

**RESOLUTION R-21-031**

**A RESOLUTION OF THE MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING COUNTY ADMINISTRATION; APPOINTING AN ACTING COUNTY ADMINISTRATOR; PROVIDING FOR THE AUTHORITY OF THE ACTING COUNTY ADMINISTRATOR; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Sections 125.73 and 125.74, Florida Statutes (the "Act"), and Article II of Chapter 2-2 of the Manatee County Code of Laws (the "Code"), the current County Administrator, Cheri Coryea, has served as County Administrator of the County since June 2019; and

**WHEREAS**, Ms. Coryea has entered into an agreement with the County to end her service as County Administrator, effective as of February 23, 2021; and

**WHEREAS**, Karen Stewart currently serves as Deputy County Administrator of the County, and is qualified to serve as Acting County Administrator pursuant to Section 125.73(4) of the Act and Section 2-2-22(b) of the Code; and

**WHEREAS**, pursuant to Section 125.73(4) of the Act and Section 2-2-22(b) of the Code, the Board wishes to appoint Karen Stewart as Acting County Administrator as provided in this Resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS AS FOLLOWS:**

**SECTION 1. FINDINGS.** The findings contained in the recitals above are true and correct.

**SECTION 2. APPOINTMENT OF ACTING COUNTY ADMINISTRATOR.** Karen Stewart is hereby appointed as Acting County Administrator, subject to the following provisions:

- A. Duration: The appointment of Karen Stewart shall commence on the effective date of this Resolution (February 23, 2021) and shall expire on the earlier of (i) close of business on March 23, 2021, or (ii) the effective date of the appointment of a permanent County Administrator or a replacement Acting County Administrator by resolution of the Board.
- B. Employment Status: While serving as Acting County Administrator, Karen Stewart will continue to be employed by the County as a Deputy County Administrator, with the status of an at-will employee of the County and her current compensation and employment benefits, as governed by the County's

employment policies and procedures. Upon the appointment of a permanent County Administrator or a replacement Acting County Administrator, or the removal Karen Stewart from the position of Acting County Administrator for any other reason, Ms. Stewart shall continue to serve in the position of Deputy County Administrator.

### **SECTION 3. AUTHORITY OF ACTING COUNTY ADMINISTRATOR.**

- A. Legal Authority: The Acting County Administrator shall carry out all functions, powers and duties assigned to the position of County Administrator pursuant to the Act, the general laws of Florida, and other applicable legislation, including without limitation all other statutes, codes, the County's Comprehensive Plan, and all resolutions, policies and procedures of the County. All delegations of responsibility and authority to the office of the County Administrator made by the Board prior to the adoption of this Resolution shall remain in full force and effect for the Acting County Administrator during the term of her appointment unless expressly modified or rescinded by the Board.
- B. Administration: The Acting County Administrator shall carry out all functions necessary to serve as the administrative head of the County and shall be responsible for the administration of all departments of the County which the Board has authority to control pursuant to the provisions of law set forth in subsection 3.A, above, as the chief administrative official of the County. Such duties and authority shall also include the administration of contracts legally approved and entered into by the County prior to or after the adoption of this Resolution.
- C. Subject to Authority of Board: The authority granted to the Acting County Administrator pursuant to this Resolution shall not be construed to diminish the authority of the Board as the governing board of the County, or to expand the authority of the Acting County Administrator beyond the authority customarily assigned to the County Administrator, or to otherwise delegate to the Acting County Administrator powers, duties or authority reserved to the Board pursuant to applicable law. In any instance when the provisions of law described in subsection 3.A, above, require the County Administrator to obtain the approval or confirmation of the Board for any decision or appointment, the Acting County Administrator shall be subject to such requirement to obtain such approval or confirmation. The Acting County Administrator shall provide regular reports to the Board of the decisions and actions taken pursuant to this Resolution.

**SECTION 4. SEVERABILITY.** If any section, sentence, clause or other provision of this Resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses or provisions of this Resolution.





Board of County Commissioners  
February 23, 2021 - Regular Meeting

**SUBJECT**

2:45 P.M. TIME CERTAIN - ADOPTION OF RESOLUTION R-21-031 APPOINTING CHARLES HINES  
ACTING COUNTY ADMINISTRATOR

**REVISED** Resolution R-21-031, appointing  
**Karen Stewart** as Acting County Administrator  
approved in Open Session 2/23/21  
Manatee County  
Board of County Commissioners

**Category**

REGULAR

**Briefings**

Briefing Provided on 02/22/2021

**Contact and/or Presenter Information**

William E. Clague, County Attorney

**Action Requested** **REVISED**

I move to adopt Resolution R-21-031 appointing ~~Charles Hines Acting County Administrator~~

**Enabling/Regulating Authority**

Part III, Chapter 125, Florida Statutes; Chapter 2-2, Manatee County Code of Ordinances

**Background Discussion**

**\*\*Date should be 2/9/21**

At its regular meeting of Tuesday, November 9, 2021, the Board directed the County Attorney to negotiate an Employment Contract with Charles Hines to appoint him as Acting County Administrator.

If adopted by the Board, Resolution R-21-031 and its exhibit, the Employment Contract, will appoint Mr. Hines to the position of Acting County Administrator.

**Attorney Review**

Other (Requires explanation in field below)

**Other (if applicable)**

This is a County Attorney item.

**Reviewing Attorney**

Clague

**Instructions to Board Records**

Please provide an executed copy of Resolution R-21-031, and executed original of Employment Contract to County Attorney William Clague.

Also to: Melinda Dunnam, L. Stephens 2/25/21, RT

**Cost and Funds Source Account Number and Name**

**Amount and Frequency of Recurring Costs**

**RESOLUTION R-21-031**

**A RESOLUTION OF THE MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING COUNTY ADMINISTRATION; APPOINTING AN ACTING COUNTY ADMINISTRATOR; PROVIDING FOR THE AUTHORITY OF THE ACTING COUNTY ADMINISTRATOR; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Sections 125.73 and 125.74, Florida Statutes (the "Act"), and Article II of Chapter 2-2 of the Manatee County Code of Laws (the "Code"), the current County Administrator, Cheri Coryea, has served as County Administrator of the County since June 2019; and

**WHEREAS**, Ms. Coryea has entered into an agreement with the County to end her service as County Administrator, effective as of February 23, 2021; and

**WHEREAS**, Charles Hines is qualified to serve as Acting County Administrator pursuant to Section 125.73(4) of the Act and Section 2-2-22(b) of the Code; and

**WHEREAS**, pursuant to Section 125.73(4) of the Act and Section 2-2-22(b) of the Code, the Board wishes to appoint Charles Hines as Acting County Administrator as provided in this Resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS AS FOLLOWS:**

**SECTION 1. FINDINGS.** The findings contained in the recitals above are true and correct.

**SECTION 2. APPOINTMENT OF ACTING COUNTY ADMINISTRATOR.** Charles Hines is hereby appointed as Acting County Administrator, subject to the following provisions:

- A. Duration: The appointment of Charles Hines shall commence on the effective date of this Resolution (February 23, 2021) and shall expire on the earlier of (i) the expiration or termination of the Contract approved pursuant to Section 2.B, or (iii) the effective date of the appointment of a permanent County Administrator or a replacement Acting County Administrator by resolution of the Board.
- B. Contract; Compensation: The appointment of Charles Hines as Acting County Administrator shall be memorialized in, and governed by, a written contract between the County and Mr. Hines substantially in the form attached hereto as Exhibit "A" (the "Contract"). The compensation of Mr. Hines while

serving as Acting County Administrator shall be provided for in such Contract. The Chairperson of the Board of County Commissioners is hereby authorized and directed to execute and deliver the Contract, substantially in the form attached hereto, with such insubstantial changes, insertions and omissions, and such exhibits thereto, as may be approved by the Chairperson, the execution thereof being conclusive evidence of such approval.

### **SECTION 3. AUTHORITY OF ACTING COUNTY ADMINISTRATOR.**

- A. Legal Authority: The Acting County Administrator shall carry out all functions, powers and duties assigned to the position of County Administrator pursuant to the Act, the general laws of Florida, and other applicable legislation, including without limitation all other statutes, codes, the County's Comprehensive Plan, and all resolutions, policies and procedures of the County. All delegations of responsibility and authority to the office of the County Administrator made by the Board prior to the adoption of this Resolution shall remain in full force and effect for the Acting County Administrator during the term of his appointment unless expressly modified or rescinded by the Board.
- B. Administration: The Acting County Administrator shall carry out all functions necessary to serve as the administrative head of the County and shall be responsible for the administration of all departments of the County which the Board has authority to control pursuant to the provisions of law set forth in subsection 3.A, above, as the chief administrative official of the County. Such duties and authority shall also include the administration of contracts legally approved and entered into by the County prior to or after the adoption of this Resolution.
- C. Subject to Authority of Board: The authority granted to the Acting County Administrator pursuant to this Resolution shall not be construed to diminish the authority of the Board as the governing board of the County, or to expand the authority of the Acting County Administrator beyond the authority customarily assigned to the County Administrator, or to otherwise delegate to the Acting County Administrator powers, duties or authority reserved to the Board pursuant to applicable law. In any instance when the provisions of law described in subsection 3.A, above, require the County Administrator to obtain the approval or confirmation of the Board for any decision or appointment, the Acting County Administrator shall be subject to such requirement to obtain such approval or confirmation. The Acting County Administrator shall provide regular reports to the Board of the decisions and actions taken pursuant to this Resolution.

**SECTION 4. SEVERABILITY.** If any section, sentence, clause or other provision of this Resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to

render invalid or unconstitutional the remaining sections, sentences, clauses or provisions of this Resolution.

**SECTION 5. EFFECTIVE DATE.** This Resolution shall take effect upon adoption.

**ADOPTED WITH A QUORUM PRESENT AND VOTING THIS THE 23<sup>rd</sup> DAY OF FEBRUARY 2021.**

BOARD OF COUNTY COMMISSIONERS OF  
MANATEE COUNTY, FLORIDA

By: \_\_\_\_\_  
Chairperson

ATTEST: ANGELINA M. COLONNESO  
CLERK OF THE CIRCUIT COURT  
AND COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

**REVISED/REPLACED**



**Exhibit "A"**  
**Form of Employment Contract for Acting County Administrator**

**EMPLOYMENT CONTRACT**  
**CHARLES HINES**

This Employment Contract ("Contract") is made and entered into this 23<sup>rd</sup> day of February, 2021, by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," and **CHARLES HINES**, hereinafter referred to as the "ACTING ADMINISTRATOR."

**WHEREAS**, Florida Statutes § 125.73 and Manatee County Code § 2-2-22, as may hereafter be amended or renumbered, provide for the appointment, by Contract, of a County Administrator by the Board of County Commissioners ("BOARD"); and

**WHEREAS**, the ACTING ADMINISTRATOR shall serve commencing February 23, 2021, and shall receive all the benefits provided herein for so long as he remains the ACTING ADMINISTRATOR for Manatee County.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained, the parties agree to the following terms and conditions:

**SECTION I – DUTIES and POWERS**

COUNTY employs the ACTING ADMINISTRATOR with the powers, duties and responsibilities set forth and applicable by the laws of the state of Florida and the laws and policies of the County, including but not limited to the powers enumerated in Florida Statutes § 125.74 and Manatee County Code § 2-2-23, as same may hereafter be amended or renumbered, and such other legally permissible and proper duties and functions as the BOARD shall from time to time assign.

**SECTION II – TERMS OF SERVICE/RENEWAL/SEPARATION/SEVERANCE**

A. Term: This Contract shall commence as of February 23, 2021 ("Effective Date") and shall terminate on November 1, 2021, unless extended pursuant to Section II.B.

B. Extension: The Board may, from time to time, extend this Contract by majority vote of the Board for such period or periods of time as provided by the Board.

C. Termination: Either party to this Contract may terminate this Contract with or without cause upon 45 days written notice to the other party.

### SECTION III – COMPENSATION

A. Base Salary:

1. The ACTING ADMINISTRATOR shall be paid a base annual salary of \$192,000.00, commencing on the Effective Date and payable in installments at the same time and in the same manner as applicable to regular full-time employees of the BOARD. In the event that the County exercises its right to terminate this Contract without cause pursuant to Section II.C, hereof, before November 1, 2021, the Acting Administrator shall be paid the remaining months of his salary paid pursuant to this Section.

2. To the extent the BOARD approves a general (cost of living) salary increase in any given budget year, the ACTING ADMINISTRATOR'S base annual salary will increase at the same time and at the same percentage rate as other county employees in his same pay class and service length. The ACTING ADMINISTRATOR is not eligible for any merit pay or bonus not provided for herein unless expressly approved by the BOARD.

B. Automobile: The ACTING ADMINISTRATOR shall receive an automobile allowance of \$450.00 per month toward expenses incurred for use of a personal vehicle for COUNTY business within County boundaries. Nothing herein precludes the ACTING ADMINISTRATOR from using a COUNTY vehicle for work-related travel as needed.

C. Professional Dues, Travel and Job-Related Expenses:

1. COUNTY shall, consistent with Manatee County Code § 2-2-5, pay reasonable professional dues and subscriptions of the ACTING ADMINISTRATOR that are necessary for his participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement.

2. COUNTY shall pay the ACTING ADMINISTRATOR'S out-of-County travel and per diem expenses while on County business or while attending functions as a representative of, or on behalf of, COUNTY, or for short courses, institutes and seminars that are necessary for the ACTING ADMINISTRATOR'S professional development and for the benefit of the County, in accordance with the schedule appearing in Florida Statutes § 112.061, or as otherwise provided by law.

D. Residence: Pursuant to Florida Statute 125.73 and Manatee County Code § 2-2-22, the ACTING ADMINISTRATOR is required to reside in Manatee County throughout the duration of this Contract. In order to enable the ACTING ADMINISTRATOR to satisfy this requirement, the COUNTY shall either (i) provide the ACTING ADMINISTRATOR with a suitable residence from the COUNTY'S surplus

properties, or (ii) reimburse the ACTING ADMINISTRATOR for rental expenses incurred to rent a suitable residence in an amount not to exceed \$2,500 per month.

#### **SECTION IV – BENEFITS**

A. Life Insurance: In addition to such life insurance benefits otherwise available to other employees of the COUNTY, COUNTY shall provide or pay for term life insurance for the ACTING ADMINISTRATOR in the face amount of \$150,000.00 for the duration of this contract.

B. Health Care Insurance: COUNTY shall make available medical and dental care coverage to the ACTING ADMINISTRATOR on the same basis as other employees of the BOARD.

C. Disability Insurance: COUNTY shall make available under its cafeteria benefits plan, disability insurance coverage to the ACTING ADMINISTRATOR on the same basis as other regular full-time employees of the BOARD.

D. Other Benefits: COUNTY agrees to make available to ACTING ADMINISTRATOR such other benefits as they now exist, and may be amended from time to time, which are provided for other regular full-time employees of the BOARD. These benefits will include, but not be limited to, cafeteria plan options and contributions to the Florida Retirement System in the Senior Management Class, as that class may be defined by FRS from time to time.

#### **SECTION V – PERFORMANCE APPRAISAL**

The BOARD may define the goals and performance objectives of the ACTING ADMINISTRATOR. The BOARD will review and appraise the job performance of the ACTING ADMINISTRATOR approximately 90 days after the Effective Date, and thereafter at intervals deemed appropriate by the BOARD. Review and appraisal shall be in accordance with COUNTY'S performance appraisal criteria or other goals and criteria established by the BOARD, in consultation with the ACTING ADMINISTRATOR. Criteria may be added or deleted from time to time as the BOARD determines is in the best interests of the COUNTY.

#### **SECTION VI – OUTSIDE EMPLOYMENT**

ACTING ADMINISTRATOR agrees to devote his full working time to the performance of his duties and responsibilities under Section I and agrees not to engage in other employment or any contractual relationships for personal services during the term of this Contract.

## **SECTION VII – OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

The BOARD, in consultation with the ACTING ADMINISTRATOR, shall fix any such other terms and conditions of employment as it may determine from time to time relating to the performance of the ACTING ADMINISTRATOR, provided such terms and conditions are not inconsistent with, or in conflict with, the provisions of this Contract or applicable law. Notwithstanding the foregoing, the COUNTY'S Personnel Policies & Procedures Manual, as adopted and revised from time to time by the BOARD, shall apply to the ACTING ADMINISTRATOR to the extent relevant and not in conflict with this Contract or general law.

## **SECTION VIII – GENERAL PROVISIONS**

A. This Contract shall constitute the entire agreement between the parties, except as it may be amended from time to time, and all such amendments must be in writing and signed by the parties. This Contract supersedes any prior agreement, written or oral, between the parties.

B. If any provision or portion of this Contract is held to be unconstitutional, invalid or unenforceable, the remainder of this Contract, or portion thereof, shall be deemed to be severable, and shall remain in full force and effect, to the extent authorized by Florida law.

C. The parties agree that this Contract has been entered for their sole and exclusive benefit and by so doing do not intend to benefit any third party.

D. The ACTING ADMINISTRATOR acknowledges that his decision to enter into this Contract is made freely and voluntarily, and that he has had the benefit of independent legal counsel and the opportunity to obtain financial planning expertise.

[signature page to follow]

**IN WITNESS WHEREOF**, the Manatee County Board of County Commissioners has caused this Employment Contract to be signed and executed on its behalf by its Chairperson, and fully attested by its Clerk, and the ACTING ADMINISTRATOR has executed this Employment Contract, in duplicate, the day and year first above written.

**MANATEE COUNTY, a political subdivision  
of the State of Florida**

**By: its Board of County Commissioners**

By: \_\_\_\_\_  
Chairperson

Date: \_\_\_\_\_

ATTEST: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Charles Hines

REVISED/REPLACED



## MEMORANDUM

To: Cheri Coryea, County Administrator  
From: Diane Vollmer, Agenda Coordinator  
Date: February 22, 2021

**Subject: Agenda Update for Meeting of February 23, 2021**

*This memo and the changes indicated below are reflected in the electronic agenda (E-Agenda).*

### Changes to Citizen Comments (Consideration for Future Agenda Items)

#### Item 5 – Citizen Comments

Written comments submitted through the online Public Comment form were added on February 22, 2021.

### Changes to Advisory Board Appointments

#### PARKS AND NATURAL RESOURDES

#### Item 26 - Appointment of Two Individuals to the Environmental Lands Management and Acquisition Advisory Committee (ELMAC)

The Background Discussion section was updated on February 22, 2021, to reflect the withdrawal of Ed Beidel's application for the Resident of Anna Maria Island or Longboat Key position.

### Changes to Port Authority

#### Item 27 – Port Authority Meeting

Written comments submitted through the online Public Comment form were added on February 22, 2021.

### Changes to Advertised Public Hearings

#### REDEVELOPMENT AND ECONOMIC OPPORTUNITY

#### Item 28 - Adoption of Resolution R-21-022 Amending the 2018/19 and 2019/20 Housing and Urban Development (HUD) Annual Action Plans to allocate ESG-CV supplemental funding to prevent, prepare for, and respond to the coronavirus pandemic and to reallocate unexpended HOME funds.

Written comments submitted through the online Public Comment form were added on February 22, 2021.

## Changes to Regular Agenda

### ADMINISTRATOR

#### **Item 29 - Updates on CARES Act Strategies, the Emergency Rental Assistance Program, and Coronavirus Local Strategies involved with Testing, Local Data, Statistics, and Vaccine Distribution; Extension of Local State of Emergency**

The following items were added on February 22, 2021:

- The On-going Response to COVID 19 Pandemic PowerPoint presentation; and
- Written comments submitted through the online Public Comment form.

#### **Item 30 - Acceptance and Approval of the County Administrator's Annual Report for 2020**

The report was added to this agenda item on February 19, 2021.

## Addition to Consent Agenda (Added February 19, 2021)

### ATTORNEY

#### **Item 32 - Rebecca Richardson v. Manatee County, Case No.: 2020-CA-3751; Motion to Allow Plaintiff's Proposal for Settlement in the amount of \$200,000.00 to Manatee County to expire and take no action regarding the Proposal for Settlement**

Request for: Motion to Allow Plaintiff's Proposal for Settlement in the amount of \$200,000.00 to Manatee County to expire and take no action regarding the Proposal for Settlement.

## Additions to Regular Agenda (Added February 19, 2021)

### ATTORNEY

#### **Item 33 - 2:30 P.M. TIME CERTAIN - Approval of Separation Agreement with County Administrator Cheri Coryea.**

- Request for: Motion to approve the Separation agreement with County Administrator Cheri Coryea in the form provided by the County Attorney.
- Written comments submitted through the online Public Comment form were added on February 22, 2021.

#### **Item 34 - 2:45 P.M. TIME CERTAIN - Adoption of Resolution R-21-031 Appointing Charles Hines Acting County Administrator**

- Request for: Motion to adopt Resolution R-21-031 appointing Charles Hines Acting County Administrator.
- Written comments submitted through the online Public Comment form were added on February 22, 2021.

## Addition to Commissioner Agenda (Added February 19, 2021)

### COMMISSIONER WHITMORE

#### **Item 35 - Discussion of Procedures for Board Meetings and Decorum**



# Public Comment

Manatee County, FL

Submitted On:  
February 21, 2021 1:02pm  
America/New\_York

<b>Full Name</b>	Glen Gibellina
<b>Email</b>	glengibellina@gmail.com
<b>Which meeting is this public comment for? (Please select date of meeting)</b>	February 23, 2021
<b>Topic/Agenda Item</b>	Charles Hines Contract 34. 2:45 P.M. TIME CERTAIN - Adoption of Resolution R-21-031 Appointing Charles Hines Acting County Administrator
<b>Comment (max. 3,000 characters)</b>	<p>February 23, 2021 - Regular Meeting</p> <p>THIS IS NOT TEMPORARY AGREEMENT</p> <p>This contract is an absolute sham and should be pulled from the Agenda</p> <p>First and foremost, I object to County Attorney Clague solicited another attorney AND negotiate the contract.</p> <p>It is not ethically or morally acceptable to me and it shouldn't be to you either!</p> <p>SECTION II - TERMS OF SERVICE/RENEWAL/SEPARATION/SEVERANCEA.</p> <p>Term: This Contract shall commence as of February 23, 2021("Effective Date") and shall terminate on November 1, 2021, unless extended pursuant to Section II.B.</p> <p>This is not what was agreed upon, month to month was the intent</p> <p>WHEREAS, Charles Hines is qualified to serve as Acting County Administrator pursuant to Section 125.73(4) of the Act and Section 2-2-22(b) of the Code;</p> <p>Why would the Citizens not be able to review his resume? Where is it?</p> <p>No, he is not, he has no administration experience</p> <p>Mr Hines should provide the County with his last 3 years tax returns</p> <p>D. Residence: Pursuant to Florida Statute 125.73 and Manatee County Code § 2-2-22, the ACTING ADMINISTRATOR is required to reside in Manatee County throughout the duration of this Contract.</p> <p>In order to enable the ACTING ADMINISTRATOR to satisfy this requirement, the COUNTY shall either (i) provide the ACTING ADMINISTRATOR with a suitable residence from the COUNTY'S surplus Where might the taxpayers find this information</p> <p>If Hines doesn't take it we should use it for affordable housing or a Veteran's homeless shelter.</p> <p>A-3 properties, or (ii) reimburse the ACTING ADMINISTRATOR for rental expenses incurred to rent a suitable residence in an amount not to exceed \$2,500 per month.</p> <p>A-2 SECTION III - COMPENSATIONA. Base Salary: 1. The ACTING ADMINISTRATOR shall be paid a base annual salary of \$192,000.00,</p> <p>Am I to understand that the \$16,000 per month salary is not enough to cover his living expenses or monthly rent?</p> <p>C. Termination: Either party to this Contract may terminate this Contract with or without cause upon 45 days written notice to the other party.</p> <p>If it is a month to month, why would we give a 45-day notice?</p> <p>SECTION V - PERFORMANCE APPRAISAL</p> <p>The BOARD may define the goals and performance objectives of the ACTING ADMINISTRATOR.</p>



The BOARD will review and appraise the job performance of the ACTING ADMINISTRATOR approximately 90 days after the Effective Date, and thereafter at intervals deemed appropriate by the BOARD. Review and appraisal shall be in accordance with COUNTY'S performance appraisal criteria or other goals and criteria established by the BOARD, in consultation with the ACTING ADMINISTRATOR. Criteria may be added or deleted from time to time as the BOARD determines is in the best interests of the COUNTY

If it is temporary, reviews should be every 30 days

Here is the meeting the contract starts on page 1802

Certificate of Service

I hereby Certify that a true and current copy of "Sham Agreement" has been provided by electronic email to the Board of County Commissioners

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# Public Comment

Manatee County, FL

Submitted On:

February 22, 2021 11:00am

America/New\_York

<b>Full Name</b>	Glen Gibellina
<b>Email</b>	glengibellina@gmail.com
<b>Which meeting is this public comment for? (Please select date of meeting)</b>	February 23, 2021
<b>Topic/Agenda Item</b>	Mr. Hines Developer Monies \$\$\$\$\$
<b>Comment (max. 3,000 characters)</b>	<p>Notice how many are from DEVELOPERS  ct 18, 2015 SCHROEDER MANATEE RANCH INC  14400 Covenant Way  Lakewood Ranch, FL 34202  LAND DEVELOPER B CHE \$200.00  Oct 18, 2015 SMR COMMUNITIES JOINT VENTURE  14400 Covenant Way  Lakewood Ranch, FL 34202  REAL ESTATE B CHE \$200.00  Oct 18, 2015 SMR FARMS LLC  14400 Covenant Way  Lakewood Ranch, FL 34202  AGRICULTURE B CHE \$200.00  Oct 27, 2015 Randall Benderson  144 Osprey Point Dr  Osprey, FL 34229  REAL ESTATE I CHE \$200.00  Oct 27, 2015 Lori Benderson  144 Osprey Point Dr  Osprey, FL 34229  REAL ESTATE I CHE \$200.00  Oct 27, 2015 Evan Benderson  7978 COOPER CREEK BLVD STE 100  UNIVERSITY PARK, FL 34201  REAL ESTATE I CHE \$200.00  Oct 27, 2015 FLORIDIANS UNITED FOR A SUSTAINABLE ECONOMY PC  120 S Monroe St  Tallahassee, FL 32301  PAC C CHE \$200.00  Oct 27, 2015 LISA LIEBERMAN  1605 Main St Ste 606  Sarasota, FL 34236  RETIRED I CHE \$200.00  Oct 27, 2015 Larry Lieberman  1605 MAIN ST STE 606  Sarasota, FL 34236  RETIRED I CHE \$200.00  Oct 31, 2015 PATRICK NEAL  8210 Lakewood Ranch Blvd  Lakewood Ranch, FL 34202</p>

COMMUNITY DEVELOPER I CHE \$200.00  
Jun 04, 2012 LAKE CLUB INVESTORS, LLC  
14400 Covenant Way  
Lakewood Ranch, FL 34202  
REAL ESTATE INVEST B CHE \$200.00  
Jun 04, 2012 LAKEWOOD RANCH CORP PARK, INC.  
14400 Covenant Way  
Lakewood Ranch, FL 34202  
REAL ESTATE B CHE \$200.00  
Jun 04, 2012 LAKEWOOD RANCH GOLF COMPANY LLC  
14400 Covenant Way  
Lakewood Ranch, FL 34202  
GOLF COURSE B CHE \$200.00  
Jun 04, 2012 LWR COMMUNITIES, LLC  
14400 Covenant Way  
Lakewood Ranch, FL 34202  
REAL ESTATE B CHE \$200.00  
Jun 04, 2012 LWR DEVELOPMENT, LLC  
14400 Covenant Way  
Lakewood Ranch, FL 34202  
REAL ESTATE DEVELOP B CHE \$200.00  
Jun 04, 2012 POLO RANCHES OF SARASOTA, LLC  
14400 Covenant Way  
Lakewood Ranch, FL 34202  
POLO CLUB B CHE \$200.00  
Jun 04, 2012 SCHROEDER MANATEE RANCH, INC.  
14400 Covenant Way  
Lakewood Ranch, FL 34202  
REAL ESTATE B CHE \$200.00  
Jun 04, 2012 SMR FARMS, LLC  
14400 Covenant Way  
Lakewood Ranch, FL 34202  
REAL ESTATE B CHE \$200.00  
Jun 04, 2012 SMR OSCEOLA, LLC  
14400 COVENATN WAY  
Lakewood Ranch, FL 34202  
REAL ESTATE B CHE \$200.00  
GULF COAST BUILDERS EXCHANGE CCE  
120 S Monroe St  
Tallahassee, FL 32301  
CCE C CHE \$200.00  
Jul 16, 2012 JOHN NEAL HOMES, INC  
8210 Lakewood Ranch Blvd  
Lakewood Ranch, FL 34202  
CONSTRUCTION B CHE \$200.00  
Jul 16, 2012 PATRICK NEAL  
8210 Lakewood Ranch Blvd  
Lakewood Ranch, FL 34202  
COMMUNITY DEVELOPER I CHE \$200.00  
Aug 16, 2012 BENDERSON - ROBINSON  
570 DELAWARE AVE  
Buffalo, NY 14202  
DEVELOPER B CHE \$200.00  
Aug 16, 2012 BENDERSON 85-1 TRUST  
570 DELAWARE AVE

Buffalo, NY 14202

DEVELOPER B CHE \$200.00

Aug 16, 2012 BENDERSON KENDALL ASSOCIATES, LLC

570 DELAWARE AVE

Buffalo, NY 14202

DEVELOPER B CHE \$200.00

Aug 16, 2012 BENDERSON PROPERTIES, INC.

570 DELAWARE AVE

Buffalo, NY 14202

DEVELOPER B CHE \$200.00

Aug 16, 2012 BENDERSON WR-1

570 DELAWARE AVE

Buffalo, NY 14202

DEVELOPER B CHE \$200.00

Aug 16, 2012 BIRST BERKSHIRE BUSINESS TRUST

570 DELAWARE AVE

Buffalo, NY 14202

DEVEL

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# Public Comment

Manatee County, FL

Submitted On:

February 22, 2021 2:42pm

America/New\_York

<b>Full Name</b>	Virginia McCallum
<b>Email</b>	vmccallum14@gmail.com
<b>Which meeting is this public comment for? (Please select date of meeting)</b>	February 23, 2021
<b>Topic/Agenda Item</b>	Items # 33 (Coryea) & 34 (Hines)
<b>Comment (max. 3,000 characters)</b>	I am opposed to terminating Administrator Coryea. She has been a strong and competent Administrator who is being targeted for political reasons. Her separation, and the subsequent need to hire an acting administrator, is unnecessary and expensive for the citizens of Manatee County.



# Public Comment

Manatee County, FL

Submitted On:

February 22, 2021 2:54pm

America/New\_York

<b>Full Name</b>	Sarah Taylor
<b>Email</b>	smhinch01@gmail.com
<b>Which meeting is this public comment for? (Please select date of meeting)</b>	February 23, 2021
<b>Topic/Agenda Item</b>	Items # 33 (Coryea) & 34 (Hines)
<b>Comment (max. 3,000 characters)</b>	I am opposed to terminating Administrator Coryea. She has been a strong and competent Administrator who is being targeted for political reasons. Her separation, and the subsequent need to hire an acting administrator, is unnecessary and expensive for the citizens of Manatee County.