



City of North Bay Village

Administrative Offices

1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

OFFICIAL AGENDA

SPECIAL CITY COMMISSION MEETING

**CITY OF NORTH BAY VILLAGE
1700 KENNEDY CAUSEWAY, #132
NORTH BAY VILLAGE, FL 33141**

TUESDAY, NOVEMBER 29, 2011

6:30 P.M.

NOTICE IS HEREWITH GIVEN TO ALL INTERESTED PARTIES THAT IF ANY PERSON SHOULD DECIDE TO APPEAL ANY DECISION MADE AT THE FORTHCOMING MEETING OF THE CITY COMMISSION, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, HE OR SHE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS 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 CITY FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING SPECIAL ACCOMMODATION OR A SIGN LANGUAGE INTERPRETER TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT (305) 756-7171 NO LATER THAN FOUR DAYS PRIOR TO THE PROCEEDING. IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICE NUMBERS AT (800) 955-8771 (TDD) OR (800) 955-8700 (VOICE) FOR ASSISTANCE.

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1. **CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL**
 2. **APPOINTMENT OF INTERIM COMMISSIONER (Section 3.07(E)(a), City Charter)**
 - A. COMMISSION ACTION
 - B. OATH OF OFFICE
 3. **NEW ROLL CALL**
 4. **APPOINTMENT OF INTERIM VICE MAYOR (3.07E(a))**
 - A. COMMISSION ACTION

Interim Mayor
Connie Leon-Kreps

Commissioner of 2
Frank Rodriguez

Commissioner
Eddie Lim

Commissioner
Dr. Paul Vogel

5. **APPOINTMENT OF MAYOR (The Mayor must be appointed from the originally remaining four (4) commissioners.)**

A. COMMISSION ACTION (If the Commission does not fill the mayoral position within 30 days from November 11, 2011, a Special Election will be required)

1.) COMMISSION ACTION

6. **FILLING COMMISSION VACANCY CREATED BY APPOINTMENT OF MAYOR (3.07D)**

A. COMMISSION ACTION

7. **APPOINTMENT OF VICE MAYOR (3.07F)**

A. COMMISSION ACTION

8. **RESOLUTION**

A. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE EMPLOYMENT AGREEMENT BETWEEN DENNIS KELLY AND THE CITY OF NORTH BAY VILLAGE; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING AN EFFECTIVE DATE. *(INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)*

1.) COMMISSION ACTION

9. **ADJOURNMENT**

and responsibilities of the city attorney shall be those as provided in this Charter.

- I. *Auditor.* The Commission shall appoint the outside auditor. The outside auditor shall be a certified public accountant practicing in the State of Florida, for a period of not less than five (5) years.
- J. *Other Commissioner remunerative position.* No Commissioner shall be appointed to any other remunerative position with the City during his term of office.
- K. *Nepotism.* No person related to the second degree of consanguinity to a Commissioner shall be eligible to hold a remunerative position with the City. Any Commissioner who shall knowingly make such an appointment may be deemed guilty of misfeasance or malfeasance in office and subject to removal. The person so employed may be subject to dismissal.
- L. *Conflict of interest.* The Mayor and any City Commissioner shall comply with applicable conflict of interest laws, including Florida Statutes Chapter 112, Part 3, as well as Miami-Dade County Code Section 2-11.1.
- M. *Reimbursement of Commissioner's legal fees.* In the event that a civil action shall be instituted wherein it is sought to impose personal liability upon any Commission member of the City for any act or acts of such Commissioner, and if such Commissioner seeks legal defense of such action through the use of public funds, it shall first require a majority of all other Commissioners to ascertain that such acts complained of by the plaintiff were indeed connected with the Commissioner's proper conduct of the affairs or business of the City. If so established, the other Commissioners shall then determine, specify and allocate a reasonable expenditure from City funds for this legal defense, selection of counsel to be approved by the City Attorney.
- N. *Utility franchises.* The Commission may grant public utility franchises and regu-

late the exercise thereof; provided, however, that no franchise or extension thereof shall hereafter be granted or extended unless such franchise or extension shall be approved after a public hearing thereon. At least fourteen (14) days preceding the public hearing at which any franchise or extension thereof is to be adopted, notice thereof shall be published in a newspaper of general circulation in the City. The advertisement shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear. A copy of such proposed franchise shall be available for inspection by any interested person at the office of the city clerk at least fourteen (14) days preceding such public hearing. The cost of such advertising and of the public hearing shall be borne by the utility involved. For renewing franchises, each public utility shall notify the City of its intent six months before the expiration of its franchise. The Commission shall be empowered to grant a temporary extension of an existing franchise not to exceed three (3) months without a public hearing.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2006-45, Pt. C, 8-28-06, Election of 11-7-06)

3.07. Vacancies; forfeiture of office; filling of vacancies on the Commission.

A. *Vacancies.* The office of a Commission member shall become vacant upon his death, resignation, or removal from office in any manner authorized by law or forfeiture of his office.

B. *Forfeiture of office.* A Commission member Commissioner or Mayor shall forfeit his office if any time during his term of office said person, (a) lacks any qualifications for the office prescribed by this Charter or other by applicable law including § 100.361, Florida Statutes, (1989) or (b) is convicted of a felony while in office, or (c) fails to attend four consecutive regular meetings of the Commission, unless such absences are each excused by motion setting forth the reason for the absence duly entered upon the minutes or (d) having been elected or appointed from an election

district fails to reside within the election district from which he was elected or appointed for any reason other than redistricting. Forfeiture shall be determined by the remaining members of the Commission.

C. Forfeiture hearing. A member charged with conduct constituting grounds for forfeiture of his office shall be entitled to a Public Hearing on demand and notice of such hearing shall be published in one or more newspapers of general circulation in the City at least one week in advance of the hearing.

D. Filling of vacancies on City Commission. Any vacancy occurring for a City Commissioner shall be filled by the vote of the majority of the remaining members of said City Commission with the appointee serving until the remainder of the unexpired term until the next succeeding general City election and with any further remainder of said unexpired term to be filled by a Commissioner elected at said general election. If the remaining members of the City Commission shall fail or refuse to fill such vacancy within 30 days after it occurs, and if no general City election will be held within 90 days after the expiration of said 30 days, then a special election shall be called and held to elect a Commissioner to fill such vacancy for the remainder of the unexpired term. In the event that the position is that of Mayor, it must be filled from among the remaining Commissioners in accordance with the procedures set forth above.

E. In the event of the death, resignation, or removal of the Mayor, the Vice Mayor shall forthwith commence to serve as interim Mayor until the Mayor's position is filled by election or appointment.

- (a) When the Vice Mayor becomes interim Mayor, the Commission, by majority vote shall appoint an interim Commissioner from the Vice Mayor's vacant district to fill the Vice Mayor's vacant seat until the required election or appointment of the Mayor and the Commission shall, by majority vote, appoint one (1) of the Commissioners to serve as interim Vice Mayor.
- (b) The Commissioner serving as interim Mayor, or Vice Mayor, shall serve as Mayor, or Vice Mayor, until the newly elected or

appointed Mayor, or Vice Mayor, is sworn in as Mayor, or Vice Mayor. The interim Mayor, or Vice Mayor, shall return to the position of Commissioner previously held to serve the remainder of his or her unexpired term.

F. In the event of the death, resignation, or removal of the Vice Mayor, the Commission shall, by majority vote, elect one (1) of the Commissioners to serve as Vice Mayor.

G. Extraordinary vacancies. In the event that a majority of the members of the Commission are removed by death, disability, law or forfeiture of office, the governor shall make interim Commission appointments and the Commission shall call a special election as provided in D. above and such election shall be held in the same manner as the election held pursuant to the previous City Charter.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00; Res. No. 2004-38, § 1, 7-27-04, Election of 11-2-04; Res. No. 2006-45, Pt. D, 8-28-06, Election of 11-7-06)

3.071. Removals and suspensions from office of City Commission.

The Mayor and any City Commissioner may be removed from office by the electors of the City of North Bay Village pursuant to the provisions of § 100.361. Florida Statutes, and are further subject to removal and/or suspension from office pursuant to the provisions of § 112.51. Florida Statutes.

3.08. Ordinances and resolutions.

A. Action requiring an ordinance. In addition to other acts required by law or by specific provision of this Charter to be done by ordinance, those acts of the Commission shall be by ordinance which:

1. Adopt or amend an administrative code or establish, alter or abolish any city department or agency;
2. Establish a rule or regulation the violation of which carries a penalty;



City of North Bay Village

Administrative Offices

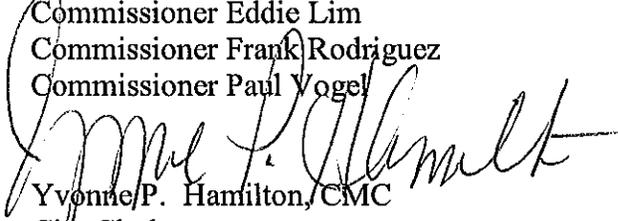
1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

CITY OF NORTH BAY VILLAGE MEMORANDUM

DATE: November 23, 2011

TO: Interim Mayor Connie Leon-Kreps
Commissioner Eddie Lim
Commissioner Frank Rodriguez
Commissioner Paul Vogel

FROM: 
Yvonne P. Hamilton, CMC
City Clerk

SUBJECT: Commission Vacancy

The following individuals have expressed interest in filling the vacancy of At-Large Commissioner. Letters of Interest and documents pertaining to qualification as electors pursuant to Section 3.02 of the City Charter and residency requirements according to Section 5.04 were submitted to the City Clerk's Office.

NORTH BAY ISLAND

1. Richard Chervony, 7601 Center Bay Drive
2. Scott Grenald, 7700 Beach View Drive
3. Kenneth Stowe, 7521 Miami View Drive

TREASURE ISLAND

4. Ann Bakst, 1865 Kennedy Causeway
5. Arnold Z. Braun, 7601 East Treasure Drive
6. Reinaldo Trujillo, 7601 East Treasure Drive
7. Kevin Vericker, 7520 Hispanola Avenue

Interim Mayor
Connie Leon-Kreps

Commissioner
Frank Rodriguez

Commissioner
Eddie Lim

Commissioner
Dr. Paul Vogel

2(1)

MEMO TO CITY COMMISSION
NOVEMBER 23 2011
PAGE 2 OF 2

HARBOR ISLAND

8. Barry Beschel, 7914 Harbor Island Drive
9. Jorge Gonzalez, 7900 Harbor Island Drive

Attachment: Letters of Interest

2(2)

line of the City of Miami, Florida, a distance of 1985 feet; thence run in an easterly direction and parallel to said north line of said northeast 79th Street Causeway to the west line of Section 10, Township 53 South, Range 42 East, as said section is shown on the plat of North Isle of Normandy, recorded in Plat Book 40 at Page 36 of the Public Records of Miami-Dade County, Florida; thence run northerly along the aforesaid west line of Section 10, to a point on a line running through the center point of the east drawbridge of the northeast 79th Street Causeway and perpendicular to the center line of the east Bridge of the said causeway; thence run northwesterly along the last described line to its intersection with the north line of said Section 10, produced westerly; thence westerly along the prolongation westerly of said north line of said Section 10 to a point 250 feet west of the northwest corner of Section 9, Township 53 South, Range 42 East; thence in a southerly direction to the point of beginning.

And shall include:

A parcel of submerged land (now filled) in Biscayne Bay situated in Section 9, Township 53 South, Range 42 East, Miami-Dade County, Florida, Commencing at the half-mile post of the west line of Section 9, Township 53 South, Range 42 East, Miami-Dade County, Florida, run north 88°41'24" east along the center line of the 79th Street Causeway highway right-of-way (100 feet wide) a distance of 1,560 feet to a point; thence north 1°37'08" west 55.0 feet to a point of beginning of the parcel of land herein described; thence north 1°37'08" west 600.00 feet; thence north 88°41'24" east 400.0 feet; thence south 1°37'08" east 600.00 feet; thence south 88°44'24" west 400.0 feet to the point of beginning; containing 5.5 acres more or less; plus a five-foot strip bordering the south boundaries of the above described 5.5-acre tract which is described as follows: Commence at the intersection of the west line of Section 9, Township 53 South, Range 42 East, Miami-Dade County, Florida with the center line of the Northeast 79th Street Causeway as shown on (a) plat recorded in Plat Book 25, at Page 70 of the Public Records of Miami-Dade County, Florida; thence North 88°41'25" east along the center line of the aforesaid northeast 79th Street Causeway for a distance of 1,560 feet to a point; thence

north 1°37'8" west for a distance of 50.0 feet to a point on the north right-of-way line of the said northeast 79th Street Causeway and the point of beginning of the parcel of land herein described; thence north 88°41'24" east along the north right-of-way line of the said northeast 79th Street Causeway for a distance of 400.0 feet to a point; thence north 1°37'8" west for a distance of 5.0 feet to a point; thence south 88°41'24" west along a line 5.0 feet north of and parallel with the north right-of-way line of said northeast 79th Street Causeway for a distance of 4,000 feet to a point; thence south 1° 37' 8" east for a distance of 5.0 feet to the point of beginning of the parcel of land herein described.

(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

ARTICLE III. LEGISLATIVE

3.01. City Commission.

A. *City Commission; powers and composition.* There shall be a city commission with all legislative powers of the City vested therein, consisting of five (5) members: a mayor, a vice-mayor and three (3) commissioners. Each commission member must be a qualified elector of the City.

B. *Appointments by commission.* The commission shall appoint the city manager, city attorney and all consultants.

3.02. Qualifications.

Any elector of the City who meets the requirements as set forth in Article V of this Charter shall be eligible to hold the office of city commissioner or mayor. The commission shall be the judge of the election and qualifications of its members.

3.03. Election and terms.

The regular election of commission members shall be held on the first Tuesday after the first Monday of November in each even-numbered year, unless otherwise provided by state law, and shall be for those terms as provided in Article V of this Charter.

(Res. No. R91-25, § 2, 9-16-91, Election of 11-12-91)

Municipal elections shall be supervised by the city clerk with the City Commission canvassing returns from each general election.
(Res. No. 2000-41, 11-8-00, Election of 11-7-00)

✓ **5.04. Commission Members—Residency requirements and terms of office.**

The City shall be governed by a Commission of five (5) members, all of whom shall be qualified electors of the City. There shall be a Harbor Island Commissioner, a North Bay Island Commissioner, and a Treasure Island Commissioner, each of whom shall be a resident of their respective islands for a period of not less than six (6) months prior to the date of the subject candidate's initial filing of qualifying papers for the Commission and shall also be and remain during their respective terms of office, permanent residents of their respective islands; however, this shall not apply to any mere temporary relocation within the City. The Mayor and Commissioner-at-large, the two (2) remaining positions, shall reside on any of the said islands of the City for a period of not less than six (6) months prior to the date of the subject candidate's initial filing of qualifying papers for the Commission and shall also be and remain during their respective terms of office, permanent residents of the City. The term of the Mayor will be for two (2) years, and commencing with the November 2002 general election, the term of each City Commissioner will be for four years, on a staggered basis to be established as follows:

Notwithstanding any other provisions of this Charter, no later than December 15, 2000, the City Clerk shall publicly draw lots to determine which City Commissioners' term of office (specifically, the seat they each represent) will expire in November 2004 and which remaining two City Commissioners' terms of office (specifically, the seat they each represent) will expire in November 2006. All subsequent City Commissioner seats shall be elected for four (4) year terms.

All of the Commissioners and the Mayor shall be elected by the voters at large of the City.
(Res. No. 2000-41, 11-8-00, Election of 11-7-00;
Res. No. 2004-34, 7-13-04, Election of 11-2-04;
Res. No. 2006-45, Pt. H, 8-28-06, Election of 11-7-06)

5.05. Nomination of Commission members and Mayor.

A. Any citizen who can qualify for the office of Commissioner or Mayor of the City as provided herein may be nominated for Commissioner or mayor by a petition for this purpose signed by not less than fifty (50) electors and filed with the City Clerk no sooner than seventy-five (75) days prior to the election date and no later than forty-five (45) days prior to the election date.

B. No elector shall sign more than one nominating petition for each seat. Should an elector sign more than one petition for each seat, his signature shall be void except as to the petition first filed for each seat.

C. The signatures on the nominating petition need not all be subscribed on one paper, but to each separate paper there shall be attached a signed statement of the circulator thereof, stating the number of signers of such paper and that each signature appended thereto was made in his presence and is the genuine signature of the person whose name it purports to be. With each signature, including the signature of the circulator, shall be stated the place of residence of the signer, giving the street and number or other description sufficient to identify it. The form of nominating petition shall be substantially as follows:

NOMINATING PETITION

We, the undersigned electors of the City of North Bay Village, hereby nominate (name of candidate), who resides at (address), for the office of (Commissioner island, at-large, or mayor)

(signatures) _____

(address of signer) _____

(date of signing) _____

The undersigned is the circulator of the foregoing petition containing (number) signatures. Each signature appended thereto was made in my presence and is the person whose name it purports to be. Under penalty of perjury, I declare that I have read the foregoing and the facts alleged are true, to the best of my knowledge and belief.

2(4)

**Richard Chervony
7601 Center Bay Drive
North Bay Village, FL 33141**

NOV 22 AM 9:11

November 22, 2011

Ms. Yvonne Hamilton
City Clerk, City of North Bay Village
1700 Kennedy Causeway, Suite #132
North Bay Village

Letter of Interest

Dear Ms. Hamilton:

May this serve as my letter of interest to be considered to fill the vacant seat that currently exists on the North Bay Village Commission.

As an eighteen (18) year resident of the City, residing in North Bay Island, and being actively involved, I believe I am an excellent qualified candidate to fill this vacancy.

The City in my humble opinion is in need of review of their infrastructure, continuation of the current projects, seeking grants for new projects, attracting business for our causeway corridor and the most important one is healing of the rift that exists within our citizens and electorates.

Besides being a professional and a businessman that qualifies me to run day to day operations and understand how a City or Business should run, I have been actively involved with the city serving in the Civil Service Board and this is the second time I have been appointed and am currently serving on the Planning and Zoning Board.

My current civic involvement is with the North Bay Village Optimists who sponsor food drives, youth activities and scholarships. I am also president of the nonprofit corporation known as CFD or Citizens for Full Disclosure of North Bay Village, Inc.

2(5)

1002483

If chosen, I will be more than glad to serve to the best of my ability keeping an open mind and an open door policy, hearing all members of our community and their concerns, needs and wants. Lastly if chosen, I will tender my resignation as a member of the Planning and Zoning Board to take place immediately upon my filling this seat.

I want to take this opportunity to thank all that are involved with this consideration.

Sincerely,



Richard Chervony

Encl: Florida Driver's License
Voter's Registration ID

2(6)

SCOTT BRIAN GRENALD

7700 Beach View Drive
North Bay Village, FL 33141
Phone (305) 759-6244
Cell (786) 261-5816
Scottbrian82@gmail.com

November 19, 2011

Ms. Yvonne Hamilton, City Clerk
City of North Bay Village
1700 Kennedy Causeway
Suite 132
North Bay Village FL 33141

NOV 22 PM 5:00

Dear Ms. Hamilton,

I Scott Brian Grenald am interested in filling the vacant seat of the Commissioner at Large. I feel I have the qualifications to fill this seat. I want the best for this small city and I am willing to serve as a commissioner.

Sincerely,



Scott Brian Grenald

2(7)

NOV 22 AM 5:05

November 22, 2011

City of North Bay Village
1700 Kennedy Causeway
Suite #132
North Bay Village, Florida 33141
Attn. Yvonne P. Hamilton

RE: INTERIM COMMISSIONER
POSITION

Dear Ms. Hamilton;

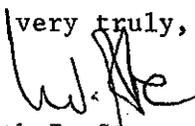
As a North Bay Village resident for over thirty-five (35) years, former Planning & Zoning Board Member, and an active citizen of Our Community, I would be greatly interested in applying for the above referenced position.

This letter is hereby delivered to you, this date, by hand and in person.

If you require any additional information, please do not hesitate to contact me.

Thank you for your consideration.

Yours very truly,



Kenneth I. Stowe
KIS/fm

7521 Miami View Drive
North Bay Village, FL 33141
305 754-8759

2(8)

NOV 22 18:26

November 22, 2011

Yvonne P. Hamilton, City Clerk
City of North Bay Village
1700 Kennedy Causeway, #132
North Bay Village, FL 33141

I am submitting my name for consideration to be appointed interim commissioner. I have been a resident of North Bay Village over 38 years living at 1865 JFK Causeway, Apartment 7D.

I will provide both my driver's license and voter id as proof of residence and eligibility at the time of submission.

Throughout my residency in North Bay Village, I have been a member of numerous voluntary Boards, deeply involved in city affairs and have spent much of my free time working on issues of importance to the city.

During this time of transition, I am uniquely suited to assist the city in moving forward.

I understand the appointment to be an interim one, and that the seat will be returned to its current occupant following the installation of a new mayor, either through commission appointment or through election by the voters of North Bay Village. It is my hope that my appointment would serve to demonstrate the openness and transparency of this process.

I will be attending the meeting on November 29, 2011, and am available to speak on the subject or insofar as it is allowed under our laws, to discuss my request for consideration with any member of the city staff or commission at their convenience.

Very truly yours,



Anna (Ann) Bakst
1865 JFK Causeway, Apartment 7D
North Bay Village, FL 33141

2(9)

My NAME is Frank Z. Braun

NOV 21 AM 10:32

I have lived AT
Grand View PALACE 10 years

I AM interested in THE
COMMISSIONER VACANCY.

I vote every year by
Presenting my Driver License



2(10)

arnold z. braun
director

dydxtradingcorp.

member firm comex

4 world trade center newyork,n.y.10048
h-7601east tres. dr.#2319 north bay village fl.33141

305-864-7624
cell-305-490-2803
a.z.braun@atlanticbb.net
derivatives trading

2(11)

November 23, 2011

Ms. Yvonne Hamilton
North Bay Village City Clerk
The City of North Bay Village
1700 Kennedy Causeway, Suite 132
North Bay Village, FL 33141

Re: North Bay Village Commission Vacancy

Dear Ms. Hamilton

I would like to take this opportunity to enter my name into consideration for the "Commissioner" vacancy in North Bay Village.

As you know, I possess the qualifications and experience to perform the duties of "Commissioner" given that I held the positions of "At-Large Commissioner" and "Vice Mayor" of North Bay Village for four years.

During my tenure, I represented the City of North Bay Village with honesty and integrity, and always in the best interest of residents. For instance, I was instrumental in obtaining the grant that covered 77% of the cost of the new sewer system, a significant project that benefited all residents of the city.

Now is the time for me to serve the city since I am retired from the private sector and able to serve my North Bay Village friends and neighbors in the public sector. As "Commissioner", I would serve the village without personal interest of any kind. My only interest is to help the Commission continue to make North Bay Village the best city in Florida.

Enclosed are copies of my Voter Registration Card and my Driver License as proof of my residency in North Bay Village. I look forward to the opportunity to serve my village once again.

Thank you,



Reinaldo Trujillo
7601 E. Treasure Dr. Unit 1511
North Bay Village, Florida 33141
Phone 305 318 5481
E-Mail mltra@bellsouth.net

Encl. Voter registration card, Driver License

7601 E. Treasure Drive, Unit 1511
North Bay Village, Florida 33141

2(12)

November 18, 2011

Yvonne Hamilton
Clerk of North Bay Village
1700 Kennedy Causeway #132
North Bay Village FL 33141

Yvonne Hamilton
**CITY OF NORTH BAY VILLAGE
1700 KENNEDY CAUSEWAY, #132
NORTH BAY VILLAGE, FL 33141**

NOV 18 15:53

Dear Ms. Hamilton,

I am submitting my name for consideration to be appointed interim commissioner at large. I have been a resident of North Bay Village since March of 1998 and have lived at 7520 Hispanola Avenue since August of 1998. I will provide both my driver's license and voter id as proof of residence and eligibility at the time of submission.

The North Bay Village Commission is suffering a crisis of confidence at the moment. Concern in the city is high following the recent recall campaign and there is grave concern over apparent ties on the commission to the developer of the proposed adult entertainment complex. It is critical to the citizens to see that an appointed interim commissioner does not carry the history, real or perceived, of financial ties to one or another side in the current controversy.

I understand the appointment to be an interim one, and that the seat will be returned to its current occupant following the installation of a new mayor, either through commission appointment or through election by the voters of North Bay Village. It is my hope that my appointment would serve to demonstrate the openness and transparency of this mayoral selection process.

I will be attending the meeting on November 29, 2011 and am available to speak on the subject or insofar as it is allowed under our laws, to discuss my request for consideration with any member of the city staff or commission at their convenience.

Very Truly Yours,



Kevin Vericker
7520 Hispanola Ave
North Bay Village FL 33141
786 529-7520
email: nbvrbc@gmail.com

2(13)

LETTER OF INTEREST

My name is Barry Beschel; I have resided at 7914 Harbor Island Drive, North Bay Village, Fl. Since 2007.

I respectfully ask the City Commission of North Bay Village to consider me for appointment as a "Interim Commissioner" for the at -large seat.

Since December 2010 I have been a member of the Planning and Zoning Board for the City of North Bay Village.

I am Vice President of the Condo Association for 360 Condominium.

Sincerely,

 11/21/11

Barry J. Beschel

NOV 22 12:15

2(14)

Date: November 22, 2011

NOV 22 11:47

To: City of North Bay Village Commission

From: Jorge Gonzalez

Ref: Letter of Interest for appointment to the interim at large commission seat

Dear Commissioners,

I would like to submit my name as an interested party to the interim at large commission seat.

I reside at 360° Condominium, located at 7900 Harbor Island Dr., since May 2007. There, I serve as president on three of the five community association boards, including the Master board, a position I have held for three consecutive years. During this time I have earned the trust and respect of the owners and residents by being actively involved in the community and working on a number of projects, both large and small, to improve the community as a whole.

Earlier this year I met Commissioner Eddie Lim and after a few conversations with him, I was convinced that I wanted to contribute to our beautiful city. A few months later I was invited to join the City Manager selection committee which I co-chaired. All the members of the committee worked diligently, including a weekend, to select the top five out of forty-eight applicants. Last month we submitted their names to the Commission for final selection to fill the vacant City Manager position.

Last week I was sworn in as co-chair of the Planning and Zoning Board. My first experience as a member was the Greenwald project proposal. As I listened to the passionate comments of our residents, I found myself briefly reflecting on some of what I had learned throughout my career in management. That is -- regardless of how different our backgrounds and life-experiences are, we all share an innate sense of right and wrong. A sophisticated project with beautiful drawings and an impressive Power Point presentation could not obscure the fact that this kind of business was the wrong thing for our community, simple.

In much the same way I think we need a commission that can simplify the complex decisions ahead in order to focus on what is right for our city and its residents. As the father of two beautiful little girls I'm counting on our commissioners to do just that.

One of my strengths is to bring people together in a diverse and challenging work environment to accomplish common goals. As Commissioner I will work passionately and diligently to make NBV a better place to live. I respectfully request you appoint me to the interim at large commission seat.

Thank you.

2. (15)

Memo

To: Mayor and Commissioners
Robert Daniels, Interim City Manager

From: Nina Boniske, City Attorney

Date: November 23, 2011

Re: Dennis Kelly Employment Agreement

On November 8, 2011, the City Commission selected Dennis Kelly as their top candidate for the position of City Manager. The City Commission further directed Commissioner Frank Rodriguez to negotiate an agreement with Mr. Kelly. On Friday, November 18, 2011, Mr. Kelly, his legal counsel, Commissioner Rodriguez and I met to discuss the business terms of the agreement. An agreement was subsequently prepared incorporating the business terms discussed during the negotiation. The draft agreement provided in the agenda backup reflects the matters discussed. Below is an Executive Summary of the business terms of the draft agreement.

Executive Summary:

1. Term: 3 years.
2. Renewal: No later than 90 days before expiration of the Term.
3. Start Date: December 19, 2011.
4. Salary: \$130,000 starting salary.
Bonus upon receipt of positive first evaluation at discretion of Commission.
Annual cost of living equal to any received by Department Directors.
5. Evaluations: First evaluation at 180 days, annual evaluation thereafter.
Salary adjustments annually at evaluation at discretion of Commission.
6. Auto Allowance: \$400 a month.
7. Residency: Miami-Dade County within 90 days.
8. Relocation: \$2,500 maximum for actual expenditures to move.

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9. Vacation Leave: 25 days each calendar year (up to 10 days rolled over, over 10 days unused) cashed out annually at current salary.
10. Sick Leave: Same as Department Directors.
11. Holidays: Same as Department Directors.
12. Insurance: Health, vision, dental, disability, for Manager/Spouse at level of Department Directors.
13. Life Insurance: Equal to Annual Salary.
14. Retirement: Contribution to State of Florida Retirement System, Management Class level.
15. Severance: Year one (1) 20 weeks salary/benefits/retirement.
Year two (2) 13.32 weeks salary/benefits/retirement.
Year three (3) 6.66 weeks salary/benefits/retirement.
16. Termination: Without Cause, Severance paid as above and accrued unused vacation/sick paid out.

For cause, no Severance payment, no vacation/sick paid out.

Disability, if not available for 90 consecutive days.
Vacation/sick paid out.

Death, vacation/sick paid out to surviving heir.

Resignation with proper notice, vacation/sick paid out.
(Without notice no payment).

Expiration of Term, vacation/sick paid out.
17. Disability: Long term insurance per existing City policies.
18. Technology: Cell phone, PDA and laptop.
19. Memberships: As budgeted/ICMA/Florida League of Cities
20. Travel: As budgeted for training, conferences, lobbying state/federal



City of North Bay Village

Administrative Offices

1700 Kennedy Causeway, Suite #132 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

MEMORANDUM City of North Bay Village

DATE: November 23, 2011

TO: Yvonne P. Hamilton, CMC
City Clerk

FROM: 
Robert Daniels
Interim City Manager

SUBJECT: Introduction of Resolution

Pursuant to Section 3.08 of the City Charter, I hereby introduce the following Resolution:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE EMPLOYMENT AGREEMENT BETWEEN DENNIS KELLY AND THE CITY OF NORTH BAY VILLAGE; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING AN EFFECTIVE DATE.

Accordingly, please place the item on the next available agenda.

RD:yph

Interim Mayor
Connie Leon-Kreps

Commissioner
Frank Rodriguez

Commissioner
Eddie Lim

Commissioner
Dr. Paul Vogel

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RESOLUTION NO: _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE EMPLOYMENT AGREEMENT BETWEEN DENNIS KELLY AND THE CITY OF NORTH BAY VILLAGE; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY INTERIM CITY MANAGER ROBERT DANIELS)

WHEREAS, the Charter of the City of North Bay Village (the "City") provides for a City Manager to act as the Chief Administrative Officer of the City; and

WHEREAS, the City Commission desires to employ Dennis Kelly as the City Manager.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH BAY VILLAGE, FLORIDA:

Section 1. **Recitals.** The foregoing whereas clauses are hereby ratified and confirmed as being true; and the same are hereby made a specific part of this Resolution.

Section 2. **Approval of Agreement.** The Employment Agreement between Dennis Kelly and the City of North Bay Village to serve as the City Manager, attached as Exhibit "A," is approved.

Section 3. **Execution of the Agreement.** The Mayor is authorized to execute the Agreement on behalf of the City. For purposes of this Agreement Mayor shall include the Interim Mayor.

Section 4. **Effective Date.** This Resolution shall take effect immediately upon adoption.

The motion to adopt the foregoing Resolution was offered by _____
seconded by _____.

FINAL VOTE AT ADOPTION:

Interim Mayor Connie Leon-Kreps _____
Commissioner Eddie Lim _____
Commissioner Frank Rodriguez _____
Commissioner Paul Vogel _____

PASSED AND ADOPTED this ____ day of November, 2011.

Connie Leon-Kreps
Interim Mayor

ATTEST:

Yvonne P. Hamilton, CMC
City Clerk

**APPROVED AS TO FORM FOR USE ONLY BY
THE CITY OF NORTH BAY VILLAGE:**

Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.

City of North Bay Village Resolution: Employment Agreement-Dennis Kelly

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EMPLOYMENT AGREEMENT
CITY MANAGER

This Employment Agreement (“Agreement”) is made and entered into this ___ day of November 2011, between the City of North Bay Village, a Florida municipal corporation, (the “City”) and Dennis Kelly (“Kelly” or “City Manager”).

RECITALS:

WHEREAS, Section 4.01 of the City Charter (the “Charter”) requires that there shall be a City Manager who is responsible for the proper administration of the affairs of the City; and

WHEREAS, Kelly represents he has the expertise and skills to serve as the City Manager; and

WHEREAS, the City desires to employ the services of Kelly as City Manager and Kelly wishes to accept this employment.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement the parties agree as follows:

Section 1. Recitals.

The above and foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. Duties.

2.1 The City Manager shall have all powers and perform all duties and responsibilities required by this Agreement, prescribed in the City Charter and applicable sections of the City Code.

2.2. The City Manager shall carry out the policy directives of the City Commission.

2.3 Upon request of the City Commission, the City Manager shall provide the City Commission with a report, which shall include a list of directives from the City Commission and the status of achievement of the same.

2.4 The City Manager shall perform such other duties as may be assigned by the City Commission from time to time.

2.5 The City Manager shall remain in the exclusive employ of the City and shall not accept any other employment during the term of this Agreement without the prior approval of the City Commission.

Section 3. Salary.

3.1 The City Manager shall receive an initial annual salary in the amount of \$130,000 payable in equal installments in accordance with the City's existing pay periods.

3.2 The salary shall be adjusted from time to time by cost of living adjustments consistent with those provided to other City Department Directors.

3.3 For purposes of this Agreement, the City Manager's Anniversary date shall be January 1st of each year although it is acknowledged his actual start date is December 19th as set forth in Paragraph 17 hereinbelow. Benefits shall be computed from January 1st of each year.

Section 4. Residency/Relocation Expenses.

4.1 Within 90 days of the Commencement Date, the City Manager shall obtain residency in Miami-Dade County and maintain residency throughout the term of this Agreement.

4.2 Because the City Commission requires the City Manager to relocate his residence to Miami-Dade County, the City shall reimburse the City Manager for receipted relocation expenses up to an amount not to exceed \$2,500.

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Section 5. Performance Evaluations.

5.1 The City Commission shall conduct its first evaluation of the performance of the City Manager at the completion of the first one hundred and eighty (180) days of the Term (“First Evaluation”).

5.2. If the City Manager receives a positive First Evaluation from the City Commission, the City Commission may at its discretion award the City Manager a bonus. Should the City Commission award a bonus to the City Manager, said bonus shall be payable as a contribution into an existing deferred compensation plan selected by the City Manager payable within thirty (30) days of such award or such other manner as determined within the discretion of the City Manager.

5.3 Thereafter, the Commission shall evaluate the City Manager’s performance at least once annually within 30 days of the Anniversary Date (“Annual Evaluation”).

5.4 Upon completion of each Annual Evaluation, the City Manager may receive a salary or benefit increase within the discretion of the City Commission.

5.5 Evaluations performed in accordance with Section 5.1, 5.2, and 5.3 shall be based upon (a) the City Manager’s performance of the duties specified in Section 2 and (b) the City Manager’s achievements of the City Commission’s policy directives.

Section 6. Annual (Vacation) Leave, Sick Leave and Holidays.

6.1 Vacation. On the start date of the City Manager’s Term and every Anniversary Date thereafter, the City Manager shall be credited with a total of twenty-five (25) business days of vacation leave which shall immediately accrue.

6.2 Sick Leave. The City Manager shall accrue sick leave at the rates established in the most recent Employee’s Policies and Procedures Manual (“Manual”).

8A(8)

6.3 Holidays. The City Manager shall be entitled to the holidays listed in the Manual.

6.4 Consecutive Leave. The City Manager shall not use more than five (5) consecutive business days of Vacation leave without prior approval of the City Commission.

6.5 Pre-Approved Vacation Leave. Notwithstanding the provisions of Section 6.4, the City Manager is approved for vacation days booked prior to his employment with the City for the week commencing January 15th through January 23, 2012. This Vacation leave will be deducted from the accrued leave as described in Section 6.1.

6.6 To the extent the City Manager accrues vacation leave that is unused in any given year, any unused leave in excess of over ten (10) days shall be cashed as of December 31 of each year at the City Manager's salary rate in effect at the time. The remaining ten (10) days annual leave shall be rolled over to the following year.

Section 7. Retirement Plan.

The City shall enroll the City Manager in the Florida Retirement System ("FRS") Management Class and shall make a contribution in an amount set by law in the retirement system available to City employees during the time of his employment and during any severance period.

Section 8. Health Insurance.

8.1 The City Manager shall receive the benefits currently provided to City Director level employees for health insurance to include vision, life and dental insurance, as outlined in the Manual.

8.2 The City shall also provide health, vision and dental insurance to the City Manager's spouse at no additional cost to the City Manager.

Section 9. Life/ Disability/Other Benefits.

9.1 Term Life Insurance. The City shall provide the City Manager with a term life insurance policy equal to the City Manager's annual salary.

9.2 Long Term Disability. The City shall provide the City Manager with a long-term disability policy, at the basic plan level that is available from the City's existing insurance provider.

9.3 Other Benefit Participation. Should the Manual be amended by action of the City Commission, the City Manager's benefits listed in this Section shall be changed to add any benefits provided in the amended Manual provided to other Department Directors of the City, at his option.

9.4 Survivors' Benefits. In the event of the death of the City Manager, his surviving spouse or dependents shall be entitled to payment of all of his accrued vacation and sick leave based on the City Manager's then current salary and shall be further entitled at her expense to COBRA election of continuation of health and dental insurance benefits.

Section 10. Professional Dues and Expenses.

10.1 The City shall pay for all reasonable and customary professional dues and subscriptions necessary for City Manager's participation in municipal associations and organizations, as approved in the City's annual budget.

10.2 The City shall pay reasonable non-personal job related expenses incurred by City Manager, if incurred as part of his duties. Such payments shall be made on a reimbursement basis, based upon submittal of City Manager's actual receipts and expense vouchers.

10.3 The City shall pay for the reasonable and customary travel expenses of City Manager for meetings and seminars, as annually budgeted by the City Commission or as may be directed by the City Commission.

Section 11. Car Allowance.

11.1. The City recognizes that the City Manager will be utilizing his personal automobile in the course of his performance.

11.2. The City Manager shall receive an automobile allowance of \$400 per month.

11.3. The City Manager shall be responsible for his vehicle's operation, maintenance, repairs, taxes, tags, insurance, fuel and other general non specific expenses for said automobile.

Section 12. Telecommunications/Technical Equipment

The City shall provide to the City Manager and shall pay all reasonable charges related to a cellular telephone/PDA and laptop. The City shall provide the City Manager with any other appropriate office supplies, material, and equipment as may be necessary for the City Manager to make himself available to perform his duties and to be able to maintain communications with the City's residents, the City Commission and staff at all times, as approved in the City's annual budget.

Section 13. Days.

Unless otherwise specified, any reference to days in this Agreement shall mean calendar days.

Section 14. Bonds.

The City shall pay for the cost of any bonds for the City Manager required by Florida Law or the City Charter.

Section 15. Indemnification.

15.1 To the extent permitted by law, the City shall defend, save harmless, and indemnify the City Manager against any action, claim, demand or other legal action, whether groundless or otherwise arising directly or indirectly out of the Manager's duties or position with the City.

15.2 The aforesaid indemnification only applies to the extent that the costs, expenses or damages exceed monies covered by insurance including attorneys' fees.

15.3 Notwithstanding the provision of Section 15.1, the City shall not be obligated to indemnify or save harmless the City Manager from claims of any nature arising out of the malfeasance of the City Manager, or from injury or property damage caused by the intentional misconduct of the City Manager.

15.4 This indemnification provision shall survive the termination of this Agreement.

Section 16. Attorney's Fees.

The City and the City Manager are the beneficiaries of this Agreement and as such, may enforce this Agreement by action at law or in equity as more specifically provided herein. In the event of any litigation between the City and the Manager resulting from and/or arising out of this Agreement, it is hereby acknowledged and agreed that the prevailing party shall be entitled to recover any and all reasonable attorney's fees and costs from the non-prevailing party in any such litigation, including attorneys fees and costs incurred at the trial level and on appeal.

Section 17. Term.

17.1 This Agreement shall commence on December 19, 2011 ("Commencement Date") and continue through December 1st, 2014 ("Term") unless terminated earlier as provided in this Agreement.

17.2 At least 90 days prior to December 18, 2014, unless this agreement has terminated earlier as provided in this Agreement, the City Commission shall notify the City Manager of its intention to enter into a new agreement, extend this Agreement for such term as the parties may agree or allow this Agreement to expire. Failure of the City Commission to act shall be deemed a decision to allow this Agreement to expire.

Section 18. Termination.

18.1 In accordance with the City's Charter, the City Manager shall serve at the pleasure of the City Commission. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Commission to terminate the services of the City Manager at any time. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to resign at any time from his position, subject only to the provisions set forth in this Section of this Agreement.

18.2. In the event the City Manager is terminated from the City's employment prior to the expiration of the Term without cause and provided that the Manager is otherwise willing and able to perform his duties under this Agreement, then in that event, the City agrees to give the City Manager thirty (30) day's notice of its intent to terminate him. At the expiration of that time, the Manager shall be deemed terminated and the City shall pay the City Manager a Severance Payment as follows:

18.2.1.

- (i) If terminated within the first 365 days of the Term, 20 weeks;
- (ii) If terminated between the 366th and 730th day of the Term, 13.32 weeks;
- (iii) If terminated from the 731st day to the last day of the Term, 6.66 weeks.

18.2.2. Medical, dental, vision, and pension benefits shall continue in the same manner and to the same extent as if the City Manager had remained employed to coincide with the number of weeks of Severance Payment from the date of termination or until the Manager is employed by another employer, whichever occurs first. The Manager shall also be compensated for all accrued unused vacation time calculated based upon the Manager's then current salary.

18.3 In the event City Manager is terminated from the City's employment with cause the City shall have no obligation to pay any Severance Payment. For the purposes of this Section "for cause" shall be defined as: (i) breach of any material term or condition of this Agreement; (ii) violation of any applicable laws or codes; (iii) malfeasance or misconduct as defined by Florida Statutes; (iv) Fraud, misappropriation or embezzlement; (v) violation of the Florida Code of Ethics for Public Officers and employees, the Miami-Dade Conflict of Interest and Code of Ethics, the City Charter, or the City's Conflict of Interest Ordinance; or (vi) conviction of a felony (including a misdemeanor involving moral turpitude) or a finding of guilt of a felony (including a misdemeanor involving moral turpitude) with a withholding of adjudication.

18.4 In the event that the City Manager voluntarily resigns during the Term of this Agreement, the City Manager shall provide the City with 60 days advance written notice, unless the parties agree in writing to a different period of time. In the event of resignation by the City Manager under this Section, the City Manager shall not be entitled to receive the Severance Payment specified in Section 18.2, but the City shall pay the City Manager all accrued unused sick and vacation leave calculated at the City Manager's rate of pay in effect upon the date of termination.

18.5 In the event that the City Manager voluntarily resigns with less than 60 days advance written notice, the City Commission may elect to terminate the City Manager

immediately or allow the City Manager to continue to serve until the date specified in the City Manager's resignation. In the event of a resignation or termination under this paragraph, notwithstanding any other provisions of this Section, the City Manager shall not be entitled to receive either Severance Payment or vacation or sick leave unless the City Commission authorizes payment of same.

18.6 If the City Manager is unable to perform his duties as specified in Section 2 of this Agreement for a period of ninety (90) consecutive days during the Term of this Agreement, due to either disability, sickness, accident, or injury as certified by a physician, this Agreement shall be deemed terminated. In the event of the City Manager's death, this Agreement shall be deemed terminated. If the Agreement is terminated under this Section, then the Severance Payment specified in Section 18.2 shall not be applicable.

18.7 Unless otherwise specified in this Agreement, upon termination or expiration of this Agreement, the City Manager or his beneficiary, shall be entitled to receive payment of any accrued unused sick or vacation leave in accordance with the terms of this Agreement.

18.8 Notwithstanding the provisions of Section 18.7, if the City Manager is terminated for cause, sick and vacation leave shall not be paid.

18.9 For purposes of this Section, "Severance Payment" shall be based upon the salary specified in Section 3.1 and shall include the City's continued payment of the City Manager's medical, dental, vision, and pension benefits as specified in Section 18.2.(i).A. All Severance Payments shall be paid to City Manager in a lump sum upon his termination or within thirty (30) days thereafter at the City Commission's option. The City shall have no further financial obligation to the City Manager beyond those payments specified in this Section.

Section 19. Miscellaneous Provisions.

19.1 Complete Agreement. It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreement, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

19.2 Amendment. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and with equal dignity herewith.

19.3 No Waiver. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

19.4 Non-Assignment. The rights and obligations herein granted are personal in nature and cannot be transferred or assigned by the City Manager.

19.5 Governing Law. Florida law shall govern this Agreement and any litigation, which may arise from this Agreement, shall be filed and litigated in the Circuit Court in and for Miami-Dade County, Florida, or, if in Federal Court, in the Southern District of Florida.

19.6 Notice. Notice to either party shall be deemed given if sent by certified mail, return receipt requested, by recognized public or private postal facilities, by hand delivery, or delivered at a City Commission meeting. Notice shall be sent as follows or at such address as may be provided in writing to all parties at any time during the Term.:

For the City:

, Mayor

City of North Bay Village
1700 Kennedy Causeway, Suite 132
North Bay Village, FL 33141
(305) 756-7171

With a copy to:

Nina Boniske, City Attorney
Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134
(305) 854-0800

For the City Manager:

Dennis Kelly
5700 Graystone Drive
Ft. Smith, Arkansas 72916

Section 19.7 Construction. This Agreement has been a joint effort of the parties, and the resulting documents, solely as a matter of judicial construction, shall not be construed more severely against one of the parties than the other.

Section 19.8 Severability. In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed to be in full force and effect. In case any one or more of the provisions of this Agreement shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable in any respect, the validity of the remaining provisions of this Agreement shall be in no way affected, prejudiced, or disturbed thereby.

Section 19.9. Terms of Personnel Manual. Unless specifically otherwise addressed or specified in this Agreement, and to the extent applicable, the terms of the Manual shall apply.

Section 20. WAIVER OF JURY TRIAL.

BOTH THE CITY AND THE CITY MANAGER KNOWINGLY,
VOLUNTARILY, AND IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN

8AL(17)

ANY CIVIL PROCEEDINGS THAT MAY BE INITIATED BY EITHER PARTY WITH RESPECT TO ANY TERM OR CONDITION OF THIS AGREEMENT.

IN WITNESS WHEREOF, the City, by signature of the Mayor as authorized by the City Commission in accordance with Resolution No. _____ passed on November 29, 2011, and City Manager have signed and executed this Agreement the day and year first above written.

CITY OF NORTH BAY VILLAGE

By: _____, Mayor

ATTEST:

Yvonne Hamilton, City Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE OF THE CITY COMMISSION ONLY:**

City Attorney
Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.

CITY MANAGER

Dennis Kelly
Date: _____