

AGENDA
BUSHNELL CITY COUNCIL
SPECIAL MEETING
117 E. JOE P. STRICKLAND, JR. AVE.
APRIL 11, 2022
6:00 P.M.

CALL MEETING TO ORDER
INVOCATION
PLEDGE OF ALLEGIANCE
WELCOME

NEW BUSINESS

1. CONSIDERATION OF THE CITY ADMINISTRATOR CONTRACT.

ADJOURN

**CITY OF BUSHNELL
EMPLOYMENT AGREEMENT**

This EMPLOYMENT AGREEMENT (herein after “Agreement:”) is made and entered into as of the ____ day of April 2022, by and between the City of Bushnell, Florida, a Florida Municipal Corporation (hereinafter referred to as the “City”), and Adam A. Wilson (hereinafter referred to as the “Administrator”), (both the City and Administrator may hereinafter be jointly referred to as the (“Parties”).

WHEREAS, the City Council of the City of Bushnell, Florida, pursuant to the Constitution of the State of Florida, the Charter of the City of Bushnell, and in accord with home rule powers has the governmental, corporate, and proprietary powers to enable the City Council to conduct municipal government, perform municipal functions, render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law, and

WHEREAS, pursuant to the powers of the City, as herein recited, has the power to enter into contracts for services that are necessary, appropriate, and convenient to facilitate the operation and function of the City; and

WHEREAS, the City desires to employ an individual to oversee, coordinate, and enable the delivery of municipal services to the citizens of the City of Bushnell, Florida.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the covenants, promises, and obligations as set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

TERM

1. The effective date of this Agreement and the commencement date of the Administrator’s employment with the City shall be the 25th day of April, 2022, and end on the 24th day of April, 2023, (for a term of 365 days) unless terminated sooner pursuant to terms and conditions of this Agreement. At the end of the expiration of the full Term of this Agreement (365 days), the City and the Administrator may agree to further and different future employment of the Administrator with the City. Negotiations for further and future employment of the Administrator may be entered into and consummated at any time during the Term of this Agreement. The commencement date of the Administrator’s employment and the effective date of this Agreement may be earlier than the 25th day of April 2022, if the Administrator becomes available for employment at an earlier date and the Administrator elects to commence employment at such earlier date.

DUTIES AND AUTHORITY

2. (a) Duties: The Administrator’s duties are broad and encompassing of all functions necessary and appropriate to the City’s delivery of municipal functions and services. The Administrator shall perform the duties specified in this Agreement, as well as carry out the policies, procedures, and directives set forth in the City’s Charter, including ordinances, administrative

rules, and manuals of the City. The Administrator shall perform and carry out such other duties as the City Council of the City of Bushnell shall direct and assign the Administrator to perform from time-to-time. In addition, the Administrator shall be responsible for the management, supervision, delivery, and administration of all City services and functions, including, but not limited to:

1. Preparation and presentation of an annual budget;
2. The Electric Utility;
3. Sanitary Services;
4. Wastewater and Water;
5. City Streets;
6. Parks and Recreation;
7. City buildings, structures, lands, facilities, and equipment;
8. City employees and personnel;
9. Administration of City contracts and agreements;
10. Purchasing;
11. Audits;
12. City Retirement plans and functions;
13. Fully advise the City Council of the financial condition and needs of the City;
14. Advise and make recommendations to the City Council concerning the affairs of the City as the Administrator deems prudent and desirable.

(b) Authority: The Administrator shall have the authority, upon the advice of the Department Head, or appropriate Department Supervisor, to appoint, suspend, demote, discipline, or dismiss any City employee holding a position with the City below a Department Head or Department Supervisor. The City Administrator shall also have the authority to recommend to the City Council the suspension or discipline of any Department Head or Department Supervisor with good reason. The authority to terminate, suspend, or discipline a Department Head or Department Supervisor shall be the exclusive right of the City Council. Any suspension, discipline, or dismissal of any City employee shall be in compliance with the personnel rules of the City of Bushnell and the City's Charter. The City Administrator shall have the authority to direct and supervise the administration of all departments of the City except the Office of City Clerk. The City Administrator shall attend all Council meetings unless excused by the Mayor, or the Mayor's designee.

COMPENSATION

3. City agrees to pay Administrator an annual base salary of **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, payable bi-weekly per the standard payroll schedule for the City of Bushnell.

(a) Adjustments: This Agreement may be amended to reflect any salary adjustments that may be agreed upon by the City Council.

(b) Benefits: The City agrees to provide the Administrator all standard benefits available to the other full-time employees of the City of Bushnell.

(c) Accruals: The Administrator shall accrue medical leave and annual leave at the rate approved by the City Council of the City of Bushnell.

(d) Cell Phone: The City will provide the Administrator with a City cell phone or a cell phone allowance in addition to the Administrator salary.

(e) Retirement: The City agrees to make all appropriate contributions for the Administrator's behalf to the Florida League of Cities retirement plan as established with the City of Bushnell.

GENERAL BUSINESS EXPENSES

4. (a) City agrees to budget for and to pay for professional dues and subscriptions of the Administrator necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Administrator's continued professional participation, growth, and advancement, and for the good of the City.

(b) City agrees to budget for and to pay for travel (outside of Sumter County) and subsistence expenses of Administrator for professional and official travel, meetings, and occasions to adequately continue the professional development of the Administrator and to pursue necessary official functions for the City, including but not limited to the ICMA888 Annual Conference, ICMA Certification, the State League of Cities, and such other national, regional, state, and local government groups and committees in which Administrator services as a member, when such expenses are authorized in advance by the Mayor.

(c) City agrees to budget for travel (outside of Sumter County) and subsistence expenses of the Administrator for short courses, institutes, and seminars that are necessary for the Administrator's professional development and for the good of the City.

(d) City recognizes that certain expenses of a non-personal but job-related nature are incurred by Administrator for the benefit of the City, and City agrees to reimburse or to pay said general expenses, when authorized by the Mayor.

(e) The City acknowledges the value of having the Administrator participate and be directly involved in local civic clubs or organizations. Accordingly, City shall pay for the reasonable membership fees and/or dues to enable the Administrator to become an active member in local civic clubs or organizations in Sumter County.

TERMINATION

5. For the purpose of this Agreement, termination shall occur when:

(a) The majority of the City Council of the City of Bushnell (by a 3 to 2 vote) shall decide to terminate the Administrator’s employment with the City, with or without cause.

(b) If the City, citizens, or legislature acts to amend any provisions of the Charter or Code of Ordinances pertaining to the role, powers, duties, authority, or responsibilities of the Administrator's position that substantially changes the form of government, either the Administrator or the City shall have the right to declare that such amendments constitute termination.

(c) If the City reduces the base salary, compensation or any other financial benefit of the Administrator, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as a termination.

(d) If and when the Administrator decides to resign and terminate this Agreement, with or without cause, then this Agreement shall terminate, as of the effective date of such resignation.

SEVERANCE

6. Severance shall be paid to the Administrator when employment is terminated as herein after provided:

(a) If the Administrator is terminated by the City, the City shall provide a severance payment (subject to the “Termination for Misconduct” provision set forth below), at the then current rate of pay, based upon the phased in schedule as follows (this includes any accrued leave, retirement contributions that would have accrued during the time period worked):

During the first 90 days of employment	2 weeks salary
Between 91 and 180 days of employment	3 weeks salary
Between 181 and 365 days of employment	4 weeks salary

(b) This severance pay shall be paid in bi-weekly installments including accrued benefits. A lump sum payment may be authorized if agreed to by the City and requested by the Administrator.

TERMINATION FOR MISCONDUCT

7. (a) If the Administrator is terminated for misconduct, as defined in Florida Statutes, Section 443.036(29), as presently constituted or hereafter enacted, or is terminated for cause, then the City shall not pay Severance as provided above. For purposes of this Agreement, "termination for cause" shall mean the failure of the Administrator to perform a duty or duties as set out in this Agreement, including but not limited to, mismanagement, malfeasance, nonfeasance, or misfeasance of any City business, affair or matter, the Administrator engaging in conduct or an activity that is unbecoming of an employee of the City, the Administrator engaging in an activity that involves a felony, or a crime of moral turpitude.

(b) The determination of whether a cause for termination exists shall be at the sole and absolute discretion of the City Council.

RESIGNATION

8. In the event that the Administrator voluntarily resigns his position with the City, the Administrator shall provide a minimum of sixty (60) days' notice unless the parties agree otherwise. Administrator shall be entitled to all accrued leave and benefits to be paid on a bi-weekly base.

PERFORMANCE EVALUATION

9. City shall review the performance of the Administrator after six (6) months of employment during the term of this Agreement.

HOURS OF WORK

10. It is recognized that the Administrator must devote a great deal of time outside the normal office hours on business for the City, and to that end Administrator shall be allowed to establish an appropriate work schedule that permits and affords the Administrator ample time to carry out the Administrator's duties, but at a minimum the Administrator shall work an eight (8) am to five (5) pm normal work schedule.

OUTSIDE ACTIVITIES

11. The employment provided by this Agreement shall be the Administrator's sole employment. Recognizing that certain outside opportunities provide indirect benefits to the City and the community; the Administrator may elect to accept limited opportunities with the understanding that such arrangements shall not interference with nor be a conflict of interest with his responsibilities under this Agreement.

RESIDENCE IN BUSHNELL

12. The Administrator agrees to establish residence within the greater Bushnell areas as defined by the ISBA (Interlocal Service Boundary Agreement) within 12 months of employment,

and thereafter to maintain his residence within the greater Bushnell area during employment with the City.

NOTICES

13. Notice pursuant to this Agreement shall be given by United States Postal Service mail, hand delivery, or such other means as will ensure delivery of the notice. Notice shall be given to the following addresses and recipients:

TO CITY: City of Bushnell
Att: Mayor
117 E Joe P Strickland Jr Ave
Bushnell, Florida 33513

TO ADMINISTRATOR: Adam A. Wilson
27111 Nostalgia Drive
Leesburg, Florida 34748

Or as may be updated and maintained in the files at the City of Bushnell.

ENTIRE AGREEMENT AND MODIFICATIONS

14. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made by any party or any employee, officer, or agent of any party, which is not contained in this Agreement, shall be binding or valid. Any modification of this Agreement must be in writing and signed by the parties.

BINDING EFFECT

15. This Agreement shall be binding upon the parties hereto, their heirs, successors, and assigns.

LEGAL CONSTRUCTION

16. No partial invalidity of this Agreement shall affect the remainder. This Agreement shall be governed by and construed in accordance with the laws of Florida.

VENUE

17. Venue for any action taken to enforce or interpret provisions of this Agreement shall be Sumter County, Florida.

LEGAL PROCEEDINGS

18. If any legal action, including action in appellant proceedings or bankruptcy, is brought by either party for enforcement of this Agreement, it is expressly agreed that the prevailing party shall be entitled to recover from the other reasonable attorney fees and costs incurred.

CONTINGENCY

19. The Administrator understands and agrees that this Agreement and the Administrator's continued employment with the City is contingent upon a full background check and screening, including a credit report and evaluation for financial worthiness. In addition to a background check, the Administrator agrees to submit to a full screen drug test. The determination of whether either the Administrator's background check, credit report, or drug screen is acceptable for employment with the City shall be the exclusive prerogative and sole discretion of the City Council. A determination by the City Council that the results of either the Administrator's background check, credit report, or drug screen is unacceptable for employment with the City shall be reason for the termination of the Administrator's employment for cause as provided in this Agreement.

CITY OF BUSHNELL

ADMINISTRATOR

Bil Spaude
Mayor, City of Bushnell

Adam A. Wilson

Date: _____

Date: _____