AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, February 4, 2015, 6:30 p.m.
Lake Park Town Hall
535 Park Avenue

James DuBois	—	**Mayor**
Kimberly Glas-Castro	—	**Vice-Mayor**
Erin T. Flaherty	—	**Commissioner**
Michael O'Rourke	—	**Commissioner**
Kathleen Rapoza	—	**Commissioner**
Bambi McKibbon-Turner	—	**Interim Town Manager**
Thomas J. Baird, Esq.	—	**Town Attorney**
Vivian Mendez, CMC	—	**Town Clerk**

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, 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. ***Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.***

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. SPECIAL PRESENTATIONS/REPORTS
1. Update on the Town Manager Selection Process **Tab 1**

D. PUBLIC COMMENT:
This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

E. CONSENT AGENDA: All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the Agenda. Any person wishing to speak on an Agenda item is asked

to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

2. Regular Commission Meeting Minutes of January 21, 2015 **Tab 2**
3. Visioning Workshop Meeting Minutes of January 21, 2015 **Tab 3**

F. PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:
None

G. PUBLIC HEARING(S) – ORDINANCE ON SECOND READING:
None

H. NEW BUSINESS:
4. Selection of an Interim Town Manager **Tab 4**

5. Resolution No. 04-02-15 Authorizing the Mayor and Town Clerk to Execute an Agreement between Palm Beach County and the Town of Lake Park for the use of $403,591 in 2015/2017 CDBG funds for Lake Shore Park and Kelsey Park Improvements. Review Project lay-out and Provide Consensus Comments **Tab 5**

6. Resolution 05-02-15 Ratification of the Collective Bargaining Agreement between the Town of Lake Park and the Federation of Public Employees for the Period of October 1, 2014 to September 30, 2015 **Tab 6**

7. Quantifying the Temporary Increase for serving as Interim to the Interim Town Manager **Tab 7**

I. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

J. ADJOURNMENT

Next Scheduled Regular Commission Meeting will be held on Wednesday, February 18, 2015

Special Presentation/ Reports

TAB 1

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 4, 2015 **Agenda Item No.** 1

Agenda Title: Update on the Town Manager Selection Process

[x] **SPECIAL PRESENTATION/REPORTS** [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[ ] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager _____ **Date:** 1/26/2015
Interim Town Manager

Name/Title

Originating Department: **Human Resources**	**Costs: $ -0-** Funding Source: Acct. # [ ] Finance _____	**Attachments:** **Copies of Town Manager Application Material**
Advertised: Date: _____ Paper: _____ **[x] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or **Not applicable in this case: BMT** **Please initial one.**

Summary Explanation/Background:

At the January 21, 2015 Commission meeting, staff advised the Town Commission that redacted copies of the completed Town Employment Application Forms and other required documentation received by the January 23, 2015 deadline for the position of Town Manager would be provided to the Commission at this meeting. Copies of completed Employment Application Forms and other required documentation are attached as back-up to this agenda item.

Recommended Motion: No motion is necessary as the purpose of this agenda item is to provide to the Town Commission copies of the Town Manager application materials as submitted.

Manny Anon, Jr.

TOWN OF LAKE PARK

An Equal Opportunity Employer

EMPLOYMENT APPLICATION FORM

Please type or print clearly. Do not use pencil. Do not revise or reformat this application form in any way.
A separate application form containing the applicant's original signature is required for each position. Applications will not be accepted by fax. Completed applications must be submitted **by the applicant directly to the Human Resources Department**, Lake Park Town Hall, 535 Park Avenue, Lake Park, Florida 33403. Applications must be complete at the time they are submitted. Please answer each question or insert "N/A" if the question is not applicable. Applications are accepted only for advertised positions.

In accordance with the provisions of the **Americans with Disabilities Act**, please notify the Human Resources Department at 561-881-3310 in advance if you require special accommodations to participate in the employment application process.

1. Position Applied For: TOWN MANAGER
(*Please state the position applied for exactly as it has been advertised.*)

2. Is this position: ☒ Full-time ☐ Part-time ☐ Temporary ☐ Intermittent (Seasonal)
(*Please check one of the above boxes.*)

3. How did you first learn about this position: League of Cties Website ?

4. Applicant's Last Name: ANON, JR

5. Full First Name: MANNY Middle Name: —

6. Applicant's Home Address: 2820 SW 81st Avenue
(*Do not use a post office box.*)

City: Miami State: FL Zip Code: 33155

Home Telephone No. (*with area code*): 786-332-4189 Cell Phone No. (*with area code*): 305-219-8083

Email Address: mannyanon@yahoo.com

7. Social Security Number: [redacted]
(*The Town of Lake Park requests your social security number for the purpose of conducting pre-employment background checks, pre-employment physical examinations and drug screens, employment benefits, and income reporting. Your social security number will be used solely for these purposes.*)

8. Have you ever worked for the Town of Lake Park? Yes ☐ No ☒
If "yes", please provide position title(s), department(s), dates of employment, and reason for leaving:
N/A

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BY: JR

9. Have you ever applied for a position with the Town of Lake Park before? Yes ☐ No ☒
If "yes", please provide the position(s) for which you applied and the date of your application(s):

N/A

10. Do you have any relatives currently employed by the Town of Lake Park? Yes ☐ No ☒
If "yes", please print name, relationship to you and the Town department in which your relative works:

N/A

11. May we contact your present employer? Yes ☒ No ☐

12. Is there any reason that you would not be able to perform the responsibilities and tasks of the position for which you are applying? Yes ☐ No ☒

13. Can you work evenings? Yes ☒ No ☐

14. Can you work weekends? Yes ☒ No ☐

15. Are you legally able to work in the United States? Yes ☒ No ☐

16. Have you **EVER** been arrested, received a Notice to Appear, been charged, convicted, entered a plea of *nolo contendere* (no contest), entered a plea of guilty, been found guilty or had adjudication withheld in a criminal offense; or, are there any criminal charges now pending against you?

Yes ☐ No ☒

If "yes", please describe the charge and the outcome of the charges (please be sure to respond thoroughly and accurately to this question. Failure to answer accurately and fully or failure to disclose requested details on this application form will be counted as an omission of relevant facts and will be grounds for disqualification from consideration or revocation of job offer if recommended for hire):

N/A

17. Do you have a valid Florida (or out-of-state) driver's license? Yes ☒ No ☐ If your answer is "yes", please provide your driver's license number below and the issuing state:
Driver's License Number: [redacted] Issuing State: FL

18. Do you have a valid Florida Commercial Driver's License (CDL)?

Yes ☐ No ☒

If "yes", indicate class below:

Class A ☐ Class B ☐ Class C ☐ Class D ☐ Chauffeur's License ☐

Expiration Date: _____ Endorsements: _____

19. EDUCATION/TRAINING HISTORY

Please provide your full name if different while attending school: Jose Manuel

High School or GED	
Full Name: Dade Christian	Date Graduated: June 1980
Address: 6601 NW 167th Street	
City/State/Zip Code: Hialeah FL 33015	
(305) 822-7690	
College/University	
Full Name: University of Miami	Date Graduated: May 12, 1989
Address: 1320 S. Dixie Highway	Major: Politics & Public Affair
City/State/Zip Code: Coral Gables FL 33124	Degree: B.A.
(305) 284-2211	
College/University	College of LAW
Full Name: American University Washington	Date Graduated: May 17, 1992
Address: 4801 Massachusetts Avenue, NW	Major: LAW
City/State/Zip Code: Washington DC 20016	Degree: J.D
(202) 274-4000	
Training/Vocational School	
Full Name: N/A	Date Completed:
Address:	Licenses or Certifications:
City/State/Zip Code:	
NOTE: Please attach copies of degrees or certificates at the time of application.	

20. Please list all special skills, computer programs, office machines, equipment, tools, etc. that you are able to use:

Microsoft Words, PowerPoint, Excel

21. Please list any trade or professional organizations to which you currently belong:

Florida Bar Association

13. EMPLOYMENT HISTORY

Commencing with your most recent employer, including self-employment, part-time employment, and military service (if applicable), please list in reverse chronological order your COMPLETE employment history. Please attach an addendum if needed to complete this section. (NOTE: If you are supplementing your application with a resume, all of the following requested information must be provided in your resume.)

Name of Employer: United States Army Reserve	Starting Date: 08/01/01
Address: 13601 SW 176th Street	Ending Date: Still
City/State: Perrine FL Zip Code: 33177	Final Salary: Weekend Drill
Telephone Number (with area code): 954-240-7334	
Your Immediate Supervisor: LTC Christopher Dube	
Your Position Title: International Law officer/BJA	

Duties and Responsibilities:
I Advise the Commander on Administrative, Rule of Law, & Contract matters including Legal opinions, Report of Survey, Line of Duty, Article 15-6 & UCMJ (See Resume & Cover Letter)

Reason for Leaving: I'm still a drilling Soldier

Name of Employer: Town of Surfside	Starting Date: 07/14
Address: 9293 Harding Avenue	Ending Date: 11/14
City/State: Surfside FL Zip Code: 33154	Final Salary: $110,000
Telephone Number (with area code): 305-993-1065	
Your Immediate Supervisor: Linda Miller	
Your Position Title: Assistant Town Attorney	

Duties and Responsibilities:
I prepared & Reviewed ordinances, resolutions, Contracts and other related legal documents. Also, I attended & Advise Commission meeting, Planning & Zoning and other Boards. (See Resume & Cover Letter)

Reason for Leaving: Personal Reasons

22. EMPLOYMENT HISTORY (continued)

Name of Employer: AFSCME Florida Council 79	Starting Date: 09/99
Address: 7005. Royal Poinciana Blvd #700	Ending Date: 01/14
City/State: Miami Spring, FL Zip Code: 33166	Final Salary: ~100,000
Telephone Number (with area code): 850-241-3849	
Your Immediate Supervisor: Alma Gonzalez	
Your Position Title: Region Director/General Counsel	
Duties and Responsibilities: I provided Legal support for AFSCME staff and Bargaining unit members in Monroe, Miami-Dade, Broward & Palm Beach Counties. I handled all labor & Employment issues, arbitration & Administrative hearings. I ran the day to day operation of the office & Supervised 7 staff (See Resume & Cover Letter)	
Reason for Leaving: Lay off	

Name of Employer: City of Miami	Starting Date: 02/97
Address: 444 SW 2nd Avenue, 9th Floor	Ending Date: 08/99
City/State: Miami FL Zip Code: 33130	Final Salary: 45,000
Telephone Number (with area code): 305-579-2444	
Your Immediate Supervisor: Charles Mays	
Your Position Title: Assistant City Attorney	
Duties and Responsibilities: I was a trial litigator doing defense work for the City of Miami. I handled all litigation matters from answering the Complaint to Closing argument (See Resume & Cover Letter)	
Reason for Leaving: Better Job	

23. Please explain any gaps in your employment history:
None

24. Have you ever been fired, removed or dismissed from any position at any time?

Yes ☐ No ☒

If "yes", identify the employer and your job position, and explain why and include the date of the job action: N/A

25. APPLICANT'S STATEMENT AND AUTHORIZATION FOR RELEASE OF INFORMATION

I hereby certify that all statements in this application, and accompanying resume if provided, are true and complete. I understand that any falsification, misrepresentation or omission of information by me shall serve as a basis for disqualification from consideration for employment or termination of my employment with the Town of Lake Park. I further understand that unless this application is completed in detail, it will not be considered.

I hereby give my consent to the Town of Lake Park to investigate and verify any information provided on this application form and successive documents completed for the purpose of employment consideration. All applicants shall be subject to a criminal background check. I consent to have background checks, pre-employment physical examinations, drug testing, reference checks and any other necessary investigations undertaken to determine my suitability for employment.

I hereby authorize any representative of the Town of Lake Park, bearing this release, or copy hereof, to obtain any information in your files pertaining to my educational background, attendance, employment history and disciplinary records. I hereby release any person who provides personnel file or applicant information pertaining to me from all claims of liability that might otherwise result from such information. I hereby release the Town of Lake Park or its employees from any and all liability for damages resulting from reference checks, background checks associated with this application.

I am further aware and understand that the Town of Lake Park requires its employees to adhere to numerous policies, rules, regulations and procedures, including but not limited to: (1) fingerprinting of its employees upon application and employment; (2) Equal Employment Opportunity Policy; (3) a Drug Free Workplace Policy; (4) drug screening requirements; and (5) a Tobacco Free Workplace Policy.

I voluntarily agree to abide by all Town policies if I am hired by the Town of Lake Park.

I further declare that if I am employed by the Town of Lake Park, and thus a recipient of public funds, that I affirm that I will support the Constitution of the United States and the State of Florida.

Applicant Full Name: MANNY ANON, JR
(please print)

Signature of Applicant — Date: 12/26/14

Signature of Applicant's Parent or Legal Guardian (if applicant is a minor) — Date

The Town of Lake Park is an Equal Opportunity Employer.

The Florida Bar

JOHN F. HARKNESS, JR.
EXECUTIVE DIRECTOR

651 EAST JEFFERSON STREET
TALLAHASSEE, FLORIDA 32399-2300

850/561-5600
WWW.FLORIDABAR.ORG

State of Florida)

County of Leon)

In Re: 983748
Manny Anon, Jr.
Town of Surfside Attorney Office
9293 Harding Ave.
Surfside, FL

I HEREBY CERTIFY that I am the duly appointed custodian of membership records of The Florida Bar.

I FURTHER CERTIFY that the records in the office of the Clerk of the Supreme Court of Florida indicate that said attorney was admitted to practice law in the State of Florida on September 24, 1993.

I FURTHER CERTIFY that the records in the office of The Florida Bar indicate that the above attorney is an active member of The Florida Bar in good standing.

Dated this 4th day of December, 2014.

Pam Gerard
Member Services & Records Manager
The Florida Bar

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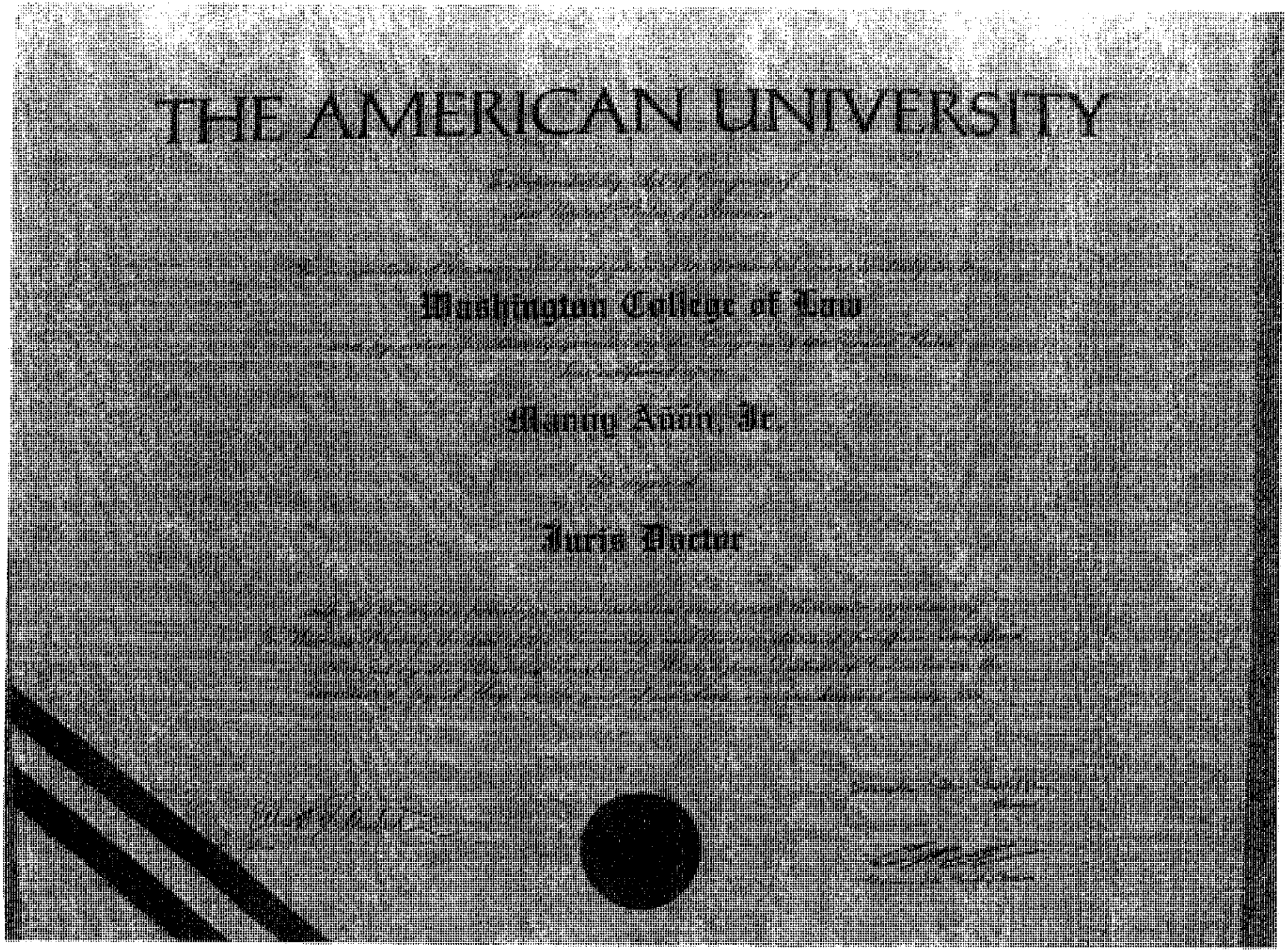
THE AMERICAN UNIVERSITY

Washington College of Law

Manny Aõún, Jr.

Juris Doctor

Miami-Dade Community College

Miami Florida

Has conferred on

Jose Manuel Anon

the degree

Associate in Arts

and all the rights and privileges thereunto appertaining.

In Witness Whereof, this diploma, duly signed, has been issued and the seal of the College affixed.

Issued by the District Board of Trustees of Miami-Dade Community College upon recommendation of the Faculty of the College at Miami, this month of May, A.D. 1986.

Daniel H. Lee
Chairman, District Board of Trustees

Robert McCabe
President

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BY: ...JLR.....

December 28, 2014

Town of Lake Park/Human Resources Department
Bambi McKibbon-Turner M.S., HRM
535 Park Avenue
Lake Park, Florida 33403
humanresources@lakeparkflorida.gov

Re: Town of Lake Park Manager (Veteran's Preference)

Dear Ms. Mckibbon-Turner:

My name is Manny Anon, Jr. and I am a law graduate from The American University Washington College of Law. I am licensed to practice law in both the State of Florida, and The United States District Court of the Southern District of Florida. I am currently enrolled for an online Master in Science Degree in Human Resource Management (MSHRM) at Florida International University which starts January 10, 2015. Also, I have my Bachelors in Arts Degree in Politics and Public Affairs from the University of Miami. I am a motivated, experienced, enthusiastic, creative and dynamic leader. I am a Veteran of both Operation Iraqi Freedom and Operation Enduring Freedom. Finally, I am a native Floridian of Cuban descendents with three (3) children. I read, speak, and write Spanish fluently.

My resume reflects that I have been clerking since my second year of law school. Throughout these past twenty-one (21) years, I have worked with several different firms, including The U.S. Army Reserve Judge Advocate General Corp, AFSCME Florida Council 79, Town of Surfside, The City of Miami Attorney's Office, and The State Attorney's Office. Thus, I have been exposed to various aspects of law including: Municipal Law, Labor/Employment, Contract and Fiscal Law, Administrative law, Criminal, Commercial Litigation, and many areas within military law. Throughout these years, I have drafted and argued many pleadings, and briefs before arbitrators, special magistrates, hearing officers, and county, circuit, and administrative judges. As *Assistant Town Attorney*, I prepare and review ordinances, resolutions, contracts, and other related legal documents for the Town. As *Deputy General Counsel* for AFSCME Florida Council 79, I have argued over one-hundred (100) labor employment arbitration cases and/or administrative hearings, have resolved many other cases through settlement agreements and have negotiated many collective bargaining agreements. As *Region 5 Director/General Counsel*, I ran the day-to-day operations of the office, arbitrated cases, provided labor/employment services, negotiated collective bargaining agreements and supervised 4-5 staff representatives, 2 clerical and one attorney. As an *Assistant City of Miami Attorney*, I was assigned to the litigation department. I tried several cases and have won many other cases on summary judgments.

Also, I am a Major for The United States Army Reserve Judge Advocate General Corp. I have served honorably in both Operation Iraqi Freedom and Operation Enduring Freedom. Currently, I am assigned to the 478th Civil Affairs BN out of Perrine, Florida as the International Law Officer/Brigade Judge Advocate. I am responsible for advising commanders on Administrative and Contract Law, including legal opinions, reports of survey, Article 15-6 and UCMJ. I provide legal guidance to service members and their dependents in family, civil and criminal law. Also, I am responsible for assisting soldiers with legal questions, preparing wills, notaries and powers of attorneys while providing leadership and mentoring to junior officers. My last Commander's name is LTC John Scharett. He may be contacted at (763) 276-8296 for any work ethic questions. Also, my past senior rater, LTC Edward Merrigan (Broward Judge) may be contacted at (954) 292-353.

Also, I was employed as Assistant Town Attorney for Town of Surfside. During my tenure, I prepare and review ordinances, resolutions, contracts, legal opinions and other related legal documents for the Town.

I attended Commission, Planning and Zoning and other Board Meetings to assure compliance with Florida ethics, Sunshine meeting and public records laws. I worked closely with several directors including Public Works, Building, Code Enforcement, Parks & Recreation and Police (see references). My direct supervisor was Ms. Linda Miller and she could be contacted at (305) 993-1065.

Further, as the Deputy General Counsel and Region 5 Director/General Counsel for AFSCME Florida Council 79, I was responsible for servicing, and providing legal support in labor employment issues, hearings, arbitrations and administrative proceedings in four (4) counties: Monroe, Miami-Dade, Broward, and Palm Beach. This includes about 25 locals and over 11,000 dues paying members. As I mentioned, as Deputy General Counsel for AFSCME Florida Council 79, I argued over a 100 arbitration cases and/or administrative hearings, and resolved many other cases through settlement agreements. I negotiated or assisted in many collective bargaining agreements, including the following: Local 1363 (JMH), Local 199 (General Employees), Local 1542 (Airport), Local 121 (WASA), Local 3292 (Solid Waste), Local 1554 (Miami Beach), and Local 3293 (North Miami Beach) and many more in Dade and Broward Counties. Also, I advised local officers and employees on basic employment matters in FMLA, FLSA, EO, ADA, Workers and Unemployment Compensation and many more. As *Region 5 Director/General Counsel*, I ran the day-to-day operations of the AFSCME Florida Council 79 Region 5 Office and supervised a staff consisting of 4 staff representatives, 2 clerical and one attorney. Also, I continue to arbitrate cases, and negotiate collective bargaining agreements for the region. My supervisor was Ms. Alma Gonzalez. She can be contacted at (850) 241-3849 for any work ethic questions.

Before AFSCME, I was employed with the City of Miami as an Assistant City Attorney. I was assigned to the litigation department, and carried a caseload of about 70 tort liability cases of which I was responsible from answering the complaint, discovery, and closing argument at trial (Jury or Bench). I represented the Departments of Public Works, Risk Management Police and Fire in tort defense litigation. I have had several trials and many motions for summary judgments. My direct supervisor was Mr. Charles Mays. He could be contacted at (305) 206-1254 for any work ethic questions you might have.

Thus, I bring to the Town Manager position a vast knowledge and experience in litigation and all phases of collective bargaining negotiations within the State of Florida. I have negotiated many collective bargaining agreements as chief negotiator or legal advisor; thus, I have extensive experience in contract administration and worked with budgets. Further, I have developed a great working relationship and network with unions, and several City/County Attorney's Office, and their respective Labor and HR Departments. I bave a working knowledge of state and federal labor employment laws and regulations regarding public employer and employees' duties and responsibilities. Also, I have proven leadership and supervisory skills which will enable me to supervise, hire, train, manage, and oversee Town of Park Lake staff and maintaining operations within the budget. Due to my municipal law experiences, I could ensure that labor relation matters will be in compliance with laws, regulations, ordinances, policies and procedures and union contracts. Also, I plan on acquiring my PHR Certification. Finally, I am FEMA certified in the following courses: IS 100, 200, 300, 400, 700 and 800.

For these reasons, I am writing to let you know that I am extremely interested in working for the Town of Park Lake as the City Manager. I honestly believe that the above-mentioned qualifications, knowledge, experiences, leadership skills, perseverance, and fluency in Spanish are all assets that I possess which will enable me to immediately contribute to the high demands required by the Mayor, Commission, and the citizens of Town of Park Lake. I am asking for a salary of 150,000.00 or negotiable. If there is anything else, please do not hesitate to contact me. Until then, I remain

Very truly yours,

MANNY ANON, JR., Esq.

MANNY ANON, JR.

Education	THE AMERICAN UNIVERSITY WASHINGTON COLLEGE OF LAW Washington, D.C., J.D. – May 1992 *Activities*: Hispanic Law Society Association, Parliamentarian; Phi Delta Phi International Legal Fraternity; Honor Code Committee; Judiciary and Budget Committee; and Quarter-Finalist 1st Year Moot Court Competition. *Honor*: Who's Who Among American Law Students. UNIVERSITY OF MIAMI, Miami, Florida B.A. – May 1989, Politics and Public Affair/Chemistry and Biology Minor. *Activities*: Pi Sigma Alpha Honor for Political Science Majors; Kappa Sigma Fraternity, Vice President; Student Body Government, Member of the Cabinet and Chief Justice of the Supreme Court; and UM Moot Court Finalist. *Honor*: Dean's List; Who's Who Among American College Students; Outstanding Young Men of America; Outstanding Young Scholar; National Association of Student Government Award; University of Mimi Leadership Certificate Program; Kappa Sigma Fraternity; Scholarship-Leadership Award; Omicron Delta Kappa Honor Society; and Order of Omega Honor Society. MIAMI-DADE COMMUNITY COLLEGE, Kendall, Florida A.A. May 1986, Pre-Legal/Pre-Med. Honor: Dean's List; Achievement of Excellence Award; Phi Theta Kappa Honor Society, Vice President; Phi Alpha Phi Pre-Med Society, Vice President.
Employment History	UNITED STATES ARMY RESERVE JUDGE ADVOCATE GENERAL United States Army Reserve, 478th Civil Affairs BN, Perrine Florida *International Law Officer* I provide legal services to soldiers and their families in family law, wills, landlord/tenant, operational, administrative and contract law. TOWN OF SURFSIDE, Surfside, Florida *Assistant Town Attorney*, July 2014 - November 2014 I prepare and review ordinances, resolutions, contracts, and other related legal documents AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES, North Miami, Florida *Deputy General Counsel*, September 1999- January 2014 I provide legal support for AFSCME staff and bargaining unit members in Monroe, Dade, Broward, Palm Beach, Martin and Hillsborough Counties. I handle all labor and employment issues, arbitrations and administrative hearings arising out of the collective bargaining agreements. CITY OF MIAMI ATTORNEY'S OFFICE, Miami, Florida *Assistant City Attorney*, February 1997 – September 1999 I was a trial civil litigator doing defense work for the City of Miami. I handle all litigation matters from answering complaints, to closing arguments.

2820 S.W. 81st Avenue * Miami, Florida 33155 * (305) 219-8083[C]/(786) 332-4189 [H]

SANDLER & SANDLER, Coral Gables, Florida
Associate, February 1996- October 1996
I handled commercial litigation and personal injuries cases. I drafted pleadings, argued motions, attended motion calendar, and special calendar hearings.

THE LEGAL GROUP, P.A., Miami, Florida
Associate, January 1994 – July 1995
I handled all aspects of personal injury cases.

LAW OFFICES OF CARLOS E. CASUSO, Miami, Florida
Law Clerk, August 1992 – September 1993
I researched, drafted pleadings, letters and memorandums of law

RASSNER RASSNER KRAMMER & GOLD, South Miami, Florida
Independent Research Assistant, March 1992 – May 1992
Researched Commercial and Family Law issues for Mr. Monty Rassner, Esq.

UNIVERSITY OF MIAMI SCHOOL OF LAW LITIGATION SKILLS PROGRAM, Coral Gables, Florida
Visiting Law Student, August 1991 – December 1991
Trial and Pre-Trial skills and practices

GAEBE MURPHY MULLEN & ANTONELLI, Miami, Florida
Law Clerk, June 1991 – December 1991
Research, drafted pleadings, letters and memorandums of law

DADE COUNTY STATE ATTORNEY'S OFFICE, Miami, Florida
Certified Legal Intern, May 1991 – August 1991
I worked all phases of pre-trial preparation, morning calendar, deposition, research, opening argument, direct examination. I assisted in several criminal trials & proceedings.

Community

Services: National Hispanic Republican Association of Florida, Attorney; City of Miami Police Department Crisis Prevention Team, Allapattah Chairperson; Allapattah Crime Prevention, Chairperson; Allapattah YMCA, Board Member; Allapattah Community Action, Board Member; Allapattah Promotion, Board Member.
Honors: City of Miami Police Department Crisis Prevention Team Certificate of Appreciation; Allapattah Crime Prevention Certificate of Appreciation; State Senator Albert Gutman Certificate of Appreciation and Leadership; City of Miami Mayor Xavier Suarez and Mayor Joe Carollo Award of Appreciation.
Awards: Bronze Star, Meritorious Service Medal-2, Army Commendation Medal-5, Army Achievement Medal-4, Afghanistan Campaign Medal, Iraqi Campaign Medal, Global War on Terrorism Medal, National Defense Service Medal, Army Reserve Components Achievement Medal, Military Outstanding Volunteer Service Medal, Army Service Ribbon, Army Reserve Components Overseas Training Ribbon, Marine Corps Certificate of Appreciation, USASETAF Certificate of Appreciation, USASETAF Commander's Coin, 5th Corp Certificate of Appreciation, 5th Corp Commander's Coin, 2 Commander's Coins from the 174th and 478th Commander's Coin.

2820 S.W. 81st Avenue * Miami, Florida 33155 * (305) 219-8083[C]/(786) 332-4189 [H]

REFERENCES

1. **HONORABLE JUDGE EDWARD MERRIGAN**
   4230 N.E. 28th Avenue
   Ft. Lauderdale, Florida 33308
   (954) 292-3533
   edward.h.merrigan.mil@mail.mil

2. **ALMA GONZALEZ**
   Former Supervisor/AFSCME Special Counsel
   5610 Interbay Blvd #D.
   Tampa, Florida 33611
   (850) 241-3849
   ARGonzalez715@gmail.com

3. **LINDA MILLER**
   Surfside Town Attorney
   9293 Harding Avenue
   Surfside, Florida 33154
   305-993-1065
   lmiller@townofsurfsidefl.gov

4. **CHARLES MAYS**
   Attorney
   155 South Miami Avenue, PH-1B
   Miami, Florida 33130
   (305) 579-2444
   ccmays@ci.miami.fl.us

5. **WILLIAM CANDELA**
   Assistant County Attorney
   111 N.W. 1st Street, Suite 2810
   Miami, Florida 33128
   (305) 375-2147
   wxc@miamidade.gov

6. **ERIC RODRIGUEZ**
   Assistant County Attorney
   111 N.W. 1st Street, Suite 2810
   (305) 375-5151
   ear2@miamidade.gov

7. **CHRIS KURTZ**
   Miami-Dade County School Board Labor Attorney
   1450 N.E. 2nd Avenue, Suite 552
   Miami, Florida 33132-1308
   (305) 995-2380
   ckurtz@dadeschools.net

REFERENCES (Con't)

8. **JOHN COPELAN, JR.**
Former Broward County Attorney
Former Deputy City of Miami Attorney
Former General Counsel, Department of Children and Families
(954) 328-7747
colbun@live.com

9. **FRANTZ VITAL**
Attorney
6190 N.W. 11th Street
Sunrise, Florida 33313-6116
(954) 523-5123
fkvital@aol.com

10. **ROSS PRIETO**
Surfside Building Official
9293 Harding Avenue.
Surfside, Florida 33154
305-861-4863 X231
rprieto@townofsurfsidefl.gov

11. **JOE DAMIEN**
Surfside Director of Code Compliance
9293 Harding Avenue
Surfside, Florida 33154
305-861-4863 X230
jdamien@townofsurfsidefl.gov

12. **VIVIENNE DIXON-SHIMS**
President of AFSCME Local 1363/Jackson Memorial Hospital
700 S. Royal Poinciana Blvd, Suite 700
Miami Springs, FL 33166
(305) 651-6617 [W]/(786) 295-1095 [C]
afscme1363dixon@bellsouth.net

13. **JOEL HERNANDEZ, PRES./MARCELOUS STRINGER, V.P**
AFSCME Local 3292/Miami-Dade County Solid Waste
700 S. Royal Poinciana Blvd, Suite 700
Miami Springs, FL 33166
(305) 651-6617 [W]/(305) 726-4501 [C]
local3292@aol.com, marcellous.ms@gmail.com

14. **TONY EIROA**
President of AFSCME Local 1542/Miami-Dade County Airport
700 S. Royal Poinciana Blvd, Suite 700
Miami Springs, FL 33166
(305) 651-6617 [W]/(305) 905-5914 [C]
aeiroa1542@bellsouth.net

Andrew M. Barton

TOWN OF LAKE PARK
An Equal Opportunity Employer
EMPLOYMENT APPLICATION FORM

Please type or print clearly. Do not use pencil. Do not revise or reformat this application form in any way.
A separate application form containing the applicant's original signature is required for each position. Applications will not be accepted by fax. Completed applications must be submitted **by the applicant directly to the Human Resources Department**, Lake Park Town Hall, 535 Park Avenue, Lake Park, Florida 33403. Applications must be complete at the time they are submitted. Please answer each question or insert "N/A" if the question is not applicable. Applications are accepted only for advertised positions.

In accordance with the provisions of the **Americans with Disabilities Act**, please notify the Human Resources Department at 561-881-3310 in advance if you require special accommodations to participate in the employment application process.

1. Position Applied For: CITY MANAGER
(*Please state the position applied for exactly as it has been advertised.*)

2. Is this position: ☑ Full-time ☐ Part-time ☐ Temporary ☐ Intermittent (Seasonal)
(*Please check one of the above boxes.*)

3. How did you first learn about this position: _____?

4. Applicant's Last Name: BARTON

5. Full First Name: ANDREW Middle Name: MARK

6. Applicant's Home Address: 1282 WEEPING ROCK TRAIL
(*Do not use a post office box.*)

City: MESQUITE State: NV Zip Code: 89034

Home Telephone No. (*with area code*): 702-613-4417 Cell Phone No. (*with area code*): 702-423-1846

Email Address: andybarton1150@yahoo.com

7. Social Security Number: [redacted]
(*The Town of Lake Park requests your social security number for the purpose of conducting pre-employment background checks, pre-employment physical examinations and drug screens, employment benefits, and income reporting. Your social security number will be used solely for these purposes.*)

8. Have you ever worked for the Town of Lake Park? Yes ☐ No ☑
If "yes", please provide position title(s), department(s), dates of employment, and reason for leaving:

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JAN 23 2015
BY:

9. Have you ever applied for a position with the Town of Lake Park before? Yes ☐ No ☑
If "yes", please provide the position(s) for which you applied and the date of your application(s):

10. Do you have any relatives currently employed by the Town of Lake Park? Yes ☐ No ☑
If "yes", please print name, relationship to you and the Town department in which your relative works:

11. May we contact your present employer? Yes ☐ No ☑

12. Is there any reason that you would not be able to perform the responsibilities and tasks of the position for which you are applying? Yes ☐ No ☑

13. Can you work evenings? Yes ☑ No ☐

14. Can you work weekends? Yes ☑ No ☐

15. Are you legally able to work in the United States? Yes ☑ No ☐

16. Have you **EVER** been arrested, received a Notice to Appear, been charged, convicted, entered a plea of *nolo contendere* (no contest), entered a plea of guilty, been found guilty or had adjudication withheld in a criminal offense; or, are there any criminal charges now pending against you?

Yes ☐ No ☑

If "yes", please describe the charge and the outcome of the charges (please be sure to respond thoroughly and accurately to this question. Failure to answer accurately and fully or failure to disclose requested details on this application form will be counted as an omission of relevant facts and will be grounds for disqualification from consideration or revocation of job offer if recommended for hire):

17. Do you have a valid Florida (or out-of-state) driver's license? Yes ☑ No ☐ If your answer is "yes", please provide your driver's license number below and the issuing state:
Driver's License Number: [redacted] Issuing State: NEVADA

18. Do you have a valid Florida Commercial Driver's License (CDL)?

Yes ☐ No ☐

If "yes", indicate class below:

Class A ☐ Class B ☐ Class C ☐ Class D ☐ Chauffeur's License ☐

Expiration Date: _____ Endorsements: _____

[redacted]

Please provide your full name if different while attending school: _____

High School or GED	
Full Name: LEXINGTON HIGH	Date Graduated: 6/68
Address:	
City/State/Zip Code: LEXINGTON, MA	
College/University	
Full Name: UNIVERSITY OF SOUTH FLORIDA	Date Graduated: 12/72
Address:	Major: ENGLISH
City/State/Zip Code: TAMPA, FLORIDA	Degree: BA (HONORS)
College/University	
Full Name: CITY UNIVERSITY	Date Graduated: 9/81
Address:	Major: MANAGEMENT
City/State/Zip Code: SEATTLE, WA	Degree: MBA
~~Training/Vocational School~~ COLLEGE/UNIVS	
Full Name: ~~[redacted]~~ CITY UNIVERSITY	Date ~~Completed~~: GRADUATED 9/87
Address:	~~Licenses or Certifications:~~
City/State/Zip Code: SEATTLE, WA	MAJOR: PUBLIC POLICY
	DEGREE: MPA
NOTE: Please attach copies of degrees or certificates at the time of application.	

20. Please list all special skills, computer programs, office machines, equipment, tools, etc. that you are able to use:

WORD, ECEL, POWER POINT, MAC OSX, PUBLISHER

21. Please list any trade or professional organizations to which you currently belong:

ICMA

[redacted]

Commencing with your most recent employer, including self-employment, part-time employment, and military service (if applicable), please list in reverse chronological order your COMPLETE employment history. Please attach an addendum if needed to complete this section. (NOTE: If you are supplementing your application with a resume, all of the following requested information must be provided in your resume.)

Name of Employer: CITY OF MESQUITE, NV	Starting Date: 4/15/12
Address: 10 E MESQUITE BLVD	Ending Date:
City/State: MESQUITE, NV Zip Code: 89027	Final Salary: $115,000
Telephone Number (with area code): 702-376-4019	
Your Immediate Supervisor: MAYOR ALLITMAN	
Your Position Title: CITY MANAGER	
Duties and Responsibilities: PLEASE SEE RESUME	
Reason for Leaving: CURRENTLY EMPLOYED	

Name of Employer: TOWN OF NEW CASTLE, CO	Starting Date: 5/1/2008
Address: 450 W MAIN ST	Ending Date: 4/1/12
City/State: NEW CASTLE, CO Zip Code: 81647	Final Salary: $99,300
Telephone Number (with area code): 970-984-2300	
Your Immediate Supervisor: MAYOR FRANK BRESLIN	
Your Position Title: TOWN ADMINISTRATOR	
Duties and Responsibilities: PLEASE SEE RESUME	
Reason for Leaving: ACCEPTED POSITION OF CM WITH CITY OF MESQUITE, NV	

[redacted]

Name of Employer: MEDICAL NEWSLETTER, INC	Starting Date: 2002 ~~2009~~
Address: IDAHO FALLS	Ending Date: 2007
City/State: IDAHO FALLS, ID Zip Code:	Final Salary:
Telephone Number (with area code):	
Your Immediate Supervisor: SELF EMPLOYED	
Your Position Title: OWNER/OPERATOR	
Duties and Responsibilities: PLEASE SEE RESUME	
Reason for Leaving: TO RETURN TO PUBLIC SECTOR	

Name of Employer: CITY OF FERNANDINA, FL	Starting Date: 5/1999
Address: 304 ASH ST	Ending Date: 10/2001
City/State: FERNANDINA BEACH, FL Zip Code: 32034	Final Salary: $73,000
Telephone Number (with area code): 904-277-7305	
Your Immediate Supervisor: MAYOR JOE GERRITY	
Your Position Title: CITY MANAGER	
Duties and Responsibilities: PLEASE SEE RESUME	
Reason for Leaving: PRIVATE SECTOR OPPORTUNITY	

23. Please explain any gaps in your employment history:
PLEASE SEE ATTACHED RESUME FOR ADDITIONAL EMPLOYMENT HISTORY

24. Have you ever been fired, removed or dismissed from any position at any time?

Yes ☐ No ☑

If "yes", identify the employer and your job position, and explain why and include the date of the job action: _____

[redacted]

Name of Employer: CITY OF KIRKLAND, WA	Starting Date: 1986
Address: 123 FIFTH AVE	Ending Date: 1999
City/State: KIRKLAND, WA Zip Code: 98033	Final Salary: 61,000
Telephone Number (with area code):	
Your Immediate Supervisor: TERRY ELLIS, CM AND	DAVE RAMSAY, CM
Your Position Title: ASSISTANT TO CITY MANAGER	
Duties and Responsibilities: PLEASE SEE RESUME	
Reason for Leaving: TO ACCEPT CM POSITION WITH CITY OF FERNANDINA BEACH, FL	

Name of Employer:	Starting Date:
Address:	Ending Date:
City/State: Zip Code:	Final Salary:
Telephone Number (with area code):	
Your Immediate Supervisor:	
Your Position Title:	
Duties and Responsibilities:	
Reason for Leaving:	

23. Please explain any gaps in your employment history:

24. Have you ever been fired, removed or dismissed from any position at any time?

Yes ☐ No ☐

If "yes", identify the employer and your job position, and explain why and include the date of the job action: _____

[redacted]

I hereby certify that all statements in this application, and accompanying resume if provided, are true and complete. I understand that any falsification, misrepresentation or omission of information by me shall serve as a basis for disqualification from consideration for employment or termination of my employment with the Town of Lake Park. I further understand that unless this application is completed in detail, it will not be considered.

I hereby give my consent to the Town of Lake Park to investigate and verify any information provided on this application form and successive documents completed for the purpose of employment consideration. All applicants shall be subject to a criminal background check. I consent to have background checks, pre-employment physical examinations, drug testing, reference checks and any other necessary investigations undertaken to determine my suitability for employment.

I hereby authorize any representative of the Town of Lake Park, bearing this release, or copy hereof, to obtain any information in your files pertaining to my educational background, attendance, employment history and disciplinary records. I hereby release any person who provides personnel file or applicant information pertaining to me from all claims of liability that might otherwise result from such information. I hereby release the Town of Lake Park or its employees from any and all liability for damages resulting from reference checks, background checks associated with this application.

I am further aware and understand that the Town of Lake Park requires its employees to adhere to numerous policies, rules, regulations and procedures, including but not limited to: (1) fingerprinting of its employees upon application and employment; (2) Equal Employment Opportunity Policy; (3) a Drug Free Workplace Policy; (4) drug screening requirements; and (5) a Tobacco Free Workplace Policy.

I voluntarily agree to abide by all Town policies if I am hired by the Town of Lake Park.

I further declare that if I am employed by the Town of Lake Park, and thus a recipient of public funds, that I affirm that I will support the Constitution of the United States and the State of Florida.

Applicant Full Name: ANDREW M. BARTON
(please print)

Andrew M. Barton — 1/22/15

Signature of Applicant — Date

Signature of Applicant's Parent or Legal Guardian (if applicant is a minor) — Date

The Town of Lake Park is an Equal Opportunity Employer.

RECEIVED
JAN 12 2015
BY: ...MC.....

Andrew M. Barton
1282 Weeping Rock Trail
Mesquite, Nevada 89034
andybarton1150@yahoo.com (702) 423-1864 (cell)

January 3, 2015

Ms. Bambi McKibbon-Turner, Director
Human Resources Department
Lake Park Town Hall
535 Park Avenue
Lake Park, Florida 33403

Dear Ms. McKibbon-Turner:

I wish to be considered for the position of Town Manager for the Town of Lake Park. I have work experience ideally suited to the position being advertised. I possess nearly twenty years of experience in local government senior management positions. Since April 2012, I have served as City Manager of Mesquite Nevada, a city with a seasonal population of 22,000 and a full-time population of 18,500. I manage a full-service city government with a staff of 200 employees and a $20 million dollar operating budget. Previously, I served as the Town Administrator for New Castle Colorado, a municipal government with a staff of 37 and a $5 million dollar operating budget in a western Colorado community of 4500. I also served as the City of Fernandina Beach (Florida) City Manager. Fernandina Beach was a full-service government, with a staff of 204 full-time employees and an operating budget of approximately $19.5 million, a total budget of $60 million, and three enterprise funds. My prior municipal experience was as Assistant to the Manager in Kirkland, Washington (population 45,000, 390 FTE's, $55 million operating budget), for more than eleven years. While in Kirkland, I also served in the capacities of Public Information Officer, Intergovernmental Relations Coordinator, Legislative Analyst, and Ombudsman.

I can offer the Town of Lake Park considerable well-rounded experience, having have held nearly every position in a City Manager's Office as my career progressed: Intern, Staff Assistant, Assistant to the City Manager, Deputy City Manager (briefly), Town Administrator, and currently, City Manager. As previously mentioned, I have Florida municipal experience in a waterfront community.

Here are some examples of my past and present duties:

- Working cooperatively with the business sector, particularly chambers of commerce, to encourage/enhance economic development and retention of existing businesses (Mesquite, New Castle, Fernandina Beach, and Kirkland)
- Managing the City's redevelopment authority and supervising municipal economic development efforts (Mesquite)
- Oversaw the construction of capital projects (wastewater and public works facilities in New Castle, a police station, a golf-course clubhouse and a marina in Fernandina Beach)
- Developing/administering the City's annual and capital budgets (Mesquite, New Castle, Fernandina Beach, and Kirkland)
- Negotiating contracts with City bargaining units (Mesquite and Fernandina Beach)
- Working cooperatively with developers, residents, and other stakeholders in the community, to promote growth while preserving quality-of-life (Mesquite, Kirkland, New Castle and Fernandina Beach)
- Oversaw an update of the Town's Comprehensive Plan (the first in 24-years, in New Castle).
- Serving as Public Information Officer (PIO), including editing and publishing the City's newsletter (Kirkland, and Fernandina Beach)
- Serving as chief legislative analyst for the City Council (New Castle, Fernandina Beach, and Kirkland)
- Serving as liaison to advisory boards, commissions, and community groups (New Castle, Fernandina Beach and Kirkland)
- Coordinating the City's neighborhood council meeting program (New Castle, Fernandina Beach and Kirkland)
- Managing, supervising, and motivating the City's Department Heads (Mesquite, New Castle and Fernandina Beach)
- Developing and implementing a City-wide office technology upgrade program (New Castle and Fernandina Beach)

I believe my interpersonal skills to be my best asset. I work closely and effectively with elected officials, citizen groups, neighborhood associations, City Department Heads, and staff. I am a results-oriented team builder, and I am skilled at motivating staff. I believe in and practice participatory management. In addition, I have had extensive experience in dealing with the media. I am also very familiar with the severe budget constraints affecting all municipalities and I know how to deliver services, and manage finances efficiently.

My writing and oral presentation skills are excellent and have been refined by years of preparing reports, agenda materials, and correspondence on virtually every topic relating to local government. I have represented my employers in regional and state meetings on a variety of topics. I consider myself to be an enthusiastic, energetic, and dedicated team player, and I am deeply committed to the provision of excellent municipal services and conservative fiscal management. I believe firmly in getting out of the office and making myself accessible to residents. To that end, I hold monthly community forums (in a different locale, each month) whereby residents can ask questions about municipal services and make suggestions on how to improve service delivery.

I believe that I have much to offer the Town of Lake Park and would very much appreciate the opportunity for an interview. Should I become a finalist, I will provide local references. My present salary is $115,000/yr. Thank you in advance for considering my application.

Sincerely,
Andy Barton
Andrew M. Barton

ANDREW M. BARTON
1282 Weeping Rock Trail
Mesquite, Nevada 89034
andybarton1150@yahoo.com Phone (702) 423-1846

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JAN 12 2015
BY: H.R.

SUMMARY OF QUALIFICATIONS

General Management: Innovative, results-oriented manager, with twenty years of senior management experience, gained primarily in full-service municipalities. Skilled in coordination of organizational efforts, including: goal setting, budgeting, employee motivation, labor relations, and human resources administration. Strong customer service ethic.

Finance: Proficient in the preparation and administration of organizational budgets and grants.

Communications: Outstanding interpersonal skills. Very strong oral and written communication skills. Effective in fostering cooperative relationships with citizens, staff, elected officials, and the media.

Planning: Comprehensive understanding of land use and community development issues, including building/zoning code enforcement. Proven track record in environmental stewardship.

Human Resources: Experience in recruiting, hiring, training and motivating staff.

EDUCATION

City University, Seattle, WA	MPA Public Policy
City University, Seattle, WA	MBA Management
University of South Florida, Tampa, FL	BA English (with honors)

Elected to Phi Kappa Phi National Academic Honor Society

PROFESSIONAL PUBLICATIONS

Barton, Andy. *Appoint an Ombudsman*, City News, March, 1998.

Barton, Andy. *Good Complaint Resolution = Good Government*, Public Management, May, 1997.

Barton, Andy. *Annexation by Informed Consent: The Kirkland, Washington Approach to Community Involvement*, Public Management, November, 1989.

Barton, Andy, and Lynn Stokesbary. *Kirkland's Harbortown Center*, The Syllabus, April/May 1987

PROFESSIONAL EXPERIENCE

City Manager 2012 to present City of Mesquite, NV

Manage municipal government with a staff of 200 in a full-service southern Nevada community north of Las Vegas. Responsible for administration of the City's $20 million dollar operating budget, which includes a wastewater enterprise, a redevelopment authority, and a municipal airport. Report to a five-member board, elected at-large from a community of 17,500 full-time residents, and 23,000 residents seasonally. Manage the following departments: Public Works, Finance, Human Services, Police, Fire, Leisure Services, City Clerk, Information Technology, Development Services, Economic Development, and a Redevelopment Authority.

Achievements: implemented a very popular monthly citizen forum program to improve communications with Mesquite residents; negotiated three collective bargaining agreements (Teamsters, Fire, and Police); initiated a strategic planning retreat and instituted a program to

Tax Officer 1983-1985 City of Bellevue, WA

Developed and implemented systems to increase tax revenues to City government. Analyzed efforts to enhance business compliance with City tax laws. Coordinated and administered a municipal tax relief program. Conducted feasibility studies for cost-effective methods of tax collection.

Achievements: Reduced total number of delinquent taxpayers by 15%. Increased business tax revenues to the City by 8%. Developed operating procedures for improved tax collection system.

Executive Director 1979-1980 Alaska Public Offices Commission, Anchorage, AK

Directed the operations of a state regulatory agency responsible for administration of campaign disclosure laws. Reported to state legislature on agency effectiveness. Developed and controlled agency budget. Revised and simplified agency operating procedures. Conducted Commission meetings and public hearings. Edited and published annual report.

Achievements: Increased agency funding by 25%. Implemented new regulations and policies to simplify disclosure laws. Developed budget tracking system.

PROFESSIONAL ORGANIZATIONS

International City/County Management Association

REFERENCES

Additional information furnished upon request.

Lyndon L. Bonner

TOWN OF LAKE PARK

An Equal Opportunity Employer

EMPLOYMENT APPLICATION FORM

Please type or print clearly. Do not use pencil. Do not revise or reformat this application form in any way.
A separate application form containing the applicant's original signature is required for each position. Applications will not be accepted by fax. Completed applications must be submitted to the Human Resources Department, Lake Park Town Hall, 535 Park Avenue, Lake Park, Florida 33403. Applications must be complete at the time they are submitted. Please answer each question or insert "N/A" if the question is not applicable. Applications are accepted only for advertised positions.

In accordance with the provisions of the **Americans with Disabilities Act**, please notify the Human Resources Department at 561-881-3310 in advance if you require special accommodations to participate in the employment application process.

1. Position Applied For: Town Manager
(*Please state the position applied for exactly as it has been advertised.*)

2. Is this position: ■ Full-time ☐ Part-time ☐ Temporary ☐ Intermittent (Seasonal)
(*Please check one of the above boxes.*)

3. How did you first learn about this position: The Florida League of Cities website ?

4. Applicant's Last Name: Bonner

5. Full First Name: Lyndon Middle Name: L.

6. Applicant's Home Address: 1320 South Daytona Aveune
(*Do not use a post office box.*)

City: Flagler Beach State: Florida Zip Code: 32136

Home Telephone No. (*with area code*): N/A Cell Phone No. (*with area code*): 352-209-2123

Email Address: lbonn@yahoo.com

7. Social Security Number: [redacted]
(*The Town of Lake Park requests your social security number for the purpose of conducting pre-employment background checks, pre-employment physical examinations and drug screens, employment benefits, and income reporting. Your social security number will be used solely for these purposes.*)

8. Have you ever worked for the Town of Lake Park? Yes ☐ No ■
If "yes", please provide position title(s), department(s), dates of employment, and reason for leaving:

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JAN 22 2015
BY:

9. Have you ever applied for a position with the Town of Lake Park before? Yes ☐ No ■
If "yes", please provide the position(s) for which you applied and the date of your application(s):

_____

_____

_____

10. Do you have any relatives currently employed by the Town of Lake Park? Yes ☐ No ■
If "yes", please print name, relationship to you and the Town department in which your relative works:

_____

11. May we contact your present employer? Yes ■ No ☐

12. Is there any reason that you would not be able to perform the responsibilities and tasks of the position for which you are applying? Yes ☐ No ■

13. Can you work evenings? Yes ■ No ☐

14. Can you work weekends? Yes ■ No ☐

15. Are you legally able to work in the United States? Yes ■ No ☐

16. Have you **EVER** been arrested, received a Notice to Appear, been charged, convicted, entered a plea of *nolo contendere* (no contest), entered a plea of guilty, been found guilty or had adjudication withheld in a criminal offense; or, are there any criminal charges now pending against you?

Yes ☐ No ■

If "yes", please describe the charge and the outcome of the charges (please be sure to respond thoroughly and accurately to this question. Failure to answer accurately and fully or failure to disclose requested details on this application form will be counted as an omission of relevant facts and will be grounds for disqualification from consideration or revocation of job offer if recommended for hire):

N / A

_____

_____

_____

17. Do you have a valid Florida (or out-of-state) driver's license? Yes ■ No ☐ If your answer is "yes", please provide your driver's license number below and the issuing state:
Driver's License Number: [redacted] Issuing State: Florida

18. Do you have a valid Florida Commercial Driver's License (CDL)?

Yes ■ No ☐

If "yes", indicate class below:

Class A ■ Class B ☐ Class C ☐ Class D ☐ Chauffeur's License ☐

Expiration Date: 04-06-22 Endorsements: Air / MC

[redacted]

Please provide your full name if different while attending school: Lyndon L. Bonner

High School or GED	
Full Name:	Date Graduated:
Address:	
City/State/Zip Code:	
College/University	
Full Name: The University of Florida	Date Graduated: May 1991
Address: Gainesville, Florida	Major: Management
City/State/Zip Code:	Degree: Bachelor of Science Business
	Administration (BSBA)
College/University	
Full Name: Webster University	Date Graduated: May 1999
Address: Saint Louis, Missouri	Major: Finance and Statistics
City/State/Zip Code:	Degree: Master of Business
	Administration (MBA)
Training/Vocational School	
Full Name:	Date Completed:
Address:	Licenses or Certifications:
City/State/Zip Code:	
NOTE: Please attach copies of degrees or certificates at the time of application.	

20. Please list all special skills, computer programs, office machines, equipment, tools, etc. that you are able to use:

I have professional level competency with Microsoft Office and the most common proprietary applications used by local government for payroll, finance, accounts payable, budget assembly, agenda preparation, code enforcement, permitting, etc..

21. Please list any trade or professional organizations to which you currently belong:

International City / County Managers Association, ICMA – Credential Manager
Florida Governmental Finance Officers Association, FGOFA

EMPLOYMENT HISTORY

Commencing with your most recent employer, including self-employment, part-time employment, and military service (if applicable), please list in reverse chronological order your COMPLETE employment history. Please attach an addendum if needed to complete this section. (NOTE: If you are supplementing your application with a resume, all of the following requested information must be provided in your resume.)

Name of Employer: Self per commitment	Starting Date: April 1, 2013
Address: 3431 SW 26 Place	Ending Date: Current
City/State: Ocala, Florida Zip Code: 34474	Final Salary: N / A
Telephone Number (with area code):	
Immediate Supervisor:	
Your Position Title: Contractor's Representative	

Duties and Responsibilities:

This work includes re-negotiating development agreements, plats and submitting Special Exceptions, Conditional Use and Variance applications for residential, NON-Profit and commercial developments.

Reason for Leaving:

This is a current and long-term commitment. The practice is a voluntary consultation / mediation service for Not-For Profit organizations providing individuals assistance obtaining transitional and long term housing solutions.

Name of Employer: City of North Miami Beach, Florida	Starting Date: March 29, 2011
Address: 17011 NE 19th Avenue	Ending Date:September 30, 2012
City/State: North Miami Beach Zip Code: 33162	Final Salary: $165,276
Telephone Number (with area code): 305-948-2900	
Immediate Supervisor: City Council	
Your Position Title: City Manager	

Duties and Responsibilities:

The City Manager is the Chief Executive Officer for the City and also serves as a Pension Board Trustee, the Executive Director of the Community Redevelopment Agency (CRA), Purchasing Agent and the City's Lead Negotiator for Collective Bargaining negotiations.

Reason for Leaving:

Third Employment Agreement in 18 months not renewed. Separation was mutual and amicable. Council Letters of Recommendation are included with resume.

22. EMPLOYMENT HISTORY (continued)

Name of Employer: Okeechobee County, Florida	Starting Date: April 2008
Address: 304 NW 2nd Street	Ending Date: February 2011
City/State: Okeechobee, Florida Zip Code: 34972	Final Salary: $134,744
Telephone Number (with area code): 863-763-6441	
Immediate Supervisor: Board of County Commissioners	
Your Position Title: County Administrator	

Duties and Responsibilities: I directly supervised Budget Preparation, Capital Improvements, the Road and Bridge Department, Airport, Industrial Park, Solid Waste Services, Fleet Operations, Emergency Management, Planning, Building and Code Compliance, the County's Civic Centers, Parks, Campground and Marinas and served as the Lead Negotiator / Contract Administrator to the County's Collective Bargaining Units.

Reason for Leaving:
Changes in the Commission's membership and priorities and to pursue opportunities in a more urban jurisdiction. (North Miami Beach, Florida)

Name of Employer: Sumter County, Florida	Starting Date: February 2007
Address: 209 North Florida Street	Ending Date: December 2007
City/State: Bushnell, Florida Zip Code: 33513	Final Salary: $93,420
Telephone Number (with area code): 352-793-0200	
Immediate Supervisor: County Administrator	
Your Position Title: Interim Assistant County Administrator	

Duties and Responsibilities:

Coordinated the activities and communications among assigned departments, including problem identification / resolution and completion of major Capital Improvement Projects.

Reason for Leaving: My assignment in Sumter County was a ten-month term, Contract for Services. This arrangement came about as a result of the County Administrator being called to active military duty and my being recruited to serve as the Assistant County Administrator until his return. Supervisors Letters of Recommendation available.

23. Please explain any gaps in your employment history:
Gaps between local government assignments have included family leave, continuing education, volunteer work and private sector employment, with family as my highest priority.

24. Have you ever been fired, removed or dismissed from any position at any time?

Yes ☐ No ■

If "yes", identify the employer and your job position, and explain why and include the date of the job action: _____

I hereby certify that all statements in this application are true and complete. I understand that any misrepresentation or omission of information by me shall serve as a basis for termination of my employment with the Town of Lake Park. I further understand that unless this application is completed in detail, it will not be considered.

I hereby give my consent to the Town of Lake Park to investigate and verify any information provided on this application form and successive documents completed for the purpose of employment consideration. I consent to have background checks, pre-employment physical examinations, drug testing, reference checks and any other necessary investigations undertaken to determine my suitability for employment.

I hereby authorize any representative of the Town of Lake Park, bearing this release, or copy hereof, to obtain any information in your files pertaining to my educational background, attendance, employment history and disciplinary records. I hereby release any person who provides personnel file or applicant information pertaining to me from all claims of liability that might otherwise result from such information. I hereby release the Town of Lake Park or its employees from any and all liability for damages resulting from reference checks, background checks associated with this application.

I am further aware and understand that the Town of Lake Park requires its employees to adhere to numerous policies, rules, regulations and procedures, including but not limited to: (1) fingerprinting of its employees upon application and employment; (2) Equal Employment Opportunity Policy; (3) a Drug Free Workplace Policy; (4) drug screening requirements; and (5) a Tobacco Free Workplace Policy.

I voluntarily agree to abide by all Town policies if I am hired by the Town of Lake Park.

I further declare that if I am employed by the Town of Lake Park, and thus a recipient of public funds, that I affirm that I will support the Constitution of the United States and the State of Florida.

Applicant Full Name: Lyndon L. Bonner
(please print)

Lyndon L. Bonner — January 21, 2015
Signature of Applicant — Date

N / A — _____
Signature of Applicant's Parent or Legal Guardian (if applicant is a minor) — Date

Webster University

School of Business and Technology

The University Board of Trustees, by virtue of the authority vested in it, and on recommendation of the University Faculty, has conferred on

Lyndon L. Bonner

the degree of

Master of Business Administration

with all the Rights and Privileges appertaining to that degree.

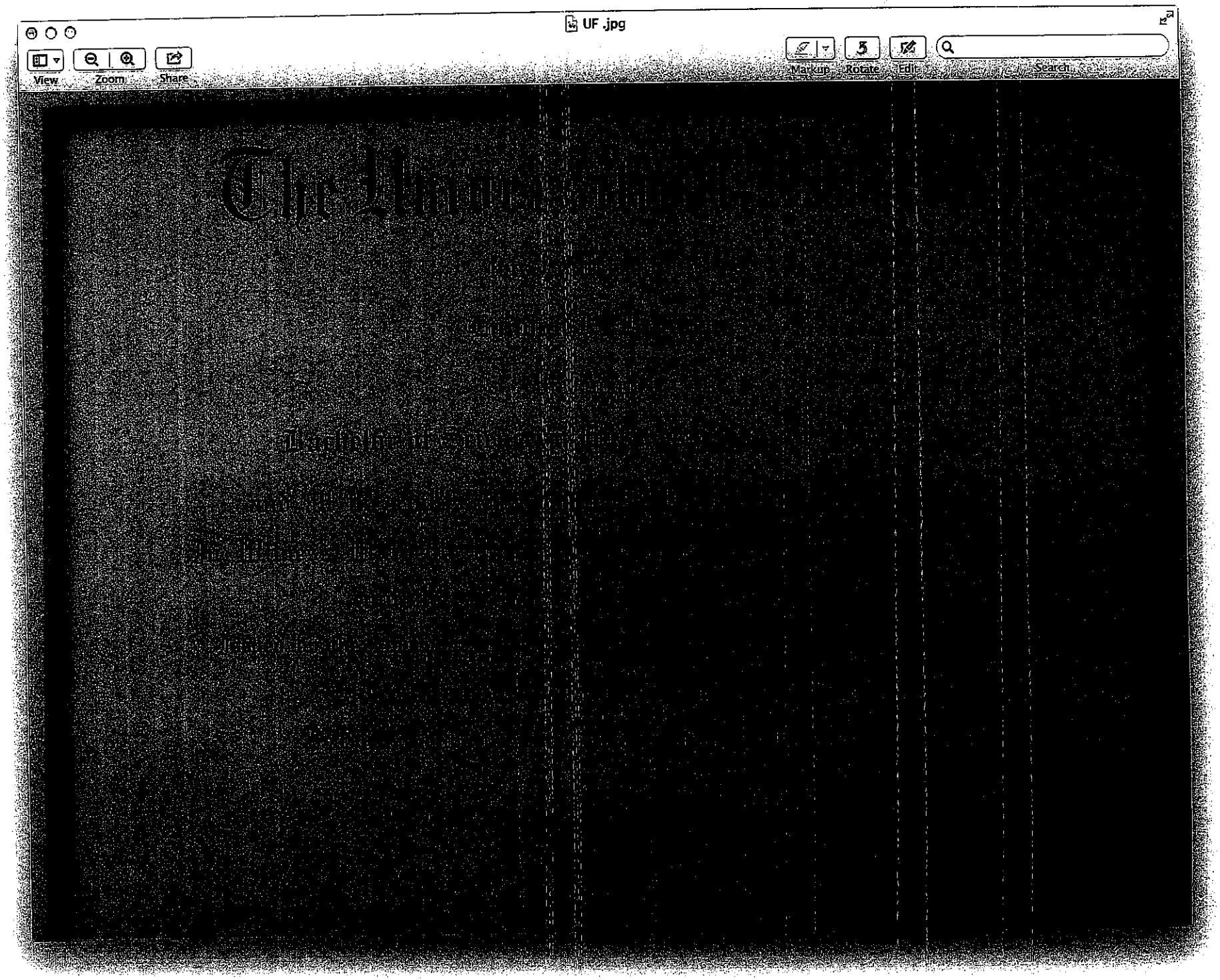
In testimony whereof we have subscribed our names and impressed the seal of the University on the diploma at Saint Louis, Missouri, May fifteenth, nineteen hundred and ninety-nine.

President

Executive Vice President

Chairman of the Board

Dean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January 14, 2015

Mrs. Bambi McKibbon-Turner M.S., HRM
Director Human Resource Department

Lake Park Town Hall
535 Park Avenue
Lake Park, Florida 33403

Thank you for taking the time to speak with me over the phone Wednesday. Enclosed is my Cover Letter, Resume and the City's Release / Information Form as requested in the Town Manager recruitment notice. The documents are intentionally loose-bound in a slipcover to facilitate duplication.

Upon receipt, please confirm these documents were received via my personal email lyndonbonner@gmail.com or my cell phone at 352-209-2123.

Thank you!

Lyndon L. Bonner

RECEIVED
JAN 16 2015
BY: HR

January 12, 2015

RECEIVED
JAN 16 2015
BY: ....NR.....

Mayor James DuBois
Vice Mayor Kimberly Glas-Castro
Commissioner Erin Flaherty
Commissioner Michael O'Rourke
Commissioner Kathleen Rapoza

Via: United States Postal Service
Re: Lake Park Town Manager

Honorable Mayor and Commissioners:

In accordance with the recruitment notice from the Town of Lake Park website, please accept this Cover Letter and in the attachments find my Résumé and the Town's Release / Information Form, that I submit for consideration in the selection of the Town Manager. In addition to the above, the attachments also include Letters of Recommendation and a list of Professional References.

The Résumé documents a career defined by the highest levels of integrity, leadership and achievement administering Florida local governments. I have extensive, professional level experience in public and the private sector(s) effectively responding to the organizational, financial, infrastructure and the developmental issues the Town of Lake Park will have to manage over the next 10 years.

Specific to the Lake Park Town Manager Position, I am an ICMA Credentialed Manager (CM) and my academic credentials and administrative experiences exceed the preferred attributes listed for the position. This includes over twenty years of successful and verifiable experiences leading local governments with final administrative authority over budgeting, finance, procurement, organizational development, performance assessment, labor relations, risk analysis, strategic planning, utilities, governmental relations and grant administration. I have also administered general aviation facilities, marinas, industrial parks, consulting services agreements, intergovernmental contracts, Community Redevelopment Agencies (CRAs) and served as a Pension Trustee and the Lead Negotiator / Contract Administrator for Collective Bargaining Units.

I have extensive, project management and contract administration experience with a history of delivering quality results and completing projects on time and within budget. Projects range from simple landscaping work costing a few thousand dollars to multi-million dollar capital improvements. This is direct oversight responsibility for design, permitting, construction / renovation of water, wastewater and stormwater collection, treatment / reclamation and disposal systems, public buildings, recreational areas, marinas, aviation facilities, sidewalks, roads, bridges, asbestos abatement projects and historical preservation.

I have positive working relationships with State of Florida and Federal Legislators as well as the Town's regulatory agencies, including the South Florida Water Management District, Treasure Coast Regional Planning Council, Florida Department of Transportation's District 4 and the Florida Department of Environmental Protection.

Without exception, the elected officials I have served report that I excel in keeping ALL the elected officials, equally and <u>well</u> informed and that I have an outstanding record of developing and maintaining high performing organizations.

Additionally, I have Florida Costal Emergency Management experience and a comprehensive knowledge in the roles, principals and methods of emergency management, ranging from the First Responder to the executive officer with the administrative responsibilities of initiating the enabling emergency legislation to formalizing final reimbursement, closeout documents. I possess advanced "Train the Trainer" Certification from Federal Emergency Management Administrations (FEMA) and have completed Florida Emergency Preparedness Association's (FEPA) Advanced Public Information Officer Training. My NIMS Training includes Certificates for 100A, 200A and 700A.

In preparing this submittal, I thoroughly reviewed the Town Charter, Code of Ordinances, Adopted 2014 - 2015 Annual Operating Budget and the City's 2011 through 2013 Comprehensive Annual Financial Reports. I also researched the "Pending Issues – December 2014" report and selected Commission Minutes from 2013 and 2014.

I am available for full-time service, in Lake Park within 5 days, upon receipt of a Commission authorized Employment Agreement. My annual base salary expectations are negotiable and will range from $110K to $145K depending upon the remaining terms and conditions of the Employment Agreement.

I am confident that my leadership skills, local government experiences and management style are an excellent fit to the existing and future needs of the elected officials, staff and the citizens of the Town of Lake Park.

If you have any questions or would like additional information, please contact me at your earliest convenience.

Sincerely,

Lyndon L. Bonner

1320 South Daytona Avenue
Flagler Beach, Florida 32136

Cell 352-209-2123

Mail Service:
3431 SW 26 Place
Ocala, Florida 34474

Lyndon L. Bonner, ICMA-CM
1320 South Daytona Avenue
Flagler Beach, Florida 32136

1. Administrative Overview:

I have over twenty years of successful Florida experience administering the full range of governmental operations and services with verifiable expertise in the areas of finance, sustainable budgeting, debt management, procurement, capital planning, organizational development, risk analysis, public safety, utility management, community planning, inter-governmental relations, grant acquisitions, labor relations and construction methods.

My career is a blend of municipal and county experiences that has imparted a valuable perspective and administrative approach that comes only from having served as both, a City Manager and County Administrator. Understanding and respecting the needs and requirements of both forms of government is key to Florida's local government future.

Major executive responsibilities include, annual General Fund and Enterprise Fund budgets exceeding $130 million dollars, $120 million Capital Improvements Plans, 400+ Full Time Employees (union and nonunion) and oversight of water utilities serving 180,000 customers. I also have extensive Florida coastal Emergency Management experience managing the preparations, response, mitigation and recovery from five designated Local State of Emergencies.

Successful economic initiatives I have been responsible include, funding agreements with Community Redevelopment Agencies, (CRA's), Special Tax Districts, (Incremental, MSTU/MSBUs), financing / constructing Capital Infrastructure, Tourism Development Councils (TDC), Enterprise Florida, Rural Areas of Critical Economic Concern (RACECs), Main Street and the Governor's Office of Tourism, Trade and Economic Development (OTTED). I have also successfully lobbied State and Federal legislators obtaining financial, technical and legislative support via Community Budget Issue Requests (CBIRs) and Special State and Federal Appropriations.

Administratively, I listen and appreciate the fact that differing perspectives often improves decision-making. I am not afraid to acknowledge someone else has a better solution. My leadership style is facilitative and participatory. I believed and work under the premise that leadership is a blend of elements, that is not always present in a superior command of facts or position of authority. I make informed decisions and accept the responsibility for my actions. I value reciprocal accountability and I provide for and expect managers to manage and be recognized and accountable for their work.

The management decisions I made over my public service career have withstood the test of time. Elected officials, citizens, staff and official documents from each jurisdiction I have served confirm that the financial strategies and the operational solutions I implemented produced the intended results and that I maintained the highest level of ethical professionalism representing local government.

In my opinion, the most significant contribution I have made to local government(s) have centered on increasing individual and organizational competencies. The accomplishments being made everyday by elected officials and staff I have had the privilege to serve is professionally motivating and personally very gratifying to witness.

2. Education:

College of Central Florida, Ocala, Florida.	AA & AS	Degree
University of Florida, Gainesville, Florida.	BSBA	Degree
Webster University, St. Louis, Missouri.	MBA	Degree

3. Professional Certifications:

Florida Notary Public	Commission Number	EE 205235
Florida County Court Mediator (Inactive)	Mediation	Certification
Advanced Public Information Official (FEPA)	Emergency Management	Certification
Emergency Coordinators "Train the Trainer" (FEMA)	Emergency Management	Certification
International City and County Managers Association	Credentialed Manager	Certification

4. Professional Affiliations:

Florida League of Cities	Past Finance and Taxation Committee
American Public Works Association	Municipal Member
Florida Planning and Zoning Association	Past Regional Representative
Florida Emergency Preparedness Association	Member
Florida Governmental Finance Officers Association	Member
International City and County Managers Association	Member

5. Current Engagement:

Title: Investment Board and Contractor's Representative
Final Salary: Contracted Services Agreement
Dates: April 1, 2013 – Current
Employer: Self

Responsibilities:
Private Land Use Consultant and Contracts Administrator responsible for the preparation of annexations agreements, land use amendments, re-zonings and permit modifications. I prepare financial analysis, concurrency statements, application documents and presentations materials, necessary for land use changes and environmental / construction permitting. This work includes re-negotiating development agreements, plats and submitting Special Exceptions, Conditional Use and Variance applications for residential, NON-Profit and commercial developments.

6. Local Governmental Administrative Experience:

Title: City Manager
Final Salary: $165,276 Deferred Compensation: Employer's Normal Cost Contribution Rates
Dates: March 29, 2011 – September 30, 2012
Employer: City of North Miami Beach, Florida – City Council
Population: 41,523 Residents, 2.5 million Metro Area and 180,000 Municipal Utility Customers
Employees: 422 Full Time Employees
Budget: $111 Million FY 2012-2013, $121 Million FY 2010-2011
Contact: Mrs. Audrey Hinds, Human Resource Department, 17011 NE 19th Avenue
North Miami Beach, Florida 33162 Phone: 305-948-2900

6. Local Governmental Administrative Experience: North Miami Beach, FL. **(Continued)**

Responsibilities:
The City North Miami Beach is a full service municipal government delivering services via five divisions, General Administration, Public Services, Police, Leisure Services and Finance / Budget. The City Manager also serves as a Pension Board Trustee, the Executive Director of the Community Redevelopment Agency (CRA), Chief Purchasing Agent and the City's Lead Negotiator for Collective Bargaining negotiations. (Mayor and Council's references available)

Major Accomplishments:
1. Increased the General Fund's Unrestricted Reserve Fund Balance by $2.9 million.
2. Restored the Enterprise Construction Reserves from negative ($4) million to a positive $7 million.
3. Adjusted General Fund operations and expenditures to over come the Revenue short fall of $7.5 million dollars in 2011-2012 Budget. (CAFR documentation available.)
4. Developed and implemented organization's first financial and operational performance measures.

Title:	County Administrator
Dates:	April 2008 – February 2011
Employer:	Okeechobee County, Florida - Board of County Commissioners
Population:	39,836
Employees:	418 (Down 47 Full-Time positions from 2008)
Budget:	$121 Million FY 2007-2008, $89.7 Million FY 2010-2011.
Contact:	Mrs. Kim Hopkins, Human Resources Director
	304 NW 2nd Street
	Okeechobee, Florida 34972 Phone 863-763-6441

Responsibilities:
In addition to the requirements of Chapter 125 of the Florida Statues and the Okeechobee County Code of Ordinances, I directly supervised Budget Preparation, Capital Improvements, the Road and Bridge Department, Airport, Industrial Park, Solid Waste Services, Fleet Management, Emergency Management, Planning, Building and Code Compliance and the County's Civic Centers, Parks, Campground and Marinas. I was also responsible for supervising the work of external consulting engineers, legal counsel and grant consultants. I served as the Lead Negotiator in all matters dealing with the County's Collective Bargaining Units that included the International Association Fire Fighters and International Brotherhood Operating Engineers. (Commissioners references available.)

Major Accomplishments:
1. Secured funding and completed over $7.5 million for Building - Capital Building Projects including the complete restoration of the Historic Okeechobee County Court House and construction of a new 911 Emergency Operations Center, BOTH on time and within budget.
2. Increased Operational Reserves and maintained services and service levels while experiencing a 25% decrease in revenues.
3. Administered Specialty Grant Funded Capital Improvement Projects, including a $4.4 million airport / runway rehabilitation project, $2 million dollars in storm water management projects and affordable housing units, $1.3 million emergency bridge rehabilitation and $2.7 million dollar Florida Department of Transportation - Local Agency Projects (LAP) funding.
4. Administered the response / restoration operations of two State Declarations of Local Emergency and negotiated Final Closed-Out of FEMA Claims resulting from the 2004 Hurricane Season.

6. Local Governmental Administrative Experience: **(Continued)**

Title: Interim Assistant County Administrator / Special Projects Manager
Dates: February 2007 - December 2007
Employer: Sumter County, Florida - Board of County Commissioners
Population: 93,420
Employees: 437
Budget: $ 134 Million
Contact: Mrs. Kitty Fields, County Human Resource Director
209 North Florida Street
Bushnell, Florida 33513 Phone 352-793-0200

Responsibilities:
Coordinated the activities and communications among assigned departments, including problem identification / resolution and completion of major Capital Improvement Projects. Provide administrative assistance to the Board, County Administrators and Staff. The position's responsibilities included that of the Assistant Budget Officer, responsible for coordinating the budget process, analyzing budgetary actions and supervising the preparation of the county budgets. My major contributions to the 2007-2008 Sumter County budgets were related to implementation Capital Improvement and completing several Special Projects that has been delayed by personnel changes.

My assignment in Sumter County was a ten-month term, Contract for Services. This arrangement came about as a result of the newly appointed County Administrator being called to active military duty and my being recruited to serve as Assistant County Administrator until his return. (Supervisors references available.)

Major Accomplishments:
1. Direct and final administrative oversight responsibilities for the work of consulting engineers, contractors, compliance officials, site inspections and payment disbursements for Sumter County's portion of the Lake Panasoffkee restoration project. At the time this was the largest fresh water lake restoration effort in the United States. I also Supervised the re-permitting, completion and compliance certifications of the Sumter County Fair Grounds Exposition Center.
2. Coordinated and expedited the Emergency Permitting Review / Fee Waiver Authorizations for emergency repairs and restorations during the 2004 Federal Disaster Declaration. (An F3 tornado that killed 8 and severely injured 25 peopled, destroying 301 and damaging another 1100 homes.)
3. Responsible for the work plan to resolve the emergency weather notification failures. I negotiated the equipment purchase, Tower Leases, the geo-technical and transmitting analysis and obtained the Permitting from State and Federal regulatory agencies. This work was completed on schedule, under budget and according to officials at the Nation Weather Service was completed in the shortest time frame in the agency's history.

Title: City Manager
Dates: May 2002 - May 2006
Employer: City of Bunnell, Florida - City Commission
Contact: Mayor Catherine Robinson
P.O. 756, Bunnell, Florida 32110 Phone 386-437-7500

Responsibilities:
By Charter, the City Manager is the Chief Executive Officer of the City, responsible for all the administrative and operational functions of the City. (Mayor and Commissioners references available.)

6. Local Governmental Administrative Experience: City of Bunnell, Florida **(Continued)**

Major Accomplishments:

1. Prepared the Department of Environmental Protection (FDEP) grant and State Revolving Fund (SRF) loan documents for the $1.2 million dollar renovation of the City's Water System.
2. Secured $5.2 million grant and loan commitments and administered the renovation and capacity building project at the City's Wastewater Treatment Plant and collection system rehabilitation.
3. Negotiated an Asset Management Agreement to provide the Florida Department of Transportation road, bridge and right-of-way maintenance services in Flagler and parts of Volusia County. This led to the implementation of a new Enterprise Fund in the formation of Bunnell Maintenance Services (BMS) and netted the City an additional $800K revenue annually.
4. Administered three declared Local State of Emergency and the associated FEMA Reimbursement Claims for city buildings, road repair, drainage facilities and wastewater plant during 2004 Hurricane Season.
5. Prepared successful $500K Natural Resources Conservation Services (NRCS) Grant submittal to clean, re-grade the City's open drainage canals, attenuation and retention areas.
6. Initiated and led an aggressive annexation campaign that resulted in the incorporation of over 87,000 acres into the City. I prepared the Concurrency Analysis, negotiated the Annexation Agreement(s) and submitted the successful Comprehensive Plan and Land Use Amendments plans to all Local and State regulatory agencies. The result is that the City of Bunnell well positioned for the future as the 2rd largest city by "land mass" in the State of Florida.

Title:	Director of Public Services
Dates:	December 1998 - July 2001
Employer:	City of Dunnellon, Florida - City Council
Population:	1,951 (47,000 + within City's Utility Service Area)
Employees:	5 Department Heads and 16 full time employees.
Contact:	Human Resources
	20275 River Drive, Dunnellon, Florida 34431 Phone: 352-465-8500

Responsibilities:

The position of Director of Public Services was a highly responsible position that supervised the administrative and operational functions of the City's Water & Wastewater Utilities, Road & Streets, City Garage, Community Development, Building Inspections, Grant Development, Comprehensive Planning, Code Enforcement, Planning and Zoning, Facility Management, Parks and Recreation, Animal Control, Emergency Management and the Solid Waste Collection / Recycling Programs. (Mayor and Commissioner's references available)

Major Accomplishments:

1. Authored the City's Department of Environmental Protection's (DEP) Small Disadvantaged Community Wastewater Grant. Initially authorized for $9.3 million, the total Grant commitment exceeded $13 million dollars. This remains the DEP's largest, most comprehensive Small Disadvantaged Community Wastewater Grant awarded.
2. Resolved a 24 citation Compliance Order on the City's Wastewater Treatment Plant from the Florida Department of Environmental Protection. Concluded with no penalties being assessed and receipt of a letter from the DEP Compliance Section commending the City for making the WWTP a model of compliance within four months.
3. Negotiated the City's largest annexations and associated Developer Agreements, Utility Extensions, Concurrency Analysis, Comprehensive Plan and Land Development Regulations Amendments.

6. Local Governmental Administrative Experience: **(Continued)**

Titles:	Senior Planner, Zoning Code Official and Emergency Management Coordinator
Dates:	November 1993 - November 1998
Employer:	City of Wildwood, Florida - City Commission
Population:	3,598
Employees:	4 Departmental. 9 Project Team
Contact:	Human Resources
	100 North Main Street, Wildwood, Florida 34785 Phone: 352-303-1332

Responsibilities:
Supervised all the work related to Permitting, Comprehensive Planning and Land Use administration including, site plan reviews, environmental and developmental permitting, annexation, plats and Concurrency Determinations. Provided Special Projects financial analysis and construction review / inspections. Also served as Emergency Management Coordinator and City's grant writer.
(Mayor and Commissioner's references available)

Accomplishments:
1. Completed technical analysis for City's $5 million dollar Utility Facility Analysis Plan.
2. Project Coordinator responsible for the work necessary for the design, financing, permitting and construction of a regional water and wastewater utility. This work consisted of constructing three, potable water wells, 20 miles of transmission mains, renovation of a wastewater treatment plant doubling capacity and modifying treatment process to FDEP's Public Access / Re-Use effluent treatment standards.
3. Developed the Wildwood Senior Emergency Response Team, (WSERT). Pronounced "wizard" this program was awarded the Claude Pepper Award for Outstanding Senior Program in Florida.
4. Appointed to the Governor's Interstate 75 / Florida Turnpike Corridor Council and the Corridor Council's Technical Advisory Committee.
5. Developed submittal / schedules that secured over $2 million dollars in grant funds for Land and Capital Improvements.

7. Personal:

I am married to Pamela Lynne Bonner. Pam is a career law enforcement professional and we are blessed with a 10-year-old son, John Christopher. We volunteer in the public schools Special Events Programs and are active in Boy Scouts.

I enjoy excellent health and am an avid outdoorsman. My hobby interests include music, woodworking, power and sail boating, motorcycling, photography, biking, hiking, canoeing, camping, GeoCaching, kite flying and GM performance engine building.

Lyndon L. Bonner

City of North Miami Beach, Florida

MAYOR GEORGE VALLEJO

September 10, 2012

To Whom it may concern:

I would like to recommend Lyndon Bonner as a candidate for your open City Manager position. For the past 18 months, he has served as our City Manager, which is a charter officer here in North Miami Beach.

During his tenure, Lyndon oversaw a budget of approximately $100,000,000 covering all of our city's operations, including the three enterprise businesses we operate: the water utility, the sewer utility and the sanitation utility. I have found him to have an incredibly deep well of experience in municipal operations, especially as they translate into the financial budgets.

He is extremely focused and thorough on the tasks he is assigned by the Council. I have found him to be a person of unwavering integrity and who follows the ICMA Code of Ethics to the letter. As an example, he has made it a point to act only at the direction of the Council as a whole, pursuant to our Charter.

Lyndon was brought in with orders to tackle a very challenging situation in our City. Our finances were a mess, our reserves had been depleted and political influence abounded in the upper reaches of the administration. He made many difficult and sometimes politically unpopular decisions. However, he did right the ship, get us back on a sustainable course and stop much of the outside influence on the administration.

In the final analysis, if you are looking for a manager who knows the right call and the backbone to make it happen, I strongly recommend Lyndon. If I may provide any further assistance, please feel free to call me at my cell 786-208-5626.

Sincerely,

George Vallejo
Mayor

17011 N.E. 19th. Ave • North Miami Beach, FL 33162-3111 • (305) 948-2986 • Fax: (305) 787-6036 • www.citynmb.com

City of North Miami Beach, Florida
COUNCILWOMAN MARLEN MARTELL

August 23, 2012

To whom it may concern,

It gives me great pleasure to write a recommendation letter for Mr. Lyndon Bonner. Mr. Bonner was appointed as City Manager to the City of North Miami Beach at the beginning of 2011. Shortly, thereafter, I became an elected official. It was after that point that I had the opportunity to engage in conversations that would change the path of our city.

Mr. Bonner understood the needs of the community and developed a comprehensive financial plan that continues to be the building blocks for our city. He has left us with a roadmap that will be followed in years to come. Mr. Bonner is very well versed in administrative issues and has proven to have experience in all levels of departmental management.

He is extremely intelligent and his financial ability is unsurpassed. I believe he is a huge contributor to any city and wish him the very best in his endeavors. I believe and trust that any city that hires him will be providing their citizens with an outstanding administrator.

Sincerely,

Marlen Martell
Councilwoman

City of North Miami Beach, Florida

COUNCILMAN PHILIPPE DEROSE

August 30, 2012,

To whom it may concern:

It is with great pleasure that I write this letter of recommendation on behalf of Mr. Lyndon L. Bonner. I have known and worked closely with Mr. Bonner for approximately 2 years. He has always impressed me by his intelligence and his motivation which is evidenced in his accomplishments and contributions while working in Government agencies.

Mr. Bonner is an outstanding professional, a good communicator, and a very committed and responsible individual. Beyond his professional credentials, he is also a wonderful gentleman, very congenial, and easy going. He is self motivated and adheres to the highest standards of honesty and integrity.

I believe that your organization will benefit tremendously from the presence of such a talented and brilliant individual. I am very enthusiastic about his application and give him my highest recommendation.

I know Mr. Bonner will prove to be an asset in any position for which he is qualified. If you have any questions, please feel free to contact me at (305) 582-3246.

Sincerely,

Philippe Derose
Councilman

17011 N.E. 19th Avenue • North Miami Beach, Florida 33162-3100 • (305) 948-2986 • FAX (305) 787-6036

Board of County Commissioners
Sumter County, Florida

910 N. Main Street, Room 201 • Bushnell, FL 33513-6146 • Phone (352) 793-0200 • FAX: (352) 793-0207
SunCom: 665-0200 • Website http://sumtercountyfl.gov

November 9, 2007

To Whom It May Concern:

Mr. Lyndon Bonner was hired to serve in the capacity of Assistant County Administrator to support the Interim County Administrator, Sandra Howell, during my deployment to Afghanistan.

Upon my return Mr. Bonner was shifted to Special Projects then to the Interim Assistant Community Service Director for the sole reason of funding and the location of the majority of the projects managed by him.

Mr. Bonner was assigned the most challenging projects some of which were either involved in pending litigation, life safety code issues, or simply budgetary and timing limitations.

In each of the projects: weather alert radio antenna, agricultural center kitchen completion and life safety code updates, government office building renovation completion and pending litigation, hazard mitigation grant preparation, and the largest of the projects – the Lake Panasoffkee Canal Cleanout Project, Mr. Bonner demonstrated an extreme attention to detail and coordination, strong dedication to complete the projects within the guidelines and budgets, and a very caring team player.

Mr. Bonner continues to exhibit a "can do" attitude which is paramount in any organization.

Given any similar project or situation, I certainly recommend Mr. Bonner to accomplish the task.

Sincerely,

Bradley Arnold

Richard "Dick" Hoffman, Dist 1
Vice Chairman
(352) 753-1592 or 793-0200
910 N. Main Street
Bushnell, FL 33513

Doug Gilpin, Dist 2
(352) 793-0200
910 N. Main Street
Bushnell, FL 33513

Michael E. Francis, Dist 3
Chairman
(352) 753-1592 or 793-0200
910 N. Main Street
Bushnell, FL 33513

Garry Breeden, Dist 4
(352) 793-0200
910 N. Main Street
Bushnell, FL 33513

Randy Mask, Dist 5
Office: (352) 793-0200
Home: (352) 793-3930
910 N. Main Street
Bushnell, FL 33513

Bradley S. Arnold,
County Administrator
(352) 793-0200
910 N. Main Street
Bushnell, FL 33513-6146

Gloria R. Hayward, Clerk & Auditor
(352) 793-0215
209 North Florida Street
Bushnell, FL 33513

Randall N. Thornton
County Attorney
(352) 793-4040 P.O. Box 58
Lake Panasoffkee, FL 33538

Board of County Commissioners
Sumter County, Florida

910 N. Main Street, Room 201 • Bushnell, FL 33513-6146 • Phone (352) 793-0200 • FAX: (352) 793-0207
SunCom: 665-0200 • Website http://sumtercountyfl.gov

September 21, 2007

TO WHOM IT MAY CONCERN

Re: Employment of Lyndon Bonner

Lyndon Bonner was hired in February 2007 as "Interim" Assistant County Administrator for Sumter County. The Sumter County Administrator was serving active military duty after being employed only six months. My regular job was Assistant County Administrator, and I was serving as "Interim" County Administrator.

Lyndon came to Sumter County at a very challenging time. The first "Interim" Assistant County Administrator retired, the second did not work out. I needed someone with enough overall knowledge that could assist me with a variety of projects and daily concerns.

Lyndon integrated very easily into our organization. I found him to be very knowledgeable in the operation of government. I had several old projects that needed to be completed along with a couple of new projects. Lyndon was assigned an agricultural building kitchen to finish, managing of contractual conflicts and close-out of renovations of a large building the county owns. The new projects consisted of the Lake Panasoffkee canal dredging contract and a weather alert radio system for Sumter County. After the February 2, 2007 tornado, we realized the weather alert coverage for Sumter County was non-existent to poor. Through efforts of many, but coordinated by Lyndon, we now have a weather alert system that was approved and installed in record time.

Richard "Dick" Hoffman, Dist 1
Vice Chairman
(352) 753-1592 or 793-0200
910 N. Main Street
Bushnell, FL 33513

Doug Gilpin, Dist 2
(352) 793-0200
910 N. Main Street
Bushnell, FL 33513

Michael E. Francis, Dist 3
Chairman
(352) 753-1592 or 793-0200
910 N. Main Street
Bushnell, FL 33513

Gerry Breeden, Dist 4
(352) 793-0200
910 N. Main Street
Bushnell, FL 33513

Randy Mask, Dist 5
Office: (352) 793-0200
Home: (352) 793-3930
910 N. Main Street
Bushnell, FL 33513

Bradley S. Arnold,
County Administrator
(352) 793-0200
910 N. Main Street
Bushnell, FL 33513-6146

Gloria R. Hayward, Clerk & Auditor
(352) 793-0215
209 North Florida Street
Bushnell, FL 33513

Randall N. Thornton
County Attorney
(352) 793-4040 P.O. Box 58
Lake Panasoffkee, FL 33538

Our County Administrator returned in June 2007. At that time, I returned to my position as Assistant County Administrator. Lyndon was moved into a position named "Special Projects Manager" and reported to the Director of Community Services. Effective October 1, his title will again change to Interim Assistant Community Services Director where he will serve until the end date of his contract.

While all the shuffling is quite confusing to read, my desire in this documentation is to express Lyndon's versatility in county government, his attention to detail, and his ability to manage complex and controversial tasks. He is quick to remember our mission in serving citizens and approaches his assignments in that manner. Lyndon has been an asset to Sumter County.

Sincerely,

Sandra Howell

Sandra Howell
Assistant County Administrator

Professional References:

Mr. David Ellspermann, Marion County Clerk of Court	Telephone 352-671-5604
Mrs. Shairi Kamali Assistant City Manager, City of South Miami, Florida	Telephone (305) 778-7700
Mr. Mac Serda, Assistant City Manager 7011 NE 19 Avenue, North Miami Beach, Florida 33162	Telephone (305) 525-5505
Ms. Jennet Smith, (Former)Director of Finance and Budget 7011 NE 19 Avenue, North Miami Beach, Florida 33162	Telephone (305) 395-8761
Mr. Neil Fairman, President, The Plaza Group 3101 South Ocean Drive, Suite A-1 Hollywood, Florida, 33019	Telephone 954-630-8880
Mr. Reynolds Allen, Allen, Norton and Blue 324 S. Hyde Park Avenue, Suite 225, Tampa, Florida 33606	Telephone 813-251-1210

Warren P. Brown

TOWN OF LAKE PARK

An Equal Opportunity Employer

EMPLOYMENT APPLICATION FORM

Please type or print clearly. Do not use pencil. Do not revise or reformat this application form in any way. A separate application form containing the applicant's original signature is required for each position. Applications will not be accepted by fax. Completed applications must be submitted **by the applicant directly to the Human Resources Department,** Lake Park Town Hall, 535 Park Avenue, Lake Park, Florida 33403. Applications must be complete at the time they are submitted. Please answer each question or insert "N/A" if the question is not applicable. Applications are accepted only for advertised positions.

In accordance with the provisions of the **Americans with Disabilities Act**, please notify the Human Resources Department at 561-881-3310 in advance if you require special accommodations to participate in the employment application process.

1. Position Applied For: TOWN MANAGER
   (*Please state the position applied for exactly as it has been advertised.*)

2. Is this position: ☑ Full-time ☐ Part-time ☐ Temporary ☐ Intermittent (Seasonal)
   (*Please check one of the above boxes.*)

3. How did you first learn about this position: EMPLOYMENT WEBSITE ?

4. Applicant's Last Name: BROWN

5. Full First Name: WARREN Middle Name: PAUL

6. Applicant's Home Address: 153 LYNBER LN.
   (*Do not use a post office box.*)

   City: CLYDE State: OH Zip Code: 43410

   Home Telephone No. (*with area code*): 419.547.3007 Cell Phone No. (*with area code*): 419.463.7802

   Email Address: wbrown71439@woh.rr.com

7. Social Security Number: [redacted]
   (*The Town of Lake Park requests your social security number for the purpose of conducting pre-employment background checks, pre-employment physical examinations and drug screens, employment benefits, and income reporting. Your social security number will be used solely for these purposes.*)

8. Have you ever worked for the Town of Lake Park? Yes ☐ No ☑
   If "yes", please provide position title(s), department(s), dates of employment, and reason for leaving:

RECEIVED
JAN 21 2015
BY: .....

Town Employment Application Form
Revised 12/17/2014
Previous editions obsolete

9. Have you ever applied for a position with the Town of Lake Park before? Yes ☐ No ☑
If "yes", please provide the position(s) for which you applied and the date of your application(s):

_____
_____
_____

10. Do you have any relatives currently employed by the Town of Lake Park? Yes ☐ No ☑
If "yes", please print name, relationship to you and the Town department in which your relative works:

_____

11. May we contact your present employer? Yes ☑ No ☐

12. Is there any reason that you would not be able to perform the responsibilities and tasks of the position for which you are applying? Yes ☑ No ☐

13. Can you work evenings? Yes ☑ No ☐

14. Can you work weekends? Yes ☑ No ☐

15. Are you legally able to work in the United States? Yes ☑ No ☐

16. Have you **EVER** been arrested, received a Notice to Appear, been charged, convicted, entered a plea of *nolo contendere* (no contest), entered a plea of guilty, been found guilty or had adjudication withheld in a criminal offense; or, are there any criminal charges now pending against you?

Yes ☐ No ☑

If "yes", please describe the charge and the outcome of the charges (please be sure to respond thoroughly and accurately to this question. Failure to answer accurately and fully or failure to disclose requested details on this application form will be counted as an omission of relevant facts and will be grounds for disqualification from consideration or revocation of job offer if recommended for hire):

_____
_____
_____
_____

17. Do you have a valid Florida (or out-of-state) driver's license? Yes ☑ No ☐ If your answer is "yes", please provide your driver's license number below and the issuing state:
Driver's License Number: [redacted] Issuing State: OHIO

18. Do you have a valid Florida Commercial Driver's License (CDL)?

Yes ☐ No ☑

If "yes", indicate class below:

Class A ☐ Class B ☐ Class C ☐ Class D ☐ Chauffeur's License ☐
Expiration Date: _____ Endorsements: _____

19. EDUCATION AND TRAINING HISTORY

Please provide your full name if different while attending school: _____

High School or GED	
Full Name: PLEASANTVILLE HS	Date Graduated: JUNE 1974
Address: 701 MILL RD.	
City/State/Zip Code: PLEASANTVILLE, NJ 08232	
College/University	
Full Name: ASBURY COLLEGE	Date Graduated: JUNE 1978
Address: 1 MACKLEM DR.	Major: EDUCATIONAL/PHYS. ED/RECREATION/SPANISH
City/State/Zip Code: WILMORE, KY 40390	Degree: B.A.
College/University	
Full Name:	Date Graduated:
Address:	Major:
City/State/Zip Code:	Degree:
Training/Vocational School	
Full Name:	Date Completed:
Address:	Licenses or Certifications:
City/State/Zip Code:	
NOTE: Please attach copies of degrees or certificates at the time of application.	COLLEGE ATTACHED - NO LONGER HAVE H.S.

20. Please list all special skills, computer programs, office machines, equipment, tools, etc. that you are able to use:

LAW ENFORCEMENT/CORRECTIONS, NIMS/FEMA, MOST MS OFFICE SUITE OF PRODUCTS, USE OF ALL HAND TOOLS

21. Please list any trade or professional organizations to which you currently belong:

NAT'L ASSOC. COUNTY ADMINISTRATORS, OHIO COUNTY ADMIN. ASSOC., OHIO MUNICIPAL CLERKS ASSOC., SANDUSKY COUNTY TOWNSHIP ASSOC.

22. EMPLOYMENT HISTORY

Commencing with your most recent employer, including self-employment, part-time employment, and military service (if applicable), please list in reverse chronological order your COMPLETE employment history. Please attach an addendum if needed to complete this section. (NOTE: If you are supplementing your application with a resume, all of the following requested information must be provided in your resume.)

Name of Employer: SANDUSKY CO. COMMISSIONERS	Starting Date: JAN 2010
Address: 622 CROGHAN ST.	Ending Date: PRESENT
City/State: FREMONT OH Zip Code: 43420	Final Salary: $88K plus
Telephone Number (with area code): 419 334. 6100	
Your Immediate Supervisor: DAN POLTER	
Your Position Title: COUNTY ADMINISTRATOR	
Duties and Responsibilities: OPERATE AS CEO OVERSEEING NUMEROUS OPERATIONS OF THE COUNTY, 18 DIRECT REPORTS, 30-50 INDIRECT REPORTS, 600 FTE'S ACROSS THE COUNTY, BUDGET RESPONSIBILITIES, PIO, FOIA	
Reason for Leaving: N/A	

Name of Employer: SANDUSKY CO CLERK OF COURTS	Starting Date: JAN 2001
Address: 100 N PARK AVE	Ending Date: DEC 2009
City/State: FREMONT, OH Zip Code: 43420	Final Salary: $72 K
Telephone Number (with area code): 419. 334. 6161	
Your Immediate Supervisor: SELF / TAXPAYERS	
Your Position Title: CLERK OF COURTS (ELECTED)	
Duties and Responsibilities: DIRECTED OPERATIONS OF FOUR FELONY & MISDEMEANOR COURTS, 20-30 STAFF, RECORD RETENTION FOR ALL COURTS, MOTOR VEHICLE TITLING AGENCY	
Reason for Leaving: APPOINTED AS COUNTY ADMINISTRATOR	

22. EMPLOYMENT HISTORY (continued)

Name of Employer: FREMONT MUNICIPAL COURT	Starting Date: SPRING '95 or '96
Address: 323 S. FRONT ST.	Ending Date: DEC 2000
City/State: FREMONT, OH Zip Code: 43420	Final Salary: $35-38K
Telephone Number (with area code): 419. 332. 1579	
Your Immediate Supervisor: MICHAEL BURNETT (RETIRED)	
Your Position Title: CHIEF BAILIFF / PROBATION OFFICER	
Duties and Responsibilities: COURT SECURITY, SUPERVISION OF CRIMINAL OFFENDERS, PRESENTENCE INVESTIGATIONS, GRANT WRITING, COURT PAPER SERVICE	
Reason for Leaving: ELECTED TO OFFICE	

Name of Employer: SANDUSKY CO. COURT OF COMMON PLEAS	Starting Date: SPRING '88
Address: 100 N. PARK AVE	Ending Date: SPRING '95 or '96
City/State: FREMONT, OH Zip Code: 43420	Final Salary: $30-35K
Telephone Number (with area code): 419. 334. 6169	
Your Immediate Supervisor: HARRY SARGEANT (RETIRED)	
Your Position Title: CHIEF PROBATION OFFICER	
Duties and Responsibilities: SUPERVISION OF ADULT OFFENDERS, SUPERVISION OF CRIMINAL OFFENDERS, PRESENTENCE INVESTIGATIONS, DOMESTIC RELATIONS INVESTIGATIONS, COURT SECURITY, GRANT WRITING	
Reason for Leaving: LATERAL MOVE FOR BETTER PAY	

23. Please explain any gaps in your employment history:

24. Have you ever been fired, removed or dismissed from any position at any time?

Yes ☐ No ☐

If "yes", identify the employer and your job position, and explain why and include the date of the job action:

22. EMPLOYMENT HISTORY (continued)

Name of Employer: SANDUSKY CO. SHERIFF OFFICE	Starting Date: SPRING '85
Address: 2323 COUNTRYSIDE DR.	Ending Date: SPRING '88
City/State: FREMONT, OH Zip Code: 43420	Final Salary: $ 25K - 30K
Telephone Number (with area code): 419.334.6231	
Your Immediate Supervisor: DAVE GANGNER (DECEASED)	
Your Position Title: CHIEF CORRECTIONS OFFICER	
Duties and Responsibilities: AS SERGEANT OF THE JAIL OVERSAW ADD'TL CORRECTIONS STAFF, CARE CUSTODY & CONTROL OF UP TO 77 INCARCERATED PERSONS	
Reason for Leaving: APPOINTED AS CHIEF PROBATION OFFICER	

Name of Employer:	Starting Date:
Address:	Ending Date:
City/State: Zip Code:	Final Salary:
Telephone Number (with area code):	
Your Immediate Supervisor:	
Your Position Title:	
Duties and Responsibilities:	
Reason for Leaving:	

23. Please explain any gaps in your employment history:
FULL 30 YRS OF EMPLOYMENT LISTED - ADD'TL EMPLOYMENT AS SCHOOL TEACHER, YMCA PHYSICAL DIRECTOR, GENERAL LABORER

24. Have you ever been fired, removed or dismissed from any position at any time?

Yes ☐ No ☑

If "yes", identify the employer and your job position, and explain why and include the date of the job action: _____

25. APPLICANT'S STATEMENT AND AUTHORITY TO RELEASE INFORMATION

I hereby certify that all statements in this application, and accompanying resume if provided, are true and complete. I understand that any falsification, misrepresentation or omission of information by me shall serve as a basis for disqualification from consideration for employment or termination of my employment with the Town of Lake Park. I further understand that unless this application is completed in detail, it will not be considered.

I hereby give my consent to the Town of Lake Park to investigate and verify any information provided on this application form and successive documents completed for the purpose of employment consideration. All applicants shall be subject to a criminal background check. I consent to have background checks, pre-employment physical examinations, drug testing, reference checks and any other necessary investigations undertaken to determine my suitability for employment.

I hereby authorize any representative of the Town of Lake Park, bearing this release, or copy hereof, to obtain any information in your files pertaining to my educational background, attendance, employment history and disciplinary records. I hereby release any person who provides personnel file or applicant information pertaining to me from all claims of liability that might otherwise result from such information. I hereby release the Town of Lake Park or its employees from any and all liability for damages resulting from reference checks, background checks associated with this application.

I am further aware and understand that the Town of Lake Park requires its employees to adhere to numerous policies, rules, regulations and procedures, including but not limited to: (1) fingerprinting of its employees upon application and employment; (2) Equal Employment Opportunity Policy; (3) a Drug Free Workplace Policy; (4) drug screening requirements; and (5) a Tobacco Free Workplace Policy.

I voluntarily agree to abide by all Town policies if I am hired by the Town of Lake Park.

I further declare that if I am employed by the Town of Lake Park, and thus a recipient of public funds, that I affirm that I will support the Constitution of the United States and the State of Florida.

Applicant Full Name: Warren Paul Brown
(please print)

Warren Brown
Signature of Applicant

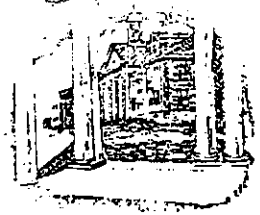
20-JAN-2015
Date

Signature of Applicant's Parent or Legal Guardian (if applicant is a minor)

Date

The Town of Lake Park is an Equal Opportunity Employer.

Asbury College

WILMORE  KENTUCKY

To all to whom these presents may come

Greetings

The Faculty of Asbury College certifies that

Warren Paul Brown

has completed the studies and satisfied the requirements for the degree of

Bachelor of Arts

In Testimony Whereof and in accordance with the authority vested in us by the Board of Trustees in meeting assembled we have hereunto subscribed our names and affixed the seal of the College this fifth day of June

A. D. 1975

Roger W. Kuncle
Vice President and Dean

Terry L. Meckstroth
Registrar

COLLEGIUM ASBURIENSIS

Dennis F. Kinlaw
President

19 December 2014

Selection Committee – Town Manager
Lake Park, FL

Selection Committee Members,

I write to you today requesting consideration as you ponder the appointment of your Town Manager. I apologize for the length of this cover letter but trying to encapsulate my experience in just a few paragraphs will not give you sufficient information from which to make a decision. I surmise you will attempt to fill the aforementioned position from within the current staff. If so, I applaud you as this is what I attempt to do in my current position. If not, any consideration directed toward me is appreciated in advance.

I have, in almost thirty years of serving the public, developed a very well-rounded knowledge base of every facet of county government. Having been an elected official prior to being appointed to my current position and having started as an entry level communications officer in our county law enforcement community, I understand the concerns of line staff as well as those of middle and upper management. I have "risen through the ranks". In my experience I have learned that all governmental entities have unique issues with which to contend but an administrator/manager whose vision is clear, who leads by example, and who is willing to listen and learn can make all the difference. I am a consensus builder and a skilled generalist, which are traits that I believe transcend the boundaries of cities, townships and counties and their operational differences.

Although I may not be able to place behind my name the letters indicating an advanced degree and certain credentialing (MA, ICMA, AICP) I do not view that as a hindrance. Life and employment know-how, the ability to get the job done, attain goals and muster the best out of people, are more times than not a better indication of one's abilities. In the event the aforementioned credentialing would be found to be a necessity, I expect that over time I could obtain same.

I can and will bring to you grant writing and implementation experience, having been successful in the garnering of criminal justice and substance abuse treatment grants. Several of these grants are still continuing from my initial involvement decades ago. Most recently I was the lead player in the writing of a grant proposal with the Ohio Department of Transportation for the Sandusky County Transportation Improvement District.

I am responsible for reviewing 30 departmental budgets annually and recommending spending limits based on the revenue certifications offered by the office of the County Auditor. As part of the 2014 budget process I was a key player in the arduous selection process of the county's new health insurance carrier. During the year I am consistently looking at the budgets and am the first in the line of consideration when changes are requested in same. By the time a review of this paperwork is had, my 2015 budget process will be behind me. Suffice it to state that it has involved numerous budget preparations, first-second and in some cases third reviews and my opining heavily in making vital decisions to make necessary cuts to many general funds budgets. Revenue certification was almost $800K short of the 2015 budget requests.

During my tenure as County Administrator I have sought out, found, and effectively implemented, innovative avenues which have resulted in reduced costs to Sandusky County in its utilities (phone, data/I.T. and electric consumption). I am currently serving as the lead committee member in the procurement of a new countywide phone system. This project will cost approximately $200-300K and our committee has been performing its due diligence for almost six months ferreting out the best fit for the county.

As County Administrator I have been an integral part in the negotiation of several union contracts for three separate unions. These have been successful processes generally settling in amicable terms with give/take offered on each side but in recent times conciliation has been part of the process.

I was a lead individual working in conjunction with our County Auditor, bond counsel and our financial advisor in the restructuring of the county's debt which included negotiation for the acquisition of certain facilities at our county airport.

I am currently working with an engineering firm and construction firm in the oversight of an addition being built at our Juvenile Justice Center. In a current status I am also an integral part of the team that is negotiating a sewer service/rate contract for county residents that are served by a local municipality.

Except for the hired I.T. staff, I am the most knowledgeable person in the county when questions are raised about the I.T. infrastructure of the county offices, which was built during my tenure as the elected Clerk of Courts and largely funded by that elected office.

The review of lease agreements, countywide purchasing issues, outside vendor contracts and/or similar matters falls under my purview. I also am the lead in the preparation of Requests for Proposals and Statements of Qualification when projects are anticipated and/or outside vendor contracts come to an end and require re-bidding.

In my current capacity I am required to provide for the Commissioners good judgments and wise counsel. Additionally, I frequently represent them in a myriad of community/governmental relationships. The development and implementation of policies/procedures is an effort in which I am directly involved when those matters need addressed. I have, over the years, developed first name relationships with state and federal legislators and have spent time in Washington, D.C. advocating for the county and our communities.

I have some experience in economic development and have been involved, albeit not as a lead player but as a funding impetus, in an effort to bring businesses that were originally in a tri-state area and moved to Mexico back to our immediate area in Project Olé. Most recently I am involved in a joint county/township effort to secure property for development near the Ohio Turnpike where infrastructure grants will be sought to establish a warehouse/distribution center.

In my current setting I have performed two jobs over the course of my time as the County Administrator. When I accepted the position the loss of two key individuals allowed the Board of Commissioners to replace two staff persons with one. My current duties include handling the Clerk to the Board of Commissioners responsibilities. The savings to the county have been substantial under this current staffing configuration.

I have alluded to some of my work abilities/accomplishments in the previous paragraphs and by way of expansion, not embellishment, I share the following comments.

I have approached every position I have ever held as though it was the most important job in the system. The many years spent in the public sector have taught me that nothing is more important than the "public trust" and protecting the hard-earned dollars of our taxpayers. I am a leader who will get down in the trenches and use the shovel if there is no one left to perform that task. I am one who leads by example believing that the example of hard work and tenacity must be offered from a "top down" approach. Those who have observed my work ethic will attest to the fact that I regularly come in early and stay late. They will, when asked, refer to me as honest, innovative, an independent thinker, committed to the job, and one who appreciates the hard work that others exhibit. I have and always will maintain and "open door" policy. I recognize that such a cliché often rolls off the lips of those in public service with little thought behind the words but that is not the case when I make that comment. My staff will state that I take time for all the residents in Sandusky County, even those encountered from my former criminal justice career, which from time to time leaves my staff slightly unsettled when those involved in that system come to pay me a visit. I cannot stress enough that my leadership is the byproduct of my willingness to do whatever it takes to get the job done. All in all and with no intent to appear a braggart, working with or for me is a situation to desire if one is not afraid to give any situation at hand their best effort. I am one who expects integrity, honesty and hard work from those supervised but can only do so when I exhibit the same qualities.

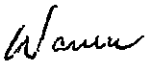
I would be remiss if I did not advise you that I am party to a matter of litigation that involves the Whirlpool Corporation. My daughter, ^Alexa Brown^ was the former face of the well-known Clyde Cancer Cluster. My wife is the lead plaintiff in that litigation.

My fairly Type A personality and my almost seven-day-workweek attitude will not allow me to watch from the sidelines. This offers you my almost undivided attention to the affairs of your constituents. I am not looking for a "**soft landing**" and expect no "**honeymoon period**". If selected my tenure with Lake Park will be long and productive.

Although it may not have any bearing on your selection but to attest to my holistic approach to life, I would offer that I am a skilled musician having performed in an amateur and professional manner in vocal music for most of my lifetime. I have played in the past the trumpet, tuba and continue today to use my bass guitar in a church setting. I am, albeit in a limited manner, familiar with the stage having been involved in several musical productions as a lead actor, pit orchestra member, chorus member and technical advisor.

In closing, thank you for looking at me as a possible candidate for the Town Manager position and I trust that the not too distant future holds a time that I will meet you face to face.

Sincerely,



Warren Brown

153 Lynber Ln.
Clyde, OH. 43410
(419) 547-3007 – landline
(419) 463-7802 – cell
wbrown71439@woh.rr.com

DEC 26 2014
Town of Lake Park
Dept. of Administrative Services

OBJECTIVE:

To bring to the Town Manager position management/leadership skills learned, a voice of logic and encouragement developed over many years, and a welcoming attitude, all tempered with a firm belief that government is established to ***serve and communicate*** with its constituents.

EXPERIENCES:

2010-present: **Sandusky County Administrator – Fremont, OH.**

- Responsible for the overall day to day operations of the county
- Provide counsel to the county commissioners in a myriad of major decisions including hiring/firing of staff
- Prepare, offer modifications, monitor and evaluate all aspects of all county departmental budgets ($18M plus in general fund) (tens of millions more in non-general funds) – total county budget including discretionary funds, investments, etc. - $83M plus (FY '15)
- Direct oversight over all aspects of following offices: Human Resources/Risk Management Office, Information Technology, Dog Warden, Facility Management, Treatment Alternatives to Street Crime (TASC), Electronic Monitoring (criminal justice related), Community Work Program (jail related), Courthouse Security Teams
- Daily working relationship with facilitating oversight over the offices of the Emergency Management Agency (EMA), Emergency Medical Services (EMS), and Sanitary Engineer
- Indirect oversight over the entire county workforce (600+ staff)
- Develop, maintain and enhance rapport with all elected/appointed officials at county, state and federal levels
- Public Information Officer (PIO), media relations manager
- Daily working relationship with County Prosecutor, Civil Assistant Prosecutor and County Auditor

2001-2010: **Sandusky County Clerk of Courts (elected position) – Fremont, OH.**

- Responsible for all personnel matters for 18-23 employees in five separate offices
- Responsible for record retention in those offices and for the Common Pleas Court
- Developed, implemented and adjusted budget of $1-2M
- Pursued, developed, implemented grants
- Developed relationships with state and local agencies and elected officials
- Responsible for all departmental interaction in public relations and the media

ADDITIONAL EXPERIENCE:

1979-1981 - Teaching positions in NJ
1981-1983 - Physical Director Sandusky County YMCA
1983-1985 - Laborer local seed farm
1985-1988 - Deputy Sheriff
1988-2001 - Supervisory criminal justice positions in the courts in Sandusky County and the City of Fremont.

EDUCATION:

1974-1979: B.A. in Education, Asbury College, Wilmore, KY.
Numerous professional development courses over the years

SALARY HISTORY:

2010-present: $85-88K
2001-2010: $70-72K

PROFESSIONAL REFERENCES:

Dan Polter – Sandusky County Commissioner
622 Croghan St. - Fremont, O. 43420 - (419) 355-8447 home, (419) 552-0087 cell

Terry Thatcher – Sandusky County Commissioner
622 Croghan St. - Fremont, O. 43420 - (419) 332-3095 home, (419) 680-6802 cell

Duane Kimmet - Director, Sandusky County Facility Management
1073 N. Fifth St. - Fremont, O. 43420 - (419) 334-6249 work, (419) 366-3614 cell

Alan Mortensen, Esq. – Dewsnup, King & Olsen
36 S. State St., Suite 2400
Salt Lake City, UT 84111 - (800) 404-8520 work, (801) 556-6867 cell

Gary Kirsch – Director, Sandusky County I.T.
100 N. Park Ave. - Fremont, O. 43420 - (419) 334-6247 work, (419) 307-1976 cell

Brad Smith – Juvenile/Probate Judge
100 N. Park Ave. – Fremont, O. 43420 – (419) 334-6204 work, (419) 608-6803 cell

Louie Chapman, Jr.

TOWN OF LAKE PARK
An Equal Opportunity Employer
EMPLOYMENT APPLICATION FORM

Please type or print clearly. Do not use pencil. Do not revise or reformat this application form in any way.
A separate application form containing the applicant's original signature is required for each position. Applications will not be accepted by fax. Completed applications must be submitted **by the applicant directly to the Human Resources Department,** Lake Park Town Hall, 535 Park Avenue, Lake Park, Florida 33403. Applications must be complete at the time they are submitted. Please answer each question or insert "N/A" if the question is not applicable. Applications are accepted only for advertised positions.

In accordance with the provisions of the **Americans with Disabilities Act**, please notify the Human Resources Department at 561-881-3310 in advance if you require special accommodations to participate in the employment application process.

1. Position Applied For: Town Manager
(*Please state the position applied for exactly as it has been advertised.*)

2. Is this position: ☑ Full-time ☐ Part-time ☐ Temporary ☐ Intermittent (Seasonal)
(*Please check one of the above boxes.*)

3. How did you first learn about this position: Professional Referral ?

4. Applicant's Last Name: Chapman, Jr

5. Full First Name: Louie Middle Name: None

6. Applicant's Home Address: 4757 N Classical Boulevard
(*Do not use a post office box.*)
City: Delray Beach State: FL Zip Code: 33445
Home Telephone No. (*with area code*): 561-270-7268 Cell Phone No. (*with area code*): 860-983-5106
Email Address: l_chapman@yahoo.com

7. Social Security Number: [redacted]
(*The Town of Lake Park requests your social security number for the purpose of conducting pre-employment background checks, pre-employment physical examinations and drug screens, employment benefits, and income reporting. Your social security number will be used solely for these purposes.*)

8. Have you ever worked for the Town of Lake Park? Yes ☐ No ☑
If "yes", please provide position title(s), department(s), dates of employment, and reason for leaving:

RECEIVED
JAN 22 2015
BY: NR

9. Have you ever applied for a position with the Town of Lake Park before? Yes ☐ No ☑
If "yes", please provide the position(s) for which you applied and the date of your application(s):

_____

_____

_____

10. Do you have any relatives currently employed by the Town of Lake Park? Yes ☐ No ☑
If "yes", please print name, relationship to you and the Town department in which your relative works:

_____

11. May we contact your present employer? Yes ☑ No ☐

12. Is there any reason that you would not be able to perform the responsibilities and tasks of the position for which you are applying? Yes ☐ No ☑

13. Can you work evenings? Yes ☑ No ☐

14. Can you work weekends? Yes ☑ No ☐

15. Are you legally able to work in the United States? Yes ☑ No ☐

16. Have you **EVER** been arrested, received a Notice to Appear, been charged, convicted, entered a plea of *nolo contendere* (no contest), entered a plea of guilty, been found guilty or had adjudication withheld in a criminal offense; or, are there any criminal charges now pending against you?

Yes ☐ No ☑

If "yes", please describe the charge and the outcome of the charges (please be sure to respond thoroughly and accurately to this question. Failure to answer accurately and fully or failure to disclose requested details on this application form will be counted as an omission of relevant facts and will be grounds for disqualification from consideration or revocation of job offer if recommended for hire):

_____

_____

_____

_____

17. Do you have a valid Florida (or out-of-state) driver's license? Yes ☑ No ☐ If your answer is "yes", please provide your driver's license number below and the issuing state:
Driver's License Number: [redacted] Issuing State: Florida

18. Do you have a valid Florida Commercial Driver's License (CDL)?

Yes ☐ No ☑

If "yes", indicate class below:

Class A ☐ Class B ☐ Class C ☐ Class D ☐ Chauffeur's License ☐

Expiration Date: _____ Endorsements: _____

19. EDUCATION AND TRAINING HISTORY

Please provide your full name if different while attending school: _____

_____

High School or GED	
Full Name: B.T. Washington High School	Date Graduated: June, 1970
Address:	
City/State/Zip Code: Norfolk, VA 23504	
College/University	
Full Name: Norfolk State University	Date Graduated: May, 1974
Address: Corprew Avenue	Major: Social Science
City/State/Zip Code: Norfolk, VA 23504	Degree: Bachelor of Social Science
College/University	
Full Name: University of Virginia	Date Graduated: May, 1977
Address:	Major: Planning
City/State/Zip Code: Charlottesville, VA 22903	Degree: Master of Planning
Training/Vocational School	
Full Name:	Date Completed:
Address:	Licenses or Certifications:
City/State/Zip Code:	
NOTE: Please attach copies of degrees or certificates at the time of application.	

20. Please list all special skills, computer programs, office machines, equipment, tools, etc. that you are able to use:

Computer proficient

21. Please list any trade or professional organizations to which you currently belong:

Full member, ICMA

22. EMPLOYMENT HISTORY

Commencing with your most recent employer, including self-employment, part-time employment, and military service (if applicable), please list in reverse chronological order your COMPLETE employment history. Please attach an addendum if needed to complete this section. (NOTE: If you are supplementing your application with a resume, all of the following requested information must be provided in your resume.)

Name of Employer: City of Delray Beach	Starting Date: April, 2013
Address: 100 NW 1st Avenue	Ending Date: July, 2014
City/State: Delray Beach, FL Zip Code: 33444	Final Salary: $165,000
Telephone Number (with area code):	
Your Immediate Supervisor: Cary Glickstein, Mayor	
Your Position Title: City Manager	

Duties and Responsibilities:

SERVED AS CHIEF ADMINISTRATIVE OFFICER FOR THE CITY OF DELRAY BEACH. THE CITY MANAGER IS RESPONSIBLE FOR PROVIDING DIRECTION TO THE ADMINISTRATIVE DEPARTMENTS INCLUDING POLICE, FIRE, PLANNING AND COMMUNITY DEVELOPMENT, ENVIRONMENTAL SERVICES (WATER/PUBLIC WORKS), PARKS AND RECREATION, ECONOMIC DEVELOPMENT, CITY CLERK, FINANCE, AND HUMAN RESOURCES. RESPONSIBLE FOR THE IMPLEMENTATION OF CITY COMMISSION POLICY, BUDGET DEVELOPMENT & MANAGEMENT, DELIVERY OF ESSENTIAL SERVICES TO RESIDENTS.

Reason for Leaving:

LOST THE CONFIDENCE OF A MAJORITY OF THE CITY COMMISSION

Name of Employer: Town of Bloomfield, CT	Starting Date: June, 1993
Address: 800 Bloomfield Avenue	Ending Date: April, 2013
City/State: Bloomfield, CT Zip Code: 06002	Final Salary: $157,000
Telephone Number (with area code): 860-769-3502	
Your Immediate Supervisor: Sydney T. Schulman, Mayor	
Your Position Title: Town Manager	

Duties and Responsibilities:

WORKED FOR NEARLY 20 YRS FOR A NINE-MEMBER, PARTISAN ELECTED GOVERNING BODY. DUTIES AND RESPONSIBILITIES SIMILAR TO THOSE DESCRIBED AS CITY MANAGER OF DELRAY BEACH.

Reason for Leaving:

ACCEPTED ANOTHER POSITION

22. EMPLOYMENT HISTORY (continued)

Name of Employer: City of Charlottesville, VA	Starting Date: July, 1986
Address: City Hall	Ending Date: May, 1993
City/State: Charlottesville, VA Zip Code: 22903	Final Salary: $60,000
Telephone Number (with area code):	
Your Immediate Supervisor: Cole Hendrix, City Manager	
Your Position Title: Assistant City Manager	

Duties and Responsibilities:

SERVED AS OPERATIONS MANAGER UNDER THE GENERAL DIRECTION OF THE CITY MANAGER. RESPONSIBLE FOR DAY-TO-DAY OPERATIONS OF POLICE, FIRE, PLANNING + COMMUNITY DEVELOPMENT, HUMAN RESOURCES, PARKS AND RECREATION, SOCIAL SERVICES, REGISTRAR, AND JOB TRAINING.

Reason for Leaving:

ACCEPTED ANOTHER POSITION

Name of Employer: City of Petersburg, VA	Starting Date: Apri, 1981
Address: City Hall	Ending Date: July, 1986
City/State: Petersburg, VA Zip Code:	Final Salary:
Telephone Number (with area code):	
Your Immediate Supervisor: Leonard Muse, Director of Planning	
Your Position Title: Commercial Revitalization Coordinator/CD Admin	

Duties and Responsibilities:

RESPONSIBLE FOR COORDINATING THE REVITALIZATION EFFORTS OF AN OLDER COMMERCIAL AREA. ALSO RESPONSIBLE FOR THE DEVELOPMENT OF THE CITY'S ANNUAL CDBG PROGRAM.

Reason for Leaving:

ACCEPTED ANOTHER POSITION

23. Please explain any gaps in your employment history: _____

24. Have you ever been fired, removed or dismissed from any position at any time?

Yes ☐ No ☑

If "yes", identify the employer and your job position, and explain why and include the date of the job action: _____

25. APPLICANT'S STATEMENT AND AUTHORITY TO RELEASE INFORMATION

I hereby certify that all statements in this application, and accompanying resume if provided, are true and complete. I understand that any falsification, misrepresentation or omission of information by me shall serve as a basis for disqualification from consideration for employment or termination of my employment with the Town of Lake Park. I further understand that unless this application is completed in detail, it will not be considered.

I hereby give my consent to the Town of Lake Park to investigate and verify any information provided on this application form and successive documents completed for the purpose of employment consideration. All applicants shall be subject to a criminal background check. I consent to have background checks, pre-employment physical examinations, drug testing, reference checks and any other necessary investigations undertaken to determine my suitability for employment.

I hereby authorize any representative of the Town of Lake Park, bearing this release, or copy hereof, to obtain any information in your files pertaining to my educational background, attendance, employment history and disciplinary records. I hereby release any person who provides personnel file or applicant information pertaining to me from all claims of liability that might otherwise result from such information. I hereby release the Town of Lake Park or its employees from any and all liability for damages resulting from reference checks, background checks associated with this application.

I am further aware and understand that the Town of Lake Park requires its employees to adhere to numerous policies, rules, regulations and procedures, including but not limited to: (1) fingerprinting of its employees upon application and employment; (2) Equal Employment Opportunity Policy; (3) a Drug Free Workplace Policy; (4) drug screening requirements; and (5) a Tobacco Free Workplace Policy.

I voluntarily agree to abide by all Town policies if I am hired by the Town of Lake Park.

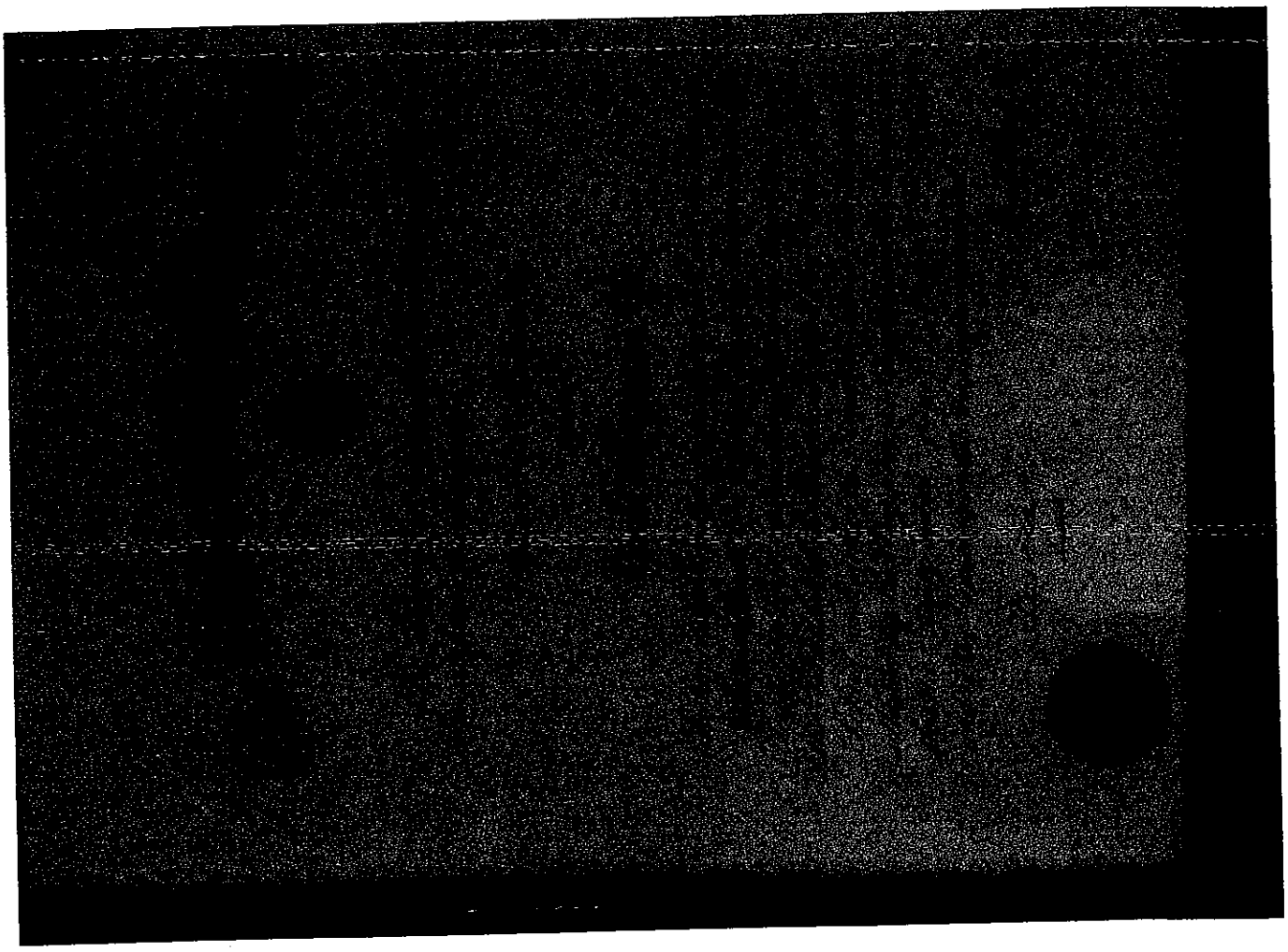
I further declare that if I am employed by the Town of Lake Park, and thus a recipient of public funds, that I affirm that I will support the Constitution of the United States and the State of Florida.

Applicant Full Name: Louie Chapman, Jr
(please print)

Louie Chapman, Jr. — 1/21/15
Signature of Applicant — Date

Signature of Applicant's Parent or Legal Guardian (if applicant is a minor) — Date

The Town of Lake Park is an Equal Opportunity Employer.



4757 N Classical Boulevard
Delray Beach, Florida 33445-1210
January 5, 2015

Bambi McKibbon-Turner, M.S., HRM
Director,
Department of Human Resources
Town of Lake Park, FL
535 Park Avenue
Lake Park, FL 33403

RE: Town Manager

Dear Mrs. McKibbon-Turner,

I wish to express my interest in the position of Town Manager of Lake Park, FL.

I have a team building style of management. I believe in developing the talents of the people around me, the members of my team. A Team work approach, while maintaining accountability and transparency are high priorities to me. My goal is to provide the citizens with high quality services for the tax dollars they invest into the local government.

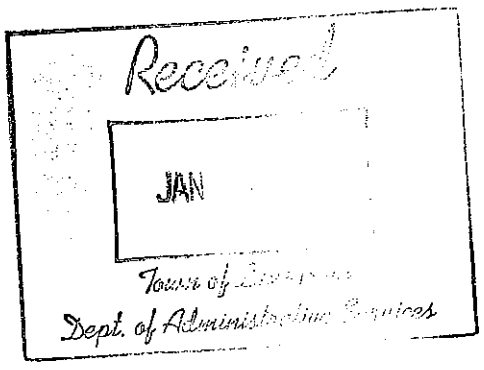
Finally, I believe that the Council and Manager have to develop and maintain a close level of trust, a bond, between the elected and appointed official. From this base of trust, the two partners can launch program initiatives, and approaches that lead to the ultimate goals of a better, stronger community.

I am certain that my experiences, philosophy, skills, and approaches would be an asset to the community of Lake Park. My resume is attached.

Very Truly Yours,

Louie Chapman, Jr.

Louie Chapman, Jr.



LOUIE CHAPMAN, JR.

4757 N Classical Boulevard, Delray Beach, Florida 33445-1210,
l_chapman@yahoo.com
561.270.7268 (H), 860.983.5106 (C)

PROFESSIONAL EXPERIENCE

City Manager
City of Delray Beach, FL
April 2013 to July 2014

The City Manager serves as the Chief Executive Officer to the vibrant beach community of Delray Beach, FL. Delray Beach is a full service community that offers its citizens a variety of services. The City Manager supervises the departments of Police, Fire, Parks and Recreation, Planning and Zoning, Community Improvement, Environmental Services, and Economic Development. The City Manager also supervises the City Clerk, Chief Financial Officer, and Human Resources. . As City Manager, I was responsible for the development and management of the annual operating and capital budgets. The City offers its citizens a wide array of civic and cultural activities to enhance the high quality of life offered to our part and full-time residents. The City Manager is responsible for day-to-day operations of a community of 63,000 people under the policy direction of a five-member City Commission.

Town Manager
Town of Bloomfield, CT
June 1993 to April 2013

The Town Manager serves as Chief Executive Officer for Bloomfield, CT, oversees the departments of Police, Planning and Engineering, Public Works, Leisure Services, Social and Youth Services, Human Resources, and Financial Services. Interfaces with a variety of different citizens and citizen groups, local, State and Federal agencies. Directly involved in the development and refinement of economic development strategies.

Assistant City Manager

City of Charlottesville, VA

July 1986 – May 1993

Under the general supervision of the City Manager, responsible for the day-to-day operations of the departments of Police, Fire, Public Works, Social Services, Parks and Recreation, Human Resources, Planning and Community Development, General Registrar, and the Job Training Partnership Program (JTPP). Responsible for implementation of training programs within the organization. Created improved procedures to expand applicant pools to include minority group members and women.

Commercial Revitalization Coordinator/Community Development Administrator
City of Petersburg, VA
April 1981- July 1986

Coordinated the revitalization program for an older commercial area of the City. Set up a revolving loan program to assist property owners in the rehabilitation of structure in the target area. As the program administrator, planned and implemented the City's annual Community Development Block Grant (CDBG) program. Coordinated the planning and implementation activities with Inspections, Public Works, Parks and Recreation and the Petersburg Redevelopment and Housing Authority. Conducted public hearing, workshops and other citizen participation activities essential the implementation of a successful CDBG program. Wrote various progress reports and newsletters.

Director, Virginia Winterization Program
Virginia Association of Community Action Agencies (VACCA)
Richmond, VA
November 1979 – April 1981

Responsible for the planning, implementation and day-to-day oversight of the statewide program to assist low-income persons with energy-related housing rehabilitation. Many of the programs were operated in partnership with community action agencies or non-profit housing corporations.

Community Development Administrator,
City of Petersburg, VA
March 1978 – November 1979

Responsible for planning and implementation of the city's annual Community Development Block Grant (CDBG) program.

Zoning Administrator,
City of Petersburg, VA
August 1977 – March 1978

Served as the chief zoning enforcement and sub-division compliance officer for the City. Responsible for the technical review and approval of residential and commercial development plans.

EDUCATION

Master of Planning, University of Virginia

Bachelor of Arts in Social Science, Norfolk State University

Halifax C. Clark II

TOWN OF LAKE PARK

An Equal Opportunity Employer

EMPLOYMENT APPLICATION FORM

Please type or print clearly. Do not use pencil. Do not revise or reformat this application form in any way.
A separate application form containing the applicant's original signature is required for each position. Applications will not be accepted by fax. Completed applications must be submitted **by the applicant directly to the Human Resources Department**, Lake Park Town Hall, 535 Park Avenue, Lake Park, Florida 33403. Applications must be complete at the time they are submitted. Please answer each question or insert "N/A" if the question is not applicable. Applications are accepted only for advertised positions.

In accordance with the provisions of the **Americans with Disabilities Act**, please notify the Human Resources Department at 561-881-3310 in advance if you require special accommodations to participate in the employment application process.

1. Position Applied For: Town Manager
(*Please state the position applied for exactly as it has been advertised.*)

2. Is this position: ☑ Full-time ☐ Part-time ☐ Temporary ☐ Intermittent (Seasonal)
(*Please check one of the above boxes.*)

3. How did you first learn about this position: Friend ?

4. Applicant's Last Name: Clark II

5. Full First Name: Halifax Middle Name: Carter

6. Applicant's Home Address: 520 Mountains Edge
(*Do not use a post office box.*)

City: Peachtree City State: Georgia Zip Code: 30269

Home Telephone No. (*with area code*): 770.262.2012 Cell Phone No. (*with area code*): 770.262.2012

Email Address: hcclark2@gmail.com

7. Social Security Number: [redacted]
(*The Town of Lake Park requests your social security number for the purpose of conducting pre-employment background checks, pre-employment physical examinations and drug screens, employment benefits, and income reporting. Your social security number will be used solely for these purposes.*)

8. Have you ever worked for the Town of Lake Park? Yes ☐ No ☑
If "yes", please provide position title(s), department(s), dates of employment, and reason for leaving:

9. Have you ever applied for a position with the Town of Lake Park before? Yes ☐ No ☑
If "yes", please provide the position(s) for which you applied and the date of your application(s):

_____

_____

_____

10. Do you have any relatives currently employed by the Town of Lake Park? Yes ☐ No ☑
If "yes", please print name, relationship to you and the Town department in which your relative works:

_____

11. May we contact your present employer? Yes ☑ No ☐

12. Is there any reason that you would not be able to perform the responsibilities and tasks of the position for which you are applying? Yes ☐ No ☑

13. Can you work evenings? Yes ☑ No ☐

14. Can you work weekends? Yes ☑ No ☐

15. Are you legally able to work in the United States? Yes ☑ No ☐

16. Have you **EVER** been arrested, received a Notice to Appear, been charged, convicted, entered a plea of *nolo contendere* (no contest), entered a plea of guilty, been found guilty or had adjudication withheld in a criminal offense; or, are there any criminal charges now pending against you?

Yes ☐ No ☑

If "yes", please describe the charge and the outcome of the charges (please be sure to respond thoroughly and accurately to this question. Failure to answer accurately and fully or failure to disclose requested details on this application form will be counted as an omission of relevant facts and will be grounds for disqualification from consideration or revocation of job offer if recommended for hire):

_____

_____

_____

_____

17. Do you have a valid Florida (or out-of-state) driver's license? Yes ☑ No ☐ If your answer is "yes", please provide your driver's license number below and the issuing state:
Driver's License Number: [redacted] Issuing State: Georgia

18. Do you have a valid Florida Commercial Driver's License (CDL)?

Yes ☐ No ☑

If "yes", indicate class below:

Class A ☐ Class B ☐ Class C ☐ Class D ☐ Chauffeur's License ☐

Expiration Date: _____ Endorsements: _____

19. EDUCATION AND TRAINING HISTORY

Please provide your full name if different while attending school: _____

High School or GED	
Full Name: Palm Beach Gardens High School	Date Graduated: 1974
Address: 4245 Holly Drive	
City/State/Zip Code: Palm Beach Gardens, Florida 33410	
College/University	
Full Name: Nova Southeastern University	Date Graduated: 1999
Address: 3301 College Avenue	Major: Government
City/State/Zip Code: Ft. Lauderdale-Davie, Florida 33314	Degree: Master of Public Adminstration
College/University	
Full Name: Barry University	Date Graduated: 1994
Address: 11300 NE 2nd Avenue	Major: Business
City/State/Zip Code: Miami Shores, Florida 33161	Degree: Bachelor of Professional Studies
Training/Vocational School	
Full Name:	Date Completed:
Address:	Licenses or Certifications:
City/State/Zip Code:	
NOTE: Please attach copies of degrees or certificates at the time of application.	

20. Please list all special skills, computer programs, office machines, equipment, tools, etc. that you are able to use:

Microsoft Office, Incode, Spillman, USA Software

21. Please list any trade or professional organizations to which you currently belong:

Florida Police Chief Association, Palm Beach County Chiefs Association, Georgia Police Chief Association, International Association of Chiefs of Police, FBI National Academy Associates, Inc., FBI Law Enforcement Executive Development Association, Peachtree City Rotary

EMPLOYMENT HISTORY

Commencing with your most recent employer, including self-employment, part-time employment, and military service (if applicable), please list in reverse chronological order your COMPLETE employment history. Please attach an addendum if needed to complete this section. (NOTE: If you are supplementing your application with a resume, all of the following requested information must be provided in your resume.)

Name of Employer: City of Peachtree City	Starting Date: April 2008
Address: 151 Willowbend Road	Ending Date: July 2014
City/State: Peachtree City, Georgia Zip Code: 30269	Final Salary: $110,915
Telephone Number (with area code): 770.631.2505	
Your Immediate Supervisor: Dr. James L. Pennington	
Your Position Title: Chief of Police	

Duties and Responsibilities:

- Administrative, professional, and managerial work and responsible for planning and directing the operations of the Police Department, including Patrol, Criminal Investigations, and Communications.
- Planning, development, and direction of all programs and policies.
- Administrative duties include budget development and administration, policy development, and personnel administration.
- Represents the department in working with other legal authorities, governmental agencies, and the media.

Reason for Leaving:

After achieving the goals and objectives that I had set forth when I took the position as police chief over six years ago I had the desire to move back to the south Florida area and take the next step up in municipal governance.

Name of Employer: Town of Juno Beach	Starting Date: October 2000
Address: 340 Ocean Drive	Ending Date: April 2008
City/State: Juno Beach, Florida Zip Code: 33408	Final Salary: $112,247
Telephone Number (with area code): 561.626.1122	
Your Immediate Supervisor: Jeff Naftel, Town Manager	
Your Position Title: Chief of Police	

Duties and Responsibilities:

- Administrative, professional, and managerial work and responsible for planning and directing the operations of the Police Department, including Patrol, Criminal Investigations, and Communications.
- Planning, development, and direction of all programs and policies.
- Administrative duties include budget development and administration, policy development, and personnel administration.
- Represents the department in working with other legal authorities, governmental agencies, and the media.

Reason for Leaving:

Accepted position with Peachtree City

Name of Employer: Town of Juno Beach	Starting Date: 1993
Address: 340 Ocean Drive	Ending Date: 2000
City/State: Juno Beach, Florida Zip Code: 33408	Final Salary: $69,793
Telephone Number (with area code): 561.626.1122	
Your Immediate Supervisor: Mitchell L. Tyre, Chief of Police	
Your Position Title: Assistant Chief	

Duties and Responsibilities:

- Performed at a higher level of management, supervisory, and administrative duties within an assigned division overseeing the functions and operations in accordance with all statues, laws, ordinances, and regulations for which the Police Department is accountable.
- Supervising and directing personnel; providing management support in planning, developing, interpreting, and implementing various division policies, goals, and objectives of the department; and reviewing and preparing reports.
- Served on behalf of the Chief of Police in the event of his/her absence

Reason for Leaving:

Promoted to Chief of Police

Name of Employer: Town of Juno Beach	Starting Date: 1987
Address: 340 Ocean Drive	Ending Date: 1993
City/State: Juno Beach, Florida Zip Code: 33408	Final Salary: $47,238
Telephone Number (with area code): 561.626.1122	
Your Immediate Supervisor: Mitchell L. Tyre	
Your Position Title: Lieutenant	

Duties and Responsibilities:

- Supervisory and administrative law enforcement work responsible for planning, directing, coordinating, and evaluating police personnel work in the Patrol, Administrative Services, or Criminal Investigations Division.
- Planning of personnel assignments and supervising the activities of all personnel who are assigned to a particular shift, component, or division to ensure the protection of life and property, and the enforcement of laws and ordinances.

Reason for Leaving:

Promoted to Assistant Chief of Police

23. Please explain any gaps in your employment history:

24. Have you ever been fired, removed or dismissed from any position at any time?

Yes ☐ No ☑

If "yes", identify the employer and your job position, and explain why and include the date of the job action: _____

I hereby certify that all statements in this application, and accompanying resume if provided, are true and complete. I understand that any falsification, misrepresentation or omission of information by me shall serve as a basis for disqualification from consideration for employment or termination of my employment with the Town of Lake Park. I further understand that unless this application is completed in detail, it will not be considered.

I hereby give my consent to the Town of Lake Park to investigate and verify any information provided on this application form and successive documents completed for the purpose of employment consideration. All applicants shall be subject to a criminal background check. I consent to have background checks, pre-employment physical examinations, drug testing, reference checks and any other necessary investigations undertaken to determine my suitability for employment.

I hereby authorize any representative of the Town of Lake Park, bearing this release, or copy hereof, to obtain any information in your files pertaining to my educational background, attendance, employment history and disciplinary records. I hereby release any person who provides personnel file or applicant information pertaining to me from all claims of liability that might otherwise result from such information. I hereby release the Town of Lake Park or its employees from any and all liability for damages resulting from reference checks, background checks associated with this application.

I am further aware and understand that the Town of Lake Park requires its employees to adhere to numerous policies, rules, regulations and procedures, including but not limited to: (1) fingerprinting of its employees upon application and employment; (2) Equal Employment Opportunity Policy; (3) a Drug Free Workplace Policy; (4) drug screening requirements; and (5) a Tobacco Free Workplace Policy.

I voluntarily agree to abide by all Town policies if I am hired by the Town of Lake Park.

I further declare that if I am employed by the Town of Lake Park, and thus a recipient of public funds, that I affirm that I will support the Constitution of the United States and the State of Florida.

Applicant Full Name: Halifax Carter Clark II
(please print)

Signature of Applicant — January 21, 2015
Date

Signature of Applicant's Parent or Legal Guardian
(if applicant is a minor) — Date

The Town of Lake Park is an Equal Opportunity Employer.

January 15, 2015

Mayor & Council
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403-2603

Dear Mayor & Council:

I am applying for the position of Town Manager for the Town of Lake Park, Florida. I bring many attributes to the Town of Lake Park my commitment to principled leadership where the community and the city work together on establishing and reaching mutually agreed upon goals.

Working collaboratively in Juno Beach as Assistant Chief and then Chief of the Police Department, I led our state accredited and nationally recognized agency to consistently high standards. Those standards were the basis for our actions, and our many innovations were in service to our principles. As an example of my commitment to collaborative leadership is my approach to technology. Due to the inevitable financial constraints of public administration and the necessity of doing more with less staff, I recognized early on the importance of technology in the town. Consequently, I worked with Town management; the other departments; and the people in our department to make the most effective use of technology a top priority. With skillful negotiation, we achieved our goal of cost-effective higher efficiency.

I took that same approach while serving as Chief of Police of the Peachtree City Police Department. The department is a CALEA agency and under my leadership, it was recognized as a Flagship Agency twice and reviewed under the Gold Standard. During the same period under my leadership, we achieved significant community safety goals. I would apply those same principles that led to excellence in Juno Beach and Peachtree City as a City Manager in the Town of Lake Park.

My passion for city government combined with a leadership style that encourages and rewards creativity and innovation resulted in policing that met and exceeded community needs. The next step for me is to lead a city in the same way. I want to make the most of the Town of Lake Park's resources through team-building, community policing, problem solving, and the use of modern technology. You will find that I am a dedicated professional with a strong work ethic, complete integrity, and a commitment to building partnerships with residents, businesses, and other city departments and employees.

Please find included my resume. I look forward to the opportunity to discuss my attributes and qualifications in further detail.

Sincerely,

H. C. "Skip" Clark II

RECEIVED
JAN 16 2015
BY: .....

H. C. "Skip" Clark II

Home – 770.262.2012

520 Mountains Edge
Peachtree City, GA 30269
hcclark2@gmail.com

Executive Summary

Over twenty years of senior management level experience in local government. A proven, effective, results-oriented manager with vision and leadership. Strong experience with an emphasis on strategic planning and execution, fiscal management, superior service and citizen satisfaction. Demonstrated ability to work effectively with elected officials, other civic leaders, staff and all facets of the community. An innovative leader experienced in managing change while being a dedicated team player who is able to work independently within the organizational framework.

EXPERIENCE

Police Chief, City of Peachtree City, GA 2008 – 2014

The City of Peachtree City is a municipality located south of Atlanta, GA., located in Fayette County. The current population is approximately 36,000. City of Peachtree City is a "planned community" designed in and developed in 1957. The Peachtree City Police Department has 64 full time sworn employees, 2 Reserve officers (law enforcement certified), 7 civilian personnel (4 - support staff and 3 – Code Enforcement), 13 part-time employees (12 - school crossing guards and 1 – Court Bailiff), and 12 volunteers (Auxiliary Police Officer – non sworn).

Achievements:

- Initiated and completed major changes in the Peachtree City Police Department.
- Developed and trained a Crime Analysts,
- Absorbed the existing Code Enforcement Division and made it more accountable and responsive to code enforcement issues,
- Established a two officer Police K9 unit,
- Established Police Motorcycle unit,
- Implemented Crisis Intervention teams to improve the delivery of services to the community.
- Improved the use of technology including expanding the in-car computer program, providing the officers with an electronic citation system, and introducing an automatic license plate reader (ALPR) program.
- Selected and successfully negotiated a new Records Management System (RMS) at a significant savings to the City. The new RMS is compatible with the existing 911 CAD system and will improve the organization's analyst capabilities – allowing the Department to employ data-driven strategies within the community.
- Doubled the amount of specialized and advanced training.
- Committed to Succession Planning and development of the staff. Several of the existing staff completed either the Georgia Command College or the Police Management Practice course.
- Led the Department's successful effort to be reaccredited under the CALEA Gold Standard and recognized as a Flagship agency on the past two reaccreditations.

- Recognized by the International Association of Chiefs of Police (IACP) for our efforts in the National Law Enforcement Challenge (NLEC).
  - In 2010, placed 3rd for our category and won 1st Place for Technology Award from all entries,
  - In 2011, placed 3rd for our category,
  - In 2012, won 1st Place for our category, and 1st Place for Occupant Protection from all entries, and
  - In 2013, took 1st Place for our category.
- Over the past five years (2009 – 2013) we have been able to reduce the number of roadway collisions by 10%, the number of injury collisions by 21% and the number of DUI collisions by 17%.

Our efforts resulted in Peachtree City being recognized as having the lowest crime rate of Class B cities in Georgia and as one of the safest cities in the Country.

Police Chief and other positions, Police Department, Juno Beach, FL 1980 - 2008

Began as Police Officer in 1980 and rose to the rank of Chief of Police, serving in that capacity from 2000 to 2008. Also, served as Assistant Chief (seven years), Lieutenant (six years), Sergeant (five years).

Police Officer, Police Department, Royal Palm Beach, FL 1978 to 1982

EDUCATION

Master of Public Administration, Nova Southeastern University, Ft. Lauderdale-Davie, FL
Bachelor of Professional Studies, Barry University, Miami Shores, FL
Associate of .Science in Criminal Justice, Palm Beach Junior College, Lake Worth, FL

Continuing Education

Sr. Management Institute for Police, Harvard University's Kennedy School of Government, 1999
FBI – Law Enforcement Executive Development Seminar, 2010
FBI National Academy, Session #219, 2004
The Chief Executive Seminar, Florida Criminal Justice Executive Institute, 1997
The Senior Leadership Program, Florida Criminal Justice Executive Institute, 1995

CAREER ACHIEVEMENTS

Florida Police Chiefs Association – Past President
Representative for the Georgia State Association of Chiefs of Police to the IACP (SACOP)
Chair for Visual Planning Technologies (VPT), an innovative program involving the integration of records management systems for 28 municipalities covering several states. Included county, state and federal record searches. The program has since been replicated in several additional states and agencies
Georgia Chief of Police - District 10 Representative

Lawrence F. Coppola

TOWN OF LAKE PARK

An Equal Opportunity Employer

EMPLOYMENT APPLICATION FORM

Please type or print clearly. Do not use pencil. Do not revise or reformat this application form in any way. A separate application form containing the applicant's original signature is required for each position. Applications will not be accepted by fax. Completed applications must be submitted **by the applicant directly to the Human Resources Department**, Lake Park Town Hall, 535 Park Avenue, Lake Park, Florida 33403. Applications must be complete at the time they are submitted. Please answer each question or insert "N/A" if the question is not applicable. Applications are accepted only for advertised positions.

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1. Position Applied For: Town Manager
   (*Please state the position applied for exactly as it has been advertised.*)

2. Is this position: ☒ Full-time ☐ Part-time ☐ Temporary ☐ Intermittent (Seasonal)
   (*Please check one of the above boxes.*)

3. How did you first learn about this position: Florida League of Cities website ?

4. Applicant's Last Name: Coppola

5. Full First Name: Lawrence Middle Name: Francis

6. Applicant's Home Address: 7952 SE Puget Heights Lane • P.O. Box 2427 (mailing)
   (*Do not use a post office box.*)

   City: Port Orchard State: WA Zip Code: 98366

   Home Telephone No. (*with area code*): _____ Cell Phone No. (*with area code*): 360-731-2222

   Email Address: larycoppola@wetapple.com

7. Social Security Number: [redacted]
   (*The Town of Lake Park requests your social security number for the purpose of conducting pre-employment background checks, pre-employment physical examinations and drug screens, employment benefits, and income reporting. Your social security number will be used solely for these purposes.*)

8. Have you ever worked for the Town of Lake Park? Yes ☐ No ☒
   If "yes", please provide position title(s), department(s), dates of employment, and reason for leaving:

RECEIVED
JAN - 9 2015
BY: JJR

9. Have you ever applied for a position with the Town of Lake Park before? Yes ☐ No ☒
If "yes", please provide the position(s) for which you applied and the date of your application(s):

_____

_____

_____

10. Do you have any relatives currently employed by the Town of Lake Park? Yes ☐ No ☒
If "yes", please print name, relationship to you and the Town department in which your relative works:

_____

11. May we contact your present employer? Yes ☒ No ☐

12. Is there any reason that you would not be able to perform the responsibilities and tasks of the position for which you are applying? Yes ☐ No ☒

13. Can you work evenings? Yes ☒ No ☐

14. Can you work weekends? Yes ☒ No ☐

15. Are you legally able to work in the United States? Yes ☒ No ☐

16. Have you **EVER** been arrested, received a Notice to Appear, been charged, convicted, entered a plea of *nolo contendere* (no contest), entered a plea of guilty, been found guilty or had adjudication withheld in a criminal offense; or, are there any criminal charges now pending against you?

Yes ☒ No ☐

If "yes", please describe the charge and the outcome of the charges (please be sure to respond thoroughly and accurately to this question. Failure to answer accurately and fully or failure to disclose requested details on this application form will be counted as an omission of relevant facts and will be grounds for disqualification from consideration or revocation of job offer if recommended for hire):

I agreed to plead guilty to Negligent Driving in June of 2010

_____

_____

_____

17. Do you have a valid Florida (or out-of-state) driver's license? Yes ☒ No ☐ If your answer is "yes", please provide your driver's license number below and the issuing state:
Driver's License Number: [redacted] Issuing State: WA

18. Do you have a valid Florida Commercial Driver's License (CDL)?

Yes ☐ No ☒

If "yes", indicate class below:

Class A ☐ Class B ☐ Class C ☐ Class D ☐ Chauffeur's License ☐

Expiration Date: _____ Endorsements: _____

[redacted]

Please provide your full name if different while attending school: _____

High School or GED	
Full Name: Stranahan High School	Date Graduated: June, 1968
Address: 1800 SW 5th Place	
City/State/Zip Code: Ft. Lauderdale, FL 33312	
College/University	
Full Name: Dana College	Date Graduated: June, 1978
Address: 2848 College Drive	Major: Business Administration
City/State/Zip Code: Blair, NE 68008	Degree: Bachelor of Science
College/University	
Full Name: Anthony Robbins' Mastery University	Date Graduated: September, 2011
Address: 9888 Carroll Centre Road	Major: Life and Leadership Mastery
City/State/Zip Code: San Diego, CA 92126	Degree: Certificates of Completion — Life Mastery, Leadership Mastery, Wealth Mastery, NLP
Training/Vocational School	
Full Name: IBEW/NECA Electrical Apprenticeship	Date Completed: June, 1972
Address: 201 SE 24th Street	Licenses or Certifications: Journeyman Wireman
City/State/Zip Code: Ft. Lauderdale, FL 33316	
NOTE: Please attach copies of degrees or certificates at the time of application.	

20. Please list all special skills, computer programs, office machines, equipment, tools, etc. that you are able to use:

Association of Washington Cities Certified and Advanced Certified Municipal Leader professional designations
Completed Association of Washington Cities Financial Planning for Cities education
Fluent in: QuickBooks; MS Office — Word, Excel, Powerpoint, Outlook, Publisher; Adobe Acrobat, Photoshop; Quark XPress
Completed local Dept. of Emergency Management Disaster Event (Hurricane, HazMat spill, etc,) Spokesmanship Training
Completed National Association of Home Builders Advanced Spokesmanship and Executive Officer education.

21. Please list any trade or professional organizations to which you currently belong:

Board Member — Kitsap Economic Development Alliance — former Board Chair, and Executive Committee member
Steering and Marketing Committee Member — Kitsap Aerospace and Defense Alliance
Board Member — Homebuilders Association of Kitsap County; Washington Affordable Housing Council;
State Director — Building Industry Association of Washington; West Sound Technology Association; Rotary
Board Member and Umpire, South Kitsap Eastern Little League;

Commencing with your most recent employer, including self-employment, part-time employment, and military service (if applicable), please list in reverse chronological order your COMPLETE employment history. Please attach an addendum if needed to complete this section. (NOTE: If you are supplementing your application with a resume, all of the following requested information must be provided in your resume.)

Name of Employer: Wet Apple Media	Starting Date: April 1, 1989
Address: 2497 SE Bethel Ave. Suite 203	Ending Date: December 31, 2007
City/State: Port Orchard, WA Zip Code: 98366	Final Salary: $120,000 per year
Telephone Number (with area code): 360-876-7900	
Your Immediate Supervisor: Self-Employed	
Your Position Title: President & CEO	

Duties and Responsibilities:
Responsible for all day-to-day business decisions of the company, including all financial and budgeting, personnel, purchasing, long and short-range strategic planning, marketing, public outreach, online and social media functions. Also oversaw all editorial functions of the company's publications and websites, including feature and editorial writing, editing, assignment of stories to reporters and freelancers, and composition of publications and press checking.

Reason for Leaving: Elected Mayor and Chief Administrative Official of the City of Port Orchard

Name of Employer: City of Port Orchard	Starting Date: January 1, 2008
Address: 216 Prospect Street	Ending Date: December 31, 2011
City/State: Port Orchard, WA Zip Code: 98366	Final Salary: $72,000 per year
Telephone Number (with area code): 360-876-4407	
Your Immediate Supervisor: City Council — John Clauson, Mayor	Pro-Tem — 360-340-2712
Your Position Title: Chief Administrative Official and Mayor	

Duties and Responsibilities:
In Washington's Strong Mayor form of government the Chief Administrative Official and Mayor functions as the City Manager, directly accountable for the day-to-day business operations, as well as all financial, budgetary and personnel decisions. In Port Orchard, this included leading 70 FTEs, with all Department Heads reporting directly to me. The Chief Administrative Official also represents the City on all public agency boards and commissions, and is the City's primary spokesperson and news media contact, including appearances on television and radio, interviews with the print and online media, as well as preparation and distribution of press releases.

Reason for Leaving: Term of office ended

Name of Employer: Wet Apple Media	Starting Date: January 1, 2012
Address: 2497 SE Bethel Ave. • Suite 203	Ending Date: Present
City/State: Port Orchard, WA Zip Code: 98366	Final Salary: $90,000 per year
Telephone Number (with area code): 360-876-7900	
Your Immediate Supervisor: Self Employed	
Your Position Title: President & CEO	

Duties and Responsibilities: Responsibilities include overseeing all day-to-day business operations, including budgeting, personnel short and long-range strategic planning, marketing, public relations and social media functions of the company. Also included are responsibility for all editorial, news, political, and feature reporting, as well as writing for all publications and websites operated by the company. Rejoining the company after serving as Chief Administrative Official and Mayor of Port Orchard, I led the strategic transformation from traditional print publisher with online editions, to one showcasing online, social media, and tablet/smartphone app-based publications with a printed component

Reason for Leaving:

Accepted an unsolicited offer from the E.W, Scripps Company (now Journal Communications, Inc.), a nationwide news organization, to purchase our flagship publications in 2014. Will be selling the remaining publications and other assets of the company and relocating to Florida.

Name of Employer: Gerson Lehrman Group, Inc.,	Starting Date: March, 2013
Address: New York; Dubai; Paris; Shanghai	Ending Date: Present
City/State: Zip Code:	Final Salary: $100 per hour
Telephone Number (with area code):	
Your Immediate Supervisor: Varies by assignment	
Your Position Title: Government and Business Consultant	

Duties and Responsibilities:
Recruited in 2013 to become part of a worldwide network of consultants and leading experts that provide business decision makers with insights to create better, more informed outcomes. GLG is the world's largest consultant network comprising more than 375,000 thought leaders and practitioners, including business leaders, scientists, academics, former public sector leaders and the foremost subject matter specialists. My GLG specialties are government and political affairs, government management, economic development, public policy, communications, and social media messaging.

Reason for Leaving:

23. Please explain any gaps in your employment history:

_____

_____

_____

24. Have you ever been fired, removed or dismissed from any position at any time?

Yes ☐ No ☒

If "yes", identify the employer and your job position, and explain why and include the date of the job action: _____

I hereby certify that all statements in this application, and accompanying resume if provided, are true and complete. I understand that any falsification, misrepresentation or omission of information by me shall serve as a basis for disqualification from consideration for employment or termination of my employment with the Town of Lake Park. I further understand that unless this application is completed in detail, it will not be considered.

I hereby give my consent to the Town of Lake Park to investigate and verify any information provided on this application form and successive documents completed for the purpose of employment consideration. All applicants shall be subject to a criminal background check. I consent to have background checks, pre-employment physical examinations, drug testing, reference checks and any other necessary investigations undertaken to determine my suitability for employment.

I hereby authorize any representative of the Town of Lake Park, bearing this release, or copy hereof, to obtain any information in your files pertaining to my educational background, attendance, employment history and disciplinary records. I hereby release any person who provides personnel file or applicant information pertaining to me from all claims of liability that might otherwise result from such information. I hereby release the Town of Lake Park or its employees from any and all liability for damages resulting from reference checks, background checks associated with this application.

I am further aware and understand that the Town of Lake Park requires its employees to adhere to numerous policies, rules, regulations and procedures, including but not limited to: (1) fingerprinting of its employees upon application and employment; (2) Equal Employment Opportunity Policy; (3) a Drug Free Workplace Policy; (4) drug screening requirements; and (5) a Tobacco Free Workplace Policy.

I voluntarily agree to abide by all Town policies if I am hired by the Town of Lake Park.

I further declare that if I am employed by the Town of Lake Park, and thus a recipient of public funds, that I affirm that I will support the Constitution of the United States and the State of Florida.

Applicant Full Name: Lawrence F. Coppola
(please print)

Lawrence F. Coppola

Digitally signed by Lawrence F. Coppola
DN: cn=Lawrence F. Coppola, o, ou, email=larycoppola@wetapple.com, c=US
Date: 2015.01.05 09:52:10 -08'00'

Signature of Applicant

January 5, 2015
Date

Signature of Applicant's Parent or Legal Guardian (if applicant is a minor)

Date

The Town of Lake Park is an Equal Opportunity Employer.

Lawrence F. Coppola

(360) 731-2222 • larycoppola@wetapple.com
Post Office Box 2427 • Port Orchard, WA 98366

January 4, 2015

RECEIVED
JAN - 9 2015
BY: JR

Ms. Bambi McKibbon-Turner, Human Resources Director
City of Lake Park
535 Park Avenue
Lake Park, FL 33403

Dear Ms. McKibbon-Turner,

Please accept this letter expressing my interest in the position of Town Manager for the Town of Lake Park. My experience includes having served as the Chief Administrative Official and Mayor of the City of Port Orchard, Washington (Population 12,800, Strong Mayor form of Government), as well as successful private sector and non-profit management, economic development, land use, marketing, news media, and social media expertise. This unique combination could serve Lake Park extremely well.

This opportunity arises at a very unique time. Late last year, I accepted an unsolicited offer from the E.W. Scripps Company to purchase the media business I founded and owned for the past 26 years. After taking some time off, I'm now ready to take on new professional challenges that will leverage my unique set of skills, and offer the opportunity for what I term "Servant Leadership" — something I'm quite passionate about. Additionally, my wife and I have made a decision to leave the Pacific Northwest and return to our home state of Florida. I grew up in Ft. Lauderdale, and she is from a pioneer family in Jupiter. We still have family there, and want to raise our 10-year old in a place that is not only closer to them, but reflects our family values as well. Researching Lake Park, it appears to be a good "fit" for us.

In Washington's Strong Mayor form of government, the Chief Administrative Official and Mayor essentially functions as the City Manager. In that position, direct accountability for every facet of the day-to-day business affairs of the City also means executing the policies, direction, and decisions made by the City Council. My duties included writing and implementing the $30+ million total annual budget ($8+ million general fund) leading 70 FTEs, with all Department Heads reporting directly to me. Engaging our legislative delegation, lobbying local elected officials, individual state legislators, and often testifying in front of legislative committees at the state capital, were all part of the job. So was representing the City on numerous public agency boards and commissions.

When my term began, Port Orchard was in financial disarray, dipping into reserves to meet payroll, and suffering from a severe lack of trust and respect between staff and the previous administration. Demonstrating that leadership starts at the top by rebuilding management staff and instituting an open door policy, a strong culture of transparency and trust was established. Private sector and LEAN business practices were implemented, along with a strong, private sector-style emphasis on customer service in all departments. These changes allowed us to repay all previous inter-fund loans, and produced surplus revenues within 14 months.

Without meaning to come across as arrogant — only confident of my own abilities and experience — please check my references, and review my letters of recommendation, and the State Auditor's report I've provided. You'll find other community, business, and political leaders I've worked with, as well as former employees, view me as a strategic, bold, out-of-the-box thinker, who is effective, high-energy, and focused — a hands on executive, with a positive, yet pragmatic, common sense attitude. It's coupled with a collaborative approach, strong listening and decision-making skills, and a problem-solving, entrepreneurial attitude that routinely challenges the "We've always done it this way" mentality, while seeking out the opportunities hidden in adversity.

Additionally, if selected for this position, the Mayor and Commissioners will not only have a strong administrator dedicated to the success of the City, but someone who has "walked a mile in their shoes" politically, and understands the challenges they face on a daily basis.

My management style is open and friendly, yet very direct. People who serve with me will clearly understand what is expected of them, and that as a leader, I don't make — or settle for — excuses. Both in government, and in my own business, I've always strived to create a win/win environment where staff can grow and excel professionally, because doing so not only creates loyalty while the entire organization benefits from their success, but also aids in retention and recruitment of the best people.

I pride myself on being a man of my word who gets things done, and expects as much from myself at every level as I do from those who serve with me. While being tenacious about achieving goals, I rarely accept credit for accomplishments, choosing instead to publicly attribute that credit to the Mayor, Commissioners, and/or staff when appropriate. My job is to quietly make them, and the City, look good. I strongly believe that leading by example, and doing it with unconditional integrity, respect, transparency, and good humor, always delivers the absolute best results.

In researching Lake Park, its challenges, and its potential, I'm excited about the possibilities, and enthusiastic about playing an interactive part in its long-term future. I sincerely hope you will consider the skills, experience, and expertise I'll bring to Lake Park worthy of granting me an interview for the position.

Sincerely,

Lawrence F. Coppola

LAWRENCE F. COPPOLA **P.O. Box 2427 • Port Orchard, WA 98366**

Cell: (360) 731-2222 **E-Mail: larycoppola@wetapple.com**

SUMMARY

Over 20 years of successful government, private sector business, and industry association management and leadership experience, with a proven track record of skill and expertise in the following areas:

- Financial Operations and Budget Expertise
- Long-Term Strategic Planning and Operations Analysis
- Day-To-Day Business and Operations and Management
- Manage For Today, Invest In The Future Philosophy
- Change Management and Staff Development
- Big Picture, Unbiased, Forward Thinker
- Labor Relations and Contract Negotiations
- Legislative Testimony and Lobbying Experience

An innovative, tech savvy leader and out-of-the-box thinker with demonstrated organizational, analytical and award-winning written communications skills, as well as strong public speaking, group presentation, public meeting and forum facilitation experience. Achievement-oriented, pragmatic, "hands-on" executive skilled in carrying out the policies and direction set by the City Counci unbiasedly and with integrity. Experienced building and leveraging community partnerships and working with stakeholders, as well as finding opportunities hidden in adversity, and change management. A dedicated team player with foresight, able to work independently within the organizational framework, and who passionately believes in "Servant Leadership."

RELEVANT LOCAL GOVERNMENT EXPERIENCE

Chief Administrative Official, Mayor — City of Port Orchard, WA — 2008-12

Port Orchard is a Strong Mayor Government City with a population of 12,800 covering approximately 7.5 square miles. It is located in Kitsap County, Washington (population 272,000), and is the County Seat.

Duties and Responsibilities as Chief Administrative Official and Mayor:

• In Washington's Strong Mayor form of government the Chief Administrative Official and Mayor functions as the City Manager, directly accountable for the day-to-day business operations, as well as all financial, budgetary and personnel decisions. In Port Orchard, this included leading 70 FTEs, with all Department Heads reporting directly to the Chief Administrative Official. The Chief Administrative Official also represents the City on all public agency boards and commissions, and is the City's primary spokesperson and news media contact, including appearances on television and radio, interviews with the print and online media, as well as preparation and distribution of press releases.

• Preparation, administration, and implementation of the City's $30+ million total budget ($8+ million General Fund).

• Implementation of all City Council directed policy and decisions. Strategic planning, including identification and resolution of long-range issues facing the City.

• Primary, "hands on" point person and City contact for all economic development activities and inquiries.

• Negotiation with both public and private sector vendors on a wide variety of issues, including professional services, equipment leases and purchases, as well as service contracts.

• Responsible for the City's compliance with all County, State and Federal regulations such as health, environmental, growth management, and EEOC.

Achievements and Critical Leadership Initiatives

• Upon arrival, found the City using reserves to meet payroll. Instituted private sector and LEAN business practices which changed the City's approach to budgeting, spending, and service delivery. This stabilized long-term finances without layoffs or furloughs, and without cutting or delaying any capital projects, while enhancing services. *Net gain: $500,000+ in annual cost savings, with the City paying back all inter-fund loans and creating regular monthly reserves in just over a year, plus significantly increasing the levels of customer service.*

• Facilitated three major annexations: *Net Gain: Over $3 million in new annual revenues after the cost of service delivery. These annexations added over $450 million in assessed value to the City's tax base, along with 36 new businesses including Walmart, Fred Meyer (Kroger), Safeway, Office Depot, Staples, a championship golf course, and 31 other local firms, increasing the number of jobs within the City by more than 250.*

• Restructured the City's permitting process to make it the fastest and most certain in the Western Puget Sound region. *Net Gain: Increased revenue from both faster permit processing and additional activity.*

• Restored trust and morale among the staff, and built a high performance management team by personally recruiting three new department heads, promoting a deputy to department head, and restructuring and developing existing staff. *Net Gain: Much more productive staff, reduced employee turnover and absenteeism, resulting in reduced HR costs.*

• Personally Recruited New Employers: *Net Gain: Over 100 new family wage ($20+ per hour) jobs in the City*

• Initiated live streaming video of City Council meetings and posted those videos on the City's Web site for 24/7 citizen access. *Net Gain: Increased citizen access to their government.*

• Introduced online crime mapping and reporting, plus posted residence locations of registered sex offenders on the City's Website. *Net Gain: Fewer registered sex offenders chose to reside in the City. Crime reporting increased, which increased police focus on shorter response times — achieved our goal of two minutes or less anywhere in the City.*

• Served in a leadership role of a regional initiative to provide fiber-optic broadband as a tool in fostering economic development. *Net Gain: increased high-tech employment in both the City and the County.*

• Qualified the City as an Association of Washington Cities (AWC) "Well City:" *Net Gain: Two percent savings on City employee healthcare costs. Reduced absenteeism.*

• Instituted a Citywide "Green Initiative:" *Net Gain: $40,000 cost savings, reduced carbon footprint.*

• Installed grant-funded EV Charging Stations. *Net Result: Increased sales tax revenue from additional tourism by EV owners.*

• Overall crime was reduced 60 percent, and violent crime by 45 percent, within 24 months. *Net Result: A much safer community making it easier to successfully attract economic development, as well as more affluent residents.*

• Instituted an annual Customer Satisfaction Survey to measure the effectiveness of city services. *Net Result: Integrated survey results into the budget and the performance monitoring process, for more efficient use of tax dollars.*

• Shifted organizational focus from "budgeting cheap" to investing in the future. *Net Result: Minimized long-term costs.*

Consultant, Gerson Lehrman Group, Inc., New York; Dubai; Paris; Shanghai — 2013 to Present

Recruited in 2013 to become part of a worldwide network of consultants and leading experts that provide business decision-makers with insights to create better, more informed outcomes. GLG is the world's largest consultant network comprising more than 375,000 thought leaders and practitioners, including business leaders, scientists, academics, former public sector leaders and the foremost subject matter specialists. My GLG specialties are government and political affairs, government management, economic development, public policy, communications, and social media messaging.

Founder, President & CEO, Wet Apple Media, Port Orchard, WA — 1987 to Present

Founding this company in April of 1987, it became the region's largest independent publisher. The company published the regional business newspaper and website for more than 25 years. Served as Editor and Publisher until accepting an unsolicited offer from the E.W, Scripps Company (now Journal Communications, Inc.), a nationwide news organization, to purchase it in 2014. The company currently publishes *WestSound Home & Garden* and *Build & Remodel* magazines, and formerly published *Homes & Land Magazine* in six different markets. It also operates an automotive review website, lifestyle news website, and designs websites, tablet and smartphone apps, as well as other business collateral.

Duties and Responsibilities of the President & CEO

Responsibilities include overseeing all day-to-day business operations, including budgeting, personnel long-range strategic planning, marketing, public relations and social media functions of the company. Also included are responsibility for all editorial, news, political, and feature reporting, as well as writing for all publications and websites operated by the company.

Achievements and Critical Leadership Initiatives

Rejoining the company after serving as Chief Administrative Official and Mayor of Port Orchard:

• Led the strategic transformation from traditional print publisher with online editions, to one showcasing online, social media, and tablet/smartphone app-based publications with a printed component.

• Spearheaded the creation of new consulting services to assist both local government and the private sector, focusing on economic development, government relations, public policy, issue advocacy, lobbying services, social media strategies, communications, public relations, and political damage control. Also added were interim management services for print publishers moving into the digital space, and/or positioning their companies and/or individual publications for sale.

Education

- Dana College — Bachelor of Business Administration, Minor in Communications
- Association of Washington Cities — Certified, and Advanced Certified Municipal Leader designations
- Graduate, Association of Washington Cities — Financial Planning For Cities training
- Graduate, Kitsap County Department of Emergency Management Disaster Event Spokesmanship Training
- Graduate of National Association of Home Builders Advanced Spokesmanship Training
- Graduate, Puget Sound Regional Council — Growth Management Act local planning training
- Graduate, Anthony Robbins Mastery University
- Graduate, Anthony Robbins Leadership Academy
- Graduate of National Association of Home Builders Executive Officer Training
- Lifelong Learner, attending and graduating from numerous business education, municipal and private sector business management, computer software, personal development, and leadership trainings.

Business Management Expertise

- Organizational Finance — revenue/spending analysis and prioritization
- Budgeting — forecasting/planning/writing/administration
- Strategic Planning — charting the course for future initiatives, long-term projects and sustainability
- Marketing — Business Development, Advertising, PR, and "Hands-on" Economic Development experience
- Personnel Recruitment — ability to attract top-quality personnel with specific strengths and skills
- Unique ability to recognize situational opportunities as well as find opportunities hidden in adversity
- Extensive situational and policy analysis/strategic planning and public positioning experience

Leadership Experience

- Board Chair/Executive Committee Member, Current Board Member — Kitsap Economic Development Alliance
- Board Member/Executive Committee Member — Kitsap Regional Coordinating Council
- Puget Sound Regional Council — Kitsap Cities Representative
- Board Chair/Finance Committee Chair — HousingKitsap (Local Housing Authority)
- Rotary International Centennial Year Club President/Board Member — Port Orchard Rotary
- Steering Committee/Marketing Committee Member — Kitsap Aerospace and Defense Alliance
- State Director — Building Industry Association of Washington
- Board Member, Vice Chair — Washington Affordable Housing Council
- Board Vice Chair/Finance and Personnel Committee Chair — Kitsap Transit
- Board Chair and Vice Chair — Kitsap County Planning Commission
- President (two terms), Treasurer (two terms) — Northwest Automotive Press Association
- Board Member, Personnel Committee Chair — Kitsap County Health Department
- Board Member, Columbia Tower Club
- Board Member — Kitsap County Boys & Girls Club
- Umpire — South Kitsap Eastern Little League

Communication Skills/Experience

- Award-winning written, plus excellent public speaking, group presentation, online and broadcast media skills
- Extensive news media relations, spokesmanship, message management and delivery experience
- Social Media planning, coordination, strategic content/message management and delivery expertise
- Significant public outreach, public meeting, event, and forum facilitation experience
- Lobbying skills and the ability to leverage political outreach for positive outcomes
- Experience working across partisan political lines and consistently delivering successful, win/win results

Professional Recognition

- Kitsap County Association of Homebuilders City Official of the Year
- SBA Journalism Leadership Award Winner for Washington State and for SBA Region X; Top 5 National Finalist
- Kitsap County Association of Realtors Citizen of the Year (twice)
- Kitsap Association of Homebuilders Affiliate of the Year (twice)
- Washington Association of Realtors, Media of the Year
- Kitsap County Association of Realtors Affiliate of the Year (twice)

Washington State Auditor's Office

Accountability Audit Report

City of Port Orchard

Kitsap County

Report Date
October 1, 2012

Report No. 1008549

Issue Date
November 5, 2012

WASHINGTON
BRIAN SONNTAG
STATE AUDITOR

Washington State Auditor
Brian Sonntag

November 5, 2012

Mayor and City Council
City of Port Orchard
Port Orchard, Washington

Report on Accountability

We appreciate the opportunity to work in cooperation with your City to promote accountability, integrity and openness in government. The State Auditor's Office takes seriously our role to advocate for government accountability and transparency and to promote positive change.

Please find attached our report on the City of Port Orchard's accountability and compliance with state laws and regulations and its own policies and procedures. Thank you for working with us to ensure the efficient and effective use of public resources.

Sincerely,

BRIAN SONNTAG, CGFM
STATE AUDITOR

Insurance Building, P.O. Box 40021 • Olympia, Washington 98504-0021 • (360) 902-0370 • TDD Relay (800) 833-6388
FAX (360) 753-0646 • http://www.sao.wa.gov

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Kitsap County
October 1, 2012

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Audit Summary

City of Port Orchard
Kitsap County
October 1, 2012

ABOUT THE AUDIT

This report contains the results of our independent accountability audit of the City of Port Orchard from January 1, 2011 through December 31, 2011.

We evaluated internal controls and performed audit procedures on the activities of the City. We also determined whether the City complied with state laws and regulations and its own policies and procedures.

In keeping with general auditing practices, we do not examine every transaction, activity or area. Instead, the areas examined were those representing the highest risk of noncompliance, misappropriation or misuse. The following areas were examined during this audit period:

- Accounting/financial reporting
- Financial condition
- Utility billings/receivables
- Cash receipting
- Open public meeting minutes
- Payments/expenditures
- Cost allocations
- Police Department -- custody of evidence
- Seizure and forfeiture reporting

RESULTS

In the areas we examined, the City's internal controls were adequate to safeguard public assets. The City also complied with state laws and regulations and its own policies and procedures in the areas we examined.

Related Reports

City of Port Orchard
Kitsap County
October 1, 2012

FINANCIAL

Our opinion on the City's financial statements and compliance with federal grant program requirements is provided in a separate report, which includes the City's financial statements.

FEDERAL GRANT PROGRAMS

We evaluated internal controls and tested compliance with the federal program requirements, as applicable, for the City's major federal program, which is listed in the Federal Summary section of the financial statement and single audit report.

Description of the City

City of Port Orchard
Kitsap County
October 1, 2012

ABOUT THE CITY

The City of Port Orchard is the county seat of Kitsap County. Originally named Sidney, the City was platted in 1886 and incorporated on September 1, 1890. The City provides municipal services to over 11,000 citizens including law enforcement, Municipal Court, streets, parks, water, sewer, storm drainage, planning and economic development. The City partners with West Sound Utility District in a joint venture that owns and operates a waste water treatment facility for the area.

An elected, seven-member City Council and an independently elected Mayor govern the City. The City Council appoints management to oversee the City's daily operations as well as its approximately 76 employees. For fiscal year 2011 the City operated on an annual budget of approximately $27.1 million.

ELECTED OFFICIALS

These officials served during the audit period:

Mayor	Lary Coppola
City Council:	John Clauson
	Carolyn Powers
	Fred Chang
	Robert Putaansuu
	Jerry Childs
	Jim Colebank
	Fred Olin

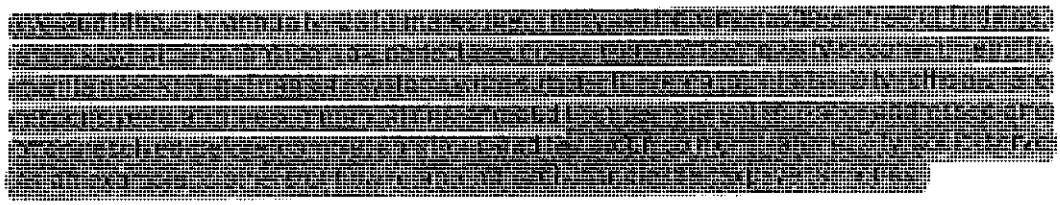
APPOINTED OFFICIALS

Clerk-Assistant to the Mayor	Patti Kirkpatrick
Treasurer	Allan Martin
Public Works Director/City Engineer	Mark Dorsey
City Development Director	James Weaver
Police Chief	Alan Townsend
Municipal Court Judge	Tarrell Decker

CITY CONTACT INFORMATION

Address:	City of Port Orchard 216 Prospect Street Port Orchard, WA 98366
Phone:	(360) 876-4407
Website:	www.cityofportorchard.us

AUDIT HISTORY



ABOUT THE STATE AUDITOR'S OFFICE

The State Auditor's Office is established in the state's Constitution and is part of the executive branch of state government. The State Auditor is elected by the citizens of Washington and serves four-year terms.

Our mission is to work with our audit clients and citizens as an advocate for government accountability. As an elected agency, the State Auditor's Office has the independence necessary to objectively perform audits and investigations. Our audits are designed to comply with professional standards as well as to satisfy the requirements of federal, state, and local laws.

The State Auditor's Office employees are located around the state to deliver services effectively and efficiently.

Our audits look at financial information and compliance with state, federal and local laws on the part of all local governments, including schools, and all state agencies, including institutions of higher education. In addition, we conduct performance audits of state agencies and local governments and fraud, whistleblower and citizen hotline investigations.

The results of our work are widely distributed through a variety of reports, which are available on our Web site and through our free, electronic subscription service.

We take our role as partners in accountability seriously. We provide training and technical assistance to governments and have an extensive quality assurance program.

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Deputy Chief of Staff	**Doug Cochran**
Chief Policy Advisor	**Jerry Pugnetti**
Director of Audit	**Chuck Pfeil, CPA**
Director of Performance Audit	**Larisa Benson**
Director of Special Investigations	**James E. Brittain, CPA, CFE**
Director for Legal Affairs	**Jan Jutte, CPA, CGFM**
Director of Quality Assurance	**Ivan Dansereau**
Local Government Liaison	**Mike Murphy**
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Toll-free Citizen Hotline	**(866) 902-3900**
Website	**www.sao.wa.gov**
Subscription Service	**https://www.sao.wa.gov/EN/News/Subscriptions/**

Lawrence F. Coppola

(360) 731-2222 • larycoppola@wetapple.com
Post Office Box 2427 • Port Orchard, WA 98366

Please accept the following as the references for this position. They are broken up into the categories of employment references, community service references, and business client references. As someone who has owned my own business for many years, I've not actually worked as an employee except for my service as Chief Administrative Official and Mayor of the City of Port Orchard. Therefore, I am listing three people who worked under me at the City, two of whom have since moved on to other positions in other cities, and one who is still there.

Employment References:

Alan Townsend — Chief of Police, City of Poulsbo
(360) 779-3113 — Office
(360) 710-2426 — Wireless
atownsend@cityofpoulsbo.com

Allan Martin — Treasurer, City of Port Orchard
Former State of Washington, Assistant State Treasurer
(360) 876-7023 — Office
(360) 701-2588 — Wireless

James Weaver — Building Official, City of Bainbridge Island
(206) 780-3755 — Office
(360) 440-6950 — Wireless
jweaver@bainbridgewa.gov

Community Service References:

Congressman Derek Kilmer, 6th Congressional District of Washington State
(202) 225-5916 — Washington DC Office
(360) 373-9725 — Bremerton Office
(253) 970-9584 — Wireless
derekandjen@aol.com
joe.dacca@mail.house.gov

Cary Bozeman — President & CEO, The Bozeman Group, Bremerton, WA
Former Mayor, Cities of Bellevue and Bremerton, WA
Former CEO, Port of Bremerton
(360) 337-9375 — Wireless
cary@carybozeman.com

John Powers, Executive Director, Kitsap Economic Development Alliance
Former Mayor, City of Spokane, WA
Former Executive Director, Enterprise Washington
(360) 377-9599 — Office
(360) 536-0996 — Wireless
powers@kitsapeda.org

Jacquie Goodwill — Director of Marketing and Communications, CHI Franciscan Healthcare
(360) 774-6926 — Office
(360) 535-4918 — Wireless
Jacquie.goodwill@harrisonmedical.org

Jan Angel — Washington State Senator, 26th Legislative District
(360) 443-2409 — Office
(360) 204-0776 — Wireless
Jan.Angel@leg.wa.gov

Becky Erickson — Mayor, City of Poulsbo
(360) 779-3901 — Office
(206) 391-7569 — Wireless
berickson@cityofpoulsbo.com

Business Client References:
Dona Keating — President & CEO, Professional Options
(360) 792-9100 — Office
(206) 356-8449 — Wireless
dlk@professionaloptions.org

Russell C. Steele — CEO, Port Madison Enterprises (Suquamish Tribal Business Agency)
(360) 598-8711 — Office
(360) 340-4347 — Wireless
russell@clearwatercasino.com

Jim Carmichael — Former President & CEO, Kitsap Bank (Retired)
Former Board Chair, Economic Development Alliance of Kitsap County
(360) 876-9375 — Home
(360) 349-1585 — Wireless
jcarmichael@wavecable.com

Art Castle, Executive Director, Building Industry Association of Washington
(800) 228 4229 — Office
(360) 731-4444 — Wireless
artc@biaw.com

Amy Igloi-Creed — Owner, Amy's On The Bay Restaurant
Board Member, Association of Washington Business
Board Member, Washington Restaurant Association
(360) — 876-1445 — Office
(206) — 819-2166 — Wireless
amysonthebay@yahoo.com

Linda Fischer — Aerospace Industry Consultant
Retired Executive, The Boeing Company
(360) 876-0768 — Home/Office

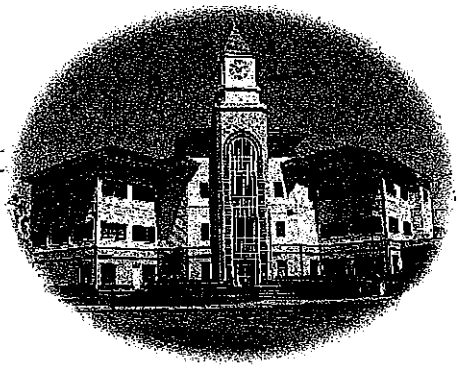
Rick Flaherty — President & CEO, Leader Corporation
(360) 895-1184 — Office
(360) 340-4026 — Wireless
rick@theleader.com

If there is any additional information you need or would like to request, please don't hesitate to call me at (360) 731-2222 or email me at larycoppola@wetapple.com.

Sincerely,

Lawrence F. Coppola

Letters of Recommendation



CITY OF PORT ORCHARD

City Council

City Hall • 216 Prospect Street • Port Orchard, WA 98366
Voice: (360) 876-4409 • Fax: (360) 895-9029
www.cityofportorchard.us

RE: Recommendation for Lawrence Coppola

We the undersigned, comprised of past and present Port Orchard City Council members, write this letter in strong support of our former Chief Administrative Official and Mayor, Lawrence F. (Lary) Coppola, for any position he may be seeking with your organization. During his term of office, he accomplished more to move our City forward on numerous fronts than any Administrator in recent memory. He worked extremely well with the Council, implementing the policies and direction we set innovatively, cost effectively, and with integrity.

Inheriting a dire financial situation, Lary implemented private sector business management principles at City Hall with dynamic results. Working closely with the City Treasurer and Finance Committee, under his leadership, and with the support of the Council, Port Orchard became one of the few Cities in the state building reserves — and doing it in the worst economic environment in a generation. This was accomplished without furloughing or laying off any employees, cutting any services, delaying or canceling any capital projects, and we were the only government in Kitsap County at the time to remain open for business five days a week. In addition, under Lary's leadership, crime — and most notably violent crime — was reduced significantly, in spite of three major retail annexations.

Lary is a tech-savvy, out-of-the-box thinker who isn't afraid to try new ideas. One example was his suggestion we abandon the traditional three-ring binders for City Council meetings, which used an average of a ream of paper per binder, per person, per meeting, and switch to Apple iPads. This resulted in a savings of almost $40,000. Another was his belief we could generate additional tourism on our downtown waterfront by installing Electric Vehicle charging stations. He found the grant money to make it happen, and it has proved successful. Both, as well as other efforts on his part, have moved us towards becoming a much "greener" City.

Lary is dedicated, resourceful, hardworking, eternally upbeat, and leads by example. He strives to find financially viable, pragmatic, win-win solutions to challenges. His ability to accomplish any task assigned to him, regardless of the resources available, is a testament to his ability and talent as a true leader. He commands the willing respect of the people who work under him. As the quality of the leadership staff he personally recruited for our City attests, he has a unique ability to attract the best and brightest to serve with him.

Of particular value to us as a City Council was Lary's team player mind-set, passion for economic development, adaptability, pragmatic embrace of change, ability to provide clear direction to staff, and unwavering commitment to exceed not only citizen/customer expectations, but often our own as well. Lary regularly represented the City on significant matters to the Legislature, other jurisdictions, and to our citizens. His ability to communicate and connect with to a wide range of individuals and large groups, both in writing and speaking in public, often was a principal reason the City prevailed on numerous matters.

As a Council we regularly received unsolicited praise from other elected officials, staff, and citizens alike commending the outstanding level of customer service, unwavering professionalism, positive, can-do attitude, and follow-through Lary brought to City Hall.

In our view, Lary is a hardworking, dedicated, top-performing leader, and any organization would be fortunate to engage his services in a leadership role. He has our highest respect, and we recommend him without reservation or hesitation. Any of us will be happy to furnish more details as needed or answer any questions.

Sincerely,

Mayor Pro-Tem John Clauson

Council Member Carolyn Powers

Council Member Jim Colebank

Council Member Jerry Childs

Council Member Rob Putaansuu

DEREK KILMER
6TH DISTRICT, WASHINGTON

1429 LONGWORTH HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
(202) 225-5916

Congress of the United States
House of Representatives
Washington, DC 20515–4706

To Whom It May Concern:

It is my pleasure to offer my recommendation of Lary Coppola. I have known Lary since 2004, working with him in his capacity as publisher of the Kitsap Business Journal and, more recently, when he served as Mayor of Port Orchard. From my perspective, there are three characteristics, in particular, that serve Lary well.

First, Lary has a keen interest in business and economic development. In addition to being the owner and publisher of Wet Apple Media, Lary has been active for several years on the board of the Kitsap Economic Development Alliance and the board of the Kitsap Home Builders Association. Those involvements came in handy as he worked to enhance economic development efforts in Port Orchard. Lary and I had a common interest in helping local small businesses, and we worked together on a handful of projects in that regard – from recruiting a new manufacturer to Port Orchard to securing funding for a new pier in Port Orchard to working with a local author to have one of her books turned into a film in the community. I found him to be a valuable partner in those efforts.

Second, Lary values direct and effective communication. Over the years he's written hundreds of columns and blogs, responded to thousands of constituents, and worked with dozens of community partners. He has experience and confidence running meetings, directing staff, and outreaching to partner organizations.

Finally, Lary has a strong commitment to community. Lary has been involved in a variety of community organizations – including Rotary, Housing Kitsap, the Building Industry Association of Washington, and other local organizations. His role in those organizations has been active and impactful. During his tenure as mayor, Lary was aggressive about working for the interests of Port Orchard and its citizen. For example, when the State of Washington was failing to maintain a state route in Port Orchard, he worked with me to draft legislation to ensure the state would fulfill its obligation, and he had an active presence in Olympia to help the bill get passed into law.

In closing, I believe that Lary Coppola would be an asset to your organization and am pleased to recommend him. If I can answer any questions or provide any further information, please call me at 202-225-5916.

Sincerely,

Derek Kilmer
Member of Congress

PRINTED ON RECYCLED PAPER

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DOÑA L. KEATING
PRESIDENT/CEO

To Whom It May Concern:

It is my pleasure to recommend Lary Coppola, whom I have known since 2000 when he participated on Kitsap Regional Telecommunications Committee (KRTC), the region's efforts to provision broadband throughout the county. Since that time, I've also worked with him in his capacity as Editor and Publisher of The Kitsap Peninsula Business Journal, Housing Kitsap (formerly Kitsap County Consolidated Housing Authority), Kitsap Economic Development Alliance, Prosperity Partnership, and during his excellent servant leadership as Mayor of Port Orchard.

Lary is well-known for charting new territories and stellar execution. Whether engaged in economic development, technology, creating an informed society, or advocating for world class strategy, he brings the same intelligent, honest, innovative, and visionary attitude to each endeavour.

A natural leader who brings passion whilst delivering results, he stands apart via his willingness to objectively assess issues so that real and enduring solutions are identified and implemented.

His direct communication style breeds clarity in his environment and initiatives, and his infectious confidence engenders a can-do attitude amongst the stakeholders with whom he is engaged.

Lary is aggressive and purposeful, but an invaluable leader willing to collaborate and partner towards effective goals.

It is my firm belief Lary Coppola would be a welcome asset, bringing the highest degree of capability, integrity, and achievement to your organisation. It is a privilege to recommend him.

Sincerely,

Doña L. Keating

Business, Policy & Information Technology Consultants
800 Fifth Avenue, Suite 101-191, Seattle, WA 98104
Phone: 360.792.9100
Email: info@professionaloptions.com
Web: www.professionaloptions.com

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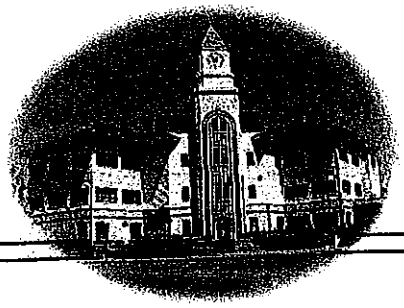

CITY OF PORT ORCHARD
Treasurer's Office
216 Prospect Street, Port Orchard, WA 98366
Voice: (360) 876-4407 • Fax: (360) 895-9029
www.cityofportorchard.us

I am writing to introduce and recommend Lary Coppola.

I have worked with Lary since 2009 when he hired me as Port Orchard City Treasurer. The City of Port Orchard remains one of the last eleven cities classified as a second class city. Under this classification Mayor Coppola served as the chief executive officer responsible for the daily operations of the City. His responsibilities were those of a City Manager.

It was refreshing to work with Lary. He brings a "can do" attitude to the job that is both practical and challenging. He asks staff to think outside the box, and looks for new opportunities while maintaining a high level of customer service on the everyday tasks at hand. His leadership on customer service is second to none.

He is a gifted communicator and motivator. He possesses skills that allow him to write and speak across a broad range of constituents. I am greatly impressed by his ability to take a complex issue, break it down to its basics, and explain it on paper in less than an afternoon.

We worked closely on three city budgets that not only maintained essential services during economic hard times but enhanced city services. My position gave me firsthand knowledge on his ability to quickly grasp finance issues; he was approachable, always giving good advice.

He sees the big picture while maintaining a sense of detail. Lary is a smart leader and there is every indication he will continue to succeed in the years ahead. Please consider his qualifications, depth of experience and keen ability to communicate across a broad spectrum of personalities.

Respectfully,

Allan J. Martin, Treasurer

Kitsap
Economic Development Alliance

4312 Kitsap Way 1 Suite 1031 Bremerton, WA 98312-2446
360.377.949911.877.465.48721 info@kitsapeda.org | www .kitsapeda .org

To Whom it May Concern

Re: Lary Coppola

I am pleased to provide this letter of support for Lary Coppola as he explores prospective opportunities to contribute his considerable private and public sector executive experience to his next leadership assignment.

The perspective I share is based upon my career comprised of thirty years of senior organizational leadership, executive management, and advisory assignments in private enterprise, professional practice and public service. It is because of this diverse and broad perspective that I am able to speak to Lary's unique skills and abilities.

I came to know Lary in the summer of 2011, when I took over leadership of the Kitsap Economic Development Alliance (KEDA) as Executive Director, and Lary, as chief administrative official and mayor of Port Orchard, had just finished his term as Chair of our Board of Directors, and was serving on KEDA's Executive Committee. While I have only known Lary a relatively short time, I unequivocally know that he is a creative and counter intuitive thinker. He sees and speaks to the obvious when others hesitate; and is quick to connect dots when they have not yet come into common view. Lary is not afraid of change - he embraces it and inspires others to reach for a new and higher level of performance within themselves and the organizations and communities they serve.

Lary is a thought leader who possesses keen analytical and communication skills. Both private and public sector leaders widely acknowledge him as an effective agent of change that makes a difference in all he undertakes.

I welcome an opportunity to discuss Lary Coppola and his many gifts with you in more detail at a later date. My phone number is 360-536-0996, feel free to give me a call at your convenience.

Regards,

John Powers
Executive Director
Kitsap Economic Development Alliance

City of Poulsbo

Office of Police Chief Alan L. Townsend

RE: Lary Coppola

Greetings,

This letter is in support and recommendation for Lary Coppola for a leadership and management role in your agency. It is my pleasure, and without reservation that I recommend Lary for such a position. As Chief of Police of Port Orchard, I worked directly for Lary during his four years as Mayor and can say that his abilities and "can do" approaches were the best I have seen. I have served for four mayors in Port Orchard and now a fifth with my move to Poulsbo. Over this time I have seen all types of personalities and abilities in this critical leadership role. I can say without hesitation that Mayor Coppola was the most effective and successful mayor of all.

Lary came into office with a plan for success that included running the city like a business. He made it a priority to find ways to save money while providing critical and efficient levels of service; he enhanced customer service and reminded city staff that members of the public were our "customers"; and he worked diligently to find new sources of revenues to ensure we could continue to provide our high level of service to the public. For Lary, new sources of revenue weren't about new taxes. It was about new business and annexations that brought new levels of tax revenue into the community without impacting the citizens.

Mayor Coppola had goals and he conveyed those goals to all. He was the head cheerleader for his initiatives, not only within city hall, but also in the community. He believes in no nonsense government that should be nimble and subject to change to best serve its citizens. And amazingly, while being such a change agent, he had the full support of city staff.

I have found Mayor Coppola to be fair in his dealings with specific issues, especially as it pertains to city departments and other municipalities in the county and the need to work collaboratively. Lary represents the epitome of city leadership that one would come to expect from a high level leadership position. His work ethic, ability to work with others, and his willingness to adapt to an ever changing environment reflect highly on him and his abilities as a whole. He is highly articulate, efficient and detailed in his work.

During the time I have known Lary, I have come to appreciate our relationship and admire his commitment to the city, to his subordinates, and to the public. Not only does he bring with him a strong understanding of the needs of his stakeholders, but he also brings those personal qualities that are essential to building professional relationships that endure the test of time and bring continued success to him and his chosen profession.

Sincerely,

Alan L. Townsend
Chief of Police

200 NE Moe Street ♦ Poulsbo, Washington 98370
(360) 779-3113 ♦ fax (360) 779-4433
www.cityofpoulsbo.com ♦ atownsend@cityofpoulsbo.com

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15347 Suquamish Way NE, Suquamish, WA 98392

To whom it concerns,

It is my pleasure to offer this letter of recommendation for Lary Coppola. I have known Lary for some time now in Kitsap County. When Lary was first elected Mayor of Port Orchard I watched with admiration the positive changes Lary brought to the community. Lary by nature is natural leader, he is never afraid to tackle the difficult issues and he does an excellent job of listening to others.

I was fortunate to serve on the Executive Committee for the Kitsap Economic Development Alliance (KEDA) with Lary and I was afforded the opportunity to watch and enjoy his solutions to opportunities as they occurred. Lary was a difference maker for KEDA in a time the organization needed vision and leadership. Lary would bring clarity to issues that are invaluable to any organization. The KEDA meetings were always early in the morning and given the nature of my occupation, mornings are not necessarily the best of times for me. That said, because of Lary, I always looked forward to the KEDA meetings because I always felt a sense of accomplishment from that experience.

I must also confess because Lary gets the opportunity to test drive new automobiles for his publication all the time, I am somewhat envious but appreciative of what he shares about those vehicles. In fact his articles influenced my last car purchase.

In closing, it is my belief Lary would be a valuable asset to any organization. If you need additional information, please contact me at 360-340-4347 or 360-598-8711.

Sincerely,

Russell C. Steele

CEO

PME

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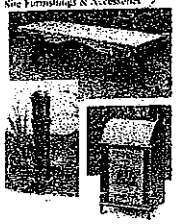

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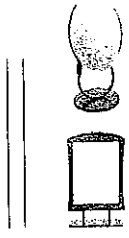

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360.895.2726
800.470.7552

RE: Lary Coppola, former Mayor of Port Orchard

To Whom it May Concern,

Few individuals can take a broken institution, financially challenged, low-employee esteem and fragmented departments due to the complete lack of prior leadership, and turn an entire city around in a few short years. Combine this with doing so in one of the worst economic periods of our generation.

Above and beyond the economic issues that would test any executive's acumen and patience, was repairing what is at the heart of most all municipalities - their Public Works, Building and Police Departments. Lary was able to quickly recognize that these departments were filled with mostly inept fiefdom creators with poor to no management or communication skills and bring in talented managers or remove the prior micro-managed approach that nearly destroyed the City's many departments. *No we can't* quickly turned to *"how can we be of service"* delivered with a smile and a *get-it-done now* attitude.

Lary managed to accomplish what very few Mayors or City Managers in this country have been able to do through this Great Recession — operate in the black while continuing to grow the City of Port Orchard without layoffs or mandatory shutdowns. Permitting, which once took up to six or more months, was brought down to weeks.

Please accept this recommendation as the highest level of commendation given by me personally and on behalf of our company. I believe the best form of accolade that any individual could hope to receive is the one where a member of the public and a business owner indicates that he would, without hesitation, hire this individual himself if a position of the nature Lary was seeking were available. The City lost a great mentor and Mayor.

Lary Coppola's honesty, presence, skills and work ethic will be sorely missed by all the citizens of Port Orchard, particularly businesses. He turned an awful place to have a presence into a desire to stay and expand. We wish him all the best in the future. You are welcome to call me personally at any time to confirm the above or for a more detailed discussion of Lary's contributions and management acumen.

Sincerely,

Richard A. Flaherty
President & CEO

Port Orchard, WA

To Whom it May Concern,

I am a resident of Port Orchard and have owned my steak and seafood restaurant since early 2006. My range of board experience includes Vice President and Board Member of the Port Orchard Chamber of Commerce; Board Member for the Washington Restaurant Association; Board Member for Association of Washington Business; appointment by Governor Gregoire to the Tacoma Narrows Bridge Citizens Advisory Commission; and Board Member/Executive Board Member of the South Kitsap Boys & Girls Club. I have a strong relationship with the City of Port Orchard's Council, as well as the legislators of the 26th District. Having worked with countless policy makers and politicians, few have impressed me as much as Lary Coppola.

Over the duration I have operated my business, I have had the privilege to know Lary as a successful local businessman, a dynamic politician, and a passionate community leader. Lary has championed positive changes in our business climate, and the professional community has rallied behind his fresh ideas and can-do attitude. As Mayor, he changed the culture at Port Orchard City Hall from one of, "Why it can't be done," to "If there's a way, we will find it." Lary's very effective leadership style has given Port Orchard much positive recognition. As the state auditor said after the City's last audit of his administration, ***"Port Orchard could set the example for other cities in the way they handle their citizen's money."*** Lary is a master networker and has been instrumental in recruiting new businesses and helping local businesses expand. In addition, the exceedingly effective staff he put in place makes Port Orchard the envy of the other cities in Kitsap County. But don't take my word for it, ask for recommendations from the other local elected officials.

As you can see, due to his private sector administration and leadership experience, Lary is an extraordinarily competent, and pragmatic leader — the kind both government and non-profits desperately need. You could do no better than to hire Lary Coppola — his commitment; dedication, professionalism and expertise will serve your city well. Should I be able to supply you with any other information, please do not hesitate to contact me at (206) 819-2166 or at amysonthebay@yahoo.com.

Best regards,

Amy Igloi-Creed
General Manager/Owner

Amy's On The Bay
100 Harrison Avenue
Port Orchard, WA 98366
Telephone: (360)876-1445
Fax: (360)876-3065
amysonthebay@yahoo.com
www.amysonthebay.com

From The Desk Of Senator Jan Angel

To Whom It May Concern:

This letter will serve to introduce Lary Coppola. I have known Lary for many years in many different arenas. I first worked with Lary and his firm, Wet Apple Media, as they handled much of my advertising as a real estate agent. In this capacity we associated and worked in many of the same areas, some of which were Rotary, where Lary served as Centennial Year President, the Kitsap County Association of REALTORS, the Kitsap Homebuilders Association, and the Kitsap Economic Development Alliance, just to name a few. Lary has always been a very active leader in the community and the region.

I went on to be elected as a Kitsap County Commissioner and Lary was elected as Mayor of Port Orchard. We served on many boards and organizations together in this capacity, some of which were: The Puget Sound Regional Council; The Kitsap Regional Coordinating Council; Kitsap Transit; Emergency Management and 911 Board; Kitsap Housing Authority; and the Kitsap Health Dept. Board. As we both represented much of the same areas, we worked closely together on economic development, regulatory issues, and more, to make our community the best place to live, work, and own a business. Lary was always well-prepared on the issues, on time, well groomed, and always absolutely professional.

Before being elected to the Washington State Senate, serving as a State Representative and Ranking Member of the Local Government Committee, Lary and I worked together on land use, capital facilities, economic development, and many other areas supporting local government. We both were active in the Association of Washington Cities and their related issues as well.

The one thing that stands front and center for me, over the years with Lary, is his commitment to a job and how he tackles it. He lays out his goal, sets out the action plan — pulling all employees, stakeholders, and citizens together, creates excitement in the project, and then — gets it done — with pride and integrity!

It is with great pride that I recommed to you, Lary Coppola.

26th District State Senator Jan Angel
(360) 204-0776 cell

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To Whom It May Concern:

I have known and worked with Lary Coppola for over 18 years through my tenure as the Executive Vice President of the Home Builders Association of Kitsap County and now the same role with the Building Industry Association of Washington for the past two years.

Lary was and remains an active member of the HBA of Kitsap County and as owner and publisher of the Kitsap Peninsula Business Journal has always been a strong supporter of our association, home building industry and small business. Lary served on the Government Affairs Committee, Board of Directors and is a Life Spike with over 50 spike credits. Lary also served a term as Mayor of the City of Port Orchard and while there dramatically improved permitting review in addition to managing the city's finances effectively during difficult economic conditions.

The HBA recognized Lary twice as Associate Member of the Year and as the City Official of the Year. Lary is well respected throughout the business community in Kitsap County for his ongoing efforts in support of small business and the home builders association.

Lary has served as a state director for over a decade and has served on the Washington Affordable Housing Council and Legislative Policy Committee. He has participated in determining political and legislative policy thorough efforts at the Building Industry Association of Washington.

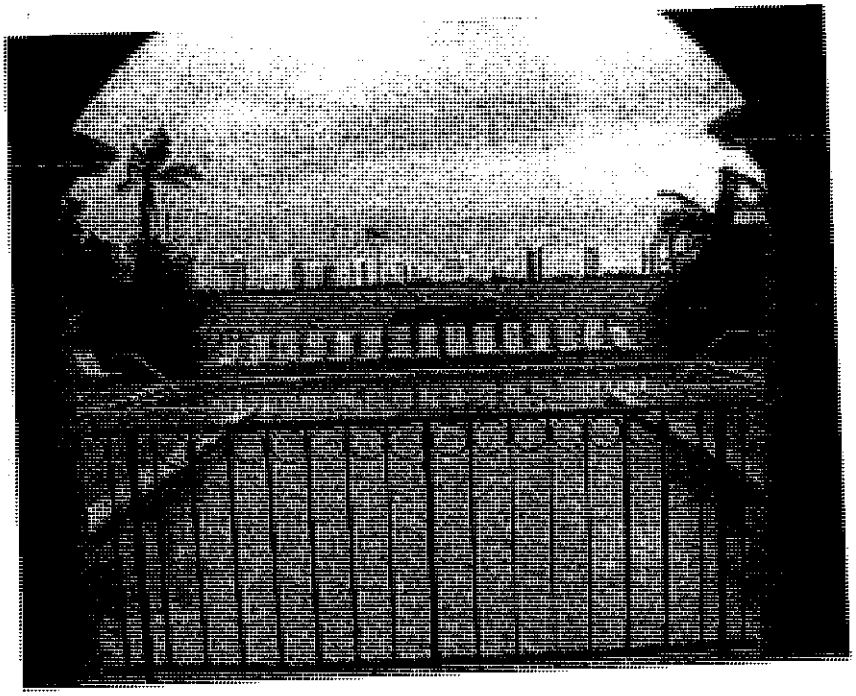
Lary is highly effective and talented professional. He is a leader. He is at his best responding to a challenge or an opportunity. Lary has experience as a successful entrepreneur, starting and building Wet Apple Publishing as well as a public official managing a small city.

Lary understands what it means to develop and work with a team to accomplish goals. He will be an asset to any organization.

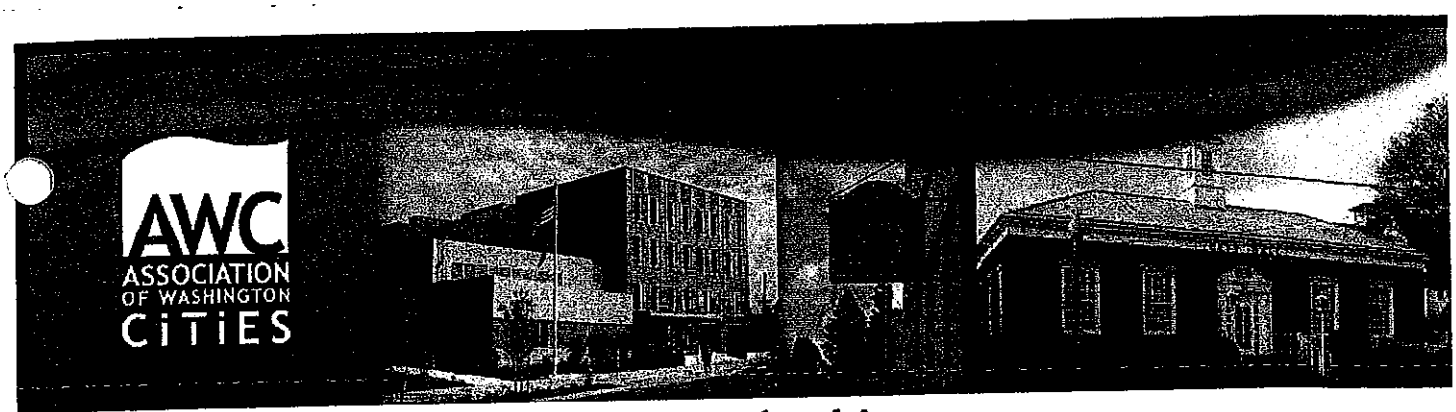
I highly recommend Lary Coppola on any endeavor he chooses to pursue. I would welcome providing any additional information.

Sincerely,

Art Castle
Executive Vice President



- **Certificates**
- **Certification Information**
- **Disclosure Information**



AWC Certificate of Municipal Leadership

You requested CML credit information for: **Coppola, Lary.**

Course name	Date	Location	Credits
Short Course on Local Planning	4/3/2002	Tacoma	2
Newly Elected Officials	1/25/2008	Lynnwood	7
City Legislative Action Conference	2/18/2009	Olympia	4
Regional Meeting	10/15/2009	Poulsbo	2
Mayors Exchange	12/2/2009	Olympia	1
Mayors Exchange	4/22/2010	Sammamish	3
AWC Annual Conference	6/23/2010	Vancouver	10
Municipal Budgeting & Fiscal Management	8/19/2010	Lynnwood	7
Mayors Exchange	10/6/2010	Wenatchee	3
Regional Meeting	10/28/2010	Bremerton	2
Mayors Exchange	12/8/2010	Olympia	3
City Legislative Action Conference (E)	2/16/2011	Olympia	3
Labor Relations Forum: Getting on the Same Page (R)	2/17/2011	Olympia	3
Mayors Exchange (E)	4/13/2011	Yakima	3
AWC Annual Conference (E)	6/23/2011	Spokane	10
Mayors Exchange (E)	9/14/2011	Mukilteo	3

Mayors Exchange (E)	12/7/2011	Olympia	3
Total credits:			**69**

Core certificate earned: 11/19/2010

Advanced certificate earned: 8/18/2011

NOTES:
The "Core" Certificate is the Certified Municipal Leader Professional Designation

The "Advanced" Certificate is the Advanced Certified Municipal Leader Professional Designation.

A requirement to earn the Advanced designation is taking — and passing — the courses on Municipal Budgeting and Fiscal management, and the Short Course on Local Planning, which deals with the laws and requirements of compliance with the state's Growth Management Act, which is quite similar to the Florida requirements.

For confirmation and/or verification of this material you can the Association of Washington Cities at (360) 753-4137. The person to talk to at AWC is Karen Tanner.

ROBBINS RESEARCH INTERNATIONAL, INC.

LIFE MASTERY®

LIFE MASTERY • WEALTH MASTERY • DATE WITH DESTINY®

KONA, HAWAII - SEPTEMBER 2001

Lary Coppola

By attending Life Mastery, you have demonstrated your commitment to attaining active mastery—physically, emotionally, in your personal and professional relationships, in your finances, in life management and leadership.

As you continue your journey, remember:

Make your life a masterpiece!

ANTHONY J. ROBBINS
CHAIRMAN OF THE BOARD

GA75-421

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Certificates and Disclosures...

Please find copies of my Graduate Certificate for Anthony Robbins' Mastery University, and my Master Electrician Certification. As noted on my employment application, I did graduate from Leadership Mastery as well, but it is an extension of the Life Mastery Course, and no certificate was issued for it. For more information on this course, visit http://www.tonyrobbins.com/events/leadership-mastery/

One issue I want the City to be aware of in advance...

The college I received my degree in Business Administration from, Dana College in Blair, Nebraska, closed four years ago, and it's my understanding the campus has since been sold to Midland University. Here is a link to a *Business Week* story about its closing. http://www.businessweek.com/ap/financialnews/D9GMGJ2G0.htm

As part of the application process for another position, the HR professional doing the verifications told me Dana's records have been moved, and are apparently located in several different places. While many of them were moved to the University of Nebraska, according to that HR person, not all of them were, and no one seems to know exactly which of the 126 years of records are located where. It's my understanding that some went to the schools that originally accepted Dana students when the school closed, but no one seems to be certain of that.

This has made verification of those records not located at the University of Nebraska difficult at best. This of course, includes my records. Making things even more difficult is the fact my only copy of my diploma was destroyed in a fire in the 1980s. Having been in business for myself virtually all of my adult life, I've never had any need to be able to produce a copy of it until now. I have contacted the University of Nebraska, and they are currently doing a search for my transcripts and diploma, so I can obtain a copy, but as of today, they have not found it. They have assured me they will track it down — eventually — and will contact me when they do. If during the course of this process my records are located, and a copy of my diploma obtained, I will forward it immediately.

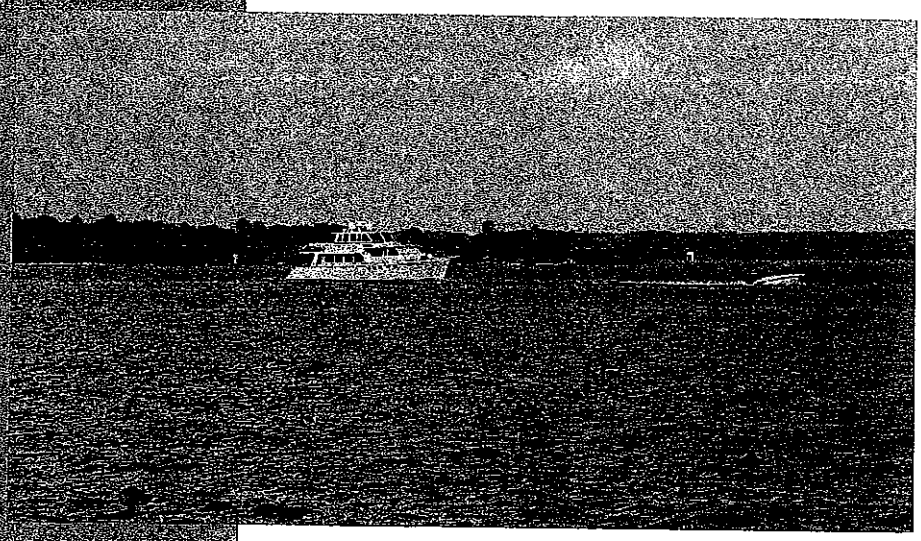
However, I did want to bring this matter to the forefront of this process as opposed to having it surface later, and having my credibility and integrity called into question.

A Resume Packet For

Lawrence F. Coppola

For the Position of Town Manager

Lake Park, Florida



- **Cover Letter**
- **Resume**
- **Employment Application**
- **References**
- **State Auditor's Report**

BY VIRTUE OF THE AUTHORITY GRANTED BY THE

State of Florida

THE BROWARD COUNTY CENTRAL
EXAMINING BOARD OF ELECTRICIANS
HEREBY AWARDS THIS

Certificate of Competency

TO

LAWRENCE F. COPPOLA (#75-CME-224-X)

Master Electrician

To Rate As Such In All Municipalities
And The Unincorporated Area Of This
BROWARD COUNTY

In testimony whereof, witness the seal of the Examining Board and the signature of its Chairman and Secretary, this 31st *day of* ... OCTOBER ... *19*75*., and of the Independence of the United States the one hundred and* 99th *year.*

Secretary

Chairman

John O. D'Agostino

TOWN OF LAKE PARK

An Equal Opportunity Employer

EMPLOYMENT APPLICATION FORM

Please type or print clearly. Do not use pencil. Do not revise or reformat this application form in any way. A separate application form containing the applicant's original signature is required for each position. Applications will not be accepted by fax. Completed applications must be submitted **by the applicant directly to the Human Resources Department** Lake Park Town Hall, 535 Park Avenue, Lake Park, Florida 33403. Applications must be complete at the time they are submitted. Please answer each question or insert "N/A" if the question is not applicable. Applications are accepted only for advertised positions.

In accordance with the provisions of the **Americans with Disabilities Act**, please notify the Human Resources Department at 561-881-3310 in advance if you require special accommodations to participate in the employment application process.

1. Position Applied For: Town Manager
   (*Please state the position applied for exactly as it has been advertised.*)

2. Is this position: X Full-time ☐ Part-time ☐ Temporary ☐ Intermittent (Seasonal)
   (*Please check one of the above boxes.*)

3. How did you first learn about this position: ICMA Website

4. Applicant's Last Name: D'Agostino

5. Full First Name: John Middle Name: Orlando

6. Applicant's Home Address: 12 Maverick Drive
   (*Do not use a post office box.*)

   City: Mansfield State: MA Zip Code: 02048

   Home Telephone No. (*with area code*):704-221-9949 Cell Phone No. (*with area code*): 704-221-9949

   Email Address: jdagostino92257@me.com

7. Social Security Number: [redacted]
   (*The Town of Lake Park requests your social security number for the purpose of conducting pre-employment background checks, pre-employment physical examinations and drug screens, employment benefits, and income reporting. Your social security number will be used solely for these purposes.*)

8. Have you ever worked for the Town of Lake Park? Yes ☐ No X
   If "yes", please provide position title(s), department(s), dates of employment, and reason for leaving:

RECEIVED
JAN 21 2015
BY: .....

9. Have you ever applied for a position with the Town of Lake Park before? Yes ☐ No X
If "yes", please provide the position(s) for which you applied and the date of your application(s):

10. Do you have any relatives currently employed by the Town of Lake Park? Yes ☐ No X
If "yes", please print name, relationship to you and the Town department in which your relative works:

11. May we contact your present employer? Yes X No ☐

12. Is there any reason that you would not be able to perform the responsibilities and tasks of the position for which you are applying? Yes ☐ No X

13. Can you work evenings? Yes X No ☐

14. Can you work weekends? Yes X No ☐

15. Are you legally able to work in the United States? Yes X No ☐

16. Have you EVER been arrested, received a Notice to Appear, been charged, convicted, entered a plea of *nolo contendere* (no contest), entered a plea of guilty, been found guilty or had adjudication withheld in a criminal offense; or, are there any criminal charges now pending against you?
Yes ☐ No X
If "yes", please describe the charge and the outcome of the charges (please be sure to respond thoroughly and accurately to this question. Failure to answer accurately and fully or failure to disclose requested details on this application form will be counted as an omission of relevant facts and will be grounds for disqualification from consideration or revocation of job offer if recommended for hire):

17. Do you have a valid Florida (or out-of-state) driver's license? Yes X No If your answer is "yes", please provide your driver's license number below and the issuing state:
Driver's License Number: [redacted] Issuing State: MA

18. Do you have a valid Florida Commercial Driver's License (CDL)?
Yes ☐ No X
If "yes", indicate class below:
Class A ☐ Class B ☐ Class C ☐ Class D ☐ Chauffeur's License ☐
Expiration Date: _____ Endorsements: _____

19. EDUCATION AND TRAINING HISTORY

Please provide your full name if different while attending school: _____

High School or GED	
Full Name: Classical High School	Date Graduated: June 1976
Address: State Street	
City/State/Zip Code: Springfield, MA 01103	
College/University	
Full Name: Syracuse University	Date Graduated: May 1980
Address: 1000 University Ave	Major: Liberal Arts/Political Science
City/State/Zip Code: Syracuse NY	Degree: BA
College/University	
Full Name: American International College	Date Graduated: May 1990
Address: State Street	Major: Human Resource Development
City/State/Zip Code: Springfield, MA 01109	Degree: Master of Arts
Training/Vocational School	
Full Name: University of Hartford	Date Completed: June 1993
Address: Bloomfield Ave	Licenses or Certifications: Masters in Public
City/State/Zip Code: West Hartford, CT	Administration
NOTE: Please attach copies of degrees or certificates at the time of application.	

20. Please list all special skills, computer programs, office machines, equipment, tools, etc. that you are able to use:

Proficient in Word, Excel, Power Point, Pages, Numbers and Keynote

21. Please list any trade or professional organizations to which you currently belong:

ICMA – Manager in Transition
NCCCMA – Manager in Transition (North Carolina City and County Municipal Association – Manager in Transition

22. EMPLOYMENT HISTORY

Commencing with your most recent employer, including self-employment, part-time employment, and military service (if applicable), please list in reverse chronological order your COMPLETE employment history. Please attach an addendum if needed to complete this section. (NOTE: If you are supplementing your application with a resume, all of the following requested information must be provided in your resume.)

Name of Employer: City of Monroe	Starting Date: 08/12/2013
Address: Post Office Box 69	Ending Date: 12/3/2013
City/State: Monroe, NC Zip Code: 28112	Final Salary: $140,000
Telephone Number (with area code): 704-282-4500	
Your Immediate Supervisor: Mayor Bobby Kilgore	
Your Position Title: City Manager	

Duties and Responsibilities: Managed the day-to-day operations of a City Government that employed 625 plus employees excluding summer help. Managed in accordance with General Statutes 160A-148. I was the Chief Administrative Officer of the municipality. I managed the full service government including water, wastewater, golf course, municipal light and municipal gas departments.

Reason for Leaving: Newly elected City Council voted to terminate my contract. The political environment in Monroe resulted in factious board. The group that hired me in six short months became the minority group. The municipal elections resulted in a power shift on the Council.

Name of Employer: Town of Abington	Starting Date: April 2010
Address: 500 Gliniewicz Way	Ending Date: April 2013
City/State: Abington, MA Zip Code:02351	Final Salary: $118,000
Telephone Number (with area code): 781-982-2100	
Your Immediate Supervisor: Board of Selectmen	
Your Position Title: Town Manager	

Duties and Responsibilities: Managed the day-to day operations of town government. I was the Chief Administrative and Chief Financial Officer of the Town. I prepared, analyzed and managed the municipal budget of all departments. I negotiated with all unions. I prepared and submitted five- year capital budgets for review and appropriation. I worked closely with the Superintendent of Schools to balance the municipal budget. I established transparency in a budget process that was not transparent.

Reason for Leaving: My employment contracted ended. I was not renewed, but I was not interested in continuing with the community.

22. EMPLOYMENT HISTORY (continued)

Name of Employer: Town of Mansfield	Starting Date:12/1/1997
Address: 6 Park Row	Ending Date: 06/30/2009
City/State: Mansfield, MA Zip Code:02048	Final Salary: 138,900
Telephone Number (with area code): 508-261-7370	
Your Immediate Supervisor: Board of Selectmen	
Your Position Title: Town Manager	

Duties and Responsibilities: Managed the day-to-day operations of town government. I was the Chief Executive and Administrative Officer for the town. I was responsible for the format, preparation, presentation and implementation of the operating and five year capital budgets for the Town. I negotiated all union contracts as the Collective Bargaining Agent. I managed the full service operations of the town including the Mansfield municipal light department, water, wastewater, commuter rail parking and downtown revitalization efforts.

Reason for Leaving: The Board of Selectmen voted not to renew my contract after twelve years of service with the town.

Name of Employer: Town of Blackstone	Starting Date: 05/95
Address: 15 St. Paul Street	Ending Date: 11/30/1997
City/State: Blackstone, MA Zip Code:	Final Salary:
Telephone Number (with area code): 508-883-1500	
Your Immediate Supervisor: Board of Selectmen	
Your Position Title: Town Administrator	

Duties and Responsibilities: Managed the day-to-day operations of town government. I was the Chief Administrative Officer for the town. I prepared the operating budget for review by the Board of Selectmen and the Finance Committee. I was the Chief Procurement Officer for the town. I assisted with the Collective Bargaining Negotiations with all unions. The Board of Selectmen had the final say on all union contracts.

Reason for Leaving: Better Job opportunity with the Town of Mansfield, MA

23. Please explain any gaps in your employment history:

Any gaps in employment are due to my job search activities. In some cases, you will see gaps of months between Mansfield and Abington and between Monroe to the present. I am actively searching for employment during these periods of unemployment.

24. Have you ever been fired, removed or dismissed from any position at any time?

Yes ☒ No ☐

If "yes", identify the employer and your job position, and explain why and include the date of the job

action: The City of Monroe is the only City that voted to fire me. I have worked in municipal government for the past thirty-two years. I was an at-will employee and the City Council voted to fire me.

25. APPLICANT'S STATEMENT AND AUTHORITY TO RELEASE INFORMATION

I hereby certify that all statements in this application, and accompanying resume if provided, are true and complete. I understand that any falsification, misrepresentation or omission of information by me shall serve as a basis for disqualification from consideration for employment or termination of my employment with the Town of Lake Park. I further understand that unless this application is completed in detail, it will not be considered.

I hereby give my consent to the Town of Lake Park to investigate and verify any information provided on this application form and successive documents completed for the purpose of employment consideration. All applicants shall be subject to a criminal background check. I consent to have background checks, pre-employment physical examinations, drug testing, reference checks and any other necessary investigations undertaken to determine my suitability for employment.

I hereby authorize any representative of the Town of Lake Park, bearing this release, or copy hereof, to obtain any information in your files pertaining to my educational background, attendance, employment history and disciplinary records. I hereby release any person who provides personnel file or applicant information pertaining to me from all claims of liability that might otherwise result from such information. I hereby release the Town of Lake Park or its employees from any and all liability for damages resulting from reference checks, background checks associated with this application.

I am further aware and understand that the Town of Lake Park requires its employees to adhere to numerous policies, rules, regulations and procedures, including but not limited to: (1) fingerprinting of its employees upon application and employment; (2) Equal Employment Opportunity Policy; (3) a Drug Free Workplace Policy; (4) drug screening requirements; and (5) a Tobacco Free Workplace Policy.

I voluntarily agree to abide by all Town policies if I am hired by the Town of Lake Park.

I further declare that if I am employed by the Town of Lake Park, and thus a recipient of public funds, that I affirm that I will support the Constitution of the United States and the State of Florida.

Applicant Full Name: John Orlando D'Agostino
(please print)

Signature of Applicant

1-20-2015
Date

Signature of Applicant's Parent or Legal Guardian
(if applicant is a minor)

Date

The Town of Lake Park is an Equal Opportunity Employer.

The

UNIVERSITY OF HARTFORD

Upon recommendation
of the Faculty of the Barney School of Business and Public Administration
and by the authority of the Board of Regents
the degree of

Master of Public Administration

is hereby conferred upon

John Orlando D'Agostino

in recognition
of the successful completion of the requirements for this degree,
together with all the associated honors, rights, and privileges.
Given under the seal of the University of Hartford,
Connecticut, September 25, 1993

Chairman of the Board of Regents

President

Senior Vice President for Academic Affairs
and Dean of the Faculty

Dean

Chair, Faculty Senate

American International College

Springfield, Massachusetts

To all to whom these presents shall come Greeting:

On the recommendation of the Faculty, the Board of Trustees of the College by virtue of the authority vested in them do hereby confer upon

John Orlando D'Agostino

the degree of

Master of Arts in Human Resource Development

with all the Rights, Privileges and Honors appertaining to this degree.

In Witness Whereof the seal of the College and the signatures of the President and the Chairman of the Board of Trustees are hereunto affixed.

Given at Springfield, Massachusetts, this twentieth day of May in the year of our Lord, One thousand nine hundred and ninety.

American International College

With Distinction

President

Chairman of the Board of Trustees

Universitas Syracusana

In Civitate Novi Eboraci
Omnibus Ad Quos Hae Litterae Pervenerint
Salutem in Domino Sempiternam

Quoniam

John O. D'Agostino

studia et officia ei praescripta omnia honeste perfecit,

Quamobrem

Nos Cancellarius et Curatores Universitatis, auctoritate nobis commissa, ad gradum

Artium Baccalaurei

admisimus eique omnia iura privilegia dignitates insignia
ad hunc honorem ubique pertinentia concessimus.
Cuius rei hae litterae sigillo Universitatis munitae testimonio sint.

Syracusis die XXX Augusti anno Domini MCMLXXX Reipublicae Americanae CCV

SYRACUSE UNIVERSITY · FOUNDED A·D·1870 · SUOS CULTORES SCIENTIA CORONAT

Gershon Vincow
Decanus Collegii Artium Scientiarumque

Melvin A Eggers
Cancellarius

RECEIVED
JAN 13 2015
NR

John O. D'Agostino
12 Maverick Drive
Mansfield, MA 02048
704-221-9949 (cell)
jdagostino92257@me.com
www.johnodagostino.com

Thursday, January 8, 2015

Human Resource Department
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

To Whom It May Concern:

Re: Town of Lake Park Town Manager Position.

I write to express my interest in the position of Town Manager for the Town of Lake Park Florida. My attached resume illustrates over thirty-two plus years of progressive public management service and experience. I have managed full service municipalities for the past twenty years as a Town Manager, City Manager or Town Administrator. I have utilized best practices during my more than thirty-two plus years of municipal service. I have managed municipalities with separate enterprise funds for water, sewer, electric, gas and municipal parking. I have strategically guided municipal organizations through the development and implementation of a shared strategic vision and direction for the community. Administrative decisions are made with a careful eye on getting the best return on expenditures. I have exceptional financial management skills and experience. I have balanced over twenty operating budgets. I have accomplished this through progressive cost saving measures, without adversely impacting the level of municipal services. Many of the cost saving measures during my tenure have resulted in hundreds of thousands of dollars in savings to municipal budgets.

I have managed communities similar in size to the Town of Lake Park. I understand the importance of maintaining high quality of life standards for the community. I have worked for the Springfield Redevelopment Authority during my employment tenure with the City of Springfield, MA. I have leveraged Tax Incentives to attract meaningful industries and employment opportunities to the municipalities I have served.

I am a collaborative problem solver. I have achieved change without losing site of the long and short-range policies of the Commission. I am an effective team leader, able to motivate staff to achieve the goals necessary to move a community forward in a positive direction. Through honesty and commitment to staff, I have been able to gain their trust and respect. In order to manage and lead an organization, building trust within the rank

and file is imperative. I maintain an open door policy for staff, elected officials and residents. I am honest and truthful, and will advocate for staff as well as hold them accountable for departmental outcomes. My collaborative management style encourages input from staff before decisions are reached. To cultivate support and buy-in when decisions are reached requires the manager to develop consensus throughout the decision making process. I have successfully worked with a broad range of community stakeholders and interests to reach consensus on important issues facing the community.

The integration of technology to disseminate information ensures that accurate, concise and important information is provided to residents, elected and appointed officials. I believe in a transparent work environment. Information needs to be shared among and between all facets of government and the public to ensure that timely and accurate information facilitates informed decisions.

My management style is to become part of the community and to understand the characteristics of the community. I have achieved positive long-term results in every community I have served. I strive to reach win-win solutions to move the community forward.

I have extensive skills in grant writing, personnel administration and creative problem solving. I am a visionary leader able to motivate staff to achieve the policy goals of the Commission.

I look forward to the opportunity to interview for the position of Town Manager for the Town of Lake Park, FL.

Sincerely Yours

John D'Agostino

John O. D'Agostino
12 Maverick Drive
Mansfield, MA 02048
704-221-9949 (cell)
jdagostino92257@me.com
Website: www.johnodagostino.com

Profile:

Strong background and extensive experience in public management with strengths in fiscal planning, budget preparation/analysis as well as contract negotiations. Experienced innovative problem solver with a vision to move public and non-profit organizations forward. Proven track record for motivating staff. The ability to establish a well defined vision and direction for decision makers in accomplishing organizational mission, goals and objectives.

Accomplishments:

- Money Magazine named Mansfield Massachusetts one of the top 100 communities in the country to live and work in 2005.
- Recipient of the Tri-Town Chamber of Commerce President's Award in 2007 for attracting new and emerging businesses and industries to Mansfield.
- Implemented a new trash program in Abington saving $321,000
- Implemented a new trash program in Mansfield saving $400,000
- Negotiated Health Care plan design changes in both Abington and Mansfield MA saving hundreds of thousands of dollars.
- Successfully attracted new companies to relocate to Abington and Mansfield using tax increment financing.
- Samsonite Luggage located World Headquarters in Mansfield generating over $5 million a year to the local economy.
- Successfully balanced twenty municipal budgets ranging from $42 million (Abington) to $82 million (Mansfield).

Career History:

City of Monroe *Aug. 2013 – Dec. 2013*
City Manager

- Chief Administrative Officer of the City pursuant to G.S. 160A-148.
- City Population 33,400 resident providing full services.
- Appoint 15 Full-Time Departments Heads and set administrative policy for all departments. Responsibility for the hiring, discipline and or termination of a total of 625 plus employees.
- Working with the Assistant City Manager for Finance, to prepare, analyze, and manage the existing operating budget totaling $140 million dollars including enterprise accounts.

- Responsibility of the City Manager is to present a balanced City Manager's Budget to the City Council, within the prescribed legislative time limits established by the State of North Carolina.
- Strong interpersonal and presentation skills. Ability to work with staff, to collectively establishes a viable vision and direction for the City. Exceptional ability to work with residents and stakeholders to address important issues of the community. Strong staff advocate, with the ability to hold staff accountable for outcomes in the organization.

Town of Abington Massachusetts *Apr. 2010 – Apr. 2013*

Town Manager

- Chief Administrative and Financial Officer, Town Population 16,400.
- Appoint Full-Time Departments Heads and set administrative and financial policy for 20 departments. Responsibility for a total of 95 employees.
- Prepare, analyze, balance and manage a municipal budget totaling $48 million dollars.
- Present a balanced Town Manager's Budget to the Board of Selectmen, Finance Committee and Town Meeting.
- Strong presentation skills.
- Collective Bargaining Agent responsible for all union and non-union contracts.
- Chief Procurement Officer for the purchase of all Goods and Services bids and contracts.
- Prepare and submit five-year capital outlay plan for the Town of Abington.
- Keep the Board informed on all operational, financial and personnel matters impacting the town.
- When I assumed the position, Abington had a DOR negative free cash certification of $720,000 and $1,000.00 in Stabilization. At the fall town meeting of final year, the town will have over $ 1 million in Stabilization. Balanced three consecutive budgets with free cash certifications of $1 million last year and a projected free cash certification of $795,000 for this fall Town Meeting.
- Established a strong working partnership with the School Department.
- Worked with the Superintendent of Schools to keep the Friuli Middle School from closing in 2010, provided additional funding for the high school to re-establish accreditation standards.
- Implemented a fully integrated financial software program, established sound policies and procedures to ensure financial continuity and sound cash management practices.
- Fiscally managed the turn around of Abington's finances.
- Negotiated plan design changes with all unions saving the town over three hundred thousand dollars in the first year and projected savings the following year of over $400,000.
- Implemented a municipal waste collection and recycling program saving the Town an estimated $340,000.

Town of Mansfield Massachusetts *Dec. 1997 – Jun. 2009*
Town Manager

- Chief Executive and Administrative Officer, town population 25,000.
- Appoint, manage and set administrative policy for 24 department heads with responsibilities for a total of 215 plus employees.
- Prepare, analyze, balance and present a total municipal budget of more than $84 million to the Board of Selectmen, Finance Committee and Town Meeting.
- Collective Bargaining Agent responsible for all contract negotiations.
- Negotiated higher co-payments for doctor, emergency room and specialist visits. Also started to negotiate a shift in premium payments prior to my departure.
- One of thirteen contiguous communities in the 495 South Economic Target Area.
- Successfully leveraged Tax Increment Financing to attract companies to Mansfield. Companies included: Covidien, Medline, Tyco Valves and Controls, as well as fifteen cutting edge Biotechnology companies.
- Mansfield was designated a Gold ready community by the MassBio Technology Council.
- Generated over $300 million in investment leveraging Tax Increment Financing.
- Worked with State and Local officials to resolve issues resulting from Deutsche Bank PGA Tournament Championship.
- Chief Procurement Officer for purchases of all goods and services.
- Establish long and short-term goals for the purpose of realizing the vision set forth in the master plan for the town.
- Served as a member of the Capital Improvements Committee.
- Seek and create opportunities to successfully manage the unprecedented growth of the town.
- Address residential questions, concerns and comments on a variety of topics and issues.

Town of Blackstone Massachusetts *May. 1995 – Dec 1997*
Town Administrator

- Chief Administrative Officer for the Town of Blackstone with a population of 8,200.
- Supervised appointed department heads.
- Prepare fiscal budget of 25 million and present to the Board of Selectmen and Finance Committee to be finalized for presentation at town meeting.
- Chief Procurement Officer for purchases of all goods and services for the town.

- Assist in Collective Bargaining Negotiations for final approval by the Board of Selectmen.

City of Springfield, Massachusetts *Feb 1983 – May. 1995*
Municipal Grants Manager

- Develop, compose, coordinate and submit municipal grants for implementation.
- Secure Community Policing Grant Funds at both state and federal levels
- Managed $110 million in municipal grants.
- Coordination and administration of a team of grant writers from various departments within the city.
- Serve on the Board of Police Commissioners for the City of Springfield with a population of 125,000.

Education:

University of North Carolina at Chapel Hill, School of Government, Municipal Management *April 2014*
M.A. Public Administration, University of Hartford *June 1993*
M.A. Human Resource Dev. American International College *May 1990*
B.A. (minor Political Science-Maxwell School of Citizenship) Syracuse University *May 1980*

Affiliations and Membership:

•North Carolina City and County Management Association Member
•ICMA (International City/County Management Association)

References:

Furnished Upon Request

Robert J. Daniels

TOWN OF LAKE PARK
An Equal Opportunity Employer
EMPLOYMENT APPLICATION FORM

Please type or print clearly. Do not use pencil. Do not revise or reformat this application form in any way.
A separate application form containing the applicant's original signature is required for each position. Applications will not be accepted by fax. Completed applications must be submitted **by the applicant directly to the Human Resources Department,** Lake Park Town Hall, 535 Park Avenue, Lake Park, Florida 33403. Applications must be complete at the time they are submitted. Please answer each question or insert "N/A" if the question is not applicable. Applications are accepted only for advertised positions.

In accordance with the provisions of the **Americans with Disabilities Act**, please notify the Human Resources Department at 561-881-3310 in advance if you require special accommodations to participate in the employment application process.

1. Position Applied For: Town Manager
(*Please state the position applied for exactly as it has been advertised.*)

2. Is this position: ☑ Full-time ☐ Part-time ☐ Temporary ☐ Intermittent (Seasonal)
(*Please check one of the above boxes.*)

3. How did you first learn about this position: League of Cities website ?

4. Applicant's Last Name: Daniels

5. Full First Name: Robert Middle Name: James

6. Applicant's Home Address: 456 Alcove Circle
(*Do not use a post office box.*)

City: Jupiter State: Florida Zip Code: 33458

Home Telephone No. (*with area code*): 786 877 2008 Cell Phone No. (*with area code*): 561 339 4026

Email Address: RJDan14@aol.com

7. Social Security Number: [redacted]
(*The Town of Lake Park requests your social security number for the purpose of conducting pre-employment background checks, pre-employment physical examinations and drug screens, employment benefits, and income reporting. Your social security number will be used solely for these purposes.*)

8. Have you ever worked for the Town of Lake Park? Yes ☐ No ☑
If "yes", please provide position title(s), department(s), dates of employment, and reason for leaving:

9. Have you ever applied for a position with the Town of Lake Park before? Yes ☐ No ☑
If "yes", please provide the position(s) for which you applied and the date of your application(s):

_____

_____

_____

10. Do you have any relatives currently employed by the Town of Lake Park? Yes ☐ No ☑
If "yes", please print name, relationship to you and the Town department in which your relative works:

_____

11. May we contact your present employer? Yes ☑ No ☐

4 OF FINANCE #

12. Is there any reason that you would not be able to perform the responsibilities and tasks of the position for which you are applying? Yes ☐ No ☑

13. Can you work evenings? Yes ☑ No ☐

14. Can you work weekends? Yes ☑ No ☐

15. Are you legally able to work in the United States? Yes ☑ No ☐

16. Have you **EVER** been arrested, received a Notice to Appear, been charged, convicted, entered a plea of *nolo contendere* (no contest), entered a plea of guilty, been found guilty or had adjudication withheld in a criminal offense; or, are there any criminal charges now pending against you?

Yes ☐ No ☑

If "yes", please describe the charge and the outcome of the charges (please be sure to respond thoroughly and accurately to this question. Failure to answer accurately and fully or failure to disclose requested details on this application form will be counted as an omission of relevant facts and will be grounds for disqualification from consideration or revocation of job offer if recommended for hire):

_____

_____

_____

_____

17. Do you have a valid Florida (or out-of-state) driver's license? Yes ☑ No ☐ If your answer is "yes", please provide your driver's license number below and the issuing state:
Driver's License Number: [redacted] Issuing State: FL

18. Do you have a valid Florida Commercial Driver's License (CDL)?

Yes ☐ No ☑

If "yes", indicate class below:

Class A ☐ Class B ☐ Class C ☐ Class D ☐ Chauffeur's License ☐

Expiration Date: _____ Endorsements: _____

[redacted]

Please provide your full name if different while attending school: _____

High School or GED	
Full Name: Atlantic Manor	Date Graduated: 1974
Address:	
City/State/Zip Code: Hollywood FL 33021	
College/University	
Full Name: Florida Atlantic University	Date Graduated: 1994
Address: 777 Glades Rd	Major: Business Administration
City/State/Zip Code: Boca Raton FL 33431	Degree: BBA
College/University #	
Full Name: Florida Atlantic University	Date Graduated: 1999
Address: 777 Glades Rd	Major: Public Administration
City/State/Zip Code: Boca Raton FL 33431	Degree: MPA
Training/Vocational School	
Full Name: FBI NA #207 Session	Date Completed: 2001
Address:	Licenses or Certifications: Management
City/State/Zip Code: Quantico, VA	
NOTE: Please attach copies of degrees or certificates at the time of application.	

20. Please list all special skills, computer programs, office machines, equipment, tools, etc. that you are able to use:

Microsoft office software; Dispatch Programs; Geographic Information Systems; Communication Skills; Policy implementation and ability to develop cooperative relationships through understanding of the municipal budget process; best practices for financial management.

21. Please list any trade or professional organizations to which you currently belong:

Dade County Chiefs; National Academy Alumni Association; Florida Police Chiefs Association; Assoc. of Public Safety Comm Officials International Police Chief Association; American College of Forensic Examiners Association of Government Accountants; Florida Public Pension Trustee Assoc.

Commencing with your most recent employer, including self-employment, part-time employment, and military service (if applicable), please list in reverse chronological order your COMPLETE employment history. Please attach an addendum if needed to complete this section. (NOTE: If you are supplementing your application with a resume, all of the following requested information must be provided in your resume.)

Name of Employer: North Bay Village	Starting Date: 07/10
Address: 1666 Kennedy Causeway	Ending Date: Current
City/State: North Bay Village FL Zip Code: 33141	Final Salary: 121,000
Telephone Number (with area code): 305 756 7171	
Your Immediate Supervisor: Jenice Rosado	
Your Position Title: Chief of Police	
Duties and Responsibilities: Hired as the Chief of Police for a diverse community just east of the city of Miami. The department and the city was in turmoil as union politics and decimated professional Government protocols. Accountability and order of conduct were instituted to change the agency into a police department with a community policing philosophy. Worked as interim city manager for six months.	
Reason for Leaving: Desire to work in Palm Beach County.	

Name of Employer: Buckeye Police Department	Starting Date: 04/09
Address: 503 E. Monroe Ave	Ending Date: 03/10
City/State: Buckeye, AZ Zip Code: 85326	Final Salary: 119,500
Telephone Number (with area code): 623 349 6000	
Your Immediate Supervisor: Steven Cleveland	
Your Position Title: Chief of Police	
Duties and Responsibilities: Worked as Chief of Police for a 660 square mile jurisdiction and a population of fifty thousand. Developed strategies to combat fiscal crisis while planning for future growth.	
Reason for Leaving: Family Health Reasons	

Name of Employer: JUNO BEACH POLICE DEPT	Starting Date: 02/06
Address: 530 OCEAN DRIVE	Ending Date: 04/09
City/State: JUNO BEACH, FL Zip Code: 33058	Final Salary: 96,000
Telephone Number (with area code): 561 656 0330	
Your Immediate Supervisor: H.C. CLARK II "SKIP"	
Your Position Title: ASST. CHIEF	
Duties and Responsibilities: HIRED TO DEVELOP A PROGRESSIVE ORGANIZATION THAT EMPOWERS PERSONNEL TO MAKE A DIFFERENCE IN THE COMMUNITY. WE DEVELOPED WEAKNESSES INTO STRENGTHS.	
Reason for Leaving: OPPORTUNITY IN BUCKEYE ARIZONA	

Name of Employer: FLORIDA ATLANTIC UNIVERSITY	Starting Date: 02/05
Address: 777 GLADES RD	Ending Date: 12/05
City/State: BOCA RATON FL Zip Code: 33431	Final Salary: 98,000
Telephone Number (with area code):	
Your Immediate Supervisor:	
Your Position Title:	
Duties and Responsibilities: STABILIZED A DEPARTMENT IN TURMOIL AND RAISED THE BAR OF ACCOUNTABILITY WHILE INITIATING THE ACCREDITATION PROCESS. INSTILLED CRITICAL VALUES OF ETHICS, INTEGRITY, HONESTY AND PROFESSIONALISM. CRITICAL MEMBER OF THE PLANNING COMMITTEE FOR FACILITIES FOR OVER SEVEN CAMPUSES.	
Reason for Leaving: OPPORTUNITY IN JUNO BEACH	

23. Please explain any gaps in your employment history:
N/A

24. Have you ever been fired, removed or dismissed from any position at any time?

Yes ☐ No ☑

If "yes", identify the employer and your job position, and explain why and include the date of the job action: _____

22. EMPLOYMENT HISTORY (continued)

Name of Employer: Boca Raton Police Dept	Starting Date: 06/78
Address: 100 NW 2 AVE	Ending Date: 02/05
City/State: Boca Raton, FL Zip Code: 33021	Final Salary: 107,000
Telephone Number (with area code): 561 338 1200	
Your Immediate Supervisor: Andy Scott	
Your Position Title: ASSISTANT CHIEF	
Duties and Responsibilities: MANAGED A NATIONALLY RECOGNIZED DEPARTMENT WITH RECOGNIZED SUCCESS IN DEALING WITH THE DYNAMICS OF CHANGE. I WAS PART OF THE CITY'S PLANNING REVIEW COMMITTEE AND WAS RESPONSIBLE FOR THE CITY'S HOMELAND SECURITY. I SUCCESSFULLY PLANNED FOR SUPPLYING MUNICIPAL SERVICES TO A NEWLY ANNEXED AREA WITH A LARGE REGIONAL MALL.	
Reason for Leaving: RETIRED	

Name of Employer:	Starting Date:
Address:	Ending Date:
City/State: Zip Code:	Final Salary:
Telephone Number (with area code):	
Your Immediate Supervisor:	
Your Position Title:	
Duties and Responsibilities: N A	
Reason for Leaving:	

23. Please explain any gaps in your employment history:
THE ONLY GAP IN MY EMPLOYMENT HISTORY IS WHEN I WAS PROCESSING WITH ANOTHER ORGANIZATION.

24. Have you ever been fired, removed or dismissed from any position at any time?

Yes ☐ No ☑

If "yes", identify the employer and your job position, and explain why and include the date of the job action: _____

I hereby certify that all statements in this application, and accompanying resume if provided, are true and complete. I understand that any falsification, misrepresentation or omission of information by me shall serve as a basis for disqualification from consideration for employment or termination of my employment with the Town of Lake Park. I further understand that unless this application is completed in detail, it will not be considered.

I hereby give my consent to the Town of Lake Park to investigate and verify any information provided on this application form and successive documents completed for the purpose of employment consideration. All applicants shall be subject to a criminal background check. I consent to have background checks, pre-employment physical examinations, drug testing, reference checks and any other necessary investigations undertaken to determine my suitability for employment.

I hereby authorize any representative of the Town of Lake Park, bearing this release, or copy hereof, to obtain any information in your files pertaining to my educational background, attendance, employment history and disciplinary records. I hereby release any person who provides personnel file or applicant information pertaining to me from all claims of liability that might otherwise result from such information. I hereby release the Town of Lake Park or its employees from any and all liability for damages resulting from reference checks, background checks associated with this application.

I am further aware and understand that the Town of Lake Park requires its employees to adhere to numerous policies, rules, regulations and procedures, including but not limited to: (1) fingerprinting of its employees upon application and employment; (2) Equal Employment Opportunity Policy; (3) a Drug Free Workplace Policy; (4) drug screening requirements; and (5) a Tobacco Free Workplace Policy.

I voluntarily agree to abide by all Town policies if I am hired by the Town of Lake Park.

I further declare that if I am employed by the Town of Lake Park, and thus a recipient of public funds, that I affirm that I will support the Constitution of the United States and the State of Florida.

Applicant Full Name: Robert J Daniels
(please print)

Signature of Applicant — Date: 1/23/15

Signature of Applicant's Parent or Legal Guardian (if applicant is a minor) — Date

The Town of Lake Park is an Equal Opportunity Employer.

ROBERT J. DANIELS

456 Oriole Circle • Jupiter, Florida 33458 • (561) 339-4026 • rjdan14@aol.com

January 14, 2015

Human Resources Department
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

To whom it may concern:

I am honored to present this documentation as my submission for the position of Town Manager with the Town of Lake Park. I have over thirty (30) years of municipal government experience in South Florida and over fifteen (15) years in a senior management position. My career started in the Boca Raton Police Department where I ascended through the ranks to the number two position in the agency, Assistant Chief of Police. The Boca Raton Police Department was staffed by 200 police officers and 100 civilians. The Department is nationally and state accredited and I had responsibility over a budget of $35 million dollars. I then spent one year as the interim Chief of Police at Florida Atlantic University Police Department, over three years as the Assistant Chief of Police at the Juno Beach Police Department, and one year as the Chief of Police of the Buckeye (Arizona) Police Department. Family health concerns caused me to return to Florida, sacrificing my career for my family. I am currently the Chief of Police in North Bay Village in Miami-Dade County, Florida. I also served as the Interim City Manager for a period of six months.

I was educated at Florida Atlantic University with a Bachelors degree in Business Administration with a concentration in Finance and Personnel Management and a Masters degree in Public Administration with a concentration in budgeting and administration. I also graduated from the FBI National Academy 207th Session and the Florida Department of Law Enforcement Chief's Executive Seminar. I also attended leadership studies at the University of Virginia. I am a certified police officer in the State of Florida.

I believe that I am uniquely qualified to provide the visionary and innovative leadership, direction, strategic planning, operations and administrative expertise that should be expected from an administrator in this position. I have benefited from serving as the catalyst for professionalism in an internationally recognized community and have the capability of tearing down the silos that negatively affect communications and team building. I have been involved in launching initiatives inside my City, as well as across our community while coordinating the response to high profile events (e.g. Anthrax bio-terrorism investigations) and introducing progressive management practices, have honed my internal leadership and management expertise. I have been involved in Developmental Planning in Juno Beach, Buckeye, and in my current position. I have also worked closely with the Community Redevelopment initiatives in Boca Raton to include a major annexation project in the western area of the City.

I have demonstrated the ability to develop strong working partnerships; I have excellent communication and problem-solving skills, and a solid foundation in the fundamentals of community-oriented law enforcement and public administration. My experience as an assessor and team leader for both the Commission for Florida Law Enforcement Accreditation (CFA) and the Commission on Accreditation for Law Enforcement Agencies would be a definite asset to the Lake Park community as it reviews the best methods for the delivery of law enforcement services.

I realize that a resume alone cannot detail all of my qualifications nor adequately convey my ability to carry out the responsibilities of this position. I would welcome an opportunity to meet with the selection committee to answer any questions they may have about my experience and abilities.

Sincerely,

Robert J. Daniels

RECEIVED
JAN 16 2015
BY: .....

ROBERT J. DANIELS

456 Oriole Circle
Jupiter, FL 33458 rjdan14@aol.com (561) 339-4026

GOVERNMENT EXECUTIVE

Visionary in developing the structure, mission and direction of organizations committed to community service. Organized and executed numerous cultural changes and reengineering strategies, taking each component and the entire agency to new levels of performance. Demonstrated success across functional disciplines and achieved significant results that can be measured in increased community support, protection and quality of life.

Derived success through leadership and motivation of people, empowering teams to perform at optimal levels and created a commitment to a common vision. Adept at traversing diverse agendas to forge collaboration, partnerships and alliances among municipal and state government, professional organizations, businesses and the community at large.

PROFESSIONAL EXPERIENCE

NORTH BAY VILLAGE POLICE DEPARTMENT – North Bay Village, Florida 2010- Present

Hired as the Chief of Police for a community located in the middle of Biscayne Bay, just east of the City of Miami and west of Miami Beach. The Department and City was in turmoil as union politics had decimated professional police protocols. Accountability and orders of conduct were instituted to change the Agency from the political machine it was to an apolitical Department with a Community Policing philosophy. Worked as the Interim City Manager for six months.

- Calmed labor unrest by successfully negotiating a new labor agreement and instituting a labor-management committee.
- Improved internal and external communications.
- Instituted the standards for the delivery of professional law enforcement services with the highest level of integrity.
- While Interim City Manager for six months, developed improved communications with the City Commission, initiated a park development project, and brought a successfully closure to a main line sewer and beautification project.
- Revitalized the City's Code Enforcement functions and Emergency Management Response.

BUCKEYE POLICE DEPARTMENT – Buckeye, Arizona 2009 – 2010

Hired as Chief of Police for this 660 square mile jurisdiction with a year round population of 50,000 and a staff of 95 individuals. Developed strategies to combat fiscal crisis while planning for future growth. Oversight of court security and code enforcement functions with 911 call center.

- Emphasis is on developing a professional department and repairing damage to community relations.
- Implemented exemplary practices of leadership for supervisors and staff.
- Instituted three phase plan for a new police radio communications system.
- Modified processes to flow efficiently and under accreditation standards.
- Organized training in Community Policing Concepts and Problem-Solving.
- Improved internal communication by instituting suggestion boxes and quarterly meetings.
- Implemented "Calls For Service" Diversion Program.
- Initiated process for strategic plan utilizing a cross section of the Department.

- Changed the patrol work schedule to minimize the use of overtime while maximizing opportunities for In Service Training.
- Revised Code of Ordinances to streamline operations and instituted fee based services.
- Instituted fair and equitable promotional process.
- Streamlined the budgetary process with input from members of the Department. Responsible for all budget

JUNO BEACH POLICE DEPARTMENT – Juno Beach, Florida 2006 – 2009

Hired as the Assistant Chief of Police to work with the Chief of Police to establish a progressive organization that empowers personnel to make a difference in the community while setting the members of the agency up for success, developing weaknesses into strengths. Completed the responsibilities of the Chief of Police in his absence and served four months as the Interim Chief of Police.

- Developed lines of communication internally with agency members and with the Community.
- Instituted an internal recognition program to better recognize the heart of the organization.
- Streamlined the recruitment process for officers and dispatchers while employing innovative retention strategies resulting in a fully staffed organization in year two of implementation.
- Utilized part time temporary positions to cover staffing.
- Identified opportunities for volunteers to assist the Department while demonstrating the value of volunteers to the members of the organization.
- Implemented the Incident Command Structure in response to major events within the jurisdiction.
- Developed a mentoring process for sergeants and training officers.
- Represented the Agency in collective bargaining negotiations while maintaining a rapport with line officers during the process.
- Member of the Town of Juno Beach Developmental Review Committee and Civic Association.
- Developed an Image Capture Enforcement Program and started research on an Alarm Monitoring Project.
- Developed additional funding sources from grant opportunities, trust funds, and other revenue sources.
- Educated members of the department on the budget process and sought feedback.

FLORIDA ATLANTIC UNIVERSITY POLICE SERVICES – Boca Raton, Florida 2005

Hired for the position of Deputy Chief but was elevated to the position of Interim Chief of Police after four months. Stabilizing a department in turmoil and raising the bar of accountability as the Agency strived to achieve accredited status with the Commission on Accreditation for Law Enforcement Agencies, Inc was the first charge. The importance of communications and accessibility to all levels of the 100+ employee organization has been stressed as well as the critical values of ethics, integrity, honesty, and professionalism.

- Instituted promotional and swearing in ceremonies as a method of recognizing exemplary performance and promoting pride in the Agency.
- Formed a policy review committee to involve non-command members in the process of policy development to obtain a better acceptance of changes and career development.
- Formed a training committee to give employees feedback on the training needs for the agency.
- Instituted a cross-sectional team to develop a Mission, Vision, and Value Statement that was representative of the agency to be utilized as a guide for recruitment, promotions, and discipline.
- Instituted suggestion boxes and quarterly communication meetings with the Chief as a method to maintain quality feedback between the administration and line-level personnel.
- Reorganized the Traffic and Parking services into the mainstream of the department.
- Reorganized all fiscal responsibilities under a reclassified position of Operations Manager.
- Empowered all employees to make a difference in their respective work areas to improve and recreate processes developed around a common mission and shared values.

- Opened lines of communications by developing a proactive suggestion policy, roll call meetings and interaction with the union leadership.
- Developed a leadership-mentoring program with senior management and supervisors as a precursor to a formal leadership development program.
- Increased the communication between administrators at the different campus locations and the department to foster a cooperative atmosphere on issues of mutual concern and a platform for strategic planning.
- Instituted an enhanced screening process for police applicants to include psychological screening and written work product samples to aid in the search for the best employees.

BOCA RATON POLICE SERVICES DEPARTMENT – Boca Raton, Florida 1978 to 2005

Career that started in 1978 with advancement over 26 years to the rank of Assistant Chief of Police, leading and managing in a nationally recognized department serving a population of 80,000+ with a recognized success in managing the dynamics of change. Worked with Police Officials at a major Florida University that has a main campus surrounded by the City of Boca Raton, developing protocols and policies, while improving communications. Challenged to introduce a fresh perspective and leadership that would create an agency prepared for the new millennium while improving performance while enhancing the quality of service. Also challenge with supplying police services to a newly annexed area with a large regional mall. As the second in command, designated to act as Chief of Police during his absence and have a dramatic impact on the agency.

Strategic, Financial & Operational Management

- Outlined a new mission, vision and direction to transform the view of the police department from "status quo" into a leading edge organization, embracing positive change and raising the bar of expectation.
- Experience in applying a pragmatic fiscal discipline and the effective allocation of resources and personnel while increasing the seizure of criminal assets.
- Co-facilitated the development of a strategic plan focusing on leadership development, recruitment, training and technology to provide the agency with the necessary tools to enhance performance
- Maintained open lines of communication with the community, City Manager, Mayor, City Council, department heads, and other agencies to promote collaboration and common goals.
- Prepared the agency for successful accreditation with State and National accreditation organizations.

Leadership & Team Building

- Co-Developed a top-flight management team that accepts the responsibility of improving the quality of life for our residents.
- Empowered all employees to make a difference in their respective work areas to improve and recreate processes developed around a common mission and shared values.
- Created a twelve-hour work schedule and district concept that increased the deployment of resources to the patrol function.
- Opened lines of communication at all levels by developing a proactive suggestion policy, roll call meetings and interaction with the leadership of the union representatives.
- Instituted cross-disciplinary teams addressing homelessness, sober houses, tutoring, neighborhood centers, recruiting and other contemporary issues.
- Instituted the Community Involved Traffic Enforcement (CITE) program, and approach that requires community-based solutions for traffic problems.
- Led the Agency's investigative response to Anthrax bio-terrorist attack, including multi-agency federal, state and local coordination including the expeditious development of related procedures.
- Led the development of preliminary plans for a Police/Fire training facility, which involved interaction with several city departments.

Technology & Equipment Optimization

- Undertook major radio systems implementation project and seamless relocation of the Communications Center.
- Played an integral role in the selection of a new Records Management System, Computer-Aided Dispatch (CAD) system, field reporting module and Mobile Computer Terminal (MCT) application that drove dramatic improvements in efficiency and officer access to key information in the field. Also implemented a crime analysis Geographic Information System (GIS).
- Developed several Capital Improvement projects to include refurbishment of an indoor firearms range, an automated vehicle locator system, and high-speed modems to replace existing laptop modems when technology changes.
- Formed an alliance with Boca Raton Community Hospital to place Automatic External Defibrillators in police patrol vehicles.

Homeland Security

- Coordinated critical facility assessments, mobilized all City Departments to address areas of concern, developed a response plan for each alert level, and oversight of the terrorism annex to the City's Emergency Management Plan.
- Developed a proposal for a unit of Domestic Protection Officers, who are government employees charged with the responsibility for providing security at all critical City-owned facilities.
- Responsible for Domestic Security issues citywide and a member of the Regional Domestic Security Task Force.

EDUCATION & TRAINING

FBI Executive Active Shooter 2013

CALEA Certified Team Leader 2005

Homeland Security Level III Certification
College of Forensic Examiners 2003

Florida Atlantic University
Masters in Public Admin. 1999

Federal Bureau of Investigation
FBI Nation Academy, 207th Session 2001

CALEA Certified Assessor 2000

Florida Executive Development
Federal Bureau of Investigation 1999

Florida Atlantic University
Bachelors in Business Admin. 1994

Institute of Police Traffic Management 1984

Ethics & Corruption Investigations 2013

ICS 100, 200, 300, 400, 700, & 800 2007

Director Homeland Security
City of Boca Raton 2002

University of Virginia
Post graduate course work 2001

FDLE Criminal Justice Executive Institute
Chief Executive Seminar – Class 29 2001

CFA Certified Team Leader/Assessor 1999

Certified Government Financial Manager
Association of Government Accountants 1996

Management Development Certification
Police Traffic Management
Institute of Government – PBCC 1991

Attended over 100 related courses.

PROFESSIONAL ASSOCIATIONS AND AFFILIATIONS

International Association of Chiefs of Police, Florida Police Chief's Association, Miami-Dade County Chiefs of Police Association, Association of Government Accountants, Association of Public-Safety Communications Officials, National Academy Alumni Association, Florida Public Pension Trustee Association, American College of Forensic Examiners International.

Best regards,

Julie D. Masters
QC Operations Manager
Residential Valuation Services
Wells Fargo | 301 S Tryon St 9th Floor | Charlotte, NC 28282
MAC Z2951-010
Cell# 904-563-6475

Julie.D.Masters@wellsfargo.com
This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation.

Bruna DiCenso

TOWN OF LAKE PARK

An Equal Opportunity Employer

EMPLOYMENT APPLICATION FORM

Please type or print clearly. Do not use pencil. Do not revise or reformat this application form in any way.
A separate application form containing the applicant's original signature is required for each position. Applications will not be accepted by fax. Completed applications must be submitted to the Human Resources Department, Lake Park Town Hall, 535 Park Avenue, Lake Park, Florida 33403. Applications must be complete at the time they are submitted. Please answer each question or insert "N/A" if the question is not applicable. Applications are accepted only for advertised positions.

In accordance with the provisions of the **Americans with Disabilities Act**, please notify the Human Resources Department at 561-881-3310 in advance if you require special accommodations to participate in the employment application process.

1. Position Applied For: Town Manager
(*Please state the position applied for exactly as it has been advertised.*)

2. Is this position: ☒ Full-time ☐ Part-time ☐ Temporary ☐ Intermittent (Seasonal)
(*Please check one of the above boxes.*)

3. How did you first learn about this position: ICMA website ?

4. Applicant's Last Name: DiCenso

5. Full First Name: Bruna Middle Name:

6. Applicant's Home Address: 6322 Blue Bay Circle
(*Do not use a post office box.*)

City: Lake Worth State: FL Zip Code: 33467

Home Telephone No. (*with area code*): (561) 444-2254 Cell Phone No. (*with area code*): (561) 777-2661

Email Address: bdicenso@yahoo.com

7. Social Security Number: [redacted]
(*The Town of Lake Park requests your social security number for the purpose of conducting pre-employment background checks, pre-employment physical examinations and drug screens, employment benefits, and income reporting. Your social security number will be used solely for these purposes.*)

8. Have you ever worked for the Town of Lake Park? Yes ☐ No ☒
If "yes", please provide position title(s), department(s), dates of employment, and reason for leaving:
N/A

RECEIVED
JAN 21 2015
BY:

9. Have you ever applied for a position with the Town of Lake Park before? Yes ☒ No ☒
If "yes", please provide the position(s) for which you applied and the date of your application(s):

Unsure

10. Do you have any relatives currently employed by the Town of Lake Park? Yes ☐ No ☒
If "yes", please print name, relationship to you and the Town department in which your relative works:

N/A

11. May we contact your present employer? Yes ☐ No ☒

12. Is there any reason that you would not be able to perform the responsibilities and tasks of the position for which you are applying? Yes ☐ No ☒

13. Can you work evenings? Yes ☒ No ☐

14. Can you work weekends? Yes ☒ No ☐

15. Are you legally able to work in the United States? Yes ☒ No ☐

16. Have you **EVER** been arrested, received a Notice to Appear, been charged, convicted, entered a plea of *nolo contendere* (no contest), entered a plea of guilty, been found guilty or had adjudication withheld in a criminal offense; or, are there any criminal charges now pending against you?

Yes ☐ No ☒

If "yes", please describe the charge and the outcome of the charges (please be sure to respond thoroughly and accurately to this question. Failure to answer accurately and fully or failure to disclose requested details on this application form will be counted as an omission of relevant facts and will be grounds for disqualification from consideration or revocation of job offer if recommended for hire):

N/A

17. Do you have a valid Florida (or out-of-state) driver's license? Yes ☒ No ☐ If your answer is "yes", please provide your driver's license number below and the issuing state:
Driver's License Number: [redacted] Issuing State: Florida

18. Do you have a valid Florida Commercial Driver's License (CDL)?

Yes ☐ No ☒

If "yes", indicate class below:

Class A ☐ Class B ☐ Class C ☐ Class D ☐ Chauffeur's License ☐
Expiration Date: N/A Endorsements: _____

[redacted]

Please provide your full name if different while attending school: Name did not change

High School or GED	
Full Name: Springfield High School	Date Graduated: June, 1986
Address: 101 S. Lewis	
City/State/Zip Code: Springfield, IL 62704	
College/University University of IL	
Full Name: Univ of IL at Springfield	Date Graduated: May, 1993
Address: Shepphard Rod	Major: Communication
City/State/Zip Code: Springfield, IL 62794	Degree: Bachelors
College/University	
Full Name:	Date Graduated:
Address:	Major:
City/State/Zip Code:	Degree:
Training/Vocational School	
Full Name:	Date Completed:
Address:	Licenses or Certifications:
City/State/Zip Code:	
NOTE: Please attach copies of degrees or certificates at the time of application.	

20. Please list all special skills, computer programs, office machines, equipment, tools, etc. that you are able to use:

MS Office Suite, Internet Research, Copy, Scan, Fax

21. Please list any trade or professional organizations to which you currently belong:

N/A

[redacted]

Commencing with your most recent employer, including self-employment, part-time employment, and military service (if applicable), please list in reverse chronological order your COMPLETE employment history. Please attach an addendum if needed to complete this section. (NOTE: If you are supplementing your application with a resume, all of the following requested information must be provided in your resume.)

Name of Employer: PDI, Inc.	Starting Date: 1/5/2015
Address: 300 Interpace Pkwy	Ending Date: Current
City/State: Parsippany, NJ Zip Code: 07054	Final Salary:
Telephone Number (with area code):	
Immediate Supervisor: Peter DeCarlo	
Your Position Title: Part-time Pharmaceutical Sales	
Duties and Responsibilities: Part-time respiratory relationship building with health care providers and pharmacists.	
Reason for Leaving: I am looking for full-time employment	

Name of Employer: Self Employed	Starting Date: 7/2010
Address: 6322 Blue Bay Circle	Ending Date: 12/2014
City/State: Lake Worth, FL Zip Code: 33467	Final Salary:
Telephone Number (with area code): 561-777-2661	
Immediate Supervisor: me	
Your Position Title: Consultant	
Duties and Responsibilities: Economic and Urban Consultant for municipalities, political entities, medical clinics, a country club and municipal developers.	
Reason for Leaving: I moved to Florida in 2012 and my contracts ended in 2014.	

Name of Employer: IL Dept. of Public Health	Starting Date: 11/2014
Address: 535 W. Jefferson	Ending Date: 8/2012
City/State: Springfield, IL Zip Code: 62701	Final Salary:
Telephone Number (with area code): 217-785-1455	
Immediate Supervisor: Bill Moran	
Your Position Title: Executive	

Duties and Responsibilities:

Part-time outreach and program management for the Ryan White Part B Grant.

Reason for Leaving:

Relocated to Florida with my spouse for his career.

Name of Employer: City of Springfield, IL	Starting Date: 6/2005
Address: 800 E. Monroe	Ending Date: 7/2010
City/State: Springfield, IL Zip Code: 62701	Final Salary:
Telephone Number (with area code): 217-789-2377	
Immediate Supervisor: Michael Farmer	
Your Position Title: Business Projects Mgr.	

Duties and Responsibilities:

Enterprise Zone Administrator, Tax Increment Finance Administrator

Reason for Leaving:

Became consultant and went out on my own.

23. Please explain any gaps in your employment history:

There are no gaps to report

24. Have you ever been fired, removed or dismissed from any position at any time?

Yes ☐ No ☒

If "yes", identify the employer and your job position, and explain why and include the date of the job action: N/A

I hereby certify that all statements in this application are true and complete. I understand that any misrepresentation or omission of information by me shall serve as a basis for termination of my employment with the Town of Lake Park. I further understand that unless this application is completed in detail, it will not be considered.

I hereby give my consent to the Town of Lake Park to investigate and verify any information provided on this application form and successive documents completed for the purpose of employment consideration. I consent to have background checks, pre-employment physical examinations, drug testing, reference checks and any other necessary investigations undertaken to determine my suitability for employment.

I hereby authorize any representative of the Town of Lake Park, bearing this release, or copy hereof, to obtain any information in your files pertaining to my educational background, attendance, employment history and disciplinary records. I hereby release any person who provides personnel file or applicant information pertaining to me from all claims of liability that might otherwise result from such information. I hereby release the Town of Lake Park or its employees from any and all liability for damages resulting from reference checks, background checks associated with this application.

I am further aware and understand that the Town of Lake Park requires its employees to adhere to numerous policies, rules, regulations and procedures, including but not limited to: (1) fingerprinting of its employees upon application and employment; (2) Equal Employment Opportunity Policy; (3) a Drug Free Workplace Policy; (4) drug screening requirements; and (5) a Tobacco Free Workplace Policy.

I voluntarily agree to abide by all Town policies if I am hired by the Town of Lake Park.

I further declare that if I am employed by the Town of Lake Park, and thus a recipient of public funds, that I affirm that I will support the Constitution of the United States and the State of Florida.

Applicant Full Name: Bruna Elizabeth DiCenso
(please print)

Bruna E. DiCen
Signature of Applicant

1/20/2015
Date

N/A
Signature of Applicant's Parent or Legal Guardian
(if applicant is a minor)

Date

Bruna E. "Bissi" DiCenso
6322 Blue Bay Circle
Lake Worth, Florida 33467
Phone: 561.777.2661
Email:

RECEIVED
JAN 13 2015
BY: NR

January 11, 2015

Human Resources Department
Lake Park Town Hall
535 Park Avenue
Lake Park, Florida 33403

Dear Hiring Director:

I respectfully submit my resume for the position of Town Manager for the town of Lake Park, as advertised on www.icma.org.

My strength is the ability to bring diverse opinions and agendas together to accomplish unified, cohesive goals. I developed my leadership skills with the Greater Springfield, Illinois Chamber of Commerce, the Illinois Development Finance Authority, The Illinois Department of Commerce and Economic Opportunity, The City of Springfield Office of Planning and Economic Development and the Illinois Department of Public Health HUD HOPWA office.

With over 24 years of government management experience, my skills are an ideal fit for the role. My experience encompasses Tax Increment Finance Administration, Enterprise Zone Tax Abatement Calculations, business attraction, retention and expansion, redevelopment of blight, HUD housing and disaster recovery. I bring a fresh perspective, high energy and proven results to your city.

My expertise is utilizing TIF funds, CDBG funds, and Enterprise Zone benefits to bridge the financing gap, bringing proposed projects to fruition to create jobs, revitalize blight and grow the tax base. I am experienced in the areas of planning, zoning, permitting, wastewater, EPA requirements and workforce development. I have worked with CDBG Disaster Recovery funds. I am licensed Realtor in the State of Florida and also a Notary Public.

I enjoy public speaking in front of large groups and have extensive experience presenting projects to city council, explaining plans and programs to neighborhood associations, developers and civic groups and presenting to Boards of Directors and elected officials to outline project phases and process timelines. I skillfully negotiated with local labor unions for TIF use and successfully ended a lawsuit against the City of Springfield.

As the employer, you are hiring a professional, well-spoken, ethical leader who embraces diversity and practices community inclusion. I am flexible, team-oriented and passionate about economic development and civic engagement.

Please do not hesitate to call me with any questions you may have at 561-777-2661.

Sincerely,

Bruna E. DiCenso

Bruna "Bissi" DiCenso

BRUNA "BISSI" DICENSO

6322 Blue Bay Circle Lake Worth, Florida 33467 (561) 777-2661

GOVERNMENT ADMINISTRATIVE PROFESSIONAL

SUMMARY OF QUALIFICATIONS:

- Consensus builder, strategic partnership and relationship builder with executive level experience.
- Skilled negotiator who excels at finding common ground and bringing opposing opinions together to create one cohesive voice.
- Strong leader who leads by example and is passionate about business development.
- Self-motivated, innovative professional with a keen eye for detail and excellent business acumen.
- Strong decision maker who fosters positive relationships with key clients, stakeholders, employees, management and executives.

Consultant – Self Employed, Springfield and Chicago, Illinois and Lake Worth, Florida 07/2010-Present

- Conducts public hearings for clients in accordance with the Tax Increment Finance Statutes; gathers and analyzes input and attitudes of constituents.
- Researches parcels of land, zoning, permitting and environmental regulations for land development, performs due diligence and structures deals utilizing public and private funds.
- Capacity building, skillfully builds consensus to form one cohesive voice, neighborhood stabilization initiatives to cure blight utilizing CDBG.
- Manages all facets of project management (budget, schedule, procurement, quality & risk) for municipal redevelopment projects including planning, reimbursements, auditing certified payroll, recordation of façade easements and closeout.
- Contract execution, compliance and management, including redevelopment agreements and leases.
- Interfaces directly with developers to define project requirements.
- Prepares scope of work, project delivery resource requirements, cost estimate and budget, schedule and milestones, quality control, and risk identification.
- Conducts standard request for capital improvement proposals; completes bid analysis; recommends resources to municipal leaders.
- Workforce Development program design, implementation and management.
- Leads project delivery resources and team providing project guidance and direction to achieve project goals.
- Implements communication plan for meetings, written reports and meeting minutes to keep client and project resources informed.
- Facilitates project meetings, implements project documentation governance aligned with laws, ordinances, statutes and client requirements.
- Tracks progress of each project against goals, objectives, approved budgets, approved timelines.
- Reports status and variances, creates action plans to meet objectives, budget and schedule.
- Demonstrates ability to identify project risks, develop risk mitigation and contingency plans, and implement action plans to reduce or eliminate project risks.

FLORIDA CLIENTS - PRIVATE COUNTRY CLUB, MUNICIPAL CONTRACTOR, MEDICAL MARKETER,
Lake Worth, Florida 2013-2014

Office Manager/Community Development/Marketing

- Researched county ordinances, permitting and zoning requirements for pump station replacement, water main repairs and ground water discharging.
- Coordinated utility work with the Superintendent of Golf, the POA and 19 HOA courts.
- Wrote columns and articles for the General Manager for national golf magazines and industry journals.
- Researched trends in country club management, municipal growth and natural medical therapies.
- Analyzed sales against payroll and suggested options for cutbacks and cash flow.
- Developed policies for disaster recovery evacuations, safety and cleanup.
- Presented referral options for physicians with patients with hyperlipidemia.
- Assists in the research and hiring of executive staff.

- Conducted strategic facilities planning for clients who had multiple sites or were considering expanding to multiple sites, including assessment of client's facilities, space needs, program goals, financial capacity, and service area demographics and packaged the financial terms of the deal.
- Recommended and prioritized disposition, consolidation, and/or relocation strategies based on findings from assessment.
- Managed all aspects of such site visits including coordinating Project Team Members and outside real estate professionals as necessary.
- Coordinated all predevelopment work associated with projects including due diligence on buildings and land, building acquisition oversight, preparing RFQs and RFPs for hiring architects, engineers, contractors, and other professionals.
- Solicited bids from and secured various real estate professionals and vendors for work on projects. Evaluated and made recommendations on bids and negotiated terms of work and approved hiring of vendors in conformity with procurement policies.
- Worked with lender's Closing and Escrow Services (CES) Department and government officials to coordinate the financial closing of projects prior to construction.
- Prepared written reports and analyses as necessary for projects, including real estate project feasibility reports, facility assessment reports, and other consulting reports as required by the project.
- Assessed the status of projects against the plan and schedule, identified actual or potential problems, and facilitated and guided solutions to ensure that the projects were completed as planned.
- Maintained files and informed Director of apprised progress through regular updates or meetings and by copying city Mayor on important correspondence related to the project.
- Made presentations to and facilitated meetings with clients, represented Director and Mayor at meetings, presentations and events, when requested by the Director or Mayor and prepared written materials on projects for other city departments as needed.
- Met with potential clients, developed consulting proposals with assistance from the Director and followed-up as necessary to obtain redevelopment agreements.

HIGHLIGHTS:

- Created first TIF program for homeowners ensuring neighborhood revitalization.
- Created first TIF Super Sunday Sales program for retailers and restaurants that extended weekend hours of operation for downtown businesses.

EDUCATION

Bachelor of Arts, Communications, University of Illinois at Springfield
Licensed Realtor and Notary Public, State of Florida

NOTABLE

The Greater Springfield, Illinois Leadership Institute - Graduate

2000 National SBO/SBAP Conference – Moderator

Illinois Times, Wednesday, Aug. 15, 2007 – Article Mention

State Journal Register, October 23, 2008 – Quoted

VOLUNTEER

The March of Dimes, Chef's Auction Fundraiser – Board Member 2003-2007, Springfield, IL

Springfield Animal Protective League – Fundraiser, Sponsor and Animal Advocate 1993-2012 Springfield, IL

Bethesda Health – Volunteer 2012-Present, Palm Beach County, Florida

Justin Bartlett Animal Rescue – Volunteer-2014-Present, Palm Beach County, Florida

REFERENCES
Bruna E. DiCenso

Mr. Michael Daly
Chief of Staff, Retired
U.S. Senator Richard "Dick" Durbin
Chicago, Illinois
(312) 209-4587

Mr. Daniel Kovats
Downstate Regional Field Director
U.S. Senator Richard "Dick" Durbin
Springfield, Illinois
(773) 351-7818

Mr. Cory Jobe
Alderman, Ward 6, City of Springfield, IL
Springfield, Illinois 62704
(217) 622-9630

Mr. Michael J. Farmer
Director, Department of Planning and Economic Development, City of Springfield, IL
800 E. Monroe Street
Springfield, Illinois 62701
(217) 789-2377

Mr. Leslie Karen
General Manager, Winter Park Racquet Club
2111 Via Tuscany
Winter Park, Florida 32789
561-308-8843

Sheila Stocks-Smith
Former Mayoral Candidate and City of Springfield Education Liaison
2167 Greenbriar Drive
Springfield, Illinois 62704
(217) 691-9124

Ms. BethAnn Hudson
Oncology Specialty Representative, Genentech
1634 Bates
Springfield, Illinois 62704
(217) 741-2031

James D. Drumm

TOWN OF LAKE PARK

An Equal Opportunity Employer

EMPLOYMENT APPLICATION FORM

Please type or print clearly. Do not use pencil. Do not revise or reformat this application form in any way. A separate application form containing the applicant's original signature is required for each position. Applications will not be accepted by fax. Completed applications must be submitted **by the applicant directly to the Human Resources Department**, Lake Park Town Hall, 535 Park Avenue, Lake Park, Florida 33403. Applications must be complete at the time they are submitted. Please answer each question or insert "N/A" if the question is not applicable. Applications are accepted only for advertised positions.

In accordance with the provisions of the **Americans with Disabilities Act**, please notify the Human Resources Department at 561-881-3310 in advance if you require special accommodations to participate in the employment application process.

1. Position Applied For: Town Manager
(*Please state the position applied for exactly as it has been advertised.*)

2. Is this position: ☒ Full-time ☐ Part-time ☐ Temporary ☐ Intermittent (Seasonal)
(*Please check one of the above boxes.*)

3. How did you first learn about this position: FLC website ?

4. Applicant's Last Name: Drumm

5. Full First Name: James Middle Name: David

6. Applicant's Home Address: 37309 Fountain Rd.
(*Do not use a post office box.*)

City: Zephyrhills State: FL Zip Code: 33542

Home Telephone No. (*with area code*): NA Cell Phone No. (*with area code*): 352-226-6533

Email Address: jdrumm825@aol.com

7. Social Security Number: [redacted]
(*The Town of Lake Park requests your social security number for the purpose of conducting pre-employment background checks, pre-employment physical examinations and drug screens, employment benefits, and income reporting. Your social security number will be used solely for these purposes.*)

8. Have you ever worked for the Town of Lake Park? Yes ☐ No ☒
If "yes", please provide position title(s), department(s), dates of employment, and reason for leaving:

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JAN 21 2015
BY: .....

9. Have you ever applied for a position with the Town of Lake Park before? Yes ☐ No ☒
If "yes", please provide the position(s) for which you applied and the date of your application(s):

_____

_____

_____

10. Do you have any relatives currently employed by the Town of Lake Park? Yes ☐ No ☒
If "yes", please print name, relationship to you and the Town department in which your relative works:

_____

11. May we contact your present employer? Yes ☒ No ☐

12. Is there any reason that you would not be able to perform the responsibilities and tasks of the position for which you are applying? Yes ☐ No ☒

13. Can you work evenings? Yes ☒ No ☐

14. Can you work weekends? Yes ☒ No ☐

15. Are you legally able to work in the United States? Yes ☒ No ☐

16. Have you **EVER** been arrested, received a Notice to Appear, been charged, convicted, entered a plea of *nolo contendere* (no contest), entered a plea of guilty, been found guilty or had adjudication withheld in a criminal offense; or, are there any criminal charges now pending against you?

Yes ☐ No ☒

If "yes", please describe the charge and the outcome of the charges (please be sure to respond thoroughly and accurately to this question. Failure to answer accurately and fully or failure to disclose requested details on this application form will be counted as an omission of relevant facts and will be grounds for disqualification from consideration or revocation of job offer if recommended for hire):

_____

_____

_____

_____

17. Do you have a valid Florida (or out-of-state) driver's license? Yes ☒ No ☐ If your answer is "yes", please provide your driver's license number below and the issuing state:
Driver's License Number: [redacted] Issuing State: FL

18. Do you have a valid Florida Commercial Driver's License (CDL)?

Yes ☐ No ☒

If "yes", indicate class below:

Class A ☐ Class B ☐ Class C ☐ Class D ☐ Chauffeur's License ☐

Expiration Date: _____ Endorsements: _____

19. EDUCATION AND TRAINING HISTORY

Please provide your full name if different while attending school: Same

High School or GED	
Full Name: Winter Haven Sr. HighSchool	Date Graduated: June 1981
Address: 500 6th St. SE	
City/State/Zip Code: Winter Haven FL 33880	
College/University	
Full Name: University of Florida	Date Graduated: June 1985
Address: Tigert Hall	Major: Political Science/Public Admin
City/State/Zip Code: Gainesville, FL 32601	Degree: B.A.
College/University	
Full Name: University of South Florida	Date Graduated: May 1988
Address: Fowler Ave	Major: Public Administration
City/State/Zip Code: Tampa, FL 33620	Degree: Master of Public Administration
Training/Vocational School	
Full Name:	Date Completed:
Address:	Licenses or Certifications:
City/State/Zip Code:	
NOTE: Please attach copies of degrees or certificates at the time of application.	

20. Please list all special skills, computer programs, office machines, equipment, tools, etc. that you are able to use:

microsoft programs: word, excel, outlook
Finance, utility billing, records management

21. Please list any trade or professional organizations to which you currently belong:

International City Management Assn. (ICMA)
Florida City/County Management Assn. (FCCMA)

2. EMPLOYMENT HISTORY

Commencing with your most recent employer, including self-employment, part-time employment, and military service (if applicable), please list in reverse chronological order your COMPLETE employment history. Please attach an addendum if needed to complete this section. (NOTE: If you are supplementing your application with a resume, all of the following requested information must be provided in your resume.)

Name of Employer: City of Zephyrhills	Starting Date: 5-19-2011
Address: 5335 8th St	Ending Date: 4-25-2014
City/State: Zephyrhills FL Zip Code: 33542	Final Salary: $97,400
Telephone Number (with area code): 813-780-0009	
Your Immediate Supervisor: City Council	
Your Position Title: City Manager	

Duties and Responsibilities: managed all 11 city departments, Budget preparation and oversight, Capital planning, grants-writing and managed, Capital project management, visioning/Planning, downtown redevelopment, economic development (retail and Industrial), Collective bargaining, contract negotiations, policy review and advisement for policy changes and updates, managed Community Redevelopment Agency (CRA), Coordinated with County + State Agencies Resolved citizen complaints + concerns, Directed training + mentored staff.

Reason for Leaving: I voluntarily resigned. I learned that I did not have the 4/5 votes to renew my 3 year contract as two councilmen were wanting to rehire the former City manager who had over 20 years of service to the city, he had become a professor but when his 3yr contract was not renewed by the University, he actively sought re appointment as city manager. I was concerned this would cause a divided staff + Council. Separation was amicable.

Name of Employer: City of High Springs	Starting Date: March 8, 2004
Address: 110 NW 1st Av	Ending Date: Oct 21, 2010
City/State: High Springs FL Zip Code: 32643	Final Salary: $ 87,200
Telephone Number (with area code): 386-454-1416 X239	
Your Immediate Supervisor: City Commission	
Your Position Title: City Manager	

Duties and Responsibilities: managed all departments, prepared and managed Budget, Grant writing, managed Capital projects, visioning/planning, downtown redevelopment, economic development, worked with Water Mgt District and FDA Legislative delegation for funding, renewed operations and fee structures, developed policies, negotiated contracts, prepared bid specs, negotiated union contracts, managed CRA and served as City Clerk.

Reason for Leaving: Resigned due to political shift of City Commission majority after a vote was taken to begin process to consider terminating my contract for "No cause".

Commencing with your most recent employer, including self-employment, part-time employment, and military service (if applicable), please list in reverse chronological order your COMPLETE employment history. Please attach an addendum if needed to complete this section. (NOTE: If you are supplementing your application with a resume, all of the following requested information must be provided in your resume.)

Name of Employer: municipal mgt/Planning Consulting	Starting Date: 3-1-2002
Address: 475 E. Haines Blvd.	Ending Date: 3-5-2004
City/State: Lake Alfred FL Zip Code: 33850	Final Salary: varied due
Telephone Number (with area code): out of business	to level of assigned
Your Immediate Supervisor: clients	work. ~ 60,000 yr.
Your Position Title: management/Planning Consultant	
Duties and Responsibilities: Conducted management studies, conducted personnel policy studies, grant writing, managed capital construction projects, Served as Contract City Planner for two cities which involved all Planning/Zoning/landuse functions. Served as an interim Asst Town manager - Polk city FL during this time.	
Reason for Leaving: Closed business to accept the position of City manager in High Springs.	

Name of Employer: City of Lake Alfred	Starting Date: 5-17-1994
Address: 155 E Pomelo St.	Ending Date: 12-17-2001
City/State: Lake Alfred FL Zip Code: 33850	Final Salary: $56,200
Telephone Number (with area code): 863-291-5270	
Your Immediate Supervisor: City Commission	
Your Position Title: City Manager	
Duties and Responsibilities: managed all departments, prepared and managed Budget, Grant writing, managed Capital projects, Served as HR Dir. and Planner for City, economic development, Served on intergovernmental Boards & Committees, negotiated contracts and developed policy, Prepared agendas, Resolved citizen concerns.	
Reason for Leaving: Resigned as an election removed a "pro growth" City Commission majority and replaced it with a "NO growth" majority.	

Commencing with your most recent employer, including self-employment, part-time employment, and military service (if applicable), please list in reverse chronological order your COMPLETE employment history. Please attach an addendum if needed to complete this section. (NOTE: If you are supplementing your application with a resume, all of the following requested information must be provided in your resume.)

Name of Employer: City of Auburndale	Starting Date: 8-5-1989
Address: PO Box 186	Ending Date: 4-29-1994
City/State: Auburndale FL Zip Code: 33823	Final Salary: $ 33,500
Telephone Number (with area code): 863-965-5500	
Your Immediate Supervisor: Robert Green, City Manager	
Your Position Title: Assistant City Manager	
Duties and Responsibilities: assisted in management of city departments. Assisted in preparation of Budget and Budget oversight, grant writing, managed capital projects, wrote policy and ordinances served as staff to Boards + Committees (Historic Preservation Bd. and CRA). position also involved serving as Personnel Director.	
Reason for Leaving: Resigned to accept Lake Alfred city manager position	

Name of Employer: Hernando County BOCC	Starting Date: Dec 5, 1988
Address: 10 N Brooksville Av	Ending Date: Aug 2, 1989
City/State: Brooksville FL Zip Code: 34601	Final Salary: $ 22,500
Telephone Number (with area code): 352-754-4000	
Your Immediate Supervisor: Charles Hetrick, county manager	
Your Position Title: Management Analyst	
Duties and Responsibilities: Conducted Organizational Analysis and Development Studies, established performance criteria, assisted dept. directors with goals and Budget preparation. Presented Studies to the County Commission. Served as staff to appointed citizen advisory boards.	
Reason for Leaving: Resigned to accept employment with the City of Auburndale.	

22. EMPLOYMENT HISTORY (continued)

Name of Employer: Southwest Florida Water Mgt. District	Starting Date: 4-10-1988
Address: 2379 Broad St.	Ending Date: 9-21-1988
City/State: Brooksville FL Zip Code: 34601	Final Salary: 17,500
Telephone Number (with area code): 352-796-7211	
Your Immediate Supervisor: Curtis Diggs, Personnel Mgr.	
Your Position Title: Personnel Specialist	

Duties and Responsibilities: Conducted position audits, created job descriptions, conducted salary surveys, and performed general Human Resources duties.

Reason for Leaving: Position was a 6 month Temporary Contract job, and when the contract ended, so did the funding.

Name of Employer: City of Gulfport	Starting Date: 4-20-1987
Address: 5330 23rd Ave South	Ending Date: 7-24-1987
City/State: Gulfport FL Zip Code: 33711	Final Salary: Do not recall
Telephone Number (with area code): 727-893-1000	
Your Immediate Supervisor: Kathy Rice, City Manager	
Your Position Title: Personnel Analyst (intern)	

Duties and Responsibilities:

Reason for Leaving: This was a temporary internship position

23. Please explain any gaps in your employment history:

4-25-2014 - present - actively seeking employment
10-21-2010 - 5-19-2011 - stay at home dad with toddler - actively sought employment
12-17-2001 - 3-1-2002 - Traveled to NewYork and Connecticut to visit family.

24. Have you ever been fired, removed or dismissed from any position at any time?

Yes ☐ No ☒

If "yes", identify the employer and your job position, and explain why and include the date of the job action: _____

25. APPLICANT'S STATEMENT AND AUTHORITY TO RELEASE INFORMATION

I hereby certify that all statements in this application, and accompanying resume if provided, are true and complete. I understand that any falsification, misrepresentation or omission of information by me shall serve as a basis for disqualification from consideration for employment or termination of my employment with the Town of Lake Park. I further understand that unless this application is completed in detail, it will not be considered.

I hereby give my consent to the Town of Lake Park to investigate and verify any information provided on this application form and successive documents completed for the purpose of employment consideration. All applicants shall be subject to a criminal background check. I consent to have background checks, pre-employment physical examinations, drug testing, reference checks and any other necessary investigations undertaken to determine my suitability for employment.

I hereby authorize any representative of the Town of Lake Park, bearing this release, or copy hereof, to obtain any information in your files pertaining to my educational background, attendance, employment history and disciplinary records. I hereby release any person who provides personnel file or applicant information pertaining to me from all claims of liability that might otherwise result from such information. I hereby release the Town of Lake Park or its employees from any and all liability for damages resulting from reference checks, background checks associated with this application.

I am further aware and understand that the Town of Lake Park requires its employees to adhere to numerous policies, rules, regulations and procedures, including but not limited to: (1) fingerprinting of its employees upon application and employment; (2) Equal Employment Opportunity Policy; (3) a Drug Free Workplace Policy; (4) drug screening requirements; and (5) a Tobacco Free Workplace Policy.

I voluntarily agree to abide by all Town policies if I am hired by the Town of Lake Park.

I further declare that if I am employed by the Town of Lake Park, and thus a recipient of public funds, that I affirm that I will support the Constitution of the United States and the State of Florida.

Applicant Full Name: James David Drumm
(please print)

James D. Drumm — Jan. 21, 2015

Signature of Applicant — Date

Signature of Applicant's Parent or Legal Guardian (if applicant is a minor) — Date

The Town of Lake Park is an Equal Opportunity Employer.

University of South Florida

has conferred on

James David Dearm

the degree of

Master of Public Administration

[illegible] in consideration
of the satisfactory completion of the [illegible] prescribed by the Faculty of the

College of Social and Behavioral Sciences

In Witness Whereof [illegible] the seal of the University
of Tampa, Florida, this [illegible] day of April, [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

RECEIVED
JAN 15 2015
BY: ...MR.....

January 12, 2015

Honorable Mayor and Town Council, Town of Lake Park
C/O Ms. Bambi McKibbon-Turner M.S. HRM
Human Resources Director
535 Lake Avenue
Lake Park, Florida 33403

Dear Mayor DuBois and members of the Town Council:

I submit my resume for the position of City Manager. I have nearly 25 years of public management experience, with the majority of this time as a Florida City Manager. I am a "hands on" manager, however I do not micromanage. I do work with the Mayor, Council, department directors and management staff as a team. We set goals, measure success and achieve results. I have a great understanding of Florida municipal law and the many varied aspects of municipal government, from record archiving, public finance, budgeting, purchasing, community planning, to excelling in program delivery in crucial areas such as emergency services and the public works capital projects. I am available to the citizens, staff, and elected officials and can develop and maintain effective relationships with local and state officials to ensure that organizational priorities are addressed.

I recently served as City Manager of Zephyrhills, Florida, in the north Tampa Bay area. I managed 165 employees and a Budget just over $60 Million. The population is 14,800 people, which swells in winter to approximately 29,000. Zephyrhills is experiencing growth also in our permanent population due to the City of Tampa rapidly moving outward with development. The State indicated that Zephyrhills was ranked 23 of the top 100 cities in growth last year. We have been very active in planning for this growth and in constructing major capital improvements to advance our City. In Zephyrhills our goal is to grow, redevelop older neighborhoods in our community, and protect our history and small town atmosphere. Zephyrhills is a full service City with police, fire, finance, human resources, water, wastewater, stormwater, streets, parks and recreation, cemetery, sanitation, fleet, planning, economic development, building, information technology, airport, golf course, industrial park, library and two museums.

I previously served six and one half years as City Manager of High Springs, Florida. High Springs is a vibrant historic eco-tourism community located just northwest of Gainesville in Alachua County. The City has full municipal services. These services I managed included police, fire, finance, state license plates (tax collection), water, wastewater, stormwater, streets, farmer's market, parks and recreation, cemetery, sanitation (contracted), planning, development and codes. I managed 69 employees and the Budget was just over $19 Million. High Springs is 22 square miles in size and currently has 5,500 residents. In High Springs, our goal was to protect the natural and historic resources of the City (and surrounding areas) while promoting tourism, sustainability and planned growth.

I also previously served seven and one half years as City Manager of Lake Alfred, Florida. Lake Alfred is a full service city located along Interstate Highway 4 between Tampa and Orlando. Services 1 managed in that city included police, fire, finance, water, wastewater, stormwater, streets, parks and recreation, public beach, cemeteries, sanitation, central garage, planning, building and zoning and the library. I managed 72 employees and my Budget was $7 Million. The City of Lake Alfred has approximately 5,000 residents in the city limits and 2,200 within a utility service area outside the city.

I previously served as the Assistant City Manager in Auburndale, Florida, which is approximately 13,000 in population with an additional 8,000 living in the utility service area outside the city. Auburndale also is a full service city with the same functions as High Springs and Lake Alfred. In Auburndale, I assisted in the management of 170 employees and a Budget that ranged from $12-21 Million.

I have been successful in my career with grants, which have involved road construction, drainage, sidewalks, historic preservation, Main Street Program (Downtown Redevelopment), recreation facilities, park development, beach restoration (lake), sustainability planning/implementation, farmer's market expansion, urban forestry, drainage improvements, water line extensions, sewer line extensions, fire station renovations, law enforcement programs, computers, fire equipment, housing improvements, low income rental assistance, and other community improvements.

I have a great appreciation of history and historic preservation. In the mid 1990's I worked with community stakeholders to achieve a Main Street City designation and a "Certified Local Government " designation to launch a revitalization of historic downtown Auburndale. In 2006, I again motivated the businesses owners and community leaders in High Springs and we were awarded the designation of "Main Street City". That truly provided us platform for historic preservation improvements and to market our town for visitors and for the recruitment of new businesses.

I have been active with community and intergovernmental relations, as my resume describes. I have served on multi-jurisdictional boards and committees representing my City. I have been actively involved with the Chamber of Commerce and local economic development agencies. I have been successful in working to maintain and recruit businesses in my communities.

While serving as City Manager, I have always had active press and citizen participation. I worked with committees and the elected officials as a consensus builder in addressing community concerns and in developing and prioritizing the goals and objectives for the City. Many of these goals were accomplished, such as downtown streetscaping, City Hall restoration, emergency equipment upgrades, utility extensions, purchase of County and private utility system, creation of community gardens, Community Center expansion and new park development to name just a few.

As your Town Manager, I would partner with the Mayor, Town Council and staff to efficiently and effectively provide the quality services the citizens of Lake Park have come to expect. I am confident that with my advanced education, work experience, commitment to public service, and strong work ethic that I can handle the challenge of being your Town Manager.

My wife, six year old son and I have visited Palm Beach County many times and would be happy to relocate to Lake Park. I would be pleased to discuss my interest in the position and my qualifications further either by telephone or in person. My salary expectations are negotiable and would be between $114,000-$117,000 depending on the other benefits offered. I am available by telephone at 352-226-6533. I thank you in advance for consideration of my application.

Sincerely,

James D. Drumm

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JAN 15 2015
BY: ...NR.....

James D. Drumm

P.O. Box 1377
Zephyrhills, Florida 33539
(352) 226-6533
jdrumm825@aol.com

CAREER SUMMARY

I have over 20 years of professional Florida city management experience in full service cities. I have been successful in budgeting; financial management; grant writing; capital project management; policy development; inter-governmental relations; emergency and disaster response; media relations; visioning; community planning; economic development; downtown redevelopment; developing public works and utilities infrastructure; collective bargaining; developing and mentoring city staff to their potential; and working with dedicated staff members to provide quality services to the citizens we serve.

WORK EXPERIENCE

May 2011-April 2014 — **City of Zephyrhills, Florida**
City Manager

- Management over the operation and employees of all 11 City departments with services including: police, fire, finance, human resources, water, wastewater, stormwater, streets, parks and recreation, cemetery, sanitation, fleet, planning, economic development, building, code enforcement, general aviation airport, golf course, industrial park, library and two museums.
- Preparation and management of the annual budget ($60 Million)
- Planned and managed capital construction projects
- Supervised and participated in long/short range community planning : historic preservation, downtown re-development, economic development, industrial corridor, and airport expansion
- Prepared and presented agenda items and recommended legislation to the City Council
- Represented the City at meetings with Federal, State and County officials
- Writing and managing grant funded projects and community programs
- Analyzed codes, policies and operations so to implement improvements in efficiency and effectiveness of City services
- Developed a cohesive management team of professionals so to address improving and maintaining quality services while facing budget shortfalls due to the "Great Recession"
- Work involved many interactions with elected officials, Federal State, and County Agencies, City Boards, state/regional municipal leagues, non-profit organizations, civic groups, engineers, planners, developers and the general public
- Negotiated Collective Bargaining agreements
- Managed the Community Redevelopment Agency (CRA)

March 2004-October 2010 — **City of High Springs, Florida**
City Manager

- Management over the operation and employees of all City departments with services including: police, fire, finance, state license plates (tax collection), water, wastewater, stormwater, streets, farmer's market, parks and recreation, cemetery, sanitation (contracted), planning, development and codes.
- Preparation and management of the annual budget ($19 Million)
- Planned and managed capital projects
- Conducted long and short range community planning
- Prepared and presented agenda items and recommended legislation to the City Commission

- Represented the City on intergovernmental boards and at meeting with Federal, State and County officials
- Writing and managing grant projects
- Analyzed codes, policies and operations so to implement improvements in efficiency and effectiveness of City services
- Developed a professional management team to address customer service, operations and emergencies (i.e. Tropical storms, Hurricanes Frances and Jeanne)
- Work involved many interactions with elected officials, City Boards, state/regional municipal leagues, community organizations, engineers, planners, developers and the general public
- Responsibilities included serving as the City Clerk, which involved records management and supervision of municipal elections
- Served as Personnel Director
- Served as Community Redevelopment Agency (CRA) Executive Director.

March 2002- March 2004 **Self-Employed, Lake Alfred, Florida**

Management/Planning Consultant

- Conducted management studies
- Reviewed and conducted pay and classification studies
- Conducted personnel policy reviews and updates
- Reviewed and updated codes and policies
- Grant writing
- Supervised and conducted projects in annexation, land use planning and water/sewer utilities operations/expansions, growth management and various municipal management issues
- Served as Interim Assistant Town Manager of Polk City, Florida for14 months.

May 1994- December 2001 **City of Lake Alfred, Florida**

City Manager

- Management over the operation and employees of all City departments with services including: police, fire, finance, water, wastewater, stormwater, streets, parks and recreation, cemeteries, sanitation, central garage, planning, building and zoning and the library.
- Preparation and management of the annual Budget ($7 Million)
- Conducted long and short range community planning
- Recommended and prepared local legislation for the City Commission
- Prepared and presented agenda items
- Represented the City on intergovernmental boards at meetings and with County and State Officials
- Grant writing
- Analyzed codes, organizational policies and operations to improve efficiency and effectiveness of City services
- Interaction with elected officials, City Boards, community organizations, engineers, planners, developers and the general public
- Served as the Personnel Director
- Served as Interim Public Works Director on two separate occasions (nine months)
- Served as interim City Clerk on two separate occasions (ten months), which included the supervision of two municipal elections

August 1989- May 1994 **City of Auburndale, Florida**

Assistant City Manager

- Assisted in the management over the operations of all City departments (full service City)
- Assisted in the preparation and management of the annual Budget ($21 Million)
- Managed the City's personnel and purchasing programs
- Conducted and coordinated special projects
- Intergovernmental coordination through serving on boards and committees

- Staff coordinator to the Community Redevelopment Agency (CRA and other appointed municipal boards
- Grant writing
- Represented the City or the City Manager at meetings or conferences
- Acted as City Manager in his absence, to include representing Administration at City Commission meetings
- Analyzed organizational policies and operations so to recommend and implement effective and efficient programs
- Public relations with the press, the business community, as well as addressing public concerns communicated to the City Manager's Office

December 1988-August 1989 **The Office of the County Manager**
Management Analyst **Hernando County, Brooksville, Florida**

- Organizational analysis and development
- Conducted studies involving County procedures, policies and operations
- Analyzed data, determined results and made recommendations for improved operations
- Analyzed workflow, job duties and reporting relationships in order to improve operations and accountability
- Worked with County Commissions appointed citizen task force
- Reviewed department manager's proposed budgets and presentations
- Organized and facilitated Quality Circle Teams and created job classifications and descriptions

April- September 1988 **Southwest Florida Water Management District**
Personnel Specialist **Brooksville, Florida**

- Conducted position audits and developed job descriptions
- Analyzed benefits and salary survey data and provided recommendations to the Human Resources Director
- Water Management District comprised of 16 counties

May- July 1987 **City of Gulfport, Florida**
Personnel Analyst/Intern

- Analyzed departmental functions
- Recommended consolidations of positions and departments
- Conducted position classification studies
- Developed job descriptions for all municipal positions
- Analyzed salary survey materials
- Created employee education programs
- Conducting various personnel research projects

EDUCATION

1986-1988 **University of South Florida, Tampa, Florida**

- Master of Public Administration
  Concentration-Public Management

1981-1985 **University of Florida, Gainesville, Florida**

- Bachelor of Arts
  Major-Political Science, Concentration-Public Administration

CREDENTIAL PROGRAM

- Credentialed City Manager-International City/County Management Association (ICMA) Washington, District of Columbia, June 2005-present

PROFESSIONAL ACTIVITIES

- International City/County Management Association (ICMA)
- City Manager-Mentor: ICMA-Student Chapter-University of South Florida, Tampa, Florida
- Florida City and County Management Association, Past Board of Directors
- Florida Public Human Resources Association
- Florida Redevelopment Association
- Polk County City Management Association (past member)

INTERGOVERNMENTAL BOARDS

- East Pasco County Water Coalition, Board Member
- Florida Department of Transportation, Transportation Planning Organization Technical Advisory Committee, past member
- Alachua County BOCC-Countywide Visioning and Planning Committee
- Ridge League of Cities, past Board member
- Polk County Library Cooperative (13 municipal libraries and two county libraries), Governing Board-Past Chairman, Past Budget and Finance Committee-Chairman
- Central Florida Development Council, Past Board of Directors
- Florida League of Cities, Transportation and Urban Administration Committee, past Member and past Vice Chairman
- Southwest Florida Water Management District, Surface Water Improvement Management Committee for the Winter Haven Chain of Lakes, Past Member

COMMUNITY SERVICE

- Zephyrhills Rotary Club, Honorary Member
- High Springs Rotary Club, Past Board of Directors/Past President
- Auburndale Rotary Club, Past Board of Directors/Past President
- High Springs Chamber of Commerce, Past Board of Directors/Economic Development Chair
- Lake Alfred Chamber of Commerce, Past Board of Directors/Past President
- Auburndale Chamber of Commerce, Past Board of Directors
- Zephyrhills Economic Development Coalition, Steering Committee Member
- High Springs Main Street Organization, Economic Re-structuring Committee, Past Member
- Auburndale Main Street Redevelopment Association, Past Board of Directors, Past Secretary/Treasurer
- Lake Alfred Elementary School Advisory Council, Past Member
- East Polk County Committee of 100, Past Member

AWARDS

- **Program of Excellence Award for Community Sustainability,** ICMA 2009
- **Community Sustainability Award,** Florida City/County Management Association, 2009
- **Man of the Year**, Lake Alfred Chamber of Commerce, 1997
- **Executive Directors Award**, Auburndale Chamber of Commerce, 1993

REFERENCES

- Kenneth Compton, City Councilman (also Assistant State Attorney)
  City of Zephyrhills
  5335 8th Street
  Zephyrhills, FL 33542
  (813) 713-1850
- Jodi Wilkeson, Former City Council President (also Architect)
  City of Zephyrhills
  5335 8th Street
  Zephyrhills, FL 33542
  (813) 997-7194
- James M. Gabriel, Former Mayor/Former City Commissioner (also shop owner)
  215 S. Main Street
  High Springs, FL 32643
  (386) 588-4029
- Byran D. Williams, City Commissioner (also Methodist Pastor)
  City of High Springs
  110 1st Avenue
  High Springs, FL 32643
  (352) 871-7988
- Albertus Maultsby, City Commissioner
  City of Lake Alfred
  845 Lake Swoope Drive
  Lake Alfred, FL 33850
  (863) 956-1856
- Robert R. Green, City Manager
  City of Auburndale
  P.O. Box 186
  Auburndale, FL 33823
  (863) 965-5500
- John L. Daly, PhD., Public Administration Program
  University of South Florida
  Tampa, Florida 33620
  (813) 974-2384
- Vonnie Mikkelsen, Executive Director
  Zephyrhills Chamber of Commerce
  38550 5th Avenue
  Zephyrhills, Florida 33542
  (813) 782-1913
- Randall H. Reid, Southeast Regional Director (former Alachua County-County Manager)
  ICMA
  777 North Capitol Street NE, Suite 500
  Washington, DC 20002
  (202) 962-3502
- Judson Baggett, MBA, CPA (City of Zephyrhills independent auditor)
  Baggett, Reutimann & Associates
  6815 Dairy Road
  Zephyrhills, Florida 33542
  (813) 788-2155
- John Hagen, President
  Pasco Economic Development Council
  16506 Pointe Village Drive, Suite 101
  Lutz, Fl 33558
  (813) 926-0827

Gregory L. Dunham

TOWN OF LAKE PARK

An Equal Opportunity Employer

EMPLOYMENT APPLICATION FORM

Please type or print clearly. Do not use pencil. Do not revise or reformat this application form in any way. A separate application form containing the applicant's original signature is required for each position. Applications will not be accepted by fax. Completed applications must be submitted **by the applicant directly to the Human Resources Department,** Lake Park Town Hall, 535 Park Avenue, Lake Park, Florida 33403. Applications must be complete at the time they are submitted. Please answer each question or insert "N/A" if the question is not applicable. Applications are accepted only for advertised positions.

In accordance with the provisions of the **Americans with Disabilities Act**, please notify the Human Resources Department at 561-881-3310 in advance if you require special accommodations to participate in the employment application process.

1. Position Applied For: TOWN MANAGER
(*Please state the position applied for exactly as it has been advertised.*)

2. Is this position: ☑ Full-time ☐ Part-time ☐ Temporary ☐ Intermittent (Seasonal)
(*Please check one of the above boxes.*)

3. How did you first learn about this position: ONLINE ?

4. Applicant's Last Name: DUNHAM

5. Full First Name: GREGORY Middle Name: LYNN

6. Applicant's Home Address: 201 S. CORBETT AVE.
(*Do not use a post office box.*)

City: KENLY State: NC Zip Code: 27542

Home Telephone No. (*with area code*): 561-906-5454 Cell Phone No. (*with area code*): 561-906-5354

Email Address: cowboys412@att.net

7. Social Security Number: [redacted]
(*The Town of Lake Park requests your social security number for the purpose of conducting pre-employment background checks, pre-employment physical examinations and drug screens, employment benefits, and income reporting. Your social security number will be used solely for these purposes.*)

8. Have you ever worked for the Town of Lake Park? Yes ☐ No ☑
If "yes", please provide position title(s), department(s), dates of employment, and reason for leaving:

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JAN 23 2015
BY: .....

9. Have you ever applied for a position with the Town of Lake Park before? Yes ☐ No ☑
If "yes", please provide the position(s) for which you applied and the date of your application(s):

_____

_____

_____

10. Do you have any relatives currently employed by the Town of Lake Park? Yes ☐ No ☑
If "yes", please print name, relationship to you and the Town department in which your relative works:

_____

11. May we contact your present employer? Yes ☑ No ☐

12. Is there any reason that you would not be able to perform the responsibilities and tasks of the position for which you are applying? Yes ☐ No ☑

13. Can you work evenings? Yes ☑ No ☐

14. Can you work weekends? Yes ☑ No ☐

15. Are you legally able to work in the United States? Yes ☑ No ☐

16. Have you **EVER** been arrested, received a Notice to Appear, been charged, convicted, entered a plea of *nolo contendere* (no contest), entered a plea of guilty, been found guilty or had adjudication withheld in a criminal offense; or, are there any criminal charges now pending against you?

Yes ☐ No ☑

If "yes", please describe the charge and the outcome of the charges (please be sure to respond thoroughly and accurately to this question. Failure to answer accurately and fully or failure to disclose requested details on this application form will be counted as an omission of relevant facts and will be grounds for disqualification from consideration or revocation of job offer if recommended for hire):

_____

_____

_____

_____

17. Do you have a valid Florida (or out-of-state) driver's license? Yes ☑ No ☐ If your answer is "yes", please provide your driver's license number below and the issuing state:
Driver's License Number: [redacted] Issuing State: FL

18. Do you have a valid Florida Commercial Driver's License (CDL)?

Yes ☐ No ☑

If "yes", indicate class below:

Class A ☐ Class B ☐ Class C ☐ Class D ☐ Chauffeur's License ☐

Expiration Date: _____ Endorsements: _____

[redacted]

Please provide your full name if different while attending school: N/A

High School or GED	
Full Name: DENTON HIGH SCHOOL	Date Graduated: 1971
Address: 1007 FULTON ST	
City/State/Zip Code: DENTON, TX 76201	
College/University	
Full Name: UNIVERSITY OF NORTH TEXAS	Date Graduated: 1975
Address: 1155 UNION CIRCLE #311277	Major: POLITICAL SCIENCE
City/State/Zip Code: DENTON, TX 76203-5017	Degree: BA
College/University	
Full Name: FLORIDA STATE UNIVERSITY	Date Graduated: 1993
Address: 600 W. COLLEGE AVE.	Major: PUBLIC ADMINISTRATION
City/State/Zip Code:	Degree: MPA
TALLAHASSEE, FL 32306	
Training/Vocational School	
Full Name:	Date Completed:
Address:	Licenses or Certifications:
City/State/Zip Code:	
NOTE: Please attach copies of degrees or certificates at the time of application.	

20. Please list all special skills, computer programs, office machines, equipment, tools, etc. that you are able to use:

21. Please list any trade or professional organizations to which you currently belong:

BOARD MEMBER KENLY CHAMBER OF COMMERCE
NORTH CAROLINA CITY AND COUNTY MANAGEMENT ASSOCIATION
INTERNATIONAL CITY MANAGEMENT ASSOCIATION

[redacted]

Commencing with your most recent employer, including self-employment, part-time employment, and military service (if applicable), please list in reverse chronological order your COMPLETE employment history. Please attach an addendum if needed to complete this section. (NOTE: If you are supplementing your application with a resume, all of the following requested information must be provided in your resume.)

Name of Employer: TOWN OF KENLY, NC	Starting Date: OCT, 2011
Address: 207 W. SECOND ST	Ending Date: N/A
City/State: KENLY, NC Zip Code: 27542	Final Salary: $69,000
Telephone Number (with area code): 919-284-2116	
Your Immediate Supervisor: MAYOR DAVID GRADY	
Your Position Title: TOWN MANAGER	

Duties and Responsibilities: GENERAL MANAGEMENT OF ALL TOWN DEPARTMENTS. PREPARE & ADMINISTER $2.7 MILLION BUDGET. SERVE AS FINANCE DIRECTOR, HUMAN RESOURCE DIRECTOR AND PLANNING & ZONING OFFICIAL. INVESTIGATE GRANT OPPORTUNITIES AND WORK WITH CONTRACT TOWN ENGINEER TO WRITE GRANT APPLICATIONS AND WORK WITH OFFICE STAFF TO ADMINISTER GRANT PROGRAMS.

Reason for Leaving: DESIRE TO RETURN TO PALM BEACH COUNTY, FL.

Name of Employer: FRESHBERRY FROZEN YOGURT CAFE	Starting Date: FEBRUARY, 2010
Address:	Ending Date: AUGUST, 2011
City/State: WELLINGTON, FL Zip Code:	Final Salary: N/A
Telephone Number (with area code):	
Your Immediate Supervisor: I WAS THE OWNER	
Your Position Title: OWNER	

Duties and Responsibilities:
RESPONSIBLE FOR ALL OPERATIONS OF A LICENSED FLORIDA FOOD ESTABLISHMENT.

Reason for Leaving:
CLOSED THE BUSINESS.

[redacted]

Name of Employer: TOWN OF MANALAPAN, FLORIDA	Starting Date: OCTOBER, 2002
Address: 600 S. OCEAN BLVD	Ending Date: JANUARY, 2010
City/State: MANALAPAN, FLORIDA Zip Code: 33462	Final Salary: $100,000
Telephone Number (with area code): 561-585-9477	
Your Immediate Supervisor: TOWN COUNCIL	
Your Position Title: TOWN MANAGER	

Duties and Responsibilities: MANAGE DAILY OPERATIONS OF TOWN GOVERNMENT INCLUDING OVERSIGHT OF STAFF, PROGRAMS AND SERVICES, ANNUAL OPERATING AND CIP BUDGETS; MANAGE, REVIEW AND DEVELOP POLICIES AND PROCEDURES; MANAGE SPECIAL PROJECTS.

Reason for Leaving: WIFE AND I WANTED TO START A RESTAURANT.

Name of Employer: VILLAGE OF WELLINGTON, FL	Starting Date: MAY, 2002
Address: 12300 FOREST HILL BLVD.	Ending Date: OCTOBER, 2002
City/State: WELLINGTON, FL Zip Code: 33414	Final Salary: $75,000
Telephone Number (with area code): 561-791-4000	
Your Immediate Supervisor: CHARLIE LYNN	
Your Position Title: ASST. TO VILLAGE MANAGER	

Duties and Responsibilities: RESPONSIBLE FOR THE MANAGEMENT OF PUBLIC SAFETY CONTRACTS (PALM BEACH COUNTY FIRE/RESCUE AND SHERIFF'S DEPARTMENT), MANAGED BI-WEEKLY AGENDA PROCESS, SUPERVISED OFFICE OF PUBLIC INFORMATION AND SPECIAL EVENTS, MANAGED PROGRAMS AND PROJECTS AS DIRECTED BY VILLAGE MGR AND/OR VILLAGE COUNCIL.

Reason for Leaving: IT WAS IMPLIED POSITION WOULD BECOME AN ASSISTANT VILLAGE MANAGER BUT NEVER EVOLVED

23. Please explain any gaps in your employment history:

24. Have you ever been fired, removed or dismissed from any position at any time?

Yes ☐ No ☑

If "yes", identify the employer and your job position, and explain why and include the date of the job action: _____

[redacted]

I hereby certify that all statements in this application, and accompanying resume if provided, are true and complete. I understand that any falsification, misrepresentation or omission of information by me shall serve as a basis for disqualification from consideration for employment or termination of my employment with the Town of Lake Park. I further understand that unless this application is completed in detail, it will not be considered.

I hereby give my consent to the Town of Lake Park to investigate and verify any information provided on this application form and successive documents completed for the purpose of employment consideration. All applicants shall be subject to a criminal background check. I consent to have background checks, pre-employment physical examinations, drug testing, reference checks and any other necessary investigations undertaken to determine my suitability for employment.

I hereby authorize any representative of the Town of Lake Park, bearing this release, or copy hereof, to obtain any information in your files pertaining to my educational background, attendance, employment history and disciplinary records. I hereby release any person who provides personnel file or applicant information pertaining to me from all claims of liability that might otherwise result from such information. I hereby release the Town of Lake Park or its employees from any and all liability for damages resulting from reference checks, background checks associated with this application.

I am further aware and understand that the Town of Lake Park requires its employees to adhere to numerous policies, rules, regulations and procedures, including but not limited to: (1) fingerprinting of its employees upon application and employment; (2) Equal Employment Opportunity Policy; (3) a Drug Free Workplace Policy; (4) drug screening requirements; and (5) a Tobacco Free Workplace Policy.

I voluntarily agree to abide by all Town policies if I am hired by the Town of Lake Park.

I further declare that if I am employed by the Town of Lake Park, and thus a recipient of public funds, that I affirm that I will support the Constitution of the United States and the State of Florida.

Applicant Full Name: GREGORY L. DUNHAM
(please print)

Signature of Applicant — Date: 01/22/2015

Signature of Applicant's Parent or Legal Guardian (if applicant is a minor) — Date

The Town of Lake Park is an Equal Opportunity Employer.

EMPLOYMENT HISTORY (continued)

Town of Ocean Ridge, Florida
6450 N. Ocean Blvd.
Ocean Ridge, FL 33435
561-732-8331
September, 1998 – May, 2002
$75,000
Town Council
Town Manager

Manage daily operations of town government, including oversight of staff, programs and services, annual operating and CIP budgets; manage, review and develop policies and procedures; manage special projects.

Felt at the time that I wanted to go back to a larger city.

City of Palm Beach Gardens, Florida
10500 N. Military Trail
Palm Beach Gardens, FL 33410
561-799-4100
January, 1994 – August, 1998
$60,000
Bobbi Herakovich
Assistant City Manager

- Assisted City Manager is developing and administering $65 million annual budget
- Administrative supervision over Growth Management (Planning, Zoning, Building, Code Enforcement), Public Works, Parks and Recreation, City Clerk, Community Services Office
- Reviewed departmental budget request, provided advice and assistance and authorized changes as necessary
- Negotiated union contracts and other legal documents
- Developed policies and procedures to improve operations and reduce expenditures
- Managed bi-weekly council agenda packet preparation and wrote CM staff reports

Had an opportunity to assume a manager's position

Fulltime Graduate Student, Florida State University
September, 1991 – August, 1993

Town of Addison, Texas
5300 Belt Line Rd.
Dallas, TX 75254
972-450-7001
September, 1983 – September, 1991
Cannot remember salary
Ron Whitehead
Assistant City Manager (Though Addison is officially a "town", the manager and assistant carry the title of city manager and assistant city manager)

- Assisted City Manager in administering $20 million annual budget
- Administered capital improvement and maintenance programs and capital acquisitions
- Directed economic development
- Conducted fact-finding studies
- Administered Advisory Board to Addison Airport
- Conferred with representatives of other jurisdictions, developers, private industry, civic and community groups on matters of interst pertaining to assigned departments or functions
- Initiated special programs and projects as directed by the City Manager
- Chaired Addison Safety Review Board

Left to pursue an MPA degree at Florida State University

City of Bowie, Texas
302 Lindsey St.
Bowie, Texas 76230
940-872-1114
January, 1982 – September, 1983
Cannot remember salary
Kenneth Reneau
Assistant City Administrator and City Administrator, was promoted when administrator left

Manage daily operations of the city government, including oversight of departments, programs and services, annual operating and CIP budgets; manage, review and develop policy and procedures; manage special projects

Left because I wanted to return to the Dallas metro area

City of Denton, Texas and University of North Texas
215 E. McKinney St.
Denton, Texas 76201
940-349-8200
January, 1978 – January, 1982
Cannot remember salary
I had several seargents as supervisors
Patrolman

I originally went to work for the City of Denton Police Department in January of 1978. I was also enrolled as a graduate student at the University of North Texas. If an effort to more easily schedule classes around work, I went to work in a similar position for the University of North Texas. The scheduling did not improve like had hoped it would do so I went back to work for the Denton Police Department. I do not remember the exact dates for these moves.

While still a graduate student and also still working for the Denton P.D. I accepted an internship to work in the City Administrator's office in Bowie, Texas. I stayed on at Bowie and was ultimately appointed Assistant City Administrator and finally City Administrator. I never finished my graduate degree from the University of North Texas. As indicated on my application I did receive my MPA several years later from Florida State University.

RECEIVED
JAN 12 2015
BY: ....

Gregory L. Dunham
PO Box 261
201 S. Corbett Avenue
Kenly, NC 27542
(561) 906-5454
Email: cowboys412@att.net

January 9, 2015

Human Resources Department
Lake Park Town Hall
535 Park Avenue
Lake Park, FL 33403

Dear Sir or Madam:

Please accept this letter and resume as notice to you of my interest in the position of Town Manager for the Town of Lake Park. I am confident that upon review of my educational and professional achievements, you will find my credentials well-suited for this position.

As mentioned above and indicated on the enclosed resume, I have been in various city management positions in Texas, Florida and North Carolina over the past 30 years. I am currently the Town Manager for the Town of Kenly, North Carolina. A short description of the communities I have worked for in management positions is listed below.

The Town of Kenly is a small, diverse community located on the I-95 corridor and is included in the Raleigh Metropolitan Statistical Area. Located in Johnston County, Kenly is part of the Research Triangle Economic Development Partnership Region of North Carolina. While this region offers many employment opportunities, extensive healthcare facilities, shopping venues and cultural activities, Kenly also enjoys a proud rural farming heritage that is still evident today.

The Town of Manalapan, Florida is a small, picturesque barrier island community on the Atlantic Ocean. Manalapan is located immediately south of South Palm Beach. It is one of the highest per capita income communities in Florida. Manalapan is essentially a low-density residential community of beauty and quality complementing its natural environment.

The Town of Ocean Ridge is also a small picturesque barrier island community on the Atlantic Ocean. Ocean Ridge is located 4.3 miles south of South Palm Beach. Ocean Ridge was originally founded in 1931 as the Town of Boynton Beach, which was originally part of the Town of Boynton. Four parks reside in Ocean Ridge. They provide access to public beaches as well as guided trails through natural areas along the Intracoastal Waterway.

The City of Palm Beach Gardens, Florida is home to the Professional Golfers' Association and the PGA Tour Honda Classic, which is hosted by the PGA National Resort and Spa. Several

PGA Tour golf pros make their homes in Palm Beach Gardens. The population of Palm Beach Gardens is 55,000.

The Town of Addison, Texas is a suburb of Dallas. The overnight population in Addison is 12,500 but its daytime population is well over 100,000. In only 4.5 square miles, Addison's daytime population is swelled by high-rise office buildings, over 150 restaurants, 22 hotels totaling over 4,000 rooms and the third largest general aviation airport in the United States. Addison Airport houses over 1000 planes including 200 private jets. The Town of Addison is the social and cultural center of North Dallas County.

The City of Bowie, Texas is a rural community of approximately 5,500 residents. The City of Bowie embraces its pioneer spirit every year during the Jim Bowie Days parade, rodeo and festival, and during the Western Heritage Roundup held each fall. Bowie's Second Monday Trade Days is one of the largest flea markets in North Texas.

Not reflected on the attached resume are the following additional qualifications that I would bring to this position:

- Ability to relate well with others
- Enthusiasm and initiative
- Local knowledge of Palm Beach County and coastal community dynamics
- Strong analytical skills
- Broad generalist background
- Concern for performance and accountability
- Strong customer service orientation

My wife is the Town Clerk in Juno Beach and she resides at our house we have owned in Palm Beach Gardens since 2001.

I would be seeking a salary in the $110,000 - $115,000 range.

I am anxious to discuss my qualifications with you in greater detail. I look forward to hearing from you at your earliest convenience regarding this opportunity.

Sincerely,

Gregory L. Dunham

Gregory L. Dunham
PO Box 261
201 S. Corbett Avenue
Kenly, NC 27542
(561) 906-5454
Email: cowboys412@att.net

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BY: .....

EDUCATION

1993 M.P.A Florida State University, Tallahassee, Florida
1975 B.A. University of North Texas, Denton, Texas

EMPLOYMENT HISTORY

Town Manager, Kenly, North Carolina
October, 2011 to Present

- Responsible for general management of town government
- Prepare and administer $2.7 million budget
- Administrative supervision over all departments
- Applied for and received USDA Rural Development low interest loan to buy and renovate bank building for new town hall
- Applied for and received a $750,000 Infrastructure (water & sewer) Community Development Block Grant from the North Carolina Department of Commerce
- Completed an 18 month process to develop the Town of Kenly's initial Comprehensive Land Use Plan
- Created minimum housing standards element to Kenly's Code of Ordinances
- Created Kenly's first capital reserve fund to plan for future Water and Sewer Fund capital projects
- Developing a capital reserve fund for future General Fund capital projects as well
- Increased undesignated fund balance in General Fund by 13%

Owner, FreshBerry Frozen Yogurt Café, Wellington, Florida
February, 2010 to August, 2011

- Responsible for all operations of a licensed Florida food establishment

Town Manager, Manalapan, Florida
October, 2002 to January, 2010

- Responsible for general management of town government
- Prepared and administered annual $8 million budget
- Administrative supervision over all departments
- Planned and managed successful transition from a small public safety department to contract with Palm Beach County for Fire/Rescue services
- Managed the construction of a new 2.3 mgd reverse osmosis water plant
- Initiated space study analysis to accommodate new permanent facilities for Palm Beach County Fire/Rescue and needed expansion of municipal facilities

- Successfully convinced the FDOT to include drainage improvements with their milling and resurfacing project on AIA through Manalapan
- Applied for and was awarded State Revolving Loan Fund monies for partial funding of reverse osmosis water plant
- Initiated and managed annual landscape upgrades to public facilities
- Initiated and managed hardening and renovation project for Manalapan Town Hall
- With assistance from town attorney's office, completed total rewrite of town's zoning code

Assistant to the Village Manager, Wellington, Florida
May, 2002 to October, 2002

- Responsible for the management of the public safety contracts (Palm Beach County Fire Rescue and Sherriff's Department)
- Responsible and Managing the bi-weekly Council agenda
- Supervise the Office of Public Information and Special Events
- Initiate special programs and projects as directed by the Village Manager and/or Village Council
- Grants manager

Town Manager, Ocean Ridge, Florida
September, 1998 to May, 2002

- Responsible for general management of town government
- Prepared and administered annual $3 million budget
- Administrative supervision over all departments
- As zoning official, reviewed all building applications for zoning approval
- Initiated Focus 2000 strategic plan that explored issues facing the Town including, sanitary sewer (Town is on septic), developing its own potable water system, and developing new recreational facilities
- Developed mutual aid agreement with other barrier island communities for supplement fire suppression services
- Implemented stormwater drainage study to include assessment of existing infrastructure, determine the need for detention and water quality, determine funding sources for the immediate permitting and construction of major stormwater improvements
- Successfully negotiated with neighboring city for the purchase of their property next to Town Hall
- Initiated and implemented complete code rewrite
- Applied for and was awarded State Revolving Loan Fund monies for stormwater infrastructure improvements
- Applied for and was awarded over $500,000 from Palm Beach County and Lake Worth Lagoon grant funds
- Applied for and was awarded over $300,000 in federal EPA grant funds

Assistant City Manager, Palm Beach Gardens, Florida
January, 1994 to August, 1998

- Assisted City Manager in developing and administering $65 million annual budget
- Administrative supervision over Growth Management (Planning, Zoning, Building, Engineering, Code Enforcement), Public Works, Parks and Recreation, City Clerk, Community Services Office
- Supervised assigned department heads and counseled them regarding administrative problems and procedures
- Made assignments to department heads and administrative personnel
- Reviewed departmental budget requests, provide advice and assistance and authorize changes as necessary
- Negotiated union contracts and other legal documents
- Developed policies and procedures to improve operations and reduce expenditures
- Chaired citizen committee to develop conceptual plan for new municipal complex later approved by referendum
- Managed bi-weekly Council agenda packet preparation and wrote CM staff reports

Fulltime Graduate Student, Florida State University
September, 1991 to August, 1993

Assistant City Manager, Addison, Texas
September, 1983 to September, 1991

- Assisted City Manager in administering $20 million annual budget
- Administered and formulated capital improvement and maintenance programs and capital acquisitions
- Directed economic development
- Conducted fact-finding studies
- Administered Advisory Board to Addison Airport, the third largest general aviation airport in the United States
- Conferred with representatives of other jurisdictions, developers, private industry, civic and community groups on matters of interest pertaining to assigned departments or functions
- Initiated special programs and projects as directed by the City Manager
- Chaired Addison Safety Review Board

City Administrator and Assistant City Administrator, Bowie Texas
January, 1982 to September, 1983

- Administered $5 million budget
- Interpreted and implemented City Council policies and administrative policies
- Developed departmental reorganization and new policies and procedures
- Promoted and directed the selection of site for new sanitary landfill
- Directed a study of containerized refuse collection systems
- Developed an emergency operations ordinance
- Assisted in study of alternate sources of electrical power
- Assisted in creation of subdivision regulations

Patrolman, City of Denton Police Department and University of North Texas Police Department, Denton, Texas
January, 1978 to January, 1982

- Performed duties of patrol officer, traffic accident investigator, field training officer and special weapons and tactics team

Clerk, Federal Bureau of Investigation, Dallas, Texas
February, 1976 to January, 1978

- Operated radio and teletype communication machines
- Received and processed requests for investigations
- Reviewed case leads for agents

PROFESSIONAL AFFILIATIONS

International City Management Association
North Carolina City and County Management Association
Board Member Kenly Chamber of Commerce
Past President, Palm Beach County City County Manager's Association
Graduate, LBJ School of Public Affairs Public Executive Institute, University of Texas at Austin

Alan L. Grindstaff

TOWN OF LAKE PARK
An Equal Opportunity Employer
EMPLOYMENT APPLICATION FORM

Please type or print clearly. Do not use pencil. Do not revise or reformat this application form in any way. A separate application form containing the applicant's original signature is required for each position. Applications will not be accepted by fax. Completed applications must be submitted to the Human Resources Department, Lake Park Town Hall, 535 Park Avenue, Lake Park, Florida 33403. Applications must be complete at the time they are submitted. Please answer each question or insert "N/A" if the question is not applicable. Applications are accepted only for advertised positions.

In accordance with the provisions of the **Americans with Disabilities Act,** please notify the Human Resources Department at 561-881-3310 in advance if you require special accommodations to participate in the employment application process.

1. Position Applied For: Town Manager
(*Please state the position applied for exactly as it has been advertised.*)

2. Is this position: ☒ Full-time ☐ Part-time ☐ Temporary ☐ Intermittent (Seasonal)
(*Please check one of the above boxes.*)

3. How did you first learn about this position: Internet ?

4. Applicant's Last Name: Grindstaff

5. Full First Name: Alan Middle Name: Lyman

6. Applicant's Home Address: 908 S James Ct
(*Do not use a post office box.*)

City: Maize State: KS Zip Code: 67101

Home Telephone No. (*with area code*): 817-458-2997 Cell Phone No. (*with area code*): 817-304-9418

Email Address: lyman.alan@hotmail.com

7. Social Security Number: [redacted]
(*The Town of Lake Park requests your social security number for the purpose of conducting pre-employment background checks, pre-employment physical examinations and drug screens, employment benefits, and income reporting. Your social security number will be used solely for these purposes.*)

8. Have you ever worked for the Town of Lake Park? Yes ☐ No ☒
If "yes", please provide position title(s), department(s), dates of employment, and reason for leaving:

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BY: .....

9. Have you ever applied for a position with the Town of Lake Park before? Yes ☐ No ☒
If "yes", please provide the position(s) for which you applied and the date of your application(s):

_____

_____

_____

10. Do you have any relatives currently employed by the Town of Lake Park? Yes ☐ No ☒
If "yes", please print name, relationship to you and the Town department in which your relative works:

_____

11. May we contact your present employer? Yes ☒ No ☐

12. Is there any reason that you would not be able to perform the responsibilities and tasks of the position for which you are applying? Yes ☐ No ☒

13. Can you work evenings? Yes ☒ No ☐

14. Can you work weekends? Yes ☒ No ☐

15. Are you legally able to work in the United States? Yes ☒ No ☐

16. Have you **EVER** been arrested, received a Notice to Appear, been charged, convicted, entered a plea of *nolo contendere* (no contest), entered a plea of guilty, been found guilty or had adjudication withheld in a criminal offense; or, are there any criminal charges now pending against you?

Yes ☐ No ☒

If "yes", please describe the charge and the outcome of the charges (please be sure to respond thoroughly and accurately to this question. Failure to answer accurately and fully or failure to disclose requested details on this application form will be counted as an omission of relevant facts and will be grounds for disqualification from consideration or revocation of job offer if recommended for hire):

_____

_____

_____

_____

17. Do you have a valid Florida (or out-of-state) driver's license? Yes ☒ No ☐ If your answer is "yes", please provide your driver's license number below and the issuing state:
Driver's License Number: [redacted] Issuing State: TX

18. Do you have a valid Florida Commercial Driver's License (CDL)?

Yes ☐ No ☒

If "yes", indicate class below:

Class A ☐ Class B ☐ Class C ☐ Class D ☐ Chauffeur's License ☐

Expiration Date: _____ Endorsements: _____

19. EDUCATION AND TRAINING HISTORY

Please provide your full name if different while attending school: Alan L. Grindstaff

High School or GED	
Full Name: American Fork H.S.	Date Graduated: 1972
Address:	
City/State/Zip Code: American Fork, UT	
College/University	
Full Name: University of Utah	Date Graduated: 1980
Address:	Major: Nutrition
City/State/Zip Code: Salt Lake City, UT	Degree: Bachelor of Science Degree
College/University	
Full Name: Brigham Young University	Date Graduated: 1983
Address:	Major: Public Administration
City/State/Zip Code: Provo, UT	Degree: MPA
Training/Vocational School	
Full Name:	Date Completed:
Address:	Licenses or Certifications:
City/State/Zip Code:	
NOTE: Please attach copies of degrees or certificates at the time of application.	

20. Please list all special skills, computer programs, office machines, equipment, tools, etc. that you are able to use:

Word Perfect Office; Microsoft Office; Financial software; CASELLE; Municipal Software; Spread sheets; Copiers; Fax Machines; Printers

21. Please list any trade or professional organizations to which you currently belong:

ICMA
BYU City/County Management Alumni & Friends

22. EMPLOYMENT HISTORY

Commencing with your most recent employer, including self-employment, part-time employment, and military service (if applicable), please list in reverse chronological order your COMPLETE employment history. Please attach an addendum if needed to complete this section. (NOTE: If you are supplementing your application with a resume, all of the following requested information must be provided in your resume.)

Name of Employer: ALG Consulting	Starting Date: 2012
Address: 908 S James Ct.	Ending Date: Current Position
City/State: Maize, KS Zip Code: 67101	Final Salary:
Telephone Number (with area code): 817-304-9418	
Immediate Supervisor: Alan Grindstaff	
Your Position Title: Senior Consultant	
Duties and Responsibilities: Work with businesses and cities on the following: Finance; Development; Location; start-up businesses; Growth; Planning; Safety; Personnel; Economic Development; and as requested.	
Reason for Leaving:	

Name of Employer: City of Crowley	Starting Date: 2012
Address: 201 East Main	Ending Date: 2012
City/State: Crowley, TX Zip Code: 76036	Final Salary: $90,000.00
Telephone Number (with area code): 817-297-2201	
Immediate Supervisor: Mayor and City Council	
Your Position Title: City Manager	
Duties and Responsibilities: Manage all operations of a full service city.	
Reason for Leaving: Resigned	

22. EMPLOYMENT HISTORY

Commencing with your most recent employer, including self-employment, part-time employment, and military service (if applicable), please list in reverse chronological order your COMPLETE employment history. Please attach an addendum if needed to complete this section. (NOTE: If you are supplementing your application with a resume, all of the following requested information must be provided in your resume.)

Name of Employer: City of Jasper	Starting Date: 2006
Address: 465 South Main	Ending Date: 2010
City/State: Jasper, TX Zip Code: 75951	Final Salary: $83,500.00
Telephone Number (with area code): 409-964-6109	
Immediate Supervisor: Mayor and City Council	
Your Position Title: City Manager	
Duties and Responsibilities: Manage all operations of a full service city including the power utility.	
Reason for Leaving: Resigned	

Name of Employer: City of Union City	Starting Date: 2003
Address: 5047 Union Street	Ending Date: 2005
City/State: Union City, GA Zip Code: 30291	Final Salary: $80,000.00
Telephone Number (with area code): 770-964-2288	
Immediate Supervisor: Mayor and City Council	
Your Position Title: City Administrator	
Duties and Responsibilities: Manage all operations of a full service city and a regional jail.	
Reason for Leaving:	

22. EMPLOYMENT HISTORY (continued)

Name of Employer: City of Ephraim	Starting Date: 1986
Address: 5 South Main	Ending Date: 2003
City/State: Ephraim, UT Zip Code: 84627	Final Salary: $42,000.00
Telephone Number (with area code): 435-283-4631	
Immediate Supervisor: Mayor and City Council	
Your Position Title: City Administrator	

Duties and Responsibilities:

Managed all operations of a full service city and power utility.

Reason for Leaving:

Name of Employer: U.S. Army Reserve	Starting Date: 1976
Address: Bldg. 108	Ending Date: 2002
City/State: Ft. Douglas, UT Zip Code:	Final Salary: $15,000.00
Telephone Number (with area code):	
Immediate Supervisor: Commander	
Your Position Title: Major	

Duties and Responsibilities:

Commander; Operations Officer; Chief of Patient Administration Division; Supply officer; MRO; Mobilization & Education Officer

Reason for Leaving: Retired

23. Please explain any gaps in your employment history:

I was a consultant during any gaps.

24. Have you ever been fired, removed or dismissed from any position at any time?

Yes ☒ No ☐

If "yes", identify the employer and your job position, and explain why and include the date of the job action: At Union City I was asked to leave without cause. False allegations had been made but an independent Judge investigated and held a hearing and found I had done nothing wrong. The allegations were false.

25. APPLICANT'S STATEMENT AND AUTHORITY TO RELEASE INFORMATION

I hereby certify that all statements in this application are true and complete. I understand that any misrepresentation or omission of information by me shall serve as a basis for termination of my employment with the Town of Lake Park. I further understand that unless this application is completed in detail, it will not be considered.

I hereby give my consent to the Town of Lake Park to investigate and verify any information provided on this application form and successive documents completed for the purpose of employment consideration. I consent to have background checks, pre-employment physical examinations, drug testing, reference checks and any other necessary investigations undertaken to determine my suitability for employment.

I hereby authorize any representative of the Town of Lake Park, bearing this release, or copy hereof, to obtain any information in your files pertaining to my educational background, attendance, employment history and disciplinary records. I hereby release any person who provides personnel file or applicant information pertaining to me from all claims of liability that might otherwise result from such information. I hereby release the Town of Lake Park or its employees from any and all liability for damages resulting from reference checks, background checks associated with this application.

I am further aware and understand that the Town of Lake Park requires its employees to adhere to numerous policies, rules, regulations and procedures, including but not limited to: (1) fingerprinting of its employees upon application and employment; (2) Equal Employment Opportunity Policy; (3) a Drug Free Workplace Policy; (4) drug screening requirements; and (5) a Tobacco Free Workplace Policy.

I voluntarily agree to abide by all Town policies if I am hired by the Town of Lake Park.

I further declare that if I am employed by the Town of Lake Park, and thus a recipient of public funds, that I affirm that I will support the Constitution of the United States and the State of Florida.

Applicant Full Name: Alan L. Grindstaff
(please print)

Alan L. Grindstaff
Signature of Applicant

22 January 2015
Date

Signature of Applicant's Parent or Legal Guardian
(if applicant is a minor)

Date

ALAN L. GRINDSTAFF
908 S James Court
Maize, KS 67101

C: 817-304-9418
H: 817-458-2997
lyman_alan@hotmail.com

January 5, 2015

Town of Lake Park
Attn: Human Resources Department
Lake Park Town Hall
535 Park Avenue
Lake Park, FL 33403

Subject: Town Manager Search

Ladies and Gentlemen:

I am interested in working for Town of Lake Park. The enclosed resume will provide you details concerning my extensive and diverse experience, training, and proven abilities.

I am seeking the position of Town Manager that will utilize over twenty five successful years of experience. I supervised over 200 employees; wrote and maintained budgets; managed all city funds; capital projects; and maintaining, updating, and building municipal buildings

In Crowley changes were made in the Library and the Police Department improving operations. In Jasper City, Texas, the sewerage treatment plant was running close to capacity, a centrifuge/burner unit was installed which brought the plant well under capacity and reduced annual operating costs by $200,000.00 per year. Snow College is located in Ephraim, Utah. I worked closely with the College administration and student population. Also, I have worked closely with community groups and volunteers. The Regional Jail in Union City, Georgia was running a deficit each month and was $500,000.00 in the hole. Working with the staff I got the deficit covered and the regional jail then made a $185,000.00 net profit. I have strong experience in keeping all budgets in balance and building reserve funds. Jasper and Ephraim are public power cities. I have extensive experience with public utilities including water, sewer, storm water, and power.

I am confident that I will bring new energy, insight, dedication, vision, and proven executive management abilities to Lake Park. I am a quick learner and lead people to success.

Thank you for taking the time from your busy schedule to read my letter and resume. I look forward to an interview at your earliest convenience.

Sincerely,

Alan L. Grindstaff

Alan L. Grindstaff

Enclosure: Resume, References, Reference Letters

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JAN 29 2015
BY: .....

ALAN L. GRINDSTAFF
908 S James Court
Maize, KS 67101

C: 817-304-9418
H: 817-458-2997
lyman_alan@hotmail.com

MANAGER

Over 25 successful years as a Manager/Administrator, a Credentialed Manager performing such key duties as supervising over 200 employees, implementing and maintaining budgets, overseeing the funding, as well as building and updating municipal buildings, a Director on the Southeast Texas Groundwater Conservation District Board, Vice President of the Sam Rayburn Municipal Power Agency, hiring, training, and terminating employees, as well as handling questions, concerns, and grievances which occurred. Result oriented professional who gives 110% to all responsibilities... Excellence in financial control and reporting as shown by receiving the Certificate of Achievement for Excellence in Financial Reporting each year in Jasper City...Excels in quickly identifying and instituting resolution to problems as in reducing over $500,000 overtime pay in one year to less than $50,000 the next year in Union City.

PROFESSIONAL EXPERIENCE

General

- Directed all safety engineering, OSHA compliance, reduced Workers Comp insurance rate 15%
- Managed and directed operational changes in Police Department and Library
- Reduced police overtime from $500,000.00 to $50,000.00
- Managed design and construction of new City Halls, Technology Centers, and other buildings
- Supervised street improvement projects, street upgrades, and new streets
- Chairman Sanpete County Utah Economic Development Board
- Carbon County Wyoming Economic Development Board member
- Managed economic development of restaurants, banks, strip malls, welding, chemical plants, etc.
- Managed and directed preparation and cleanup for Hurricane Gustav and Hurricane Ike
- Supervised actions during and after two "100 year" floods
- President of the Chamber of Commerce for a year

Finance

- Wrote $30 million dollar annual budgets along with capital improvement budgets
- Operated within budget guidelines ending the fiscal year with reserves
- Retired bonds early such as a Department of Agriculture bond 20 years early
- Turned around a $500,000 annual deficit at jail to annual profit of $185,000.
- Researched and implemented a financial software program city wide

Development

- Managed and directed Comprehensive Plan update
- Directed writing of master transportation plan

Personnel

- Instituted performance evaluation program
- Reduced employee turnover from 60% to less than 20%
- Wrote new policy and procedures manual and a Police policy and procedures manual

Utilities

- Upgrading of sewerage treatment plant reducing annual operating costs by $250,000.
- Managed closing a Landfill and opening a new landfill meeting all EPA requirements
- Wrote inter-local agreement for the use of new landfill, County and all cities signed, in use today
- Managed power substation upgrades, line upgrades, and Hydro Generation facility
- Supervised upgrade of drinking water sources, storage, and distribution exceeding EPA standards

ALAN L. GRINDSTAFF
908 S James Court
Maize, KS 67101

C: 817-304-9418
H: 817-458-2997
lyman_alan@hotmail.com

Major, United States Army Reserve 1976 - 2002

Directed all Medical Operations on Special Forces Team
Superior Unit Rating while Commander of Medical Group
Rated Excellent during all Inspector General Inspections while Medical Supply Officer
Movement Readiness Officer in Medical Brigade
Operations Officer in Medical Brigade
Managed field operation exercises
Director of Patient Administration Division

EMPLOYMENT HISTORY

ALG Consulting	Senior Consultant	Current	2012-Current
Crowley, Texas	City Manager	1- Year	2012-2012
Jasper, Texas	City Manager	4+ Years	2006-2010
Union City, Georgia	City Administrator	2+ Years	2003-2005
Ephraim, Utah	City Administrator	16+ Years	1986-2002
Duchesne, Utah	City Administrator	2+ Years	1984-1986

EDUCATION

Master of Public Administration
BRIGHAM YOUNG UNIVERSITY

Bachelor of Science
UNIVERSITY OF UTAH

CREDENTIALS

Credentialed Manager
Brigham Young University George W. Romney Institute of Public Management
ICMA
Commander USAR
Eagle Scout

ALAN L. GRINDSTAFF
908 S James Court
Maize, KS 67101

C: 817-304-9418
H: 817-458-2997
lyman_alan@hotmail.com

REFERENCES

Edward Short
Building Official, Sunrise Engineering
1245 East North Eden Circle
Sandy, Utah 84094
801-580-1855

Jesse Johnson
Council Member
725 Meadowcrest
Crowley, Texas 76036
(817) 297-4254
(817) 229-4828

Billy Davis
Mayor of Crowley
629 Meadowcrest Dr.
Crowley, Texas 76036
(817) 692-6469
billy@ci.crowley.tx.us

Dale Cheatham
City Manager Burleson
1439 Valley Creast Drive
Burleson, TX 76028
(682) 224-5609
dalecheatham@gmail.com

David Barber
Former Mayor of Jasper
1150 Quail Ridge Drive
Jasper, Texas 75951
(409) 384-5459
gulfweld@cmaaccess.com

Gloria Monzingo
Council Member
260 Kim Drive
Jasper, Texas 75951
(409) 384-2661
(409) 384-9475
gjmaddox@yahoo.com

Joe Whitener
Human Resource Director
P.O. Box 650
Jasper, Texas 75951
(409) 383-6109
jwhitener@jaspertx.org

Ralph Moore
Mayor of Union City
5754 Rock Road
Union City, Georgia 30291
(770) 964-2288
(770) 969-7380
caram@bellsouth.net

Greg Kelley
Public Works Director
P.O. Box 610
Jasper, TX 75951
(409) 384-9996
g+kelley@cmaaccess.com

David Ingram
7 Lake Shire Hill
Newnan, Georgia 30263
(770) 254-1700
(678) 201-5984
davidingram@charter.net

Robert Warnick
Former Mayor of Ephraim City
310 South 400 East
Ephraim, Utah 84627
(435) 283-4562

William McDaniel
5865 FM 252
Jasper, TX 75951
(409) 662-9720
suebilsam@yahoo.com

Wincy Walker
1206 Woodland Park
Jasper, TX 75951
(409) 384-3507
wincy@att.net

Charlie Ratcliff
1809 S. Wheeler
Jasper, TX 75951
(409) 384-4348

Gulf Welding Supply Co.
4688 NORTH WHEELER - HWY. 96 NORTH
TELEPHONE (409) 384-5459
FAX (409) 384-6635
JASPER, TEXAS 75951

To Whom It May Concern:

This is a letter to recommend Alan Grindstaff for the job he has applied for. As Mayor of Jasper, Texas from 2003 to 2009, I was part of Mr. Grindstaff's hiring process. He came in at a particularly troubled time for the City as we had recently been devastated by Hurricane Rita.

Before his hiring, we had had city managers who had grown up in Jasper and cronyism was rampant. The infrastructure had suffered for more than 30 years. Mr. Grindstaff had a huge challenge ahead. I found him to be professional, very knowledgeable of city and state requirements and ordinances, able to manage staff (without favoritism) and set priorities for infrastructure rebuilding. In short, I have lived in Jasper most of my life and, in my opinion; he was by far the best city manager that the City of Jasper has ever had.

Unfortunately, politics in a small town changes with elections. There were a handful elected who wanted their own man in. It was our cities loss. If it were in my power, I would hire him again today. I hope you will strongly consider his application. If you have any questions please call me at (409) 384-5459 or at my cell number (409) 382-9545.

Sincerely,

David G. Barber
Former Mayor, Jasper

April 7, 2011

To Whom It May Concern:

I was on Jasper City Council that hired Alan Grindstaff. That council and mayor were very pleased with his job performance as city manager. He brought a lot of fresh ideas into our town and city hall.

Living here since the late 60's I can say that Mr. Grindstaff is the best city manager Jasper has ever had. As a business owner here in Jasper, I can easily see the improvements he brought into our town.

When I was on City Council I routinely got feedback from our city employees on how much they respected Mr. Grindstaff. They felt that he respected them and if there was a better way of doing things, he let them know without ridicule. One department head said that he "for the first time enjoy coming to work." Another told me that he had never worked under "a man with as much integrity as Mr. Grindstaff." I was always impressed that the men who worked under him were the first to voluntarily sing his praises. They were the ones whose respect he had earned on the job and were a better judge of that than those of us who say on the council.

As a council member I can attest that Mr. Grindstaff was organized, followed city policies, very good budgeting and was fiscally responsible with our tax dollars. He was good with staff and hiring new employees. He left jasper City Hall in a much better shape than he found it. He is an excellent manager.

Mr. Grindstaff is a man of unquestionable character and integrity, did a good job for Jasper and it would be in your best interest to hire him…I would again in a minute…without hesitation!

Respectfully,

Gaia Manzingo

Reference: Letter of Recommendation for Alan Grindstaff

It gives me a great deal of pleasure to write this Letter of Recommendation on behalf of Mr. Alan Grindstaff.

I have had the distinct pleasure of having been associated with him for nearly ten years while we both served as commissioned Officers in the United States Army Reserve. His service in the Army Reserve followed several years of active duty in the Army Officer Corps. During this time I found Mr. Grindstaff to be a highly motivated, innovative, competent, and committed professional individual.

As Mr. Grindstaff advanced in rank and responsibilities, I had the opportunity to observe and evaluate him as a person as well as his performance in various positions and areas. Some of his areas of responsibilities included serving in the Plans, Operations and Training section where he later became the Training Officer, a position critical to the success of any military unit, especially in one of the size and technical nature of ours – a 700 member, Batallion-sized Military Hospital. Later, as his rank increased, he was promoted to Supply Officer with responsibility for over a million dollars worth of military equipment.

Among Mr. Grindstaff's other unit assignments was that of Mobilization Officer. When our unit was activated for Operation Desert Storm in 1990, we were lauded for our readiness status and preparation, and the unit performed in an exemplary manner overseas. I attribute much of that success to his efforts.

Mr. Grindstaff was highly esteemed and appreciated by all members of the unit, both fellow officers and enlisted personnel. Because of his dedication, skills and perseverance, he improved every section or department to which he was assigned. His subordinates were treated with respect -- a trait not always found in those with Officer rank -- and his friendliness and always present "can do" attitude brought out the best in those who served with him. It was well known that he was always looking for ways to help others in performing their duties and responsibilities. That earned him the respect of many – something not all Officers achieve during their careers.

Mr. Grindstaff – or Major Grindstaff – certainly has my highest recommendations. He is well educated, has much experience in both Public Administration and Military matters, and always goes the extra mile. With the blending of his civilian and military education and experience, I have absolutely no doubt that he is, and will continue to be, a distinct asset to any organization with which he may choose to affiliate.

Respectfully Yours,

Leo A. Thomsen
Lieutenant Colonel, (Ret)
United States Army Reserve

CHAMBERLAIN ASSOCIATES
ATTORNEYS AT LAW
225 NORTH 100 EAST
POST OFFICE BOX 100
RICHFIELD, UTAH 84701

KEN CHAMBERLAIN
RICHARD K. CHAMBERLAIN

TELEPHONE 435-896-4461
TELEFAX 435-896-5441

To the Official Concerned:

Re: Alan Grindstaff

This letter is to express only a part of the limitless capabilities of Alan Grindstaff. I have known Mr. Grindstaff for a number of years as a valued personal acquaintance and in his work as a professional administrator of extraordinary qualities, efficiency and accomplishment, not only in performance but also as to the respective successful completion.

Although I may not be particularly distinguished in any of the following, my own background is as an attorney of over 40 years' experience in positions of Assistant Attorney General, District and County Attorney, attorney for several municipalities and as nationally recognized bond counsel (in the most-consulted nationwide directory).

It is with such background that I assess the professional and administrative qualities of Mr. Grindstaff. I have also been engaged in public relations as well as personnel management in issues within both the private sector and the public domain where I deal with the legal affairs of municipal, educational and general corporation and carefully-managed organizations involving public and personal life-reality situations in each of which disciplines I have known Mr. Grindstaff to have performed with excellence.

Mr. Grindstaff has been an executive in municipal administration and also as a highly-regarded municipal executive being city manager of Ephraim City and in the public relations management of a geographically wide-spread and highly demanding governmental position dealing with personnel and corporate management (principally but not exclusively municipal).

I have not encountered a person better suited or qualified than Mr. Grindstaff to undertake any responsibility with other than effectiveness in an unerring accomplishment of result. He is of very high intelligence, quick of mind and action, unchallengeable spirit and a person who would discharge any assignment with swift dispatch and absolute loyalty. I do not know a person with a more finely-tuned ability to detect and manage any situation which may be presented to an executive.

Mr. Grindstaff willingly, cheerfully and without reservation can and does achieve anything

Morris O. Casperson, CPA

P.O. Box 115
Ephraim, Utah 84627-0115
Phone: 1-435-283-2006
Fax: 1-435-283-5955

July 3, 2002

Re: Alan Grindstaff

To Whom It May Concern

I am writing this letter of recommendation for Alan Grindstaff.

I have known and worked with Alan for the past 10+ years. I have been the auditor for Ephraim City for the past 10 years and for the last 6 months I have been Mayor of Ephraim.

As I have worked with Alan I have found him to be a very hard worker. If the front window was busy and needed help, Alan would be the first to pitch in and help. He has saved Ephraim City a lot of money in managing the City, he very conscience in budgeting and financial affairs. If I need something done, I know if I assign the task to Alan that it will be completed.

You might ask the question, "If Alan is so good and valuable why is he wanting to leave the City?". My answer is that I believe that Alan has progressed as far as he can with the City and would like to continue progressing rather than coasting.

Please give Mr. Grindstaff every consideration.

Sincerely,

Morris Casperson

Morris Casperson, CPA
Mayor of Ephraim City

COUNCIL MEMBERS
Dean Cox
Craig Johnson
Don Olson
Lynn Schiffman
Garth Sorenson

ADMINISTRATOR
Alan Grindstaff

PUBLIC WORKS DIRECTOR
Chad Parry

EPHRAIM CITY CORPORATION

5 S. Main, Ephraim, Utah 84627
Phone 435-283-4631
Fax 435-283-4867

Morris O. Casperson, Mayor

RECORDER
Wendy Hansen

TREASURER
Gayleene Duncan

POLICE CHIEF
Ron Rasmussen

POWER SUPERINTENDENT
Alma Lund

DIRECTOR OF PLANNING
Thomas Cluff

August 9, 2002

To Whom it May Concern:

It is with a great deal of sadness and immense pleasure that I recommend to you for employment with your organization, Mr. Alan L. Grindstaff.

I am deeply saddened that I will no longer be working with Alan after so long a period of time. However, your organization could not gain a more competent and caring individual than Alan.

I have worked with Alan since 1988. I was employed part time by Ephraim City as a justice court clerk. The court was in serious trouble at that time and the city in danger of losing their court system. Alan was a tireless advocate for retaining the city's justice court system. Due to Alan's financial savvy the city decided to keep their court, which today is flourishing, a moneymaker for its general fund budget.

In 1991 I took a full time position as the city clerk. I came into the position virtually untrained due to medical problems my predecessor was experiencing. I have worked very closely with Alan the past eleven years on a variety of issues, ranging from personnel to far more complex financial concerns.

The old phase squeezing a nickel to get a dime springs to mind when I think of Alan's ability to handle very diverse financial situations. He has taught us to be accountable for the public monies we are entrusted with, while at the same time not forgetting the human element, acknowledging community needs and working together to find ways to assuage the public outcry for more and more, with less and less. Alan is always willing to listen and take creative and non-traditional approaches to funding projects. A quality that shows a level of commitment rarely displayed these days.

One of the qualities I admire most in Alan is his sense of community. Alan and his family believe in making their community a better place to live. They are avid community supporters. Alan has a deep belief that making our communities better places to live and raise our children benefit all that have a vested interest in the community. This philosophy is a mainstay in Alan's life, one he has passed on to his children, and instilled in co-workers.

Robert Kellogg

TOWN OF LAKE PARK
An Equal Opportunity Employer
EMPLOYMENT APPLICATION FORM

Please type or print clearly. Do not use pencil. Do not revise or reformat this application form in any way. A separate application form containing the applicant's original signature is required for each position. Applications will not be accepted by fax. Completed applications must be submitted **by the applicant directly to the Human Resources Department,** Lake Park Town Hall, 535 Park Avenue, Lake Park, Florida 33403. Applications must be complete at the time they are submitted. Please answer each question or insert "N/A" if the question is not applicable. Applications are accepted only for advertised positions.

In accordance with the provisions of the **Americans with Disabilities Act**, please notify the Human Resources Department at 561-881-3310 in advance if you require special accommodations to participate in the employment application process.

1. Position Applied For: TOWN MANAGER
(*Please state the position applied for exactly as it has been advertised.*)

2. Is this position: ☑ Full-time ☐ Part-time ☐ Temporary ☐ Intermittent (Seasonal)
(*Please check one of the above boxes.*)

3. How did you first learn about this position: FCCMA NEWSLETTER ?

4. Applicant's Last Name: KELLOGG

5. Full First Name: ROBERT Middle Name: _____

6. Applicant's Home Address: 4462 SW OAKHAVEN LANE
(*Do not use a post office box.*)

City: PALM CITY State: FL. Zip Code: 34990

Home Telephone No. (*with area code*): _____ Cell Phone No. (*with area code*): 772-475-7294

Email Address: KOUSY72@YAHOO.COM

7. Social Security Number: [redacted]
(*The Town of Lake Park requests your social security number for the purpose of conducting pre-employment background checks, pre-employment physical examinations and drug screens, employment benefits, and income reporting. Your social security number will be used solely for these purposes.*)

8. Have you ever worked for the Town of Lake Park? Yes ☐ No ☑
If "yes", please provide position title(s), department(s), dates of employment, and reason for leaving:

RECEIVED
JAN 23 2015
BY: .....

9. Have you ever applied for a position with the Town of Lake Park before? Yes ☐ No ☑
If "yes", please provide the position(s) for which you applied and the date of your application(s):

_____

_____

_____

10. Do you have any relatives currently employed by the Town of Lake Park? Yes ☐ No ☑
If "yes", please print name, relationship to you and the Town department in which your relative works:

_____

11. May we contact your present employer? Yes ☑ No ☐

12. Is there any reason that you would not be able to perform the responsibilities and tasks of the position for which you are applying? Yes ☐ No ☑

13. Can you work evenings? Yes ☑ No ☐

14. Can you work weekends? Yes ☑ No ☐

15. Are you legally able to work in the United States? Yes ☑ No ☐

16. Have you **EVER** been arrested, received a Notice to Appear, been charged, convicted, entered a plea of *nolo contendere* (no contest), entered a plea of guilty, been found guilty or had adjudication withheld in a criminal offense; or, are there any criminal charges now pending against you?

Yes ☐ No ☑

If "yes", please describe the charge and the outcome of the charges (please be sure to respond thoroughly and accurately to this question. Failure to answer accurately and fully or failure to disclose requested details on this application form will be counted as an omission of relevant facts and will be grounds for disqualification from consideration or revocation of job offer if recommended for hire):

_____

_____

_____

_____

17. Do you have a valid Florida (or out-of-state) driver's license? Yes ☐ No ☐ If your answer is "yes", please provide your driver's license number below and the issuing state:
Driver's License Number: [redacted] Issuing State: FL

18. Do you have a valid Florida Commercial Driver's License (CDL)?

Yes ☐ No ☑

If "yes", indicate class below:

Class A ☐ Class B ☐ Class C ☐ Class D ☐ Chauffeur's License ☐

Expiration Date: _____ Endorsements: _____

Please provide your full name if different while attending school: _____

High School or GED	
Full Name: MINERVA High School	Date Graduated: 1972
Address: 401 LATZER AVE.	
City/State/Zip Code: MINERVA, OHIO 44657	
College/University	
Full Name: KENT STATE UNIVERSITY	Date Graduated: 1982
Address: 221 N. MAIN ST.	Major: POLITICAL SCIENCE
City/State/Zip Code: KENT, OHIO 44242	Degree: BACHELOR OF ARTS
College/University	
Full Name:	Date Graduated:
Address:	Major:
City/State/Zip Code:	Degree:
Training/Vocational School	
Full Name:	Date Completed:
Address:	Licenses or Certifications:
City/State/Zip Code:	
NOTE: Please attach copies of degrees or certificates at the time of application.	

20. Please list all special skills, computer programs, office machines, equipment, tools, etc. that you are able to use:

KNOWLEDGE AND PROFICIENT IN WORD AND EXCEL.

21. Please list any trade or professional organizations to which you currently belong:

ICMA, FCCMA, BSA

Commencing with your most recent employer, including self-employment, part-time employment, and military service (if applicable), please list in reverse chronological order your COMPLETE employment history. Please attach an addendum if needed to complete this section. (NOTE: If you are supplementing your application with a resume, all of the following requested information must be provided in your resume.)

Name of Employer: TOWN OF SEWALL'S POINT	Starting Date: 9/2006
Address: 15 SEWALL'S POINT RD	Ending Date: 6/2013
City/State: SEWALL'S POINT, FL, Zip Code: 34996	Final Salary: $ 116,000
Telephone Number (with area code): 772-287-2455	
Your Immediate Supervisor: TOWN COMMISSION	
Your Position Title: TOWN MANAGER	
Duties and Responsibilities: SEE ATTACHED RESUME	
Reason for Leaving: NEW COMMISSION ELECTED WHICH WANTED TO MOVE IN A NEW DIRECTION.	

Name of Employer: CITY OF RITTMAN, OHIO	Starting Date: 3/87
Address: 30 N. MAIN ST	Ending Date: 9/2006
City/State: RITTMAN, OHIO Zip Code: 44270	Final Salary: $ 75,000
Telephone Number (with area code): 330-925-2045	
Your Immediate Supervisor: CITY COUNCIL	
Your Position Title: CITY MANAGER	
Duties and Responsibilities: SEE ATTACHED RESUME	
Reason for Leaving: ACCEPTED POSITION IN SEWALL'S POINT AS TOWN MANAGER	

Name of Employer: OHIO DEPARTMENT OF DEVELOPMENT	Starting Date: 6/85
Address: 77 HIGH ST	Ending Date: 3/87
City/State: COLUMBUS, OHIO Zip Code: 43215	Final Salary: $33,000
Telephone Number (with area code): 614-466-4455	
Your Immediate Supervisor: GENE CARR	
Your Position Title: DEVELOPMENT SPECIALIST	

Duties and Responsibilities:

SEE ATTACHED RESUME

Reason for Leaving:

ACCEPTED POSITION OF CITY MANAGER IN RITTMAN, OHIO.

Name of Employer: CARROLL COUNTY, OHIO	Starting Date: 1/77
Address: PUBLIC SQUARE	Ending Date: 1/85
City/State: CARROLLTON, OHIO Zip Code: 44615	Final Salary: $25,000
Telephone Number (with area code): 330-627-4869	
Your Immediate Supervisor:	
Your Position Title: COUNTY COMMISSIONER	

Duties and Responsibilities:

SEE ATTACHED RESUME

Reason for Leaving:

LOST ELECTION

23. Please explain any gaps in your employment history:
FROM 1/85 TO 6/85 WAITING FOR POSITION AT DEPARTMENT OF DEVELOPMENT.

24. Have you ever been fired, removed or dismissed from any position at any time?

Yes ☑ No ☐

If "yes", identify the employer and your job position, and explain why and include the date of the job action: SEWALLS POINT AS TOWN MANAGER. NEW COMMISSION ELECTED WHICH WANTED TO MOVE IN NEW DIRECTION

I hereby certify that all statements in this application, and accompanying resume if provided, are true and complete. I understand that any falsification, misrepresentation or omission of information by me shall serve as a basis for disqualification from consideration for employment or termination of my employment with the Town of Lake Park. I further understand that unless this application is completed in detail, it will not be considered.

I hereby give my consent to the Town of Lake Park to investigate and verify any information provided on this application form and successive documents completed for the purpose of employment consideration. All applicants shall be subject to a criminal background check. I consent to have background checks, pre-employment physical examinations, drug testing, reference checks and any other necessary investigations undertaken to determine my suitability for employment.

I hereby authorize any representative of the Town of Lake Park, bearing this release, or copy hereof, to obtain any information in your files pertaining to my educational background, attendance, employment history and disciplinary records. I hereby release any person who provides personnel file or applicant information pertaining to me from all claims of liability that might otherwise result from such information. I hereby release the Town of Lake Park or its employees from any and all liability for damages resulting from reference checks, background checks associated with this application.

I am further aware and understand that the Town of Lake Park requires its employees to adhere to numerous policies, rules, regulations and procedures, including but not limited to: (1) fingerprinting of its employees upon application and employment; (2) Equal Employment Opportunity Policy; (3) a Drug Free Workplace Policy; (4) drug screening requirements; and (5) a Tobacco Free Workplace Policy.

I voluntarily agree to abide by all Town policies if I am hired by the Town of Lake Park.

I further declare that if I am employed by the Town of Lake Park, and thus a recipient of public funds, that I affirm that I will support the Constitution of the United States and the State of Florida.

Applicant Full Name: ROBERT KELLOGG
(please print)

Robert Kellogg
Signature of Applicant

1/22/15
Date

Signature of Applicant's Parent or Legal Guardian
(if applicant is a minor)

Date

The Town of Lake Park is an Equal Opportunity Employer.

ROBERT KELLOGG
4462 SW Oakhaven Lane
Palm City, Florida 34990

Cell: (772) 475-7294 **Email: kousy72@yahoo.com**

PERSONAL: Born May 2, 1953, in Canton, Ohio. Wife – Jackie. Children: Kory, Kelli, and Carter. Hobbies include: computers, golf, and home repairs

HONORS & REGOGNITIONS: Recipient of "Outstanding Young Man in America" awarded by the United States Jaycees.

EDUCATION: Bachelor of Arts in Political Science
Kent State University, Kent, Ohio 1982.

EMPLOYMENT:

September 2006 to June 30. 2013, Town Manager, Sewall's Point, Florida.

March 1987 to September 2006, City Manager, Rittman, Ohio.

1985 to 1987, Development Specialist, Ohio Department of Development, State of Ohio, Columbus, Ohio.

1977 to 1985, Carroll County Commissioner, Carrollton, Ohio.

CIVIC & PROFESSIONAL AFFILIATIONS:

International City Manager Association
Boy Scouts of America
Rotary Club (Paul Harris Fellow)

REFERENCES: A list of references is included.

SUMMARY OF EMPLOYMENT EXPERIENCE

TOWN MANAGER, SEWALL'S POINT, FLORIDA

Sewall's Point is an upscale coastal residential community of approximately 2,000 residents located between the St. Lucie and Indian Rivers in Martin County. The town has approximately 850 homes and with a taxable value of $594,000,000, and encompasses 1.23 square miles. The Town provides Police and Building Department services. Fire and EMS, water, and trash disposal are provided by Martin County.

During my tenure as Town Manager, we have made significant accomplishments; a brief synopsis follows.

Fiscal Matters

When I arrived 6 1/2 years ago I discovered that the town had not submitted their required audits and were actually three years behind. Through the efforts of Town staff we were successful bringing all required audits up-to-date, and have reduced the number of management comments from approximately thirty-three to two.

Developed and committed to writing the Town's first set of general fiscal objectives, I broadened participation in the town budget process by encouraging Commission members' involvement and formalizing supervisor's roles in budget preparation.

Citizen Outreach/Communication

Using the Town web site successfully developed and implemented an email blast system for those residents who signed up via their email address on the site. The town provides agendas of the Town Commission Meetings, and other worthwhile information such as community events, and town sponsored activities. This system was well received and provides a high level of transparency between town residents and Town Hall.

Council / Manager Relations

Effective management of a modern organization requires close and open communications between policy makers (Town Commission) and those entrusted to carry out that policy (Staff). Furthermore, this communication must be two-way. I view the Town Administration as a "Team" encompassing the Mayor, Commission, Manager and all City employees.

CITY MANAGER, RITTMAN, OHIO

Rittman is a full service, independent city of approximately 6,500 residents. It provided the customary municipal services, operated water, wastewater and EMS services. Rittman had a 2006 budget of approximately $7.2 million and 41 full-time employees in addition to a 30 person volunteer fire department and a 25 person EMS operation.

Personnel Matters

The City's full-time employees were unionized and also covered by Ohio Civil Service. We had emphasized development of the line supervisors as part of the management team, giving them more latitude in the day to day decisions and more involvement in policy development. As City Manager, I was responsible for all labor relations, including contract negotiations.

Annexation

One accomplishment that I am especially proud of was completing the annexation of 274 acres of land for the Ohio Western Reserve National Cemetery. At full capacity, the cemetery will provide burial sites for 106,000 veterans and their dependents. Working with representatives of the Veterans Administration, we were successful in overcoming a number of complicated issues to make the project a reality.

Utility Administrations

One of my first efforts was to develop a five-year Capital Improvement Budget for the City. We dramatically cut service complaints in all utilities by beginning a proactive sewer cleaning program and replacing broken sewer and water lines, as well as extending water lines in various sections of the City. In the wastewater system we completed an $8.1 million treatment plant and collector system for which we secured approximately $2.5 million in grant funds.

Development Activities

Through the cooperative efforts of City Council, the Rittman Community Improvement Corporation and the State Department of Development, we were successful in developing the City's first two industrial parks. Four new manufacturing businesses have located in the industrial park creating approximately 200 new jobs.

DEVELOPMENT SPECIALIST, OHIO DEPARTMENT OF DEVELOPMENT

As a Development Specialist with the Department of Development my primary responsibility was to assist businesses and communities in obtaining government financing for expansion and development. Many times that meant dealing with businesses from other states and countries that were looking to relocate to Ohio.

During my employment with the department I obtained the National Development Council's "Economic Development Professional" Certification by successfully completing its 160 hour training program. The program emphasizes assisting businesses by finding, structuring, and securing public and private financing.

CARROLL COUNTY COMMISSIONERS

Carroll County employed approximately 175 employees and operated with a budget of $8 million. As Chief Executive Officer, I was responsible for the entire county budget and day to day operations.

Development and funding of Carroll County's first county sewer project was a significant accomplishment. This $7.5 million project was successfully funded with a 75% Ohio EPA grant and an FmHA Grant and loan.

Planned and development the funding of Carroll County's first two industrial parks, utilizing CDBG, EDA, and FmHA financing, coupled with ARC funding.

During my tenure in Carroll County more than $6 million in state and federal grant funds were successfully secured.

REFERENCES

Mr. E. Daniel Morris
24 Ridgeland Dr.
Sewall's Point, FL. 34996
(772) 486-5677
Mr. Morris is a former Mayor, and
Town Commissioner of Sewall's Point.

Mr. Robert E. A. Smith
2288 Alamo Rd.
Carrollton, Ohio 44615
(330) 627-4300
Mr. Smith served as a Carroll
County Commissioner.

Judge Mark Klingensmith
8 Palm Court
Sewall's Point, Florida 34996
(561) 308-1717
Judge Klingensmith is a former Mayor, and
Town Commissioner of Sewall's Point.

Mr. John Laria
112 East Ohio Ave.
Rittman, Ohio 44270
(330) 925-2015
Mr. Laria is a local business owner,
and served as President of the
Rittman Chamber of Commerce.

Mr. Greg Horn, City Manager
100 West Spring Valley Road
Centerville, Ohio 45459
(937) 433-7151
Mr. Horn serves as the City Manager
of Centerville, Ohio.

Mr. James Bell, Finance Director
City of Huber Heights
6131 Taylorville Rd.
Huber Heights, Ohio 45424
(330) 347-3074
Mr. Bell previously served as
Finance Director for the City of
Rittman.

RECEIVED
JAN 13 2015
BY: JR

January 12, 2015
4462 SW Oakhaven Lane
Palm City, Florida 34990

Human Resources Department
Lake Park Town Hall
535 Park Ave.
Lake Park, FL. 33403

Human Resources Department:

I recently became aware of your search for a new Interim Town Manager and Town Manager for the Town of Lake Park through a notice in the FCCMA Newsletter. I am extremely interested in the position as it is explained, and would welcome the opportunity to meet with you.

I recently served as Town Manager in Sewall's Point, Florida. Sewall's Point consists of approximately 2,100 people and is located between the St. Lucie and Indian Rivers in Martin County.

My past experience makes me uniquely qualified for the Lake Park Town Manager position. Lake Park is seeking an administrator with strong expertise in financial management, budgeting, and communication skills. Skills in which I have proven expertise. Both in my present position and previous employment, my involvement in the day to day management further strengthens my financial background by linking finances to field operations. During my career of 30 plus years in government I have managed and been responsible for more than $600,000,000 of tax payer's money. Not once during this period has there been a citation or a finding for recovery. During my tenure in Sewall's Point, I faithfully worked to increase Sewall's Point's carryover balances in all funds, while successfully reducing the millage rate even though property values continued to decline.

My management style is an aggressive one that emphasizes a management team comprising the Mayor, Commission, Department Heads and the Administrator. The role of the Administrator is to provide the Council with information, alternatives and recommendations to make the best decisions. Staff personnel, in my view, have the best grasp of operational problems and should be given ample opportunity for input during the decision making process. Also, department heads should be given a great deal of responsibility and authority in running their operations. This style has proven successful in both Sewall's Point and Rittman.

During my tenure in Sewall's Point I have been involved from conception to completion of the town's recently completed improvements to A1A. The $850,000.00 project included new paver brick crosswalks at the intersections, the installation of new medians,

landscaping improvements, and the installation of pedestrian street lights. These improvements have made the area the focal point of the community. The project was successfully funded from the Florida Department of Transportation, the Martin County Metropolitan Planning Organization, and the Town. Through prudent fiscal management of this and other capital improvement projects we were able to control cost and successfully complete these projects at or under budget.

I am extremely interested in remaining in local government in a full-time professional position, specifically in a Town of your size. I have a strong desire to remain in Florida, which has furthered my interest in the position you have available.

I feel my extensive experience and familiarization with local government and various state and federal agencies would enable me to be an effective Administrator for the Town of Lake Park. I am confident that I have the personal characteristics and professional skills to become a valuable part of your administrative team.

In summary, I am very interested in the Lake Park Town Administrators position and believe I possess the qualifications your community is seeking in its next administrator. I will await your reply in the hope that we may meet to discuss in detail, the recruiting of your new Town Manager.

Sincerely,

Robert Kellogg

cc: Enclosures

ROBERT KELLOGG
4462 SW Oakhaven Lane
Palm City, Florida 34990

Cell: (772) 475-7294 **Email: kousy72@yahoo.com**

PERSONAL: Born May 2, 1953, in Canton, Ohio. Wife – Jackie. Children: Kory, Kelli, and Carter. Hobbies include: computers, golf, and home repairs

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Council / Manager Relations

Effective management of a modern organization requires close and open communications between policy makers (Town Commission) and those entrusted to carry out that policy (Staff). Furthermore, this communication must be two-way. I view the Town Administration as a "Team" encompassing the Mayor, Commission, Manager and all City employees.

CITY MANAGER, RITTMAN, OHIO

Rittman is a full service, independent city of approximately 6,500 residents. It provided the customary municipal services, operated water, wastewater and EMS services. Rittman had a 2006 budget of approximately $7.2 million and 41 full-time employees in addition to a 30 person volunteer fire department and a 25 person EMS operation.

Personnel Matters

The City's full-time employees were unionized and also covered by Ohio Civil Service. We had emphasized development of the line supervisors as part of the management team, giving them more latitude in the day to day decisions and more involvement in policy development. As City Manager, I was responsible for all labor relations, including contract negotiations.

Kenneth D. Knight

TOWN OF LAKE PARK
An Equal Opportunity Employer
EMPLOYMENT APPLICATION FORM

Please type or print clearly. Do not use pencil. Do not revise or reformat this application form in any way.
A separate application form containing the applicant's original signature is required for each position. Applications will not be accepted by fax. Completed applications must be submitted **by the applicant directly to the Human Resources Department**, Lake Park Town Hall, 535 Park Avenue, Lake Park, Florida 33403. Applications must be complete at the time they are submitted. Please answer each question or insert "N/A" if the question is not applicable. Applications are accepted only for advertised positions.

In accordance with the provisions of the **Americans with Disabilities Act**, please notify the Human Resources Department at 561-881-3310 in advance if you require special accommodations to participate in the employment application process.

1. Position Applied For: Town Manager
(*Please state the position applied for exactly as it has been advertised.*)

2. Is this position: ☒ Full-time ☐ Part-time ☐ Temporary ☐ Intermittent (Seasonal)
(*Please check one of the above boxes.*)

3. How did you first learn about this position: website ?

4. Applicant's Last Name: Knight

5. Full First Name: Kenneth Middle Name: Dale

6. Applicant's Home Address: 710 S Wells
(*Do not use a post office box.*)

City: Galva State: Tx Zip Code: 77957

Home Telephone No. (*with area code*): N/A Cell Phone No. (*with area code*): 214-914-2351

Email Address: knight.kenc@juno.com

7. Social Security Number: [redacted]
(*The Town of Lake Park requests your social security number for the purpose of conducting pre-employment background checks, pre-employment physical examinations and drug screens, employment benefits, and income reporting. Your social security number will be used solely for these purposes.*)

8. Have you ever worked for the Town of Lake Park? Yes ☐ No ☒
If "yes", please provide position title(s), department(s), dates of employment, and reason for leaving:

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JAN 22 2015
BY: .....

9. Have you ever applied for a position with the Town of Lake Park before? Yes ☐ No ☑
If "yes", please provide the position(s) for which you applied and the date of your application(s):

10. Do you have any relatives currently employed by the Town of Lake Park? Yes ☐ No ☑
If "yes", please print name, relationship to you and the Town department in which your relative works:

11. May we contact your present employer? Yes ☑ No ☐

12. Is there any reason that you would not be able to perform the responsibilities and tasks of the position for which you are applying? Yes ☐ No ☑

13. Can you work evenings? Yes ☑ No ☐

14. Can you work weekends? Yes ☑ No ☐

15. Are you legally able to work in the United States? Yes ☑ No ☐

16. Have you **EVER** been arrested, received a Notice to Appear, been charged, convicted, entered a plea of *nolo contendere* (no contest), entered a plea of guilty, been found guilty or had adjudication withheld in a criminal offense; or, are there any criminal charges now pending against you?

Yes ☑ No ☐

If "yes", please describe the charge and the outcome of the charges (please be sure to respond thoroughly and accurately to this question. Failure to answer accurately and fully or failure to disclose requested details on this application form will be counted as an omission of relevant facts and will be grounds for disqualification from consideration or revocation of job offer if recommended for hire):
Plead "No Contest" to a charge of negligent driving in 2008.

17. Do you have a valid Florida (or out-of-state) driver's license? Yes ☑ No ☐ If your answer is "yes", please provide your driver's license number below and the issuing state:
Driver's License Number: [redacted] Issuing State: TX

18. Do you have a valid Florida Commercial Driver's License (CDL)?

Yes ☐ No ☑

If "yes", indicate class below:

Class A ☐ Class B ☐ Class C ☐ Class D ☐ Chauffeur's License ☐

Expiration Date: _____ Endorsements: _____

[redacted]

Please provide your full name if different while attending school: _____

High School or GED	
Full Name: Calais High School	Date Graduated: 6/75
Address: River Road	
City/State/Zip Code: Calais, ME 04619	
College/University	
Full Name: San Francisco State	Date Graduated: 5/85
Address: 1600 Holloway Ave	Major: Political Science
City/State/Zip Code: San Francisco, CA 94132	Degree: Bachelors of Arts
College/University	
Full Name: Sonoma State	Date Graduated: 5/94
Address: 1801 E Cotati Ave	Major: Public Administration
City/State/Zip Code: Rohnert Park, CA 94928	Degree: Masters of Arts
Training/Vocational School	
Full Name:	Date Completed:
Address:	Licenses or Certifications:
City/State/Zip Code:	
NOTE: Please attach copies of degrees or certificates at the time of application.	

20. Please list all special skills, computer programs, office machines, equipment, tools, etc. that you are able to use:

Over 20 years of Public Admin. I have worked with a variety of municipal software platform.
Word / Word Perfect
Excel

21. Please list any trade or professional organizations to which you currently belong:

ICMA (International City Managers Assoc)
TCMA (Texas City Manager Assoc)

[redacted]

Commencing with your most recent employer, including self-employment, part-time employment, and military service (if applicable), please list in reverse chronological order your COMPLETE employment history. Please attach an addendum if needed to complete this section. (NOTE: If you are supplementing your application with a resume, all of the following requested information must be provided in your resume.)

Name of Employer: City of Montgomery	Starting Date: 9/2014
Address: 101 Old Plantersville Rd	Ending Date: 12/2014
City/State: Montgomery, TX Zip Code:	Final Salary: $50 per hr
Telephone Number (with area code): 281-224-9224	
Your Immediate Supervisor: Mayor John Fox	
Your Position Title: Interim City Admin	

Duties and Responsibilities:
CAO of City

Reason for Leaving:
Finished Contract as Interim

Name of Employer: City of Edna	Starting Date: 7/2014
Address: 126 W Main	Ending Date: 7/2014
City/State: Edna, TX Zip Code: 77957	Final Salary: $66,000
Telephone Number (with area code): 361-550-6402	
Your Immediate Supervisor: Mayor Joe N. Holmes	
Your Position Title: City Manager	

Duties and Responsibilities:
CEO/CAO of City.

Reason for Leaving:
Council voted 3-2 to terminate my contract.

[redacted]

Commencing with your most recent employer, including self-employment, part-time employment, and military service (if applicable), please list in reverse chronological order your COMPLETE employment history. Please attach an addendum if needed to complete this section. (NOTE: If you are supplementing your application with a resume, all of the following requested information must be provided in your resume.)

Name of Employer: City of Montgomery	Starting Date: 9/2014
Address: 101 Old Plantersville Rd	Ending Date: 12/2014
City/State: Montgomery, TX Zip Code:	Final Salary: $50 per hr
Telephone Number (with area code): 281-224-9224	
Your Immediate Supervisor: Mayor John Fox	
Your Position Title: Interim City Admin	
Duties and Responsibilities: CAO of City	
Reason for Leaving: Finished Contract as Interim	

Name of Employer: City of Edna	Starting Date: 7/2014
Address: 126 W Main	Ending Date: 7/2014
City/State: Edna, TX Zip Code: 77957	Final Salary: $66,000
Telephone Number (with area code): 361-550-6402	
Your Immediate Supervisor: Mayor Joe D. Haynes	
Your Position Title: City Manager	
Duties and Responsibilities: CEO/CAO of City.	
Reason for Leaving: Council voted 3-2 to terminate my contract.	

[redacted]

Name of Employer: City of Flatonia	**Starting Date:** 11/2008
Address: 125 E Main	**Ending Date:** 6/2011
City/State: Flatonia, TX **Zip Code:** 78941	**Final Salary:** $62,000
Telephone Number (with area code): 361-781-4171	
Your Immediate Supervisor: Mayor Bryan Wilson	
Your Position Title: City Manager	

Duties and Responsibilities:

CEO/CAO of City

Reason for Leaving:

Resigned to take Galva position

Name of Employer: City of Rainier	**Starting Date:** 7/2007
Address: 106 West B St	**Ending Date:** 12/2007
City/State: Rainier, OR **Zip Code:** 97048	**Final Salary:** ?
Telephone Number (with area code): 503-556-7301	
Your Immediate Supervisor: Mayor	
Your Position Title: Interim City Administrator	

Duties and Responsibilities:

CAO of City

Reason for Leaving:

Completed Contract to service as Interim.

23. Please explain any gaps in your employment history:

In the City Management profession it sometimes takes a while to find another position. I have also moved - for family considerations - and had to establish myself in a new state.

24. Have you ever been fired, removed or dismissed from any position at any time?

Yes ☒ No ☐

If "yes", identify the employer and your job position, and explain why and include the date of the job action: City of Galva - City Manager - July 2014 - Certain members of the council disagreed with my leadership.

[redacted]

I hereby certify that all statements in this application, and accompanying resume if provided, are true and complete. I understand that any falsification, misrepresentation or omission of information by me shall serve as a basis for disqualification from consideration for employment or termination of my employment with the Town of Lake Park. I further understand that unless this application is completed in detail, it will not be considered.

I hereby give my consent to the Town of Lake Park to investigate and verify any information provided on this application form and successive documents completed for the purpose of employment consideration. All applicants shall be subject to a criminal background check. I consent to have background checks, pre-employment physical examinations, drug testing, reference checks and any other necessary investigations undertaken to determine my suitability for employment.

I hereby authorize any representative of the Town of Lake Park, bearing this release, or copy hereof, to obtain any information in your files pertaining to my educational background, attendance, employment history and disciplinary records. I hereby release any person who provides personnel file or applicant information pertaining to me from all claims of liability that might otherwise result from such information. I hereby release the Town of Lake Park or its employees from any and all liability for damages resulting from reference checks, background checks associated with this application.

I am further aware and understand that the Town of Lake Park requires its employees to adhere to numerous policies, rules, regulations and procedures, including but not limited to: (1) fingerprinting of its employees upon application and employment; (2) Equal Employment Opportunity Policy; (3) a Drug Free Workplace Policy; (4) drug screening requirements; and (5) a Tobacco Free Workplace Policy.

I voluntarily agree to abide by all Town policies if I am hired by the Town of Lake Park.

I further declare that if I am employed by the Town of Lake Park, and thus a recipient of public funds, that I affirm that I will support the Constitution of the United States and the State of Florida.

Applicant Full Name: Kenneth Dale Knight
(please print)

Signature of Applicant — Date: 1/22/15

Signature of Applicant's Parent or Legal Guardian (if applicant is a minor) — Date

The Town of Lake Park Is an Equal Opportunity Employer.

Kenneth D. Knight
710 S Wells
Edna, TX 77957
214-914-2351

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JAN 15 2015
BY: ....WL.....

January 13, 2015

Human Resources Department
Lake Park Town Hall
535 Park Avenue
Lake Park, Florida 33403

Dear Mayor and City Council:

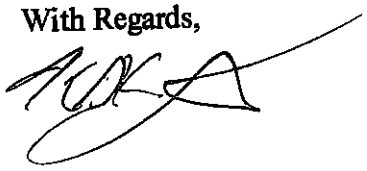
I am writing to express my interest in the Town Manager's position for the Town of Lake Park. I believe that my education, background, and experience may match the Town's profile for a Town Manager.

In reviewing the community profile I believe that the Town of Lake Park meets my aspirations as my home for the foreseeable future as I hope I will meet yours as Town Manager. With over 25 years of experience in the public sector and nearly 20 as a Manager/Administrator in mostly rural/suburban communities; I am looking to find a town where I can become established for the long-term. I believe that my management experience in multiple states and communities shows my ability to adapt to the challenges and opportunities that the Town of Lake Park has available.

My experience in administration, budgeting and finance, public utilities, and grant administration skills will fit nicely with the needs of Lake Park. In my most recent position we have conducted a city-wide drainage study, concluded an upgrade to the city's wastewater treatment plant, and are currently designing a gateway monument for the city. In my past positions I have managed the siting, design, and construction of a new wastewater treatment facility that required working with state and federal agencies in acquiring a new effluent discharge permit. Having working in several high disaster prone states; I have extensive experience in disaster planning. I have worked with the Federal Railroad Administration in implementing a Quiet Zone for all rail-crossings in the community. During my career as a City Manager; I have supervised the full gambit of public utilities including water, wastewater, electric, gas, and cable television. I have also had the opportunity to work with a variety of funding agencies to construct public utilities, an industrial park, recreational parks and trails, administrative office buildings, and public works facilities. I consider project management and administration one of my greatest strengths. I have also implemented a community based effort to increase code compliance in a citizen friendly fashion that, while respecting personal property rights, also promoted community values in cleaning up the community and improving the overall 'look' of the city. I have upgraded administrative policies and procedures; performed staffing analysis to ensure the city is 'right-sized'; guided the community through comprehensive planning for water/wastewater, parks and recreation, zoning implementation, and housing. All the while, of course, keeping the elected officials properly notified and in keeping with the directives that they set before me.

I received my Master's in Public Administrator and a Bachelor's in Political Science. The opportunity to return to Florida with a niece going to university Florida and a sister living there makes a community such as Lake Park a definitely fit in with my career and personal plans and I hope that upon reflection of my background and experiences that you will concur that my abilities match well with the position of City Manager for Lake Park.

With Regards,



KENNETH D. KNIGHT

710 S. Wells, Edna, TX 77957 ♦ knight.ken@juno.com ♦ 214-914-2351

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BY: ...NR.....

QUALIFICATIONS

An experienced and resourceful public manager offering a multifaceted background:

- City Manager/Administrator
- Assistant County Manager
- Local Government Consultant
- Governmental Analyst
- Finance
- United Stated Air Force

EXPERIENCE

Chief Executive Officer in multiple municipalities in four diverse states.

Developed and presented operational and capital budgets to Council and citizen review committees.

Administered operational and capital budgets and have received no negative Management Letters from auditors.

Drafted and revised municipal ordinances to reflect Council policy decisions.

Reviewed and made recommendations on numerous bid submissions concerning a variety of series from lawn care to wastewater/water treatment plant construction.

Implemented a Quiet Zone for all Railroad Crossings within the city.

Wrote and managed a variety of grants (State Economic Development grants, CDBG grants, EDA grants, USDA grants, State Parks grants, Downtown Improvement grants, etc.)

Acted as city's representative to regional agencies, such as regional state transportation advisory boards, council of government's, regional economic development agencies, and so forth.

Participated in the design and review for the construction of a new administration building, public works/utilities complex, and the refurbishment of existing facilties.

Actively engaged in economic/community development including hosting businesses, trade groups, and agents for interested parties seeking development opportunities.

EDUCATION

1990-1994 Masters of Arts, Public Administration, California State University – Sonoma
1981-1985 Bachelors of Arts, Political Science, California State University – San Francisco

EMPLOYMENT HISTORY

City Manager/Administrator

City of Montgomery, TX (Interim Position)	09/2014 – 12/2014
City of Edna, TX	07/2011 – 07/2014
City of Flatonia, TX	11/2008 – 06/2011
City of Rainier, OR (Interim Position)	07/2007 – 12/2007
City of Sumas, WA (Interim Position)	07/2006 – 06-2007
City of Port Orford, OR	02/2004 – 09/2005
Town of Newport, ME	05/1998 – 04/1999
Town of Jackman, ME	02/1995 – 05/1998

Various Staff Positions

County Coordinator (Assistant County Administrator), Desoto County, FL	05/2001 – 09/2002
Management (Budget) Analyst, City of Largo, FL	02/2000 – 04/2001
Information Systems Technician, City of Santa Rosa, CA	02/1988 – 06/1994
General Ledger/Accounts Receivable, GATX Leasing Corporation, San Francisco, CA	05/1984 – 11/1987
Accounting Operator, California Canners and Growers, San Francisco, CA	04/1980 – 04/1984

United States Air Force 02/1976 – 02/1980

REFERENCES

Ray Chavarria, Former Councilmember
City of Edna, TX
361-781-2178
raychavarria73@gmail.com

Mayor Joe D. Hermes
City of Edna. TX
361-550-6402

Mayor Bryan Milson
City of Flatonia, TX
361-865-2488
kmilson@sbcglobal.net

Mayor John Fox
City of Montgomery, TX
281-324-9024

Mayor James Auborn
City of Port Orford, OR
541-332-1307
auburn@aol.com

Brad Ryan, Public Works Director
City of Edna, TX
361-781-4171

Mark A. Kutney

TOWN OF LAKE PARK
An Equal Opportunity Employer
EMPLOYMENT APPLICATION FORM

Please type or print clearly. Do not use pencil. Do not revise or reformat this application form in any way. A separate application form containing the applicant's original signature is required for each position. Applications will not be accepted by fax. Completed applications must be submitted **by the applicant directly to the Human Resources Department,** Lake Park Town Hall, 535 Park Avenue, Lake Park, Florida 33403. Applications must be complete at the time they are submitted. Please answer each question or insert "N/A" if the question is not applicable. Applications are accepted only for advertised positions.

In accordance with the provisions of the **Americans with Disabilities Act**, please notify the Human Resources Department at 561-881-3310 in advance if you require special accommodations to participate in the employment application process.

1. Position Applied For: TOWN MANAGER
(*Please state the position applied for exactly as it has been advertised.*)

2. Is this position: ☑ Full-time ☐ Part-time ☐ Temporary ☐ Intermittent (Seasonal)
(*Please check one of the above boxes.*)

3. How did you first learn about this position: ICMA ADVERTISEMENT ?

4. Applicant's Last Name: KUTNEY

5. Full First Name: MARK Middle Name: ALLAN

6. Applicant's Home Address: 13627 CHATSWORTH VILLAGE DRIVE
(*Do not use a post office box.*)

City: WELLINGTON State: FLORIDA Zip Code: 33414

Home Telephone No. (*with area code*): 561-793-6512 Cell Phone No. (*with area code*): 561-601-4632

Email Address: MAKUTNEY_3254@MAIL.COM

7. Social Security Number: [redacted]
(*The Town of Lake Park requests your social security number for the purpose of conducting pre-employment background checks, pre-employment physical examinations and drug screens, employment benefits, and income reporting. Your social security number will be used solely for these purposes.*)

8. Have you ever worked for the Town of Lake Park? Yes ☐ No ☑
If "yes", please provide position title(s), department(s), dates of employment, and reason for leaving:

9. Have you ever applied for a position with the Town of Lake Park before? Yes ☑ No ☐
If "yes", please provide the position(s) for which you applied and the date of your application(s):
TOWN MANAGER 2006

10. Do you have any relatives currently employed by the Town of Lake Park? Yes ☐ No ☑
If "yes", please print name, relationship to you and the Town department in which your relative works:

11. May we contact your present employer? Yes ☐ No ☐ N/A

12. Is there any reason that you would not be able to perform the responsibilities and tasks of the position for which you are applying? Yes ☐ No ☑

13. Can you work evenings? Yes ☑ No ☐

14. Can you work weekends? Yes ☑ No ☐

15. Are you legally able to work in the United States? Yes ☑ No ☐

16. Have you **EVER** been arrested, received a Notice to Appear, been charged, convicted, entered a plea of *nolo contendere* (no contest), entered a plea of guilty, been found guilty or had adjudication withheld in a criminal offense; or, are there any criminal charges now pending against you?
Yes ☐ No ☑
If "yes", please describe the charge and the outcome of the charges (please be sure to respond thoroughly and accurately to this question. Failure to answer accurately and fully or failure to disclose requested details on this application form will be counted as an omission of relevant facts and will be grounds for disqualification from consideration or revocation of job offer if recommended for hire):

17. Do you have a valid Florida (or out-of-state) driver's license? Yes ☑ No ☐ If your answer is "yes", please provide your driver's license number below and the issuing state:
Driver's License Number: [redacted] Issuing State: FLORIDA

18. Do you have a valid Florida Commercial Driver's License (CDL)?
Yes ☐ No ☑
If "yes", indicate class below:
Class A ☐ Class B ☐ Class C ☐ Class D ☐ Chauffeur's License ☐
Expiration Date: _____ Endorsements: _____

[redacted]

Please provide your full name if different while attending school: N/A

High School or GED	
Full Name: GAR MEMORIAL H.S.	Date Graduated: 1972
Address: 250 SOUTH GRANT ST	
City/State/Zip Code: WILKES-BARRE PA 18702	
College/University	
Full Name: WILKES COLLEGE	Date Graduated: 1976
Address: 84 WEST SOUTH STREET	Major: SOCIAL SCIENCE/URBAN AFFAIRS
City/State/Zip Code: WILKES-BARRE PA 18701	Degree: BACHELOR OF ARTS BA
College/University	
Full Name: THE PENNSYLVANIA STATE UNIV.	Date Graduated: 1981
Address: 777 WEST HARRISBURG PIKE	Major: REGIONAL PLANNING
City/State/Zip Code: MIDDLETOWN PA 17057	Degree: MASTER OF REGIONAL PLANNING (MRP)
~~**Training/Vocational School**~~ 2ND MASTER'S	DEGREE UNEARNED
Full Name: FLORIDA ATLANTIC UNIVERSITY	Date ~~Completed:~~ 1991
Address: 777 GLADES ROAD	~~Licenses or Certifications~~:
City/State/Zip Code: BOCA RATON FL 33431	MAJOR: PUBLIC ADMINISTRATION
	DEGREE: MASTER OF PUBLIC ADMINISTRATION (MPA)
NOTE: Please attach copies of degrees or certificates at the time of application.	

20. Please list all special skills, computer programs, office machines, equipment, tools, etc. that you are able to use:

BASIC COMPUTER PROGRAMS, COPIERS, SCANNERS
MAP REPRODUCTION (BLUEPRINT MACHINES)
HOLDER OF 3RD CLASS RADIOTELEPHONE BROADCAST LICENSE FCC

21. Please list any trade or professional organizations to which you currently belong:

AMERICAN PLANNING ASSOCIATION, AMERICAN INSTITUTE OF CERTIFIED PLANNERS, INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOC., FLORIDA CITY/COUNTY MANAGEMENT ASSOC., PALM BEACH CITY/COUNTY MANAGEMENT ASSOC.) SOCIETY FOR HUMAN RESOURCE MANAGEMENT, FLORIDA GOVERNMENT FINANCE OFFICERS ASSOC., URBAN LAND INSTITUTE AND FLORIDA CHAPTER OF AMERICAN PLANNING ASSOCIATION.

[redacted]

Commencing with your most recent employer, including self-employment, part-time employment, and military service (if applicable), please list in reverse chronological order your COMPLETE employment history. Please attach an addendum if needed to complete this section. (NOTE: If you are supplementing your application with a resume, all of the following requested information must be provided in your resume.) X-SEE DECLN 2

Name of Employer: TOWN OF LOXAHATCHEE GROVES	Starting Date: 10/1/11
Address: 14579 SOUTHERN BLVD, SUITE 2	Ending Date: 9/30/14
City/State: LOXAHATCHEE GROVES FL Zip Code: 33470	Final Salary: $125,000.00
Telephone Number (with area code): 561-215-7668 *	* MAYOR DAVID BROWNING
Your Immediate Supervisor: MAYOR DAVID BROWNING	
Your Position Title: TOWN MANAGER	

Duties and Responsibilities: I SERVED AS TOWN MANAGER THROUGH A MANAGEMENT COMPANY. I SERVED AS TOWN MANAGER CONDUCTING GENERAL MANAGEMENT SERVICES THROUGH A MANAGEMENT COMPANY WHICH INCLUDED TOWN CLERK, FINANCE, PLANNING & ZONING AND EMERGENCY MANAGEMENT. I MANAGED THE FOLLOWING OUTSOURCED SERVICES PER CONTRACT: LAW ENFORCEMENT, FIRE RESCUE, SOLID WASTE PUBLIC WORKS, CODE ENFORCEMENT, ENGINEERING & JANITORIAL SERVICES

Reason for Leaving: THE OWNER OF THE MANAGEMENT COMPANY RETIRED FROM AN OTHER POSITION IN GOVERNMENT IN SEPTEMBER 2014 AND INFORMED ME THAT HE WANTED TO TAKE OVER AS TOWN MANAGER FOR THE REMAINDER OF CONTRACT (9/30/15), THEREFORE MY TENURE ENDED AND I EXPERIENCED A "LAY OFF" IN THE POSITION

Name of Employer: CITY OF BELLE GLADE	Starting Date: 11/2007
Address: 110 DR MARTIN LUTHER KING JR BLVD W.	Ending Date: 4/2011
City/State: BELLE GLADE FL Zip Code: 33430	Final Salary: $130,356.72
Telephone Number (with area code): 561-996-0160	
Your Immediate Supervisor: LUMAX HARRELL CITY MANAGER	
Your Position Title: DEPUTY CITY MANAGER	

Duties and Responsibilities: I SERVED AS CHIEF EXECUTIVE OFFICER DURING THE CITY MANAGER'S ABSENCE. I SERVED AS A CHIEF OF STAFF FOR THE CITY MANAGER AND I WAS RESPONSIBLE FOR REVIEW AND COORDINATION OF CITY COMMISSION BUSINESS AGENDA ITEMS. I ALSO SERVED AS THE CITY'S AIRPORT MANAGER AND THE CITY'S EMERGENCY MANAGER.

Reason for Leaving: MY POSITION WAS UNFUNDED DUE TO BUDGET CONSTRAINTS

X - BEYOND MY LAST FOUR POSITIONS MY APPLICATION IS SUPPLEMENTED WITH OTHER PREVIOUS POSITIONS BY VIRTUE OF MY RESUME.

[redacted]

Name of Employer: TOWN OF DAVIE	Starting Date: 2/1997
Address: 6591 ORANGE DRIVE	Ending Date: 11/2007
City/State: DAVIE FLORIDA Zip Code: 33314	Final Salary: $117,462.02
Telephone Number (with area code): 954-797-1000	
Your Immediate Supervisor: THOMAS WILLI, TOWN ADMINISTRATOR	
Your Position Title: DEVELOPMENT SERVICES DIRECTOR	
Duties and Responsibilities: MY DUTIES AND RESPONSIBILITIES INCLUDED THE ADMINISTRATION AND SUPERVISION OF THE TOWN'S PLANNING & ZONING, BUILDING INSPECTIONS, CODE COMPLIANCE AND ENGINEERING SERVICES DIVISIONS. I WAS RESPONSIBLE FOR THE MANAGEMENT OF OVER 50 EMPLOYEES AND A $9 MILLION BUDGET (FY 06-07). MY DEPARTMENT SERVED AS SUPPORT TO VARIOUS BOARDS AND COMMISSIONS	
Reason for Leaving: I LEFT THE TOWN FOR ADVANCEMENT AND TO TAKE THE BELLE GLADE POSITION ABOVE.	

Name of Employer: CITY OF HALLANDALE	Starting Date: 4/1995
Address: 400 S. FEDERAL HIGHWAY	Ending Date: 1/1997
City/State: HALLANDALE BEACH FL Zip Code: 33009	Final Salary: $74,993.00
Telephone Number (with area code): 954-458-3251	
Your Immediate Supervisor: R.J. INTINDOLA, CITY MANAGER	
Your Position Title: GROWTH MANAGEMENT DIRECTOR	
Duties and Responsibilities: I WAS RESPONSIBLE FOR THE MANAGEMENT OF 20 EMPLOYEES AND A BUDGET OF $1.4 MILLION (FY 96-97). MY DEPARTMENT SERVED AS STAFF SUPPORT TO SEVERAL BOARDS AND SPECIFIC FUNCTIONS INCLUDED PLANNING AND ZONING, BUILDING INSPECTIONS AND CODE ENFORCEMENT.	
Reason for Leaving: LEFT FOR ADVANCEMENT AND TOOK THE POSITION WITH THE TOWN OF DAVIE.	

23. Please explain any gaps in your employment history:
THERE WAS A GAP OF FIVE MONTHS BETWEEN THE BELLE GLADE AND LOXAHATCHEE GROVES POSITIONS. I AM CURRENTLY IN THE MIDST OF A FOUR MONTH GAP IN EMPLOYMENT

24. Have you ever been fired, removed or dismissed from any position at any time?

Yes ☐ No ☒

If "yes", identify the employer and your job position, and explain why and include the date of the job action: _____

[redacted]

I hereby certify that all statements in this application, and accompanying resume if provided, are true and complete. I understand that any falsification, misrepresentation or omission of information by me shall serve as a basis for disqualification from consideration for employment or termination of my employment with the Town of Lake Park. I further understand that unless this application is completed in detail, it will not be considered.

I hereby give my consent to the Town of Lake Park to investigate and verify any information provided on this application form and successive documents completed for the purpose of employment consideration. All applicants shall be subject to a criminal background check. I consent to have background checks, pre-employment physical examinations, drug testing, reference checks and any other necessary investigations undertaken to determine my suitability for employment.

I hereby authorize any representative of the Town of Lake Park, bearing this release, or copy hereof, to obtain any information in your files pertaining to my educational background, attendance, employment history and disciplinary records. I hereby release any person who provides personnel file or applicant information pertaining to me from all claims of liability that might otherwise result from such information. I hereby release the Town of Lake Park or its employees from any and all liability for damages resulting from reference checks, background checks associated with this application.

I am further aware and understand that the Town of Lake Park requires its employees to adhere to numerous policies, rules, regulations and procedures, including but not limited to: (1) fingerprinting of its employees upon application and employment; (2) Equal Employment Opportunity Policy; (3) a Drug Free Workplace Policy; (4) drug screening requirements; and (5) a Tobacco Free Workplace Policy.

I voluntarily agree to abide by all Town policies if I am hired by the Town of Lake Park.

I further declare that if I am employed by the Town of Lake Park, and thus a recipient of public funds, that I affirm that I will support the Constitution of the United States and the State of Florida.

Applicant Full Name: MARK ALLAN KUTNEY
(please print)

Mark A Kutney
Signature of Applicant

1/21/15
Date

N/A
Signature of Applicant's Parent or Legal Guardian
(if applicant is a minor)

N/A
Date

The Town of Lake Park is an Equal Opportunity Employer.

Received
DEC 23 2014
Town of Lake Park
Dept. of Administrative Services

December 19, 2014

Ms. Bambi McKibbon-Turner, Director
Human Resources Department
Lake Park Town Hall
535 Park Avenue
Lake Park, Florida 33403

Dear Ms. McKibbon-Turner:

I recently saw your advertisement relative to the position of Town Manager, Town of Lake Park, Florida and I would like to be considered as a candidate for this position. **I believe that I possess the knowledge, skills and abilities desired for this opportunity and in conjunction with my work experience, I believe that I am a solid fit for the position.**

As you can see from my enclosed resume, I am an achievement-oriented manager with over thirty–seven years of experience (thirty-five plus years in a supervisory/management capacity) with local government (strong-mayor, city manager and county forms of government). What it may not demonstrate is the emphasis I place on building an organization that is focused on quality improvement and customer service. This approach requires establishing an organizational culture that is empowered to make decisions and act with a "bias of action" for ensuring productivity, quality enhancement, and citizen satisfaction.

In conjunction with this managerial philosophy, I bring an ability to solve problems quickly, to foresee potential problems, and implement strategies to avoid or resolve these matters in an anticipatory manner. I also have the skills and abilities to work effectively with all entities and the media.

I believe my experience and knowledge has prepared me to deal with the challenges confronting Lake Park. I am an experienced, knowledgeable, creative, enthusiastic and proactive individual that can provide leadership to the Lake Park Team.

With this background, and my two Masters Degrees in Public Administration (with Honors from Florida Atlantic University) and Regional Planning (The Pennsylvania State University), I believe that I am the effective leader that Lake Park is looking to employ.

Sincerely,

Mark A. Kutney, AICP, ICMA-CM
13627 Chatsworth Village Drive
Wellington, FL 33414
C (561) 601-4632

Mark A. Kutney, AICP, ICMA-CM

13627 Chatsworth Village Drive, Wellington, FL 33414-8956
H (561) 793-8512 C (561) 601-4632
makutney_3254@mail.com

DEC 23 2014
Town of Loxahatchee Groves
Dept. of Administration

SUMMARY OF QUALIFICATIONS

Over thirty- seven years of local government experience with thirty- five plus years in a supervisory/management capacity, and a proficiency in the following areas:

- Growth Management
- Economic Development
- Customer Service
- Strategic Planning
- Labor Relations/Collective Bargaining
- Budgeting/Capital Budgeting
- Project Management
- Human Resources
- Media Relations
- Grantsmanship
- Emergency Management

I am an ICMA Credentialed Manager and savvy leader with a commitment to the principles of Total Quality Management (TQM). Versed in managing change and specializing in dealing with high pressure/demand activities in local government. A dedicated team player with city (strong mayor and city manager forms of government) and county experience.

PROFESSIONAL EMPLOYMENT EXPERIENCE

Town Manager for the Town of Loxahatchee Groves. October 2011-September 2014

The Town of Loxahatchee Groves is located in central Palm Beach County and was incorporated as Palm Beach County's 38th municipality on 6/23/06. The Town has a population of 3,173 (2012 BEBR estimate) and comprises 12.5 square miles. The Town conducts its activities as a contract service municipality and I serve as Town Manager conducting general management services for the Town through a management company. Specifically, these general management services include general administrative duties, Town Clerk, Finance; Planning and Zoning and Emergency Management. The Town also provides the following services through major contract vendors including: Law Enforcement and Fire Rescue via Palm Beach County; Solid Waste Management; Public Works; Code Enforcement; Engineering Services; and Building Services. A number of minor services are also provided including Special Magistrate, auditing and debris removal services.

Accomplishments

- I was presented with the Awards of Financial Reporting Achievement by the Government and Finance Officers Association of the United States and Canada (GFOA) for preparation of the Comprehensive Annual Financial Reports (CAFR) for Fiscal Year

Ended September 30, 2011; the Fiscal Year ended September 30, 2012; and the Fiscal Year ended September 30, 2013.

- I successfully guided Palm Beach State College through the Comprehensive Plan process for the purpose of permitting the College to build their fifth branch campus along with associated commercial development in the town.

- I was responsible for guiding the adoption of the 2012-2013 all funds budget through the Town Council with an approved reduction of 9.37 percent and a General fund reduction of almost 27 percent.

- I led the efforts that implemented the conversion of the Town 's wireless computer system and replaced such with new computer hardware and software; creation of a new website; and through a forensic data recovery firm recovered one terabyte of electronic files that were deleted due to mismanagement of the previous management firms.

- Implemented the Town's first Capital Improvements Program and Budget.

- Successfully guided the Town in the completion of the construction of the 148th Culvert Bridge Project and the OGEM treatment (Open Grade Emulsified Mix) of ¾ mile sections of North Road.

- Monitored and directed Town recovery activities during Tropical Storm Isaac.

- Served as the Town's Chief Procurement Officer and handled numerous recruitments including the bid for Solid Waste Services and the Request for Qualification (RFQ) under Florida CCNA requirements for various Town Engineering Services

Deputy City Manager for the City of Belle Glade, Florida **2007-2011**

The City of Belle Glade is located on the southeastern shore of Lake Okeechobee and is the largest city within the greater glades area of Palm Beach County. The City has a population of 17,107 (2009 Florida BEBR estimate) and comprises 4.65 square miles. The City's adopted total budget for fiscal year 2009-2010 is $18,168,426 and the City has 92 full time employees allocated throughout the various funds. The Deputy City Manager, works under the direction of the City Manager and acts as Chief Executive Officer during the City Manager's absence. As Deputy City Manager, I served as a Chief of Staff for the City Manager, and I was responsible for review and coordination of City Commission business agenda items. I also served as the City's **Airport Manager** and **Emergency Manager.**

In addition to consulting and advising the City Manager about community/program needs, I was the **Project Manager** for several high profile projects including the **Belle Glade Boat Lock Design and the Strategic Business Plan for Belle Glade Airport.** I was also an appointed (by the Belle Glade City Commission) member of the Glades Utility Authority (GUA) Governing Board, an independent water / waste water service provider to the Glades area. This Board is

responsible for all business decisions of the Authority's 24 million dollar utility operation. In **November, 2010 I was elected chairman of the GUA Authority Board by members of the Governing Board.**

Accomplishments:

- In conjunction with Palm Beach County Emergency Management, I coordinated the reviews, preparation and City Commission adoption of the Continuity of Operations Plan (COOP) for Emergency Operations.
- I played an instrumental role in the review, negotiations, amendment and City Commission adoption of an Interlocal Agreement with Palm Beach County and the cities of Pahokee and South Bay to create the Glades Utility Authority. This agreement essentially transferred the City's water and waste water services to an independent utility authority.
- Assisted the City Manager with the successful negotiation and development of contracts to outsource the management of the City's golf course and commercial campground/marina to separate management entities.
- I handled negotiations with Palm Beach County for the creation of an Interlocal Service Boundary Agreement (ISBA) and in conjunction with this effort, prepared and developed a new application format, procedures, and requirements related to the City's program for future annexation efforts.
- I coordinated the successful adoption and the Florida Department of Community Affairs (DCA) notice of intent compliance finding for the EAR based amendment to the comprehensive plan.
- I was responsible for guiding the adoption of the 2008-2009 Budget through the City Commission as the Acting City Manager and coordinated the completion the 2005-2006 Audit/CAFR that was several years behind schedule.
- On a continual basis, I was responsible for the successful review and coordination of all agenda reports and business items that were presented before the City Commission twice monthly.

Acting City Manager for the City of Belle Glade, Florida
September 3, 2008-November 2, 2008

I assumed the duties of Acting City Manager as a result of the City Manager being discharged.

Development Services Director for the Town of Davie, Florida **1999 to 2007**

The Town of Davie known for its open space system and western theme development has a population of over 90,000 and an area of 35.6 square miles. Responsibilities included: the administration and supervision of the Town's Planning and Zoning; Building; Code Compliance; and Engineering Services Divisions. Was responsible for the management of eighty (80) employees and a total department budget of $8,923,309 (FY 06-07). The Department served as staff support to the Planning and Zoning Board, Site Plan Committee, Unsafe Structures Board, and Special Magistrate Code Hearing Process.

Specific functional duties included: the development of the Comprehensive Plan and Long Range Planning Program; Development Review and processing of Development Related applications (i.e. rezoning, special permits, variances, site plan review and the like); code

compliance process; permitting and inspections; economic development; special planning and design studies and various other functions.

Accomplishments:

- Successfully guided the preparation and adoption of the Town's **Housing** and **Transportation Elements** Amendments to the Comprehensive Plan. Florida DCA found the Amendments in compliance.
- Prepared, supervised and guided the adoption of the **Griffin Road Corridor Zoning District.** This project was a major planning and design effort resulting from condemnation of Griffin Road Right of Way and the increase of a two (2) lane section into six (6) lanes.
- Successfully updated and revised staff planning reports to withstand legal challenges associated with Quasi-Judicial Hearings.
- Updated and revised code compliance mitigation guidelines for fairness and equity.
- Successfully guided the preparation of the **Citizens' Action Plan for the State Road 7 Corridor.**
- In conjunction with my Supervisory Management Team, developed and guided the preparation of the Development Services Department **Strategic Management Plan.**
- Principal author of the Town of Davie **Customer Service Guidelines.**
- Principal author and successfully guided the adoption of the Town's **Cost Recovery Program** related to Development Review Applications.

Director of Growth Management for the City of Hallandale, Florida **1995 -1999**

Accomplishments:

- Supervised the preparation of the City's 1995 Evaluation and Appraisal Report (EAR) as required by Florida Statute. The South Florida Regional Planning Council review staff promoted the Report as a model for other cities to use.
- Prepared, supervised, and implemented a City-wide improvement program-**A Comprehensive Approach to Code Enforcement.**
- Successfully amended, reformatted and guided legislation adopting a **Minimum Property Maintenance Occupancy Code** through the City Commission. The Project had languished for over 8 years prior to my involvement.

Community Development Director for the City of Titusville, Florida **1991-1995**

Accomplishments:

- Successfully completed the **City's Land Development Regulations** and guided this legislation as well as **City-wide Administrative Rezonings** through the City Council.

- Supervised the completion of **Titusville Commons Parking Facility and Sylvan Park Community Center.**
- Guided the successful completion of the planning phases for the **Space Walk of Fame Riverwalk Project.**

Planning and Development Director for the City of Greenacres, Florida **1984-1991**

Accomplishments:

- Successfully guided the passage of legislation that amended the majority of the Zoning Ordinance, initiated growth control measures and administratively rezoned the majority of the City.
- During my tenure, was responsible for the review and site planning of over 1 million square feet of commercial and shopping center development.
- Successfully completed the City's Comprehensive Plan pursuant to the 1985 Growth Management Act. The Plan was completed almost entirely in-house.

Planning and Management Consultant, Diversified Planning Consultants, Lake Worth, Florida **1985-1991**

Owner of consulting concern specializing in planning and management services. Clients included the Town of Lake Clarke Shores and Kohl & Mighdoll. Provided services to Barker, Osha & Anderson, Inc. and Executive Management Consultants as a subcontractor. Scope of services included: Developing Comprehensive Plans; developing land development regulations; serving as an expert witness; and the development of planned agreements.

Senior Planner in the Current Planning Division of the Sarasota County Planning Department **1982-1984**

Assistant Executive Director for the City of Wilkes-Barre, Pennsylvania Department of Planning and Development **1978-1982**

Research Analyst for the City of Wilkes-Barre, Pennsylvania Department of Planning and Development **1977-1978**

SPEECHES AND PRESENTATIONS

- Presentation on "**Local Government and Private Consultants Working Together**" at the 2007 Florida Planning and Zoning Association Annual State Conference.
- Presentations on "**Visions and Realities; Let's Make a Deal" Rethinking Redevelopment in a Changing Market** at the 2007 Broward Alliance Redevelopment Conference.

- Presentation on **"Linking Land Use-Plans and Regulations"** Classroom on Wheels seminar series, Sarasota Vocational Center.
- Speech on **"Small City Planner's Perspective on Doing the Comprehensive Plan In-House"** at the Florida League of Cities seminar on Comprehensive Planning-The Nuts and Bolts Problems.
- Speech on **"Architectural Review and Community Appearance Boards"** at the Florida Planning and Zoning Association Annual Conference.
- Numerous other presentations before various organizations bodies and social clubs.

ADDITIONAL COMMUNICATION SKILLS

Holder of 3rd class Radiotelephone Broadcast License through the Federal Communications Commission

EDUCATION

Master of Public Administration with Honors, Florida Atlantic University
Master of Regional Planning, The Pennsylvania State University
Bachelor of Arts in Urban Affairs, Wilkes College (currently Wilkes University)

Continuing Education:

The Certificate in Public Sector Human Resource Management
The Certificate in Internal Investigations, Council on Education in Management in Association with the George Washington University, School of Business and Public Management
Certificate in Process Management, University of Florida Leadership Development Institute
Certificates from the Emergency Management Institute, FEMA in the following study courses:

IS-00100.a	Introduction to the Incident Command System, ICS-100
IS-00100.PWa	Introduction to the Incident Command System ICS-100 for Public Works
IS-00200.a	ICS for Single Resources and Initial Action Incidents, ICS-200
IS-00700.a	National Incident Management System (NIMS) and Introduction
IS-00800.b	National Response Framework, Introduction
G-300	Intermediate Incident Command for Expanding Incidents
G-400	Advanced ICS for Command and General Staff: Complex Incidents

Certificate of Achievement from the National League of Cities Emergency Management Training Program PER-284 Crisis Leadership for Local Officials NLCI

OTHER EDUCATION AND TRAINING

Numerous Certificates and Educational Units obtained can be furnished upon request.

PROFESSIONAL AFFILIATIONS

- Governing Board Member- Glades Utility (GUA) –Independent Governmental Authority responsible for providing water/waste water services for the cities of Belle Glade, Pahokee, and South Bay, and the unincorporated areas of Palm Beach County (Glades area) 2009-2011. **I was elected board chairman in November, 2010.**
- American Planning Association
- American Institute of Certified Planners, Certification No. 4501
- International City/County Management Association (member number 247890)
- Florida City and County Management Association
- Palm Beach City County Management Association
- Florida Chapter of the American Planning Association
- Society for Human Resource Management
- Florida Government Finance Officers Association
- Urban Land Institute
- Davie/Cooper City Rotary Club, member 1999-2007, Board of Directors member 2006-2007
- Town of Davie, Elected member, Board of Trustees, Management & General Employees Pension, 2007

mail.com

Town Manager

From: "Mark Kutney" <makutney_3254@mail.com>
To: humanresources@lakeparkflorida.gov
Date: Dec 19, 2014 1:36:14 PM

Hello Ms. Mckibbon-Turner:

I am pleased to submit and looking forward to competing for the Town Manager position in Lake Park. Attached please find a letter of interest, resume and completed Release of Information and Contact Information. Please consider me as a candidate for the Town Manager Opportunity. Should you need any further information or have any questions concerning my candidacy, please contact me.

Thank you for your consideration.

Sincerely,

Mark A. Kutney, AICP, ICMA-CM
Former Town Manager
Town of Loxahatchee Groves, Florida

Attachments

- Cover Letter Town of Lake Park Florida.doc
- Lake Park Release of Information.pdf
- Mark Kutney Resume 2014.doc

December 19, 2014

Ms. McKibbon-Turner:

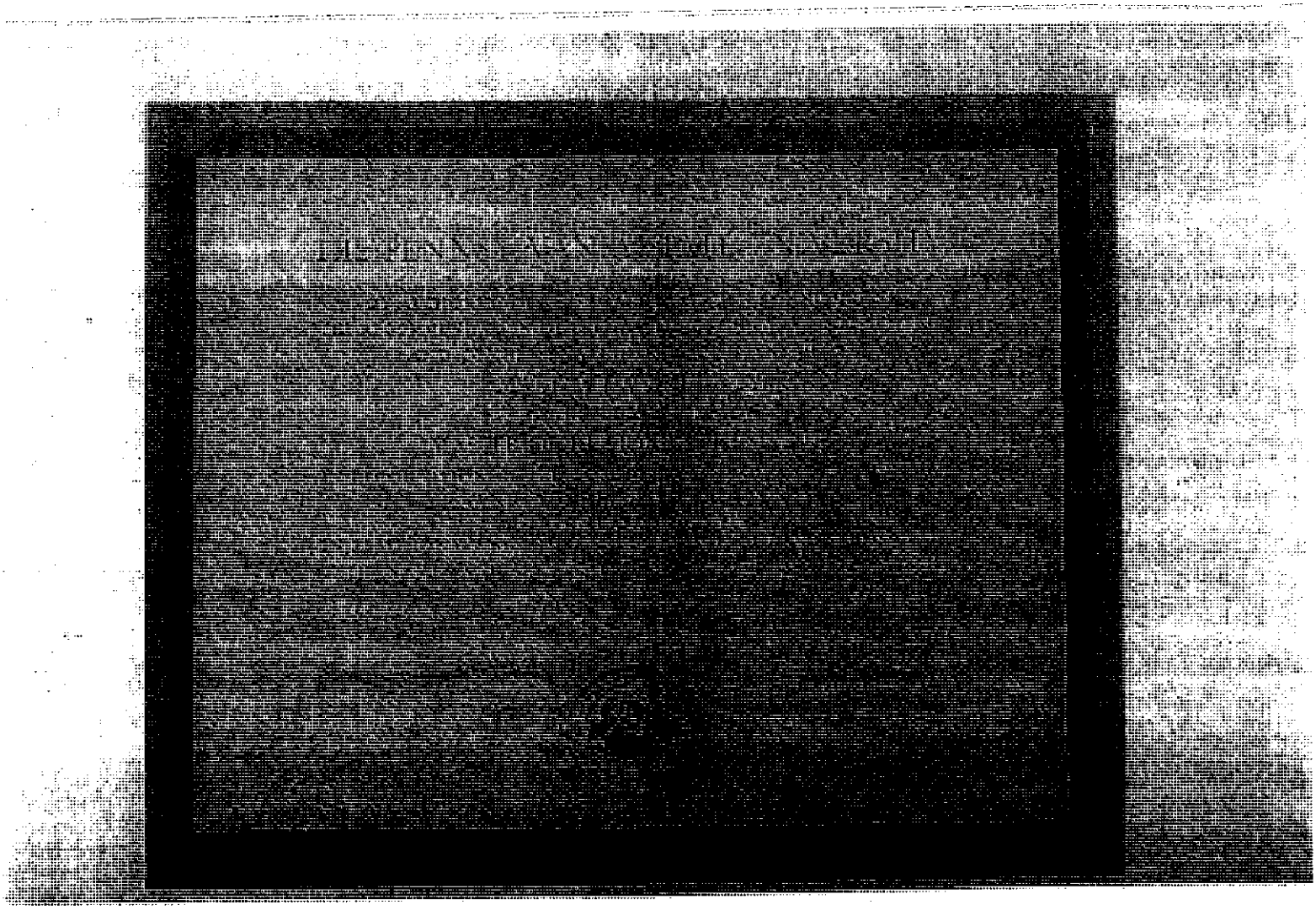
RE: Town Manager/Application of Mark A. Kutney

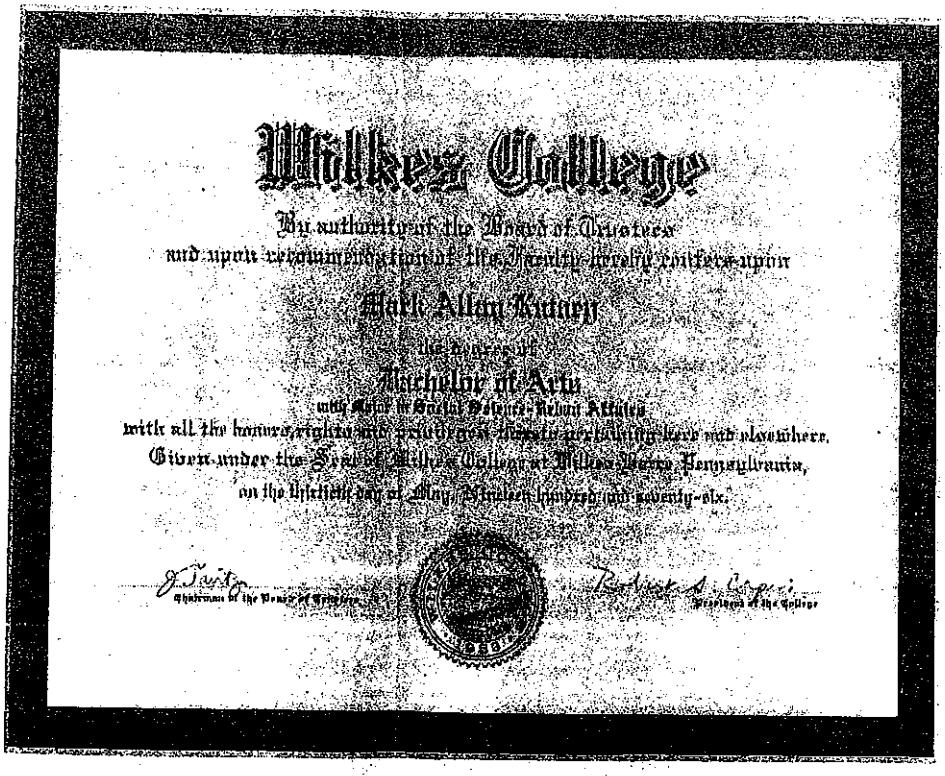
Pursuant to your request, enclosed is the entire hard copy of the email transmission that I sent you earlier today. This hard copy submittal includes the original Release of Information and Contact Information. Should you need anything further, please do not hesitate to contact me.

Sincerely,

Mark A Kutney

Mark A. Kutney, AICP, ICMA-CM





Wilkes College

By authority of the Board of Trustees
and upon recommendation of the Faculty hereby confers upon

Mark Allan Kuney

the Degree of

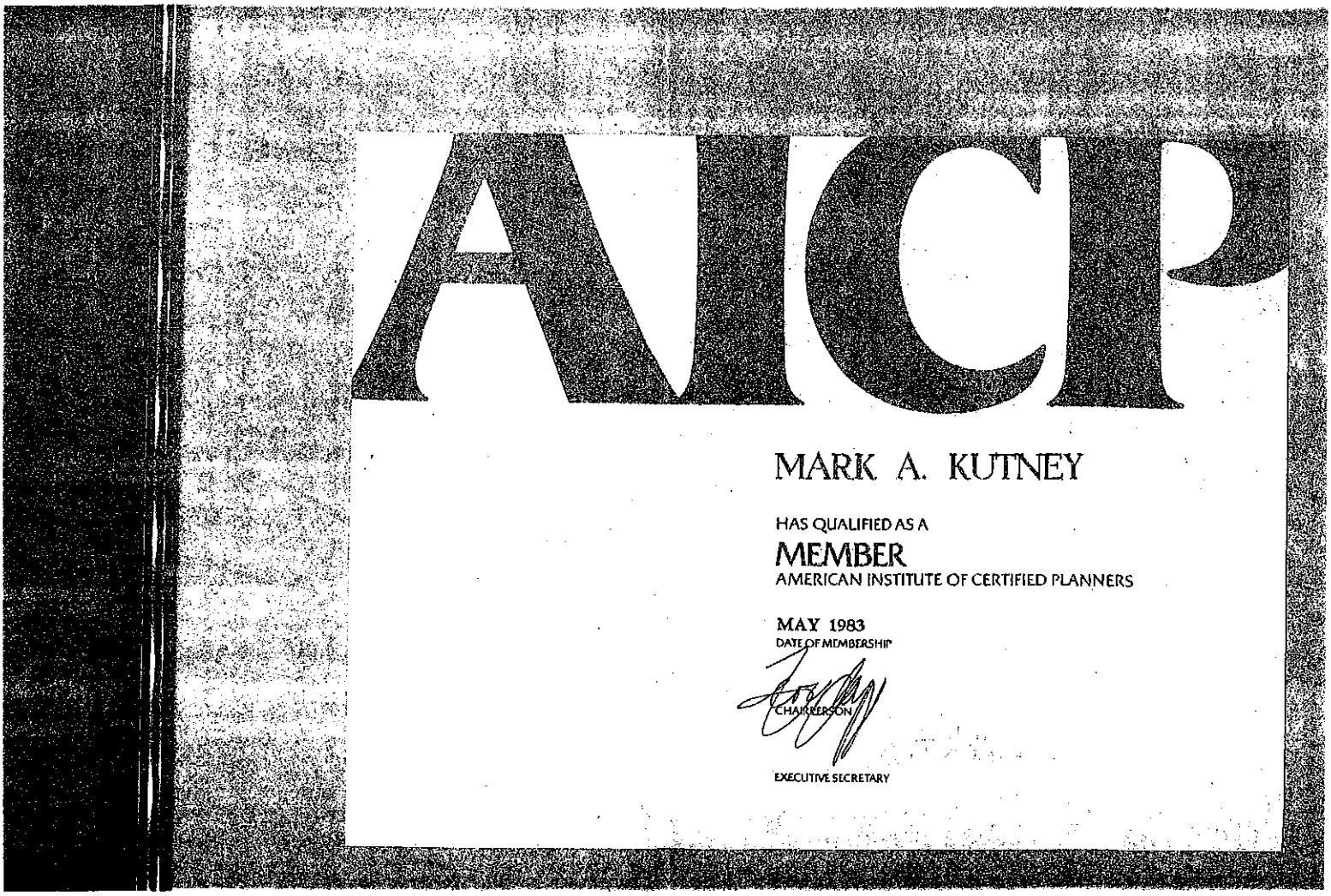
Bachelor of Arts

with Major in Social Science: Urban Affairs

with all the honors, rights and privileges thereto pertaining here and elsewhere.
Given under the Seal of Wilkes College at Wilkes-Barre, Pennsylvania,
on the thirtieth day of May, Nineteen hundred and seventy-six.

Chairman of the Board of Trustees

President of the College


AICP
MARK A. KUTNEY
HAS QUALIFIED AS A
MEMBER
AMERICAN INSTITUTE OF CERTIFIED PLANNERS
MAY 1983
DATE OF MEMBERSHIP
CHAIRPERSON
EXECUTIVE SECRETARY

The National Honor Society for Public Affairs and Administration

Pi Alpha Alpha

ΠΑΑ

This is to certify that

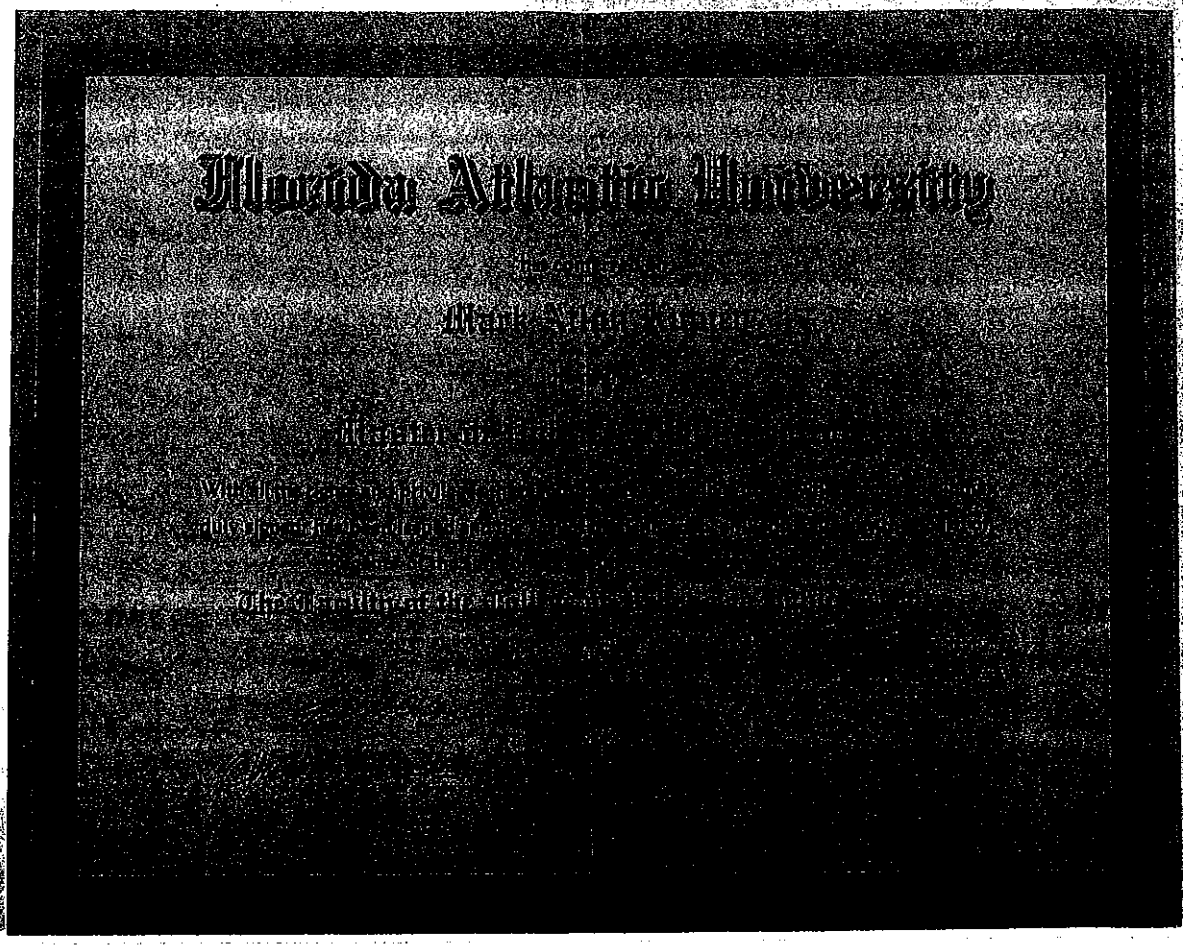
Mark A. Kutney

has been elected a member of Pi Alpha Alpha by the Florida Atlantic University Chapter on the 4th of April 1991

National Director

Chapter President

Chapter Secretary


Florida Atlantic University

Violet L. Leffingwell

TOWN OF LAKE PARK

An Equal Opportunity Employer

EMPLOYMENT APPLICATION FORM

Please type or print clearly. Do not use pencil. Do not revise or reformat this application form in any way.
A separate application form containing the applicant's original signature is required for each position. Applications will not be accepted by fax. Completed applications must be submitted **by the applicant directly to the Human Resources Department**, Lake Park Town Hall, 535 Park Avenue, Lake Park, Florida 33403. Applications must be complete at the time they are submitted. Please answer each question or insert "N/A" if the question is not applicable. Applications are accepted only for advertised positions.

In accordance with the provisions of the **Americans with Disabilities Act**, please notify the Human Resources Department at 561-881-3310 in advance if you require special accommodations to participate in the employment application process.

1. Position Applied For: Town Manager
(*Please state the position applied for exactly as it has been advertised.*)

2. Is this position: ☑ Full-time ☐ Part-time ☐ Temporary ☐ Intermittent (Seasonal)
(*Please check one of the above boxes.*)

3. How did you first learn about this position: League of Cities ?

4. Applicant's Last Name: Leffingwell

5. Full First Name: Violet Middle Name: Lee

6. Applicant's Home Address: 433 Barnett Street
(*Do not use a post office box.*)

City: West Palm Beach State: FL. Zip Code: 33405

Home Telephone No. (*with area code*): 561-512-8504 Cell Phone No. (*with area code*): Same

Email Address: lleffingwell@townofmangoviapark.com

7. Social Security Number: [redacted]
(*The Town of Lake Park requests your social security number for the purpose of conducting pre-employment background checks, pre-employment physical examinations and drug screens, employment benefits, and income reporting. Your social security number will be used solely for these purposes.*)

8. Have you ever worked for the Town of Lake Park? Yes ☐ No ☑
If "yes", please provide position title(s), department(s), dates of employment, and reason for leaving:
N/A

RECEIVED
JAN 16 2015
BY:

9. Have you ever applied for a position with the Town of Lake Park before? Yes ☐ No ☑
If "yes", please provide the position(s) for which you applied and the date of your application(s):

N/A

10. Do you have any relatives currently employed by the Town of Lake Park? Yes ☐ No ☑
If "yes", please print name, relationship to you and the Town department in which your relative works:

N/A

11. May we contact your present employer? Yes ☑ No ☐

12. Is there any reason that you would not be able to perform the responsibilities and tasks of the position for which you are applying? Yes ☐ No ☑

13. Can you work evenings? Yes ☑ No ☐

14. Can you work weekends? Yes ☑ No ☐

15. Are you legally able to work in the United States? Yes ☑ No ☐

16. Have you **EVER** been arrested, received a Notice to Appear, been charged, convicted, entered a plea of *nolo contendere* (no contest), entered a plea of guilty, been found guilty or had adjudication withheld in a criminal offense; or, are there any criminal charges now pending against you?

Yes ☐ No ☑

If "yes", please describe the charge and the outcome of the charges (please be sure to respond thoroughly and accurately to this question. Failure to answer accurately and fully or failure to disclose requested details on this application form will be counted as an omission of relevant facts and will be grounds for disqualification from consideration or revocation of job offer if recommended for hire):

N/A

17. Do you have a valid Florida (or out-of-state) driver's license? Yes ☑ No ☐ If your answer is "yes", please provide your driver's license number below and the issuing state:
Driver's License Number: [redacted] uing State: FL

18. Do you have a valid Florida Commercial Driver's License (CDL)?

Yes ☐ No ☑

If "yes", indicate class below:

Class A ☐ Class B ☐ Class C ☐ Class D ☐ Chauffeur's License ☐
Expiration Date: N/A Endorsements: N/A

Please provide your full name if different while attending school: Violet Lee Reynolds

High School or GED Lake Worth High	
Full Name: Violet Lee Reynolds	Date Graduated: 1959
Address:	
City/State/Zip Code: Lake Worth, Fl. 33405	
College/University Palm Beach Junior College	
Full Name: Violet Lee Heffingwell	Date Graduated:
Address: Lake Worth, Fl. 33405	Major: Law Enforcement
City/State/Zip Code:	Degree: A.S.
College/University F.A.U.	
Full Name: Violet Lee Heffingwell	Date Graduated: N/A
Address: Boca Raton, Fl.	Major: Criminal Justice
City/State/Zip Code:	Degree: B.S.
Training/Vocational School Building Official - Dept of Professional Regulation	
Full Name: Violet Lee Heffingwell	Date Completed: 1980's
Address: Tallahassee, Fl.	Licenses or Certifications:
City/State/Zip Code:	Building Official License BU-432
NOTE: Please attach copies of degrees or certificates at the time of application.	By request

20. Please list all special skills, computer programs, office machines, equipment, tools, etc. that you are able to use:

All office Equipment

21. Please list any trade or professional organizations to which you currently belong:

League of Cities
Building Officials Assoc
Palm Beach County League of Cities, Florida League of Cities
Palm Beach County Manager Assoc.

[redacted]

Commencing with your most recent employer, including self-employment, part-time employment, and military service (if applicable), please list in reverse chronological order your COMPLETE employment history. Please attach an addendum if needed to complete this section. (NOTE: If you are supplementing your application with a resume, all of the following requested information must be provided in your resume.)

Name of Employer: Town of Mangonia Park.	Starting Date: 2006
Address: 1755 E. Tiffany Drive	Ending Date: Still Employed
City/State: Mangonia Park, FL Zip Code: 33407	Final Salary: 90,000
Telephone Number (with area code): 561-848-1235	
Your Immediate Supervisor: Mayor William Albury	
Your Position Title: Town Manager Water	
Duties and Responsibilities: Utilities Director, Grants and Management Zoning, Planning, Special Events, development	
Reason for Leaving: Still employed	

Name of Employer: Town of Glen Ridge	Starting Date: 5 years
Address: 1501 Glen Road	Ending Date: 2006
City/State: Glen Ridge, FL Zip Code: 33406	Final Salary:
Telephone Number (with area code): 561-697-8868	
Your Immediate Supervisor: Mayor Alice McClane	
Your Position Title: Town Manager, Building Official, Code Enforcement	
Duties and Responsibilities: Clerk duties, minutes, finance, agendas Grants	
Reason for Leaving: OTHER Full Time Employment was working part Time for Mangonia Park at same Time	

22. EMPLOYMENT HISTORY (CONTINUED)

Name of Employer: Town of Cloud Lake	Starting Date: Part Time
Address: 100 Lang Road	Ending Date: 13 years
City/State: Cloud Lake, FL Zip Code: 33406	Final Salary: Job ending
Telephone Number (with area code): 561-686-2815	
Your Immediate Supervisor: Clerk, Mayor Dorothy Gravlin	
Your Position Title: Building and Code Enforcement	
Duties and Responsibilities: Inspections, reports, hearings Code Enforcement, permits, plan review	
Reason for Leaving: worked for them until 2010, when I was d... with stage four cancer and started receiving treatment. Continued with Full Time in Mangonia Park	
Name of Employer: Town of Lake Clarke Shores	Starting Date:
Address: 1701 Barbados Rd.	Ending Date: 5 years.
City/State: Lake Clark Shores, FL Zip Code: 33406	Final Salary:
Telephone Number (with area code): 561-964-1515	Full Time
Your Immediate Supervisor: Town Manager	
Your Position Title: Building Official/Code Enf.	
Duties and Responsibilities: Building, Inspections, permit review, development grants, zoning	
Reason for Leaving: was working part time for them Ridge & Cloud Lake at the same time	

23. Please explain any gaps in your employment history:
No gaps - worked for several cities and towns at the same time, with different duties in each

24. Have you ever been fired, removed or dismissed from any position at any time?

Yes ☐ No ☑

If "yes", identify the employer and your job position, and explain why and include the date of the job action: _____

I hereby certify that all statements in this application, and accompanying resume if provided, are true and complete. I understand that any falsification, misrepresentation or omission of information by me shall serve as a basis for disqualification from consideration for employment or termination of my employment with the Town of Lake Park. I further understand that unless this application is completed in detail, it will not be considered.

I hereby give my consent to the Town of Lake Park to investigate and verify any information provided on this application form and successive documents completed for the purpose of employment consideration. All applicants shall be subject to a criminal background check. I consent to have background checks, pre-employment physical examinations, drug testing, reference checks and any other necessary investigations undertaken to determine my suitability for employment.

I hereby authorize any representative of the Town of Lake Park, bearing this release, or copy hereof, to obtain any information in your files pertaining to my educational background, attendance, employment history and disciplinary records. I hereby release any person who provides personnel file or applicant information pertaining to me from all claims of liability that might otherwise result from such information. I hereby release the Town of Lake Park or its employees from any and all liability for damages resulting from reference checks, background checks associated with this application.

I am further aware and understand that the Town of Lake Park requires its employees to adhere to numerous policies, rules, regulations and procedures, including but not limited to: (1) fingerprinting of its employees upon application and employment; (2) Equal Employment Opportunity Policy; (3) a Drug Free Workplace Policy; (4) drug screening requirements; and (5) a Tobacco Free Workplace Policy.

I voluntarily agree to abide by all Town policies if I am hired by the Town of Lake Park.

I further declare that if I am employed by the Town of Lake Park, and thus a recipient of public funds, that I affirm that I will support the Constitution of the United States and the State of Florida.

Applicant Full Name: Violet Lee Heffingwell
(please print)

V. Lee Heffingwell
Signature of Applicant

1/8/15
Date

N/A
Signature of Applicant's Parent or Legal Guardian
(if applicant is a minor)

N/A
Date

The Town of Lake Park is an Equal Opportunity Employer.

Violet L. Leffingwell

5615128504 | 433 Barnett St. WPB, FL 33405

RECEIVED
JAN 16 2015

BY: .....

January 13, 2015

To the Town of Lake Park and Coucilpersons,

I have been in the Municipal Government for over 25 years. During my career I have been in the position to affect the positive change in a few different areas in Palm Beach County. From The Palm Beach gardens to The Town of Mangonia Park. I have been an effective Building Official, overseeing planning, zoning and issuing permits. Over my time in different Municipalities I have sought to bring in grants to help improve each township. These grants have included everything from parks and recreations to restoration of water systems. My goal has always been to help improve the town for the people that live there. Over the past 4 years I have brought in an over $4 Million dollars. I have taken The Town of Mangonia Park from a reserve of $0 to over $1 million. Along with grants that I have acquired and overseeing Building and Code Enforcement, I negotiated the contract with PBSO to take over duties and patrols for Mangonia Park. The average contract negotiation settled at 3%, I was able to negotiate the contract to 1%. I believe the Town of Lake Park is a great area in Palm Beach County with the potential of becoming one of the best, if not the best, with assets like the Lake Park Marina. I look forward to working closely with the Mayor, Council People, and Citizens of Lake park to seeing the town reach its fullest potential. Salary Desired: Amount already budgeted for Fiscal Year 2014-2015

Sincerely,

Violet L. Leffingwell

Violet L. Leffingwell

433 Barnett St. WPB, FL 33405 • 561-512-8504 •

Professional Summary

Extensive background in Town Management, grant writing, contract negotiations and code enforcement. Well versed in zoning and code compliance laws. Record of improving a towns' budget and infrastructure. Well rounded in the day to day operations of town management. In charge of balancing yearly budget.

Core Competencies

- Planning and Zoning
- Contract Negotiations
- Water Plant Management
- Budget Planning
- Grant Writing
- Town Management
- Real Estate Deals
- Project Planning and Development

Professional Experience

Town of Mangonia Park West Palm Beach — **2006 - present**
Town Manager/Water Plant Director

- *Utilities Director*
- *Zoning, Planning and Development*
- *Budget Planning and Grant Writing*
- *Special Events*

Town of Glen Ridge West Palm Beach — **2000 - 2006**
Town Manager/Building Official/Code Enforcement

- Building Inspections, permits and planning
- Budget Planning
- Clerk Duties
- Grants and Financing

Town of Cloud Lake West Palm Beach — **1997 - 2010**
Building Official/Code Enforcement

- Plan Review
- Building inspections, reports and permits
- Code enforcement

Town of Lake Clarke Shores West Palm Beach — **1992 - 1997**
Building Official/Code Enforcement

- Building Inspections
- Permit Review
- Zoning
- Development of grants

Patrick J. Lynch

TOWN OF LAKE PARK

An Equal Opportunity Employer

EMPLOYMENT APPLICATION FORM

Please type or print clearly. Do not use pencil. Do not revise or reformat this application form in any way. A separate application form containing the applicant's original signature is required for each position. Applications will not be accepted by fax. Completed applications must be submitted **by the applicant directly to the Human Resources Department**, Lake Park Town Hall, 535 Park Avenue, Lake Park, Florida 33403. Applications must be complete at the time they are submitted. Please answer each question or insert "N/A" if the question is not applicable. Applications are accepted only for advertised positions.

In accordance with the provisions of the **Americans with Disabilities Act**, please notify the Human Resources Department at 561-881-3310 in advance if you require special accommodations to participate in the employment application process.

1. Position Applied For: TOWN MANAGER
(*Please state the position applied for exactly as it has been advertised.*)

2. Is this position: ☒ Full-time ☐ Part-time ☐ Temporary ☐ Intermittent (Seasonal)
(*Please check one of the above boxes.*)

3. How did you first learn about this position: Job Posting (ICMA) ?

4. Applicant's Last Name: LYNCH

5. Full First Name: Patrick Middle Name: James

6. Applicant's Home Address: 167 Cordoba Circle
(*Do not use a post office box.*)

City: Royal Palm Beach State: FL Zip Code: 33411-1320

Home Telephone No. (*with area code*): 561-790-0155 Cell Phone No. (*with area code*): 561-282-8554

Email Address: PatLynch@bellsouth.net

7. Social Security Number: [redacted]
(*The Town of Lake Park requests your social security number for the purpose of conducting pre-employment background checks, pre-employment physical examinations and drug screens, employment benefits, and income reporting. Your social security number will be used solely for these purposes.*)

8. Have you ever worked for the Town of Lake Park? Yes ☐ No ☒
If "yes", please provide position title(s), department(s), dates of employment, and reason for leaving:

9. Have you ever applied for a position with the Town of Lake Park before? Yes ☐ No ☒
If "yes", please provide the position(s) for which you applied and the date of your application(s):

_____

_____

_____

10. Do you have any relatives currently employed by the Town of Lake Park? Yes ☐ No ☒
If "yes", please print name, relationship to you and the Town department in which your relative works:

_____

11. May we contact your present employer? Yes ☒ No ☐

12. Is there any reason that you would not be able to perform the responsibilities and tasks of the position for which you are applying? Yes ☐ No ☒

13. Can you work evenings? Yes ☒ No ☐

14. Can you work weekends? Yes ☒ No ☐

15. Are you legally able to work in the United States? Yes ☒ No ☐

16. Have you **EVER** been arrested, received a Notice to Appear, been charged, convicted, entered a plea of *nolo contendere* (no contest), entered a plea of guilty, been found guilty or had adjudication withheld in a criminal offense; or, are there any criminal charges now pending against you?

Yes ☐ No ☒

If "yes", please describe the charge and the outcome of the charges (please be sure to respond thoroughly and accurately to this question. Failure to answer accurately and fully or failure to disclose requested details on this application form will be counted as an omission of relevant facts and will be grounds for disqualification from consideration or revocation of job offer if recommended for hire):

_____

_____

_____

_____

17. Do you have a valid Florida (or out-of-state) driver's license? Yes ☒ No ☐ If your answer is "yes", please provide your driver's license number below and the issuing state:
Driver's License Number: [redacted] Issuing State: FL

18. Do you have a valid Florida Commercial Driver's License (CDL)?

Yes ☒ No ☐

If "yes", indicate class below:

Class A ☒ Class B ☐ Class C ☐ Class D ☐ Chauffeur's License ☐

Expiration Date: 8-9-2018 Endorsements: TPX

Please provide your full name if different while attending school: _____

High School or GED	
Full Name: Thomas Jefferson High School	Date Graduated: June, 1970
Address: 6560 Braddock Road	
City/State/Zip Code: Alexandria, VA 22312	
College/University	
Full Name: University of Maryland	Date Graduated: June, 1974
Address: 7950 Baltimore Avenue	Major: Law Enforcement
City/State/Zip Code: College Park, MD 20742	Degree: Bachelor of Arts
College/University	
Full Name: Florida Atlantic University	Date Graduated: May, 1998
Address: 777 Glades Road	Major: Public Administration
City/State/Zip Code: Boca Raton, FL 33431	Degree: Master of Public Administration
Training/Vocational School	
Full Name: University of Louisville	Date Completed: 1997
Address: 2301 South Third Street	Licenses or Certifications: Administrative Officers
City/State/Zip Code: Louisville, KY 40292	Course
NOTE: Please attach copies of degrees or certificates at the time of application.	

20. Please list all special skills, computer programs, office machines, equipment, tools, etc. that you are able to use:

Computer literate Microsoft Office, familiar with office equipment

21. Please list any trade or professional organizations to which you currently belong:

Police Benevolent Association

Fraternal Order of Police

2. EMPLOYMENT HISTORY

Commencing with your most recent employer, including self-employment, part-time employment, and military service (if applicable), please list in reverse chronological order your COMPLETE employment history. Please attach an addendum if needed to complete this section. (NOTE: If you are supplementing your application with a resume, all of the following requested information must be provided in your resume.)

Name of Employer: Palm Beach Sheriff's Office	Starting Date: 10-1977
Address: 3228 Gun Club Road	Ending Date: 4-2010
City/State: West Palm Beach, FL Zip Code: 33406	Final Salary: $90,000/annual
Telephone Number (with area code): 561-688-3000	
Your Immediate Supervisor: Various	
Your Position Title: Various	
Duties and Responsibilities: Various positions and responsibilities during 33 year tenure. See resume	
Reason for Leaving: Retirement	

Name of Employer: Palm Beach Police Department	Starting Date: 7-1974
Address: 360 South County Road	Ending Date: 10-1977
City/State: Palm Beach, FL Zip Code: 33480	Final Salary: $20,000/annual
Telephone Number (with area code): 561-655-1600	
Your Immediate Supervisor: Various	
Your Position Title: Various	
Duties and Responsibilities: Various police duties during three year employment. See resume	
Reason for Leaving: Employment at Palm Beach Sheriff's Office	

Name of Employer: Palm Beach State College	Starting Date: 1984
Address:	Ending Date: 2010
City/State: Zip Code:	Final Salary: $30.00/hour
Telephone Number (with area code): 561-868-4000	
Your Immediate Supervisor: Various	
Your Position Title: Adjunct Instructor	
Duties and Responsibilities: Part time adjunct instructor various departments. See resume	
Reason for Leaving: Retirement from Sheriff's Office	

Name of Employer:	Starting Date:
Address:	Ending Date:
City/State: Zip Code:	Final Salary:
Telephone Number (with area code):	
Your Immediate Supervisor:	
Your Position Title:	
Duties and Responsibilities:	
Reason for Leaving:	

23. Please explain any gaps in your employment history:

NONE--RETIREMENT 2010

24. Have you ever been fired, removed or dismissed from any position at any time?

Yes ☐ No ☒

If "yes", identify the employer and your job position, and explain why and include the date of the job action:

N/A

I hereby certify that all statements in this application, and accompanying resume if provided, are true and complete. I understand that any falsification, misrepresentation or omission of information by me shall serve as a basis for disqualification from consideration for employment or termination of my employment with the Town of Lake Park. I further understand that unless this application is completed in detail, it will not be considered.

I hereby give my consent to the Town of Lake Park to investigate and verify any information provided on this application form and successive documents completed for the purpose of employment consideration. All applicants shall be subject to a criminal background check. I consent to have background checks, pre-employment physical examinations, drug testing, reference checks and any other necessary investigations undertaken to determine my suitability for employment.

I hereby authorize any representative of the Town of Lake Park, bearing this release, or copy hereof, to obtain any information in your files pertaining to my educational background, attendance, employment history and disciplinary records. I hereby release any person who provides personnel file or applicant information pertaining to me from all claims of liability that might otherwise result from such information. I hereby release the Town of Lake Park or its employees from any and all liability for damages resulting from reference checks, background checks associated with this application.

I am further aware and understand that the Town of Lake Park requires its employees to adhere to numerous policies, rules, regulations and procedures, including but not limited to: (1) fingerprinting of its employees upon application and employment; (2) Equal Employment Opportunity Policy; (3) a Drug Free Workplace Policy; (4) drug screening requirements; and (5) a Tobacco Free Workplace Policy.

I voluntarily agree to abide by all Town policies if I am hired by the Town of Lake Park.

I further declare that if I am employed by the Town of Lake Park, and thus a recipient of public funds, that I affirm that I will support the Constitution of the United States and the State of Florida.

Applicant Full Name: Patrick James LYNCH
(please print)

Signature of Applicant

January 9, 2015
Date

N/A
Signature of Applicant's Parent or Legal Guardian
(if applicant is a minor)

Date

The Town of Lake Park is an Equal Opportunity Employer.

Patrick J. Lynch
167 Cordoba Circle
Royal Palm Beach, FL
33411-1320

January 9, 2015

Ms. Bambi McKibbon-Turner
Human Resources Department
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403-2603

Dear Ms. McKibbon-Turner:

Please accept the attached application and resume for the position of Town Manager, as posted on the ICMA web page. I have thirty-six years as a criminal justice professional, with a broad range of managerial experience which would make me one of the best candidates for this position.

I started my career as a police officer, and have served in all capacities within the law enforcement community. However, my experiences make me a better candidate than other applicants.

I have prepared and managed budgets for the various commands I led. I was also a Commander of the agency Special Weapons and Tactics unit, making critical decisions in dangerous situations. I established networks within the public sector community, realizing that law enforcement is just one facet of a problem, and other stakeholders are affected and should be involved in planning and implementation. I'm a firm believer in the saying "the time to meet someone is not in the middle of a crisis" and have established relations with many local, state and federal agencies to further these ends.

I have a strong sense of volunteerism, both within my profession and my personal life. I chaired the agency Safety Committee, recommending workplace safety initiatives throughout the entire agency. I coached youth leagues in football, basketball and baseball, and was also a youth leader with the Boy Scouts of America and the Girl Scouts of America. My volunteerism continues after retirement. I serve on several boards and charities.

If you need further information or would like to schedule an interview, I can be reached at 561-790-0155. Thank you for your time.

Sincerely,

Pat Lynch

Patrick J. Lynch

RECEIVED
JAN 13 2015
BY: ...HR.....

RECEIVED
JAN 13 2015
BY: HR

PATRICK J. LYNCH
167 Cordoba Circle
Royal Palm Beach, FL 33411
Home (561) 790-0155
Cell (561) 282-8554
E-Mail PatLynch@bellsouth.net

EDUCATION:

2001
Federal Emergency Management Administration—Professional Development Curriculum
Professional Development Series Certificate in Emergency Management

1995 – 1998
Florida Atlantic University, Boca Raton, Florida
Masters of Public Administration

1998
University of Louisville, Louisville, Kentucky
Advanced Administrative Officers Course

1997
University of Louisville, Louisville, Kentucky
Administrative Officers Course
Dean's Scholar

1970 - 1974
University of Maryland, College Park, Maryland
Bachelor of Arts—Law Enforcement

EXPERIENCE:

Palm Beach County Sheriff's Office,
1977 – 2010 RETIRED ***Deputy Sheriff—Palm Beach Sheriff's Office***

I have served in many varied capacities in my career at the Sheriff's Office. As a patrol deputy, my duties embraced many activities. I was responsible for crime prevention duties, criminal investigations, traffic enforcement, and any other activity necessary for the suppression of crime and the apprehension of criminals. These duties played a leading role in the accomplishment of the primary goals of the Sheriff's Office. I was consistently commended for the high activity level constantly maintained and the completeness of my assignments. I served as a Detective in the Crime/Property and Tactical Units. My additional responsibilities included surveillance and covert investigations leading to the arrest of criminals and successful clearances of investigations. These duties were carried out with excellent evaluations from supervisors.

As a Corporal in the Bureau of Training, I was responsible for presenting quality instruction to the members of the Sheriff's Office and the community at large. I maintained proficiency in current teaching techniques and subject matter for all the high liability subjects mandated by the Bureau of Training. I prepared lesson plans and outlines consistent with teaching standards and developed programs for the implementation of block training utilized during a shift. This was an innovative training concept at the time, and has since become a standard within the Bureau of Training.

As a Sergeant, I was responsible for the supervision of a shift. I have a working knowledge of the functions and duties of all the subordinates on the shift. I was responsible for guiding, counseling, and evaluating subordinates. I have served as a District Patrol Sergeant, Parks Enforcement Sergeant, Contracts Sergeant, Airport Sergeant, and Detective Sergeant (Crime/Persons). As a Detective Sergeant, I was also responsible for the assignment of complex cases and ensuring that the investigations were coordinated with other bureaus and appropriate agencies. I provided leadership and guidance in the supervision of my personnel in their investigations. I prepared monthly statistical reports on the activity of the bureau.

As a District Lieutenant, I was responsible for planning, directing and supervising a complex district. I have a working knowledge of the functions and duties of all the subordinate personnel within the district. I attended Staff meetings and disseminated pertinent information relative to the functioning of the district. I was responsible for the preparation and implementation of action plans for problem areas within the district. As a Lieutenant in Emergency Services, I was assigned as liaison with Palm Beach County Division of Emergency Management with responsibilities to integrate law enforcement responsibilities into the Comprehensive Emergency Management Plan. I was responsible for policies that provided for the protection of life and property and the maintenance of law and order through the coordination of law enforcement activities before, during, and after a disaster. I also represented the Palm Beach Sheriff's Office on the Statewide Task Force. I responded to requests for assistance under the State Mutual Aid statutes and other mutual aid agreements with other organizations. I was the administrator for the Dialogic Communicator database and scenario entry. I was the main contact for law enforcement and security issues for any emergency in Palm Beach County requiring the integration of various local and state agencies, and was an integral part of the County's response during the terrorist attacks of September 11, 2001.

After the terrorist attacks of September 11, 2001, I created the Homeland Security Division within the Sheriff's Office, and was its first Captain. I was responsible for the protection of the citizens and visitors of Palm Beach County, along with the protection of critical facilities and infrastructure from crime, disaster and terrorism. The three components of Homeland Security within the Sheriff's Office are Governmental Affairs, Strategic Intelligence Section, and Emergency Planning. Governmental Affairs is responsible for coordination, retrieval, monitoring, and initiation of legislative acts, laws, or matters affecting PBSO Homeland Security. The Strategic Intelligence Section is responsible for Inter-agency criminal intelligence and specialized criminal investigations. Emergency Planning is responsible for emergency event planning in matters affecting the Sheriff's Office and its responsibilities under State Statutes and County Ordinances.

Throughout my career at the Sheriff's Office, I have also served as Chair of the agency Safety Committee, a volunteer position, for the last six years. I am responsible for establishing procedures for evaluating the effectiveness of measures to protect employees from safety and health hazards in the workplace, reviewing and updating workplace safety rules, updating the workplace safety program, and assisting management in monitoring workplace safety education and training.

I was also a member of the agency SWAT team for nineteen years. I was responsible for the resolution of critical incidents, such as hostage takings, barricaded subjects, quelling civil disorders, or any type of tactical situation that might arise. I have served as team member, squad leader, assistant team leader, medical liaison and SWAT Commander. I was also responsible for the coordination of specialized equipment and training for the Team.

1974 – 1977 ***Police Officer—Town of Palm Beach, FL***

A police officer with the Town of Palm Beach for three years. I served as a patrol officer and narcotics officer, conducting undercover investigations involving illegal drug activity.

American Red Cross

1982 – Present ***Board of Directors***

I have been a volunteer with the American Red Cross since 1982. In that time, I have served as Chair of the Health and Safety Committee, Glades Area Advisory Committee, Emergency Services Committee, and Service Delivery Committee, which is my current assignment. I am a member of the Board of Directors for the Greater Palm Beach Area Chapter. As chair of the Glades Area Advisory Committee, I was responsible for the implementation of service delivery for Hendry County, which was identified as a "gap" county with no availability for services. I coordinated several meetings with Hendry County commissioners, administrators, and the emergency management director. I led the effort to develop a disaster plan for Hendry County, and assisted in the implementation of shelter guidelines for that county.

Palm Beach Community College

1984 – 2010 ***Adjunct Instructor***

I taught Political Science and First Aid courses for credit and also taught in the Criminal Justice recruit academies. I also teach advanced programs in instructor techniques and medical emergencies. I am certified through Criminal Justice Standards and Training as an instructor in general topics and as a high liability instructor in the areas of Defensive Tactics, Pursuit Driving, Firearms, Medical Emergencies, and Human Diversity.

Law Enforcement Assistance Foundation

1990 – Present ***Board of Directors***

LEAF assists law enforcement officers that are seriously injured in the line of duty in Palm Beach County. This includes federal, state and local Police Officers. Recently the LEAF Board recognized that Reserve Officers and Community Service Aides who are involved in police activities are also subject to many of the dangers of certified police officers. The LEAF Board adopted policies that now cover these law enforcement

employees. LEAF also gives grants to officers that suffer a catastrophic injury while off duty. Our major fundraising activity is the annual LEAF golf tournament. We have been assisted in our efforts by Donald Trump, Greg Norman, Nick Price, the Palm Beach County Commission, Palm Beach County PBA, Fraternal Order of Police and many other community and political leaders. LEAF is endorsed by every law enforcement agency in Palm Beach County and has been recognized by the Governors. I have volunteered at many fundraising projects and currently am a member of the Board of Directors.

Adjunct Instructor at Large
1992 - 2010
Utilizing training and experience gained while assigned to the Bureau of Training and as a member of the Special Response Team, I am called periodically to teach courses in tactics, management, firearms, medical emergencies, and incident command systems by several independent organizations, including the American Society of Law Enforcement Trainers (ASLET), International Association of Law Enforcement Firearms Instructors (IALEFI), National Tactical Officers Association (NTOA), and the Casualty Care Research Center, a part of the Department of Homeland Security, among others.

Village of Royal Palm Beach
2014 – Present ***Commissioner—Planning and Zoning Commission***
As a resident of the Village of Royal Palm Beach, I was appointed to serve as a volunteer on the Planning and Zoning Commission.

Extended Arm
2014 – Present ***Board of Directors***
Extended Arm is a 501 (c) (3) charity to bring hope to the hopeless, to seek out and reach the addicted, homeless and lost in our neighborhoods, bringing "education that empowers". Extended Arm is currently reaching out to the community now by feeding, clothing, listening and counseling. I have volunteered at many fundraising projects and currently am a member of the Board of Directors.

SPECIAL ACHIEVEMENTS:

2001 State of Florida Exemplary Volunteer in Governance—American Red Cross
1998 Clifford Olsen Health & Safety Award—American Red Cross
1997 Special Commendation for disaster assistance during the Kentucky floods - Southern Police Institute
1996 Leadership Glades—Belle Glade Chamber of Commerce
1992 Humanitarian Award for coordinating transportation of relief supplies from the South Florida Fairgrounds to Dade County—PBSO & PBA
1989 Jefferson Award—American Institute for Public Service

Paul J. Martin, Jr.

TOWN OF LAKE PARK

An Equal Opportunity Employer

EMPLOYMENT APPLICATION FORM

Please type or print clearly. Do not use pencil. Do not revise or reformat this application form in any way.
A separate application form containing the applicant's original signature is required for each position. Applications will not be accepted by fax. Completed applications must be submitted **by the applicant directly to the Human Resources Department,** Lake Park Town Hall, 535 Park Avenue, Lake Park, Florida 33403. Applications must be complete at the time they are submitted. Please answer each question or insert "N/A" if the question is not applicable. Applications are accepted only for advertised positions.

In accordance with the provisions of the **Americans with Disabilities Act**, please notify the Human Resources Department at 561-881-3310 in advance if you require special accommodations to participate in the employment application process.

1. Position Applied For: TOWN MANAGER
(*Please state the position applied for exactly as it has been advertised.*)

2. Is this position: ☒ Full-time ☐ Part-time ☐ Temporary ☐ Intermittent (Seasonal)
(*Please check one of the above boxes.*)

3. How did you first learn about this position: LEAGUE OF CITIES OF PALM BEACH

4. Applicant's Last Name: MARTIN, JR

5. Full First Name: PAUL Middle Name: JOSEPH

6. Applicant's Home Address: 3540 SOUTH OCEAN BLVD
(*Do not use a post office box.*)

City: PALM BEACH State: FL Zip Code: 33480

Home Telephone No. (*with area code*): 631.757.7100 Cell Phone No. (*with area code*): 631.757.7100

Email Address: pauljmartinjr@gmail.com

7. Social Security Number: [redacted]
(*The Town of Lake Park requests your social security number for the purpose of conducting pre-employment background checks, pre-employment physical examinations and drug screens, employment benefits, and income reporting. Your social security number will be used solely for these purposes.*)

8. Have you ever worked for the Town of Lake Park? Yes ☐ No ☒
If "yes", please provide position title(s), department(s), dates of employment, and reason for leaving:

RECEIVED
JAN 15 2015
BY: .....

9. Have you ever applied for a position with the Town of Lake Park before? Yes ☐ No ☒
If "yes", please provide the position(s) for which you applied and the date of your application(s):

_____

_____

_____

10. Do you have any relatives currently employed by the Town of Lake Park? Yes ☐ No ☒
If "yes", please print name, relationship to you and the Town department in which your relative works:

_____

11. May we contact your present employer? Yes ☒ No ☐ SELF EMPLOYED

12. Is there any reason that you would not be able to perform the responsibilities and tasks of the position for which you are applying? Yes ☐ No ☒

13. Can you work evenings? Yes ☒ No ☐

14. Can you work weekends? Yes ☒ No ☐

15. Are you legally able to work in the United States? Yes ☒ No ☐

16. Have you **EVER** been arrested, received a Notice to Appear, been charged, convicted, entered a plea of *nolo contendere* (no contest), entered a plea of guilty, been found guilty or had adjudication withheld in a criminal offense; or, are there any criminal charges now pending against you?

Yes ☐ No ☒

If "yes", please describe the charge and the outcome of the charges (please be sure to respond thoroughly and accurately to this question. Failure to answer accurately and fully or failure to disclose requested details on this application form will be counted as an omission of relevant facts and will be grounds for disqualification from consideration or revocation of job offer if recommended for hire):

_____

_____

_____

_____

17. Do you have a valid Florida (or out-of-state) driver's license? Yes ☒ No ☐ If your answer is "yes", please provide your driver's license number below and the issuing state:
Driver's License Number: [redacted] Issuing State: N/A

18. Do you have a valid Florida Commercial Driver's License (CDL)?

Yes ☐ No ☒

If "yes", indicate class below:

Class A ☐ Class B ☐ Class C ☐ Class D ☐ Chauffeur's License ☐

Expiration Date: _____ Endorsements: _____

Please provide your full name if different while attending school: _____

High School or GED	
Full Name: MARTIN VAN BUREN HS	Date Graduated: 6/60
Address: HILLSIDE AVE — 230-17	
City/State/Zip Code: QUEENS VILLAGE NY 11427	
College/University HOFSTRA UNIVERSITY	
Full Name:	Date Graduated: 1/70
Address: HEMPSTEAD TPKE	Major: BUSINESS
City/State/Zip Code: 11549	Degree: BBA — 4 YR DEGREE
College/University	
Full Name:	Date Graduated:
Address:	Major:
City/State/Zip Code:	Degree:
Training/Vocational School	
Full Name: GOLD COAST SCHOOLS	Date Completed: VARIOUS
Address: 5600 HIATUS RD	Licenses or Certifications:
City/State/Zip Code: TAMARAC FL, 33321	HLCAM 388827 FL INSURANCE W109650 FL REAL ESTATE SL3243320 FL PROVIDER/INSTRUCTOR #
NOTE: Please attach copies of degrees or certificates at the time of application.	# PVD397, #0006185

20. Please list all special skills, computer programs, office machines, equipment, tools, etc. that you are able to use:

MY BACKGROUND IS VERY STRONG IN THE COMPUTER FIELD WITH THE ABILITY TO PROGRAM. WITH OTHER SPECIAL SKILLS AS FAR BY MANUAL.

21. Please list any trade or professional organizations to which you currently belong:

LEAGUE OF CITIES OF PALM BEACH

Commencing with your most recent employer, including self-employment, part-time employment, and military service (if applicable), please list in reverse chronological order your COMPLETE employment history. Please attach an addendum if needed to complete this section. (NOTE: If you are supplementing your application with a resume, all of the following requested information must be provided in your resume.)

Name of Employer: CAPITAL SOLUTION PLUS, INC	Starting Date: 1/2008
Address: 401 S. COUNTY RD, #3301	Ending Date:
City/State: PALM BEACH, FL Zip Code: 33480	Final Salary: $150,000 PLUS BONUS
Telephone Number (with area code): 631.759.7100	
Your Immediate Supervisor: SELF EMPLOYED	
Your Position Title: SENIOR CONSULTANT	
Duties and Responsibilities: FOCUSED ON ADVISING SENIOR EXECUTIVES ON FINANCIAL PLANNING ON THE NEEDS OF THE ORGANIZATON.	
Reason for Leaving: STILL WITH CSP.	

Name of Employer: WASHINGTON MUTUAL BANK	Starting Date: 2001
Address: LONG ISLAND EXPWAY	Ending Date: 2008
City/State: MELVILLE, NY Zip Code: 11788	Final Salary: $300,000
Telephone Number (with area code):	
Your Immediate Supervisor: COMPANY NOW UNDER CHASE	
Your Position Title: SENIOR LENDING OFFICER	
Duties and Responsibilities: PROVIDED EXTENSIVE FINANCIAL SERVICES WITH HOME MORTGAGES AND OTHER LENDING.	
Reason for Leaving: WASHINGTON MUTUAL BANK WAS TAKEN OVER BY CHASE IN 2008	

22. EMPLOYMENT HISTORY (continued)

Name of Employer: OVERSEAS MILITARY SALES GROUP	Starting Date: 6/1970
Address: 100 CROSSWAYS PARK WEST	Ending Date: 6/2000
City/State: WOODBURY, NY Zip Code: 11797	Final Salary: $300,000 per year
Telephone Number (with area code):	
Your Immediate Supervisor: DECEASED - CEO	
Your Position Title: VICE PRESIDENT	

Duties and Responsibilities:
RECRUITED, LEAD, DIRECTED AND MOTIVATED A 40 PERSON TEAM THAT PROVIDED THE ADMINISTRATIVE AND TECHNICAL SIDE OF THE BUSINESS

Reason for Leaving:
BETTER OPPORTUNITY.

Name of Employer:	Starting Date:
Address:	Ending Date:
City/State: Zip Code:	Final Salary:
Telephone Number (with area code):	
Your Immediate Supervisor:	
Your Position Title:	

Duties and Responsibilities:

Reason for Leaving:

23. Please explain any gaps in your employment history:

THERE WERE NONE

24. Have you ever been fired, removed or dismissed from any position at any time?

Yes ☐ No ☒

If "yes", identify the employer and your job position, and explain why and include the date of the job action: _____

[redacted]

I hereby certify that all statements in this application, and accompanying resume if provided, are true and complete. I understand that any falsification, misrepresentation or omission of information by me shall serve as a basis for disqualification from consideration for employment or termination of my employment with the Town of Lake Park. I further understand that unless this application is completed in detail, it will not be considered.

I hereby give my consent to the Town of Lake Park to investigate and verify any information provided on this application form and successive documents completed for the purpose of employment consideration. All applicants shall be subject to a criminal background check. I consent to have background checks, pre-employment physical examinations, drug testing, reference checks and any other necessary investigations undertaken to determine my suitability for employment.

I hereby authorize any representative of the Town of Lake Park, bearing this release, or copy hereof, to obtain any information in your files pertaining to my educational background, attendance, employment history and disciplinary records. I hereby release any person who provides personnel file or applicant information pertaining to me from all claims of liability that might otherwise result from such information. I hereby release the Town of Lake Park or its employees from any and all liability for damages resulting from reference checks, background checks associated with this application.

I am further aware and understand that the Town of Lake Park requires its employees to adhere to numerous policies, rules, regulations and procedures, including but not limited to: (1) fingerprinting of its employees upon application and employment; (2) Equal Employment Opportunity Policy; (3) a Drug Free Workplace Policy; (4) drug screening requirements; and (5) a Tobacco Free Workplace Policy.

I voluntarily agree to abide by all Town policies if I am hired by the Town of Lake Park.

I further declare that if I am employed by the Town of Lake Park, and thus a recipient of public funds, that I affirm that I will support the Constitution of the United States and the State of Florida.

Applicant Full Name: PAUL J. MARTIN JR
(please print)

Signature of Applicant — Date: 1/15/2005

Signature of Applicant's Parent or Legal Guardian (if applicant is a minor) — Date

The Town of Lake Park is an Equal Opportunity Employer.

Paul J Martin, Jr.

3540 South Ocean Blvd, E-102
Palm Beach , FL 33480

Mobile (631) 757-7100
pauljmartinjr@gmail.com

January 15th, 2015

Attn: Human Resources Department....(Confidential)
Lake Park Town Hall
535 Park Avenue
Lake Park, FL 33403

Re: Town Manager
Town of Lake Park
Lake Park, FL 33403

Enclosed is the information packet in response to your advertisement for the aforementioned position. I am a successful senior-level business executive with extensive experience and a proven track record in P&L operations management, sales and marketing, accounting and finance, and management consulting.

During my tenor I served as Director/Vice President, Operations of the Overseas Military Sales Group. This company is still authorized by the US Congress and Department of Defense to sell automobiles to military personnel at military installations throughout the world.

My career also includes successful sales and marketing experience, as a Senior Residential Loan Officer with Washington Mutual Bank(WAMU), at that time the largest savings and loan bank in the US until absorbed by Chase Bank in September of 2008. While with WAMU I produced and serviced over $1B of mortgage loans and was in the President's Club.

Presently I am a Senior Consultant /Executive of Capital Solutions Plus, Inc, a management consulting firm that assists senior-level executives in resolving core operating issues and securing strategic business financing. Today I have consulted for over 25 companies. Below is a few of my consulting engagements have included;

- Assisting an aircraft manufacturing sub-contractor in securing commercial financing to expand its plant in support of the Lockheed Martin F-135 project.
- Acting as a sales agent for a computer company and successfully selling its hardware and software to targeted Fortune 500 prospects.
- Advising for an innovative global green technology company that designs and installs energy-efficient lighting solutions for the commercial and industrial lighting market.

Today I am a Member of the League of Cities of Palm Beach, which has given me a tremendous insight into the municipality world. In addition, I hold five (5) Florida Licenses which has broadened my knowledge considerably. Also since Lake Park has a Marina, as an interesting note I am a Coast Guard approved sailor, and have practiced raced as a member of the crew with America's Cup personnel.

I look forward to discussing how I can contribute to the Town of Lake Park's future success.

Sincerely,

Paul J. Martin, Jr.

RECEIVED
JAN 15 2015
BY: .....

Enclosure: Documents Requested by Lake Park

Paul J Martin, Jr.

3540 South Ocean Blvd, E-102
Palm Beach, FL 33480

Mobile (631) 757-7100
pauljmartinjr@gmail.com

Top-Tier P&L Management Executive

With 15 Plus Years Management Experience and Expertise In:

Startup Operations ... Management Consulting ... Information Technology Management
Sales & Marketing ... ... Software Development ... Accounting & Finance Management

Senior-level P&L executive, Director/Vice President of Operations, who, totally built and integrated the IT applications of Overseas Military Sales Group (OMSG) of all company departments in real time and user similar/friendly. As VP of Financial Services of OMSG also, built and managed a profitable global financial services organization from the ground up that established a $500M portfolio of limited-recourse automobile loans. Seasoned Director/VP of Operations, who specified, implemented and managed a global, web-based automobile acquisition network that facilitated the on-line purchase of 20,000 autos per year in 27 countries. Successful management consultant who advises and consults with Presidents, CEO's, and other senior-level executives in resolving core operating issues and securing strategic business financing. Proven IT Manager and software developer with Shell Oil, OMSC and the CPM Foundation.

Financial services sales pacesetter who originated over $1B in Retail Mortgage Loans that included funding and borrower servicing. Accomplished accounting and finance manager who was instrumental in the consolidation of 32 US Divisions into 4 Regional Markets, and headed a Regional Internal Audit team with Shell Oil Company. Volunteer Chairman of a non-profit organization that has secured over $1M for charities and has funded a Full Fellowship at Memorial Sloan-Kettering Cancer Center. Persuasive speaker and presenter who utilizes exceptional interpersonal, communications, and leadership skills to lead and motivate cross-functional teams to surpass corporate objectives.

Global Senior-Level Executive Management ... P&L Operations Executive... Business Finance
Profit Improvements ... Executive Management Consultant ... Risk Management
Speaker & Presenter ... Sales Field Sales Leader ... Risk Management
Team Leadership & Motivation ... Organizational Management

PROFESSIONAL EXPERIENCE

Capital Solutions Plus, Northport, NY • 2008-Present

Strategic executive management consulting firm focused on advising senior executives on financial planning and capital acquisition through financial sources that include venture capital firms, banks, private equity funds, hedge funds, etc.,

Founder, Chairman/CEO, Senior Consultant

Founded, built, and grew a successful executive management consulting business focused in the areas of strategic planning, business development, and finance to emerging, turnaround, and high-growth organizations. Consults with Presidents, CEOs, CFOs, and other senior executives to resolve core operating issues, fund the implementation of growth strategies, and drive revenue and profit improvements. Counsels and advises clients on quantification of capital needs, credit acquisition, domestic and international factoring, and identification of appropriate private investors and venture capital groups.

- Assisted a privately-held aircraft sub-contractor in arranging commercial financing for plant expansion to support the Lockheed Martin new F-135 jet being built for US and NATO forces.
- Instrumental in assisting a US Company that provides non-combat equipment to the Columbian Air Force with establishment of international letters of credit, purchase financing, and factoring of accounts receivable.
- Engaged as sales agent and successfully sold client's computer equipment and software to corporations with Main Frame Computers facilitating Virtual Compiling Applications that increased flexibility and reduced operating expenses.

- Currently advising a NYSE consumer products company in creating and implementing a subscription retail finance program that will substantially increase sales.

Overseas Military Sales Group, Woodbury, NY • 1990-2000

Worldwide organization that is the only on-base organization authorized to sell Chrysler, Ford, and Harley-Davidson to military personnel stationed overseas.

Vice President, Financial Services Division
Vice President, Operations

Senior operations management leader who recruited, led, directed, and motivated the 120-person team tasked with specifying and managing the implementation of the automated business systems network required to accept and deliver online orders for automobiles from overseas military personnel in 27 countries. Instrumental in directing Information Technology Department in development of the network concept, the acquisition of hardware and software, the development of workflow applications, and the international systems installation and training.

Further promoted to Vice President, Financial Services Division to create and grow a financial services business capable of financing auto sales, extended warranties, and sales of after-market products to military personnel stationed around the globe. Orchestrated the negotiation of credit lines with Chrysler Financial, GMAC, Ford Credit, Harley Davidson, and Chase Automotive Financing. Designed and built a global support organization. Orchestrated the creation a self-insured warranty agreement sales operation that financed the sales of extended warranties.

- Led and directed the transition from a manual system to a global sales and delivery website and systems network that enabled military personnel in 27 countries to purchase automobiles or motorcycles online for delivery at their foreign duty post or upon return to the US.
- Established credit lines and developed finance programs with the top five automobile and motorcycle finance organizations.
- Built a highly-profitable credit portfolio of $500M that incurred losses of less than 1%.
- Developed and managed a successful, self-funded extended warranty business.
- Spearheaded dramatic increases in sales and profitability of global OSMG operations.

Washington Mutual Bank (WAMU), New York, NY • 2001-2008

WAMU was the largest USA S&L Bank and Mortgage Servicer. Absorbed by JPMorgan Chase in 9/2008.

Senior Residential Loan Officer

Recruited to WAMU as a Residential Loan Officer to apply extensive financial services expertise to the sales of home mortgages. Instrumental in developing numerous sales programs that instituted beneficial changes for the lending process including increased focus on risk management.

- Achieved President's Club status as a Top 10% producer beginning in the first year.
- Originated more than $1B in residential home mortgages that included borrower servicing.

Career Notes: Prior experience with Overseas Military Sales Group as Office Manager, US Operations and Director, Operations; also as Supervisor of General Accounting and IT, Eastern Region with Shell Oil.

EDUCATION & CREDENTIALS

Hofstra University, Long Island, NY
Bachelor of Business Administration (BBA)
State of NY Notary Public 1-17-2015 • State of Florida Real Estate Realtor 9-30-2016
State of Florida Community Association Manager 9-30-2016
State of Florida and New York Insurance License for Life, Health, Fixed and Variable Annuities
State of Florida Licensed Instructor/Provider in Solar Energy

COMMUNITY LEADERSHIP

Volunteer Chairman of a Non-Profit Organization for Gift of Life and Sloan Kettering Memorial Cancer Center Securing Over $1M for Charities and Funded a Full Fellowship.
Paul Harris Fellow Award of Rotary International for Children's Gift of Life Program

Ronald R. Neibert

TOWN OF LAKE PARK

An Equal Opportunity Employer

EMPLOYMENT APPLICATION FORM

Please type or print clearly. Do not use pencil. Do not revise or reformat this application form in any way. A separate application form containing the applicant's original signature is required for each position. Applications will not be accepted by fax. Completed applications must be submitted **by the applicant directly to the Human Resources Department,** Lake Park Town Hall, 535 Park Avenue, Lake Park, Florida 33403. Applications must be complete at the time they are submitted. Please answer each question or insert "N/A" if the question is not applicable. Applications are accepted only for advertised positions.

In accordance with the provisions of the **Americans with Disabilities Act**, please notify the Human Resources Department at 561-881-3310 in advance if you require special accommodations to participate in the employment application process.

1. Position Applied For: Town Manager
   (*Please state the position applied for exactly as it has been advertised.*)

2. Is this position: ☒ Full-time ☐ Part-time ☐ Temporary ☐ Intermittent (Seasonal)
   (*Please check one of the above boxes.*)

3. How did you first learn about this position: ICMA Website ?

4. Applicant's Last Name: Neibert

5. Full First Name: Ronald Middle Name: Raymond

6. Applicant's Home Address: 4219 Fox Creek Rd.
   (*Do not use a post office box.*)

   City: Mt. Vernon State: Illinois Zip Code: 62864

   Home Telephone No. (*with area code*): 618-244-1009 Cell Phone No. (*with area code*): 618-316-0185

   Email Address: ron.neibert@yahoo.com

7. Social Security Number: [redacted]
   (*The Town of Lake Park requests your social security number for the purpose of conducting pre-employment background checks, pre-employment physical examinations and drug screens, employment benefits, and income reporting. Your social security number will be used solely for these purposes.*)

8. Have you ever worked for the Town of Lake Park? Yes ☐ No ☒
   If "yes", please provide position title(s), department(s), dates of employment, and reason for leaving:

9. Have you ever applied for a position with the Town of Lake Park before? Yes ☐ No ☒
If "yes", please provide the position(s) for which you applied and the date of your application(s):

_____
_____
_____

10. Do you have any relatives currently employed by the Town of Lake Park? Yes ☐ No ☒
If "yes", please print name, relationship to you and the Town department in which your relative works:

_____

11. May we contact your present employer? Yes ☒ No ☐

12. Is there any reason that you would not be able to perform the responsibilities and tasks of the position for which you are applying? Yes ☐ No ☒

13. Can you work evenings? Yes ☒ No ☐

14. Can you work weekends? Yes ☒ No ☐

15. Are you legally able to work in the United States? Yes ☒ No ☐

16. Have you **EVER** been arrested, received a Notice to Appear, been charged, convicted, entered a plea of *nolo contendere* (no contest), entered a plea of guilty, been found guilty or had adjudication withheld in a criminal offense; or, are there any criminal charges now pending against you?

Yes ☐ No ☒

If "yes", please describe the charge and the outcome of the charges (please be sure to respond thoroughly and accurately to this question. Failure to answer accurately and fully or failure to disclose requested details on this application form will be counted as an omission of relevant facts and will be grounds for disqualification from consideration or revocation of job offer if recommended for hire):

_____
_____
_____
_____

17. Do you have a valid Florida (or out-of-state) driver's license? Yes ☒ No ☐ If your answer is "yes", please provide your driver's license number below and the issuing state:
Driver's License Number: [redacted] Issuing State: Illinois

18. Do you have a valid Florida Commercial Driver's License (CDL)?

Yes ☐ No ☒

If "yes", indicate class below:

Class A ☐ Class B ☐ Class C ☐ Class D ☐ Chauffeur's License ☐
Expiration Date: _____ Endorsements: _____

19. EDUCATION AND TRAINING HISTORY

Please provide your full name if different while attending school: _____

High School or GED	
Full Name: Dwight D Eisenhower	Date Graduated: 1978
Address: 12700 Sacramento	
City/State/Zip Code: Blue Island, IL	
College/University	
Full Name: Eastern Illinois University	Date Graduated: 1982
Address: 600 Lincoln Ave.	Major: Geography
City/State/Zip Code: Charleston, IL 61920	Degree: Bachelor of Science
College/University	
Full Name: Southern Illinois University Edwardsville	Date Graduated: N/A
Address: PO Box 1047	Major: Geography
City/State/Zip Code: Edwardsville, IL 62026	Degree:
Training/Vocational School	
Full Name:	Date Completed:
Address:	Licenses or Certifications:
City/State/Zip Code:	
NOTE: Please attach copies of degrees or certificates at the time of application.	

20. Please list all special skills, computer programs, office machines, equipment, tools, etc. that you are able to use:

Microsoft Word, Excel, Powerpoint, Adobe Acrobat

21. Please list any trade or professional organizations to which you currently belong:

Illinois City/County Managers Association, Illinois Tax Increment Association, Illinois Enterprise Zone Association

22. EMPLOYMENT HISTORY

Commencing with your most recent employer, including self-employment, part-time employment, and military service (if applicable), please list in reverse chronological order your COMPLETE employment history. Please attach an addendum if needed to complete this section. (NOTE: If you are supplementing your application with a resume, all of the following requested information must be provided in your resume.)

Name of Employer: City of Mt. Vernon, Illinois	Starting Date: February 2007
Address: 1100 W. Main St.	Ending Date: Current
City/State: Mt. Vernon, IL Zip Code: 62864	Final Salary: $106,448.00
Telephone Number (with area code): 618-242-6402	
Your Immediate Supervisor: Mayor Mary Jane Chesley	
Your Position Title: City Manager	

Duties and Responsibilities: Conduct day-to-day management of a local municipal government.

Reason for Leaving: N/A

Name of Employer: City of Vandalia, Illinois	Starting Date: June 1997
Address:	Ending Date: February 2007
City/State: Vandalia, IL Zip Code:	Final Salary: $66,000.00
Telephone Number (with area code): 618	
Your Immediate Supervisor: Mayor Ricky Gottman	
Your Position Title: City Administrator	

Duties and Responsibilities: Conducted day-to-day management of a local municipal government.

Reason for Leaving: Accepted position in Mt. Vernon.

22. EMPLOYMENT HISTORY

Commencing with your most recent employer, including self-employment, part-time employment, and military service (if applicable), please list in reverse chronological order your COMPLETE employment history. Please attach an addendum if needed to complete this section. (NOTE: If you are supplementing your application with a resume, all of the following requested information must be provided in your resume.)

Name of Employer: Greater Wabash Regional Planning Comm.	Starting Date: May, 1989
Address: 10 W. Main St.	Ending Date: July, 1992
City/State: Albion, IL Zip Code: 62806	Final Salary: $31,000.00
Telephone Number (with area code): 618-445-3612	
Your Immediate Supervisor: Steve Whetstone	
Your Position Title: Executive Director	
Duties and Responsibilities: Managed day-to-day operations of a four county regional planning agency.	
Reason for Leaving: Accepted position in Mt. Carmel	

Name of Employer: City of Fairview Heights, IL	Starting Date: July, 1987
Address: 10025 Bunkum Rd	Ending Date: May, 1989
City/State: Fairview Heights, IL Zip Code: 62208	Final Salary: $23,000.00
Telephone Number (with area code):	
Your Immediate Supervisor: Eric Zoph	
Your Position Title: Planning Technician / Acting Director	
Duties and Responsibilities: Conducted administrative planning activities for a municipal government.	
Reason for Leaving: Accepted position at Greater Wabash.	

22. EMPLOYMENT HISTORY

Commencing with your most recent employer, including self-employment, part-time employment, and military service (if applicable), please list in reverse chronological order your COMPLETE employment history. Please attach an addendum if needed to complete this section. (NOTE: If you are supplementing your application with a resume, all of the following requested information must be provided in your resume.)

Name of Employer: United States Marine Corps	Starting Date: February 1985
Address: N/A	Ending Date: September, 1986
City/State: Camp LeJeune, NC Zip Code:	Final Salary: $ 18,000.00
Telephone Number (with area code): N/A	
Your Immediate Supervisor: Colonel William Marcantel	
Your Position Title: 1st Lt. Maritime Ships Decision Support Sys.	

Duties and Responsibilities: Developed and maintained first Marine Corps computer system to track equipment aboard civilian ships.

Reason for Leaving: Left Marine Corps to attend graduate school

Name of Employer: United States Marine Corps	Starting Date: February, 1984
Address: N/A	Ending Date: February, 1985
City/State: Okinawa Japan Zip Code:	Final Salary: $16,000.00
Telephone Number (with area code): N/A	
Your Immediate Supervisor: Lt. Colonel Anthony Motto	
Your Position Title: 2nd Lt. Maintenance Mgt. Officer	

Duties and Responsibilities: Managed equipment maintenance program for a Marine Corps engineering battalion.

Reason for Leaving: Transferred to Camp LeJeune.

22. EMPLOYMENT HISTORY (continued)

Name of Employer: City of Columbia, Illinois	Starting Date: October 1995
Address: 208 Rapp St.	Ending Date: June 1997
City/State: Columbia, IL Zip Code: 62236	Final Salary: $ 40,000.00
Telephone Number (with area code): 618-281-7144	
Your Immediate Supervisor: Mayor Lester Schneider	
Your Position Title: Economic Development Coordinator	
Duties and Responsibilities: Managed municipal economic development program.	
Reason for Leaving: Accepted position in Vandalia.	

Name of Employer: City of Mt. Carmel, Illinois	Starting Date: July, 1992
Address: 219 N Market St.	Ending Date: October, 1995
City/State: Mt. Carmel, IL Zip Code: 62863	Final Salary: $ 36,000.00
Telephone Number (with area code): 618-262-4822	
Your Immediate Supervisor: Mark Bader	
Your Position Title: Director of Economic Development	
Duties and Responsibilities: Managed municipal economic development program,	
Reason for Leaving: Accepted position in Columbia.	

23. Please explain any gaps in your employment history:
September 1986 - July 1987 attended graduate school.

24. Have you ever been fired, removed or dismissed from any position at any time?

Yes ☐ No ☒

If "yes", identify the employer and your job position, and explain why and include the date of the job action: _____

25. APPLICANT'S STATEMENT AND AUTHORITY TO RELEASE INFORMATION

I hereby certify that all statements in this application, and accompanying resume if provided, are true and complete. I understand that any falsification, misrepresentation or omission of information by me shall serve as a basis for disqualification from consideration for employment or termination of my employment with the Town of Lake Park. I further understand that unless this application is completed in detail, it will not be considered.

I hereby give my consent to the Town of Lake Park to investigate and verify any information provided on this application form and successive documents completed for the purpose of employment consideration. All applicants shall be subject to a criminal background check. I consent to have background checks, pre-employment physical examinations, drug testing, reference checks and any other necessary investigations undertaken to determine my suitability for employment.

I hereby authorize any representative of the Town of Lake Park, bearing this release, or copy hereof, to obtain any information in your files pertaining to my educational background, attendance, employment history and disciplinary records. I hereby release any person who provides personnel file or applicant information pertaining to me from all claims of liability that might otherwise result from such information. I hereby release the Town of Lake Park or its employees from any and all liability for damages resulting from reference checks, background checks associated with this application.

I am further aware and understand that the Town of Lake Park requires its employees to adhere to numerous policies, rules, regulations and procedures, including but not limited to: (1) fingerprinting of its employees upon application and employment; (2) Equal Employment Opportunity Policy; (3) a Drug Free Workplace Policy; (4) drug screening requirements; and (5) a Tobacco Free Workplace Policy.

I voluntarily agree to abide by all Town policies if I am hired by the Town of Lake Park.

I further declare that if I am employed by the Town of Lake Park, and thus a recipient of public funds, that I affirm that I will support the Constitution of the United States and the State of Florida.

Applicant Full Name: Ronald R. Neibert
(please print)

Ronald R. Neibert
Signature of Applicant

1/23/15
Date

Signature of Applicant's Parent or Legal Guardian
(if applicant is a minor)

Date

The Town of Lake Park is an Equal Opportunity Employer.

RONALD R NEIBERT 4219 Fox Creek Road, Mt. Vernon, Illinois 62864
Home: (618) 244-1009 Cellular: (618) 316-0155 E-Mail: ron.neibert@yahoo.com

January 16, 2015

Human Resources Department
Lake Park Town Hall
535 Park Avenue
Lake Park, FL 33403

Dear Sir or Madam:

I am responding to the posting for the position of Town Manager of Lake Park, Florida listed on the International City/County Manager's Association website. I have a strong interest in this position and have submitted my resume for consideration.

I am currently serving as City Manager for the City of Mt. Vernon, Illinois. During my tenure with the City and in previous positions, I have had the opportunity to perform all of the job functions indicated in the posted job description. Specific areas of expertise include: economic development, budgeting and finance, labor negotiations, Tax Increment Financing, human resources and comprehensive planning. Given my education and successful experiences, I feel that I can make a positive impact on the Town of Lake Park. My salary expectations for this position are in the amount of approximately $125,000 per annum.

I would like to thank you for taking the time to review my resume and look forward to speaking with you to discuss the possibility of serving the citizens of Lake Park.

Sincerely,

Ronald R. Neibert

Attachments

RONALD R NEIBERT

4219 FOX CREEK ROAD
MT. VERNON, ILLINOIS 62864
HOME: (618) 244-1009 CELLULAR: (618) 316-0155
E-Mail: ron.neibert@yahoo.com

SUMMARY

More than twenty-five years of local government experience with expertise in the following areas:

* Economic Development Marketing/Negotiations
* Labor Negotiations and Relations
* Grant Writing and Administration
* Employee Benefits Programs
* Land Use Planning and Zoning
* Financial Operations and Budget
* Tax Increment Financing
* Municipal Law and Procedures

An innovative leader with demonstrated skills and success in the area of economic development. Experienced in managing in difficult financial circumstances. Achievement-oriented with the ability to strategically address all situations. A dedicated team player who is able to work well within all areas of a community to address local challenges and goals.

RELEVANT LOCAL GOVERNMENT EXPERIENCE

City Manager, City of Mt. Vernon, IL **2007-Present**

Mt Vernon is a city with a population of 15,200 covering approximately 11 square miles. It is located in south-central Illinois at the intersection of Interstates 57 & 64. Mt Vernon is the home of Continental Tire of North America and Walgreens Distribution Center. It is also the county seat of Jefferson County and serves as the retail center for the region.

Duties and Responsibilities as City Manager:

* Chief executive officer of a municipal government with 160 employees, a $25 million operating budget and a $26 million capital budget. Management responsibility for the following functions: police, public works, water and sewer utility, parks, recreation, planning, zoning, finance, tourism, economic development and human resources.
* Implementation of Council-directed policy. Administration of the City's day-to-day operations as well as identification and resolution of long range issues.
* Preparation and administration of the City's operating and capital budgets.
* Serve as chief negotiator for the City's six bargaining unit contracts.
* Media representation of the City including appearances on television and radio, interviews with the print media and preparation of press releases and work in social media.
* Responsible for the City's compliance with County, State and Federal regulations such as health, programmatic and EEOC.

Achievements:

* Instituted a city-wide "self-insured" health insurance plan saving the City approximately $1.5 million over the last six years.
* Prepared and administered six annual balanced operating budgets.
* Restored financial integrity to the water and sewer utility fund by eliminating the deficit through strategic revenue enhancements and reduction of departmental expenses.
* Structured and negotiated numerous economic development agreements, creating over 1,200 jobs and inducing over $1 billion in private investment.
* City received over $18 million in State and Federal grants to fund City initiatives and projects. Personally structured project to develop the new 100-acre Mt. Vernon Industrial Park and received $4.62 million in grant funds for construction.
* Created and administered four new Tax Increment Financing Districts that resulted in over $12 million in private investment in Mt. Vernon's Downtown District.
* Managed City's $45 million capital program which resulted in the improvement of City infrastructure and the development of a new $6 million water park and $2 million branding initiative.

City Administrator, City of Vandalia, IL **1997-2007**

Vandalia is located approximately 60 miles east of St Louis, Missouri on Interstate 70. Vandalia has a population of 7,000 and is home to the Vandalia Correctional Center.

Duties and Responsibilities as City Administrator:

* Chief executive officer of a municipal government with 55 employees and a $12 million operating and capital budget. Management responsibility for the following functions: police, public works, water and sewer utility, planning/zoning, finance, economic development and human resources.
* Served as chief negotiator for the City's three collective bargaining unit contracts.
* Managed City's economic development program which included Enterprise Zones, Tax Increment Financing Districts and Revolving Loan Funds.
* Managed all City human resource activities.
* Wrote and managed all grants for City programs and projects.
* Prepared and administered annual municipal budget.

Achievements:

* Developed complete City economic development attraction and marketing program.
* Completed City's first 10-year comprehensive plan.
* Revised and improved City's zoning ordinances.
* Created and administered the City's first Tax Increment Financing Districts which resulted in many new investments on the City's main street.
* Implemented new city "self-insured" health insurance program saving the City hundreds of thousands of dollars during my tenure.
* Coordinated public relations and lobbying program that prevented the closure of Vandalia Correctional Center, the region's largest employer.
* City awarded almost $2 million in grants to support community projects.

Economic Development Coordinator, City of Columbia, IL 1995-1997

Columbia is located approximately 20 miles southeast of St Louis, Missouri on Interstate 255. Columbia has a population of approximately 8,000.

Duties and Responsibilities as Economic Development Coordinator:

* Managed City's economic development program which included Tax Increment Financing Districts and Revolving Loan Funds.
* Wrote and managed all grants for city programs and projects.
* Negotiated all Tax Increment Agreements for the City.
* Initiated and managed City's first Main Street Program.
* Served as technical advisor to Columbia Heritage and Preservation Commission.

Achievements:

* Developed complete City economic development attraction and marketing program.
* Created and administered the City's first Tax Increment Financing Districts which resulted in the creation of almost 50 new jobs.
* City awarded almost $500,000 in grants to support City economic development projects, resulting in almost $5 million in new investments.

Director of Economic Development, City of Mt. Carmel, IL 1992-1995

Mt. Carmel is located in eastern Illinois approximately 40 miles northeast of Evansville, Indiana. Mt. Carmel has a population of approximately 8,000.

Duties and Responsibilities as Director of Economic Development:

* Directed all of City's economic development programs which included Tax Increment Financing Districts, Enterprise Zone and Revolving Loan Funds, marketing and business retention programs.
* Wrote and managed all grants for City programs and projects.
* Negotiated all Tax Increment Agreements for the City.

Achievements:

* Developed complete City economic development attraction and marketing program.
* Created and administered the City's first Tax Increment Financing Districts, which resulted in the creation of almost 125 new jobs.
* City awarded almost $1.25 million in grants to support City economic development projects.
* Worked with local entrepreneurs to establish two new manufacturing start-up facilities.

Executive Director, Greater Wabash Regional Planning Commission , Albion, IL 1989-1992

The Greater Wabash Regional Planning Commission was a four-county agency serving the counties of Edwards, Wabash, Wayne and White Counties in east-central Illinois.

Duties and Responsibilities as Executive Director:

* Responsible for programmatic and administrative activities of a four-county regional agency. Administrative activities included budgeting, personnel and records maintenance.
* Wrote and managed all grants from the Illinois Department of Commerce, Federal Economic Development Administration and Rural Development Administration.
* Provided economic development assistance to regional communities.
* Served as liaison for local communities with state and federal agencies.

Achievements:

* Developed complete City economic development attraction and marketing programs for regional communities.
* Created and administered the Region's first Revolving Loan Fund which resulted in the creation of almost 200 new jobs.
* Regional communities awarded almost $8.25 million in grants to support local economic development and infrastructure projects.
* Initiated first grant-funded regional housing rehabilitation program.

Planning Technician and Acting Director of Planning, City of Fairview Heights, IL 1987-1989

The City of Fairview Heights is located on Interstate 64 approximately 12 miles east of St. Louis, Missouri. It serves as the regional retail center for St. Clair County, Illinois.

Duties and Responsibilities as Planning Technician and Acting Director:

* Responsible for administrative functions of the City's Planning and Land Use Department.
* Provided technical planning and zoning advice to City Council, Planning Commission and Zoning Board of Appeals.
* Provided economic development assistance to regional communities.

Achievements:

*Completed largest petition annexation in the City's history, incorporating over 1,200 residents and 3 square miles of territory.

OTHER PROFESSIONAL EXPERIENCE

First Lieutenant, United States Marine Corps, 6th MAB **1985-1986**
Officer In Charge, Maritime Ships Decision Support System

Supervised others in the design, implementation and management of the first Marine Corps automated data processing system used in the inventory and tracking of Marine Corps equipment aboard civilian-operated ships. Awarded Navy Achievement Medal for superior service.

Second Lieutenant, United States Marine Corps, 9th Engineer Support Battalion **1984-1985**
Maintenance Management Officer

Duties included supervision of the maintenance program of a unit account consisting of over 1,200 individual pieces of Marine Corps engineering equipment and a budget of $2.3 million. Responsibilities included direct supervision of six maintenance management personnel. During this period the unit's overall equipment readiness increased from 76% to 92%.

EDUCATION

Southern Illinois University at Edwardsville **Graduate Coursework**
Completed all graduate level coursework in Geography. Primary coursework was concentrated in the areas of Land Use Planning and Economic Development.

Eastern Illinois University **Bachelor of Science**
Majored in Geography with coursework focusing on Cartography and general geographic principles.

AFFILIATIONS AND CERTIFICATIONS

*Illinois City/County Managers Association
*Illinois Enterprise Zone Association
*Illinois Tax Increment Association
*National Incident Management System (NIMS) Certified

Joseph F. Pennisi

TOWN OF LAKE PARK

An Equal Opportunity Employer

EMPLOYMENT APPLICATION FORM

Please type or print clearly. Do not use pencil. Do not revise or reformat this application form in any way.
A separate application form containing the applicant's original signature is required for each position. Applications will not be accepted by fax. Completed applications must be submitted **by the applicant directly to the Human Resources Department,** Lake Park Town Hall, 535 Park Avenue, Lake Park, Florida 33403. Applications must be complete at the time they are submitted. Please answer each question or insert "N/A" if the question is not applicable. Applications are accepted only for advertised positions.

In accordance with the provisions of the **Americans with Disabilities Act**, please notify the Human Resources Department at 561-881-3310 in advance if you require special accommodations to participate in the employment application process.

1. Position Applied For: TOWN MANAGER
(*Please state the position applied for exactly as it has been advertised.*)

2. Is this position: ☑ Full-time ☐ Part-time ☐ Temporary ☐ Intermittent (Seasonal)
(*Please check one of the above boxes.*)

3. How did you first learn about this position: TOWN WEBSITE ?

4. Applicant's Last Name: PENNISI

5. Full First Name: JOSEPH Middle Name: F

6. Applicant's Home Address: 447 FAWN HILL PL
(*Do not use a post office box.*)

City: SANFORD State: FL Zip Code: 32771

Home Telephone No. (*with area code*): _____ Cell Phone No. (*with area code*): 518·221·8827

Email Address: JFP1234@GMAIL.COM

7. Social Security Number: [redacted]
(*The Town of Lake Park requests your social security number for the purpose of conducting pre-employment background checks, pre-employment physical examinations and drug screens, employment benefits, and income reporting. Your social security number will be used solely for these purposes.*)

8. Have you ever worked for the Town of Lake Park? Yes ☐ No ☑
If "yes", please provide position title(s), department(s), dates of employment, and reason for leaving:

_____

_____

_____

RECEIVED
JAN 22 2015
BY: .....

9. Have you ever applied for a position with the Town of Lake Park before? Yes ☐ No ☑
If "yes", please provide the position(s) for which you applied and the date of your application(s):

_____

_____

_____

10. Do you have any relatives currently employed by the Town of Lake Park? Yes ☐ No ☑
If "yes", please print name, relationship to you and the Town department in which your relative works:

_____

11. May we contact your present employer? Yes ☑ No ☐

12. Is there any reason that you would not be able to perform the responsibilities and tasks of the position for which you are applying? Yes ☐ No ☑

13. Can you work evenings? Yes ☑ No ☐

14. Can you work weekends? Yes ☑ No ☐

15. Are you legally able to work in the United States? Yes ☑ No ☐

16. Have you **EVER** been arrested, received a Notice to Appear, been charged, convicted, entered a plea of *nolo contendere* (no contest), entered a plea of guilty, been found guilty or had adjudication withheld in a criminal offense; or, are there any criminal charges now pending against you?

Yes ☐ No ☑

If "yes", please describe the charge and the outcome of the charges (please be sure to respond thoroughly and accurately to this question. Failure to answer accurately and fully or failure to disclose requested details on this application form will be counted as an omission of relevant facts and will be grounds for disqualification from consideration or revocation of job offer if recommended for hire):

_____

_____

_____

_____

17. Do you have a valid Florida (or out-of-state) driver's license? Yes ☑ No ☐ If your answer is "yes", please provide your driver's license number below and the issuing state:
Driver's License Number: [redacted] Issuing State: FLORIDA

18. Do you have a valid Florida Commercial Driver's License (CDL)?

Yes ☐ No ☑

If "yes", indicate class below:

Class A ☐ Class B ☐ Class C ☐ Class D ☐ Chauffeur's License ☐

Expiration Date: _____ Endorsements: _____

19. EDUCATION AND TRAINING HISTORY

Please provide your full name if different while attending school: _____

High School or GED	
Full Name: BISHOP EUSTACE PREP	Date Graduated: 6/7/1972
Address: RT. 70	
City/State/Zip Code: PENNSAUKEN, NJ.	
College/University	
Full Name: GEORGETOWN UNIV	Date Graduated: 5/16/1976
Address:	Major: GOVERNMENT
City/State/Zip Code: WASHINGTON, DC	Degree: BA
College/University	
Full Name: UNIVERSITY OF PENNSYLVANIA	Date Graduated: 5/1980
Address:	Major: PUBLIC POLICY/FINANCE
City/State/Zip Code: PHILADELPHIA, PA	Degree: MA
Training/Vocational School	
Full Name:	Date Completed:
Address:	Licenses or Certifications:
City/State/Zip Code:	
NOTE: Please attach copies of degrees or certificates at the time of application.	

20. Please list all special skills, computer programs, office machines, equipment, tools, etc. that you are able to use:

MICROSOFT OFFICE SUITE

21. Please list any trade or professional organizations to which you currently belong:

INTERNATIONAL CITY COUNTY MANAGERS ASSOCIATION
GOVERNMENT FINANCE OFFICERS ASSOCIATION
FLORIDA GOVERNMENT FINANCE OFFICERS ASSOCIATION

22. EMPLOYMENT HISTORY

Commencing with your most recent employer, including self-employment, part-time employment, and military service (if applicable), please list in reverse chronological order your COMPLETE employment history. Please attach an addendum if needed to complete this section. (NOTE: If you are supplementing your application with a resume, all of the following requested information must be provided in your resume.)

Name of Employer: SEMINOLE COUNTY BOCC	Starting Date: 4/8/2013
Address: 1101 E 1ST ST.	Ending Date: 11/7/2014
City/State: SANFORD, FL Zip Code: 32771	Final Salary: 137,400
Telephone Number (with area code): 407 665-7176	
Your Immediate Supervisor: NICOLE GUILLET	
Your Position Title: RESOURCE MGT. DIRECTOR	
Duties and Responsibilities: SEE PREVIOUSLY SUBMITTED RESUMÉ	
Reason for Leaving: RESIGNED WITH CHANGE OF COUNTY MANAGER	

Name of Employer: NEW YORK STATE SENATE	Starting Date: 10/2009
Address: RM 314 CAPITOL	Ending Date: 4/2013
City/State: ALBANY, NY Zip Code: 12207	Final Salary: 150,000
Telephone Number (with area code):	
Your Immediate Supervisor: SEN. ANDREA STEWART-COUSINS	
Your Position Title: SECRETARY, SEN. FINANCE COMM.	
Duties and Responsibilities: SEE PREVIOUSLY SUBMITTED RESUMÉ	
Reason for Leaving: RETIRED FROM STATE SERVICE	

22. EMPLOYMENT HISTORY (continued)

Name of Employer: NYS WORKERS' COMPENSATION BD	Starting Date: 9/2007
Address: 20 PARK ST.	Ending Date: 10/2009
City/State: ALBANY, NY Zip Code: 12207	Final Salary: 143,000
Telephone Number (with area code):	
Your Immediate Supervisor: ZACHARY S. WEISS	
Your Position Title: EXECUTIVE DIRECTOR	
Duties and Responsibilities: SEE PREVIOUSLY SUBMITTED RESUMÉ	
Reason for Leaving: BETTER OPPORTUNITY	

Name of Employer: ALBANY COUNTY, NY	Starting Date: 2/1/1995
Address: 112 STATE ST. RM. 200	Ending Date: 9/10/2007
City/State: ALBANY NY Zip Code: 12207	Final Salary: 102,000
Telephone Number (with area code):	
Your Immediate Supervisor: MICHAEL G. BRESLIN	
Your Position Title: DEPUTY COUNTY EXECUTIVE / COMM. OF MGT. + BUDGET	
Duties and Responsibilities: SEE PREVIOUSLY SUBMITTED RESUMÉ	
Reason for Leaving: BETTER OPPORTUNITY	

23. Please explain any gaps in your employment history:

24. Have you ever been fired, removed or dismissed from any position at any time?

Yes ☐ No ☑

If "yes", identify the employer and your job position, and explain why and include the date of the job action: _____

AND AUTHORITY TO RELEASE INFORMATION

I hereby certify that all statements in this application, and accompanying resume if provided, are true and complete. I understand that any falsification, misrepresentation or omission of information by me shall serve as a basis for disqualification from consideration for employment or termination of my employment with the Town of Lake Park. I further understand that unless this application is completed in detail, it will not be considered.

I hereby give my consent to the Town of Lake Park to investigate and verify any information provided on this application form and successive documents completed for the purpose of employment consideration. All applicants shall be subject to a criminal background check. I consent to have background checks, pre-employment physical examinations, drug testing, reference checks and any other necessary investigations undertaken to determine my suitability for employment.

I hereby authorize any representative of the Town of Lake Park, bearing this release, or copy hereof, to obtain any information in your files pertaining to my educational background, attendance, employment history and disciplinary records. I hereby release any person who provides personnel file or applicant information pertaining to me from all claims of liability that might otherwise result from such information. I hereby release the Town of Lake Park or its employees from any and all liability for damages resulting from reference checks, background checks associated with this application.

I am further aware and understand that the Town of Lake Park requires its employees to adhere to numerous policies, rules, regulations and procedures, including but not limited to: (1) fingerprinting of its employees upon application and employment; (2) Equal Employment Opportunity Policy; (3) a Drug Free Workplace Policy; (4) drug screening requirements; and (5) a Tobacco Free Workplace Policy.

I voluntarily agree to abide by all Town policies if I am hired by the Town of Lake Park.

I further declare that if I am employed by the Town of Lake Park, and thus a recipient of public funds, that I affirm that I will support the Constitution of the United States and the State of Florida.

Applicant Full Name: JOSEPH F. PENNISI
(please print)

Signature of Applicant — Date: 1/22/2015

Signature of Applicant's Parent or Legal Guardian (if applicant is a minor) — Date

The Town of Lake Park is an Equal Opportunity Employer.

Joseph F. Pennisi
447 Fawn Hill Place
Sanford, FL 32771
518.221.8827

jfp1234@gmail.com

December 19, 2014

Bambi McKibbon-Turner M.S., HRM, Director
Town of Lake Park Human Resources Department
Lake ParkTown Hall
535 Park Avenue
Lake Park, Florida 33403

Dear Ms. McKibbon-Turner:

I write in support of my application for the position of Town Manager for the Town of Lake Park. Enclosed you will find a copy of my resume and Release of Information and Contact Information Form.

As you can see from a review of my resume, I have enjoyed a career of over thirty-five years operating in high level public sector positions providing economic development expertise, outcome-based management, financial administration, and policy advice in support of organizational objectives. Over that period of time I have developed a reputation as an innovative leader, collaborator, and team builder committed to the goals of performance, integrity, transparency, and accountability.

I have been a consensus builder and a communicator, both within my organizations and throughout the communities they have served. I am a creative problem solver, never accepting things as they are when greater effectiveness and efficiency are possible for the organizations I lead. As such, my career has been marked by a number of significant achievements that have seen my level of responsibility in government consistently increase over the years.

I attribute much of my career success to the fine education I received in the undergraduate program in Government at Georgetown University and in the masters degree program in Public Policy at the University of Pennsylvania where much of my coursework was taken in the Wharton School of Finance.

With respect to the position of Town Manager, I bring experience as a Chief Operating Officer during my years with Albany County, New York, housing and economic development experience during my years as Commissioner of Housing and Community Development for the City of Albany and Florida local government experience in my most recent position with Seminole County.

In summary, I am certain that my combination of personal qualities, experience, and expertise will ensure successful performance as Lake Park's next Town Manager. I look forward to working with you during the recruitment process, to a successful consideration of my application, and to embarking on the next stage in my career serving the residents of Lake Park.

Best regards,

Joseph F. Pennisi

Received
DEC 22 2014
Town of Lake Park
Dept. of Administrative Services

Received
DEC 22 2014
Orange Park
Administrative Services

Joseph F. Pennisi
447 Fawn Hill Place
Sanford, Florida 32771
518.221.8827
jfp1234@gmail.com

SUMMARY

More than thirty-five years of county, state and city government experience with expertise in the following areas:

- **Budget and Financial Management**
- **Operations and Project Management**
- **Performance and Outcome Measurement**
- **Policy Analysis and Development**
- **Housing, Economic and Community Development**
- **Public Communication and Intergovernmental Relations**
- **Team Building and Mentoring**
- **Systems Redesign and Change Management**

An innovative leader with demonstrated organizational, analytical and communication skills. Experienced in encouraging and managing change. A dedicated team player who is able to work independently within an organizational structure. Committed to the goals of performance, integrity, transparency and accountability in service to community objectives.

EXPERIENCE

SEMINOLE COUNTY, FLORIDA
Director, Department of Resource Management — April, 2013 - November, 2014

Lead department responsible for overseeing all financial related activities under the auspices of the Board of County Commissioners. Carry out the Department's mission to provide sound financial management support and transparent information that promotes community trust and responsible use of the County's resources. Oversee operation of Budget and Fiscal Management Division, Purchasing & Contracts Division, Grants and Debt Administration, Internal Support Services, Risk Management and MSBU Program.

Key Accomplishments:

- Won Government Finance Officers Association award for distinguished budget presentation.
- Anchored team making presentation to major rating agencies in support of County's bond issuance for new Sports Complex project, reaffirming the County's AA bond rating.

NEW YORK STATE SENATE FINANCE COMMITTEE
Secretary — October, 2009 - April, 2013

Acted as chief fiscal adviser to the New York State Senate majority/minority conference. Directed staff of professionals and support personnel in providing analysis and policy advice with respect to the New York State budget to members of the conference. Analyzed all legislation introduced into the Senate for potential fiscal impacts. Directed flow of legislation through the Committee. Provided advice on gubernatorial appointments coming before the Committee. Acted as liaison between conference members and State agencies with respect to questions of budget and funding of programs and projects. Served as one of three board members of the New York State Deferred Compensation Board responsible for management of $12 billion in member assets.

NEW YORK STATE WORKERS' COMPENSATION BOARD
Executive Director — September, 2007 - October, 2009

Chief Operating Officer of this State agency administering the Workers' Compensation Law and related laws. Provided administrative leadership and coordinated activities of staff carrying out agency policies and programs. Assisted the Chair in the formulation of necessary policy and responsible for effectuating policy as directed by the Chair. Represented the Chair at meetings and conferences concerned with programs, policies and procedures of the Board. Evaluated objectives and accomplishments of Board programs and reported to the Chair. In the absence of the Chair, acted for him as authorized and performed other functions as designated by the Chair. This agency has a budget of $205 million supporting 1450 employees.

Key Accomplishments:

- Chosen by newly elected governor to implement sweeping workers' compensation reform legislation, reducing insurance rates for New York State businesses by 25% over two years.
- Greatly expedited provision of benefits to workers injured in the course of their employment.
- Appointed Chair of Governor's Self Insurance Task Force.
- Appointed Board member of the Albany Convention Center Authority, served as Treasurer.
- Initiated "Workers' Compensation 2015" envisioning and agency redesign process.
- Improved agency outcomes and processes while holding budget constant for three fiscal years.

ALBANY COUNTY, NEW YORK
Deputy County Executive — November, 2002 – September, 2007

As highest appointed official in County government and sole deputy, acted for and in place of the elected County Executive. Acted as chief operating officer responsible for day to day management of all County Departments under control of County Executive. Provided policy and program advice to the County Executive. Established process and procedures to implement programs and initiatives. Also responsible for maintaining relations with legislative branch of government, separately elected officials of County government and leaders of other governments. Represented County Executive on various boards and other governmental bodies. The County of Albany has a population of 304,000 and a budget of $607 million supporting 2400 employees.

Key Accomplishments:

- Oversaw major facilities upgrade process which resulted in virtually all County Employees occupying new or renovated space.
- Designed Economic Development Grant Program to incentivize creation of a new high technology business park.
- Assisted in the creation of a new Department of Children, Youth and Families to better serve those populations in the County.
- Appointed Board member of the Albany Convention Center Authority, served as Treasurer.
- Served as member and treasurer of the Albany County Convention and Visitors Bureau.
- Served as Treasurer of Capital District Youth Center, Inc., multi-county non profit organization that provided substantial savings to county governments in providing secure youth detention services.
- Created Albany County Housing Trust Fund and worked in collaboration with non profit housing developers to create additional units of affordable housing.

Commissioner, Department of Management and Budget — January, 1997 – November, 2002
Budget Director — February, 1995 – January, 1997

Responsible for developing the County Executive's annual budget proposal, negotiating through legislative budget process, and monitoring the adopted County Budget. Provided fiscal, program and

Scott S. Randall

TOWN OF LAKE PARK

An Equal Opportunity Employer

EMPLOYMENT APPLICATION FORM

Please type or print clearly. Do not use pencil. Do not revise or reformat this application form in any way.
A separate application form containing the applicant's original signature is required for each position. Applications will not be accepted by fax. Completed applications must be submitted **by the applicant directly to the Human Resources Department,** Lake Park Town Hall, 535 Park Avenue, Lake Park, Florida 33403. Applications must be complete at the time they are submitted. Please answer each question or insert "N/A" if the question is not applicable. Applications are accepted only for advertised positions.

In accordance with the provisions of the **Americans with Disabilities Act**, please notify the Human Resources Department at 561-881-3310 in advance if you require special accommodations to participate in the employment application process.

1. Position Applied For: Town Manager
(*Please state the position applied for exactly as it has been advertised.*)

2. Is this position: ☑ Full-time ☐ Part-time ☐ Temporary ☐ Intermittent (Seasonal)
(*Please check one of the above boxes.*)

3. How did you first learn about this position: ICMA Newsletter ?

4. Applicant's Last Name: Randall

5. Full First Name: Scott Middle Name: Stanton

6. Applicant's Home Address: 4912 Jireno Dr
(*Do not use a post office box.*)

City: Albuquerque State: NM Zip Code: 87112

Home Telephone No. (*with area code*): 303 241-2356 Cell Phone No. (*with area code*): None

Email Address: Scott.Randall1955@yahoo.com

7. Social Security Number: [redacted]
(*The Town of Lake Park requests your social security number for the purpose of conducting pre-employment background checks, pre-employment physical examinations and drug screens, employment benefits, and income reporting. Your social security number will be used solely for these purposes.*)

8. Have you ever worked for the Town of Lake Park? Yes ☐ No ☑
If "yes", please provide position title(s), department(s), dates of employment, and reason for leaving:

RECEIVED
JAN 16 2015
BY: HR

9. Have you ever applied for a position with the Town of Lake Park before? Yes ☐ No ☒
If "yes", please provide the position(s) for which you applied and the date of your application(s):

_____

_____

_____

10. Do you have any relatives currently employed by the Town of Lake Park? Yes ☐ No ☒
If "yes", please print name, relationship to you and the Town department in which your relative works:

_____

11. May we contact your present employer? Yes ☒ No ☐

12. Is there any reason that you would not be able to perform the responsibilities and tasks of the position for which you are applying? Yes ☐ No ☒

13. Can you work evenings? Yes ☒ No ☐

14. Can you work weekends? Yes ☒ No ☐

15. Are you legally able to work in the United States? Yes ☒ No ☐

16. Have you **EVER** been arrested, received a Notice to Appear, been charged, convicted, entered a plea of *nolo contendere* (no contest), entered a plea of guilty, been found guilty or had adjudication withheld in a criminal offense; or, are there any criminal charges now pending against you?

Yes ☒ No ☐

If "yes", please describe the charge and the outcome of the charges (please be sure to respond thoroughly and accurately to this question. Failure to answer accurately and fully or failure to disclose requested details on this application form will be counted as an omission of relevant facts and will be grounds for disqualification from consideration or revocation of job offer if recommended for hire):

JUNE, 2014 - DUI AND MISDEMEANOR BATTERY - BOTH CHARGES DISMISSED

17. Do you have a valid Florida (or out-of-state) driver's license? Yes ☒ No ☐ If your answer is "yes", please provide your driver's license number below and the issuing state:
Driver's License Number: [redacted] Issuing State: NM

18. Do you have a valid Florida Commercial Driver's License (CDL)?

Yes ☐ No ☒

If "yes", indicate class below:

Class A ☐ Class B ☐ Class C ☐ Class D ☐ Chauffeur's License ☐

Expiration Date: _____ Endorsements: _____

14. EDUCATION AND TRAINING HISTORY

Please provide your full name if different while attending school: _____

High School or GED	
Full Name: Oak Lawn Community	Date Graduated: 6/73
Address:	
City/State/Zip Code: Oak Lawn, IL	
College/University	
Full Name: Western Illinois Univ	Date Graduated: 6/78
Address:	Major: Pol. Sci. - Public Admin
City/State/Zip Code: Macomb, IL	Degree: BA
College/University	
Full Name: Western Illinois Univ	Date Graduated: No
Address:	Major: MBA
City/State/Zip Code: Macomb, IL	Degree:
Training/Vocational School	
Full Name:	Date Completed:
Address:	Licenses or Certifications:
City/State/Zip Code:	
NOTE: Please attach copies of degrees or certificates at the time of application.	

20. Please list all special skills, computer programs, office machines, equipment, tools, etc. that you are able to use:

_____

_____

_____

_____

21. Please list any trade or professional organizations to which you currently belong:

ICMA - Credentialed Manager

NIEL - Enrolled Executive

TCJC - Member

22. EMPLOYMENT HISTORY

Commencing with your most recent employer, including self-employment, part-time employment, and military service (if applicable), please list in reverse chronological order your COMPLETE employment history. Please attach an addendum if needed to complete this section. (NOTE: If you are supplementing your application with a resume, all of the following requested information must be provided in your resume.)

Name of Employer: LACIE	Starting Date: 4/.13
Address: 190 CENTRAL PARK SQ	Ending Date: 7/.16
City/State: LOS ALAMOS, NM Zip Code: 87544	Final Salary: 132,500
Telephone Number (with area code): 505-661-4849	
Your Immediate Supervisor: BILL WANT	
Your Position Title: EXECUTIVE DIRECTOR	
Duties and Responsibilities: SEE RESUME	
Reason for Leaving: RESIGNED	

Name of Employer: HOT SPRINGS VILLAGE	Starting Date: 12/10/10
Address: 695 DE JOIO BLVD	Ending Date: 10/30/12
City/State: HSV, AR Zip Code: 71909	Final Salary: 136,300
Telephone Number (with area code): 501-922-5536	
Your Immediate Supervisor: JERRY	
Your Position Title: GENERAL MANAGER	
Duties and Responsibilities: SEE RESUME	
Reason for Leaving: TERMINATED, WITHOUT CAUSE	

22. EMPLOYMENT HISTORY (continued)

Name of Employer: Town of Superior	Starting Date: 3/10/07
Address: 412 Coal Creek Dr	Ending Date: 10/8/10
City/State: Superior, CO Zip Code: 80027	Final Salary: 126,000
Telephone Number (with area code): 303-499-3676	
Your Immediate Supervisor: Andrew Muckle	
Your Position Title: Town Manager	
Duties and Responsibilities: See Resume	
Reason for Leaving: Resigned	

Name of Employer: City of Auburn Hills	Starting Date: 12/26/04
Address: 1899 Squirrel Rd	Ending Date: 5/1/06
City/State: Auburn Hills, MI Zip Code: 48326	Final Salary: 118,900
Telephone Number (with area code):	
Your Immediate Supervisor:	
Your Position Title: City Manager	
Duties and Responsibilities: See Resume	
Reason for Leaving: Terminated, without cause	

23. Please explain any gaps in your employment history:

24. Have you ever been fired, removed or dismissed from any position at any time?

Yes ☒ No ☐

If "yes", identify the employer and your job position, and explain why and include the date of the job action: 10/30/12 - Was Superior Village - City Mgr - Election of new Boards
5/1/06 - Auburn Hills - City Mgr - Vote of No Confidence

25. APPLICANT'S STATEMENT AND AUTHORITY TO RELEASE INFORMATION

I hereby certify that all statements in this application, and accompanying resume if provided, are true and complete. I understand that any falsification, misrepresentation or omission of information by me shall serve as a basis for disqualification from consideration for employment or termination of my employment with the Town of Lake Park. I further understand that unless this application is completed in detail, it will not be considered.

I hereby give my consent to the Town of Lake Park to investigate and verify any information provided on this application form and successive documents completed for the purpose of employment consideration. All applicants shall be subject to a criminal background check. I consent to have background checks, pre-employment physical examinations, drug testing, reference checks and any other necessary investigations undertaken to determine my suitability for employment.

I hereby authorize any representative of the Town of Lake Park, bearing this release, or copy hereof, to obtain any information in your files pertaining to my educational background, attendance, employment history and disciplinary records. I hereby release any person who provides personnel file or applicant information pertaining to me from all claims of liability that might otherwise result from such information. I hereby release the Town of Lake Park or its employees from any and all liability for damages resulting from reference checks, background checks associated with this application.

I am further aware and understand that the Town of Lake Park requires its employees to adhere to numerous policies, rules, regulations and procedures, including but not limited to: (1) fingerprinting of its employees upon application and employment; (2) Equal Employment Opportunity Policy; (3) a Drug Free Workplace Policy; (4) drug screening requirements; and (5) a Tobacco Free Workplace Policy.

I voluntarily agree to abide by all Town policies if I am hired by the Town of Lake Park.

I further declare that if I am employed by the Town of Lake Park, and thus a recipient of public funds, that I affirm that I will support the Constitution of the United States and the State of Florida.

Applicant Full Name: _____
(please print)

_____ _____
Signature of Applicant Date

_____ _____
Signature of Applicant's Parent or Legal Guardian (if applicant is a minor) Date

The Town of Lake Park is an Equal Opportunity Employer.

SALARY PROGRESSION
OF
SCOTT S. RANDALL

Los Alamos Commerce & Development Corp. (4/13 to Present)	Start: $ 132,500	Ending: $ 132,500
Hot Springs Village, Arkansas (12/10 to 10/12)	Start: $ 130,000	Ending: $ 136,300
Town of Superior, Colorado (3/7 to 10/10)	Start: $ 115,000	Ending: $ 126,000
City of Auburn Hills, Michigan (12/04 to 5/06)	Start: $108,000	Ending: $ 118,965
City of Clayton, Missouri (6/97 to 9/03)	Start: $ 92,000	Ending: $ 110,240
Village of Streamwood, Illinois 11/92 to 12/96)	Start: $ 75,500	Ending: $ 88,176
Village of LaGrange, Illinois (1/88 to 11/92)	5tart: $ 48,000	Ending: $ 68,426
Town of Normal, Illinois (6/84 to 1/88)	Start: $ 31,600	Ending: $ 39,500
City of Portage, Michigan (2/83 to 6/84)	Start: $ 23,000	Ending: $ 26,500
City of South Haven, Michigan (1/81 to 2/83)	Start: $ 18,000	Ending: $ 19,900
Western Illinois Regional Council (7/78 to 1/81)	Start: $ 14,100	Ending: $ 16,500

Personal Resume of
Scott S. Randall

RECEIVED
JAN 16 2015
BY: WR

Present Address:

4915 Sereno Drive
Albuquerque, NM 87112

Telephone: (303) 241-2356
E-Mail: Scottrandall1955@yahoo.com

Professional Summary:

Senior level executive with diverse experience in governmental finance, budgeting and revenue enhancement; creating effective public and private partnerships; implementing successful economic development projects; capital improvement planning and construction; and developing public education/community outreach programs.

Work History:

Los Alamos Commerce and Development Corporation (4/13 – 7/14) – Served as Executive Director of a multi-faceted, not-for-profit economic development agency responsible for business attraction and retention, job creation and increasing private sector investment for a community of 18,000. Principle activities included overseeing the Los Alamos Chamber of Commerce, Main Street and Creative District programs, operation of two visitor centers, comprehensive business assistance services and managing a diverse real estate portfolio, including the Los Alamos Research Park. Significant accomplishments included:

- Construction of Trinity Place, a 400,000 SF, Kroger-based, multi-tenant retail center
- Attraction of numerous new retailers, including Fusion Sports and UnQuarked, a multi-tenant wine tasting facility
- Creation of the innovative "Virtual Incubator", in partnership with LANL and other regional entities
- Renegotiation of existing long term debt and lease agreements that resulted in annual savings in excess of $150,000

Hot Springs Village, Arkansas (12/10 – 10/12) – Served as General Manager for a privately-owned, full-service, gated community consisting of more than 40 square miles and serving a constituency of 34,000 property owners and 15,000 residents; with oversight of a $33 million operating and capital improvement budget and 550 employees. Significant accomplishments included:

- Reducing the annual operating budget by more than $3 million by streamlining operations, staff reductions and renegotiating service agreements; reducing amenity subsidies through an increase in user fees; and disposing of assets; all resulting in a
- Developed an inventory of capital assets and a 20-year capital improvements program; and funded the first year, $7 million CIP
- Implementing comprehensive marketing, community education and outreach efforts, including creation of a new, multi-tenant Visitor Center
- Developed a formal review process and negotiated the community's first commercial development agreement agreements resulting in two new multi-tenant, mixed-use buildings; and a new 99-unit assisted living facility

Town of Superior, Colorado (3/07 – 10/10) – Served as Town Manager for a young, upscale, suburban municipality in the Denver metropolitan area, with a population of 14,000; responsibilities include oversight of a $33 million annual operating budget, lean staff and emphasis on providing exceptional community services through third-party vendors and intergovernmental service agreements. Significant accomplishments included:

- Developed and began implementation of an energy self-sufficiency initiative which included conservation, solar and wind components; resulting in the community producing 120 percent of its electrical consumption
- Initiated cooperative library service and code enforcement programs
- Led community visioning process for development of a comprehensive plan for Town Center development; negotiated annexation and development agreements for new residential subdivision; successfully recruited an array of new retail operations, including the Town's first hotel facility (Hilton Garden Inn); and retained Key Equipment Finance, the Town's largest employer

City of Auburn Hills, Michigan (12/04 – 5/06) – Served as City Manager for a fast-growing suburb of Detroit, with a population of 20,400 and a daytime population of 90,000; supervising 14 departments with 189 full-time personnel and a budget of $69 million. Significant accomplishments included:

- Implemented a multi-faceted economic development program, including retail attraction and business retention components resulting in 1.2M SF of new commercial occupancy, $350M in new investment and 1500 new jobs; and development of a regional business incubator in partnership with Oakland University
- Developed an array of property maintenance codes and a system for enforcement

Scott Randall & Associates (9/03 – 12/04) – Provided management consulting services to a variety of public and private sector clients. Engagements included interim municipal management, executive recruitment, association management, grant procurement and administration services.

City of Clayton, Missouri (6/97 – 9/03) – Served as City Manager for a progressive, upscale, inner-ring suburb of St. Louis, with a permanent population of 15,900 and a daytime population of 80,000; supervising seven departments with 185 full-time employees and a $30.1 million budget. Significant accomplishments included:

- Leading the most prolific construction boom in the City's rich history, consisting of more than two million square feet of new commercial development and large scale multi-family dwellings in the central business district, continued reinvestment in high-end residential neighborhoods, and extraordinary institutional expansion; as well as the retention of St. Louis County, Enterprise Rent-a-Car and other commercial businesses within the City
- Initiated a regional (three community) study of cooperative efforts that resulted in more than two dozen intergovernmental agreements, with numerous service enhancements and cost efficiencies; and oversaw the introduction of regional light-rail transit
- Enhanced the City's financial position by introducing its first multi-year financial plan, reducing reliance on property tax, the strategic use of debt, and implementation of two (then) unique revenue enhancements (telecommunications tax on wireless and ROW degradation) all of which resulted in a significant upgrade in the City's bond rating
- Helped implement a multi-faceted public art initiative
- Built a $20 million, 134,000 square foot, state-of-the-art community recreation center, in cooperation with the local school district.

Village of Inverness, Illinois (1/97 -6/97) – Served as the Interim Village Administrator for an upscale residential community of 6,500 located in the northwest suburbs of Chicago. Responsible for developing the community's first operating and capital improvements budget, communications plan and code enforcement programs; and selection of a permanent Village Administrator.

Village of Streamwood, Illinois (11/92 -12/96) – Served as Village Manager of a fast-growing, full-service community of 33,600, supervising seven departments with 172 full-time employees and a $27 million budget. Significant accomplishments included:

- Implementing a multi-year financial planning process, re-engineering various municipal services and a long-term CIP which ultimately led to a freeze in local property tax rates and the elimination of all existing debt

- Oversaw an aggressive economic development program including a successful (an unique) retail TIF district; the aggressive annexation of unincorporated property for residential development
- Improved employee relations within a heavily-unionized environment

Village of LaGrange, Illinois (1/88 – 11/92) – Served as Village Manager of a mature, full-service suburban community of 15,300; accountable for six departments with 96 employees and a budget of $18.2 million. Principle accomplishments included:

- Initiated a successful economic development program including CBD TIF District, with streetscape, façade renovation and public amenity components; recruiting a myriad of new retailers to the Village; and an aggressive retention program for commercial and industrial operators
- Upgraded all municipal facilities, including construction of a new public safety facility
- Improved the budgetary and financial management systems by introducing a multi-year budget; elimination of one operating department and the merge of two others; reduction in number of employees; all resulting in stabilizing local property taxes, the elimination of all short-term debt and funding an aggressive CIP with funds on-hand.

Town of Normal, Illinois (6/84 – 1/88) – Served as Assistant City Manager, responsible for Town-wide administration including oversight of seven departments. In addition, assumed responsibility for economic development, community relations, risk management and labor relations. Significant accomplishments included:

- The successful recruitment of Diamond Star Motors, resulting in more than $1B in new investment, construction of a 2M SF facility and 2900 jobs; and numerous ancillary developments
- Creation of the Municipal Insurance Cooperative (MICA), a multi-government self-insurance pool

City of Portage, Michigan (2/83-6/84) – Served as Assistant to the City Manager; responsible for general management, grant procurement, public information and special projects.

City of South Haven, Michigan (1/81-2/83) – Served as Director of Community Development; responsible for all economic development and community development activities including central business district revitalization, industrial park development and the administration of various state and federal grant programs.

Western Illinois Regional Council (7/78 – 1/81) – Served as Manager of Community Services, supervising a staff of seven and responsible for all local government technical assistance activities including planning, grantsmanship and grant implementation.

Community Activities (representative):

Los Alamos Main Street – President
Leadership Los Alamos
Superior Chamber of Commerce
Auburn Hills Boys & Girls Club
Clayton Recreation, Sports and Wellness Commission
East-Central Dispatch Consortium – Vice Chair
St. Louis Art Fair – Executive Board
St. Louis Jazz Festival – Board of Directors
LaGrange Area United Way
Fifth Ward Alderman – City of Macomb, Illinois (two terms)

Professional Memberships (representative):

International City/County Management Association – Credentialed Manager
ICMA – Governmental Affairs and Policy Committee (2008-2010)
Colorado Municipal League – Fiscal Issues Committee (2007-2010)
Colorado City/County Management Association
National Renewable Energy Laboratory – Energy Executives – 2009
Oakland County (MI) City Managers Association – President
St. Louis (MO) Area City Management Association – Vice-President

Education:

(1978 – 1981) Western Illinois University
Macomb, Illinois
Completed 51 semester hours of instruction toward Master of Business Administration degree program

(1973 – 1978) Western Illinois University
Macomb, Illinois
B.A. Political Science
Baccalaureate Certificate in Public Administration

(1969 – 1973) Oak Lawn Community High School
Oak Lawn, Illinois

Brian J. Redshaw

TOWN OF LAKE PARK
An Equal Opportunity Employer
EMPLOYMENT APPLICATION FORM

Please type or print clearly. Do not use pencil. Do not revise or reformat this application form in any way. A separate application form containing the applicant's original signature is required for each position. Applications will not be accepted by fax. Completed applications must be submitted to the Human Resources Department, Lake Park Town Hall, 535 Park Avenue, Lake Park, Florida 33403. Applications must be complete at the time they are submitted. Please answer each question or insert "N/A" if the question is not applicable. Applications are accepted only for advertised positions.

In accordance with the provisions of the **Americans with Disabilities Act**, please notify the Human Resources Department at 561-881-3310 in advance if you require special accommodations to participate in the employment application process.

1. Position Applied For: Town Manager
(*Please state the position applied for exactly as it has been advertised.*)

2. Is this position: ☒ Full-time ☐ Part-time ☐ Temporary ☐ Intermittent (Seasonal)
(*Please check one of the above boxes.*)

3. How did you first learn about this position: ICMA Webstre ?

4. Applicant's Last Name: Redshaw

5. Full First Name: Brian Middle Name: Joseph

6. Applicant's Home Address: 419 Brookshire Court
(*Do not use a post office box.*)

City: Sergeant Bluff State: IA Zip Code: 51054

Home Telephone No. (*with area code*): 712-943-9747 Cell Phone No. (*with area code*): 712-223-5259

Email Address: iowahawk77@gmail.com

7. Social Security Number: [redacted]
(*The Town of Lake Park requests your social security number for the purpose of conducting pre-employment background checks, pre-employment physical examinations and drug screens, employment benefits, and income reporting. Your social security number will be used solely for these purposes.*)

8. Have you ever worked for the Town of Lake Park? Yes ☐ No ☒
If "yes", please provide position title(s), department(s), dates of employment, and reason for leaving:

RECEIVED
JAN 23 2015
BY: .....

9. Have you ever applied for a position with the Town of Lake Park before? Yes ☒ No ☐
If "yes", please provide the position(s) for which you applied and the date of your application(s):
Town Manager 3/6/12

10. Do you have any relatives currently employed by the Town of Lake Park? Yes ☐ No ☒
If "yes", please print name, relationship to you and the Town department in which your relative works:

11. May we contact your present employer? Yes ☒ No ☐

12. Is there any reason that you would not be able to perform the responsibilities and tasks of the position for which you are applying? Yes ☐ No ☒

13. Can you work evenings? Yes ☒ No ☐

14. Can you work weekends? Yes ☒ No ☐

15. Are you legally able to work in the United States? Yes ☒ No ☐

16. Have you **EVER** been arrested, received a Notice to Appear, been charged, convicted, entered a plea of *nolo contendere* (no contest), entered a plea of guilty, been found guilty or had adjudication withheld in a criminal offense; or, are there any criminal charges now pending against you?
Yes ☐ No ☒
If "yes", please describe the charge and the outcome of the charges (please be sure to respond thoroughly and accurately to this question. Failure to answer accurately and fully or failure to disclose requested details on this application form will be counted as an omission of relevant facts and will be grounds for disqualification from consideration or revocation of job offer if recommended for hire):

17. Do you have a valid Florida (or out-of-state) driver's license? Yes ☒ No ☐ If your answer is "yes", please provide your driver's license number below and the issuing state:
Driver's License Number: [redacted] Issuing State: Iowa

18. Do you have a valid Florida Commercial Driver's License (CDL)?
Yes ☐ No ☒
If "yes", indicate class below:
Class A ☐ Class B ☐ Class C ☐ Class D ☐ Chauffeur's License ☐
Expiration Date: _____ Endorsements: _____

[redacted]

Please provide your full name if different while attending school: _____

High School or GED East High School	
Full Name: Brian Joseph Redshaw	Date Graduated: 5/1973
Address: 5011 Mayhew	
City/State/Zip Code: Sioux City IA 51106	
College/University University of Iowa	
Full Name: Brian Joseph Redshaw	Date Graduated: 5/1977
Address: ~~Bellas Center~~ Jesup Hall	Major: Political Science
City/State/Zip Code: Iowa City IA 52242	Degree: BA
College/University University of S. Dakota	
Full Name: Brian Joseph Redshaw	Date Graduated: 7/1979
Address: Kellas Center Room 222	Major: Public Administration
City/State/Zip Code: Vermillion SD 57069	Degree: MPA
Training/Vocational School	
Full Name:	Date Completed:
Address:	Licenses or Certifications:
City/State/Zip Code:	
NOTE: Please attach copies of degrees or certificates at the time of application.	

20. Please list all special skills, computer programs, office machines, equipment, tools, etc. that you are able to use:

WORD, EXCEL, OUTLOOK, POWERPOINT

21. Please list any trade or professional organizations to which you currently belong:

International City Management Association

22. EMPLOYMENT HISTORY

Commencing with your most recent employer, including self-employment, part-time employment, and military service (if applicable), please list in reverse chronological order your COMPLETE employment history. Please attach an addendum if needed to complete this section. (NOTE: If you are supplementing your application with a resume, all of the following requested information must be provided in your resume.)

Name of Employer: City of Sergeant Bluff	Starting Date: 6/4/12
Address: 401 4th Street	Ending Date: 12/10/13
City/State: Sergeant Bluff IA Zip Code: 51054	Final Salary: $7500
Telephone Number (with area code): 712-943-4244	
Immediate Supervisor: Jon Winkel	
Your Position Title: City Administrator	

Duties and Responsibilities:
General Management of Fire and Ambulance, City Clerk, Police Department, Parks and Recreation, Public Library, Bldg Insp, Public Works Department (water, sewer, electric)

Reason for Leaving:
Resignation

Name of Employer: City of Hibbing	Starting Date: 9/1/04
Address: 401 E. 21st Street	Ending Date: 4/6/11
City/State: Hibbing MN Zip Code: 55746	Final Salary: $4,468
Telephone Number (with area code): 218-262-3486	
Immediate Supervisor: Rick Cannata	
Your Position Title: City Administrator	

Duties and Responsibilities:
General Management of City Assessor, City Engineer, Bldg Inspection, City Clerk, Fire and Ambulance, Public works department, Parks and recreation, Memorial Building, Public Library, Police, Cemetery, Economic Develop Human Resources

Reason for Leaving:
Termination

Commencing with your most recent employer, including self-employment, part-time employment, and military service (if applicable), please list in reverse chronological order your COMPLETE employment history. Please attach an addendum if needed to complete this section. (NOTE: If you are supplementing your application with a resume, all of the following requested information must be provided in your resume.)

Name of Employer: Town of Syracuse	Starting Date: 5/17/99
Address: 310 N. Huntington	Ending Date: 8/31/04
City/State: Syracuse IN Zip Code: 46567	Final Salary: 57000
Telephone Number (with area code): 574-457-3348	
Immediate Supervisor: Barb Carwile	
Your Position Title: Town Manager	

Duties and Responsibilities:
General Management of Fire and Ambulance, Town Clerk, Police, Public Works, Parks and Recreation, Water and Sewer utilities, bldg inspection

Reason for Leaving:
Resignation

Name of Employer: City of Hoisington	Starting Date: 5/1/97
Address: 109 E. 1st Street P.O. Box 418	Ending Date: 10/26/98
City/State: Hoisington KS Zip Code: 67544	Final Salary: 42000
Telephone Number (with area code): 620-653-4125	
Immediate Supervisor: Clayton Williamson	
Your Position Title: City Manager	

Duties and Responsibilities:
General Management of Fire and Ambulance, City Clerk, Police, Public Works, Park and Recreation, Water-Sewer-electric utilities, Power Plant, Public library

Reason for Leaving:
termination

2. EMPLOYMENT HISTORY

Commencing with your most recent employer, including self-employment, part-time employment, and military service (if applicable), please list in reverse chronological order your COMPLETE employment history. Please attach an addendum if needed to complete this section. (NOTE: If you are supplementing your application with a resume, all of the following requested information must be provided in your resume.)

Name of Employer: Town of Grand Lake	Starting Date: 9/6/96
Address: 1026 Park Avenue P.O. Box 99	Ending Date: 3/31/97
City/State: Grand Lake CO Zip Code:	Final Salary: 40000
Telephone Number (with area code): 970-627-3435	
Immediate Supervisor: Gene Stover	
Your Position Title: Town Manager	

Duties and Responsibilities:
General Management of Town Clerk, Public Works Department (Streets), water, parks and recreation, Sheriff's contract for law enforcement

Reason for Leaving:
end of probationary period

Name of Employer: City of Oconto	Starting Date:
Address: 1210 Main Street	Ending Date:
City/State: Oconto WI Zip Code: 54153	Final Salary: 40000
Telephone Number (with area code): 920-834-7711	
Immediate Supervisor: Dwaine Vonshak	
Your Position Title: City Adm / Acct	

Duties and Responsibilities:
general management of fire and ambulance, City Clerk, Police, Public Works, Parks & Rec, Water-sewer utilities, public library

Reason for Leaving:
end of probationary period

22. EMPLOYMENT HISTORY (Continued)

Name of Employer: Caldwell Banker	Starting Date: 10/15/94
Address: 1401 50th Street	Ending Date: 8/17/95
City/State: West Des Moines, IA Zip Code: 50266	Final Salary: commission
Telephone Number (with area code):	
Immediate Supervisor: Barry Hesse	
Your Position Title: Sales associate	

Duties and Responsibilities:
listing and sales of residential real estate marketting and use of multiple listing service

Reason for Leaving:
Resignation

Name of Employer: City of Waukee	Starting Date: 2/1/80
Address: 230 W. Hickman Road	Ending Date: 10/15/94
City/State: Waukee, IA Zip Code: 50263	Final Salary: 37,651
Telephone Number (with area code): 515-987-4522	
Immediate Supervisor: Floyd Rosenkranz	
Your Position Title: City Clerk / Adm	

Duties and Responsibilities:
general management of fire-first responders, police, public works, water-sewer-Natural gas utilities, parks and recreation, building inspection, public library

Reason for Leaving:
Resignation

23. Please explain any gaps in your employment history:
In-Transition between positions

24. Have you ever been fired, removed or dismissed from any position at any time?

Yes ☒ No ☐

If "yes", identify the employer and your job position, and explain why and include the date of the job action: 10/26/98 City of Hoisington-termination of contract
4/6/11 City of Hibbing termination of contract

APPLICANT'S STATEMENT AND AUTHORITY TO RELEASE INFORMATION

I hereby certify that all statements in this application are true and complete. I understand that any misrepresentation or omission of information by me shall serve as a basis for termination of my employment with the Town of Lake Park. I further understand that unless this application is completed in detail, it will not be considered.

I hereby give my consent to the Town of Lake Park to investigate and verify any information provided on this application form and successive documents completed for the purpose of employment consideration. I consent to have background checks, pre-employment physical examinations, drug testing, reference checks and any other necessary investigations undertaken to determine my suitability for employment.

I hereby authorize any representative of the Town of Lake Park, bearing this release, or copy hereof, to obtain any information in your files pertaining to my educational background, attendance, employment history and disciplinary records. I hereby release any person who provides personnel file or applicant information pertaining to me from all claims of liability that might otherwise result from such information. I hereby release the Town of Lake Park or its employees from any and all liability for damages resulting from reference checks, background checks associated with this application.

I am further aware and understand that the Town of Lake Park requires its employees to adhere to numerous policies, rules, regulations and procedures, including but not limited to: (1) fingerprinting of its employees upon application and employment; (2) Equal Employment Opportunity Policy; (3) a Drug Free Workplace Policy; (4) drug screening requirements; and (5) a Tobacco Free Workplace Policy.

I voluntarily agree to abide by all Town policies if I am hired by the Town of Lake Park.

I further declare that if I am employed by the Town of Lake Park, and thus a recipient of public funds, that I affirm that I will support the Constitution of the United States and the State of Florida.

Applicant Full Name: Brian Joseph Redshaw
(please print)

Brian J Redshaw
Signature of Applicant

1/21/2015
Date

Signature of Applicant's Parent or Legal Guardian
(if applicant is a minor)

Date

Received
DEC 26 2014
Town of Lake Park
Dept. of Administrative Services

Brian J. Redshaw
419 Brookshire Court
Sergeant Bluff IA 51054
iowahawk77@gmail.com

December 22, 2014

Human Resources Department
Town of Lake Park
535 Park Avenue
Lake Park FL 33403

Dear Sirs:

It is my desire to apply for the position of Town Manager as advertised on the ICMA website.

An updated resume has been included for your reference. Hopefully it would answer any questions that you might have about my background. If not, please feel free to contact me at my residence at 712-943-9747.

I believe that I am the candidate who possesses the skill-set to be successful as the Town Manager. I have a number of qualities which makes me uniquely qualified for this position. Through my career, I have developed the ability to be a well prepared leader of the community. I have a skill-set which makes me both positive and personable. I am a Team-Player who will work well with the City Council and members of the staff. I am an Outstanding Communicator, Strategic Thinker and a Skilled Facilitator. I am fiscally conservative, exercise sound judgment, have a high standard of integrity and am committed to the organization. I adhere to the Total Quality Management approach to organizations. I have a good educational background which allows me to critically look at alternatives, and the maturity to evaluate and make wise choices. I am also a change agent who is always looking for new ways to solve problems and provide services. I take my role as public servant very seriously and do my best to lead by example. Finally, I have experience working in a growing suburb of the metropolitan Des Moines area. During this tenure, I had extensive involvement in annexation, TIF districts and infra-structure development.

One of my strong suits is financial management. Over the last six and one half years, I have been involved in budget cutbacks by the City of Hibbing. One half of their budget comes from Local Government Aide (LGA) and the State of Minnesota has been struggling to balance their budget. We have had an informal hiring freeze for over four years. Departmental budgets are in a continual review process. The State of Minnesota was proposing a reduction of $1.3 million in the 2012 Budget. I have also managed a

municipal gas utility in Waukee IA which was financially in trouble in 1980. Two large rate increases were implemented and I had the resolve to bring the City through the crisis even though the solution was not well received by the citizens. Over the last eighteen months, we have implemented SCADA systems for the water and electric systems in Sergeant Bluff. We have also implemented GPS system coordinating all of our mapping data. An upgrade to the remote meter reading system was also made. Over the last eighteen months, we have implemented SCADA systems for the water and electric systems in Sergeant Bluff. We have also implemented GPS system coordinating all of our mapping data. An upgrade to the remote meter reading system was also made. I have shown myself to be very successful in implementing change and handling a dynamic environment which has been essential in dealing with the natural gas and electric industries. I have been able to handle people well whether they are citizens, council members or employees.

My salary history information is as follows: FY 79-80 $16,000; FY 93-94 $37,631; FY 95-98 $40,000 to $49,200; FY 99-04 $50,000 to $57,000; and FY 05-11 $74,000 to $84,468 plus $5000 car allowance and FY12-14 $82,500 to $87,500 plus $4200 car allowance.

I have eight professional references for your use: Donald L. Bailey, Jr., former Mayor of Waukee IA, 515-987-1114; Frank Bigelow, Hibbing City Council, 218-262-1622; Tim Harkonen, Hibbing City Council, 218-263-8127; Carol F. Koble, former Syracuse Town Councilman, 574-457-2064; Tom Perzanowski, former Syracuse Town Marshal, 321-693-3156; Floyd W. Rosenkranz, former Mayor of Waukee IA, 940-482-1913; Jon Winkel, Mayor of Sergeant Bluff IA, 712-333-5539 and Jeff Young, former City Clerk of Hibbing MN, 218-969-8966.

I would gladly answer any questions that you might have in the future. If any other documents are necessary, please let me know and I can fax them to you.

Sincerely yours,

Brian J. Redshaw

BJR/bjr
encl.

Received
DEC 26 2014
Town of Lake Park
Dept. of Administrative Services

BRIAN J. REDSHAW

ADDRESS:

419 BROOKSHIRE COURT
SERGEANT BLUFF IA 51054
HOME: 712-943-9747
CELL: 712-223-5259
E-MAIL: iowahawk77@gmail.com

EDUCATION:

Master of Public Administration Degree (M.P.A.) with an emphasis in Public Management, University of South Dakota, Vermillion SD 57069. Degree received in July of 1979 with a G.P.A. of 3.36.

Bachelor of Arts Degree (B.A.) with a Major in Political Science, University of Iowa, Iowa City IA 52242. Degree received in May of 1977 with a G.P.A. of 3.05. A minor was received in Economics.

MUNICIPAL EXPERIENCE:

June 2012 to December 2013 – City Administrator of Sergeant Bluff, IA The Official 2010 Census count was 4227. Supervision of 27 full-time employees. The total budget for FY2014 is $12,348,388.

September 2004 to April 2011 – City Administrator of Hibbing, MN.
The Official 2010 Census count was 16,361. Supervision of 151 full-time employees. The total budget for the City of Hibbing in 2011 was $14,939,732

May 1999 to August 2004 – Town Manager of Syracuse, IN.
The Official 2000 Census count was 3038. Supervision of fifty (50) full-time employees. The total budget including utilities was $4,500,000.

May 1997 to October 1998 – City Manager of Hoisington, KS.
The Estimated 1995 Census count was 3212. Supervision of forty (40) full-time employees. The 1998 total budget including utilities was $3,958,096

September 1996 to March 1997 – Town Manager of Grand Lake, CO

August 1995 to May 1996 – City Administrator / Accountant of Oconto, WI.

February 1980 to October 1994 – City Clerk / Administrator of Waukee, IA.

Annexation Experience in Waukee IA
Budget Formulation Experience in all seven communities
Fund Accounting Experience in all seven communities
Mountain Community Experience – Grand Lake CO
Lake Community Experience – Syracuse IN
Police Experience in all but one of the communities (Grand County Sheriff's Contract)
Fire Experience with both volunteer and full-time departments
Parks & Recreation Experience in all seven communities
Union Negotiation Experience (AFSCME, IAFF, Police Federation, MAPE, & Teamsters)
Comprehensive Planning Experience and Infrastructure Development
Economic Development Experience
Grant Administration Experience
Electric Distribution and Generation Experience in Hoisington KS
Natural Gas Distribution Experience in Waukee IA
Sanitation and Recycling Experience in Hibbing MN and Hoisington KS
Water Distribution Experience in five of the seven communities
Wastewater Experience in five of the seven communities (Special District – Grand Lake)
Worked in a suburb of the metropolitan Des Moines area.

PROFESSIONAL MEMBERSHIPS:

Current member of the International City Management Association and current member of the Iowa City/ County Management Association. I was also a member of the Coalition of Greater Minnesota Cities and am an active participant in the Labor & Employee Relations Committee of the CGMC. I have experience with the Kansas Association of City / County Management as well as the League of Municipalities. I have previously been involved with the Iowa Municipal Finance Officers' Association, Iowa Municipal Association of Utilities, Northern Municipal Distributors Group, American Waterworks Association, and American Public Gas Association. I previously worked with the Kansas Municipal Utilities, Kansas Municipal Gas Agency and the Kansas Municipal Energy Agency. I was also a member of the Kansas Rural Water Association.

I have completed Sessions I-III of the Municipal Clerk's Institute at Iowa State University in Ames, Iowa for a total credit of 10.2 C.E.U.'s.

In January of 1995, I completed the Dale Carnegie Training Course in West Des Moines In June of 2005, I successfully completed a Chamber Leadership Course in Hibbing MN.

I have been a member of Rotary International from 1999 to 2011. Prior to that I was a member of Lions Club in Iowa and Kiwanis Club in Wisconsin and Kansas. I am a Founding Member of the John C. Maxwell Certification Program since March 2011.

James A. Slaughter

TOWN OF LAKE PARK

An Equal Opportunity Employer

EMPLOYMENT APPLICATION FORM

Please type or print clearly. Do not use pencil. Do not revise or reformat this application form in any way.
A separate application form containing the applicant's original signature is required for each position. Applications will not be accepted by fax. Completed applications must be submitted **by the applicant directly to the Human Resources Department,** Lake Park Town Hall, 535 Park Avenue, Lake Park, Florida 33403. Applications must be complete at the time they are submitted. Please answer each question or insert "N/A" if the question is not applicable. Applications are accepted only for advertised positions.

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1. Position Applied For: Town Manager
(*Please state the position applied for exactly as it has been advertised.*)

2. Is this position: ☒ Full-time ☐ Part-time ☐ Temporary ☐ Intermittent (Seasonal)
(*Please check one of the above boxes.*)

3. How did you first learn about this position: ICMA Job Listing ?

4. Applicant's Last Name: Slaughter

5. Full First Name: James Middle Name: Andrew

6. Applicant's Home Address: 40 Masters Place
(*Do not use a post office box.*)

City: Beacon State: New York Zip Code: 12508

Home Telephone No. (*with area code*): (845) 440-8401 Cell Phone No. (*with area code*): (973) 493-1521

Email Address: boydmellow@nm.com

7. Social Security Number: [redacted]
(*The Town of Lake Park requests your social security number for the purpose of conducting pre-employment background checks, pre-employment physical examinations and drug screens, employment benefits, and income reporting. Your social security number will be used solely for these purposes.*)

8. Have you ever worked for the Town of Lake Park? Yes ☐ No ☒
If "yes", please provide position title(s), department(s), dates of employment, and reason for leaving:

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BY: .....

9. Have you ever applied for a position with the Town of Lake Park before? Yes ☒ No ☐
If "yes", please provide the position(s) for which you applied and the date of your application(s):

Town Manager submitted 2005

10. Do you have any relatives currently employed by the Town of Lake Park? Yes ☐ No ☒
If "yes", please print name, relationship to you and the Town department in which your relative works:

11. May we contact your present employer? Yes ☒ No ☐ -present employer - The Slaughter Group, Inc (my company)

12. Is there any reason that you would not be able to perform the responsibilities and tasks of the position for which you are applying? Yes ☐ No ☒

13. Can you work evenings? Yes ☒ No ☐

14. Can you work weekends? Yes ☒ No ☐

15. Are you legally able to work in the United States? Yes ☒ No ☐

16. Have you **EVER** been arrested, received a Notice to Appear, been charged, convicted, entered a plea of *nolo contendere* (no contest), entered a plea of guilty, been found guilty or had adjudication withheld in a criminal offense; or, are there any criminal charges now pending against you?

Yes ☐ No ☒

If "yes", please describe the charge and the outcome of the charges (please be sure to respond thoroughly and accurately to this question. Failure to answer accurately and fully or failure to disclose requested details on this application form will be counted as an omission of relevant facts and will be grounds for disqualification from consideration or revocation of job offer if recommended for hire):

17. Do you have a valid Florida (or out-of-state) driver's license? Yes ☐ No ☒ If your answer is "yes", please provide your driver's license number below and the issuing state:
Driver's License Number: [redacted] Issuing State: New York

18. Do you have a valid Florida Commercial Driver's License (CDL)?

Yes ☐ No ☒

If "yes", indicate class below:

Class A ☐ Class B ☐ Class C ☐ Class D ☒ Chauffeur's License ☐

Expiration Date: _____ Endorsements: _____

19. EDUCATION AND TRAINING HISTORY

Please provide your full name if different while attending school: James A Slaughter

High School or GED	
Full Name: Gateway High School	Date Graduated: 1972
Address: Mossside Boulevard	
City/State/Zip Code: Monroeville, Pa	
College/University	
Full Name: University of Pittsburgh	Date Graduated: April 1976
Address: 4200 Fifth Avenue	Major: Urban Studies
City/State/Zip Code: Pittsburgh, Pa 15260	Degree: Bachelor of Arts
College/University ~~University of Pittsburgh~~	
Full Name: University of Pittsburgh	Date Graduated: ~~[illegible]~~ April 1980
Address: 4200 Fifth Avenue	Major: Public Administration
City/State/Zip Code: Pittsburgh, Pa 15260	Degree: Master of Public Administration
Training/Vocational School College	
Full Name: Vermont/Norwich College	Date Completed: October 1981
Address:	Licenses or Certifications: Urban & Regional Planning
City/State/Zip Code: Plainfield, Vermont	Master of Arts
	Certificate in Historic Preservation
NOTE: Please attach copies of degrees or certificates at the time of application.	Drew University

20. Please list all special skills, computer programs, office machines, equipment, tools, etc. that you are able to use:

Background + training in Project/Construction Management

21. Please list any trade or professional organizations to which you currently belong:

American Planning Association, Urban Land Institute
Applying to International City/~~County~~ Management Association

22. EMPLOYMENT HISTORY

Commencing with your most recent employer, including self-employment, part-time employment, and military service (if applicable), please list in reverse chronological order your COMPLETE employment history. Please attach an addendum if needed to complete this section. (NOTE: If you are supplementing your application with a resume, all of the following requested information must be provided in your resume.)

Name of Employer: City of Peekskill	Starting Date: September 2011
Address: 840 Main Street	Ending Date: January 2013
City/State: Peekskill, New York Zip Code: 10566	Final Salary: $100,000
Telephone Number (with area code): (914) 734-4160	
Your Immediate Supervisor: Rick Finn	
Your Position Title: Director of Economic Development	
Duties and Responsibilities: Managed downtown initiatives for arts, culture and business development. Developed marketing campaign for business attraction + industrial square footage. Administered redevelopment of Lower South Street and 9 Corporate Drive.	
Reason for Leaving: - Budget cutbacks, position planned out	

Name of Employer: Scenic Hudson, Inc	Starting Date: April 2007
Address: One Civic Square, Suite 200	Ending Date: April 2008
City/State: Poughkeepsie Zip Code: 12601	Final Salary: $109,000
Telephone Number (with area code): (845) 473-4440	
Your Immediate Supervisor: Neil Sullivan	
Your Position Title: Director of Land Use Advocacy	
Duties and Responsibilities: Managed the Land Use Advocacy team in strategic planning, site development application for waterfront municipalities in the Hudson Valley.	
Reason for Leaving: Scenic Hudson decided to return to primarily a Land Trust agency.	

25. APPLICANT'S STATEMENT AND AUTHORITY TO RELEASE INFORMATION

I hereby certify that all statements in this application, and accompanying resume if provided, are true and complete. I understand that any falsification, misrepresentation or omission of information by me shall serve as a basis for disqualification from consideration for employment or termination of my employment with the Town of Lake Park. I further understand that unless this application is completed in detail, it will not be considered.

I hereby give my consent to the Town of Lake Park to investigate and verify any information provided on this application form and successive documents completed for the purpose of employment consideration. All applicants shall be subject to a criminal background check. I consent to have background checks, pre-employment physical examinations, drug testing, reference checks and any other necessary investigations undertaken to determine my suitability for employment.

I hereby authorize any representative of the Town of Lake Park, bearing this release, or copy hereof, to obtain any information in your files pertaining to my educational background, attendance, employment history and disciplinary records. I hereby release any person who provides personnel file or applicant information pertaining to me from all claims of liability that might otherwise result from such information. I hereby release the Town of Lake Park or its employees from any and all liability for damages resulting from reference checks, background checks associated with this application.

I am further aware and understand that the Town of Lake Park requires its employees to adhere to numerous policies, rules, regulations and procedures, including but not limited to: (1) fingerprinting of its employees upon application and employment; (2) Equal Employment Opportunity Policy; (3) a Drug Free Workplace Policy; (4) drug screening requirements; and (5) a Tobacco Free Workplace Policy.

I voluntarily agree to abide by all Town policies if I am hired by the Town of Lake Park.

I further declare that if I am employed by the Town of Lake Park, and thus a recipient of public funds, that I affirm that I will support the Constitution of the United States and the State of Florida.

Applicant Full Name: James A. Slaughter
(please print)

James A Slaughter
Signature of Applicant

January 21, 2015
Date

Signature of Applicant's Parent or Legal Guardian
(if applicant is a minor)

Date

The Town of Lake Park is an Equal Opportunity Employer.

Vermont College

of

Norwich University

Montpelier Vermont

This certifies that

James Andrew Slaughter

has satisfactorily completed the requirements of the

Goddard Graduate Program

and is therefore awarded the degree of

Master of Arts

Given this 9th day of October 1981

University of Pittsburgh

Pittsburgh, Pennsylvania

To all persons to whom these presents may come, Greeting

Be it known that

James Andrew Slaughter

having satisfied the requirements for the degree of

Bachelor of Arts

is now admitted to that degree with all the rights, privileges and immunities thereunto appertaining.

In Witness Thereof, we the Trustees of the University have caused our corporate seal and the proper signatures to be hereunto affixed.

Given at Pittsburgh, Pennsylvania, on the twenty-second day of April in the year of our Lord one thousand nine hundred and seventy-five

University of Pittsburgh

Pittsburgh, Pennsylvania

To all persons to whom these presents may come, Greeting
Be it known that

James Andrew Slaughter

having satisfied the requirements for the degree of

Bachelor of Arts

is now admitted to that degree with all the rights, privileges and immunities thereunto appertaining.

In Witness Thereof, we the Trustees of the University have caused our corporate seal and the proper signatures to be hereunto affixed. Given at Pittsburgh, Pennsylvania, on the twenty-second day of April in the year of our Lord one thousand nine hundred and seventy-six.

Vermont College

of

Norwich University

Montpelier Vermont

This certifies that

James Andrew Slaughter

has satisfactorily completed the requirements of the

Goddard Graduate Program

and is therefore awarded the degree of

Master of Arts

Given this 9th day of October 1981

January 12, 2014

Human Resources Department
Lake Park Town Hall
535 Park Avenue
Lake Park, Florida 33403

Dear Sir or Madam:

I am submitting my name for consideration as Town Manager for the Town of Lake Park, Florida. I have completed an assignment as the Interim City Manager and Director of Planning and Development for the City of Newburgh. My duties entailed:

- Identification of new sources of revenue and department self-efficiency for three departments in preparing and successful passage of $42,172,589 FY 14 City Budget
- Development of a new policy for distributing city-owned parcels for economic and redevelopment initiatives
- Providing direction in labor negotiations and analyzing potential realignment of city departments
- Administered Asset Management of capital resources and programs in conjunction with capital improvements including water, sewer and transportation
- Designs economic development policies and plans in commercial, industrial, residential and retail development

In addition, I managed departments and agencies for local and state governments in four states and worked in short segments as Acting City Manager. I have state legislative experience as Executive Director of the African American Affairs Commission in lobbying for legislation and programs to enhance the lives of African – Americans in Connecticut.

I am also the President of The Slaughter Group, a consulting firm that works with adaptive reuse, business and residential development, contract submissions and parking projects. I work with clients on retail recruitment, landlord assistance in tenant identification and leasing for office, manufacturing and warehouse properties. In addition, I served as Director of Land Use Advocacy for Scenic Hudson, Inc which advocated for sound waterfront planning and sustainability along the Hudson River. I coordinated the production of Revitalizing *Hudson Riverfronts "Illustrated Conservation and Development Strategies for Creating Healthy, Prosperous Communities"* handbook.

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As Director of Policy, Planning and Development for the City of East Orange, my duties included management of planning projects, zoning approvals, housing development, rehabilitation projects and economic development. I was responsible for ten redevelopment projects, totaling $ 1.2 billion with seven completed projects during my tenure. One project was the Cicely Tyson School of Performing and Fine Arts, which included a K-12 facility and performing arts center totaling $144.0 million. I provided redevelopment advice to the Mayor and received a commendation for East Orange's fiscal and economic revitalization from the New Jersey Legislature.

The management of staff has range from 4 to my previous responsibility of 256 employees. I created Management Development Associates, Inc and worked with the Martin Luther King Drive Neighborhood Development Corporation in Jersey City, NJ. This project was a journey from conceptual ideas to construction management over a ten-year period. Our work was recognized and I was a recipient of the Paul Davidoff Award for "Advocacy Planning" from the American Planning Association.

I can be contacted at (845) 440-8401 or (973) 493-1521, (cell) and via email at boydmellon@aim.com, if there are any questions.

Sincerely,

James A. Slaughter
Encl.

JAMES A SLAUGHTER
40 MASTERS PLACE
BEACON, NEW YORK 12508
(845) 440-8401
EMAIL – boydmellon@aim.com

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BY: .....

OBJECTIVE -

Incorporate public administration techniques and policies in managing a municipality, educational institution or business through proper resource utilization.

PROFESSIONAL EXPERIENCE

4/2013 – City of Newburgh –Director of Planning and Economic Development Interim City Manager (6/2013-6/2014)

Administered day to day operation for the City of Newburgh, managing a staff of 260 employees

Manages the preparation and successful passage of the FY 2014 Budget of $42, 172,589 entailing resource usage, financial trends and development of the 2013 Bond Anticipation Note

Administers staff including selection of personnel to fill open positions, progressive discipline and long term management plans

Administered Asset Management of capital resources and programs in conjunction with capital improvements including water, sewer and transportation

Designs economic development policies and plans in commercial, industrial, residential and retail development

Administers the River of Opportunities Program to attract small to moderate size commercial, industrial and warehouse businesses to the City of Newburgh

Established Business Concierge Services to expedite site plan, permit and business relocation

9/2011–12/2012 - City of Peekskill – Peekskill, NY – Director of Economic Development

Managed downtown initiatives for arts, culture and business development

Administered new marketing campaign for business attraction and retention

Worked with landlords to fill commercial and industrial rental square footage

Administered the redevelopment of the Lower South Street Redevelopment Area, 9 Corporate Drive and Downtown Peekskill

1/2009 – The Slaughter Group – Beacon, NY - President

Administers projects for economic development, housing production, parking analysis and preparation of state and federal grants, corridor planning, parking analysis and mixed income housing production

Develops economic development policies to create mixed use projects and transit oriented development along transportation and riverfront corridors

James A. Slaughter -

3/2007– 4/2009 Scenic Hudson - Poughkeepsie, NY – Director of Land Use Advocacy

Managed the Land Use Advocacy Team in strategic planning, site development application for waterfront municipalities in the Hudson Valley

Managed campaigns with local organizations, land trust groups to engage developers for alternative development plans

2/2002 – 5/2007 City of East Orange, New Jersey Department of Policy Planning and Development – Director

Managed a staff of thirty and administered 10 redevelopment projects with designated developers with seven completed projects including residential, mixed/adaptive use projects/retail development with regional and national firms

Developed Business Improvement Districts for Central Avenue and Main Street corridors

Project Manager for the development of the $144.0 million Cicely Tyson Community School of Performing and Fine Arts

Worked with developers and building owners towards leasing different classes of warehouse, office and retail space

5/2000-2/2002 African American Affairs Commission Hartford, Connecticut - Executive Director

Administered a legislative agency which interacted with the governor's office, legislators and special interest groups

Restructured agency to be proactive for recommending proposed legislation and program coordination with various advocacy agencies

EDUCATION

Vermont College /Norwich University - MA Urban & Regional Planning
University of Pittsburgh - MPA Public Administration
University of Pittsburgh - BA Urban Studies
Drew University - Certificate in Historic Preservation

AWARDS

Paul Davidoff Award - American Planning Association
Certificate of Commendation - New Jersey Legislature

Mark E. Stivers

TOWN OF LAKE PARK
An Equal Opportunity Employer
EMPLOYMENT APPLICATION FORM

Please type or print clearly. Do not use pencil. Do not revise or reformat this application form in any way. A separate application form containing the applicant's original signature is required for each position. Applications will not be accepted by fax. Completed applications must be submitted **by the applicant directly to the Human Resources Department,** Lake Park Town Hall, 535 Park Avenue, Lake Park, Florida 33403. Applications must be complete at the time they are submitted. Please answer each question or insert "N/A" if the question is not applicable. Applications are accepted only for advertised positions.

In accordance with the provisions of the **Americans with Disabilities Act**, please notify the Human Resources Department at 561-881-3310 in advance if you require special accommodations to participate in the employment application process.

1. Position Applied For: Town Manager
(*Please state the position applied for exactly as it has been advertised.*)

2. Is this position: ☒ Full-time ☐ Part-time ☐ Temporary ☐ Intermittent (Seasonal)
(*Please check one of the above boxes.*)

3. How did you first learn about this position: ICMA Website ?

4. Applicant's Last Name: Stivers

5. Full First Name: Mark Middle Name: Edward

6. Applicant's Home Address: 1909 Shady Oak Drive
(*Do not use a post office box.*)

City: Mantoloking State: PA Zip Code: 17552

Home Telephone No. (*with area code*): N/A Cell Phone No. (*with area code*): (717) 468-8415

Email Address: MStivers153@gmail.com New: (717) 475-4673

7. Social Security Number: [redacted]
(*The Town of Lake Park requests your social security number for the purpose of conducting pre-employment background checks, pre-employment physical examinations and drug screens, employment benefits, and income reporting. Your social security number will be used solely for these purposes.*)

8. Have you ever worked for the Town of Lake Park? Yes ☐ No ☑
If "yes", please provide position title(s), department(s), dates of employment, and reason for leaving:
N/A

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BY: .....

9. Have you ever applied for a position with the Town of Lake Park before? Yes ☐ No ☑
If "yes", please provide the position(s) for which you applied and the date of your application(s):

N/A

10. Do you have any relatives currently employed by the Town of Lake Park? Yes ☐ No ☑
If "yes", please print name, relationship to you and the Town department in which your relative works:

N/A

11. May we contact your present employer? Yes ☐ No ☑

12. Is there any reason that you would not be able to perform the responsibilities and tasks of the position for which you are applying? Yes ☐ No ☑

13. Can you work evenings? Yes ☑ No ☐

14. Can you work weekends? Yes ☑ No ☐

15. Are you legally able to work in the United States? Yes ☑ No ☐

16. Have you **EVER** been arrested, received a Notice to Appear, been charged, convicted, entered a plea of *nolo contendere* (no contest), entered a plea of guilty, been found guilty or had adjudication withheld in a criminal offense; or, are there any criminal charges now pending against you?

Yes ☐ No ☑

If "yes", please describe the charge and the outcome of the charges (please be sure to respond thoroughly and accurately to this question. Failure to answer accurately and fully or failure to disclose requested details on this application form will be counted as an omission of relevant facts and will be grounds for disqualification from consideration or revocation of job offer if recommended for hire):

N/A

17. Do you have a valid Florida (or out-of-state) driver's license? Yes ☐ No ☑ If your answer is "yes", please provide your driver's license number below and the issuing state:
Driver's License Number: _____ Issuing State: _____

18. Do you have a valid Florida Commercial Driver's License (CDL)?

Yes ☐ No ☑

If "yes", indicate class below:

Class A ☐ Class B ☐ Class C ☐ Class D ☐ Chauffeur's License ☐
Expiration Date: _____ Endorsements: _____

19. EDUCATION AND TRAINING HISTORY

Please provide your full name if different while attending school: _____

High School or GED	
Full Name: Gaithersburg High School	Date Graduated: Spring 1983
Address: 35 N Summit Ave	
City/State/Zip Code: Gaithersburg MD 20877	
College/University	
Full Name: Shippensburg University	Date Graduated: Summer 1987
Address: 1871 Old Main Drive	Major: Geo-Environmental Studies
City/State/Zip Code: Shippensburg PA 17257	Degree: BA
College/University Temple University	
Full Name:	Date Graduated: January 2010
Address: 580 Meeting House Road	Major: Community + Regional Planning
City/State/Zip Code: Ambler PA 19002	Degree: Master
Training/Vocational School	
Full Name:	Date Completed:
Address:	Licenses or Certifications:
City/State/Zip Code:	
NOTE: Please attach copies of degrees or certificates at the time of application.	

20. Please list all special skills, computer programs, office machines, equipment, tools, etc. that you are able to use:

Microsoft Office Suite, ESRI ArcMap, GPS, docStar

21. Please list any trade or professional organizations to which you currently belong:

American Planning Association (Inc. PA Chapter), AICP, ICMA
Pennsylvania State Association of Boroughs

22. EMPLOYMENT HISTORY

Commencing with your most recent employer, including self-employment, part-time employment, and military service (if applicable), please list in reverse chronological order your COMPLETE employment history. Please attach an addendum if needed to complete this section. (NOTE: If you are supplementing your application with a resume, all of the following requested information must be provided in your resume.)

Name of Employer: Manheim Borough	Starting Date: May 2013
Address: 15 E High Street	Ending Date: N/A
City/State: Manheim PA Zip Code: 17545	Final Salary: 79,567.00
Telephone Number (with area code): (717) 665-2461	
Your Immediate Supervisor: David Fenicle	
Your Position Title: Borough Manager	
Duties and Responsibilities: Day to day operation of the Borough. Preparation of budgets, manage of finances, overseeing of staff, management of projects, Working with federal, State, & local government agencies. Writing, securing & managing grants.	
Reason for Leaving: Currently Employed.	

Name of Employer: East Hempfield Township	Starting Date: March 2007
Address: 1700 Nissley Road	Ending Date: May 2013
City/State: Landisville PA Zip Code: 17538	Final Salary: 63,000
Telephone Number (with area code): (717) 898-3100	
Your Immediate Supervisor: Robert Krimmel	
Your Position Title: Director of Planning & Development	
Duties and Responsibilities: Management of Zoning Officer, Stormwater/planning Officer, and building Code inspectors, Department budget, provide staff support for the Planning Commission, Zoning Hearing Board (Board of Adjustments) and the Board of Supervisors. I also did site inspections & inspection of Storm water facilities for MS4 compliance, grant writing	
Reason for Leaving: To take the job as Borough Manager in Manheim Borough.	

22. EMPLOYMENT HISTORY (continued)

Name of Employer: Lancaster County Planning Comm	Starting Date: July 2003
Address: 150 N Queen Street Suite 320	Ending Date: March 2007
City/State: Lancaster PA Zip Code: 17603	Final Salary: ~~$~~ 45,000
Telephone Number (with area code): (717) 299-8333	
Your Immediate Supervisor: James Cowhey	
Your Position Title: Senior Community Planner	

Duties and Responsibilities: Administration of the County Subdivision & Land Development Ordinance, coordination & development of Municipal & regional Comprehensive Plans, grant applications, infrastructure planning.

Reason for Leaving:

To take the job as Director of Planning & Development at East Hempfield Township

Name of Employer: YWAM - Amsterdam	Starting Date: September 1994
Address: Isadijksplein 18	Ending Date: June 2003
City/State: Amsterdam NL Zip Code:	Final Salary: ~~$~~ 30,000
Telephone Number (with area code):	Lived on Support &
Your Immediate Supervisor: Armando Benner	Donations
Your Position Title: Staff Member, Leadership Team	

Duties and Responsibilities: Various positions including the head of finance Board of Directors, Director of Schools, and leader of the Short Term Evangelical Ministries

Reason for Leaving: To Move back to the U.S.A.

23. Please explain any gaps in your employment history: N/A

24. Have you ever been fired, removed or dismissed from any position at any time?

Yes ☐ No ☒

If "yes", identify the employer and your job position, and explain why and include the date of the job action: _____

25. APPLICANT'S STATEMENT AND AUTHORITY TO RELEASE INFORMATION

I hereby certify that all statements in this application, and accompanying resume if provided, are true and complete. I understand that any falsification, misrepresentation or omission of information by me shall serve as a basis for disqualification from consideration for employment or termination of my employment with the Town of Lake Park. I further understand that unless this application is completed in detail, it will not be considered.

I hereby give my consent to the Town of Lake Park to investigate and verify any information provided on this application form and successive documents completed for the purpose of employment consideration. All applicants shall be subject to a criminal background check. I consent to have background checks, pre-employment physical examinations, drug testing, reference checks and any other necessary investigations undertaken to determine my suitability for employment.

I hereby authorize any representative of the Town of Lake Park, bearing this release, or copy hereof, to obtain any information in your files pertaining to my educational background, attendance, employment history and disciplinary records. I hereby release any person who provides personnel file or applicant information pertaining to me from all claims of liability that might otherwise result from such information. I hereby release the Town of Lake Park or its employees from any and all liability for damages resulting from reference checks, background checks associated with this application.

I am further aware and understand that the Town of Lake Park requires its employees to adhere to numerous policies, rules, regulations and procedures, including but not limited to: (1) fingerprinting of its employees upon application and employment; (2) Equal Employment Opportunity Policy; (3) a Drug Free Workplace Policy; (4) drug screening requirements; and (5) a Tobacco Free Workplace Policy.

I voluntarily agree to abide by all Town policies if I am hired by the Town of Lake Park.

I further declare that if I am employed by the Town of Lake Park, and thus a recipient of public funds, that I affirm that I will support the Constitution of the United States and the State of Florida.

Applicant Full Name: Mark E Stivers
(please print)

Signature of Applicant

1/21/15
Date

Signature of Applicant's Parent or Legal Guardian
(if applicant is a minor)

Date

The Town of Lake Park is an Equal Opportunity Employer.

Mark E Stivers, AICP
1909 Shady Oak Drive
Mount Joy, PA 17522

January 7, 2015

Bambi McKibbon-Turner M.S., HRM
Human Resources Department
Lake Park Town Hall
535 Park Avenue
Lake Park, Florida 33403

RE: Employment - Town Manager

Thank you for considering me for the position of Town Manager.

I have been involved in local government since 1988 when I began my career with the Lancaster County Planning Commission as a Planning Technician. Over the years, I have learned the importance of quality leadership in creating a strong community. This inspired me to complete my senior thesis for my master's degree on the importance of leadership for creating a strong and sustainable community in 2009 (Temple University).

I had the privilege of living and working nine years in Amsterdam, Netherlands, a major international city. While there, I was able to apply my planning degree in my work for a non-profit multi-national organization in a multi-cultural city. Through this experience, I learned the value and impact of good planning, leadership, and working with many cultures in order to develop an incredible sense of place. I have been able to apply this knowledge and experience to my jobs since returning to the U.S.

I like working in a teams as both a team member and as well as in a leadership role. I have strong skills in communication, delegation, coordination, and in seeing a project through to completion. I am involved in several committees and groups here in Lancaster and throughout the State.

My fiancé and I are looking to relocate to Florida to be closer to family.

I would like the opportunity to talk with you and discuss this position and my qualifications. My email address is MStivers153@gmail.com and my phone number is 717.468.0415.

Sincerely,

Mark E. Stivers, AICP

RECEIVED
JAN 13 2015
BY: HR

MARK E. STIVERS, AICP

1909 Shady Oak Drive • Mount Joy, PA 17552 • 717-468-0415 • mstivers153@gmail.com

OBJECTIVES

- To serve in a career that will utilize my skills, training, and life experience to facilitate the growth of a community and to empower the residents and businesses to fulfill their goals and the visions for their community.
- To work in an environment that will enable and encourage me to administer the values, goals, and principles of the community with integrity.

EMPLOYMENT

BOROUGH MANAGER May 2013 – Present

Manheim Borough (Pop 4,800) *Lancaster, PA*

As Borough Manager, my responsibilities include the day-to-day operations of Manheim Borough. This includes the preparation of the annual budget and fiscal management, overseeing staff and departments, including public works, to ensure projects and goals are completed. I am responsible for the hiring, evaluating, and discharging of staff in accordance with written polices and applicable laws. I supervise the administration of borough personnel policies and benefit programs and maintain a working relationship with area leaders including the Chief of Police, and adjacent municipal officials. I prepare and propose short term and long term goals and objectives for consideration by Borough Council including police department contract negotiations, tax revenue evaluations, FEMA flood risk management, resolutions, and redevelopment plans. I represent the Borough in contacts with Federal, State, County, and local governments and prepare information and reports for use by Council in their decision making. I work with local media outlets and community organizations to keep the public informed and promote cooperation with Borough activities and plans–as well as meeting with local business owners and managers to determine their needs and goals.

DIRECTOR OF PLANNING & DEVELOPMENT March 2007 – May 2013

East Hempfield Township (Pop 24,000) *Lancaster, PA*

As Director of Planning and Development, my responsibilities included the management of department that consisted of planning, zoning, stormwater management, and building codes. My responsibilities included overseeing the department budget; supervising staff that consisted of zoning and development personnel, and building code inspection. I was responsible for staff evaluations and discipline, as well as providing staff support for the Board of Supervisors, Planning Commission, and Zoning Hearing Board; and assisting the public and developers in coordination of projects. I trained for storm water inspection to be certified to inspect stormwater facilities for compliance with MS4 criteria as well as initiated a mapping system for MS4 facility location and recording. I prepared reports, documents, and other information for use by the Supervisors in making decisions. I instituted and launched a document management system for the Township utilizing DocStar.

SENIOR COMMUNITY PLANNER 1992 – 1994 & July 2003 – March 2007

Lancaster County Planning Commission *Lancaster, PA*

As a senior community planner, I was responsible for the administration of the County subdivision and land development ordinance administration, coordination and development of multi-municipal comprehensive plans, grant applications, and infrastructure planning. I also provide individualized training for municipal officials including planning commission, zoning hearing board (board of adjustments), and governing body.

CHRISTIAN MISSIONARY September 1994 – June 2003

Youth With A Mission (YWAM) *Amsterdam, The Netherlands*

YWAM is an international, interdenominational Christian missionary organization. I served as faculty for the University of the Nations leading and teaching in missionary training schools and counseling schools

for young adults from many nations. During this tenure, I visited teams in different nations to provide support and help with team dynamics and worked with the homeless and needy in the city. I served as a member of the leadership team which led an international staff of over 50 supervised the accounting department, and prepared budgets. I organized programs and ministry opportunities for 10-day to eight-week outreaches for 20 to 200 people taught on schools that are associated the University of the Nations, worked with the city, area churches, and other organizations to serve and reach out to the homeless in the city, and traveled to and worked in 12 different countries. I also provided technical support including managing the computer network and running a commercial kitchen.

TRANSPORTATION/ENVIRONMENTAL PLANNER 1989 - 1992
Herbert, Rowland, & Grubic and the Lancaster County Planning Commission *Lancaster & Harrisburg, PA*
My responsibilities included transportation data collection and analysis, public presentations, writing reports, reviewing plans for ordinance compliance, analyzing intersections, environmental data collection and development of environmental impact statements. I worked developing the foundation for the County transportation model. I served as staff for the County MPO preparing reports for their information and action.

EDUCATION

Masters of Science – Community and Regional Planning 2005 – 2010
Temple University *Harrisburg & Ambler, PA*

Bachelor of Arts degree – Geo-Environmental Studies 1984 – 1987
Shippensburg University *Shippensburg, PA*

SKILLS and EXPERIENCE

I serve on the following State, regional and County committees: the Board of the Manheim Chamber of Commerce, the Board of the Manheim Area Economic Development Corporation, the Penn Township Industrial Development Authority, the Transportation Technical Advisory Committee the Bicycle/Pedestrian Advisory Committee; the Lancaster County TIP Update Subcommittee, the Lancaster County Long Range Transportation Plan Subcommittee. I have also served on the PSATS (Pennsylvania State Association of Township Supervisors) MS4 Subcommittee; and the Lancaster County Housing Affordability Task Force. I have also had the opportunity to present planning related information as a guest teacher at Millersville University and York College.

I have served on the Executive Board of the PA Chapter of the American Planning Association(APA/PA), serving as Treasurer for three years and served on the Annual Conference Committee on three occasions, chairing the program committee twice. I currently serve on the APA/PA Professional Development Committee and Legislative Committee as well as the APA/AICP Student Awards Committee. I am a member of the ICMA, American Planning Association, and the American Institute of Certified Planners. While on the Executive Committee, I represented the Association on such tasks as working with PennDOT to develop "Integrating Transportation & Land Use in Comprehensive Plans Handbook (Pub 688)", and "Improving the Land Use – Transportation Connection through Local Implementation Tools (Pub 662)."

I was certified as an Emergence Medical Technician for over 5 years and served my local community as a volunteer, working with a local ambulance association. I am an Eagle Scout with the Boy Scouts of America.

I am proficient in Microsoft Office including Word, Outlook, Excel, and PowerPoint. I have training and experience using ESRI GIS. I have set up document management systems using DocStar.

I enjoy cooking, music, reading, movies, hiking, camping, bicycling, woodworking, and time with friends and family

Terry K. Suggs

TOWN OF LAKE PARK

An Equal Opportunity Employer

EMPLOYMENT APPLICATION FORM

Please type or print clearly. Do not use pencil. Do not revise or reformat this application form in any way. A separate application form containing the applicant's original signature is required for each position. Applications will not be accepted by fax. Completed applications must be submitted **by the applicant directly to the Human Resources Department,** Lake Park Town Hall, 535 Park Avenue, Lake Park, Florida 33403. Applications must be complete at the time they are submitted. Please answer each question or insert "N/A" if the question is not applicable. Applications are accepted only for advertised positions.

In accordance with the provisions of the **Americans with Disabilities Act**, please notify the Human Resources Department at 561-881-3310 in advance if you require special accommodations to participate in the employment application process.

1. Position Applied For: TOWN MANAGER
   (*Please state the position applied for exactly as it has been advertised.*)

2. Is this position: ☑ Full-time ☐ Part-time ☐ Temporary ☐ Intermittent (Seasonal)
   (*Please check one of the above boxes.*)

3. How did you first learn about this position: WEBSITE ?

4. Applicant's Last Name: SUGGS

5. Full First Name: TERRY Middle Name: KEITH

6. Applicant's Home Address: 3312 VIRGINIA LANE
   (*Do not use a post office box.*)
   City: GREEN COVE SPRINGS State: FL Zip Code: 32043
   Home Telephone No. (*with area code*): N/A Cell Phone No. (*with area code*): 352.283.4605
   Email Address: TEKE00@MSN.COM

7. Social Security Number: [redacted]
   (*The Town of Lake Park requests your social security number for the purpose of conducting pre-employment background checks, pre-employment physical examinations and drug screens, employment benefits, and income reporting. Your social security number will be used solely for these purposes.*)

8. Have you ever worked for the Town of Lake Park? Yes ☐ No ☑
   If "yes", please provide position title(s), department(s), dates of employment, and reason for leaving:

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9. Have you ever applied for a position with the Town of Lake Park before? Yes ☐ No ☑
If "yes", please provide the position(s) for which you applied and the date of your application(s):

_____

_____

_____

10. Do you have any relatives currently employed by the Town of Lake Park? Yes ☐ No ☑
If "yes", please print name, relationship to you and the Town department in which your relative works:

_____

11. May we contact your present employer? Yes ☐ No ☑

12. Is there any reason that you would not be able to perform the responsibilities and tasks of the position for which you are applying? Yes ☐ No ☑

13. Can you work evenings? Yes ☑ No ☐

14. Can you work weekends? Yes ☑ No ☐

15. Are you legally able to work in the United States? Yes ☑ No ☐

16. Have you **EVER** been arrested, received a Notice to Appear, been charged, convicted, entered a plea of *nolo contendere* (no contest), entered a plea of guilty, been found guilty or had adjudication withheld in a criminal offense; or, are there any criminal charges now pending against you?

Yes ☐ No ☑

If "yes", please describe the charge and the outcome of the charges (please be sure to respond thoroughly and accurately to this question. Failure to answer accurately and fully or failure to disclose requested details on this application form will be counted as an omission of relevant facts and will be grounds for disqualification from consideration or revocation of job offer if recommended for hire):

_____

_____

_____

_____

17. Do you have a valid Florida (or out-of-state) driver's license? Yes ☑ No ☐ If your answer is "yes", please provide your driver's license number below and the issuing state:
Driver's License Number: [redacted] ıg State: _____

18. Do you have a valid Florida Commercial Driver's License (CDL)?

Yes ☐ No ☑

If "yes", indicate class below:

Class A ☐ Class B ☐ Class C ☐ Class D ☐ Chauffeur's License ☐

Expiration Date: _____ Endorsements: _____

19. EDUCATION AND TRAINING HISTORY

Please provide your full name if different while attending school: _____

High School or GED	
Full Name:	Date Graduated:
Address:	
City/State/Zip Code:	
College/University	
Full Name: BARRY UNIVERSITY	Date Graduated: 12. 2013
Address: 11300 NE 2ND AVE	Major: PUBLIC ADM
City/State/Zip Code: MIAMI SHORES, FL 33161	Degree: MASTERS
College/University	
Full Name: FLORIDA STATE UNIV.	Date Graduated:
Address: 600 W. COLLEGE AVE	Major: PUBLIC ADM
City/State/Zip Code: TALLAHASSEE, FL 32306	Degree: CERTIFIED PUBLIC MGR.
Training/Vocational School	
Full Name:	Date Completed:
Address:	Licenses or Certifications:
City/State/Zip Code:	
NOTE: Please attach copies of degrees or certificates at the time of application.	

20. Please list all special skills, computer programs, office machines, equipment, tools, etc. that you are able to use:

OFFICE, EXCEL, PUBLISHER, QUICKBOOKS, ETC.

21. Please list any trade or professional organizations to which you currently belong:

FLORIDA ASSOCIATION OF CODE ENFORCEMENT
FLORIDA CITY / COUNTY MANAGEMENT ASSOCIATION
INTERNATIONAL CITY / COUNTY MANAGEMENT ASSOCIATION

25. EMPLOYMENT HISTORY

Commencing with your most recent employer, including self-employment, part-time employment, and military service (if applicable), please list in reverse chronological order your COMPLETE employment history. Please attach an addendum if needed to complete this section. (NOTE: If you are supplementing your application with a resume, all of the following requested information must be provided in your resume.)

Name of Employer: City of Keystone Heights	Starting Date: 9. 2011
Address: PO Box 420	Ending Date: Current
City/State: Keystone Hts, FL Zip Code: 32656	Final Salary: 62,000
Telephone Number (with area code): 352 473. 4807	
Your Immediate Supervisor: City Council	
Your Position Title: City Manager	
Duties and Responsibilities: Chief Administrative Officer, Preparation of Annual Operating and Capital Improvement Budget; Human Resource Management, Planning and Zoning, Director of Community Redevelopment, Draft Policy and Procedure Manuals, Conduct City Elections and Municipal Airpark Board	
Reason for Leaving: Career Advancement - Looking To Expand Experience In A More Comprehensive Municipal Service Base.	
Name of Employer: Alachua County	Starting Date: 5-2005
Address: 12 SE 1st Street	Ending Date: 9. 2011
City/State: Gainesville, FL Zip Code: 32601	Final Salary: 43,000
Telephone Number (with area code): 352. 374. 5219	
Your Immediate Supervisor: Milton Towns	
Your Position Title: Operations Manager	
Duties and Responsibilities: Managed Countywide Solid Waste Drop-off Disposal Program, Preparation of Annual Budget, Set Fee Schedule, Managed Contracts And Provided Customer Service For 300,000 Customers.	
Reason for Leaving: Career Advancement - Appointed City Manager	

22. EMPLOYMENT HISTORY (continued)

Name of Employer: ALACHUA COUNTY	Starting Date: 8-1999
Address: 12 SE 1ST STREET	Ending Date: 5-2005
City/State: GAINESVILLE, FL Zip Code: 32601	Final Salary: 37,000
Telephone Number (with area code): 352-374-5219	
Your Immediate Supervisor: HILTON TOWNS	
Your Position Title: INSPECTOR	

Duties and Responsibilities:
DEVELOPED POLICY & PROCEDURES FOR ENFORCEMENT OF ENVIRONMENTAL / SOLID WASTE CODE, DEVELOPED EDUCATION MATERIALS AND PERFORMED INSPECTIONS COUNTYWIDE FOR COMPLIANCE.

Reason for Leaving:
INTERNAL PROMOTION

Name of Employer: ALACHUA COUNTY	Starting Date: 10-1997
Address: 12 SE 1ST STREET	Ending Date: 8-1999
City/State: GAINESVILLE, FL Zip Code: 32601	Final Salary: 30,000
Telephone Number (with area code): 352-374-5219	
Your Immediate Supervisor: RICK WOLF	
Your Position Title: ZONING INSPECTOR	

Duties and Responsibilities:
INTERPRETATION OF UNIFIED LAND DEVELOPMENT CODE, ASSIST RESIDENTS WITH ZONING REGULATIONS AND PERFORMED COUNTYWIDE INSPECTIONS.

Reason for Leaving:
INTERNAL TRANSFER. RECRUITED TO DEVELOP ENFORCEMENT PROGRAM

23. Please explain any gaps in your employment history:
N/A

24. Have you ever been fired, removed or dismissed from any position at any time?

Yes ☐ No ☑

If "yes", identify the employer and your job position, and explain why and include the date of the job action: _____

APPLICANT'S STATEMENT AND AUTHORITY TO RELEASE INFORMATION

I hereby certify that all statements in this application, and accompanying resume if provided, are true and complete. I understand that any falsification, misrepresentation or omission of information by me shall serve as a basis for disqualification from consideration for employment or termination of my employment with the Town of Lake Park. I further understand that unless this application is completed in detail, it will not be considered.

I hereby give my consent to the Town of Lake Park to investigate and verify any information provided on this application form and successive documents completed for the purpose of employment consideration. All applicants shall be subject to a criminal background check. I consent to have background checks, pre-employment physical examinations, drug testing, reference checks and any other necessary investigations undertaken to determine my suitability for employment.

I hereby authorize any representative of the Town of Lake Park, bearing this release, or copy hereof, to obtain any information in your files pertaining to my educational background, attendance, employment history and disciplinary records. I hereby release any person who provides personnel file or applicant information pertaining to me from all claims of liability that might otherwise result from such information. I hereby release the Town of Lake Park or its employees from any and all liability for damages resulting from reference checks, background checks associated with this application.

I am further aware and understand that the Town of Lake Park requires its employees to adhere to numerous policies, rules, regulations and procedures, including but not limited to: (1) fingerprinting of its employees upon application and employment; (2) Equal Employment Opportunity Policy; (3) a Drug Free Workplace Policy; (4) drug screening requirements; and (5) a Tobacco Free Workplace Policy.

I voluntarily agree to abide by all Town policies if I am hired by the Town of Lake Park.

I further declare that if I am employed by the Town of Lake Park, and thus a recipient of public funds, that I affirm that I will support the Constitution of the United States and the State of Florida.

Applicant Full Name: TERRY KEITH SUGGS
(please print)

T Suggs
Signature of Applicant

1-20-15
Date

Signature of Applicant's Parent or Legal Guardian (if applicant is a minor)

Date

The Town of Lake Park is an Equal Opportunity Employer.

January 12, 2015

Bambi McKibbon-Turner M.S., HRM
Director Human Resources Department
Lake Park Town Hall
535 Park Avenue
Lake Park, Florida 33403

Dear Ms. McKibbon-Turner:

I would like to request your consideration of my qualifications for the position of Town Manager. The published job announcement described a specific set of skills and abilities the Town Commission would like for the incoming manger to possess, and I believe I possess those preferred skills. I hold Master's Degree in Public Administration and a Certified Public Manager designation from Florida State University. My experience encompasses financial management, community redevelopment, human resource management, planning and zoning, public works, code enforcement, enterprise funds and capital projects. My public service career spans more than 18 years. Salary expectation for this position is $100,000 annually.

I grew up in a farming family of six children and understand the strong commitment to a work ethic required to be successful. My personal management style is one of a strong sense of duty and service to council and community, combined with a deep sense of loyalty to staff. This style of management combined with open and honest dialogue with elected officials, community leaders, civic organizations and city staff has proven successful. I also recognize the importance of community involvement, and am currently involved with Rotary International, Kiwanis, and several local outreach organizations, as well as serving on committees of professional organizations such as Florida City/County Management Association and Florida Association of Code Enforcement.

I believe my municipal experience, formal education and work ethic make me a viable candidate for the City Manager position for the Town of Lake Park. Thank you in advance for your consideration of my qualifications as a possible candidate.

In public service,

Terry K. Suggs, MPA, CPM, FCCMA, ICMA

TERRY K. SUGGS

3312 Virginia Lane, Green Cove Springs, Florida 32043
Phone: 352-283-4605 Email: teke00@msn.com

Experienced municipal manager with diverse municipal background spanning more than 18 years focused on financial stability and staff management, capital and infrastructure projects, planning and zoning and community redevelopment.

Areas of Expertise

Financial Management	Municipal Policy and Procedures	Strategic Planning
Community Development	Staff Performance Management	Motivated Leader
Strong Interpersonal Skills	Analytical Thinker	Enterprise Funds

Work History

City Manager — September 2011 - Present
City of Keystone Heights, FL

Preparation of the annual operating and capital improvement program budget, review and process budget amendments and ensure compliance with budgeted programs and long-term planning

Produce and analyze quarterly revenue and expenditure forecasts to identify current and future trends affecting financial condition

Responsible for all aspects of human resources management including recruitment, wage and salary administration, benefits, payroll, classifications, program development and establish performance objectives and performance measures

Update Policy and Procedure Manuals outlining established methods of performing work in accordance city policy

Oversee projects within the Community Redevelopment District

Conduct annual city council elections, serve as a chair of the canvassing board, and maintain statistics on election results, voting history and voter registration

Represent city council at Keystone Municipal Airpark Authority Board meetings

Successes:

Crafted City's first formal comprehensive strategic plan

Assisted in securing a $683,000 in Housing Rehabilitation and Recreation Grants

Implemented street preservation plan to extend the life of roadway network by an additional 20 years and save an estimated $11 million

Re-established code enforcement department and implemented policy and procedures

Negotiated cost sharing agreements with Board of County Commissioners and County School Board on capital projects

Concluded fiscal years 2012, 2013, and 2014 financial audits with no critical management comments

Operations Supervisor — May 2005 – September 2011
Alachua County Public Works, Gainesville, FL

Recruited for management of the countywide solid waste drop-off disposal program

Developed and administered multi-million program budget, forecasted and set taxpayer fee rate schedule

Managed public/private contracts

Established and implemented policies and procedures to promote additional revenue sources and eliminate cost

Alachua County Development Review Committee

Successes:

Turned the rural collection center program around from an initial budget deficit of $216,000 to a reserve fund balance of more than $1 million in 4 years

Implemented a metal recycling program and developed a non-resident user permit fee designed to allow neighboring counties to participate in program

Reduced taxpayer fee rates 36% following implementation of new programs

Appointed to County's Development Review Committee in 2008 as one of only three voting members countywide in recognition of body of work

Zoning Compliance Inspector — October 1997 – May 2005
Alachua County Growth Mgmt/Public Works, Gainesville, FL

Interpretation of Unified Land Development Code

Research and assist customers with zoning rules and regulations

Investigation of potential zoning infractions

Case preparation and presentation of testimony at code enforcement hearings and county court

Successes:

Assisted former State Senator Rod Smith with creation of glitch bill reducing civil citation filing fees from a proposed $250 filing fee to a $10 filing fee benefiting code enforcement offices statewide saving one county an estimated $500,000 annually

Effectively co-managed debris clean-up following hurricanes in 2004 resulting in maximizing federal reimbursement dollars from FEMA

Received Police Service Award for work in blighted neighborhoods

Ad Valorem Tax Appraiser — September 1991 – March 1994
Jacksonville, FL

Performed ad valorem appraisals on residential properties and vacant land

Assisted in the development of the certified tax roll

Defended assessed value during Valuation Adjustment Board Hearings

Successes

Awarded Certified Florida Evaluator Designation by Florida Department of Revenue

Education

Master of Public Administration, Barry University: 2013
Certified Public Manager, Florida State University: 2010

Professional Organizations

Florida City/County Management Association – Education Committee
Florida Association of Code Enforcement – Past President
Florida League of Cities
International City/County Management Association

Community Organizations

Keystone Heights Kiwanis Club
Keystone Heights Rotary Club
Non-Profit Scholarship Endowment Organization Past President

References

Donnie Bowles
Michael Baker Corporation
Engineer
904-380-2508

Robert Hamilton, J.D.
Florida Association of Code Enforcement
Board Attorney
407-857-7067

Shawn O'Rourke, CEP
City of Oviedo
Code Compliance Manager
407-971-5786

Susan Fraser
SLF Consulting
Planner
904-591-8942

Rich Komando
Kopelousos, Bradley & Garrison
City Attorney
904-269-1111

Richard Wolf
Alachua County
Asst. Director Growth Management
352-374-5247

Letters Available Upon Request

William R. Whitson

TOWN OF LAKE PARK

An Equal Opportunity Employer

EMPLOYMENT APPLICATION FORM

Please type or print clearly. Do not use pencil. Do not revise or reformat this application form in any way.
A separate application form containing the applicant's original signature is required for each position. Applications will not be accepted by fax. Completed applications must be submitted **by the applicant directly to the Human Resources Department**, Lake Park Town Hall, 535 Park Avenue, Lake Park, Florida 33403. Applications must be complete at the time they are submitted. Please answer each question or insert "N/A" if the question is not applicable. Applications are accepted only for advertised positions.

In accordance with the provisions of the **Americans with Disabilities Act**, please notify the Human Resources Department at 561-881-3310 in advance if you require special accommodations to participate in the employment application process.

1. Position Applied For: TOWN MANAGER
(*Please state the position applied for exactly as it has been advertised.*)

2. Is this position: ☑ Full-time ☐ Part-time ☐ Temporary ☐ Intermittent (Seasonal)
(*Please check one of the above boxes.*)

3. How did you first learn about this position: ADVERTISEMENT ?

4. Applicant's Last Name: Whitson

5. Full First Name: William Middle Name: R

6. Applicant's Home Address: 529 Northshore Circle
(*Do not use a post office box.*)

City: LYNN HAVEN State: FL Zip Code: 32444

Home Telephone No. (*with area code*): _____ Cell Phone No. (*with area code*): 386-846-0657

Email Address: WWhitson0@aol.com

7. Social Security Number: [redacted]
(*The Town of Lake Park requests your social security number for the purpose of conducting pre-employment background checks, pre-employment physical examinations and drug screens, employment benefits, and income reporting. Your social security number will be used solely for these purposes.*)

8. Have you ever worked for the Town of Lake Park? Yes ☐ No ☑
If "yes", please provide position title(s), department(s), dates of employment, and reason for leaving:

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JAN 23 2015
BY: .....

9. Have you ever applied for a position with the Town of Lake Park before? Yes ☐ No ☑
If "yes", please provide the position(s) for which you applied and the date of your application(s):

10. Do you have any relatives currently employed by the Town of Lake Park? Yes ☐ No ☑
If "yes", please print name, relationship to you and the Town department in which your relative works:

11. May we contact your present employer? Yes ☑ No ☐

12. Is there any reason that you would not be able to perform the responsibilities and tasks of the position for which you are applying? Yes ☐ No ☑

13. Can you work evenings? Yes ☑ No ☐

14. Can you work weekends? Yes ☑ No ☐

15. Are you legally able to work in the United States? Yes ☑ No ☐

16. Have you **EVER** been arrested, received a Notice to Appear, been charged, convicted, entered a plea of *nolo contendere* (no contest), entered a plea of guilty, been found guilty or had adjudication withheld in a criminal offense; or, are there any criminal charges now pending against you?

Yes ☐ No ☑

If "yes", please describe the charge and the outcome of the charges (please be sure to respond thoroughly and accurately to this question. Failure to answer accurately and fully or failure to disclose requested details on this application form will be counted as an omission of relevant facts and will be grounds for disqualification from consideration or revocation of job offer if recommended for hire):

17. Do you have a valid Florida (or out-of-state) driver's license? Yes ☑ No ☐ If your answer is "yes", please provide your driver's license number below and the issuing state:
Driver's License Number: [redacted] Issuing State: FL

18. Do you have a valid Florida Commercial Driver's License (CDL)?

Yes ☐ No ☑

If "yes", indicate class below:

Class A ☐ Class B ☐ Class C ☐ Class D ☐ Chauffeur's License ☐
Expiration Date: _____ Endorsements: _____

[redacted]

Please provide your full name if different while attending school: William R. Whitson

High School or GED	
Full Name: Milton High School	Date Graduated:
Address: 5445 Stewart St.	May 1976
City/State/Zip Code: Milton, FL. 32570	
College/University	
Full Name: Univ. of West FL	Date Graduated: March 1981
Address: 11000 Univ. Prky.	Major: Pol Science
City/State/Zip Code: Pensacola, FL. 32514	Degree: BS
College/University	
Full Name: Univ. of West FL	Date Graduated: December 1982
Address: 11000 Univ. Prky.	Major: Public Admin.
City/State/Zip Code: Pensacola, FL. 32514	Degree: MPA
Training/Vocational School	
Full Name:	Date Completed:
Address:	Licenses or Certifications:
City/State/Zip Code:	
NOTE: Please attach copies of degrees or certificates at the time of application.	

20. Please list all special skills, computer programs, office machines, equipment, tools, etc. that you are able to use:

PC, iphone, copier, scanner

21. Please list any trade or professional organizations to which you currently belong:

ICMA, FCCMA. I am also an ICMA Credentialed Local govt. manager.

[redacted]

Commencing with your most recent employer, including self-employment, part-time employment, and military service (if applicable), please list in reverse chronological order your COMPLETE employment history. Please attach an addendum if needed to complete this section. (NOTE: If you are supplementing your application with a resume, all of the following requested information must be provided in your resume.)

Name of Employer: Local Govt. Vissions, LLC	Starting Date: Sept. 2014
Address: 529 Northshore Circle	Ending Date: —
City/State: Lynn Haven, FL Zip Code: 32444	Final Salary:
Telephone Number (with area code): 386-846-0687	
Your Immediate Supervisor: Self Employed	
Your Position Title: Managing Director - Owner	
Duties and Responsibilities: Created Self owned Consulting Business to support Local government operations and needs. I currently have 1 short term contract with the FLC. I will be conducting special training Summits around the State of FL on the impacts of Congressional changes to the NFIP. See FLC website for more information	
Reason for Leaving:	

Name of Employer: City of Panama City	Starting Date: Jan, 2011
Address: #9 Harrison Ave.	Ending Date: Aug, 2014
City/State: Panama City, FL. Zip Code: 32401	Final Salary: 89,500
Telephone Number (with area code): 850-872-3014	
Your Immediate Supervisor: Mr. Ken Hammons, Former CM	
Your Position Title: CRA Director	
Duties and Responsibilities: SEE Attached Resume and/or LinkedIn Profile	
Reason for Leaving: New management - position Eliminated	

Name of Employer: City of EAST Ridge	Starting Date: Feb. 2009
Address: 1517 Tombras Ave.	Ending Date: Aug. 2010
City/State: EAST Ridge, TN Zip Code: 37412	Final Salary: 112 K
Telephone Number (with area code): 423-867-7711	
Your Immediate Supervisor: Mayor and Council	
Your Position Title: City MANAGER	

Duties and Responsibilities:
See Attached Resume and/or LinKedin Profile

Reason for Leaving:
Resigned - Election pending for new MAYOR/Council. Details can be explained.

Name of Employer: City of PANAMA City	Starting Date: April 2008
Address: #9 HARRISON Ave.	Ending Date: Feb. 2009
City/State: PANAMA City, FL. Zip Code: 32401	Final Salary: 81K
Telephone Number (with area code): 850-872-3014	
Your Immediate Supervisor: Mr KEN HAMMONS, Former CM	
Your Position Title: Interim Budget Director	

Duties and Responsibilities:
See Attached Resume and/or LinKedin Profile

Reason for Leaving:
Accepted CM position with EAST Ridge

23. Please explain any gaps in your employment history:
ANY GAPS IN EMPLOYMENT history HAVE OCCURRED due to transitions that are UNFORTUNATELY part of the local GOVERNMENT MANAGEMENT PROFESSION. EACH CAN be explained

24. Have you ever been fired, removed or dismissed from any position at any time?

Yes ☐ No ☑

If "yes", identify the employer and your job position, and explain why and include the date of the job action: However, I have been Forced to resign due to political changes

[redacted]

I hereby certify that all statements in this application, and accompanying resume if provided, are true and complete. I understand that any falsification, misrepresentation or omission of information by me shall serve as a basis for disqualification from consideration for employment or termination of my employment with the Town of Lake Park. I further understand that unless this application is completed in detail, it will not be considered.

I hereby give my consent to the Town of Lake Park to investigate and verify any information provided on this application form and successive documents completed for the purpose of employment consideration. All applicants shall be subject to a criminal background check. I consent to have background checks, pre-employment physical examinations, drug testing, reference checks and any other necessary investigations undertaken to determine my suitability for employment.

I hereby authorize any representative of the Town of Lake Park, bearing this release, or copy hereof, to obtain any information in your files pertaining to my educational background, attendance, employment history and disciplinary records. I hereby release any person who provides personnel file or applicant information pertaining to me from all claims of liability that might otherwise result from such information. I hereby release the Town of Lake Park or its employees from any and all liability for damages resulting from reference checks, background checks associated with this application.

I am further aware and understand that the Town of Lake Park requires its employees to adhere to numerous policies, rules, regulations and procedures, including but not limited to: (1) fingerprinting of its employees upon application and employment; (2) Equal Employment Opportunity Policy; (3) a Drug Free Workplace Policy; (4) drug screening requirements; and (5) a Tobacco Free Workplace Policy.

I voluntarily agree to abide by all Town policies if I am hired by the Town of Lake Park.

I further declare that if I am employed by the Town of Lake Park, and thus a recipient of public funds, that I affirm that I will support the Constitution of the United States and the State of Florida.

Applicant Full Name: William R. Whitson
(please print)

William R. Whitson
Signature of Applicant

1/22/2015
Date

Signature of Applicant's Parent or Legal Guardian
(if applicant is a minor)

Date

The Town of Lake Park is an Equal Opportunity Employer.

January 7, 2014

Human Resources Dept.
Lake Park Town Hall
535 Park Avenue
Lake Park, Florida 33403

To Whom it May Concern:

Attached to this cover letter you will find a copy of my professional resume and Town of Lake Park HR Form as application for the position of Town Manager of Lake Park, Florida.

I believe you will find my experience and background to be well suited for the position that was advertised. I am an ICMA Credentialed local government Manager with over 20 years of experience in local government operations. I have been a City Manager, Assistant City Manager and a Department Head in my career. I also have experience in working with Community Redevelopment Agency's (CRA's) in two different Florida communities. Thus, I understand and fully appreciate the position requirements you are seeking. I have a great deal of experience and strengths in the areas of:

- economic development (especially redevelopment)
- general management/budget/finance and administration
- intergovernmental relations/legislative affairs
- strategic planning and community partnerships
- technology application
- emergency management
- community development/planning/code enforcement
- human resources and related matters
- environmental protection
- communications and public speaking

I am known as a "can do" person with good vision and a reputation for innovation. I am a strong leader and problem solver who can work with a wide variety of elected officials, citizens and organizations on complex issues to achieve positive results. Your advertisement mentioned a person who could collaborate with other organizations and work to establish and maintain open communications with the community. This describes the approach and experience I have had to develop and practice at several points in my career. I truly believe in the power of partnerships and I have worked on several creative partnerships in my career.

I am very familiar with the daily requirements of running a local government in Florida including government in the sunshine, strong internal controls and the need for good fiscal management. My communication and coordination skills have been highly developed after many years of work for both federal agencies and local governments of various size and complexity. I have extensive experience in working with CRA's and have strong skills and experience in the field of economic development. I would be interested in discussing the goals and direction of Lake Park further to see what goals we may share in common. I love Florida and consider myself a native of this beautiful area of the country. It would be my honor to be considered for the position of Town Manager in Lake Park.

RECEIVED
JAN - 9 2015
BY: ...NR.....

In closing, I am also well-known across the State among the Manager's Association because I have served as the President of FCCMA. Many in the profession can attest to my skills and abilities to work with elected officials and citizens given my many years of experience throughout the State. In my most recent employment search, I am not merely looking for the next assignment in my local government career; rather, I am looking for an organization where I can demonstrate professionalism and make a strong contribution to the community and my new home town for many years to come.

I hope you find all the information you need regarding my background and experience. I look forward to hearing from you at your earliest convenience. Should you wish to call me please feel free to call my personal cell phone at 386-846-0687.

Sincerely,

William R. Whitson

William R. Whitson, ICMA-CM
529 Northshore Circle
Lynn Haven, Fl. 32444
E-Mail: wwwhitson@aol.com

Cell Phone: 386-846-0687

EXPERIENCE SUMMARY

International City Management Association (ICMA) Credentialed Manager with twenty (20) years' experience in local government management and administration. Thirty (30) years of combined professional management and administration at both the local and federal government levels with experience in economic development, utility management, emergency management, program development, project management, budget & finance, human resources, public relations, grants, environmental protection and intergovernmental relations.

CAREER HIGHLIGHTS SUMMARY

- Recruitment of three multi-million dollar economic development projects for the City of Port Orange – Environics, Palmer Chiropractic University and PYA Monarch; creating hundreds of new jobs and over $30 million dollars in new tax base. Led efforts to complete a new $13 million food distribution facility at new industrial park in Cairo, Georgia in a one year time frame.

- Coordinated the development of the Riverwalk Memorandum of Understanding (MOU) outlining a major downtown waterfront redevelopment effort valued at $350+ Million dollars in Port Orange, Fl.

- Worked with Council Members to lower ad valorem property tax rate in Cairo, Georgia from 7.90 mills to 7.52 mills. Worked to Reduce tax rate in East Ridge by 1.2 cents per hundred.

- Served as lead staff on the new City Marina redevelopment projects for Downtown Panama City launched in 2012/13. Worked to develop innovative grant incentive programs that have attracted hundreds and thousands of dollars in new investment and supported various redevelopment activities in the City.

- Led efforts to successfully work between FDOT, City officials and citizens to re-design S.R. 5/Nova Road in Port Orange. Also, coordinated $1.2 M effort to redesign Jenks Ave. as a professional corridor in Panama City, Fl.

- Led efforts to develop the Florida Coalition EMAC response to Hurricane Katrina in south Mississippi delivering nearly $1 million dollars of recovery aide in 13+ missions.

- Appointed by ICMA in 2007 to serve on the National Emergency Management Network Board of Directors (NEMN). NEMN pioneered new emergency management software development for State/Local government use.

- Significant emergency management experience – Incident Command staff in Hurricanes Erin, Opal, Charley, Frances & Jean. Also served in incident command leadership for East Ridge, Tn. Flood-2009/2010

- Provided significant leadership in planning and constructing a new 15,000 sq. ft. multi-purpose City Hall building in Milton, Florida hardened for emergencies with State/FEMA grant and also helped secure award of $2.2M in BP funding for various marina improvements in Panama City.

- Created a new prison inmate work program to address City Street & drainage maintenance backlogs in Milton Florida and East Ridge, TN.

- Negotiated contracts in Milton, Fl. for new City customers in excess of $3.1 million dollars in local utilities.

- Planned and organized the establishment of a new field office for the U.S. Environmental Protection Agency (EPA) to protect the environmental quality of the Gulf of Mexico.

PROFESSIONAL EXPERIENCE

Director, Panama City, Florida (pop 38,000) 2011- 2014

Served as Director of the Panama City Community Redevelopment Agency (CRA) with four separate CRA Districts established under FS Ch 163. Total budget of approx. $4 Million and seven full-time staff. In addition, CRA is responsible to contract and manage expanded community Policing Services (6 FT Police Officers) as well as maintenance of various CRA properties and assets. Successfully negotiated contract service agreements; developed marketing and long-range planning efforts, organized community input for design and creation of new public spaces including streets, parks, downtown marina/streetscape and various urban development projects. Awarded and administered redevelopment grants. Grant program attracted numerous new jobs and hundreds of thousands of dollars in new investment. Led design development efforts for the Downtown Marina Project valued at over $13 Million. Responsible for planning and administration of various grant and construction projects such as the MLK Blvd. beautification and Jenks Ave improvement valued at over $1.2 Million. Implemented aggressive new efforts to increase and automate Code Enforcement targeted at properties that lowered property values. Worked as a key part of the City team to successfully secure the expansion of i Sirona/Nant Health in Panama City a medical software company with over 400+ jobs. Negotiated agreements to leverage over $18Million in new parking improvements at Bay Medical Center.

City Manager, City of East Ridge, Tennessee (pop 20,000) 2009- 2010

Served as City Manager for full service City. Budget of approx. $14 Million and 140 employees. Services include police, fire, solid waste, streets, parks, library, building and code enforcement, traffic control, animal control and municipal court. Worked to secure $2 Million in new federal grant funding during employment. Responded to reduce tax burden, re-organized the City staff saving significant resources and improve service delivery. Secured significant savings in employee health care costs. Successfully lead efforts to respond to major flood events in September, 2010. Worked closely with developers and elected officials to lay economic development foundation and plans that helped secure future Bass Pro- shop site selection for the City.

Budget Director/Special Assistant, City of Panama City, Florida (Pop 38,000) 2008-2009

Served as Director of Budget working directly for the City Manager. Budget of approx. $60 Million and 550 employees. Services included police, fire, solid waste, water & sewer, marina, streets, parks, building and code enforcement. Successfully oversaw budget process and additional special projects for the City Manager to include bio-diesel initiative, and various issues associated with organizational efficiency and community redevelopment.

City Manager, City of Cairo, Georgia (pop. 9,500) 2006- 2008

Served as City Manager under newly revised Council/Manager form charter; a full service City with a budget of approx. $34.3 million and 170 employees. Services included cable TV/internet, electric, water, sewer, gas, landfill, garbage collection, roads/streets, parks, municipal court, small municipal airport, cemeteries, joint development industrial park, police, fire and building dept./code enforcement. Responsible for daily management of all Depts. and operations including NIMS training and preparation for City staff. Worked closely with the South Georgia Governmental Services Authority (SGGSA), Municipal Electric Association of Georgia (MEAG) and the Georgia Municipal Association (GMA) on various projects, intergovernmental issues and legislative matters.

Assistant City Manager, City of Port Orange, Fl. (pop. 55,000) 1998- 2006

Served as the Assistant City Manager providing major leadership and policy input to support the operation and management of the City of Port Orange. The City is a full service City with over 450 employees and a budget of over $85+ million dollars with a reputation for creativity, innovation and leadership in local government throughout Florida. Major responsibilities included management of the technology department, economic development programs, inter-governmental relations on a wide variety of topics, emergency management, grant programs including CDBG & SHIP funding as well as a Neighborhood Investment (NIP) Grant Program, franchise agreements, citizen service delivery and citizens complaint tracking system and a wide variety of special programs and projects under the supervision of the City Manager. Established innovative outreach programs such as team development of the City of Port Orange web site, a 3CMA SAVY Award winner- 2003. Served as part of (NIMS) Incident Command structure for several natural disasters including wildfires of 1998, Hurricanes Charley, Francis and Jean. Responsible for organizing and leading a coalition of Florida local governments responding to long-term recovery efforts in south Mississippi after Hurricane Katrina. Responsible for the City's Legislative Programs. Served as the lead staff for City CRA's, environmental issues & programs. Served as Property Manager & Project Officer for well over $10 million dollars in capital improvement projects and other special initiatives. Led efforts to create POG-TV, the first local government channel in Voulsia County. Served as acting City Manager in absence of the City Manager when designated.

Management Assistant, Office of the City Manager, City of Pensacola Fl. (pop. 60,000) 1997

Served as a member of City Manager's senior staff. Worked on a variety of complex policy issues including development of special assessment districts, Local option sales tax, City facility lease agreements, downtown re-development RFP's, various technology issues and cell tower siting policies.

City Manager, City of Milton, Fl. (pop. 8,500) 1993-1997

City services included police, fire, water services for approx. 15,000 customers, operation of an award winning 2.5 million gallon wastewater treatment plant, natural gas franchise serving over 10-15,000 customers, solid waste collection, public works operations and a downtown re-development advisory board. Exercised management oversight for all City operations including supervision of 110 employees and a budget of $10 million dollars. During my tenure, the City successfully completed over $4 million dollars in capital improvements. Provided management direction for $1.8 million in grants/aide awarded to the City. Developed several new funding mechanisms for including sewer impact fees. Improved technology systems as well as customer service levels. Successfully worked with City Council to increase budget revenue growth by 35% with no increase in property taxes. Developed new utility service systems for various customers. Organized staff to effectively respond to Tropical Storm Alberto, and Hurricanes Erin & Opal in 1995.

United States Environmental Protection Agency 1983 - 1993

Assistant Director for Operations, Gulf of Mexico Program, Stennis Space Center, Mississippi (five years)

Exercised delegated management authority for twenty-five Federal, State and contractor support personnel. Served as Acting Director in absence of the Program Director. Responsibilities included Program Budget Officer, office management and administration, program planning and strategic assessment.

Communication Strategist, U.S. EPA -Washington, D.C. (Three years)

Presidential Management Intern, U.S. Dept. of the Army & U.S. EPA HQ's (two years) Contract operations, Personnel, Regional Operations & Comptroller's Office assignments.

Assistant to the Director of Community & Economic Development, City of Milton, Florida 1982-83

EDUCATION & TRAINING

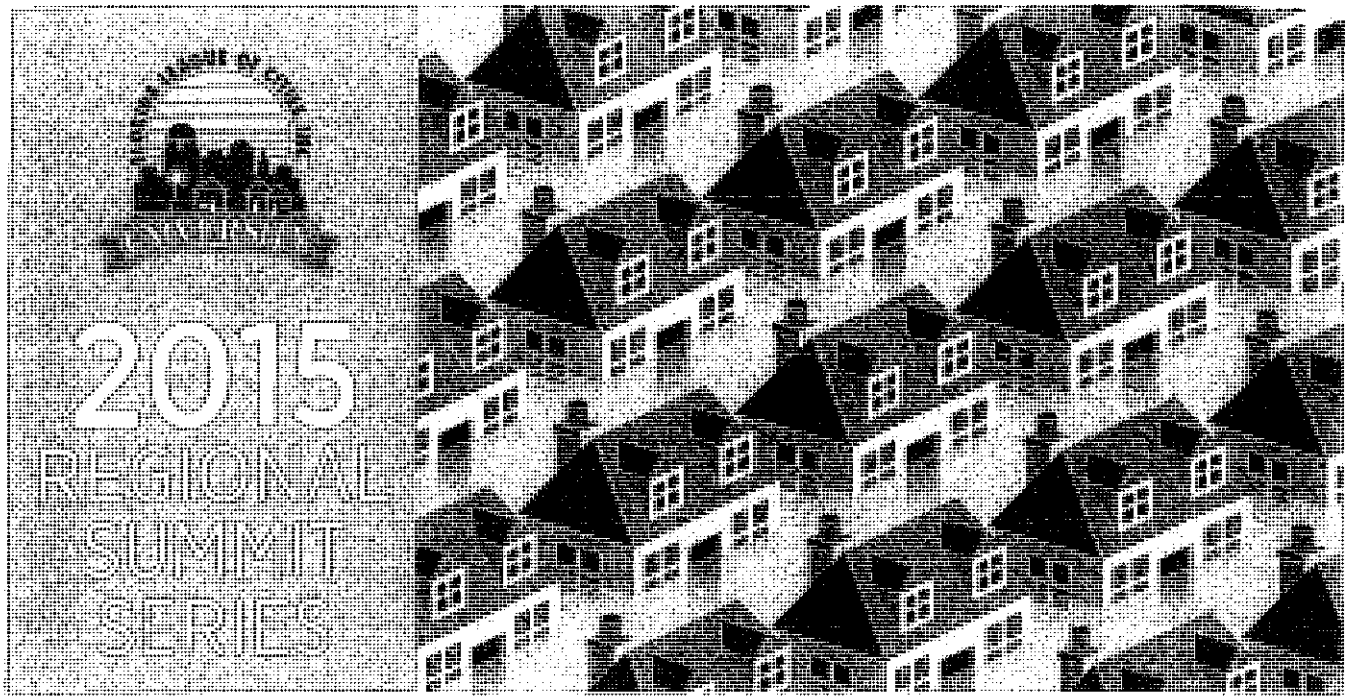
Masters Degree, Public Administration (MPA), University of West Florida
Bachelor of Arts, Political Science (BA); University of West Florida

ICMA Credentialed Manager 2002- present. Recognized for excellence in the credentialing process by ICMA Credentialing Board in 2013. Top 1% of all management reports submitted in the U.S.

FEMA ISO courses completed 100, 200, 300, 400, 700 & 800

COMMUNITY INVOLVEMENT, AWARDS & PROFESSIONAL ASSOCIATIONS

- Member, International City/County Management Association (ICMA), Georgia City/County Manager's Association, Florida City/County Management Association (FCCMA) & Tennessee Manager's Association 1993 – present
- Awarded Florida League of Cities- State of Florida Municipal Employee of the Year Award in 2006
- President, Florida City/County Management Association (FCCMA) in 2005-2006. During Presidency initiated efforts to create a new Center of Excellence in Florida Local Government at Florida State University and conducted Tour De Florida bicycle charity ride across the State of Florida and establishment of Standing Long-Term Disaster Recovery Strike Teams
- FCCMA Board of Directors, 2001 – 2006 (Past President of FCCMA)
- Member of Various Florida League of Cities Policy Committees 1995 – 2006. Selected by the Georgia Municipal Association (GMA) to serve on the City Manager's Advisory Committee 2007-08.
- Member, Port Orange Rotary 1999 – 2002.
- Member Cairo, Georgia Rotary- 2008
- Officer & President of Operation Cinderella- Panama City Garden Club 2012- 2014
- Florida Governor's Task Force on Water Supply & Funding 1996 – 1997
- President & Member, Milton Kiwanis 1996 – 1997; East Ridge, Tn. Kiwanis Member 2009- 2010
- Awarded U.S. EPA Bronze medal for commendable service- 1988



Flood Insurance:

What Every Municipal Official Needs to Know About the National Flood Insurance Program and the Community Rating System

GENERAL DESCRIPTION

Will rising flood insurance rates in 2015 swamp the property values in your area or inhibit economic development potential? Learn how changes to the National Flood Insurance Program (NFIP) and new rate increases scheduled for April 2015 could impact your citizens and business community. The NFIP has a Community Rating System (CRS) similar to Insurance Service Office (ISO) ratings for fire insurance. Local governments in Florida can use the CRS to improve ratings by implementing some basic tools. **These initiatives can be put in place no matter where you are in the state.** Be proactive and learn what steps local elected officials can take to be prepared and to encourage business investment in your community.

Speaker: *William R. Whitson,* Managing Director, Local Government Visions, LLC; and *Danny Hinson* CFM, FPEM, Florida Community Rating System Initiative, Mitigation/NFIP, Florida Division of Emergency Management

Participants will have an opportunity to network among themselves for best practices and innovations.

DATES AND LOCATIONS

February 3 (Registration deadline - 1/23/15)
Location: City of Belleair Bluffs, City Hall, 2747 Sunset Blvd., Belleair Bluffs, FL 33770

February 11 (Registration deadline - 2/3/15)
Location: Atrium Executive Center, 8695 College Parkway, Suite 1181, Fort Myers, FL 33919

February 12 (Registration deadline - 2/3/15)
Location: Winter Park Community Center, 721 New England Avenue, Winter Park, FL 32789

February 17 (Registration deadline - 2/9/15)
Location: Steven Foster State Park, City of White Springs, 11016 Lillian Saunders Drive, White Springs, FL 32096

February 18 (Registration deadline - 2/9/15)
Location: Chautaqua Hall, 95 Circle Drive, DeFuniak Springs, FL 32435

February 26 (Registration deadline - 2/9/15)
Location: City of Wilton Manors, Hagen Park Community Center, 2020 Wilton Drive, Wilton Manors, FL 33305

PROGRAM AGENDA

8:30 a.m.	Sign in and continental breakfast
9:00 a.m.	Welcome and Introductions
9:30 a. m.	Overview of the National Flood Insurance Program in Florida
10:30 a.m.	Break
10:45 a.m.	Community Rating System Best Management Practices
12:00 p.m.	Lunch
12:45 p.m.	How You Can Achieve Insurance Discounts Using the Community Rating System
3:00 p.m.	Wrap Up & Adjourn

Who:	Municipal and County Elected Officials and Staff, Managers, Clerks
What:	One-day FLC University Summit: **Flood Insurance - What Every Municipal Official in Florida Needs to Know About the National Flood Insurance Program and the Community Rating System**
When:	Choose from six different dates
Where:	Choose from six different locations
Cost:	Free to FLC member city officials and staff. However, please register in advance to guarantee a seat and a lunch. We cannot guarantee reservations after the cutoff date.

The FLC appreciates the local and regional leagues in each region for their support of these summits and our sponsors.

FLORIDA LEAGUE OF CITIES, INC.

FLORIDA INSTITUTE OF GOVERNMENT

TO REGISTER

What Every Municipal Official In Florida Needs to Know About the National Flood Insurance Program and Community Rating System

Each workshop is limited to the first 100 registrants. Participation is limited on a space-available basis, and to city-affiliated interests.

Select your summit location/date:

☐ **February 3 – Belleair Bluffs**
Register online at *https://members.flcities.com/FLC/Events/Event_Display.aspx?EventKey=FLCU020315*

☐ **February 11 – Ft. Myers**
Register online at *https://members.flcities.com/FLC/Events/Event_Display.aspx?EventKey=FLCU021115*

☐ **February 12 – Winter Park**
Register online at *https://members.flcities.com/FLC/Events/Event_Display.aspx?EventKey=FLCU-21215*

☐ **February 17 – White Springs**
Register online at *https://members.flcities.com/FLC/Events/Event_Display.aspx?EventKey=FLCU021715*

☐ **February 18 – DeFuniak Springs**
Register online at *https://members.flcities.com/FLC/Events/Event_Display.aspx?EventKey=FLCU021815*

☐ **February 26 – Wilton Manors**
Register online at *https://members.flcities.com/FLC/Events/Event_Display.aspx?EventKey=FLCU022615*

Registration is also available online in the Events Calendar at *www.floridaleagueofcities.com*, or complete and email the following form to Jan Piland at *jpiland@flcities.com* or fax to (850) 222-3806.

*REGISTRATION FORM

Name:_____
First M.I. Last

First Name or Nickname: _____
(As you wish it to appear on your badge)

Title:_____

City Affiliation: _____

Mailing Address: _____

City: _____ State:_____ Zip:_____

Phone: _____

Email (required):_____

***Please note there is no charge for members of the Florida League of Cities to attend. Any cancellations must be received no less than seven days before the scheduled workshop. You may substitute another individual in your place by notifying us prior to the date of the workshop.**

Attendees will receive a post-event letter as confirmation of attendance to be used for any continuing education purposes. The letter will be mailed within three weeks of the event.

Terence M. Yarnall

TOWN OF LAKE PARK

An Equal Opportunity Employer

EMPLOYMENT APPLICATION FORM

Please type or print clearly. Do not use pencil. Do not revise or reformat this application form in any way. A separate application form containing the applicant's original signature is required for each position. Applications will not be accepted by fax. Completed applications must be submitted **by the applicant directly to the Human Resources Department,** Lake Park Town Hall, 535 Park Avenue, Lake Park, Florida 33403. Applications must be complete at the time they are submitted. Please answer each question or insert "N/A" if the question is not applicable. Applications are accepted only for advertised positions.

In accordance with the provisions of the **Americans with Disabilities Act**, please notify the Human Resources Department at 561-881-3310 in advance if you require special accommodations to participate in the employment application process.

1. Position Applied For: Town Manager
(*Please state the position applied for exactly as it has been advertised.*)

2. Is this position: ☒ Full-time ☐ Part-time ☐ Temporary ☐ Intermittent (Seasonal)
(*Please check one of the above boxes.*)

3. How did you first learn about this position: ICMA.org Website ?

4. Applicant's Last Name: Yarnall

5. Full First Name: Terence Middle Name: Michael

6. Applicant's Home Address: NY: 820 Warren Dr FL: 10731 Mirasol Dr #304
(*Do not use a post office box.*)

City: East Aurora Ft. Myers State: NY FL Zip Code: 14052 33913

Home Telephone No. (*with area code*): _____ Cell Phone No. (*with area code*): 716-913-1301

Email Address: terenceyarnall@verizon.net

7. Social Security Number: [redacted]
(*The Town of Lake Park requests your social security number for the purpose of conducting pre-employment background checks, pre-employment physical examinations and drug screens, employment benefits, and income reporting. Your social security number will be used solely for these purposes.*)

8. Have you ever worked for the Town of Lake Park? Yes ☐ No ☒
If "yes", please provide position title(s), department(s), dates of employment, and reason for leaving:

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9. Have you ever applied for a position with the Town of Lake Park before? Yes ☐ No ☒
If "yes", please provide the position(s) for which you applied and the date of your application(s):

_____

_____

_____

10. Do you have any relatives currently employed by the Town of Lake Park? Yes ☐ No ☒
If "yes", please print name, relationship to you and the Town department in which your relative works:

_____

11. May we contact your present employer? Yes ☒ No ☐

12. Is there any reason that you would not be able to perform the responsibilities and tasks of the position for which you are applying? Yes ☐ No ☒

13. Can you work evenings? Yes ☒ No ☐

14. Can you work weekends? Yes ☒ No ☐

15. Are you legally able to work in the United States? Yes ☒ No ☐

16. Have you **EVER** been arrested, received a Notice to Appear, been charged, convicted, entered a plea of *nolo contendere* (no contest), entered a plea of guilty, been found guilty or had adjudication withheld in a criminal offense; or, are there any criminal charges now pending against you?

Yes ☐ No ☒

If "yes", please describe the charge and the outcome of the charges (please be sure to respond thoroughly and accurately to this question. Failure to answer accurately and fully or failure to disclose requested details on this application form will be counted as an omission of relevant facts and will be grounds for disqualification from consideration or revocation of job offer if recommended for hire):

_____

_____

_____

_____

17. Do you have a valid Florida (or out-of-state) driver's license? Yes ☒ No ☐ If your answer is "yes", please provide your driver's license number below and the issuing state:
Driver's License Number: [redacted] Issuing State: New York

18. Do you have a valid Florida Commercial Driver's License (CDL)?

Yes ☐ No ☒

If "yes", indicate class below:

Class A ☐ Class B ☐ Class C ☐ Class D ☐ Chauffeur's License ☐

Expiration Date: _____ Endorsements: _____

19. EDUCATION AND TRAINING HISTORY

Please provide your full name if different while attending school: _____

High School or GED	
Full Name: Frontier Central High School	Date Graduated: June 1976
Address: 4432 Bayview Rd	
City/State/Zip Code: Hamburg, NY 14075	
College/University	
Full Name: State University College at Buffalo	Date Graduated: December 1981
Address: 1300 Elmwood Ave	Major: Criminal Justice
City/State/Zip Code: Buffalo, NY 14222	Degree: Bachelor of Science
College/University	
Full Name:	Date Graduated:
Address:	Major:
City/State/Zip Code:	Degree:
Training/Vocational School	
Full Name:	Date Completed:
Address:	Licenses or Certifications:
City/State/Zip Code:	
NOTE: Please attach copies of degrees or certificates at the time of application.	

20. Please list all special skills, computer programs, office machines, equipment, tools, etc. that you are able to use:

Well versed in the use of all Office Equipment, Computers, programs and software

21. Please list any trade or professional organizations to which you currently belong:

NYS Association of Towns and Villages, NYCOM, Buffalo Claims Association, Self Insured Assoc., National Association of Investigative Specialists

23. EMPLOYMENT HISTORY

Commencing with your most recent employer, including self-employment, part-time employment, and military service (if applicable), please list in reverse chronological order your COMPLETE employment history. Please attach an addendum if needed to complete this section. (NOTE: If you are supplementing your application with a resume, all of the following requested information must be provided in your resume.)

Name of Employer: Informative Investigations, Inc.	Starting Date: June 1993
Address: 820 Warren Drive	Ending Date: Present
City/State: East Aurora, NY Zip Code: 14052	Final Salary: 100,000
Telephone Number (with area code):	
Your Immediate Supervisor: N/A	
Your Position Title: President	
Duties and Responsibilities: President and CEO. Authored and implemented policies and procedure manual. Interview, hire, manage and terminate employees. Complete and manage annual budget. Review and file all financial documents. Manage existing as well as market new clients. Manage day to day operations of business	
Reason for Leaving: Currently employed	

Name of Employer: Town of Aurora	Starting Date: Jan 1, 2004
Address: 300 Gleed Avenue	Ending Date: Dec 31, 2007
City/State: East Aurora/NY Zip Code: 14052	Final Salary: 45,000
Telephone Number (with area code): 716-652-7590	
Your Immediate Supervisor: N/A	
Your Position Title: Town Supervisor	
Duties and Responsibilities: CEO/CFO of Town, Managed budget of approximately 10 million. Supervised 40 full time and approx 100 seasonal part time employees Facilities manager of Town Hall, Library, Senior Center, Town Parks and Community Pool. Public Representative of Town at Meetings with County State, Federal officials and all TV, Radio and Print Media Negotiated Union Contracts with Town Highway and Town/Village Police Departments	
Reason for Leaving: Chose not to run for Re-Election	

22. EMPLOYMENT HISTORY (Continued)

Name of Employer: Village of East Aurora	Starting Date: 4/15/2002
Address: 571 Main Street	Ending Date: 12/31/2003
City/State East Aurora NY Zip Code: 14052	Final Salary: 3000
Telephone Number (with area code): 716 652-6000	
Your Immediate Supervisor: N/A	
Your Position Title: Village Trustee/Deputy Mayor	

Duties and Responsibilities: Member of 7 member Village Board. Wrote and established legislation Constructed and finalized annual budget, supervised Village employees including members of Police Dept and Highway Dept.

Reason for Leaving:

Elected to the position of Town of Aurora Supervisor, resigned my position on Dec 31, 2003

Name of Employer:	Starting Date:
Address:	Ending Date:
City/State: Zip Code:	Final Salary:
Telephone Number (with area code):	
Your Immediate Supervisor:	
Your Position Title:	

Duties and Responsibilities:

Reason for Leaving:

23. Please explain any gaps in your employment history:
N/A

24. Have you ever been fired, removed or dismissed from any position at any time?

Yes ☐ No ☒

If "yes", identify the employer and your job position, and explain why and include the date of the job action: _____

[redacted]

I hereby certify that all statements in this application, and accompanying resume if provided, are true and complete. I understand that any falsification, misrepresentation or omission of information by me shall serve as a basis for disqualification from consideration for employment or termination of my employment with the Town of Lake Park. I further understand that unless this application is completed in detail, it will not be considered.

I hereby give my consent to the Town of Lake Park to investigate and verify any information provided on this application form and successive documents completed for the purpose of employment consideration. All applicants shall be subject to a criminal background check. I consent to have background checks, pre-employment physical examinations, drug testing, reference checks and any other necessary investigations undertaken to determine my suitability for employment.

I hereby authorize any representative of the Town of Lake Park, bearing this release, or copy hereof, to obtain any information in your files pertaining to my educational background, attendance, employment history and disciplinary records. I hereby release any person who provides personnel file or applicant information pertaining to me from all claims of liability that might otherwise result from such information. I hereby release the Town of Lake Park or its employees from any and all liability for damages resulting from reference checks, background checks associated with this application.

I am further aware and understand that the Town of Lake Park requires its employees to adhere to numerous policies, rules, regulations and procedures, including but not limited to: (1) fingerprinting of its employees upon application and employment; (2) Equal Employment Opportunity Policy; (3) a Drug Free Workplace Policy; (4) drug screening requirements; and (5) a Tobacco Free Workplace Policy.

I voluntarily agree to abide by all Town policies if I am hired by the Town of Lake Park.

I further declare that if I am employed by the Town of Lake Park, and thus a recipient of public funds, that I affirm that I will support the Constitution of the United States and the State of Florida.

Applicant Full Name: Terence Michael Yarnall
(please print)

Terence M Yarnell
Signature of Applicant

January 22, 2015
Date

Signature of Applicant's Parent or Legal Guardian
(if applicant is a minor)

Date

The Town of Lake Park is an Equal Opportunity Employer.

Terence M Yarnall

10731 Mirasol Drive #304 Miromar Lakes, FL 33913
Phone: 716-913-1301 Fax: 716-805-8339
Email: terenceyarnall@verizon.net

January 7, 2015

Bambi McKibbon-Turner M.S., HRM
Human Resources Department
Lake Park Town Hall
535 Park Avenue
Lake Park, Florida 33403

Re: Town Manager- Town of Lake Park, FL

Dear Ms. McKibbon-Turner:

Managing and maintaining any business or government entity is becoming increasingly difficult, cutting expenses yet delivering goods and services to the community with increasing efficiency without compromising integrity or quality is expected by both employees and constituents.

During my tenure as Town Supervisor/Manager, I utilized the philosophy of delivering services to our residents in a cost effective manner without compromising the personal touch or small hometown feel. Working with the County and Village, we came to agreements on many issues to consolidate services, providing substantial cost saving to our taxpayers.

My management style as Village Trustee, Deputy Mayor and Town Supervisor/Manager was to maintain an open door policy with residents and employees. I communicated a vision toward the future, leading to great success in managing the town and village. The most rewarding aspect of my position was the ability to help people by being compassionate and empathetic, as well as making the tough calls when needed and taking action on their behalf.

I am sure many of the same issues I dealt with as Town Supervisor/Manager, such as minimal tax increases, controlled growth, historic preservation, infrastructure improvements and delivery of services at an affordable cost to residents are the same issues the Town Manager of Lake Park is dealing with or will be dealing with in the future.

As Town Supervisor/Manager, I established an excellent working relationship with local, state, county and federal elected officials. Together, we enhanced the quality of living and cut costs to our residents.

I will enthusiastically bring the knowledge and insight I have gained over the years from my town and village management experience, as well as business ownership to the Town of Lake Park. I am confident that I will make an excellent addition and bring the necessary management skills to meet the goals and objectives of the Town of Lake Park. A salary of $120,000.00 plus benefits would be commensurate with my experience.

Lake Park is a wonderful community that my family and I would be proud to be part of. Thank you for reviewing my resume and considering me for this position. I look forward to speaking with you and the Town Commission in greater detail.

Sincerely,

Terence M. Yarnall

RECEIVED
JAN 15 2015
BY: ...H.R.....

Terence M. Yarnall

Phone: 716-913-1301 Fax: 716-805-8339
Email: terenceyarnall@verizon.net

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BY: ..YR.....

CITY, TOWN or COUNTY ADMINISTRATOR/MANAGER

Highly qualified, results focused executive manager offering over 20 plus years of experience in the public and private sector. Has the proven ability to bring people together to work for a common goal. Proactively identifies and resolves issues in a positive manner.

PROFESSIONAL EXPERIENCE

AURORA TOWN SUPERVISOR/MANAGER: January 1, 2004-December 31, 2007

- CEO/CFO of the Town of Aurora
- Managed Town Budget of approximately 10 million dollars for various departments and districts
- Chairman of the Town Board responsible for setting agenda and running town board meetings
- Town Representative at meetings with Federal, State, County Officials as well as all other representatives.
- Direct Supervisor of 40 full-time employees and up to 100 seasonal part-time employees
- Responsible for Facilities management of Town Hall, Senior Citizens Center, Highway Department, Town Parks and Library
- Worked closely the county to ensure all Senior Citizens programs remain in place and funded properly including the daily lunch program and Meals on Wheels
- Negotiated and settled CSEA Union contracts with Highway Department and Town /Village Police Department.
- Consolidated Dog Control Services, Code Enforcement, Building Inspector, Parks & Recreation and Garbage Pick-up with Village
- Negotiated agreement with County Water Authority to maintain and manage Town Water Districts
- Worked with the Fire Department on Comprehensive Disaster Plan for the town and village for all manmade and natural disasters
- Supervised Main Street Reconstruction and coordinated with Chamber of Commerce to ensure the least amount of inconvenience to businesses along Main Street Corridor
- Partnered with Congressmen to secure $650,000.00 for ancillary improvements along Main Street
- Negotiated and received grant monies for construction of water district, providing the largest area of the Town with running water
- Negotiated and received state dollars to assist in the construction and playground equipment improvement to all Town Parks and Community Pool
- Coordinated Committee of a diverse section of the community to study consolidation of services between town, village and county and other surrounding communities for the purposes of cutting costs and eliminate the duplication of services
- Established a five year master plan for reconstruction and resurfacing of roads within the Town

Terence M. Yarnall

Phone: 716-913-1301 Fax: 716-805-8339
Email: terenceyarnall@verizon.net

- Negotiated contract with the County for reimbursement for Snow Removal on County Roads
- Responded to and coordinated disaster services during weather related storm events, including the installation of generators at Water Pumping Stations to ensure water service to Town and Village was not interrupted
- Appoint nominees to leadership posts or approve such recommended appointments
- Prepare drafts of amendments, government policies, laws, rules, regulations, budgets, programs and procedures.
- Attend receptions, dinners, and conferences to exchange views and information and develop working relationships
- Hear testimony at Public Hearings from constituents, representatives of interest groups, board and commission members, and others with an interest in bills or issues under consideration
- Appeared at Press Conferences, met with Print, Television and Radio media when necessary to discuss issues relevant to the Town
- Alert constituents of government actions and programs by way of newsletters, personal appearances at town meetings, community service organizations, phone calls and individual meetings with village and town residents
- Attended meetings of Zoning, Zoning Board of Appeals, Planning Board, Library Board, Open Space Committee, Historical Commission and Conservation
- Serve on commissions, investigative panels, study groups, and committees in order to examine specialized areas and recommend action
- Attended meetings of government related organizations to further educate myself on issues effecting other towns and villages and share ideas
- Recognized and awarded for fiscal responsibility by County Executive in State of County address for leading consolidation of services initiative within the Town and Village
- Received GFOA Certificate of Achievement for Excellence in Financial Reporting four years in a row

VILLAGE OF EAST AURORA VILLAGE TRUSTEE: April 2001 – December 31, 2003

- Served as Deputy Mayor during entire term
- Member of Seven member Village Board with all voting rights
- Coordinated with Mayor and Trustees to establish policies and legislation
- Attended all meetings and work sessions of Village Board to vote on proposed legislation
- Worked closely with Village Administrator to propose and initiate programs for consideration by Village Board
- Implemented the School Resource Officer for School District by obtaining available grant funding.
- Worked with Zoning and Planning Boards, Historical Preservation Board
- Village Liaison to Police Department
- Fully participated in formulating operating budgets for village departments and personnel
- Attended meetings with County and State Officials on matters pertaining to Village Issues

Terence M. Yarnall

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INFORMATIVE INVESTIGATIONS, INC., East Aurora, NY
Chief Executive Officer: June 1992 to Present

- Obtain and analyze intelligence gathered from a wide variety of research databases on suspects, crimes and disturbances in order to solve cases, to identify criminal activity and to gather information for court cases.
- Perform Criminal, Civil and complex liability investigations for a wide ranging clientele.
- Handle all evidence following chain of custody rules and Criminal Procedure Law
- Prepare reports to document investigative and intelligence gathering operations.
- Conduct background investigations for pre-employment to obtain information about an individual's character, financial status or personal history.
- Supervise background investigations of individuals for Fortune 500 Companies prior to employment. Searches are comprehensive financial, criminal and background investigations utilizing subscription databases and personal interviews with persons known to subject. All investigations are in accordance with the 1974 Privacy Act and all addendums.
- Observe and document activities of individuals utilizing stationary and covert surveillance techniques and tools in order to detect unlawful or fraudulent activity.
- Confer with government officials, police officers, security personnel or postal officials to identify problems, provide information, and receive instructions.
- Provide briefings to law enforcement and intelligence officials on techniques and procedures involved in the investigative process.
- Expose fraudulent insurance claims or stolen funds.
- Perform undercover operations to evaluate the performance and honesty of employees by posing as a customer or employee.
- Question persons to obtain evidence for cases of divorce, child custody, child abuse and missing persons.
- Search computer databases, credit reports, public records, tax and legal filings and other resources in order to locate persons or to compile information for investigations.
- Monitor industrial or commercial properties to enforce conformance to establishment rules and to protect people or property.
- Provide testimony at hearings and court trials to present evidence.
- Investigate companies' financial standings or locate funds stolen by embezzlers, using accounting skills.
- Conduct eavesdropping detection sweeps using sophisticated electronic equipment to detect hidden cameras and listening devices to thwart corporate espionage
- Oversee development of special analysis and documentation for corporate clients including security assessments for sensitive IT areas
- Assess and conduct security risk of premises for corporate clients and make recommendations
- Conduct training of Investigators in conducting background investigations in both procedures and relevant Federal and State privacy laws.
- Screen and manage security personnel for corporate facilities
- Review and evaluate intelligence information from a wide variety of sources to develop investigative trends and methodologies.
- Prepare and present statistical reports concerning activities, expenses, budgets, government statutes and rulings, and other items affecting businesses or program services.
- Direct, plan, and implement policies, objectives, and activities of organizations or businesses to ensure continuing operations, to maximize returns on investments, and to increase productivity.

Terence M. Yarnall

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Email: terenceyarnall@verizon.net

EDUCATION

STATE UNIVERSITY OF NEW YORK at BUFFALO, Buffalo New York

- Bachelor of Science Degree
- Dean's List Member

COMMUNITY INVOLVEMENT-VOLUNTEER ORGANIZATIONS

- East Aurora Chamber of Commerce-Board of Directors
- Kiwanis Club
- East Aurora Moose Club
- Sons of the Legion-East Aurora American Legion Post #362
- Buffalo Niagara Partnership

PROFESSIONAL MEMBERSHIPS

- NYCOM
- NYS Association of Towns and Villages
- ICMA Membership through Town of Aurora
- Buffalo Claims Association
- Self Insured's Association
- Associated Licensed Detectives of New York State
- National Association of Investigative Specialists

REFERENCES

- Provided on request

Consent Agenda

TAB 2

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **February 4, 2015** **Agenda Item No.** 2

Agenda Title: Regular Commission meeting minutes of January 21, 2015

[ ] SPECIAL PRESENTATION/REPORTS **[X] CONSENT AGENDA**
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[ ] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager Interim/Asst. Town Manager **Date:** 1/27/2015

Vivian Mendez – Town Clerk
Name/Title

Originating Department: **Town Clerk**	Costs: **$ 0.00** Funding Source: Acct. # [ ] Finance _____	**Attachments:** **Agenda** **meeting minutes** **Exhibit "A"** **Exhibit "B"** **Exhibit "C"**
Advertised: Date: _____ Paper: _____ **[X] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case *VM* **Please initial one.**

Summary Explanation/Background:

Recommended Motion:

To approve the Regular Commission meeting minutes of January 21, 2015.

AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, January 21, 2015, 6:30 p.m.
Lake Park Town Hall
535 Park Avenue

James DuBois	—	**Mayor**
Kimberly Glas-Castro	—	**Vice-Mayor**
Erin T. Flaherty	—	**Commissioner**
Michael O'Rourke	—	**Commissioner**
Kathleen Rapoza	—	**Commissioner**
Dale S. Sugerman, Ph.D.	—	**Town Manager**
Thomas J. Baird, Esq.	—	**Town Attorney**
Vivian Mendez, CMC	—	**Town Clerk**

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, 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. ***Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.***

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. SPECIAL PRESENTATIONS/REPORTS

1. **A Proclamation in Appreciation of Joan Knapp, Friends of the Lake Park Library** **Tab 1**

2. **Update on the Town Manager Selection Process** **Tab 2**

3. **Palm Beach County Sheriff's (PBSO) Citizens on Patrol (COP) Quarterly Report Tab 3**

D. PUBLIC COMMENT:
This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

E. CONSENT AGENDA: All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of

these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the Agenda. Any person wishing to speak on an Agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

4. Regular Commission Meeting Minutes of January 7, 2015 **Tab 4**

5. Authorizing the Mayor to Sign the Parking Meter Maintenance Contract with Duncan Products **Tab 5**

F. PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:
None

G. PUBLIC HEARING(S) – ORDINANCE ON SECOND READING:
None

H. NEW BUSINESS:

6. Selection of an Interim Town Manager **Tab 6**

7. Commission Discussion on the Concept of a Volunteer Recognition Event **Tab 7**

8. Awarding a Contract for Marina Security Services (Unarmed) **Tab 8**

9. Resolution No. 03-01-15 A Request from Commercial Investments, LLC to Modify Condition #4 of Exhibit "A" of Resolution 41-10-13 Related to the Temporary Uses of their Property Which Includes the Temporary Storage of Vehicles and an Office Trailer **Tab 9**

I. TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

J. ADJOURNMENT

Next Scheduled Regular Commission Meeting will be held on Wednesday, February 4, 2015

Minutes
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, January 21, 2015, 6:30 PM
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, January 21, 2015 at 6:30 p.m. Present were Mayor James DuBois, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, Michael O'Rourke and Kathleen Rapoza, Town Manager Dale S. Sugerman, Attorney Thomas Baird, and Town Clerk Vivian Mendez.

Town Clerk Mendez performed the roll call and Mayor DuBois led the pledge of allegiance.

SPECIAL PRESENTATIONS/REPORTS

1. Proclamation in Appreciation of Joan Knapp, Friends of the Lake Park Library.

Mayor DuBois explained that he received a request to postpone the presentation of the proclamation to a future date when Ms. Knapp's family would be available to receive the proclamation.

Motion: Commissioner Rapoza moved to postpone the presentation of the proclamation to an unspecified date; Commissioner O'Rourke seconded the motion.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

2. Update on the Town Manager Selection Process

Human Resources Director Bambi Turner explained that as of the January 16, 2015 Town Manager application deadline, the Town had received 29 applicants for the Town Manager position. The following is the list of Town Manager applicants: James Slaughter, of Beacon, New York; Bruna DiCenso, of Lake Worth, Florida; James Drumm of Zephyrhills, Florida; Warren Brown, of Clyde Ohio; John D'Agostino, of Mansfield, Massachusetts; Terence Yarnall, of Miromar Lakes, Florida; William Whitson, of Lynn Haven, Florida; Mark Stivers, of Mount Joy, Pennsylvania; Brian Redshaw, of Sergeant Bluff, Iowa; Gregory Dunham, of Kenly, North Carolina; Louie Chapman, Jr., of Delray

Beach, Florida; Rich Blankenship, of Ironton, Ohio; H.C. "Skip" Clark II, of Peachtree City, Georgia; Andrew Barton, of Mesquite, Nevada; Lyndon Bonner, of Flagler Beach, Florida; Manny Anon, Jr., of Miami, Florida; Violet Leffingwell, of West Palm Beach, Florida; Lawrence Coppola, of Port Orchard, Washington; Robert J. Daniels, of Jupiter, Florida; Ronald Neibert, of Mt. Vernon, Illinois; Terry Suggs, of Green Cove Springs, Florida; Joseph Pennisi, of Sanford, Florida; Paul J. Martin, Jr., of Palm Beach, Florida; Patrick Lynch, or Royal Palm Beach, Florida; Mark Kutney, of Wellington, Florida; Kenneth Knight, of Edna, Texas; Alan Grindstaff, of Maize, Kansas; Hector Rivera, Sr., of Palm City, Florida; Scott Randall, of Albuquerque, New Mexico. Hector Rivera, Sr. later withdrew from consideration for the Town Manager position.

She explained that staff has contacted each applicant and had requested that they submit an employment application form by Friday, January 23, 2015. The employment application forms will be forwarded to Kurt Bressner of the Florida City/County Managers Association (FCCMA). Mr. Bressner, at a public meeting, will identify 10-12 semi-final candidates for the Commission to consider. The Commission would then have the opportunity to identify 5-7 finalist to interview.

Commissioner O'Rourke asked when would the Commission receive all the applications. Human Resources Director Turner explained that the applications would be provided to the Commission, as part of their February 4, 2015 agenda packet, on Wednesday, January 28, 2015.

3. Palm Beach County Sheriff's (PBSO) Citizens on Patrol (COP) Quarterly Report.

Mayor DuBois welcomed PBSO Captain Jeff Lindskoog. Captain Lindskoog explained that the COP program was now called the Northend Rovers. He stated that the Northend Rovers covers from the Town of Mangonia Park north to the Palm Beach County borderline and west to the Beeline Highway. Vice-Mayor Glas-Castro asked how much time do the Northend Rovers spend in the Town of Lake Park. Captain Lindskoog explained that he does not have that information, but if the Commission wishes to receive this information, he would obtain it for them. PBSO Lieutenant Vassalotti suggested including the Northend Rovers total hours spent patrolling Lake Park in his monthly report that is sent to the town manager.

PUBLIC COMMENT:
None

CONSENT AGENDA:

4. Regular Commission meeting minutes of January 7, 2015
5. Authorizing the Mayor to sign the parking meter maintenance contract with Duncan Products

Motion: Commissioner O'Rourke moved to approve the consent agenda; Vice-Mayor Glas-Castro seconded the motion.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 5-0.

PUBLIC HEARINGS - ORDINANCES ON FIRST READING:
None

PUBLIC HEARINGS - ORDINANCE ON SECOND READING:
None

NEW BUSINESS:

6. Selection of an Interim Town Manager

Town Manager Sugerman explained that following the application deadline of January 6, 2015 for the position of Interim Town Manager, staff requested that the following applicants submit full employment application forms: Louie Chapman, Jr. of Delray Beach, and Hector A. Rivera, Sr. of Palm City. Copies of the received application materials were provided to the Commission as part of this agenda item. The Commission discussed the two applicants and came to consensus to decline both applicants. The Commission offered Finance Director Blake Rane the position of interim to the Interim Town Manager. Finance Director Rane respectfully decline due to the Town's Annual Audit that would begin in the next few weeks. He thanked the Commission for the offer. The Commission offered Public Works Director Dave Hunt the position of interim to the Interim Town Manager. Public Works Director Hunt respectfully declined due to several capital improvement projects that he would be managing over the next few months. He thanked the Commission for the offer.

Human Resources Director Turner reminded the Commission that at the last Commission meeting staff had received several suggestions from Kurt Bressener. One of the suggestions was that the applicants that had applied for the Town Manager position be contacted to see if any of them were interested in serving as Interim Town Manager. The Commission discussed the options of having the Mayor or a Commissioner serve as the Interim Town Manager. After a review of the Town Charter, the Commission came to consensus to offer a staff member the position of interim to the Interim Town Manager. The Commission offered Human Resources Director Turner the position of interim to the Interim Town Manager. Human Resources Director Turner happily accepted the offer of interim to the Interim Town Manager.

Motion: Commissioner O'Rourke moved to appoint Human Resources Director Bambi Turner as the interim to the Interim Town Manager; Commissioner Rapoza seconded the motion.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty		X	
Commissioner O'Rourke	X		
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro	X		
Mayor DuBois	X		

Motion passed 4-1.

7. Commissioner Discussion on the Concept of a Volunteer Recognition Event.

Town Manager Sugerman explained that during the August 20, 2014 budget workshop meeting the Commission discussed holding a volunteer recognition event during calendar year 2015. He explained that this agenda item is for discussion purposes only. He stated that if the Commission's discussion does result in a decision on how the volunteer recognition event should be structured then a formal action with a motion, second, and a vote should approve the details of the event so that staff knows what is expected for holding the event.

The Commission came to consensus to direct staff to contact the Artist of Palm Beach County regarding holding the event at the Art on Park Gallery sometime in the month of April from 6:30 p.m. until 9:00 p.m. The Commission came to consensus to extend an invitation to the leadership of the following organizations: A.E.M. for the Heart; Artist of Palm Beach County; Bridges at Lake Park; Club 100 Charities; First United Bank; Friends of the Library; Kiwanis of Lake Park; Lake Park Citizens on Patrol (COP); Lake Park Community Watch; Lake Park Historical Society; Lake Park VFW Donald Ross Post 9610; and Seeds of Hope Community Garden.

The Commission requested that this item be brought back at a future agenda with some specific information regarding the event.

8. Awarding a Contract for Marina Security Services (Unarmed).

Town Manager Sugerman explained the item (see Exhibit "A"). Commissioner Rapoza expressed concern with what was not included in the bid specifications and the scope of work that was requested from the bidders. She suggested that things like daily detailed activity reports, and incident reports be included in the bid specifications (see Exhibit "B"). The Commission discussed what had been included in the bid packet. Town Manager Sugerman explained that if the Commission's desire is to request a higher level of security, which would include daily detail activity report then the security services bid would need to be written to include daily written activity report and the bid would have to go back out on the street.

Motion: Commissioner Flaherty moved to award a contract for Marina Security Services; Commissioner O'Rourke seconded the motion.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty		X	
Commissioner O'Rourke		X	
Commissioner Rapoza		X	
Vice-Mayor Glas-Castro		X	
Mayor DuBois		X	

Motion failed 0-5.

9. Resolution No. 03-01-15 A Request from Commercial Investments, LLC to Modify Condition #4 of Exhibit "A" of Resolution 41-10-13 Related to Temporary Uses of their Property, Which Includes the Temporary Storage of Vehicles and an Office Trailer.

Town Manager Sugerman explained the item (see Exhibit "C"). Vice-Mayor Glas-Castro stated that in the Resolution it states that "The owner shall have 30 days from the issuance of the Certificate of Occupancy for phase 1..."; she asked what was phase 1. Town Attorney Baird explained that a site plan had not been approved yet therefore we do not know what was phase 1. Anne Booth with Urban Design Kilda Studios representing Earl Steward Toyota explained that the application that was currently in the process has three phases. She explained that phase one consisted of modification of the existing building, which would allow for construction of the used car facility within the existing building. She explained that it would allow everyone in the main building to be relocated to the trailer while the main building was under construction and the lot was being improved. She stated that they are scheduled to go before the Planning and Zoning Board in February. She explained the preliminary schedule to bring the projects to completion. She stated that an entire team has been hired to assure that the projects are completed.

Vice-Mayor Glas-Castro asked why the extension was needed. Ms. Booth stated that the delay has been caused by economic problem, but they now have their financing in place. Commissioner O'Rourke expressed concern with the $30,000 that remains in escrow while the project was moving through the process, since they would not be completed by the deadline date of January 31, 2015. Ms. Booth explained that the $30,000 would remain in the escrow account until they are able to satisfy the conditions. She stated that if they were not able to satisfy the conditions then the Town would keep the $30,000. She explained that if they are not able to continue with their used car operation, then Earl Stewart Toyota has serious concerns about their ability to proceed with the expansion.

Commissioner Rapoza asked how many employees the expansion would generate. Mr. Stu Stewart, General Manager for Earl Stewart Toyota explained that the expansion would generate approximately 30-40 employees.

The Commission discussed with the representatives of Earl Stewart Toyota their comments and concerns with the amount of extensions that have been requested since the original agreement was made, granting an extension based on a site plan approval that has not gone through the process yet, and when would the advertisements that the establishment is located in North Palm Beach would end.

Motion: Commissioner O'Rourke moved to approve Resolution 03-01-15; Commissioner Rapoza seconded the motion.

Commissioner O'Rourke expressed concern with approving another extension to the original agreement and suggested that Earl Stewart Toyota agree that the Town keep the $30,000. Mayor DuBois stated that he would prefer the project continue to move forward and that the funds remain in escrow. Commissioner Rapoza and Commissioner Flaherty agreed with Mayor DuBois. Vice-Mayor Glas-Castro stated that she was uncomfortable with granting a two-year extension and would not support the extension to the agreement.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Flaherty	X		
Commissioner O'Rourke		X	
Commissioner Rapoza	X		
Vice-Mayor Glas-Castro		X	
Mayor DuBois	X		

Motion passed 3-2.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird had no comments.

Town Manager Sugerman had no comments.

Commissioner Rapoza announced that the Sunset Celebration would be held on Friday, January 30 at Lake Shore Park and Pirate's Fest would be held on Saturday, January 31 at Lake Shore Park. She stated that vehicles are damaging the swales on Lake Shore Drive by driving or parking on them. She suggested that vehicles caught damaging the swales on Lake Shore Drive be fined. She wished Town Manager Sugerman good luck on his retirement.

Commissioner Flaherty announced that the Friends of the Library would be holding a book sale on Saturday, January 24, 2015 in the front lawn of the Lake Park Library.

Commissioner O'Rourke thanked Town Manager Sugerman for his services to the Town.

Vice-Mayor Glas-Castro stated that she received a call regarding loud noise at a party and that PBSO could not enforce the Town's noise Ordinance. She stated that her understanding of the Town's Ordinance was that it could be enforced if it were in the residential areas of the Town and not during a special event. She stated that while speaking with Sergeant Johnson regarding the issue of loud noise he had several suggestion that would be helpful to the Town. She explained that she and Mayor DuBois had attended the Northlake Boulevard Task Force meeting on Tuesday, January 20, 2015 in North Palm Beach. She explained that a property owner in North Palm Beach was requesting changes to the signage requirements. The Task Force provide some feedback to the property owner. She explained that North Palm Beach would be changing some

landscaping in the medians on Northlake Boulevard between the railroad tracks and US 1.

Mayor DuBois announced each of the governmental and community meetings he attended since the last Commission meeting. He explained that he attend the Palm Beach County League of Cities Ethics Training. He thanked Town Manager Sugerman for his services to the Town.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Flaherty and seconded by Commissioner Rapoza, and by unanimous vote, the meeting adjourned at 9:05 p.m.

_____
Mayor James DuBois

_____
Town Clerk, Vivian Mendez, CMC

Town Seal

Approved on this _____ of _____, 2015

Exhibit "A"

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: January 21, 2015 **Agenda Item No.** 8

Agenda Title: Awarding a Contract for Marina Security Services (Unarmed).

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[X] **NEW BUSINESS**
[ ] OTHER: _____

Approved by Town Manager DSS **Date:** 1/7/15

Dale S. Sugerman, Ph.D./Town Manager
Name/Title

Originating Department: **Mayor Dubois**	Costs: $42,000.00 Funding Source: 800-34000 [X] Finance BKR	**Attachments:** Bid Tabulation Bid Proposal
Advertised: Date: _____ Paper: _____ [X] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone *DSS* or Not applicable in this case **Please initial one.**

Summary Explanation/Background:

The current contract for Marina security services expired on September 30, 2014. The Commission approved a 4 month extension to U.S. Security Associates, Inc., the current provider of services while we went out securing bids from the marketplace. On November 30, 2014 we invited bidders, via Bid #107-2014 to quote on the provision of security services for the Marina. Bids were opened on December 30, 2014 with five (5) respondents submitting bids. Of the five respondents, two were deemed to be non-responsive. In both cases, the two non-responsive bidders did not provide evidence of 3 years of financial statements. The three remaining respondents all met the minimum requirements of the bid. A copy of the bid tabulation is attached.

The results of the three responsible, responsive bidders were as follows:

Name	Hourly Rate	Overtime Rate	Event Rate	Event O.T. Rate
United Special Patrol, Inc.	$14.00	$21.00	$14.00	$21.00
Regions Security Services, Inc.	$14.99	$22.49	$14.99	$22.49
Excelsior Defense, Inc.	$15.42	$23.13	$15.42	$23.13

A complete copy of the bid of United Special Patrol, Inc. is included with this agenda item. If the Commission desires to review the other four bid packets (two being non-responsive and two being fully responsible and responsive; but at a higher price), copies of those documents are on file in the Town Clerk's office.

The non-responsible, non-responsive bidders were:

Credible Security Services and Advanced National Security.

The contract, once awarded, will be for one year, with two one-year renewals. The successful contractor will provide one (1) on-site, uniformed securing guard from 10:00 pm until 6:00 am Monday through Sunday during the summer months of April through October, and from 8:00 pm until 6:00 am during the winter months of November through March.

Recommended Motion: I move to award the Marina Security Services Contract (unarmed) to United Special Patrol, Inc.

MARINA SECURITY SERVICES CONTRACT (Unarmed)

Bid # 107-2014

December 30, 2014 10:00 a.m.

Name of Bidder	Bidder's Certification	3 Copies	Completed Bid Form	Ref.	Drug Free Workplace	Anti-Kickback Affidavit	Non-Collusion Affidavit	Non-Bankruptcy Affidavit	Non Segregated Facilities	Exp.	Lit.	Financial Statements	Licenses	Price
Credible Security Services	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	No	No	✓	$12.85 /hr $19.275 OT/half $12.85 Events $19.275 OT/half
Advanced National Security	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	No	✓	$12.75 /hr $19.12 /OT $12.75 Events $19.12 OT
United Special Patrol, Inc.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	$14.00 /hr $21.00 OT $14.00 Events $21.00 OT
Excelsior Defense, Inc.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	$15.42 /hr $23.13 OT $15.42 Events $23.13 OT
Regions Security Services, Inc.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	$14.99 /hr $22.49 OT $14.99 Events $22.49 OT

Exhibit "B"

Gerald C. Rapoza
801 Lake Shore Drive #114 Lake Park, FL 33403 Home: 561-840-3481 Cell: 774-930- 5557
jrcopster@yahoo.com

1/21/15
TO: Kathleen Rapoza
Commissioner, Lake Park, FL

FROM: Gerald Rapoza
Certified Security Consultant
Certified Crime Prevention
Certified Burglary Reduction

I recently reviewed the security proposal for the Lake Park Marina and I found that United K-9 Security Services submitted a very informative presentation, of their company's experiences and references.

Their presentation did not indicate a few important items. Do they require their security officers to submit Daily, Activity Reports [DAR's]? If so, do they submit these reports to senior town staff?

What are the patrol hours and how many days will they patrol?

CCTV Technology Systems: Do they provide the system and if yes, what is the cost to the town?

GPS Tracking, as indicated: Will the Marina or senior staff receive copies?

Supervisor Training: Do they provide a supervisor for patrols, when, where and how?

For your information:
I provided a detailed report stating the difference between Security Guards and Drive-Through Patrols, regarding, what the town wants to accomplish hiring a Security Service. It is important, that the information herein be considered before any contract is awarded for the Marina or any town property.

I hope this information will help the commission decide and request the proper information from the hidding security companies. Should you require additional suggestions, feel free to contact me.

Best regards,

Gerald C. Rapoza

Gerald C. Rapoza

SECURITY GUARDS
DRIVE THROUGH PATROL

What do you want to accomplish with the security patrol service contract, drive-through or on-site patrols?

PURPOSE:

Drive-through security patrols serve a limited, but useful purpose. By definition, the drive-through does not remain on-site and generally uses vehicles to make rounds. This type of patrol is less expensive than a dedicated on-site security guard, because of the limited time spent on the property. Highly visible drive-through security services are ideal for the patrol of commercial properties, after business hours, on private property, after business hours or on private property, not open to the public.

One purpose of this type of patrol is to observe [or test] all accessible gates, doors and windows, making sure they are secured, as well as to report the conditions found on the property to the business owner or police. Another purpose is to make sure no unauthorized persons are trespassing on private property. Drive-through guard forces should respond to alarm signals. The primary goal of a drive-through security patrol service is to deter property loss and discover vandalism, after business hours. This presence is normally supported by signage, which states, that the property will be patrolled by a Security Service.

Any contracted security service must have clearly defined and articulated post orders. Post orders are written instructions stating how the security officer is to patrol and should be incorporated, as part of the contract. These written instructions need to be detailed and reflect the expectations of the property manager, and the responsibility of the security patrol service. Written post orders allow for consistency in patrol and reporting set forth in the obligations for fulfilling the service contract. Post instructions should specify, if drive-through security officers are allowed to gout of their vehicle to shake doors or walk behind buildings. If the town does not require it... it won't occur. Well written post orders act like a check list for the security officer, while on site and helps them, fill out their daily reports and logs.

REPORTING:

It is the custom and practice of all contracted security patrol services, in the industry to complete daily activity reports [DAR's] and incident reports, for each site they patrol. Despite the practice, it is important to require one of these items, be specified in the post orders. As a general rule of thumb, if one does not receive a written report, it must be assumed that the patrol did not occur and payment for the service is held, until one is received. This practice will ensure the reports are written and submitted, in a timely manner.

Detailed daily activity and incident reports are crucial to a property owner. It is a form of supervision and holds the security service accountable.
CASE IN POINT: In addition, to communicating what was observed, in parking lots, the reports provide important documentation in case of liability lawsuit, alleging inadequate security. These reports are designed to report routine issues, like when and where the security officer was on the property and what they observed. DAR's should be detailed and informative and each entry should list the date, time, location and activity. One must not accept activity logs that merely state, "10:00PM or 11:00PM – All quiet." Proper verbiage in a daily activity report should state "1/20/14 – 11:00PM, completed patrol of the south parking lots, one light burnt out over space #223, checked all doors of Marina buildings and ensured they were locked and secured."

Incident reports are only written, when something unusual happens, and may require more detailed accountability. Incident reports are not limited to actual crime. Incident reports should notify the client of unlocked doors, large groups loitering, flooded parking lots, safety hazards and of course all crimes or property damage. These reports should be more detailed than DAR's , because they chronicle one specific event. Incident reports that say, "see police report" are not acceptable. Incident reports should note, everything that the security officer observed, what happened and what individuals were doing on the scene and the time of the incident.

SUPERVISION:

One inherent flaw in contracting a security patrol service is supervision. Unless someone is checking the patrols, it may be assumed that the patrols may not have occurred and that the service is insufficient. When a contract is presented and proposed, it is critical to detail the quality and timing of patrols, reporting and the follow up procedure necessary to avoid inadequate service.

Worst yet, is any officer falsifying any report, indicating that they did indeed patrolled, when they did not. To avoid these issues, security patrol officers need to know, that they are being supervised in some manner.
Methods are to incorporate a mechanical or electric check in their device. Common systems include strategically placed watchman clocks, punching in on a time clock, etc.

Regarding Security Shift Patrols:

According to the contract, security patrols will be performed, daily from 10:00PM to 6:00AM, Monday – Sunday, which equals 8 hours of security patrol, or a patrol every 4 hours. What are they doing for the other 4 hours? The same for the winter months, 5 patrols, which will also leave leftover hours.

During patrols, do they have access to Marina buildings; are they checking doors, windows, making notations of any hazardous conditions? Are they logging anyone who enters the property, after normal hours?
These are the things that should be recorded on daily activity reports [DAR's], submitted to the Marina Director, weekly, for review, along with along with incident reports, if any. In addition, monthly reports should be submitted and include all weekly reports.

The general duties of the security patrols, must be detailed in the contract, as to: how, what, when and where, they perform their patrols. It should also indicate the total mileage patrolled, per shift.

Until the above questions are answered, satisfactorily, the contract, should not be approved. The contract is vague and needs to be addressed.

Exhibit "C"

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: January 21, 2015 **Agenda Item No.** 9

Agenda Title: A REQUEST FROM COMMERCIAL INVESTMENTS, LLC TO MODIFY CONDITION #4 OF EXHIBIT "A" OF RESOLUTION 41-10-13 RELATED TO THE TEMPORARY USES OF THEIR PROPERTY WHICH INCLUDES THE TEMPORARY STORAGE OF VEHICLES AND AN OFFICE TRAILER.

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON __ READING
[X] NEW BUSINESS – RESOLUTION
[ ] OTHER

Approved by Town Manager _____ **Date:** 1/5/15

Nadia Di Tommaso / Community Development Director ND
Name/Title

Originating Department: **Community Development**	Costs: **$ 250** Funding Source: **Applicant** Acct. # **001-342.510** [X] Finance BKR	**Attachments:** → **Resolution 03-01-15, revised Exhibit "A"** → **Copy of Resolution 41-10-2013, including Exhibit "A"**
Advertised: Date: **N/A** Paper: [ ] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_*ND*__ or Not applicable in this case ___ **Please initial one.**

Summary Explanation/Background:

Earl Stewart Toyota (aka Commercial Investments LLC) is requesting an additional year extension for keeping their temporary vehicular storage use and office trailer in place.

Earl Stewart Toyota acquired the property upon which the Journey's Inn and the El Colonial restaurant were located in August 2004. Over the years, the abandoned Journey's Inn and El Colonial restaurant became a huge eyesore to the community. In May 2010, Commercial Investments LLC, doing business as Earl Stewart Toyota (the Applicant) requested permission from the Town Commission to demolish the Journey's Inn and El Colonial restaurant buildings on the property to use it for the temporary storage of vehicles. Pursuant to Resolution 20-05-10, the Town Commission approved a permit which authorized the Applicant to demolish the Journey's Inn and the El Colonial restaurant buildings thereby granting the

Applicant a temporary use of the property for temporary vehicular storage until the Applicant began construction of its new buildings and facilities consistent with a site plan that was to be approved by the Town Commission. Resolution 20-05-10 also provided that following demolition, the Applicant was required to fill the subject property with crushed asphalt and was required to grade it. Resolution 20-05-10 contained a condition that required the subject property to be fully landscaped in accordance with the approved site plan if the timeline for the site plan approval and construction of the expanded dealership was not met. This timeline was set for a two-year period ending April 30, 2012, at which time the Applicant would have had to either apply for a new temporary permit or would have to be in the process of moving forward with the expansion of the dealership. In addition, the temporary permit was approved with the condition that the lot would have a minimum of 18 trees around the perimeter and that construction of the new facility would commence by May 5, 2012, or the subject site would be required to be fully landscaped per the Town of Lake Park landscaping regulations. The Applicant satisfied the landscaping provision and installed 18 trees around the perimeter of the subject property.

The Applicant addressed the Commission once again at the October 19, 2011 Town Commission meeting and requested that the Town Commission grant it temporary approval for an office trailer. The Commission directed staff to bring forward an amendment to Resolution 20-05-10 which would allow for the temporary office trailer pursuant to certain conditions. The temporary office trailer was approved unanimously at the November 2, 2011 Town Commission meeting under Resolution 40-11-11. The office trailer is currently installed on the property and had an initial expiration date of April 30, 2012.

Earl Stewart Toyota addressed the Town Commission once again in June 2012 requesting their first extension of the permit for the use of the lot as a vehicular storage lot and the temporary office trailer for used car sales to October 1, 2013, with the development plans for the site being submitted by December 31, 2012, instead of the previous set date of April 30, 2012. Additionally, rather than to fully landscape the site pursuant to the previous condition on Resolution 20-05-10, Earl Stewart Toyota proposed to landscape the perimeter with additional shade trees and a Cocoplum hedge along certain perimeter landscape buffers namely, North Federal Highway, Lakeshore Drive, and half of East Ilex Drive. The first extension, along with the landscaping request, was approved by Resolution 09-06-12.

The Applicant later addressed the Town Commission on October 16, 2013 requesting a second extension for the vehicular storage lot and office trailer in order to allow for sufficient time to move through the site plan approval process. The Town Commission approved the second extension with a required $30,000 cash surety and certain other conditions. These conditions are included in Resolution 41-10-13 and in Exhibit "A" of Resolution 41-10-13 and include, in part:

2. *Within seven calendar days following the effective date of Resolution 41-10-2013 (the Resolution), a copy of which is attached hereto and incorporated herein, the Owner shall deliver a cashier's check to the Town in the amount of Thirty Thousand and no/100 Dollars ($30,000.00) to secure the timely performance of all obligations as set forth in Resolution (the "Funds"). The Town shall deposit the Funds into the Town's regular general revenue account at PNC Bank (f/k/a) National City Bank, in Lake Park, Florida. The Town shall separately account for the Funds, which shall be segregated in the Town account.*

Site Plan application was submitted and deemed complete by March 31 therefore, they have until January 30, 2015.

4. *In addition, the Owner shall have 30 days from either December 31, 2014 if a complete site plan application is submitted by March 31, 2014 or 30 days from March 31, 2014 if the site plan application is not submitted or deemed incomplete by the Community Development Department, to remove the sales trailer and the vehicles parked on the Property and sod throughout.*

Ultimately, the current expiration date of the temporary vehicular storage lot and office trailer is set to end on Friday, January 30, 2015 (30 days from December 31, 2014). The Applicant resubmitted revised plans in late October 2014 and staff issued a second round of comments in mid-December 2014. Since then, staff has met with the Applicant's team to review the comments and is confident that the project, along with a separate right-of-way abandonment application, will be moving through the public hearing process within the next few months. However, as it currently stands, if the applicant does not remove the vehicles and office trailer by January 31, the property will be in violation and the Town will be entitled to keep the $30,000.

The Applicant is requesting a third extension and that condition #4 above be removed from Exhibit "A" of Resolution 41-10-13 and replaced with the following:

> 4. **The Owner shall have 30 days from the issuance of the Certificate of Occupancy for Phase 1, or no later than January 31, 2016, to remove the sales trailer from the Property. The Property will be improved in accordance with the site plan approved by the Town Commission.**

The Applicant states that: "*The intended plan and schedule for construction is to secure site plan approval and permits to allow construction to begin by Mid May or early June, 2015. The new used car operation space will be included in the first phase of construction. They will need to maintain the used car operation in the trailer until they can occupy the new space being constructed. The contractor will discuss with the Building Official the most appropriate permitting process to allow the Certificate of Occupancy to be issued for that area of the building while the remaining portions of the building are under construction. As soon as the trailer is removed, the parking lot and landscape areas will be constructed in accordance with the approved site plan. They anticipate it will take at least 7 months to complete the construction of the new Used Car portion of the building which will take us to November or December (2015). The 30 days to remove the trailer will allow the used car operation to move and allow for the removal of the trailer.*"

A proposed revised Resolution and Exhibit "A" granting a third extension to allow the site plan application and right-of-way abandonment application to run its course and consequently, not immediately taking the $30,000 cash surety, is attached.

TAB 3

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **February 4, 2015** **Agenda Item No.** 3

Agenda Title: Visioning Workshop meeting minutes of January 21, 2015

[ ] SPECIAL PRESENTATION/REPORTS **[X]** **CONSENT AGENDA**
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[ ] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager Interim/Interim Town Manager **Date:** 1/27/2015

Vivian Mendez – Town Clerk
Name/Title

Originating Department: **Town Clerk**	Costs: **$ 0.00** Funding Source: Acct. # [ ] Finance _____	**Attachments:** **Agenda** **meeting minutes** **Exhibit "A"**
Advertised: Date: _____ Paper: _____ **[X] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or Not applicable in this case *VM* **Please initial one.**

Summary Explanation/Background:

Recommended Motion:

To approve the Visioning Workshop meeting minutes of January 21, 2015.

AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Visioning Workshop Meeting
Wednesday, January 21, 2015,
Immediately Following the
Regular Commission Meeting,
Lake Park Town Hall
535 Park Avenue

James DuBois	—	**Mayor**
Kimberly Glas-Castro	—	**Vice-Mayor**
Erin T. Flaherty	—	**Commissioner**
Michael O'Rourke	—	**Commissioner**
Kathleen Rapoza	—	**Commissioner**
Thomas J. Baird, Esq.	—	**Town Attorney**
Vivian Mendez, CMC	—	**Town Clerk**

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, 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. ***Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.***

A. CALL TO ORDER/ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. DISCUSSION

1. Recap of the Previous Visioning Process Meeting	**Tab 1**
2. Continuing the Visioning Process	**Tab 2**

D. PUBLIC COMMENT:

This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

E. ADJOURNMENT

Next Scheduled Quarterly Visioning Workshop will be held on Wednesday, April 15, 2015

Minutes
Town of Lake Park, Florida
Visioning Workshop
Wednesday, January 21, 2015, 9:15 PM
Town Commission Chamber, 535 Park Avenue

The Town Commission met for the purpose of a Visioning Workshop on Wednesday, January 21, 2015 at 9:15 p.m. Present were Mayor James DuBois, Vice-Mayor Kimberly Glas-Castro, Commissioners Erin Flaherty, Michael O'Rourke and Kathleen Rapoza, and Town Clerk Vivian Mendez.

Town Clerk Mendez performed the roll call and Mayor DuBois led the pledge of allegiance.

SPECIAL PRESENTATIONS/REPORTS

1. **Recap of the Previous Visioning Process Meeting**
2. **Continuing the Visioning Process**

The Commission discussed the concept of visioning versus master planning and came to consensus to create a master list of project areas that they could focus their attention on. The following is the master list of projects and the areas:

- Noise levels at parks, during events, and throughout the Town
  - Ordinance modification
  - Audible requirements/meters
  - Lieutenant Vassalotti and Sargent Johnson provided the Commission with suggested language for the modification of the noise ordinance. They provided a copy of the Town of Wellington's noise ordinance (see Exhibit "A") to use as a guide.
- Western Improvements:
  - Road projects
  - Railroad – transit station – hub
  - Water Utilities
- Bostrom Park:
  - Playground
- Marina /US 1 Mixed Use Corridor
- Natural Conservation Area/Scrub
- Silver Beach Road
- Park Avenue Extension
- Utilization of Lake Shore and Kelsey Park's
  - Dog Park
  - Amphitheatre
- CRA/Park Avenue Downtown District

The Commission requested the following information for the next Visioning Workshop scheduled for April 15, 2015:

- The Town's Capital Improvement Plan
- The Palm Beach County 5 Year Road Improvement Plan

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Rapoza and seconded by Commissioner Flaherty, and by unanimous vote, the meeting adjourned at 10:13 p.m.

_____
Mayor James DuBois

_____
Town Clerk, Vivian Mendez, CMC

Town Seal

Approved on this _____ of _____, 2015

daily. All construction activities, including machinery and equipment such as chain saws, are not included within the exemption provided herein.

(Ord. No. 99-15, § 2, 8-10-99; Ord. No. 2009-01, § 1, 6-23-2009)

Sec. 36-33. - Specific prohibitions.

The following activities shall be prohibited:

(1) Horns, signaling devices. The sounding of any horn or audible signal device of any motor vehicle, boat, train, engine, machine or stationary boiler of any kind except as required by law or as a warning. The sounding of any warning device for an unnecessary or unreasonable period of time is also prohibited.

(2) Public streets and parks. The operating or playing of any radio, television, phonograph, musical instrument or similar device on the public rights-of-way or in public parks in a manner as to be plainly audible at a distance of 100 feet from the sound source at any time.

(3) Loud speakers and sound amplifiers. The using or operating of any loud speaker, loud speaker system, sound amplifier, radio, television, phonograph, musical instrument or other similar device within or adjacent to inhabited residential land such that the sound therefrom is plainly audible across the property line of the inhabited residential land at any time. This section shall not apply to any special events, such as parades, festivals or sporting events, but shall apply to lounges, restaurants, or nightclubs.

(4) Street sales advertising. The use or operation of any loudspeaker, sound amplifier or musical instrument which produces or reproduces sound which is cast or emitted upon the public streets and sidewalks for the purpose of commercial advertising or for attracting the attention of the public to any particular building, structure or place when such sound that is emitted is plainly audible across the land line of any inhabited residential land.

(5) Machinery and construction work. The operation of any machinery, demolition equipment, construction equipment, excavating equipment, power tools, equipment of semi-mechanical devices or undertaking construction work which emits sound across the land line of an inhabited residential land between the hours of 10:00 p.m. and 7:00 a.m., Monday through Saturday. All major construction work, including grading and site preparation, assembly, erection, substantial repair, alteration or demolition of

a building or structure is prohibited anytime on Sunday. This shall not prohibit individuals from performing home repair or maintenance, between the hours of 9:00 a.m. and 6:00 p.m. on Sunday nor shall it prohibit the use of pumps or machinery which, because of its very nature and purpose, is required to be operated 24 hours a day.

(6) Lawn equipment. The operation of lawn and garden equipment that emits sound across a property line to inhabited residential land except between the hours of 7:00 a.m. and 10:00 p.m. daily and between the hours of 9:00 a.m. and 6:00 p.m. on Sundays.

New Business

TAB 4

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 4, 2015 **Agenda Item No.** 4

Agenda Title: Selection of Interim Town Manager

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[x] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager Date: 1/26/2015
Interim/Interim Town Manager

Name/Title

Originating Department: **Human Resources**	**Costs: To be Determined** Funding Source: Acct. # [ ] Finance _____	**Attachments:** **None**
Advertised: Date: _____ Paper: _____ **[x] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or **Not applicable in this case:** **BMT** **Please initial one.**

Summary Explanation/Background:

At the January 21, 2015 Commission meeting, staff provided the Town Commission with a verbal updated report on the selection of an Interim Town Manager and on the outcome of the background investigations of the following applicants:

- Louie Chapman, Jr. of Delray Beach, Florida; and
- Hector A. Rivera, Sr., of Palm City, Florida

Discussion ensued, and the Commission inquired into other available options. Staff reiterated the suggestion from Florida City/County Management Association (FCCMA) Senior Advisor Kurt Bressner that contact be made with applicants for the Town Manager position to determine if any of them would be interested in serving as the Interim Town Manager on a trial basis. The date identified for the selection of an Interim Town Manager by the Commission is the February 4, 2015 Commission meeting.

Staff contacted Mr. Bressner to advise him of this decision, and he provided the following response:

- The date of February 4, 2015 for the Town Commission to consider finalists for the Interim Town Manager position is not feasible. He suggested a special call meeting the following Wednesday.
- Before contact is established with the Town Manager applicants to determine their interest in serving as Interim Town Manager, the following three questions need to be answered:
    - Is there a salary range established for the Interim Town Manager? (It is important to note that no salary range has been established for this position, and there is currently no salary range for the position of Town Manager.)
    - What would be the expected duration of such assignment?
    - Will the Town offer interim housing assistance, in the form of a housing stipend in addition to the pay for the interim position. (Mr. Bressner suggested that this may help induce an applicant to consider an interim position.)

TAB 5

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 4, 2015 **Agenda Item No.** 5

Agenda Title: Authorizing the Mayor and the Town Clerk to Execute an Agreement Between Palm Beach County and the Town of Lake Park for the use of $403,591.00 in 2015-2017 CDBG funds for Lake Shore Park and Kelsey Park Improvements

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[X] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager Date: 1/27/2015

Richard Pittman, Project Manager
Name/Title

Originating Department: Town Manager	**Costs: $ 0.00** Funding Source: Special Projects Fund (301-337.319) Acct. #301-63818 [X] Finance BKR	**Attachments:** Agreement between Palm Beach County and the Town of Lake Park for use of 2015-2017 CDBG Funds. Non-Discrimination Form. Project floor plans and building footprints.
Advertised: Date: _____ Paper: _____ [X] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or **Not applicable in this case** RP Please initial one.

Summary Explanation/Background:
Palm Beach County is making available to the Town of Lake Park $403,591.00 in 2015-2017 Community Development Block Grant (CDBG) funds to make improvements to Lake Shore Park (building and lighting improvements) and Kelsey Park (building improvements).

Staff has prepared basic floor plans and building location "footprints" (see attached) to serve as the basis for the Request for Qualification (RFQ) from architectural design firms. Pursuant to the CDBG agreement, the RFQ package needs to be submitted to the County for review and approval by April

1, 2015. **It would be appropriate to discuss the issues that affect the proposed floor plans or building footprint at this February 4, 2015 Commission Meeting.** Plan modifications will be made that reflect the Commission's consensus and will be incorporated into the RFQ packet.

In order to receive the grant funds, both for design and construction, the Town must execute an agreement between the County and the Town. This resolution authorizes the Mayor and the Town Clerk to sign the agreement for grant funds as well as a new, non-discrimination form which the County has just implemented as part of the CDBG program. This signed agreement must go before the Board of County Commissioners for their approval before work may commence on this tightly scheduled program.

Recommended Motion: I move to authorize the Mayor and the Town Clerk to execute the agreement between Palm Beach County and the Town of Lake Park for the use of $403,591.00 of CDBG funds to make the suggested improvements in Lake Shore Park and Kelsey Park.

AGREEMENT BETWEEN PALM BEACH COUNTY

AND

TOWN OF LAKE PARK

THIS AGREEMENT, entered into on _____, by and between **Palm Beach County,** a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant Program, and the **Town of Lake Park,** a Municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 535 Park Avenue, Lake Park, FL 33403.

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a Community Development Block Grant Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, Palm Beach County, in accord with the annual Action Plan, and the **Town of Lake Park,** desire to provide the activities specified this Agreement; and

WHEREAS, Palm Beach County desires to engage the **Town of Lake Park** to implement such undertakings of the Community Development Block Grant Program.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. **DEFINITIONS**
   - (A) "County" means Palm Beach County.
   - (B) "CDBG" means the Community Development Block Grant Program of Palm Beach County.
   - (C) "DES" means Palm Beach County Department of Economic Sustainability
   - (D) "Municipality" means the **Town of Lake Park.**
   - (E) "DES Approval" means the written approval of the DES Director or his designee.
   - (F) "U.S. HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.
   - (G) "Low- and Moderate- Income Persons" means the definition set by U.S. HUD.

2. **PURPOSE**
   The purpose of this Agreement is to state the covenants and conditions under which the Municipality will implement the Scope of Services set forth in this Agreement.

3. **CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE**
   The Municipality shall implement the herein described improvements to Kelsey Park located at 601 Federal Highway and Lake Shore Park located at 600 Lake Shore Drive, which activities have been determined to be **Public Facilities and Improvements,** under 24 Code of Federal Regulations (CFR) 570.201(c). Both Parties acknowledge that the eligible activities carried out under this Agreement, as described in the scope of work in Exhibit A, will benefit **Low- and Moderate- Income Persons on an Area-Wide Basis** and meet the National Objective as defined in 24 CFR 570.208(a)(1)(i).

4. **GENERAL COMPLIANCE**

The Municipality shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including subpart K of these regulations, except that (1) the Municipality does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Municipality does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Municipality also agrees to comply with all other Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The Municipality further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

5. **SCOPE OF SERVICES**

The Municipality shall, in a satisfactory and proper manner as determined by DES, perform the tasks necessary to complete the improvements outlined in Exhibit A as attached hereto and made a part hereof.

6. **MAXIMUM COMPENSATION**

The Municipality agrees to accept as full payment for services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and DES Director or designee-approved expenditures and encumbrances made by the Municipality under this Agreement, which shall not be unreasonably withheld. These services shall be performed in a manner satisfactory to DES. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of $403,591 for the period of March 10, 2015, through and including March 31, 2017. Any funds not obligated by the Agreement expiration date shall remain with the County and no longer be eligible for reimbursement to the Municipality.

7. **TIME OF PERFORMANCE**

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U. S. HUD under Grant Nos. B-13-UC-12-0004 and B-14-UC-12-0004. The effective date shall be the date of execution of this Agreement, and the services of the Municipality shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be completed prior to March 31, 2017.

8. **METHOD OF PAYMENT**

The County agrees to make payments and to reimburse the Municipality for all budgeted costs permitted by Federal, State, and County guidelines. The Municipality shall not request reimbursement for payments made by the Municipality before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement, and in no event shall the County provide advance funding to the Municipality or any subcontractors hereunder. The Municipality shall request payments or reimbursements from the County by submitting to DES proper documentation of expenditures consisting of originals of invoices, receipts, or other evidence of indebtedness, and when original documents cannot be presented, the Municipality may furnish copies if deemed acceptable by DES. Each request for payment or reimbursement submitted by the Municipality shall be accompanied by a letter from the Municipality, provided on the Municipality's letterhead, referencing the name of the project funded herein, the date of this Agreement and/or its document number, and containing a statement requesting the payment or reimbursement and its amount, as well as the name and signature of the person making the request. Payment shall be made by the Palm Beach County Finance Department upon presentation of the aforesaid proper documentation of expenditures as approved by DES. The Municipality may at any time after the expiration of this agreement request from the County reimbursement for payments made by the Municipality during the term of this Agreement by submitting to DES the aforesaid proper documentation of expenditures, and the Palm Beach County Finance Department shall make payment as stated above, provided that DES has determined that the funds allocated to the Municipality through this agreement are still available for payment, and provided that DES approves such payment.

9. CONDITIONS ON WHICH PAYMENT IS CONTINGENT

(A) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The Municipality shall implement this Agreement in accordance with applicable Federal, State, County, and local laws, ordinances and codes. The Federal, State, and County laws, ordinances and codes are minimal regulations supplemented by more restrictive guidelines set forth by DES. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the DES Director or designee. Should a project receive additional funding after the commencement of this Agreement, the Municipality shall notify DES in writing within thirty (30) days of receiving notification from the funding source and submit a cost allocation plan for approval by the DES Director or designee within forty-five (45) days of said official notification.

(B) FINANCIAL ACCOUNTABILITY

The County may have a financial systems analysis and/or an audit of the Municipality or of any of its subcontractors, by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine if the project is being managed in accordance with Federal, State, and County requirements.

(C) SUBCONTRACTS

Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be submitted by the Municipality to DES and approved by DES prior to execution of any subcontract hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations. This includes ensuring that all consultant contracts and fee schedules meet the minimum standards as established by Palm Beach County and HUD. Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts. All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursables will be at cost. None of the work or services covered by this Agreement, including, but not limited to, consultant work or services, shall be subcontracted or reimbursed without prior written approval of the DES Director or his designee.

(D) PURCHASING

All purchasing for services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed by the Palm Beach County Purchasing Code, as well as Federal Management Circulars A-87, A-102, A-128, and 24 CFR Part 85 (also known as the Common Rule), which are incorporated herein by reference.

(E) REPORTS, AUDITS, AND EVALUATIONS

Payment will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(F) ADDITIONAL DES, COUNTY, AND U.S. HUD REQUIREMENTS

DES shall have the right under this Agreement to suspend or terminate payments if after fifteen (15) days written notice the Municipality has not complied with any additional conditions that may be imposed, at any time, by DES, the County, or U.S. HUD.

(G) PRIOR WRITTEN APPROVALS - SUMMARY

The following activities among others require the prior written approval of the DES Director or designee to be eligible for reimbursement or payment:

(1) All subcontracts and agreements pursuant to this Agreement;
(2) All capital equipment expenditures of $1,000 or more;
(3) All out-of-county travel; (travel shall be reimbursed in accordance with Florida Statutes, Chapter 112.061);
(4) All change orders;
(5) All requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit A; and
(6) All rates of pay and pay increases paid out of CDBG funds, whether for merit or cost of living.

(H) PROGRAM - GENERATED INCOME

All income earned by the Municipality from activities financed, in whole or in part, by funds provided hereunder must be reported and returned annually to DES. Such income shall only be used to undertake the activities authorized by this Agreement, or shall be returned to DES. Accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference.

The Municipality may request that said program income be used to fund other eligible uses, subject to DES approval, and provided that the Municipality is in compliance with its obligations as contained within this Agreement (including the attached Exhibits herein). The Municipality shall only use such program income to fund "basic eligible activities" as defined by Federal Community Development Block Grant Regulations (24 CFR Part 570). The Municipality hereby agrees that the provisions of this Agreement shall also apply to these "basic eligible activities" as funded with the Municipality's program income.

The requirements of this section shall survive the expiration of this Agreement.

10. NON-DISCRIMINATION

The Municipality warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

Municipality has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the Municipality does not have a written non-discrimination policy or one that conforms to the County's policy, it has acknowledged through a signed statement provided to County that Municipality will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

11. OPPORTUNITIES FOR RESIDENTS AND SMALL/MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project. The Municipality shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Municipality shall make a positive effort to utilize small business and minority/women-owned business enterprises of supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible these

small business and minority/women- owned business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the CDBG Annual Consolidated Plan approved by U.S. HUD.

12. PROGRAM BENEFICIARIES

At least fifty-one percent (51%) of the beneficiaries of a project funded through this Agreement must be Low- and Moderate- Income Persons. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. The project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. Upon request from DES, the Municipality shall provide written verification of compliance.

13. EVALUATION AND MONITORING

The Municipality agrees that DES will carry out periodic monitoring and evaluation activities as determined necessary by DES and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. The Municipality agrees to furnish upon request to DES, or the County's designees copies of transcriptions of such records and information as is determined necessary by DES. The Municipality shall submit status reports required under this Agreement on forms approved by DES to enable DES to evaluate progress. The Municipality shall provide information as requested by DES to enable DES to complete reports required by the County or HUD. The Municipality shall allow DES, or HUD to monitor the Municipality on site. Such visits may be scheduled or unscheduled as determined by DES or HUD.

14. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as DES, the County, U.S. HUD, or the Comptroller General of the United States may deem necessary, there shall be made available by the Municipality to DES, U.S. HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement. If during the year, the Municipality expends over $500,000 of Federal awards, the Municipality shall comply with the provisions of OMB Circular A-133. The Municipality shall submit a single audit, including any management letter, made in accordance with the general program requirements of OMB Circulars A-110, A-122, A-133, and other applicable regulations within the earlier of, 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period in which DES-administered funds are expended. Said audit shall be made by a Certified Public Accountant of the Municipality's choosing, subject to the County's approval. In the event the Municipality anticipates a delay in producing such audit, the Municipality shall request an extension in advance of the deadline. The cost of said audit shall be borne by the Municipality. In the event the Municipality is exempt from having an audit conducted under A-133, the Municipality shall submit audited financial statements and/or the County reserves the right to conduct a "limited scope audit" of the Municipality as defined by A-133. The County shall provide technical assistance to the Municipality, as deemed necessary by the County.

15. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Municipality agrees to comply with the applicable uniform administrative requirements as described in Federal Community Development Block Grant Regulations 24 CFR 570.502.

16. CDBG FUNDING AT EXPIRATION

Upon expiration or termination of this Agreement, any funds not obligated by the Municipality shall remain with the County and no longer be available for reimbursement to the Municipality. Municipality shall transfer to the County any accounts receivable that are attributable to the use of CDBG funds. Any real property under the Municipality's control upon expiration of this Agreement which was acquired or improved in whole or part with CDBG in the excess of $25,000 must either be used to meet one of the national objectives in Federal Community

Development Block Grant Regulations 24 CFR 570.508 for a period of five years after expiration of this Agreement (unless a longer period is specified elsewhere in this Agreement), or, the Municipality shall pay the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

17. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the Municipality for the purpose of this Agreement shall be made available to the County by the Municipality at any time upon request by the County, DES, or the Palm Beach County Inspector General's office, as indicated herein. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to DES if requested. In any event, the Municipality shall keep all documents and records for five (5) years after expiration of this Agreement.

18. INDEMNIFICATION

Each party to this Agreement shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify, defend, and hold harmless the Municipality against any actions, claims, or damages arising out of the County's negligence in connection with this Agreement, and the Municipality shall indemnify, defend, and hold harmless the County against any actions, claims, or damages arising out of the Municipality's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions. The Municipality shall hold the County harmless and shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Municipality. The provisions of this indemnification clause shall survive the termination of this Agreement.

19. INSURANCE BY MUNICIPALITY:

Without waiving the right to sovereign immunity as provided by S. 768.28 F.S., the Municipality acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of $200,000 Per Person and $300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature. In the event the Municipality maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under s.768.28 F.S., the Municipality shall agree to maintain said insurance policies at limits not less than $500,000 combined single limit for bodily injury or property damage.

The Municipality agrees to maintain or to be self-insured for Workers' Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, the Municipality shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which County agrees to recognize as acceptable for the above mentioned coverage.

Compliance with the foregoing requirements shall not relieve the Municipality of its liability and obligations under this Agreement.

20. MAINTENANCE OF EFFORT

The intent and purpose of this Agreement is to increase the availability of the Municipality's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Municipality. The Municipality agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

21. CONFLICT OF INTEREST

The Municipality covenants that no person who presently exercises any functions or responsibilities in connection with the Project, has any personal financial interest, direct or indirect, in the target areas or any parcels therein, which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the Municipality. Any possible conflict of interest on the part of the Municipality or its employees shall be disclosed in writing to DES provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation of low and moderate-income residents of the project area.

22. CITIZEN PARTICIPATION

The Municipality shall cooperate with DES in the implementation of the Citizen Participation Plan by establishing a citizen participation process to keep residents informed of the activities the Municipality is undertaking in carrying out this Agreement. Representatives of the Municipality shall attend meetings and assist DES in the implementation of the Citizen Participation Plan, as requested by DES.

23. RECOGNITION

All facilities purchased or constructed pursuant to this Agreement shall be clearly identified as to funding source. The Municipality will include a reference to the financial support herein provided by DES in all publications and publicity. In addition, the Municipality will make a good faith effort to recognize DES's support for all activities made possible with funds made available under this Agreement.

24. AGREEMENT DOCUMENTS

The following documents are herein incorporated by reference and made a part hereof, and constitute and be referred to as the Agreement; and all of said documents taken as a whole constitute the Agreement between the parties hereto and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:

(A) This Agreement, including its Exhibits, which the County may revise from time to time, as required, and to be provided for use by the Agency;
(B) Office of Management and Budget Circulars A-87, A-102, A-133, and 24CFR Part 85;
(C) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
(D) Executive Orders 11246, 11478, 11625, 12432, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
(E) Executive Orders 11063, 12259, 12892, Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
(F) Florida Statutes, Chapter 112;
(G) Palm Beach County Purchasing Code;
(H) Federal CDBG Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
(I) The Municipality's personnel policies and job descriptions; and
(J) The Municipality's Certificate of Insurance.

The Municipality shall keep an original of this Agreement, including its Exhibits, and all Amendments thereto, on file at its principal office.

25. TERMINATION AND SUSPENSION

In the event of early termination, the Municipality shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Municipality, and the County may withhold any payment to the Municipality until such time as the exact amount of damages due to the County from the Municipality is determined.

(A) **TERMINATION FOR CAUSE**

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments, in whole or part, by giving written notice to the other party of such termination or suspension and specify the effective date of termination or suspension. Upon early termination, the County shall pay the Municipality for services rendered pursuant to this Agreement, through and including the date of termination.

(B) **TERMINATION FOR CONVENIENCE**

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon early termination, the County shall pay the Municipality for services rendered pursuant to this Agreement, through and including the date of termination.

(C) **TERMINATION DUE TO CESSATION**

In the event the Grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date U.S. HUD specifies.

In the event the Municipality ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Municipality has ceased or suspended its operation shall be made solely by the County, and the Municipality, its successors or assigns in interest agrees to be bound by the County's determination. Upon early termination, the County shall pay the Municipality for services rendered pursuant to this Agreement, through and including the date of termination.

26. SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

27. AMENDMENTS

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the governing body of the Municipality, and signed by both parties.

28. NOTICES

All notices required to be given under this Agreement shall be sufficient when delivered to DES at its office at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and to the Municipality when delivered to its address on Page 1 of this Agreement.

29. INDEPENDENT AGENT AND EMPLOYEES

The Municipality agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not Palm Beach County employees and are not subject to the County provisions of the law applicable to County employees relative to employment, hours of work, rates of compensation, leave, unemployment compensation and employee benefits.

30. **NO FORFEITURE**
The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.

31. **PUBLIC ENTITY CRIMES**
As provided in F.S. 287.133 by entering into this Agreement or performing any work in furtherance hereof, the Municipality certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a).

32. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL**
Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Agency, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 to 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

33. **EXCLUSION OF THIRD PARTY BENEFICIARIES**
No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Municipality.

34. **COUNTERPARTS OF THE AGREEMENT**
This Agreement, consisting of twenty-two (22) enumerated pages which include the Exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

35. **ENTIRE UNDERSTANDING**
This Agreement and its provisions merge any prior agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

WITNESS our Hands and Seals on this _____ day of _____, 20__.

(MUNICIPALITY SEAL BELOW)

TOWN OF LAKE PARK

By: _____
James DuBois, Mayor

By: _____
Vivian Mendez, Town Clerk

By: _____
Attorney for Municipality
(Signature Optional)

(COUNTY SEAL BELOW)

PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS

By: _____
Shelley Vana, Mayor
Palm Beach County

ATTEST: Sharon R. Bock,
Clerk & Comptroller

By: _____
Deputy Clerk

Document No.: _____

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Department of Economic Sustainability

By: _____
James Brako,
Assistant County Attorney III

By: _____
Sherry Howard,
Deputy Director

EXHIBIT A
WORK PROGRAM NARRATIVE

1. MUNICIPALITY OBLIGATIONS:

A. **PROFESSIONAL SERVICES:** The Municipality shall advertise and procure the services of an architect or engineering consultant (a Florida Licensed Professional Architect or Engineer) to provide design services to create plans and specifications for the restroom demolition/reconstruction contract and the site lighting contract at Lake Shore Park and Kelsey Park in the Town of Lake Park. . The consultant shall also prepare, obtain and review bids, prepare contract documents, inspect work in progress, recommend payment to contractors, and provide other professional services customarily provided by similar professionals for this type of project. The consultant shall also coordinate the design and construction work with the asbestos abatement contractor, if necessary.

The Municipality shall procure such services as permitted under the purchasing requirements contained herein provided that the Municipality first obtain DES approval of its solicitation method as well as DES approval of the Municipality's award of the contract for consultant services.

The Municipality's procurement of the consultant shall be a formal competitive proposal process in compliance with the Palm Beach County Purchasing Code. The Municipality understands that the aforesaid process for the procurement of its consultant is set forth as a Request for Submittal (RFS), Request for Proposal (RFP) or a Request for Quote (RFQ) in the Palm Beach County Purchasing Code, and the Municipality agrees to procure these services according to the requirements contained therein.

The procurement process of the consultant shall incorporate any sub-consultants which shall be funded as reimbursables under the consultant's contract for services. Reimbursement for sub-consultants shall be at cost. Such sub-consultants may include surveyors, testing services, or others as deemed necessary for the nature of the project. (Note: The consultant's compensation shall not be based on a percentage of construction costs, nor a cost plus percentage of cost).

Before seeking submittals from consultants, the Municipality shall submit the following to DES and obtain DES's approval to proceed with the solicitation of submittals: a copy of the RFS/RFP/RFQ document that describes the project and the desired scope of work, contains the public entity crimes statement if required by F.S. 287.133, and specifies the factors to be used to evaluate respondents. At minimum, the solicitation shall seek a description of the respondents' approach and understanding of the project, and a description of the work proposed by the respondents to complete the project. The solicitation may seek work references from respondents, and a price for their services.

After receiving and evaluating proposals, the Municipality shall obtain DES approval prior to awarding the contract for consultant services to be funded through this Agreement. In this regard, the Municipality shall provide DES the required documentation according to the RFS/RFP/RFQ bid proposal letter which will be transmitted upon approval to bid for the consultant.

Performance Benchmarks for Consultant Selection:

Draft RFP to DES by;	April 1, 2015
Final RFP Document to DES by:	June 1, 2015
Advertising Period Complete by:	July 1, 2015
Contract Award Recommendation to DES by:	October 1, 2015

B. **PROJECT DEFINITION:** The improvements described below are to be made at Kelsey Park and Lake Shore Park. The Parks are adjacent to Lake Shore Drive, which divides the sites. The Parks' close proximity to one another and similar scope of work will allow for the following:

- The planned improvements to accommodate both sites will include restroom demolitions, renovations, building construction and related site improvements. The restroom/site improvements at Kelsey Park and Lake Shore Park shall be bid as **one** construction contract.

- The site lighting at Lake Shore Park shall be bid separately as **one** contract.

I. Scope of Work: Lake Shore Park (600 Lake Shore Drive)

- Construction Contract
  - Removal of interior walls and fixtures from existing restroom building
  - Re-roof, reconfigure and remodel interior to meet needs of park users
  - Construct a new building with ADA compliant restrooms to meet needs of park users, complete with A/C unit, related amenities, site work, mechanical upgrades (where necessary) and landscaping.
- Site Lighting Contract
  - Removal of existing deteriorated poles and fixtures
  - Supply and installation of a new lighting system
  - Related electrical improvements (where necessary)

II. Scope of Work: Kelsey Park (601 Federal Highway)

- Construction Contract
  - Demolition of two (2) existing structures
  - Construction of one ADA compliant restroom facility of approximately 580 S.F. with related amenities, site work and landscaping

(1) Should the Municipality use brand names in the bid package/drawings/ specifications for this project, then these documents shall:

(a) Clearly note that the specified brand name is used for descriptive purposes only,
(b) State that "equal" equipment or materials will be accepted, and
(c) Identify the minimum requirements to establish equality.

The Municipality agrees that the use of more than one brand name shall not be regarded as having met the above requirements.

(2) The Municipality shall submit its bid packages/drawings/specifications, and an itemized opinion of probable construction costs, prepared by its consultant, to DES and obtain a letter of approval prior to bidding the construction contract and the lighting contract. Furthermore, the Municipality shall obtain DES approval prior to issuing any addenda to its bid documents for either contract.

(3) The Municipality shall prioritize the work in the project, and shall bid such work in a manner that would allow the receipt of itemized costs from bidders which would then allow the award of items that can be funded by the budget provided that the extent of work awarded will result in a functioning facility in the opinion of DES.

(4) The Municipality shall assure that neither the prime contractor nor any subcontractor shall be allowed to perform one hundred percent (100%) of their work on this project on nights, weekends, or County recognized holidays, and shall assure that the prime contractor and all subcontractors shall, at a minimum, perform work on this project for the duration of one regular working day. The Municipality may

request DES for a waiver to the above requirement should the nature of the project so necessitate, and in such instance, DES may, at its discretion, grant the Municipality such waiver.

(5) The Municipality shall not award the construction contract nor the lighting contract until sufficient funding is available to complete the established scopes of work. All construction work **at both locations** shall be included in **one** contract. The lighting contract for Lake Shore Park shall be a **separate** contract. The Municipality shall obtain DES approval prior to awarding the contracts to be funded through this Agreement. After awarding said contracts, the Municipality shall obtain DES approval prior to executing any change orders to the contracts.

(6) Should the construction contract amount for these two contracts exceed the amount to be funded by the County through this Agreement, then the Municipality shall fund all amounts in excess of the amount to be funded by the County. The Municipality may request the County to participate with a portion of the County's funding for construction costs first prior to participating with its funds. Under such a scenario, the Municipality would disburse an amount up to 75% of the County's funding amount made available for the project through this Agreement for construction costs and request reimbursement from the County for such amount, then disburse its portion of funding for the project (without being reimbursed by the County for such amount), and finally, the Municipality would disburse an amount equivalent to the County's remaining funding amount made available for the project through this Agreement for construction costs and request reimbursement from the County for such amount.

The Municipality shall first disburse 100% of their funds toward the contract amount, and shall provide DES with satisfactory documentation in this regard. DES will then fund the contract amount contained herein and as presently available in this project's budget in the form of a reimbursement to the City.

(7) The Municipality shall not request reimbursement from DES for materials or equipment received and stored on the project site or elsewhere. The Municipality shall only request reimbursement for materials and equipment that have been installed.

(8) The Municipality shall inform DES of any environmental findings or conditions discovered during activity implementation. Applicable mitigation measures must be incorporated in order to proceed with the project. Such mitigation measures may affect the total project cost.

The Municipality further agrees that DES, in consultation with any parties it deems necessary, shall be the final arbiter on the Municipality's compliance with the above.

C. **ASBESTOS REQUIREMENTS:** The Municipality shall comply with all applicable requirements contained in Exhibit C, attached hereto, for demolition and construction work in connection with the project funded through this Agreement.

D. **DAVIS-BACON ACT:** The Municipality shall request the County to obtain a Davis-Bacon wage decision for the project prior to advertising the construction and lighting work. The Municipality shall incorporate a copy of the Davis-Bacon wage decision and disclose the requirements of the Davis-Bacon Act in its construction and lighting bid solicitation and contract.

E. **BONDING REQUIREMENTS:** The Municipality shall comply with the requirements of 24 CFR Part 85 in regard to bid guarantees, performance bonds, and payment bonds. For contracts exceeding $100,000, the Municipality shall require a bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required

within the time specified. In addition, for contracts exceeding $100,000, the Municipality shall also require a performance bond on the part of the contractor for 100 percent (100%) of the contract price and a payment bond on the part of the contractor for 100 percent (100%) of the contract price.

A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. All bonds shall be executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida. The Municipality may follow its own requirements relating to bid guarantees, performance bonds, and payment bonds for contracts of $100,000, or less.

F. **CONSTRUCTION PAYMENT RETAINAGE:** Throughout the term of the contracts, the Municipality shall withhold retainage upon each progress draw at the maximum percentage allowed by Florida law. The Municipality shall abide by Florida law regarding the payment of retainage funds and project closeout procedures. The Municipality shall ensure that its contractor and subcontractors have complied with the requirements of the Davis-Bacon Act, and that satisfactory project closeout documentation has been submitted and approved by DES.

G. **FORMER PROJECTS:** The Municipality shall maintain all previously completed CDBG funded projects. Failure to do so will result in forfeiture of future CDBG funds and will delay funding for ongoing activities.

H. **PERFORMANCE REQUIREMENTS:** The time frame for completion and project close-out of both the lighting and construction contract shall be March 31, 2017. The Municipality shall meet these performance requirements by the timely performance, documentation, and completion of the following tasks:

Design Complete by:	January 1, 2016
Advertise, Accept Bids, & Award Contracts by:	May 1, 2016
Start Construction by:	July 1, 2016
Complete Construction Contracts by:	January 1, 2017
Submit All Final Reimbursement Requests by:	March 1, 2017

I. **REPORTS:** The Municipality shall submit to DES a detailed Monthly Performance Report in the form provided as Exhibit B to this Agreement. Each Report must account for the total activity for which the Municipality is funded under this Agreement, and a Municipality representative must certify that all of the Municipality's Monthly Performance Requirements contained herein have been met during the reporting period. These Monthly Performance Reports shall be used by DES to assess the Municipality's progress in implementing the project.

This Agreement may be amended to decrease and/or recapture funds from the Municipality depending upon the timely completion of the performance requirement deadlines and/or the rate of expenditure of funds, as determined by DES.

The Municipality may be subject to decrease and/or recapture of project funds by the County if the above Monthly Performance Requirements are not met. Failure by the Municipality to comply with these requirements may negatively impact ability to receive future grant awards.

J. **USE OF THE PROJECT FACILITY/PROPERTY:** The Municipality agrees in regard to the use of the facility/property whose improvements are being funded in part or in whole by CDBG funds as provided by this Agreement, that for a period of five (5) years after the expiration date of this Agreement (as may be amended from time to time):

(1) The Municipality may not change the use or planned use, or discontinue use, of the facility/property (including the beneficiaries of such use) from that for which the acquisition or improvements are made, unless the Municipality provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change and either:

a. The new use of the facility/property qualifies as meeting one of the national objectives defined in the regulations governing the CDBG program, and is not a building for the general conduct of government; or

b. The requirements of paragraph (2) of this section are met.

(2) If the Municipality determines, after consultation with affected citizens, that it is appropriate to change the use of the facility/property to a use which does not qualify under paragraph (1) (a) of this section or discontinue the use of the facility/property, it may retain or dispose of the facility for such use if the County is reimbursed in the amount of the current fair market value of the facility/property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvements to the facility/property. The final determination of the amount of any such reimbursement to the County under this paragraph shall be made by the County.

(3) Following the reimbursement of CDBG funds by the Municipality to the County pursuant to paragraph (2) above, the facility/property will then no longer be subject to any CDBG requirements.

The provisions of this clause shall survive the expiration of this Agreement.

K. **SECTION 3 REQUIREMENTS:** The Municipality agrees to comply with all Section 3 requirements applicable to contracts funded through this Agreement. Information on Section 3 is available at DES upon request. The Municipality shall include the following, referred to as the Section 3 Clause, in every solicitation and every contract for every Section 3 covered project:

Section 3 Clause

(1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170 1u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(2) The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

(6) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

L. **ENVIRONMENTAL CONDITIONS:** The County has performed an Environmental Review (ER) of the project to assess existing conditions and identify all potential environmental impacts, whether beneficial or adverse, and any required conditions or mitigation measures that Municipality must consider in the design and implementation of the project. The Municipality acknowledges that it has received notification from DES containing the results of the ER. The notification letter included a description of any conditions and mitigation measures required to be undertaken by the Municipality. Where applicable, the Municipality shall submit to DES a plan of action and an implementation schedule for complying with the identified conditions requiring mitigation. The Municipality shall comply with all requirements established by the County emulating from the completion of the ER.

ER costs incurred by the County may be charged to the project identified above. In addition, the Municipality shall immediately inform DES of any environmental findings or conditions discovered during activity implementation, and agrees that applicable mitigation measures, subject to DES approval, shall be incorporated in order to proceed with the project. The Municipality acknowledges that such mitigation measures may affect the total project cost and that Municipality may be responsible for implementation of corrective actions and the costs associated therewith.

2. COUNTY OBLIGATIONS:

A. Provide funding for the above specified improvements as described above in "Project Scope", during the term of this Agreement, in the amount of $403,591. However, the County shall not provide any funding for the construction work until the Municipality provides documentation showing that sufficient funds are committed and available to complete the project.

B. Provide project administration and inspection to the Municipality to ensure compliance with U.S. HUD and the Department of Labor, and applicable State, Federal and County laws and regulations.

C. Monitor the Municipality at any time during the term of this Agreement. Visits may be announced or unannounced, as determined by DES, and will serve to ensure compliance with U.S. Department of HUD regulations that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to DES on program activities.

D. Perform Davis-Bacon Act Labor Standards monitoring and enforcement.

E. Allowable costs that may be paid by the County under this Agreement in addition to those stated in 2.A above:

(1) Costs of asbestos surveys, asbestos abatement, and abatement monitoring.
(2) Costs of any other services customarily associated with projects of the nature of the project contemplated by this Agreement.

The County shall review requests by the Municipality for expenditures on the above items prior to undertaking the services associated with them, and approve any such expenditure it deems appropriate for this project.

EXHIBIT B

PALM BEACH COUNTY ECONOMIC SUSTAINABILITY

MONTHLY PERFORMANCE REPORT

Report For:	Month: _____ Year: _____
Sub-recipient Name:	**Town of Lake Park**
Project Name:	**Restroom Demolitions, Renovations, Reconstruction and Lighting**
Report Prepared By:	_____ Name Signature Date

BUDGETING AND EXPENDITURES

Amounts Expended this Reporting Period: CDBG Funds:$_____ Other Funds:$_____

Amounts Expended to Date:

//////////////////////////////////////	BUDGETED	EXPENDED	PERCENTAGE
CDBG Funds:	$ 403,591.00	$	%
Other Funds:_____	$	$	%
Other Funds:_____	$	$	%
TOTAL:	$	$	%

Describe any changes in budgeted amounts during this reporting period and the source of funds:
_____
_____
_____

Describe your efforts to obtain any additional funds for the project during this reporting period (if your project is underfunded): _____
_____
_____

PROJECT ACTIVITIES

Describe your accomplishments during the reporting period: _____
_____
_____

Describe any problems encountered during this reporting period: _____
_____
_____

Other comments: _____
_____
_____

I, _____, **do hereby certify that the Town of Lake Park has met all of its Monthly Performance Requirements (Exhibit A, Paragraph H) referenced in the Agreement during this reporting period.**

_____
Name & Title of Certifying Representative

Send Monthly Performance Report to: Bud Cheney, Manager of CIREIS
Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

EXHIBIT C

ASBESTOS REQUIREMENTS
SPECIAL CONDITIONS FOR DEMOLITION AND RENOVATION OF BUILDINGS

The provisions of this part apply to all demolition and renovation work contemplated in this Agreement and described in Exhibit A of this Agreement.

I. DEFINITIONS

ACM:	Asbestos Containing Materials
AHERA:	Asbestos Hazard Emergency Response Act
EPA:	Environmental Protection Agency
FLAC:	Florida Licensed Asbestos Consultant
DES:	Palm Beach County Department of Housing and Community Development
NESHAP:	National Emission Standards for Hazardous Air Pollutants
NRCA:	National Roofing Contractors Association
NVLAP:	National Voluntary Laboratory Accreditation Program
OSHA:	Occupational Safety & Health Administration
PBCAC:	Palm Beach County Asbestos Coordinator (in Risk Management)
PLM:	Polarized Light Microscopy
RACM:	Regulated Asbestos Containing Materials
TEM:	Transmission Electron Microscopy

II. ASBESTOS SURVEYS

All properties scheduled for renovation or demolition are required to have a comprehensive asbestos survey conducted by a Florida Licensed Asbestos Consultant (FLAC). The survey shall be conducted in accordance with AHERA guidelines. Analysis must be performed by a NVLAP accredited laboratory.

For Renovation Projects (projects which will be reoccupied):

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
    1. Assume the material is greater than 1% and treat it as RACM, or
    2. Require verification by point counting
- Samples of resilient vinyl floor tile indicating asbestos not detected must be confirmed by transmission electron microscopy (TEM)
- Joint compound shall be analyzed as a separate layer
- Roofing material shall be sampled only if a renovation requires the roof to be disturbed. In lieu of sampling the roof, it will be presumed to contain asbestos

For Demolition Projects:

- Point counting should be conducted on all RACM indicating 1% - 10% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
    1. Assume the material is greater than 1% and treat it as RACM, or
    2. Require verification by point counting
- Composite sample analysis is permitted for drywall systems (combining the drywall and joint compound constituents)
- All Category I and II non-friable materials, as defined in EPA/NESHAP, shall be sampled to determine asbestos content

If the Agency (or Municipality, as applicable) has a recent asbestos survey report prepared by a Florida Licensed Asbestos Consultant, a copy may be provided to DES for review by the PBCAC to determine if the survey is adequate to proceed with renovation/demolition work. If no survey is available, a survey may be initiated by the Agency (or Municipality, as applicable) or requested by DES. If the survey is through DES, a copy of the completed survey will be forwarded to the Agency (or Municipality, as applicable).

III. ASBESTOS ABATEMENT

A. RENOVATION

(a) Prior to a renovation, all asbestos containing materials that will be disturbed during the renovation, must be removed by a Florida Licensed Asbestos Contractor under the direction of a FLAC. Exceptions may be granted by DES prior to the removal. The Agency (or Municipality, as applicable) must obtain approval for all exceptions from DES. DES will request the PBCAC to review and approve all exceptions.

(b) Asbestos abatement work may be contracted by the Agency (or Municipality, as applicable) or by DES upon request.

(c) If the Agency (or Municipality, as applicable) contracts the asbestos abatement, the following documents are required to be provided to the DES.

1. An Asbestos Abatement Specification (Work Plan)
2. Post Job submittals, reviewed and signed by the FLAC

(d) If the Agency (or Municipality, as applicable) requests DES to contract the asbestos abatement, DES will initiate the request through the PBCAC who will contract the asbestos abatement. DES will provide a copy of all contractor and consultant documents to the Agency (or Municipality, as applicable).

(e) Materials containing <1% asbestos are not regulated by EPA/NESHAPS. However, OSHA compliance is mandatory. OSHA requirements include training, wet methods, prompt cleanup in leak tight containers, etc. The renovation contractor must comply with US Dept of Labor, OSHA Standard Interpretation, "Compliance requirements for renovation work involving material containing <1% asbestos", dated 11/24/2003. The renovation contractor must submit a work plan to DES prior to removal of the materials.

B. DEMOLITION

All RACM must be removed by a Florida Licensed Asbestos Contractor under the direction of an FLAC prior to demolition. Examples of RACM include: popcorn ceiling finish, drywall systems, felt or paper-backed linoleum, resilient floor tile which is not intact, asbestos cement panels/pipes/shingles ("transite").

NESHAP Category I non-friable materials, such as intact resilient floor tile & mastic and intact roofing materials, may be demolished with the structure, using adequate controls. The demolition contractor shall be made aware of the asbestos-containing materials and shall exercise adequate control techniques (wet methods, etc.). Any exceptions to these guidelines shall be requested through and approved by DES prior to the removal. Demolition work should be monitored by a FLAC to ensure proper control measures and waste disposal. This is the responsibility of the Agency (or Municipality, as applicable).

(a) Asbestos Abatement work may be contracted by the Agency (or Municipality, as applicable) or by DES upon request.

(b) If the Agency (or Municipality, as applicable) contracts the asbestos abatement, the following documents must be provided to the DES and reviewed by the PBCAC.

1. An Asbestos Abatement Specification (Work Plan).
2. Post Job submittals, reviewed and signed by the FLAC.

(c) If the Agency (or Municipality, as applicable) requests DES to contract the asbestos abatement, DES will initiate the request through the PBCAC who will contract the asbestos abatement. DES will provide a copy of all contractor and consultant documents to the Agency (or Municipality, as applicable).

(d) Recycling, salvage or compacting of any asbestos containing materials or the substrate is strictly prohibited.

(e) In all cases, compliance with OSHA "Requirements for demolition operations involving material containing <1% asbestos" is mandatory.

(f) If suspect materials are discovered that were not previously sampled and identified in the survey, stop all work that will disturb these materials and immediately notify DES.

IV. NESHAP NOTIFICATION

A. RENOVATION

A NESHAP form must be prepared by the Agency (or Municipality, as applicable) or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to an asbestos activity that involves removal of regulated asbestos containing material, including linoleum, greater than 160 square feet or 260 linear feet or 35 cubic feet. For floor tile removal greater than 160 square feet, the Agency (or Municipality, as applicable) or its Contractor shall provide a courtesy NESHAP notification to the Palm Beach County Health Department at least three (3) working days prior to removal.

The Agency (or Municipality, as applicable) shall provide a copy of the asbestos survey to the renovation contractor to keep onsite during the work activity.

B. DEMOLITION

A NESHAP form must be prepared by the Agency (or Municipality, as applicable) or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to the demolition for projects demolished by the Agency (or Municipality, as applicable).

C. NESHAP FORM

The NESHAP form is available online through the Florida Department of Environmental Regulations. The notification shall be sent to the address shown below. A copy shall be included in the Agency (or Municipality, as applicable) post job documentation submitted to DES. All fees shall be paid by the Agency (or Municipality, as applicable).

Palm Beach County Department of Health
Asbestos Coordinator
800 Clematis Street
Post Office Box 29
West Palm Beach, Florida 33402

V. APPLICABLE ASBESTOS REGULATIONS/GUIDELINES

The Agency (or Municipality, as applicable), through its demolition or renovation contractor, shall comply with the following asbestos regulations/guidelines. This list is *not* all inclusive:

(a) Environmental Protection Agency (EPA) NESHAP, 40 CFR Parts 61 Subpart M National Emission Standard for Asbestos, revised July 1991

(b) Occupational Safety & Health Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101

(c) EPA: A Guide to Normal Demolition Practices under the Asbestos NESHAP, September 1992

(d) Demolition practices under the Asbestos NESHAP, EPA Region IV

(e) Asbestos NESHAP Adequately Wet Guidance

(f) Florida State Licensing and Asbestos Laws
1. Title XVIII, Chapter 255, Public property and publicly owned buildings.
2. Department of Business and Professional Regulations, Chapter 469 Florida Statute, Licensure of Asbestos Consultants and Contractors

(g) Resilient Floor Covering Institute (RFCI), Updated Recommended Work Practices and Asbestos Regulatory Requirements, current version.

(h) Florida Roofing Sheet Metal and Air Conditioning Contractors Association, NRCA,
June 1995, or current version.

(i) US Dept of Labor, OSHA Standard Interpretation
1. Application of the asbestos standard to demolition of buildings with ACM in Place, dated 8/26/2002.
2. Requirements for demolition operations involving material containing <1% asbestos, dated 8/13/1999.
3. Compliance requirements for renovation work involving material containing <1% asbestos, dated 11/24/2003.

AFFIRMATION OF NON- DISCRIMINATION POLICY

Organization Name: Town of Lake Park

Entity Type: Municipality

Authorized Representative Name: _____

Title: _____

The undersigned acknowledges that it is the express policy of the Palm Beach County Board of County Commissioners that Palm Beach County ("County") shall not conduct business with nor appropriate funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information, and that County Resolution 2014-1421, as may be amended, requires all entities doing business with the County ("Organization") to submit a copy of their written non-discrimination policies to ensure consistency with County resolution 2014-1421, as may be amended, or to provide a written statement affirming their non-discrimination policies are in conformance with County Resolution 2014-1421, as may be amended. This policy is applicable whether the Organization is public or private, for profit or not-for-profit.

Accordingly, the undersigned hereby affirms the following on behalf of the Organization:

(check applicable blanks)

_____ Organization has a written non-discrimination policy which is consistent with the requirements of County Resolution 2014-1421 and has provided a complete copy to the County for its records.

_____ Copy Attached

_____ Copy on File with PBC/DES

_____ Organization does not have a written non-discrimination policy; however Organization's policy is consistent with the requirements of County Resolution 2014-1421, as may be amended.

Signature: _____

Print Name: _____

Date: _____

RESOLUTION NO. 04-02-15

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN CLERK TO EXECUTE AND AGREEMENT BETWEEN PALM BEACH COUNTY DEPARTMENT OF ECONOMIC SUSTAINABLILITY AND THE TOWN OF LAKE PARK FOR THE USE OF $403,591 FOR THE FISCAL YEAR 2015-17 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS TO BE USED TOWARD DEMOLITION AND RECONSTRUCTION OF RESTROOMS IN LAKE SHORE PARK AND KELSEY PARK AND LAKE SHORE PARK SITE LIGHTING IMPROVEMENTS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town has determined that it is in the best interest of the community to undertake the Lake Shore Park (building and lighting improvements) and Kelsey Park (building improvements) ("Projects") for the demolishing and reconstruction of the Lake Shore Park and Kelsey Park restrooms and Lake Shore Park site lighting improvements, which are currently in a state of disrepair; and

WHEREAS, the Town is an eligible entitlement community for the Community Development Block Grant pursuant to a signed Interlocal Agreement with Palm Beach County; and

WHEREAS, the Projects falls within two of the three categories of eligible activities as defined by HUD, in as much as the Projects:

(1) will benefit low and moderate income persons on an area-wide basis; and

(2) will be a public facilities improvements; and

WHEREAS, the Projects lie entirely within a public area that is used by and available to the entire community and the general public for recreational purposes.

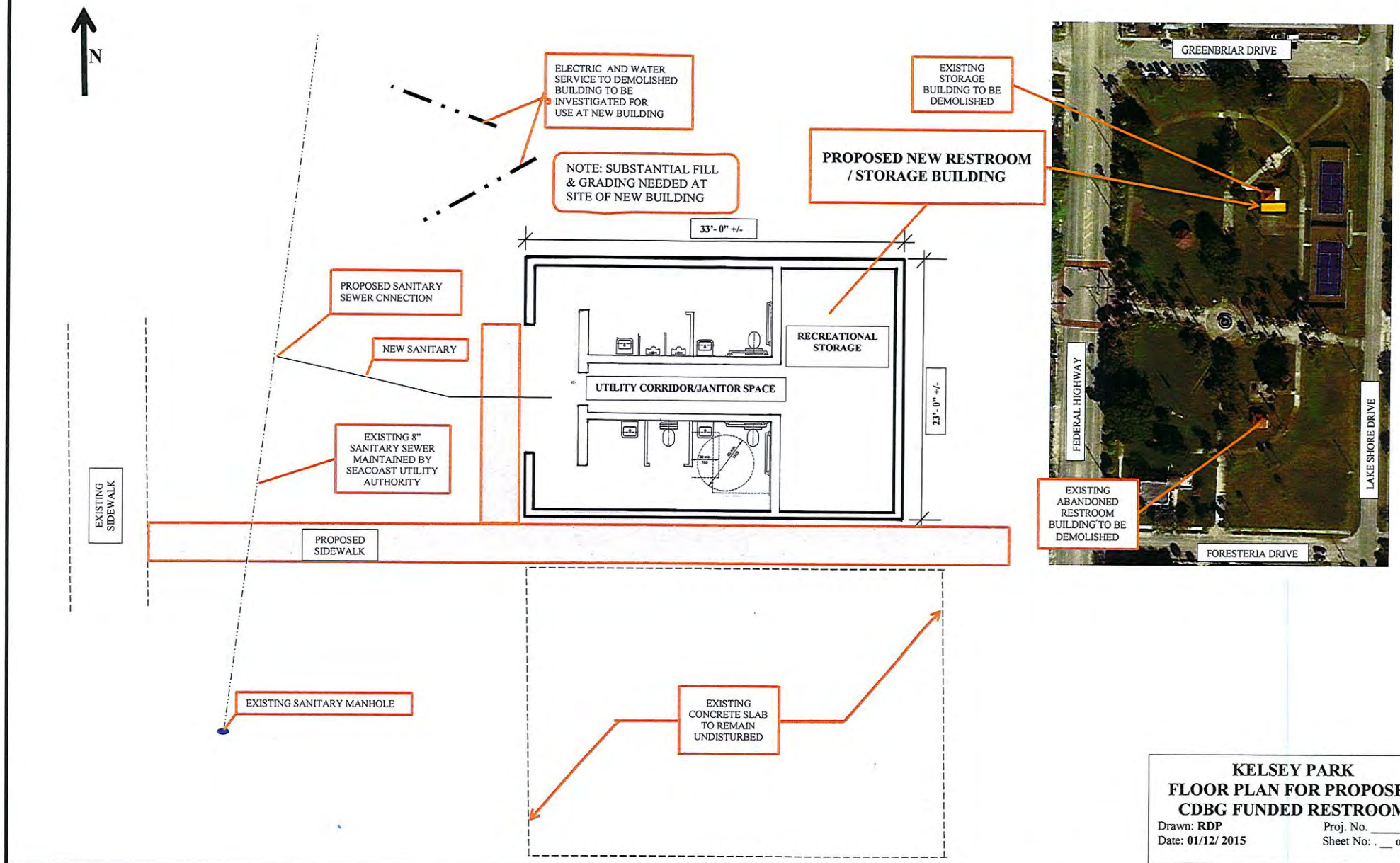
NOW, THEREFORE, BE IT RESOLVED by the Town Commission of the Town of Lake Park, Florida:

SECTION 1. The "whereas" clauses are incorporated herein as true and correct and are hereby made a specific part of this Resolution.

SECTION 2. The Town Commission hereby authorizes and directs the Mayor and the Town clerk to sign a grant agreement with Palm Beach County in the amount of $403,591 for the Fiscal Year 2015-2017 Community Development Block Grant to undertake the Projects.

SECTION 3. All funds derived from this grant will be used toward completion of the Lake Shore Park and Kelsey Park Restrooms Project.

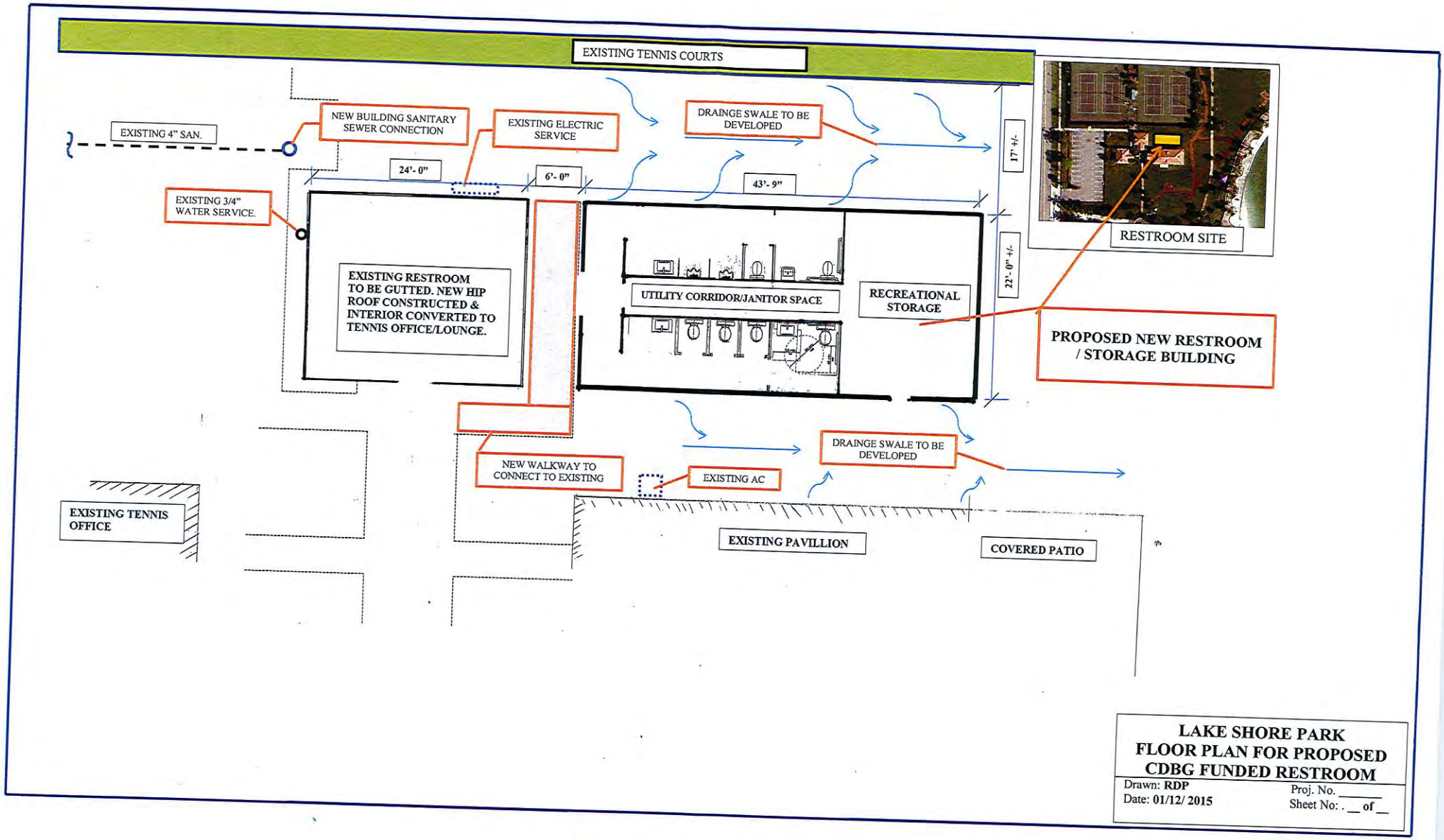
SECTION 4. This Resolution shall take effect immediately upon its adoption.



KELSEY PARK
FLOOR PLAN FOR PROPOSED CDBG FUNDED RESTROOM

Drawn: **RDP**
Date: **01/12/ 2015**

Proj. No. _____
Sheet No: . __ of __


EXISTING TENNIS COURTS
EXISTING 4" SAN.
NEW BUILDING SANITARY SEWER CONNECTION
EXISTING ELECTRIC SERVICE
DRAINGE SWALE TO BE DEVELOPED
24'- 0"
6'- 0"
43'- 9"
17' +/-
22'- 0" +/-
EXISTING 3/4" WATER SERVICE.
EXISTING RESTROOM TO BE GUTTED. NEW HIP ROOF CONSTRUCTED & INTERIOR CONVERTED TO TENNIS OFFICE/LOUNGE.
UTILITY CORRIDOR/JANITOR SPACE
RECREATIONAL STORAGE
RESTROOM SITE
PROPOSED NEW RESTROOM / STORAGE BUILDING
DRAINGE SWALE TO BE DEVELOPED
NEW WALKWAY TO CONNECT TO EXISTING
EXISTING AC
EXISTING TENNIS OFFICE
EXISTING PAVILLION
COVERED PATIO
LAKE SHORE PARK
FLOOR PLAN FOR PROPOSED
CDBG FUNDED RESTROOM
Drawn: RDP
Date: 01/12/ 2015
Proj. No. _____
Sheet No: . __ of __

TAB 6

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 4, 2015 **Agenda Item No.** 6

Agenda Title: Ratification of the Collective Bargaining Agreement between the Town of Lake Park and the Federation of Public Employees for the Period of October 1, 2014 to September 30, 2015

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[x] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager _____ **Date:** 1/26/2015
Interim/Interim Town Manager

_____
Name/Title

Originating Department: **Human Resources**	**Costs: $ -0-** Funding Source: Acct. # [ ] Finance _____	**Attachments:** **(1) Resolution;** **(2) Copy of the Collective Bargaining Agreement as tentatively agreed to between labor and management for the period of October 1, 2014 to September 30, 2015;** **(3) Copy of the Collective Bargaining Agreement in Final Format; and** **(4) Copy of the January 23, 2015 letter from the Federation of Public Employees**
Advertised: Date: _____ Paper: _____ **[x] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	**Yes I have notified everyone** **BMT** or Not applicable in this case ____ **Please initial one.**

Summary Explanation/Background:

On July 29, 2014, Union representatives contacted the Town and initiated the negotiation of a new collective bargaining agreement (the "Agreement") between the Union and the Town, since the current Collective Bargaining Agreement between the Town of Lake Park and the Federation of Public Employees, a Division of the National Federation of Public and Private Employees (AFL-CIO) (the "Union") was due to expire on September 30, 2014.

Such Agreement was collectively bargained with the Union and a Tentative Agreement was reached between management and labor. On January 22, 2015 a majority of the bargaining unit members of the Union voted to ratify the proposed Agreement. A copy of the Tentative Agreement is attached in redline format for ease of reference. A copy of the new Agreement in final format is also attached, as well as a copy of the January 23, 2015 letter from the Union documenting such ratification.

The purpose of this agenda item is ratification of the Agreement by Resolution of the Town Commission.

Recommended Motion: Approval of Resolution 05-02-15 **ratifying the Collective Bargaining Agreement between the Town of Lake Park and the Federation of Public Employees, a Division of the National Federation of Public and Private Employees (AFL-CIO) for the period of October 1, 2014 to September 30, 2015, and authorizing the Mayor to execute such Agreement.**

RESOLUTION NO. 05-02-15

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA RATIFYING THE AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND THE FEDERATION OF PUBLIC EMPLOYEES, A DIVISION OF THE NATIONAL FEDERATION OF PUBLIC AND PRIVATE EMPLOYEES (AFL-CIO) FOR THE PERIOD OF OCTOBER 1, 2014 TO SEPTEMBER 30, 2015; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida (hereinafter "Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town and the Federation of Public Employees, a Division of the National Federation of Public and Private Employees AFL-CIO (hereinafter the "Union") negotiated in good faith and reached a Collective Bargaining Agreement (hereinafter the "Agreement") for the term of October 1, 2011 to September 30, 2014, which was approved by the Town Commission on November 2, 2011; and

WHEREAS, such Agreement expired on September 30, 2014; and

WHEREAS, the Town and the Union negotiated a new collective bargaining agreement and initialed on behalf of the Town and the Union respectively a Tentative Agreement, a copy of which is attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, on January 22, 2015, a majority of the members of the Union in attendance voted to ratify the Tentative Agreement between the Town and the Union; and

WHEREAS, the Town Commission of the Town of Lake Park has reviewed the provisions of the Tentative Agreement and has determined that it is in the best interest of the Town and its covered employees to ratify the Tentative Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AS FOLLOWS:

Section 1. The whereas clauses are true and correct and are incorporated herein.

Section 2. The Town Commission hereby ratifies the Tentative Agreement reached between the Union and the Town for the period of October 1, 2014 to September 30, 2015, a

copy of which is attached hereto and incorporated herein as **Exhibit A**, and authorizes and directs the Mayor to execute such Agreement.

Section 3. This Resolution shall become effective immediately upon adoption.

Collective Bargaining Agreement

between

~~The~~the Town of Lake Park

and

The Federation of Public Employees, ~~A~~a Division of the National Federation of Public and Private Employees, (AFL-CIO)

October 1, 201~~1~~4 — September 30, 201~~4~~5

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PREAMBLE

This Collective Bargaining Agreement, hereinafter referred to as the "Agreement", is entered into by and between the Town of Lake Park, hereinafter referred to as the "Employer" or "Town", and the Federation of Public Employees, Division of the National Federation of Public and Private Employees (AFL-CIO), hereinafter referred to as the "Union".

Union _____
Date: 10-7-14

Town BMT
Date: 10/7/2014

ARTICLE I
RECOGNITION

The Town recognizes the Federation of Public Employees, A Division of the National Federation of Public and Private Employees (AFL-CIO) as the exclusive bargaining agent for all regular full-time and regular part-time operational services employees in the Town of Lake Park in the following positions:

Operations Technician I, Foreman, Foreman General Infrastructure, Custodian, ~~Dock Attendant,~~ Mechanic I and II, Facilities Mechanic I and II, Facilities Maintenance Worker I, II and III, Grounds Maintenance Worker II, Equipment Operator I, II, and III, Maintenance Worker I, II and III, Irrigation Technician I and II, ~~Facilities Maintenance Worker I, II, and III, Facilities Mechanic I and II, Grounds Maintenance Crew Leader, Irrigation Technician I and II, Maintenance Craftsman, Maintenance Worker II and III, Mechanic I and II, Operations Technician,~~ Traffic Maintenance Technician I and II, Storm ~~w~~Water Technician I and II, ~~and Grounds Maintenance Worker II~~Grounds Maintenance Crew Leader, Vehicle Maintenance Foreman, and Dock Attendant. Specifically excluded are all other employees of the Town of Lake Park.

Employees in the certified bargaining unit description under Public Employment Relations Commission (PERC) Certification No. 1504 and as amended on December 21, 2012 are the recognized bargaining unit. ~~, in case no. EL-2004-039 as it relates to RC-2004-041, dated September 20, 2004 and UC – 2007 – 016 dated October 10, 2007. Both parties shall stipulate to a unit clarification petition, which will amend the certified unit description to that noted above and this recognition shall be subject to the ultimate approval of PERC.~~

~~The parties to this Agreement shall submit a joint petition to PERC for the classification(s) of Grounds Maintenance Worker II and any other mutually agreed upon classification(s) subsequent to the ratification of this Agreement.~~

Union _____
Date: 12-11-14

Town BMT
Date: 12/11/2014

ARTICLE 2
NON-DISCRIMINATION

Section 1. All references in this Agreement to employees of the male gender are used for convenience only, and shall be construed to include both male and female employees.

Section 2. Neither the Union, its representatives or members, nor the Town, or its representatives will intimidate or coerce any employee or discriminate against any employee by reason of his membership or non-membership in any union.

Section 3. Neither the Union, its representatives or members, nor the Town or its representatives shall discriminate against any employee regardless of ~~sex, color, religion, race, creed, age, national origin, marital status, political affiliation, sexual orientation, or handicap.~~race, color, religion, national origin, sex, age, disability, familial status, marital status, sexual orientation or gender identity or expression.

Section 4. The Town and the Union agree that the provisions of this Agreement shall apply to all bargaining unit employees, without regard to ~~race, color, creed, sex, national origin, marital status, handicap, sexual orientation, religion or political affiliation.~~ race, color, religion, national origin, sex, age, disability, familial status, marital status, sexual orientation or gender identity or expression.

Union _____
Date: 10-7-14

Town BMT
Date: 10/7/2014

ARTICLE 3
DUES DEDUCTION

Section 1. Upon receipt of a lawfully executed written authorization form from a bargaining unit employee, the Town agrees to deduct the current regular Union dues from the employee's pay once each pay period and remit such deductions along with each members first, middle and last name, amount of deduction, and the date of deduction to the Union office within fifteen (15) working days from the date of deduction. The Union will notify the Town in writing, thirty (30) days prior to any change in its regular dues structure. The Employer is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and shall not honor any request of this nature other than for union dues and uniform Union assessment except for garnishment in accordance with state law.

Section 2. Any member who wishes to cancel membership in the Federation will be required to submit a notice, in writing, to the Federation with a copy to the employer, thirty (30) days in advance, authorizing cancellation of their membership/dues deduction.

Section 3. The Union shall provide the necessary Dues Deduction Authorization Form for its members, a copy of which is attached hereto as Exhibit "A".

Section 4. The Employer will provide to the Union at the Union's office, on an annual basis and as changes, modifications or adjustments, occur, a roster of all employees of this bargaining unit to include first name, middle initial, last name, I.D. #, job classification, date of hire, home address, home telephone number, and work location.

Section 5. The Union shall indemnify and hold the Town harmless against any claim made against the Town by any employee concerning any dispute over the deduction of Union dues.

Section 6. Union deductions including any amounts to the Federal Voluntary Political Action and/or Scholarship Fund shall be made in accordance with forms provided by the Federation and executed and authorized by the employee authorizing said deductions. Such deductions shall be transmitted to The Federation within thirty (30) days after the deductions have been made. The Town agrees to provide such payroll type codes as are necessary to comply with these provisions. The Federation shall hold the Town harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken by Town to comply or attempt to comply with the provisions of this section.

Union _____
Date: 10-7-14

Town BMT
Date: 10/7/2014

ARTICLE 4
UNION BUSINESS

Section 1. The Union may designate two (2) members of the bargaining unit as a Union representative, and (2) members of the bargaining unit as an alternative representative who will be permitted to act as the Union representative in the absence of the designated Union representative, such designation to be in effect during the term of this Agreement. The Union shall advise the Town, in writing, of the names of its bargaining unit representative and alternate at the time the Agreement is executed and within thirty (30) days of the date any changes are made.

Section 2. One bargaining unit representative or alternate, in the absence of the Union representatives, will be allowed up to one (1) hour without loss of pay to discuss a grievance, after obtaining permission from the representative's (or alternative's) supervisor. Such permission shall not be unreasonably withheld, but will not be granted if:

(a) Absence of the employee would jeopardize Town operations,

(b) Absence of the employee would result in overtime,

(c) Absence of the employee would result in the total time off for Union work by all employees in the bargaining unit being more than an aggregate of four (4) hours in any calendar month.

Section 3. Any member of the Board of Directors of the Union attending State and National functions of the Union will attend such functions after providing appropriate notice using accrued leave time, due compensatory time, or, if approved, leave without pay.

Section 4. The Union, its members, agents, representative or any person acting on its behalf are hereby prohibited from:

(a) Soliciting public employees during working hours of any employee who is involved in the solicitation.

(b) Distributing literature during working hours in areas where the actual work of public employees is performed, such as offices, warehouses, schools, police stations, fire stations, and any similar public installations. This section shall not be construed to prohibit the distribution of literature during the employee's lunch hour or in such areas not specifically devoted to the performance of the employee's official duties.

Union _____
Date: 10-7-14

Town BMT
Date: 10/7/2014

ARTICLE 5
BULLETIN BOARD

Section 1. The Town shall furnish space for a bulletin board in the department for the exclusive use of the Union in connection with Union business.

Section 2. Material that is defamatory, scurrilous, untruthful, promotes actions that violate the law, Town Ordinances or written policies, or this Agreement, may be removed by the Town. The Town shall notify the Union steward whenever any material is removed from the bulletin board pursuant to this section.

Section 3. Any notice placed on the bulletin board shall bear on its face the name of the person responsible for placing such notice or item on the board, and the date of posting.

Union _____
Date: 10-7-14

Town BMT
Date: 10/7/2014

ARTICLE 6
PROHIBITION OF STRIKES

Section 1. Strike definition: "Strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part of any group of employees from the full and faithful performance of their-duties of employment with the Town ~~of Lake Park~~, the Employer, for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment of the rights, privileges, or obligations of their employment or in a deliberate and concerted course of conduct which adversely affects the services of the employer, the concerted failure to report for work after the expiration of a collecting bargaining agreement and picketing in furtherance of a work stoppage.

Section 2. The Union agrees not to engage in a strike as defined in Section 1 of this article.

Section 3. Any employee who participates in, or promotes a strike, as defined above, shall be subject to discipline up and to and including discharge. Such disciplinary action by the Town Administration shall not be subject to the grievance procedure.

Section 4. In the event of a strike, as defined presently in the Public Employee Relations Act, Section 447.203(6), with the cooperation of the Town Administration, the local representative of the Union shall promptly and publicly disavow such strike or work stoppage and order the employees to return to work and attempt to bring about prompt resumption of normal operations. An authorized Union representative shall notify the Town within twenty-four (24) hours after the commencement of such strike, what measure it has taken to comply with the provision or the provisions of this Article.

Section 5. Failure to abide by the terms set forth in this Article shall permit either party to seek recourse in accordance with Florida Statutes Chapter 447.501, Part II (as interpreted by the Public Employees Relations Commission).

Section 6. The Town shall not lock out employees. Lock out is defined as the withholding of employment by the Town from its employees for the purpose of either resisting their demands or gaining a concession from them.

Union _____
Date: 10-7-14

Town BMT
Date: 10/7/2014

ARTICLE 7
MANAGEMENT RIGHTS

Section 1. The Union recognizes the prerogatives of the Town to operate and manage its affairs in all respects; and the powers of authority, which the Town has not officially abridged, delegated or modified by this Agreement, are retained by the Town. Management officials of the Town retain the rights, in accordance with applicable laws, regulations and provisions of the Handbook of Procedures and Policies for Employees of the Town of Lake Park, hereinafter referred to as the "Employee Handbook", not in conflict with this Agreement, including but not limited to the following:

(a) To manage and direct the employees of the Town.

(b) To hire, promote, transfer, schedule, assign and retain employees in positions with the Town.

(c) To suspend, demote, discharge or take other disciplinary action against employees for cause.

(d) To relieve employees from duties because of lack of work, funds or other legitimate reasons.

(e) To maintain the efficiency of the operations of the Town.

(f) To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work.

(g) To determine the organization to Town Government.

(h) To determine the number of employees to be employed by the Town.

(i) To determine the number, types and grades of positions of employees assigned to an organization unit, department or project.

(j) To determine internal security practices.

(k) To determine matters included in Employee Handbook and Administrative Orders.

Section 2. The Town Commission has the sole authority to determine the purpose and mission of the Town and the amount of budget to be adopted.

Section 3. If it is determined that a civil emergency and conditions exist, including but not limited to riots, civil disorders, hurricane conditions, similar catastrophes or exigencies, the provisions of this Agreement may be suspended by the Town Manager or his designee during the period of the declared emergency, provided that pay and other compensation shall not be suspended.

10/9/14

BMT
10/7/2014

Section 4. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions, is not always specifically described, and employees, at the discretion of management, may be required to perform other job related duties not specifically contained in their job description.

Section 5. Delivery of Town services in the most efficient, effective and courteous manner is of paramount importance to the Town of Lake Park. Accordingly, Union agrees that it will instruct its members to work diligently in order that the services performed meet the above standards.

Section 6. Those inherent managerial functions, prerogatives and policy making rights which the Town has not expressly modified or restricted by a specific provision of this Agreement, are not in any way directly, or indirectly, subject to the grievance or arbitration procedures contained herein.

Union _____
Date: 10/7/14

Town BMT
Date: 10/7/2014

ARTICLE 8
GRIEVANCE AND ARBITRATION

Section 1. A grievance, as used in this Agreement, is limited to a complaint or request of a bargaining unit member of the Union which involves the interpretation of, application of, or compliance with the provisions of this Agreement. A grievance ~~shall be defined as any dispute arising between the Town and the Union or any bargaining unit employee over the application or interpretation of this Agreement and~~ shall be processed in the following manner:

Step 1 (Informal Meeting) Within five (5) working days of the occurrence of any event, giving rise to a grievance or the affected parties first knowledge of an event that is basis for a grievance, a shop steward and the grievant employee, of the Union will first discuss any grievance informally at Step 1 meeting with his immediate supervisor and seek resolution. If the grievant is a supervisor, the grievance shall be submitted directly at Step 2.

Step 2 If the grieving employee or the Union is not satisfied with the response at Step 1, the employee or the Union shall, within ten (10)~~.~~ working days of the conclusion of the Step I informal meeting, file a written grievance signed by the grievant and the Union with the office of the Department Head on the form attached to this Agreement as Exhibit "B". The Department Head, or in his absence the Department Head's designee, shall meet with the Employee, Shop Steward and/or the Union Business Representative within ten (10) working days of receipt of the written grievance. The Department Head will render a decision in writing within five (5) working days from the Step 2 grievance meeting.

Step 3 Within ten (10) working days from the time that the Union receives, at the Union office, the Department Head's Step 2 written decision, and if the aggrieved party is not satisfied with the action taken by the Department Head, then the Union shall give notification to file Step 3 grievance with the Town Manager.

The Town Manager or his designee shall convene the Step 3 grievance meeting within ten (10) working days of notification by the Union of its intent to move to Step 3. The Town Manager, or designee, will render a decision in writing within ten (10) working days after the Step 3 meeting.

Step 4 If the grievance is not resolved at Step 3, the Union may file a written request for arbitration with the Federal Mediation and Conciliation Service (FMCS) within thirty (30) working days from receipt of Step 3 answer at the Union office.

Union _____
Date: 10-16-14

Town BMT
Date: 10/16/14

Section 2. Failure of the Town to respond to a grievance within the time periods set forth in this Article 8 shall result in automatic advancement of the grievance to the next step. Failure of the employee or the Union to comply with the time periods set forth in Article 8 shall result in the grievance being abandoned. However, the parties may mutually agree in writing to extend the time periods herein.

Section 3. When a grievance applies to two or more employees or a discharged employee it shall be presented in writing directly at Step 3 of the Grievance Procedure, within the time limits provided for the submission of a grievance at Step 2 from receipt at the Union Office and shall be signed by the employee (in the case of a discharge only) and the Shop Steward or Union Business Representative on their behalf.

Section 4. All discharge grievances and any other grievances mutually agreed upon for expedited processing, must be confirmed in writing by the Employer and Union and then shall be arbitrated on an expedited basis. To accomplish this goal, the Town and the Union shall confer and select an arbitrator within seven (7) working days after receiving the FMCS panel. The parties further agree that the arbitrator may be notified telephonically of his selection and that the time periods for expedited arbitration set forth herein shall be communicated to the arbitrator at the time he or she is notified of his selection.

Section 5. The cost of the arbitrator's fee and the arbitrator's expenses shall be borne equally by the parties. Each party shall bear its own costs for all other expenses they incur.

Section 6. The Union reserves the right not to represent employees who are not members of the Union.

Section 7. In the event that either party claims that a dispute is non-arbitrable, the arbitrator shall rule on that issue and if that is determined to be arbitrable, shall rule on the merits of the grievance.

Union _____
Date: 10-16-14

Town BMT
Date: 10/16/14

ARTICLE 9
DOCUMENTS

Section 1. The Town agrees that an employee shall be given a copy of all material placed in the person's individual file and shall have the right to include written refutation (including witness statements) of any material considered by the employee to be detrimental.

Section 2. The Town agrees that an employee shall have the right to inspect his official personnel record and shall have the right to make copies of this record for his use at no cost to the employee.

Union _____
Date: 10-7-14

Town BMT
Date: 10/7/2014

ARTICLE 10
PROMOTIONAL POLICIES

Section 1. The Town will post written announcements of promotional opportunities at least ten (10) working days prior to the closing date for applications. Applications submitted after the closing date shall not be considered.

Section 2. When employees are competing for a promotional vacancy, the employee's seniority and qualifications shall be considered, with qualifications being the deciding factor in filling said vacancy. If qualifications are equal among competing employees, seniority will be the basis of selection. For purposes of this article, qualifications will be defined as the employee's ability to efficiently and effectively assume the responsibilities and duties of a given position.

Section 3. An employee filling a promotional vacancy shall serve a probationary period of 180 days. If during the trial period the employee cannot satisfactorily perform the duties of the position, the employee shall be returned to his former status with no loss of seniority.

Section 4. If an employee is promoted to a job classification within the bargaining unit, he shall be entitled to a pay increase equal to either the entry level pay or a five percent (5%) increase from their then current salary, whichever is greater.

Union _____
Date: 10-7-14

Town BMT
Date: 10/7/2014

ARTICLE 11
PROBATIONARY PERIOD

New employees will be classified as probationary employees for the first ~~one hundred~~ six (6) months ~~eighty (180) calendar days~~ of continuous employment, during which time such employees may be laid off or discharged and will have no right to grieve or appeal their discharge. The Town agrees that employees who are laid off or discharged during their probationary period shall have the right to discuss their discharge with their immediate supervisor and the Department Head.

Union _____
Date: 10-7-14

Town BMT
Date: 10/7/2014

ARTICLE 12
SENIORITY AND LAY-OFF

Section 1. For the purpose of this Agreement, seniority shall be defined as the total length of an regular full-time employee's ~~full-time~~ and a regular part-time employee's continuous service within the bargaining unit recognized by this ~~a~~Agreement. Regular part-time employees shall accrue seniority on a pro-rated basis, based on the number of hours worked (except as provided below). Seniority shall continue to accrue during all types of paid leave approved by the Town, and for the first three (3) months of all other leave approved by the Town. An employee shall lose all seniority only upon any of the following:

(a) resignation;

(b) discharge;

(c) lay off for a period of more than twenty-four (24) months;

(d) retirement;

(e) the expiration of an approved leave of absence of more than one (1) year, if the employee does not return to work;

Section 2. Newly hired probationary employees shall accrue no seniority until they become ~~permanent~~ regular full-time employees, whereupon their seniority will date from the first date of continuous employment.

Section 3. The Town shall establish a seniority list for bargaining unit employees, post the seniority list and provide a copy to the Union Business Representative mailed or facsimiled to the Union office annually and as changes, modifications or adjustments occur or at the same time that any lay-off is announced.

Section 4. The Town Manager shall determine the classification and number of employees to be laid off. When the lay-off occurs, employees shall be laid off in the inverse order of their seniority within the bargaining unit at the time of the lay off.

In the event of a lay-off, the Town will notify the affected employees and the Union in writing at least thirty days prior to the effective date of the lay-off. If thirty days notice is not provided, then the Town will pay the employees the difference between 30 calendar days and the date of notice.

Union _____ **Town** _____
Date: 1/14/15 **Date:** 1/14/2015

If a lay-off takes place, employees displaced by the lay-off may exercise their seniority to bump a less ~~-~~senior employee into a job for which they are most qualified within the bargaining unit based upon documentation of their qualifications.~~.~~

In the event that two (2) or more employees affected by this lay-off have the same amount of seniority, the more qualified employee within the bargaining unit (based upon ~~performance and evaluations~~ documentation of their qualifications) shall be retained.

Section 5. Recall from Lay-off. Employees in lay-off status will retain recall rights for one year. Recall notice will be made by certified mail to the last address on the employee's records. It shall be the employee's obligation to provide a current address to the Town. Recalled employees must notify the Town of their acceptance of recall within five days of receipt of the recall notice ~~certified mail~~.

Section 6. Vacation Leave. Vacation scheduling conflicts shall be resolved on the basis of seniority, if notice has been given to the Town of thirty (30) days or more. If less than thirty (30) days notice has been given by the employee, vacation may be approved by the Department Head on a first come, first served basis.

Union _____ **Town** BMT
Date: 1/14/15 **Date:** 1/14/2015

ARTICLE 13

~~PHYSICAL EXAMINATIONS~~DRUG FREE WORKPLACE POLICY

~~Section 1. If there is reasonable suspicion of possession of, use of, or being under the influence of alcohol and/or illegal drugs while on duty the employee shall be tested for the presence of such substances in accordance with the procedure which shall be set forth in EXHIBIT "C" to this Agreement.~~

~~Section 2. The Employer agrees to maintain group medical, major medical, hospitalization, dental, vision and prescription insurance in amounts and coverage similar to those which are currently being provided as of the date of execution of the Agreement. The employer will provide life/accidental death and dismemberment insurance as approved by the Town Commission from time to time when insurance bids are taken. The Town has a Drug Free Workplace plan and Public Works employees are subject to DOT regulations. Drug testing will take place according to these documents. For non work related disabilities short term disability insurance covers employee's after a 2 week waiting period for 13 weeks after approval from the carrier. Worker's Comp injuries are covered after a 7 day waiting period, and approved cases are covered at 66 2/3 salary. Employees must use physicians under the Town's carrier plan.~~

~~The Town agrees to reimburse employees for the cost of the Hepatitis A (Gamaglobulin) as medically necessary. The Town agrees to reimburse employees for the administration of the Hepatitis B vaccine. The Town agrees to reimburse employees for the AIDS vaccine, should such a vaccine be approved by the U.S. Government and made available.~~

Section 1. PURPOSE.

As a part of its commitment to safeguard the health of its employees, to provide a safe place for its employees to work and to promote a drug-free community, the Town has established its Drug Free Workplace Policy and Procedures on the use or abuse of alcohol and drugs by its employees. Substance and alcohol abuse, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a variety of workplace problems including increased injuries on the job, increased absenteeism, increased health care and benefit costs, increased theft, decreased morale, decreased productivity and a decline in the quality of products and services provided. Continuing research and practical experience have proven that even limited quantities of narcotics, abused prescription drugs or alcohol can impair reflexes and judgment. For these reasons, the Town policy requires that all employees must report to work and work completely free from the presence of illegal drugs or alcohol in their bodies, and to assist employees in overcoming any dependence on drugs and/or alcohol in accordance with the following guidelines.

Union _____ **Town** BMT

Date: 1/14/15 **Date:** 1/14/2015

This policy is established to provide guidelines on handling incidents of alcohol and/or drug abuse as it relates to the workplace, in compliance with the drug-free workplace requirements under the Florida Statutes Workers' Compensation Chapter (Fla. Stat. § 440.101-02). The legislative intent of the Chapter is to promote drug-free workplaces in order for employers to be afforded the opportunity to maximize their levels of productivity, enhance their competitive positions in the marketplace, and reach their desired levels of success without experiencing the costs, delays, and tragedies associated with work-related accidents resulting from drug abuse by employees. Further, drug abuse is discouraged under the statute, and employees who choose to engage in drug abuse face the risk of unemployment and the forfeiture of workers' compensation benefits. To qualify as having established a drug-free workplace program under Chapter 440 and to qualify for discounts provided under section 627.0915, Florida Statutes, and deny medical and indemnity benefits under this chapter, the Town must implement drug testing that conforms to the standards and procedures established in section 440.102. The Town has implemented a drug-free workplace program in accordance with the notice, education, and procedural requirements taken directly from the comprehensive procedures outlined in Florida Statute § 440. 102. Chapter 59A-24 of the Florida Administrative Code, containing the Drug-Free Workplace Standards adopted by the Agency for Health Care Administration, is also hereby incorporated by reference and shall be utilized for all drug testing pursuant to Chapter 440, Florida Statutes.

Questions concerning the Town's policy should be presented to the Human Resources Director for guidance or clarification.

Section 2. DEFINITIONS.

The definitions set forth in Chapter 440, Florida Statutes, and Chapter 59A-24 Florida Administrative Code will apply to the terms used in this policy. In pertinent part:

a. **Confirmation test, confirmed test, or confirmed drug test** refer to a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen, which test must be different in scientific principle from that of the initial test procedure and must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.

Union _____ **Town** _____
Date: 1/14/15 **Date:** 1/14/2015

b. **Drug** means alcohol, including a distilled spirit, wine, a malt beverage, or an intoxicating liquor; an amphetamine; a cannabinoid[1]; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbituarate; a benzodiazepine; a synthetic narcotic; a designer drug; or a metabolite of any of the substances listed in this paragraph. An employer may test an individual for any or all of such drugs.

c. **Drug Rehabilitation Program** means a service provider, established pursuant to s. 397.311(33), Florida Statutes, that provides confidential, timely, and expert identification, assessment, and resolution of employee drug abuse.

d. **Drug test or test** refer to any chemical, biological, or physical instrumental analysis administered, by a laboratory certified by the United States Department of Health and Human Services or licensed by the Agency for Health Care Administration, for the purpose of determining the presence or absence of a drug or its metabolites.

~~b.~~e. **Initial Drug Test** means a sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens, using an immunoassay procedure or an equivalent, or a more accurate scientifically accepted method approved by the United States Food and Drug Administration or the Agency for Health Care Administration as such more accurate technology becomes available in a cost-effective form.

Union _____ **Town** BMT
Date: 1/14/15 **Date:** 1/14/2015

[1] "Drug" is defined herein as defined in Fla. Stat. § 440.102(1)(c). The section 440.102 has not been amended since the passage of Fla. Stat. § 381.986, the legislature has not expressly provided an exception to the definition of "drug" for medically prescribed low-THC Cannabis (as defined in section 381.986). "Drug" is therefore interpreted by the Town as including all cannabinoids, including low-THC Cannabis. However, through section 440.102(1)(l)'s reference to section 893.02 (which defines "cannabis" as excluding low-THC Cannabis), this policy shall treat low-THC Cannabis as a prescription drug, and all appropriate rules and requirements shall apply accordingly.

f. **Job Applicant** means a person who has applied for a mandatory-testing position. Mandatory testing positions include the following:

- Dock Attendant
- Equipment Operator I
- Equipment Operator II
- Equipment Operator III
- Facilities Mechanic
- Foreman General Infrastructure
- Foreman
- Grounds Maintenance Crew Leader

g. **Medical Review Officer or MRO** mean a licensed physician, employed with or contracted with an employer, who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results; and who has the necessary medical training to interpret and evaluate an employee's positive test result in relation to the employee's medical history or any other relevant biomedical information.

h. **Prescription or non-prescription medication** refer to drugs or medication obtained pursuant to a prescription as defined by section 893.02[2], Florida Statutes, or a medication that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.

i. **Reasonable-suspicion drug testing** means drug testing based on a belief that an employee is using or has used drugs in violation of the employer's policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:

Union _____ **Town** BMT
Date: 1/14/15 **Date:** 1/14/2015

[2] As referenced above in subsection (b), defining "drugs" under this Policy, section 893.02 defines "Cannabis" as excluding "low-THC cannabis", as long as the low-THC cannabis is manufactured, possessed, sold, purchased, delivered, distributed, or dispensed in conformance with section 381.986, Florida Statutes. Accordingly, such low-THC cannabis will be evaluated as a prescription drug, and employees must conform with the requirements of section (V)(F) of this Policy.

1. Observable phenomena while at work, such as direct observation of drug use or the physical symptoms or manifestations of being under the influence of a drug.
2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance
3. A report of drug use, provided by a reliable and credible source.
4. Evidence that an individual has tampered with a drug test during his or her employment with the current employer.
5. Information that an employee has caused, contributed to, or been involved in an accident while at work.
6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

j. **Mandatory-testing position** means a job assignment that requires the employee to carry a firearm, work closely with an employee who carries a firearm, perform life-threatening procedures, work with heavy machinery, work as a safety inspector, work with children, work with detainees in the correctional system, work with confidential information or documents pertaining to criminal investigations, work with controlled substances, or a job assignment that requires an employee security background check, pursuant to section 110.1127, Florida Statutes, or a job assignment in which a momentary lapse in attention could result in injury or death to another person.

k. **Special-risk position** means a position that is required to be filled by a person who is certified under Chapter 633 (Fire Prevention and Control) or Chapter 943 (Department of Law Enforcement), Florida Statutes.

l. **Specimen** means tissue, hair, or a product of the human body capable of revealing the presence of drugs or their metabolites, as approved by the United States Food and Drug Administration or the Agency for Health Care Administration.

Union _____ **Town** BMT
Date: 1/14/15 **Date:** 1/14/2015

Section 3 NOTICE

a. Prior to testing, an employee or job applicant shall receive proper notice in the form of this Comprehensive Alcohol and Drug Abuse Policy. Additionally, Chapter 59A-24 of the Florida Administrative Code shall be provided upon request.

b. The drugs to be tested for are included in the definition provided above. The following is a list of over-the-counter and prescription drugs which could alter or affect a test result:

i. Alcohol: all liquid medications containing ethyl alcohol (ethanol). For example: Vick's Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contact Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof). Check the label of liquid medications for alcohol content.

ii. Amphetamines: Obetrol, Biphetamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastin

iii. Cannabinoids: Marinol

iv. Cocaine: Cocaine HCl topical solution (Roxanne)

v. Phencyclidine : Not legal by prescription

vi. Methaqualone: Not legal by prescription

vii. Opiates: Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guiatuss AC, NOvahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin, etc.

viii. Barbiturates: Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butalbital, Phrenilin, Triad, etc.

ix. Benzodiazepines: Ativan, Azene, Clonpin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax.

x. Methadone: Dolphine, Metadose

xi. Propoxyphene: Darvocet, Darvon N, Dolene, etc.

This list is not intended to be all-inclusive.

~~a.~~c. The following are the name, address and telephone number of the Town's Employee Assistance Program (EAP) through which substance abuse assessment and counseling services are available to Town employees. The Town will pay the cost of such services if the Town's sponsored EAP program is used:

Union _____ **Town** _____
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Center for Family Services
4101 Parker Avenue
West Palm Beach, FL 33405
Telephone: 561-616-1222 ext. 227

d. ~~a representative sampling of names, addresses, and telephone numbers of employee assistance programs and local drug rehabilitation programs:~~The Town has a collective bargaining agreement, which acknowledges the Town's adherence to Fla. Stat. § 440 and requirements for a drug free workplace policy in conjunction with workers' compensation rights. For employees whose positions are covered by the collective bargaining agreement, appeals of disciplinary actions may be brought forth following the procedures set forth in the collective bargaining agreement. More specifically: All regular full-time and regular part-time employees may make an appeal of disciplinary action or other management decision by addressing the appeal to the Employee Complaint Review Committee (ECRC). In the event of an appeal of disciplinary action, the employee may request such an appeal requesting that the ECRC determine the appropriateness of the recommended disciplinary action. Such request shall be submitted in writing to the Human Resources Director within five (5) workdays of the disciplinary recommendation using the prescribed form. The Human Resources Director shall forward the request to the Town Manager who shall submit the request to the ECRC to convene the meeting.

Section 4 WHEN TESTING MAY BE REQUIRED

The Town may require an employee to submit to tests for the presence of drugs after proper notice, under any of the following circumstances:

a. As part of the initial screening process for job applicants applying for special-risk or mandatory-testing positions, as defined above.

b. Whenever an employee's job classification is changed such that the new job classification is a special-risk or mandatory-testing position, as defined above.

c. Whenever Reasonable-Suspicion Drug Testing is warranted, as defined above.

~~a.~~d. As part of routine fitness for duty drug testing for employees in special-risk or mandatory-testing positions.

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The following job positions require a current commercial drivers' license and are subject to routine fitness for duty drug testing every two years:

- Foreman General Infrastructure
- Foreman
- Vehicle Maintenance Foreman
- Equipment Operator II
- Equipment Operator III
- Stormwater Technician I
- Stormwater Technician II
- Maintenance Worker II
- Maintenance Worker III
- Facilities Maintenance Worker III

For follow- up drug testing, if the employee in the course of employment enters an employee assistance program for drug-related problems, or a drug rehabilitation program, the employee is required to submit to a drug test as follow-up to such program, unless the employee voluntarily entered the program. In those cases, the Town has the option to not require follow-up testing. If follow-up testing is required, it must be conducted at least once a year for a two year period after completion of the program. Advance notice of a follow-up testing date must not be given to the employee to be tested.

Section 5 DRUG USE PROHIBITIONS FOR ALL EMPLOYEES

Though mandatory testing may only be conducted under the circumstances listed and described above, the following conduct is prohibited for all employees pursuant to the Town's effort to provide a safe, healthy, drug-free workplace and promote a drug-free community:

(a) All employees are prohibited from manufacturing, distributing, dispensing, possessing, using or being impaired, intoxicated or under the influence of drugs (as defined in the policy) while on duty, operating a Town vehicle or equipment or on Town property including parking areas or while otherwise performing Town duties away from the Town.

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(b) An employee who is perceived to be under the influence of drugs will be removed immediately from the workplace and may be evaluated by medical personnel, if reasonably available. The Town will take further action based on medical information, work history and other relevant factors and will conduct the appropriate drug test if reasonable suspicion is found. The determination of what action is appropriate in each case rests solely with the Town.

(c) Employees arrested for an alcohol or drug related incident shall immediately notify their supervisor or Department Head who shall immediately notify the Human Resources Director.

(d) For the purpose of this policy, an employee is presumed to be impaired by drugs if the results of a urine test or any other accepted testing procedure is positive for the presence of one or more of the illegal substances for which the Town will test.

(e) The proper use of medication prescribed by your physician is not prohibited; however, this policy expressly prohibits the misuse of prescribed medications. Prescription drugs may also affect the safety of the employee, fellow employees or members of the public. Therefore, any employee who is taking any prescription drug which might impair safety, performance or any motor functions must advise his/her supervisor before reporting to work under such medication. Failure to do so may result in disciplinary action. It is the employee's responsibility to determine from his/her physician whether a prescribed drug may impair job performance. If the Town determines that such use does not pose a safety risk, the employee will be permitted to work. If such use impairs the employee's ability to safely or effectively perform his or her job the Town may, at its sole discretion, temporarily reassign the employee or grant a leave of absence during the period of treatment. Improper use of prescription drugs is prohibited and may result in disciplinary action, up to and including termination of employment. Prescription medication must be kept in its original container if such medication is taken during working hours or on Town property , or the prescription must be available to be brought in by the employee and made available upon request by the employee's supervisor within a reasonable period of time.

(f) It shall be the responsibility of each employee who observes or has knowledge of another employee in a condition which impairs the employee to perform his/her job duties, or who presents a hazard to the safety and welfare of others or is otherwise in violation of this policy, to promptly report that fact to his/her immediate supervisor.

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Section 6 TESTING PROCEDURES AND EMPLOYEE PROTECTION

The following procedure will be used for testing in accordance with this Policy and Chapter 440:

A. A sample shall be collected with due regard to the privacy of the individual providing the sample, and in a manner reasonably calculated to prevent substitution or contamination of the sample.

B. Specimen collection must be documented and the documentation procedures shall include: (1) labeling specimen containers so as to reasonably preclude the likelihood of erroneous identification of test results; and (2) a form for the employee or job applicant to provide any information he or she considers relevant to the test, including identification of currently or recently used prescription or nonprescription medication or other relevant medical information. The form must provide notice of the most common medications by brand name or common name, as applicable, as well as by chemical name, which may alter or affect a drug test. The providing of information shall not preclude the administration of the drug test but shall be taken into account in interpreting any positive confirmed test result.

C. Specimen collection, storage, and transportation to testing site shall be performed in a manner that reasonably precludes contamination or adulteration of specimens.

D. Each confirmation test conducted shall be conducted by a licensed or certified laboratory pursuant to Chapter 440.

E. A specimen may be taken or collected by: a physician, a physician assistant, a registered professional nurse, a licensed practical nurse, or a nurse practitioner, or a certified paramedic who is present at the scene of an accident for the purpose of rendering emergency medical service or treatment; or a qualified person employed by a licensed or certified laboratory as outlined in Chapter 440.

F. The person who collects or takes a specimen shall collect an amount sufficient for two drug tests as determined by the Agency for Health Care Administration.

~~A.~~G. Every specimen that produces a positive, confirmed test result shall be preserved by the licensed or certified laboratory that conducted the confirmation test for a period of at least 210 days after the result of the test was mailed or otherwise delivered to the medical review officer. However, if an employee or job applicant undertakes an administrative or legal challenge to the test result, the employee or job applicant shall notify the laboratory and the sample shall be retained by the laboratory until the case or administrative

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appeal is settled. During the 180 day period after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted by the employer to have a portion of the specimen retested, at the employee's or job applicant's expense, at another laboratory, licensed and approved by the Agency for Health Care Administration, chosen by the employee or job applicant. The second laboratory must test at equal or greater sensitivity for the drug in question as the first laboratory. The first laboratory that performed the test for the employer is responsible for the transfer of the portion of the specimen to be tested -and for the integrity of the chain of custody during such transfer.

H. Within 5 working days after receipt of a positive confirmed test result from the medical review officer, the Town shall inform an employee or job applicant in writing of such positive test result, the consequences of such results, and the options available to the employee or job applicant. The Town shall provide the employee or job applicant a copy of the test results upon request.

I. Within 5 working days after receiving notice of a positive confirmed test result, an employee or job applicant may submit information to the Town explaining or contesting the test result, and explaining why the result does not constitute a violation of the employer's policy.

J. If the employee's or job applicant's explanation or challenge of the positive test result is unsatisfactory to the Town, a written explanation as to why the employee's or job applicant's explanation is unsatisfactory, along with the report of positive result, shall be provided by the Town to the employee or job applicant; and all such documentation shall be kept confidential by the Town pursuant to Chapter 440 and shall be retained by the Town for at least 1 year.

K. The Town may not discharge, discipline, refuse to hire, discriminate against, or request or require rehabilitation of an employee or job applicant on the sole basis of a positive test result that has not been verified by a confirmation test and by a medical review officer.

L. The Town shall use chain-of-custody procedures established by the Agency for Health Care Administration to ensure proper recordkeeping, handling, labeling, and identification of all specimens tested.

M. The Town shall pay the cost of all drug tests, initial and confirmation, which the employer requires of employees. An employee or job applicant shall pay the costs of any additional drug tests not required by the Town.

~~B.~~N. The Town shall not discharge, discipline, or discriminate against an employee solely upon the employee's voluntarily seeking treatment, while under the employ of the Town, for a drug-related problem if the employee has not previously tested positive for drug use, entered an employee assistance program for drug-related problems, or entered a drug rehabilitation program.

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Unless otherwise provided by a collective bargaining agreement, the Town may select the employee assistance program or drug rehabilitation program if the Town pays the cost of the employee's participation in the program.

O. If drug testing is conducted based on reasonable suspicion, the Town shall promptly detail in writing the circumstances which formed the basis of the determination that reasonable suspicion existed to warrant the testing. A copy of this documentation shall be given to the employee upon request and the original documentation shall be kept confidential by the Town pursuant to subsection (8) of Section 440.102, and shall be retained by the employer for at least 1 year.

P. All authorized remedial treatment, care, and attendance provided by a health care provider to an injured employee before medical and indemnity benefits are denied under this section must be paid for by the carrier or self-insurer. However, the carrier or self-insurer must have given reasonable notice to all affected health care providers that payment for treatment, care, and attendance provided to the employee after a future date certain will be denied. A health care provider, as defined in s. 440.13(1)(g), that refuses, without good cause, to continue treatment, care, and attendance before the provider receives notice of benefit denial commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

Q. Confirmation Testing

1. If an initial drug test is negative, the Town may in its sole discretion seek a confirmation test.
2. Only licensed or certified laboratories may conduct confirmation drug tests.
3. All positive initial tests shall be confirmed using gas chromatography/mass spectrometry (GC/MS) or an equivalent or more accurate scientifically accepted method approved by the Agency for Health Care Administration or the United States Food and Drug Administration as such technology becomes available in a cost-effective form.

~~1.~~4. If an initial drug test of an employee or job applicant is confirmed as positive, the Town's medical review officer shall provide technical assistance to the employer and to the employee or job applicant for the purpose of interpreting the test result to determine whether the result could have been caused by prescription or nonprescription medication taken by the employee or job applicant.

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Section 7 TOWN PROTECTION

a. An employee or job applicant whose drug test result is confirmed as positive in accordance with this section shall not, by virtue of the result alone, be deemed to have a "handicap" or "disability" as defined under federal, state, or local handicap and disability discrimination laws.

b. No physician-patient relationship is created between an employee or job applicant and the Town or any person performing or evaluating a drug test, solely by the establishment, implementation, or administration of a drug-testing program.

c. If an employee or job applicant refuses to submit to a drug test, the Town is not barred from discharging or disciplining the employee or from refusing to hire the job applicant. However, this paragraph does not abrogate the rights and remedies of the employee or applicant as otherwise provided in Section 440.102.

Section 8 CONFIDENTIALITY PURSUANT TO SUBSECTION (8) OF SECTION 440.102, FLORIDA STATUTES

d. Except as otherwise provided in this subsection, all information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received or produced as a result of a drug-testing program are confidential and exempt from the provisions of s. 119.07(1) and s. 24(a), Art. I of the State Constitution, and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with this section or in determining compensability under this chapter.

e. The Town laboratories, medical review officers, employee assistance programs, drug rehabilitation programs, and their agents may not release any information concerning drug test results obtained pursuant to this section without a written consent form signed voluntarily by the person tested, unless such release is compelled by an administrative law judge, a hearing officer, or a court of competent jurisdiction pursuant to an appeal taken under this section or is deemed appropriate by a professional or occupational licensing board in a related disciplinary proceeding. The consent form must contain, at a minimum:

1. The name of the person who is authorized to obtain the information.
2. The purpose of the disclosure.
3. The precise information to be disclosed.
4. The duration of the consent.
5. The signature of the person authorizing release of the information.

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f. Information on drug test results shall not be used in any criminal proceeding against the employee or job applicant. Information released contrary to this section is inadmissible as evidence in any such criminal proceeding.

g. This subsection does not prohibit the Town, an agent of the Town, or laboratory conducting a drug test from having access to employee drug test information or using such information when consulting with legal counsel in connection with actions brought under or related to this section or when the information is relevant to its defense in a civil or administrative matter.

h. In accordance with Attorney General Opinion 2013-19, drug test results obtained by the Town pursuant to this drug-testing program are not subject to inspection or copying pursuant to a request under Chapter 119, Florida Statutes, Florida's Public Records Law.

Section 9 DRUG TESTING STANDARDS FOR LABORATORIES

The Town will follow the Drug-Testing Standards for Laboratories as outlined in subsection (9) of Section 440.102, Florida Statutes. Also see the drug-testing standards included in Chapter 59A-24 of the Florida Administrative Code, which will be provided upon request.

Section 10 EMPLOYEES TESTING POSITIVE FOR DRUG USE

i. If an employee in a mandatory-testing position enters an employee assistance program or drug rehabilitation program, the Town must assign the employee to a position other than a mandatory-testing position or, if such position is not available, place the employee on leave while the employee is participating in the program. However, the employee shall be permitted to use any accumulated annual leave credits before leave may be ordered without pay.

~~a.~~j. An employee in a special-risk position may be discharged or disciplined by the Town for the first positive confirmed test result if the drug confirmed is an illicit drug under s. 893.03. A special-risk employee who is participating in an employee assistance program or drug rehabilitation program may not be allowed to continue to work in any special-risk or mandatory-testing position of the Town, but may be assigned to a position other than a mandatory-testing position or placed on leave while the employee is participating in the program. However, the employee shall be permitted to use any accumulated annual leave credits before leave may be ordered without pay.

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Section 11 ARREST OR CONVICTION FOR DRUG-RELATED CRIME

A. If an employee is arrested for or convicted of a drug-related crime, the Town will investigate the circumstances and direct the implementation of drug-testing procedures if cause is established by the investigator. In most cases, an arrest for a drug-related crime constitutes reasonable suspicion of drug use under this policy. The following procedures will apply:

1. During investigation, an employee may, at the Town's discretion, be placed on leave without pay. After the investigation is completed, the leave may be converted to a suspension without pay or other disciplinary action, or the employee may be reinstated depending upon the facts and circumstances.

2. If convicted of a drug-related crime, an employee will be terminated from employment.

3. If an employee has been suspended and the case has been dismissed or otherwise disposed of, the Town will make a determination as to whether to authorize the employee's return to work based on its investigation. If the employee is authorized to return to work, the employee must agree in writing to unannounced, periodic testing for a period of up to two (2) years.

4. Because of the seriousness of such situations, the Town reserves the right to alter or change its policy or decision on a given situation depending upon its investigation and the totality of the circumstances.

B. As a condition of continued employment, an employee shall notify the Town of any criminal drug statute arrest or conviction immediately or by the beginning of the next business day.

Section 12 DENIAL OF BENEFITS

The Town shall deny an employee medical or indemnity benefits under Chapter 440 for a violation of the Drug-Free workplace program implemented by the Town.

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Section 13 INVESTIGATIONS/SEARCHES

A. Where the Town has reasonable suspicion that an employee has violated the substance abuse policy, the Town may inspect vehicles, lockers, work areas, desks, purses, briefcases, tool boxes and other locations or belongings on the Town's premises without prior notice, in order to ensure a work environment free of prohibited substances. An employee may be asked to be present and remove a personal lock. Where the employee is not present or refuses to remove a personal lock, the Town may do so for him or her, and compensate the employee for the lock. Any such searches will be coordinated with a representative of management.

B. Individuals may be requested to display personal property for visual inspection upon Town request. Failure to consent to a search or display personal property for visual inspection will be grounds for discharge or denial of access to Town premises.

C. Individuals may be required to empty their pockets, but under no circumstances will an employee be required to remove articles of clothing or be physically searched.

D. Employees will be subject to discipline, up to and including termination of employment, for refusing to cooperate with searches or investigations.

Section 134. The Town agrees to reimburse employees for any costs not covered by Town insurance for required physical examinations.

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Date: 1/14/15 **Date:** 1/14/2015

ARTICLE 14
HOURS OF WORK AND OVERTIME COMPENSATION

Section 1. The normal workweek for full-time bargaining unit employees shall consist of; five (5) eight (8) hour workdays, Monday through Friday, 7:30 a.m. to 4:00 p.m., except the Sanitation Division and the Marina Department, which schedules are already in effect as of October 1, 2008.

Section 2. Overtime shall be authorized and approved in advance by the applicable Department Head only in instances necessary to ensure the efficient operation of Town business. All hours worked in excess of forty (40) hours in a workweek shall be compensated at the rate of one and one-half (1& ½ ~~1/2~~) times the employee's regular prevailing hourly rate, and paid in the form of money compensation in the employee's next regular paycheck for the period during which the overtime was worked, or compensatory time, at the employee's option.

Time worked for the purposes of calculating overtime shall include holidays and all scheduled leave time.

Section 3. A call back is a request by management to return to work at a time when an employee is not regularly scheduled to work. When an employee is required to return to work at a time that is not continuous with his regular hours of work, the employee will be paid a minimum of two hours at the prevailing rate of pay, regardless of whether the actual hours worked are less than two hours. All call-back time will be paid at time and one-half the employee's regularly prevailing hourly rate, regardless of actual hours worked in the particular week.

Section 4. ~~If an emergency occurs as described in Article 7, Section 3 and the Town services are cancelled due to an Act of God or other emergency conditions, full-time employees will be paid their regular day's pay, although the normal hours of work may need to be adjusted. In such situations, employees must make themselves available for work if requested to appear by the Town. If employees are advised not to appear for work by the Town, they shall be paid their regular compensation.~~ During a declared emergency and during regular working hours, exempt and non-exempt full-time employees who are not required to work by the Town Manager may be sent home and paid their regular rate of pay based upon their scheduled hours.

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ARTICLE 15
WORKING OUT OF CLASSIFICATION

Section1. Any full-time employee covered by this Agreement who is temporarily assigned to perform the work duties in a higher classification for eight (8) hours or more shall be paid, in addition to his normal wages, an incentive payment equal to five percent (5%) of the employee's regular hourly rate or the minimum rate of pay for that temporary classification actually worked, whichever is greater for each hour worked in the higher classification.

Section 2. Any full-time employee covered by this Agreement who is temporarily assigned to perform the work duties as a foreman for eight (8) hours or more shall be paid at the entry rate of the foreman classification, or 5% above the employee's prevailing hourly rate of pay, whichever is greater, for all hours worked.

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Date: 1/14/15

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ARTICLE 16
SAFETY AND EQUIPMENT

Section 1. The Town agrees to provide all employees with safety shoes and agrees to repair or replace such shoes as ~~is required.~~ determined in the judgment of the Foremen.

Section 2. Safety shoes shall be worn by Public Works Department employees at all times, while on the job unless there exists reasonable justification for failing to do so. An employee reporting for work without safety shoes shall report such fact to the Department Head, or designee, prior to starting work.

Section 3. The Town shall abide by all federal and state safety requirements pertinent to members of this bargaining unit. The Town shall provide all necessary safety equipment, including safety shoes and protective clothing, as required. All employees must use safety equipment.

Section 4. All employees shall wear uniforms provided by the Town unless the Department Head approves an exception.

Union _____
Date: 10-7-14

Town BMT
Date: 10/7/2014

ARTICLE 17
TRAINING

The Town shall pay for the cost of any training that is necessary for an employee to maintain any required licenses or certification and for at least one (1) training course per employee per year consistent with the budget of the Department and other operational concerns as determined in the sole discretion of the Department Head.

Union
Date: 10-7-14

Town BMT
Date: 10/7/2014

ARTICLE 18
EMPLOYEE RIGHTS AND DISCIPLINARY PROCEDURES

Section 1. The Federation recognizes and acknowledges that the Town has the right ~~to maintain~~to maintain appropriate discipline among its employees. Employees of the Town are considered representatives of the Town of Lake Park, and as such, they are expected to conduct themselves in a respectful manner that reflects positively upon the Town. The Town shall have the right to ~~discipline its~~discipline its employees for cause. Employees of the Town are accountable for their individual levels of productivity, fulfilling the duties of their positions and rendering effective and efficient delivery of services on behalf of Town residents.

Whenever an employee renders deficient performance, violates any rule, regulation, Town policy or procedure, that employee shall be subject to disciplinary action as appropriate.

All employees must be given a notice of the infraction within five (5) business days after the occurrence of the infraction or five (5) business days ~~or~~ after the last witness was interviewed in the case of an investigation.

All discipline shall be progressive and corrective in nature rather ~~than punitive~~than punitive and should follow the discipline steps outlined in this article. However the discipline steps may be skipped depending on the severity ~~of the~~of the infraction, such as theft, fighting, drinking or possession of illegal drugs.

Section 2. ~~Types~~ Progression of disciplinary actions that may be taken against Town employees may include:

(a) Documented Written Verbal reprimand

(b) Written reprimand

(c) Suspension of one (1) to three (3) days without pay

(d) Suspension greater than three (3) days without pay

(e) Discharge of Employment

Section 3. An employee summoned to meet with a supervisor/manager ~~is entitled~~is entitled to the presence of a Federation representative at the meeting, ~~if the~~if the employee requests one and if the employee has reasonable grounds to believe the meeting may result in disciplinary action against the employee.

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Date: 11/5/14 **Date:** 11/5/2014

~~Section 4. An employee may make an appeal of disciplinary action or other management decision by addressing the appeal to the Employee Complaint Review Committee (ECRC). In the event of an appeal of disciplinary action, the employee may request such an appeal requesting that the ECRC determine the appropriateness of the recommended disciplinary action. Such request shall be submitted in writing to the Human Resources Director within five (5) workdays of the disciplinary recommendation using the prescribed form. The Human Resources Director shall forward the request to the Town Manager who shall submit the request to the ECRC to convene the meeting.~~

Section 4. The Town reserves the right to treat each disciplinary occurrence individually ~~without setting precedent for future cases~~. The Town further reserves the right and has the duty to judge each incident separately, and may modify penalties to include lesser or more severe penalties when appropriate circumstances exist.

Documented verbal written reprimands (for Category I offenses as set forth in the Employee Handbook) shall be considered expired if the bargaining unit employee is not disciplined for the same or similar offense during the succeeding twenty-four (24) months. Documented written reprimands (for Category II offenses as set forth in the Employee Handbook) shall be considered expired if the bargaining unit employee is not disciplined for the same or similar offenses during the succeeding 36 months.

Union _____
Date: 11/5/14

Town BMT
Date: 11/5/2014

Section 45. The Union recognizes the right of the Town to establish reasonable rules and regulations for the safe and efficient conduct of the Town's business and reasonable penalties for violations of such rules provided said rules and regulations do not conflict with any provisions of this ~~Collective Bargaining~~ Agreement or any terms and conditions of employment.

Union _____
Date: 11/5/14

Town BMT
Date: 11/5/2014

ARTICLE 19
EDUCATION

Section 1. The Town agrees to pay for textbooks purchased by employees, if not available from the Town's Library, required for an approved college program. In each case, it will be stipulated that these textbooks are to be turned over to the Town's Library when the employee has completed his course.

Section 2. The Town agrees to pay the cost of tuition for ~~approved~~ programs related to the employee's job function at an accredited community college or college, for employees provided ~~such program approval and courses are approved in advance by the Department Head.~~ that the following conditions are met by the employee:

- The employee must provide full course information to his Department Head no later than April 1st for determination as to whether the program is related to the employee's job function;
- The course must commence after October 1st of the upcoming fiscal year; and
- The Department Head, in consultation with the Town Manager during the development of the relevant departmental budget for the upcoming fiscal year, will determine whether the cost of tuition and textbooks can be budgeted subject to the approval of the Town Commission. Nothing herein shall be construed as guaranteeing that such funds shall be included in the adopted budget and available at the required time.

Section 3. When feasible, as determined by the Department Head, the Town will arrange the working schedules of employees attending advanced college courses on approved programs, so that there will be no interruption of their studies.

Section 4. Under no circumstances, will the pursuit of a college education be allowed to interfere with an employee's duties or efficiency of the Department as determined by the Department Head.

Section 5. The employee shall provide a copy of all grade reports to the Department Head upon receipt by the employee. If, for any reason, the employee does not complete a course or does not pass that course, any monies provided by the Town for that course, all cost and materials, will be deducted from the employee's pay check within thirty (30) days of notification of such failure.

Union _____
Date: 10-16-14

Town BMT
Date: 10/16/14

Section 6. Reimbursement is based upon receipt of the grade achieved or the equivalent record of achievement as follows:

Grade A or equivalent	100 percent reimbursement
Grade B or equivalent	80 percent reimbursement
Grade C or equivalent	50 percent reimbursement
Below C	No reimbursement

Section 7. Any decision made by the Department Head with respect to whether or not a college program or a specific course within a given program is job related and in the best interest of the Town, shall not be subject to the grievance and/or arbitration procedure contained herein, and such decision by the Department Head can be appealed to the Town Manager.

Section 8. If an employee receiving benefits under this Article does not continue his employment for a period of at least two (2) years after his completion of his approved program, or courses within the approved program, the employee shall reimburse to the Town the total monies expended on his behalf, under this Article, by the Town. Such ~~monies owed~~monies owed to the Town under this section shall be deducted from the final separation paycheck of the employee. The repayment of monies as provided for in this section shall not apply to an employee who is discharged by the Town within the above stated two (2) year period.

~~Section 9. All employees seeking to have education paid under this Article shall apply to the Department Head for approval in writing on or before April 1 of each year, in order to permit such funds to be included in the Department's proposed budget for the subsequent budget year. Nothing herein shall be construed as guaranteeing that such funds shall be included in the adopted budget and available at the required time.~~

Union _____ **Town** BMT
Date: 10-16-14 **Date:** 10/16/14

ARTICLE 20
HOLIDAYS

Section 1. The Town agrees to recognize the following paid holidays for bargaining unit members:

New Years Day
Martin Luther King's Birthday
Presidents' Day
Spring Holiday (as set forth in the Annual Town Calendar)
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day[3]
~~Employee's Birthday~~
~~Floating Holiday~~

Section 2. Employees must work their entire scheduled work day before and their entire scheduled work day after the holiday (or be on approved paid leave) in order to be paid for the holiday, unless the holiday occurs while the employee is on paid time off.

Section 3. Employees who work on holidays shall receive pay in the amount of one and one-half times their regular prevailing hourly rate for each hour actually worked, in addition to eight hours' holiday pay as provided by Section 1 of this article.

Union _____
Date: 10-23-14

Town BMT
Date: 10/23/2014

[3] Please see Article 21 Section 9 for language pertaining to the employee's birthday holiday and the floating holiday.

ARTICLE 21

VACATION LEAVE, SICK LEAVE, TERMINAL PAY, AND PERSONAL LEAVE

VACATION LEAVE

Section 1. Vacation leave shall accrue in accordance with the schedule set forth below:

	Hours/Bi-weekly Pay Period	Days
Through completion of 5 years service	5.0	16
6 years through completion of 10 years service	6.0	19.5
After completion of 10 or more years of service	8.0	26

Section 2. Vacation leave may be used by the employee for the purpose of vacation, in accordance with the provisions set forth within this Article.

Section 3. Vacation leave may accrue to a maximum of 480 hours, (60 days); ~~Upon~~upon separation of employment no employee shall be paid more than a maximum of 240 hours (30 days) of vacation leave.

Section 4. Employees are encouraged to use at least five (5) vacation leave days per calendar year for purposes of vacation.

Section 5. An employee seeking to use his vacation leave for purposes of vacation and/or attending to personal matters shall submit a Leave Request Form to the office of the Department Head at least forty-eight (48) hours in advance of the first day of requested leave, except in emergency situations. Requests for vacation leave of more than two (2) consecutive working days must be submitted to the office of the Department Head at least two (2) weeks in advance of the first day of requested leave. All requests for use of vacation leave are subject to the approval of the Department Head, which approval shall not be unreasonably withheld. The Department Head, in his sole discretion, may approve use of vacation leave with shorter notice than specified in this Section

Section 6. An employee may take all of his accrued vacation leave for purposes of vacation and/or personal matters, up to a maximum of four (4) weeks at any one time, at the discretion of the Department Head.

Section 7. Probationary employees shall accrue vacation leave, but shall not be eligible to use vacation leave during the first three (3) months of employment with the Town.

Section 8. Vacation leave shall be compensated upon termination of employment at the rate of pay in effect on the date of such termination.

Union _____
Date: 10-23-14

Town BMT
Date: 10/23/2014

Section 9. The Town provides two (2) additional eight-hour days of leave – i.e., the employee's birthday holiday and a floating holiday, both of which shall be scheduled by the employee pursuant to the Town's vacation leave request procedure, which shall count toward the overtime calculation.

SICK LEAVE

Section ~~9~~10: All full-time employees shall accrue sick leave at the rate of 2.16 hours per pay period, or seven (7) days per year, and shall be eligible to accrue up to a maximum of 320 hours (40 days).

Section 11~~0~~: To be granted sick leave with pay, the following procedures must be strictly adhered to:

(a) The employee shall notify the Department Head or their supervisor not later than one hour prior to the beginning of the employee's normal work shift. Failure to appropriately and timely notify the Department of the ~~employees~~employee's absence shall result in an unauthorized leave without pay for that day.

(b) Sick leave shall not be authorized prior to the time it is earned and credited to the employee.

(c) Sick leave may be granted to an employee because of sickness or illness of a member of the immediate family. Members of the immediate family, for purposes of granting sick leave shall be construed to mean one of the following: spouse, domestic partner, children or parents. The relationship given shall include those arising from marriage, or adoption or legal guardianship.

(d) Employees who have submitted their resignation are no longer eligible for sick leave without the express written permission of their Department Head and the Town Manager.

(e) Sick leave shall not be used for vacation leave.

After three (3) consecutive workdays of absence, or at the discretion of the Department Head, the employee may be required to submit a physician's certification of illness. Claiming sick leave when physically fit shall be cause for discharge.

TERMINAL PAY

Section 12~~1~~. The Town will provide terminal pay (i.e. payment of earned sick leave) to its full-time employees at voluntary resignation, layoff, or retirement, or to their beneficiaries if service is terminated by death. Terminal pay shall not exceed an amount determined as follows:

Union _____
Date: 10-23-14

Town BMT
Date: 10/23/2014

6 months - 5 years full-time service	25 % times the number of days (or hours) of accumulated sick leave
6-10 years full-time service	37.5 % times the number of days(or hours) of accumulated sick leave
10+ years full-time service	50 % times the number of days (or hours) of accumulated sick leave.

PERSONAL LEAVE:

Section 132. Employees may use five (5) days of sick leave per fiscal year designated as personal leave.

Section 143. Employees seeking to use personal leave must provide notification in accordance with the employee's departmental procedures prior to the beginning of the employee's workday.

Section 154. Personal Leave ~~can not~~cannot be carried over from year to year. Personal leave must be used in a minimum of full hour increments.

Union _____
Date: 10-23-14

Town BMT
Date: 10/23/2014

ARTICLE 22
MAJOR ILLNESS LEAVE

Section 1. Paid major illness leave is available upon application by employees who need to be off work for an extended period due to their own major illness or injury. Major illness leave may not be utilized by employees who are injured in the line of duty (~~Worker's~~Workers' Compensation).

A major illness is defined generally as a non-work related illness or injury requiring medical treatment and enforced recuperation or ongoing intermittent/continual treatment under a doctor's orders.

Recurring, common illnesses or maladies such as colds, a sore back, etc., which exhaust regular sick leave, **do not qualify an employee for major illness benefits.**

Section 2. Major illness leave shall be accumulated at 1.5 hours per pay period to a maximum of 80 hours (ten (10) workdays). Employees must be in an active pay status during the pay period to be eligible to earn major illness leave. All unused hours that are accumulated are not eligible for payment to the employee upon separation of employment from the Town.

Section 3. Employees applying for the use of major illness leave must submit a Physician's Certificate documenting the illness. The application for receiving major illness leave must be recommended by the Department Head and forwarded to the Town Manager for consideration and possible approval. Following the use of major illness leave for purposes other than absences due to ongoing intermittent/continual treatment, a doctor's statement of "fitness for full duty" shall be required in order to return to work.

Section 4. Employees who become eligible for short or long term disability during the documented illness shall be required to use the short term or long term disability provided by the Town. Employees may use vacation leave to supplement the short-term and long-term disability.

Union _____
Date: 10-7-14

Town BMT
Date: 10/7/2014

ARTICLE 23
~~FUNERAL~~ BEREAVEMENT LEAVE

Section 1. The Town agrees that when a death occurs in the immediate family of an employee, he or she shall be granted three (3) days of paid leave at their prevailing rate of pay. In the event that the funeral is held in a state other than Florida, an additional two days of paid funeral leave may be granted at the discretion of the Department Head.

Section 2. For the purpose of this Article, the immediate family shall consist of: parents, spouse, children, domestic partner, sister, brother, grandparents and those relationships that arise as a result of marriage or adoption, or legal guardianship.

Section 3. Proof of death must be furnished to the Department Head in order for the employee to receive compensation pursuant to Section 1 and 2 of this article. Proof of death shall be a published death notice or such other documentation that is acceptable to the Department Head.

Union _____ **Town** _____
Date: 1/14/15 **Date:** 1/14/2015

ARTICLE 24
JURY DUTY

Section 1. Any full-time employee who is required to be absent from his regular duties by reason of jury duty shall be excused from duty with pay. ~~Employees shall be entitled to all fees received as a juror.~~ If the employee receives payment from the Court, the employee must endorse the check over to the Town.

Section 2. Employees who seek to be excused from duty under this article shall present official notice of jury duty to their supervisor at least twenty-four (24) hours in advance of the scheduled jury duty (unless the employee actually receives less than twenty-four hours advance notice of jury duty). Employees who are required to be absent from duty by reason of jury duty shall submit documentation to the Town showing all days and hours of jury duty upon return to work. Upon being released from jury duty the employee shall immediately report for work except that employees released from jury duty on or after 2:00 p.m. shall not be required to report for work until the next working day.

Union _____
Date: 10-7-14

Town BMT
Date: 10/7/2014

ARTICLE 25
INSURANCE

The Town agrees to pay the premiums for the group hospitalization, medical and dental plans in the following manner for all full-time bargaining unit members:

Insurance Benefits

A. Individual plans (Medical, Dental, Vision and Life Insurance) employer pays 100% of the premiums.

B. The Town agrees to continue to maintain the ~~current~~ same level of coverage (Medical, Dental and Vision) and the Town's eligible employees payment participation at the current rates as defined in the schedule of employee benefits for employee/spouse, employee/child, or employee/family plan as is afforded to all ~~regular full-time~~ eligible employees.

C. The employee's agree to share equally in any ~~increase~~ adjustment in cost of employee/spouse, employee/child, or employee/family for Medical Plan as defined in the schedule of employee benefits equal to all other eligible Town employees. The Town at its own discretion may choose to pay a greater percentage of the increase costs of employee/spouse, employee/child, or family plan as defined in the schedule of employee benefits.

The Town and the Union also agree to consider other insurance plans and options available and, upon mutual consent of the parties, this article may be amended during the term of this Agreement.

D. The Town agrees to continue to maintain the ~~current~~same level of coverage for short term and long term disability as defined in the schedule of employee benefits as is afforded to all regular full-time employees.

~~E. The parties agree to reopen negotiations for insurance benefits prior to the second (2nd) and third (3rd) year of this Agreement.~~

E. The Town agrees to reimburse employees for the cost of the Hepatitis A (Gamaglobulin) vaccine as medically necessary. The Town agrees to reimburse employees for the administration of the Hepatitis B vaccine. The Town agrees to reimburse employees for the AIDS vaccine, should such a vaccine be approved by the U.S. Government and made available.

Union _____ **Town** BMT
Date: 11/5/14 **Date:** 11/5/2014

ARTICLE 26
~~PAY PLAN~~WAGE SCALE

Section 1. Effective October 1, 20~~08~~14 through September 30, 20~~09~~15, pay schedules recommended range for bargaining unit employees shall be as follows:

	Minimum	Maximums
Job Title	Salary Level	Salary Level
Custodian (Annual)	$20,566.21	$31,603.16
(Hourly)	$ 9.89	$15.19
Equipment (Annual)	$22,731.08	$34,034.18
Operator I (Hourly)	$10.93	$16.36
Equipment (Annual)	$28,143.24	$48,620.25
Operator II (Hourly)	$13.53	$23.38
Equipment (Annual)	$33,542.50	$51,000.77
Operator III (Hourly)	$16.13	$24.52
Maintenance(Annual)	$20,566.21	$31,603.16
Worker I (Hourly)	$9.89	$15.19
Maintenance(Annual)	$22,731.08	$34,034.18
Worker II (Hourly)	$10.93	$16.36
Maintenance Worker III (Annual)	$29,863.64	$46,781.28
(Hourly)	$14.36	$22.49
Facilities Maintenance (Annual)	$24,128.96	$34,856.64
Worker I (Hourly)	$11.60	$16.76
Facilities Maintenance (Annual)	$30,080.04	$41,621.58
Worker II (Hourly)	$14.46	$20.01
Facilities Maintenance (Annual)	$35,706.53	$51,270.66
Worker III (Hourly)	$17.17	$24.65

Union _____ **Town** BMT
Date: 1/14/15 **Date:** 1/14/2015

Facilities Mechanic I (Annual) (Hourly)	$28,565.22 $13.73	$38,525.76 $18.52
Facilities Mechanic II (Annual) (hourly)	$32,676.88 $15.71	$45,405.36 $21.83
Irrigation Technician I (Annual) (Hourly)	$27,375.00 $13.16	$37,723.14 $18.14
Irrigation Technician II (Annual) (Hourly)	$31,919.47 $15.35	$41,048.28 $19.73
Storm Water Technician I (Annual) (Hourly)	$29,863.64 $14.36	$46,781.28 $22.49
Storm Water Technician II (Annual) (Hourly)	$33,542.50 $ 16.13	$51,000.77 $24.52
Traffic Maintenance Technician I (Annual) Technician (Hourly)	$27,375.00 $13.16	$36,232.56 $17.42
Traffic Maintenance Technician II (Annual) (Hourly)	$30,512.85 $14.67	$40,131.00 $19.29
Dock Attendant (Annual) (Hourly)	$20,969.47 $10.08	$31,603.16 $15.19
Grounds Maintenance (Annual) Crew Leader (Hourly)	$25,978.37 $12.49	$42,542.72 $20.45
Mechanic I (Annual) (Hourly)	$25,384.10 $12.20	$38,896.20 $18.70
Mechanic II (Annual) (Hourly)	$30,308.10 $14.57	$47,404.74 $22.79
Operations Technician I (Annual) (Hourly)	$29,651.40 14.26	$43,273.13 $20.80

Union _____ **Town** BMT
Date: 1/14/15 **Date:** 1/14/2015

Ground Maintenance (Annual)	$22,731.08	$34,034.18
Worker II (Hourly)	$10.93	$16.36
Foreman (Annual)	$30,296.45	$51,515.10
Hourly	$14.57	$24.77
Vehicle Maintenance Foreman (Annual)	$33,542.50	$55,636.31
Hourly	$16.13	$26.75
Foreman General Infrastructure (Annual)	$31,811.27	$54,090.86
Hourly	$15.29	$26.01

~~The parties agree to reopen negotiations for wages prior to the second (2nd) and third (3rd) year of this Agreement.~~

Section 2. The Town Manager may in ~~his or her~~his discretion place newly hired employees at a range in the pay scale commensurate with the employee's training and experience.

Union _____
Date: 1/14/15

Town BMT
Date: 1/14/2015

~~Section 3. During the term of this Agreement, except as may be otherwise negotiated between the parties, full-time employees shall move through the pay ranges at a percentage determined by the employee's annual evaluation of 0-5% or the percentage rate defined in the Employee Handbook, whichever is greater upon each employee's anniversary date each year.~~

Section 3. All employees covered by this Agreement shall receive a two (2) percent increase in their annual compensation retroactive to October 1, 2014. Any covered employees hired or promoted after October 1, 2014 shall receive a two (2) percent increase effective as of their date of hire or promotion.

Section 4~~3~~. Full-time employees shall receive longevity payments in the cardinal years of their employment at rates which match the year reached: 5 years, $500, 10 years, $1000, 15 years, $1,500, and so on. Employees receiving longevity prior to 10-1-99 under the previous plan ($500/year 5 -10 years, $1000/year 10+ years) shall continue to receive longevity at this rate until the pension plan negotiated between the parties is implemented. When the pension plan is implemented all longevity will be paid at one half the current rates ($250 for 5 -10 years; $500 for 10 + years) for those employees already receiving longevity as of 10-1-99 only. Employee's not yet in longevity, it will be as described in sentence 1 of this paragraph.

~~Section 5. No employees shall receive a cost of living pay increase during the first (1st) year of this Agreement, from October 1, 2011 to September 30, 2012. The parties agree to reopen negotiations for wages prior to the second (2nd) and third (3rd) year of this Agreement.~~

Section ~~6~~45. Evaluations will be conducted on a form, which clearly sets forth the criteria to be used in evaluating employees. Evaluations will be conducted in a fair, nondiscriminatory manner.

Union _____ **Town** BMT
Date: 1/14/15 **Date:** 1/14/2015

ARTICLE 27
ILLNESS/INJURY IN THE LINE OF DUTY

Section 1. A Town employee who sustains an illness/injury in the line of duty shall pursuant to Chapter 440 Florida Statutes receive a benefit equal to the employee's normal salary less ~~Worker's~~Workers' Compensation, Social Security and any other such benefits received by the employee which are provided by the Town as set forth in the Employee Handbook. ~~Such benefits shall not be approved when it is determined that the illness/injury occurred through the employee's negligence or willful misconduct. The employee may then draw upon accrued sick leave in lieu of the Workers Compensation benefits.~~

Section 2 . ~~The benefits provided in Section 1 of this article shall be paid for a maximum of ninety (90) calendar days.~~ For a period not to exceed ninety (90) calendar days, the Town shall contribute a portion of the injured employee's salary to ensure that the employee receives 100 percent of his salary. Such benefit shall not be provided when it is determined that the illness/injury occurred through the employee's negligence or willful misconduct. The employee may then draw upon accrued sick leave. Thereafter, the injured employee shall receive the salary percentage set forth in applicable Florida law.

Union _____
Date: 10-16-14

Town BMT
Date: 10/16/14

ARTICLE 28
PENSION FUND

The Town will provide a defined contribution pension plan to all full-time employees of the bargaining unit. Such employee will be able to choose among investment alternatives of the plan for funds contributed on his behalf. ~~Part-time employees as of the ratification of this Agreement will be grandfathered into the Pension Plan.~~

~~The parties agree to reopen negotiations for Pension prior to the second (2nd) and third (3rd) year of this Agreement.~~

~~The Town will contribute five percent (5%) of each employee's compensation to each member's retirement account. Each member may contribute up to an amount applicable under current law each year to his retirement account. In addition, the Town will match one-half of a member's contribution up to two and one-half percent (2 ½ %) of the member's annual compensation which shall be suspended during the first year of this Agreement. The Town's maximum contribution to a member's retirement account will be seven and one-half percent (7 ½ %) of the member's annual compensation, except for the first year of this Agreement.~~

After one (1) year of continuous full-time employment with the Town, the Town will contribute five (5) percent of each employee's compensation to the employee's pension fund. In addition, for those employees who choose to contribute to the Town-sponsored deferred compensation plan, the Town will match one-half of a employee's contribution up to two and one-half (2 ½) percent of the employee's annual compensation. The Town's maximum contribution to a member's retirement account will be seven and one-half (7 ½) percent of the employee's annual compensation. Each member may contribute up to an amount applicable under current law each year to his retirement account.

~~Other provisions of the Town Retirement Plan will be as found in the Adoption Agreement between the Town of Lake Park and the Variable Annuity Life Insurance Company (VALIC).~~

Should the Town desire to modify the pension plan provider, the Town will impact bargain.

Union _____
Date: 10-16-14

Town GMT
Date: 10/16/14

ARTICLE 29
SAVINGS CLAUSE

It is agreed by and between the parties that if any provision(s) of this Agreement is for any reason held or declared to be unconstitutional, inoperative, or void, such holding of invalidity shall not affect the remaining portions of the Agreement; and the remainder of the Agreement after the exclusion of such provision shall be deemed to be held valid as if such provision had not been included therein.

Union _____
Date: 10-16-14

Town BMT
Date: 10/16/14

ARTICLE 30
DURATION OF AGREEMENT

This Agreement shall take effect upon ratification by the parties, retroactive to October 1, 2014, and shall remain in full force and effect through the 30th day of September, 2015 ~~and from year to year thereafter,~~ unless written notice of termination or amendment is given by either party 150 days but not less than sixty (60) days prior to the expiration of this Agreement.

Dated this_____ day of _____,2015.

ON BEHALF OF THE

TOWN OF LAKE PARK

ON BEHALF OF THE UNION

Federation of Public Employees, A Division of the National Federation Of Public and Private Employees (AFL-CIO)

_____
TOWN MANAGER

_____
BUSINESS REPRESENTATIVE

_____
MAYOR

_____
DIVISION PRESIDENT

TOWN SEAL ATTEST:

_____
WITNESS

_____
TOWN CLERK

Union _____
Date: 1/14/15

Town BMT
Date: 1/14/2015

Collective Bargaining Agreement

between

the Town of Lake Park

and

The Federation of Public Employees, a Division of the National Federation of Public and Private Employees, (AFL-CIO)

October 1, 2014 — September 30, 2015

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PREAMBLE

This Collective Bargaining Agreement, hereinafter referred to as the "Agreement", is entered into by and between the Town of Lake Park, hereinafter referred to as the "Employer" or "Town", and the Federation of Public Employees, Division of the National Federation of Public and Private Employees (AFL-CIO), hereinafter referred to as the "Union".

ARTICLE I
RECOGNITION

The Town recognizes the Federation of Public Employees, A Division of the National Federation of Public and Private Employees (AFL-CIO) as the exclusive bargaining agent for all regular full-time and regular part-time operational services employees in the Town of Lake Park in the following positions:

Operations Technician I, Foreman, Foreman General Infrastructure, Custodian, Mechanic I and II, Facilities Mechanic I and II, Facilities Maintenance Worker I, II and III, Grounds Maintenance Worker II, Equipment Operator I, II, and III, Maintenance Worker I, II and III, Irrigation Technician I and II, Traffic Maintenance Technician I and II, Storm Water Technician I and II, Grounds Maintenance Crew Leader, Vehicle Maintenance Foreman, and Dock Attendant. Specifically excluded are all other employees of the Town of Lake Park.

Employees in the certified bargaining unit description under Public Employment Relations Commission (PERC) Certification No. 1504 and as amended on December 21, 2012 are the recognized bargaining unit.

ARTICLE 2
NON-DISCRIMINATION

Section 1. All references in this Agreement to employees of the male gender are used for convenience only, and shall be construed to include both male and female employees.

Section 2. Neither the Union, its representatives or members, nor the Town, or its representatives will intimidate or coerce any employee or discriminate against any employee by reason of his membership or non-membership in any union.

Section 3. Neither the Union, its representatives or members, nor the Town or its representatives shall discriminate against any employee regardless of race, color, religion, national origin, sex, age, disability, familial status, marital status, sexual orientation or gender identity or expression.

Section 4. The Town and the Union agree that the provisions of this Agreement shall apply to all bargaining unit employees, without regard to race, color, religion, national origin, sex, age, disability, familial status, marital status, sexual orientation or gender identity or expression.

ARTICLE 3
DUES DEDUCTION

Section 1. Upon receipt of a lawfully executed written authorization form from a bargaining unit employee, the Town agrees to deduct the current regular Union dues from the employee's pay once each pay period and remit such deductions along with each members first, middle and last name, amount of deduction, and the date of deduction to the Union office within fifteen (15) working days from the date of deduction. The Union will notify the Town in writing, thirty (30) days prior to any change in its regular dues structure. The Employer is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and shall not honor any request of this nature other than for union dues and uniform Union assessment except for garnishment in accordance with state law.

Section 2. Any member who wishes to cancel membership in the Federation will be required to submit a notice, in writing, to the Federation with a copy to the employer, thirty (30) days in advance, authorizing cancellation of their membership/dues deduction.

Section 3. The Union shall provide the necessary Dues Deduction Authorization Form for its members, a copy of which is attached hereto as Exhibit "A".

Section 4. The Employer will provide to the Union at the Union's office, on an annual basis and as changes, modifications or adjustments, occur, a roster of all employees of this bargaining unit to include first name, middle initial, last name, I.D. #, job classification, date of hire, home address, home telephone number, and work location.

Section 5. The Union shall indemnify and hold the Town harmless against any claim made against the Town by any employee concerning any dispute over the deduction of Union dues.

Section 6. Union deductions including any amounts to the Federal Voluntary Political Action and/or Scholarship Fund shall be made in accordance with forms provided by the Federation and executed and authorized by the employee authorizing said deductions. Such deductions shall be transmitted to The Federation within thirty (30) days after the deductions have been made. The Town agrees to provide such payroll type codes as are necessary to comply with these provisions. The Federation shall hold the Town harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken by Town to comply or attempt to comply with the provisions of this section.

ARTICLE 4
UNION BUSINESS

Section 1. The Union may designate two (2) members of the bargaining unit as a Union representative, and (2) members of the bargaining unit as an alternative representative who will be permitted to act as the Union representative in the absence of the designated Union representative, such designation to be in effect during the term of this Agreement. The Union shall advise the Town, in writing, of the names of its bargaining unit representative and alternate at the time the Agreement is executed and within thirty (30) days of the date any changes are made.

Section 2. One bargaining unit representative or alternate, in the absence of the Union representatives, will be allowed up to one (1) hour without loss of pay to discuss a grievance, after obtaining permission from the representative's (or alternative's) supervisor. Such permission shall not be unreasonably withheld, but will not be granted if:

(a) Absence of the employee would jeopardize Town operations,

(b) Absence of the employee would result in overtime,

(c) Absence of the employee would result in the total time off for Union work by all employees in the bargaining unit being more than an aggregate of four (4) hours in any calendar month.

Section 3. Any member of the Board of Directors of the Union attending State and National functions of the Union will attend such functions after providing appropriate notice using accrued leave time, due compensatory time, or, if approved, leave without pay.

Section 4. The Union, its members, agents, representative or any person acting on its behalf are hereby prohibited from:

(a) Soliciting public employees during working hours of any employee who is involved in the solicitation.

(b) Distributing literature during working hours in areas where the actual work of public employees is performed, such as offices, warehouses, schools, police stations, fire stations, and any similar public installations. This section shall not be construed to prohibit the distribution of literature during the employee's lunch hour or in such areas not specifically devoted to the performance of the employee's official duties.

ARTICLE 5
BULLETIN BOARD

Section 1. The Town shall furnish space for a bulletin board in the department for the exclusive use of the Union in connection with Union business.

Section 2. Material that is defamatory, scurrilous, untruthful, promotes actions that violate the law, Town Ordinances or written policies, or this Agreement, may be removed by the Town. The Town shall notify the Union steward whenever any material is removed from the bulletin board pursuant to this section.

Section 3. Any notice placed on the bulletin board shall bear on its face the name of the person responsible for placing such notice or item on the board, and the date of posting.

ARTICLE 6
PROHIBITION OF STRIKES

Section 1. Strike definition: "Strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part of any group of employees from the full and faithful performance of their-duties of employment with the Town, the Employer, for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment of the rights, privileges, or obligations of their employment or in a deliberate and concerted course of conduct which adversely affects the services of the employer, the concerted failure to report for work after the expiration of a collecting bargaining agreement and picketing in furtherance of a work stoppage.

Section 2. The Union agrees not to engage in a strike as defined in Section 1 of this article.

Section 3. Any employee who participates in, or promotes a strike, as defined above, shall be subject to discipline up and to and including discharge. Such disciplinary action by the Town Administration shall not be subject to the grievance procedure.

Section 4. In the event of a strike, as defined presently in the Public Employee Relations Act, Section 447.203(6), with the cooperation of the Town Administration, the local representative of the Union shall promptly and publicly disavow such strike or work stoppage and order the employees to return to work and attempt to bring about prompt resumption of normal operations. An authorized Union representative shall notify the Town within twenty-four (24) hours after the commencement of such strike, what measure it has taken to comply with the provision or the provisions of this Article.

Section 5. Failure to abide by the terms set forth in this Article shall permit either party to seek recourse in accordance with Florida Statutes Chapter 447.501, Part II (as interpreted by the Public Employees Relations Commission).

Section 6. The Town shall not lock out employees. Lock out is defined as the withholding of employment by the Town from its employees for the purpose of either resisting their demands or gaining a concession from them.

ARTICLE 7
MANAGEMENT RIGHTS

Section 1. The Union recognizes the prerogatives of the Town to operate and manage its affairs in all respects; and the powers of authority, which the Town has not officially abridged, delegated or modified by this Agreement, are retained by the Town. Management officials of the Town retain the rights, in accordance with applicable laws, regulations and provisions of the Handbook of Procedures and Policies for Employees of the Town of Lake Park, hereinafter referred to as the "Employee Handbook", not in conflict with this Agreement, including but not limited to the following:

(a) To manage and direct the employees of the Town.

(b) To hire, promote, transfer, schedule, assign and retain employees in positions with the Town.

(c) To suspend, demote, discharge or take other disciplinary action against employees for cause.

(d) To relieve employees from duties because of lack of work, funds or other legitimate reasons.

(e) To maintain the efficiency of the operations of the Town.

(f) To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work.

(g) To determine the organization to Town Government.

(h) To determine the number of employees to be employed by the Town.

(i) To determine the number, types and grades of positions of employees assigned to an organization unit, department or project.

(j) To determine internal security practices.

(k) To determine matters included in Employee Handbook and Administrative Orders.

Section 2. The Town Commission has the sole authority to determine the purpose and mission of the Town and the amount of budget to be adopted.

Section 3. If it is determined that a civil emergency and conditions exist, including but not limited to riots, civil disorders, hurricane conditions, similar catastrophes or exigencies, the provisions of this Agreement may be suspended by the Town Manager or his designee during the period of the declared emergency, provided that pay and other compensation shall not be suspended.

Section 4. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions, is not always specifically described, and employees, at the discretion of management, may be required to perform other job related duties not specifically contained in their job description.

Section 5. Delivery of Town services in the most efficient, effective and courteous manner is of paramount importance to the Town of Lake Park. Accordingly, Union agrees that it will instruct its members to work diligently in order that the services performed meet the above standards.

Section 6. Those inherent managerial functions, prerogatives and policy making rights which the Town has not expressly modified or restricted by a specific provision of this Agreement, are not in any way directly, or indirectly, subject to the grievance or arbitration procedures contained herein.

ARTICLE 8
GRIEVANCE AND ARBITRATION

Section 1. A grievance, as used in this Agreement, is limited to a complaint or request of a bargaining unit member of the Union which involves the interpretation of, application of, or compliance with the provisions of this Agreement. A grievance shall be processed in the following manner:

Step 1 (Informal Meeting) Within five (5) working days of the occurrence of any event, giving rise to a grievance or the affected parties first knowledge of an event that is basis for a grievance, a shop steward and the grievant employee, of the Union will first discuss any grievance informally at Step 1 meeting with his immediate supervisor and seek resolution. If the grievant is a supervisor, the grievance shall be submitted directly at Step 2.

Step 2 If the grieving employee or the Union is not satisfied with the response at Step 1, the employee or the Union shall, within ten (10) working days of the conclusion of the Step I informal meeting, file a written grievance signed by the grievant and the Union with the office of the Department Head on the form attached to this Agreement as Exhibit "B". The Department Head, or in his absence the Department Head's designee, shall meet with the Employee, Shop Steward and/or the Union Business Representative within ten (10) working days of receipt of the written grievance. The Department Head will render a decision in writing within five (5) working days from the Step 2 grievance meeting.

Step 3 Within ten (10) working days from the time that the Union receives, at the Union office, the Department Head's Step 2 written decision, and if the aggrieved party is not satisfied with the action taken by the Department Head, then the Union shall give notification to file Step 3 grievance with the Town Manager.

The Town Manager or his designee shall convene the Step 3 grievance meeting within ten (10) working days of notification by the Union of its intent to move to Step 3. The Town Manager, or designee, will render a decision in writing within ten (10) working days after the Step 3 meeting.

Step 4 If the grievance is not resolved at Step 3, the Union may file a written request for arbitration with the Federal Mediation and Conciliation Service (FMCS) within thirty (30) working days from receipt of Step 3 answer at the Union office.

Section 2. Failure of the Town to respond to a grievance within the time periods set forth in this Article 8 shall result in automatic advancement of the grievance to the next step. Failure of the employee or the Union to comply with the time periods set forth in Article 8 shall result in the grievance being abandoned. However, the parties may mutually agree in writing to extend the time periods herein.

Section 3. When a grievance applies to two or more employees or a discharged employee it shall be presented in writing directly at Step 3 of the Grievance Procedure, within the time limits provided for the submission of a grievance at Step 2 from receipt at the Union Office and shall be signed by the employee (in the case of a discharge only) and the Shop Steward or Union Business Representative on their behalf.

Section 4. All discharge grievances and any other grievances mutually agreed upon for expedited processing, must be confirmed in writing by the Employer and Union and then shall be arbitrated on an expedited basis. To accomplish this goal, the Town and the Union shall confer and select an arbitrator within seven (7) working days after receiving the FMCS panel. The parties further agree that the arbitrator may be notified telephonically of his selection and that the time periods for expedited arbitration set forth herein shall be communicated to the arbitrator at the time he or she is notified of his selection.

Section 5. The cost of the arbitrator's fee and the arbitrator's expenses shall be borne equally by the parties. Each party shall bear its own costs for all other expenses they incur.

Section 6. The Union reserves the right not to represent employees who are not members of the Union.

Section 7. In the event that either party claims that a dispute is non-arbitrable, the arbitrator shall rule on that issue and if that is determined to be arbitrable, shall rule on the merits of the grievance.

ARTICLE 9
DOCUMENTS

Section 1. The Town agrees that an employee shall be given a copy of all material placed in the person's individual file and shall have the right to include written refutation (including witness statements) of any material considered by the employee to be detrimental.

Section 2. The Town agrees that an employee shall have the right to inspect his official personnel record and shall have the right to make copies of this record for his use at no cost to the employee.

ARTICLE 10
PROMOTIONAL POLICIES

Section 1. The Town will post written announcements of promotional opportunities at least ten (10) working days prior to the closing date for applications. Applications submitted after the closing date shall not be considered.

Section 2. When employees are competing for a promotional vacancy, the employee's seniority and qualifications shall be considered, with qualifications being the deciding factor in filling said vacancy. If qualifications are equal among competing employees, seniority will be the basis of selection. For purposes of this article, qualifications will be defined as the employee's ability to efficiently and effectively assume the responsibilities and duties of a given position.

Section 3. An employee filling a promotional vacancy shall serve a probationary period of 180 days. If during the trial period the employee cannot satisfactorily perform the duties of the position, the employee shall be returned to his former status with no loss of seniority.

Section 4. If an employee is promoted to a job classification within the bargaining unit, he shall be entitled to a pay increase equal to either the entry level pay or a five percent (5%) increase from their then current salary, whichever is greater.

ARTICLE 11
PROBATIONARY PERIOD

New employees will be classified as probationary employees for the first six (6) months of continuous employment, during which time such employees may be laid off or discharged and will have no right to grieve or appeal their discharge. The Town agrees that employees who are laid off or discharged during their probationary period shall have the right to discuss their discharge with their immediate supervisor and the Department Head.

ARTICLE 12
SENIORITY AND LAY-OFF

Section 1. For the purpose of this Agreement, seniority shall be defined as the total length of a regular full-time employee's and a regular part-time employee's continuous service within the bargaining unit recognized by this Agreement. Regular part-time employees shall accrue seniority on a pro-rated basis, based on the number of hours worked (except as provided below). Seniority shall continue to accrue during all types of paid leave approved by the Town, and for the first three (3) months of all other leave approved by the Town. An employee shall lose all seniority only upon any of the following:

(a) resignation;

(b) discharge;

(c) lay off for a period of more than twenty-four (24) months;

(d) retirement;

(e) the expiration of an approved leave of absence of more than one (1) year, if the employee does not return to work;

Section 2. Newly hired probationary employees shall accrue no seniority until they become regular full-time employees, whereupon their seniority will date from the first date of continuous employment.

Section 3. The Town shall establish a seniority list for bargaining unit employees, post the seniority list and provide a copy to the Union Business Representative mailed or facsimiled to the Union office annually and as changes, modifications or adjustments occur or at the same time that any lay-off is announced.

Section 4. The Town Manager shall determine the classification and number of employees to be laid off. When the lay-off occurs, employees shall be laid off in the inverse order of their seniority within the bargaining unit at the time of the lay off.

In the event of a lay-off, the Town will notify the affected employees and the Union in writing at least thirty days prior to the effective date of the lay-off. If thirty days notice is not provided, then the Town will pay the employees the difference between 30 calendar days and the date of notice.

If a lay-off takes place, employees displaced by the lay-off may exercise their seniority to bump a less senior employee into a job for which they are most qualified within the bargaining unit based upon documentation of their qualifications.

In the event that two (2) or more employees affected by this lay-off have the same amount of seniority, the more qualified employee within the bargaining unit (based upon documentation of their qualifications) shall be retained.

Section 5. Recall from Lay-off. Employees in lay-off status will retain recall rights for one year. Recall notice will be made by certified mail to the last address on the employee's records. It shall be the employee's obligation to provide a current address to the Town. Recalled employees must notify the Town of their acceptance of recall within five days of receipt of the recall notice

Section 6. Vacation Leave. Vacation scheduling conflicts shall be resolved on the basis of seniority, if notice has been given to the Town of thirty (30) days or more. If less than thirty (30) days notice has been given by the employee, vacation may be approved by the Department Head on a first come, first served basis.

ARTICLE 13
DRUG FREE WORKPLACE POLICY

Section 1. PURPOSE.

As a part of its commitment to safeguard the health of its employees, to provide a safe place for its employees to work and to promote a drug-free community, the Town has established its Drug Free Workplace Policy and Procedures on the use or abuse of alcohol and drugs by its employees. Substance and alcohol abuse, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a variety of workplace problems including increased injuries on the job, increased absenteeism, increased health care and benefit costs, increased theft, decreased morale, decreased productivity and a decline in the quality of products and services provided. Continuing research and practical experience have proven that even limited quantities of narcotics, abused prescription drugs or alcohol can impair reflexes and judgment. For these reasons, the Town policy requires that all employees must report to work and work completely free from the presence of illegal drugs or alcohol in their bodies, and to assist employees in overcoming any dependence on drugs and/or alcohol in accordance with the following guidelines.

This policy is established to provide guidelines on handling incidents of alcohol and/or drug abuse as it relates to the workplace, in compliance with the drug-free workplace requirements under the Florida Statutes Workers' Compensation Chapter (Fla. Stat. § 440.101-02). The legislative intent of the Chapter is to promote drug-free workplaces in order for employers to be afforded the opportunity to maximize their levels of productivity, enhance their competitive positions in the marketplace, and reach their desired levels of success without experiencing the costs, delays, and tragedies associated with work-related accidents resulting from drug abuse by employees. Further, drug abuse is discouraged under the statute, and employees who choose to engage in drug abuse face the risk of unemployment and the forfeiture of workers' compensation benefits. To qualify as having established a drug-free workplace program under Chapter 440 and to qualify for discounts provided under section 627.0915, Florida Statutes, and deny medical and indemnity benefits under this chapter, the Town must implement drug testing that conforms to the standards and procedures established in section 440.102. The Town has implemented a drug-free workplace program in accordance with the notice, education, and procedural requirements taken directly from the comprehensive procedures outlined in Florida Statute § 440. 102. Chapter 59A-24 of the Florida Administrative Code, containing the Drug-Free Workplace Standards adopted by the Agency for Health Care Administration, is also hereby incorporated by reference and shall be utilized for all drug testing pursuant to Chapter 440, Florida Statutes.

Questions concerning the Town's policy should be presented to the Human Resources Director for guidance or clarification.

Section 2. DEFINITIONS.

The definitions set forth in Chapter 440, Florida Statutes, and Chapter 59A-24 Florida Administrative Code will apply to the terms used in this policy. In pertinent part:

a. **Confirmation test, confirmed test, or confirmed drug test** refer to a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen, which test must be different in scientific principle from that of the initial test procedure and must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.

b. **Drug** means alcohol, including a distilled spirit, wine, a malt beverage, or an intoxicating liquor; an amphetamine; a cannabinoid[1]; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbituarate; a benzodiazepine; a synthetic narcotic; a designer drug; or a metabolite of any of the substances listed in this paragraph. An employer may test an individual for any or all of such drugs.

c. **Drug Rehabilitation Program** means a service provider, established pursuant to s. 397.311(33), Florida Statutes, that provides confidential, timely, and expert identification, assessment, and resolution of employee drug abuse.

d. **Drug test or test** refer to any chemical, biological, or physical instrumental analysis administered, by a laboratory certified by the United States Department of Health and Human Services or licensed by the Agency for Health Care Administration, for the purpose of determining the presence or absence of a drug or its metabolites.

e. **Initial Drug Test** means a sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens, using an immunoassay procedure or an equivalent, or a more accurate scientifically accepted method approved by the United States Food and Drug Administration or the Agency for Health Care Administration as such more accurate technology becomes available in a cost-effective form.

[1] "Drug" is defined herein as defined in Fla. Stat. § 440.102(1)(c). The section 440.102 has not been amended since the passage of Fla. Stat. § 381.986, the legislature has not expressly provided an exception to the definition of "drug" for medically prescribed low-THC Cannabis (as defined in section 381.986). "Drug" is therefore interpreted by the Town as including all cannabinoids, including low-THC Cannabis. However, through section 440.102(1)(l)'s reference to section 893.02 (which defines "cannabis" as excluding low-THC Cannabis), this policy shall treat low-THC Cannabis as a prescription drug, and all appropriate rules and requirements shall apply accordingly.

f. **Job Applicant** means a person who has applied for a mandatory-testing position. Mandatory testing positions include the following:

- Dock Attendant
- Equipment Operator I
- Equipment Operator II
- Equipment Operator III
- Facilities Mechanic
- Foreman General Infrastructure
- Foreman
- Grounds Maintenance Crew Leader

g. **Medical Review Officer or MRO** mean a licensed physician, employed with or contracted with an employer, who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results; and who has the necessary medical training to interpret and evaluate an employee's positive test result in relation to the employee's medical history or any other relevant biomedical information.

h. **Prescription or non-prescription medication** refer to drugs or medication obtained pursuant to a prescription as defined by section 893.02[2], Florida Statutes, or a medication that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.

i. **Reasonable-suspicion drug testing** means drug testing based on a belief that an employee is using or has used drugs in violation of the employer's policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:

[2] As referenced above in subsection (b), defining "drugs" under this Policy, section 893.02 defines "Cannabis" as excluding "low-THC cannabis", as long as the low-THC cannabis is manufactured, possessed, sold, purchased, delivered, distributed, or dispensed in conformance with section 381.986, Florida Statutes. Accordingly, such low-THC cannabis will be evaluated as a prescription drug, and employees must conform with the requirements of section (V)(F) of this Policy.

1. Observable phenomena while at work, such as direct observation of drug use or the physical symptoms or manifestations of being under the influence of a drug.
2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance
3. A report of drug use, provided by a reliable and credible source.
4. Evidence that an individual has tampered with a drug test during his or her employment with the current employer.
5. Information that an employee has caused, contributed to, or been involved in an accident while at work.
6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

j. **Mandatory-testing position** means a job assignment that requires the employee to carry a firearm, work closely with an employee who carries a firearm, perform life-threatening procedures, work with heavy machinery, work as a safety inspector, work with children, work with detainees in the correctional system, work with confidential information or documents pertaining to criminal investigations, work with controlled substances, or a job assignment that requires an employee security background check, pursuant to section 110.1127, Florida Statutes, or a job assignment in which a momentary lapse in attention could result in injury or death to another person.

k. **Special-risk position** means a position that is required to be filled by a person who is certified under Chapter 633 (Fire Prevention and Control) or Chapter 943 (Department of Law Enforcement), Florida Statutes.

l. **Specimen** means tissue, hair, or a product of the human body capable of revealing the presence of drugs or their metabolites, as approved by the United States Food and Drug Administration or the Agency for Health Care Administration.

Section 3 NOTICE

a. Prior to testing, an employee or job applicant shall receive proper notice in the form of this Comprehensive Alcohol and Drug Abuse Policy. Additionally, Chapter 59A-24 of the Florida Administrative Code shall be provided upon request.

b. The drugs to be tested for are included in the definition provided above. The following is a list of over-the-counter and prescription drugs which could alter or affect a test result:

   i. Alcohol: all liquid medications containing ethyl alcohol (ethanol). For example: Vick's Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contact Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof). Check the label of liquid medications for alcohol content.
   ii. Amphetamines: Obetrol, Biphetamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastin
   iii. Cannabinoids: Marinol
   iv. Cocaine: Cocaine HCl topical solution (Roxanne)
   v. Phencyclidine : Not legal by prescription
   vi. Methaqualone: Not legal by prescription
   vii. Opiates: Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guiatuss AC, NOvahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin, etc.
   viii. Barbiturates: Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butalbital, Phrenilin, Triad, etc.
   ix. Benzodiazepines: Ativan, Azene, Clonpin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax.
   x. Methadone: Dolphine, Metadose
   xi. Propoxyphene: Darvocet, Darvon N, Dolene, etc.

This list is not intended to be all-inclusive.

c. The following are the name, address and telephone number of the Town's Employee Assistance Program (EAP) through which substance abuse assessment and counseling services are available to Town employees. The Town will pay the cost of such services if the Town's sponsored EAP program is used:

Center for Family Services
4101 Parker Avenue
West Palm Beach, FL 33405
Telephone: 561-616-1222 ext. 227

d. The Town has a collective bargaining agreement, which acknowledges the Town's adherence to Fla. Stat. § 440 and requirements for a drug free workplace policy in conjunction with workers' compensation rights. For employees whose positions are covered by the collective bargaining agreement, appeals of disciplinary actions may be brought forth following the procedures set forth in the collective bargaining agreement. More specifically: All regular full-time and regular part-time employees may make an appeal of disciplinary action or other management decision by addressing the appeal to the Employee Complaint Review Committee (ECRC). In the event of an appeal of disciplinary action, the employee may request such an appeal requesting that the ECRC determine the appropriateness of the recommended disciplinary action. Such request shall be submitted in writing to the Human Resources Director within five (5) workdays of the disciplinary recommendation using the prescribed form. The Human Resources Director shall forward the request to the Town Manager who shall submit the request to the ECRC to convene the meeting.

Section 4 WHEN TESTING MAY BE REQUIRED

The Town may require an employee to submit to tests for the presence of drugs after proper notice, under any of the following circumstances:

a. As part of the initial screening process for job applicants applying for special-risk or mandatory-testing positions, as defined above.

b. Whenever an employee's job classification is changed such that the new job classification is a special-risk or mandatory-testing position, as defined above.

c. Whenever Reasonable-Suspicion Drug Testing is warranted, as defined above.

d. As part of routine fitness for duty drug testing for employees in special-risk or mandatory-testing positions.

The following job positions require a current commercial drivers' license and are subject to routine fitness for duty drug testing every two years:

- Foreman General Infrastructure
- Foreman
- Vehicle Maintenance Foreman
- Equipment Operator II
- Equipment Operator III
- Stormwater Technician I
- Stormwater Technician II
- Maintenance Worker II
- Maintenance Worker III
- Facilities Maintenance Worker III

For follow-up drug testing, if the employee in the course of employment enters an employee assistance program for drug-related problems, or a drug rehabilitation program, the employee is required to submit to a drug test as follow-up to such program, unless the employee voluntarily entered the program. In those cases, the Town has the option to not require follow-up testing. If follow-up testing is required, it must be conducted at least once a year for a two year period after completion of the program. Advance notice of a follow-up testing date must not be given to the employee to be tested.

Section 5 DRUG USE PROHIBITIONS FOR ALL EMPLOYEES

Though mandatory testing may only be conducted under the circumstances listed and described above, the following conduct is prohibited for all employees pursuant to the Town's effort to provide a safe, healthy, drug-free workplace and promote a drug-free community:

(a) All employees are prohibited from manufacturing, distributing, dispensing, possessing, using or being impaired, intoxicated or under the influence of drugs (as defined in the policy) while on duty, operating a Town vehicle or equipment or on Town property including parking areas or while otherwise performing Town duties away from the Town.

(b) An employee who is perceived to be under the influence of drugs will be removed immediately from the workplace and may be evaluated by medical personnel, if reasonably available. The Town will take further action based on medical information, work history and other relevant factors and will conduct the appropriate drug test if reasonable suspicion is found. The determination of what action is appropriate in each case rests solely with the Town.

(c) Employees arrested for an alcohol or drug related incident shall immediately notify their supervisor or Department Head who shall immediately notify the Human Resources Director.

(d) For the purpose of this policy, an employee is presumed to be impaired by drugs if the results of a urine test or any other accepted testing procedure is positive for the presence of one or more of the illegal substances for which the Town will test.

(e) The proper use of medication prescribed by your physician is not prohibited; however, this policy expressly prohibits the misuse of prescribed medications. Prescription drugs may also affect the safety of the employee, fellow employees or members of the public. Therefore, any employee who is taking any prescription drug which might impair safety, performance or any motor functions must advise his/her supervisor before reporting to work under such medication. Failure to do so may result in disciplinary action. It is the employee's responsibility to determine from his/her physician whether a prescribed drug may impair job performance. If the Town determines that such use does not pose a safety risk, the employee will be permitted to work. If such use impairs the employee's ability to safely or effectively perform his or her job the Town may, at its sole discretion, temporarily reassign the employee or grant a leave of absence during the period of treatment. Improper use of prescription drugs is prohibited and may result in disciplinary action, up to and including termination of employment. Prescription medication must be kept in its original container if such medication is taken during working hours or on Town property, or the prescription must be available to be brought in by the employee and made available upon request by the employee's supervisor within a reasonable period of time.

(f) It shall be the responsibility of each employee who observes or has knowledge of another employee in a condition which impairs the employee to perform his/her job duties, or who presents a hazard to the safety and welfare of others or is otherwise in violation of this policy, to promptly report that fact to his/her immediate supervisor.

Section 6 TESTING PROCEDURES AND EMPLOYEE PROTECTION

The following procedure will be used for testing in accordance with this Policy and Chapter 440:

A. A sample shall be collected with due regard to the privacy of the individual providing the sample, and in a manner reasonably calculated to prevent substitution or contamination of the sample.

B. Specimen collection must be documented and the documentation procedures shall include: (1) labeling specimen containers so as to reasonably preclude the likelihood of erroneous identification of test results; and (2) a form for the employee or job applicant to provide any information he or she considers relevant to the test, including identification of currently or recently used prescription or nonprescription medication or other relevant medical information. The form must provide notice of the most common medications by brand name or common name, as applicable, as well as by chemical name, which may alter or affect a drug test. The providing of information shall not preclude the administration of the drug test but shall be taken into account in interpreting any positive confirmed test result.

C. Specimen collection, storage, and transportation to testing site shall be performed in a manner that reasonably precludes contamination or adulteration of specimens.

D. Each confirmation test conducted shall be conducted by a licensed or certified laboratory pursuant to Chapter 440.

E. A specimen may be taken or collected by: a physician, a physician assistant, a registered professional nurse, a licensed practical nurse, or a nurse practitioner, or a certified paramedic who is present at the scene of an accident for the purpose of rendering emergency medical service or treatment; or a qualified person employed by a licensed or certified laboratory as outlined in Chapter 440.

F. The person who collects or takes a specimen shall collect an amount sufficient for two drug tests as determined by the Agency for Health Care Administration.

G. Every specimen that produces a positive, confirmed test result shall be preserved by the licensed or certified laboratory that conducted the confirmation test for a period of at least 210 days after the result of the test was mailed or otherwise delivered to the medical review officer. However, if an employee or job applicant undertakes an administrative or legal challenge to the test result, the employee or job applicant shall notify the laboratory and the sample shall be retained by the laboratory until the case or administrative

appeal is settled. During the 180 day period after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted by the employer to have a portion of the specimen retested, at the employee's or job applicant's expense, at another laboratory, licensed and approved by the Agency for Health Care Administration, chosen by the employee or job applicant. The second laboratory must test at equal or greater sensitivity for the drug in question as the first laboratory. The first laboratory that performed the test for the employer is responsible for the transfer of the portion of the specimen to be tested and for the integrity of the chain of custody during such transfer.

H. Within 5 working days after receipt of a positive confirmed test result from the medical review officer, the Town shall inform an employee or job applicant in writing of such positive test result, the consequences of such results, and the options available to the employee or job applicant. The Town shall provide the employee or job applicant a copy of the test results upon request.

I. Within 5 working days after receiving notice of a positive confirmed test result, an employee or job applicant may submit information to the Town explaining or contesting the test result, and explaining why the result does not constitute a violation of the employer's policy.

J. If the employee's or job applicant's explanation or challenge of the positive test result is unsatisfactory to the Town, a written explanation as to why the employee's or job applicant's explanation is unsatisfactory, along with the report of positive result, shall be provided by the Town to the employee or job applicant; and all such documentation shall be kept confidential by the Town pursuant to Chapter 440 and shall be retained by the Town for at least 1 year.

K. The Town may not discharge, discipline, refuse to hire, discriminate against, or request or require rehabilitation of an employee or job applicant on the sole basis of a positive test result that has not been verified by a confirmation test and by a medical review officer.

L. The Town shall use chain-of-custody procedures established by the Agency for Health Care Administration to ensure proper recordkeeping, handling, labeling, and identification of all specimens tested.

M. The Town shall pay the cost of all drug tests, initial and confirmation, which the employer requires of employees. An employee or job applicant shall pay the costs of any additional drug tests not required by the Town.

N. The Town shall not discharge, discipline, or discriminate against an employee solely upon the employee's voluntarily seeking treatment, while under the employ of the Town, for a drug-related problem if the employee has not previously tested positive for drug use, entered an employee assistance program for drug-related problems, or entered a drug rehabilitation program.

Unless otherwise provided by a collective bargaining agreement, the Town may select the employee assistance program or drug rehabilitation program if the Town pays the cost of the employee's participation in the program.

O. If drug testing is conducted based on reasonable suspicion, the Town shall promptly detail in writing the circumstances which formed the basis of the determination that reasonable suspicion existed to warrant the testing. A copy of this documentation shall be given to the employee upon request and the original documentation shall be kept confidential by the Town pursuant to subsection (8) of Section 440.102, and shall be retained by the employer for at least 1 year.

P. All authorized remedial treatment, care, and attendance provided by a health care provider to an injured employee before medical and indemnity benefits are denied under this section must be paid for by the carrier or self-insurer. However, the carrier or self-insurer must have given reasonable notice to all affected health care providers that payment for treatment, care, and attendance provided to the employee after a future date certain will be denied. A health care provider, as defined in s. 440.13(1)(g), that refuses, without good cause, to continue treatment, care, and attendance before the provider receives notice of benefit denial commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

Q. Confirmation Testing

1. If an initial drug test is negative, the Town may in its sole discretion seek a confirmation test.
2. Only licensed or certified laboratories may conduct confirmation drug tests.
3. All positive initial tests shall be confirmed using gas chromatography/mass spectrometry (GC/MS) or an equivalent or more accurate scientifically accepted method approved by the Agency for Health Care Administration or the United States Food and Drug Administration as such technology becomes available in a cost-effective form.
4. If an initial drug test of an employee or job applicant is confirmed as positive, the Town's medical review officer shall provide technical assistance to the employer and to the employee or job applicant for the purpose of interpreting the test result to determine whether the result could have been caused by prescription or nonprescription medication taken by the employee or job applicant.

Section 7 TOWN PROTECTION

a. An employee or job applicant whose drug test result is confirmed as positive in accordance with this section shall not, by virtue of the result alone, be deemed to have a "handicap" or "disability" as defined under federal, state, or local handicap and disability discrimination laws.

b. No physician-patient relationship is created between an employee or job applicant and the Town or any person performing or evaluating a drug test, solely by the establishment, implementation, or administration of a drug-testing program.

c. If an employee or job applicant refuses to submit to a drug test, the Town is not barred from discharging or disciplining the employee or from refusing to hire the job applicant. However, this paragraph does not abrogate the rights and remedies of the employee or applicant as otherwise provided in Section 440.102.

Section 8 CONFIDENTIALITY PURSUANT TO SUBSECTION (8) OF SECTION 440.102, FLORIDA STATUTES

d. Except as otherwise provided in this subsection, all information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received or produced as a result of a drug-testing program are confidential and exempt from the provisions of s. 119.07(1) and s. 24(a), Art. I of the State Constitution, and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with this section or in determining compensability under this chapter.

e. The Town laboratories, medical review officers, employee assistance programs, drug rehabilitation programs, and their agents may not release any information concerning drug test results obtained pursuant to this section without a written consent form signed voluntarily by the person tested, unless such release is compelled by an administrative law judge, a hearing officer, or a court of competent jurisdiction pursuant to an appeal taken under this section or is deemed appropriate by a professional or occupational licensing board in a related disciplinary proceeding. The consent form must contain, at a minimum:

1. The name of the person who is authorized to obtain the information.
2. The purpose of the disclosure.
3. The precise information to be disclosed.
4. The duration of the consent.
5. The signature of the person authorizing release of the information.

f. Information on drug test results shall not be used in any criminal proceeding against the employee or job applicant. Information released contrary to this section is inadmissible as evidence in any such criminal proceeding.
g. This subsection does not prohibit the Town, an agent of the Town, or laboratory conducting a drug test from having access to employee drug test information or using such information when consulting with legal counsel in connection with actions brought under or related to this section or when the information is relevant to its defense in a civil or administrative matter.
h. In accordance with Attorney General Opinion 2013-19, drug test results obtained by the Town pursuant to this drug-testing program are not subject to inspection or copying pursuant to a request under Chapter 119, Florida Statutes, Florida's Public Records Law.

Section 9 DRUG TESTING STANDARDS FOR LABORATORIES

The Town will follow the Drug-Testing Standards for Laboratories as outlined in subsection (9) of Section 440.102, Florida Statutes. Also see the drug-testing standards included in Chapter 59A-24 of the Florida Administrative Code, which will be provided upon request.

Section 10 EMPLOYEES TESTING POSITIVE FOR DRUG USE

i. If an employee in a mandatory-testing position enters an employee assistance program or drug rehabilitation program, the Town must assign the employee to a position other than a mandatory-testing position or, if such position is not available, place the employee on leave while the employee is participating in the program. However, the employee shall be permitted to use any accumulated annual leave credits before leave may be ordered without pay.
j. An employee in a special-risk position may be discharged or disciplined by the Town for the first positive confirmed test result if the drug confirmed is an illicit drug under s. 893.03. A special-risk employee who is participating in an employee assistance program or drug rehabilitation program may not be allowed to continue to work in any special-risk or mandatory-testing position of the Town, but may be assigned to a position other than a mandatory-testing position or placed on leave while the employee is participating in the program. However, the employee shall be permitted to use any accumulated annual leave credits before leave may be ordered without pay.

Section 11 ARREST OR CONVICTION FOR DRUG-RELATED CRIME

A. If an employee is arrested for or convicted of a drug-related crime, the Town will investigate the circumstances and direct the implementation of drug-testing procedures if cause is established by the investigator. In most cases, an arrest for a drug-related crime constitutes reasonable suspicion of drug use under this policy. The following procedures will apply:

1. During investigation, an employee may, at the Town's discretion, be placed on leave without pay. After the investigation is completed, the leave may be converted to a suspension without pay or other disciplinary action, or the employee may be reinstated depending upon the facts and circumstances.

2. If convicted of a drug-related crime, an employee will be terminated from employment.

3. If an employee has been suspended and the case has been dismissed or otherwise disposed of, the Town will make a determination as to whether to authorize the employee's return to work based on its investigation. If the employee is authorized to return to work, the employee must agree in writing to unannounced, periodic testing for a period of up to two (2) years.

4. Because of the seriousness of such situations, the Town reserves the right to alter or change its policy or decision on a given situation depending upon its investigation and the totality of the circumstances.

B. As a condition of continued employment, an employee shall notify the Town of any criminal drug statute arrest or conviction immediately or by the beginning of the next business day.

Section 12 DENIAL OF BENEFITS

The Town shall deny an employee medical or indemnity benefits under Chapter 440 for a violation of the Drug-Free workplace program implemented by the Town.

Section 13 INVESTIGATIONS/SEARCHES

A. Where the Town has reasonable suspicion that an employee has violated the substance abuse policy, the Town may inspect vehicles, lockers, work areas, desks, purses, briefcases, tool boxes and other locations or belongings on the Town's premises without prior notice, in order to ensure a work environment free of prohibited substances. An employee may be asked to be present and remove a personal lock. Where the employee is not present or refuses to remove a personal lock, the Town may do so for him or her, and compensate the employee for the lock. Any such searches will be coordinated with a representative of management.

B. Individuals may be requested to display personal property for visual inspection upon Town request. Failure to consent to a search or display personal property for visual inspection will be grounds for discharge or denial of access to Town premises.

C. Individuals may be required to empty their pockets, but under no circumstances will an employee be required to remove articles of clothing or be physically searched.

D. Employees will be subject to discipline, up to and including termination of employment, for refusing to cooperate with searches or investigations.

Section 14. The Town agrees to reimburse employees for any costs not covered by Town insurance for required physical examinations.

ARTICLE 14
HOURS OF WORK AND OVERTIME COMPENSATION

Section 1. The normal workweek for full-time bargaining unit employees shall consist of; five (5) eight (8) hour workdays, Monday through Friday, 7:30 a.m. to 4:00 p.m., except the Sanitation Division and the Marina Department, which schedules are already in effect as of October 1, 2008.

Section 2. Overtime shall be authorized and approved in advance by the applicable Department Head only in instances necessary to ensure the efficient operation of Town business. All hours worked in excess of forty (40) hours in a workweek shall be compensated at the rate of one and one-half (1&½) times the employee's regular prevailing hourly rate, and paid in the form of money compensation in the employee's next regular paycheck for the period during which the overtime was worked, or compensatory time, at the employee's option.

Time worked for the purposes of calculating overtime shall include holidays and all scheduled leave time.

Section 3. A call back is a request by management to return to work at a time when an employee is not regularly scheduled to work. When an employee is required to return to work at a time that is not continuous with his regular hours of work, the employee will be paid a minimum of two hours at the prevailing rate of pay, regardless of whether the actual hours worked are less than two hours. All call-back time will be paid at time and one-half the employee's regularly prevailing hourly rate, regardless of actual hours worked in the particular week.

Section 4. During a declared emergency and during regular working hours, exempt and non-exempt full-time employees who are not required to work by the Town Manager may be sent home and paid their regular rate of pay based upon their scheduled hours.

ARTICLE 15
WORKING OUT OF CLASSIFICATION

Section1. Any full-time employee covered by this Agreement who is temporarily assigned to perform the work duties in a higher classification for eight (8) hours or more shall be paid, in addition to his normal wages, an incentive payment equal to five percent (5%) of the employee's regular hourly rate or the minimum rate of pay for that temporary classification actually worked, whichever is greater for each hour worked in the higher classification.

Section 2. Any full-time employee covered by this Agreement who is temporarily assigned to perform the work duties as a foreman for eight (8) hours or more shall be paid at the entry rate of the foreman classification, or 5% above the employee's prevailing hourly rate of pay, whichever is greater, for all hours worked.

ARTICLE 16
SAFETY AND EQUIPMENT

Section 1. The Town agrees to provide all employees with safety shoes and agrees to repair or replace such shoes as determined in the judgment of the Foremen.

Section 2. Safety shoes shall be worn by Public Works Department employees at all times, while on the job unless there exists reasonable justification for failing to do so. An employee reporting for work without safety shoes shall report such fact to the Department Head, or designee, prior to starting work.

Section 3. The Town shall abide by all federal and state safety requirements pertinent to members of this bargaining unit. The Town shall provide all necessary safety equipment, including safety shoes and protective clothing, as required. All employees must use safety equipment.

Section 4. All employees shall wear uniforms provided by the Town unless the Department Head approves an exception.

ARTICLE 17
TRAINING

The Town shall pay for the cost of any training that is necessary for an employee to maintain any required licenses or certification and for at least one (1) training course per employee per year consistent with the budget of the Department and other operational concerns as determined in the sole discretion of the Department Head.

ARTICLE 18
EMPLOYEE RIGHTS AND DISCIPLINARY PROCEDURES

Section 1. The Federation recognizes and acknowledges that the Town has the right to maintain appropriate discipline among its employees. Employees of the Town are considered representatives of the Town of Lake Park, and as such, they are expected to conduct themselves in a respectful manner that reflects positively upon the Town. The Town shall have the right to discipline its employees for cause. Employees of the Town are accountable for their individual levels of productivity, fulfilling the duties of their positions and rendering effective and efficient delivery of services on behalf of Town residents.

Whenever an employee renders deficient performance, violates any rule, regulation, Town policy or procedure, that employee shall be subject to disciplinary action as appropriate.

All employees must be given a notice of the infraction within five (5) business days after the occurrence of the infraction or five (5) business days ~~or~~ after the last witness was interviewed in the case of an investigation.

All discipline shall be progressive and corrective in nature rather than punitive and should follow the discipline steps outlined in this article. However the discipline steps may be skipped depending on the severity of the infraction, such as theft, fighting, drinking or possession of illegal drugs.

Section 2. Progression of disciplinary actions that may be taken against Town employees may include:

(a) Documented Written Verbal reprimand

(b) Written reprimand

(c) Suspension of one (1) to three (3) days without pay

(d) Suspension greater than three (3) days without pay

(e) Discharge of Employment

Section 3. An employee summoned to meet with a supervisor/manager is entitled to the presence of a Federation representative at the meeting, if the employee requests one and if the employee has reasonable grounds to believe the meeting may result in disciplinary action against the employee.

Section 4. The Town reserves the right to treat each disciplinary occurrence individually. The Town further reserves the right and has the duty to judge each incident separately, and may modify penalties to include lesser or more severe penalties when appropriate circumstances exist.

Documented verbal written reprimands (for Category I offenses as set forth in the Employee Handbook) shall be considered expired if the bargaining unit employee is not disciplined for the same or similar offense during the succeeding twenty-four (24) months. Documented written reprimands (for Category II offenses as set forth in the Employee Handbook) shall be considered expired if the bargaining unit employee is not disciplined for the same or similar offenses during the succeeding 36 months.

Section 5. The Union recognizes the right of the Town to establish reasonable rules and regulations for the safe and efficient conduct of the Town's business and reasonable penalties for violations of such rules provided said rules and regulations do not conflict with any provisions of this Agreement or any terms and conditions of employment.

ARTICLE 19
EDUCATION

Section 1. The Town agrees to pay for textbooks purchased by employees, if not available from the Town's Library, required for an approved college program. In each case, it will be stipulated that these textbooks are to be turned over to the Town's Library when the employee has completed his course.

Section 2. The Town agrees to pay the cost of tuition for programs related to the employee's job function at an accredited community college or college, for employees provided that the following conditions are met by the employee:

- The employee must provide full course information to his Department Head no later than April 1st for determination as to whether the program is related to the employee's job function;

- The course must commence after October 1st of the upcoming fiscal year; and

- The Department Head, in consultation with the Town Manager during the development of the relevant departmental budget for the upcoming fiscal year, will determine whether the cost of tuition and textbooks can be budgeted subject to the approval of the Town Commission. Nothing herein shall be construed as guaranteeing that such funds shall be included in the adopted budget and available at the required time.

Section 3. When feasible, as determined by the Department Head, the Town will arrange the working schedules of employees attending advanced college courses on approved programs, so that there will be no interruption of their studies.

Section 4. Under no circumstances, will the pursuit of a college education be allowed to interfere with an employee's duties or efficiency of the Department as determined by the Department Head.

Section 5. The employee shall provide a copy of all grade reports to the Department Head upon receipt by the employee. If, for any reason, the employee does not complete a course or does not pass that course, any monies provided by the Town for that course, all cost and materials, will be deducted from the employee's pay check within thirty (30) days of notification of such failure.

Section 6. Reimbursement is based upon receipt of the grade achieved or the equivalent record of achievement as follows:

Grade A or equivalent	100 percent reimbursement
Grade B or equivalent	80 percent reimbursement
Grade C or equivalent	50 percent reimbursement
Below C	No reimbursement

Section 7. Any decision made by the Department Head with respect to whether or not a college program or a specific course within a given program is job related and in the best interest of the Town, shall not be subject to the grievance and/or arbitration procedure contained herein, and such decision by the Department Head can be appealed to the Town Manager.

Section 8. If an employee receiving benefits under this Article does not continue his employment for a period of at least two (2) years after his completion of his approved program, or courses within the approved program, the employee shall reimburse to the Town the total monies expended on his behalf, under this Article, by the Town. Such monies owed to the Town under this section shall be deducted from the final separation paycheck of the employee. The repayment of monies as provided for in this section shall not apply to an employee who is discharged by the Town within the above stated two (2) year period.

ARTICLE 20
HOLIDAYS

Section 1. The Town agrees to recognize the following paid holidays for bargaining unit members:

New Years Day
Martin Luther King's Birthday
Presidents' Day
Spring Holiday (as set forth in the Annual Town Calendar)
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day[3]

Section 2. Employees must work their entire scheduled work day before and their entire scheduled work day after the holiday (or be on approved paid leave) in order to be paid for the holiday, unless the holiday occurs while the employee is on paid time off.

Section 3. Employees who work on holidays shall receive pay in the amount of one and one-half times their regular prevailing hourly rate for each hour actually worked, in addition to eight hours' holiday pay as provided by Section 1 of this article.

[3] Please see Article 21 Section 9 for language pertaining to the employee's birthday holiday and the floating holiday.

ARTICLE 21
VACATION LEAVE, SICK LEAVE, TERMINAL PAY, AND PERSONAL LEAVE

VACATION LEAVE

Section 1. Vacation leave shall accrue in accordance with the schedule set forth below:

	Hours/Bi-weekly Pay Period	Days
Through completion of 5 years service	5.0	16
6 years through completion of 10 years service	6.0	19.5
After completion of 10 or more years of service	8.0	26

Section 2. Vacation leave may be used by the employee for the purpose of vacation, in accordance with the provisions set forth within this Article.

Section 3. Vacation leave may accrue to a maximum of 480 hours, (60 days); upon separation of employment no employee shall be paid more than a maximum of 240 hours (30 days) of vacation leave.

Section 4. Employees are encouraged to use at least five (5) vacation leave days per calendar year for purposes of vacation.

Section 5. An employee seeking to use his vacation leave for purposes of vacation and/or attending to personal matters shall submit a Leave Request Form to the office of the Department Head at least forty-eight (48) hours in advance of the first day of requested leave, except in emergency situations. Requests for vacation leave of more than two (2) consecutive working days must be submitted to the office of the Department Head at least two (2) weeks in advance of the first day of requested leave. All requests for use of vacation leave are subject to the approval of the Department Head, which approval shall not be unreasonably withheld. The Department Head, in his sole discretion, may approve use of vacation leave with shorter notice than specified in this Section

Section 6. An employee may take all of his accrued vacation leave for purposes of vacation and/or personal matters, up to a maximum of four (4) weeks at any one time, at the discretion of the Department Head.

Section 7. Probationary employees shall accrue vacation leave, but shall not be eligible to use vacation leave during the first three (3) months of employment with the Town.

Section 8. Vacation leave shall be compensated upon termination of employment at the rate of pay in effect on the date of such termination.

Section 9. The Town provides two (2) additional eight-hour days of leave – i.e., the employee's birthday holiday and a floating holiday, both of which shall be scheduled by the employee pursuant to the Town's vacation leave request procedure, which shall count toward the overtime calculation.

SICK LEAVE

Section 10: All full-time employees shall accrue sick leave at the rate of 2.16 hours per pay period, or seven (7) days per year, and shall be eligible to accrue up to a maximum of 320 hours (40 days).

Section 11: To be granted sick leave with pay, the following procedures must be strictly adhered to:

(a) The employee shall notify the Department Head or their supervisor not later than one hour prior to the beginning of the employee's normal work shift. Failure to appropriately and timely notify the Department of the employee's absence shall result in an unauthorized leave without pay for that day.
(b) Sick leave shall not be authorized prior to the time it is earned and credited to the employee.
(c) Sick leave may be granted to an employee because of sickness or illness of a member of the immediate family. Members of the immediate family, for purposes of granting sick leave shall be construed to mean one of the following: spouse, domestic partner, children or parents. The relationship given shall include those arising from marriage, or adoption or legal guardianship.
(d) Employees who have submitted their resignation are no longer eligible for sick leave without the express written permission of their Department Head and the Town Manager.
(e) Sick leave shall not be used for vacation leave.

After three (3) consecutive workdays of absence, or at the discretion of the Department Head, the employee may be required to submit a physician's certification of illness. Claiming sick leave when physically fit shall be cause for discharge.

TERMINAL PAY

Section 12. The Town will provide terminal pay (i.e. payment of earned sick leave) to its full-time employees at voluntary resignation, layoff, or retirement, or to their beneficiaries if service is terminated by death. Terminal pay shall not exceed an amount determined as follows:

6 months - 5 years full-time service	25 % times the number of days (or hours) of accumulated sick leave
6-10 years full-time service	37.5 % times the number of day s(or hours) of accumulated sick leave
10+ years full-time service	50 % times the number of days (or hours) of accumulated sick leave.

PERSONAL LEAVE:

Section 13. Employees may use five (5) days of sick leave per fiscal year designated as personal leave.

Section 14. Employees seeking to use personal leave must provide notification in accordance with the employee's departmental procedures prior to the beginning of the employee's workday.

Section 15. Personal Leave cannot be carried over from year to year. Personal leave must be used in a minimum of full hour increments.

ARTICLE 22
MAJOR ILLNESS LEAVE

Section 1. Paid major illness leave is available upon application by employees who need to be off work for an extended period due to their own major illness or injury. Major illness leave may not be utilized by employees who are injured in the line of duty (Workers' Compensation).

A major illness is defined generally as a non-work related illness or injury requiring medical treatment and enforced recuperation or ongoing intermittent/continual treatment under a doctor's orders.

Recurring, common illnesses or maladies such as colds, a sore back, etc., which exhaust regular sick leave, **do not qualify an employee for major illness benefits.**

Section 2. Major illness leave shall be accumulated at 1.5 hours per pay period to a maximum of 80 hours (ten (10) workdays). Employees must be in an active pay status during the pay period to be eligible to earn major illness leave. All unused hours that are accumulated are not eligible for payment to the employee upon separation of employment from the Town.

Section 3. Employees applying for the use of major illness leave must submit a Physician's Certificate documenting the illness. The application for receiving major illness leave must be recommended by the Department Head and forwarded to the Town Manager for consideration and possible approval. Following the use of major illness leave for purposes other than absences due to ongoing intermittent/continual treatment, a doctor's statement of "fitness for full duty" shall be required in order to return to work.

Section 4. Employees who become eligible for short or long term disability during the documented illness shall be required to use the short term or long term disability provided by the Town. Employees may use vacation leave to supplement the short-term and long-term disability.

ARTICLE 23
BEREAVEMENT LEAVE

Section 1. The Town agrees that when a death occurs in the immediate family of an employee, he or she shall be granted three (3) days of paid leave at their prevailing rate of pay. In the event that the funeral is held in a state other than Florida, an additional two days of paid funeral leave may be granted at the discretion of the Department Head.

Section 2. For the purpose of this Article, the immediate family shall consist of: parents, spouse, children, domestic partner, sister, brother, grandparents and those relationships that arise as a result of marriage or adoption, or legal guardianship.

Section 3. Proof of death must be furnished to the Department Head in order for the employee to receive compensation pursuant to Section 1 and 2 of this article. Proof of death shall be a published death notice or such other documentation that is acceptable to the Department Head.

ARTICLE 24
JURY DUTY

Section 1. Any full-time employee who is required to be absent from his regular duties by reason of jury duty shall be excused from duty with pay. If the employee receives payment from the Court, the employee must endorse the check over to the Town.

Section 2. Employees who seek to be excused from duty under this article shall present official notice of jury duty to their supervisor at least twenty-four (24) hours in advance of the scheduled jury duty (unless the employee actually receives less than twenty-four hours advance notice of jury duty). Employees who are required to be absent from duty by reason of jury duty shall submit documentation to the Town showing all days and hours of jury duty upon return to work. Upon being released from jury duty the employee shall immediately report for work except that employees released from jury duty on or after 2:00 p.m. shall not be required to report for work until the next working day.

ARTICLE 25
INSURANCE

The Town agrees to pay the premiums for the group hospitalization, medical and dental plans in the following manner for all full-time bargaining unit members:

Insurance Benefits

A. Individual plans (Medical, Dental, Vision and Life Insurance) employer pays 100% of the premiums.

B. The Town agrees to continue to maintain the same level of coverage (Medical, Dental and Vision) and the Town's eligible employees payment participation at the current rates as defined in the schedule of employee benefits for employee/spouse, employee/child, or employee/family plan as is afforded to all eligible employees.

C. The employee's agree to share equally in any adjustment in cost of employee/spouse, employee/child, or employee/family for Medical Plan as defined in the schedule of employee benefits equal to all other eligible Town employees. The Town at its own discretion may choose to pay a greater percentage of the increase costs of employee/spouse, employee/child, or family plan as defined in the schedule of employee benefits.

The Town and the Union also agree to consider other insurance plans and options available and, upon mutual consent of the parties, this article may be amended during the term of this Agreement.

D. The Town agrees to continue to maintain the same level of coverage for short term and long term disability as defined in the schedule of employee benefits as is afforded to all regular full-time employees.

E. The Town agrees to reimburse employees for the cost of the Hepatitis A (Gamaglobulin) vaccine as medically necessary. The Town agrees to reimburse employees for the administration of the Hepatitis B vaccine. The Town agrees to reimburse employees for the AIDS vaccine, should such a vaccine be approved by the U.S. Government and made available.

ARTICLE 26
WAGE SCALE

Section 1. Effective October 1, 2014 through September 30, 2015, pay schedules recommended range for bargaining unit employees shall be as follows:

	Minimum	Maximums
Job Title	Salary Level	Salary Level
Custodian (Annual)	$20,566.21	$31,603.16
(Hourly)	$ 9.89	$15.19
Equipment (Annual)	$22,731.08	$34,034.18
Operator I (Hourly)	$10.93	$16.36
Equipment (Annual)	$28,143.24	$48,620.25
Operator II (Hourly)	$13.53	$23.38
Equipment (Annual)	$33,542.50	$51,000.77
Operator III (Hourly)	$16.13	$24.52
Maintenance(Annual)	$20,566.21	$31,603.16
Worker I (Hourly)	$9.89	$15.19
Maintenance(Annual)	$22,731.08	$34,034.18
Worker II (Hourly)	$10.93	$16.36
Maintenance Worker III (Annual)	$29,863.64	$46,781.28
(Hourly)	$14.36	$22.49
Facilities Maintenance (Annual)	$24,128.96	$34,856.64
Worker I (Hourly)	$11.60	$16.76
Facilities Maintenance (Annual)	$30,080.04	$41,621.58
Worker II (Hourly)	$14.46	$20.01
Facilities Maintenance (Annual)	$35,706.53	$51,270.66
Worker III (Hourly)	$17.17	$24.65

Facilities Mechanic I (Annual)	$28,565.22	$38,525.76
(Hourly)	$13.73	$18.52
Facilities Mechanic II (Annual)	$32,676.88	$45,405.36
(hourly)	$15.71	$21.83
Irrigation Technician I (Annual)	$27,375.00	$37,723.14
(Hourly)	$13.16	$18.14
Irrigation Technician II (Annual)	$31,919.47	$41,048.28
(Hourly)	$15.35	$19.73
Storm Water Technician I (Annual)	$29,863.64	$46,781.28
(Hourly)	$14.36	$22.49
Storm Water Technician II (Annual)	$33,542.50	$51,000.77
(Hourly)	$ 16.13	$24.52
Traffic Maintenance Technician I (Annual)	$27,375.00	$36,232.56
Technician (Hourly)	$13.16	$17.42
Traffic Maintenance Technician II (Annual)	$30,512.85	$40,131.00
(Hourly)	$14.67	$19.29
Dock Attendant (Annual)	$20,969.47	$31,603.16
(Hourly)	$10.08	$15.19
Grounds Maintenance (Annual)	$25,978.37	$42,542.72
Crew Leader (Hourly)	$12.49	$20.45
Mechanic I (Annual)	$25,384.10	$38,896.20
(Hourly)	$12.20	$18.70
Mechanic II (Annual)	$30,308.10	$47,404.74
(Hourly)	$14.57	$22.79
Operations Technician I (Annual)	$29,651.40	$43,273.13
(Hourly)	14.26	$20.80

Ground Maintenance (Annual)	$22,731.08	$34,034.18
Worker II (Hourly)	$10.93	$16.36
Foreman (Annual)	$30,296.45	$51,515.10
Hourly	$14.57	$24.77
Vehicle Maintenance Foreman (Annual)	$33,542.50	$55,636.31
Hourly	$16.13	$26.75
Foreman General Infrastructure (Annual)	$31,811.27	$54,090.86
Hourly	$15.29	$26.01

Section 2. The Town Manager may in his discretion place newly hired employees at a range in the pay scale commensurate with the employee's training and experience.

Section 3. All employees covered by this Agreement shall receive a two (2) percent increase in their annual compensation retroactive to October 1, 2014. Any covered employees hired or promoted after October 1, 2014 shall receive a two (2) percent increase effective as of their date of hire or promotion.

Section 4. Full-time employees shall receive longevity payments in the cardinal years of their employment at rates which match the year reached: 5 years, $500, 10 years, $1000, 15 years, $1,500, and so on. Employees receiving longevity prior to 10-1-99 under the previous plan ($500/year 5 -10 years, $1000/year 10+ years) shall continue to receive longevity at this rate until the pension plan negotiated between the parties is implemented. When the pension plan is implemented all longevity will be paid at one half the current rates ($250 for 5 -10 years; $500 for 10 + years) for those employees already receiving longevity as of 10-1-99 only. Employee's not yet in longevity, it will be as described in sentence 1 of this paragraph.

Section 5. Evaluations will be conducted on a form, which clearly sets forth the criteria to be used in evaluating employees. Evaluations will be conducted in a fair, nondiscriminatory manner.

ARTICLE 27
ILLNESS/INJURY IN THE LINE OF DUTY

Section 1. A Town employee who sustains an illness/injury in the line of duty shall pursuant to Chapter 440 Florida Statutes receive a benefit equal to the employee's normal salary less Workers' Compensation, Social Security and any other such benefits received by the employee which are provided by the Town as set forth in the Employee Handbook.

Section 2. For a period not to exceed ninety (90) calendar days, the Town shall contribute a portion of the injured employee's salary to ensure that the employee receives 100 percent of his salary. Such benefit shall not be provided when it is determined that the illness/injury occurred through the employee's negligence or willful misconduct. The employee may then draw upon accrued sick leave. Thereafter, the injured employee shall receive the salary percentage set forth in applicable Florida law.

ARTICLE 28
PENSION FUND

The Town will provide a defined contribution pension plan to all full-time employees of the bargaining unit. Such employee will be able to choose among investment alternatives of the plan for funds contributed on his behalf.

After one (1) year of continuous full-time employment with the Town, the Town will contribute five (5) percent of each employee's compensation to the employee's pension fund. In addition, for those employees who choose to contribute to the Town-sponsored deferred compensation plan, the Town will match one-half of a employee's contribution up to two and one-half (2 ½) percent of the employee's annual compensation. The Town's maximum contribution to a member's retirement account will be seven and one-half (7 ½) percent of the employee's annual compensation. Each member may contribute up to an amount applicable under current law each year to his retirement account.

Should the Town desire to modify the pension plan provider, the Town will impact bargain.

ARTICLE 29
SAVINGS CLAUSE

It is agreed by and between the parties that if any provision(s) of this Agreement is for any reason held or declared to be unconstitutional, inoperative, or void, such holding of invalidity shall not affect the remaining portions of the Agreement; and the remainder of the Agreement after the exclusion of such provision shall be deemed to be held valid as if such provision had not been included therein.

ARTICLE 30
DURATION OF AGREEMENT

This Agreement shall take effect upon ratification by the parties, retroactive to October 1, 2014, and shall remain in full force and effect through the 30th day of September, 2015 unless written notice of termination or amendment is given by either party 150 days but not less than sixty (60) days prior to the expiration of this Agreement.

Dated this_____ day of _____, 2015.

ON BEHALF OF THE

TOWN OF LAKE PARK

_____
TOWN MANAGER

_____
MAYOR

TOWN SEAL ATTEST:

_____
WITNESS

_____
TOWN CLERK

ON BEHALF OF THE UNION

Federation of Public Employees, A Division of the National Federation Of Public and Private Employees (AFL-CIO)

_____
BUSINESS REPRESENTATIVE

_____
DIVISION PRESIDENT

Federation of Public Employees

A Division of National Federation of Public and Private Employees (AFL-CIO)
An Affiliate of District 1 – MEBA (AFL-CIO)
1700 NW 66th Avenue, Suite 100, Plantation, Florida 33313
Phone: (954) 797-7575 ~ Fax: (954) 797-2922

EXHIBIT A

☐ **Application for Membership** or
☐ **Notice of New Employment**

Employer_____ Recruited by_____ Hire Date _____

I hereby apply for membership in the Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), an affiliate of District 1 – MEBA (AFL-CIO). In so doing, I agree and promise to faithfully obey the Constitution and By-Laws and to conform to all the rules of the Federation, pending the final acceptance as a member.

Further, I attest that I do not believe in, and am not a member of, nor do I support any organization that believes in or teaches the overthrow of the United States government, by force or by illegal or unconstitutional methods. I certify that the statements in this application are true.

I further designate the beneficiary identified below for purposes of any and all union sponsored benefits unless otherwise designated on a separate form specific to that benefit:

(Please Print or Type)

Name (print) _____ Home Ph. _____ Cell Ph._____
Last First Middle area code number area code number

Birth date: _____ Soc. Security #: _____ Employee #_____

Job Classification: _____ Marital Status: _____ ☐ male ☐ female

Address: _____
Street Apt. # City State Zip Code

E-Mail Address _____

Previous Membership: Date Withdrawn: _____

Your Signature:_____Date Signed: _____

Closest Living Relative: _____Relationship: _____

Beneficiary: _____ Relationship: _____

Please circle your shirt size: S M L XL XXL XXXL

Authorization to Deduct

To (My Employer)

I hereby assign to the Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), an affiliate of District 1 – MEBA (AFL-CIO), from any wages earned or to be earned by me as your employee, my periodic dues in such amounts as are now or hereafter established by the Federation and become due to it as my membership dues in said Federation.

This assignment, authorization and direction shall be revocable at any time upon thirty (30) days written notification to my employers and the Federation.

Dues, contributions or gifts to the Federation of the Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), an affiliate of District 1-MEBA (AFL-CIO), are not deductible as charitable contributions for Federal Income Tax purposes. Dues paid to the Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), an affiliate of District 1 – MEBA (AFL-CIO), however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

Department/Location: _____Name (print):_____

Work and/or Cell #: _____Name (signature)_____

Soc. Security #:_____Today's Date:_____

PUB.revised 02/14/2011

For Office Use Only

Date Approved by DIC: _____ Date Approved by Membership: _____ Representative's Signature: _____

EXHIBIT B

GRIEVANCE FORM & PUBLIC RECORDS REQUEST CHAPTER 119

FEDERATION OF PUBLIC EMPLOYEES

A division of the National Federation of Public & Private Employees
Affiliated with District 1-MEBA (AFL-CIO)
*1700 N.W. 66th Avenue * Suite 100-B, Plantation, Florida 33313*
Office (954) 797-7575 Fax (954) 797-2922

Employer	**Employer Phone**	**Grievance**	**Date**
Member's Name	**Location/Dept**	**Classification**	
Member's Address		**Phone:**	
Immediate Supervisor's Name		**Phone:**	

1.

2. **Specify the Article's of the Agreement which is/are violated:**

3. **What is the remedy and/or relief sought?**

Please allow this letter to serve as the Federation's formal request pursuant to Florida Statues 119 & 447 as follows:

- ☐ All documents relied on in imposing discipline
- ☐ Employee evaluations; discipline
- ☐ All time cards for the last ___ months
- ☐ All memoranda/emails, video tapes, cd-roms, floppy disks pertaining to the above-listed
- ☐ Witness statements
- ☐ Job descriptions for grievant
- ☐ Personnel file (see attached release)
- ☐ Other:

I hereby authorize the Federation of Public Employees to act for me in the disposition and settling of this grievance.

Date: _____ Employee Signature _____

Date_____ Steward's Signature _____

Date:_____ Representative's Signature _____

FEDERATION OF PUBLIC EMPLOYEES

A Division of the National Federation of Public and Private Employees
An Affiliate of District 1- Marine Engineers Beneficial Association (MEBA), (AFL-CIO)

DANIEL D. REYNOLDS
Division President

ANTHONY MARCIANO
Division Secretary/Treasurer

January 23, 2015

Dale Sugerman, Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

SENT VIA US MAIL AND FACSIMILE TO (561) 881-3314

Dear Mr. Sugerman:

This letter is to advise you that the Federation of Public Employees held a ratification vote for the Town of Lake Park Bargaining Unit on January 22, 2015.

Please be advised that the majority of bargaining unit employees in attendance voted to accept the Collective Bargaining Agreement between the Federation and The Town of Lake Park.

If you need any additional information, please do not hesitate to contact me.

Sincerely,

Guy T. Masters
Business Representative

GM:yf

1700 N.W. 66th Avenue ★ Suite 100 ★ Fort Lauderdale, Florida 33313 ★ Office (954) 797-7575 ★ Fax (954) 797-2922

TAB 7

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: February 4, 2015 **Agenda Item No.** 7

Agenda Title: Quantifying the Temporary Increase in Compensation for Serving as the Interim/Interim Town Manager

[ ] SPECIAL PRESENTATION/REPORTS [ ] CONSENT AGENDA
[ ] BOARD APPOINTMENT [ ] OLD BUSINESS
[ ] PUBLIC HEARING ORDINANCE ON ____ READING
[x] NEW BUSINESS
[ ] OTHER: _____

Approved by Town Manager Pamela McGibbon-Turner **Date:** 1/26/2015
Interim/Interim Town Manager

Name/Title

Originating Department: **Human Resources**	**Costs: To be Determined** Funding Source: Acct. # [ ] Finance _____	**Attachments:** **None**
Advertised: Date: _____ Paper: _____ **[x] Not Required**	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone_____ or **Not applicable in this case: BMT** **Please initial one.**

Summary Explanation/Background:

At the January 21, 2015 Commission meeting, the Town Commission approved the appointment of the Human Resources Director to serve as the Interim/Interim Town Manager until an outside Interim Town Manager is hired. While the Commission mentioned an increase for serving in this capacity, such temporary increase was not quantified.

The purpose of this agenda item is to quantify the temporary increase in compensation for serving as the Interim/Interim Town Manager. It is also being requested that the title for this temporary assignment be referred to as Acting Interim Town Manager for ease of reference.

Recommended Motion: I move that a temporary increase of _____ be approved for the Human Resources Director for serving as Interim/Interim Town Manager effective January 23, 2015 upon the Town's Manager's retirement, and that the title for such assignment be referred to as Acting Interim Town Manager.