



THE TOWN OF KENNETH CITY, FLORIDA
COUNCIL MEETING
PUBLIC NOTICE

The Council of the Town of Kenneth City will meet at Community Hall, located 4600 58th Street North, Kenneth City, Florida to discuss the agenda items of Town business listed at the time indicated below.

6:30 pm	August 11, 2021	Community Hall
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- A. Call to Order
- B. Invocation and Pledge of Allegiance
- C. Roll Call
- D. Consent Agenda

Meeting Minutes:

- July 14, 2021
- July 21, 2021
- July 29, 2021
- July 30, 2021
- August 4, 2021

- E. Public Comment – *formerly called Open Forum* (limited to 3 minutes)

Please state your name and address for the record. Public participation is encouraged. If you are addressing the Council, step to the podium and state your name and address for the record.

Public comments can also be submitted by email to the Town Clerk at Town57@kennethcityfl.org, written comments must be received by 4pm on the day of the meeting, and will be read aloud during the meeting. Please limit your comments to 400 words as the comments are limited to three minutes.

- F. Action Agenda
 1. Proclamation for International Overdose Awareness Day
 2. Approval of Town Manager Employment Agreement
 3. Amend Imagine That Performance Consultant Contract
- G. Mayor/Council/Attorney/Manager Comments
- H. Adjournment

Any person who decides to appeal any decision of the Town Council with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may 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. The law does not require the Town Clerk to transcribe verbatim minutes; therefore, the applicant must make the necessary arrangements with a private reporting firm and bear the resulting expense. In accordance with the Americans with Disability Act and F.S. 286.26; any person with a disability requiring reasonable accommodation in order to participate in this meeting should call 727-498-8948 or fax a written request to 727-498-8841. www.kennethcityfl.org



THE TOWN OF KENNETH CITY, FLORIDA
Council Meeting Minutes

July 14, 2021

A. Call to Order

B. Invocation and Pledge of Allegiance

C. Roll Call

Councilmember Noble
Councilmember Cummings
Councilmember Roberts
Vice Mayor Zemaitis
Mayor Howell
Interim Town Manager Spina
Attorney Mora

D. Consent Agenda

Motion to approve Consent Agenda made by Councilmember Noble
Second made by Vice Mayor Zemaitis
All in favor
Consent agenda was approved

E. Public Comment

Michael Wimmers – 6038 44th Avenue N

Mr. Wimmers wanted to make the Council aware of neighbors on his block that were not adhering to ordinances. He said there were residences with overgrown yards, trash, and multiple cars in the front yards. He felt that this was a problem that was not being addressed by the Town. He felt that the Police Department should be looking into this more and that something needed to be done.

Rose Roberts – 6026 44th Avenue N

Ms. Roberts was concerned about the houses on her block that were not being maintained and were out of control. She expressed that it was embarrassing to have people come over. She felt that this was a problem that nobody was addressing, and something needed to be done. She felt that property values would be impacted if the problem wasn't addressed.

Bea Eschenfelder – 6047 44th Avenue N

Ms. Eschenfelder indicated that she was a long-time resident of Kenneth City and she felt the same as Mr. Wimmers. She felt exasperated that some of the codes were not being enforced and that code violations such as tents, boats, and recreational vehicles were being overlooked. She felt that there were many violations going on and people were not getting permits. She felt that something needed to be done.

Pamela Verrissimo – 6062 44th Avenue N

Ms. Verrissimo echoed the concerns of her neighbors. She showed Council an example of a letter she received in 1988 regarding overgrown weeds. She complained that people were parking on the grass and felt that something needed to be done.

Tina Miller – 6074 44th Avenue N

Ms. Miller indicated that she has lived here 30 years and she echoed the concerns of her neighbors about people not keeping up their properties on her street. She was also concerned about the creek/canal/ditch where the Town put culverts in. She felt that this was not being kept up and people were throwing trash into it. She wanted to know if the Town was tending to it. She said the former Town Manager promised that the land would be maintained for utilities. She also asked that speed bump signs be placed on her streets because there is a lot of speeding taking place and it is very dangerous. She indicated that the street was full of small children, and it was very dangerous. She also alerted the Town Council that there had been an increase in burglaries, thefts, and vandalism since the Town put in the walkway near her home. She wanted to know what the Town was going to do about it to make the area safer.

Cindy Hite – 6514 43rd Avenue N

Ms. Hite came to the meeting to bring awareness about overdose. She said she lost her son to overdose and wanted to bring awareness to Kenneth City about the issue. She asked the Town and residents to display information at their businesses and homes about August 31 which was Overdose Awareness Day. She said it was a huge problem and people needed to be aware of it.

Richard Morrison – 4804 Lake Charles Drive N

Mr. Morrison asked about short-term rentals and the 90-day minimum. He said that there was someone in the neighborhood who was in and out, making noise, and there were kids running around the lake. He said that the Police Department had come out to assess the situation, but it was still happening. He wanted to know if the 90-day minimum was still enforceable. Mr. Morrison was advised by Interim Town Manager Spina that it was still enforceable. Mr. Morrison inquired as to why the previous Town Manager left. He was advised by Mayor Howell that the previous Town Manager resigned and was not fired.

Clark Finnegan – 5905 47th Avenue N

Mr. Finnegan asked about Town Manager and other personnel leaving. He wanted to know why this happened as it impacts the Town's ability to provide services.

Mayor Howell indicated that all the employees left on their own accord. He said that the Town had the unique ability to start from scratch and make things better for the residents.

F. Action Agenda

1. Schedule Budget Workshop

Interim Manager Spina advised Council of the need to set a workshop meeting on July 21 or July 28 to go over the draft budget. Interim Manager Spina advised the Council of the August 4 deadline to set the millage rate.

Attorney Mora advised the Council that they would be discussing Town Manager candidates later in the meeting and there would also be a need for a meeting to advance the recruitment process.

A motion to schedule a meeting on July 21, 2021 was made by Councilmember Noble

Second made by Vice Mayor Zemaitis

All in favor

Motion to schedule a meeting on July 21, 2021 was approved

2. Discuss PBA Contract Negotiations

Interim Manager Spina advised Council of the ongoing PBA negotiations and indicated that they were in negotiations over salaries. He indicated that the Police Department was experiencing problems with employee retention as 16 police officers had left the department since 2018. It was his belief that this was largely due to the Town's pay scale. He advised that if the Town wished to retain officers, they would need to increase the pay scale to remain competitive.

Attorney Mora advised that the negotiations had been collegial. He felt that management was bringing forth this discussion because it was a tenable and sustainable approach to maintain the department while also addressing the problem of attrition.

There was a discussion of the current pay scale and what the changes, if approved, would cost.

Council gave consensus to continue negotiating with the PBA on the salary increases. Council was advised that a fully amended agreement would be brought to them for final approval.

3. Pension Plan Resolution – Resolution 2021-02

Attorney Mora explained the transition the Town had been experiencing and the need for this Resolution. He advised that the Town's pension plan required a new point of contact. For the time being, Mayor Howell would serve in this capacity until new employees were onboarded. He advised that this was purely an administrative designation and this would be revisited at a later date.

Motion to approve Resolution 2021-02 was made by Councilmember Noble

Second made by Vice Mayor Zemaitis

All in favor

Motion to accept Resolution 2021-02 was approved

4. Emergency Resolution – Tropical Storm Elsa

Attorney Mora explained that Resolution 2021-03 was ratifying the State of Local Emergency which would have given the Town the power to invoke emergency powers during Tropical Storm Elsa.

Motion to approve Resolution 2021-03 was made by Vice Mayor Zemaitis

Second made by Councilmember Noble

All in favor

Motion to accept Resolution 2021-03 was approved

5. Town Manager Selection Process

Attorney Mora opened the discussion and explained the Town Manager selection process. He advised that 29 candidates had met the application requirements and that Senior Advisor Pam Brangaccio had separated them into 3 categories. He directed Council to the memo provided in the agenda packet. He asked the Council to narrow the field down to 5 to 7 candidates.

Ms. Brangaccio explained her process of selecting and sorting the candidates. She advised that there was quite a bit of diversity in terms of the education and background of the candidates. She suggested that finding the right fit for the Town was important. She reread the advertisement that was used to solicit candidates to remind the Council of the qualifications that were being sought. She discussed the process and various options for hiring the Town Manager. She advised the Council to consider whether they wanted to have individual meetings with the candidates.

Council gave consensus that they would like to have individual meetings with the candidates. Ms. Brangaccio reminded the Council that background checks would still need to be conducted on the candidates, but that this was not the role of the Senior Advisor. She suggested that the Town have the Police Department run the background checks or hire a private recruiting firm.

Discussion on scheduling interviews continued between Council.

Council was given the opportunity to select their top candidates through a secret ballot process. Council submitted their selections and Attorney Mora calculated

the votes. From the first round of secret ballots, 4 candidates were selected: Mark Kutney, William Vance, Patrick Marsh, and Ricardo Mendez.

Council gave consensus to have discussion to select the remaining candidates. Council continued discussion on their preferred candidates.

Council was given the opportunity to select the remaining candidates through a secret ballot process. Council submitted their selections and Attorney Mora calculated the votes. From the second round of secret ballots, 3 candidates were selected: Whitney Marsh, Timothy Rhode, and Peter Cavalli.

Attorney Mora advised that he would contact the candidates. He then discussed the next steps in the selection process.

He advised that the seven (7) Town Manager candidates that he would contact were: Mark Kutney, Patrick Marsh, Ricardo Mendez, William Vance, Timothy Rhode, Peter Cavalli, and Whitney Marsh.

6. Town Clerk Selection Process

Attorney Mora began discussion on the Town Clerk selection process. He advised that the Council select their preferred candidates that evening and schedule interviews for the following week. Through a secret ballot process, Council selected two (2) candidates to be interviewed: Vanessa Mutchnick and Janice Rutan.

Attorney Mora indicated that he would communicate with the selected candidates to be interviewed on July 21, 2021 in person or via Zoom.

G. Mayor/Council/Attorney/Manager Comments

Vice Mayor Zemaitis thanked Ms. Brangaccio for attending the meeting and helping the Town with its Town Manager selection process.

She also addressed some of the concerns expressed during public comment. She advised that the Police Chief was taking notes and she was sure the issues would be remedied.

Vice Mayor Zemaitis wanted to post information about overdose awareness on the Town's Facebook page.

Councilmember Noble felt that the Police Department should be able to resume their normal events now that things were opening back up again. She felt that the information on overdose awareness should also be posted on the Police Department's Facebook page.

Attorney Mora discussed the Council's role and the Town Manager job. He expressed a desire to see things progress forward.

Mayor Howell expressed that he was proud to see the Town Council working together as a team.

Attorney Mora thanked the Council for the work they had done at this evening's meeting. He provided an update on the legislative session which included home-based businesses. He advised that this bill may have an impact on the Town's ordinances.

H. Adjournment

Motion to adjourn the meeting was made by Vice Mayor Zemaitis
Second Councilmember Noble
All in favor
Meeting was adjourned

Respectfully submitted,

Jocilyn Martinez

Interim Town Clerk



THE TOWN OF KENNETH CITY, FLORIDA

Budget Workshop Meeting Minutes

July 21, 2021

A. Call to Order

B. Invocation and Pledge of Allegiance

C. Roll Call

Councilmember Noble
Councilmember Cummings
Councilmember Roberts
Vice Mayor Zemaitis
Mayor Howell
Interim Town Manager Spina
Attorney Mora

D. Public Comment – *formerly called Open Forum* (limited to 3 minutes)

No public comment

E. Discussion of Draft Budget

Interim Town Manager Spina introduced the budget and advised Council that he would do so, page by page. There was a discussion about intergovernmental funding which Interim Manager Spina indicated that he expected this funding to increase. He discussed the ad valorem taxes and gave Council options of whether they should maintain or consider raising the millage rate. He advised that this was something to consider because the budget was tight. As a result, there were not a lot of new things in the draft budget, fewer capital projects, limited resources, and a lack of opportunity to increase certain line items. He advised Council that the other alternative was to make some cuts to the budget. But that those opportunities were limited. A significant amount of money (\$452,925) was drawn from reserves to balancing this budget. He described this draft budget as a conservative one.

The Interim Town Manager discussed various aspects of the budget with Council.

Licensing and permits were discussed.

Transportation impact fee was discussed.

State revenue share funding was discussed.

Increasing staff salaries and open positions were discussed.

Interim Town Manager Spina indicated that accounting costs had increased because of the contractual arrangement the Town has with a local accounting firm to serve in the capacity of Finance and Human Resources.

Interim Town Manager Spina indicated that with all the staffing changes the Town was experiencing that there would be an increased need to reach out to the attorney for assistance and advice. There was a discussion on how the attorney retainer functioned. Attorney Mora discussed his contractual arrangement with the Town.

There was a discussion on general government expenditures. It was discussed that there was no Town Vehicle at the present time, so no funds were allocated to it.

There was a discussion on the increase in the auditor's fees. There was also a discussion on the Forensic Analysis that was performed for the Police Department. Attorney Mora indicated that the issue had been resolved and gave a detailed explanation of the outcome. There was a discussion about the current auditor's contract and the need to potentially seek a new contract.

An increase in workman's comprehensive insurance was discussed. It was suggested that this increase correlated with an increase in salaries.

There was a discussion on the cost of health insurance and the Town's dependent coverage benefit. There was a discussion amongst Council and staff about the process of seeking out new health insurance coverage.

There was discussion on the need for increasing engineer fees.

There was discussion on the increase in liability insurance.

Interim Town Manager Spina recommended that the Police Chief's salary be increased. There was a discussion in this topic by Council and staff. There was also discussion on increasing the salaries of police officers and civilian police department personnel. Council consensus was given to increase Police Department Senior Administrative Assistant salary.

There was a discussion on the need to add funding for a crossing guard into this year's budget. Council and staff discussed the need for a crossing guard. It was determined that although it had been eliminated in the past, it had become a safety concern by other jurisdictions.

There was a discussion about the need to purchase new unmarked vehicles for the Police Department. It was determined that the cars were needed due to the high costs of vehicle repairs on older vehicles currently in the Town's fleet. Additional costs related to the Police Department were also discussed, such as ticket revenue, revenue from vehicle seizures, uniform cleaning stipend, and gym membership.

There was a discussion on increasing salaries in the Public Works Department and the length of the employee probationary period. Council gave consensus to raise the salary of the Public Works Supervisor.

Interim Town Manager Spina indicated that the draft budget was based on a millage rate of 5.4374 mills. He recommended that the Town needed to consider expanding its revenue base to help increase revenue for the future.

Attorney Mora discussed the millage rate process.

There was ongoing discussion between Council and staff regarding millage rate. Council gave consensus to raise the proposed millage rate to 5.7742 mills.

There was a discussion on utilizing resources provided by Forward Pinellas

Discussion also took place regarding special events. It was determined that that could be brought up for conversation and budget amendments could be made, if needed.

F. Mayor/Council/Attorney/Manager Comments

No comments

G. Adjournment

Motion to adjourn the meeting was made by Councilmember Cummings

Second was made by Councilmember Noble

All in favor

Meeting adjourned



THE TOWN OF KENNETH CITY, FLORIDA

Special Meeting Minutes

July 21, 2021

A. Call to Order

B. Roll Call

Councilmember Noble
Councilmember Cummings
Councilmember Roberts
Vice Mayor Zemaitis
Mayor Howell
Interim Town Manager Spina
Attorney Mora

C. Public Comment – *formerly called Open Forum* (limited to 3 minutes)

There were no comments.

D. Action Agenda

1. Resolution 2021-04 – Setting the Proposed Millage Rate

Interim Town Manager Spina introduced the topic of the proposed millage rate. There was a discussion amongst Council regarding the benefits and disadvantages of the different proposed millage rates. There was a discussion amongst Council on adopting a proposed millage rate of 5.4374 mills or 5.7742 mills. The millage rate topic and corresponding process was discussed by Council and staff.

A motion was made to approve Resolution 2021-04 with the inclusion of the following language: **Section 1.** Pursuant to Section 200.065, Florida Statute, the fiscal year 2021-2022 ad valorem millage rate for the Town of Kenneth City is hereby initially proposed to be established as 5.4374 mills, which is more than the roll back rate of 5.0266 mills by 8.27% by Councilmember Roberts

A second was made by Vice Mayor Zemaitis

Motion to approve Resolution 2021-04 was passed

Attorney Mora read Resolution 2021-04 into the record.

Interim Manager Spina recommended a workshop take place on August 4, 2021, to discuss the Town Capital Improvement Plan and Beautification Fund. Council gave consensus to have a workshop on August 4, 2021.

2. Town Clerk Selection

Attorney Mora discussed the Town Clerk selection process. He went over a brief history of what had transpired with the candidates since the last meeting. It was suggested that the position would need to be re-advertised. There was a discussion on where to advertise the position and the appropriate length of time for it to be publicized.

Rob Duncan, Managing Director of Imagine that Performance, recommended that the Town allow his team of consultants to re-write the job description for Town Clerk and make the position more inclusive with the position serving as a Town Clerk/Assistant to the Town Manager. Council gave consensus to allow the Imagine that Performance team to re-write the job advertisement and enhance to places it was listed for advertisement.

FCCMA Senior Advisor Pam Brangaccio spoke about the Town Manager selection process. She advised that there would be individual interviews in Town Hall on Wednesday and public interviews on Thursday and Friday. She advised that some interviews would take place via Zoom and some would be in person. She advised Council on how to conduct the interviews and gave some examples of questions to ask. The schedule of interviews for each night was discussed and the start time for each was also discussed. It was determined that the individual interviews would start at 5:30 pm on Wednesday, July 28, 2021, and the public interviews would start at 6:00 pm on Thursday, July 29, 2021 and Friday, July 30, 2021.

Attorney Mora discussed the need for performing background checks on the candidates and the procedure for doing so.

E. Mayor/Council/Attorney/Manager Comments

There were no comments.

F. Adjournment

A motion was made by Vice Mayor Zemaitis to adjourn the meeting

A second was made by Councilmember Cummings

All in favor

The meeting was adjourned



THE TOWN OF KENNETH CITY, FLORIDA

Special Meeting Minutes

July 29, 2021

A. Call to Order

B. Invocation and Pledge of Allegiance

C. Roll Call

Councilmember Noble
Councilmember Cummings
Councilmember Roberts
Vice Mayor Zemaitis
Mayor Howell
Interim Town Manager Spina
Attorney Mora

D. Public Comment – *formerly called Open Forum* (limited to 3 minutes)

There was no public comment.

E. Town Manager Interviews

Attorney Mora turned over the meeting to FCCMA Senior Advisor Pam Brangaccio to advise on the interview process for the evening. Pam thanked the Council for their patience throughout this process and gave a brief overview of the Town Manager selection process. She advised that they were to make a selection at the evening scheduled for the next day. She also advised the Council on the format of the interview process.

Attorney Mora added additional comments on the process and advised that they were on track for the August 11th target date.

The first candidate to be interviewed was Mark Kutney.

Mr. Kutney gave a 5-minute introduction about his early life, education, and career. He explained why he would be a good fit for the Town Manager position.

Councilmember Roberts: What have you done to improve your knowledge over the past year about government?

Mr. Kutney advised that he was a certified planner and an ICMA credentialed manager and that he was required to do continuing education classes every year. He also advised that he was constantly doing webinars and going to conferences to expand knowledge.

Councilmember Noble: Select a weakness of yours and how it has inhibited you throughout your career and how you changed the weakness into a strength?

Mr. Kutney advised that he was continuing to improve on his strengths. He said some subordinates had advised him that he had an open-door policy that dominated too much of his time. He felt that could be viewed as a weakness. He has also been told that he was too honest, which some people could view as a weakness. He indicated that he had participated in the StrengthFinder Program which focuses on strengths and not weaknesses.

Vice Mayor Zemaitis: Over the course of your employment history, you have a history of lowering millage rates and increasing general funds. How will do you do that in Kenneth City?

Mr. Kutney indicated that that would be a challenge in Kenneth City but that he would focus on economic development, perhaps annexation. He would focus in maintaining property values, make sure code enforcement was kept up, and be conservative in spending.

Councilmember Cummings: What do you bring to this job that others might not?

Mr. Kutney indicated that he had a diversity of work experiences and felt that he had seen almost everything. He felt that having such a wide array of experiences gave him the ability to adjust and handle anything.

Mayor Howell: What problems have you experienced and how have you handled those experiences in working with different forms of government (i.e. Council-Manager, Strong Mayor)?

Mr. Kutney advised that the most important aspect of this job is to honor the collective majority of the elected body and get everyone on the same page. He

talked about how to work with elected officials that represented the minority opinion. He also discussed Council-employee relations.

Councilmember Roberts: What is the biggest accomplishment you had in your most recent position?

Mr. Kutney talked about his work with transitioning Brooksville's Police Department to the Hernando County Sheriff's Office and the terms of the contract negotiation that proved favorable to the City.

Councilmember Noble: What was your most difficult termination? What process did you use?

Mr. Kutney discussed that he had to terminate the Police Chief in Brooksville and the process he utilized to do so. He advised that he generally tries to work with employees to help them be successful using a Performance Improvement Plan or a Last Chance Agreement. He said some terminations may happen more quickly if an employee does something to disrespect the agency.

Vice Mayor Zemaitis: Have you looked into the Town, what direction do you see the Town moving in?

Mr. Kutney advised that Town was doing a lot but that the resources were spread out. But, he felt that the Town had a good foundation. He also felt that the Town had financial restrictions. He felt that the solution would be to try some economic development solutions to expand the tax base, establish good relationships with other entities, seek out grant assistance, and ask Council to have a goals session.

Councilmember Cummings: How would you create local partnerships with other local governments in the area?

Mr. Kutney indicated that the Town already had a good start on that with its current partnerships, like Pinellas Park. He indicated that he would try to meet other local managers so they could help one another. He would also seek out assistance from the County and state legislators.

Mayor Howell: You worked as a City Manager for Brooksville and there were many stories about you in the newspaper. Were you terminated or did you resign? Why? Why should we overlook what happened and hire you?

Mr. Kutney gave an overview of why he was terminated from the City of Brooksville. He felt that he had accomplished every objective he set out to and

had a track record of success. He said he still had good relationships and letters of recommendation from some of the elected officials from Brooksville.

Councilmember Roberts: What is your favorite part of being a City Manager? What do you enjoy doing most?

Mr. Kutney indicated that he enjoyed marshalling staff resources together to make a solid achievement. He enjoyed making his elected body proud and benefiting the community he is working for. He said he looked forward to more accomplishments.

Councilmember Noble: How would you communicate with citizens in the Town to inform them? How would you increase transparency?

Mr. Kutney suggested weekly or monthly sessions to talk about issues in the Town, a newsletter, open door policy, and the creation of a Citizens Congress.

Mayor Howell asked Mr. Kutney to make closing statements.

Mr. Kutney indicated that he was a hard-working person and thrived on accepting challenges and crises. He felt that the Town had a good foundation in place but needed someone to marshal everything together. He felt the groundwork was already there but needed to be enhanced and taken to the next level.

Mr. Kutney shook hands with each Council member.

Attorney Mora asked for a 5-minute recess to setup the Zoom interview for next candidate.

Mayor Howell opened the meeting, and introduced the next interview candidate William Vance.

Mayor Howell asked Mr. Vance to address Council and give a brief introduction of himself. Mr. Vance gave an introduction about his life, education, and career.

Councilmember Roberts: What have you have to done to improve your knowledge in the past year?

Mr. Vance indicated that he hadn't had any additional training but had been an ICMA credentialed manager since 1994.

Councilmember Cummings: What do you bring to this job that others might not?

Mr. Vance indicated that he had a tremendous amount of local government experience. He indicated that he helped build professional organizations and had a lot of success doing that.

Councilmember Noble: Select a weakness of yours and how it has inhibited you throughout your career and how you changed the weakness into a strength?

Mr. Vance indicated that he had always tried to get a lot done. He felt that earlier in his career he tried to tackle too many things at once. But that he learned to slow down and prioritize tasks without spreading himself too thin.

Vice Mayor Zemaitis: What direction do you see the Town moving in?

Mr. Vance indicated that that was the job of the policymakers. He felt that his job was to provide expertise on operations and take the policy direction provided by Council to help guarantee success.

Mayor Howell: What problems have you experienced and how have you handled those experiences in working with different forms of government (i.e. Council-Manager, Strong Mayor)?

Mr. Vance indicated that he worked in organizations with both forms of government and felt that he was able to adapt and accommodate both styles.

Councilmember Roberts: What is the biggest accomplishment you had in your most recent position?

Mr. Vance told the Council about a successful project involving a Holiday Inn that had been vacant for many years and marketed the property for a better use.

Councilmember Cummings: How would you create partnerships with other local governments in the area?

Mr. Vance indicated that he would try to meet people and introduce himself. He would get to know local managers, county commissioners, and state representatives. He would try to identify regional opportunities to pool resources together to help get things accomplished.

Councilmember Noble: What was your most difficult termination? What process did you use?

Mr. Vance indicated that he hadn't had many terminations but the ones he had experiences with were young professionals who were not willing to learn from mentors or follow job descriptions.

Vice Mayor Zemaitis: You have had a proven track record in Florida with successful stormwater improvements and economic development efforts. How would use those skills in Kenneth City?

Mr. Vance indicated that he would hit the ground running in Kenneth City and maximize every opportunity for economic development. For stormwater improvements, Mr. Vance indicated he would seek of help from the State of Florida, Department of Environmental Protection, and lobby to help get funding to improve stormwater conditions.

Mayor Howell: You have had 4 different jobs of being a Town Manager, can you tell us, starting with the first one, why you are no longer there?

Mr. Vance traced his employment history and gave a brief overview of his career and employment history for the various jobs he has had since he became a professional manager. He also articulated the reasons why he left certain jobs.

Councilmember Roberts: What is your favorite part of being a City Manager? What do you enjoy doing most?

Mr. Vance indicated that he liked helping people and being in a position where anything is possible. He said that he enjoyed influencing positive outcomes for elected officials and employees. He said his motto was that anything is possible and every idea is welcome to help improve a community as a whole.

Councilmember Noble: How would you communicate with citizens in the Town to inform them? How would you increase transparency?

Mr. Vance indicated that he would utilize newsletters, Facebook, websites, a community access tv channel. He said the Town Manager would take calls from

residents and meet with small groups. He said he would utilize every option available and hoped people would tune in.

Mayor Howell asked Mr. Vance if he had any closing comments.

Mr. Vance said he was very impressed with the individual interviews with Council the previous evening. He felt that they were a collective body of policymakers who wanted to do good things and help the Town move forward. He said he got that sense from each Council member. He felt that that He would be a good fit for Kenneth City.

Attorney Mora explained that Council would be expected to decide on a candidate the following evening and he would be in touch with candidates one way or another.

F. Mayor/Council/Attorney/Manager Comments

There were no comments.

G. Adjournment

A motion was made to adjourn the meeting by Vice Mayor Zemaitis
Second was made by Councilmember Noble
All in favor
Meeting was adjourned



THE TOWN OF KENNETH CITY, FLORIDA

Special Meeting Minutes

July 30, 2021

A. Call to Order

B. Invocation and Pledge of Allegiance

C. Roll Call

Councilmember Noble
Councilmember Cummings
Councilmember Roberts
Vice Mayor Zemaitis
Mayor Howell
Interim Town Manager Spina
Attorney Mora

D. Public Comment – *formerly called Open Forum* (limited to 3 minutes)

There was no public comment.

E. Town Manager Interviews

FCCMA Senior Advisor Pam Brangaccio reminded the Council of the format of the interview process. She advised that idea was to finish with the interviews, take a break and then move on to discussion, complete ballots to rank candidates, and then give a final decision to the Town Attorney that evening

The first candidate to be interviewed was Peter Cavalli.

Mr. Cavalli gave a brief introduction about himself.

Councilmember Roberts: What have you done to improve your knowledge over the past year about government?

Mr. Cavalli discussed a variety of things he has been involved with over the last year such as FCCMA, APWA, Florida Water and Pollution Control Association,

American Waterworks Association, and the Public Works Academy at Pinellas Technical College.

Councilmember Noble: Select a weakness of yours and how it has inhibited you throughout your career and how you changed the weakness into a strength?

Mr. Cavalli conveyed that an early weakness of his was being super shy, but that, through experience, it was now hard to get him to stop talking. Another challenge he had is getting involved with too many things and overloading his schedule. He has learned to say no more and manage his schedule better.

Vice Mayor Zemaitis: During our interview you talked about the budget. Of the top of your head, what are some areas that we can improve upon to help the Town save money?

Mr. Cavalli replied that the big way to save money was to review contracts, maybe put some out to bid. He said that he could also look at opportunities to team with local communities and see where it makes sense to contract out. He said the Town could look at using volunteers and interns. He said the Town needed to look more at how we are allocating resources and developing revenues. In St. Pete Beach he looked at business taxes to make sure those were being paid. The Town could rent out the community center and try to entice people to come into the Town. Once people are here, they will be spending money locally. The Town could hold community events, such as art festivals and classes. The Town could also look at annexation, where appropriate. He felt that something needed to be done about the Kmart property, also. The main intent would be to increase property values which will bring revenues to the Town.

Councilmember Cummings: What do you bring to this job that others might not?

Mr. Cavalli replied that he believed he had an advantage by virtue of working in the area as a practitioner and a teacher. He felt that he had a lot of connections and could get a lot of cooperation. He felt that he was an energetic person and brought a lot of energy to the people around him. He understood that working for a small city, he would wear a lot of hats and he understood how to do that. He felt that he was a multidisciplinary person and this was the proper size City for him.

Mayor Howell: I see that you have many things on your resume. What do you do at your job?

Mr. Cavalli replied that as Coordinator of the Public Works Academy he dealt with local cities and gave some examples. He said he maintains relationships with 24 municipalities, serves on many committees, serves on the leadership

team, deals with administration, and performs a variety of other tasks. He participates in strategic planning at all levels. He makes sure that the things the college is doing are marketable. Basically, he indicated that he does a lot of teaching, coordinating, and dealing with stakeholders.

Councilmember Roberts: What is the biggest accomplishment you had in your most recent position?

Mr. Cavalli replied that one of the biggest accomplishments was rewriting the curriculum which involved a lot of lesson planning and coordinating with the State, talking with stakeholders, and working with the Board of Governors. In fact, Mr. Cavalli felt that this would be like working with the Council to implement their goals.

Councilmember Noble: We discussed about the Town is kind of a shell in that it doesn't have processes, procedures, and protocol. There are many regulatory things that need to be done. There are many things the Council and citizens would like to have done. How do you go about prioritizing these things?

Mr. Cavalli replied that he was looking at three-time frames: short-term goals which would be putting out fires (i.e., regulatory signs), midterm goals where he would work with the Council to implement goals, and then long-term goals such as strategic planning which could take the Town 1 to 2 years to complete.

Vice Mayor Zemaitis: How do you plan on being transparent and help bring information to the residents?

Mr. Cavalli replied that transparency was a key tenet that managers should be focused on. He felt that when citizens were not aware of what was going on in their community that led to a lot of distrust. He felt that regular newsletters, both electronic and print format, would be a good place to start. He gave examples of things that had been done in other communities to communicate with the residents about what was going on in their Town. He advised that he would have an open-door policy and hours where people could come in and ask questions. He suggested that he may walk around the community and chat with the residents, also.

Councilmember Cummings: Outline your first 30, 90, 180 days on the job for us.

Mr. Cavalli replied that in the first 30 days he would focus on stabilizing things such as replacing regulatory signs that don't meet code and focus on branding through a redesign of Town signage. Mr. Cavalli replied that in the mid-term, he would focus on the regulatory things that Councilmember Noble mentioned. He

indicated that he would also focus on improving the Town's CRS Rating to lower the cost of flood insurance for the residents, rejoin the NPDES Coordinator Committee, and have projects ready when Hazard Mitigation money is available. In the long-term, he indicated that he would focus on strategic planning and setting the Town on a good path forward.

Mayor Howell: So, you have been on committee and been doing a lot of things, but you have never been a City Manager before?

Mr. Cavalli replied that he had never applied before a City Manager job before. But, he felt as though he does have unique experience. He said he had worked as an Assistant Manager before.

Vice Mayor Zemaitis: If hired, when can you start? When would you be ICMA certified?

Mr. Cavalli replied that he was not sure how long it would take to become ICMA certified. He indicated that he was currently working to become a Certified Public Works Professional and then could begin working on his ICMA credentialing.

Mr. Cavalli indicated that he could begin working in 2 to 3 weeks if he were hired for the position.

Mayor Howell asked Mr. Cavalli to make his closing statements.

Mr. Cavalli indicated that it had been a pleasure interviewing with the Town and said he could be contacted if the Town should need any assistance, even if he did not get the job.

The Council thanked Mr. Cavalli.

Mayor Howell asked Attorney Mora if an open discussion was permitted at that point in the meeting.

Mayor Howell indicated that he had no questions for the next candidate. He asked Attorney Mora if it was necessary for the Council to interview the next candidate.

Attorney Mora indicated that some news had been circulating about the next candidate. Attorney Mora indicated that he had spoken with the candidate, and he was prepared to address the issue during the opening statements of his interview. Attorney Mora asked Ms. Brangaccio for her advice on the matter.

Ms. Brangaccio indicated that it was the Council's preference, and they did not need to interview the candidate if they did not want to do so.

Council discussed the issue at hand. There was a clear consensus by Council that they did not intend to interview the next candidate, Patrick Marsh.

Attorney Mora indicated that he would contact the candidate and communicate the Council's desire. He felt that the Council should return to public comment and discussion.

Mayor Howell closed the meeting for a short recess.

Mayor Howell reconvened the meeting and opened the meeting to public comment.

F. Action Agenda

1. Town Manager Selection

Ellen Dalbo – 4726 58th Street North

Ms. Dalbo felt that the Town needed somebody like Mr. Cavalli and she felt that he was a good candidate. She indicated that she thought Mr. Kutney was a good candidate before because he did a good job in his interview.

Fran Howell - 4931 56th Way North

Mrs. Howell expressed that she had her own opinions, that were different from her husband's. She felt that the Town had a problem in the past with employees not being certified and she felt that they should hire the person who is already certified.

Mayor Howell closed public comment.

Attorney Mora suggested that the Council speak in positive terms about the candidates.

Mayor Howell indicated that he thought Mark Kutney was a good candidate and he thought that Peter Cavalli might be good as a City Clerk. Then, if Mr. Cavalli wanted to become City Manager then that would be a good step to learn how to be one. Mayor Howell indicated that Mark Kutney was his first choice and Peter Cavalli was his second choice.

Councilmember Roberts indicated she liked both candidates. She felt that sometimes people learn as they go and being credentialed doesn't always mean you are the best candidate. She said she wasn't sure who she would pick but indicated that she liked both candidates. She did wonder about the water tower sale that Mr. Kutney mentioned but that there was a story everywhere.

Attorney Mora advised on the process of selecting the manager, suggesting that the Council select their first candidate and then pick an alternate. There was a discussion about the process.

Councilmember Noble reminded the Council that the requirement in the advertisement was to have an MPA. She indicated that both candidates had an MPA. She said she believed that both candidates were qualified but felt that the Town needed someone with enthusiasm that wanted to be there. She didn't feel that Mr. Kutney had that enthusiasm and didn't feel that he had spent the time to research Kenneth City. She felt that if he couldn't take the time to do the research then it would be hard for him to get the job done.

Vice Mayor Zemaitis indicated that she could see a difference in the candidates from the private interviews and the public interviews. She liked that Mr. Cavalli had a background in IT, grant writing, and public works. She felt that Mr. Cavalli had great ideas that could really benefit the Town more so than Mr. Kutney. She felt as though Mr. Kutney was not very prepared for his interviews.

Councilmember Noble articulated that the other candidates had been terminated from their jobs and were looking for work, except for Mr. Cavalli. She said that it appeared that he had learned a lot about the Town and put a lot of effort into his interview. To her, she felt that is a good indication of what he would be like if he got the job.

Councilmember Roberts was concerned that Mr. Kutney was not looking for long-term employment, due to his family situation. She was worried that the Council may find themselves looking for another candidate very soon if they chose Mr. Kutney.

Councilmember Cummings felt that everyone on Council had great points. He indicated that his first choice was Mr. Kutney. He said they had a good conversation and he felt he had great answers to the questions he was asked and did express enthusiasm. He felt that Mr. Cavalli had less experience as he had never been a City Manager before. But he did feel that both were qualified candidates and local enough for his preference.

Mayor Howell indicated that if Mr. Cavalli was chosen as the Town Manager then he would work with him as hard as he possibly could. He felt that Council was a

team and he would work with whomever the Town Manager ended up being to get their goals accomplished.

Councilmember Cummings indicated that he didn't think either candidate would be a bad choice for the Town Manager position.

Council filled out their ballots for Town Manager, sealed them, and handed them to Attorney Mora. Attorney Mora tabulated the votes and read the votes aloud:

Councilmember Roberts: Mr. Cavalli as #1, Mr. Kutney as #2

Mayor Howell: Mr. Kutney as #1, Mr. Cavalli as #2

Councilmember Cummings: Mr. Kutney as #1, Mr. Cavalli as #2

Vice Mayor Zemaitis: Mr. Cavalli as #1, Mr. Kutney as #2

Councilmember Noble: Mr. Cavalli as #1, Mr. Kutney as #2

Attorney Mora announced that all Councilmembers have selected Mr. Vance as their third choice.

Attorney Mora announced that three Councilmembers selected Mr. Cavalli as their first-choice candidate and two Councilmembers selected Mr. Kutney as their first-choice candidate. He indicated that Mr. Cavalli had the most votes based on the polling tabulation.

Attorney Mora spoke FCCMA Senior Advisor Pam Brangaccio and conferred on voting results.

Attorney Mora announced that Mr. Cavalli was the selected candidate. He indicated that he would begin negotiating with him as the next Town Manager, subject to a background check and contract terms. He indicated that if he and Mr. Cavalli could not reach agreement then he would begin negotiating with Mr. Kutney. He advised that he would inform each candidate of the results. He indicated that he didn't know how long the negotiations would take, that would be based on Mr. Cavalli's preferred terms.

There was a discussion amongst Council and staff regarding background checks on Town Manager candidates. There was a discussion on whether to pay for a private firm to conduct the background check or permit the Police Department to perform the background check. There was a consensus of Council to let the Police Department perform the background check. Attorney Mora indicated that he would advise Council if the Police Department was unable to do so.

Attorney Mora asked Council to give him the authority to negotiate the terms of the contract with the selected Town Manager candidate and wanted consensus on the maximum salary that they would prefer.

Council gave consensus for Attorney Mora to negotiate a salary of up to \$105,000.00 with the Town Manager candidate.

FCCMA Senior Advisor Pam Brangaccio indicated that she had confidence in Randy to bring the contract home and she said she hoped that the Council had a contract to approve at the next meeting.

Mayor Howell indicated that the Council had been through a long process but worked together as a team. He felt that they had selected a candidate that would work toward the betterment of Kenneth City.

G. Mayor/Council/Attorney/Manager Comments

Vice Mayor Zemaitis asked if she could show the other Councilmembers the Overdose Awareness images that she wanted to post on the Town's Facebook page.

Attorney Mora indicated that he had prepared a proclamation that would be placed on the agenda for the August 11, 2021 City Council meeting regarding Overdose Awareness.

Mayor Howell said that the Council was there to turn Kenneth City around and that is what they were going to do.

Interim Manager Spina reminded the Council about the Special Meeting and Budget Workshop on August 4th at 6:30 pm.

H. Adjournment

A motion was made to adjourn the meeting by Councilmember Roberts
Second was made by Vice Mayor Zemaitis
All in favor
Meeting was adjourned



THE TOWN OF KENNETH CITY, FLORIDA

Special Meeting Minutes

August 4, 2021

A. Call to Order

B. Invocation and Pledge of Allegiance

C. Roll Call

Councilmember Noble

Councilmember Cummings

Councilmember Roberts

Vice Mayor Zemaitis was absent

Mayor Howell

Interim Town Manager Spina

Attorney Mora

D. Public Comment – formerly called Open Forum (limited to 3 minutes)

Fran Howell - 4931 56th Way North

Mrs. Howell wanted to inform the Council and public that the business tax for their business was in her name and had been paid in full. She wanted it to be known that their business was in good standing.

E. Action Agenda

1. Approve PBA Contract between Suncoast PBA and Town of Kenneth City

Interim Town Manager Spina advised that Council that following previous consensus of Council on PBA contract negotiations, they would be discussing the final contract for approval that evening. Interim Town Manager Spina reviewed the highlights of the changes in the contract for Council.

Attorney Mora informed the Council that the rank-and-file members of the Police Department had approved the contract unanimously and that this was a sustainable arrangement to move the organization forward.

There was discussion between Council and staff about the approval process. There was a discussion as to whether it would be more prudent to wait until the new Town Manager started. Staff advised Council that there was a time element that needed to be adhered to regarding the contract approval and that it would have been difficult for the new Town Manager to achieve, given the other tasks he would be expected to complete.

There was discussion between Council and staff regarding the salary increases, dependent coverage, mileage restrictions, and take-home vehicle policy changes listed in the contract.

Mary Boberg – protected address

Ms. Boberg asked what the total operating budget of the Police Department was if the contract was approved.

Interim Town Manger replied that the total operating budget of the Police Department was \$1.5 million.

Motion to approve the PBA contract was made by Councilmember Noble

Second was made by Councilmember Cummings

All in favor

Motion to approve the PBA contract was accepted

F. Mayor/Council/Attorney/Manager Comments

Attorney Mora gave an update on the Town Clerk position. He indicated that there were currently 4 candidates, and he would provide an update as soon as the advertisement period was closed so Council could decide how they wanted to proceed. He also provided an update on the Town Manager negotiation process and indicated that he would be bringing the contract to Council for approval at the next regular meeting. He indicated he would also be negotiating the terms of the Imagine That Performance contract to provide assistance with transiting to the new Town Manager. He also indicated that he would speaking at the Florida League of Cities conference.

G. Adjournment

Motion to adjourn the meeting was made by Councilmember Cummings

Second was made by Councilmember Noble

All in favor

Meeting was adjourned



THE TOWN OF KENNETH CITY, FLORIDA

Budget Workshop Minutes

August 4, 2021

A. Call to Order

B. Roll Call

Councilmember Noble

Councilmember Cummings

Councilmember Roberts

Vice Mayor Zemaitis was absent

Mayor Howell

Interim Town Manager Spina

Attorney Mora

C. Public Comment – formerly called Open Forum (limited to 3 minutes)

There was no public comment.

D. Discussion of Draft Budget: Beautification and Capital Improvement Funds

Interim Town Manager Spina went over the beautification and Capital Improvement Funds with Council.

Council and staff discussed the following items related to the Beautification Fund.

Staff recommended that the line item for façade grants be maintained at \$30,000.

Staff recommended that the line item for lake signage be reduced to \$2000.

There was discussion about signage and funding for golf carts and the process for becoming a golf cart community.

Copies of a new design for signage that would be erected on different buildings and parks within the community were included in the agenda package and the line item was recommended by staff to remain at \$25,000.

There was a discussion on 46th Avenue Trail decorative lighting and Justin Keller with Advanced Engineering discussed the details and funding sources of the project with Council.

The final item in the Beautification Fund was a miscellaneous line item for any expenses that may come up during the upcoming year.

Council and staff discussed the following items related to the Capital Improvement Fund.

Interim Town Manager Spina advised Council of the fund balance and anticipated budget for the next fiscal year. He advised Council that they would only be discussing capital projects for the upcoming fiscal year.

Council and staff discussed Joe's Creek. Interim Town Manager Spina advised that he added \$100,000 to the line item as there was a potential to connect the 46th Avenue Trail to Joe's Creek and other Pinellas County trail networks as the County was currently studying that issue. The funding could be allocated to things such as a route survey, surveying, utility relocation, design, and other related costs. Interim Town Manager Spina advised that the intent was to keep the project on the radar of Pinellas County as there may be an opportunity to work together in the future as this was a long-term initiative for them. It was discussed that there may be grant money available through Forward Pinellas. It was determined that money should be kept in the line item to help with associated project costs.

Council and staff discussed the VFW memorial refurbishment. Staff recommended leaving the memorial in its present location and adding a couple of benches and landscaping. Doing so would make it part of the trail atmosphere. \$15,000 was budgeted to make improvements to the memorial.

Council and staff discussed increasing the funding for street improvements to \$250,000 to start working on the Town's Street Improvement Plan. Staff advised that this project could be divided into 2 parts: streets that have drainage problems and streets that do not have drainage problems.

Council and staff discussed street signage as all the current signs in Town were noncompliant. The Interim Town Manager advised that a firm could be hired to replace and install new signage.

Council and staff discussed stormwater improvements. The line item was budgeted for \$75,000 for miscellaneous improvement to the stormwater system. Justin Keller of Advanced Engineering discussed the Stormwater Plan that was initiated in 2019 as a SWFWMD requirement and funded by a 50:50 matching grant. Mr. Keller spoke about stormwater master plan and street improvement plans as separate but interrelated

projects. It was discussed that decisions related to these projects would be under the authority of the new Town Manager.

Council and staff discussed the stormwater rate study that would be required to implement a stormwater rate structure to pay for stormwater-related costs.

Council and staff discussed a project to add usable space near Town Hall. Council asked staff to remove that item from the budget and suggested that a workshop may be prudent to help determine the priorities of the Town.

There was discussion between Council and staff about parking lot improvements at Town Hall and 47th Avenue and associated costs. The grant that had been awarded for the 47th Avenue Parking Project was also discussed. Different options for going forward with these projects was discussed. Council directed staff to leave the funding in the line item as and make decisions about the project later.

Council and staff discussed the Ernst Park Oasis Project. Council asked staff to remove this funding from the budget.

Council and staff discussed that there was \$15,000 budgeted for miscellaneous beautification projects that may come up throughout the budget year.

Council and staff discussed the purchase of 2 police vehicles utilizing Penny for Pinellas funds. Council advised staff to leave the funding in the budget as it was listed.

Attorney Mora advised the Council about the budget process and reminded Council that the purpose of the workshops was to give guidance to management so they can produce a final budget for Council's approval. It was communicated that all the information regarding the budget would be shared with the new Town Manager.

E. Mayor/Council/Attorney/Manager Comments

There were no comments.

F. Adjournment

Motion to adjourn the meeting was made by Councilmember Roberts

Second was made by Councilmember Noble

All in favor

Meeting was adjourned

**TOWN OF KENNETH CITY
PROCLAMATION: INTERNATIONAL OVERDOSE AWARENESS DAY**

WHEREAS, according to the Penington Institute, based in Carlton, Victoria, Australia, in 2001 Sally J. Finn of the Salvation Army in Kilda, Melbourne, Australia initiated International Overdose Awareness Day, which is commonly commemorated by purple ribbons and publicized through www.overdoseday.com, offering statistics, resources, and means to become involved with the advancement of overdose awareness;

WHEREAS, according to the Center for Disease Control and Prevention's ("CDC") National Center for Health Statistics, in 2018, 67,367 people in the U.S. died from an overdose;

WHEREAS, according to the CDC's National Center for Health Statistics, deaths from drug overdose continue to be a public health burden in the United States;

WHEREAS, in 2019 Florida's Attorney General launched DoseofRealityFL.com, an online platform providing Floridians access to information and resources for businesses, caregivers, educators, medical professionals, parents, seniors, services members, and students to reduce opioid abuse;

WHEREAS, overdoses have claimed the lives of the Town of Kenneth City's residents, their family members, and their loved ones;

WHEREAS, the grief felt by families and friends remembering those who have died or had a permanent injury as a result of drug overdose endures long afterwards;

WHEREAS, International Overdose Awareness Day spreads the message that the tragedy of overdose death is preventable, and those who have survived such tragedies are not alone;

NOW, THEREFORE, the Town Council of Town of Kenneth City Florida, does hereby formally proclaim August 31, 2021, as:

INTERNATIONAL OVERDOSE AWARENESS DAY

in the Town of Kenneth City. This day shall be dedicated to raising awareness of drug overdoses, reducing the stigma surrounding drug-related deaths and remembering those who died or suffered due to drug overdose. All residents, business owners, and visitors are encouraged to raise awareness of this issue.

Proclaimed this ___ day of _____, 2021

ATTEST

Robert J. Howell, Mayor

Jocilyn Martinez, Ph.D., Interim Town Clerk



T R A S K
 D A I G N E A U L T
 LLP
 A T T O R N E Y S

THOMAS J. TRASK, B.C.S.*
 JAY DAIGNEAULT*
 ERICA F. AUGELLO*
 RANDY D. MORA, B.C.S.*
 ROBERT ESCHENFELDER, B.C.S.*
 NANCY MEYER
 JEREMY SIMON
 DAVID E. PLATTE
 * Board Certified by the Florida Bar in
 City, County and Local Government Law

To: Town Council, Town of Kenneth City
 Cc: Steve Spina, Ph.D., Interim Town Manager
 From: Randy D. Mora, Town Attorney
 Date: August 6, 2021
 Re: Proposed Town Manager Contract

At a publicly noticed meeting held on Friday, July 30, 2021, the Town Council directed the Town Attorney to negotiate terms of employment with Peter L. Cavalli. A copy of Mr. Cavalli’s proposed employment agreement is enclosed here.

For your convenience, the substantive financial and procedural terms of the proposed Employment Agreement are summarized in the table below.

SECTION	Description
Section I - Duties	Restates the functions of the Town Manager. This section is comparable to a job description that would ordinarily be found in hiring paperwork for an administrative employee
Section II Outside Employment	Outside employment prohibited unless he has secured express written consent of Town Council. He may, however, periodically continue to serve as an instructor with Pinellas Technical College, with reasonable notice to Town Council
Section III - Term	Start Date: Midnight on Monday, August 23, 2021 Term: Three Years, through August 31, 2024 The employment term remains subject to termination by either party, and allows for a contract extension. Council must provide notice by July 2, 2024 (60 days’ notice) if it does not intend to extend/renegotiate the contract term
Section IV - Salary	YEAR ONE: \$95,000; YEAR TWO: \$99,750; YEAR THREE: \$105,000 Each increase amounts to an estimated 5%

SECTION	DESCRIPTION
<p>Section V - Benefits</p>	<p><u>BENEFITS</u></p> <ul style="list-style-type: none"> • Health Insurance: Premium covered up to \$1,000/month / Dependent \$500/month • Otherwise, receives benefits as otherwise set out for employees in personnel manual. Town will make health, disability and life insurance available <p><u>SICK LEAVE</u></p> <ul style="list-style-type: none"> • Immediately credited with 120 hours (3 weeks, assuming 40 hr weeks) • No limit on carrying over year to year <p><u>ANNUAL/VACATION LEAVE</u></p> <ul style="list-style-type: none"> • Year 1: After 90 days credited with 80 hours (2 weeks, assuming 40 hr weeks) • Year 2: Credited with 120 hours (3 weeks, assuming 40 hr weeks) • Year 3: Credited with 140 hours (3 ½ weeks, assuming 40 hr weeks) • No limit on carrying over year to year • May cash in 80 hours of annual leave in December, at applicable rate • Entitled to all holidays recognized by Town personnel manual, or as modified by the Town Council <p><u>RETIREMENT</u></p> <p>Town will contribute 10% of applicable salary base to Manager’s retirement account of his choosing, unless position comes within Florida Retirement System (FRS)</p> <p><u>TECH BUDGET</u></p> <p>Town will provide \$75.00/month stipend for telecommunication expenses</p> <p><u>COMPUTER</u></p> <p>Town will provide him with a laptop or desktop computer for purpose of conducting Town’s business</p> <p><u>AUTOMOBILE</u></p> <ul style="list-style-type: none"> • If available, he may have access to Town vehicle which shall not be a take-home car • Absent Town vehicle, he may be reimbursed for travel outside of Pinellas and Hillsborough
<p>Section VI Performance Appraisal</p>	<p>Council permitted to conduct annual performance evaluations, and if so, agrees to develop objective review and appraisal criteria linked to budgeted projects, goals, or initiatives</p>
<p>Section VII Separation</p>	<p><u>Termination For Cause</u></p> <ul style="list-style-type: none"> • Cause Defined: <ul style="list-style-type: none"> ○ Conviction or adjudged guilty of, or pled no contest to any felony, first or second degree misdemeanor involving fraud or moral turpitude ○ Filing to run for or being appointed to public office ○ Willingly refusing to abide by lawful Council direction, subject to limit ○ Committing an act of misconduct, as defined in Fla. Stat • Council Determination <ul style="list-style-type: none"> ○ Provides for reinstatement of severance if later acquitted by another body • Vote Required <ul style="list-style-type: none"> ○ Requires a 4/5 vote • Severance <ul style="list-style-type: none"> ○ If terminated for cause, no severance

	<p><u>Termination Without Cause</u></p> <ul style="list-style-type: none"> • Vote Required <ul style="list-style-type: none"> ○ Requires a 3/5 vote • Severance <ul style="list-style-type: none"> ○ Year one and two: 8 Weeks ○ Year Three: 12 weeks ○ 25% of accrued and available sick leave up to 250 hours ○ 100% of accrued and available annual leave up to 150 hours <p><u>Resignation</u></p> <ul style="list-style-type: none"> • No severance payout, but still gets above-stated sick and vacation leave payout <p><u>Disability</u></p> <ul style="list-style-type: none"> • No severance payout, must exhaust sick and vacation leave <p><u>Death</u></p> <ul style="list-style-type: none"> • No severance payout, but still gets above-stated sick and vacation leave payout <p><u>Expiration of Agreement</u></p> <ul style="list-style-type: none"> • No severance payout, but still gets above-stated sick and vacation leave payout <p>Parties preserve ability to separately enter into separation agreement</p>
Section VIII - Resignation	Sixty (60) days' notice required
Section IX – Professional Development	<ul style="list-style-type: none"> • Town will pay for membership in ICMA, FCCMA, and APWA • Town will pay for attendance at 1 national and 2 state conferences
Misc Terms of Note	<ul style="list-style-type: none"> • Manager must reside within 20 linear miles of Town Hall

The remaining terms of the contract mostly capture standard legal issues of contract law. Please contact me directly if you have any questions or concerns regarding this contract in advance of the Wednesday, August 11 meeting.

Respectfully,

/s/ Randy D. Mora, Esq., B.C.S.
Randy D. Mora, Esq., B.C.S.

**EMPLOYMENT AGREEMENT
PETER CAVALLI**

This Employment Agreement is made and entered to this ___ day of August, 2021 (“Effective Date”), by and between **TOWN OF KEENETH CITY**, a political subdivision of the State of Florida (“Town”), and **PETER CAVALLI** (“Cavalli” or “Manager”).

WITNESSETH:

WHEREAS, Article III of the Town Charter establishes the position of the Town Manager who shall be fully engaged in work for the Town and shall serve at the pleasure of the Town Council of the Town of Kenneth City (the “Council”); and

WHEREAS, at a public meeting on July 30, 2021, the Council selected Cavalli to serve as the Town Manager; and

WHEREAS, it is the desire of the Council to provide certain benefits, establish certain conditions of employment, to set working conditions and set the framework and context for the relationship which shall exist between the Town and Manager going forward; and

WHEREAS, it is the desire of the Council to retain Cavalli’s services as the Town Manager and to provide inducement for him to remain in such employment; and

WHEREAS, Cavalli desires to serve as Town Manager of the Town; and

WHEREAS, Cavalli shall serve as the Town Manager commencing upon the Effective Date of this contract, receiving all of the benefits provided herein for so long as he remains Manager of the Town or the term of this Agreement otherwise expires; and

WHEREAS, the Council and Cavalli have mutually negotiated and agreed to the terms of this agreement;

NOW THEREFORE, in consideration of the promises, mutual covenants, conditions, provisions and undertakings herein contained, and for other good and valuable consideration, the parties do mutually covenant and agree to the following terms and conditions:

SECTION I: DUTIES

- A. Town hereby agrees to employ Manager to perform the duties specified in Article III and Section 4.01, of the Town Charter, as presently written or subsequently amended, and to perform other legally mandated, permissible, and proper duties and functions as the Town Code, State or Federal law may require, or Council may assign.
- B. Manager shall comply with all lawful Town Council directives, state and federal law, Town policies, rules, regulations, resolutions, and ordinances as they exist or may hereafter be amended.
- C. As the Chief Administrative Officer of the Town performing essential executive level functions, Manager agrees to devote the amount of time and energy necessary to faithfully perform the duties of the position under this Agreement.

- D. Manager shall employ, supervise, and terminate all other employees of the Town as appropriate, excepting only the Town Clerk, Town Attorney, or as otherwise set forth in any collective bargaining agreements, consistent with the charter provisions, policies, ordinances, regulations, and resolutions of the Town.
- E. Manager shall direct, assign, reassign and evaluate all of the employees of the Town consistent with charter provisions, policies, ordinances, regulations and resolutions of the Town, as well as state and federal law. Nothing in this provision shall be construed to prevent Manager from delegating supervisory authority to the head of a department.
- F. Manager shall organize, reorganize and arrange the staff of the Town, and to develop and establish internal regulations, rules, and procedures which Manager deems necessary for the efficient and effective operation of the Town consistent with lawful directives, policies, ordinances, regulation, state and federal law.
- G. Manager shall represent Town Management in collective bargaining negotiations with any bargaining unit representing the police department's collective bargaining unit.
- H. Manager shall perform his duties with reasonable care, diligence, skill, and expertise.
- I. All duties assigned to Manager by the Council shall be appropriate to and consistent with the professional role and responsibilities of the Manager.
- J. Cavalli cannot be reassigned from the position of Town Manager to another position within the Town without his express written consent.
- K. Manager, or his designee as circumstances may require, shall attend and be permitted to attend all meetings, both public and closed, of the Town Council and the Town's appointed or subordinate boards, unless otherwise prohibited by state or federal law.

SECTION II: OUTSIDE EMPLOYMENT

Manager agrees to devote his full working time to the performance of his duties and responsibilities under Section I of this Agreement and agrees not to engage in other employment or any contractual relationships for personal services during the period of his employment with Town, unless he has secured the express written consent of a majority of the Council. This provision shall not prevent Manager from periodically serving as an instructor for Pinellas Technical College, with reasonable disclosure to the Town Council.

SECTION III: TERM AND EFFECTIVE DATE

- A. **Term.** Absent further agreement by the Parties, Mr. Cavalli shall formally and effectively assume the title of Town Manager beginning at 12:00 a.m., Monday, August 23, 2021, and this Agreement shall remain in full force and effect from the effective date through August 31, 2024, or until otherwise terminated by the Town or Cavalli as otherwise provided in this Agreement.

- B. **Preservation of Town’s Right to Terminate.** Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Council to terminate the services of Cavalli at any time, subject to the provisions set forth in the Town Charter and this Agreement.
- C. **Preservation of Manager’s Right to Terminate.** Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Cavalli to voluntarily resign at any time from his position with Town, subject to the provisions set forth in this Agreement.
- D. **Extension.** This Agreement may be extended by mutual agreement of Manager and the Town, in writing, upon such terms and conditions as the Parties deem mutually beneficial. If either party does not intend to extend the Agreement at the end of the established contract term, it shall notify the other party no less than sixty (60) days before August 31, 2024. Such notice shall be given in the manner set forth in the “Notice” section of this Agreement.

SECTION IV: SALARY

- A. Manager shall be paid a graduated annual salary for each year of this Agreement. Manager shall be paid in accordance with Town’s payroll procedures, to be paid on a pro-rata basis, payable on the same schedule applicable to all other Town employees. The Manager’s graduated salary shall be as follows:
 - 1. For the period from this Agreement’s effective date through August 31, 2022, Manager shall be paid \$95,000, divisible in applicable installments governed by the Town’s payroll procedures.
 - 2. For the period from September 1, 2022, through August 31, 2023, Manager shall be paid \$99,750, divisible in applicable installments governed by the Town’s payroll procedures.
 - 3. For the period from September 1, 2023, through August 31, 2024, Manager shall be paid \$105,000 divisible in applicable installments governed by the Town’s payroll procedures.

SECTION V: BENEFITS

A. Health, Dental, Disability and Life Insurance Benefits

Manager shall receive all benefits provided to Town employees, as defined in the Town’s Personnel Rules and Regulations, as presently written or subsequently amended, or as otherwise modified by the terms and conditions of this Agreement.

Town agrees to provide the option of continuous coverage of health, disability, and life insurance for Manager, subject to his option to decline such coverage during the term of this employment agreement. If Manager elects to enroll in the Town’s health insurance plan, Town shall cover the complete costs of Manager’s individual monthly health insurance premiums up to \$1,000/month. Town shall provide \$500/month toward any dependent health insurance premium selected by Manager.

B. Vacation and Sick Leave

1. **Sick Leave.** On the Effective Date and on each anniversary date hereafter, Town shall immediately credit Manager's beginning sick leave balance with sick leave credits in the amount of one-hundred twenty (120) hours. There shall be no limitation placed on the amount of sick leave that may be carried over from one year to the next. This benefit is in lieu of, and not in addition to, any leave award or pay-out policies the Town may adopt as to its remaining non-contract employees. To the extent that the Family and Medical Leave Act ("FMLA") is deemed legally applicable to the Town, the Town Manager is deemed to be a "key employee" for purposes of administration of FMLA policies.
2. **Annual Leave.** Ninety (90) days after the Effective Date, Town shall immediately credit to Manager's beginning leave balance with annual leave credits in the amount of eighty (80) hours. On the first anniversary date of this Agreement, Town shall credit Manager with an additional one-hundred and twenty (120) annual leave hours. On the second anniversary date of this Agreement, Town shall credit Manager with an additional one-hundred and forty (140) annual leave hours. There shall be no limitation placed on the amount of annual leave that may be carried over from one year to the next. Manager may cash in up to eighty (80) hours of annual leave at the operative salary rate at the time, at any time between December 1 and December 30 of each calendar year. This benefit is in lieu of, and not in addition to, any leave award or pay-out policies the Town may adopt as to its non-contract employees. Absent exigent circumstances, Manager shall also be entitled to all holidays set forth in and recognized by the Town's Personnel Manual, or as modified by the Town Council.

C. Retirement

1. **Retirement Plan Contribution.** Town shall annually contribute ten percent (10%) of Manager's applicable base salary into Manager's chosen retirement plan as identified and designated in a signed writing formally submitted by Manager to the Town Clerk. In the event the Manager or the Town and its administrative employees are placed under the Florida Retirement System ("FRS") such contribution will cease and any retirement contributions will be modified in compliance with the Florida Statutes and Florida Administrative Code governing FRS.
 2. **Deferred Compensation.** In addition to the Town's payment to the chosen plan, as permitted above, Town agrees to execute all necessary agreements provided by Manager to participate in a deferred compensation plan. Town shall not be obligated to make contributions to or compel participation in any deferred compensation plan.
- D. **Phone.** Town shall reimburse Manager in the amount of \$75.00/month for expenses associated with cell phone, laptop/tablet, or other telecommunication use.
- E. **Computer.** Town shall provide Manager with a laptop or desktop computer for the purpose of conducting the Town's business.

F. Automobile

1. **Town Vehicle.** If available, Manager shall have access to a Town vehicle for work-related travel, as needed. The Town vehicle shall not be used for personal purposes, including travel to or from Cavalli's residence. The Town vehicle shall not be a "take home" vehicle.
2. **Vehicle Stipend.** Absent an available Town vehicle, Town shall reimburse Manager at the applicable federally stipulated rate of 56 cents per mile driven for business use in his official capacity as Manager, as set forth in IR-2020-279, or as subsequently amended. Said reimbursement shall not be applied to Manager's mileage to or from his residence, or within Pinellas and Hillsborough Counties.

SECTION VI: PERFORMANCE APPRAISAL

The Council may define the goals and performance objectives of the Manager for each appraisal period. The Council may review and appraise the job performance of Manager annually, on or before the anniversary date of this Agreement. The Town Council agrees to develop objective review and appraisal criteria linked in pertinent part to budgeted projects, goals, or initiatives. The review and appraisal criteria may be added to or deleted from time to time as the Council determines is in the best interest of the Town.

SECTION VII: SUSPENSION, TERMINATION, AND SEVERANCE CONDITIONS

A. Termination by the Council.

1. **For Cause.** The Council may terminate Manager for cause conditioned upon the following:
 - i. **Cause Defined.** Cause is defined to mean the Manager has: (1) been convicted or adjudged guilty of, or has pled no contest to, any felony or any first or second degree misdemeanor involving fraud or moral turpitude by the Manager, or (2) filed to run for, or is elected or appointed to a public office, or (3) willingly refused to comply with any lawful instruction given by the Town Council, within the Council's lawful authority, unless prevented from doing so by some fact or opinion by the Town Attorney or other lawful authority that the act is illegal, or (4) been found by the Town Council to have committed an act of misconduct, as defined in Florida Statutes § 443.036.
 - ii. **Council Determination.** To the extent a cause termination is based upon a finding by the Council that Manager has committed an act of misconduct, as provided for above, should Manager, subsequent to termination, obtain a final judgment of a court of competent jurisdiction, or final order of the Florida Commission on Ethics or other judicial or quasi-judicial authority with jurisdiction over the matter exonerating him, and after all time for appeal of such order expires, then Manager's termination shall thereafter be considered to have been without cause and he shall thereafter be entitled to the compensation due upon termination without cause, as set forth below in subdivision 2 of this section.

- iii. **For Cause Vote.** Termination for cause shall occur only at a lawfully noticed public meeting and must be by an affirmative vote of at least four (4) members of the Board. Nothing in this Agreement shall be construed to require the Town Council to publish an agenda specifically identifying the Manager's termination as a topic of discussion for the lawfully noticed hearing.
 - iv. **Severance Limitation.** If Manager is terminated for cause, he shall not be eligible for any severance payments contemplated in this Agreement.
2. **Without Cause.** The Council may terminate Manager without cause conditioned upon the following:
- i. **Without Cause Vote.** Termination without cause shall occur only at a lawfully noticed public meeting by an affirmative vote of at least three (3) members of the Council. Nothing in this Agreement shall be construed to require the Town Council to publish an agenda specifically identifying the Manager's termination as a topic of discussion for the lawfully noticed hearing.
 - ii. **Benefits Upon Termination Without Cause.**
 - a. **Severance Payment.** If the Board elects to terminate Manager for any reason other than for cause in the first two years of this Agreement, then in addition to the leave payouts otherwise addressed in this Agreement, the Town shall pay to the Manager severance pay in an amount equal to eight (8) weeks of compensation. In the event Manager is terminated for any reason other than for cause in the final year of this Agreement, then in addition to the leave payouts otherwise addressed in this Agreement, the Town shall pay to the Manager severance pay in an amount equal to twelve (12) weeks of compensation.
 - b. **Misc. Payments.** Payment at the exit salary rate for twenty-five percent (25%) of any and all accrued sick leave established and available at the time of termination up to a maximum 250 hours, and one-hundred percent (100%) of any and all accrued annual leave established and available at the time of termination up to a maximum 150 hours.
 - c. **Payment Limitation.** Under no circumstances shall Manager receive total severance compensation, inclusive of miscellaneous payments, in excess of the severance pay limitation set forth in Florida Statute § 215.425. This severance shall be paid in a lump sum or in a continuation of salary on the existing bi-weekly basis, at the Manager's election.

- B. **Resignation/Retirement.** If the Manager resigns or retires prior to the expiration of this Agreement or any extension thereof, he shall receive payment under this contract for the balance of his salary for the actual days he has performed his duties as Manager, and not for the remainder of his contract term. If Manager resigns or retires, he shall not be eligible for any severance payment described in this Agreement but shall be paid accrued leave consistent with Section VII.A.2.ii.b of this Agreement.
- C. **Disability.** The Manager acknowledges and agrees that his services are unique and personal and his regular attendance to his duties is therefore essential to the performance of his position. If the Council finds that the Manager has become permanently disabled, or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks beyond any accrued sick and annual leave balances, or if the office of the Manager becomes vacant, this this contract shall expire, and no severance shall be due.
- D. **Death.** If the Town Manager dies during the term of his employment, the Town's obligations under this Agreement shall terminate except for:
1. Assistance in the transfer of ownership to retirement funds, to his designated beneficiary, to the extent legally possible;
 2. Payment of accrued leave balances in accordance with Section VII.A.2.ii.b of this Agreement;
 3. Payment of any existing life insurance benefits in accordance with any policy or plan provided to Manager as a term of employment.
- E. **Expiration of Agreement.** If at the end of the contract term the Parties do not elect extend or otherwise renegotiate the terms of Cavalli's continued employment with the Town, he shall remain entitled to payouts of accrued sick and annual leave in the manner set forth in Section VII.A.2.ii.b above.
- F. **Separation Agreement.** The Parties hereby retain the ability to voluntarily enter into a Separation Agreement, memorializing these or alternative terms governing the termination of Cavalli's status as an employee of the Town.

SECTION VIII: RESIGNATION

In the event Manager voluntarily resigns his position with the Town, Manager shall provide a minimum sixty (60) days' notice, unless the Town and Manager agree otherwise. In the event of voluntary resignation, the Town agrees to pay Manager all accrued annual and sick leave payments in the manner set forth in Section VII.A.2.ii.b above, subject to the limitations of Florida Statutes § 215.425 (4) (d), restricting total severance pay to an amount not to exceed the equivalent of twenty (20) weeks of Manager's current weekly gross compensation at the time of resignation, or as subsequently amended.

SECTION IX: PROFESSIONAL DEVELOPMENT

- A. **Financial Contributions.** Town shall budget and pay for professional dues, subscriptions, and certifications necessary for Manager's continuation and full participation in national, state and local associations and organizations including but not limited to the International City/County Management Association (ICMA), the Florida City and County Management Association (FCCMA), and the American Public Works Association (APWA).
- B. **Frequency of Conferences.** Town hereby agrees to budget and pay for the registrations, travel, and subsistence expenses of Manager for professional and official travel, conferences and seminars, including one (1) national and two (2) state conferences per year.

SECTION X: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- A. **Residence.** Manager is not required to reside within the corporate boundaries of the Town, but shall reside within twenty (20) linear miles from Town Hall at 6000 54th Avenue, Kenneth City, Florida.
- B. **Surrender of Town Property.** Manager agrees that all Town property must be returned to the Town before Manager's date of separation, regardless of the circumstances concerning such separation. By executing this Agreement, Manager represents that all Town property in Manager's possession, custody or control (including without limitation equipment, credit cards, keys, files, tools, computers, phones, electronic files (stored on local media or "cloud-based" locations), user IDs and passwords), shall timely be returned to the Town's possession or control.
- C. **Surrender of Public Records.** Before Manager's date of separation, regardless of the circumstances concerning such separation, Manager shall also deliver to the Town Clerk or the appropriate designee identified by the Town Council, at or before the expiration of his tenure with the Town, all public records kept or received by him in the transaction of official business.
- D. **Ethical Commitments.** Manager will at all times uphold the tenets of the ICMA Code of Ethics and Florida Statutes. Specifically, Manager shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time. Town shall support Manager in keeping these commitments by refraining from any order, direction or request that would require Manager to violate the Code of Ethics mentioned above. Specifically, neither the Council nor any individual member thereof shall request Manager to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fund-raising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality and merit.

SECTION XI: GENERAL PROVISIONS

- A. **Applicable Law.** This Agreement is made and deemed entered into in the State of Florida and shall in all respects be interpreted, enforced, and governed by the laws of this State.
- B. **Entire Agreement.** This Agreement sets forth and establishes the entire understanding between the Town and Manager relating to the employment of Cavalli by the Town. Any prior discussions or representations by or between the Town and Manager are merged into and rendered null and void by this Agreement. The Town and Manager by mutual written agreement may amend any provision of this agreement during the term of this Agreement. Such amendments shall be incorporated and made a part of this Agreement.
- C. **Voluntary Execution and Hold Harmless.** Cavalli 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 had the opportunity to obtain financial planning expertise as he considered executing this Agreement. Manager further acknowledges that the Town makes no promises, offers no assurances, and cannot provide advice concerning the personal or individual financial ramifications of any decision he makes concerning his participation in any insurance, pension, or deferred compensation plan. Cavalli therefore holds the Town harmless concerning said financial or retirement consequences or ramifications related to decisions he makes concerning such matters.
- D. **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument. Photocopies, fax copies and electronic copies of signatures shall be deemed as binding as original signatures.
- E. **Binding Effect.** This Agreement shall be binding on the Town and Manager as well as their officers, agents, heirs, assigns, executors, personal representatives and successors in interest.
- F. **Modification.** The Town Council, in consultation with Manager, may modify, amend, or fix such other terms and conditions of employment as may be determined from time to time to be necessary or appropriate, provided that such terms and conditions are not inconsistent with or in conflict with the Town Charter or any other applicable law. Notwithstanding the foregoing, the Town's Personnel Policies and Procedures Manual, as adopted and revised from time to time by the Town Manager, shall apply to the Manager to the extent relevant and not in conflict with this Agreement or general law.
- G. **Severability.** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to preserve their full force and effect as if they have been executed by both Town and Manager subsequent to the expungement or judicial modification of the invalid provision.
- H. **Precedence.** In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of Town's policies, rules, resolutions, regulations, or ordinances, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over contrary provisions of the Town's

policies, rules, resolutions, regulations, or ordinances, or any such permissive law during the term of the agreement.

SECTION XII: NOTICES

Notice pursuant to this Agreement shall be given by first class mail or hand delivery to the individuals identified as follows:

A. Town:	Attn: Town Mayor Town of Kenneth City 6000 54th Avenue North Kenneth City, Florida 33709	Copy: Randol D. Mora, Town Attorney Trask Daigneault, LLP 1001 S Ft Harrison Ave, Ste. 201 Clearwater, Florida 33756
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B. Manager: Peter L. Cavalli
3204 West De Leon Street, Unit B
Tampa, Florida 33609

The Parties to this Agreement shall make one another aware of any address changes for purposes of provision of notice.

IN WITNESS WHEREOF, the Town of Kenneth City has caused this Employment Agreement by and between the Town of Kenneth City, Florida, and Peter Cavalli, as Town Manager to be signed and executed on its behalf by its Mayor upon approval by the Town Council and duly attested by the Interim Town Clerk, and Manager has signed and executed this Agreement, with the effective day and year first written above.

TOWN OF KENNETH CITY

TOWN MANAGER

Robert J. Howell, Town Mayor

Peter L. Cavalli

Date

Date

ATTEST:

Jocilyn Martinez, Ph.D.
Interim Town Clerk

APPROVED AS TO LEGAL FORM:

Randol D. Mora, Esq., B.C.S.
Town Attorney

**RENEWED
PROFESSIONAL SERVICES AGREEMENT**

This Renewed Professional Services Agreement (the “Agreement”) is made and entered into this 11th day of August, 2021, by and between the TOWN OF KENNETH CITY, a Florida municipal corporation organized pursuant to the laws of the State of Florida (the “TOWN”), and IMAGINE THAT PERFORMANCE, LLC, of 18133 Portside Street, Tampa, Florida 33647 (the “COMPANY”), to modify the scope of services in the manner set forth herein:

WHEREAS, TOWN retained the COMPANY in May 2021 to provide professional management and other specialized executive services to the TOWN while TOWN worked to fill the Town Manager and Town Clerk positions, vacated in April 2021; and

WHEREAS, the original General Agreement for Services contemplated a contract term through August 11, 2021.

WHEREAS, in June 2021, the Town Council approved an amendment to the May Agreement, effectively expanding the scope of services following the resignation of the Interim Town Manager at the time; and

WHEREAS, TOWN requires an official be designated as Town Manager to perform executive level functions and fulfill the duties and responsibilities set forth in its Charter and Code of Ordinances beyond the term of the May Agreement; and

WHEREAS, at a meeting on July 30, 2021, a majority of the Town Council voted to appoint a new Town Manager, who is scheduled to begin in that role on August 23, 2021; and

WHEREAS, TOWN has also solicited applicants for the vacant Town Clerk position; and

WHEREAS, TOWN is scheduled to hold its final budget hearing on September 22, 2021, which represents the culmination of a project and process in which COMPANY has been intimately involved; AND

WHEREAS, TOWN desires to continue retaining COMPANY’S services through September 22, 2021, hereby replacing the original Agreement as it transitions its executive leadership;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the Parties hereto agree to this Renewal Agreement and terms set forth below:

1. SCOPE OF SERVICES: COMPANY, through its identified staff, agrees to provide the following services:

A. GENERAL SERVICES

- i. COMPANY agrees to provide TOWN with hourly rate services to assist the Town Manager with a variety of administrative functions and special projects through the labor of its various agents, officers, employees, and contractors. COMPANY's assigned resources will function at the direction of the Town Manager to complete assigned tasks and provide professional, analytical, and technical support. COMPANY will provide specialized management analysis for decision-making and strategic direction.

B. PREFERRED CONTRACTORS

- i. Owing to his unique skills, training, education, experience and credentials, COMPANY agrees to continue to make DR. STEVE SPINA ("SPINA") available to TOWN to serve as the Interim Town Manager through August 23, 2021, and thereafter to serve as an executive advisor to the Town Manager through September 22, 2021, on an as-needed basis; and
- ii. Owing to her unique skills, training, education, experience and credentials, COMPANY agrees to make DR. JOCILYN MARTINEZ ("MARTINEZ") available to TOWN to serve as the Interim Town Clerk through September 22, 2021, or whenever the Town Council appoints a successor to the position, whichever is sooner. In the event a Town Clerk is appointed before September 22, 2021, MARTINEZ shall transition to serve as an executive advisor to TOWN on an as-needed basis.

C. INDIVIDUAL POWERS AND DUTIES.

i. SPINA

1. In his capacity as Interim Town Manager, SPINA shall possess all the powers, authority, duties, and responsibilities afforded the Town Manager as set forth in Article III of the TOWN's Charter; and
2. In his capacity as an executive advisor, SPINA agrees to assist the Town Manager in transitioning leadership, identifying unresolved issues, and providing proposed solutions on an as-needed basis.

ii. MARTINEZ

1. In her capacity as Interim Town Clerk, MARTINEZ shall possess all the powers, authority, duties, and responsibilities afforded the Town Clerk as set forth in Section 4.02 of the TOWN's Charter.
2. In her capacity as an executive advisor, MARTINEZ agrees to assist the Town Clerk in transitioning leadership, identifying unresolved issues and record retention protocols, and providing proposed solutions on an as-needed basis.

iii. **TRANSITION**

1. COMPANY further agrees to facilitate the transition of the office of the Town Manager and Town Clerk to whomever is appointed by the TOWN Council to serve as the Town Manager immediately following the independent conclusion of SPINA and MARTINEZ'S tenures.

D. NO ON-SITE PRESENCE REQUIRED. While serving as Interim Town Manager and Interim Town Clerk, SPINA and MARTINEZ shall have a continuing obligation to attend any scheduled meetings of the Town Council. Otherwise, COMPANY and its Preferred Contractors are under no obligation to maintain a physical presence in Town Hall or Community Hall to provide the services contemplated in this Agreement during the operative term of this Agreement.

2. FINANCIAL MATTERS:

A. COMPENSATION.

- i. TOWN shall pay COMPANY bi-weekly for hourly services rendered at the rate of \$75/hr for all services rendered during the term of this Agreement. If TOWN fails to timely remit payment for services rendered when due, COMPANY may treat such failure to pay as a material breach of this Agreement, and may cancel this Agreement and seek additional legal remedies.
- ii. TOWN shall directly compensate COMPANY for SPINA'S service to TOWN pursuant to this Agreement. TOWN shall pay COMPANY in the hourly rate of \$75/hr for SPINA's services. SPINA further agrees to make himself available for brief and periodic telephonic consultations on matters with the Town Manager on matters essential to the Town's transition on a *gratis* or *pro bono* basis.
- iii. TOWN shall directly compensate COMPANY for MARTINEZ'S continuing service to TOWN pursuant to this Agreement. TOWN shall pay COMPANY in the hourly rate of \$75/hr for MARTINEZ'S services. MARTINEZ further agrees to make himself available for brief telephonic consultations on matters with the Town Manager on matters essential to the Town's transition on a *gratis* or *pro bono* basis.
- iv. During SPINA and MARTINEZ'S respective tenures as Interim Town Manager and Interim Town Clerk COMPANY shall not separately invoice or charge TOWN for SPINA or MARTINEZ'S time performing consulting services separate or distinct from their respective service to TOWN as its Interim Manager and Clerk.

B. MISCELLANEOUS COMPENSATION.

- i. TOWN shall solely be responsible to remit compensation to COMPANY for SPINA and MARTINEZ'S services rendered as its Interim Town Manager and Interim Town Clerk. TOWN is under no obligation to provide SPINA or MARTINEZ with any direct payment, insurance, stipend, subsidy, tax withholdings, or benefits.
- ii. Nothing in this Agreement shall be construed to prevent COMPANY from invoicing TOWN for costs, expenses or charges directly related to COMPANY'S fulfillment of the scope of services contemplated by this Agreement, including mileage at the prevailing federal reimbursement rate, tolls, and other charges directly relating to services rendered to TOWN.

C. INVOICES. Any invoices by COMPANY to TOWN during SPINA or MARTINEZ'S service as Interim Manager and Clerk shall be reviewed by the Mayor and an authorized representative of Andrew Tess CPA, LLC before payment is remitted. Invoices from COMPANY to TOWN for services rendered independent of this role, or after SPINA or MARTINEZ'S tenure in office in the TOWN shall separately itemize costs and charges associated with general consultation or advisory services.

3. TERM AND RENEWAL OF AGREEMENT

A. TERM .

- i. **Agreement.** This Renewal Agreement shall have binding legal effect immediately upon its execution by TOWN and an authorized agent of the COMPANY, and shall run through and including Wednesday, September 22, 2021.
- ii. **Interim Manager Services.**
 1. SPINA shall continue his service to the TOWN as its Interim Town Manager without interruption, with his tenure terminating upon the conclusion of the contract term, appointment of a Town Manager, or the TOWN'S invocation of the termination clause in this Agreement, whichever occurs first.
 2. During his continued service as Interim Town Manager, in SPINA'S temporary absence TOWN consents to SPINA'S designation of ROBERT DUNCAN ("DUNCAN"), principal for COMPANY, as Acting Town Manager, consistent with Section 3.02 of the Town Charter. DUNCAN is further authorized to serve as a direct assistant to SPINA, in SPINA's role as Interim Town Manager.
 3. Absent a jointly agreed-upon extension, SPINA shall continue in the capacity of Interim Town Manager through 11:59 p.m. on August 22, 2021, or until the commencement of the effective term for a new Town Manager,

following TOWN Council entering into an agreement for another individual to serve in that role, whichever should occur first. SPINA shall thereafter continue service as an advisor and consultant in fulfillment of COMPANY'S general scope of services through Wednesday, September 22, 2021.

iii. **Interim Clerk Services**

1. MARTINEZ shall continue services as Interim Town Clerk, as previously appointed by the Town Council pursuant to this Agreement,
2. Absent a jointly agreed-upon extension, MARTINEZ shall continue in the capacity of Interim Town Clerk through Wednesday, September 22, 2021, or until the commencement of the effective term for a new Town Clerk, following Town Council's selection for another individual to serve in that role, whichever should occur first. SPINA shall thereafter continue service as an advisor and consultant in fulfillment of COMPANY'S general scope of services through Wednesday, September 22, 2021

4. RENEWAL. The Parties to this Agreement may jointly elect to extend the term of this Agreement in fourteen (14) day increments. TOWN's decision to renew shall require a simple majority vote of the Town Council. Renewal shall be memorialized in a written instrument signed by an authorized representative of each party.

5. TERMINATION. This Agreement may be terminated by either Party for any or no reason by providing the other at least seven (7) days written notice of intent to terminate. Written notice by COMPANY to TOWN shall be directed to the Town's Mayor and Attorney.

6. GENERAL CONDITIONS:

A. NON-ASSIGNABILITY. COMPANY understands that the nature of the services to be provided under this Agreement are highly specialized and TOWN will rely heavily on the specific institutional knowledge and experience of the staff to be assigned to perform the services. Therefore, COMPANY may not assign, transfer, subcontract, or encumber this Agreement or any right or interest in this Agreement without the express prior written consent of TOWN. In the event experienced staff referred to herein no longer work for COMPANY or COMPANY ceases to assign such staff to perform the services required in this Agreement, COMPANY shall promptly work with TOWN to identify a replacement acceptable to the TOWN. Should that process not be successful, the TOWN may either terminate the Agreement immediately or remove the affected services from this Agreement and obtain same from some other source.

B. MAINTENANCE OF RECORDS. All records created under this Agreement shall be the property of TOWN, and TOWN shall be responsible for custody and retention of such records. TOWN shall allow COMPANY access to business records for the purpose of COMPANY and its staff fulfilling the obligations of this Agreement.

- C. RELATIONSHIP.** The relationship of the COMPANY to TOWN shall be that of an independent contracting entity. Nothing herein contained shall be construed as vesting or delegating to COMPANY or its officers, employees, agents, or subcontractors, any rights, interest or status as an employee of TOWN. TOWN shall not be liable to any person, firm or corporation that is employed by, contracts with, or provides goods or services to the COMPANY in connection with the performance of this Agreement or for debts or claims accruing to such parties. COMPANY shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims.
- D. LIMITATION OF USE OF TOWN STAFF AND ASSETS.** COMPANY'S staff assigned to provide the services under this Agreement shall not be permitted to utilize any TOWN personnel, equipment, electronic systems or other TOWN subcontractors to perform any work or project of any kind other than to assist in the performance of the scope of services outlined by this Agreement. Failure to strictly adhere to this provision shall be grounds for immediate removal of the offending staff or, if staff is not removed, termination of the Agreement.
- E. WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by COMPANY in connection with the Services will be the exclusive property of TOWN. Upon request, COMPANY will execute, within a reasonable period of time, all documents necessary to confirm or perfect the exclusive ownership of TOWN to the Work Product.
- Upon termination of this Agreement, COMPANY will return to TOWN all records, notes, documentation and other items that were used, created, or controlled by COMPANY during the term of this Agreement.
- F. AMENDMENTS.** This Agreement may be modified, amended or extended only by a written instrument executed by authorized representatives of both Parties.
- G. INDEMNIFICATION.** COMPANY agrees to indemnify and hold TOWN harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against TOWN that result from the acts or omissions of COMPANY and/or COMPANY'S employees, agents, or representatives.
- H. REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 7 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

- I. HEADINGS.** All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.
- J. CONSTRUCTION AND INTERPRETATION.** The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.
- K. SEVERABILITY.** In the event that any term of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining terms thereof, nor shall it result in the failure of the Agreement unless the court finds that the remainder of the Agreement cannot be enforced absent the stricken term.
- L. EXECUTION OF AGREEMENT.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument. Photocopies, fax copies, and electronic copies of signatures shall be deemed as legally binding as original signatures.
- M. AUTHORITY TO EXECUTE.** Each Party hereto covenants to the other Party that it has lawful authority to enter into this Agreement and that the Party's representative executing same is authorized to do so on behalf of the Party.
- N. GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Florida.
- O. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

The Parties hereto have caused this Agreement to be duly executed by their authorized representatives this ___ day of August 2021.

TOWN OF KENNETH CITY

IMAGINE THAT PERFORMANCE, LLC

By: _____
 Mayor Robert Howell
 Established Contracting Officer of TOWN

By: _____
 Robert Duncan
 Managing Director of COMPANY