

MINUTES

OF THE
SPECIAL
CITY COUNCIL MEETING

AUGUST 12, 2008



PREPARED BY:
SOLOMON ODENZ, CITY CLERK

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MINUTES

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THE PURPOSE OF THIS SPECIAL MEETING WAS TO DISCUSS AND RESOLVE THE TERMS AND CONDITIONS OF THE CITY MANAGER'S CONTRACT.

1. ROLL CALL OF THE CITY OFFICIALS:

MAYOR	RAYMOND F. MARIN, PRESIDING
VICE MAYOR	FRANTZ PIERRE
COUNCILMAN	PHILIPPE DEROSE
COUNCILWOMAN	PHYLLIS S. SMITH
COUNCILMAN	JAY R. CHERNOFF
COUNCILMAN	MYRON ROSNER
COUNCILMAN	JOHN PATRICK JULIEN
CITY MANAGER	KELVIN L. BAKER
CITY ATTORNEY	HOWARD B. LENARD
CITY CLERK	SOLOMON ODENZ

Much discussion ensued among City Council Members, and by the City Manager's Attorney, Mr. Normal Powell, and the City Manager, Kelvin L. Baker, relative to the City Manager's Contract Terms and Conditions and, in particular, the subject of, salary, severance package, vehicle, annual and sick leave, leave payout, COLA adjustments, retirement plan, health and dental insurance, and other benefits.

Thereafter, at approximately 11:28 a.m. a RECESS was called. Thereafter, at approximately 11:40 a.m. the Special Meeting of the City Council Reconvened with a Roll Call as follows:

MAYOR	RAYMOND F. MARIN, PRESIDING
VICE MAYOR	FRANTZ PIERRE
COUNCILMAN	PHILIPPE DEROSE
COUNCILWOMAN	PHYLLIS S. SMITH
COUNCILMAN	JAY R. CHERNOFF
COUNCILMAN	MYRON ROSNER
COUNCILMAN	JOHN PATRICK JULIEN

Thereafter, the following MOTION was made:
MOTION by VICE MAYOR PIERRE, seconded by COUNCLMAN JULIEN to RATIFY Plan B (i.e. consider salary of \$200,000 instead of \$225,000).

After discussion on this MOTION, COUNCILMAN JULIEN WITHDREW his SECOND. Therefore, this MOTION DIED FOR LACK OF SECOND.

Party(ies) Appearing:

- | | |
|--|---|
| 1. Bert Kehren
3302 N.E. 171 Street
North Miami Beach, FL. | 4. Carmen Kienzle
1653 N.E. 178 Street
North Miami Beach, FL |
| 2. Richard Reiss
23 N.W. 169 Street
North Miami Beach, FL. | 5. Mubarak Kazan
15564 N.E. 12 Avenue
North Miami Beach, FL. |
| 3. Muriel Kemp
1479 N.E. 178 Street
North Miami Beach, FL. | 6. Charles Loeb
16800 N.E. 15 Avenue #112
North Miami Beach, FL |
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MOTION by MAYOR MARIN, seconded by COUNCILMAN DEROSE, to APPROVE the terms and conditions of the City Manager's Contract, to be submitted in final form to the City Clerk (see attachment to these Minutes) by Mr. Norman Powell, Attorney for Kelvin L. Baker, City Manager. MOTION CARRIED.

with COUNCILMAN CHERNOFF voting in the negative.

There being no further business to come before the City Council of the City of North Miami Beach, the **SPECIAL MEETING** of the City Council of the City of North Miami Beach was ADJOURNED at 12:03 PM.

CERTIFICATION

I, SOLOMON ODENZ, CITY CLERK OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, DO HEREBY CERTIFY THAT THE FOREGOING MINUTES, PAGES ONE (1) THROUGH PAGE TWO (2) INCLUSIVE, (PLUS ONE (1) ATTACHMENT, COPY OF CITY MANAGER CONTRACT ENTITLED "CONDITIONS OF EMPLOYMENT" DATED 8/12/08) TO BE THE OFFICIAL RECORD OF THE CITY COUNCIL PROCEEDINGS AS TAPE RECORDED AT THE **SPECIAL CITY COUNCIL MEETING OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, HELD ON THE TWELFTH (12TH) DAY OF AUGUST, 2008.**

(SEAL)



SOLOMON ODENZ, CITY CLERK
CITY OF NORTH MIAMI BEACH

CONDITIONS OF EMPLOYMENT

EMPLOYER: City of North Miami Beach, Florida

POSITION: City Manager

EMPLOYEE: KELVIN L. BAKER

DUTIES: Employee shall perform the duties and exercise the powers as provided by state law, the City Charter and City Code, and to perform such other legally permissible and proper duties and functions as assigned by the City Council from time to time.

SALARY: Employee's initial salary shall be \$3,847 per week or a \$200,000 yearly equivalent. Employee shall be entitled to receive a cost of living increase annually. Employee's salary and/or benefits may be enhanced at the City Council's discretion. Employee may also receive an annual discretionary performance bonus in the maximum amount of ten percent (10%) of Employee's current salary.

LEAVE: Employee shall be entitled to twenty (20) days of annual leave and ten (10) days of sick leave. Employee shall also be entitled to two (2) floating holidays per calendar year and to one (1) birthday day per calendar year

BENEFITS City shall provide Employee with benefits that are consistent with the benefits that are provide to the City's senior Management. Employee is expected to evaluate the City's current benefits package and recommend proposed changes to the City Council.

**PENSION
ELIGIBILITY:** Employee shall continue his participation in the Retirement Plan and Trust for the Management Employees of the City of North Miami Beach (Florida League of Cities), effective January 7, 2003. Employee Mandatory Employee contribution is 8% and subject to change as determined by the City.

**HEALTH
INSURANCE:** Employee and Employee's family shall be provided health insurance at no cost to Employee and Employee's family. Upon separation of employment with the City, Employee's health insurance shall be continued in accordance with Resolution No. 98-53 and Ordinance No. 2000-10 and 2002-30.

**DENTAL
INSURANCE:** Employee and Employee's family shall be provided dental insurance at no cost to Employee and Employee's family. Upon separation of employment with the City, Employee's health insurance shall be continued in accordance with Resolution No. 98-53 and Ordinance No. 2000-10 and 2002-30.

DISABILITY Employee shall be provided long and short term disability insurance at no cost to Employee.

**LIFE
INSURANCE**

City shall provide Employee with life insurance in an amount that is twice Employee's annual salary. For this purpose salary shall be capped at \$200,000. At separation, City's obligation to continue to pay for Employee's life insurance shall discontinue. Employee's insurance shall be portable so that if Employee elects, the policy maybe converted.

SEVERANCE

Employee may be terminated from employment with or without cause at any time. If Employee is terminated within the first year of his employment, the City agrees to pay Employee a lump sum cash payment equal to twelve (12) months' salary. If Employee is terminated during the second year of his employment, the City agrees to pay Employee a lump sum cash payment equal to nine (9) months' salary; thereafter Employee shall be entitled to a lump sum cash payment equal to six (6) month's salary. Employee shall not be entitled to any severance if terminated for cause pursuant to the City Charter and laws of the City of North Miami Beach, and the laws of the State of Florida.

**AUTOMOBILE
ALLOWANCE:**

Employee shall be provided a motor vehicle allowance of \$750 per month or Employee may elect to use a City provided vehicle primarily for City purposes.

**CELL PHONE
ALLOWANCE:**

Employee shall be provided a cellular phone allowance of \$90 per month.

**PROFESSIONAL
DEVELOPMENT:**

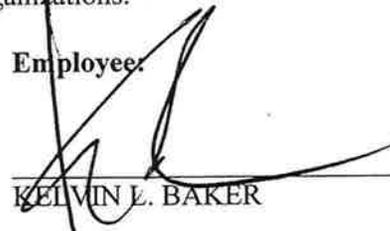
City shall pay Employee's reasonable dues, subscriptions, and travel and subsistence expenses for continuation and membership and participation in professional associations, organizations.

City of North Miami Beach, Florida:

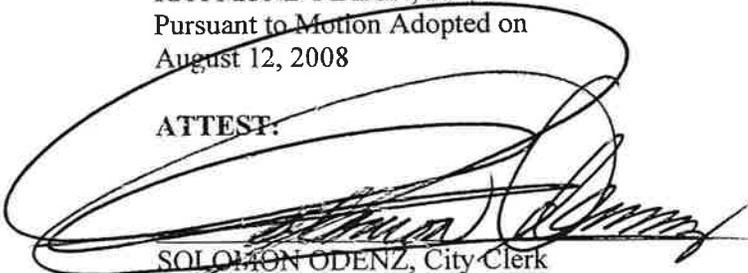
Employee:

By: 

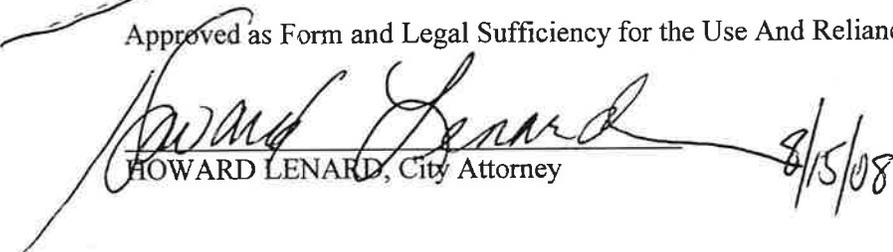
RAYMOND MARIN, Mayor
Pursuant to Motion Adopted on
August 12, 2008


KELVIN L. BAKER

ATTEST:


SOLOMON ODENZ, City Clerk

Approved as Form and Legal Sufficiency for the Use And Reliance of the City Only:


HOWARD LENARD, City Attorney

8/15/08