

23718 W US HWY 27
High Springs, Florida 32643



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**SPECIAL CITY COMMISSION MEETING
AGENDA
CITY HALL COMMISSION CHAMBERS**

APRIL 2, 2024

6:00 PM

**MAYOR KATHERINE WEITZ
VICE MAYOR TRISTAN GRUNDER
COMMISSIONER WAYNE BLOODSWORTH, JR.
COMMISSIONER ANDREW MILLER
COMMISSIONER BYRAN WILLIAMS**

- (A) CALL TO ORDER AND ROLL CALL**
- (B) INVOCATION AND PLEDGE OF ALLEGIANCE**
- (C) APPROVAL OF AGENDA:**
- (D) BUSINESS ITEM**
 - 1. DISCUSS, CONSIDER, AND ACT ON RESOLUTION 2024-C, A RESOLUTION APPROVING AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF HIGH SPRINGS AND JEREMY MARSHALL FOR THE CITY MANAGER POSITION.**
- (E) MOTION TO ADJOURN.**

PLEASE NOTE: PURSUANT TO SECTION 286.015, FLORIDA STATUTES, IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED DURING THIS MEETING HE OR SHE WILL 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. IN ACCORDANCE WITH THE AMERICAN WITH DISABILITIES ACT, A PERSON TH DISABILITIES NEEDING ANY SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THE CITY COMMISSION MEETINGS SHOULD CONTACT THE OFFICE OF THE CITY CLERK, 23718 W US HWY 27, HIGH SPRINGS, FLORIDA 32643, TELEPHONE (386) 454-1416.

RESOLUTION 2024-C

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HIGH SPRINGS, FLORIDA, APPROVING THAT CERTAIN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF HIGH SPRINGS, FLORIDA AND JEREMY MARSHALL FOR THE CITY MANAGER POSITION FOR THE CITY OF HIGH SPRINGS, FLORIDA; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of High Springs (“City”) solicited applications for the City Manager positions; and

WHEREAS, the City Commission reviewed the applications for the City Manager positions; and

WHEREAS, the City Commission conducted interviews with the applicants for the City Manager position; and

WHEREAS, at the March 14, 2024, City Commission Meeting, the City Commission selected Jeremy Marshall as the applicant to award the City Manager contract to and authorized the City Attorney to negotiate a contract with Jeremy Marshall; and

WHEREAS, the Jeremy Marshall and the City desire to enter into that certain employment contract for the City Manager position by adopting the terms of the proposed contract with Jeremy Marshall in the form of the Exhibit attached hereto (the “Agreement”); and

WHEREAS, hiring Jeremy Marshall as the City Manager for the City of High Springs is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Commission of the City of High Springs, Florida:

1. Engaging Jeremy Marshall to serve as the City Manager under the terms and conditions in the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Commission of the City of High Springs; and

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3. The Mayor of the City of High Springs is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Commission of the City of High Springs; and
 4. In the absence of the Mayor, the Vice-Mayor of the City of High Springs is the officer of the City duly designated by the City's Charter and/or Code of Ordinances to commit the City to contractual obligations as such contracts are adopted by the City Commission of the City of High Springs; and
 5. The Mayor of the City of High Springs is authorized to execute on behalf of and bind the City to the terms of the Agreement; and
 6. The Mayor of the City of High Springs is directed to execute on behalf of and bind the City to the terms of the Agreement; and
 7. All prior resolutions of the City Commission of the City of High Springs in conflict with this resolution are hereby repealed to the extent of such conflict; and
 8. This resolution shall become effective and enforceable upon final passage by the City Commission of the City of High Springs.

PASSED AND ADOPTED at a meeting of the City Commission this 2nd day of April, 2024.

CITY OF HIGH SPRINGS, FLORIDA

By: _____
Katherine Weitz, Mayor

ATTEST

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Angela Stone, City Clerk

By: _____
S. Scott Walker, Esq.
City Attorney

EMPLOYMENT AGREEMENT

THIS AGREEMENT, dated this 2nd day of April, 2024, is made by and between the **CITY OF HIGH SPRINGS, FLORIDA**, a municipal corporation ("City"), and **MR. JEREMY MARSHALL** ("Marshall" or "City Manager") as follows:

WHEREAS, on March 14, 2024, the Commission for the City of High Springs voted to appoint Marshall as City Manager; and

WHEREAS, Marshall has demonstrated the level of professional competency desired by the City; and

WHEREAS, the City expects City Manager to perform all of the responsibilities and obligations required of the City Manager of the City of High Springs pursuant to the City Charter, Code of Ordinances, and applicable State and Federal regulations; and

WHEREAS, the City desires to employ Marshall as its City Manager upon the terms and conditions set forth herein; and

WHEREAS, Marshall desires to work for the City as its City Manager upon the terms and conditions set forth herein.

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

Section 1: Term

1. The term of this Agreement shall be for an initial period of one (1) year from April 8, 2024 through April 7, 2025. This Agreement shall automatically be renewed for successive one-year terms unless notice that the Agreement shall terminate is given at least ninety (90) days prior to the end of the contract term.
2. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services of the City Manager at any time, subject only to the provision set forth in this Agreement and in the City Charter.
3. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to resign at any time from the position of City Manager subject only to the provisions set forth in this Agreement.

Section 2: Duties and Authority

The City agrees to employ Jeremy Marshall as City Manager to perform the functions and duties specified in Art. III, Sec. 3.04 of the City of High Springs Charter and to perform other legally permissible and proper duties and functions. City Manager shall devote his full time and best efforts to the business and affairs of the City, and except as hereinafter expressly stated, City Manager shall not accept any other employment during the term of this Agreement.

Section 3: Compensation

1. City agrees to pay City Manager an annual base salary of One Hundred and Twelve Thousand and Five Hundred (\$112,500.00) Dollars for the term of employment as outlined herein, payable in installments at the same time the other regular employees of the City are paid.
2. The City Commission reserves the right to evaluate City Manager's performance, at any time, throughout the term of this Agreement, but no less than annually. The Commission may increase City Manager's salary, by motion, in its sole discretion. City Manager shall be entitled to receive the cost of living adjustment if general employees of the City receive the same in any fiscal year.
3. The City shall provide errors and omissions coverage applicable to omissions of the City Manager arising out of his employment. The City shall also defend, held harmless and indemnify the City Manager against any claim, suit, action, demand and/or liability arising out of any act, alleged act, alleged failure to act, omission or any other incident, involving or arising out of the scope of his employment and/or the performance of his duties as City Manager.
4. City agrees to budget and pay for professional dues and subscriptions of the City Manager necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the City Manager's continued professional participation, growth, and advancement, and for the good of the City.
5. City agrees to budget and pay for travel and subsistence expenses of City Manager for professional and official travel, meetings, and occasions to adequately continue the professional development of City Manager and to pursue necessary official functions for City, including but not limited to the FCCMA Annual Conference, the State League of Municipalities, and such other regional, state, and local governmental groups and committees in which City Manager serves as a member.
6. City agrees to budget and pay for travel and subsistence expenses of City Manager for short courses, institutes, and seminars that are necessary for the City Manager's professional development and for the good of the City.
7. The City agrees to budget and pay for reasonable professional development costs of the City Manager (as outlined in paragraphs 4, 5, and 6).
8. The City Manager agrees that no expenses outside of those budgeted shall be reimbursed without Commission approval prior to the expenditure.
9. The City shall pay City Manager an additional Three Thousand Nine Hundred Dollars (\$3,900.00) per year, or Three Hundred Twenty-Five Dollars (\$325.00) per month, as an automobile allowance as City Manager duties require exclusive and unrestricted use of an automobile. The City Manager is responsible for paying any liability insurance, property damage, etc. associated with said automobile. The City Manager shall provide proof of same and keep the proof of insurance current with the City Clerk.

Section 4: Health, Disability and Life Insurance Benefits

The City will provide health insurance (including hospitalization, surgical, comprehensive medical insurance and vision, life and long-term disability insurance). Dental insurance and family coverage are available to the City Manager at City Manager's expense. Additionally, City Manager shall be entitled to

any other insurance benefits available to other management employees pursuant to the City's Personnel Policies and Manual.

Section 5: Paid Time Off (PTO)

1. Commencing with the initial term of this Agreement, City Manager shall accrue 240 hours of paid time off (PTO) per year. Additionally, PTO shall accrue to the City Manager at a rate of 9.23 hours per pay period. Unused accrued leave may be rolled over annually but the total accrued leave shall not exceed 800 hours. Any unused accrued leave in excess of 800 hours shall be forfeited.
2. Unused accrued leave shall be paid to the City Manager upon expiration of this Agreement or, in the event of voluntary resignation, upon notice as set forth in Section 9. Payment of any such unused accrued leave shall be limited to 800 hours. Any unused accrued PTO shall be paid to the City Manager based on the applicable rate for service as the City Manager for the City of High Springs.

Section 6: Retirement

The City Manager shall be provided with retirement benefits under the City's qualified 457 defined contribution plan offered through ICMA Retirement Corporation in the form of a money purchase plan to which the City shall contribute the percentage amount set by the Florida Retirement System for Senior Management Member Class of the City Manager's salary. Alternatively, the City Manager may elect to participate in the Florida State Retirement Investment Plan. If the Manager so elects, the City and City Manager shall each contribute, at a minimum, the appropriate amount according to the City Manager's Senior Management Member Class.

Section 7: General Business Expenses

The City shall provide the City Manager with a computer, software, fax/modem, and any other such device as required by the City Manager to perform his job and maintain communications while in his City designated office. The City Manager shall maintain his own cell phone and subscription plan for same and the City shall pay the City Manager a stipend of \$85.00 per month for same.

Section 8: Termination of Employment

1. It is understood and agreed that the Commission will be the sole judge as to the effectiveness and efficiency with which the City Manager performs his employment. The City Manager serves at the pleasure of the Commission.
2. The City Manager may be removed from his position *without cause* at any time by a majority of the full Commission at any regular or special meeting of the Commission. In the event the City terminates this Agreement pursuant to this provision, the City shall provide, as separation payments (severance pay) to the City Manager, all salary and benefits for a period of twelve (12) weeks from the date of the City's notification of termination of the City Manager. Additionally, any compensation for PTO will be paid to the City Manager. In all events, severance pay (separation payments plus benefits and PTO) shall not exceed an amount greater than twenty (20) weeks of compensation.
3. The City Manager may be removed from his position *with cause* at any time by a majority of the full Commission at any regular or special meeting of the Commission. The Commission shall adopt

a preliminary resolution stating reasons for the intended removal and offer the City Manager an opportunity for a public hearing before the Commission, in accordance with Art. III, Sec. 3.03 of the Charter of the City of High Springs. In the event the City Manager is terminated for misconduct, as defined in Fla. Stat. § 443.036(29), the City shall have no obligation to provide the City Manager with severance pay.

4. If the City, citizens, or legislature acts to amend any provisions of the City of High Spring's Charter or Code of Ordinances, pertaining to the role, powers, duties, authority, and responsibilities of the City Manager's position that substantially changes the form of government, the City Manager and/or the City shall have the right to declare that such amendments constitute termination. The City shall provide severance in accordance with Section 8, Paragraph 1, above.
5. In the event the City Manager is charged by indictment or information of a felony or a crime involving moral turpitude, he may, at the sole discretion of the Commission, be suspended from his duties without pay. Upon his conviction, pleas of guilty or no contest or withholding of adjudication of any such charge, this Agreement, at the option of the Commission, may be terminated and the City Manager discharged from his duties without notice, hearing, severance pay or other accrued benefits.
6. If the City Manager resigns following an offer to accept resignation, whether formal or informal, by the City as representative of the majority of the governing body that the City Manager resign, then the City Manager may declare a termination as of the date of the offer.

Section 9: Resignation

In the event that the City Manager voluntarily resigns his/her position with the City, the City Manager shall provide a minimum of ninety (90) days' notice unless the parties agree otherwise.

Section 10: Expectation of Work Hours

City Manager acknowledges and understands that he is expected to work whatever hours are necessary to complete the duties and responsibilities assigned to him as the City Manager of the City of High Springs. It is recognized that the City Manager must devote a great deal of time outside the normal office hours on business for the City, and to that end City Manager shall be allowed to establish an appropriate work schedule. However, City Manager is expected to attend all regular and special Commission meetings, workshops, and all other City related meetings which require his attendance.

Section 11: Outside Activities

The employment provided for by this Agreement shall be the City Manager's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, the City Manager may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his or her responsibilities under this Agreement. The City Manager shall obtain approval from the City Commission prior to incurring any of the aforementioned opportunities.

Section 12: Other Terms and Conditions of Employment

The City, only upon Agreement with City Manager, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the City Manager,

provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of High Springs Charter or any other law.

Section 13: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) CITY:
Mayor City of High Springs
23718 W US Hwy 27
High Springs, FL 32643
- (2) MANAGER:
Jeremy Marshall, City Manager
190 Parish Street Apartment 97
Canandaigua, NY 14424

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14: General Provisions

- 1. **Integration.** This Agreement sets forth and establishes the entire understanding between the City and the City Manager relating to the employment of the City Manager by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written Agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.
- 2. **Binding Effect.** This Agreement shall be binding on the City and the City Manager as well as their heirs, assigns, executors, personal representatives and successors in interest.
- 3. **Effective Date.** This Agreement shall become effective upon execution by all parties.
- 4. **Severability.** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

Signature Page to Follow

DATED this ____ day of April, 2024.

Jeremy Marshall

Approved by me as Mayor of the City of High Springs,
Florida this ____ day of April, A.D. 2024.

Katherine Weitz, Mayor

ATTEST:

Angela Stone, City Clerk