

TERRILL L. HILL
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

RUFUS J. BOROM
COMMISSIONER

JUSTIN R. CAMPBELL
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER



MICHAEL J. CZYMBOR
CITY MANAGER

BETSY JORDAN DRIGGERS
CITY CLERK

MATTHEW D. REYNOLDS
FINANCE DIRECTOR

JAMES A. GRIFFITH
INTERIM CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT

DONALD E. HOLMES
CITY ATTORNEY

Regular meeting 2nd and 4th Thursdays each month at 6:00 p.m.

March 2, 2015

**TO COMMISSIONERS: MARY LAWSON BROWN, RUFUS BOROM,
JUSTIN CAMPBELL AND JAMES NORWOOD, Jr.:**

You are hereby notified that a Special Called Meeting is hereby called to be held on Thursday, March 5, 2015, commencing at 5:30 p.m. This called meeting will be held at the regular meeting place of the Palatka City Commission at Commission Chambers, 201 N. 2nd Street, Palatka.

The purpose of the meeting is to:

1. Authorize former City Manager Michael J. Czymbor's Contract Termination payment.
2. Appoint an Interim City Manager.

/s/ Terrill L. Hill

Terrill L. Hill, MAYOR

We acknowledge receipt of a copy of the foregoing notice of a special called meeting on 2nd day of March, 2015.

/s/ Mary Lawson Brown

COMMISSIONER

/s/ Justin Campbell

COMMISSIONER

/s/ James Norwood, Jr.

COMMISSIONER

/s/ Rufus Borom

COMMISSIONER

PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS MEETING SHOULD CONTACT THE CITY CLERK'S OFFICE AT 329-0100 AT LEAST 24 HOURS IN ADVANCE TO REQUEST ACCOMMODATIONS.

TERRILL L. HILL
MAYOR - COMMISSIONER

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VICE MAYOR - COMMISSIONER

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DONALD E. HOLMES
CITY ATTORNEY

Regular meeting 2nd and 4th Thursdays each month at 6:00 p.m.

AGENDA

CITY OF PALATKA CALLED MEETING

March 5, 2015 – 5:30 p.m.

CALL TO ORDER: Special Meeting Call issued March 2, 2015

- a. Invocation
- b. Pledge of Allegiance
- c. Roll Call

1. **PUBLIC COMMENTS** – (limited to 3 minutes – no action will be taken on topics of discussion)
- * 2. **RESOLUTION** authorizing payment of termination and severance pay (Aggregate Severance Pay) to former City Manager Michael J. Czymbor per the terms of his Employment Agreement dated July 12, 2015 (terminated on 2/26/15) – Adopt
- * 3. **APPOINT** interim City Manager
4. **CITY MANAGER & ADMINISTRATIVE REPORTS**
5. **COMMISSIONER COMMENTS**
6. **ADJOURN**

*Attachment **Separate Cover

ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE MAY NEED TO INSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. FS 286.105

PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS MEETING SHOULD CONTACT THE CITY CLERK'S OFFICE AT 329-0100 AT LEAST 24 HOURS IN ADVANCE TO REQUEST ACCOMMODATIONS.

Upcoming Events:

March 6 – Azalea Festival Mayor's Reception 6:00 p.m.
March 7 – 8 – Florida Azalea Festival
March 17 – 18 - FLC Legislative Action Day (Tallahassee)
May 22 – 25 – Blue Crab Festival
May 25 – City offices closed to observe Memorial Day
July 4 – City offices closed to observe Independence Day

Board Openings:

Board of Zoning Appeals – 3 vacancies (at-large)
General Pension Board – 1 vacancy (Financial Exp)
Putnam Co. Better Place Plan Oversight Comm. - 1 vacancy

Agenda Item

2



CITY COMMISSION AGENDA ITEM

SUBJECT:

RESOLUTION Authorizing payment of termination and severance pay (Aggregate Severance Pay) to former City Manager Michael J. Czymbor per the terms of his employment contract (terminated on 2/26/15) - Adopt

SUMMARY:

The City Commission took action on an emergency item during regular session on February 26, 2015 to terminate City Manager Michael J. Czymbor. According to the terms of his contract (a copy of which follows this summary) he is due the following amounts within 10 days of his termination by the Commission:

5 months Salary @ current rate = \$48,464.61
 Vacation 176 hours = \$9,842.05
 Sick 200 hours @ 25% = \$2,796.04
Total direct payout = \$61,102.70

Other indirect costs to City:
 Medicare/Social Security = \$4,674.36
 Retirement = \$6,978.91
 Health Insurance = \$10,347.00
 Dental Insurance = \$842.94
 Life Insurance = \$21.00
Total indirect costs = \$22,864.21

Total Cost to City = \$83,966.91

RECOMMENDED ACTION:

Adopt the resolution authorizing severance and termination payments made to and on behalf of Michael J. Czymbor per the terms of his Employment Contract

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution	Resolution
<input type="checkbox"/> City Manager's Contract	Backup Material
<input type="checkbox"/> Finance Director's email	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	3/4/2015 - 7:23 PM
City Clerk	Driggers, Betsy	Approved	3/4/2015 - 7:26 PM

RESOLUTION NO. 2015-11-16

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING PAYMENT OF TERMINATION AND
SEVERANCE PAY (AGGREGATE SEVERANCE PAY) TO
FORMER CITY MANAGER MICHAEL J. CZYMBOR PER THE
TERMS OF HIS EMPLOYMENT AGREEMENT WHICH WAS
ENTERED INTO ON JULY 12, 2012**

WHEREAS, on July 2, 2012 the Palatka City Commission (City) entered into an Employment Agreement with Michael J. Czymbor (Employee) for the services of City Manager for the City of Palatka,; and

WHEREAS, said Employment Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, states that Employee is to be considered an "at will" employee subject to termination at the discretion of the City Commission; and

WHEREAS, during regular session on February 26, 2015, in an emergency item the Palatka City Commission voted unanimously to terminate the employment of Michael J. Czymbor as City Manager of the City of Palatka effective immediately; and

WHEREAS, Section 3 of the Employment Agreement referenced herein calls for aggregate severance pay to be paid to Employee within ten (10) days of termination, in accordance with the terms of Section 3 (A) of said contract, which Employee has agreed to accept in full payment of any claim right or entitlement with the Employee might otherwise have asserted against the City arising from his termination or forced resignation; and

WHEREAS, Employee is entitled to Aggregate Severance Pay defined as a lump sum amount equal to five (5) months current salary and benefits for a period of six (6) months, defined as city-provided insurance for Employee and his dependents at the City's cost, as defined in Section 10 of the Agreement, and that the City shall continue to contribute towards Employee's retirement benefits as specified in Section 11 for that same six months; and

WHEREAS, under the terms of Section 8 of the Agreement, upon separation from the City's employ the Employee shall also be compensated for all unused vacation leave and twenty-five percent (25%) of unused sick leave.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Palatka, Florida, that the following payments are hereby authorized to be made to or on behalf of Michael J. Czymbor, per the terms of the Employee Agreement attached hereto as Exhibit A:

Section 1. A lump sum payment of \$61,102.70 is hereby authorized to be paid to Michael J. Czymbor, which represents \$48,464.61 for five (5) months current salary and \$9,842.05 for 176 hours of unused vacation and \$2,796.04 for 25% of the value of 200 hours of unused sick leave.

Section 2. Indirect costs totaling \$22,864.21 for six months of benefits, which represents payments for Medicare/Social Security (\$4,674.36), Retirement (\$6,978.91), Health Insurance (\$10,347.00), Dental Insurance (\$842.94) and Life Insurance (\$21.00) are hereby authorized to be made on behalf of Michael J. Czymbor.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this
5th day of March, 2015.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this July 12, 2012, by and between the **CITY OF PALATKA**, a Florida municipal corporation, (hereinafter "**CITY**"), as party of the first part, and **MICHAEL J. CZYMBOR** (hereinafter "**EMPLOYEE**"), as party of the second part, pursuant to the following terms and conditions:

WITNESSETH:

WHEREAS, the **CITY** desires to employ the services of **MICHAEL J. CZYMBOR (EMPLOYEE)** as City Manager of the City of Palatka, Florida, based upon the action taken by the Palatka City Commission at a duly called special meeting on July 3, 2012, and as provided for in Article III, Section 36 of the City Charter of the City of Palatka; and

WHEREAS, it is the desire of the **CITY**, through the City Commission, to provide for certain benefits, and to establish certain conditions of employment and to set certain working conditions of said **EMPLOYEE**; and

WHEREAS, the **EMPLOYEE** desires to accept employment as City Manager of the City of Palatka under the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Duties

The **CITY** hereby agrees to employ said **MICHAEL J. CZYMBOR (EMPLOYEE)** as the City Manager of the City of Palatka, to perform the functions and duties specified in the City Charter and the Code of Ordinances of the City of Palatka, and to perform such other legally permissible and proper duties and functions as the City Commission of the City of Palatka shall assign.

Section 2 Term

- A. Nothing in this Employment Agreement shall prevent, limit, interfere with or otherwise restrict the rights of the City Commission to terminate the services of the **EMPLOYEE** at any time, with or without cause, subject only to the provisions set forth in Section 3 of this Agreement, and those contained in the City Charter of the City of Palatka.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of **EMPLOYEE** to resign at any time from his position with the **CITY**, subject only to the provisions set forth in Section 3.

- C. The EMPLOYEE agrees to remain in the exclusive employ of the CITY and not become employed by any other employer while employed by the CITY unless termination is effected as hereinafter provided. The term "employed" shall not be construed to prevent EMPLOYEE from engaging in teaching, writing, consulting, or other activity not in conflict with EMPLOYEE'S full-time position as City Manager. Any such teaching, writing, consulting, or other activity shall be performed on EMPLOYEE'S time off and shall not conflict in any way whatsoever with City business. Prior to engaging in any teaching, writing, consulting, or other professional activity, the EMPLOYEE shall obtain approval of the City Commission.
- D. This Agreement shall commence on July 12, 2012, and shall continue in full force and effect thereafter until terminated by the parties pursuant to this Section 3.

Section 3. Termination and Severance Pay

- A. In the event the EMPLOYEE is terminated or forced to resign by the City Commission, the CITY agrees to pay the EMPLOYEE a lump sum amount equal to five (5) month's current salary and benefits for a period of six (6) months. The lump sum payment shall be due and payable in full within ten (10) days of the termination or forced resignation. The CITY will provide, at their cost, insurance coverage as provided herein for the EMPLOYEE and his dependents pursuant to Section 10 for a period of six (6) months upon separation of employment and continue to contribute toward the EMPLOYEE'S retirement benefits as specified in Section 11 for the same six month period. All of same shall be considered "Aggregate Severance Pay". However, in the event the EMPLOYEE is terminated because of his being found guilty by a court of competent jurisdiction of an illegal act involving personal gain to him, or of any felony or misdemeanor involving moral turpitude, then, in that event, the CITY shall have no obligation to pay any aggregate severance pay designated in this section. Notwithstanding anything else contained herein, the first ninety (90) days of the EMPLOYEE'S tenure with the CITY shall be considered a Probationary Period. For and during this period, the employee may be terminated, with or without cause by the CITY, and if termination occurs during this period, the CITY shall not be obligated to pay salary or benefits to the EMPLOYEE as accrued or due for any period after the date of the EMPLOYEE'S termination (Aggregate Severance Pay).
- B. If the EMPLOYEE is due aggregate severance pay in accord with the terms set forth above, the EMPLOYEE shall accept same in full payment of any claim, right, or entitlement which the EMPLOYEE might otherwise have asserted against the CITY arising from his termination or forced resignation,

including but not limited to any claim which might otherwise have been asserted arising from the EMPLOYEES potential classification as a public employee as defined by applicable law and cases of the State of Florida and United States of America in the context of job rights. It is the specific intent of the parties that the EMPLOYEE be considered an "at will" employee, subject to termination or forced resignation at the discretion of the CITY and without payment by the CITY of penalty or other compensation arising from their exercise of this discretion, other than the aggregate severance pay described above if otherwise applicable.

- C. EMPLOYEE may terminate this Agreement by giving the City Commission fourteen (14) days written notice of his desire to terminate this Agreement; provided, however, the City Commission may require the EMPLOYEE to continue employment for a period not to exceed sixty (60) days beyond the date of termination if any litigation to which the CITY is a party would be prejudiced by earlier termination of this Agreement. Upon termination of the Agreement hereunder, the EMPLOYEE shall be entitled to such salary and benefits accrued to the effective date of termination.

Section 4. Salary

The CITY agrees to pay the EMPLOYEE, commencing upon July 23, 2012 for his services rendered pursuant hereto, at an annual salary of one hundred and ten thousand one hundred and seventy three (\$110,173.00), payable in installments at the same time as other general employees of the CITY are paid. In addition the CITY agrees to adjust said base salary and/or other benefits of the EMPLOYEE to such amounts and to such extent as the City Step in Grade Plan specifies.

Section 5. Performance Evaluation

- A. On or about November 1, 2012 and then every July thereafter, the City Commission shall review and evaluate the performance of the EMPLOYEE. The City Commission shall provide the EMPLOYEE with an adequate opportunity for the EMPLOYEE to discuss the evaluation with the CITY Commission, whether individually or as a body. The performance evaluation should be constructive in nature to enable the EMPLOYEE to improve his abilities and service to the CITY.

Section 6. Hours of Work

The EMPLOYEE shall be at work routinely during the normal business hours of the CITY, and shall devote such additional time as is necessary to perform

assigned responsibilities but shall have a flexible work schedule keeping in mind the best interest of the CITY.

Section 7. Automobile and Cellular Phone

The EMPLOYEE is required to be on call for twenty four hour service. In recognition thereof, the CITY shall provide, maintain, insure, and fuel a late model vehicle ~~(that is less than three years old)~~ for the EMPLOYEE'S business and personal use. All personal use will be reported according to IRS regulations on the EMPLOYEE'S W-2. The EMPLOYEE shall also receive a cellular phone (smart phone) which shall be provided and paid for by the CITY.

Section 8. Vacation and Sick Leave

The EMPLOYEE shall receive vacation leave, which shall accrue at the rate of 4.0 weeks per year of which two (2) weeks are immediately available for usage by the EMPLOYEE for purposes of relocation and planned family vacations. The EMPLOYEE shall receive sick leave, which shall accrue at a rate of 1.0 day per month. Upon separation, the EMPLOYEE shall be compensated for all unused vacation leave and twenty-five (25%) of unused sick leave per the City's Personnel Rules and Regulations.

Section 9. Holidays

The EMPLOYEE shall be entitled to the same holiday time off as is provided to the other general employees of the CITY not otherwise covered by a collective bargaining agreement.

Section 10. Disability, Health, Vision, Dental and Life Insurance

The EMPLOYEE shall be entitled to the same participation in the group health plan provided to all other city employees. The CITY agrees to pay the entire cost of the premiums for the EMPLOYEE and dependents for health, dental and vision insurance coverage. The CITY will pay the entire cost of life insurance for the EMPLOYEE at the same level and amount as is provided for all other CITY employees.

Section 11. Retirement

The CITY agrees to pay, on an annual basis, an amount equal to twelve percent (12%) of the EMPLOYEE'S salary to an approved deferred retirement program of the EMPLOYEE'S designation, in order to establish retirement benefits for the EMPLOYEE. The CITY'S twelve percent (12%) contribution shall not exceed the limit established by federal statute and/or regulation. Such payments shall be

payable installments at the same time as other retirement benefits are paid for other employees of the CITY. Such payments for the EMPLOYEE'S retirement will be in lieu of any such payments which the CITY would have otherwise made for the EMPLOYEE'S benefit to the CITY'S retirement program.

Section 12. Benefits

All benefits provided herein shall be applied effective upon the commencement hereof as specified in Section 2. As any new benefits are created or existing benefits are enhanced under the Executive Benefit Plan or the City's Personnel Rules and Regulations, the EMPLOYEE'S benefits shall be adjusted accordingly. The CITY shall not at any time during the term of this agreement reduce the salary, compensation or other benefits of the EMPLOYEE, except to the degree of such a reduction, across-the-board for all employees of the CITY or unless agreed by the EMPLOYEE. In the event that the CITY reduces salary or benefits to the EMPLOYEE, the EMPLOYEE may consider this act a forced resignation by the CITY and said EMPLOYEE shall be eligible for separation pay and benefits as provided herein.

Section 13. Professional Development

- A. The CITY agrees to budget and to pay for the professional dues, licenses 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 CITY.
- B. The CITY 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 City, such as the Florida League of Cities, or, International City and County Manager's Association Annual-Conference, or, other regional, state and local governmental groups and committees thereof on which the EMPLOYEE serves as a member.
- C. The CITY also agrees to budget and to pay for the reasonable and necessary travel and subsistence expenses of the EMPLOYEE for short courses, institutes, certifications(s) requirements and seminars that are necessary for his professional development and for the good of the CITY.

Section 14. Indemnification

- A. The CITY shall provide a legal defense, save harmless, and indemnify the EMPLOYEE against any tort, professional liability claim or demand or any 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 the other employees of the City of Palatka in accordance with the requirement and provisions of the City Charter and Code of Ordinances of the City of Palatka and Florida law. The CITY shall have the right to compromise and settle and such claim or suit and pay the amount of any such settlement or judgment rendered thereon, in its sole discretion. Said indemnification shall extend beyond the termination of employment and the expiration of this agreement to provide protection for any such acts undertaken or committed in the EMPLOYEE'S capacity as City Manager, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the CITY.
- B. The CITY shall bear the full cost of any fidelity or other bonds, which may in the future be required of the EMPLOYEE by law or ordinance.

Section 15. Relocation Expenses

- A. The EMPLOYEE agrees to establish residency within the corporate limits of the CITY within thirty (30) days of employment and to maintain his residency within the corporate limits of the City as long as he is employed by the CITY.
- B. The CITY shall reimburse the EMPLOYEE up to five thousand dollars (\$5,000.00) for costs associated with the relocation to the CITY.
- C. Should the EMPLOYEE resign within two (2) years from the date of the Agreement to accept a position elsewhere, he will repay the CITY any expenses it has paid to assist with the relocation. Reimbursement of relocation expenses is not required if the EMPLOYEE should die within the first two (2) years or resign within such time due to disability.

Section 16. Code of Ethics

Inasmuch as the EMPLOYEE is an active full member of the International City and County Management Association (ICMA), the Code of Ethics promulgated by the ICMA is incorporated herein, and by this reference made a part hereof. Said Code of Ethics shall furnish principles to govern the EMPLOYEE'S conduct and actions as City Manager of the CITY.

Section 17. Other Terms and Conditions of Employment

The City Commission, in consultation and agreement with the EMPLOYEE, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the EMPLOYEE, provided such terms and conditions are not inconsistent with or in direct conflict with the provisions of this Agreement, the City Charter, the City Code of Ordinances, or any other applicable law.

Section 18. General Provisions

- A. The text herein shall constitute the entire agreement between parties, and shall supersede any and all prior agreements or understandings between the parties.
- B. This Agreement shall become effective commencing on the 12th day of JULY 2012.
- 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.
- D. This Agreement contains the entire Agreement of the parties. It may not be changed verbally, but only by an Agreement in writing signed by the parties.
- E. Florida law shall govern this Agreement and any litigation that may arise from this Agreement, shall be filed and litigated in Putnam County, Florida.
- F. The agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of the EMPLOYEE if applicable.
- G. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning.
- H. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition, or covenant of this Agreement shall be binding on either party until both parties have signed it.

IN WITNESS WHEREOF, the City of Palatka, Florida, has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested to by its City Clerk and approved as to form by the City Attorney, and the EMPLOYEE has signed and executed this Agreement both in duplicate, on the day and year first written.

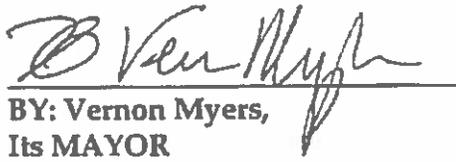
APPROVED by the City Commission of the City of Palatka on the 12th day of July, 2012.

ATTEST:


City Clerk

(Seal)

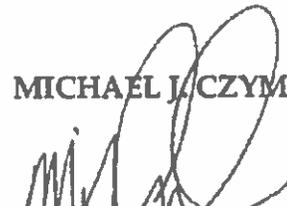
CITY OF PALATKA


BY: Vernon Myers,
Its MAYOR

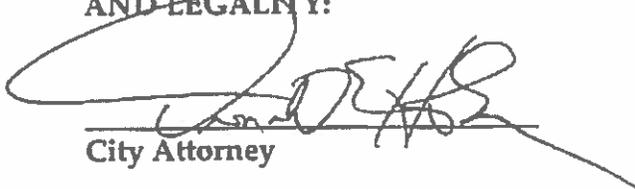
Witnesses:




MICHAEL J. CZYMBOR


EMPLOYEE

APPROVED AS TO FORM
AND LEGALTY:


City Attorney

Betsy Driggers

From: Matt Reynolds
Sent: Tuesday, March 03, 2015 4:40 PM
To: Betsy Driggers
Subject: RE: agenda items for called meeting

5 months Salary @ current rate = \$48,464.61
Vacation 176 hours = \$9,842.05
Sick 200 hours @ 25% = \$2,796.04
Total direct payout = \$61,102.70

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Health Insurance = \$10,347.00
Dental Insurance = \$842.94
Life Insurance = \$21.00
Total indirect costs = \$22,864.21

Total Cost to City = \$83,966.91

Thanks,

Matt Reynolds
Finance Director
City of Palatka
201 N. 2nd Street
Palatka, FL 32177
Phone: (386)329-0100 ext. 212
Fax: (386)329-0195
mreynolds@palatka-fl.gov

From: Betsy Driggers
Sent: Tuesday, March 03, 2015 3:05 PM
To: Matt Reynolds
Subject: agenda items for called meeting

Is there a resolution to pass for the city manager's severance item?

Betsy Jordan Driggers, CMC
City Clerk
City of Palatka
201 N. 2nd Street
Palatka FL 32177
Ph. 386-329-0100 ext 211
Fax 386-329-0199
bdriggers@palatka-fl.gov

Agenda Item

3



CITY COMMISSION AGENDA ITEM

SUBJECT:

Appoint an interim City Manager

SUMMARY:

During regular session on February 26, 2015, the City Commission took action on an emergency item to terminate City Manager Michael J. Czymbor's contract. At this time there is no interim city manager appointed.

Pertinent sections of the City's Charter follow this summary.

RECOMMENDED ACTION:

Appoint an Interim City Manager per the authority given the Commission by the City's Charter

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Charter Section III -- City Manager	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	3/4/2015 - 7.22 PM
City Clerk	Driggers, Betsy	Approved	3/4/2015 - 7.22 PM

ARTICLE III. - CITY MANAGER

Sec. 36. - Appointment; qualifications; compensation.

The city commission, by a majority vote of its total membership, shall appoint a city manager for an indefinite term and fix the manager's compensation. The city manager shall be appointed solely on the basis of executive and administrative qualifications. The city manager shall be the administrative head of each department of city government.

(Laws of Fla., ch. 9875(1923), § 32; Ord. No. 94-21, § 2, 9-12-1994)

Sec. 37. - Removal.

The city manager may be removed by a majority vote of the total membership of the city commission which shall set forth the reasons for termination.

(Laws of Fla., ch. 9875(1923), § 33; Laws of Fla., ch. 29380(1953), § 1; Ord. No. 94-21, § 3, 9-12-1994)

Sec. 38. - Acting city manager.

By letter filed with the city clerk, the city manager shall designate a city officer or employee to exercise the powers and perform the duties of city manager during the manager's temporary absence or disability. The city commission may revoke such designation at any time and appoint another officer of the city to serve until the city manager returns.

(Ord. No. 94-21, § 4, 9-12-1994)

Editor's note— Section 4 of Ord. No. 94-21, adopted Sept. 12, 1994, amended § 38 to read as herein set out. Formerly, § 38 pertained to compensation and bond requirement for the city manager and derived from of Laws of Fla., ch. 9875(1923), § 34, and Laws of Fla., ch. 29380(1953), § 1

Sec. 39. - Powers and duties of the city manager.

The city manager shall be the chief administrative officer of the city, responsible to the commission for the administration of all city affairs placed in the manager's charge by or under this Charter or ordinance. The city manager shall:

- (1) Appoint, and when necessary, suspend or remove the police chief, fire chief, finance director, city clerk and city attorney with the concurrence of a majority of the city commission;
- (2) Appoint, and when necessary, suspend or remove all other city employees, except as otherwise provided by law, this Charter or personnel rules adopted pursuant to this Charter or ordinance;
- (3) Direct and supervise the administration of all departments, offices and agencies of the city, except as otherwise provided by this Charter or by law;
- (4) Attend all city commission meetings. The city manager shall have the right to take part in discussion but shall not vote;
- (5) See that all laws, provisions of this Charter and acts of the city commission, subject to enforcement by the city manager or by officers subject to the manager's direction and supervision, are faithfully executed;
- (6) Prepare and submit the annual budget and capital program to the city commission;

- (7) Submit to the city commission 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;
- (8) Make such other reports as the city commission may require concerning the operations of city departments, offices and agencies subject to the city manager's direction and supervision;
- (9) Keep the city commission fully advised as to the financial condition and future needs of the city;
- (10) Make recommendations to the city commission concerning the affairs of the city;
- (11) Provide staff support services for the mayor and commission members;
- (12) Perform such other duties as are specified in this Charter or may be required by the city commission; and
- (13) To act as a purchasing agent for the city. In the capacity of purchasing agent, he shall sell all property that has become unfit for use by the city or that has been declared surplus by the city commission. All such purchases and sales shall be made in conformity to such regulations as the city commission may from time to time prescribe.

(Laws of Fla., ch. 9875(1923), § 119; Laws of Fla., ch. 29380(1953), § 1; Ord. No. 94-21, § 5, 9-12-1994)

Secs. 40—45. - Reserved.