



## VILLAGE OF PALMETTO BAY

Mayor Karyn Cunningham  
Vice Mayor John DuBois  
Council Member Patrick Fiore (Seat 1)  
Council Member David Singer (Seat 2)  
Council Member Marsha Matson (Seat 3)

Interim Village Manager Gregory Truitt  
Village Attorney John Dellagloria  
Village Clerk Missy Arocha

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter, or hearing impaired to participate in this proceeding should contact the Village Clerk at (305) 259-1234 for assistance no later than four days prior to the meeting.

---

### **AGENDA**

## **SPECIAL VILLAGE COUNCIL MEETING**

### **MONDAY, FEBRUARY 24, 2020 – 6:30 PM**

#### **(PRIOR TO THE ZONING HEARING)**

Village Hall Chambers, 9705 E. Hibiscus Street  
(305) 259-1234

---

1. **CALL TO ORDER, ROLL CALL, INVOCATION, PLEDGE OF ALLEGIANCE, DECORUM STATEMENT, IN THAT ORDER:** Any person making impertinent or slanderous remarks, or who becomes boisterous, while addressing the Council may be barred from further appearance before the Council by the Mayor, unless permission to continue or again address the Council is granted by a majority vote of the Council. Applauding speakers shall be discouraged. Heckling or verbal outbursts in support or opposition to a speaker, or his or her remarks, shall be prohibited. No signs or placards shall be allowed in the Council meeting. Persons exiting the Council meeting shall do so quietly. All cellular telephones and beepers are to be silenced during the meeting.
2. **REQUESTS, PETITIONS AND PUBLIC COMMENTS**
3. **RESOLUTION WITH PUBLIC COMMENT**
  - A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AUTHORIZING AN EXTENSION OF THE EMPLOYMENT AGREEMENT OF GREGORY TRUITT, INTERIM VILLAGE MANAGER FOR THE VILLAGE OF PALMETTO BAY; AND PROVIDING AN EFFECTIVE DATE.  
*(Sponsored by Village Attorney John C. Dellagloria and Village Clerk Missy Arocha)*

**4. COUNCIL COMMENTS**

**5. NEXT MEETING AND ADJOURNMENT**

---

WE, THE VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, HEREBY COMMIT OURSELVES TO MAINTAINING CIVILITY IN OUR PUBLIC AND POLITICAL DISCOURSE AND PLEDGE TO THE FOLLOWING PRINCIPLES:

- We will respect the right of all citizens in our community to hold different opinions;
- We will avoid rhetoric intended to humiliate or question the wisdom of those whose opinions are different from ours;
- We will strive to understand differing perspectives;
- We will choose our words carefully;
- We will speak truthfully without accusation and we will avoid distortion;
- We will speak out against violence, prejudice, and incivility in all of their forms, whenever and wherever they occur.

---

PURSUANT TO FLORIDA STATUTES 286.0105, THE VILLAGE HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

---





## EMPLOYMENT AGREEMENT FOR THE APPOINTMENT OF GREGORY TRUITT AS INTERIM VILLAGE MANAGER FOR THE VILLAGE OF PALMETTO BAY, FLORIDA

This Employment Agreement is made as of the 6<sup>th</sup> day of December, 2019, by and between Gregory Truitt ("Truitt") and the Village of Palmetto Bay, Florida ("Village") to establish all terms and conditions of the appointment of Truitt as Interim Village Manager.

Whereas, the current Village Manager is retiring from the position as of January 15th, 2020; and

Whereas, until the Village Council ("Council") ultimately appoints a permanent Village Manager, Truitt, as an Interim Village Manager, will serve to both assist the current Manager and serve to help in the transition to a permanent Manager.

Now Therefore, Truitt and the Village agree to following terms and conditions:

1. **TERM** : (a) The initial term of this Agreement will commence upon execution and run through and including February 28, 2020.

(b) Should a new permanent Manager not be appointed by the Council by that time, this Agreement may be extended by the parties on a month-to-month basis until a permanent appointment is made.

2. **COMPENSATION**: (a) During the initial term above, Truitt shall receive compensation based on a salary of Eighty-Thousand Dollars (\$80,000) per annum beginning on the start date until January 15, 2020, prorated for the time served as Interim Manager; and then, as of January 16, 2020, the amount will be increased to One Hundred Sixty Thousand Dollars (\$160,000) per annum, prorated for the time served from January 16, 2020 to the end of his term as Interim Village Manager.

(b) In addition to the above, Truitt will receive: (i) a car allowance of Two Hundred Fifty Dollars (\$250.00) per month; (ii) the Village shall reimburse 100% Truitt for his personal cell-phone upon payment documentation to be submitted to the Village; (iii) Truitt shall be entitled to paid leave as other Charter Officers.<sup>1</sup>

---

<sup>1</sup> Truitt has advised that he will be absent from the Village for four (4) days at the end of February, and any accumulated time will be used for that period.



**3. Responsibilities:** The responsibilities and limitations regarding the position of Interim Manager are as follows:

A. Truitt shall assist the current Manager as requested, and shall attend all meetings held by the Manager, the Council and, as directed by the Manager, staff, committee, board and task force meetings during his Interim service through January 15, 2020.

B. Truitt recognizes that as Interim Village Manager, the current Manager is still in charge of all administrative actions and decisions during his remaining time in office. In the event of a major disagreement between them, the matter shall be brought before the Council for resolution.

C. Upon the end of the current Manager's tenure, and in the event that the Council extends the Agreement, Truitt will have, with the exception below, the authority to exercise all Powers and Duties contained in Section 3.3 of the Village Charter, attached as Exhibit "1".

D. The only exception to the powers and duties of the Village Manager contained in the Charter is that as Interim Manager, Truitt shall not dismiss any Department Head without Council approval, until January 16, 2020.

**4. Council Voting Requirements:** (i) This Agreement shall require the passage by a majority vote of the Council.

(ii) Any month-to month extensions of Truitt continuing to serve as Interim Manager shall require a majority vote of the Council.

(iii) A request by Truitt to allow for him to apply for the position as permanent Village Manager shall require five (5) affirmative votes Council.

(iv) It shall require a unanimous 5-0 vote to appoint Truitt as permanent Village Manager.

**5. Indemnity, Bond:** Truitt shall be entitled to all rights provided to all personnel of the Village in the proper performance of his duties as Interim Village manager. Truitt shall furnish a surety bond to be approved by the Council, and in such amount as the Council may fix, with the bond conditioned on the faithful performance of his duties. The premium of the bond shall be paid by the Village.

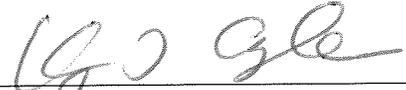
DDS

**6. Full-Time Service:** Truitt shall provide full-time services to the Village during his tenure and the Interim Manager and shall have no outside employment; however, all current business holdings and positions may be maintained during the term(s) of this Agreement.

**7. Integration:** This Agreement incorporates all communications, and terms and conditions of the negotiations of the parties and any amendment to this Agreement must be in writing and approved by a majority vote of the Village Council.

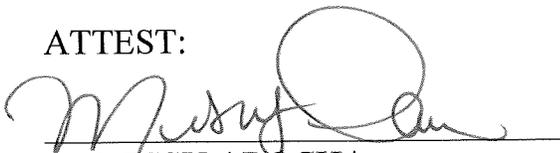
THE REMAINDER OF THIS PAGE IS LEFT BLANK

VILLAGE OF PALMETTO BAY

BY   
KARYN CUNNINGHAM  
MAYOR

  
GREGORY TRUITT

ATTEST:

  
MISSY AROCHA  
CITY CLERK

  
DONALD D. SLESNICK, ESQ.  
COUNSEL FOR GREGORY TRUITT

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

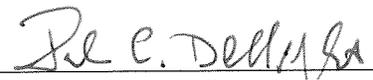
  
JOHN C. DELLAGLORIA  
VILLAGE ATTORNEY





Exhibit "1"

**Section 3.3 of the Village Charter: Powers and Duties of the Village Manager**

The Manager shall:

- 1) Be responsible for the appointing, hiring, promoting, supervising and removing of all Village employees, except the Village Attorney and the Village Clerk. However, the Village Manager may not appoint any department director without first obtaining majority approval of the Council.
- 2) Direct and supervise the administration of all departments and offices but not Village boards or committees, unless so directed by the Council from time to time;
- 3) Attend Council meetings and have the right to take part in discussion but not the right to vote;
- 4) Ensure that all laws, provisions of this Charter and directives of the Council, subject to enforcement and/or administration by him/her or by employees subject to his/her direction and supervision, are faithfully executed;
- 5) Prepare and submit to the Council a proposed annual budget and capital program;
- 6) Submit to the Council and make available to the public an annual report on the finances and administrative activities of the Village as of the end of each fiscal year;
- 7) Prepare such other reports as the Council may require concerning the operations of Village departments, offices, boards and agencies;
- 8) Keep the Council fully advised as to the financial condition and future needs of the Village and make such recommendations to the Council concerning the affairs of the Village as s/he deems to be in the best interests of the Village;
- 9) Execute contracts and other documents on behalf of the Village as authorized by the Council;
- 10) Perform such other duties as are specified in this Charter or as may be required by the Council; and
- 11) Pursue the collection of all allowable fees and taxes and maximize financial reserves as is necessary to sustain the Village and the service levels requested by the citizenry. Periodically compare fee structure to similarly sized municipalities to ensure fair and appropriate pricing.