

April 29, 2011

Bob Pushkin, City Manager
City of North Bay Village
1700 Kennedy causeway, Suite #132
North Bay Village, Florida 33141

RE: George Kane Ethics Settlement C09-033

Dear Mr. Pushkin:

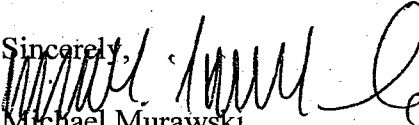
As you may already know, in April of last year former Commissioner George Kane resolved an ethics complaint that had been filed against him. A copy of that settlement agreement is enclosed

In short, the agreement calls for whatever real estate commission Mr. Kane was entitled to receive from Beachfront Realty in connection with the Lexi/ City of North Bay Village contract be assigned to the City of North Bay Village's General Fund. In other words, since Mr. Kane brokered the deal between Lexi and the City of which Mr. Kane was an elected official, in violation of ethics rules, he was required to disgorge his profit to the City, for the benefit of the citizens.

It would seem that in these tight budget times, a boost of several thousand dollars to the City's General Fund would be something that you would aggressively pursue.

Mr. Kane's attorney, Benedict Kuehne, recently tried to persuade the Ethics Commission to set aside this settlement agreement due to Mr. Kane's passing, however, at its April 28, 2011 commission meeting, the Ethics Commission denied Mr. Kuehne's request and reiterated that the intent of the settlement was that the citizens of North Bay Village should receive the benefit Mr. Kane had wrongfully procured.

I trust that you and your City's Commission will do everything in your power to secure these funds for the City. My office will continue to monitor this matter until it is resolved. If you have any questions or wish to discuss this matter further please do not hesitate to contact me at (305) 350-0609 or you can e-mail me at murawsk@miamidade.gov or my Deputy, Miriam Ramos at msramos@miamidade.gov.

Sincerely,

Michael Murawski

Cc:
City of North Bay Village Mayor and Council
Mr. Scott Greenwald

OFFICE OF THE
INDEPENDENT ADVOCATE
MIAMI-DADE COUNTY
COMMISSION ON ETHICS
& PUBLIC TRUST

MICHAEL P. MURAWSKI
ADVOCATE

MIRIAM SOLER RAMOS
ASSISTANT ADVOCATE

MIAMI-DADE COUNTY COMMISSION ON ETHICS & PUBLIC TRUST

In re:

CASE NO. C09-033

George Kane

SETTLEMENT ORDER

Pursuant to section 5.13 of the Miami-Dade County Commission on Ethics and Public Trust Rules of Procedure, Petitioner and Respondent do hereby enter into this settlement in full satisfaction of the above captioned matter based upon the following terms and conditions:

1. Respondent, GEORGE KANE, believes it to be in his best interest and the best interest of all of the parties involved to avoid the expense and time of litigation in this matter and desires to resolve the differences between Respondent and Petitioner. Accordingly, Respondent agrees not to contest the allegations contained in Count 2 of Ethics Complaint No. 09-030. In exchange, the Ethics Commission agrees to dismiss Counts 1 and 3 of said Complaint.

2. Pursuant to this agreement, the Ethics Commission agrees to waive the \$500.00 fine prescribed by the Conflict of Interest and Code of Ethics Ordinance and in exchange Respondent agrees to release any commission due to him, as a real estate agent employed by Beachfront Realty, arising from the leasing of the Lexi Condominium to City of North Bay Village. Should the lease contract between Lexi Condominium and the City of North Bay Village be executed, the percentage of the commission due to Respondent from Beachfront Realty shall be assigned to the City of North Bay Village's general fund. Respondent shall further ensure that Beachfront Realty provides the Ethics Commission with a copy of the check made out to the City of North Bay Village.

3. Failure by the Respondent to fulfill and abide by his obligations under the agreed Settlement Order may result in contempt proceedings against the Respondent.

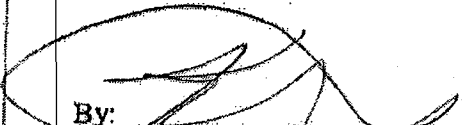
4. This agreement, consisting of two (2) pages, embodies the entire agreement of the parties respecting the subject matter herein. There are no promises, terms, conditions or obligations other than those contained herein. This agreement supersedes any and all previous communications, representations, and agreement either verbal or written between the parties.

5. By signing this agreement, Respondent acknowledges that he is doing so freely, voluntarily and without duress; that he is competent to enter this agreement; and that he has fully and completely read and understands the terms and conditions of the agreement.

6. Petitioner and Respondent agree that settlement of this action in the manner described above is just and in the best interest of the Respondent and the citizens of Miami-Dade County and the City of Homestead.


7. Should the Miami-Dade County Commission on Ethics and Public Trust reject this agreement, evidence of this offer of compromise and settlement is inadmissible to prove any of the allegations alleged.

Done and Ordered in Miami-Dade County, Florida this 14th day of April 2010.

By: 
Kerry E. Rosenthal
Chairperson


Miriam S. Ramos
Asst. Advocate


George Kane
Respondent


Benedict P. Kuehne
Attorney for Respondent 4/14/10