

**TOWN OF OCEAN RIDGE
TOWN COMMISSION SPECIAL MEETING
AGENDA**



**October 19, 2022
9:00 A.M.
TOWN HALL – MEETING CHAMBERS**

TOWN COMMISSION

Mayor Susan Hurlburt

Vice Mayor Kristine de Haseth
Commissioner Geoff Pugh

Commissioner Steve Coz
Commissioner Martin Wiescholek

ADMINISTRATION

Interim Town Manager Lynne Ladner

Town Attorney Christy Goddeau
Police Chief Richard Jones

Town Clerk Kelly Avery
Building Official Durrani Guy

RULES FOR PUBLIC PARTICIPATION

1. **PUBLIC COMMENT:** The public is encouraged to offer comments with the order of presentation being as follows: Town Staff, Public Comments, Commission discussion and official action. Town Commission meetings are business meetings of the Commission and the right to limit discussion rests with the Commission. **Generally, remarks by an individual will be limited to one time up to three minutes or less regarding any single item on the agenda.** The Mayor or presiding officer has discretion to adjust the amount of time allocated.
 - A. Public Hearings: Any citizen is entitled to speak on items under this section.
 - B. Public Comments: Any citizen is entitled to be heard concerning any matter within the scope of jurisdiction of the Commission under this section. The Commission may withhold comment or direct the Town Manager to take action on requests or comments. The Commission meetings are held for the purpose of discussing and establishing policy and to review such other issues that affect the general welfare of the Town and its residents. Where possible, individual grievances should first be taken up with the Town Staff.
 - C. Regular Agenda and First Reading Items: When extraordinary circumstances or reasons exist and at the discretion of the Commission, citizens may speak on any official agenda item under these sections.
2. **ADDRESSING THE COMMISSION:** At the appropriate time, please step up to the podium and state your name and address for the record. All comments must be addressed to the Commission as a body and not to individuals. Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the Commission shall be barred by the presiding officer from speaking further, unless permission to continue or again address the Commission is granted by a majority vote of the Commission members present.

APPELLATE PROCEDURES

Please be advised that if a person decides to appeal any decision made by the Town Commission with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record includes the testimony and evidence upon which the appeal is based. The Town neither provides nor prepares such record. (F.S. Section 286.0105)

Persons who need an accommodation in order to attend or participate in this meeting should contact the Town Clerk at (561) 732-2635 at least 5 days prior to the meeting in order to request such assistance.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

REGULAR AGENDA ITEMS

1. Resolution No. 2022-16 Notice of Municipal Election Canvassing Board

ACTION ITEMS

2. 9:00 a.m. – Interview of Michelle Berger
3. 10:00 a.m. – Interview of Lynne Ladner
4. 11:00 p.m. – Interview of Larry Tibbs
 - a. 12:00 p.m. – Recess for Lunch
 - b. 1:00 p.m. - Return to Open Session
5. Commission Deliberations and selections of top two candidates to negotiate with for the Town Manager Position

ADJOURNMENT

**NOTICE: THE PUBLIC MAY VIEW THE HARD COPY OF THE MEETING MATERIALS AT
TOWN HALL BEFORE OR DURING THE MEETING**

Live Audio Feed Provided for the Regular Town Commission Meeting

Based upon a Town Commission decision, the Town of Ocean Ridge will be holding the meeting in-person, with an additional option of listening to the audio live.

Regular Town Commission meetings are generally held on the first Monday of every month at 6:00pm. Please visit www.oceanridgeflorida.com to see when the next Town Commission meeting will be.

GENERAL SUBJECT MATTER TO BE CONSIDERED: The Town of Ocean Ridge will meet for the purpose of reviewing items as described on the agenda. The agenda along with the meeting package was posted on the Town's website, at Town Hall, and in Town Hall's shadow box the Wednesday prior to the meeting.

A copy of the agenda & the package may be obtained by contacting the Town Clerk at: kavery@oceanridgeflorida.com.

PLACE: The meeting will be held at the physical access point of Town Hall, 6450 N. Ocean Blvd, Ocean Ridge, FL 33435. The Town of Ocean Ridge will provide a live audio feed for those that cannot attend the physical access point. Interested persons may listen by using the following information:

- Please dial in using your phone. United States: [+1 \(872\) 240-3212](tel:+18722403212) and Access Code: 930-143-117

PUBLIC COMMENTS:

Persons that are unable to attend the meeting in person may submit public comments by utilizing the following options:

1. Email the Town Clerk at kavery@oceanridgeflorida.com by 3 p.m. on the meeting date. The email must contain the agenda item number and exactly what is to be read out loud at the meeting (3 minute limit). The Town Clerk will respond to the email if it has been received. If you do not receive a response email from the Town Clerk, assume that it was not received and follow up with a phone call to Town Hall at 561-732-2635. The Town Clerk will read the public comment into the record when the item is taken up.
2. Call Town Hall at 561-732-2635 before 3 p.m. on meeting date. Tell Town Hall Staff which agenda item you would like to submit a comment on, and submit your comments to them (3 minute limit). Town Hall staff will notify the Town Clerk of the public comment, and the Town Clerk will read the public comment into the record when the item is taken up during the meeting.

ADDITIONAL INFORMATION:

The recording of the meeting along with the action item summary sheet will be available to the public the following day.

Consistent with section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the Town Commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she 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 who need an accommodation in order to attend or participate in this meeting should contact the Town Clerk at (561) 732-2635 at least 5 days prior to the meeting in order to request such assistance.

Agenda: October 19, 2022
Memo: Item #1.a.

Town of Ocean Ridge, Florida

Town Commission Agenda Memorandum

Office of the Town Clerk, Kelly Avery

**Subject: March 14, 2023 Election Canvassing Board
Resolution No. 2022-16**

Mayor & Commissioners:

As you may know, the Municipal Election will be held on March 14, 2023.

As done each year, a Resolution designates the members of the Election Canvassing Board for the Town of Ocean Ridge. This year, we would like to appoint the Palm Beach County Canvassing Board for the March 14, 2023, Municipal Election for purpose of canvassing the returns and certifying the results of the election including all absentee ballots and/or to attend the testing of the automatic tabulation equipment. This is to meet the guidelines as outlined in state law, town code, and the election agreement between the County and Town.

Staff recommends approval of Resolution No. 2022-16 as presented.

Suggested motion: I move to approve Resolution No. 2022-16 as presented.

Respectfully,

Kelly Avery
Town Clerk/ Deputy Treasurer

RESOLUTION NO. 2022-16**RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF OCEAN RIDGE, FLORIDA, APPOINTING THE PALM BEACH COUNTY CANVASSING BOARD AS THE TOWN OF OCEAN RIDGE CANVASSING BOARD FOR THE 2023 MUNICIPAL ELECTION; AND PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.**

WHEREAS, pursuant to sections 2-196 and 2-198 of the Town of Ocean Ridge Code of Ordinances, the Town's canvassing board for the upcoming 2023 municipal election may be composed of members of the Town Commission or its designee for purpose of canvassing the returns and certifying the results of the election including all absentee ballots and/or to attend the testing of the automatic tabulation equipment; and,

WHEREAS, the Palm Beach County Supervisor of Elections has made the Palm Beach County Canvassing Board (as defined by section 102.141, Florida Statutes) available to municipalities to serve as a municipality's canvassing board for the municipality's 2023 election; and

WHEREAS, the Palm Beach County Canvassing Board is composed of the Palm Beach County Supervisor of Elections, a county court judge, and the chair of the Board of County Commissioners for Palm Beach County, which Canvassing Board must be utilized by the Town in the event of a county-wide election or an election which encompasses more than one municipality; and

WHEREAS, the Town of Ocean Ridge finds that the designation of the Palm Beach County Canvassing Board as the Town's canvassing board for the 2023 municipal election is in the best interests of the Town and serves a valid public purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF OCEAN RIDGE, FLORIDA, THAT:

Section 1. The Town Commission hereby designates all canvassing duties as defined by Florida Statutes, the Florida Administrative Code, and the Town's Code of Ordinances to the Palm Beach County Canvassing Board for the 2023 Municipal Election.

Section 2. That all resolutions or parts of resolution in conflict herewith are repealed to the extent of such conflict.

Section 3. Should any section or provision of this Resolution or portion hereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this Resolution.

Section 4. This Resolution shall become effective upon its adoption

Passed and adopted by the Town of Ocean Ridge, Florida, this ____ day of _____ 2022.

	AYE	NAY
SUSAN HURLBURT, Mayor	_____	_____
KRISTEN DEHASETH, Vice Mayor	_____	_____
STEVEN COZ, Commission Member	_____	_____
JEFFERY PUGH, Commission Member	_____	_____
MARTIN WIESCHOLEK, Commission Member	_____	_____

Mayor Hurlburt thereupon declared this Resolution approved and adopted by the Town Commission of the Town of Ocean Ridge, Florida.

Susan Hurlburt, Mayor

ATTEST:

Kelly Avery, Town Clerk



Town of Ocean Ridge
Jean Hallahan, Human Resource Administrator
6450 N. Ocean Blvd.
Ocean Ridge, FL 33435

Hello,

It is a pleasure to introduce myself to you, the Town Commission, your organization, and town residents in the hopes I may be considered for your open Town Manager position.

My previous Town Manager experience at the Town of Sewall's Point aligns closely with the Town Manager role for the Town of Ocean Ridge. Please allow me to share a few highlights from my work in that role:

- Safeguarding natural resources and enhancing ecosystems
- Application and award of grants exceeding \$3.5 million (Resilient Florida)
- Septic to sewer conversion of 200+ residential ERCs and assistance to the business community for their private conversions
- Legislative appropriations funding of \$1 million
- Establishing financial processes to ensure separation of duties
- Building strong relationships with Martin County and other agency counterparts

In addition to my administrative experience, I believe my 12 years of experience as an elected City Councilmember and appointed Fire Commissioner bring a unique perspective to the Town of Ocean Ridge. A recent article featured in PM Magazine (the monthly periodical published by ICMA) titled *Two-Way Respect*, by George B. Cuff, emphasized the challenges that sometimes arise in relationships between commissioners and managers. It says, "The core reason this relationship fails so frequently, and at considerable cost, lies in the inadequate respect both parties have for their counterparts." For my part, I come to the relationship absolutely understanding the difficulties in being an elected official representing the needs and wants of the constituency, and I completely respect those positions. This respect, combined with my love for public service and safeguarding Florida's resources, is why I am excited for the opportunity to work with the Town of Ocean Ridge Commission to execute their policies.

If my experience level seems to be a good fit with the job description, I look forward to having a conversation with you and potentially interviewing with the Commission.

Warmest regards,

Michelle

Michelle Lee Berger, M.P.A.

772-224-5651

For additional information, I am including my professional bio.

Michelle Lee Berger, M.P.A., L.D.O.

Private & Public Sector Executive Leadership – Healthcare Retail Operations & Municipal Governance

Phone: (772) 801-3254

MichelleLeeBerger@gmail.com

4360 NE Joe's Point Road

Stuart, FL 34996

Senior level leader with in-depth experience in municipal governance and senior executive operations of a national retail healthcare organization.

EDUCATION

MPA	Barry University Capstone: "Economic Development Incentives, Tax Abatements, Public Private Partnerships and their Long-Term Success"	2014
BS	University of Phoenix, South Florida Location Business Management	2001
AS	Miami Dade State College Opticianry	1989

LICENSURE AND BOARD CERTIFICATIONS

Florida Licensed Dispensing Optician State License #3318, licensed in 1989 with mandated biannual education and renewal	2020
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WORK AND LEADERSHIP EXPERIENCE

City of Stuart

Part Time Project Manager – Special Assistant to the City Manager March 2022 - Present
Serving and reporting to the City Manager while leading completion of special projects of importance, including but not limited to: 2024 Strategic Plan, City Courtesy Floating Dock Replacement, Fire Station #3 Construction, Innovation District Ideation, Economic Development Considerations, and mentoring individuals interested in additional professional development.

Michelle Lee Berger, LLC Stuart, Florida

February 2022 - Present

Senior Business Consultant

Partnering with consultant groups, specialty healthcare, business management and municipal agencies for project specific work on an as needed basis.

The Town of Sewall's Point Sewall's Point, Florida

2019 - 2022

Town Manager

Served and reported to an elected body of 5 individuals, elected at large within the community. The Commission – Manager form of government serves a population of 2027.

- Identified internal structural needs to create good governance within first 90 days.
- Upgraded team talent via reassigned roles and recruited highly sought after personnel.
- Established proper government accounting practices with separation of duties.
- Reduced the budget operational expenditures eliminating the pull of funds from reserves.
- Facilitated the identification and prioritization of capital improvement plans.
- Collaborated with outside agencies on local mitigation plans worth over \$8 million.
- Led the Commission through a series of workshops to memorialize a comprehensive, strategic plan, inclusive of potential funding mechanisms to complete over \$60 million in projects; aggressively planning \$10 million within the first five years, \$20 million the following ten years.

Michelle Lee Berger, M.P.A., L.D.O.

Private & Public Sector Executive Leadership – Healthcare Retail Operations & Municipal Governance

- Completed a septic to sewer conversion program of over 200 (residential) ERCs.
- Negotiated on behalf of the Commission an interlocal agreement for an advanced gravity assisted vacuum sewer system, converting 652 septic tanks on a peninsula surrounded by protected watersheds.
- Worked with the state revolving fund to facilitate funding stormwater and wastewater studies.
- Awarded over \$7 million in resiliency planning and construction grants.
- Facilitated Bargaining Unit negotiations and ongoing conflict resolution arbitrations.
- Led organization through COVID with little to no reduction in the level of service.

National Vision, Inc, Atlanta, GA

2014 - 2018

Senior Vice President Operations

Answering to the CEO, direct all aspects of retail operations for three of the company's five retail brands. Responsibilities included, but not limited to:

- Create long term strategies to enhance the organization's growth and sustainability in the legacy divisions, while feeding store growth of sister brands, leading up to a successful IPO in 2017.
- Monitor and adjust to real time results with appropriate communications for a public company.
- Complete P&L responsibilities for the three legacy brands of the organization.
- Complete talent management and performance management responsibilities for four direct reports, as well as supporting decisions for approximately 2500 associate employees.
- Develop annual plans and budgets with total revenue of over \$225,000,000 annually.
- Present business updates, including Q&A sessions, for audiences up to 1200.
- Sustain a culture of teamwork, promoting fun and celebrating results.

Regional Vice President – promoted internally in 2017

Led day to day retail operations of nine regions in six states within the south east United States, while influencing and collaborating with a parallel, independent doctors' group of optometrists.

- Concentration on increased sales through store count growth throughout the southeast.
- Assist and support the marketing team in local branding efforts.
- Mentor, develop and promote talented field team members.
- Total P&L responsibilities for over 125 retail locations generating over \$175,000,000 in annual sales revenue.

Luxottica

20008 - 2014

Sr. Regional Team Lead, Optometric Advisory Board Member, Optician

Led retail operations for Target Optical locations in Florida, New York, Connecticut and Massachusetts. On the original team creating the Optometric Advisory Board for the brand.

- Drive sales for the east in the largest volume stores for Target Optical, exceeding company sales goals by 40+% year over year.
- Simplify the customer experience while creating consistency store to store.
- Cultivate a culture of casual professionalism within a big box retail environment.
- Track key performance indicators and teach store managers how to monitor and pivot.

Multi-Unit General Manager – Pearle Vision – promoted internally and changed brands in 2010.

Elected Official, City of Port St. Lucie, St. Lucie County, Florida

2004 to 2016

Port St. Lucie City Councilwoman - Three term Councilmember, leading the city through large growth increases, the recession, and recovery, to becoming the 8th largest city in the state of Florida. Elected city wide for the District 2 seat in 2004, 2008 and 2012, having never lost a precinct during any general election.

Michelle Lee Berger, M.P.A., L.D.O.

Private & Public Sector Executive Leadership – Healthcare Retail Operations & Municipal Governance

- Represented the over 180,000 residents on multiple regional and state-wide committees. Selected by the Senate President for an influential state committee creating and amending state statutes for firework use and sales in Florida.
- Projects and accomplishments championed include:
 - Crosstown Parkway
 - Sidewalks throughout the city, via a strategic, phased plan
 - Increased park and green space
 - Influenced associated school district's policy change to allow Charter Schools
 - McCarty Ranch Water Quality Improvement Project
 - Riverwalk Expansion
 - Botanical Garden and Sculpture Garden
 - City Employee Clinic
 - Development of a Citizens' Academy
 - Well equipped, citizen centric Police Department

St. Lucie County Fire Commissioner

Crafted and implemented policy to enhance the safety and health of individual first responders, their teams and the public, inclusive of procurement and budgetary policy.

APPOINTMENTS

- State of Florida Fireworks Advisory Committee, Senate President Pruitt, Republican
- North Fork of the St. Lucie River Management Advisory Committee, Representative Larry Lee, Democrat
- Presidential Delegate, Florida, Republican Party
- Treasure Coast Regional Planning Council
- St. Lucie / Martin County Transportation Planning Council
- St. Lucie County Tourism Development Council
- St. Lucie County Bridge and Expressway Authority
- Martin County Metropolitan Planning Organization Technical Advisory, Vice Chair
- Professional Opticians of Florida, President

PUBLICATIONS

Berger, M.L., "Volunteer Spirit," Quality Cities Magazine, July - August 2021, pp. 18-19

Berger, M.L., "Water Farming, Today's Environmental Stewardship Ensures Port St. Lucie's Water Future," Quality Cities Magazine, May/June 2015, pp. 17-18

PRESENTATIONS AND INVITED LECTURES

Florida Public Human Resources Association 86th Annual Conference 2022 Moderator: Maximizing Retention During and After the Great Resignation

Chamber of Commerce Community Update Presentation, St. Lucie County Chamber of Commerce, City of Port St. Lucie Communications Department Productions, "Coffee with the Council"

Promotional Videos for Local Government Access Television, Series of videos interviewing informed people around the city. Produced by the City of Port St. Lucie Communications Department, "Port St. Lucie Bound with Councilwoman Berger"

Host and Co-Host Informational Segments Regularly, St. Lucie County and the City of Port St. Lucie, produced in house at each agency

Michelle Lee Berger, M.P.A., L.D.O.

Private & Public Sector Executive Leadership – Healthcare Retail Operations & Municipal Governance

Keynote Address, “Suicide Awareness in the Firehouse,” International Association of Fire Chaplains, 2015

Conference and Workshop, “Legacy Divisions: Where We’ve Been, Where We’re Going”, National Vision, Inc. Annual Vendor Conference, 2018

PROFESSIONAL TRAINING

High Performance Leadership Academy ICMA 12-week certification program to equip local government professionals with leadership skills in organizational development, change management, negotiation and collaboration, effective communication, and how to deliver increased value from high performance management.

Florida League of Cities

Florida League of Cities Treasure Coast Chapter

FL Ethics Law, Chapter 112 Florida State Statutes

FL Open Meetings Law, Chapter 286 Florida State Statutes

FL Open Records Law, Chapter 119 Florida State Statutes

CEDO, Shaping the Future of Optics

Continuing education for dispensing opticians

Professional Opticians of Florida

Continuing education for licensed and certified dispensing opticians

PROFESSIONAL AFFILIATIONS

Florida City and County Managers Assoc. (FCCMA)	2019 - Present
ICMA	2020 - Present
Professional Opticians of Florida	2015 - 2022
President	2021 - 2022
Vice President	2019 - 2021
Board Director - Treasure Coast Chapter	2018 - 2019
Sponsor Corporate Opticianry & Optometry	2015 - 2017

COMMUNITY SERVICE

Executive Board of the YMCA of the Treasure Coast	2005 – 2010
Hibiscus Children’s Foundation	2010 – 2012
Habitat for Humanity of St. Lucie County	2012 – 2014
Police Athletic Association of Port St. Lucie	2005 – 2015
Seacoast National Bank Community Advisory Board	2005 – 2008
FAU Community Advisory Committee of St. Lucie County	2006 – 2009
Harbor Branch Oceanographic Institute	2010 – 2014

INTERESTING ARTICLES ON LEADERSHIP

Crumper, I., “7 Strong Women of Martin and St. Lucie Counties Who Led Their Communities Through Tough Crises”, Stuart Magazine, July 2015, Digital Ed.
<https://www.stuartmagazine.com/features/7-strong-women-martin-and-st-lucie-counties-who-led-their-communities-through-tough-crises>



TOWN OF OCEAN RIDGE GENERAL EMPLOYMENT APPLICATION FOR ALL POSITIONS
FOR TOWN OF OCEAN RIDGE USE ONLY:

Town of Ocean Ridge Employment Application	Date Received:	Human Resources Department 6450 N Ocean Blvd Ocean Ridge, FL 33435
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**In accordance with the provisions of the Americans with Disabilities Act (ADA),
this document may be requested in an alternate format.**

INSTRUCTIONS: Only the applicant can complete and sign this form. This Application will remain active for ninety (90) days. Please answer all questions. **Incomplete applications will not be reviewed.** If you need additional space, use a separate sheet of paper. You may add a resume or attach copies of documents to clarify your background, but resumes will not be accepted in lieu of a fully completed application.

POSITION APPLYING FOR: Town Manager

Applicant Name: Michelle Lee Berger

Current Address: 4360 NE Joe's Point Road

City: Stuart State: FL Zip: 34996

Telephone Number: Home: Office: Cell: 772-224-5651

Available Start Date: Desired Salary:

November 1, 2022 \$160,000

How did you learn about the job opening?

ICMA

Are you available to work any shift? Weekends? Holidays? Evenings?

Available as needed.

Many full time Town Employees are required to report for work during natural disasters and emergencies such as hurricanes, etc. Are you able to meet this requirement? ☒ Yes ☐ No

Are you able to perform the essential job functions of the position for which you are applying with or without reasonable accommodations? (The job description is available for review upon request)

☒ Yes ☐ No

If hired, can you provide proof of your identity and eligibility to work in the United States? ☒ Yes ☐ No
(Proof of work eligibility and identity are required and processed through Form I-9 and E-Verify)

Are you related to anyone presently employed by the Town of Ocean Ridge? ☐ Yes ☒ No

If yes, Name: _____

Relationship: _____

Have you previously applied for employment at the Town? ☐ Yes ☒ No Submitted for interim but rescinded due to COVID illness.

Applicant Name: Michelle Lee Berger



TOWN OF OCEAN RIDGE GENERAL EMPLOYMENT APPLICATION FOR ALL POSITIONS

If "yes", when and for which position? _____

Have you ever been employed by the Town of Ocean Ridge? ☐ Yes ☒ No

If yes, complete the following:

Dates previously employed: from _____ to _____

Position held: _____

Reason for leaving: _____

EDUCATION

From Secondary School (High School) and beyond, list the schools you have attended, the dates you attended, and whether or not you graduated or received a degree:

Name and Address of School	Course of Study	Number of Years Completed	Degree Earned
North Miami Senior	High School and College Prep	3	High School Diploma
Miami Dade State College	Opticianry / Vision Care	2	Associate in Science
University of Phoenix	Business Management	2	Bachelors in Business
Barry University	Public Administration	2	Graduate - Masters

List any licenses or certifications you have that relate to the position for which you are applying:

ICMA - High Performance Leadership Academy

FEMA - Emergency Management Institute - Introduction to Incident Command System (ICS-100)

FEMA - Emergency Management Institute - Diversity Awareness

Have any of your licenses or certifications ever been suspended, revoked, relinquished or subjected to discipline or investigation by your former employer or the issuing agency or organization?

☐ Yes ☒ No

If yes, explain in detail:

List any job-related professional, technical, or trade associations or organizations in which you are a member.

International City/County Manager Association (ICMA)

Florida City County Management Association (FCCMA)

CRIMINAL HISTORY RECORDS

Applicant Name: Michelle Lee Berger



TOWN OF OCEAN RIDGE GENERAL EMPLOYMENT APPLICATION FOR ALL POSITIONS

NOTE: A criminal history records check and driving record check will be conducted if you receive a conditional offer of employment. Information concerning arrests and convictions may not necessarily disqualify an applicant as the nature of the offense, date and the position for which you are applying will also be considered; however, any applicant who falsifies the application by failing to provide required information will not be hired or, if employed, be subject to dismissal.

Have you ever been convicted of, pled guilty or no contest (*nolo contendere*), or had adjudication withheld to a criminal offense?

☐ Yes ☒ No

*"Criminal offense" means a criminal law violation for which one of the possible punishments includes imprisonment (in jail or penitentiary), regardless of whether any time is actually served, or being placed on probation.

If yes, explain in detail including fines, convictions, probation, deferred prosecution, jail or prison sentences—including those that occurred while in the military. Also include traffic violations which resulted in fines of more than \$100:

N/A

Date	Offense/Charge	Name/Location of Court	Disposition / Sentence
N/A			

If the position for which you are applying requires driving as a job duty, do you have a current Florida Driver's License? ☒ Yes ☐ No

Expiration Date: 03/20/2029

Have your driver's license privileges ever been suspended or revoked?

☐ Yes ☒ No

If yes, explain in detail:

EMPLOYMENT HISTORY

List below, with the most recent dates first, EACH AND EVERY PLACE in which you were employed for the past ten (10) years. OMIT NONE. Give correct, full addresses. If employment was interrupted by

Applicant Name: Michelle Lee Berger



TOWN OF OCEAN RIDGE GENERAL EMPLOYMENT APPLICATION FOR ALL POSITIONS

military service or unemployment, list those periods in chronological order with other employment history. Include part-time employment. Attach additional sheets if necessary.

INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED

Do you have any objection to us contacting your present employer? ☐ Yes ☒ No

If yes, reason: _____

Employer: City of Stuart
Phone: 772-283-5107
Address: 121 sw Flagler Avenue
Starting Date: 3/22 Ending Date: present Starting Salary: \$36/hr Ending Salary: same
Name/Title of your supervisor: David Dyess, City Manager
Your Job Title: Project Manager
Your duties and responsibilities: Special assistant to the city manager, all special projects as assigned.
Reason for Leaving: Still employed.

Employer: Michelle Lee Berger, LLC
Phone: 772-224-5651
Address: 4360 NE Joe's Point Road
Starting Date: 3/22 Ending Date: present Starting Salary: varies Ending Salary: varies on assignment
Name/Title of your supervisor: myself
Your Job Title: Freelance Consultant
Your duties and responsibilities: Operate as a consultant with a consultant company named
Imagine That Performance, as well as independently with private equity and health care organizations nationally.
Reason for Leaving: Still practicing.

Employer: Town of Sewall's Point
Phone: 772-287-2455
Address: 1 South Sewall's Point Road
Starting Date: 10/2019 Ending Date: 01/2022 Starting Salary: \$110,000 Ending Salary: \$110,000
Name/Title of your supervisor: Kaija Mayfield - Immediate Past Mayor 772-529-0827 or John Tompeck
Your Job Title: Town Manager Current Mayor 772-529-0915
Your duties and responsibilities: Day to day operations of a coastal town, population of 2027, budget of \$5+ million;
supervision of 19 employees including PD, building official, finance director, clerk(s), maintenance. See resume.
Reason for Leaving: Contract expiration. Could not come to terms with renegotiation of salary for new contract

Have you ever been dismissed or asked to resign from any employment or position you have held?

☐ Yes ☒ No If yes, explain in detail:

Applicant Name: Michelle Lee Berger

Additional employment history on separate page.

TOWN OF OCEAN RIDGE GENERAL EMPLOYMENT APPLICATION FOR ALL POSITIONS – ADDITIONAL PAST
EMPLOYMENT INFORMATION TO INCLUDE 10 YEAR HISTORY

Employer: National Vision, Inc.

Phone: 770-822-3600

Address: 2435 Commerce Avenue, NW, Duluth, Georgia, 30096

Starting Date: 05/2014 Ending Date: 12/2017 Starting Salary: \$120k Ending Salary: \$220k

Name/Title of your supervisor: Jeff McAllister and Sharon Pettit

Your Job Title: Senior Vice President of Operations

Your duties and responsibilities: Answering to the CEO, direct all aspects of retail operations for three of the company's five retail brands, with a budget of over \$225,000,000 and more than 2500 employees via 5 direct reports. See resume.

Reason for Leaving: Executive roles were eliminated.

Employer: City of Port St. Lucie

Phone: 772-871-5159

Address: 121 sw Port St. Lucie Blvd., Port St. Lucie, Florida 34952

Starting Date: 11/2004 Ending Date: 11/2016 Starting Salary: \$24k Ending Salary: \$32k

Name/Title of your supervisor: City Manager's Office

Your Job Title: Elected Official – City Councilwoman

Your duties and responsibilities: Three term Councilmember, leading the city through large growth increases, the recession, and recovery, to becoming the 8th largest city in the state of Florida. Elected city wide for the District 2 seat in 2004, 2008 and 2012, having never lost a precinct during any general election. See resume.

Reason for Leaving: Did not run for re-election.

Employer: Luxottica

Phone: +39-02-863-341

Address: Piazzale Cadorna, 3, 20123, Milan, Italy

Starting Date: 01/2008 Ending Date: 05/2014 Starting Salary: \$32k Ending Salary: \$80k

Name/Title of your supervisor: Shawn Deckart

Your Job Title: Senior Team Lead / Multi-Unit Leader

Your duties and responsibilities: Led retail operations for Target Optical locations in Florida, New York, Connecticut and Massachusetts, with a budget of approximately \$8 million and over 300 employees. On the original team creating the Optometric Advisory Board for the brand. See resume.

Reason for Leaving: Recruited by National Vision, Inc.





TOWN OF OCEAN RIDGE GENERAL EMPLOYMENT APPLICATION FOR ALL POSITIONS

Have you ever had any disciplinary action taken against you during any prior employment or position you have held?

☐ Yes ☒ No If yes, explain in detail:

PERSONAL REFERENCES

Give three (3) references (not relatives, former or present employers, fellow current or prior co-workers, or school teachers) who have known you well for the past (5) years. Relatives are defined as your domestic partner, mother, father, sister, brother, son, daughter, spouse, mother-in-law, or father-in-law. If reference is retired, give former occupation and note retired status. Attach additional sheets if necessary.

1. Name: Lorenza Thomas
Physical Address: 117 Queens Road
City, State, Zip: Ft. Pierce, Florida 34949
Telephone Number: Home: _____ Cell: 914-419-9465
Email Address: renz928@yahoo.com Years Known: 10+
Occupation: realtor

2. Name: Steve Smith
Physical Address: 2530 Madewood Drive
City, State, Zip: Fort Pierce, Florida 34981
Telephone Number: Home: _____ Cell: 561-644-4103
Email Address: _____ Years Known: 6
Occupation: Finance Manager

3. Name: Marcia Bailey
Physical Address: 10300 Virginia Pine Lane
City, State, Zip: Alpharetta, Georgia 30022
Telephone Number: Home: _____ Cell: 678-761-2427
Email Address: _____ Years Known: 10
Occupation: Small business owner - Madera Cabinets

MILITARY SERVICE

Have you ever served in the U.S. Military? ☐ Yes ☒ No

If yes, branch: _____ Dates of Active Duty: From _____ to _____

Service / Serial Number: _____

Highest Rank Achieved: _____

Occupational Specialty: _____ Type of Discharge: _____

1. Are you now or have you ever been a member of a reserve unit of the National Guard?

Applicant Name: Michelle Lee Berger



TOWN OF OCEAN RIDGE GENERAL EMPLOYMENT APPLICATION FOR ALL POSITIONS

☐ Yes ☐ No

If yes, state the branch of service, name and location of your unit and whether you attend drills, meetings, or camps: N/A

2. Were you ever disciplined during your military service? ☐ Yes ☐ No

If yes, provide date, place, nature of offense and action taken: N/A

3. Have you ever served in the Armed Forces of a foreign country? ☐ Yes ☒ No

If yes, provide countries and dates of service: _____

VETERANS' PREFERENCE

Completion of the Veterans' Preference is voluntary and, if completed, information made confidential by the ADA or other applicable laws will be redacted prior to public disclosure in accordance with Florida's public records laws.

Are you claiming a Veterans' Preference pursuant to Chapter 295, Florida Statutes? Yes ☐ No ☒

(Veteran's Preference is not available for the following positions: temporary positions without benefits; or, positions requiring Florida Bar membership).

IF YOU ANSWERED "NO"—STOP HERE.

If you answered "YES", please answer the following questions to identify the basis for your Veterans' Preference claim:

- a. Are you a disabled veteran who has served on active duty in any branch of the U.S. Armed Forces, received an honorable discharge, and established the present existence of a service-connected disability that is compensable under public laws administered by the U.S. Dept. of Veterans Affairs? Yes ☐ No ☐
- b. Are you a disabled veteran who is receiving compensation, disability, retirement benefits, or pension pursuant to public laws administered by the U.S. Dept. of Veterans Affairs and the Dept. of Defense? Yes ☐ No ☐
- c. Are you a wartime veteran as defined in Fla. Stat. §1.01(14) who served at least one (1) day during a wartime period (active duty training does not qualify under this provision)? Yes ☐ No ☐
- d. Are you the unremarried widow or widower of a veteran who died of a service connected disability? Yes ☐ No ☐
- e. Are you the mother, father, legal guardian, or unremarried widow or widower of a member of the U.S. Armed Forces who died in the line of duty under combat-related conditions, as verified by the U.S. Dept. of Defense? Yes ☐ No ☐

Applicant Name: Michelle Lee Berger



TOWN OF OCEAN RIDGE GENERAL EMPLOYMENT APPLICATION FOR ALL POSITIONS

- f. Are you the spouse of a person who has a total disability, permanent in nature, resulting from a service-connected disability and who, because of this disability, cannot qualify for employment, and the spouse of a person missing in action, captured in line of duty by a hostile force, or forcibly detained or interned in line of duty by a foreign government or power? Yes ☐ No ☐
- g. Are you a veteran as defined in Fla. Stat. § 1.01(14) (active duty training does not qualify under this provision)? Yes ☐ No ☐
- h. Are you a current member of any reserve component of the U.S. Armed Forces or the Florida National Guard?
Yes ☐ No ☐

IF YOU ARE CLAIMING A VETERAN'S PREFERENCE, YOU MUST PROVIDE DOCUMENTATION AT THE SAME TIME YOU SUBMIT THE APPLICATION AND NO LATER THAN THE CLOSING DATE FOR APPLICATIONS. DOCUMENTATION INCLUDES:

(a) Veterans, disabled veterans, and spouses of disabled veterans must submit a Department of Defense document, commonly known as form DD-214 or military discharge papers, or equivalent certification from the DVA, listing military status, dates of service and discharge type.

(b) Disabled veterans shall also submit a document from the Department of Defense, the DVA, or the Department certifying that the veteran has a service-connected disability.

(c) Spouses of disabled veterans shall also submit either a certification from the Department of Defense or the VA that the veteran is totally and permanently disabled or an identification card issued by the Department; spouses shall also submit evidence of marriage to the veteran and a statement that the spouse is still married to the veteran at the time of the application for employment; the spouse shall also submit proof that the disabled veteran cannot qualify for employment because of the service-connected disability.

(d) Spouses of persons on active duty shall furnish a document from the Department of Defense or the DVA certifying that the person on active duty is listed as missing in action, captured in line of duty, or forcibly detained or interned in line of duty by a foreign government or power; such spouses shall also furnish evidence of marriage and a statement that the spouse is married to the person on active duty at the time of that application for employment.

(e) The mother, father, legal guardian, or unremarried widow or widower of a deceased Veteran shall furnish a document from the Department of Defense showing the death of the service member while on duty status under combat-related conditions or the DVA certifying the service-connected death of the Veteran. The mother, father, or legal guardian shall provide evidence of familial relationship, such as a birth certificate.

(f) The unremarried widow or widower of a deceased veteran shall furnish a document from the Department of Defense or the DVA certifying the service-connected death of the veteran, and shall further furnish evidence of marriage such as a marriage certificate. This evidence may be proved by providing a completed Certification of Unremarried Widow or Widower, FDVA form VP-3, incorporated by reference and found at <http://www.flrules.org/Gateway/reference.asp?No=Ref-06985> or document or form that similarly provides evidence regarding such the status.

(g) The current service member of any active component of the United States Armed Forces who is expected to be discharged or released from active duty service under honorable conditions no later than 120 days after the date that a Statement of Service certification or letter is prepared by the armed forces, shall be treated as a Preference-Eligible applicant. These documents may be provided in lieu of a DD-214 or other documentation which may not be available until active service has ended.

Applicant Name: Michelle Lee Berger



TOWN OF OCEAN RIDGE GENERAL EMPLOYMENT APPLICATION FOR ALL POSITIONS

(h) The current member of any reserve component of the United States Armed Forces may provide a signed memorandum stating he or she is serving honorably from his or her Commander or military human resource personnel, or a completed Certification of Current Member of Reserve Component of the United States Armed Forces or The Florida National Guard, [FDVA form VP-2](http://www.flrules.org/Gateway/reference.asp?No=Ref-06984), incorporated by reference and found at <http://www.flrules.org/Gateway/reference.asp?No=Ref-06984>, signed by an immediate military supervisor. Full-Time duties and operational support assignments in the Reserve Component and the Florida National Guard, for all purposes other than receiving training, are Preference-Eligible for recruitment, hiring, retention, and promotional preferences.

*If incomplete information is submitted, we will contact you in writing and provide you the opportunity to complete the submission within five (5) business days.

If you are veterans' preference eligible and a non-preference eligible applicant is hired, you have the right to request an investigation by the Department of Veteran's Affairs by submitting such request to the Florida Department of Veterans' Affairs, Veterans' Preference Coordinator, 11351 Ulmerton Road, Suite 311, Largo, FL 33778. When you have received notice of a hiring decision from us, you must file the complaint within 60 calendar days from the date you receive such notice. If you have not received notice of a hiring decision within forty-five (45) days of the date we received your application or your interview date (whichever is later), you must contact us to determine if the position has been filled by a non-preferred applicant. If we do not respond, you have 60 calendar days from the date you contacted us to file the complaint. It is your responsibility to maintain contact with us to determine if the position has been filled.

CERTIFICATION /AUTHORIZATION

READ CAREFULLY AND SIGN BELOW

I certify that there are no misrepresentations, omissions, or falsifications in the statements and answers on this application, and that all foregoing entries are true, complete, and correct to the best of my knowledge and belief.

I hereby authorize the Town of Ocean Ridge to verify all information contained herein and I release all past employers and all references from any and all liability for the release of information to the Town of Ocean Ridge.

I understand that all job offers from the Town of Ocean Ridge for positions classified as mandatory-testing or special-risk as referenced in Florida Statute Section 440.102 are conditioned upon successful completion of a health questionnaire and medical examination which includes a drug screen by a Town-appointed physician to determine my ability to perform the essential functions of the job offered. Such exam shall include alcohol/drug testing for which I give consent.

I further understand and agree in advance that I may be summarily discharged if any of the information provided by me during the hiring process contains any misrepresentations, falsifications, or if any material information has been omitted.

I understand that a condition of employment is that I am required to use direct deposit for my payroll.


Signature of Applicant

September 5, 2022

Date signed

Applicant Name: Michelle Lee Berger



TOWN OF OCEAN RIDGE GENERAL EMPLOYMENT APPLICATION FOR ALL POSITIONS

NOTICE TO EMPLOYMENT APPLICANTS READ CAREFULLY AND SIGN BELOW

The Town of Ocean Ridge is an Equal Employment Opportunity Employer. The Town considers applicants for all positions without regard to race, color, national origin, sex, age, disability, marital status, religion, sexual orientation, gender identity or expression, genetic information and any other legally protected status. The Town is also a Drug-Free Workplace.

The selection of exceptional personnel is most important to us. Our product is service. To provide high quality services to Ocean Ridge residents the Town strives to competitively hire the person best qualified for each position.

We expect that you will take the time to complete all areas of the application form and sign it. Your application is a public record and can be viewed and/or copied upon request from any person. Individuals who are eligible for public record exemptions due to their current or former public employment must submit the PUBLIC RECORDS EXEMPTION REQUEST to the TOWN OF OCEAN RIDGE Form to the Town Clerk.

Selected candidates will be contacted for an interview. We are unable to give you an accurate time frame in which a decision will be made. If you do not receive a request to schedule an interview, you may assume that you were not selected to interview. Your application will be kept on active file for ninety (90) days. You may apply for another job vacancy posted during this period by notifying the Town Hall.

Offers of employment are contingent upon the selected applicant passing any testing deemed necessary by the Town.

The Town will also conduct the following checks on persons being hired:

- Driver's License check;
- Local, state, and national criminal history records check, which includes obtaining fingerprints;
- Drug testing for all mandatory-testing and all special risk applicants;
- Application information verification;
- Employment verification and reference check; and
- Physical examination.

The Town will also require new hires to complete or provide the following:

- Immigration & Naturalization Form I-9 which shall be submitted through E-Verify;
- Employee loyalty oath provided by Florida Statute Section 876.05; and
- Copies of any required licenses or certifications.

The Town of Ocean Ridge collects the social security number of employees and applicants for employment for the following purposes: identification and verification; background screening; benefit processing, and tax reporting. Social security numbers may also be used as a unique numeric identifier and may be used for search purposes.

Applicant Name: Michelle Lee Berger



TOWN OF OCEAN RIDGE GENERAL EMPLOYMENT APPLICATION FOR ALL POSITIONS

Applicants for Police positions will be required to complete a supplement to this application if selected to move forward in the hiring process after the initial interview.

If you have any questions, feel free to ask anyone in the Town Hall at (561) 732-2635.

I certify that I have read the above notice; that I have had an opportunity to ask questions about it; that I fully understand this notice and have received a copy.

Michelle Lee Berger
Signature of Applicant

September 5, 2022

Date signed

Applicant Name: Michelle Lee Berger

Fair Credit Reporting Act Background Check Disclosure

In connection with your employment application and for other employment purposes, the Town of Ocean Ridge (the "Town") may seek background information about you from a consumer reporting agency. This information will be in the form of both consumer reports and investigative consumer reports.

These reports may be obtained at any time after the Town receives authorization from you, including any time during the period of your employment if the Town hires you.

Consumer reports include any written, oral, or other communication of information by a consumer reporting agency bearing on your credit standing, character, general reputation, and other personal characteristics that is expected to be used for employment purposes. Consumer reports may include credit reports, criminal records, and driving records, among other resources.

Investigative consumer reports include similar information as consumer reports, which are obtained through personal interviews with those who are acquainted with you or who may have knowledge of any relevant information about you.

FDLE, or another consumer reporting agency, will obtain the reports for the Town.

You have the right to request information from the Town about the nature and scope of any investigative consumer report on you that is requested by the Town. The request must be made in writing and within a reasonable period of time after you have received this disclosure.

A summary of your rights under the federal **Fair Credit Reporting Act (FCRA)** is being provided to you with this disclosure.

Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected,

usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- The following FCRA right applies with respect to nationwide consumer reporting agencies:

CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer’s credit file. Upon seeing a fraud alert display on a consumer’s credit file, a business is required to take steps to verify the consumer’s identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
<p>1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates</p> <p>b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:</p>	<p>a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552</p> <p>b. Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357</p>
<p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks</p> <p>b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act.</p> <p>c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations</p> <p>d. Federal Credit Unions</p>	<p>a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050</p> <p>b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480</p> <p>c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106</p> <p>d. National Credit Union Administration Office of Consumer Financial Protection (OCFP) Division of Consumer Compliance Policy and Outreach 1775 Duke Street Alexandria, VA 22314</p>
<p>3. Air carriers</p>	<p>Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590</p>
<p>4. Creditors Subject to the Surface Transportation Board</p>	<p>Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423</p>
<p>5. Creditors Subject to the Packers and Stockyards Act, 1921</p>	<p>Nearest Packers and Stockyards Administration area supervisor</p>
<p>6. Small Business Investment Companies</p>	<p>Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., Suite 8200 Washington, DC 20416</p>
<p>7. Brokers and Dealers</p>	<p>Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549</p>
<p>8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations</p>	<p>Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090</p>
<p>9. Retailers, Finance Companies, and All Other Creditors Not Listed Above</p>	<p>Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357</p>

Michelle Lee Berger is an experienced, professional operations manager who is sought after for her abilities to influence and build relationships for shared success. Known as a collaborator and strategic thinker, Michelle is an asset to any organization wanting immediate and sustained results attained through nurturing a culture of excellence.

Michelle's private sector executive roles within National Vision, Inc. as Senior Vice President and Regional Vice President of a retail specialty healthcare organization with over 10,000 employees enabled her to develop high performance teams throughout the United States, supporting over 1000 individual locations in the Lower 48, Alaska, Hawaii and Puerto Rico. Under Michelle's direction, the company's financial results continued to prosper, allowing for store count growth and stakeholder support to pursue an IPO in 2017 (EYE). The image from National Vision, Inc.'s 2019 Q4 quarterly report, offers a glimpse of the outstanding results during Michelle's tenure from May 2014 – December 2018 (circled in red) and consulting time in 2019. Prior to National Vision, Michelle served in several key leadership roles for global optical companies, driving company initiatives to enhance customer experience while attaining gross margin goals and driving year over year revenue growth. Michelle attributes her continued success to recruiting, developing, and sustaining high performance teams.



This private business management sector experience is enhanced only by her decade (plus) of public sector experience. Integrity and the pursuit of excellence in public service has been a long-time goal for Michelle as she has dedicated 15 years of her professional career to serving the public as both an elected and appointed official. Her municipal governance experience stems from an appointment as Town Manager for the Town of Sewall's Point and a three-term elected official as City Councilwoman for the City of Port St. Lucie, Florida. While serving as Councilwoman, Michelle also was appointed by her peers as a Fire Commissioner for the independent taxing district of the St. Lucie County Fire District. Public or private, Michelle understands the key to success is people.

Michelle's financial exposure spans a spectrum of over a half billion dollars for the City of Port St. Lucie and as low as five million for the Town of Sewall's Point. Her private sector operational budget with full P&L responsibilities exceeded \$300 million.

Michelle's expertise lies in public policy and in the art of managing human behavior to cultivate organizational success. Whether involved in executive coaching, negotiations, labor relations, conflict management, or any other aspect of leadership, listening skills and word selection must be top of mind. Michelle counsels on methodologies to consider as leaders navigate the day-to-day operations of recruiting top talent, growing individuals, enhancing teamwork, delivering exceptional customer service, all while executing the overall mission of the organization. Michelle has been described as "compassionately direct" while coaching a high-level executive who requested authentic feedback.

Michelle has a master's degree in Public Administration (MPA) from Barry University and currently serves as the Chair of Barry University MPA Accreditation Committee. She earned her undergraduate degree in Business Management and is an active licensed dispensing optician within the State of Florida, serving as the Immediate Past President of the Professional Opticians of Florida, a non-profit association. Recently, Michelle became Master Certified through ICMA's Professional Development Academy in High Performance Leadership.

Professional Skills and Qualifications

- Full Profit & Loss Responsibilities
- Operations Management
- Talent Acquisition and Development
- Strong History of Exceeding Goals

Contact Information: MichelleLeeBerger@gmail.com

772-224-5651 mobile

LYNNE LADNER

785-760-1714 -
elizabethlladner@gmail.com

September 8, 2022

Susan Hurlburt
Mayor, Ocean Ridge, FL
6450 N Ocean Blvd
Ocean Ridge, FL 33435

RE: Town Manager/Finance Director – Town of Ocean Ridge

Dear Mayor Hurlburt.

I want to express my interest in the position of Town Manager/Finance Director for Ocean Ridge, Florida. Having worked in all aspects of local government operations, I understand the importance of partnering with the City Commission to instill confidence, build trust and encourage collaboration at all levels of the organization. I have extensive financial administration, budgeting, zoning administration, and refined human resource management and project management talents. My experience in customer service reflects my ability to collaborate and establish strong relationships with internal and external stakeholders, customers, and partner organizations to ensure effective and efficient town operations.

I have focused my career working with small communities understanding the challenges and unique opportunities that exist in these areas. By identifying and managing the necessary capital infrastructure projects through successfully working with state and federal agencies obtaining grants, and advocating for legislative action are just two of the ways in which I have collaborated and helped to build the future of the communities in which I have worked.

I have effectively leveraged personnel cross-training to maximize efficiency within the organization. I have served in the role of community and economic development director, finance director, human resources director, and planning and zoning director all while serving as the chief administrative officer/manager of the communities I have led in the past. This has provided me with a depth and breadth of knowledge that allows me to work with department heads and city boards to identify unique opportunities to leverage the different situations in which opportunities arise to help the community move forward toward its vision and goals.

I am delighted at the potential opportunity to become a member of the Ocean Ridge community participating in community events and activities throughout the year. I look forward to the opportunity to speak to you further about how my diverse experiences provide me with the necessary skills, understanding, and ability to collaborate with you and the Ocean Ridge Town Commission to serve the residents to the best of my ability.

Thank you for your time and consideration.



Lynne Ladner
ICMA- CM
SHRM-SCP

Lynne Ladner – ICMA – CM, SHRM-SCP

9325 Harbor Cove Cir. Apt 123

Whitmore Lake, MI, 48189

+785.760.1714

elizabethlladner@gmail.com

[linkedin.com/in/lynne-ladner-1203436/](https://www.linkedin.com/in/lynne-ladner-1203436/)

Professional Summary

Strategic executive administrative professional with 10+ years' experience impacting business direction with successful leadership decisions and key plan development and implementation. Highly dependable, ethical, and reliable specialist, and leader that blends advanced organizational, technical, and business acumen. Works effectively with cross-functional teams in ensuring operational and service excellence

Career Experience

Town of Ocean Ridge

9/2022 – Present

Interim Town Manager/Finance Director

Ocean Ridge, FL

Providing short-term assistance during the transition to a new permanent town manager to enable the community to effectively ensure continuity of service delivery during the transition period

- Assist with final FY 23 budget hearing, adoption and entry into financial management software
- Complete FY 22 year-end journal entries, closeout and preparation for annual audit.
- Meet with Department Heads and key staff members to identify current challenges and future issues that will need to be addressed.

City of Pahokee, FL

5/2022 – 8/2022

Contracted Interim Finance/HR Director

Pahokee, FL

Providing month-to-month contracted assistance during the transition of a new city manager to enable the manager to effectively build the City's leadership team while having the confidence that internal city services are being managed in the short term.

- Assist current finance staff with implementing current audit findings and any unresolved findings from previous findings
- Leading the Finance department in regaining regulatory compliance with financial reporting compliance by assisting with preparing for the FY 2021 Audit submission, preparation for completion of the FY 2022 Audit
- Assist Interim City Manager in preparing for FY 23 budget development and adoption process
- Provide a detailed evaluation of the Personnel Handbook including detailing areas of risk due to outdated or missing policies and identifying best practices/policies which can be adopted or modified to meet the community's needs.
- Assist with the onboarding of new employees ensuring all employment and benefits paperwork is completed in a timely manner and employees are provided employment expectations and objectives.
- Bid and recommend employee benefit program options and alternatives to maximize options for employees while minimizing costs to the city and employees seeking to improve employee retention and recruitment.
- Engage with Property and Liability insurance carrier to facilitate better risk management.

Imagine That Performance

1/2022 – Present

Senior Consultant

Tampa, FL

Provide a collaborative environment where consultants and local government leaders strive to learn and implement evolving leadership principles, nurture trusting teams, advance employee development, expand citizen participation, and further community trust.

- Provided interim municipal executive management services as Interim City Manager and Interim Department Head of Finance and HR
- Completed special human resources projects including evaluations of organizational Personnel Handbooks, review of position Job Descriptions, development of Job Descriptions for new positions and determination of competitive compensation

Merit Network

6/2021 – 1/2022

Community Member Engagement Manager – South Central Region

Ann Arbor, MI

As a member of the Community Engagement Team, I am responsible for generating and following up on leads with qualified organizations to collaborate on providing a variety of technology services including Internet, Merit Voice, Cyber Security, Workshops and training opportunities for individual organizations.

- Work with client representatives to identify their technology infrastructure and current and future need and how the Merit suite of products can assist them with achieving their goals
- Collaborate with internal stakeholders to deliver high-quality reliable services to meet client project schedule
- Identify resources for organizational collaboration with outside entities to expand and partner on Merit projects and services.

Town of Kenneth City

4/2021 – 6/2021

Interim Town Manager/Chief Administrative Officer

Kenneth City, FL

As the Interim Town Manager, I was tasked with the responsibility of managing the transition of the community following the separation of the previous manager and the entire administrative staff from the Community. This included ensuring continuity of business and daily operations in the absence of a town clerk, HR director, reception staffing and finance responsibilities other than payroll and A/P.

- Developed recruitment advertisement and brochure for long-term Town Manager and Town Clerk positions
- Opened contract negotiations with the Police Benevolent Association to hear the requests of the bargaining unit for the new contract term
- Met with Council members and residents to understand the challenges that existed as a result of the extended period of leadership vacancies at the manager and clerk level and identified ways to begin to restore community trust by providing greater access to information through the city website.
- Responsible for updating and maintaining HRIS system through Centrally HR including new employee onboarding, employee termination, changes in benefits and income, and verifying and approving time-off requests.

City of Hart

7/2018 – 4/2021

City Manager/Chief Administrative Officer

Hart, MI

As city manager of Hart, I was responsible for the day-to-day operations. Responsibilities include making recommendations to the mayor and other city leaders on a variety of issues, including budgets, personnel needs and project costs. I focus on the practical, everyday responsibilities of running a city as well as long-range programs that benefit residents and work with various heads of department to identify and resolve issues facing the community.

- Obtained CDBG Grant funding for Downtown Pocket Park totaling \$398,290 in grant funding for project scheduled for construction spring 2020.
- Executed insurance RFP and renewal processes for all City insurances including property, Workers' Compensation, general liability and employee benefits generating savings of over \$25,000 annually while expanding and improving coverages.
- Entered Intergovernmental agreement with Oceana County to provide assessment services to the City upon the retirement of the City's assessor saving the City over \$30,000 annually.
- Proactively identified and solved complex problems impacting operations management and business direction including compliance with Administrative Consent Order and Federal Energy Regulatory Commission requirements for hydroelectric dam
- Developed and integrated COVID-19 Workplace Preparedness and Response Plan, identifying strategies for ensuring employee and customer health and safety in the workplace, public buildings and public spaces
- Prepared and implemented updated personnel handbook with policies related to: Zero Tolerance Drug Use, Organizational Credit Card use, and implementation of employee job descriptions
- Planned and executed annual budgets with revenue and expenditures in excess of \$11 million annually

City of South Lyon

2014-2018

City Manager/Chief Administrative Officer

South Lyon, MI

As city manager my responsibilities include managing the collective bargaining agreements with local law enforcement, sanitation, and city workers. Critical project work to ensure water supplies for city were safe and made critical investments future of clean water supply.

- Addressed the challenges of extensive growth in the community and adjacent townships that tax multiple levels of infrastructure including water, wastewater, streets and storm water.
- Successfully negotiated multiple Collective Bargaining agreements with unions representing Police Command, Patrol, Public Works/Water/Sewer and Clerical. Ensured all parties were represented fairly and negotiations came to a successful outcome.
- Wrote and executed RFP process for selecting a 24-hour IT services company for all city departments to reduce downtime and to ensure archiving compliance.
- Oversaw completion of \$4 Million water main replacement project partially funded by Drinking Water Revolving Loan funds. This project was critical to ensure safe drinking water and with the use of the revolving loan the financial impact to the city was reduced significantly.

- Oversaw the implementation of new technology for the City's financial, building and utility billing systems to improve efficiency, expand customer service offerings and enable the City to accept online bill payments. This dramatically change how the city could send invoices and accept payments.
- Responsible for the development and administration of the City budget in excess of \$10 Million annually. The budgeting process is critical to the overall success of the city and future planning for capital investments.

City of Hiawatha

2006-2014

City Administrator/Chief Administrative Officer

Hiawatha, KS

Appointed by the City Council, the City Administrator is responsible for ensuring the policy decisions made by the City Council are executed and for the timely and cost-effective delivery of the City's public services. Responsibilities include managing the City budget, carrying out City Council goals and policy decisions, overseeing day-to-day operations of the City, delivery of public services in an efficient manner, and informing and advising the City Council of any and all City matters.

- Successfully obtained Federal Grant dollars for the second phase of downtown streetscape redevelopment in the excess of \$500,000 in federal share for FY 2012.
- Obtained \$500,000 Community Development Block Grant through a competitive process for sewer distribution system rehab and reconstruction for FY 2012.
- Authored successful grant applications bringing \$838,000 in grant money to the community for FY 2011 equaling 15.4% of the overall budget.
- Execute strategies for service delivery while managing an annual budget in excess of \$5.6 million controlling costs, decreasing tax mill levies, and reducing staffing levels by 10% while scheduling multiple capital improvement projects for FY 2012
- Function as administrative and leadership liaison to various boards and community committees; including Hiawatha Foundation for Economic Development, Hiawatha Convention & Visitor's Bureau, Planning Commission, and Board of Zoning Appeals
- Effectively coordinated public-private partnership project and managed the completion of the relocation of City administrative offices to the newly renovated Francis Sewell Plamann History Center.
- Managed economic development department including the development of a comprehensive incentive program for new lodging development, facilitated the development of new commercial development between local property owners and two new national franchise businesses scheduled to begin construction in spring 2012
- Development of the Hiawatha Fitness and School Trail awarded a \$21,500 grant from the Sunflower Foundation and \$782,967 from the Federal Transportation Community and System Preservation program.

Education

Masters Public Administration*Grand Valley State University – Grand Rapids, MI***Bachelor of Science | Political Science***Grand Valley State University – Allendale, MI***Senior Executive Institute***University of Virginia – Charlottesville, VA*

Activities & Organizations

International City/County Management Association, Member, Class of 2014 Leadership ICMA Graduate, Credentialed Manager

Florida City/County Managers Association –

Merit Network Broadband Advisory Board Member 2018-2021

Society for Human Resources Management – Senior Certified Professional



TOWN OF OCEAN RIDGE GENERAL EMPLOYMENT APPLICATION FOR ALL POSITIONS
FOR TOWN OF OCEAN RIDGE USE ONLY:

Town of Ocean Ridge Employment Application	Date Received:	Human Resources Department 6450 N Ocean Blvd Ocean Ridge, FL 33435
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**In accordance with the provisions of the Americans with Disabilities Act (ADA),
this document may be requested in an alternate format.**

INSTRUCTIONS: Only the applicant can complete and sign this form. This Application will remain active for ninety (90) days. Please answer all questions. **Incomplete applications will not be reviewed.** If you need additional space, use a separate sheet of paper. You may add a resume or attach copies of documents to clarify your background, but resumes will not be accepted in lieu of a fully completed application.

POSITION APPLYING FOR: Town Manager

Applicant Name: Elizabeth Lynne Ladner

Current Address: 1754 Shoreline Circle

City: Wellington State: FL Zip: 33414

Telephone Number: Home: Office: Cell: 785-760-1714

Available Start Date: Immediately Desired Salary: Negotiable

How did you learn about the job opening? Town Website

Are you available to work any shift? ☒ Weekends? ☐ Holidays? ☒ Evenings? ☐

Many full time Town Employees are required to report for work during natural disasters and emergencies such as hurricanes, etc. Are you able to meet this requirement? ☒ Yes ☐ No

Are you able to perform the essential job functions of the position for which you are applying with or without reasonable accommodations? (The job description is available for review upon request)
☒ Yes ☐ No

If hired, can you provide proof of your identity and eligibility to work in the United States? ☒ Yes ☐ No
(Proof of work eligibility and identity are required and processed through Form I-9 and E-Verify)

Are you related to anyone presently employed by the Town of Ocean Ridge? ☐ Yes ☒ No

If yes, Name: _____

Relationship: _____

Have you previously applied for employment at the Town? ☒ Yes ☐ No

Applicant Name: Elizabeth Lynne Ladner



TOWN OF OCEAN RIDGE GENERAL EMPLOYMENT APPLICATION FOR ALL POSITIONS

If "yes", when and for which position? Interim Town Manager

Have you ever been employed by the Town of Ocean Ridge? ☒ Yes ☐ No

If yes, complete the following:

Dates previously employed: from 09/22 to Present

Position held: Interim Town Manager

Reason for leaving: I hope to remain here permanently

EDUCATION

From Secondary School (High School) and beyond, list the schools you have attended, the dates you attended, and whether or not you graduated or received a degree:

Name and Address of School	Course of Study	Number of Years Completed	Degree Earned
Syracuse High School	College Prep	4	High School Diploma
Grand Valley State University	Political Science	3.5	Bachelor of Science
Grand Valley State University	Public & Non-Profit Admin	2	Master of Public Administration

List any licenses or certifications you have that relate to the position for which you are applying:

International City/County Managers Association - Credentialed Manager

Society for Human Resource Managers - Senior Certified Professional

Have any of your licenses or certifications ever been suspended, revoked, relinquished or subjected to discipline or investigation by your former employer or the issuing agency or organization?

☐ Yes ☒ No

If yes, explain in detail:

List any job-related professional, technical, or trade associations or organizations in which you are a member.

International City/County Managers Association

Florida City/County Managers Association

Society for Human Resource Management

CRIMINAL HISTORY RECORDS

Applicant Name: Elizabeth Lynne Ladner



TOWN OF OCEAN RIDGE GENERAL EMPLOYMENT APPLICATION FOR ALL POSITIONS

NOTE: A criminal history records check and driving record check will be conducted if you receive a conditional offer of employment. Information concerning arrests and convictions may not necessarily disqualify an applicant as the nature of the offense, date and the position for which you are applying will also be considered; however, any applicant who falsifies the application by failing to provide required information will not be hired or, if employed, be subject to dismissal.

Have you ever been convicted of, pled guilty or no contest (*nolo contendere*), or had adjudication withheld to a criminal offense?

☐ Yes ☒ No

*"Criminal offense" means a criminal law violation for which one of the possible punishments includes imprisonment (in jail or penitentiary), regardless of whether any time is actually served, or being placed on probation.

If yes, explain in detail including fines, convictions, probation, deferred prosecution, jail or prison sentences –including those that occurred while in the military. Also include traffic violations which resulted in fines of more than \$100:

Date	Offense/Charge	Name/Location of Court	Disposition / Sentence

If the position for which you are applying requires driving as a job duty, do you have a current Florida Driver's License? ☐ Yes ☒ No

Expiration Date: _____

Have your driver's license privileges ever been suspended or revoked?

☐ Yes ☒ No

If yes, explain in detail:

EMPLOYMENT HISTORY

List below, with the most recent dates first, EACH AND EVERY PLACE in which you were employed for the past ten (10) years. OMIT NONE. Give correct, full addresses. If employment was interrupted by

Applicant Name: Elizabeth Lynne Ladner



TOWN OF OCEAN RIDGE GENERAL EMPLOYMENT APPLICATION FOR ALL POSITIONS

military service or unemployment, list those periods in chronological order with other employment history. Include part-time employment. Attach additional sheets if necessary.

INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED

Do you have any objection to us contacting your present employer? ☐ Yes ☒ No

If yes, reason: _____

Employer: Town of Ocean Ridge

Phone: _____

Address: 6540 N Ocean Blvd, Ocean Ridge, FL

Starting Date: 09/01/22 Ending Date: Current Starting Salary: \$110,000 Ending Salary: _____

Name/Title of your supervisor: Susan Hurlburt, Mayor

Your Job Title: Interim Town Manager

Your duties and responsibilities: _____

Reason for Leaving: Not leaving

Employer: City of Pahokee/Imagine That Performance

Phone: 561-924-5534

Address: 207 Begonia Dr. Pahokee, FL 33476

Starting Date: 05/02/22 Ending Date: 08/31/22 Starting Salary: _____ Ending Salary: _____

Name/Title of your supervisor: Rodney Lucas/ City Manager

Your Job Title: Interim Finance/HR Director - Contractor

Your duties and responsibilities: Oversee bringing the city into compliance with standard employment practices for

hiring, discipline and termination. Work with employees in all department to try and bring the City into financial compliance related to purchasing and past years financial books including GL, Auditing, Bank Rec. etc

Reason for Leaving: Contract was expiring and I was seeking an opportunity for full-time employment in the area

Employer: Merit Network

Phone: 734-527-5700

Address: 880 TECHNOLOGY DR. SUITE B

Starting Date: 06/21/21 Ending Date: 01/14/22 Starting Salary: \$75,000 Ending Salary: \$75,000

Name/Title of your supervisor: Jameka Williams

Your Job Title: Community Engagement Manager

Your duties and responsibilities: Technology software and equipment sales and service. Was initially hired to assist with the expansion of broadband municipal utilities throughout the State of Michigan

Reason for Leaving: Position was realigned shortly after I was hired and was no longer a good fit for my skills

Have you ever been dismissed or asked to resign from any employment or position you have held?

☒ Yes ☐ No If yes, explain in detail:

The position at Merit, at the end of my probationary period we agreed that this was not a good fit position for me and that I was not meeting the performance expectations that they had developed for the realigned position. As a result my employment was terminated with the end of my probationary period.

Applicant Name: _____



TOWN OF OCEAN RIDGE GENERAL EMPLOYMENT APPLICATION FOR ALL POSITIONS

Have you ever had any disciplinary action taken against you during any prior employment or position you have held?

☐ Yes ☒ No If yes, explain in detail:

PERSONAL REFERENCES

Give three (3) references (not relatives, former or present employers, fellow current or prior co-workers, or school teachers) who have known you well for the past (5) years. Relatives are defined as your domestic partner, mother, father, sister, brother, son, daughter, spouse, mother-in-law, or father-in-law. If reference is retired, give former occupation and note retired status. Attach additional sheets if necessary.

1. Name: Jane Bais-DiSessa
Physical Address: 5100 E Holly Rd
City, State, Zip: Holly, MI 48442
Telephone Number: Home: _____ Cell: 248-894-7669
Email Address: jbdissessa@gmail.com Years Known: 8
Occupation: Chief of Staff to Mayor, City of Lansing, MI

2. Name: Carol Etterman
Physical Address: 61540 Topsfield Ln S
City, State, Zip: South Lyon, MI 48178
Telephone Number: Home: _____ Cell: 248-719-9490
Email Address: cmetterman@gmail.com Years Known: 9
Occupation: Store Manager

3. Name: Mandy McGregor
Physical Address: 7173 Packer Dr NE
City, State, Zip: Belmont, MI 49306
Telephone Number: Home: 616-866-0384 Cell: 616-818-9214
Email Address: mandym46@yahoo.com Years Known: 22
Occupation: _____

MILITARY SERVICE

Have you ever served in the U.S. Military? ☐ Yes ☒ No

If yes, branch: _____ Dates of Active Duty: From _____ to _____

Service / Serial Number: _____

Highest Rank Achieved: _____

Occupational Specialty: _____ Type of Discharge: _____

1. Are you now or have you ever been a member of a reserve unit of the National Guard?

Applicant Name: Elizabeth Lynne Ladner



TOWN OF OCEAN RIDGE GENERAL EMPLOYMENT APPLICATION FOR ALL POSITIONS

☐ Yes ☒ No

If yes, state the branch of service, name and location of your unit and whether you attend drills, meetings, or camps: _____

2. Were you ever disciplined during your military service? ☐ Yes ☐ No

If yes, provide date, place, nature of offense and action taken: _____

3. Have you ever served in the Armed Forces of a foreign country? ☐ Yes ☐ No

If yes, provide countries and dates of service: _____

VETERANS' PREFERENCE

Completion of the Veterans' Preference is voluntary and, if completed, information made confidential by the ADA or other applicable laws will be redacted prior to public disclosure in accordance with Florida's public records laws.

Are you claiming a Veterans' Preference pursuant to Chapter 295, Florida Statutes? Yes ☐ No ☒

(Veteran's Preference is not available for the following positions: temporary positions without benefits; or, positions requiring Florida Bar membership).

IF YOU ANSWERED "NO"—STOP HERE.

If you answered "YES", please answer the following questions to identify the basis for your Veterans' Preference claim:

- a. Are you a disabled veteran who has served on active duty in any branch of the U.S. Armed Forces, received an honorable discharge, and established the present existence of a service-connected disability that is compensable under public laws administered by the U.S. Dept. of Veterans Affairs? Yes ☐ No ☐
- b. Are you a disabled veteran who is receiving compensation, disability, retirement benefits, or pension pursuant to public laws administered by the U.S. Dept. of Veterans Affairs and the Dept. of Defense? Yes ☐ No ☐
- c. Are you a wartime veteran as defined in Fla. Stat. §1.01(14) who served at least one (1) day during a wartime period (active duty training does not qualify under this provision)? Yes ☐ No ☐
- d. Are you the unremarried widow or widower of a veteran who died of a service connected disability? Yes ☐ No ☐
- e. Are you the mother, father, legal guardian, or unremarried widow or widower of a member of the U.S. Armed Forces who died in the line of duty under combat-related conditions, as verified by the U.S. Dept. of Defense? Yes ☐ No ☐

Applicant Name: Elizabeth Lynne Ladner



TOWN OF OCEAN RIDGE GENERAL EMPLOYMENT APPLICATION FOR ALL POSITIONS

- f. Are you the spouse of a person who has a total disability, permanent in nature, resulting from a service-connected disability and who, because of this disability, cannot qualify for employment, and the spouse of a person missing in action, captured in line of duty by a hostile force, or forcibly detained or interned in line of duty by a foreign government or power? Yes ☐ No ☐
- g. Are you a veteran as defined in Fla. Stat. § 1.01(14) (active duty training does not qualify under this provision)? Yes ☐ No ☐
- h. Are you a current member of any reserve component of the U.S. Armed Forces or the Florida National Guard?
Yes ☐ No ☐

IF YOU ARE CLAIMING A VETERAN'S PREFERENCE, YOU MUST PROVIDE DOCUMENTATION AT THE SAME TIME YOU SUBMIT THE APPLICATION AND NO LATER THAN THE CLOSING DATE FOR APPLICATIONS. DOCUMENTATION INCLUDES:

- (a) Veterans, disabled veterans, and spouses of disabled veterans must submit a Department of Defense document, commonly known as form DD-214 or military discharge papers, or equivalent certification from the DVA, listing military status, dates of service and discharge type.
- (b) Disabled veterans shall also submit a document from the Department of Defense, the DVA, or the Department certifying that the veteran has a service-connected disability.
- (c) Spouses of disabled veterans shall also submit either a certification from the Department of Defense or the VA that the veteran is totally and permanently disabled or an identification card issued by the Department; spouses shall also submit evidence of marriage to the veteran and a statement that the spouse is still married to the veteran at the time of the application for employment; the spouse shall also submit proof that the disabled veteran cannot qualify for employment because of the service-connected disability.
- (d) Spouses of persons on active duty shall furnish a document from the Department of Defense or the DVA certifying that the person on active duty is listed as missing in action, captured in line of duty, or forcibly detained or interned in line of duty by a foreign government or power; such spouses shall also furnish evidence of marriage and a statement that the spouse is married to the person on active duty at the time of that application for employment.
- (e) The mother, father, legal guardian, or unremarried widow or widower of a deceased Veteran shall furnish a document from the Department of Defense showing the death of the service member while on duty status under combat-related conditions or the DVA certifying the service-connected death of the Veteran. The mother, father, or legal guardian shall provide evidence of familial relationship, such as a birth certificate.
- (f) The unremarried widow or widower of a deceased veteran shall furnish a document from the Department of Defense or the DVA certifying the service-connected death of the veteran, and shall further furnish evidence of marriage such as a marriage certificate. This evidence may be proved by providing a completed Certification of Unremarried Widow or Widower, FDVA form VP-3, incorporated by reference and found at <http://www.flrules.org/Gateway/reference.asp?No=Ref-06985> or document or form that similarly provides evidence regarding such the status.
- (g) The current service member of any active component of the United States Armed Forces who is expected to be discharged or released from active duty service under honorable conditions no later than 120 days after the date that a Statement of Service certification or letter is prepared by the armed forces, shall be treated as a Preference-Eligible applicant. These documents may be provided in lieu of a DD-214 or other documentation which may not be available until active service has ended.

Applicant Name: Elizabeth Lynne Ladner



TOWN OF OCEAN RIDGE GENERAL EMPLOYMENT APPLICATION FOR ALL POSITIONS

(h) The current member of any reserve component of the United States Armed Forces may provide a signed memorandum stating he or she is serving honorably from his or her Commander or military human resource personnel, or a completed Certification of Current Member of Reserve Component of the United States Armed Forces or The Florida National Guard, [FDVA form VP-2](http://www.flrules.org/Gateway/reference.asp?No=Ref-06984), incorporated by reference and found at <http://www.flrules.org/Gateway/reference.asp?No=Ref-06984>, signed by an immediate military supervisor. Full-Time duties and operational support assignments in the Reserve Component and the Florida National Guard, for all purposes other than receiving training, are Preference-Eligible for recruitment, hiring, retention, and promotional preferences.

*If incomplete information is submitted, we will contact you in writing and provide you the opportunity to complete the submission within five (5) business days.

If you are veterans' preference eligible and a non-preference eligible applicant is hired, you have the right to request an investigation by the Department of Veteran's Affairs by submitting such request to the Florida Department of Veterans' Affairs, Veterans' Preference Coordinator, 11351 Ulmerton Road, Suite 311, Largo, FL 33778. When you have received notice of a hiring decision from us, you must file the complaint within 60 calendar days from the date you receive such notice. If you have not received notice of a hiring decision within forty-five (45) days of the date we received your application or your interview date (whichever is later), you must contact us to determine if the position has been filled by a non-preferred applicant. If we do not respond, you have 60 calendar days from the date you contacted us to file the complaint. It is your responsibility to maintain contact with us to determine if the position has been filled.

CERTIFICATION /AUTHORIZATION

READ CAREFULLY AND SIGN BELOW

I certify that there are no misrepresentations, omissions, or falsifications in the statements and answers on this application, and that all foregoing entries are true, complete, and correct to the best of my knowledge and belief.

I hereby authorize the Town of Ocean Ridge to verify all information contained herein and I release all past employers and all references from any and all liability for the release of information to the Town of Ocean Ridge.

I understand that all job offers from the Town of Ocean Ridge for positions classified as mandatory-testing or special-risk as referenced in Florida Statute Section 440.102 are conditioned upon successful completion of a health questionnaire and medical examination which includes a drug screen by a Town-appointed physician to determine my ability to perform the essential functions of the job offered. Such exam shall include alcohol/drug testing for which I give consent.

I further understand and agree in advance that I may be summarily discharged if any of the information provided by me during the hiring process contains any misrepresentations, falsifications, or if any material information has been omitted.

I understand that a condition of employment is that I am required to use direct deposit for my payroll.

Signature of Applicant

9/8/2022

Date signed

Applicant Name: Elizabeth Lynne Ladner



TOWN OF OCEAN RIDGE GENERAL EMPLOYMENT APPLICATION FOR ALL POSITIONS

NOTICE TO EMPLOYMENT APPLICANTS READ CAREFULLY AND SIGN BELOW

The Town of Ocean Ridge is an Equal Employment Opportunity Employer. The Town considers applicants for all positions without regard to race, color, national origin, sex, age, disability, marital status, religion, sexual orientation, gender identity or expression, genetic information and any other legally protected status. The Town is also a Drug-Free Workplace.

The selection of exceptional personnel is most important to us. Our product is service. To provide high quality services to Ocean Ridge residents the Town strives to competitively hire the person best qualified for each position.

We expect that you will take the time to complete all areas of the application form and sign it. Your application is a public record and can be viewed and/or copied upon request from any person. Individuals who are eligible for public record exemptions due to their current or former public employment must submit the PUBLIC RECORDS EXEMPTION REQUEST to the TOWN OF OCEAN RIDGE Form to the Town Clerk.

Selected candidates will be contacted for an interview. We are unable to give you an accurate time frame in which a decision will be made. If you do not receive a request to schedule an interview, you may assume that you were not selected to interview. Your application will be kept on active file for ninety (90) days. You may apply for another job vacancy posted during this period by notifying the Town Hall.

Offers of employment are contingent upon the selected applicant passing any testing deemed necessary by the Town.

The Town will also conduct the following checks on persons being hired:

- Driver's License check;
- Local, state, and national criminal history records check, which includes obtaining fingerprints;
- Drug testing for all mandatory-testing and all special risk applicants;
- Application information verification;
- Employment verification and reference check; and
- Physical examination.

The Town will also require new hires to complete or provide the following:

- Immigration & Naturalization Form I-9 which shall be submitted through E-Verify;
- Employee loyalty oath provided by Florida Statute Section 876.05; and
- Copies of any required licenses or certifications.

The Town of Ocean Ridge collects the social security number of employees and applicants for employment for the following purposes: identification and verification; background screening; benefit processing, and tax reporting. Social security numbers may also be used as a unique numeric identifier and may be used for search purposes.

Applicant Name: Elizabeth Lynne Ladner



TOWN OF OCEAN RIDGE GENERAL EMPLOYMENT APPLICATION FOR ALL POSITIONS

Applicants for Police positions will be required to complete a supplement to this application if selected to move forward in the hiring process after the initial interview.

If you have any questions, feel free to ask anyone in the Town Hall at (561) 732-2635.

I certify that I have read the above notice; that I have had an opportunity to ask questions about it; that I fully understand this notice and have received a copy.

Signature of Applicant

9/8/2002

Date signed

Applicant Name: Elizabeth Lynne Ladner

Fair Credit Reporting Act Background Check Disclosure

In connection with your employment application and for other employment purposes, the Town of Ocean Ridge (the “Town”) may seek background information about you from a consumer reporting agency. This information will be in the form of both consumer reports and investigative consumer reports.

These reports may be obtained at any time after the Town receives authorization from you, including any time during the period of your employment if the Town hires you.

Consumer reports include any written, oral, or other communication of information by a consumer reporting agency bearing on your credit standing, character, general reputation, and other personal characteristics that is expected to be used for employment purposes. Consumer reports may include credit reports, criminal records, and driving records, among other resources.

Investigative consumer reports include similar information as consumer reports, which are obtained through personal interviews with those who are acquainted with you or who may have knowledge of any relevant information about you.

FDLE, or another consumer reporting agency, will obtain the reports for the Town.

You have the right to request information from the Town about the nature and scope of any investigative consumer report on you that is requested by the Town. The request must be made in writing and within a reasonable period of time after you have received this disclosure.

A summary of your rights under the federal **Fair Credit Reporting Act (FCRA)** is being provided to you with this disclosure.

Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected,

usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- The following FCRA right applies with respect to nationwide consumer reporting agencies:

CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer’s credit file. Upon seeing a fraud alert display on a consumer’s credit file, a business is required to take steps to verify the consumer’s identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
<p>1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates</p> <p>b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:</p>	<p>a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552</p> <p>b. Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357</p>
<p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks</p> <p>b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act.</p> <p>c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations</p> <p>d. Federal Credit Unions</p>	<p>a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050</p> <p>b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480</p> <p>c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106</p> <p>d. National Credit Union Administration Office of Consumer Financial Protection (OCFP) Division of Consumer Compliance Policy and Outreach 1775 Duke Street Alexandria, VA 22314</p>
<p>3. Air carriers</p>	<p>Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590</p>
<p>4. Creditors Subject to the Surface Transportation Board</p>	<p>Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423</p>
<p>5. Creditors Subject to the Packers and Stockyards Act, 1921</p>	<p>Nearest Packers and Stockyards Administration area supervisor</p>
<p>6. Small Business Investment Companies</p>	<p>Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., Suite 8200 Washington, DC 20416</p>
<p>7. Brokers and Dealers</p>	<p>Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549</p>
<p>8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations</p>	<p>Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090</p>
<p>9. Retailers, Finance Companies, and All Other Creditors Not Listed Above</p>	<p>Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357</p>

August 15, 2022

Larry Tibbs
16789 E. Cheltenham Drive
Loxahatchee, FL 33470
561-309-1307
let5159@yahoo.com

Town of Ocean Ridge

I am replying in reference to the advertisement for the Town Manager/Finance Director position. I am a retired Air Force Officer as well as having extensive experience in local government in South Florida. I had the opportunity to work for municipalities, two special districts and with Palm Beach County so I very familiar with local government operations within Florida. This includes employment in areas impacted by environmental, economic, development, and financial issues being faced today. I am well experienced in all areas of city management. I have both Bachelor's and Master's degrees in Business Administration.

From my experience, a Town Manager has to be visible and involved in the community to be effective especially in smaller communities like in Ocean Ridge where the community can be active and involved. This includes really listening to those in the community on the matters that are impacting the community and ensuring they know they are heard. Success is based on consensus not one side winning. Likewise, Town Hall should be a place that residents view as open to come and discuss any issues that arise that enhance the sense of community pride. Although growth and development are going to happen, it should be smart and planned growth that enhance the culture of the Town.

As I have read, some of the Town's biggest challenges are the discussion concerning septic to sewer conversions and the need for infrastructure improvements related to flooding. The City of Moore Haven is nearing the final stages of septic to sewer conversions. This project is extremely important since the City's southern limits is the Caloosahatchee River and the City itself sits at the junction of Lake Okeechobee and the Caloosahatchee with the river running to the Gulf (City Hall is approximately 50 feet from the river). Water quality of the Lake and the Caloosahatchee has been and is still an ongoing issue receiving oversight by both State and Federal agencies. The City is also experiencing seepage issues from the Caloosahatchee into the downtown area.

Making the septic to sewer project more difficult, while there is current economic development the past predominantly agricultural industry base has kept the City's 1,800+ residents at lower income levels. Several grants were needed to fund this project for construction and to assist residents with connection charges. Recently, the City was awarded another \$1.9 million grant from the State of Florida Department of Economic Opportunity for road and drainage improvements in the downtown area along with \$935 thousand from the State Legislature for additional drainage improvements. This funding

will provide drainage improvements throughout the downtown area to improve discharges to the Caloosahatchee and in turn water quality and address seepage issues.

A coastal community in Martin County was recently awarded a \$3.4 million grant from the Resilient Florida Program for septic to sewer conversions and to address flooding issues. In addition, the Resilient Florida Program is currently awarding planning grants for Vulnerability Assessments (VA) to show what stormwater, drainage and flooding improvements are needed in the Town to address those issues. A complaint VA must be on file with the State to remain eligible for future funding.

While with the City of Belle Glade, I was the City's in-house project manager due to not having a full-time engineer on staff in addition to being responsible for grant administration and reporting. Some of the grants received during this time:

(1) FDOT over \$8M in grants for road resurfacing; (2) FDEP over \$3.5M in grants for drainage improvements and road reconstruction; (3) Funding assistance from the Florida Inland Navigational District for the \$2.6M in sewer, water, and electrical upgrades at the Torry Island Campground and replacement of a seawall; and (4) \$5.5M from FDOT Aviation for a new runway and lift station at the Belle Glade State Municipal Airport with another \$7.5M funded for a new taxiway, T-hangars, and self-service fueling.

My experience has afforded broad exposure to: budget development and execution; financial and grant reporting/administration; planning and zoning; building and permits; code enforcement and liens (both appointed code enforcement boards and special magistrate); public works (short and long term capital improvement planning); public safety (both in-house and contracted services for fire and police); transportation, contracts/purchasing; and human resources/risk management including self-insured programs. I am comfortable working with many contracted functions like at Sewall's Point as well as with full-service operations.

As the first and only Director of Administration and Finance for Palm Tran Inc., a unique 501c(3) department formed for Palm Beach County Transit, I was responsible for the transition of the 500-person agency into a county department from a long-term contract operation. This included full integration into all county operations including purchasing requirements and the county's self-insured programs. This also included successfully transitioning oversight of labor agreements from the NLRB to PERC to reflect the new governmental status. Also, during this timeframe, completed the construction of both a new main facility in West Palm Beach (\$8M) and a new South County location (\$6M) with grants from the FTA.


With Lehigh Acres Fire Control and Rescue District Administration, through a successful voter referendum, the District completed the full transfer from an ad valorem tax base to a 100 percent Non-Ad Valorem Assessment base to add financial stability and equalize charges to service levels upon successful passage of a voter referendum. This was a first for an Independent Fire District in Florida. The District was awarded two Staffing for Adequate Emergency Response (SAFER) grants from FEMA for over \$17M during **this**

period. One of the variations of the Non-Ad Valorem Assessment for fire could be a consideration for Ocean Ridge even though the Town contracts for the service.

While in the Air Force and Military Airlift Command (the airline side of the Air Force and a large enterprise fund), I was responsible for administration, staffing, budget, accounting, and financial reporting for a large installation, Charleston AFB, SC, moving people and equipment worldwide. Later serving at the Headquarters (corporate level) I was responsible for administration, management, and reporting for 14 major locations and over 2,100 people in the network. I completed almost 23 years in the Air Force - 10 years enlisted service and 13 years as an officer, so I fully understand the prospective and relate to everyone in the organization.

Experience includes extensive exposure to grants: accounting, reporting, administration; budget development, and compliance audits by granting agencies. I am fully trained in FEMA emergency programs and have current NIMS certifications with direct experience with Hurricanes Frances, Jeanne, Wilma, Matthew, and Irma along with several other tropical storms and now COVID-19 and the ARPA. Grant funding agencies include: FDOT, FDEP, DEO, FIND, FEMA (natural disasters, COPS and SAFER), CDBG, NES and other HUD programs, and now ARPA.

Sincerely,



Larry Tibbs

LARRY TIBBS
16789 E. Cheltenham Dr
Loxahatchee, FL 33470
561-309-1307/let5159@yahoo.com

EDUCATION

M.A., Business Administration, Central Michigan University, Mt. Pleasant, MI
B.S., Business Administration (36 Hours in Accounting), Golden Gate University, San Fran., CA

EXPERIENCE

- 11/21-Present CITY OF MOORE HAVEN, FL City Manager \$11 Million, 21 Employees**
Provide all governmental services including water, sewer, electric, and sanitation services.
- 11/16- 11/21 CITY OF BELLE GLADE, FL, \$28.5 Million, 25 Employees**
Director of Finance, Purchasing, Information Technology and Administration
Supervise Finance, Purchasing, Information Technology, Belle Glade State Municipal Airport, Belle Glade Municipal Golf Course, and the Torry Island Campground. (25 employees)
- 6/13- 11/16 LEHIGH ACRES FIRE CONTROL/RESCUE DISTRICT (Special District), FL**
Administration/Finance \$16 Million, No Direct Employees
One-person financial and administration position providing full financial, customer service, billing, accounting, budget, purchasing, grant administration/reporting, and IT/District clerk support through audited financial statements for \$16M annual operation.
- 2005- 2012 CITY OF GREENACRES, FL (10/10-12/11) and LAUDERDALE LAKES, FL (8/05-9/10)**
Director of Finance, Purchasing, Customer Service and Information Technology
\$37 Million, 10 Employees \$45 Million, 12 Employees
>Supervised the Finance, Budget, Purchasing, and IT/MIS activities.
>Provided full financial/customer services through audited financial statements and internal audit.
>Developed annual operating/capital budgets and five-year capital improvement program (CIP).
>Provided investment/cash/debt management and grant administration/reporting. (15 employees)
- 5/2003-5/2005 CITY OF PALM BAY, Palm Bay, FL \$150 Million, 1 Employee**
Budget Director
>Developed, executed, and reported for City's annual \$150 million operating and capital budget, and developed five-year annual capital improvement program of \$500 million.
>Assisted major utility expansion including water and wastewater plants and infrastructure analysis for this fast growing city and grant administration/reporting
- 5/2000- 5/2003 SEACOAST UTILITY AUTHORITY (Special District), PBG, FL \$65 Million, 5 Employees**
Director of Administration/Finance, Purchasing, MIS, Customer Service and Internal Audit
>Supervised the Administration/Finance, Budget, Purchasing, and IT/MIS activities.
>Provided full financial/customer services through audited financial statements and internal audit.
>Developed annual operating/capital budgets and five-year capital improvement program (CIP).
- 4/1997-5/2000 PALM TRAN Inc. (Transit Department) - PBC, WPB, FL \$160 Million, 22 Employees**
Director of Administration - Finance, Contracts, and Human Resources/Risk Mgt.
>Supervised and directed contracts, purchasing, internal audit, general accounting, human resources, management information services, payroll, budget, risk management, grant accounting and reporting activities for the agency and 500 employees. (45 employees)
- 1995-1997 CITY OF DELRAY BEACH, Delray Beach, FL (Relocated to Florida)**

Senior Accountant

MILITARY SERVICE – US AIR FORCE (E1 to Major)

DEFENSE ACCOUNTING OFFICE, Defense Finance and Accounting Service (DFAS), HQ Air Combat Command, Langley AFB, VA

Deputy Director (Major)

Led efforts within the 30 major Air Combat Command installations and Headquarters to transition and transfer all accounting and financial reporting to the new Defense Finance and Accounting Service structure.

DIRECTORATE OF ACCOUNTING AND FINANCE, HQ Military Airlift Command, Scott AFB, Illinois- Airlift Operations (Enterprise Fund)

Chief, Management Accounting and Reporting Division (Captain)

- > Directed field accounting, internal audit, and budget operations at 14 major Air Force installations employing over 2,100 people with annual operating funds of \$8 billion.
- > Directed headquarters (corporate) accounting staff, consolidated financial reporting for the command, prepared and reviewed budget plans supporting over 175,000 people with operations worldwide.

OFFICE OF INSPECTOR GENERAL, HQ Military Airlift Command, Scott AFB, Illinois

Chief, Financial Inspection and Quality Improvement (Captain)

- > Conducted financial inspections and operational readiness inspections to assess the effectiveness of financial management for resources in excess of \$8 billion.
- > Implemented total quality management programs for finance offices at 14 major installations. Evaluated and audited for compliance with accounting principles, standards and public law and assigned evaluations/ratings.

ACCOUNTING AND FINANCE OFFICE, Charleston, AFB, SC and Lajes Field, Azores, Portugal

Chief, Accounting and Finance (Lieutenant)

- > Supervised an office of 100 military and civilian employees accounting for \$500 million annually and providing full finance, budget, payroll, and accounting services.
- > Directed accounting, financial reporting, internal audit, contracting and related customer service (payroll and travel) for the installation and three offsite locations.

USAF Technical Training Center, Sheppard AFB, TX

Instructor, Accounting & Finance Officer Course

Ten years enlisted service in Administration and Finance in the Air Force

Eastern Airlines, Miami, Florida (1987)

Financial Analyst

- > Selected for one-year exchange program between Eastern Airlines and the Air Force as a financial analyst at the corporate headquarters.
- > Completed numerous projects for rates and profit and loss analysis and assisted with cost out of the system in conjunction with the buyout of Eastern Airlines by Texas Air.



TOWN OF OCEAN RIDGE GENERAL EMPLOYMENT APPLICATION FOR ALL POSITIONS
FOR TOWN OF OCEAN RIDGE USE ONLY:

Town of Ocean Ridge Employment Application	Date Received:	Human Resources Department 6450 N Ocean Blvd Ocean Ridge, FL 33435
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In accordance with the provisions of the Americans with Disabilities Act (ADA),
this document may be requested in an alternate format.

INSTRUCTIONS: Only the applicant can complete and sign this form. This Application will remain active for ninety (90) days. Please answer all questions. **Incomplete applications will not be reviewed.** If you need additional space, use a separate sheet of paper. You may add a resume or attach copies of documents to clarify your background, but resumes will not be accepted in lieu of a fully completed application.

POSITION APPLYING FOR: TOWN MANAGER / FINANCE DIRECTOR

Applicant Name: LARRY TIBBS

Current Address: 16789 E. CHELTENHAM DR

City: LOXAHATCHIE State: FL Zip: 33470

Telephone Number: Home: Office: Cell: 561-309-1307

Available Start Date: ON NOTICE Desired Salary: NEGOTIABLE, \$125-135

How did you learn about the job opening? TOWN'S WEBSITE

Are you available to work any shift? YES Weekends? Holidays? Evenings?

Many full time Town Employees are required to report for work during natural disasters and emergencies such as hurricanes, etc. Are you able to meet this requirement? ☒ Yes ☐ No

Are you able to perform the essential job functions of the position for which you are applying with or without reasonable accommodations? (The job description is available for review upon request)
☒ Yes ☐ No

If hired, can you provide proof of your identity and eligibility to work in the United States? ☒ Yes ☐ No
(Proof of work eligibility and identity are required and processed through Form I-9 and E-Verify)

Are you related to anyone presently employed by the Town of Ocean Ridge? ☐ Yes ☒ No
If yes, Name: _____
Relationship: _____

Have you previously applied for employment at the Town? ☐ Yes ☒ No NOT AWARE OF ANY APPLICATION -- DO NOT REMEMBER ANY

Applicant Name: LARRY TIBBS



TOWN OF OCEAN RIDGE GENERAL EMPLOYMENT APPLICATION FOR ALL POSITIONS

If "yes", when and for which position? _____

Have you ever been employed by the Town of Ocean Ridge? ☐ Yes ☒ No

If yes, complete the following:

Dates previously employed: from _____ to _____

Position held: _____

Reason for leaving: _____

EDUCATION

From Secondary School (High School) and beyond, list the schools you have attended, the dates you attended, and whether or not you graduated or received a degree:

Name and Address of School	Course of Study	Number of Years Completed	Degree Earned
COLEMAN HIGH SCHOOL CINCINNATI, OH	GEN ED	4	DIPLOMA
GOLDEN GATE UNIV SAN FRANCISCO	BUS. ADMIN	4	BACHELOR'S DEGREE
CENTRAL MICH UNIV MT PLEASANT, MI	BUS ADMIN	2	MASTERS DEGREE

List any licenses or certifications you have that relate to the position for which you are applying:

Have any of your licenses or certifications ever been suspended, revoked, relinquished or subjected to discipline or investigation by your former employer or the issuing agency or organization?

☐ Yes ☒ No

If yes, explain in detail:

List any job-related professional, technical, or trade associations or organizations in which you are a member.

FGFOA, GFOA

CRIMINAL HISTORY RECORDS

Applicant Name: LARRY TIBBS



TOWN OF OCEAN RIDGE GENERAL EMPLOYMENT APPLICATION FOR ALL POSITIONS

NOTE: A criminal history records check and driving record check will be conducted if you receive a conditional offer of employment. Information concerning arrests and convictions may not necessarily disqualify an applicant as the nature of the offense, date and the position for which you are applying will also be considered; however, any applicant who falsifies the application by failing to provide required information will not be hired or, if employed, be subject to dismissal.

Have you ever been convicted of, pled guilty or no contest (*nolo contendere*), or had adjudication withheld to a criminal offense?

☐ Yes ☒ No

*"Criminal offense" means a criminal law violation for which one of the possible punishments includes imprisonment (in jail or penitentiary), regardless of whether any time is actually served, or being placed on probation.

If yes, explain in detail including fines, convictions, probation, deferred prosecution, jail or prison sentences—including those that occurred while in the military. Also include traffic violations which resulted in fines of more than \$100:

Date	Offense/Charge	Name/Location of Court	Disposition / Sentence

If the position for which you are applying requires driving as a job duty, do you have a current Florida Driver's License? ☒ Yes ☐ No

Expiration Date: 8/19/2029

Have your driver's license privileges ever been suspended or revoked?

☐ Yes ☒ No

If yes, explain in detail:

EMPLOYMENT HISTORY

List below, with the most recent dates first, EACH AND EVERY PLACE in which you were employed for the past ten (10) years. OMIT NONE. Give correct, full addresses. If employment was interrupted by

Applicant Name: LARRY TIBBS



TOWN OF OCEAN RIDGE GENERAL EMPLOYMENT APPLICATION FOR ALL POSITIONS

military service or unemployment, list those periods in chronological order with other employment history. Include part-time employment. Attach additional sheets if necessary.

INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED

Do you have any objection to us contacting your present employer? ☒ Yes ☐ No

If yes, reason: CONTACT ONLY IF UNDER SERIOUS CONSIDERATION

Employer: CITY OF MOORE HAVEN
Phone: 863-946-0711
Address: 299 RIVERSIDE DR, MOORE HAVEN, FL 33471
Starting Date: 11/21 Ending Date: PRESENT Starting Salary: Ending Salary: 90,000
Name/Title of your supervisor: CITY COUNCIL
Your Job Title: CITY MANAGER / FINANCE DIRECTOR
Your duties and responsibilities: DIRECT GENERAL GOVERNMENT OPERATIONS - CITY PROVIDES ELECTRIC, WATER & SEWER, AND SANITATION SERVICES IN HOUSE
Reason for Leaving: DISTANCE

Employer: CITY OF BELLE GLADE
Phone: 561-449-1011
Address: 110 DR MLK JR BLVD W, BELLE GLADE, FL 33430
Starting Date: 11/16 Ending Date: 11/21 Starting Salary: 92,000 Ending Salary: 112,500
Name/Title of your supervisor: CITY MANAGER - LOMAX HARRELLE
Your Job Title: FINANCE DIRECTOR
Your duties and responsibilities: SUPERVISED FINANCE, PURCHASING, IT, TORRY ISLAND CAMPGROUND, BELLE GLADE STATE MUNICIPAL AIRPORT, AND
Reason for Leaving: CHANGE IN ADMINISTRATION GOLF COURSE

Employer: LEHIGH ACRES FIRE CONTROL AND RESCUE DISTRICT (SPECIAL DISTRICT)
Phone: 239-303-5300
Address: 636 THOMAS STERWIN AVE, LEHIGH ACRES, FL
Starting Date: 6/13 Ending Date: 11/16 Starting Salary: 85,000 Ending Salary: 100,000
Name/Title of your supervisor: FIRE CHIEF
Your Job Title: ADMINISTRATION / FINANCE
Your duties and responsibilities: PROVIDED FULL FINANCIAL SUPPORT FOR THE DISTRICT THROUGH AUDITED FINANCIAL STATEMENTS
Reason for Leaving: END OF FIRE SPECIAL ASSESSMENT FEE PROJECT

(CONTINUED)

Have you ever been dismissed or asked to resign from any employment or position you have held?

☐ Yes ☐ No If yes, explain in detail:

Applicant Name: LARRY TIBBS



TOWN OF OCEAN RIDGE GENERAL EMPLOYMENT APPLICATION FOR ALL POSITIONS

military service or unemployment, list those periods in chronological order with other employment history. Include part-time employment. Attach additional sheets if necessary.

INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED

(CONTINUED)

Do you have any objection to us contacting your present employer? ☐ Yes ☐ No

If yes, reason: _____

~~Employer: _____
Phone: _____
Address: _____
Starting Date: _____ Ending Date: _____ Starting Salary: _____ Ending Salary: _____
Name/Title of your supervisor: _____
Your Job Title: _____
Your duties and responsibilities: _____
Reason for Leaving: _____~~

Employer: COMPREHENSIVE ALCOHOL REHAB PROGRAM (CARP, INC)
Phone: FACILITY CLOSED
Address: WPB, FL
Starting Date: 1/12 Ending Date: 6/13 Starting Salary: _____ Ending Salary: 65,000
Name/Title of your supervisor: EXEC DIRECTOR
Your Job Title: DIRECTOR FINANCIAL OPERATIONS
Your duties and responsibilities: _____
A NEW GROUP IS USING THE CARP INC NAME AND HAS A NEW FACILITY.
Reason for Leaving: FACILITY CLOSED IN 2013 DUE TO MIS-MANAGEMENT.

Employer: CITY OF GREENACRES
Phone: 561-642-2017
Address: 5800, MELALEUCA LN, GREENACRES, FL 33463
Starting Date: 10/10 Ending Date: 12/11 Starting Salary: 105,000 Ending Salary: 105,000
Name/Title of your supervisor: CITY MANAGER
Your Job Title: DIRECTOR OF FINANCE
Your duties and responsibilities: SUPERVISED FINANCE, PURCHASING,
AND IT
Reason for Leaving: FAMILY MEDICAL ISSUES - TOOK JOB WITH A NON-PROFIT

Have you ever been dismissed or asked to resign from any employment or position you have held?

☐ Yes ☒ No If yes, explain in detail:

LAUDERDALE LAKES - RESIGNED IN GOOD STANDING HOWEVER
IT WAS CHANGED LATER. CAN PROVIDE RESIGNATION LETTER
AND HAVE PROVIDED A REFERENCE TO VERIFY THIS.

Applicant Name: LARRY TIBBS



TOWN OF OCEAN RIDGE GENERAL EMPLOYMENT APPLICATION FOR ALL POSITIONS

Have you ever had any disciplinary action taken against you during any prior employment or position you have held?

☐ Yes ☒ No If yes, explain in detail:

PERSONAL REFERENCES

Give three (3) references (not relatives, former or present employers, fellow current or prior co-workers, or school teachers) who have known you well for the past (5) years. Relatives are defined as your domestic partner, mother, father, sister, brother, son, daughter, spouse, mother-in-law, or father-in-law. If reference is retired, give former occupation and note retired status. Attach additional sheets if necessary.

ATTACHED SHEET

1. Name: _____
Physical Address: _____
City, State, Zip: _____
Telephone Number: Home: _____ Cell: _____
Email Address: _____ Years Known: _____
Occupation: _____

2. Name: _____
Physical Address: _____
City, State, Zip: _____
Telephone Number: Home: _____ Cell: _____
Email Address: _____ Years Known: _____
Occupation: _____

3. Name: _____
Physical Address: _____
City, State, Zip: _____
Telephone Number: Home: _____ Cell: _____
Email Address: _____ Years Known: _____
Occupation: _____

MILITARY SERVICE

Have you ever served in the U.S. Military? ☒ Yes ☐ No

If yes, branch: US AIR FORCE Dates of Active Duty: From 12/29/70 to 9/30/93

Service / Serial Number: _____

Highest Rank Achieved: MAJOR (O-4)

Occupational Specialty: FINANCE

Type of Discharge: HONORABLE - RETIRED

1. Are you now or have you ever been a member of a reserve unit of the National Guard?

Applicant Name: LARRY TIBBS

REFERENCES

Phil Alleyne
City Manager
City of Lauderdale Lakes, FL
305-409-7963

Jonathan Pearce
City Council (Former)
City of Greenacres, Florida
561-670-4181

Lomax Harrelle
City Manager (Retired)
City of Belle Glade
561-449-1011

Hazel Carson
City Clerk (Retired)
City of West Palm Beach, FL
561-329-7573

Glen Torcivia
Torcivia, Donlon, Goddeau & Rubin, P.A.
561-686-8700



TOWN OF OCEAN RIDGE GENERAL EMPLOYMENT APPLICATION FOR ALL POSITIONS

☐ Yes ☒ No

If yes, state the branch of service, name and location of your unit and whether you attend drills, meetings, or camps: _____

2. Were you ever disciplined during your military service? ☐ Yes ☒ No

If yes, provide date, place, nature of offense and action taken: _____

3. Have you ever served in the Armed Forces of a foreign country? ☐ Yes ☒ No

If yes, provide countries and dates of service: _____

VETERANS' PREFERENCE

Completion of the Veterans' Preference is voluntary and, if completed, information made confidential by the ADA or other applicable laws will be redacted prior to public disclosure in accordance with Florida's public records laws.

Are you claiming a Veterans' Preference pursuant to Chapter 295, Florida Statutes? Yes ☒ No ☐

(Veteran's Preference is not available for the following positions: temporary positions without benefits; or, positions requiring Florida Bar membership).

IF YOU ANSWERED "NO"—STOP HERE.

If you answered "YES", please answer the following questions to identify the basis for your Veterans' Preference claim:

- a. Are you a disabled veteran who has served on active duty in any branch of the U.S. Armed Forces, received an honorable discharge, and established the present existence of a service-connected disability that is compensable under public laws administered by the U.S. Dept. of Veterans Affairs? Yes ☐ No ☒
- b. Are you a disabled veteran who is receiving compensation, disability, retirement benefits, or pension pursuant to public laws administered by the U.S. Dept. of Veterans Affairs and the Dept. of Defense? Yes ☐ No ☒
- c. Are you a wartime veteran as defined in Fla. Stat. §1.01(14) who served at least one (1) day during a wartime period (active duty training does not qualify under this provision)? Yes ☒ No ☐
- d. Are you the unremarried widow or widower of a veteran who died of a service connected disability? Yes ☐ No ☒
- e. Are you the mother, father, legal guardian, or unremarried widow or widower of a member of the U.S. Armed Forces who died in the line of duty under combat-related conditions, as verified by the U.S. Dept. of Defense? Yes ☐ No ☒

Applicant Name: LARRY TIABBS



TOWN OF OCEAN RIDGE GENERAL EMPLOYMENT APPLICATION FOR ALL POSITIONS

- f. Are you the spouse of a person who has a total disability, permanent in nature, resulting from a service-connected disability and who, because of this disability, cannot qualify for employment, and the spouse of a person missing in action, captured in line of duty by a hostile force, or forcibly detained or interned in line of duty by a foreign government or power? Yes ☐ No ☒
- g. Are you a veteran as defined in Fla. Stat. § 1.01(14) (active duty training does not qualify under this provision)? Yes ☐ No ☒
- h. Are you a current member of any reserve component of the U.S. Armed Forces or the Florida National Guard?
Yes ☐ No ☒

IF YOU ARE CLAIMING A VETERAN'S PREFERENCE, YOU MUST PROVIDE DOCUMENTATION AT THE SAME TIME YOU SUBMIT THE APPLICATION AND NO LATER THAN THE CLOSING DATE FOR APPLICATIONS. DOCUMENTATION INCLUDES:

(a) Veterans, disabled veterans, and spouses of disabled veterans must submit a Department of Defense document, commonly known as form DD-214 or military discharge papers, or equivalent certification from the DVA, listing military status, dates of service and discharge type.

(b) Disabled veterans shall also submit a document from the Department of Defense, the DVA, or the Department certifying that the veteran has a service-connected disability.

(c) Spouses of disabled veterans shall also submit either a certification from the Department of Defense or the VA that the veteran is totally and permanently disabled or an identification card issued by the Department; spouses shall also submit evidence of marriage to the veteran and a statement that the spouse is still married to the veteran at the time of the application for employment; the spouse shall also submit proof that the disabled veteran cannot qualify for employment because of the service-connected disability.

(d) Spouses of persons on active duty shall furnish a document from the Department of Defense or the DVA certifying that the person on active duty is listed as missing in action, captured in line of duty, or forcibly detained or interned in line of duty by a foreign government or power; such spouses shall also furnish evidence of marriage and a statement that the spouse is married to the person on active duty at the time of that application for employment.

(e) The mother, father, legal guardian, or unremarried widow or widower of a deceased Veteran shall furnish a document from the Department of Defense showing the death of the service member while on duty status under combat-related conditions or the DVA certifying the service-connected death of the Veteran. The mother, father, or legal guardian shall provide evidence of familial relationship, such as a birth certificate.

(f) The unremarried widow or widower of a deceased veteran shall furnish a document from the Department of Defense or the DVA certifying the service-connected death of the veteran, and shall further furnish evidence of marriage such as a marriage certificate. This evidence may be proved by providing a completed Certification of Unremarried Widow or Widower, FDVA form VP-3, incorporated by reference and found at <http://www.flrules.org/Gateway/reference.asp?No=Ref-06985> or document or form that similarly provides evidence regarding such the status.

(g) The current service member of any active component of the United States Armed Forces who is expected to be discharged or released from active duty service under honorable conditions no later than 120 days after the date that a Statement of Service certification or letter is prepared by the armed forces, shall be treated as a Preference-Eligible applicant. These documents may be provided in lieu of a DD-214 or other documentation which may not be available until active service has ended.

Applicant Name: LARRY TIBBS

CERTIFICATE OF RELEASE OR DISCHARGE FROM ACTIVE DUTY

1. NAME (Last, First, Middle) TIBBS LARRY EUGENE		2. DEPARTMENT, COMPONENT AND BRANCH AIR FORCE -- REG AF		3. SOCIAL SECURITY NO. [REDACTED] 8910	
4.a. GRADE, RATE OR RANK MAJOR	4.b. PAY GRADE O-4	5. DATE OF BIRTH (YYMMDD)		6. RESERVE OBLIG. TERM. DATE Year NA Month Day	
7.a. PLACE OF ENTRY INTO ACTIVE DUTY LACKLAND AFB, TX		7.b. HOME OF RECORD AT TIME OF ENTRY (City and state, or complete address if known) SACRAMENTO, CA			
8.a. LAST DUTY ASSIGNMENT AND MAJOR COMMAND AFELM DFAS (AFELM)		8.b. STATION WHERE SEPARATED LANGLEY AFB, VA			
9. COMMAND TO WHICH TRANSFERRED NOT APPLICABLE				10. SGLI COVERAGE <input type="checkbox"/> None Amount: \$200	
11. PRIMARY SPECIALTY (List number, title and years and months in specialty. List additional specialty numbers and titles involving periods of one or more years.) T6725, TECHNICAL INSTRUCTOR, ACCOUNTING & FINANCE OFFICER, 2 YRS. 6716, ACCOUNTING & FINANCE STAFF OFFICER, 22 YRS, 9 MOS.		12. RECORD OF SERVICE		Year(s)	Month(s)
		a. Date Entered AD This Period		1970	DEC
		b. Separation Date This Period		1993	SEP
		c. Net Active Service This Period		22	09
		d. Total Prior Active Service		09	10
		e. Total Prior Inactive Service		00	00
		f. Foreign Service		03	07
		g. Sea Service		00	00
h. Effective Date of Pay Grade		1993	FEB		
13. DECORATIONS, MEDALS, BADGES, CITATIONS AND CAMPAIGN RIBBONS AWARDED OR AUTHORIZED (All periods of service) MERITORIOUS SERVICE MEDAL WITH 2 OAK LEAF CLUSTERS, AF COMMENDATION MEDAL WITH 3 OAK LEAF CLUSTERS, AF ACHIEVEMENT MEDAL, AF OUTSTANDING UNIT AWARD WITH VALOR DEVICE WITH 2 OAK LEAF CLUSTERS, AF ORGANIZATIONAL (SEE RMKS)					
14. MILITARY EDUCATION (Course title, number of weeks, and month and year completed) SQUADRON OFFICER SCHOOL, 11 WEEKS, 1984.					
15.a. MEMBER CONTRIBUTED TO POST-VIETNAM ERA VETERANS' EDUCATIONAL ASSISTANCE PROGRAM		Yes	No	15.b. HIGH SCHOOL GRADUATE OR EQUIVALENT	
			X	Yes No	
			X	16. DAYS ACCRUED LEAVE PAID 60	
17. MEMBER WAS PROVIDED COMPLETE DENTAL EXAMINATION AND ALL APPROPRIATE DENTAL SERVICES AND TREATMENT WITHIN 90 DAYS PRIOR TO SEPARATION <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
18. REMARKS ITEM 13: EXCELLENCE AWARD WITH 2 OAK LEAF CLUSTERS, AF GOOD CONDUCT MEDAL WITH 2 OAK LEAF CLUSTERS, NATIONAL DEFENSE SERVICE MEDAL WITH 1 BRONZE SERVICE STAR, VIETNAM SERVICE MEDAL WITH 1 BRONZE SERVICE STAR, AF OVERSEAS SHORT TOUR RIBBON WITH 1 OAK LEAF CLUSTER, AF OVERSEAS LONG TOUR RIBBON, AF LONGEVITY SERVICE AWARD RIBBON WITH 4 OAK LEAF CLUSTERS, NCO PROFESSIONAL MILITARY EDUCATION GRADUATE RIBBON, AF TRAINING RIBBON WITH 1 OAK LEAF CLUSTER, REPUBLIC OF VIETNAM GALLANTRY CROSS WITH DEVICE, REPUBLIC OF VIETNAM CAMPAIGN MEDAL. SUBJECT TO RECALL TO ACTIVE DUTY BY THE SECRETARY OF THE AIR FORCE. -----NOTHING FOLLOWS-----					
19.a. MAILING ADDRESS AFTER SEPARATION (Include Zip Code) 108 BARFLUER PLACE GRAFTON, VA 23692		19.b. NEAREST RELATIVE (Name and address - include Zip Code) TONYA TIBBS, 203 BLENHEIM COURT GOOSE CREEK, SC 29445			
20. MEMBER REQUESTS COPY 6 BE SENT TO VA DIR. OF VET AFFAIRS <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		21. SIGNATURE OF MEMBER BEING SEPARATED [Signature]			
		22. OFFICIAL AUTHORIZED TO SIGN (Typed name and signature) JAMES S. ONEILL, MSGT USAF CHIEF, RETIREMENTS SECTION			

SPECIAL ADDITIONAL INFORMATION (For use by authorized agencies only)		
23. TYPE OF SEPARATION RETIREMENT		24. CHARACTER OF SERVICE (Include upgrades) HONORABLE
25. SEPARATION AUTHORITY AFR 35-7	26. SEPARATION CODE RBD	27. REENTRY CODE N/A
28. NARRATIVE REASON FOR SEPARATION VOL - RETIREMENT FOR YEARS OF SERVICE ESTABLISHED BY LAW		
29. DATES OF TIME LOST DURING THIS PERIOD NONE		30. MEMBER REQUESTS COPY 4 [Signature] Initials



TOWN OF OCEAN RIDGE GENERAL EMPLOYMENT APPLICATION FOR ALL POSITIONS

(h) The current member of any reserve component of the United States Armed Forces may provide a signed memorandum stating he or she is serving honorably from his or her Commander or military human resource personnel, or a completed Certification of Current Member of Reserve Component of the United States Armed Forces or The Florida National Guard, FDVA form VP-2, incorporated by reference and found at <http://www.flrules.org/Gateway/reference.asp?No=Ref-06984>, signed by an immediate military supervisor. Full-Time duties and operational support assignments in the Reserve Component and the Florida National Guard, for all purposes other than receiving training, are Preference-Eligible for recruitment, hiring, retention, and promotional preferences.

*If incomplete information is submitted, we will contact you in writing and provide you the opportunity to complete the submission within five (5) business days.

If you are veterans' preference eligible and a non-preference eligible applicant is hired, you have the right to request an investigation by the Department of Veteran's Affairs by submitting such request to the Florida Department of Veterans' Affairs, Veterans' Preference Coordinator, 11351 Ulmerton Road, Suite 311, Largo, FL 33778. When you have received notice of a hiring decision from us, you must file the complaint within 60 calendar days from the date you receive such notice. If you have not received notice of a hiring decision within forty-five (45) days of the date we received your application or your interview date (whichever is later), you must contact us to determine if the position has been filled by a non-preferred applicant. If we do not respond, you have 60 calendar days from the date you contacted us to file the complaint. It is your responsibility to maintain contact with us to determine if the position has been filled.

CERTIFICATION /AUTHORIZATION

READ CAREFULLY AND SIGN BELOW

I certify that there are no misrepresentations, omissions, or falsifications in the statements and answers on this application, and that all foregoing entries are true, complete, and correct to the best of my knowledge and belief.

I hereby authorize the Town of Ocean Ridge to verify all information contained herein and I release all past employers and all references from any and all liability for the release of information to the Town of Ocean Ridge.

I understand that all job offers from the Town of Ocean Ridge for positions classified as mandatory-testing or special-risk as referenced in Florida Statute Section 440.102 are conditioned upon successful completion of a health questionnaire and medical examination which includes a drug screen by a Town-appointed physician to determine my ability to perform the essential functions of the job offered. Such exam shall include alcohol/drug testing for which I give consent.

I further understand and agree in advance that I may be summarily discharged if any of the information provided by me during the hiring process contains any misrepresentations, falsifications, or if any material information has been omitted.

I understand that a condition of employment is that I am required to use direct deposit for my payroll.


Signature of Applicant

8/15/22
Date signed

Applicant Name: LARRY TIBBS



TOWN OF OCEAN RIDGE GENERAL EMPLOYMENT APPLICATION FOR ALL POSITIONS

NOTICE TO EMPLOYMENT APPLICANTS READ CAREFULLY AND SIGN BELOW

The Town of Ocean Ridge is an Equal Employment Opportunity Employer. The Town considers applicants for all positions without regard to race, color, national origin, sex, age, disability, marital status, religion, sexual orientation, gender identity or expression, genetic information and any other legally protected status. The Town is also a Drug-Free Workplace.

The selection of exceptional personnel is most important to us. Our product is service. To provide high quality services to Ocean Ridge residents the Town strives to competitively hire the person best qualified for each position.

We expect that you will take the time to complete all areas of the application form and sign it. Your application is a public record and can be viewed and/or copied upon request from any person. Individuals who are eligible for public record exemptions due to their current or former public employment must submit the PUBLIC RECORDS EXEMPTION REQUEST to the TOWN OF OCEAN RIDGE Form to the Town Clerk.

Selected candidates will be contacted for an interview. We are unable to give you an accurate time frame in which a decision will be made. If you do not receive a request to schedule an interview, you may assume that you were not selected to interview. Your application will be kept on active file for ninety (90) days. You may apply for another job vacancy posted during this period by notifying the Town Hall.

Offers of employment are contingent upon the selected applicant passing any testing deemed necessary by the Town.

The Town will also conduct the following checks on persons being hired:

- Driver's License check;
- Local, state, and national criminal history records check, which includes obtaining fingerprints;
- Drug testing for all mandatory-testing and all special risk applicants;
- Application information verification;
- Employment verification and reference check; and
- Physical examination.

The Town will also require new hires to complete or provide the following:

- Immigration & Naturalization Form I-9 which shall be submitted through E-Verify;
- Employee loyalty oath provided by Florida Statute Section 876.05; and
- Copies of any required licenses or certifications.

The Town of Ocean Ridge collects the social security number of employees and applicants for employment for the following purposes: identification and verification; background screening; benefit processing, and tax reporting. Social security numbers may also be used as a unique numeric identifier and may be used for search purposes.

Applicant Name: LARRY TIBBS



TOWN OF OCEAN RIDGE GENERAL EMPLOYMENT APPLICATION FOR ALL POSITIONS

Applicants for Police positions will be required to complete a supplement to this application if selected to move forward in the hiring process after the initial interview.

If you have any questions, feel free to ask anyone in the Town Hall at (561) 732-2635.

I certify that I have read the above notice; that I have had an opportunity to ask questions about it; that I fully understand this notice and have received a copy.



Signature of Applicant



Date signed

Applicant Name: LARRY TIBBS

Town Manager Candidate
Final Interview Ranking
and Deliberations

Item #5

Candidate Name	Ranking	Notes
Michelle Berger		
Lynne Ladner		
Larry Tibbs **		
** denotes Veterans Preference		

TOWN OF OCEAN RIDGE

TOWN MANAGER EMPLOYMENT AGREEMENT

THIS TOWN MANAGER EMPLOYMENT AGREEMENT ("Agreement") between [REDACTED] ("EMPLOYEE") and the TOWN OF OCEAN RIDGE, a Florida municipal corporation ("TOWN") is made this [REDACTED] day of [REDACTED], 2022.

WHEREAS, on October 19, 2022, the TOWN Commission held a public meeting to select a Town Manager; and

WHEREAS, the TOWN Commission, on behalf of the TOWN, desires to employ EMPLOYEE, as the Town Manager of the TOWN, pursuant to the terms, conditions, and provisions of this Agreement; and

WHEREAS, the EMPLOYEE has agreed to accept employment as the Town Manager, subject to the terms, conditions, and provisions of this Agreement; and,

WHEREAS, the TOWN and the EMPLOYEE have determined that entering this Agreement is in the best interests of the parties and serves a valid public purpose.

NOW, THEREFORE, for and in consideration of the mutual obligations set forth below, the sufficiency of which is hereby acknowledged, agree as follows:

I. EMPLOYMENT OF EMPLOYEE

Subject to the terms and conditions set forth in this Agreement, the TOWN hereby agrees to employ the EMPLOYEE as its full-time, exempt Town Manager and the EMPLOYEE hereby accepts such employment.

II. DUTIES AND RESPONSIBILITIES

The EMPLOYEE shall be responsible to the five-member TOWN Commission. The TOWN Commission does hereby employ EMPLOYEE as Town Manager to perform the Town Manager's duties in accordance with and pursuant to all applicable laws and authorities and each of the following duties to the full extent not prohibited by or in material conflict with any existing provisions of the Town's Charter or applicable laws and authorities:

- a. Employ, on behalf of the Town, all other employees of the Town, as defined in the Town's Charter.
- b. Direct, assign, reassign, and evaluate all of the employees of the Town.
- c. Develop and establish internal regulations, rules, and procedures which the Town Manager deems necessary for the efficient and effective operation of the Town.
- d. Perform the Town Manager's duties in accordance with the Town Charter, ordinances, Policies and Procedures of the TOWN and as provided by Florida Law, the Palm Beach County Code of Ethics, and as mutually agreed to by the EMPLOYEE and TOWN from time to time.

The EMPLOYEE shall devote whatever time is necessary to perform the duties of the position and the EMPLOYEE shall remain in the exclusive employment of the TOWN until termination or expiration of this Agreement. The TOWN's business and management affairs obligate EMPLOYEE to routinely work or represent the TOWN beyond regular or customary Town Hall business office hours or work days. EMPLOYEE shall receive no overtime pay for any such time or work. In consideration of this obligation and provided Town Manager's duties are performed in a timely manner as determined in the sole discretion of the TOWN, the EMPLOYEE's work day schedule may, from time to time, be flexible or other than usual Town Hall business office hours or work days.

III. EXCLUSIVE EMPLOYMENT

The EMPLOYEE shall not be employed by any other employer during the Term or any extension or modification of the Term of this Agreement.

The term "employed" as used in this section, shall not be construed to exclude, with prior TOWN Commission approval, occasional teaching, writing or consulting performed on the EMPLOYEE's time off not in excess of an average of eight (8) hours per week outside of regular office hours in a non-conflicting capacity and in accordance with the provisions of Florida Statutes relating to ethics and the Palm Beach County Code of Ethics.

The EMPLOYEE understands and agrees that should a TOWN emergency or urgent event arise, the TOWN work is EMPLOYEE's priority and EMPLOYEE is required to attend to TOWN matters to the disadvantage of any other business if necessary for the proper operation of the TOWN. EMPLOYEE shall devote his/her full time to act as the Town Manager and to carry out to the best of his/her abilities all the duties imposed upon EMPLOYEE by the Job Description, the Policies and Procedures, the direction of the TOWN Commission, applicable laws, and such other duties as the TOWN Commission may assign from time to time.

IV. TERM OF EMPLOYMENT

- A. The Term of this Agreement ("Term") and the EMPLOYEE's employment shall commence on [REDACTED], 2022, and shall remain in effect for an indefinite term in accordance with Section 4.02 of the TOWN Charter, unless earlier terminated as provided in Section VI herein below.
- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the TOWN to terminate the service of EMPLOYEE at any time, subject only to the provisions set forth in Section VI herein below.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the EMPLOYEE to resign at any time, subject only to the provisions set forth in Section VI herein below.

V. COMPENSATION

- A. Base Salary. TOWN agrees to pay EMPLOYEE for services rendered at the base annual salary of [\$125,000.00 to \$160,000.00]. The Base Salary shall be paid in installments at the same time as other employees of the TOWN are paid.
 - 1. *Pay Plan:* Should the TOWN adopt a pay plan in the future, only the terms and conditions of this Agreement shall govern the Base Salary of the Town Manager position.
 - 2. *Performance Evaluation:* The TOWN Commission and EMPLOYEE will work together to mutually agree upon such goals and performance objectives, generally as a result of the budget process, which they determine to be essential for the proper operation of the TOWN and progress towards attaining TOWN policy directives and shall further establish a relative priority among those various goals and objectives. All agreed-upon goals and objectives shall be realistic and have resources committed to be effectively implemented.

During the Term, the TOWN Commission will endeavor to evaluate EMPLOYEE's performance annually prior to EMPLOYEE's anniversary date. In such instance, the TOWN Commission and EMPLOYEE will agree upon an evaluation format in compliance with applicable Florida laws.

Depending on the results of the performance evaluation, the TOWN may, in its sole discretion, award a salary increase or a merit increase once approved by a majority of the TOWN Commission in accordance with Charter Section 4.02. If the TOWN Commission does not

complete a performance evaluation in any given year, any salary increase shall be approved by the majority of the TOWN Commission and set forth in the approved budget.

B. Benefits.

EMPLOYEE shall not be eligible for benefits unless specifically stated herein:

1. Vacation Leave: EMPLOYEE shall accrue and use Vacation Leave in the same manner and under the same provisions as other employees as set forth in the TOWN's policies, as amended from time to time.
2. Sick Leave: EMPLOYEE shall accrue and use Sick Leave in the same manner and under the same provisions as other employees as set forth in the TOWN's policies, as amended from time to time.
3. Insurance: The EMPLOYEE, his/her spouse and dependents, if any, shall be entitled to and enjoy inclusion in the TOWN's Health Insurance Program and other insurance benefit programs that may be offered in the same manner and under the same provisions and benefits as other TOWN employees, as the same exists or may be amended from time to time by the TOWN.
4. Retirement/Deferred Compensation (FRS): The EMPLOYEE shall be eligible to participate in the Florida Retirement System (FRS) currently available to TOWN employees or any successor plans. The EMPLOYEE shall be subject to the contribution and vesting schedule for Senior Management Service Class pursuant to FRS rules while in the position of Town Manager.
5. Fuel Allowance: In lieu of an official vehicle, TOWN shall provide EMPLOYEE access to the TOWN fuel pump in an amount not to exceed the amount set forth in the approved TOWN budget for the Town Manager's office fuel allowance. EMPLOYEE shall be responsible for any tax consequences relating to such fuel allowance. The TOWN shall reimburse EMPLOYEE at the IRS standard mileage rate for any business use of the personal vehicle beyond Palm Beach County. EMPLOYEE shall ensure that the personal vehicle used for TOWN business is properly insured for business use and provide documentation of same to the TOWN.
6. Dues and Subscriptions: The TOWN shall pay reasonable and appropriate professional dues and subscriptions on behalf of the EMPLOYEE for the purpose of allowing participation in direct job-related associations, subject to budget constraints and TOWN Commission approval.
7. Professional Development: The TOWN agrees to pay the reasonable and customary travel expenses (in accordance with applicable Florida Law and TOWN policies) for EMPLOYEE's travel to and attendance at professional association events as well as other reasonably necessary seminars, and conferences customary to EMPLOYEE's position and/or necessary to meet continuing education requirements, subject to budget constraints and TOWN Commission approval.
8. Per Diem, Mileage, and Subsistence Allowance. The EMPLOYEE shall be reimbursed for work-related travel outside Palm Beach County based on the categories and at the standard rates provided in Section 112.061, Florida Statutes, which reimbursement shall not be considered part of the EMPLOYEE's Compensation. The mileage rate for travel outside of Palm Beach County shall be at the then current rate set by the IRS. As an exempt employee, no additional compensation will be paid for time spent traveling on TOWN business other than EMPLOYEE's Base Salary then in effect. Said reimbursement shall be subject to TOWN Commission approval.
9. Business Expenses: The TOWN agrees to reimburse EMPLOYEE for all ordinary and necessary business-related expenses incurred by EMPLOYEE in the performance of his/her duties hereunder upon presentation to the Town Treasurer of duly executed expense or petty

cash vouchers, receipts, statements or personal affidavits. The TOWN also agrees to provide EMPLOYEE with the appropriate technology to perform his/her duties for both personal and professional use, including a laptop, tablet or equivalent device, and the use of a TOWN cell phone to perform the job and to maintain communication with elected officials, TOWN staff and the general public outside of normal business hours.

10. Additional Benefits: EMPLOYEE shall be entitled to the benefits and privileges provided under the TOWN's Personnel Rules and Regulations to other employees unless specifically modified by this Agreement. Any additional benefits which are provided to other TOWN non-bargaining employees now or in the future shall be provided to the EMPLOYEE. The TOWN may, at any time, provide other additional benefits solely to the EMPLOYEE, as it may deem desirable to do so.

11. Relocation Expenses: [Subject to Negotiation].

VI. TERMINATION/SEPARATION FROM EMPLOYMENT

A. Without Cause.

1. The TOWN may terminate the EMPLOYEE Without Cause immediately or at any time during the Term of the Agreement by majority vote of all the TOWN Commission in accordance with the provisions of Town Charter Section 4.02, as amended from time to time.
2. The TOWN's termination of the EMPLOYEE Without Cause shall be final and non-appealable.
3. The EMPLOYEE is not entitled to or eligible for Severance Pay, and the TOWN shall not make payment for Severance Pay, due to termination Without Cause.

B. Resignation.

1. The EMPLOYEE may voluntarily resign employment from the TOWN by providing the TOWN at least sixty (60) days prior written notice. During the 60-day period, the TOWN may require the EMPLOYEE to cease or limit the work performed on TOWN matters, during which time the EMPLOYEE is entitled to such regular Compensation and Benefits as is due under this Agreement until the effective date of the resignation as provided in the notice.
2. Upon submission of voluntary resignation, the EMPLOYEE shall not be employed by any other employer during the 60-day period. The term "employed" as used in this section shall include any employment including occasional teaching, writing or consulting performed by the EMPLOYEE. A majority of the TOWN Commission in a duly noticed public meeting may in its sole and absolute discretion approve limited outside employment in a non-conflicting capacity and in accordance with the provisions of Florida Statutes relating to ethics and the Palm Beach County Code of Ethics.
3. The EMPLOYEE is not entitled to or eligible for Severance Pay, and the TOWN shall not make payment for Severance Pay due to Resignation from employment.

C. Termination With Cause.

1. The TOWN may terminate EMPLOYEE With Cause, in its sole discretion, by majority vote of all the TOWN Commission in accordance with the provisions of Town Charter Section 4.02, as amended from time to time, as provided herein during the Term of this Agreement.
2. "With Cause" is defined as termination based upon any of the following actions by the EMPLOYEE:
 - a. fraud;
 - b. embezzlement;
 - c. conviction of a felony;
 - d. negligence in the performance of official duties;

- e. failure to return from an approved leave of absence;
 - f. violation of Florida's Code of Ethics and/or the Palm Beach County Code of Ethics;
 - g. violation of the TOWN's Policy Against Harassment and Discrimination or its Equal Employment Opportunity Policy as determined by an investigator selected by the TOWN Commission;
 - h. violation of TOWN's Drug-Free Workplace Policy;
 - i. engaging in activities or conduct injurious to the reputation of the TOWN, including without limitation, engaging in immoral or criminal acts that become public information; or
 - j. misconduct, as defined in Section 443.036(29), Florida Statutes, as amended from time to time.
3. Termination of EMPLOYEE With Cause shall be final and non-appealable.
4. The EMPLOYEE is not entitled to or eligible for Severance Pay, and the TOWN shall not make payment for Severance Pay due to Termination With Cause.
- D. Death.
- 1. This Agreement, the Term, and the EMPLOYEE's employment shall terminate automatically upon the EMPLOYEE's death.
 - 2. The EMPLOYEE is not entitled to or eligible for Severance Pay, and the TOWN shall not make payment for Severance Pay, as a result of Death.
- E. Disability.
- 1. If the EMPLOYEE becomes permanently disabled and is unable to perform the duties of TOWN Manager or is otherwise unable to perform the duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) consecutive weeks, the TOWN shall have the option to terminate this Agreement.
 - 2. The EMPLOYEE is not entitled to or eligible for Severance Pay, and the TOWN shall not make payment for, Severance Pay, as a result of Disability.
- F. Post-Termination Name Clearing Meeting. EMPLOYEE may avail him/herself of the TOWN's Post Termination Name Clearing Meeting process in accordance with applicable state law. However, in light of the organizational structure, EMPLOYEE must submit any request for such meeting in writing to the Town Attorney within ten (10) calendar days of the date of termination and such meeting will be scheduled to occur at a regular TOWN Commission meeting with the TOWN Commission presiding at such meeting or, in lieu of attending a meeting, EMPLOYEE may choose to submit a written statement to be included in the personnel file. The meeting is not an appeal of the termination decision and the TOWN Commission is not required to consider reinstatement. The process is designed to allow the employee to present information in the public record regarding the information forming the basis of the termination. EMPLOYEE agrees that failure to notify the Town Attorney within ten (10) calendar days of the date of the termination of the request for a Post Termination Name-Clearing Meeting will result in EMPLOYEE waiving any right or potential right to a Post Termination Name-Clearing Meeting.
- G. Final Paycheck. If EMPLOYEE separates from employment for any reason under this section, EMPLOYEE shall be paid in full any unpaid balance of the Base Salary then earned and due through the final date of employment. EMPLOYEE shall also be paid any accrued and unused Vacation Leave and Sick Leave up to a maximum established by TOWN policy, as amended from time to time. Such payments shall be made on the next regularly scheduled pay date.

VII. SEVERANCE PAY

- A. Termination Without Cause. If EMPLOYEE is terminated Without Cause, he/she shall be eligible to receive Severance Pay equal to the gross amount of fourteen (14) weeks of Base Salary in effect at the time of termination, and shall not include any Benefits or perquisites as may be permitted by Section 215.425, Florida Statutes ("Severance Pay").

Severance Pay shall be made within 30 calendar days after receipt of an executed General Release by EMPLOYEE in favor of the TOWN in a lump sum payment, less applicable withholdings and other required deductions. The General Release shall also include all employment based claims. EMPLOYEE hereby agrees that he/she has thirty (30) days from the date the General Release is provided in which to execute and deliver the General Release to the TOWN. EMPLOYEE agrees that failure to execute and deliver the General Release within thirty (30) days of the date it was provided results in waiver of any and all rights EMPLOYEE may have regarding any Severance Pay.

- B. Resignation. EMPLOYEE shall not be eligible for or receive Severance Pay.
- C. Termination With Cause. EMPLOYEE shall not be eligible for, entitled to, or receive Severance Pay.
- D. Death. EMPLOYEE or his/her heirs or assigns shall not be eligible for, entitled to or receive Severance Pay.
- E. Disability. EMPLOYEE, shall not be eligible for, entitled to, or receive Severance Pay.

VIII. INDEMNIFICATION

The TOWN shall provide a legal defense, and indemnification against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring within the scope of Town Manager's employment and performance of Town Manager's duties and functions, under the same terms and conditions as provided to other employees of the TOWN in accordance with the requirements and provisions of the TOWN Charter and Code of Ordinances. The TOWN shall have the right to compromise and settle any such claims or suit and pay the amount of any such settlement or judgment rendered thereon, in its sole discretion.

EMPLOYEE agrees to notify the TOWN Commission in writing within three (3) business days of being provided or notified, formally or informally, of any complaint filed with the Florida Commission on Ethics, Palm Beach County Commission on Ethics, any charge or subpoena from any law enforcement agency, or any other civil or administrative claim against EMPLOYEE.

IX. BONDING

The TOWN shall bear the full cost of any fidelity or other bonds required of the Town Manager under any law or ordinance.

X. GENERAL PROVISIONS

- A. The text herein shall constitute the entire agreement between the TOWN and EMPLOYEE.
- B. This Agreement shall be binding upon TOWN and EMPLOYEE and the successors, assigns and heirs of each respectively.
- C. This Agreement may not be modified or changed in any way whatsoever except by mutual written consent of the TOWN Commission and the EMPLOYEE.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

- E. Failure of the TOWN to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of the TOWN's right to enforce or exercise said right(s) at any time thereafter.
- F. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- G. All the provisions contained in this Agreement are subject to and conditioned upon compliance with all special acts of the TOWN and applicable laws of the State of Florida and local ordinances. Such laws shall take precedence over any part or portion of provisions as contained herein.
- H. This Agreement shall be governed exclusively by Florida law and venue of any action or proceeding relating to this Agreement shall be in Palm Beach County, Florida, exclusively, with each party to bear its own attorneys' fees and costs, up through and including any appellate action. Employee expressly consents to the personal jurisdiction of the courts in Palm Beach County, Florida, including, but not limited to, the 15th Judicial Circuit In and For Palm Beach County and the Southern District of Florida.
- I. THE PARTIES HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT EACH OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.
- J. General Release. The General Release referred to in Section VII.A, is attached hereto as **Exhibit "A"** and incorporated herein. By entering into this Agreement, EMPLOYEE acknowledges that he/she has been advised to consult with personal legal counsel to review such General Release and has had adequate time to consider same.
- K. All notices required to be given under the terms of this Agreement or which any of the parties desires to give hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or by nationally recognized overnight-courier, addressed as follows:

TO: Town of Ocean Ridge
6450 N. Ocean Blvd.
Ocean Ridge, FL 33435
ATTN: Mayor and Town Attorney

TO:
Address on File at the
Town Clerk's office

Any party may designate a change of address at any time by giving written notice thereof to the other parties.

[Remainder of this page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day set forth above to this Town Manager Employment Agreement.

EMPLOYEE

WITNESS

[INSERT]

WITNESS

ATTEST

TOWN OF OCEAN RIDGE, FLORIDA

BY: _____
KELLY AVERY, Town Clerk

BY: _____
SUSAN HURLBURT, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
CHRISTY L. GODDEAU, Town Attorney

EXHIBIT "A"

SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release ("SAGR") is hereby made and entered into by and between _____ ("Employee") and TOWN OF OCEAN RIDGE ("Employer"). In exchange for the mutual promises set forth below and intending to be legally bound, the Employer and the Employee agree to the following terms and conditions:

- A. Employee was employed as the Town Manager of said Employer; and
- B. Employee is separated from employment effective _____, Without Cause. As such, the Employer shall have no obligation to employ Employee under any circumstances in the future.
- C. Employee recognizes that the last day of work is _____. However, if Employee accepts the terms and conditions of this SAGR, Employee shall receive Severance Pay in a gross amount equivalent to fourteen (14) weeks of Base Salary.
- D. It is agreed and understood that neither the offer or acceptance of this SAGR nor the payment of any money or provision of benefits hereunder constitute or will be construed as an admission of liability or of any wrongdoing or violation of laws, rules or policies by the Employer or the Employee.
- E. Employee hereby releases and discharges the Employer (and all of its affiliates, successors, assigns, directors, officers, insurers, board members, employees, and agents) from and against any and all liability to Employee upon claims, causes of action or obligations of every nature whatsoever, whether known or unknown, arising out of or relating to Employee's employment, separation from employment, or any other act, event, failure to act or things which have occurred or were created at any time before or upon the date on which this SAGR is signed and becomes effective. Without limiting the generality hereof, this release covers claims or causes of action based upon all torts (such as, for example, negligence, fraud, defamation, wrongful discharge, invasion of privacy); express and implied contracts (except this SAGR); federal, state or local statutes and ordinances, including those which regulate employment practices (such as, for example, the Age Discrimination in Employment Act, Family Medical Leave Act, Federal Civil Rights Acts (including but not limited to 42 U.S.C.A Sections 1981 – 1988, 2000a-6, and 2000e-17); the Americans with Disabilities Act, the National Labor Relations Act; the Older Worker Benefit Protection Act; The Florida Civil Rights Act; any state or federal Whistleblower's Act; Public Employee Relations Act; Title VII of the Civil Rights Act; the Civil Rights Act of 1991; the Reconstruction Era Civil Rights Act of 1866; the Employee Retirement Income Security Act; the Patient Protection and Affordable Health Care Act; the Genetic Information

Nondiscrimination Act; the Public Health Services Act; the Rehabilitation Act of 1973; the Health Insurance Portability and Accountability Act; the Equal Pay Act; the Worker Adjustment and Retraining Notification Act; the Occupational Safety and Health Act; the Consolidated Omnibus Budget Reconciliation Act; the Florida Equal Pay Act; any claims under Fla. Stat. 448.08 for unpaid wages and waivable rights under the Florida Constitution; and any and all amendments to such acts); any and all claims for violation of any statutory or administrative rules, regulations or codes; any right or entitlement to any individual relief including damages, attorneys' fees, and costs which may be available through local, state, or federal regulatory agencies such as the EEOC; expenses, costs, fees, and/or attorneys' fees, incurred or claimed in connection with any alleged claims; and every other source of legal rights and obligations which may validly be waived or released, except rights created or preserved expressly in this SAGR.

F. The Employee makes the following representations to the Employer, each of which is necessary before the Employer will pay severance to the Employee under this SAGR:

- (1) that the payments and other benefits which the Employer has agreed to provide, as stated below, are payments and benefits to which the Employee would not be entitled if it were not for this SAGR;
- (2) that no consideration, promises, agreements or representations have been made to encourage Employee to sign this SAGR, except those that are contained in this SAGR;
- (3) that Employee has read and understands each and every provision of this SAGR and any waiver pursuant to this SAGR is knowing and voluntary;
- (4) that Employee has been advised by the Employer that Employee has seven (7) days from the date of signing the SAGR to rescind acceptance of this SAGR by doing so in writing by delivering such written rescission to the Town Attorney within the 7-day period;
- (5) that Employee has been advised by the Employer that Employee should consult an attorney of his/her own choosing before signing this SAGR;
- (6) that Employee has had an adequate and reasonable period of time (at least 21 calendar days) to decide whether or not to sign this SAGR. Accordingly, failure to sign and deliver the SAGR to the Town Attorney on or before **5:00 p.m. on the 30th day following the date of receiving the SAGR**, shall be deemed a rejection of the SAGR and Employee shall not be entitled to the benefits outlined herein to which Employee would not otherwise be entitled. Material or immaterial changes to this SAGR do not restart the running of the 21-day period.

- (7) that Employee has not filed any complaints or initiated any other legal proceedings against the Employer before the date of signing this SAGR.
- (8) that Employee has not assigned, transferred or purported to assign or transfer any claims released in this SAGR to any person, association or entity.
- (9) that Employee has accurately reported all hours worked and has been paid in full for all time worked in accordance with the law and is owed no wages, whether in the form of straight time, overtime, or liquidated damages.
- (10) that Employee has not suffered an occupational disease or disability or any on-the-job-related accident or injury of the type that might have entitled Employee to file a Workers' Compensation claim, whether temporary, permanent, partial or total.
- (11) that Employee was provided and received all paid and unpaid leaves of absence to which Employee was entitled.
- (12) that Employee assumes the risk for any mistake of fact now known or unknown and that she understands the significance of this SAGR.
- (13) that Employee has the mental capacity to enter into this SAGR.
- (14) that Employee has returned all of the Employer's building access badges, Employer owned or leased equipment (such as wireless cards, laptops, tablets, phones, etc.), documents, software, hardware, electronic devices, and other materials, whether tangible or intangible, to the Employer, and has relinquished and previously provided to the Employer any and all individual and system passwords and/or login information relating to the Employer's information technology systems, including any and all user-IDs and passwords created for any and all vendors, clients, or any party, and has discontinued any use of such systems; and
- (15) that Employee has submitted any and all expense reports or other expenditures believed to be reimbursable by the Employer, including any receipts or other backup, prior to executing this Agreement.

G. In exchange for the general release and other promises and acknowledgments made by Employee in this Agreement, the Employer agrees to pay Employee Severance Pay equal to **fourteen (14) weeks of Base Salary** (less required withholding for federal, state and local taxes).

H. Employee agrees (unless otherwise required by law) not to file any claims waived by this Agreement. However, this Agreement is not intended to: (a) prevent Employee from filing a charge or complaint including a challenge to the validity of this SAGR

with the Equal Employment Opportunity Commission ("EEOC"); (b) prevent Employee from participating in any investigation or proceeding conducted by the EEOC; or (c) establish a condition precedent or other barrier to exercising these rights. While Employee has the right to participate in an investigation, Employee is waiving his right to any monetary recovery arising from any investigation or pursuit of claim on his/her behalf. Employee also has the right to file a charge alleging a violation of the ADEA with any administrative agency and/or to challenge the validity of the waiver and release of any claim he might have under the ADEA without either: (a) repaying the amount paid under this SAGR; or (b) paying to any entity any other monetary amounts (such as attorney's fees and/or damages). .

- I. This Agreement shall inure to the benefit of and be binding upon the Employer and Employee and each of their successors, assigns, affiliates, devisees, heirs, administrators and representatives.
- J. This Agreement constitutes the entire agreement by and among the parties hereto and there are no agreements or commitments by or among the parties, either verbal or written, except as expressly set forth herein.
- K. Should any part, term, or provision of this Agreement be declared or be determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term, or provision shall be deemed not a part of this Agreement.
- L. The SAGR shall be governed exclusively by Florida Law and venue for any action herein shall be in the courts of Palm Beach County, with each party to bear its own attorneys' fees and costs, up through and including any appellate action. Employee expressly consents to the personal jurisdiction of the courts in Palm Beach County Florida including, but not limited to, the 15th Judicial Circuit In and For Palm Beach County and the Southern District of Florida.
- M. THE PARTIES HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT EACH OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.
- N. This SAGR shall not be construed against the party who drafted same.
- O. The rights, responsibilities, and duties of the parties, and the agreements herein, shall continue to bind the parties in full force and effect until each and every obligation has been fully performed.
- P. Employee will separately receive information regarding eligibility to continue any medical insurance under COBRA at Employee's sole cost and expense.

Q. This SAGR may be executed in counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this SAGR, all of which taken together shall constitute one and the same SAGR. In the event an executed version of this SAGR is transmitted by facsimile or is scanned and emailed, the SAGR shall be effective and binding as if it were the originally executed document. However, Employee or his attorney will deliver original documents to the Town Attorney as soon as possible.

IN WITNESS WHEREOF, the parties have executed this SAGR as of the date written below.

TOWN MANAGER

[insert]

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20____, by _____.

(Signature of Notary Public – State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

ATTEST

TOWN OF OCEAN RIDGE, FLORIDA

BY: _____
Town Clerk

BY: _____
Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Town Attorney