



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

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

OFFICIAL AGENDA

SPECIAL VILLAGE COMMISSION MEETING

**TREASURE ISLAND ELEMENTARY
7540 EAST TREASURE DRIVE
NORTH BAY VILLAGE, FL 33141**

MONDAY, JULY 22, 2013

6:30 P.M.

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

TO REQUEST THIS MATERIAL IN ACCESSIBLE FORMAT, SIGN LANGUAGE INTERPRETERS, INFORMATION ON ACCESS FOR PERSON WITH DISABILITIES, AND/OR ANY ACCOMMODATION TO REVIEW ANY DOCUMENT OR PARTICIPATE IN ANY VILLAGE-SPONSORED PROCEEDING, PLEASE CONTACT (305) 756-7171 FIVE DAYS IN ADVANCE TO INITIATE YOUR REQUEST. TTY USERS MAY ALSO CALL 711 (FLORIDA RELAY SERVICE).

1. **CALL TO ORDER; PLEDGE OF ALLEGIANCE; ROLL CALL**

2. **NEW BUSINESS**

- A. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN INTERIM VILLAGE MANAGER EMPLOYMENT AGREEMENT BETWEEN THE VILLAGE AND MR. FRANK K. ROLLASON, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY ACTING VILLAGE MANAGER BERT WRAINS)**

1.) **Commission Action**

3. **ADJOURNMENT**

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez



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RECOMMENDATION MEMORANDUM

DATE: July 19, 2013

TO: Mayor Connie Leon Kreps
Vice-Mayor Eddie Lim
Commissioner Dr. Richard Chervony
Commissioner Wendy Duvall
Commissioner Jorge Gonzalez

RECOMMENDED BY:
Mayor, Connie Leon Kreps

PRESENTED BY STAFF:
Bert Wrains
Acting Village Manager

SUBJECT: Interim Village Manager Agreement

RECOMMENDATION:

It is recommended that the Village Commission approve the attached Resolution approving an Employment Contract for Mr. Frank Rollason as Interim Village Manager.

BACKGROUND:

At the July 11, 2013 Special Commission Meeting, the Village Commission voted 4-0 to appoint Frank Rollason as the new Interim Village Manager. The Commission further directed the labor counsel and Interim Village Manager Jenice Rosado to negotiate an employment agreement with Mr. Rollason for their approval. The Commission called a Special Commission Meeting for Monday, July 22nd to approve the agreement with Mr. Rollason. The final draft of the agreement is attached. A copy has also been provided to Mr. Rollason for his final review and approval.

ZA(1)

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
Jorge Gonzalez

FINANCIAL IMPACT:

It was agreed that the base salary will be a total of \$8,500.00 a month, \$100 cell phone stipend, and \$138.00 bi-weekly vehicle allowance. Mr. Rollason had requested no insurance benefits. He has requested that the Village contribute the equivalent of what he would be due in FRS benefits to a 457 account. This was not feasible as the Village had closed the ICMA-RC 457 plan for employer contributions when the Village joined the FRS. This would have amounted to \$504 per month on the \$8,000 base salary. Mr. Rollason and I agreed that it would be fair and equitable to include the amount in the base salary. Mr. Rollason could, through payroll deduction, contribute any amount into the 457 plan that he elects to, as we still have the plan open for employee contributions. We agreed on a figure of \$8,500 per month. See attached contract for financial details.

PERSONNEL IMPACT:

The addition of a staff member will serve to alleviate the work load of the Village staff overall.

ZA(Z)

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

Commissioner
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MEMORANDUM North Bay Village

DATE: July 19, 2013

TO: Yvonne P. Hamilton
Village Clerk

FROM: Bert Wrains
Acting Village Manager

SUBJECT: Introduction of Resolution

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

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN INTERIM VILLAGE MANAGER EMPLOYMENT AGREEMENT BETWEEN THE VILLAGE AND MR. FRANK K. ROLLASON, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

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

BW:yp

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

2A(3)
Commissioner
Jorge Gonzalez

RESOLUTION NO. _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN INTERIM VILLAGE MANAGER EMPLOYMENT AGREEMENT BETWEEN THE VILLAGE AND MR. FRANK K. ROLLASON, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE. (INTRODUCED BY ACTING VILLAGE MANAGER BERT WRAINS)

WHEREAS, North Bay Village (the Village”) wishes to enter into an Interim Village Manager Employment Agreement with Mr. Frank K. Rollason.

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

Section 1: Recitals. The foregoing recital is hereby confirmed and ratified as being true and the same is made a specific part of this Resolution.

Section 2: Approval of Agreement. The Interim Village Manager Employment Agreement between the Village and Mr. Frank K. Rollason, attached hereto as Exhibit “A,” is approved.

Section 3. Execution of the Agreement. The Mayor is authorized to execute the Interim Village Manager Employment Agreement on behalf of the Village.

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

The motion to adopt the foregoing Resolution was offered by _____, seconded by _____. The votes were as follows:

FINAL VOTE ADOPTION:

Mayor Connie Leon-Kreps _____
Vice Mayor Eddie Lim _____
Commissioner Richard Chervony _____
Commissioner Wendy Duvall _____
Commissioner Jorge Gonzalez _____

PASSED AND ADOPTED this ___ day of July, 2013.

Connie Leon-Kreps
Mayor

ZA(4)

ATTEST:

Yvonne P. Hamilton, CMC
Village Clerk

APPROVED AS TO FORM FOR USE ONLY BY
NORTH BAY VILLAGE:

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

North Bay Village Resolution: Employment Agreement-Frank K. Rollason

2A(5)

INTERIM VILLAGE MANAGER EMPLOYMENT AGREEMENT

This Interim Village Manager Employment Agreement (“Agreement”) is entered into, by, and between North Bay Village (“Village”) and Frank K. Rollason (“Mr. Rollason”).

WHEREAS, the Village is conducting a search for an individual to employ as permanent Village Manager and intends, in due course, to fill that position.

NOW, THEREFORE, in consideration of the mutual promises exchanged herein and other good and valuable consideration, the adequacy of which is hereby acknowledged, and intending to be legally bound, it is hereby agreed between the Parties as follows:

1. Recitations. The Parties agree that the recitations above are true and correct to the best of their belief and knowledge and incorporate them by reference as if fully set forth here.

2. Employment At Will. The Village agrees to employ Mr. Rollason and Mr. Rollason agrees to be employed in the position of Interim Village Manager according to the terms set forth herein. Notwithstanding any other provision herein, Mr. Rollason shall be employed at the will and pleasure of the Village Commission.

3. Duties. Mr. Rollason shall perform all the normal and customary duties of the position, including but not limited to those specific duties set forth in the Village charter, and such other appropriate duties as may be directed by the Mayor and Village Commission. Mr. Rollason shall devote his full time and best efforts to these duties. Mr. Rollason shall conduct himself at all times in a manner calculated to reflect favorably on the Village and shall not engage in any conduct, including speech, that would tend to reflect unfavorably on the Village or could damage its relations with any person or entity, including other government entities. Specifically, while employed by the Village, Mr. Rollason shall not publish or submit for publication any blog, column, commentary, letter, or other communication pertaining to governmental, political, or social affairs.

4. Salary And Benefits. Mr. Rollason shall be paid at a rate equivalent to \$8,500.00 per month, payable according to the Village’s usual payroll practices in equal, bi-weekly payments. Mr. Rollason shall be entitled to three weeks of paid vacation annually, which may not be carried over from year to year. One week of vacation shall accrue immediately upon employment and two weeks will accrue immediately upon his completion of six months of employment. Should Mr. Rollason remain employed for more than one year, he shall thereafter accrue vacation leave on the same terms as other management employees of the Village. Unused accrued vacation leave shall be payable to Mr. Rollason upon termination. He shall be entitled to paid sick leave accruing at the rate of 3.69 hours per biweekly pay period and subject to use on the same terms as applied generally to management employees of the Village. Unused accrued sick leave shall not be payable upon termination. He shall receive a cellular telephone stipend of \$100 per month and a vehicle allowance of \$138.00 biweekly. Mr. Rollason may choose not to participate in the Florida Retirement System (“FRS”) as a Village employee and, if he so chooses, shall execute the necessary forms to withdraw from FRS pursuant to Florida Statutes Section 121.055(1)(b)(2).

5. Miscellaneous. This Agreement is the entire agreement of the Parties on its subject matter and supersedes any and all other agreements, representations, or understandings of any kind thereon. The Parties agree that they have relied solely on the representations expressed herein in entering into this Agreement and not on any other communication, representation, or understanding of any kind. This Agreement shall be interpreted and construed according to its express language and not strictly against any Party regardless of authorship. This Agreement and disputes arising from it shall be governed by the laws of the State of Florida. Any disputes arising from this Agreement shall be heard by a judge and not a jury in the courts of the State of Florida. Venue shall be proper in Miami-Dade County, Florida, and the Parties agree not to challenge that venue, regardless of convenience or other basis for challenge. The prevailing party in any litigation arising from this Agreement shall be entitled to its reasonable attorney's fees and costs.

6. Effective Date. This Agreement is effective as of the last-dated signature below.

IN WITNESS WHEREOF, the Parties, knowingly and voluntarily and intending to be legally bound, do hereby execute and enter into this Agreement.

NORTH BAY VILLAGE

MR. ROLLASON

CONNIE LEON-KREPS
Mayor

FRANK K. ROLLASON

DATE

DATE

APPROVED as to legality and form only for
the benefit of North Bay Village

Bryant Miller Olive, P.A.
Village Labor and Employment Counsel

ATTEST:

YVONNE HAMILTON, CMC
Village Clerk

2A(7)



North Bay Village

Administrative Offices

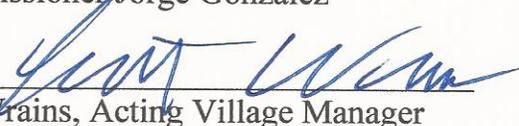
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MEMORANDUM

North Bay Village

TO: Mayor Connie Leon-Kreps
Vice Mayor Eddie Lim
Commissioner Richard Chervony
Commissioner Wendy Duvall
Commissioner Jorge Gonzalez

FROM: 
Bert Wrains, Acting Village Manager

SUBJECT: Special Meeting of the Village Commission

DATE: July 19, 2013

Pursuant to §30.03 of the North Bay Village Code of Ordinances and the Commission Agenda Procedures, a Special Meeting of the Village Commission is called for July 22, 2013 AT 6:30 P.M. OR AS SOON AS POSSIBLE THEREAFTER at the Treasure Island Elementary School, 7540 East Treasure Drive, North Bay Village, Florida. The purpose of this meeting shall be to adopt a Resolution approving an Employment Agreement for the Interim Village Manager appointee Frank Rollason.

/yph

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

ZA(8)
Commissioner
Jorge Gonzalez



North Bay Village

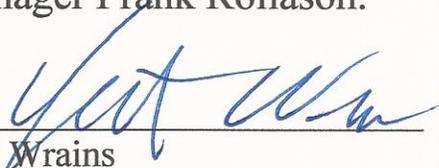
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NOTICE OF SPECIAL MEETING OF THE NORTH BAY VILLAGE COMMISSION

Notice is herewith given that the North Bay Village Commission will hold a special meeting on Monday, July 22, 2013 at 6:30 p.m., at Treasure Island Elementary School, 7540 East Treasure Drive, North Bay Village, Florida. The purpose of this meeting shall be to adopt a Resolution approving an Employment Agreement with Interim Village Manager Frank Rollason.



Bert Wrains
Acting Village Manager

Mayor
Connie Leon-Kreps

Vice Mayor
Eddie Lim

Commissioner
Dr. Richard Chervony

Commissioner
Wendy Duvall

2A(9)
Commissioner
Jorge Gonzalez