



**AGENDA**  
**TOWN OF DUNDEE, FLORIDA**  
**TOWN COMMISSION SPECIAL MEETING**  
**DECEMBER 30, 2020**  
**6:00 P.M.**  
**COMMISSION CHAMBERS**  
**202 E. Main Street, Dundee, FL 33838**  
**Phone: 863-438-8330**  
[www.townofdundee.com](http://www.townofdundee.com)

---

**CALL TO ORDER:** MAYOR PENNANT  
**PLEDGE OF ALLEGIANCE:** MAYOR PENNANT  
**INVOCATION:** TO BE ANNOUNCED  
**RECOGNITION OF SERGEANT AT ARMS:** SGT. TANNER OR DESIGNEE  
**ORDINANCE #13-08, PUBLIC SPEAKING INSTRUCTIONS:** MAYOR PENNANT  
**ROLL CALL:** JENN GARCIA

**DELEGATIONS-QUESTIONS & COMMENTS FROM THE FLOOR**  
*(Each speaker shall be limited to three (3) minutes)*

**AGENDA**

**APPROVAL OF AGENDA:** SPECIAL MEETING AGENDA FOR DECEMBER 30, 2020

**ITEM 01:      DISCUSSION & ACTION:      TOWN OF DUNDEE TOWN MANAGER AGREEMENT**

**REPORTS FROM OFFICERS**

- POLK COUNTY SHERIFFS OFFICE
- TOWN ATTORNEY
- INTERIM TOWN MANAGER
- COMMISSIONERS
- MAYOR

**ADJOURNMENT**

**PUBLIC NOTICE**

PLEASE BE ADVISED THAT IF YOU DESIRE TO APPEAL FROM ANY DECISIONS MADE AS A RESULT OF THE ABOVE HEARING OR MEETING, YOU WILL NEED A RECORD OF THE PROCEEDINGS AND IN SOME CASES, A VERBATIM RECORD IS REQUIRED. YOU MUST MAKE YOUR OWN ARRANGEMENTS TO PRODUCE THIS RECORD. (FLORIDA STATUTE 286.0105)

IF YOU ARE A PERSON WITH DISABILITY WHO NEEDS ANY ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE TOWN CLERK'S OFFICE AT 202 EAST MAIN STREET, DUNDEE, FLORIDA 33838 OR PHONE (863) 438-8330 WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS MEETING NOTIFICATION; IF YOU ARE HEARING OR VOICE IMPAIRED, CALL 1-800-955-8771.

**DUNDEE TOWN COMMISSION  
SPECIAL MEETING  
DECEMBER 30, 2020**

---

**AGENDA ITEM 01:       DISCUSSION & ACTION:  
                                  TOWN OF DUNDEE TOWN MANAGER AGREEMENT**

---

**SUBJECT:**

The Town Commission will discuss the Town of Dundee Town Manager Agreement.

**STAFF ANALYSIS:**

The working draft of the Town of Dundee Town Manager Agreement is at the pleasure of The Commission.

**STAFF RECOMMENDATION:**

**ATTACHEMENTS:**

- Working Draft Town Manager Agreement

# Town of Dundee Town Manager Employment Agreement

This TOWN OF DUNDEE TOWN MANAGER EMPLOYMENT AGREEMENT (the “Agreement”) is made and entered into by and between the TOWN OF DUNDEE, FLORIDA, a municipal corporation duly organized under the laws of the State of Florida, sometimes hereinafter referred to as “Employer and/or Town”, and \_\_\_\_\_, hereinafter referred to as “Employee”.

WITNESSETH:

WHEREAS, Employer desires to employ the services of Employee as Town Manager of the Town of Dundee; and

WHEREAS, both Employer and Employee agree that it is appropriate to enter into this Agreement in order to provide benefits, conditions of employment and the term of the employment; and

WHEREAS, Employee desires to accept employment as Town Manager of the Town,

NOW, THEREFORE, the Town does hereby employ the services of \_\_\_\_\_ as its Town Manager under, and in accordance with, the following terms and conditions:

## Section 1. Duties

In accordance with §4.01 of the Town’s Charter, as the Town Manager, Employee shall be the Chief Administrative Officer of the Town. She shall be responsible to the Town Commission (the “Commission”) for the administration of all Town affairs placed in her charge by the Town Charter and the Code of Ordinances and to perform other legally permissible and proper duties and functions.

## Section 2. Removal and Severance Pay

A. In the event the Employee is terminated by a majority vote of the Town Commission pursuant to §4.02 of the Town’s Charter during such time that the Employee is willing and able to perform the duties of Town Manager or the parties enter into an employment separation agreement, then in that event the Town agrees to pay the Employee a lump sum cash payment equal to an amount of twelve (12) weeks of compensation as that term is defined in §215.425(4)(d) of the Florida Statutes, together with accrued sick and vacation pay as set forth herein and applicable Florida law. In the event Employee voluntarily terminates his or her employment with the Town or is terminated for misconduct as defined in Section 443.036(30) of the Florida Statutes or because of charges and/or arrest for any illegal act which shall reflect

adversely upon the Town, then in those events the Town shall have no obligation to pay that portion of the severance sum that represents compensation as defined in Section 215.425(4)(d) of the Florida Statutes and as designated in this paragraph unless and until such time as the Employee is found not guilty of any charges by a court of competent jurisdiction or any charges are completely dismissed for reason of innocence or insufficient evidence of guilt to warrant continuation of prosecution and/or as may be further provided for under applicable Florida law.

B. In the event the Town, at any time during the employment term, reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all Town employees; or, in the event the Town refuses, following written notice, to substantially comply with any other provision materially benefiting the Employee herein; or the Employee resigns following a formal suggestion by the Town Commission that he or she resign, then, the Employee may at his or her option be deemed to be “terminated” at the date of such action and the provisions of Section 2 A including but not limited to severance pay shall take effect.

C. Except as otherwise provided in subparagraphs A and B above, severance shall be paid to the Employee in a lump sum when employment is terminated by a majority vote of all the Town Commission members, pursuant to §4.02 of the Town’s Charter, and upon demand by the Employee.

D. The Employee shall give at least a 30-day notice of any intention to separate from employment with the Town. In the event of voluntary resignation, Employee shall be entitled to payment for all accrued vacation/annual and sick leave pay as set forth herein.

### **Section 3. Salary**

Employer shall pay Employee for his or her services an annual base salary of \$\_\_\_\_\_ and any additional pay as provided for all other Town Employees including but not limited to any across the board cost of living increases afforded all Town employees in any fiscal year that this Agreement is in effect without further action by the Town Commission. In addition to the foregoing, Employer agrees to increase Employee’s salary and/or benefits in such amounts and to such extent as the Commission may determine on the basis of an annual performance review of said Employee. For purposes of determining and setting the appropriate annual increase in salary for the Employee, the Commission will consider the following variables:

A. The standard or uniform percentage increase given to all employees of the Town (i.e. Cost of Living Increases).

B. The degree to which the annual performance evaluation referenced in Section 4 below indicates the Employee is performing his or her duties and responsibilities and achieving the Commission’s goals and objectives.

C. The amount of additional monetary benefits to be restricted to monies available within a specified budget line item noted as such.

#### **Section 4. Performance Evaluation**

A. The Commission shall review and evaluate the performance of the Employee at least once annually, in advance of the adoption of the annual operating budget. The Employee shall be entitled to discuss his or her evaluation with the Commission as deemed necessary.

B. The Commission shall hold the evaluation in February of each year. If, as a result of this evaluation, a salary increase is merited, the increase shall become effective on the first day of the following Town fiscal year.

C. Evaluation of Employee shall focus on the areas of, but not limited to:

- (1) Fiscal management;
- (2) Management and organization of Town employees;
- (3) Management of Town assets;
- (4) Program development and follow through;
- (5) Community relations and involvement;
- (6) Communication ability with the Commission and others;
- (7) Intergovernmental relations; and
- (8) Management style.

#### **Section 5. Hours of Work**

It is recognized that Employee must devote a great deal of time outside the normal office hours to business of the Employer, and to that end, Employee shall be allowed to take reasonable compensatory time off as he or she shall deem appropriate during the normal office hours. Notwithstanding the foregoing, Employer expects that the Employee will be generally available at Town Hall, subject to meetings, etc., during normal working hours 8:00 A.M. to 5:00 P.M., Monday through Friday. The Employee is also encouraged to attend Town functions (including but not limited to Ridge League Dinner; Harvest Festival; Christmas Parade/Festival).

#### **Section 6. Vacation and Sick Time**

A. Upon commencing employment, the Employee shall be credited with ten (10) personal leave days. Thereafter, the Employee shall then accrue annual/vacation and sick leave on an annual basis pursuant to the Town of Dundee Personnel Rules and Regulations and as

budgeted by Employer each fiscal year. The Employee shall be subject to the Town of Dundee Personnel Rules and Regulations regarding all aspects of said annual/vacation and sick leave.

B. In the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued annual/vacation and sick leave accrued to that date in accordance with the Town of Dundee Personnel Rules and Regulations.

### **Section 7. Automobile**

Employee's duties require that he or she shall have the exclusive and unrestricted use at all times during his or her employment with Employer of an automobile provided to his or her by the Employer. In lieu of Employer being responsible for paying for liability, property damage, and comprehensive insurance and for the purchase or lease, operation, maintenance, repair and regular replacement of said automobile and fuel costs, the Employer shall provide the Employee a biweekly automobile allowance of \$200.00. Employer agrees to annually review the foregoing allowance figure and to provide adjustments to the amount, as necessary, to account for inflationary and economic factors which increase the cost of the items for which Employee is receiving the allowance. Said biweekly automobile allowance shall be considered full reimbursement for use of the Employee's personal automobile within Polk County, Florida. Employee shall receive the standard mileage allowance provided by the Employer for travel outside of Polk County, Florida. In lieu of reimbursement for outside of Polk County travel, Employee shall use to the extent possible an available Town vehicle for such travel. Employee will make proof of insurance part of this Agreement. Employee shall have a valid Florida Driver's License during the term of this Agreement.

### **Section 8. Health, Dental and Life Insurance**

Employer shall provide full major medical, dental, and life insurance as provided for all other Town employees.

### **Section 9. Retirement**

The Employer agrees to pay an amount equal to ten percent (10%) of Employee's base salary each fiscal year during the term of this Agreement, into a deferred compensation and/or qualified retirement plan provided by the Town of Dundee. Employee will, to the extent permitted, be vested immediately upon approval of this Agreement as to any monies paid into such deferred compensation and/or qualified retirement plan provided by the Town of Dundee.

### **Section 10: General Business Expenses**

A. Employer agrees to budget for and to pay for professional dues of the International City and County Manager's Association and the Florida City and County Managers Association.

B. Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for the annual Florida City and County Managers Association Conference.

C. Employer recognizes that certain expenses of a non-personal but job-related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses. Employee shall be reimbursed in accordance with established Town travel policy.

D. The Employer shall provide Employee with a mobile communication device (i.e. smartphone) and pay for the costs of service for same.

### **Section 11. Employee Conduct**

Employee shall conduct Town business of any kind as set forth by the duly adopted Town of Dundee: Charter, Code of Ordinances to include the Land Development Regulations and the Comprehensive Plan, Personnel Policy and Procedure Manual. Failure to comply with this provision may result in action as set forth in Section 2A of this Agreement.

Employee is expected to conduct his or her private life in a manner so as to always favorably reflect upon the image of the Town of Dundee and its Commission. The Employee agrees to adhere to the highest levels of personal and professional integrity and agrees to abide by the International City Manager Association (ICMA) Code of Ethics.

### **Section 12. Moving and Relocation Expenses**

A. Employee currently resides outside the corporate boundaries of the Town of Dundee, Florida. Employee is not required to relocate from his or her current residence; however, in the event the Employee relocates from his or her current residence, Employee shall immediately establish residence within the corporate boundaries of the Town of Dundee, and thereafter Employee shall maintain residence within the corporate boundaries of the Town for all times that this Agreement is in effect.

B. Employer agrees to reimburse employee up to \$3,000.00 dollars for any expenses related to moving Employee and his or her family and personal property one time from his or her current residence located in \_\_\_\_\_, \_\_\_\_\_ to the Town of Dundee.

### **Section 13. Reduction of Benefits**

Employer shall not at anytime during the term of this Agreement reduce the salary, compensation of or other financial benefits of Employee unless mutually agreed upon by Employer and Employee.

### **Section 14: Bonding**

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

**Section 15: Other Terms and Conditions of Employment**

A. The Employer, only upon agreement with 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 conflict with the provisions of this Agreement, the Town Charter and Code of Ordinances, Town Personnel Policy and Procedure Manual, or any other law.

B. Except as otherwise provided in this Agreement, the Employee shall be entitled to the same level of benefits that are enjoyed by other employees of the Employer, not subject to collective bargaining agreements, as provided in the Town Charter, Code of Ordinances, Personnel Rules and Regulations or by practice.

**Section 16: Notices**

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

(1) EMPLOYER: Mayor  
Town of Dundee, Florida  
Post Office Box 1000  
202 East Main Street  
Dundee, Florida 33838

With a copy to (*which shall not constitute notice*):  
Frederick J. Murphy, Jr., Esquire  
Town Attorney  
Boswell & Dunlap LLP  
Post Office Drawer 30 (33831)  
245 South Central Avenue  
Bartow, Florida 33830

(2) EMPLOYEE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Alternatively, notice required pursuant to this Agreement may be personally served. Notice shall be deemed given as of the date of personal service or as of two (2) days after the date of deposit of such written notice in to the United States mail service.

**Section 17: Entire Agreement**

This Agreement shall constitute the entire agreement of the parties. No oral agreement or arrangement, including statements made at any Commission meetings, shall have any force and effect; provided, however, that amendment to a Town Ordinance or the Charter shall



automatically be incorporated into the terms and provisions of this Agreement after proper adoption by the Commission and/or law; and provided further, that this Agreement shall be binding upon and inure to the benefit of the heirs at law and personal representatives of Employee.

This Agreement shall become effective commencing \_\_\_\_\_, 2020 (the “Effective Date”), and shall remain effective for an indefinite term as set forth in §4.02(a) of the Town’s Charter. If any provision, or any portion hereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portions thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

**Section 18. Governing Law and Venue**

This Agreement shall be construed and interpreted in accordance with Florida law. Venue for any actions arising out of this Agreement shall be filed in the State Courts in and for Polk County, Florida or the United States District Court for the Middle District of Florida-Tampa Division.

IN WITNESS WHEREOF, THE TOWN OF DUNDEE, POLK COUNTY, FLORIDA, has caused this Agreement, to be signed and executed in its behalf by its Mayor, duly attested by the Town Clerk; and the Employee has signed and executed this Agreement, both in duplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**TOWN OF DUNDEE**

**“EMPLOYEE”**

\_\_\_\_\_  
Sam Pennant, Mayor

\_\_\_\_\_  
\_\_\_\_\_

Attest: \_\_\_\_\_  
Jenn Garcia, Town Clerk

Approved as to form and correctness:

\_\_\_\_\_  
Frederick J. Murphy, Jr., Town Attorney