

ROBERTA M. CORREA
MAYOR - COMMISSIONER

TAMMIE McCASKILL
COMMISSIONER

JUSTIN R. CAMPBELL
COMMISSIONER

WILL JONES
COMMISSIONER

RUFUS J. BOROM
COMMISSIONER



TROY BELL, ICMA-CM
MPA, MS-Finance
CITY MANAGER

JANE WEST, ESQ.
CITY ATTORNEY

SUNNI L. KRANTZ, CMC
CITY CLERK

MARCIA G. CARTY, CPA
MS-Taxation
FINANCE DIRECTOR

JASON L. SHAW, SR
CHIEF, POLICE DEPT.

CHRIS TAYLOR
CHIEF, FIRE DEPT

AGENDA
CITY COMMISSION MEETING
July 8, 2024 at 9:00 AM

1. CALL TO ORDER

- a. Invocation
- b. Pledge of Allegiance
- c. Roll Call
- d. Special Called Meeting Notice

2. PUBLIC COMMENTS

- a. **Public Comments** - (Speakers limited to three minutes - no action taken on items)

3. REGULAR BUSINESS

- a. DISCUSSION AND ACTION regarding City Manager Troy Bell's employment with the City

4. ADJOURN

ROBERTA M. CORREA
MAYOR-COMMISSIONER

TAMMIE McCASKILL
COMMISSIONER

JUSTIN R. CAMPBELL, SR.
COMMISSIONER

WILL JONES
COMMISSIONER

RUFUS J. BOROM
COMMISSIONER



Regular meetings 2nd and 4th Thursdays of each month at 6:00 PM

TROY BELL, ICMA-CM,
MPA, MS-FINANCE
CITY MANAGER

JANE WEST, ESQ.
CITY ATTORNEY

SUNNI KRANTZ, CMC
CITY CLERK

MARCIA G. CARTY, CPA, CGFO,
MS-TAXATION
FINANCE DIRECTOR

JASON L. SHAW, SR
CHIEF, POLICE DEPT.

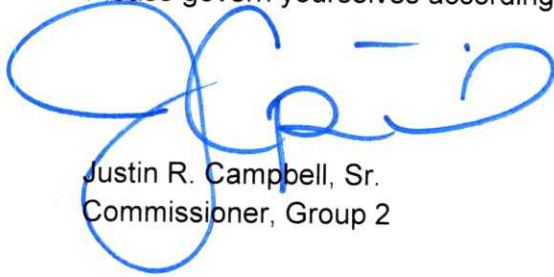
CHRIS TAYLOR
CHIEF, FIRE DEPT.

July 5, 2024

TO COMMISSION MEMBERS: TAMMIE MCCASKILL; WILL JONES; AND RUFUS J. BOROM

YOU ARE HEREBY NOTIFIED a special called meeting of the Palatka City Commission is hereby called to be held on July 8, 2024 at 9:00 AM at City Hall, 201 N. 2nd St., Palatka, FL 32177. The purpose of the meeting is for discussion and action regarding the City Manager, Troy Bell's employment with the City.

Please govern yourselves accordingly.



Justin R. Campbell, Sr.
Commissioner, Group 2



Roberta M. Correa
Mayor

ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE PALATKA 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 ENSURE 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 286.0105

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.

DISCUSSION AND ACTION regarding City Manager Troy Bell's employment with the City

STAFF REPORT

DATE: July 8, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Commissioner Justin Campbell, Sr. and Mayor Roberta Correa called a special meeting of the City Commission regarding the City Manager's employment.

BACKGROUND

The City Manager's contract was executed on February 8, 2024. Mr. Bell's employment commenced on February 9, 2024.

PROJECT ANALYSIS

The City Manager's employment contract follows this cover sheet, along with a print out of a report from ADG concerning the City Manager's time off, per the Mayor's request.

Staff Recommendation

Discuss and take any action deemed by the Commission to be appropriate.

ATTACHMENTS

1.	Mayor Correa Cover Sheet
2.	Troy Bell Employment Contract
3.	Time Off

Sunni Krantz

From: Roberta Correa
Sent: Friday, July 5, 2024 5:22 PM
To: Sunni Krantz
Subject: Special Called Meeting Agenda attachments

Ms. Krantz,

Please include the following items as attachments to the agenda for the special called meeting on Monday, July 8, 2024:

>City Manager's Contract

>Documentation of Mr. Bell's earned time use to date.

Thank you,

Robbi Correa

Get [Outlook for iOS](#)

EMPLOYMENT AGREEMENT

This Agreement is entered into this 8th day of February, 2024, by and between the City of Palatka, Florida, a municipal corporation organized and existing under the laws of the State of Florida, (“the City”), and **Darryl Le Troy Bell** (“Bell” or “City Manager”).

The parties agree as follows:

INTRODUCTORY STATEMENTS

The City Commission of the City of Palatka, Florida, is empowered by the City Charter to appoint and remove a City Manager who shall be the chief executive officer for the City.

The City through its City Commission desires to employ Bell’s services as City Manager; and

It is the desire of the City to provide certain benefits, to establish certain conditions of employment and to set working conditions of the City Manager; and

Bell desires to accept employment as City Manager.

THEREFORE, in consideration of the mutual covenants in this document, the parties agree as follows:

Section 1. Powers and Duties of the City Manager

- A. The City agrees to employ Bell as City Manager for the City and Bell represents to the City that he possesses the qualifications of City Manager and agrees to carry out all functions and duties imposed upon that office by the laws of the State of Florida and the Charter of the City of Palatka, as may be amended from time to time. The City Manager shall perform duties specified in the City Charter and the City Code of Ordinances and perform such other legally permissible and proper duties as the City Commission shall assign.
- B. The City Manager shall devote his full attention, effort and abilities to the office and perform its duties and functions in a professional manner. No additional work may be undertaken by the City Manager without the express, written consent of the City Commission **as described in Sec 3.**

Section 2. Commencement of Employment

Employment under the terms of this Agreement shall begin and Bell shall be present and available to perform the duties and functions of the City Manager on a full-time basis on February 9, 2024.

Section 3. Term

- A. Beginning on the date contained in Section 2, above, the City Manager shall serve for an indefinite term at the pleasure of the City Commission and may be terminated in accordance with the Charter of the City of Palatka and thus is an “at-will” employee of the City. Nothing herein shall be interpreted to imply or suggest a guaranteed tenure of employment.
- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Bell to resign at any time from this position with the City, provided however, he shall provide the City Commission with at least sixty (60) calendar days prior written notice of resignation, unless waived by the City Commission.
- C. The City Manager agrees to remain in the exclusive employment of the City for an indefinite period and shall not accept other employment unless the City Manager gives written notice of resignation, or otherwise has expressed written consent of the Commission.
- D. It is understood that after notice of termination in any form, the City Manager and the City Commission will cooperate professionally for an orderly transition.
- E. The Commission, by way of this agreement, acknowledges Bell will be able to teach and consult, only, on his personal time, and only in the event that such engagements are not in conflict with his service to the City as City Manager and such actions do not interfere with his ability to work for the City as City Manager.

Section 4. Hours of Work

- A. Bell acknowledges that the proper performance of the duties of the City Manager will require him to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. Conversely, the City recognizes and acknowledges that because the City Manager may often have to perform services outside of normal business hours that, when it is reasonable to do so, the City Manager may alter his times of arrival and departure to and from the workplace. Notwithstanding the foregoing, the City Manager agrees to devote additional time as necessary for the full and proper performance of duties of the position and that the compensation provided in this Agreement includes compensation for the performance of all such services.
- B. The City agrees that the City Manager will be permitted reasonable time off, as is customary for exempt employees, so long as the time off does not interfere with the normal conduct of the office of the City Manager. The City Manager shall be granted upon his start date as referenced in Section 2, paid leave of 20 vacation days per year and shall receive sick leave, which shall accrue at the rate of 1.0 days per month. The City Manager shall be granted the same paid holidays allowed to all city employees, not otherwise covered by a collective bargaining agreement.

- C. Other vacation and leave provisions applicable to employees under the City's personnel policies shall apply to the City Manager.
- D. Upon separation, the City Manager shall be compensated for accrued and unused vacation leave and twenty-five percent (25%) of unused sick leave up to the maximum number of hours authorized by law, calculated at the rate of pay in effect upon separation.

Section 5. Termination and Severance Pay.

- A. The City Manager may only be removed as set forth in the City Charter as it may be amended from time to time.
- B. If the employment of the city manager is terminated pursuant to the removal procedures in the City Charter, the City agrees to pay severance pay equal to 10 weeks of total compensation, less federal and state withholding. In addition, the City Manager shall be compensated for accrued paid leave calculated at the rate of pay in effect upon termination as authorized by City policies and law and the City shall continue to pay benefits into Bell's retirement during the severance period.
- C. The City shall not be obligated to pay severance benefits described in Section 5 B above during his first 180 days of employment unless otherwise agreed to by Commission, or, if the City Manager is convicted of, pleads no contest to, or receives a withhold of adjudication for a felony or misdemeanor crime involving moral turpitude or dishonesty, or if he willfully acts with misfeasance or malfeasance or otherwise is guilty of willful misconduct which constitutes conduct demonstrating disregard of the City's interests, a violation or disregard of standards of behavior of the City Manager, willful carelessness or negligence to a degree or recurrence that manifests culpability, wrongful intent, or evil desire, willful and substantial disregard of the City's interests or of the City Manager's duties and obligations to the City, including but not limited to willful conduct resulting in material harm to the City, willful neglect or failure to perform his duties, insubordination, misconduct, as defined in section 443.036(29), Florida Statutes, as may be amended from time to time or willful acts of dishonesty. For termination due to reasons related to this subsection, the City Manager is only entitled to compensation for hours actually worked up to the termination date and compensation for accrued leave. Bell may only be terminated or forced to resign, whether during or after the probationary period in accordance with Article III Sec 37 of the City Charter and Code of Ordinances of the City of Palatka by majority of the City Commission which shall set forth the reasons for the separation. Other than the reasons stated herein, the City Manager, if separated, shall be deemed to be without cause.
- D. If this Agreement is terminated by the death of the City Manager, the City shall pay a designated beneficiary of the City Manager or his estate all accrued compensation to the City Manager as of the date of his death. The City shall have no other liability to the City Manager, his estate, heirs, or beneficiaries, and neither the City Manager's beneficiary, nor estate will be entitled to any severance pay.

- E. If the Commission acts to reduce the City Manager compensation or the benefits, the Bell may consider this as separation without cause and Bell will be entitled to severance.
- F. If Bell should resign during the 90 day period before or after an election, it shall be deemed as separation without cause and Bell shall be entitled to severance.

Section 6. Residency.

The City Manager shall maintain his principal place of residence in the City of Palatka, unless, and only after diligent search and effort, the City Manager is unable to find a suitable residence within the City limits, in which case, he shall reside within a ten (10) mile radius of the Putnam Co limits throughout the term of employment.

Section 7. Salary

- A. The City agrees to pay the City Manager an annual base salary of **\$162,000** during the first year of this agreement, payable in the same pay periods as general employees of the City are paid.
- B. After conducting an annual review of the City Manager's job performance, the City Commission shall consider the results of his performance evaluation as outlined in Section 8 below, and guidelines applied to city employees in determining the amount of salary adjustment and benefit adjustment for the City Manager, whether and increase or decrease.
- C. The City Manager shall receive general cost of living adjustments, market adjustments, and other salary and benefit enhancements granted by action of the City Commission to city employees. The City Manager's base salary shall be increased by the same percentage and at the same time as employees in accordance with the established city policies and procedures.

Section 8. Performance Evaluation, Goals and Objectives

- A. Within the first six months of the City Manager's employment, the City Commission shall meet with the City Manager for the specific purpose of setting goals for the City and for the City Manager, and initiating periodic work programs.
- B. The City Manager shall work with the city attorney to identify processes and procedures for request for, and provision of, legal services to city departments and staff.
- C. The City Commission shall review the City Manager's job performance at least once annually with the first review being on or before January 1, 2025. Later annual reviews will occur during the same anniversary month of each year, unless all parties agree otherwise. The annual performance evaluation shall be related to the City Manager's charter and ordinance duties and shall be based in whole or in part on goals for the City Manager's performance that are jointly developed and adopted by the City Manager and the City Commission.

- D. The review and evaluation process shall be established by the City Commission and shall be constructive in nature to enable Bell to improve his abilities and service to the City.
- E. The City Commission shall provide the City Manager with a reasonable and adequate opportunity to discuss the City Manager's evaluation with the City Commission.
- F. The City's Human Resources Professional shall be responsible for scheduling the City Manager's annual review. Failure to perform the City Manager review as determined and described herein in a timely manner shall not be a justifiable reason for delay in base salary adjustment.
- G. The City Manager shall be required to maintain ICMA-Credentialed Manager status during his tenure with the City. Maintenance of such status and educational attainment shall be consideration for any future base salary adjustments.

Section 9. Other Benefits

- A. Vehicle – City Manager 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 for City' Manager's City business and personal use. All personal use will be reported according to IRS regulations on the City Manager's W- 2.
- B. Cell Phone - The City shall provide the City Manager with a cellular phone (smart phone), for professional use in accordance with the City's Technology Policy.
- C. Laptop - The City shall provide the City Manager with a laptop computer for professional use in accordance with the City's Technology Policy.
- D. The City shall, at the City Manager's request, provide the necessary documentation for any Student Loan forgiveness available to government employees.

Section 10. Retirement/Deferred Compensation

The City Manager will be enrolled in and participate in the City's general pension plan and the City agrees to contribute to same on City Manager's behalf in accord with the same formula and pattern applicable to other general employees. Should severance be awarded, the City shall continue to pay into the City Manager retirement during the severance period.

Section 11. Insurance (Health, Vision, Dental and Life).

The City agrees to provide and pay for the City Manager and dependent 's health, dental and 100% of vision and life insurance in the same manner and under the same conditions as other City employees. The City Manager shall be able to elect to opt out of individual or family plans and be eligible for any payout as provided to other employees for such reduced premiums to the City.

Section 12. Professional Development and Resources.

The City agrees, subject to the annual budget approved by the City Council, to pay the reasonable and necessary travel and subsistence expenses of the City Manager for professional and official travel, meetings and occasions adequate to continue his professional development, 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 of which the City Manager may serve as a member.

Section 13. Indemnification

The CITY shall provide a legal defense, save harmless, and indemnify the City Manager against any tort, professional liability claims or demand or any other legal action, arising out of an alleged act or omission occurring within the scope of the City Manager's employment and performance of his duties and functions, under the same terms and conditions as provided to the 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. This 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 City Manager's capacity as City Manager, regardless of whether the notice of claim or filing of a lawsuit occurs during or following his term of service with the City.

The City shall bear the full cost of any fidelity bonds, which may in the future be required of Bell by law or ordinance.

Section 14. Code of Ethics

The City Manager shall secure membership in the Florida City and County Management Association (FCCMA) and International City Management Association (ICMA). The City Manager agrees to follow the Code of Ethics promulgated by the FCCMA and ICMA and this Code of Ethics (attached) shall furnish principles to govern the City Manager's conduct and actions as the Palatka City Manager.

Section 15. General Provisions

- A. The text herein shall constitute the entire Agreement between the parties. This Agreement shall become effective as of the date first written above, contingent upon adoption and approval by the Palatka City Commission and execution by Bell.
- B. Bell shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office in the City Commission, nor seek or accept any personal enrichment or profit derived from confidential information, or holding office, or misuse of public time. The City (including individuals within the City Commission) shall support Bell in keeping these commitments by refraining from any orders or requests to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking or holding elected office, nor to handle any matter involving personnel

on a basis other than fairness, impartiality and merit. Participation in any activities on behalf of the City by Bell must be done equitably across all candidates. Bell shall not support or endorse any election activities that may occur at city events and shall not be held responsible for such.

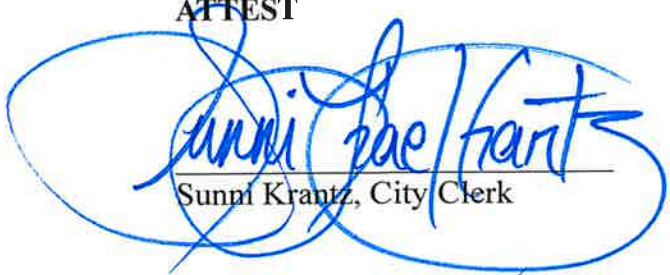
- C. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.
- D. This Agreement contains the entire Agreement of the parties. It may not be changed verbally, but only by an Agreement in writing signed by the parties.
- E. This Agreement may not be assigned by either party without the written consent of the other party.
- F. Florida law shall govern this Agreement and any litigation that may arise from this Agreement, shall be filed, and litigated in Putnam County, Florida.
- G. The Agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of the City Manager, if applicable.
- H. 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.
- I. Notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given and received (a) when personally delivered, or delivered by same-day courier; or (b) upon delivery when sent by prepaid overnight express delivery service; or (c) when sent by email and upon receipt by the sending party of written confirmation by the receiving party.
- J. The terms of this Agreement shall remain in full force and effect and hold over until employment is terminated under the terms herein or a new Agreement or Amendment to this Agreement has been negotiated and entered into by the City Commission and the City Manager.
- K. 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 has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, approved as to form by the City Attorney, and Bell has signed and executed this Agreement on the date first written above.

APPROVED by the City Commission of the City of Palatka during regular session on this 8th day of February, 2024.

ATTEST

CITY OF PALATKA

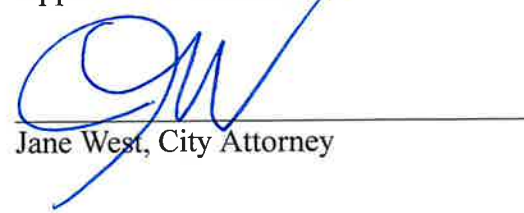


Sunni Krantz, City Clerk



BY: Roberta Correa, Its Mayor

Approved as to form:

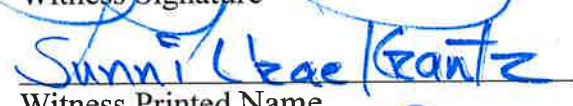


Jane West, City Attorney

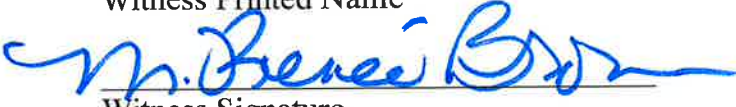
Witnesses:



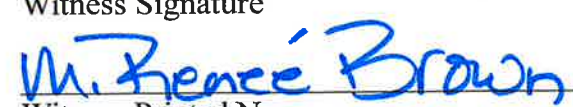
Witness Signature



Witness Printed Name



Witness Signature



Witness Printed Name



Darryl Le Troy Bell

ICMA CODE OF ETHICS

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

1. We believe professional management is essential to effective, efficient, equitable, and democratic local government.
2. Affirm the dignity and worth of local government services and maintain a deep sense of social responsibility as a trusted public servant.
3. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.
4. Serve the best interests of all community members.
5. Submit policy proposals to elected officials; provide them with facts, and technical and professional advice about policy options; and collaborate with them in setting goals for the community and organization.
6. Recognize that elected representatives are accountable to their community for the decisions they make; members are responsible for implementing those decisions.
7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.
8. Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.
9. Keep the community informed on local government affairs. Encourage and facilitate active engagement and constructive communication between community members and all local government officials.
10. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.
11. Manage all personnel matters with fairness and impartiality.
12. Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

Adopted by the ICMA Executive Board in 1924, and most recently revised by the membership in April 2023.



Leave Requests

Employee No: 4224562

Requested Date	Day	For	Hours	From-To Time	Status	Override CC#	Description	Locked
07/05/24	Fri	3-Vacation	8.00		R		Out of Office - Off	
07/03/24	Wed	3-Vacation	8.00		R		Out of Office - Off	
07/02/24	Tue	3-Vacation	8.00		R		Out of Office (Remote)	
07/01/24	Mon	3-Vacation	8.00		R		Out Office - Off	
06/28/24	Fri	3-Vacation	8.00		R		Out of Office (remote)	
06/18/24	Tue	3-Vacation	8.00	7am - 6pm	A		Personal - Father's Day	✓
06/17/24	Mon	3-Vacation	8.00	7am - 6pm	A		Personal - Father's Day	✓
05/10/24	Fri	3-Vacation	8.00	730am to 5pm	A		Mother's Day	✓
04/19/24	Fri	3-Vacation	8.00	730am - 530pm	A		Birthday	✓
04/18/24	Thu	3-Vacation	8.00	730am - 530pm	A		Kids Event	✓
04/17/24	Wed	3-Vacation	8.00	730am - 530pm	A		Birthday	✓
04/16/24	Tue	3-Vacation	8.00	07:30am - 5:30pm	A		personal (2 days: 15th and 16th)	✓
04/15/24	Mon	3-Vacation	8.00	07:30am - 5:30pm	A		personal (2 days: 15th and 16th)	✓

1 to 13 of 13 Records