



**Special City Council Meeting
City of Belleair Beach, Florida**

**Monday, November 28, 2022
Community Center, 6:00pm**

**PUBLIC MEETING NOTICE
AGENDA**

Call to Order
Pledge of Allegiance
Roll Call

1. Consideration of Selecting Applicant to Fill Vacant City Council Seat.
2. Approval of City Manager Agreement.

Adjournment

Any person who decides to appeal any decision of the City Council with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes 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 based. The law does not require the City Clerk to transcribe verbatim minutes, therefore, the applicant must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense. Any person with a disability requiring reasonable accommodation in order to participate in this meeting should call 727-595-4646 or fax a written request to 727-593-1409.

Patricia A. Gentry, CMC
City Clerk

City of Belleair Beach

NOVEMBER 28, 2022 – 6:00 PM



RECOMMENDATION:

Staff requests that Council use the process for appointment of the Councilmember as outlined.

DATE: November 10, 2022
TO: Mayor and City Council
FROM: Patricia A. Gentry, City Clerk
SUBJECT: Appointment of City Councilmember

Background

The following residents have applied to fill the unexpired term of former Councilmember Glenn Gunn. Each applicant was verified through the Pinellas County Supervisor of Elections Office as a registered voter in the City of Belleair Beach immediately preceding the first day of qualification for election as stated in the City Charter. As per the City Charter the appointee shall hold office until the next annual election in the City on March 12, 2024.

1. Mark S. Chester, 429 22nd Street
2. Brad Greer, 3400 Gulf Blvd, #103
3. Michael "Todd" Harper, 111 16th Street
4. Belinda Livingstone, 112 6th Street

Discussion

Procedure to appoint Councilmember:

- The Mayor has the duty to maintain firm control of the meeting consistent with the provisions of the City Charter, City Code, and Roberts Rules of Order. The Mayor shall announce that the audience must refrain from any outward display of approval or disapproval of any applicant.
- The Mayor states that the seat being filled shall hold office until the next annual election in the city on March 12, 2024.
Charter Section 5.05(a)
- The Mayor shall confirm with each applicant that they are a qualifying registered voter; qualifying physical resident; qualifying permanent resident; and qualified by civil rights.
Section 2.01(a)
- Each applicant present, in alphabetic order, shall be allowed a three-minute presentation of their qualifications and desire to serve.

- Following each applicant's presentation councilmembers may make inquiry of each applicant, after being recognized by the Mayor.
- After council has concluded its inquiry of the applicants, the floor shall be opened to the public with each being recognized by the Mayor. The city clerk shall be the time keeper.
Section 2-64(a)(b)
- After the public addresses council, councilmembers shall vote by paper ballot with results announced that an applicant has attained a majority of the votes of the councilmembers voting. The city clerk shall announce the results.
- If no one obtains a majority of the four votes, the applicant with the two (or three in the event of a tie) highest votes are to be presented to the council for another vote.
Section 2.06(c)
- In the event of a tie between the two highest number of votes but less than a majority, council in concert with the applicants may use an alternative method to decide the winner. Drawing lots or flip of a coin.
Charter Section 5.05(a)
- The Mayor will call for a motion to appoint the applicant who has received at least four votes.

Recommendation

Staff requests that Council use the process for appointment of the Councilmember as outlined above.



CITY OF BELLEAIR BEACH

City Council Vacancy Application

(Please print clearly)

Name: MARK S. CHESTER

Address: 429 22ND STREET 07-25-18

Home Phone: NONE Cell Phone: 661-644-4611

Email: mschester58@aol.com

Length of Residency in Belleair Beach: THREE YEARS

Are you registered to vote in Belleair Beach? YES

Voter Registration Date: 12/11/19 ✓

Reason you are interested in serving:

I'M RETIRED, SO I HAVE TIME TO GIVE
BACK. I'M INTERESTED IN WHAT HAPPENS
IN OUR COMMUNITY. MY ONLY AGENDA IS TO
SERVE OUR COMMUNITY AND DO MY PART TO
MAKE OUR COMMUNITY GREAT

Community activities/involvement:

I VOLUNTEER AT NEIGHBORLY AND
DELIVER MEALS ON WHEELS TO THE
ELDERLY.

Applicable education, occupational, and specialized experience:

BS. IN EDUCATION FROM EASTERN
MICHIGAN UNIVERSITY (1981)
RETIRED TEACHER/COACH OF 35 YEARS.

City Council Vacancy Application

Council members make recommendations and decisions that affect the entire community.

1.) Do you foresee possible conflicts of interest with any of your current employment or civic positions? ☐ Yes (Please explain) ☒ No

2.) When making recommendations and decisions do you feel you could be impartial and base your decision on the overall need and benefit of the Community? ☒ Yes ☐ No (Please explain)

Have you represented any other private person, group or entity for compensation before the City Council or any board/committee of the City within the last two years? NO

Do you, your spouse, or your employer have any financial interest, directly or indirectly, in any contracts with the City? NO

City Council Vacancy Application

Are there any days or evenings you are unavailable to meet?

☐ Yes (Please explain) ☒ No

I hereby apply for appointment to the vacant City Council seat and file this statement of candidacy. I declare that I meet all requirements to hold said office and that I agree to serve if appointed.

Signature: Mark Chester

Date: 11/9/22

Received by: James Molinari

Date: 11/9/22

Please Note: Any information given on this application is subject to the Public Records Law of Florida

**APPLICATIONS MUST BE SUBMITTED TO THE
OFFICE OF THE CITY CLERK NO LATER THAN
3:30PM NOVEMBER 9, 2022**

Please return completed form and resume to:

PGentry@CityofBelleairBeach.com

City of Belleair Beach
Attn: City Clerk
444 Causeway Boulevard
Belleair Beach, FL 33786
727-595-4646



CITY OF BELLEAIR BEACH

City Council Vacancy Application

(Please **print** clearly)

Name: Brad Greer

Address: 3400 Gulf Blvd #103, Belleair Beach, FL 33786

5-12-17

Home Phone: _____ **Cell Phone:** 314-366-0059

Email: Bradrg@me.com

Length of Residency in Belleair Beach: 6 years

Are you registered to vote in Belleair Beach? Yes

Voter Registration Date: 02/12/2019 ✓

Reason you are interested in serving:

I love our residential community and desire to serve by utilizing my
communication and leadership skills to continue our efforts to remain a highly
desirable, safe and beautiful city. I believe my efforts as a businessman at team
building as well as civic participation in and the running of public meetings will
serve towards that end.

Community activities/involvement:

Currently I serve on the board of Belleair Key Association and have previously
served two counties as a board member and chairman of Habitat for Humanity
as well as numerous non-profits organizations. I served several years on
Planning & Zoning for Collinsville, IL including a few years as chairman. As a
result of these roles, I have participated in and run a number of public meetings
and hearings.

Applicable education, occupational, and specialized experience:

Until the sale of my business, I was CFO for an insurance agency with more
than 100 employees. Currently I serve on the board of directors of: Independent
Insurance Agents & Brokers of America (Big I), Alexandria, VA; Trusted Choice,
Alexandria, VA and the Big I national flood insurance task force, working with
FEMA and Congress on matters concerning the National Flood Ins Program

City Council Vacancy Application

Council members make recommendations and decisions that affect the entire community.

1.) Do you foresee possible conflicts of interest with any of your current employment or civic positions? ☐ Yes (Please explain) ☒ No

I have no conflicting civic or economic interests. In addition to the condo, which
is my homestead, my wife & I own a house on 13th St leased to close friends.

2.) When making recommendations and decisions do you feel you could be impartial and base your decision on the overall need and benefit of the Community? ☒ Yes ☐ No (Please explain)

Have you represented any other private person, group or entity for compensation before the City Council or any board/committee of the City within the last two years? No

Do you, your spouse, or your employer have any financial interest, directly or indirectly, in any contracts with the City? No

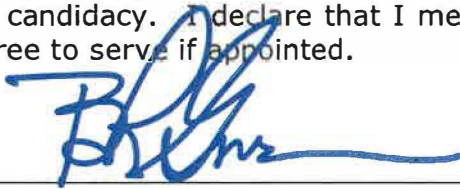
City Council Vacancy Application

Are there any days or evenings you are unavailable to meet?

☐ Yes (*Please explain*) ☒ No

I hereby apply for appointment to the vacant City Council seat and file this statement of candidacy. I declare that I meet all requirements to hold said office and that I agree to serve if appointed.

Signature: _____



Date: Oct 30, 2022

Received by: _____



Date: 10.21.22

Please Note: Any information given on this application is subject to the Public Records Law of Florida

**APPLICATIONS MUST BE SUBMITTED TO THE
OFFICE OF THE CITY CLERK NO LATER THAN
3:30PM NOVEMBER 9, 2022**

Please return completed form and resume to:

PGentry@CityofBelleairBeach.com

City of Belleair Beach
Attn: City Clerk
444 Causeway Boulevard
Belleair Beach, FL 33786
727-595-4646



CITY OF BELLEAIR BEACH

City Council Vacancy Application

(Please **print** clearly)

Name: Michael "Todd" Harper

Address: 111 16th Street Belleair Beach, FL 33786 12-4-15

Home Phone: N/A **Cell Phone:** 727-612-6444

Email: harper@icloud.com

Length of Residency in Belleair Beach: 7 years

Are you registered to vote in Belleair Beach? YES

Voter Registration Date: 12/9/2015 ✓

Reason you are interested in serving:

City Council is about representing a diverse base of citizen needs and viewpoints, while ensuring

fairness, common sense without bias or emotion. I offer my service to the community based on these tenets.

Prior experience on city council, allows for rapid engagement including completion of sunshine law training,

Ethics training and Florida league of cities membership.

Community activities/involvement:

2018 City Code Review and Advisory Committee

2018 Board of Adjustments

2018-2019 Belleair Beach City Council

Applicable education, occupational, and specialized experience:

Homeowner for 30 years, with experience in construction, renovations and zoning. Engineer with

experience in system design and performance optimization Business Development Manager with

focus on streamlined solutions development, operations, balanced budgets and profit & loss Accounting.

City Council Vacancy Application

Council members make recommendations and decisions that affect the entire community.

1.) Do you foresee possible conflicts of interest with any of your current employment or civic positions? ☐ Yes (Please explain) ☒ No

2.) When making recommendations and decisions do you feel you could be impartial and base your decision on the overall need and benefit of the Community? ☒ Yes ☐ No (Please explain)

Have you represented any other private person, group or entity for compensation before the City Council or any board/committee of the City within the last two years? NO

Do you, your spouse, or your employer have any financial interest, directly or indirectly, in any contracts with the City? NO

City Council Vacancy Application

Are there any days or evenings you are unavailable to meet?

☐ Yes (*Please explain*) ☒ No

I hereby apply for appointment to the vacant City Council seat and file this statement of candidacy. I declare that I meet all requirements to hold said office and that I agree to serve if appointed.

Signature: VS Harper Date: November 7, 2022

Received by: _____ Date: _____

Please Note: Any information given on this application is subject to the Public Records Law of Florida

**APPLICATIONS MUST BE SUBMITTED TO THE
OFFICE OF THE CITY CLERK NO LATER THAN
3:30PM NOVEMBER 9, 2022**

Please return completed form and resume to:

PGentry@CityofBelleairBeach.com

City of Belleair Beach
Attn: City Clerk
444 Causeway Boulevard
Belleair Beach, FL 33786
727-595-4646



CITY OF BELLEAIR BEACH

City Council Vacancy Application

(Please print clearly)

Name: Belinda Livingstone

Address: 112 6th St Belleair Beach, FL 33786 2122

Home Phone: N/A Cell Phone: 210-364-2686

Email: belinda.livingstone@yahoo.com

Length of Residency in Belleair Beach: 1yr 8 months

Are you registered to vote in Belleair Beach? yes

Voter Registration Date: 4-2-21 ✓

Reason you are interested in serving:

I have found in my professional career that the best way to impact the lives of those we serve is to do it from a leadership role. Being involved in the city council requires a strong dedication and a true passion for serving others.

Community activities/involvement:

Citizens Advisory Committee

Applicable education, occupational, and specialized experience:

I have my Masters in Nursing Leadership and Administration. In my career I have a regulatory compliance background to include being involved in policy and procedure committees with various employers.

City Council Vacancy Application

Council members make recommendations and decisions that affect the entire community.

1.) Do you foresee possible conflicts of interest with any of your current employment or civic positions? ☐ Yes (Please explain) ☒ No

2.) When making recommendations and decisions do you feel you could be impartial and base your decision on the overall need and benefit of the Community? ☒ Yes ☐ No (Please explain)

Have you represented any other private person, group or entity for compensation before the City Council or any board/committee of the City within the last two years? No

Do you, your spouse, or your employer have any financial interest, directly or indirectly, in any contracts with the City? No

City Council Vacancy Application

Are there any days or evenings you are unavailable to meet?

☐ Yes (Please explain) ☒ No

I hereby apply for appointment to the vacant City Council seat and file this statement of candidacy. I declare that I meet all requirements to hold said office and that I agree to serve if appointed.

Signature: 

Date: 10-27-22

Received by: 

Date: 10-28-22

Please Note: Any information given on this application is subject to the Public Records Law of Florida

**APPLICATIONS MUST BE SUBMITTED TO THE
OFFICE OF THE CITY CLERK NO LATER THAN
3:30PM NOVEMBER 9, 2022**

Please return completed form and resume to:

PGentry@CityofBelleairBeach.com

City of Belleair Beach
Attn: City Clerk
444 Causeway Boulevard
Belleair Beach, FL 33786
727-595-4646

Belinda J. Livingstone RN, MSN
112 6th Street
Belleair Beach, FL 33786
210-364-2686
belinda.livingstone@yahoo.com

About

Experienced healthcare professional with 30+ years in the healthcare industry, both clinical and administration. Proven and established reputation in increasing quality metrics, building teams, creating a positive culture and increasing patient satisfaction.

Experience

7/2021 – Present Somatus

Operations Manager - FL, CO, CA, HI

- Supervise care team of field based nurse care managers, social workers, community health workers, and renal dieticians in multiple states
- Manage staff adherence to Somatus workflows, protocols, best practices, and documentation expectations
- Support data collection and report preparation
- Maintain compliance with organizational policies, procedures and evidence-based guidelines

2/2019 – 7/2021 WellMed Medical Management

Manager, Care Management (1/2021 – 7/2021)

- Oversight of a team of outpatient case managers for high risk members of health plans served
- Responsible for member engagement into health plan programs
- Reduction of admissions/readmissions for population served
- Assist in market compliance with health plan delegation

Market Nurse Leader (7/2019-1/2021)

- Oversight of 31 clinics in San Antonio and the surrounding areas related to compliance
- Monthly assessments for adherence to policies, procedures and regulatory adherence
- Education related to areas of weakness, Joint Commission requirements and policy changes
- Monthly meetings with RN/LVN staff in 31 area clinics, acting as Director of Nursing for the San Antonio Market

Clinic Operations Policies and Procedures (2/2019 – 7/2019)

- Responsible for policies, procedures, standing delegation orders, standing operating procedures and forms for the WellMed enterprise in Texas and Florida
- Research regulatory, state and federal requirements in an ongoing effort to ensure compliance
- Work with Legal Department on all new/revised policies, procedures, standing delegation orders, standing operating procedures and forms
- Co-chair the Policies and Procedures Committee and the Forms Sub Committee bi-

monthly

11/2016 – 2/2019 Post Acute Medical Corporation San Antonio, TX

Director of Operations/CEO/Director of Case Management

- Responsible for day-to-day operations of the rehabilitation hospital to include oversight of department directors to assure adherence to the annual budget requirements
- Create and adhere to monthly, quarterly and annual business plans
- Analyze support functions and make recommendations for improvement
- Assist in making departmental improvements through analysis and collaboration
- Promoted into CEO role and transferred to LTACH within PAM organization
- Direct the operations, programs and finances of PAM Specialty Hospital
- Assure delivery of quality healthcare services through the effective management of fiscal, physician and healthcare staff
- Collaborates with the Governing Board, Medical Staff, leadership team and contracted vendors to provide quality outcomes
- Represent PAM in the community through active engagement in community organizations and functions
- Budget oversight
- Work closely with the Medical Director in program implementation and oversight

6/2014 - 10/2016 Select Rehabilitation Hospital San Antonio, Tx

Director of Quality & Risk Management

- Coordination of hospital performance improvement programs to include evaluation of quality indicators and outcomes, medical staff quality and peer review, patient care committees, executive quality council and nursing quality council.
- Function as the Risk Manager for the hospital overseeing risk prevention strategies and implementation of risk management plans
- Nurse educator for clinical and general hospital staff
- Served as Interim Chief Nursing Officer from 6/2015 - 11/2015 while performing duties as DQM

11/2012 - 6/2014 Cyberonics Houston, Tx

Case Manager

- Educate patients, family members, physicians and physician office staff on VNS Therapy
- Prior authorizations for physician offices to assist in reimbursement for VNS Therapy surgery and procedures
- Educate patients, family and physician office staff on reimbursement parameters
- Facilitate team conference calls bi-weekly to review patient load and identify barriers/create plans of action

9/2011 - 11/2012 GlobalRehab Hospital San Antonio, Tx

Director of Quality & Risk Management

- Coordination of hospital performance improvement programs to include evaluation of quality indicators and outcomes, medical staff quality and peer review, patient care committees, executive quality council and nursing quality council.

- Function as the Risk Manager for the hospital overseeing risk prevention strategies and implementation of risk management plans
- Serve as nurse educator for clinical and general hospital staff

2/2011 – 8/2011 HealthSouth RIOSA San Antonio, Tx

Case Manager

- Provide direction in establishing the treatment plan based on patient needs and preferences.
- Take ownership of patient care experience by providing direction regarding quality, timeliness, appropriateness of services and patient/payor expectations.
- Incorporate knowledge of FIM scoring process to evaluate accuracy of scores throughout length of stay.
- Obtain precertification/authorization from third party payors for noncontractual services.
- Educate patient, family and staff on reimbursement parameters of payors and payor issues.
- Facilitate team conferences weekly and coordinate treatment plan modifications as needed.

11/2010 – 7/2011 Methodist Hospital San Antonio, Tx

PRN Case Manager

- Assess by interview and chart review discharge needs of all high-risk patients and others referred.
- Utilize community resources to support patient's post hospital needs.
- Perform admission and continued stay reviews.
- Facilitate and/or provide education of hospital staff, physicians, patients and caregivers for purposes of efficient resource utilization.

1/2010 – 11/2010 GlobalRehab Hospital San Antonio, Tx

Lead Clinical Liaison

- Contributing and participating as part of the sales leadership team.
- Following through daily on field training and coaching by working alongside of liaisons as determined by sales leadership team.
- Participating in the development and roll out of specific Pod strategies and initiatives as well as the follow through of the above.
- Coaching and documenting time in the field with liaisons, bringing that information back to the sales leadership team to further identify training opportunities for our team.
- Identifying and recommending new strategies and opportunities from being in the field.
- Ensuring we do not have gaps in key areas of the department at any given time.
- Evaluate potential candidates for inpatient rehabilitation services
- Conduct in-services to clients

6/2008 – 1/2010 HealthSouth RIOSA San Antonio, Tx

Clinical Liaison

- Evaluate individuals in acute care settings, LTACH, SNF and home environments for

admission to rehabilitation hospital

- Summarize findings of evaluation citing reasons why individual is/is not appropriate for rehabilitation services
- Conduct in-services to various audiences on rehabilitation (subjects vary according to audience)
- Coordinate with case managers at various facilities to provide education to clients and staff

5/2007 – 6/2008 Morningside Ministries San Antonio, Tx

Assisted Living Manager

- Manage 24 private apartment Assisted Living Type B Facility
- Assess potential new residents for qualification to facility and determine level of care needed
- Lead team in state and federal regulation compliance and oversee day to day care of residents
- Assess resident needs and communicate/coordinate care with primary care physician and other medical entities
- Hiring and development of team members to include compliance with state regulations concerning staff development related to assisted living facility Type B protocols
- Maintain records on residents in compliance with state and federal regulations

Touchstone Communities Floresville, Tx

RN Unit Manager

6/2006 – 10/2006 Baptist Health System San Antonio, Tx

RN - NICU

Education

6/2006 San Antonio College ADN – RN

10/2007 Assisted Living Managers Certification

10/2013 Walden University MSN in Leadership & Management

Professional Affiliations

Texas Association for Healthcare Quality - Member from 8/2012 thru 8/2013

National Association for Healthcare Quality - Member from 8/2012 thru 8/2013

American Society for Healthcare Risk Management - Member from 8/2012 thru 8/2013

Alamo Chapter of CMSA - Board Member from 9/2008 thru 6/2011

Sigma Theta Tau International Honor Society of Nursing, Phi Nu Chapter – 2012-2016

Case Management Society of America – 2008-2017, 2022

APIC – 2014-2016

American Nephrology Nurses Association - 2022

American Case Management Association – 2022

**EMPLOYMENT AGREEMENT
FOR THE SERVICES OF KYLE RIEFLER
AS CITY MANAGER OF THE CITY OF BELLEAIR BEACH**

This Employment Agreement is executed this ____ day of _____, 2022, but shall be deemed to commence at 12:01 a.m. on _____, 2022 (“Effective Date”), by and between the **CITY OF BELLEAIR BEACH**, a political subdivision of the State of Florida (“City”), and **KYLE RIEFLER** (“Riefler” or “Manager”).

WITNESSETH:

WHEREAS, Article III of the City Charter establishes the position of the City Manager who shall be fully engaged in work for the City and shall serve at the pleasure of the City Council (the “Council”); and

WHEREAS, at a public meeting on October 10, 2022, the Council unanimously directed the City Attorney to negotiate a legal agreement for Riefler to serve as the City Manager; and

WHEREAS, it is the desire of the Council to provide Riefler with compensation and benefits, establish certain conditions of employment, to set working conditions and set the framework and context for the relationship which shall exist between the City and Manager going forward; and

WHEREAS, having reviewed his credentials as set forth in **Exhibit A**, interviewed him at a public meeting, and observed his service as Interim Manager since June 2022 it is the desire of the Council to retain Riefler’s services as the City Manager and to provide inducement for him to remain in such employment; and

WHEREAS, Riefler desires to serve as City Manager of the City; and

WHEREAS, Riefler shall serve as the City Manager commencing upon the Effective Date of this contract, receiving all of the benefits provided herein for so long as he remains Manager of the City or the term of this Agreement otherwise expires; and

WHEREAS, the Council and Riefler have mutually negotiated and agreed to the terms of this Agreement;

NOW THEREFORE, in consideration of the promises, mutual covenants, conditions, provisions and undertakings herein contained, and for other good and valuable consideration, the parties do mutually covenant and agree to the following terms and conditions:

SECTION I: DUTIES

- A.** City hereby agrees to employ Manager to perform the duties specified in Article III and Section 3.02, of the City Charter, as presently written or subsequently amended, and to perform other legally mandated, permissible, and proper duties and functions as the City Code, State or Federal law may require, or Council may assign. In addition to those responsibilities explicitly set forth in the City's Charter and Code of Ordinances, in his first year of employment the City has established the objectives set forth in **Exhibit B** of this Agreement. These objectives shall be tracked by the City Council, and may be the subject of Riefler's performance evaluation.
- B.** Manager shall comply with all lawful City Council directives, state and federal law, City policies, rules, regulations, resolutions, and ordinances as they exist or may hereafter be amended.
- C.** As the Chief Administrative Officer of the City performing essential executive level functions, Manager agrees to devote the amount of time and energy necessary to faithfully perform the duties of the position under this Agreement.
- D.** Manager shall employ, supervise, and terminate all other employees of the City as appropriate, excepting only the City Clerk, City Attorney, or as otherwise set forth in any collective bargaining agreements, consistent with the charter provisions, policies, ordinances, regulations, and resolutions of the City.
- E.** Manager shall direct, assign, reassign and evaluate all of the employees of the City consistent with charter provisions, policies, ordinances, regulations and resolutions of the City, as well as state and federal law. Nothing in this provision shall be construed to prevent Manager from delegating supervisory authority to another employee or the head of a department.
- F.** Manager shall organize, reorganize and arrange the staff of the City, and develop and establish internal regulations, rules, and procedures which he deems necessary for the efficient and effective operation of the City consistent with lawful directives, policies, ordinances, regulation, state and federal law.
- G.** Manager shall perform his duties with reasonable care, diligence, skill, and expertise.
- H.** All duties assigned to Manager by the Council shall be appropriate to and consistent with the professional role and responsibilities of the Manager, and the City's form of government.
- I.** Riefler cannot be reassigned from the position of City Manager to another position within the City without his express written consent.
- J.** Manager, or his designee as circumstances may require, shall attend and be permitted to attend all meetings, both public and closed, of the City Council and the City's appointed or subordinate boards, unless otherwise prohibited by state or federal law.

- K.** Manager, or his designee as circumstances may require, shall maintain a physical presence in City Hall during ordinary business hours and as circumstances may require during emergency conditions within the City.

SECTION II: OUTSIDE EMPLOYMENT

Manager agrees to devote his full working time to the performance of his duties and responsibilities under Section I of this Agreement and agrees not to engage in other employment or any contractual relationships for personal services during the period of his employment with City, unless he has secured the express written consent of a majority of the seated Council at the time.

SECTION III: TERM AND EFFECTIVE DATE

- A. Three-Year Term.** Absent further agreement by the Parties, Riefler shall formally and effectively assume the title of City Manager beginning at 12:01 a.m., the ____ day of _____, 2022, and this Agreement shall remain in full force and effect from the effective date through 11:59 p.m. on _____, 2025, or until otherwise terminated, whether individually or jointly, by the City or Riefler as otherwise provided in this Agreement.
- B. Preservation of City's Right to Terminate.** Manager shall be employed by the City on an at-will basis, has no property right in the position of City Manager, and may be terminated at any time. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Council to terminate the Riefler's service as Manager at any time, subject to the provisions set forth in the City Charter and this Agreement.
- C. Preservation of Manager's Right to Terminate.** Nothing in this Agreement shall prevent, limit, or otherwise interfere with Riefler's right to voluntarily resign at any time from his position with City, subject to the provisions set forth in this Agreement.
- D. Extension.** This Agreement may be extended by mutual agreement of Manager and the City, in writing, upon such terms and conditions as the Parties deem mutually beneficial. If either party does not intend to extend the Agreement at the end of the established contract term, it shall notify the other party no less than sixty (60) days before the end of the contract term in 2025. Such notice shall be given in the manner set forth in the "Notice" section of this Agreement.

SECTION IV: SALARY

- A.** For the first two years of this Agreement, the City agrees to compensate Manager in the annual amount of One Hundred and Fifteen Thousand and 00/100 Dollars (\$115,000.00) for his services as City Manager. This compensation shall be paid on a bi-weekly basis, payable on the same schedule as is applicable to all other employees, subject to deductions and payment of federal taxes, social security, medical taxes and such other deductions applicable to all non-union city employees, except when modified by this Agreement.
- B.** Beginning in the third year of the contract term, Manager shall be entitled to an increase in base salary as determined by the City Council. The contemplated salary increase shall, take effect on the anniversary date of this Agreement, the same annual percentage as other city employees. Such renewal shall remain subject, however, to a satisfactory performance evaluation as determined by the City Council in its sole discretion. Such evaluation shall be in accordance with criteria established between the City and Manager, and such criteria shall be based upon the description of the City Manager's responsibilities in the City Charter, City Code, this Agreement, and through directives and guidelines established by the City Council. Any increase in base salary shall occur no later than 30 days from the anniversary date of employment, retroactive to the anniversary date, which increase shall be addressed at a regular or special City Council meeting

SECTION V: BENEFITS

Manager shall receive all benefits provided to City employees, as defined in the (i) Employee Handbook; (ii) Personnel Policies and Procedures Manual, and (iii) City administrative policies, as presently written or subsequently amended or as otherwise modified by the terms and conditions of this Agreement.

A. Health, Dental, and Life Insurance Benefits

1. Health/Medical, Dental, and Vision Insurance

City shall provide Manager with the option of health/medical, dental, and vision insurance in the same manner and on the same terms as extended to all other full-time employees in the City's (i) Employee Handbook; (ii) Personnel Policies and Procedures Manual, and (iii) City administrative policies, unless specified to the contrary in this Agreement. Manager shall immediately vest and be eligible for the City's available health/medical and dental insurance on his first day of employment. City shall not provide any contribution toward any dependent health insurance premium selected by Manager.

Further, pursuant to Administrative Policy No. 14, Manager shall have the option to decline Major Medical coverage and instead receive an incentive payment in the flat rate amount of \$600/month, paid on a pro-rata basis, bi-weekly, with each pay period. to partially offset the cost of medical coverage by another insurer. This incentive payment option shall not apply until after Manager has provided written verification that he is covered by other health insurance. The incentive payment option shall be subject to appropriate withholding and FICA taxes but will not be deemed salary for any purpose.

2. Life Insurance

City agrees to provide Manager the option of life insurance coverage. Manager shall be eligible for the benefit on his first day of employment. In accordance with the policies set forth in the Employee Handbook, the value of this benefit shall be equal to Manager's annualized base salary, and the City shall pay the full cost of this coverage.

B. Paid Leave

Manager shall be provided paid vacation leave equal to fifteen (15) workdays per calendar year accrued on the effective date of employment. Maximum accrual of vacation leave shall be in accordance with City Personnel Manual, Section 10.4 (A), as amended from time to time, but in no event more than 40 days at any given time.

Manager shall be provided paid sick leave equal to twelve (12) workdays per calendar year accrued on each anniversary date of employment. Manager shall be entitled to accrue unused sick leave in accordance with the applicable provisions of the City's Personnel Manual, Section 10.2, as amended from time to time.

During the first year of this Agreement, Manager shall also retain the ability to use the three (3) personal leave days he accrued on October 1, 2022, in his capacity as an employee of the City (the "Personal Days"). If Manager does not use the Personal Days during the first year of this Agreement, Manager shall forfeit their use and value. Manager shall not have the ability to accrue any more Personal Days during the term of this Agreement.

All vacation, sick, or other leave benefits Manager accrued while previously serving as Community Services Administrator shall be preserved and retained upon the execution of this Agreement.

C. Retirement

- 1. Retirement Plan Contribution.** During the term of the Manager's employment, the City shall make such contributions, in a minimum amount of ten percent (10%) of Manager's base salary to the City's Retirement Program (the "Plan") as applicable to other city employees of the City. Manager shall be fully vested in the Plan at one hundred percent (100%) ownership upon the effective date of this Agreement and shall be combined with the Manager's participation with the said retirement program while serving as the Community Services Administrator. In this regard, City agrees to adopt and execute all necessary resolutions/agreements needed to amend the Plan in order to implement immediate vesting for the Manager. The City's contributions shall be retroactive to the date of Manager's first pay period. In the event that Manager elects to participate in the pension (retirement) program of the International City/County Managers Association (ICMA) or any other qualified retirement program then, in such event, the percentage amount of the City's contribution shall be the same as the City pays to the Florida League of Cities, 401B Retirement Program. There shall be no prequalification period for vesting rights in the retirement program because of the change of position of the Manager from Community Services Administrator to City Manager.

The City does not presently participate in the FRS program. In the event the Manager or the City and its administrative employees are placed under the Florida Retirement System ("FRS") such contribution will cease and any retirement contributions will be modified in compliance with the Florida Statutes and Florida Administrative Code governing FRS.

- 2. Deferred Compensation.** In addition to the City's payment to the chosen plan, as permitted above, City agrees to execute all necessary agreements provided by Manager to participate in and voluntarily contribute to a deferred compensation plan. City shall not be obligated to make contributions to or compel participation in any deferred compensation plan.

D. Nature and Hours of Work. Manager recognizes and acknowledges that his role requires performance of essential executive level functions, including possession of unique knowledge, skills, and authority within the City. Further, while a considerable amount of time is spent in an office environment, Manager will frequently be required to work in outdoor environments with visits to work sites and other related City or county activities and events. Despite the unique and, at times, unpredictable hours of service required from the Manager, no additional compensation shall be paid or compensatory hours accrued for Manager's hours worked outside of or exceeding the City's ordinary hours of business. In recognition of the variable demands placed on Manager's working schedule, Manager shall have reasonable flexibility in how best to allocate his time and resources dedicated to the full and faithful discharge of his duties. Manager shall, however, maintain accurate records of days worked and time (days/hours) taken off for review by the City Council as requested.

E. Phone. City agrees to furnish Manager with a mobile phone for use in connection with official duties as City Manager. City shall be responsible for all reasonable charges associated with Manager's ordinary use of the phone and any correlating data plan. The mobile phone device shall, at all times, be deemed the City's Property and Manager agrees to surrender it back to the City upon his separation of employment from the City.

F. Computer. City shall provide Manager with a laptop, tablet, or desktop computer within City Hall for the purpose of conducting the City's business. The laptop, tablet, or desktop computer shall, at all times, remain the property of the City.

G. Automobile. Manager agrees and acknowledges that the City shall not provide an automobile for personal or official use. Manager agrees to use his personal automobile for commuting to and from work and in connection with the routine business of the City. During the term of this Agreement Manager shall maintain uninterrupted insurance coverage for his motor vehicle, at his own expense. City agrees that it shall compensate Manager with a monthly vehicle allowance of \$300.00 for business related travel without limitation. Manager shall be responsible for the payment of insurance, fuel, maintenance, and other costs related to said vehicle. In the event that the City Council, with concurrence of Manager, should elect in the future to provide the Manager with an automobile on a fulltime or part time basis, then this section shall become null and void and no longer in effect. The City further agrees to reimburse Manager at the established mileage reimbursement rate (as amended from time to time) for any official business use of his personal vehicle beyond the Tampa Bay area (Pinellas, Hillsborough, Pasco and Manatee Counties), provided Manager provides City with documentation in support of all such travel to include start and ending mileage and purpose of trip. Further, the City agrees to increase

the monthly vehicle allowance by ten percent (10%) every two years to offset increases in maintenance, repair and fuel costs.

H. Professional Development. City hereby agrees to budget and pay for professional dues, subscriptions, and certifications necessary for Manager's continuation and full participation in national, state and local associations and organizations deemed necessary and desirable for the good of the City, as the City Council shall determine in its sole discretion, and in accordance with the annual city budget. This provision shall be interpreted to include, but not necessarily be limited to the International City/County Management Association (ICMA), the Florida City County Management Association (FCCMA), the Association of State Floodplain Managers (ASFPM) and the Florida Floodplain Managers Association (FFMA). The City's cumulative annual contribution to such dues shall be \$2,500.00, unless a majority of the Council approves a contribution in excess of this sum. City further agrees to consider budgeting and paying for Manager's reasonable travel and subsistence expenses for necessary or desirable travel associated with Manager's professional development, or such other professional travel as the City Council shall determine to be appropriate at its sole discretion.

Manager agrees to make a reasonable and good faith effort to work towards and, to the extent possible, complete the ICMA's Voluntary Credentialing Program through the Florida Chapter's focused curriculum. This process shall include submitting any requisite applications to the ICMA and FCCMA, collaborating with the FCCMA's Senior Advisors, pursuing mentorship opportunities, and completing on-line or in-person educational training. Manager agrees to provide a quarterly update to the City Council on his efforts, progress, and obstacles to completing the Voluntary Credentialing Program.

SECTION VI: PERFORMANCE APPRAISAL

The Council may define the goals and performance objectives of the Manager for each appraisal period. In his first year of employment the City has established the objectives set forth in **Exhibit B** of this Agreement. The Council may review and appraise the job performance of Manager annually, on or before the anniversary date of this Agreement, or at any other time as the Council may deem necessary or appropriate. The City Council agrees to develop objective review and appraisal criteria linked in pertinent part to budgeted projects, goals, or initiatives. The review and appraisal criteria may be added to or deleted from time to time as the Council determines is in the best interest of the City.

SECTION VII: SUSPENSION, TERMINATION, AND SEVERANCE CONDITIONS

A. Termination by the Council. The procedures set forth in Section 4.03 of the City Charter shall govern the removal of the City Manager, regardless of whether the basis for termination is for cause or without cause.

1. For Cause. The Council may terminate Manager for cause conditioned upon the following:

i. Cause Defined. Cause is defined to mean the Manager has: (1) been convicted or adjudged guilty of, or has pled no contest to, any felony or any first or second degree misdemeanor involving fraud or moral turpitude by the Manager; or (2) been adjudicated in any administrative proceeding by the State of Florida Ethics Commission, or other quasi-judicial body or court of competence to have violated the State's Code of Ethics for Public Officers and Employees; or (3) filed to run for, or is elected or appointed to a public office; or (4) willingly refused to comply with any lawful instruction given by the City Council, within the Council's lawful authority, unless prevented from doing so by some fact or opinion by the City Attorney or other lawful authority that the act is illegal; or (5) been found by the City Council to have committed an act of misconduct, as defined in Florida Statutes § 443.036.

ii. Council Determination. To the extent a cause termination is based upon a finding by the Council that Manager has committed an act of misconduct, as provided for above, should Manager, subsequent to termination, obtain a final judgment of a court of competent jurisdiction, or final order of the Florida Commission on Ethics or other judicial or quasi-judicial authority with jurisdiction over the matter exonerating him, and after all time for appeal of such order expires, then Manager's termination shall thereafter be considered to have been without cause and he shall thereafter be entitled to the compensation due upon termination without cause, as set forth below in subdivision 2 of this section.

iii. For Cause Vote. Termination for cause shall occur only at a lawfully noticed public meeting and must be by an affirmative vote of at least six (6) members of the Council.

iv. Severance Limitation. If Manager is terminated for cause, he shall not be eligible for any severance payments contemplated in this Agreement.

2. Without Cause. The Council may terminate Manager without cause conditioned upon the following:

i. Without Cause Vote. Termination without cause shall occur only at a lawfully noticed public meeting by an affirmative vote of at least four (4) members of the Council.

ii. Benefits Upon Termination Without Cause.

- a. **Severance Payment.** If the Council elects to terminate Manager for any reason other than for cause then in addition to the leave payouts otherwise addressed in this Agreement, the City shall pay the Manager as follows, subject to all applicable deductions, withholdings, and taxes. If the Council elects to terminate Manager for any other reason other than for cause, then he shall be entitled to a severance payment in an amount equal to six (6) weeks of his annual salary at that time, in addition to the compensable value of any accrued and unused leave.
- b. **Misc. Payments.** Payment at the exit salary rate for one hundred percent (100%) of all accrued and unused paid leave established and available at the time of termination up to a maximum 40 days, and 25 percent (25%) of his accrued sick leave, which in no event shall exceed a total of 720 hours.
- c. **Payment Limitation.** Under no circumstances shall Manager receive total severance compensation, inclusive of miscellaneous payments exceeding the severance pay limitation set forth in Florida Statute § 215.425. This severance shall be paid in a lump sum or in a continuation of salary on the existing bi-weekly basis, at the Manager's election.

B. Resignation/Retirement. In the event Manager voluntarily resigns or retires his position with the City, Manager shall provide a minimum sixty (60) days' notice, unless the City and Manager agree otherwise. If the Manager resigns or retires prior to the expiration of this Agreement or any extension thereof, he shall receive payment under this contract for the balance of his salary for the actual days he has performed his duties as Manager, and not for the remainder of his contract term. If Manager resigns or retires, he shall not be eligible for any severance payment described in this Agreement but shall be paid accrued compensable leave consistent with Section VII.A.2.ii.b of this Agreement, subject to the limitations of Florida Statutes § 215.425 (4) (d), restricting total severance pay to an amount not to exceed the equivalent of twenty (20) weeks of Manager's current weekly gross compensation at the time of resignation, or as subsequently amended.

C. Disability. The Manager acknowledges and agrees that his services are unique and personal and his regular attendance to his duties is therefore essential to the performance of his position and the operation of the City. If the Council finds that the Manager has become permanently disabled, or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks beyond any accrued sick and annual leave balances, or if the office of the Manager becomes vacant, then this contract shall expire, and no severance shall be due.

- D. Death.** If the City Manager dies during the term of his employment, the City's obligations under this Agreement shall terminate except for: Payment of accrued leave balances in accordance with Section VII.A.2.ii.b of this Agreement and to initiate any requisite communication on the part of the City to facilitate the distribution of benefits pursuant to any applicable life insurance policy provided pursuant to this Agreement.
- E. Expiration of Agreement.** If at the end of the contract term in 2025, the Parties do not elect to extend or otherwise renegotiate the terms of Riefler's continued employment with the City, he shall remain entitled to payouts of accrued sick and annual leave in the manner set forth in Section VII.A.2.ii.b above. Apart from his accrued leave, nothing in this Agreement shall be construed to entitle Riefler to a severance payment upon the expiration of the contract term.
- F. Position Elimination.** In the event that the City Charter or Code of Ordinances is amended which results in a change in the appointed City Manager/Council form of government, or pertaining to the role, powers, duties, authority, or responsibilities of the Manager in manner that substantially changes the City's form of government then, in such event, the City Council agrees to retain Manager as the City Administrator with the same compensation and benefits set forth in this Agreement, subject to all other provisions of the then-operative versions of the City's Charter, Code of Ordinances, Employee Handbook, Personnel Policies and Procedures Manual, and City administrative policies.
- G. Separation Agreement.** The Parties hereby retain the ability to voluntarily enter into a Separation Agreement, memorializing these or alternative terms governing the termination of Riefler's status as an employee of the City.

SECTION VIII: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- A. Residence.** Manager is not required to reside within the corporate boundaries of the City.
- B. Surrender of City Property.** Manager agrees that all City property must be returned to the City before Manager's date of separation, regardless of the circumstances concerning such separation. In the event of Manager's death, no heir, successor, or other third party shall have any entitlement to the City's property or to unreasonably delay the return of such property to the City. By executing this Agreement, Manager represents that all City property in Manager's possession, custody or control (including without limitation equipment, credit cards, keys, files, tools, computers, phones, electronic files (stored on local media, personal devices, or "cloud-based" locations), user IDs and passwords), shall timely be returned to the City's possession or control.
- C. Surrender of Public Records.** Before Manager's date of separation, regardless of the circumstances concerning such separation, Manager shall also deliver to the City Clerk or the appropriate designee identified by the City Council, at or before the expiration of his tenure with the City, all public records kept or received by him in the transaction of official business.
- D. Ethical Commitments.** Manager will at all times uphold the tenets of the ICMA Code of Ethics and Florida Statutes. Specifically, Manager shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office, nor seek or accept any personal

enrichment or profit derived from confidential information or misuse of public time. City shall support Manager in keeping these commitments by refraining from any order, direction or request that would require Manager to violate the Code of Ethics mentioned above. Specifically, neither the Council nor any individual member thereof shall request Manager to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fund-raising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality and merit.

SECTION IX: GENERAL PROVISIONS

- A. Applicable Law.** This Agreement is made and deemed entered into in the State of Florida and shall in all respects be interpreted, enforced, and governed by the laws of this State.
- B. Entire Agreement.** This Agreement sets forth and establishes the entire understanding between the City and Manager relating to the employment of Reifler by the City. Any prior discussions or representations by or between the City and Manager are merged into and rendered null and void by this Agreement. The City and Manager by mutual written agreement may amend any provision of this agreement during the term of this Agreement. Such amendments shall be set forth in a written instrument signed by an authorized representative of each party and thereafter be deemed incorporated and made a part of this Agreement.
- C. Voluntary Execution and Hold Harmless.** Riefler acknowledges that his decision to enter into this contract is made freely and voluntarily, and that he has had the benefit of the opportunity to secure independent legal counsel and had the opportunity to obtain financial planning expertise as he deemed desirable or necessary before executing this Agreement. Manager further acknowledges that the City makes no promises, offers, no assurances, and cannot provide advice concerning the personal or individual financial ramifications of any decision he makes concerning his participation in any insurance, pension, or deferred compensation plan. Riefler therefore holds the City harmless concerning said financial or retirement consequences or ramifications related to decisions he makes concerning such matters.
- D. Execution in Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument. Photocopies, fax copies and electronic copies of signatures shall be deemed as binding as original signatures.
- E. Binding Effect.** This Agreement shall be binding on the City and Manager as well as their officers, agents, heirs, assigns, executors, personal representatives, and successors in interest.
- F. Modification.** The City Council, in consultation with Manager, may modify, amend, or fix such other terms and conditions of employment as may be determined from time to time to be necessary or appropriate, provided that such terms and conditions are not inconsistent with or in conflict with the City Charter or any other applicable law. Notwithstanding the foregoing, the City's (i) Employee Handbook; (ii) Personnel Policies and Procedures Manual, and (iii) City administrative policies, as adopted and revised from time to time by

the City Manager or City Council, shall apply to the Manager to the extent relevant and not in conflict with this Agreement or general law.

G. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to preserve their full force and effect as if they have been executed by both City and Manager subsequent to the expungement or judicial modification of the invalid provision.

H. Precedence. In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of City's policies, rules, resolutions, regulations, or ordinances, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over contrary provisions of the City's policies, rules, resolutions, regulations, or ordinances, or any such permissive law during the term of the agreement.

SECTION X: NOTICES

Notice pursuant to this Agreement shall be given by first class mail or hand delivery to the individuals identified as follows:

A. City:	Attn: City Mayor City of Belleair Beach 444 Causeway Boulevard Belleair Beach, FL 33786	Copy: Randol D. Mora, City Attorney Trask Daigneault, LLP 1001 S Ft Harrison Ave, Ste. 201 Clearwater, Florida 33756
B. Manager:	Kyle Riefler 2962 Chapin Pass Odessa, FL 33556	

The Parties to this Agreement shall make one another aware of any address changes for purposes of provision of notice.

IN WITNESS WHEREOF, the City of Belleair Beach has caused this Employment Agreement by and between the City of Belleair Beach, Florida, and Kyle Riefler, as City Manager to be signed and executed on its behalf by its Mayor upon approval by the City Council and duly attested by the City Clerk, and Manager has counter-signed and executed this Agreement, with the effective day and year first written above.

CITY OF BELLEAIR BEACH

CITY MANAGER

David Gattis, City Mayor

Kyle Riefler

Date

Date

ATTEST:

Patricia Gentry
City Clerk

APPROVED AS TO LEGAL FORM:

Randol D. Mora, Esq., B.C.S.
City Attorney

APPENDIX A:

See Kyle Riefler CV appended hereto

APPENDIX B: PRELIMINARY OBJECTIVES FOR CITY MANAGER

1. Establish and implement a structured grant policy or process. This process should proactively seek alternative or supplemental funding for any present or future Belleair Beach initiative, project, or acquisition. Although primarily focused on capital assets and infrastructure projects, the grant policy shall not be limited in scope to these topics. The goal of the grant policy or process is to maximize any diverse funding sources, beyond the City's traditional revenue sources, wherever possible. At minimum, the grant policy or process must: (a) designate a grant process "owner," which can, but need not be the manager; and (b) outline a method for evaluating and tracking grant applications with reference to the capital improvement plan (the "CIP") and budget process.
2. Develop and integrate a City of Belleair Beach "dashboard" or "scorecard." The purpose of this document would be to succinctly synthesize the metrics necessary to efficiently assess the progress or status of the City's Strategic Plan Goals and their relationship to the City's budget, CIP, and code enforcement efforts.
3. In collaboration with the appropriate advisors, work to review and update the City of Belleair Beach's Personnel Policy to ensure that personnel staffing, organizational structure, job descriptions, responsibilities, evaluations, expectations, benefits, and other accountability measures either align with existing conditions or otherwise reflect implemented policy changes.
4. Review the CIP and provide recommendations regarding improvements to better prioritize, accelerate or reduce costs.
5. Continue to embrace technological resources or solutions, wherever feasible. The goal is to streamline and improve communication with the City Council and City residents. Timely, thorough, proactive, and transparent communication with the City Council is critical to preserving an effective and desirable rapport between the City Council and the City Manager.
6. Continue progress for improving Gulf Boulevard aesthetics and resiliency. This includes undergrounding of utilities, improved lighting, signage, and measures to reduce traffic congestion.

Kyle Riefler, CFM, CPRP

813-735-0456

RESUME

Work Experience

City of Belleair Beach, 2018-Present

Interim City Manager, June 2022-Present:

- Manage all staff, operations, and budgets.
- Attend all meetings providing reports on City operations and projects.
- Present data driven plans and recommendations to assist City Council in legislation and policymaking.
- Approve projects for City Accountant, Attorney, Engineer and other contractual employees and review work.
- Maintain and renew all City contracts.
- Review and approve all permit applications.
- Inspect construction project to approve COs or issue violations.
- Represent City's case in code hearings.
- Prepare and manage project bids, RFQs, RFPs and RFIs.
- Answer public inquiries pertaining to floodplain management, construction, permitting, code compliance and maintenance.

Community Services Administrator / Assistant City Manager, 2018-Present:

- Manage staff and maintenance of all facilities, parks, right of ways, beaches, and easements.
- Oversee all marina operations and contracts.
- Prepare and administer the Public Works and Stormwater budgets including CIP.
- Update the Emergency Operation Plan and maintain NIMS certifications/training.
- Floodplain Manager and CRS Coordinator.
- Collect, organize, and report all NPDES MS4 data required for annual permit.
- Manage, inspect, and evaluate City projects.
- Review construction site plans and permit applications.
- Write grants for Federal Funding and manage reimbursement.
- Supervise and train Public Works Staff.
- Administer the FMIT Level 2 Safety Plan.
- Liaison for Park and Recreation Board.
- Manage special events.
- Correspond with residents to address concerns and achieve code compliance.
- Provide in-house IT support for all staff and manage all equipment.

City of Oldsmar, 2006-2018

Parks Operations Supervisor, 2016-2018:

- Managed sports complex, parks, and right of ways.
- Planned, inspected, and evaluated special projects.
- Corresponded with all sports organizations and advised in board meetings.
- Presented to the Leisure Service Advisory Board.

Kyle Riefler, CFM, CPRP

813-735-0456

Recreation Supervisor, 2014-2016:

- Managed a community center and senior center.
- Planned, coordinated, executed, and evaluated city-wide recreation programs and special events.
- Developed and implemented a comprehensive recreation customer service and marketing program that met the needs of the community.
- Wrote news releases, developed publicity, and performed public speaking for recreation programs and special events.
- Developed sponsorship programs and solicited sponsorship for city-wide special events.

Outdoor and Environmental Coordinator, 2009-2014

Recreation Center Coordinator, 2007-2009

Recreation Coordinator, 2006

Town of Herndon, 2004-2006

Recreation Coordinator:

- Scheduled activities, Registered participants, Night shift manager. Supervised youth programs and adult drop-in basketball.
- Lead "Kid at Hope" initiative.

Maryland-National Capitol Park and Planning Commission, 2004

Recreation Specialist:

- Purchased and reorganized fitness room equipment. Developed surveys and marketing brochures. Assisted in special events and summer camp.

Professional Certifications and Licenses

- ASFPM Certified Floodplain Manager
- Certified Playground Safety Inspector
- FDOT Temporary Traffic Control Intermediate
- FEMA IS-100, 200, 300, 700, 800, G-205, 400, FL-601
- FL DEP Best Management Practices
- FL Limited Commercial Fertilizer Applicator
- FL Turf and Ornamental Pesticide Public Applicator License
- Managing Floodplain Development through the NFIP
- NAYS Certified Youth Sports Administrator
- NRPA Certified Parks and Recreation Professional since 2014
- NRPA Parks Maintenance Management School (final exam highest score both years - earned tuition scholarship)
- Parking Enforcement Specialist
- University of Georgia Sports Turfgrass Management Certificate
- USA Archery Level 2 Instructor, ACA Level 1 Canoe Instructor, ACA Level 1 Kayak Instructor

Kyle Riefler, CFM, CPRP

813-735-0456

Education

University of Delaware, 2004 – Bachelor of Science - Park and Recreation Administration

Work-Related References

Al Braithwaite

Special Projects Manager at City of Oldsmar / City Manager of Oldsmar (*Retired*)
(727) 492-8479

Marie Dauphinais

Director of Planning & Redevelopment at City of Oldsmar (*Retired*)
(727) 366-9027

Adam Shor

Information Technology Administrator at City of Oldsmar
(813) 431-9209

Lynn Rives

City Manager of Belleair Beach (*Retired*)
(727) 303-2666