



City of Winter Garden
CHARTER REVIEW COMMITTEE
Regular Meeting Minutes
July 22, 2019

A **REGULAR MEETING** of the City of Winter Garden Charter Review Committee (CRC) was called to order by CRC Chairperson Derek Blakeslee at 5:30 p.m. at 300 West Plant Street, Winter Garden, Florida.

ATTENDANCE/ROLL CALL:

BOARD MEMBERS – PRESENT

Steve Ambielli	Andy Davis
Derek Blakeslee	Christopher Lee
Larry Cappleman	Ed McKinney
Phil Cross	Ron Mueller

OTHER ATTENDEES

Drew Smith – Facilitator
Mike Bollhoefer – City Manager
Angee Grimmage – City Clerk
Venice Alexander – Recording Clerk

ABSENT: Members Doug Bartow and Millie Lord

1. Call to Order

The meeting was called to order and a quorum was determined.

2. Approval of Minutes

Motion by CRC Member Mueller to approve regular meeting minutes of June 24, 2019 as submitted. Seconded by CRC Member McKinney and carried unanimously 8-0.

3. Public Comments - There were none.

4. Article III – CITY MANAGER

CRC Chairperson Blakeslee noted that Article III and IV were on the agenda and acknowledged City Manager Bollhoefer as being in attendance to assist the Committee in potentially pinpointing certain focus items.

City Manager Bollhoefer noted that the last Charter Review had been very thorough and they did an amazing job. He indicated that from within the perspective of a city manager they did a great job, keeping it pretty standard and very similar to other cities. He spoke of the three-two (2/3) vote which is required to remove the city manager; and the same for hiring. He indicated that although the qualifications are your basic ones; he would like to see a review on the residency requirement. He advocated for more leeway on this issue and gave an example of a neighboring city. He shared with the CRC the effects this requirement can have on the quality of life; how the city manager living within the community could sometimes

lead to isolation. He suggested the language could stay but should also offer the City Commission leeway to waive the requirement in extenuating circumstances. He noted that this is required by most cities and he understands the reasoning as to why, but noted that there is the downside. There was discussion on the City Commission's ability to extend this requirement, possible inclusion of commute options for a short term, and the actual intention of the original language.

CRC Chairperson Blakeslee suggested that City Manager Bollhoefer go through all of the items and then the CRC could circle back around to the beginning to have specific discussions on the language at that point.

City Manager Bollhoefer stated that this was his one suggestion and indicated that the previous review committee did a thorough job; noting the use of a model charter. He shared that he does not see anything within this language that needs attention.

Facilitator Smith inquired as to whether City Manager Bollhoefer was fine with the current contract terms and renewal process. **Mr. Bollhoefer** responded that he is fine with this and there was discussion on the term of the contract, and severance pay being six months of the salary. Mr. Bollhoefer shared information on this topic noting this is the practice when hiring good city managers.

City Manager Bollhoefer reiterated that this was so much modelled after the model charter that he does not see any major changes. **CRC Chairperson Blakeslee** invited Mr. Bollhoefer to stay and provide input on other matters within this review element.

Facilitator Smith distributed printouts of previous charter review items which were drafted for the committee to review; also included was answers to items for which attorney review was requested.

CRC Chairperson Blakeslee mentioned the link to the Municode.com library which allows review of almost every city in the state of Florida. He encouraged the committees' use of this tool during their research to see if certain wording may be standard language.

Sec. 26 – **Appointment of city manager; written contract** – there were no items.

Sec. 27 – **Removal of city manager**

CRC Member Cappleman addressed the overlapping of days as noted in Section 27 where it addresses the city manager requesting a public hearing. He suggested adding specifications to the second sentence. In the event a request for a hearing is filed, the removal process would be suspended in the event that it goes beyond the thirty (30) days cited initially. Mr. Cappleman noted that it could be stated that after filing such a request, brings about suspension of the removal date until after the public hearing. **Facilitator Smith** spoke to the potential intent of the "at least" language. He suggested that by adding that language it would

make it very clear that there is no termination until they are done with that process. **CRC Chairperson Blakeslee** noted that there should be language cleanup as to when the manager needs to reply in writing. He thinks that the manager should be required to file within 10 days. There was discussion on the timeframe and the ability of having a quick hearing in the midst of whatever the issue may be at the time. It was agreed to mark this paragraph and review other language from other agencies that might have addressed this already.

CRC Member Cappleman addressed the last sentence in this section and read the following excerpt: *“the above process is not applicable and the city commission may remove the city manager by an affirmative vote...”* He suggested that this is a fail to renew; they are not removing the city manager. **Facilitator Smith** inquired as to what vote would be required if they failed to renew. If there was not an affirmative motion to renew the contract, the contract would expire on its own terms. **CRC Member Mueller** inquired as to if someone made a motion and the motion failed due to a lack of a second, would that then preclude that there is no assumption of affirmation. **Facilitator Smith** respond that this is correct. It was suggested that the language stop after the phrase *“the above process is not applicable”*. **CRC Chairperson Blakeslee** clarified that the first part would be kept so that everyone would know that not renewing is different from terminating; there is no appeal process because the contract is not being renewed. **CRC Member Cappleman** noted that there is still the three-two (3-2) vote if following the process. The CRC consulted the City Manager Bollhoefer on this language and he noted that this would have no benefit for the manager as he could resign at any time and avoid being terminated. He suggested research on this item to make sure other cities have done the same; he noted it may be common but he does not know.

CRC Chairperson Blakeslee inquired of City Manager Bollhoefer how well the City had been in renewing his contract; had it been timely. **City Manager Bollhoefer** responded that this is terrible as no one remembers; everyone is busy doing other things and only months later is it noted that the contract has expired. He noted that this would only be a concern when there are issues with a city manager. He suggested that even with no contract, there should still be a vote; but with no appeal process.

CRC Chairperson Blakeslee noted that the sentence starting with “upon’ should be separate as it is two different subjects addressed in the one sentence. He suggested starting a different paragraph.

Sec. 28 – Qualifications

CRC Member Mueller agreed with City Manager Bollhoefer on the topic of constraints on where the individual lives. He is in favor of removing the residency requirement. **CRC Member Cappleman** inquired as to whether it should be replaced with a radius requirement. **CRC Member Mueller** responded no, he would not want to do that. **CRC Chairperson Blakeslee** suggested changing language to read “extend or waive” and allow the City Commission to have control over the issue. **Facilitator Smith** gave an example of the need for language giving

the city commission the power to decide whether or not this would work for their city. **CRC Member Cappleman** noted that he likes the waiver language and gave an example of the housing market and potential issues with selling a home in order to meet the residency requirement. **CRC Member Mueller** noted that the city is the city manager's work environment. **CRC Chairperson Blakeslee** noted that if the change is made to extend or waive, he suggests changing the 90 days to 180 days.

Sec. 29 – Absence, disability or suspension

CRC Member Mueller inquired of City Manager Bollhoefer about an assistant city manager. **Mr. Bollhoefer** responded that there are two assistant city managers. **CRC Member Mueller** addressed the issue of an assist city manager and potentially changing the language in Sec. 29 to address the hierarchy; establishing the chain of command within the work chart. There was discussion on the assignment of duties if the City Manager is out for less than 30 days; **Mr. Bollhoefer** noted that this is standard language for a lot of cities. **Mr. Bollhoefer** referred to an appointment letter that would be held by the City Clerk's office for an appointment in the case of an emergency; but noted that he has not completed one but it was done in the past. **CRC Member Mueller** noted that since there are already assistant city managers in place it would be an assumption of duty that there would then be a replacement in case of 30 days or more. **City Manager Bollhoefer** noted that there would not be any issue. The city would continue on if something should happen as the City Commission would make an appointment at the next meeting.

Sec. 30 – Powers and duties

CRC Member McKinney inquired as to the process when termination is necessary, or a reassignment; what is the appeal process. **City Manager Bollhoefer** noted that this would be covered in the personnel manual. **Mr. Bollhoefer** explained the process and noted that this is the case for both the Fire and Police unions. **CRC Member McKinney** noted that it was not stated in the charter thus his request for clarification on the matter. There was discussion on items to be included in a charter versus those positions and powers to be addressed by a personnel manual. **CRC Chairperson Blakeslee** noted that subsection (3) does not address the city manager attending the city commission meetings as he noted an excerpt from the City of Winter Park and Gainesville. He also addressed the issue of specifying who is in charge in the case of a disaster or an emergency. There was discussion on where this type of clause or language would be used; whether in a charter or in a personnel manual. **CRC Member Davis** read an excerpt from Article IV, Section 32(2) that addresses this issue. **CRC Member McKinney** noted an issue where there might be a weak department head and the hiring of personnel in those positions to run those departments within the guidelines set forth. There was discussion on crafting the language and having it reviewed by the CRC and City Manager.

CRC Member Mueller addressed a question to City Manager Bollhoefer regarding Section 30(11) and whether it needed to be more specific. **Mr. Bollhoefer** responded that he likes it more broad based along with the corporate model; in this way, if the City Commission feels

they need more direction on more meetings they have the option to choose.

Sec. 31 - Reserved

5. Article IV – CITY DEPARTMENTS AND OFFICERS

Sec. 32 – Department organization – there were no noted changes.

Under Section 32(1) the CRC discussed department heads and the city manager being solely responsible for their appointment and removal with no intercession requirements of the city commission. Also discussed was the ability for personnel to have due process and if not satisfied with the result, have the ability to appeal. City Manager Bollhoefer also noted that the City Commission does have the right of investigation of the city manager if need be.

Sec. 33 – City clerk – there were no noted changes.

Under Section 33 **CRC Chairperson Blakeslee** noted that this position is one that is appointed by the City Commission and not by the City Manager. **CRC Member Cappleman** noted that the last part of this section notes that the city manager may not interfere unless so directed by the City Commission. **CRC Chairperson Blakeslee** explained that a part of this is due to the City Clerk's duties in regards to elections.

Sec. 34 – City attorney – there were no noted changes.

Sec. 35 – Police department; chief of police – there were no noted changes.

Under Section 35 **CRC Member Cappleman** inquired as to why the police department was singled. **City Manager Bollhoefer** noted that it is because of the authority they have with arrests and the level of power that they have is higher. He noted that this is seen in a lot of cities. It is such a political position that a lot of city commissions like being able to appoint their police chief. There was discussion of the distinctions between the police and fire departments and other agencies that may or may not have their own services. **CRC Member Cross** noted that a review may be needed to add the fire department and he expressed how both departments impact the health and safety of the community. He noted the large responsibility of the fire department to the community with fires, rescues and medical. There was further discussion on whether or not it would be beneficial to bring the fire department into the charter. **CRC Chairperson Blakeslee** noted that the goal is to improve the charter and to be sure that anything done is for a specific reason. There was discussion on the hiring and termination of both police and fire. **City Manager Bollhoefer** noted that the city manager is a long term situation with careful attention to the relation of the manager and the police chief as it can become very political. **CRC Member Cappleman** noted that subsection (1) and (3) could be stricken and leave subsection (2). He stated that (1) speaks of the structure of the department and (3) addresses the duties; all of this is under the responsibility of the city manager. **Facilitator Smith** noted that (1) and (3) are still important because the city commission has such a bigger role in the hiring and retention of the police chief. He stated

that (1) and (3) clarify the city manager’s authority over the chief of police. **CRC Member Mueller** inquired as to whether a special class is being created by having the police chief in the charter. **Facilitator Smith** explained that they are technically a charter officer by having the position in the charter, but this does not increase the level of privilege or benefit. There is no legal distinction being created between the police and fire chief or some other department.

Sec. 36–37 **Reserved** – there were no noted changes.

City Manager Bollhoefer left at this point in the meeting at 6:29 p.m.

6. **GENERAL DISCUSSION**

Facilitator Smith distributed a handout of compiled information from previous meeting discussions, which included definitions and research of case law. The documents covered topics of moral turpitude, notices for special meetings and a two-thirds (2/3) votes requirement of the City Commission when enacting an emergency ordinance.

CRC Chairperson Blakeslee addressed future meeting scheduling and discussion. He noted that August 12 will cover Article V and VI, August 26 to cover the last two items. He noted that on August 26 would be a possible review of all items. He suggested that September 9 would be skipped with September 23 as the finalized review. He asked that everyone review everything through the end of the charter.

CRC Member McKinney commented about the basis for his line of questions in earlier portions of the meeting. He noted that after due process and appeals, when an item finally gets to court, some people will note that the elected officials were absent from the process. He feels that ultimately some power in these cases should be held by the elected officials. There was discussion on having the personnel manual for reference but it would not be referenced in the charter; once in the charter it is hard to change how things operate.

7. **Adjournment**

Motion by CRC Member Mueller to adjourn meeting. Seconded by CRC Member Cross and carried unanimously 8-0.

The meeting adjourned at 6:36 p.m.

Attest

Approved

_____/S/_____
Angee Grimmage, City Clerk

_____/S/_____
Derek Blakeslee, CRC Chairperson