

**CITY OF WINTER PARK
REGULAR MEETING OF THE CITY COMMISSION
September 24, 2007**

The meeting of the Winter Park City Commission was called to order by Mayor David Strong at 3:30 p.m. in the Commission Chambers, 401 Park Avenue South, Winter Park, Florida.

The invocation was given by Father Richard Walsh, St. Margaret Mary Catholic Church, followed by the Pledge of Allegiance.

Members present:

Mayor David Strong
Commissioner Douglas Metcalf
Commissioner John Eckbert
Commissioner Margie Bridges
Commissioner Karen Diebel

Also present:

City Attorney Trippe Cheek
City Manager James Williams (through City Attorney's Report)
Assistant/Interim City Manager Randy Knight
City Clerk Cynthia Bonham

Mayor's Report:

Mayor Strong announced that the budget hearings may not begin at 5:00 p.m. and that they will conclude any item they are discussing at that time before beginning the budget hearings.

- a) Board appointments: Environmental Review Board (2 appointments). Mayor Strong nominated Karolyn Foreman and Vicki Krueger.
Public Art Advisory Board (1 appointment) Mayor Strong nominated Michele Hipp.

Seconded by Commissioner Bridges. Commissioner Eckbert stated he preferred more time to review the applicants and that this was not the environment he preferred to review them. Commissioner Diebel inquired about other applications on file of residents interested in these positions. Mayor Strong asked Executive Assistant Michelle Gervy to provide the Commission with a list of applications for the two boards.

Motion made by Commissioner Diebel to table the appointments until the next meeting; seconded by Commissioner Eckbert and carried unanimously.

- b) Presentation by D. Trismen/Attorney

Winter Park Attorney Trismen introduced his attorney Ross Burnaman and departed the room. Attorney Burnaman addressed the letter he sent to City Attorney Cheek on September 11 regarding the adoption of the City's comprehensive land use plan. He asked the Commission to rescind the comprehensive plan because of legal defects he determined in reviewing the plan. He summarized his background. He addressed the letter sent back to him on September 20 from Attorney Cheek. He believed they were not in agreement regarding the City's plan, causing Mr. Trismen to file suit against the City which he intended to do in Leon County Circuit Court this week. He stated he also informed the Department of Community Affairs lawyers that they are filing suit against them. He suggested meeting together after the suit is filed to see if there is an amicable way to resolve the issue. He stated he discovered within the recent rewrite of the comprehensive plan, deficiencies with the manner in which the City is conducting its comprehensive planning. He asked that the City expeditiously rescind the plan.

Commissioner Eckbert asked Attorney Cheek to characterize the nature of the objections raised and what his viewpoint was. Attorney Cheek summarized what Mr. Burnaman believed were the defects. He commented he believed none of them were of such a significant nature to likely result in the undoing of the ordinance. Commissioner Eckbert agreed with Attorney Cheek's observations and stated these are primarily administrative type technicalities rather than substantive to do with the comprehensive plan. Attorney Cheek stated the objections deal with the procedure for adoption of an ordinance and not with the substance of the plan.

Action Items:

- a) Approve the minutes of 9/10/07.
- b) Approve the following bids:
 - 1) Enter into negotiations for RFQ-29-2007 Surveying & Mapping Services with the first ranked firm, Southeastern Surveying and continuing through the rankings until a successful negotiation has been achieved.
 - 1. Southeastern Surveying
 - 2. GAI Consulting
 - 3. Bowyer-Singleton
 - 4. Holt Surveying
 - 5. MACTEC
 - 2) Award of IFB-30-2007 Lot Cleaning for Code Enforcement as follows:
 - 1. Primary contractor: GMJ Services, Inc.
 - 2. Secondary contractor: A Sun State Trees
 - 3) Contract extension with Respect of Florida for daily maintenance of four Parks restrooms; \$40,596.12 (Budget: Parks Maintenance/Contingency Fund).
 - 4) Award of IFB-34-2007 Howell Branch Preserve Park Boardwalks and Decks to Paragon Development & Construction; \$68,980.00 (Budget: Howell Branch Preserve Project (Florida Communities Grant Funded)).

Motion made by Commissioner Metcalf to approve the Action Items a and b; seconded by Commissioner Bridges and carried unanimously.

- c) Establish a policy for discussion and decisions on non-agenda items.
REMOVED FROM ACTION ITEMS FOR DISCUSSION. SEE BELOW.
- d) Increase in Waste Management solid waste collection rates of 2.5%.

The Commission received the following information in their package concerning this item:

ACTION REQUESTED: Approve Waste Management's requested increase of 2.5% in solid waste collection rates.

KEY ELEMENTS/FACTS IMPACTING DECISION: The City's agreement with Waste Management provides for adjustments in rates based on the change in cost of doing business as measured by fluctuations in the Consumer Price Index (CPI), U.S. Average, South Group for all items, All Urban Wage Earners and Clerical Workers, published by the U.S. Department of Labor Statistics for the preceding 12 month period ending March 31. If approved by the City Commission, the new rates are to take effect for services billed by the City in October. Staff has confirmed the 2.5% increase in the CPI index.

ALTERNATIVES CONSIDERED: The requested increase is in accordance with the provisions for increases in the City's Agreement with Waste Management.

BUDGET IMPLICATIONS: There will only be a budget implication if the City does not pass on the increase to the customers. A 2.5% rate increase would increase the monthly residential rate from \$14.78 to \$15.15 and the commercial rate per cart from \$23.28 to \$23.86. Monthly residential rates for the same twice a week garbage, once a week recyclables and once a week yard waste collection services as of July 2007 are as follows. Waste Management is also requesting that the 2.5% increase apply to its other rates.

Casselberry	\$14.94
Oviedo	\$15.29
Lake Mary	\$15.50
Seminole County	\$15.75
Altamonte Springs	\$16.25
Longwood	\$16.39
Sanford	\$16.99
Maitland	\$18.00
Winter Springs	\$18.10

STAFF RECOMMENDATION: Approve the requested 2.5% increase in garbage collection rates.

Motion made by Commissioner Metcalf to approve Action Item d; seconded by Commissioner Bridges and carried unanimously.

- e) Budget adjustments for Building/Code Enforcement for training and vehicle purchase.

The Commission received the following information in their package concerning this item:

KEY ELEMENTS/FACT IMPACTING DECISION: 1) Purchase of vehicle to replace old (1996) truck not on the vehicle replacement program requiring continuing costly repairs; 2) Transfer of inspector training fees to cover education publication and training.

PROCESS TO DATE: 1) Older vehicles cannot be replaced except through this request to use excess permit fees; 2) Training and educational (code) publications are covered under ongoing collection of inspector training fee with each permit issued.

ALTERNATIVES CONSIDERED: Removing funds from general fund is not necessary since permit fees are dedicated for use in building code enforcement per State Statute and are kept as reserve funds.

BUDGET IMPLICATIONS: None. All costs are self-funded from building permit fees.

STAFF RECOMMENDATION: Approve budget adjustment.

Motion made by Commissioner Metcalf to approve Action Item e; seconded by Commissioner Bridges and carried unanimously.

- f) Broadcasting City Commission meetings on website and/or television.

REMOVED FROM ACTION ITEMS FOR DISCUSSION. SEE BELOW.

The following items were pulled from the Action Item list and discussed separately:

Action item c: Establish a policy for discussion and decisions on non-agenda items.

The following information was provided to the Commission in their package:

ACTION REQUESTED: Establish a policy that any non-agenda item brought up by a member of the public, staff or a commissioner that either changes an established policy or potentially sets a new precedent in interpretation of a policy, be scheduled for a future agenda when appropriate backup can be provided to the Commission.

KEY ELEMENTS/FACTS IMPACTING DECISION: When items are brought up that are not on the agenda, the Commission is put in the position of making a decision without all of the relevant information before them.

ALTERNATIVES CONSIDERED: We considered changing the policy that the Commission not even discuss non-agenda items, but that is not realistic. Often times these are non-policy issues that can be entertained without the need for supporting documentation.

Mayor Strong addressed his interpretation of non-agenda items. He stated he is willing to accommodate persons asking to speak at the last moment as long as they are discussing an issue that is informational and not requiring a decision. Mayor Strong clarified his policy that if someone comes to him after the agenda has been set and wants to make a presentation of any topic he believes will be of interest, he will generally allow that for a limited time at that meeting. He stated he is willing to reconsider his approach if necessary but will continue in this fashion if the Commission agrees to that.

Commissioner Bridges stated she is not opposed to people giving input and information but is uncomfortable with an action item coming up where they have not received all the information to make a decision. Commissioner Metcalf agreed and stated he would rather schedule any potential controversial items on the agenda. City Manager Williams clarified the intent of the agenda item.

Commissioner Eckbert agreed that issues can be listened to that do not require action. He suggested not bringing up items not on the agenda unless it is something that cannot wait and refer the item to staff for the next meeting. There was a consensus to allow people to talk that cannot make a meeting where the item will be discussed. Commissioner Bridges asked if this also applies to items the Commission brings forward that have not had discussion. She clarified the intent is that when looking at the item before them, they will listen to the New Business item that a Commissioner wants to discuss, have time to review the item, and not take action that evening. Mayor Strong agreed.

Motion made by Commissioner Eckbert to adopt the policy we just discussed, seconded by Commissioner Metcalf and carried unanimously with a 5-0 vote.

Action Item f: Broadcasting City Commission meetings on website and/or television.

The Commission was provided the following information in their package concerning this item:

KEY ELEMENTS/FACT IMPACTING DECISION: February 27, 2006 - Presentation was made by the Communications Department regarding the enhancement of communications through the broadcasting of City Commission meetings on Orange TV at a cost of \$38,000 - \$48,000 annually. This cost included use of Orange TV staff and equipment. No action was taken at this meeting.

2006 Resident Survey - When asked how supportive residents are of a \$50,000 annual expenditure to broadcast City Commission meetings on the government access channel, most residents stated that they are not supportive of such spending (65% rated 1 or 2 on a 5-point scale). Only 17% are supportive (rated 4 or 5 on a 5-point scale).

PROCESS TO DATE: Due to budget cuts, Orange TV is no longer able to provide equipment and staffing for Winter Park City Commission meetings.

Met with the following organizations to discuss the project: City of Oviedo vendor, Videography Services; Winter Park/Maitland Observer; City of Orlando; and Orange County

ALTERNATIVES CONSIDERED: Option 1: Broadcast on city Web site only; Option 2: Broadcast on city Web site and Orange TV; Option 2a: Purchase equipment; Option 2b: Rent equipment; or Option 3: Maintain existing methods of accessing City Commission meetings on Internet

BUDGET IMPLICATIONS:

Option 1: Broadcasting on Web site only

- Purchase equipment; \$13,000 – (Videography Services/City of Oviedo vendor quote)
- Archiving files for Internet accessibility; \$17,500 – (Winter Park/Maitland Observer quote); \$7,500 – (ITS estimate)
- Total: \$20,500 - \$30,500

Option 2: Broadcasting on Web site and Orange TV

Option 2a: Purchase equipment; \$20,923.00 – (Videography Services/City of Oviedo vendor quote); \$57,149.85 – (Winter Park/Maitland Observer quote includes archiving); \$125,000 – \$150,000 – (City of Orlando & Orange County estimates);

Option 2b: Rent equipment; \$95,625 (Winter Park/Maitland Observer quote includes archiving)

STAFF RECOMMENDATION: Taking into consideration the survey results, the state mandated budget reduction this upcoming fiscal year and the potential of a new city hall, staff recommends Option 3: Maintain existing methods of accessing City Commission meetings on Internet.

Commissioner Eckbert agreed with the staff recommendation that this is not the right time to move forward because of the budget restraints. He stated he would be interested to know how

many people are listening in during the live audio and after the fact. Communications Director Howard will provide a report to the Commission.

Motion made by Commissioner Eckbert to approve staff's recommendation on Action Item f, seconded by Commissioner Bridges and carried unanimously.

City Attorney's Report:

- a) Discussion regarding the City Manager's contract.

Per the meeting of October 22, 2007, the verbatim transcript of this agenda item is incorporated at the end of the minutes. Public comments were not included in the verbatim transcript.

The following spoke in favor of retaining City Manager Williams:

Ex-Mayor Kip Marchman, 1641 Palm Avenue
Ex-Mayor Allen Trovillion
Michael Harbison, 2150 Forrest Road
Eleanor Fisher, 1620 Mayflower Court
Ex-Commissioner Peter Gottfried, 1841 Carollee Lane
Ex-Mayor Gary Brewer, 1250 S. Denning
Ex-Mayor Joe Terranova, P.O. Box 232
Kim Allen, 271 Virginia Drive
Michael Dick, 823 Granville Drive
Barry Carson, 720 N. Pennsylvania Avenue
Sally Flynn, 1400 Highland Road
Carolyn Cooper, 1047 McKean Circle
Matthew Helms, 12934 Forestedge Circle, Orlando

Recess taken from 5:23 – 5:31

Lurline Fletcher, 790 Lyman Avenue
Thaddeus Seymour, 1804 Summerfield Road
Barry Greenstein, 2348 Summerfield Road
Susan Gabel, 1539 Golfside Drive
Will Graves, 3048D George Mason Drive (non-resident)
Director of Building George Wiggins
John Lupo, Parks Department

Anna Currie, Human Resources Manager, clarified and justified the increases shown in compensation by Commissioner Eckbert during his presentation of his facts. She explained the increases in benefits in the last number of years in health insurance and workers compensation. She also summarized the functions brought in-house; Fleet, some of our own paving, added the electric utility which have caused additional personnel on the administrative side and utility billing, added parkland which requires more personnel to maintain, and annexed land which requires personnel. She stated there has been a lot of growth in the City and the cost of staying competitive has grown.

Jon Askins, Fire Department

David Devereaux, Fire Department
Larry Lokken, 719 French Avenue
Janie Baker, 650 Northwood Circle
Rudolph Scott, 750 Northwood Circle

City Manager Williams exited the meeting after the hearing and Randy Knight resumed the position of Interim City Manager at the dais. Mr. Knight accepted the role of Interim City Manager.

Public Hearings:

- a) ORDINANCE NO. 2721-07: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE IV, "SIGN REGULATIONS" SO AS TO ALLOW ONE ADDITIONAL POLITICAL OR CAMPAIGN SIGN TO BE PLACED ON EACH STREET FRONTAGE OF A PROPERTY. Second Reading

Attorney Cheek read the ordinance by title. No public comments were made. Mayor Strong clarified that a property owner is allowed one campaign sign for each City candidate and one sign for a national candidate or other candidate. Mr. Wiggins stated that was correct and there could be more signs depending on the election ballot.

Motion made by Commissioner Metcalf to adopt the ordinance, seconded by Commissioner Bridges. Upon a roll call vote, Mayor Strong and Commissioners Bridges, and Metcalf voted yes. Commissioners Eckbert and Diebel voted no. The motion carried with a 3-2 vote.

- b) AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE IV, "SIGN REGULATIONS" SO AS TO CHANGE THE ALLOWABLE SIZE OF A POLITICAL OR CAMPAIGN ISSUE SIGN FROM TWO (2) SQUARE FEET TO THREE (3) SQUARE FEET. First Reading

Attorney Cheek read the ordinance by title. Building Director George Wiggins explained that the size of signs was addressed in the ordinance because they received information from Kit Pepper that the presidential election signs were between two and three square feet. Commissioner Metcalf commented that he was unsure that increasing the size of the signs to three square feet improves the look or the feel of the City.

Jean Cumming, 902 Golfview Terrance, asked that they not increase the sign sizes. She commented agreed with the miscellaneous yard signs for up to 30 days as long as it was their land and they agreed to it being in their yard.

Kit Pepper, 2221 Howard Dr. stated that she did not believe the City signs should be changed in size. She stated the City signs could have an entirely different list of requirements and they could stay within the size that they normally are. She addressed her memo to Mr. Wiggins where she thought that all City election signs should be required to state where signs can be posted and to print it on the back. Ms. Pepper also spoke about the miscellaneous signs and stated that Code Enforcement should be given the authority to tag a sign with an expiration date and if goes beyond that date it is taken down.

Motion made by Commissioner Metcalf to deny the ordinance; seconded by Commissioner Eckbert. Upon a roll call vote Commissioners Bridges, Eckbert, Metcalf and Diebel voted yes. Mayor Strong voted no. The motion carried with a 4-1 vote.

- c) AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE IV, "SIGN REGULATIONS" SO AS TO ALLOW A MISCELLANEOUS YARD SIGN FOR UP TO 30 DAYS ON SINGLE FAMILY RESIDENTIAL PROPERTIES. First Reading

Attorney Cheek read the ordinance by title. Mr. Wiggins explained the ordinance allows you to post one sign for any purpose they choose with limitations in the language based on the content. He stated there was clarification that this could not be used as a source to place an additional sign such as a real estate sign and there is a requirement that the City is notified up to 30 days after the posting date. He suggested a trial period and to implement this for six months to a year. Mr. Wiggins answered questions.

Commissioner Metcalf expressed concerns with the hardship this could place on code enforcement by spending a large portion of their time chasing sign issues. Commissioner Eckbert stated he wanted this to be tabled because it is an issue that needs to be further addressed. He asked for suggestions on how to deal with these miscellaneous yard signs.

Motion made by Commissioner Eckbert to table the ordinance; seconded by Commissioner Bridges. Upon a roll call vote, Mayor Strong and Commissioners Bridges, Eckbert, Metcalf and Diebel voted yes. The motion carried unanimously with a 5-0 vote.

- d) Adjustments to the City Fee Schedule to be effective October 1, 2007.

Finance Director Wes Hamil explained the adjustments to the fee schedule. The items included a \$15 fee to process the business certificate (occupational license), increase of garbage service rates by 2%, increase in stormwater rates by 12%, increase in water and sewer rates by 3.09%, small increases on tree removal permits, and rental rates for the new Welcome Center.

Jean Cumming, 902 Golfview Terrance asked if they had control over these fee schedules. Interim City Manager Randy Knight stated they have control over some but not over the Waste Management fee because they are entitled to that CPI by contract.

Lurline Fletcher, 790 Lyman Avenue, disagreed with Waste Management getting an increase because they only have two pickups per week on the Westside.

Carolyn Cooper, 1047 McKean Circle, asked if there was change in the tree removal fee. She asked that number be substantial for those fines.

Motion made by Commissioner Eckbert to adopt the fee schedule; seconded by Commissioner Metcalf. Upon a roll call vote, Mayor Strong and Commissioners Bridges, Eckbert, Metcalf and Diebel voted yes. The motion carried unanimously with a 5-0 vote.

- e) AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE V, "ENVIRONMENTAL PROTECTION REGULATIONS" DIVISION 6, "TREE PROTECTION" SO AS TO ADOPT NEW TREE PROTECTION AND TREE REMOVAL REGULATIONS. First Reading

Attorney Cheek read the ordinance by title. Building Director George Wiggins explained that in May 2007 the Commission discussed the tree preservation ordinance and enacted several other provisions at that time. He stated they appointed a citizens committee who reformatted the ordinance by making it clearer, more effective and containing better enforcement. He stated the Tree Preservation Board also reviewed the ordinance and were in favor of the changes. Mr. Wiggins gave a brief summary of the ordinance.

Lurline Fletcher, 790 Lyman Avenue, asked about the definition of non-specimen trees. Mr. Wiggins explained they are trees between 9" and 24".

Kit Pepper, 2221 Howard Drive, stated she was happy to work with the informal committee established by the Mayor to look at the tree ordinance. She stated the new ordinance preserves today's tree canopy. She encouraged the Commission to adopt it and place it into effect as soon as possible.

Motion made by Commissioner Bridges to accept the ordinance on first reading, seconded by Commissioner Eckbert. Upon a roll call vote, Mayor Strong and Commissioners Bridges, Eckbert, Metcalf and Diebel voted yes. The motion carried unanimously with a 5-0 vote.

- f) Subdivision request - Ira Kitograd to split the property at 1671 Sunset Drive into two buildable single family lots.

Planning Director Jeff Briggs explained the lot split request. He stated it meets the R-1A zoning, both lots meet the minimum 75 foot width and each lot is about 10,000 square feet of lot area. He stated it also meets the comprehensive plan test, 71 % of the lots in that area are 75 feet or smaller and the applicant submitted perspective house plans for the two lots. He stated that the Planning and Zoning Commission (P&Z) has recommended approval with the condition that the specific house plans come back to them for subsequent review.

Attorney John Dimafi, 801 North Orange Avenue spoke on behalf of the applicant. He stated they are in agreement with the P&Z recommendation but was against returning to the P&Z with the house plans for their approval. He explained that these lots are not owned yet and there are no buyers for these homes so they are spec homes and the plans may or may not change. He asked for approval and stated they will build it in accordance with the code.

Michael Dick, 823 Granville Drive, explained why the P&Z approved the lot split exclusive of the home plans.

Mr. Dimafi commented that over 80% of the homes are either front loaded garages or have no garages and asked for clarification on what would be approved or not approved. He stated they would prefer a side entrance, a garage and the flexibility of a front entrance.

Motion made by Commissioner Eckbert to approve the lot split consistent with P&Z's recommendation and such approval should not be unreasonably withheld if it is substantially consistent with the code; seconded by Commissioner Bridges. Upon a roll call vote, Mayor Strong and Commissioners Bridges, Eckbert, Metcalf and Diebel voted yes. The motion carried unanimously with a 5-0 vote.

- g) AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO CHANGE THE EXISTING MULTI-FAMILY RESIDENTIAL (R-3) ZONING TO CENTRAL BUSINESS (C-2) DISTRICT ON THE PROPERTY AT 354 HANNIBAL SQUARE, EAST, MORE PARTICULARLY DESCRIBED HEREIN. First Reading

Attorney Cheek read the ordinance by title. Mr. Briggs spoke about the principal item of the rezoning request of 354 Hannibal Square East from (R-3) Multi-Family Residential to (C-2) Central Business District Commercial. He explained this was the former location of the Sportz Inn Bar and in 1971 was rezoned to Residential; the applicant was asking that half of it go back to its commercial status because the plan is to re-establish a convenient store. He stated it will be re-built to a new two-story 3,100 square foot retail/residential building. Mr. Briggs explained this was originally a request for rezoning in May 2006 and the P&Z denied the request so they petitioned during the comprehensive plan transmittal public hearing and received approval to change the comprehensive plan land use map from Residential to the CDB. He said they are entitled to the C-2 zoning and the convenient store will be a nice amenity to the area.

Mr. Briggs also discussed the parking issue and stated the applicant submitted a parking matrix on their parking requirements. He stated that P&Z recommended approval with six conditions this included 1) Effective date of approval when the comprehensive plan has been approved by the State; 2) Approve the requested variance for the seven parking spaces; 3) First floor is to remain a convenience store; 4) Elevations are to be revised to reflect the 35-foot height restriction; 5) Overhangs are to stay within the right-of-way; and 6) Agreements (Stormwater, retention, etc.) are to reviewed by the City Attorney. Mr. Briggs answered questions.

April Krisheman, Esq. P.O. Box 350, stated they administratively conform to the comprehensive plan and asked to allow the C-2 zoning. She stated they have a problem with one of the six provisions and asked for consideration on item #5 regarding the overhangs in the right-of-way. She presented slides of the convenient store, the proposed retail/residential building and other buildings with overhangs and asked the Commission to allow the overhang of 2 feet.

Michael Dick, 823 Granville Drive, clarified that P&Z was not objecting to the overhang but that a portion of the overhang was encroaching into setbacks or right-of-ways.

Carolyn Cooper, 1047 McKean Circle, commented she believed this was a land use change that has not gone through the appropriate due process and has not received the appropriate notification in the newspaper. She stated that if this is correct they should table this issue.

Lurline Fletcher, 790 Lyman Avenue, agreed that this should be tabled.

Mr. Briggs addressed condition #5 and that it did not matter if this was a part of the motion or not. He explained they can encroach with an overhang without an encroachment agreement and it is a common feature with many of the buildings in the area. He stated that Public Works can look at the overhang and provide an encroachment agreement if necessary. He explained there is time for them to do this because the rezoning will not be effective until the comprehensive plan issue is settled.

Motion made by Commissioner Eckbert to accept the ordinance on first reading and approve the recommendations of the P&Z and Mr. Briggs' understanding of how the

overhang is going to be dealt with; seconded by Commissioner Metcalf. Upon a roll call vote, Commissioners Eckbert, Metcalf and Diebel voted yes. Mayor Strong and Commissioner Bridges voted no. The motion carried with a 3-2 vote.

- h) RESOLUTION NO. 1982-07: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA REGARDING E-MAIL COMMUNICATIONS DURING COMMISSION MEETINGS AND OTHER BOARD MEETINGS; SUPPORTING THE ELIMINATION OF SUCH DEVICES DURING COMMISSION MEETINGS AND OTHER BOARD MEETINGS; PROVIDING AN EFFECTIVE DATE.

Attorney Cheek read the ordinance by title. He stated that he was asked to draft this resolution by Commissioner Bridges. Commissioner Bridges stated she has been contacted by many residents who expressed concerns that Commissioners are using their laptops and/or blackberry's during the meetings and they feel they are not receiving the full attention of the Commissioners which they are entitled to have. She agreed with that observation. Commissioner Eckbert agreed that the citizens deserve the Commission's full attention but the solution was unnecessary. He believed the proposition diminishes their capabilities.

Carolyn Cooper, 1047 McKean Circle, expressed concerns with Commissioners using their blackberry and taking communications from unknown parties and not giving their full attention to the residents. She believed this resolution would help restore confidence and faith that this Commission is truly representing all of the people on an equal basis.

Motion made by Commissioner Bridges to adopt the resolution, seconded by Mayor Strong. Upon a roll call vote, Mayor Strong and Commissioner Bridges voted yes. Commissioners Eckbert, Metcalf and Diebel voted no. The motion failed with a 3-2 vote.

Non-Action Items: There were none.

New Business (Public):

1. Michael Dick, 823 Granville Drive, addressed P&Z's request that the Commission direct the City Attorney to draft the moratorium ordinance for presentation at the next meeting.

There was a consensus to place this on the next agenda. Commissioner Diebel commented that the Commission had agreed with a time frame for the adoption of the form based code and the completion of the Architectural Task Force within one year. She commented she would like to look back at when they previously agreed to have a schedule/timeframe for the Architectural Task Force work to be completed. She asked that the Planning and Zoning Commission (P&Z) come forth with their timetable and recommendations. Mayor Strong agreed that he would like to hear P&Z's recommendation and discuss if this should be advertised as a public hearing.

2. Donna Colado, 327 Beloit Avenue, addressed an issue discussed several months ago regarding the relocation of a transformer that was located on Mr. Dan Bellows property and asked about the outcome. Public Works Utility Liaison Terry Hotard stated that Mr. Bellows was charged \$2,500 for the relocation of the overhead facility.

New Business (City Commission):

Commissioner Diebel suggested that the earlier resolution could have been discussed under New Business before crafting it into a resolution. She addressed discussing this first then deciding if it needs to be in the form of a resolution for a subsequent meeting which could become a normal course of action. Mayor Strong stated that he has asked Attorney Cheek to prepare resolutions and ordinances prior to any discussion and any Commissioner has that opportunity. Attorney Cheek responded that he takes direction from each of them.

Mayor Strong stated unless they want to make another policy he will continue to ask Attorney Cheek to prepare resolutions and ordinances that he thinks are appropriate for consideration. He commented if they want another policy they could make a motion or place it on the next agenda rather than taking an action tonight. Commissioner Eckbert commented that could be considered under the context of Robert's Rules of Order of how they conduct themselves and it may be worthwhile to consider Commissioner Diebel's ideas. Mayor Strong stated that he would like policies and how they conduct themselves placed on the agenda for the next meeting. Attorney Cheek clarified that if one of the Commissioners asked him to draft something he will do it until he receives specific guidance that he is not supposed to. Mayor Strong commented that they were all in favor of that.

Millage and budget public hearings:

Mayor Strong opened the public hearing and read into the record the following: "The millage rate needed for Fiscal Year 2008 to generate the same property tax revenue for the City as in 2007, based on the Property Appraiser's certification, is 4.3901 mills. The budget proposed by the staff with amendments generally agreed to by the City Commission requires a millage of 3.9950 mills. This proposed millage of 3.9950 mills would represent a decrease in property taxes not counting new construction and the City's dedicated increment value payment to the Community Redevelopment Agency of 9.00%. In addition, a .2186 mill voted debt service is levied to cover the debt service of the General Obligation Bonds, Series 2001 approved by the citizens of Winter Park at the May 16, 2000 bond referendum, and a .09370 mill voted debt service is levied to cover the debt service of the General Obligation Bonds, Series 1996 approved by the citizens of Winter Park at the June 4, 1996 bond referendum."

Attorney Cheek read both ordinances by title. Both were acted upon simultaneously. Finance Director Wes Hamil presented the two ordinances for the second hearing.

ORDINANCE NO. 2722-07: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA ADOPTING A 3.9950 MILL AD VALOREM TAX LEVY UPON ALL REAL AND PERSONAL PROPERTY FOR APPROPRIATION TO THE GENERAL OPERATING EXPENSES OF THE CITY, A .2186 MILL VOTED DEBT SERVICE LEVY UPON ALL REAL AND PERSONAL PROPERTY FOR APPROPRIATION TO THE CITY OF WINTER PARK, FLORIDA GENERAL OBLIGATION BONDS, SERIES 2001, AND A .0937 MILL VOTED DEBT SERVICE LEVY UPON ALL REAL AND PERSONAL PROPERTY FOR APPROPRIATION TO THE CITY OF WINTER PARK, FLORIDA GENERAL OBLIGATION BONDS, SERIES 2004. Second Reading

ORDINANCE NO. 2723-07: AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2007 AND ENDING SEPTEMBER 30, 2008; APPROPRIATING FUNDS FOR THE GENERAL FUND, CONTRIBUTION FUND, STORMWATER UTILITY FUND, AFFORDABLE HOUSING FUND, COMMUNITY REDEVELOPMENT FUND, DEBT SERVICE FUND, WATER AND SEWER FUND, GOLF COURSE FUND, ELECTRIC UTILITY FUND, FLEET MAINTENANCE FUND, VEHICLE/EQUIPMENT REPLACEMENT FUND, EMPLOYEE INSURANCE FUND, GENERAL

INSURANCE FUND, CEMETERY TRUST FUND, GENERAL CAPITAL PROJECTS FUND AND STORMWATER CAPITAL PROJECTS FUND; PROVIDING FOR MODIFICATIONS; PROVIDING FOR AMENDMENTS TO SAID ANNUAL BUDGET TO CARRY FORWARD THE FUNDING OF PURCHASE ORDERS OUTSTANDING AS OF SEPTEMBER 30, 2007; AND AUTHORIZING TRANSFER OF FUNDS HEREIN APPROPRIATED WITHIN DEPARTMENTS SO LONG AS THE TOTAL DEPARTMENTAL APPROPRIATION SHALL NOT BE INCREASED THEREBY. Second Reading

Interim City Manager Randy Knight presented a slide that was reflective of the State mandate in which there was a 9% reduction in the rolled back millage rate. He stated that overall the residents will see a 15.38% decrease in our millage rate assuming the Commission adopts the millage at the 3.9950 in the proposed ordinance. Mr. Hamil explained the list of recommendations for funding by the City Manager, the proposed 12% increase in the stormwater fees, \$75,000 for outside organizations; requests from the electric fund and requests for capital for the stormwater and water and sewer funds. He spoke about the CRA fund and stated that they are requiring voter referendums to approve issuance of tax increment revenue debt, and the CRA budget will require an amendment. He explained that staff developed a plan to address the most important funding needs within the existing CRA fund and will present this to the CRA Advisory Board and then to the CRA Agency. Mayor Strong asked how they would fund a \$600,000 dollar minimum to Mr. Williams. Mr. Hamil responded that it would come from the general fund reserves.

Woody Woodall, 401 Shepherd Avenue, co-chairman of the Holiday Lights Committee, requested money from the discretionary fund so they could continue decorating Winter Park with lights this year.

Forest Michael, 130 N. Center Street, President of the Winter Park Historical Association, asked the Commission to consider the Winter Park Historical Association's budget.

Patty Heidrich, 112 Shultz Avenue, member of Winter Park Historical Association, reiterated Mr. Michael's comments regarding their budget. She also commented that the Winter Park Day Nursery and the Welbourne Nursery are far more important than adding more Christmas lights.

Michael Dick, 823 Granville Drive, asked where the severance money would come from with the City Manager's dismissal. Mayor Strong stated that Mr. Hamil suggested the General Fund Reserves. Mr. Dick wanted to ensure that the discretionary fund would not be impacted. He addressed the dismissal of the City Manager in the form of severance being the most incredible display of fiscal mismanagement he has ever witnessed. He commented that Commissioner Diebel ran on a commitment of fiscal responsibility and he was disappointed with her position.

Kim Allen, 271 Virginia Drive, had concerns about where the money would come from to pay for the dismissal of the City Manager. She stated they were dismissing a good manager at the whim of three individuals and this was a terrible gross exposure of fiduciary mismanagement.

The Commission allocated support to various outside organizations: Winter Park Public Library, Winter Park Historical Association, Winter Park Day Nursery, Crealde School of Art, Youth Advisory Council, WMFE, Bach Festival Society, Albin Polasek Museum & Sculpture Gardens, Christmas lights for Park Avenue, and the Welbourne Avenue Day Nursery.

Mr. Knight mentioned they also had a five year capital plan that they were approving as a part of the General Fund budget.


The Mayor stated the following: "The City Commission is going to adopt an operating millage which represents a 9.00% decrease in property taxes."

Motion made by Commissioner Metcalf to adopt the millage ordinance; seconded by Commissioner Eckbert. Upon a roll call vote, Mayor Strong and Commissioners Bridges, Eckbert, Metcalf and Diebel voted yes. The motion carried unanimously with a 5-0 vote.

Mr. Hamil spoke about the Electric Fund request and explained they had a projected contingency of \$703,192 and they wish to purchase GIS software and equipment that will help them access confined areas. He stated with the funding of these two items this would leave \$565,968. Interim City Manager Randy Knight also discussed the storm water capital fund and the water and sewer fund for consideration.

Motion made by Commissioner Metcalf to adopt the budget ordinance inclusive of all these funds; seconded by Commissioner Diebel. Upon a roll call vote, Mayor Strong and Commissioners Metcalf and Diebel voted yes. Commissioner Bridges and Eckbert voted no. The motion carried with a 3-2 vote.

The meeting adjourned at 9:50 p.m.



Mayor David C. Strong

ATTEST:



City Clerk Cynthia Bonham

THE FOLLOWING TRANSCRIPT IS
INCORPORATED AS A
REFERENCE TO THE MINUTES.

AGENDA ITEM: CITY ATTORNEY'S
REPORT, ITEM 'A'.

CITY OF WINTER PARK
REGULAR MEETING OF THE CITY COMMISSION
September 24, 2007

EXCERPT OF PROCEEDINGS

Transcribed from Audio

By

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Professional Court Reporter

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(Excerpt of proceedings.)

MR. CHEEK: Mr. Mayor, I'm going to turn the report over to the city's employment counsel, Mr. Robin Fawsett.

MR. FAWSETT: Mayor, Commissioners, my assignment was to review all the relevant documents and use the contract review calculations necessary to provide you as to what the city manager's severance compensation would be in the event the commission at some time in the future decides to end his contract and thus his employment. I did that as of the present time because that's the most logical time to do it.

I also decided on my own that the best way to do this would be to give you a detailed written report and disclose to you the calculations done by the city manager as well as the calculations done by myself. And so that that becomes a public record because when I give you a written opinion, it becomes a public record. So the matter is in the hoping at this time for all to see.

The way I did this was first I reviewed the 1994 employment agreement. There is a subsequent amendment or first amendment that's irrelevant to this discussion. The most important contract document is the 2002 second amendment that completely changes the severance compensation arrangement. I also received from

MEMBERS PRESENT:
Mayor David Strong
Commissioner Margie Bridges
Commissioner Karen Diebel
Commissioner John Eckbert
Commissioner Douglas Metcalf

ALSO PRESENT:

City Attorney Trippe Cheek
City Manager James Williams (through City Attorney's Report)
Assistant/Interim City Manager Randy Knight
City Clerk Cynthia Bonham

Mrs. Currie and others a list of all of the benefits that the manager receives again as of this time because that was necessary in making the calculation. And Mrs. Currie and I discussed these things repeatedly in an effort to get an accurate list of all the benefits that the manager receives.

With that said, I then reviewed these contract documents very carefully. I can't say I interpreted them because I'm not sure that was necessary. I applied the language to the facts. I also had another partner in my practice group do it independently. We came up with the exact same rationale and the exact same calculations without any intrafirm persuasion. I am very comfortable that if Mr. Williams' contract were terminated at this time for a reason other than one of the causes listed, his severance compensation would be very close to \$604,617. It would not be my plan unless one or more of you wishes to go into great detail at this time on this. I am prepared to do that in excruciating detail if anybody wants me to. I will only say that I considered part of my assignment to review the rationale used by the city manager in calculating his calculations. Those calculations come to over \$4,400,000. I will simply say that it is my confirmed legal opinion that those are the result of a series of miscalculations, not so much

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<p>1 miscalculations but misapplications of the language of the 2 agreement. There could be some minor differences of 3 opinion as to exactly what constitute the term "benefit 4 package" as used in the agreement, but I am very confident 5 that the rationale that we used in applying the agreement 6 is correct and the differences in exact benefits, if any, 7 and the differences in amounts, if any, don't make all 8 that much difference.</p> <p>9 Now, that's my opinion. It is in writing. It is in 10 great detail. It attaches my calculations as of now. It 11 also attaches what we believe the same calculation would 12 have been this time last year and there's a substantial 13 difference. If this exercise had been done last year, it 14 would have been \$539,167. I was asked to do that 15 calculation and that is as opposed to 617,000. So it's 16 probably germane to observe that each year there is a 17 difference and the difference is an escalation.</p> <p>18 Now, my opinion is in your hands. Everything is 19 covered. As I say, if anybody wants me to go into 20 significant detail, I'm happy to do it. Do you want that?</p> <p>21 MAYOR STRONG: Let's see if there are any questions. 22 Does anybody have any questions for Mr. Fawsett?</p> <p>23 COMMISSIONER METCALF: I do have a question. Thank 24 you, Mr. Fawsett. That was an excellent report and the 25 point that you just addressed last year versus this year.</p>	<p>1 formulas. There's a formula in section 4A and there's a 2 formula in section 4B, and you add them together to reach 3 the total of the 6046. And the formula doesn't change. 4 The numbers change each year and, as everyone knows, 5 salaries and benefits usually increase.</p> <p>6 MAYOR STRONG: Do you have a question for 7 Mr. Fawsett? Just for my benefit, maybe this is for 8 Ms. Currie. Do we have a mandatory retirement agent in 9 the contract?</p> <p>10 MS. CURRIE: No.</p> <p>11 MAYOR STRONG: And that's true of the city manager? 12 Under the city manager's contract there's no mandatory 13 retirement?</p> <p>14 MR. FAWSETT: I don't believe there is.</p> <p>15 MAYOR STRONG: Okay.</p> <p>16 COMMISSIONER METCALF: Mr. Fawsett, as our labor 17 attorney, what would be the rules under which we would 18 reconsider the contract as it's written? How would you 19 change this contract? I'm not asking you what words you 20 would put in to change it, but if you wanted to change it, 21 when would be the process you'd have to go through to get 22 that done?</p> <p>23 MR. FAWSETT: Mutual agreement in writing. If I 24 understand you to mean renegotiating the agreement, it 25 will only be done by mutual agreement of the two parties</p>
Page 6	Page 8
<p>1 If this had occurred one year ago, the amount we'd be 2 talking about according to the number you gave us is about 3 \$65,500 less than it is this year, right? Is that an 4 arithmetic thing so that the year before it would have 5 been 65,000 less and the year before it would have been 6 65,000 less? Or is this geometric and next year it will 7 be seventy-five and the next year it will be a hundred or 8 something like that?</p> <p>9 MR. FAWSETT: It's more on the arithmetic side, 10 Commissioner. I didn't make any subtraction. Your math 11 is probably correct, but had this exercise been done in 12 2003 it would have been a lot less. I don't know what it 13 would have been. I couldn't calculate it for 2008 because 14 we don't know what the figures will be, but I think it's 15 safe to say that there would be an increase in the 16 neighborhood of the current one each year going into the 17 future. And of course at the time of retirement, whenever 18 that maybe, the thing would become moot because there 19 would be a retirement rather than an involuntary 20 termination. But until that time, yes, mathematically 21 there would be annual increases in this figure.</p> <p>22 COMMISSIONER METCALF: On the order of sixty-five, 23 sixty-six thousand dollars.</p> <p>24 MR. FAWSETT: Sure. Because there -- I mean, 25 convinced that we applied the -- actually there's two</p>	<p>1 in writing.</p> <p>2 COMMISSIONER METCALF: So an agreement that provides 3 for an increase in the severance package of 70,000 a year 4 in addition to the two hundred and forty that is the 5 yearly compensation and that, like your other number, goes 6 up every year. It is an agreement that's in place that 7 renews each year that you don't have the opportunity to 8 say this is not what we signed up for in 2002, but it just 9 goes on forever increasing at sixty-five to seven thousand 10 a year until Mr. Williams makes the decision to leave.</p> <p>11 MR. FAWSETT: Mr. Metcalf, I have given 12 consideration to all known grounds for voiding contracts 13 such as mistake or duress or undue influence or anything 14 like that including also public policy. This is a public 15 contract involves public funding, and it's somewhat of an 16 unusual type of agreement, unusual compared to most 17 severance pay agreements and employment agreement. But, 18 to my knowledge, there is no way to simply say we didn't 19 mean this, it's too much, and therefore we're not going to 20 do it. I should add, of course, in the event of 21 litigation over this agreement, there would be the clear 22 potential of the prevailing party recovering attorney's 23 fees.</p> <p>24 To your earlier question though about retirement, 25 there is a certain thing here that depends on which side</p>

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1 you spouse is relevant, and that is in 4A of the
 2 agreement it does say that the severance pay shall be
 3 reduced so that no severance pay shall be calculated on or
 4 paid for any months behind employee's normal retirement
 5 age under the Social Security system. So, as I found out,
 6 that age changes every year. It used to be 65; now it's
 7 65 plus something but whatever -- when the manager reaches
 8 that age, which could be 66 or 67 by that time, that will
 9 be the end of the escalations, but we know that the
 10 manager is well under that age. So for the foreseeable
 11 future this will increase, and it will be frozen as of his
 12 normal retirement age. And then if he's not terminated
 13 per this agreement and does retire, it seems to me that
 14 this entire severance pay package would become
 15 nonexistent.
 16 COMMISSIONER ECKBERT: Mr. Mayor, I have a question.
 17 If I understand the formula correctly, you take the
 18 aggregate annual compensation, divide by 12, and multiply
 19 by the nearest ten thousandth of compensation.
 20 MR. FAWSETT: You take the aggregate, you take the
 21 salary --
 22 COMMISSIONER ECKBERT: Divide by 12. Divide by 12
 23 to --
 24 MR. FAWSETT: -- you take the salary, and what's
 25 called the benefits package, add those together, and

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1 that's the aggregate compensation. You divide that number
 2 by 12, you get a monthly figure, then you go back to the
 3 same number to get the multiplier, and you multiply the
 4 monthly figure times the multiplier. That is the amount
 5 due under 4A, and I've shown you on my chart what that
 6 was.
 7 COMMISSIONER ECKBERT: Right. And I guess to
 8 Commissioner Metcalfe's point, right now his aggregate
 9 annual compensation -- I think it's two thirty-five,
 10 something like that, which rounds up to the nearest ten
 11 thousandth --
 12 MR. FAWSETT: The base salary is one seventy-four
 13 one twenty-seven. Based on all the benefits that
 14 Mrs. Currie gave me, the total aggregate compensation is
 15 the 235,587. Divide that by 12 and you get the monthly
 16 figure. Then you go back to the two thirty-five for the
 17 multiplier by dividing 10,000 into that. You get 24, and
 18 so your 4A figure is a multiplier of 24 times the monthly
 19 figure to reach the 471 figure. Then you have to move on
 20 to 4B which is a completely separate -- it's a very
 21 important part of this contract to understand that that is
 22 totally separate in addition to calculation. Then you
 23 take the earned and accrued sick leave vacation and one
 24 floating holiday and that comes up to the rest.
 25 I might add that, apparently, the manager and I

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1 differ on whether compensatory time is even part of this.
 2 One of the unfortunate parts of this contract is that
 3 compensatory time is mentioned as part of the 4B
 4 calculation. But compensatory time, in my opinion,
 5 doesn't exist for exempt employees, and that's borne out
 6 by the fact that the manager's duties are very carefully
 7 spelled out in the provisional agreement to include any
 8 and all -- he must devote his entire productive time and
 9 ability in the charter. That includes commission
 10 meetings. As well known, the commission meetings go on
 11 way beyond regular hours so that's why compensatory time
 12 is not in the 4B calculation.
 13 COMMISSIONER ECKBERT: So I understand the formula,
 14 you take a number, you divide it by 12, then you multiply
 15 it by 24 or higher depending upon if the two thirty-five
 16 were to go up.
 17 MR. FAWSETT: Whatever that number is, divide by ten
 18 thousand. That's the multiplier.
 19 COMMISSIONER ECKBERT: To your question, whatever
 20 number you take, you divide by 12 and multiply by 24 or
 21 more. The 12 doesn't change. The 24 can only go up. So
 22 for every dollar that the aggregate annual compensation
 23 increases, you're increasing the payout by a factor of
 24 two, at least two, by definition, the factor of the
 25 formula. So if you increase the aggregate of the

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1 compensation by \$5,000, you increase the termination by
 2 ten. So for every dollar that increases, it's at least
 3 the two, if not more, in severance payoff.
 4 MAYOR STRONG: Any other questions for Mr. Fawsett?
 5 One question. You invited us to share this with the
 6 commission. Have you shared this with Mr. Williams and/or
 7 his attorney?
 8 MR. FAWSETT: I'm sorry?
 9 MAYOR STRONG: Have you shared your conclusions with
 10 Mr. Williams and/or --
 11 MR. FAWSETT: Absolutely. Everything -- when the
 12 opinion was delivered to the five of you, copies were
 13 delivered to Mr. Marks, the attorney for Mr. Williams, and
 14 a copy was sent to Ms. Currie and also to the city
 15 attorney, Mr. Cheek. I have not had discussions after the
 16 delivery of that which was on Thursday of last week.
 17 There has been no dialogue between myself and either
 18 gentleman on any matter of substance. I talked with
 19 Trippe about some scheduling matter, but this is my
 20 opinion alone. But yes, it's been shared with them.
 21 MAYOR STRONG: Okay. They have not given you an
 22 opinion whether they agree with your calculation; is that
 23 fair?
 24 MR. FAWSETT: Only to this extent, sir, when I
 25 talked with Mr. Marks a couple of days before I completed

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1 my opinion. I solicited his views because I like to be
 2 right, and he called me back and said he didn't really
 3 have an exact figure but the 4.4 million was pretty close.
 4 And so that's where we are at this point.
 5 MAYOR STRONG: It would probably be fair to say that
 6 he didn't agree with the figures based on your
 7 conversation.
 8 MR. FAWSETT: I think that would be an accurate
 9 statement, sir.
 10 MAYOR STRONG: Okay. Any other question for
 11 Mr. Fawsett?
 12 COMMISSIONER DIEBEL: I had a policy question. In
 13 the midst of your research, what is our sick leave and
 14 unearned vacation policy? It was somewhat surprising to
 15 me there would be 200-plus days of unearned sick -- I
 16 would assume that that would be -- or he'll use it
 17 appropriately and if not, did you find out an absolute on
 18 our policy on this?
 19 MR. FAWSETT: Sure. As to sick leave, Commissioner,
 20 employees -- there's a very clear provision in the policy
 21 manual saying that 40-hour employees such as Mr. Williams
 22 can only accrue a maximum of 1,000 hours of sick leave.
 23 And the manager's contract says that in 4B if he gets
 24 terminated, he receives whatever his earned accrued sick
 25 leave is which here is a thousand hours times his hourly

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1 rate which is \$83.71. That's part of the 4B calculation.
 2 Other employees do not get that. Any employee other than
 3 the city manager who resigns or is terminated for any
 4 reason forfeits all otherwise earned, untaken sick leave.
 5 As for vacation, the rules are different. Mr. Williams
 6 has 586 hours of accrued vacation. He gets that again
 7 times his hourly rate of 83.71. Other employees would get
 8 that or something similar.
 9 COMMISSIONER DIEBEL: So we have no policy on which
 10 at the end of a fiscal period if you have not been sick
 11 and used your sick time appropriately and so forth; it
 12 just rolls over into the next year? We have no policy
 13 that exists to be able to limit the liability here --
 14 MR. FAWSETT: As I understand -- I'm sorry.
 15 COMMISSIONER DIEBEL: I'm just clarifying. We have
 16 no policy that currently exists in our human resources
 17 that limits that liability to the city in general? It's
 18 an ever accruing one?
 19 MR. FAWSETT: Limits it to a thousand hours. Once
 20 that person --
 21 COMMISSIONER DIEBEL: But in a fiscal year it is not
 22 limited. It hits a thousand hours and then it's limited?
 23 MR. FAWSETT: You don't lose anything at the end of
 24 the fiscal year. If you have a thousand hours, once
 25 you've been with the city long enough, it's 6.7 hours a

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1 month. And once you've been with the city long enough and
 2 haven't used sick leave, if you accumulate a thousand and
 3 you keep it as long as you're an employee but you don't
 4 get paid it when you terminate or resign, this contract
 5 provides otherwise.
 6 COMMISSIONER DIEBEL: Thank you.
 7 MAYOR STRONG: Any other questions? Thank you,
 8 Mr. Fawsett.
 9 MR. FAWSETT: You're welcome.
 10 MAYOR STRONG: Stand by if you don't mind. Okay.
 11 Is it the intent of any members of the commission to
 12 pursue action on this item tonight? We have a lot of
 13 people up here interested. Do we want to set this
 14 question for an agenda, a future agenda, or do we want
 15 to -- it says discussion so we can just discuss it if
 16 that's the pleasure of the commission.
 17 COMMISSIONER ECKBERT: No -- when I asked it to be
 18 put on the agenda, the intent was to receive the report
 19 from Mr. Fawsett and to proceed to consider it.
 20 COMMISSIONER METCALF: I think we talked about that
 21 last night.
 22 MAYOR STRONG: I think we did too. And I think you
 23 were wanting to pursue this. Would you like to make a
 24 motion?
 25 COMMISSIONER ECKBERT: Sure. You know, I think

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1 perhaps, Mr. Mayor, if it would be appropriate, I have
 2 collected some thoughts that I'd be pleased to share at
 3 the outset. It might be appropriate at this time.
 4 MAYOR STRONG: Okay.
 5 COMMISSIONER ECKBERT: Mr. Mayor, Commissioners, as
 6 I've collected my thoughts, I found it was helpful just to
 7 somewhat remind myself of the context and the thought
 8 process that I went through in making this determination.
 9 So I went ahead and took the time to lay some of these
 10 out.
 11 This is an earlier version of my presentation so if
 12 I've missed something, I may come back to it in another
 13 slide. The first is that we do operate under a city
 14 manager form of government. And from Article 2, Section
 15 201, there is hereby created a city commission which
 16 consists of five members, one of whom shall have the title
 17 of mayor. The other four shall be known and designated as
 18 commissioners. One of them should be elected vice mayor
 19 as set forth in Section 206. And in Article 2 it goes on
 20 to say that the commission shall meet regularly, at least
 21 once every month.
 22 It goes on to say that in this city manager form of
 23 government, Section 205, that the compensation for the
 24 commission is that the annual salary for the city
 25 commissioner shall be 2,400 bucks and the annual salary of

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1 the city mayor shall be \$3,000. So collectively on an
 2 annual basis that's 12,600 of compensation for the entire
 3 collective service that you receive from the commission on
 4 an annual basis.
 5 Section 206 says the mayor shall preside at the
 6 meetings and shall -- it gives some more of the explicit
 7 duties that he should be responsible for including the
 8 appointment of board members but shall have no other
 9 administrative duties except as required to carry out the
 10 responsibilities herein. It just goes on to say some
 11 prohibitions about what the city commissioners don't do,
 12 and in Section 210 it says individual commissioners don't
 13 hire and fire department heads or staff employees. It
 14 goes on to say, quote, no member of the city commission
 15 shall give orders to any officer or employee of the
 16 company further illuminating the role of the city
 17 commission in distinguishing it from the city manager.
 18 Further, it goes on to Section 401 to say there
 19 shall be a city manager who shall be the administrative
 20 head of the city. The city manager is to be responsible
 21 to the city commission for the administration of all city
 22 affairs placed in his charge by or under his charter or by
 23 the direction of the city commission.
 24 Further, in Section 402, that that city manager
 25 shall be appointed by a majority vote of all the

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1 commission members. And, finally, 404, the compensation
 2 should be prescribed by the commission. It goes on to say
 3 in that same section that those powers and duties of the
 4 city manager include seeing that all laws and ordinances
 5 are enforced to appoint, remove department heads and all
 6 others, direct and supervise the administration of all the
 7 departments, officers, and agencies, and prepare and
 8 recommend annual budget and capital programs and
 9 responsible for the administration of the budget and the
 10 capital program.
 11 Finally, the city commission -- just kind of from a
 12 conclusionary perspective, the city commission sets the
 13 policy as a body and went on to say that we would actually
 14 meet twice a month other than once a month. And just some
 15 brief sketches of hours, let's say that each commission
 16 meeting takes five hours, and let's just say that it took
 17 five hours to prepare at least for each meeting. That's
 18 240 hours a year per person or \$1,200 collectively, the
 19 individual commissioners including the mayor not to
 20 implement or to direct execution of policy or preparing
 21 for the policy consideration but, fundamentally, the city
 22 manager runs the city.
 23 Initially -- I received a number of e-mails, like
 24 I'm sure many of you all have, expressing the positive
 25 attributes of Mr. Williams, and I concur with the vast

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1 majority of those comments that there are many positive
 2 attributes that Mr. Williams has. And some of the
 3 examples are the ones that I personally agree with that he
 4 is efficient, helpful, and gracious, that he has served
 5 our city well, and he has helped to maintain our high
 6 level of services. There has been a low turnover of
 7 personnel, that he has retained many valuable employees
 8 and that he's a fine man, and I agree with all of those
 9 comments. I would go on to say, in addition, that I would
 10 add the following positive attributes of Mr. Williams that
 11 he is patient, calm and respectful and responsive to
 12 requests. They are all positive attributes that I would
 13 attribute to Mr. Williams.
 14 So what's the problem and why have I raised this
 15 issue? First, let me say that this is a position that I
 16 have taken consistently for the better part of my tenure
 17 as a commissioner and certainly publicly making that known
 18 for the last several commission evaluation reviews for
 19 Mr. Williams. Primarily -- and I raise these issues to
 20 put a fine point on what I'm trying to accomplish at this
 21 endeavor is that what's missing from the city management
 22 position today is making decisions and preparing to make
 23 decisions as far as specifically with regard to process
 24 management and specifically to conflict resolution and
 25 leadership for conflict resolution and additionally for

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1 the proactive engagement in the city affairs.
 2 Let me give you a specific process that I have in
 3 mind, and that is to anticipate the challenges the city
 4 faces, to marshal the district professional expertise
 5 that's present within our staff, to establish foundation
 6 of facts for policy formation, to identify and evaluate
 7 alternatives and make recommendations.
 8 This next point, the synthesis of professional
 9 expertise from multiple sources is, I think, a
 10 particularly important one because all of the width and
 11 breadth of the city expertise that we have in our staff
 12 clearly comes together only at Jim Williams' position and
 13 at the city commission level where all the different
 14 boards and constituencies that we have representative
 15 within our city come to bear upon that one place which is
 16 the commission and Mr. Williams. And, finally,
 17 communication with commissions and the public.
 18 I apologize. I'm going to have to find where my
 19 missing slides are at this point, Mr. Mayor. If you could
 20 give me just a few moments. If there's anyone else who
 21 might like to make some comments, it will probably take me
 22 three or four minutes to find the remaining pieces of my
 23 slides.
 24 I apologize for that technical problem. I just want
 25 to provide a couple of quick examples of this type of

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1 proactive type of decision making I thought will be
 2 helpful to illuminate my point. This is a graph of the
 3 city of Winter Park millage rate from 1995 through 2005.
 4 You can see that it was flat for an extended period of
 5 time followed by a period of dramatic increases. This is
 6 a graph of compensation as a percentage of the general
 7 fund, and you can see that beginning in 1999 after five
 8 years of basically moving sideways, a very substantial
 9 increase in compensation as a percentage of the general
 10 fund began in 1999. Unfortunately, the slide that I had
 11 for you overlays these two slides on top of each other,
 12 but you can see the pressure that this dramatic increase
 13 in payroll brings and it's kind of tough to see.
 14 This is 95 percent of the general fund. In 2002
 15 compensation represented nearly 95 percent of our general
 16 fund, and you can see that that was the subsequent year
 17 when the tax increases started. And when you look at this
 18 graph with these increases beginning in 1999 of this
 19 dramatic type of increase, you can know that these data
 20 points carrying across are unsustainable and that the type
 21 of proactive engagement with this issue would have been to
 22 do one of two things: to address the efficiency with
 23 which we were operating or to begin to prepare a much more
 24 level-loaded increase than this dramatic reactive increase
 25 was for the millage rate.

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1 So that's one example of bringing proactively an
 2 issue to bear upon the commission and for the commission's
 3 consideration that one would expect to see from a city
 4 management perspective.
 5 I had two other examples which, given a few minutes'
 6 time to get access to my computer, I hope I can bring to
 7 bear on this. But in the interim I will go back to my...
 8 Finally, the appropriateness of or consideration of
 9 this. Under Article 4 of the charter, quote, the
 10 commission may remove the city manager by a majority vote
 11 of all the commission members. Just for reference's sake,
 12 the ICMA, International City Managers Association,
 13 averages the tenure of a city manager somewhere in the
 14 four- to five-year range which is one of the reasons why
 15 there is compensation considered for severance within a
 16 city manager's contract typically. And specifically for
 17 Mr. Williams' contract, Section 2A, nothing in this
 18 agreement shall prevent, limit, or otherwise interfere
 19 with the right of the city commission to terminate the
 20 services of the employee at any time. The nature of the
 21 contract is that it's an in-perpetuity contract so there
 22 is no regular consideration of the duration of the
 23 contract. It is specifically an at-will contract at the
 24 determination of the city commission.
 25 So just to put things in brief context, the

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1 severance for the contract as I read it, says there's a
 2 base of 174,000 with aggregate annual compensation minus
 3 the summary from Mr. Fawsett's presentation which is
 4 235,587. That includes the significant retirement account
 5 contribution for which he is the only employee, apart from
 6 the civil service, to receive. The original contract,
 7 once again to put this in context, signed June 30, 1994,
 8 Section 4A1 says the lump sum cash payment equal to six
 9 months base salary or \$87,000 would have been payment at
 10 the time. The International City Managers Association
 11 does recommend six months severance for a new city manager
 12 building to 12 months plus sick leave and vacation. So
 13 according to the ICMA, even though it's a generous ICMA
 14 calculation, it should be somewhere in the \$307,000 range
 15 roughly half due per the second amendment.
 16 Also just to put it into context, from a peer
 17 comparison, I pulled the contracts for the following city
 18 managers. Daytona provides six months severance. Ocoee
 19 provides three months severance. I believe it's six
 20 months over three years. Casselberry provides six months
 21 salary plus sick leave and vacation. Oviedo provides six
 22 months salary plus sick leave and vacation. Maitland, six
 23 months declining to three months, kind of a reverse
 24 approach to it, with no sick leave or vacation. Altamonte
 25 Springs gives 30 days building to three months, and

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1 Longwood gives six months base salary paid out over time.
 2 The amendment that was signed has language. It says
 3 it's the greater of 12 months aggregate comp. or one
 4 month's aggregate compensation for each ten thousand
 5 aggregate compensation rounded to the nearest
 6 ten-thousandth. And then it goes on to give an example of
 7 162 divided by 12 multiplied by 16 which equals 216,000.
 8 This amendment was prepared by city counsel and
 9 Mr. Williams. Mr. Williams reportedly did not have
 10 counsel representing him. The contract was not reviewed
 11 by the city's employment attorney or a staff at the time
 12 resulting in, I believe, certainly some challenges to the
 13 way that the formula was being calculated and somewhat to
 14 the issues that we're facing now. But regardless of the
 15 flaws, the contract is where it is.
 16 So once again calculation -- this is just a summary
 17 of Mr. Fawsett's calculations getting to the \$604,000
 18 severance calculation and then a brief review of
 19 Mr. Williams' interpretation of it. And it's
 20 interestingly enough that Mr. Williams' calculation would
 21 be 25 times Mr. Williams' base compensation, 20 times the
 22 example given in the amendment, and 18 times the annual
 23 aggregate compensation.
 24 So, finally, and I do apologize for missing my two
 25 other examples, which I'd like to come back and share with

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1 you as soon as I can access them, but I believe it's
 2 consistent with the charter in Mr. Williams' contract for
 3 the city commission to consider termination. The
 4 severance of the termination is roughly \$604,000. The
 5 opportunity cost of failing to secure the appropriate
 6 leadership skills for our city management will be felt
 7 throughout the city and far exceeds the amount above.
 8 Winter Park cannot afford to continue without new
 9 leadership and should therefore terminate Mr. Williams'
 10 contract as city manager. And I'd be pleased to make that
 11 as a motion for consideration, Mr. Mayor.
 12 MAYOR STRONG: Is there a second?
 13 COMMISSIONER METCALF: Second.
 14 MAYOR STRONG: Okay. I think this is a matter of
 15 great interest to the city. I'm going to make public
 16 comment available for anyone who would like to make it,
 17 but before we do that, Mr. Williams, would you like to
 18 comment, you and/or your attorney?
 19 MR. WILLIAMS: No, sir.
 20 MAYOR STRONG: Okay. I will open it up for public
 21 comment. Please come forward and state your name and try
 22 to limit yourself to four minutes. I know that's hard for
 23 mayors to do.
 24 (Comments from the public were taken, and the
 25 proceedings continued as follows:)

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1 MAYOR STRONG: Okay. A last chance. Anyone else
 2 like to speak?
 3 CITY CLERK: Mr. Mayor, I would just like to remind
 4 you about the 50 e-mails that came in to our office in
 5 support of or Mr. Williams that each of you have a packet
 6 in front of you.
 7 MAYOR STRONG: Okay. That's in the record?
 8 CITY CLERK: Yes.
 9 MAYOR STRONG: Okay. We'll close the public
 10 hearing. Okay. We have a motion and a second.
 11 Commissioner Eckbert, anything further you'd like to add?
 12 COMMISSIONER ECKBERT: I'd be happy to hear from the
 13 rest of the folks.
 14 MAYOR STRONG: Okay. Commissioner Metcalf, you're a
 15 second. Anything you'd like to say?
 16 COMMISSIONER METCALF: When this subject came up
 17 last week or last commission meeting, for the people that
 18 were in the audience I said at that time that I regret the
 19 Sunshine Law when it's applied to some issues, and
 20 personnel issues being among them. I can't believe that
 21 the framers of the Sunshine Law decided that it was a
 22 great idea to splay and fillet and present the good
 23 capabilities and the bad of people who are -- when you're
 24 dealing with personnel issues, I just don't believe that
 25 that's what it was all about, but this is where we find

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1 ourselves.
 2 Now, personally, I like Jim and I mean that. I
 3 believe he's an honorable man. I've been a little
 4 disappointed in the public grandstanding of this past week
 5 regarding the television and all the other stuff. I think
 6 he knows that his contract is not a \$4 million contract
 7 and the amount that -- you know, I mean, that amount, if
 8 it were true, would be an amount that is far higher than
 9 any public official in the United States. Even the
 10 president doesn't get \$4 million or the mayor of New York
 11 or L.A. or anyplace else. And so even to intimate that
 12 it's worth 4 million tells me, unfortunately, that he
 13 probably knew it was overly generous when it was written
 14 and that it could be abused if we ever had a desire to end
 15 our business relationship with Mr. Williams.
 16 I also believe that we were misled by the city
 17 attorney in 2002 when we approved the current amendment,
 18 and I'm also sorry about that. I certainly know that, as
 19 a commission, we would not have agreed to any severance
 20 package that exceeded that of a CEO and a mid-sized
 21 corporation.
 22 Now, I don't believe Jim is a good leader. I think
 23 he's an okay manager and I think he's a good
 24 administrator, but that's not the job that he's paid to
 25 do. And my chief problem, if I have one, is that with

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1 Jim's leadership is he doesn't and therefore he doesn't
 2 and therefore we as a commission don't focus on the long
 3 term challenges that face our city. And those who are
 4 here every week understand that I continually talk about
 5 strategic planning, the long-term need to be thinking
 6 what's going to happen in the next five, ten, and 15
 7 years. That is absolutely the things that I think are the
 8 most important in our city.
 9 I've been on city boards since 1984, five different
 10 city boards starting with the Lakes and Waterways Board.
 11 And I've known Jim for those same 23, 24 years for as long
 12 as I have dealt on any issues in the city because he was
 13 the city engineer assigned to the Lakes of Waterways Board
 14 at that time. And so I do believe that I know him and, as
 15 I've already said, I like him. This is not about Jim as
 16 an individual. This is about Jim as a professional. This
 17 is about the things that are difficult, the things that
 18 Jim doesn't do as well as he could.
 19 Now, the commission, as Commissioner Eckbert showed,
 20 but I'm not sure it got explained as it might have, the
 21 commission is supposed to address policy issues and we're
 22 supposed to address the direction of the city. We are
 23 supposed to be a board of directors. We are not supposed
 24 to be the governors. We're not supposed to be the
 25 directors. We're a board of directors, but we are not the

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1 people that go out and tell individual employees what
 2 they're supposed to do, nor are we really supposed to
 3 decide how to execute the plans that come up constantly,
 4 the needs that we often have and always have in this city
 5 to move it forward.

6 The execution of the plan is supposed to be the
 7 responsibility of the city manager. Now, for that purpose
 8 he has a team of directors, a few who have spoken tonight,
 9 but they're from all the major departments, streets and
 10 parks and recs and sewer and power and power utilities,
 11 trees. We heard code enforcement speak tonight and these
 12 managers do a great job. They really do. They do a great
 13 job in their day-to-day tasks and their job is the
 14 day-to-day. It's to focus on what the city is doing and
 15 where the city is going and how we get through each year,
 16 the budget and all the tasks that are assigned and that
 17 roll out of the budget process which we recently just
 18 completed and we're going to talk about tonight.

19 I think Jim does manage those directors, and that's
 20 fine. But his primary job, in my opinion, is to plan for
 21 the growth and the continued sustainment of our city.
 22 Now, he is supposed to set up a long-range plan and in my
 23 mind never take his eye off the long-range challenges that
 24 we as a city face. You all know because those of you who
 25 attend again regularly know that this region surrounding

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1 us -- and we're pretty much in the center of it -- is
 2 going to grow from a million nine to 4.2 million in a very
 3 short period, 20, maybe 25 years. We are going to be
 4 inundated. We're going to be as big as L.A. We're going
 5 to be as big as a lot of the major cities that are around,
 6 and those of you who have grown up in wonderful cities and
 7 wonderful communities that have experienced the kind of
 8 growth Winter Park and Orlando are experiencing know the
 9 challenges that I'm talking about.

10 Atlanta, 30 years ago, was a beautiful little
 11 community, and somehow Delta discovered it. And then
 12 there was an airport, and then there was everything else.
 13 And soon Atlanta just became this wall-to-wall
 14 megalopolis. Most of the cities that were cute and sweet
 15 at that time in that location have lost their character
 16 and their charm. A lot of people in this town are afraid
 17 we're losing our character and charm and so am I. And I
 18 want you to understand and believe that my chief concern
 19 is how do we maintain and retain the charm that we have in
 20 this growth that we're all experiencing.

21 Now, we have discussed this for many, many, many,
 22 many years. I go back -- as I was putting some notes
 23 together and trying to pull up some history, I went back
 24 to some paperwork that I had from Preview Winter Park.
 25 Thad Seymour was a part of the exercise. Many of you

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1 might have participated in Preview Winter Park back in '94
 2 and '95. It was basically a Winter Park 2000-and-plus
 3 effort that we went through for most of the year. And the
 4 discussion at that point was what problems do we face in
 5 2000 more than just what's our computer going to do. Is
 6 it going to work in 2001. It was we're going into a new
 7 millennium. We're starting to see huge growth, not as
 8 much growth as we have seen in the last five years. But
 9 we're starting to see good growth or huge growth, whether
 10 it's good -- I don't think it is, but I can't do anything
 11 about that. So what do we do about that. And we wound up
 12 with 60 or 80 people in a forum directed more or less by
 13 the chamber of commerce and managed by Joe Swedish who was
 14 one of the former presidents of Winter Park High School.

15 And I pulled out this document, and I want to talk
 16 about the issues that were addressed back in this document
 17 here. It's dated May 26, 1995, so that's 12, almost 13
 18 years ago. Annexation, gateways, zoning, code
 19 enforcement, public houses, pedestrian and bypass, utility
 20 undergrounding. We did not own the power company at that
 21 time, and it was a discussion that several of us thought
 22 we should because the reliability provided to us at that
 23 time by Florida Power was so bad. Like private garage
 24 partnerships with Jacobson's since the Park Place,
 25 St. Margaret Mary, Rollins, so many issues that were

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1 brought up in 1995 that are still issues today. We
 2 haven't resolved them.

3 We've gone through 30, 40, maybe 45, 50
 4 commissioners. I have no idea in those last 12 years.
 5 Many of them still haven't spoken tonight, and the same
 6 issues that were issues then are issues now and they
 7 weren't addressed. And part of the reason that they're
 8 not addressed is because the job of this commission isn't
 9 to resolve those kinds of things. The job of city
 10 management and this great team of leaders out here is to
 11 resolve those issues. The city commission can point them
 12 out, but with our turnover we're not here to see those
 13 things through.

14 What we have here, and I believe Jim was the city
 15 manager at this point in 1995, we're talking about issues
 16 brought up at that time that have never consistently been
 17 addressed. I can tell you for my seven years on the
 18 commission we've never had a long-range or strategic
 19 planning meeting unless I waved my hand and said, hey
 20 guys, it's time to do it. When I sat down in this chair
 21 in 2000 for the very first time and said when did we have
 22 our last long-range planning meeting, we hadn't had one in
 23 three years. That is unconscionable in a city that needs
 24 to move forward, that needs to retain its identity, that
 25 needs to retain the village feel, all the good things that

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1 we have. We need to have a consistent approach to the
 2 growth that takes place, and what we need with that
 3 consistent approach is the first thing I mentioned:
 4 annexation.
 5 We've talked about annexation of the city 50 times,
 6 and there's always controversy on the commission about
 7 what we should do about it. But we've heard over the
 8 years many times that the police can function better if
 9 they can drive up and down roads without having to cut in
 10 and out. The fire department can better serve areas when
 11 they control the whole area. Other things that are
 12 necessary that we ought to have done years ago, we should
 13 have defined the box of Winter Park from I-4 to 436.
 14 In here it's even interesting that we talk about the
 15 Navy base. And we talk about the fact that Navy base
 16 closure and development annexed to Corrine, and if we had
 17 done that, if we had annexed to Corrine back in 1995, we
 18 would have owned that area north of Corrine. And had we
 19 done that, we would have had an argument with the Navy
 20 about using that six-lane highway which is Corrine to get
 21 over to 436 instead of continually having the problems
 22 that we face, traffic, too much traffic in our community.
 23 And that traffic is caused because we didn't block -- we
 24 didn't get to and block 436, and we haven't done what we
 25 needed to to get to I-4 and get the surrounding property.

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1 Now, you can sit there and say that was the commission's
 2 job but it's hard to do if you have a rotating commission.
 3 It is one of those things that the city manager should
 4 continually and consistently bring up, and we don't
 5 consistently bring up long-range planning and the need for
 6 it and the need to continually pursue that.
 7 My concern -- you know, we are a city manager form
 8 of government, the mayor is the statutory office as John
 9 showed, but it's one that only gives him the same power
 10 and the same vote as each commissioner. I would tell you
 11 regarding all of the information that you have said about,
 12 well, you just approved him in May. When we approved him
 13 in May -- and I was the commissioner who was not here --
 14 when he was approved in May, that was less than four
 15 meetings, probably three meetings after two new
 16 commissioners had taken these seats. I do think that
 17 going forward -- regardless of what happens, I think that
 18 going forward, the decision about the discussion of the
 19 manager's contract and his extension and his salary
 20 increases and stuff probably ought to take place maybe
 21 even at this meeting, the one where we've made the
 22 decisions regarding the budget. But we haven't quite
 23 started the new fiscal year, but we can get into at that
 24 point. It will have given those commissions four or five
 25 months to get their sea legs and opportunity to determine

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1 whether Jim's performance lives up to the standards that
 2 those commissioners, that all the commissioners would
 3 desire.
 4 Again, I think Jim is a good manager but not a great
 5 leader, and I will vote to end his contract.
 6 MAYOR STRONG: Commissioner Bridges?
 7 COMMISSIONER BRIDGES: I don't even know where to
 8 start here. I have listened to -- I have been like the
 9 rest of you residents for the last -- up until since the
 10 last two months, I have been a resident of Winter Park for
 11 the last 50 years. And for about the last eight years I
 12 have sat like you all have through commission meetings,
 13 and I have listened every summer during the city manager's
 14 annual review and budget review. I have listened since
 15 2003 to Mr. Eckbert talk about how our city is run and how
 16 the city manager is not doing the right job. He talks
 17 about our city being run as a business, and on the surface
 18 that seems logical.
 19 So I started thinking about business, and I think
 20 that when you have in your business analogy, Mr. Eckbert,
 21 there are three groups of people who should be treated
 22 properly for an organization to thrive and survive: the
 23 employees, the shareholders, and the customers. And,
 24 clearly, I believe we are not treating a very key employee
 25 right, and other employees throughout our city will see

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1 this lack of fair play on the part of our commission. And
 2 we're not treating the shareholders, you, the citizens,
 3 right if we refuse to listen to you tonight. In fact, our
 4 citizens are customers, and I'm old enough to believe the
 5 adage that the customer is always right. And I think if
 6 you're going to run this city like a business, then I
 7 think you have to -- and you're at the top, we are at the
 8 top, this commission, and we respond to the shareholders
 9 here. And I am frankly very concerned that as this board
 10 of directors, if you will, that we are not cherishing, for
 11 lack of a better word, our leader who has provided
 12 stability and who has, in my opinion, stimulated
 13 performance from the people that work for him and has
 14 fostered creativity. And I believe that those are
 15 qualities that we look for in our city manager.
 16 It is a city manager form of government, and
 17 everyone here including Mr. Metcalf says that he's a good
 18 manager; he's not a good leader. I take issue with that.
 19 I think he's doing the job that we repeatedly asked him to
 20 do. And I do know, as Mr. Metcalf said, that I have been
 21 a new city commissioner, but I'm not an inexperienced
 22 citizen. And I have come and listened over and over again
 23 to the criticisms of our manager, and I find them
 24 unfounded.
 25 I am very concerned with the fact that when I

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1 started listening, Mr. Metcalf, you asking Mr. Fawsett
 2 questions about the arithmetic increases in Mr. Williams'
 3 contract, I didn't remember reading about questions like
 4 that when the contract was brought forward. You and
 5 Mr. Eckbert are the only two commissioners who were here
 6 who approved that contract, and you made the motion,
 7 Mr. Metcalf, to approve it. I think the responsibility
 8 lies with us, the commission, and by extension all of us,
 9 but it starts with you and Mr. Eckbert for approving this
 10 contract that those questions should have been asked then.
 11 I think the contract, the amendment that you approved is
 12 generous to a fault, but I wasn't here to approve it. You
 13 were. I think that Mr. Fawsett when he reviews this and
 14 shows us that this contract is worth at least \$600,000 and
 15 there is a discrepancy between his valuation of it and
 16 Mr. Williams' attorney's valuation of it, I think that
 17 leads us down one direction. If I were Mr. Williams'
 18 attorney, I'd seek to litigate this, and that will cause
 19 us even more expense and I think it's inappropriate.
 20 I think when Commissioner Diebel and I got on this
 21 commission as new commissioners and making every effort I
 22 must say -- I made every effort -- to work with the rest
 23 of the commission and find a cohesive way for us to build
 24 consensus, we agreed that what we would do is work closely
 25 with Mr. Williams and cure whatever defects you find in

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1 his management style.
 2 Now, I met with the department heads, almost all of
 3 them, and to a man and woman, every single one of them
 4 said that according to the list that Mr. Eckbert had given
 5 to Mr. Williams and presented to all of us that
 6 Mr. Williams went immediately to the department heads
 7 every staff meeting from that point forward what followed
 8 that directive. Now, if that's your criticism of him,
 9 it's unfounded. Did you meet with the department heads?
 10 That's a question.
 11 (Public applause.)
 12 No, no, no, no. No, no, please, please, please.
 13 I'm asking you a question.
 14 COMMISSIONER ECKBERT: Commissioner, I think you put
 15 the department heads in an awful position by asking them
 16 about the man -- to evaluate the man to whom they report.
 17 COMMISSIONER BRIDGES: No, I didn't --
 18 COMMISSIONER ECKBERT: I think that's an awful
 19 business practice --
 20 COMMISSIONER BRIDGES: Mr. Eckbert, I did not
 21 interrupt you --
 22 COMMISSIONER ECKBERT: -- and I think it's a --
 23 COMMISSIONER BRIDGES: -- I did not interrupt you.
 24 I asked you the question --
 25 COMMISSIONER ECKBERT: Would you like me to answer

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1 the question?
 2 COMMISSIONER BRIDGES: Just with a yes or a no. Did
 3 you meet with the department heads? I asked you did you
 4 meet with the department heads. I may have asked --
 5 COMMISSIONER ECKBERT: I've been on this commission
 6 for almost eight years. I've met extensively with the
 7 department heads --
 8 COMMISSIONER BRIDGES: I just want a yes or a no,
 9 please. Did you meet with the department heads?
 10 COMMISSIONER ECKBERT: I've answered the question --
 11 COMMISSIONER BRIDGES: After the mayor suggested
 12 that we do so, did you meet with the department heads?
 13 COMMISSIONER ECKBERT: The mayor never suggested
 14 that I meet with the department heads.
 15 COMMISSIONER BRIDGES: Yes, he did. He asked all of
 16 us to --
 17 COMMISSIONER ECKBERT: No. The mayor asked
 18 permission from the commission to meet with the department
 19 heads which I thought was interesting but, of course, I
 20 think that's perfectly fine for him to. And it's clearly
 21 as the charter states, it's not really our purview to
 22 directly disintermediate the city manager between us and
 23 the department heads. But I didn't view it as a bad thing
 24 or something that I would object to.
 25 COMMISSIONER BRIDGES: All right. Mr. Eckbert, I

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1 went to find out if, in fact, our city manager is doing
 2 the things that you as a commissioner and all of us
 3 collectively asked him to do. I wasn't putting any of
 4 them on the spot. I think that the type of communication
 5 that we're talking about is appropriate. And so I just
 6 find that the city manager is doing what you asked him
 7 specifically through a directive to do and that when all
 8 of us were at the meeting where we reviewed his
 9 performance, we all said that we would work together with
 10 Mr. Williams, and I don't see that happening. And I
 11 frankly fault you for that. I fault you in the sense that
 12 I believe that your raising this question after we had had
 13 his performance review is so uncivil and so inappropriate
 14 and offensive. To me as a taxpayer and a resident in
 15 Winter Park, I'm actually speechless. And for all these
 16 people to sit out here and say that this is a good man who
 17 responds to the citizens who handles the issues and the
 18 problems of growth, the emergencies, whatever the issues
 19 are that come up before us as a city, he has been at the
 20 forefront of every one of those things. For you to
 21 continually disagree with that, I find it hard to believe
 22 that all these people are wrong and you're the only one
 23 who's right.
 24 (Public applause.)
 25 Please, please. I'm very concerned because --

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1 COMMISSIONER ECKBERT: Commissioner, I --
 2 COMMISSIONER BRIDGES: -- when I ran -- just a
 3 minute. When I ran for city office, this was a huge leap
 4 for me because I'm much more comfortable sitting over
 5 there where you all are. But I ran to give the citizens
 6 that I know in this city a voice, and this is my voice.
 7 And I wanted -- I have been on other city boards where I
 8 have been able to bring people with different opinions
 9 together. And I have been successful at that, and I told
 10 the citizens that when I ran I will do that. And I am
 11 continually affected by being able to do that,
 12 Mr. Eckbert, with you and I frankly -- I'm hard pressed to
 13 find out why.
 14 I agree with Commissioner Metcalf when he talked
 15 about strategic planning. We have not done that, but
 16 that's not Mr. Williams' fault. We aren't doing anything,
 17 and I think the responsibility of all of this falls on the
 18 commission. And you all are the customers and the
 19 stockholders of our corporation, and I suggest you all
 20 think about what we're doing right now because I believe
 21 that this is inappropriate. That's my view about it. I'm
 22 done. Thank you. You're just staring at me. I was
 23 assuming you were going to say something. I'm done.
 24 MAYOR STRONG: Commissioner Eckbert, did you want to
 25 say anything at this point?

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1 COMMISSIONER ECKBERT: You know, I've agreed and
 2 disagreed with many people on the commission before, and I
 3 have always believed I spoke from the heart just like
 4 you've just done. I've always believed that they spoke
 5 for what they believe is right for Winter Park. I am
 6 disappointed that someone from the commission would choose
 7 to personally attack me. I think that's unprofessional
 8 and, in fact, I would also say that it violates our own
 9 city's rules and ordinances and particularly Rule 7 of the
 10 quorum which says that any person making personal and
 11 pertinent and slanderous remarks would be removed from the
 12 building so, you know, I --
 13 COMMISSIONER BRIDGES: Mr. Eckbert, don't give me
 14 lessons on civility, please.
 15 COMMISSIONER ECKBERT: Commissioner, like I said,
 16 it's disappointing that we can't disagree about policy and
 17 respect each other. You know -- but I've actually come to
 18 expect that from some of the dialogue that's been in the
 19 community. And I think it's been very destructive to the
 20 fabric of our community, and I think obviously this is
 21 just another example of that. You know, I take no
 22 pleasure in this conversation. It's not a conclusion that
 23 I like. When I decided to pursue this conversation again,
 24 I could have brought it up under new business and
 25 attempted to build a consensus in a surprise fashion. I

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1 thought that was not the honorable or appropriate way to
 2 do it. I went to Mr. Williams and spoke personally with
 3 him which was a very difficult conversation, not one that
 4 anyone would relish. I thought that was the appropriate
 5 thing to do, and I laid all this out to him.
 6 Many years ago when I came to this conclusion, I
 7 approached Jim with an alternative that I believed would
 8 create an opportunity for him to retire here in the city
 9 and to work to the conclusion of the rightness and
 10 boldness of his desires in some other position other than
 11 city manager, and that was his very specific desire not to
 12 pursue those conversations.
 13 To Commissioner Metcalf's point, I have no relish
 14 for this forum, this environment, but to dispatch my
 15 responsibility as a commissioner once I've reached the
 16 conclusion that there is a better way for the city to be
 17 managed and it's not compatible with Mr. Williams' skill
 18 set. It's my responsibility to intervene as an advocate
 19 for what I believe is best for Winter Park to pursue that.
 20 And, like I said, it's disappointing and troubling to me
 21 that there would be personal attacks associated with this
 22 and aspersions cast as to ulterior motives. But, like I
 23 said, that has become part of what happens in Winter Park
 24 and that's I believe to our detriment.
 25 COMMISSIONER BRIDGES: I believe it's to our

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1 detriment but, Mr. Eckbert, I do not understand why once
 2 you have stated your concerns, addressed them both with
 3 the commission and with Mr. Williams and you were
 4 overruled by a majority why it is you feel compelled to
 5 keep bringing this forward. And now we're looking at a
 6 lawsuit because I doubt very seriously that -- well, I
 7 know we don't have \$600,000 in our budget, and the
 8 citizens don't want us to fire the man.
 9 MAYOR STRONG: Okay. Commissioner Diebel.
 10 COMMISSIONER DIEBEL: After my appointment election
 11 and confirmation to the city commission, this was one of
 12 the very first issues that was brought to me by several
 13 citizens along the way after the fact and so forth. And
 14 back at the time it was first presented on the agenda I
 15 agreed and advocated to watch and work with Jim Williams
 16 through some very critical issues, very
 17 financially-impacting issues with our comprehensive plan,
 18 with our commuter rail, with the settlement that resulted
 19 from the Carlisle situation. And we have now been six
 20 months later where we've had some very financially risky
 21 things that preceded my position here at the commission
 22 that have been very difficult to resolve. And this city
 23 and our citizens, our collective citizens of every body
 24 has been operating in the absence of a growth management
 25 plan at all. And it's very evident by the people who

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<p>1 spoke tonight in several different comments about how 2 difficult that's been to have a surety. And I do believe 3 that part of the leadership in establishing a growth and 4 management strategy under the pressures that Winter Park 5 continually endures is the responsibility of our city 6 leader. 7 It's been six months now and very critical and 8 financially-impacting decisions, and I believe that we 9 need a very solid growth management plan that addresses 10 all of the needs of the citizens and not just land use but 11 traffic and uses and services and very much so the budget. 12 I'm greatly distressed that we have a final situation that 13 has an escalating part of this and was clearly unintended, 14 I'm sure, by everybody. 15 I would look forward to future leadership 16 instituting a plan as such, and while I support the work 17 that Mr. Williams has done for our city I do believe we 18 have room to have a leader that has the ability to 19 implement those things for the good of all of our city and 20 the goals that we intend to reach. And I do believe I've 21 sat very patiently through countless hours in decision 22 making where I've asked for good guidance, and I've asked 23 for good matrix. And I've asked for good 24 financially-backed decision making, and I would look 25 forward to improvement in that area going forward.</p>	<p>1 I, like Mrs. Bridges, met with every staff 2 department head. By the way, I did suggest that everyone 3 meet with -- and it was certainly not a directive or 4 anything like that, but I chose to meet with every staff 5 department head. And I was astounded mostly by the 6 consistency of response of what I got from all the 7 department heads. And certainly every bit of our 8 conversation will remain confidential, but here are the 9 words I kept hearing over and over again. Team work. 10 Family. Fairness. This is a kind of environment that I 11 try to create and everybody tries to create in their 12 business and we've got it. We have got it, and we've got 13 it with department heads who have been there as little as 14 two years, and we've got it with a number of people who 15 have been department heads for 30 years or more, many of 16 them. They wouldn't be -- I don't think they'd be here 17 without Mr. Williams. I really don't. And I think we're 18 very, very fortunate to have them. I'm concerned that 19 some of them may leave if Mr. Williams leaves. And 20 regardless of whether they choose to stay or not, I don't 21 think that we could find a better leader to foster the 22 team work, the family atmosphere that makes our city work, 23 makes our city run well. 24 The other question I have for our senior staff which 25 I think Commissioner Bridges alluded to is what happens</p>
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<p>1 I don't support the retention of Mr. Williams for a 2 very, very consolidated -- in fact, this city and our 3 citizens need a very solid growth management plan. It's 4 been expressed by every city commissioner and every 5 citizen that I've heard stand up and speak on every issue. 6 I look forward to improvement with a future leader. 7 Thank you. 8 MAYOR STRONG: I'm going to talk a little about -- 9 I've had the opportunity to work with Mr. Williams for a 10 year and a half now. I really didn't know him before that 11 time, and I want to talk about some of my feelings about 12 him. 13 Mr. Eckbert alluded to it last week, and Mr. Metcalf 14 also stated today about what a wonderful staff we have in 15 our department heads and I couldn't agree more. And I 16 will say that if Mr. Williams had done nothing else but 17 hire that staff and manage to retain them, he would have 18 done a great job, nothing else we have to do. And I think 19 both of you would agree with me we have a good staff. 20 That is leadership. That's where leadership comes from is 21 getting the best people to do the best job that they can 22 possibly do. And if he has done nothing else, he's done a 23 fantastic job of establishing a staff that has the 24 confidence of the city and the city's interest at heart 25 constantly.</p>	<p>1 when Mr. Williams meets with you. Does he take the 2 directive of the commission seriously? Does he ignore? I 3 know personally because I've seen Mr. Williams in action 4 when somebody on the street tells him about their garbage 5 can or something, he writes it down in his book and it's 6 fixed the next day. But in terms of our staff, 7 Mr. Williams, according to all of the department heads, 8 his number one priority, number one, is to respond to the 9 directives of the commission. Without exception, they 10 have staff meetings every week, and his direction is to 11 address what the commission wants to do. I think there 12 have been times when the commission's directives have been 13 confusing, but his number one goal, according to all his 14 staff members, senior staff, is to carry out the 15 directives of the commission. I think that -- well, I'll 16 come back to that. 17 But in fairness I want to state a criticism of 18 Mr. Williams that I heard consistently. The criticism is 19 that Mr. Williams, although he knows everything that's 20 going on pretty much and he has pretty strong feelings 21 about some things, he does not voice them in public. He 22 is there to answer questions. He defers repeatedly 23 through his department heads who have intimate knowledge 24 of some of the issues that are raised, and that is a part 25 of fostering a family and a team work that makes our city</p>

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<p>1 run really well. The criticism that he does not have an 2 assertive style, some people may perceive that as a 3 weakness. I perceive that as someone that subjugates his 4 personal aggrandizement to better his department heads, 5 and that's an asset. That's not a weakness by any means. 6 Last week, Commissioner Eckbert, you raised the 7 issue of the fact that Mr. Williams did not respond to 8 your request for a different type of agenda and addressing 9 issues in an orderly way. On June 11th, I think, was the 10 date we voted on a revised agenda and a revised way of 11 looking at things from a consent agenda to an action item 12 that happened at the next meeting, June 25th. I hope you 13 remember that because that's a simple example of 14 Mr. Williams' immediate response to addressing a concern 15 that you had. It was a lot of concern that I had, the 16 concern that you had, and I guess the majority of the 17 commission had it too because we went to this new type of 18 agenda and he addressed it. He addressed it. And I see 19 that over and over again. 20 One of the things that we heard tonight is that 21 Mr. Williams does not take a stronger stance on things 22 like annexation. It was Mr. Metcalf's big concern. 23 Commissioner Diebel was concerned about the fact that we 24 don't have a comprehensive plan, and I guess Commissioner 25 Metcalf also that we're not doing strategic planning, that</p>	<p>1 our job. And our citizens are going to tell us whether 2 we're doing the job right or wrong when they vote. So I 3 think you need to look hard at what his job is, what is 4 his job, and what is our job. And our job is to decide 5 those things, and if we've done a bad job doing it, shame 6 on us. And, personally, you can blame me for everything. 7 I accept them. I've done a terrible job as a mayor 8 because I haven't been able to bring common sense and 9 consensus to this commission and I regret that, but that's 10 not Mr. Williams' job. That's my job and that's our job. 11 I want to address the specific concerns, 12 Mr. Eckbert, you raised. You talked about some of the 13 weaknesses that you perceived in Mr. Williams' 14 performance, the fact that he does not make decisions well 15 and does not prepare well for us to make decisions. I 16 disagree. No. 1, his job is not to make decisions. His 17 job is to execute the decisions we make. No. 2, preparing 18 to make decisions. I know that when I have a question for 19 Mr. Williams and I don't understand something, he 20 answers -- he gets me the facts or his department head 21 gives me the facts, and I make the decision as best as I 22 can with the information that he's given me. I have never 23 felt that he withheld information from me, that he gave me 24 bad information, or that he wasn't prepared to give me 25 information that was accessible to him.</p>
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<p>1 we're not planning growth properly. I want to suggest to 2 you that I don't have a clue whether Mr. Williams is for 3 or against commuter rail, for or against four-story 4 buildings or two-story buildings, for or against 5 annexation. I don't have any idea, and that's a 6 tremendous asset. He's totally -- I assume he has 7 opinions on things. I guess we all do, but I've never 8 heard one from him. He subdues his opinions to the wishes 9 of this commission, period, period, not even the wishes of 10 the citizens. I'm sure he hears from thousands of 11 citizens like we do every year, and he doesn't do anything 12 except take what we give him and execute them. 13 We talk about execution. This really goes to the 14 heart of the matter which is what is his job? And the 15 answer is he is to execute the directives he gets from 16 this commission. Does he do that? Yes. His job is not 17 to decide whether commuter rail is a good thing or a bad 18 thing, not to decide whether a stop in Central Park is a 19 good thing, not to decide whether annexing out to 436 is a 20 good or bad thing. His job is to do what we tell him to 21 do, and there's no question in this community -- there are 22 differing opinions in the community as to what is the 23 right thing to do. There's no question of differences of 24 opinion on this commission about whether or not those are 25 the right things to do, but that's not his job. That's</p>	<p>1 I believe you criticized Mr. Williams for not 2 communicating the facts to make a decision. That's a 3 two-way street. I don't sit at home thinking, you know, 4 where is Mr. Williams' directive on this? If I have a 5 question, I ask him, and I truly believe that you have not 6 asked for the kind of answers that you're looking for. I 7 believe that. 8 Now, I don't question your reasons for wanting to 9 terminate Mr. Williams. I think they're bad, but I don't 10 question them as trying to do the right thing. I think 11 you think you're trying to do the right thing. I can't 12 agree with you at all on that. You've talked about 13 Mr. Williams and his city staff react to a budget. The 14 budget is not his job. It's our job. I can tell you that 15 I have met with Mr. Williams and his department heads 16 personally to talk about budget items. And I've 17 questioned items that I thought that at least I didn't 18 understand and maybe didn't appreciate, and I either got 19 an answer that I liked or I got a response that made me 20 think about it. I'm not aware personally, and this is I 21 think is a fair criticism of you, I don't remember you 22 ever raising an issue of any budget item that concerned 23 you. Correct me if I'm wrong. I just don't remember you 24 saying what about this, what about that. I'm not sure 25 you've read the budget with any depth or care.</p>

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1 COMMISSIONER ECKBERT: I'll be glad to answer to
 2 that. One specific example --
 3 MAYOR STRONG: Let me finish -- let me finish, and
 4 I'll be glad to give you that opportunity. The argument
 5 that four or five years is an average time for a city
 6 manager is really irrelevant. It makes no -- it's
 7 absolutely irrelevant to any part of our discussion. If
 8 Mr. Williams had done a wonderful job for one year and
 9 then a poor job after a year, he should be gone. If he's
 10 done a wonderful job for 30 years and then had done a bad
 11 job, he should be gone. The issue is has he done the job
 12 that we've asked him to do? And the job that we've asked
 13 him to do is in the city charter. It's not in the
 14 policy-making decisions that you suggest he should be
 15 making, and it's a totally irrelevant aspect of this
 16 decision. The fact that he's been here 16 years or
 17 whatever it's been is inconsequential. It has no bearing
 18 on any part of our decision.
 19 Now, I will say this, although it's not tops on my
 20 list of what the severance should be. It's almost
 21 irrelevant to me what the severance should be because it
 22 is what it is. If Mr. Williams' attorney disputes it,
 23 some court will resolve that, and it will be 600,000 or it
 24 will be 4 million or it will be somewhere in between.
 25 That's irrelevant to our decision. Our decision is to

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1 decide whether Mr. Williams has done a job that the city
 2 charter demands that he do and, more importantly, what
 3 we've asked him to do. And to my thinking and my personal
 4 experience, he has responded consistently and promptly to
 5 every request this commission has made.
 6 The decision to raise this issue after three months
 7 when the decision is made to retain him is -- I don't know
 8 if it's illegal, but it sure is improper. I don't believe
 9 you review employees on a quarterly basis in any business
 10 anywhere in the world unless they've done something wrong,
 11 not one. And the fact that we have reviewed his
 12 performance in May and three months later deciding whether
 13 or not he's fulfilled his obligation to us is just grossly
 14 unfair to Mr. Williams and contrary to any, any acceptable
 15 business practice that I've ever heard of anywhere in the
 16 world.
 17 And last, but not least, and I'm not basing this on
 18 the comments we've heard tonight, we've heard a lot of
 19 people in support of Mr. Williams. We've not heard one
 20 that's not in support of Mr. Williams. I'm sure there are
 21 some. We haven't heard from them but, more importantly,
 22 we have 75 percent of our people surveyed who thinks the
 23 city is doing a good job, 75 percent. Nobody gets 75
 24 percent approval rating in any business or any government
 25 that I know of. And to get 75 percent approval tells me

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1 the city is doing something right, and I promise you it's
 2 not because of the commission is doing something right;
 3 it's because Mr. Williams and his department heads are
 4 doing something right.
 5 So that's where I am. Did you want to respond to
 6 something or comment?
 7 COMMISSIONER ECKBERT: I'm happy to. You know, I
 8 could go down point by point. I'm not sure that's helpful
 9 or productive tonight. I'll just give you one example on
 10 the budget issue that you raised. I've been in favor of
 11 linking strategic planning to the budgeting exercise. And
 12 that's one of my chief frustrations in how the city is run
 13 that we don't link our strategic planning to our budgeting
 14 exercise. And just one specific example of that was that
 15 as this community struggled with the comprehensive plan,
 16 we all identified the need for more planning and how to
 17 identify the things that make Winter Park special and that
 18 bring charm and character to our city. And we decided
 19 that -- I think we all gave direction that the exercise of
 20 exploring form-based codes was something that would be
 21 productive for our city to look at. And then when the
 22 budget came around, the funding for form-based codes was
 23 below the line for the city manager's recommendation for
 24 the bucket for this year rather than above the line for
 25 that. So that's an example of a budgetary issue wherein

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1 the strategic planning of the city wasn't linked to the
 2 budgeting exercise, and that's just an example of that.
 3 You know, what happened in May wasn't a retention of
 4 Mr. Williams. It was an opportunity to give him a raise
 5 or not to give him a raise which has nothing to do with
 6 how the charter lays out his employment is to be
 7 considered. The commission -- the charter is eminently
 8 clear as is confirmed and echoed and in his contract it is
 9 an at-will contract. At any point it's appropriate for
 10 the city commission to consider these matters, and it's
 11 surprising to me that it should be characterized as you
 12 characterize it, Mr. Mayor, or any other issue. This is
 13 an issue that I've long believed was the case has been
 14 recently confirmed with the experience we went through
 15 with the comprehensive plan and believe it's entirely
 16 appropriate now to consider it.
 17 MAYOR STRONG: Well, Mr. Williams -- in May we did
 18 not only a raise but a performance review, a review of his
 19 performance. And I know that you did not support his
 20 raise or his performance, but the majority of the
 21 commission did. And it was something that, I think, in
 22 your business and any other business that you would
 23 probably assume that for the coming year absent some gross
 24 misconduct or failing that you would probably want to have
 25 an annual review. Do you have any annual reviews in your

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1 business?
 2 COMMISSIONER ECKBERT: Yes. Biyearly reviews.
 3 MAYOR STRONG: Twice a year?
 4 COMMISSIONER ECKBERT: Um-hmm.
 5 MAYOR STRONG: Okay. Good for you.
 6 COMMISSIONER ECKBERT: Typically, in our company we
 7 divorce the performance evaluation from any sort of
 8 compensation consideration because we believe that
 9 that's -- you can provide direction to an employee
 10 productively that may not be tied to compensation.
 11 MAYOR STRONG: Okay. You also mentioned the
 12 comprehensive plan. Would you say it's fair to say that
 13 there are a lot of people with differing opinions in this
 14 town about comprehensive plan what it should be?
 15 COMMISSIONER ECKBERT: No question.
 16 MAYOR STRONG: Yes. Mr. Williams, is he going to
 17 resolve that issue? No. That's not his job. That's not
 18 his job.
 19 COMMISSIONER ECKBERT: I think Mr. Williams' job, in
 20 my opinion, is to create a process through which every
 21 citizen can have a voice in the process in which we can
 22 have a fair --
 23 (Public outcry.)
 24 Mr. Mayor, I think our rules of decorum are very
 25 clear that this type of outcry is inappropriate and it

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1 should be --
 2 MAYOR STRONG: Please hold your applause and your
 3 criticism. Thank you.
 4 COMMISSIONER ECKBERT: And, you know, I will say
 5 that this type of environment is unhelpful to our city and
 6 to the deliberations that we take.
 7 MAYOR STRONG: Okay. I don't disagree with you that
 8 applause and vocal criticism is the best thing. I think
 9 there is room for a very open professional debate and,
 10 frankly, I think you're on the wrong side of this debate
 11 vis-a-vis the great majority of our citizens. And I
 12 believe you're putting your concerns about process and
 13 procedure over and above substance because the substance
 14 of the city is fine. There's nothing wrong with the
 15 operation of the city that I'm aware of that doesn't
 16 either come to this commission's -- it is the commission's
 17 responsibility -- or isn't the subject of a lot of debate
 18 within our community going forward.
 19 I'm really concerned, Commissioner Diebel, that in
 20 three months' time you've changed your attitude on this.
 21 I'm at a loss to think why that is. And I think your
 22 position that Mr. Williams should be terminated is a
 23 terrible decision, and I hope you will reconsider it.
 24 Any other discussion or comment?
 25 COMMISSIONER METCALF: I want to have a little bit

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1 of discussion because one of the key challenges that I see
 2 in this is that I think there's a huge difference of
 3 opinion on the commission about what really our role is
 4 versus the role and responsibilities of the city manager.
 5 If, in fact, Jim's job is just to salute smartly and head
 6 off and do whatever we suggest, then he probably has done
 7 some good things. But if the role is that he's a CEO, in
 8 which case he'd be a chief operating officer or something
 9 like that, and all he'd be doing is just responding to the
 10 plan that's laid out and go execute it. But if he is, in
 11 fact, a chief executive officer of the city, which is the
 12 way I read the role of a city manager form of government,
 13 he's the guy that's in charge.
 14 What we are, our collective challenge is to be a
 15 board of directors and sit there and kind of help shape
 16 the business we're going to be in and where we're going
 17 but running the city, achieving the goals that meet the
 18 needs. And, frankly, it's the needs of all these
 19 citizens, the roads and commodes in the streets and how to
 20 deal with the traffic, how to do everything else that
 21 we're dealing with. I think that what you need is you
 22 need a city manager who establishes his plan, knows what
 23 it is, and then does everything he can to convince the
 24 board of directors that that's the right plan, that in
 25 fact, you know, if we're somehow not going along with it,

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1 we really ought to be helping Jim find the money. That's
 2 the budgeting process that we have, to accomplish the
 3 goals that he believes along with his great team. And let
 4 me tell you the one criticism that no one should have
 5 heard tonight is that this group is criticizing the team
 6 that Jim has found, and many of you were here before that.
 7 But if the goal is -- if our role is five
 8 independent let's all figure out what we want to do and
 9 then order Jim to go out and do it, and he gets some that
 10 wants stick and some that wants spray and, you know, we're
 11 trying to find how we decide majority rule on everything,
 12 I just don't think we have five CEOs and one COO. I think
 13 we have five members of a board and one CEO. And when I
 14 look at it again, my chief concern -- this goes back to my
 15 military experience. It's what I've done for 20 years is
 16 strategic planning. It is that long range how do you
 17 assure that 15 years from now, 25 years from now you're
 18 going to have a city that's as good or better than the
 19 city we have now?
 20 We sit here and we talk about Comstock and Morrison,
 21 some of these folks that are a hundred years old, and we
 22 look around and say, man, those guys had a great idea.
 23 They really did. They came to a railroad stop and they
 24 built a little community around the railroad stop and
 25 everything worked fine. And they probably said I hope

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1 that a hundred years from now it's as nice as it is now.
 2 And I think we looked at it, and we say we've got a great
 3 little town. And we hope that we can improve it, and we
 4 hope that we can carry on with it. And then a hundred
 5 years from now the guys that will be the commissioners at
 6 that point will look back and say, well, boy, they didn't
 7 screw it up a hundred years ago any more than we say they
 8 didn't screw it up a hundred years ago, that it's a
 9 wonderful, wonderful, wonderful community.
 10 But that takes active, aggressive, proactive,
 11 continuous efforts to decide what needs to be done to
 12 preserve that nugget, the strategic planning, not
 13 budgeting every single year-to-year budgeting and not the
 14 issue that I often think is our challenge which, if
 15 nothing bad happens between this Thursday and next
 16 Thursday, we think we've done a good job. We haven't. We
 17 haven't. We haven't done a good job unless we can somehow
 18 take steps to assure that some random Thursday 30 years
 19 from now we've still got a city that's as good as this one
 20 when we're in an environment where there's 4.2 million
 21 people around here and we're just crushed. And if we look
 22 back on it at that point and you say, damn, if they had
 23 only...
 24 COMMISSIONER BRIDGES: -- not fired Mr. Williams.
 25 MAYOR STRONG: Wait a minute. Excuse me, excuse

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1 me --
 2 COMMISSIONER METCALF: Well, you know, that may be
 3 one thing, but if it only dealt with the annexation, dealt
 4 with the traffic issues that were necessary, dealt with
 5 the need for a more balanced commercial and residential
 6 revenue source in our city. Now, those are the kinds of
 7 things that we can help with, but in three or four months,
 8 you know, you'll have a whole new group in here. Maybe
 9 it'll be us, but you'll have new people and will be
 10 dealing again for one year at a time, will be dealing with
 11 the same issues that we dealt with last year and the year
 12 before and the year before and the year before.
 13 COMMISSIONER BRIDGES: Mr. Metcalf, I share your
 14 concern. One of the reasons I wanted to run was to share
 15 and participate in the strategic planning. And if there's
 16 not strategic planning being done, that is our
 17 responsibility. We are the ones who -- we are the
 18 representatives of these citizens. They elected us. They
 19 didn't elect Mr. Williams. You made the comment that he
 20 found this staff that works for him. He didn't find them.
 21 He created them. He supports them. He develops them, and
 22 his leadership shows there. Nobody has asked him to be
 23 the leader of the city of Winter Park. We were elected
 24 for that purpose. It's our responsibility. We need to
 25 shoulder that, and I do not think it is attractive at all

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1 for us to throw Mr. Williams under the bus, as they say,
 2 because we haven't done our job. And I think it's
 3 appalling.
 4 COMMISSIONER METCALF: So you think we're five CEOs.
 5 COMMISSIONER BRIDGES: We are elected
 6 representatives, and we listen to the constituency here.
 7 And then we bring their concerns, and it's up to us to
 8 hash it out. And I also believe in majority rule, and the
 9 majority in May evaluated Mr. Williams' performance,
 10 looked at weaknesses and strengths, and we committed to
 11 work with him and we gave him a pay raise. And the idea
 12 that we would come from this point forward and change him
 13 out and create additional stress and challenges in our
 14 city and force change throughout our city is not going to
 15 achieve the very thing that you just said you were looking
 16 for. It's our responsibility.
 17 I am asking you to leave Mr. Williams here to vote
 18 tonight to keep him and for us as a commission to commit
 19 to this community that we will work together instead of
 20 against each other, work together. I have agreed with you
 21 and I've disagreed with you, but I am willing to work very
 22 hard with you to get the things done that you're saying
 23 needs to be done because I share this concern. And I
 24 think the citizens share those concerns. We need a good
 25 strategic plan. They elected us to do that, not

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1 Mr. Williams. I'm asking you to reconsider your vote.
 2 CITY CLERK: Mr. Mayor, I've had a citizen that just
 3 brought something to my attention that they wanted me to
 4 remind you. There was a motion made on 5/14/07 of this
 5 year during the city manager's evaluation process, motion
 6 to approve a year commitment to Mr. Williams with a 4
 7 percent increase seconded --
 8 MAYOR STRONG: Okay. That was from the minutes?
 9 CITY CLERK: Yes, sir.
 10 MAYOR STRONG: That was a motion to approve his
 11 employment for a year?
 12 CITY CLERK: To approve a year commitment --
 13 MAYOR STRONG: A year commitment.
 14 CITY CLERK: Yes, sir.
 15 MAYOR STRONG: Okay. Well, Mr. Fawsett, if we make
 16 the decision to terminate Mr. Williams, do you see that as
 17 a problem if that motion is accurate, if that decision is
 18 accurate?
 19 MR. FAWSETT: Can I see the language?
 20 MAYOR STRONG: Please. Mr. Fawsett, I didn't mean
 21 to put you on the spot for a legal opinion. I guess
 22 reaction is a better word, but tell us whatever you want
 23 to tell us.
 24 MR. FAWSETT: Okay. Well, what you need here is a
 25 legal opinion, and you're going to have one. Ms. Clerk,

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1 would you read the text of that motion again, please?
 2 Just read it out loud, and I'll tell you what I think you
 3 need to do and why.
 4 CITY CLERK: This is a motion from May 14, 2007.
 5 Motion made by Mayor Strong to approve a year commitment
 6 for Mr. Williams with a 4 percent increase. Seconded by
 7 Commissioner Bridges. Then there was a lot of discussion
 8 that took place in between that, and then upon a roll call
 9 vote, Mayor Strong and Commissioners Bridges and Diebel
 10 voted yes. Commissioner Eckbert voted no. The motion
 11 carried with a three-one vote.
 12 MR. FAWSETT: Okay. I was told that in May the
 13 commission by a three to one vote with one commissioner
 14 absent granted Mr. Williams 4 percent increase. I wasn't
 15 told the substance of the motion. I now hear for the
 16 first time that the motion was to approve a one-year
 17 commitment. That's done in a public meeting under all the
 18 scriptures of the Sunshine Law, and I think the contention
 19 on the part of Mr. Williams would be that that is a
 20 modification of an otherwise at-will agreement. I am not
 21 prepared to say that's what it is. I mean, quite
 22 honestly, this is somewhat different for me because I am
 23 accustomed to giving unequivocal opinions without a lot of
 24 lawyer-weasel wording, and here this simply requires a
 25 little bit more thought.

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1 Let's assume, however, that the commission unknown
 2 to me had given him a written one-year commitment, and
 3 both parties had signed it in writing. The legal effect
 4 of that would be to extend the contract for one year, and
 5 so if he were to be terminated, it would seem to me that
 6 he would receive in addition to the severance compensation
 7 due at the end of the one year -- if you terminated him
 8 right now, he would probably get the severance
 9 compensation due now plus one year's additional salary.
 10 However, given the fact that you're asking me for
 11 legal advice on -- I guess you've asked me for the
 12 calculation which requires legal advice as to how to apply
 13 the contract. Now you're being told and, therefore, I'm
 14 being told that there is a possibility -- I emphasize the
 15 word possibility -- of a one-year extension. This is
 16 going to require a little bit more thought, and you can
 17 have a special meeting tomorrow morning if you want or in
 18 two days' time. I'm not prepared to sit here and tell you
 19 that that wouldn't be considered a one-year extension of
 20 the contract. I mean, that's a most unusual motion when
 21 you're giving someone a raise but, nonetheless, I've heard
 22 the substance of it. And if a court were to rule that it
 23 is a one-year extension, then you'd be dealing with at
 24 least one more year of base compensation which is \$174,000
 25 plus what I view as the benefit package which is about

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1 another \$61,000.
 2 So my legal opinion is it could be -- somehow I
 3 don't think it is because the charter makes him an at-will
 4 employee, and this contract makes him an at-will employee.
 5 And I'm not sure that a resolution in a public meeting is
 6 enough to change that. But, you know, you just can't
 7 expect something more definite than that when we've never
 8 seen that language before.
 9 In summary, your worst case is that that's a
 10 one-year extension which adds roughly 174,000 plus another
 11 61,000 to the ante.
 12 COMMISSIONER ECKBERT: One question. Would that at
 13 least be from the point of when that -- in the worst case
 14 scenario would that be from the point where that vote was
 15 taken rather than the vote today it was taken because it's
 16 been May, June, July, August, September, you've got four
 17 months. That's a third of the year since the --
 18 MR. FAWSETT: As I say, I pride myself on
 19 unequivocal advice, but I can't answer that question for
 20 you with the degree of confidence that you would want.
 21 MAYOR STRONG: Well, what advice would you give the
 22 commission today? Would you recommend that we defer
 23 action until you've given this one thought, or would you
 24 suggest that we move forward with an action?
 25 COMMISSIONER ECKBERT: I can tell you what my action

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1 is. And to your point you said the amount of the
 2 severance isn't the issue. The issue is -- the question
 3 is whether the job is getting done and it should be done.
 4 This development does not change my opinion in any way,
 5 shape, or form. I would suggest that we vote on this now.
 6 The public has come. I don't want to create some other
 7 environment where the public is -- you know, tomorrow or
 8 the next day is insufficiently represented and present.
 9 We've gone through this effort tonight. We've gone
 10 through the machinations. If Mr. Fawsett has some change
 11 or other interpretation tomorrow, we can certainly
 12 reconsider his advice at that point if it dramatically
 13 changes our advice, but I believe we should call a vote
 14 and move forward tonight, Mr. Mayor.
 15 MAYOR STRONG: Okay.
 16 MR. FAWSETT: Do you want me to stay here or sit
 17 back down?
 18 COMMISSIONER METCALF: Well, you might sit there
 19 because you may become a Robert's Rules of Order person.
 20 MR. FAWSETT: It seems that I've done everything
 21 else --
 22 COMMISSIONER METCALF: What you all did in May was
 23 you made a motion and you passed a motion and it was a
 24 three-one vote. It is my understanding of things like
 25 motions and votes and that somebody who is on the winning

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<p>1 side of that can move to reconsider a motion that occurred 2 back in May. And if we do that and a majority of the 3 people agreed that that motion is withdrawn, then you 4 would be able to go back and make a new motion. So I 5 mean, the reason I'm suggesting that is that again, it's a 6 Robert's Rules thing. But I am aware, and we've done this 7 before, that people who have been on the winning side have 8 said two meetings later or three meetings later I'd like 9 to reconsider that. And as long as you -- the person who 10 lost can't suggest it, but the person who, in fact, was on 11 the winning side can say I think there's new circumstances 12 or a different situation. 13 MR. FAWSETT: If that's a question for me, sir, I 14 don't know the answer to it. 15 MAYOR STRONG: Can you help us, Trippe? 16 MR. CHEEK: Well, first of all, we've never adopted 17 Robert's Rules of Order mand I will say that to make it 18 clear. But the general concept that if you're on the 19 winning side you can move to reconsider is a fairly 20 fundamental concept in procedural rules, so to that extent 21 I think that you're probably right, Commissioner. The 22 concern I have is what would be the effect of that and 23 this is what I don't know. If the issue is whether or not 24 that would undo a contract that was created, I would think 25 that would be something we'd want Mr. Fawsett to think</p>	<p>1 into on May 24, 1994, between the city and Mr. Williams, 2 and at that time it contained a section for termination 3 and severance pay. That section was, in essence, deleted 4 in its entirety -- amended in its entirety to read what we 5 discussed, this new formula. However, that only affected 6 one section of the agreement. The agreement does say at 7 the very end under Section 23, general provisions, the 8 text herein shall constitute the entire agreement between 9 the parties. There's nothing in here saying what 10 employment agreements all can say which is this agreement 11 constitutes the entire agreement, and it supersedes any 12 other discussions past or present and can only be changed 13 by signed agreement signed by both parties. That's what 14 some agreements say. This one doesn't. 15 So it's questionable either way whether this motion 16 constitutes an additional year of contract, but it's 17 arguable and debatable. And anyone in my position would 18 have wanted to know about it in advance so that we could 19 at least consider whether it should be part of the 20 calculation. But, you know, it doesn't bring it up to -- 21 it would add whatever, 174,000-plus, about 61 thousand, 22 give or take, something like that. That's about what we 23 would be talking about. And if you want a clear -- if you 24 want the type of opinion I usually give about something 25 like this, it's going to take a little more time.</p>
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<p>1 about because can you use the procedural rule to undo the 2 contract commitment? I don't know the answer to that for 3 sure. 4 MR. FAWSETT: Okay. Mr. Metcalf is suggesting that 5 the possible one-year extension could be undone by a vote. 6 I would defer to you on that question. 7 MR. CHEEK: Once again, I think that -- 8 COMMISSIONER METCALF: I wasn't suggesting it. I 9 was asking. 10 MR. CHEEK: I think that a person on the winning 11 side -- once again, I'm making a pronouncement about 12 procedure when the city has not officially adopted any 13 rules of procedure on these points. But, in general, if 14 you reasoned the Robert's Rules by analogy, a person on 15 the majority side can move to reconsider. 16 MAYOR STRONG: At any time? 17 MR. CHEEK: I'm not aware of any deadline on it. 18 I'll tell you what. If you'll give me just a minute and 19 let me pull out the rule book, I'll check so we'll be sure 20 about that. 21 MAYOR STRONG: Okay. 22 MR. FAWSETT: Mr. Mayor, here's something. I'm 23 looking at the relevant contract that I applied is the 24 second amendment. That's an amendment of one section of 25 an original agreement. The original agreement was entered</p>	<p>1 MAYOR STRONG: Let me ask you a different question. 2 Assuming this is a debatable -- and maybe there are other 3 debatable issues here in this contract. This is a fairly 4 debatable thing that maybe a court would have to resolve? 5 Do you agree with me on that? It's at least debatable? 6 MR. FAWSETT: A court would -- I mean, it can 7 certainly -- I would suggest that if the vote were to 8 terminate the manager and there were litigation, this 9 would certainly be one of the issues the court might have 10 an easy time with it. But it would certainly be one of 11 the issues that would be part of litigation. 12 MAYOR STRONG: My question is in the event of 13 litigation would you care to give us an estimate of what 14 litigation would cost? Did you say the prevailing party 15 always regardless of who the prevailing party is 16 recovers -- 17 MR. FAWSETT: The statute -- the case law gives the 18 court discretions to award prevailing party attorney's 19 fees. Under the case law over the years, however, when 20 the plaintiff wins, the plaintiff almost always recovers 21 attorney's fees. If the defendant wins, maybe not. So, 22 yeah, you'd have to factor in you want an estimate, my 23 hourly rate is 370 an hour, other people in my practice 24 group have hourly rates, and you'd be looking at 100, 200 25 hours anyway, possibly more. Very difficult to estimate</p>

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1 that, but it would be a material cost factor.
 2 MAYOR STRONG: Okay. Well, if there were 200 hours
 3 and you're \$400 an hour, 200 hours, that would be \$80,000.
 4 Does that sound like a reasonable --
 5 MR. FAWSETT: Yeah. It would measure up to the --
 6 yeah.
 7 MAYOR STRONG: Okay. I just wanted to get a rough
 8 idea.
 9 MR. CHEEK: Do you want me to address the procedural
 10 question now that I've looked up the rule? Rule 36 of
 11 Robert's Rules of Order -- it's the reconsideration rule.
 12 It's pretty long. It says the motion can be made only on
 13 the day the vote to be reconsidered was taken or on the
 14 next succeeding day, a legal holiday that's not been
 15 counted as a day. It must be made by one who voted with
 16 the prevailing side. Any member may second it. Further
 17 down it says the motion to reconsider cannot be applied to
 18 a vote on a motion when the vote has been partially
 19 executed or something has been done as a result of the
 20 vote the assembly cannot undo or to an affirmative vote in
 21 the nature of a contract when the other party of the
 22 contract has been notified of the vote. In accordance
 23 with these principles, votes on the following motions
 24 cannot be reconsidered.
 25 So I would have to say that under Robert's Rules

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1 it's at least not clear that it could be reconsidered.
 2 COMMISSIONER METCALF: I'm sorry. Say that again.
 3 MR. CHEEK: I would say it does not appear if
 4 Roberts Rules apply that it could be reconsidered at this
 5 stage based on what that language says.
 6 MAYOR STRONG: It does not appear that this can be
 7 reconsidered --
 8 MR. CHEEK: Under Robert's Rules.
 9 COMMISSIONER METCALF: And you're saying that
 10 because part of the year has started and --
 11 MR. CHEEK: Right. And basically -- I suspect the
 12 idea is reliance that the contract has run for a time.
 13 I'm being a little ambiguous because this is just some
 14 language probably written a hundred years ago, and we're
 15 trying to apply it on the fly here. That's what it sounds
 16 like.
 17 COMMISSIONER ECKBERT: I have several thoughts on
 18 this. First of all, the contract says under Section 2A
 19 nothing in this agreement shall prevent, limit, or
 20 otherwise interfere with the right of the city commission
 21 to terminate the services of the employee at any time. So
 22 from a contractual perspective that's very clear. The
 23 charter says under Article 4, Administration 4.03, the
 24 commission may remove the city manager by a majority vote
 25 of all the commission members. So there's no question

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1 about our ability to do this. The question becomes does
 2 this affect severance pay? I agree with the mayor that it
 3 shouldn't matter. I will say that if there's going to be
 4 a reopening conversation about what severance is, I think
 5 there's risk and from the potential petitioner for that
 6 for the formulas that were implied in the way in which
 7 that was passed as well. So I believe there's exposure to
 8 the formula as it stands now should that come to
 9 litigation as well. I think there are opportunities to
 10 make your arguments about that and the propriety of the
 11 extent to which they were and the reasonableness of the
 12 payments as well.
 13 So I believe that it's very clear from the contract
 14 in the charter that we have the right to proceed. I
 15 believe that the pursuit of an amendment to the severance
 16 is as much fraught with risk for Mr. Williams as it is an
 17 opportunity for us. So from my perspective, it does not
 18 influence my opinion about taking action tonight. I don't
 19 believe it serves the community to go through this
 20 exercise again and to have this conversation again and to
 21 provide for weeks of opportunity to revisit this topic.
 22 And, finally, in a worst case you're talking about
 23 something in the \$200,000 range so, you know, I don't
 24 believe that materially alters the economics of the
 25 decision.

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1 MAYOR STRONG: You obviously believe that paying
 2 Mr. Williams somewhere between six and eight hundred
 3 thousand is in the best interest of the citizens of the
 4 community?
 5 COMMISSIONER ECKBERT: I do.
 6 MAYOR STRONG: You do. And you're also willing to
 7 accept the risk that it may be significantly more than
 8 that if Mr. Williams' attorney is correct up to 4 1/2
 9 million --
 10 COMMISSIONER ECKBERT: Absolutely.
 11 MAYOR STRONG: -- you're willing to accept that
 12 exposure? Okay. Any final comments or questions for Mr.
 13 Fawsett?
 14 MR. FAWSETT: I said that I had just seen this
 15 motion -- the language Mr. Eckbert cites is relevant. The
 16 only hope of the language in the motion being valid to
 17 create another year would be if it's considered part of
 18 the agreement. And this language does say nothing in this
 19 agreement shall prevent, limit, or otherwise interfere
 20 with the right of the commission to terminate at any time.
 21 And at the very end it says the text herein shall
 22 constitute the entire agreement between the parties.
 23 I guess my opinion is that it's a long shot but
 24 still a risk to talk -- it's a long shot but, nonetheless,
 25 it's a risk because the language that the clerk read --

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1 okay, add an additional year, but I think that's all I can
 2 tell you. So shall I vacate the premises now?
 3 MAYOR STRONG: I don't know. Anybody have any more
 4 questions for Mr. Fawsett?
 5 COMMISSIONER DIEBEL: I don't have any questions but
 6 when we clearly -- when I clearly voted on the motion to
 7 be carried and the discussion then ensued around that, I
 8 was very clear that I was separating a merit increase
 9 because I did want to advocate having the experience to
 10 work with Mr. Williams. And I think we need to most
 11 certainly look back to the tapes and so forth of the
 12 conversation because I know I was very clear that we
 13 discussed at-will contract that there was not a term on
 14 the contract and to fully understand that this was a merit
 15 raise that was being granted for the previous year and the
 16 accomplishments that were represented. I know that's for
 17 another day that would be determined in the outcome of a
 18 calculation, but I wanted to be able to express that. And
 19 I don't know if you wanted to add to that.
 20 COMMISSIONER METCALF: Can you speak into that a
 21 little more? I'm having trouble hearing you. Go ahead,
 22 please.
 23 COMMISSIONER DIEBEL: Did you want me to repeat
 24 that?
 25 COMMISSIONER METCALF: No. I don't want you to

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1 repeat the whole thing, but I mean I'm trying to read your
 2 lips as you're talking.
 3 MAYOR STRONG: Okay. That raises the question,
 4 Trippe. This is kind of a Robert's Rules of Order
 5 question since we're talking about it. My understanding
 6 was once the minutes were adopted, they stand
 7 unchallenged. Is that a fair assessment?
 8 MR. CHEEK: Well, as opposed to whether the --
 9 MAYOR STRONG: As opposed to referring back to --
 10 MR. CHEEK: It's whether you go behind the minutes
 11 and look at the tapes? I would say that the minutes once
 12 they're adopted are effective, yes.
 13 MAYOR STRONG: They are what they are.
 14 MR. CHEEK: Yeah, I mean there are times when you do
 15 look at the recordings, but the minutes are the minutes.
 16 MAYOR STRONG: Okay. Just wanted to clarify that.
 17 COMMISSIONER METCALF: The lawyer certainly will.
 18 MAYOR STRONG: Yes, they will. Okay. Thank you,
 19 Mr. Fawsett. Any more comments before we call the
 20 question? Please call the roll.
 21 CITY CLERK: Can you repeat the motion, please?
 22 MAYOR STRONG: Mr. Eckbert?
 23 CITY CLERK: It was so long ago.
 24 COMMISSIONER ECKBERT: The City of Winter Park
 25 should terminate Mr. Williams' contract as city manager

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1 effective immediately.
 2 MAYOR STRONG: Is there a second?
 3 COMMISSIONER METCALF: I will second that.
 4 MAYOR STRONG: Do you need further discussion?
 5 Please call the roll.
 6 CITY CLERK: Commissioner Bridges.
 7 COMMISSIONER BRIDGES: No.
 8 CITY CLERK: Commissioner Eckbert.
 9 COMMISSIONER ECKBERT: Yes.
 10 CITY CLERK: Commissioner Metcalf.
 11 COMMISSIONER METCALF: Yes.
 12 CITY CLERK: Commissioner Diebel.
 13 COMMISSIONER DIEBEL: Yes.
 14 CITY CLERK: Mayor Strong.
 15 MAYOR STRONG: No.
 16 MS. CURRIE: Just for a point of clarification, may
 17 I ask how you wish us to proceed at this point? Do you
 18 wish the assistant city manager to be acting or -- I just
 19 need some clarification as to how you wish to proceed.
 20 MAYOR STRONG: I think we'll take that up at the
 21 next meeting. I don't think that's on the agenda.
 22 COMMISSIONER ECKBERT: I think in the interim there
 23 should be an interim city manager.
 24 MS. CURRIE: I mean, we need somebody --
 25 MAYOR STRONG: Well, you want to make a motion that

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1 Mr. Knight --
 2 COMMISSIONER ECKBERT: I would move on an interim
 3 basis that Mr. Randy Knight be deemed the interim city
 4 manager on an interim basis prior to future consideration.
 5 MAYOR STRONG: Is there a second?
 6 COMMISSIONER BRIDGES: I second that.
 7 MAYOR STRONG: Please call the roll. Did you hear
 8 the motion? The motion was to appoint Mr. Knight as
 9 interim manager.
 10 COMMISSIONER BRIDGES: I second that.
 11 MAYOR STRONG: Any discussion? Please call the
 12 roll.
 13 CITY CLERK: Commissioner Bridges.
 14 COMMISSIONER BRIDGES: Yes.
 15 CITY CLERK: Commissioner Eckbert.
 16 COMMISSIONER ECKBERT: Yes.
 17 CITY CLERK: Commissioner Metcalf.
 18 COMMISSIONER METCALF: Yes.
 19 MAYOR STRONG: Commissioner Diebel.
 20 COMMISSIONER DIEBEL: Yes.
 21 CITY CLERK: Mayor Strong.
 22 MAYOR STRONG: Yes.
 23 MR. WILLIAMS: Mr. Mayor, do you wish me to step
 24 down and have Mr. Knight come up here?
 25 MAYOR STRONG: Commissioner Eckbert, do you wish

1 Mr. Williams --
 2 COMMISSIONER ECKBERT: That's not important to me.
 3 MAYOR STRONG: Well, I think to be correct,
 4 Mr. Knight should assume -- is he here?
 5 UNIDENTIFIED: He's here.
 6 MAYOR STRONG: Mr. Knight, is it fair to assume
 7 you're willing to accept the role of interim manager?
 8 MR. KNIGHT: Yes, sir.
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 10 *****
 11 (End of excerpt.)
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1 CERTIFICATE OF REPORTER
 2
 3 STATE OF FLORIDA
 4 COUNTY OF ORANGE
 5
 6 I, Margaret Lowe, Court Reporter, certify that I was
 7 authorized to and did stenographically transcribe from audio
 8 the foregoing excerpt of proceedings, pages 3 through 81, and
 9 that the transcript is a true and complete record of my
 10 stenographic notes.
 11
 12 Dated this 16th day of June, 2007.
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 Margaret Lowe
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