the conviction of any crime for which the punishment involves incarceration.
- B. In the event Selig's employment is terminated pursuant to subparagraph A, Selig shall be entitled to his base salary compensation earned prior to the date of termination (minus all appropriate federal, state and authorized withholdings), as provided for in Paragraph 4 of this Agreement, computed pro rata up to and including the date of termination, as well as any other benefits to which he may be entitled as a matter of law.
- C. By Selig. This Agreement may be terminated by Selig, without cause, by giving eight (8) months' notice to the Town.
- D. By the Town without Cause. In the event that this Agreement is terminated by the Town for reasons other than those outlined in subparagraph A above, the Town shall be responsible for the payment to Selig of one (1) full year's base salary (minus all appropriate federal, state and authorized withholdings) plus all benefits (or their monetary equivalent) accrued during that one (1) year period regardless of the length of the remaining term of this Agreement.
- 15. Renewal. The parties contemplate that they will want to renegotiate, extend or modify the length of this Agreement for so long as the relationship is mutually satisfactory. Notwithstanding anything contained herein, the parties may mutually agree to modify any or all provisions of this Agreement at any time for so long as those modifications are in writing and signed by the authorized parties.
- 16. Renewal Negotiations. If either the Town or Selig wishes to renew this Agreement at the conclusion of its original five (5) year term, that party shall notify the other of such intent no later than December 31, 2018. In the event that the parties have not successfully concluded their negotiations by March 1, 2019, subsection 14C shall not apply and Selig shall be free to seek and obtain employment elsewhere at any time, even during the remaining term of this Agreement.

17. Performance Evaluation.

- A. Commencing in April of 2015, and each succeeding April thereafter, the Town Council and Selig shall mutually establish goals and objectives which they deem necessary and appropriate for the proper management of the Town during the succeeding twelve (12) months. Such goals and objectives shall be committed to writing and formally adopted by the Town Council. The funds necessary for the attainment of those goals and objectives shall be included in the annual budget for the same time period.
- B. Commencing in January 2016, and for each January thereafter, the Town Council shall review/evaluate Selig's performance in accord with the criteria provided to Selig by the Town the preceding April. The Town Council shall provide Selig with a written summary of this Annual Performance Evaluation and shall provide Selig with an opportunity to discuss this evaluation with the Town Council.
- 18. Indemnification. The Town agrees to include Selig under its general insurance coverage and further agrees that it shall indemnify and hold Selig harmless for any liability related to, or arising out of, his position as Town Administrator in accord with the provisions of New Hampshire R.S.A. 31:105.
- 19. Residency. In accord with the provisions of the Town Charter, Selig agrees to live within the corporate limits of the Town for so long as he serves as its Town Administrator.
- 20. Supplemental Retirement Plan. In addition to the base annual salary paid by the Town to Selig, for every one (\$1) dollar contributed by Selig into a Section 457 deferred compensation plan, the Town shall pay two (\$2) dollars on Selig's behalf. The sum of the total contribution by Selig and the Town shall not exceed the maximum dollar amount permissible under Federal law. Not withstanding the above, the Town's contribution toward Selig's Section 457 plan shall not exceed \$15,000 in any one year of the term of the contract.
- 21. Notices. Any notice provided for in this Agreement shall be given in writing. Notices shall be effective from the date of service, if served personally on the party to whom notice is to be given, or on the second day after mailing, if mailed by first class mail, postage prepaid. Notices shall be properly addressed to the parties at their respective addresses or to such other address as either party may later specify by notice to the other.
- 22. Entire Agreement. This Agreement contains the entire agreement and supersedes all prior agreements and understandings, oral or written, with

respect to the subject matter hereof. This Agreement may be changed only by an agreement in writing signed by the party against whom any waiver, change, amendment or modification is sought.

- 23. Waiver. The waiver by the Town of a breach of any of the provisions of this Agreement by Selig shall not be construed as a waiver of any subsequent breach by Selig.
- 24. Governing Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of New Hampshire. The Strafford County Superior Court shall be proper venue for any litigation arising out of this Agreement.
- 25. Paragraph Headings. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement.
- 26. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and shall in no way be impaired.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 16th day of February, 2015.

THE TOWN OF DURHAM:

Jay Gooze, Chairman

Duly Authorized

FOWN ADMINISTRATOR: