



MINUTES
SPECIAL WORKSHOP CITY COUNCIL MEETING
FEBRUARY 9, 2004 AT 6:00 P.M.
CITY HALL, 116 FIRST STREET
NEPTUNE BEACH, FLORIDA

Pursuant to proper notice a Special Workshop Meeting of the City Council of the City of Neptune Beach was held February 9, 2004, at 6:00 p.m., in the Council Chambers, City Hall, 116 First Street, Neptune Beach, Florida.

Attendance

IN ATTENDANCE:

Mayor Richard A. Brown
Vice Mayor James Gilbert
Councilor Harriet Pruette
Councilor Larry Shealy
Councilor John Weldon
City Attorney Christopher White
Interim City Manager & Public Safety Director William Brandt
Interim Assistant City Manager & City Clerk Lisa Volpe, CMC

STAFF:

Community Development Director Jason Cleghorn
Assistant to the City Manager Terry Klein
Assistant to the Building Official Piper Turner
Director of Finance Steve Ramsey
Deputy City Clerk Karla Strait, CMC

Order Call

Mayor Brown called the special workshop meeting to order at 6:00 p.m. and announced the purpose of the meeting was to negotiate a contract with James Jarboe for the position of City Manager.

City Manager
Contract

CITY MANAGER CONTRACT NEGOTIATION: Mayor Brown asked City Attorney White to comment on the structure of the contract.

City Attorney White explained the contract was a form contract provided by the International City Manager's Association. It was up to the Council to determine the terms of salary and benefits.

Councilor Pruette stated according to the Florida League of Cities salary survey the minimum salary for a city manager in a city with a population of less than 10,000 was \$63,321 and the maximum was \$68,617. The \$80,000 proposed salary was 26% above the average. She asked Council to consider making the following changes to Mr. Jarboe's proposal:

- Section 2.A. Term: Change February 16, 2009 to February 16, 2007.
- Section 2. B. Term: Change the written notice from 180 days to 90 days.
- Section 3.1. Suspension: Strike the word "employee".

- Section 4.A. Termination and Severance Pay: Change from 6 months to 3 months.
- Section 7 Salary: Change annual base salary from \$80,000 to \$73,386 and change the minimum of 5% base salary increase to 3%.
- Section 8.B. Performance Evaluation: Change from each year to each fiscal year.
- Section 12.A. Vacation, Sick, and Military Leave: Change accrual of leave time from being accrued by general employees of Employer with 10 to 15 years of continual full time service to being accrued by general employees with beginning full time service.
- Section 14. Retirement: Change contribution amount of deferred compensation plan from 10% to 7%.

If those changes were made the contract would remain the same as past City Manager Richard Linn's contract with a 5% increase in salary.

Mayor Brown felt the \$80,000 salary and terms of the proposed contract were fair. He stated the other top candidates had requested a higher salary.

Councilor Shealy stated he was comfortable with the conditions of Mr. Jarboe's proposed contract. He felt \$80,000 was a fair salary for someone with Mr. Jarboe's experience.

Mayor Brown stated he worked with Mr. Jarboe on the Jacksonville City Council and his relationship with the county would benefit the city.

Vice Mayor Gilbert felt Mr. Jarboe deserved a salary of \$80,000 because of his experience. He was willing to accept the proposed contract.

Councilor Weldon stated he was not concerned with the format of the contract but he felt the terms should be reviewed in detail. In his opinion it would be irresponsible for the Council to give Mr. Jarboe everything he asked for in the contract and he felt Mr. Jarboe did not expect to get everything he requested. He agreed with the \$80,000 salary but suggested the following changes be made to the contract:

- He agreed the written notice should be 90 days in lieu of 180 days.
- The termination severance pay should be 3 months in lieu of 6 months.
- The salary increases should not be guaranteed they should be subject to review.
- Outside activities 10 hours a month

Councilor Weldon also felt a whole life insurance policy in the amount equal to the annual gross salary was an expensive proposition. The deferred compensation should be reviewed in a year. He felt professional development and club memberships should be limited and subject to Council approval.

Mayor Brown stated he would like the new City Manager to be involved the community. He would also expect him to manage his time and curtail club memberships.

Councilor Shealy stated the verbiage in the contract regarding club memberships was exactly the same as the previous City Manager's contract.

Councilor Pruette stated \$115,184 was a lot of money for a city of this size to pay for a city manager.

Councilor Shealy asked Councilor Pruette how she came up with the \$115,184 figure.

Councilor Pruette stated she asked Director of Finance Steve Ramsey to compare the differences between the previous city manager contract and the proposed new city

manager contract including salary and total cost of added benefits. The total amount of the proposed contract including benefits amounted to \$115,184. She added that Mr. Jarboe was also asking for a 5 year contract in lieu of a 3 year contract.

Mayor Brown stated the contract could be terminated at any time given written notice. City Attorney Chris White added the city manager could always be terminated but the city would have to pay him severance.

Moved by Weldon.

Motion: **APPROVE THE CONTRACT THAT WAS SUBMITTED WITH THE FOLLOWING CHANGES: 1) THE TERM IN SECTION 2-B BE REDUCED FROM 180 DAYS TO 90 DAYS, 2) THE TERMINATION AND SEVERANCE PAY IN SECTION 4 BE LIMITED TO 3 MONTHS RATHER THAN 6 MONTHS, AND 3) SECTION 7, SALARY THAT THERE ARE NO AUTOMATIC PAY RAISES, THEY ARE AVAILABLE ONLY SUBJECT TO ANNUAL REVIEWS.**

MOTION DIED FOR LACK OF A SECOND

Moved by Shealy, seconded by Gilbert.

Motion: **TO APPROVE THE CONTRACT AS SUBMITTED.**

Councilor Weldon commented that the other three council members continued to ignore himself and Councilor Pruette. He was concerned that if a pattern were created it would not benefit anyone. He added that he would appreciate a little more cooperation from the three council members.

Councilor Pruette stated she had received many telephone calls from citizens who had lost confidence in the elected officials.

Councilor Shealy stated the three council members disagreeing with Councilor Weldon and Councilor Pruette was only in one instance. He felt hiring Mr. Jarboe was a good opportunity for the city. He added the telephone calls he had received from citizens were positive.

Councilor Weldon stated contracts were negotiated all the time and he felt the Council should negotiate the details.

Mayor Brown stated he did not think the contract was unreasonable.

Councilor Pruette stated there had been no negotiating, the majority of the Council gave Mr. Jarboe everything he asked for in the proposed contract and the citizens would have to pay for it.

Mayor Brown asked City Clerk Lisa Volpe to call the roll on the motion to approve the contract as submitted.

Roll Call Vote:

Ayes: 3 – Gilbert, Shealy, Brown

Noes: 2 – Pruette, Weldon

MOTION CARRIED

Mayor Brown asked when the contract would be become effective. Interim City Manager

Chief Brandt stated Mr. Jarboe would begin work for the city on February 17, 2004.

Adjournment

There being no further business, the meeting adjourned at 6:35 p.m.

Richard Brown, Mayor

ATTEST:

Lisa Volpe, CMC, City Clerk

Approved: _____