

From: David Miller
Sent: Wednesday, September 5, 2018 11:19 AM
To: Norman Powell <NPowell@nbvillage.com>
Subject: RE: contracts

Good morning, Norman, Please see my questions below, thanks, **David C. Miller | Bryant Miller Olive**

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(C)dmiller@bmolaw.com | www.bmolaw.com [Add to address book](#) | [View professional biography](#) NOTICE: This email message is intended only for the addressee and may contain confidential information that is legally privileged. If you are not the intended recipient, you may not review, use, disseminate, or copy this message. If you have received this message in error, please notify us immediately by return e-mail or by telephone and delete this message.

From: Norman Powell [<mailto:NPowell@nbvillage.com>]
Sent: Tuesday, September 4, 2018 4:25 PM
To: David Miller <dmiller@bmolaw.com>
Subject: RE: contracts
Importance: High

Good Afternoon David,

Attached is the Manager's Agreement, including some minor revisions:

1. The annual salary increased to \$147,000.00. There is a \$22,000.00 payment due Mr. Velken's recruitment/temp firm. Should we put that in the Agreement as a separate item or just increase his salary. The name of the firm is Stephanie Leon, P.A. , [6625 Miami Lakes Drive #339, Miami Lakes, Florida 33014](#).

I'm not really understanding this. Is the payment to the recruiter a deduction from his salary? And does it recur every year? If this is simply a fee due to the recruiter based on a percentage of his salary, then it seems it would be better to be paid directly to her. If we increase his salary under those circumstances, wouldn't we just owe her more? And if it is a deduction from his salary, I think we'll need to put something in the contract by which he explicitly agrees to that deduction. I've never seen anything like that before.

2. His retirement will begin February 1, 2019 so that there is no issues with his current retirement.

I'm not sure what that means. Does that mean he wants to opt out of FRS as far as his Village employment goes?

3. He is currently using a Village vehicle and will just keep using it.

OK

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