



AGENDA

**CHARTER REVIEW COMMITTEE MEETING
WEDNESDAY, JANUARY 10, 2024, AT 6:00 P.M.**

CITY OF ST. AUGUSTINE BEACH, 2200 A1A South, St. Augustine Beach, FL 32080

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. INTRODUCTIONS AND RECAP OF PUBLIC PARTICIPATION
- V. REVIEW OPEN TOPICS FROM MEETING 2
 - a. City Manager (Sec. 1-8)
 - b. Law Enforcement (Sec. 1-9)
 - c. Validation of Individual Sections (Sec. 1-12)
 - d. City Clerk (Sec. 1-13) (Reposition)
 - e. City Attorney (Sec. 1-14) (Reposition and Changes)
- VI. REVIEW SECTIONS 1-16 THROUGH SECTION 2-7. TOPICS:
 - a. Commission Limitations
 - b. Election Procedures
 - c. Absentee Ballots
 - d. Commission Offices Groups and Terms
 - e. RunOff Elections
 - f. Determining Winders; Tie Votes
 - g. Form of Ballot
 - h. Recall of Elected Officials
- VII. NEXT MEETING: FEBRUARY 7, 2024. TOPICS:
 - a. Sec. 2-8 General Authority for Citizen Referendum
 - b. Article III: Charter Amendment, Sec. 3-1 Amendment of Charter
- VIII. ADJOURNMENT

NOTE:

The agenda material containing background information for this meeting is available on the City's website in pdf format or on a CD, for a \$5 fee, upon request at the City Manager's office.

NOTICES: In accordance with Florida Statute 286.0105: "If any person decides to appeal any decision made by the City Commission with respect to any matter considered at this scheduled meeting or hearing, the person will need a record of the proceedings, and for such purpose the person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities act, persons needing a special accommodation to participate in this proceeding should contact the City Manager's Office not later than seven days prior to the proceeding at the address provided, or telephone 904-471-2122, or email sabadmin@cityofsab.org.



MINUTES

CHARTER REVIEW COMMITTEE MEETING WEDNESDAY, DECEMBER 13, 2023, AT 6:00 P.M.

CITY OF ST. AUGUSTINE BEACH, 2200 A1A South, St. Augustine Beach, FL 32080

I. CALL TO ORDER

Dr. Dumont called the meeting to order at 6:00 p.m.

II. PLEDGE OF ALLEGIANCE

The Committee recited the Pledge of Allegiance.

III. ROLL CALL

Present: Members Marc Craddock, Margaret England, Edward George, Jeremiah Mulligan, Heather Lane Neville, and Scott Patrou, and Alternates Doug Wiles and Margaret Van Ormer.

Member Kevin Cavanaugh was absent.

Also present: Facilitator Dr. Georgette Dumont, City Manager Max Royle, Building Official Brian Law, and City Clerk Dariana Fitzgerald.

IV. INTRODUCTIONS AND RECAP OF PUBLIC PARTICIPATION

Mr. Marc Craddock introduced himself.

V. REVIEW OPEN TOPICS FROM MEETING 1

Dr. Dumont recapped what was reviewed at the last meeting.

a. Memo From Staff

Dr. Dumont advised that staff provided a memo answering questions from the last meeting. Mr. Mulligan asked when the City would ever have \$18,333 set aside in its budget for a special election. City Manager Royle advised that it would need to come from reserves. Mr. George asked how much money was in reserves right now. City Manager Royle stated that it was more than \$18,000.

b. Section 1-4(C) & (D) – Commission Vacancies

Dr. Dumont noted the change in red to add the verbiage: “*or sworn into office*” to the last sentence of Section 1-4(c), which would clear up a loophole because not everyone in office is elected.

It was the consensus of the Committee to agree to the change.

Dr. Dumont advised that the change to Section 1-4(d) is to remove the words “*shall be*” and replace it with “*are*”. She said this Section pertained to having a special election to fill a vacancy, which was an item the Committee asked for more information on. Mr. Mulligan said that the City

of St. Augustine's Charter, Section 6.05 regarding primary and general elections said that a tie vote shall be decided by lot to be conducted by the City Attorney, City Manager, and City Clerk. He suggested that the City's Charter should use that same verbiage instead of having a special election. Dr. Dumont asked for any discussion or consensus on his suggestion. Mr. George said that that is what City Manager Royle had suggested at the last meeting. Ms. Neville said that she would be okay with that change, but when we get to the City Clerk section, that she would not want someone appointed by the City Manager because it might muddy the water since they are currently in a staff level position. Dr. Dumont said that it would be by lot, so someone selects it, and it would be chosen at random. Mr. George read the suggestion from the City Manager's memo to consider proposing a Charter amendment: that if the Commission, within sixty calendar days of the vacancy, has not appointed an interim Commissioner, then the selection of the interim Commissioner will be decided by chance by drawing the name of an applicant from a box or hat and the drawing can be done by the City Attorney. Dr. Dumont asked Mr. Mulligan if that aligned close enough with the City of St. Augustine's. Mr. Mulligan said yes. Mr. Craddock asked if sixty days was enough time. Mr. George said that this was sixty days from when they could not agree on an interim Commissioner so there would be plenty of time before that. Dr. Dumont asked if there was a consensus to make the change from a special election to doing it by lot/chance.

It was the consensus of the Committee to make the changes as stated above.

c. Section 1-5 Legislative Body – Reorganization/Clarifying Language

Dr. Dumont said that she cleaned this section up and cut the second sentence regarding emergency meetings from Section 1.5(a) and pasted it to a new Section 1.5(e). She said in Section 1.5(d) there were questions about how an emergency ordinance differs from an emergency meeting, so for clarity, she added, *"Time sensitive ordinances will be deemed..."*. Mr. Wiles said that Dr. Dumont did a good job and that the issue is whether the Mayor and Vice Mayor could be self-serving by calling an emergency meeting. He said that there is an affirmative action by the balance of the board to be in agreement that it is an emergency meeting. Dr. Dumont said that this is not for an emergency meeting, it is for an emergency ordinance, and it is something that would come to the board at a regular meeting that was not deemed as something that needed to be voted on at the time that the agenda was drafted. Ms. Neville asked if Section 1.5(c) conflicted with the paragraph above it and not after. Dr. Dumont advised that emergency meetings did not belong in Section 1.5(a), which is for regular meetings. Ms. Neville said that it also flip flopped from three members to four-fifths affirmative, so you probably already took care of it.

Mr. Wiles asked for a definition of "time sensitive ordinances" and if this would be ordinances that are not priorly advertised. Dr. Dumont said right, and that it would have to be deemed an emergency but there is no language as to who would deem it an emergency and that it needs to be voted on at the Commission meeting. City Clerk Fitzgerald advised that in this case it would be something that the City needed to pass right away in one meeting due to its urgency. She said that typically ordinances need two or three readings that are advertised in order to pass. She gave the example that in 2018, there was a Supreme Court decision that invalidated a lot of municipalities' sign ordinances and the City got on it very quickly to make the appropriate changes to the ordinances, but other cities that did not make the change early had to pass emergency ordinances in one meeting, which bypassed the normal notification and multiple reading process. Mr. Wiles asked if there is a better way to describe time sensitive ordinances and to clearly define it. Dr. Dumont said that she would think about how to rephrase it. Ms. Neville said that there was nothing to deem it time sensitive and maybe it could be selected to be an emergency by way of the action, and you would need to have a vote to select it as an emergency and being time sensitive has to be elected by a vote by whoever is present plus one for a majority. She said that the elected officials could deem it as time sensitive and you would not need to define time

sensitive. Dr. Dumont said that the vote that Ms. Neville is talking about is to actually have an emergency meeting. Ms. Neville said that Dr. Dumont mentioned that there was nothing in there to deem it as time sensitive so maybe just having those present elected officials deem it as time sensitive instead of trying to define it might be a better way because it would be hard to do for every instance.

City Clerk Fitzgerald advised that Florida Statute 166.041 defines emergency ordinances as anything that bypasses Paragraph (a), which specifies at least two readings on two separate days at least ten days prior to adoption. Mr. Wiles suggested that maybe that is what we should use. Dr. Dumont suggested to add to Section 1.5(d), *"Time sensitive ordinance as defined in the State Statute."* Mr. Wiles agreed and said that he believed that it protects the general public from one or more Commissioners doing something that might be questionable. He said that public noticing them twice and reading them twice is the beauty of Florida's Government in Sunshine Law. Dr. Dumont asked if the Committee was in agreement with 1.5(d) to read: *"Time sensitive ordinances as defined in State Statute will be deemed..."*

It was the consensus of the Committee to make the change as stated above.

Dr. Dumont read new Section 1.5(e) regarding emergency meetings and said that you need to have the majority plus one to affirm that it is an emergency meeting and whatever they are trying to pass would require two-thirds of a quorum affirmative vote. Mr. Patrou said that he reads it differently and to him the two-thirds part meant that you could take other actions than adjournment for things that are not voting on an ordinance, but it would still remain the four-fifths for ordinances. Dr. Dumont advised that they are two different things. One is the ordinance, and this is for whatever is going to be discussed in the meeting, which might be an ordinance, or it could be something else. Mr. Wiles said that if there is a time sensitive ordinance as defined by State Statute, it would be brought up during an emergency meeting that still requires a four-fifths affirmative vote. Dr. Dumont said that she could not think of a situation where you would need to have an emergency meeting for an emergency ordinance because an emergency ordinance would take place at a regular meeting that was noticed and is on the agenda. Ms. England said that it could be at an emergency meeting, but it does not have to be. City Clerk Fitzgerald said that an ordinance is essentially a law change and would not necessarily need an emergency meeting unless it was something extreme. Dr. Dumont asked if there was a consensus on Section 1.5(e) and she noted that the old Section 1.5(e) is now Section 1.5(f).

It was the consensus of the Committee to make the noted changes to Section 1.5(e) and to move the old Section 1.5(e) to Section 1.5(f).

Dr. Dumont advised that we did not have a consensus at the last meeting regarding Section 1.2 for the boundaries of the City.

It was the consensus of the Committee to agree with Section 1.2.

VI. MEETING 2 TOPICS:

a. City Manager (Sec. 1.8)

Dr. Dumont advised that when we are looking at City Charters, there are non-negotiables because you have a lot of positions that are contracted. She read Section 1.8 and said that usually when a city manager is hired, there would be a national search asking for key qualifications. Mr. George said that it was debated back and forth whether the Police Chief needed to live in the City and whether it was even possible with such a small City, which is something that the Commission can decide on. Dr. Dumont said that this Section specifies that the City Manager should live in the City or that the Commission could waive it.

Dr. Dumont read the second sentence of Section 1.8 regarding removal of the City Manager by four-fifths vote and that it would stay in there until the current City Manager is no longer with the City. She recommended that it should be removed in the next ten, twenty, thirty or forty years from now. Mr. George said that he has been watching the recent Commission meetings and that it was the will of the Commission that it should be changed back to what it was originally ten years ago to be a simple majority. Dr. Dumont said that that is what it is. She said that after City Manager Royle leaves, all subsequent City Managers shall be appointed or removed by a majority vote of the full City Commission. She read the remaining sentences from Section 1.8 on page 7 of her presentation [Exhibit A-7]. She advised that the Commission could remove future City Managers with a simple majority vote and that the City Manager could then request a hearing. She said that the reason for the removal does not matter and that some cities have it in their Charter while other cities keep the City Manager specifics in their contract. She said that there is no distinction in the Charter for removal with or without cause and it is up to the Committee whether it is important to add or to leave it with the contract.

Ms. Neville asked to discuss it further because it was worded strangely. She asked why we are not putting a term on the contract with an option to renew. Dr. Dumont advised that there is no contract right now and that this was just saying that the City would enter into a contract with a new City Manager and that the terms, the salary, etc., would be determined in the contract. Ms. Neville said that if no one else wanted to talk about it, that she would not talk about it either. She said that it is strange not to have a contract in place and that it goes back to our discussion about terms for elected officials, it allows for having something that says a contract, and you could renew contracts all the time. It allows for more open discussions and to have a contract review after the first year because performance is talked about for staff but not for the City Manager. She said that any organization with a board that she has been a part of would constantly assess performance. The City Manager is at the will of the Commissioners who are at the will of the community, and if we are going to talk about the elected officials, and giving people an opportunity, that it not be so combative. She has personally watched what has occurred in the City and it is embarrassing as a resident and a lot of it could have been avoided if there were contracts because you can do a review and set expectations. She has also seen some ugly things happen at the County and the City of St. Augustine. She said that she believed that we are afraid to talk about it because the City Manager is in the room, but this has nothing to do with him personally, it is for all Commission appointed positions, which she thinks should include the City Clerk. It would allow for open discussions about expectations and would allow people to have better guidance for what those expectations are and hold each other accountable. It has been her experience that if you set expectations, that people will meet those expectations, or they decide that they are not interested anymore. She advised that she has had conversations with several officials, staff, and residents, and there seemed to be a consensus about those kinds of measures and not just in the terms of the contract, which probably could be left up to the Commissioners. Mr. George said that he believed that the Commission is working on a contract right now. Ms. Neville said that this is for going forward and that she has watched some unfortunate things roll out, which could be in part from lack of structured things to answer to and could lead to hearsay, accusations, etc. If we had some kind of structure, there would be something to look forward to, and if someone is doing a great job, then you have nothing to worry about.

Dr. Dumont said that she is hearing that Ms. Neville would like to add that an annual performance evaluation be done by the Commission. Ms. Neville said that there should be a contract with a term and a review a year out from the end of that term. Ms. England said that it was a good point because there is something in Section 1.8 stating that the City Manager is appointed for an "indefinite term", which causes a problem because you are trying to do a contract on the side, and she believed that the Commission wanted to move forward with all City Managers to be hired

under a contract, which could be negotiated. She suggested to remove the verbiage from the first paragraph, third sentence, of Section 1.8 “...for an indefinite term,...” because it could be in conflict of what the Commission wants. She also suggested to add “*The City Manager will be hired under a contract, which will be negotiated.*”

Mr. Wiles asked if there was a generally accepted standard across cities for city manager contracts. Dr. Dumont advised that they are done by contract and hired by the elected body, which is what the Commission wants but you also want to be able to attract a city manager. Mr. Wiles said that this is a small City, and our salary may not be competitive with others in the area and if we pile on requirements, it may make it more difficult to hire a good city manager down the road with a three- or five-year contract where other cities do not have an expiration date. He said that it would certainly be appropriate to review the performance of the City Manager. Ms. Neville suggested to add a note in the Charter that there is a contract so it would take away the “indefinite term” verbiage. Mr. Wiles suggested to see what else is out there and that he did not have an issue putting a time limit in a contract, but it could restrain the Commission in the future, which could harm the search for a new city manager. Ms. England said that contracts are negotiable, and personnel policies can be changed by the Commission and those policies will normally have the requirement of an annual review. Mr. Wiles advised that it is in the Charter that the City Manager or a designee has to do a review of employees. Ms. Neville suggested to add that there is a contract with a review at a certain point to alleviate any confusion of what the performance measures are.

Ms. England advised that this is the Charter, and it should not be too specific. She said that the Commission has been through several performance reviews, which is in the Personnel Manual. Ms. Neville asked if it was for the City Manager. Ms. England said yes and that the only two people that the Commission currently reviews are the Police Chief and the City Manager. She said that the Commissioners worked on the format for the reviews and set the primary goals, but it should not be specific in the City Charter. Ms. Neville said that she was not suggesting that at all.

Dr. Dumont advised that she would make the second sentence a new paragraph. Ms. Neville said that it is strange that it says, “The current city manager”. Dr. Dumont advised that it needed to be like that while the current City Manager is still here because that is his legal safeguard with the four-fifths vs. the simple majority, which would go into effect with the next City Manager. Dr. Dumont suggested to change the verbiage, “...for an indefinite term” to, “...for a term agreed upon in the negotiated contract between the incoming city manager and the Commission”. Ms. Neville asked if the City Manager could be removed without a super majority. Dr. Dumont said only after City Manager Royle. Ms. Neville said that the City would be better off getting contracts and that she liked super majorities when it comes to removing top tier leadership. She said that it is weird that we are going from “indefinite” to a three-two vote, which is not hard to do. Mr. George said that it was three-two since 1959 up until ten years ago but it could go the other way too because with a super majority, it would be very difficult to get rid of someone, so there are arguments either way. Dr. Dumont said that would be where “with” or “without” cause would matter. For example, if three new people got elected and they campaigned about how horrible the City is being run, they could then remove someone “without cause”, which would give added benefits to the City Manager, whereas “with cause” does not have those added benefits. Mr. Patrou said we definitely do not want any of that in the Charter and he would rather the Commission have the authority to do what they need to do and that he would not support getting rid of the “indefinite term” because the term should be defined in a contract. Ms. Neville said indefinite would mean indefinite so why would we not put contract terms. Mr. Patrou said that it is only for the appointment itself and indefinite just means that if they cannot come to an agreement, then they could get someone else. Dr. Dumont said yes, or until three of them decide that it is not indefinite anymore.

Dr. Dumont suggested to add to the end of the second sentence, “... *for a term agreed to in a negotiated contract between the incoming city manager and the commission.*” Ms. England said that it seemed like a conflict if you say that the City Manager shall be appointed or removed by a majority vote for an indefinite term, which might be setting up a conflict with what a Commission might want to set as a term. Mr. Craddock asked what the definition of an indefinite term is. Mr. Mulligan said “for an unknown or unstated length of time”. Mr. Craddock said that he liked what was suggested, that it would be negotiated and defined in a contract. Ms. England said right. Dr. Dumont suggested to remove “*indefinite term*” and replace it with, “*for a term agreed to.*” Mr. Patrou said that he would leave “*indefinite term*” because the next part of the sentence clarifies it. Dr. Dumont said that Ms. Neville was concerned about not having reference to a contract in the Charter. Mr. Patrou said that that might be a separate issue and maybe we could put something else in the Charter that says that we should have a contract with the City Manager and let the terms be defined within that agreement. Mr. Wiles said that we may be in search of a problem that does not exist and that he was fine with putting a contract in the Charter, just suggested that it be cleaned up a bit.

Mr. Mulligan said that any person that is interested in being the City Manager would look at a contract and want to talk about “cause” because they do not want to be terminated without cause and they would want some protection, which should be built into their contract. Mr. Craddock asked if we should revisit the super majority vs. four-fifths because it is in there for the next City Manager. Mr. Patrou said that any competent city manager coming in would demand a contract. Mr. Wiles said that he believed that the County Manager that had been there for a while was removed by a majority vote by the County Commission. Mr. Mulligan said that he had a golden parachute in his contract that compensated him. Mr. George said that the average tenure for city managers in Florida is three years. Dr. Dumont said that when the Commission turns over, they usually get rid of them, and they are known as “gypsies” because they are at their political whim.

Mr. Mulligan said that he did not see any reason to change any of this. Mr. George said that if the City Manager has a contract for ten years and a new commission fires him, then the City has to pay them, which gets expensive. Dr. Dumont said yes but only if it was done without cause.

Dr. Dumont asked if the Committee wanted to keep all of it in including the “*indefinite term*”. Ms. England said that she did not want to keep the “*indefinite term*” and we may need to have a vote on it because it seemed like a complete conflict to her for a Charter to state that the City Manager is appointed for an indefinite term and then turn around and negotiate a contract for a specific term. Mr. Patrou said that it just means that it is unstated, and the Charter is not going to define the terms and would allow it to be contractual. Mr. Mulligan said that this is a good sampling of people because that word creates enough confusion, and in the interest of simplification, it is easy to remove that to bring clarity.

Dr. Dumont suggested “*for a term agreed to in the negotiated contract between the incoming city manager and the commission.*” Ms. Neville suggested cleaning it up farther by removing the duplicate reference of “*removal by majority vote*”. Dr. Dumont said that after the first sentence where it gets into the removal of the City Manager, she would put that into the second paragraph, and the first paragraph is where she would add that there would be a contract.

Dr. Dumont asked the Committee how they felt about putting the evaluation of the City Manager in the Charter. Mr. George said that he agreed with Mr. Mulligan to keep it the way it is because we are taking it out of context when you look at “*indefinite term*” because you have to read the whole thing and we could debate it all night long. Mr. Mulligan said that he did not see any reason to change it but that the change would not be offensive and would not create a big problem other than having to present it to the electors. Ms. Neville said that it is pretty standard for attracting

talent and that city managers are accustomed to having contracts. Mr. Mulligan said that he would be offended if they did not ask for a contract.

Dr. Dumont asked for a vote on the *"indefinite term"*. Mr. George asked if it was to replace it with the verbiage that you stated. Dr. Dumont said yes. Ms. Neville asked if it was "yes" to replacement.

It was the consensus of the Committee to replace the verbiage "indefinite term" with Dr. Dumont's previously suggested verbiage.

Dr. Dumont said that there was also the suggestion to remove, *"may be removed by a majority vote"*, which appears twice. Ms. England suggested to end the third sentence after *"...a majority vote of the full city commission"* and to remove the rest of that sentence to make it simple. Dr. Dumont said that she would add the contract information after the first sentence, which is the logical place to add it. Ms. England suggested to start a new paragraph about the removal of the City Manager. Dr. Dumont asked if she wanted to start a new paragraph at the second sentence, which is where it starts to get into the removal process.

Ms. Neville said that if there is a contract in place, and we do not put it in the Charter that there needs to be a review, then how do we protect that person. Mr. Mulligan said that the person protects themselves with their contract. Ms. Neville said that the elected officials would only need a three-two vote. Mr. George said that it would be part of the contract and the Commission would negotiate it with the applicant. Dr. Dumont said that an annual review with a full contract renegotiation, a salary increase, etc. would all be in the contract. Ms. Neville said that she understands the flip side because a super majority makes it hard, but having a three-two vote... Dr. Dumont said that when she was on a council of seven members, she pushed to have a super majority to remove the City Manager.

Mr. Patrou asked if we are setting ourselves up for the full commission because if we are short one Commissioner and we are trying to appoint someone by drawing lots and having special meetings. Mr. Mulligan said that we are looking for more problems and that he reads this as the majority vote of the full City Commission has to be three people because the whole commission is five. Dr. Dumont said that in the Charter, if it is just the majority of the quorum, it is stated as such.

Dr. Dumont recapped the changes and said that the first paragraph will be regarding the City Manager contract and the second paragraph will be regarding the removal of the City Manager and she asked if they wanted to also end the third sentence after *"appointed or removed by a majority vote of the full city commission."* and removed the rest of the sentence.

Mr. Craddock asked if the forth sentence, which ends with, *"no vested rights in his or her office other than those specifically provided in this Charter or by contract."*, means that it would be possible that the City Manager could have a contract with more rights than what is in the Charter and would that be a conflict. Mr. Mulligan advised that the City Manager could not vest themselves in something that would contradict the Charter such as asking for a super majority to be fired, but if the Charter stated three-fifths, the three-fifths would win because the Charter would take precedence over the contract, but the contract would have everything else the City Manager wants for their protection.

Dr. Dumont asked if everyone agreed with the changes.

It was the consensus of the Committee to agree with Dr. Dumont's above-stated changes.

Dr. Dumont moved on to the next part of Section 1.8 regarding the City Manager's residency within the City.

It was the consensus of the Committee for it to remain as is.

Dr. Dumont moved on to the next part of Section 1.8(1) regarding the City Manager being the chief executive officer, which are things that the City Manager must do by the Charter and are non-negotiable.

It was the consensus of the Committee for it to remain as is.

Dr. Dumont moved on to the next part of Section 1.8(2), (3), (4). Ms. Neville questioned Section 1.8(4), which states that the City Manager shall attend all City Commission meetings, which she said was weird and very rigid. Dr. Dumont advised that is the City Manager's job to be at all City Commission meetings because the City Manager is the one that put forth the majority of the information for discussion. She said that it is standard language and if the City Manager is sick, then their assistant would fill in.

It was the consensus of the Committee for it to remain as is.

Dr. Dumont moved on to the next part of Section 1.8(5-17). Ms. Neville said that in some cities she has seen where they countersign at the will of the commission, and she questioned if Section 1.8(10 and 11) gives the City Manager the ability to sign all of them or is there a certain threshold. Dr. Dumont advised that it is to countersign, which is usually the Mayor and the City Manager.

It was the consensus of the Committee for all of Sections 1.8(5-17) to remain unchanged.

Ms. Neville advised that she had three things to discuss. She said that the first item might be covered under Section 1.8(16), dealing with communication and public engagement. She also suggested having language in the Charter about maintaining a succession plan for all positions and to move people up the chain. She said that some Charters have thresholds where the City Manager can have some control over contracts for a certain budget amount. Dr. Dumont advised that dollar amounts should be put in policy not in the Charter, which is standard procedure. Ms. England asked the City Clerk if there was already something in the City's policies. City Clerk Fitzgerald advised that the Financial Policies Manuals contain all of that and have multiple levels for Department Heads, the City Manager/Police Chief, etc., as well as for regular staff members to be able to go to Home Depot or other stores to buy necessities. Dr. Dumont advised that she has also seen where larger expenditures could be made if they are an emergency, which would be approved afterwards by the Commission. City Clerk Fitzgerald advised that the City follows the advice of the Florida Government Finance Officers Association (FGFOA), which is to have a separate Financial Policies Manual that is approved by the Commission and updated periodically. She advised that the City can only update the Charter every ten years, but expenses and cost-of-living increase annually. Ms. Neville said that contract authority lives in the Charter, and she did not know if the Code had contract writing authority in it.

Dr. Dumont said that "public involvement"; and "communication" could be added at the end of Section 1.8(16). She said that the succession plan for the City Manager is done by the Commission and that this would be succession planning for the City Departments. Mr. Wiles asked if that would generally fall under the administration department. Dr. Dumont said yes. Ms. Neville asked if the City had a succession plan. City Manager Royle said yes. Ms. Neville said okay.

Dr. Dumont moved on to the first paragraph in the next part of Section 1.8. and said that it basically means that the Commissioners cannot get their families hired. She read the second paragraph in that Section, which discusses that a letter be on file with the City Clerk designating an "Acting City Manager". Mr. Wiles asked if it was a standard letter on file or is it done when the City Manager becomes disabled. City Clerk Fitzgerald advised that it is standard, and is done by email these days.

It was the consensus of the Committee for it to remain as is.

- b. Law Enforcement (Sec. 1-9)

Dr. Dumont advised that when she highlights something in her presentation it is because there had been questions about it and that law enforcement was a hot topic for the Charter ten years ago. She said that she highlighted the verbiage in the first sentence because it is no longer the practice and that the City Commission only hires the Police Chief. She suggested to remove, “..., and there may be such police officers as may from time to time be determined by the city commission to be necessary.”

It was the consensus of the Committee to remove the suggested verbiage from the first paragraph as stated above by Dr. Dumont.

Dr. Dumont moved on to the next part of Section 1.9, which she said was similar to what was in Section 1.8. for the City Manager except the Police Chief has no contract. Ms. Neville said that it should mirror a lot of the language that we adopt for Section 1.8 for the City Manager because they are parallel in stature. She said that there are some things in this Section that do not add up because you need to have a four-fifths vote to remove the Police Chief and she would like for it to reflect the same as the City Manager with a contract and the language that we already discussed. Dr. Dumont asked for any comments. Mr. Wiles said that most, if not all, police chiefs serve at the pleasure of the Commission, and he did not know if law enforcement has the same contractual authority. He believed that the reason for the four-fifths vote in this Section was because there is no contract, and the protection would be a super majority vote to remove the Chief, which he believed was similar to the City of St. Augustine’s. Dr. Dumont asked if everyone was good with it. Ms. Neville said that there is some repetitive language again.

Dr. Dumont moved on to the next part of Section 1.9 and said that she highlighted the word “He” because it should be gender neutral language and she suggested changing it to “The chief”.

It was the consensus of the Committee to make the change as stated above by Dr. Dumont.

Mr. Mulligan asked to go back to the previous paragraph, and he questioned what would happen if the Chief did something horrific or was arrested. Mr. George said that if he does not get removed by four-fifths vote, then those people should be voted out the next time. Mr. Craddock said that he was concerned about paying the Chief for sixty days. Mr. Wiles suggested to word it “*unless terminated for cause.*” Dr. Dumont suggested to add at the end of the second sentence, “*unless removed due to malfeasance.*” Mr. Mulligan suggested to think about the language because it needed to be more than just malfeasance. Dr. Dumont advised that she would work on the language. Mr. Wiles said that there had to be a city that removed their chief for something like that.

Dr. Dumont moved on and read the last sentence in Section 1.9.

It was the consensus of the Committee for the last sentence to remain the same.

c. Public Improvements (Sec. 1-10)

Dr. Dumont suggested to remove the verbiage “*does hereby find and determine*” as shown with a strike-through. She read the rest of the paragraph and said that it pertained to the City not preventing the County from constructing, repairing, or maintaining the roads that go out to the beach. Mr. Mulligan said that there was an incident a few years ago where a resident did some inappropriate work on a dune, and it was questioned who had the authority to prevent them from doing it. He asked if it would be appropriate to put something in the Charter to restrict that type of thing. Building Official Law advised that the issue is addressed in the Land Development Code and the Comprehensive Plan. He said that the reason that instance happened was because it was held up for about a year and a half in permitting and he utilized the Florida Building Code, which required an expert statement from a professional engineer. A full hydrology analysis was done along with a wave run up and he asked them to increase it to the analysis from the CCCL

monuments, and that he had no choice but to approve it after a year and a half based on the opinion of the City Attorney at that time. He said that since then, the Codes have been changed and there is no way that we would ever modify a dune again. He said that in his opinion specific Codes should not be in the Charter. He said that there never used to be a Code, but now the Zoning Department could never say that a naturally occurring dune could be modified. He said that an applicant could appeal the decision to the Planning and Zoning Board, then to the Commission, and then to the court system. Mr. Craddock said that he appreciated the idea that we do not want to put Codes in the Charter, but he would like the Charter to reflect environmental protection. Building Official Law suggested possibly putting something about the City maintaining its naturally occurring dune system but to stay away from Codes. Dr. Dumont advised that there is a place for it in the January meeting schedule.

It was the consensus of the Committee to remove the verbiage that Dr. Dumont suggested above.

d. Fire Protection, Trash and Garbage Removal, and Other Municipal Services (Sec. 1-11)

Dr. Dumont read Section 1.11(a & b). Mr. Patrou asked if there was a standard for determining whether a city has a fire department vs. a police department. Dr. Dumont advised that they should look at what the citizens are willing to pay for and the insurance rates, because if there is no fire department within a certain number of houses, then your insurance rates go up. She said that it would be up to the City whether it is done in-house or contacted. Mr. George said that there was a volunteer fire department at one time and then they made the decision to have it through the County. Dr. Dumont advised that this Section is just stating that the City has the right to have its own fire department. Mr. Patrou said that his concern was for cost with the County vs. implementing our own, and the same for the Police Department because every time he sees a Beach police officer responding, there is a County police officer as well and there might be a lot of potential savings. He said that this has us rigged so that we have to have a police department but not a fire department and he questioned whether we should create the same provision. Ms. Neville suggested adding subsection (c), which could relate to law enforcement, and we would also have to specify something for subsection (a) to allow the City Manager to hire a fire chief so there is an inconsistency there. Dr. Dumont advised that if the City started a fire department, the City Manager would have to present a proposed budget to the Commission, and it would then be up to the City Manager to hire a fire chief. She advised that this does not provide an option to get rid of the City's Police Department. Ms. Neville pointed out that it is an inconsistency and that she believed that the City had a couple of other municipal services that may belong in the Charter. Mr. George advised that the police department was debated by the full Commission over-and-over again and that the minutes covered everything that they are talking about. Mr. Mulligan said that he believed that it would be a referendum of all the voters but that he personally hates the idea of getting rid of the police department because he has seen it happen and the municipality usually suffers. Mr. George said those were the same arguments made at those Commission meetings.

Dr. Dumont read Section 1.11(b) and said that it covers all the other City services. Ms. Neville said that there is always a big discussion about City assets and whether they are City or County, and she did not know if it belonged in here. Dr. Dumont said that it would be a topic at the January meeting.

It was the consensus of the Committee to keep Section 1.11 as is.

e. Validation of Individual Sections (Sec. 1-12)

Dr. Dumont said that if one piece of the City Charter is no longer viable, then that one Section would be removed and everything else would remain the same such as if the State makes a change and the Charter goes against that change, then it would be removed.

f. City Clerk (Sec. 1-13)

Mr. Wiles said that it seemed odd that we are jumping back and talking about personnel, and he suggested that the City Attorney should be moved under the City Manager. Dr. Dumont agreed and said so should the Police Chief. Mr. George agreed. Ms. Neville suggested that the City Clerk should be a contracted position and she said that it is interesting that the City Manager appoints the position because it is typically appointed by the Commission. She said that it has been her experience that city clerks that have the ability to communicate with the Commissioners directly are able to work a little bit easier with that direct relationship.

City Clerk Fitzgerald advised that general practice is for a city clerk to answer to an intermediary such as a city manager because when you have a clerk directly under a Commission, it could become an inappropriate gray area, which could put the clerk in an awkward position. She said that an intermediary could filter those directives to make sure that they are appropriate.

It was the consensus of the Committee to leave Section 1.13 as is.

g. City Attorney (Sec. 1-14)

Dr. Dumont pointed out that the highlighted portion was because it was done the same way that the City Manager's Section was, and it was done for a city attorney that is no longer with the City. She suggested removing the second and third highlighted sentences in Section 1.14., which state, *"The current city attorney at the time of adoption of this amendment may only be removed by a four-fifths vote of the full city commission. Upon the retirement, resignation, or removal of the current city attorney, all subsequent city attorneys shall be appointed or removed by a majority vote."* Ms. Neville asked if this was an "indefinite" appointment. She said that she has been to meetings with no attorney present, and there is no mention of attendance in the Charter, which may be in the contract. Mr. Mulligan said that it is in the contract and if he remembers correctly the contract did not have a term either, but it had a termination provision. Dr. Dumont asked if she wanted language about a contract in the Charter. Ms. Neville said that there is no mention of a timeline or a contract. Dr. Dumont asked if everyone agreed to add the contract language. Ms. Neville said that it could have a timeframe since it is a contracted position because they would need to go through a qualifications process, which would have definite terms for their services. Mr. Mulligan advised that it would be in the contract. Dr. Dumont asked if the Committee approved removing the highlighted sentences from Section 1.14 and keeping the remaining portion as is.

It was the consensus of the Committee to remove the highlighted portion as referenced by Dr. Dumont and to keep the rest as is.

VII. REVIEW FINDINGS/LIST OF QUESTIONS FOR MEETING 3

Dr. Dumont advised that she would work on the language and would present it with the same strike-through format at the next meeting on January 10, 2024.

VIII. NEXT MEETING: JANUARY 10, SECTIONS 1-16 THROUGH SECTION 2-7. TOPICS:

- a. Commission Limitations
- b. Election Procedures
- c. Absentee Ballots

- d. Commission Offices, Groups, and Terms
- e. Runoff Elections
- f. Determining Winners; Tie Votes
- g. Form of Ballot
- h. Recall of Elected Officials

IX. ADJOURNMENT

Dr. Dumont asked for a motion to adjourn.

Motion: to adjourn. **Moved by** Member Mulligan, **Seconded by** Member Wiles. Motion passed unanimously.

Dr. Dumont adjourned the meeting at 7:50 p.m.

Max Royle, City Manager

ATTEST:

Dariana Fitzgerald, City Clerk

Sec. 1-8. - City manager

The city manager shall be the chief administrative officer for the execution of the executive and administrative functions of the city commission under the direction and supervision of the city commission. The city manager shall be chosen on the basis of professional training, executive and administrative experience, and other qualifications as determined by the city commission.

The current city manager at the time of adoption of this amendment may only be removed by a four-fifths vote of the full city commission. Upon the retirement, resignation, or removal of the current city manager, all subsequent city managers shall be appointed or removed by a majority vote of the full city commission ~~for an indefinite term, and may be removed at any time by a majority vote of the full commission~~ **agreed to in the negotiated contract between the incoming City Manager and the Commission.** Action to remove the city manager shall be considered final, and the manager shall have no vested rights in his or her office other than those specifically provided in this Charter or by contract. Notwithstanding the action taken by the city commission to remove the manager, the city commission shall hold a public hearing if so requested in writing by the manager. Such public hearing shall be conducted not less than ten (10) days nor more than thirty (30) days following the date of the proposed removal of the city manager.

The city manager need not be a resident of the city at the time of appointment. Within six months of appointment, the city manager shall reside in the city unless the city commission waives this requirement. The manager's compensation shall be fixed by the city commission. Such compensation shall not be reduced during the manager's tenure except as a part of a general salary cutback applicable to all city employees.

~~The city manager shall be~~ **As** the chief executive officer of the city, ~~responsible to the city commission for the management of all city affairs placed in the manager's charge by or under the charter.~~ **The** city manager shall:

(1) Appoint and suspend or remove all city employees and appointive administrative officers provided for, by, or under this Charter, except as otherwise provided by law, this Charter, or personnel rules adopted pursuant to this Charter. The city manager may authorize any

administrative officer subject to the manager's direction and supervision to exercise these powers with respect to subordinates in that officer's department, office, or agency;

(2) Direct and supervise the administration of all departments, offices, and agencies of the city, except as otherwise provided by this Charter or by law;

(3) Assure that a written annual evaluation is conducted on all employees subject to the manager's direction and supervision. The manager may delegate performance of the evaluations to personnel at the appropriate supervisory level;

(4) Attend all city commission meetings. The city manager shall have the right to take part in discussion, but shall not vote;

(5) See that all laws, provisions of this Charter, and acts of the city commission, subject to enforcement by the city manager or by officers subject to the manager's direction and supervision, are faithfully executed;

(6) Prepare and submit the annual budget and capital program to the city commission and implement the final budget approved by the commission to achieve the goals of the city;

(7) Submit to the city commission and make available to the public a complete report on the finances and administrative activities of the city as of the end of each fiscal year;

(8) Make such other reports as the city commission may require concerning operations;

(9) Keep the city commission fully advised as to the financial condition and future needs of the city;

(10) Countersign all contracts made on behalf of the city or to which the city is a party;

(11) Countersign all bonds, certificates, or other evidences of indebtedness of the city and keep an accurate account thereof;

(12) Make recommendations to the city commission concerning the affairs of the city and facilitate the work of the city commission in developing policy;

- (13) Provide staff support services for the mayor and commissioners;
- (14) Assist the commission to develop long term goals for the city and strategies to implement these goals;
- (15) Encourage and provide staff support for regional and intergovernmental cooperation;
- (16) Promote partnerships among the commission, staff, and citizens in developing public policy and building a sense of community; and
- (17) Perform such other duties as are specified in this Charter or may be required by the city commission.

Neither the commission nor any of its members shall dictate the appointment of any person to office or employment by the city manager or in any manner prevent the city manager from exercising his/her own judgment in selecting the personnel of his/her administration.

Acting City Manager. By letter filed with the city clerk, the city manager shall designate a city officer or employee to exercise the powers and perform the duties of city manager during the manager's temporary absence or disability; the city commission may revoke such designation at any time and appoint another qualified person to serve until the city manager returns.

(Laws of Fla., Ch. 59-1790, § 7; Laws of Fla., Ch. 78-607, §§ 1, 2; Ord. No. 207, § 1, 12-4-89; Ord. No. 04-02, §§ 19—22, 4-5-04; Ord. No. 14-01, §§ 17, 19, 6-9-14)

Sec. 1-9. - Law enforcement.

There shall be a chief of police, who shall be appointed by the city commission, ~~and there may be such police officers as may from time to time be determined by the city commission to be necessary.~~ The police officers shall be appointed by the chief of police. Subject to the removal of the chief of police as provided in the next paragraph, said chief of police shall serve at the pleasure of the city commission.

The chief of police shall be chosen on the basis of professional training, executive and administrative experience, and other qualifications. The chief of police shall be appointed by a vote of four-fifths of the full city commission for an indefinite term, and may be removed at any time by four-fifths vote of the full commission, subject to at least sixty-days' notice or sixty-days' severance pay, unless removed for cause. Action by the city commission to remove the chief of police shall be considered final, and the chief shall have no vested rights in his or her office other than those specifically provided in this Charter. Notwithstanding the action taken by the city commission to remove the chief, the city commission shall hold a public hearing if so requested in writing by the chief. Such public hearing shall be conducted not less than ten (10) days nor more than thirty (30) days following the date of the proposed removal of the chief of police.

The chief of police shall be the head of the law enforcement department. ~~He~~ The chief of police shall attend the meetings of the city commission, and perform such other duties as may be required by this Charter, by the laws and ordinances of the city or by the city commission.

The chief of police, and police officers shall receive such compensation as may be fixed by the city commission.

(Laws of Fla., Ch. 59-1790, § 5; Laws of Fla., Ch. 78-607, §§ 1, 2; Ord. No. 202, §§ 1, 2, 11-6-89; Ord. No. 207, § 1, 12-4-89; Ord. No. 9-2, §§ 1, 2, 2-5-90; Ord. No. 04-02, §§ 5, 6, 4-5-04)

Sec. ~~1-13~~ 1-10. - City clerk.

The city manager shall appoint an officer of the city who shall have the title city clerk. The city clerk shall be the custodian of all city commission records, shall give notice of commission meetings to its members and the public, shall keep minutes of its proceedings, and perform such other duties as prescribed by law, by this Charter, or by direction of the city manager.

Sec. ~~1-14~~ 1-11. - City attorney

There shall be a city attorney appointed by the city commission. ~~The current city attorney at the time of adoption of this amendment may only be removed by a four-fifths vote of the full city~~

~~commission. Upon the retirement, resignation, or removal of the current city attorney, all subsequent~~ The city attorneys shall be appointed or removed by a majority vote. The city attorney shall be a member of the Florida Bar and shall be appointed and may be removed by a majority vote of the full city commission. The attorney shall serve as the chief legal adviser to the commission, the city manager, and all city departments, offices and agencies; shall represent the city in legal proceedings; and, shall perform any other duties prescribed by state law, by this Charter, by ordinance, or as otherwise assigned by the city commission.

Sec. ~~1-10~~ 1-12. - Public improvements.

The Legislature of the State of Florida ~~does hereby find and determine~~ has found and determined pursuant to its statutes that the territory defined herein as the City of St. Augustine Beach is the principal beach resort of St. Johns County and as such affords recreational facilities and opportunities to all the citizens of St. Johns County and that the construction, repair and maintenance of roads, streets and runways to the ocean beach in said city are county purposes and nothing herein contained shall be construed as preventing the Board of County Commissioners of St. Johns County from constructing, repairing and maintaining roads, streets and runways to the beach within said City of St. Augustine Beach.

(Laws of Fla., Ch. 59-1790, § 11; Laws of Fla., Ch. 78-607, § 1; Ord. No. 207, § 1, 12-4-89)

Sec. ~~1-11~~ 1-13. - Fire protection, trash and garbage removal and other municipal services.

(a) The city commission is hereby authorized to provide fire protection within the City of St. Augustine Beach, either by owning and operating necessary equipment with either a volunteer or paid fire department, or to contract with another governmental entity by interlocal agreement for service by its fire department.

(b) The city commission is hereby authorized to remove trash and garbage and to perform all other city services either through the use of employees or contractors.

(Ord. No. 207, § 1, 12-4-89; Ord. No. 97-26, § 2, 9-8-97)

Sec. ~~1-12~~ 1-14. - Validation of individual sections.

If any section or part of a section of this Municipal Charter is subsequently found to be invalid or unconstitutional, the same shall not be held to invalidate or impair the validity, force or effect of any other section or part of section, unless it appears that such other section or part of section is clearly or necessarily dependent for its operation upon the section or part of section held to be unconstitutional or invalid.

Sec. 1-16 Limitations

(a) All city-owned parks within the city limits of St. Augustine Beach may not be sold, leased, traded, or given away absent the passage by an affirmative vote of four-fifths (⅘) of the city commission and approval by the electorate, or by a vote of the electorate through initiative as provided for in Article II [Section 2-8](#).

(b) Actions to increase the permitted height of a building or buildings as established in the following ordinances: 07-13, 08-09, 13-08, [13-14](#), as may be amended to comply with State and Federal Law, may be taken by the city only by ordinance approved by a majority of qualified city electors at the next general election or a special election called for such purpose.

1. Buildings and structures within the City of St. Augustine Beach, Florida, shall be limited to a maximum height of thirty-five (35) feet. Height shall be measured in accordance with the provisions of the City's Land Development Regulations.

a. The thirty-five (35) feet height limitation shall not apply to architectural features or any roof structures for housing elevators, stairways, tanks, mechanical equipment, ventilating fans, solar energy collectors, or similar equipment, nor to church spires, steeples, belfries, cupolas, domes, monuments, water towers, skylights, flag poles, vents, or similar structures, which may be erected above the height limit, nor to fire or parapet walls, provided, however that such features and items shall not extend more than ten (10) feet above the structure.

b. Items or structural elements required by other state laws or the Federal Telecommunications Act shall not be included in determining building height.

2. If an existing building over thirty-five (35) feet is destroyed or substantially damaged by terrorist attack, accidental fire, or natural and disastrous force, such building may be built back up (reconstructed):

a. Within its pre-disaster footprint; and

b. Within the three-dimensional envelope of the area of the pre-disaster building; and

c. Up to its pre-disaster gross square footage; and

d. Up to the same number of dwelling units or commercial square footage (or combination thereof) and pre-disaster floor area ratio, but elevated above the base flood elevations required by federal flood regulations, state regulations or City Code; and

e. Conforming in all other respects to City Code, the Florida Building Code, other federal and state regulations, and state coastal construction control lines in effect at the time the substantially damaged building is built back (reconstructed).

ARTICLE II – ELECTIONS

Sec. 2-1 Election procedure

(a) The city commission shall make the necessary arrangements for holding all city elections, and may appoint one (1) or more inspectors for each election.

(b) The supervisor of elections for St. Johns County, Florida, is authorized to perform all functions required to be conducted in holding of primary and general elections of the city, including acceptance of qualifying papers, filing fees, and appropriate financial reports, preparation of ballots, appointment of an election board, supervision of poll workers, counting of ballots and ascertaining the results, and all such other matters and things which are required to be performed in the holding of primary and general elections.

(c) Subject to the provisions of the City Charter and this chapter, the supervisor of elections is authorized to perform all functions required to be conducted in the holding of primary and general elections of the city in accordance with the voting methods, procedures and requirements provided in the general laws of the State of Florida.

(d) The supervisor of elections is authorized to prepare all ballots.

(e) Except as otherwise expressly provided herein, all general laws of the State of Florida relating to elections shall apply to city elections; provided however, all references in general law to political parties and party primaries shall not be applicable to city elections.

Sec. 2-2 Absentee ballots

At all municipal elections held in the City of St. Augustine Beach, ballots of absent qualified voters residing within the corporate limits of the City of St. Augustine Beach, shall be cast, canvassed and certified as provided in and by the general laws of the State of Florida, then in force. The canvassing and certification of the ballots cast by absent qualified voters shall be performed by the Supervisor of Elections of St. Johns County or the city manager, and by the county canvassing board or the city commission. For each election, the city commission shall pass a resolution designating who will perform such duties in respect to the absentee ballots.

Sec. 2-3 City commission offices divided into groups; terms

In the primary election and in the general election to be held in 1968, and in each primary election and in each general election thereafter, the candidates for city commission shall run in five (5) groups, designated as Groups One, Two, Three, Four and Five, and each voter may vote for one candidate in each group. In the general election in 1968, the successful candidates in Groups One and Two shall be elected for a full term of four (4) years, and the successful candidates in Groups Three, Four and Five shall be elected for a full term of two (2) years. Commencing with the election to be held in 1970, and in elections thereafter, the successful candidates in Groups Three, Four and Five shall be elected for a full term of four (4) years. Commencing with the election to be held in 1972, and in each election thereafter, the successful candidates in Groups One and Two shall be elected for a full term of four (4) years.

Sec. 2-4 Run-off elections

(a) A primary election shall be held for any group for which three (3) or more persons qualify. No primary election shall be held for which two (2) or less candidates qualify. At the primary election, if a candidate receives a majority of the votes cast in his or her group, then such candidate shall be declared elected. In the event that a candidate in any group does not receive a majority of the votes cast in his group, then subject to the provisions of subsections (b) and (c) of this section, the names of the candidates placing first and second in that group and their names only shall be placed on the ballot for that group in the general election.

(b) In all primary elections, where there is a tie for first place in any group, only the names of the candidates so tying shall be placed on the ballot for that group at the general election.

(c) In all primary elections, where there is a tie for second place in any group and the candidate placing first in that group did not receive a majority of the votes cast, then the name of the candidate placing first and the candidates tying for second shall be placed on the ballot in the general election.

Sec. 2-5 Determining winners at general elections; tie votes.

In any general election, the candidate receiving the highest number of votes shall be declared the person elected. In the event of a tie in any general election, the tie vote shall be decided by lot to be conducted by the city attorney and city manager.

Sec 2-6 Form of ballot

The ballot in all respects shall conform as nearly as possible to the form of ballot prescribed by the laws of the State of Florida.

Sec. 2-7 Recall of elected officials

Recall of elected officials shall be as provided by general law.