



City Commission Special Meeting

Agenda

February 15, 2023 @ 3:30 pm

City Hall - Commission Chambers
401 S. Park Avenue

welcome

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please note

Times are projected and subject to change.

1. Call to Order

2. Action Item

- a. [Commissioner Weaver's tenure](#)

60 minutes

3. Adjournment



City Commission **agenda item**

item type	Action Item	meeting date	February 15, 2023
prepared by	Randy Knight	approved by	
board approval			
strategic objective			

subject

Commissioner Weaver's tenure

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[Opinion on Weaver Email.pdf](#)



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MEMORANDUM

To: Kurt Ardaman, Esq., Winter Park City Attorney
From: Benton Wood, Esq.
Date: February 13, 2023
Subject: Legal Opinion re: Todd Weaver Email of February 3, 2023

This memorandum is in response to your request for me to: "...research and issue a written opinion as to whether the e-mail sent by Commissioner (Todd) Weaver on (Friday, February 3, 2023 at 8:21 a.m.) constitutes his resignation as a City Commissioner, and if so, the effective date of that resignation."

The email at issue is as follows:

From: Todd Weaver <TWeaver@cityofwinterpark.org>
Sent: Friday, February 3, 2023 8:21 AM
To: All Subscribers - WPK-UNITY1 <allsubscribers2@cityofwinterpark.org>; Mayor and Commissioners <MayorandCommissioners@cityofwinterpark.org>; Sustainability <Sustainability@cityofwinterpark.org>; Advisory Board Staff <AdvisoryBoardStaff@cityofwinterpark.org>; Senior_Staff <seniorstaff@cityofwinterpark.org>
Subject: Stepping Down

Dear Friends, Neighbors and City Staff,

I have thoroughly enjoyed serving as your Winter Park City Commissioner for the past 4 years. Before that, I was honored to serve on the Winter Park Lakes Advisory Board for 6 years. Meeting so many wonderful people across our beautiful City and many City staffers has been heartwarming. To those souls I want to say: I deeply appreciate your support and friendship.

Because of ever-increasing responsibilities outside City government, I have struggled with time management of late. There is no end in sight for these other responsibilities.

We have come out ahead during a very rocky period in our lives due to the perseverance and dedication of our City staff, our many advisory boards, people like you and the City Commission.

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FP 46353743.1

My colleagues and I achieved many successes during my tenure to the betterment of the City and its residents. I regret I have a couple of worthy initiatives left on my to-do list that won't be accomplished prior to my departure from City government.

My efforts toward sustainability are only partially complete. But I think there is enough support from the remaining Commission to advance those worthy goals for your children and the planet.

One such initiative was the Old Library reuse. Had we allowed enough time for some of our local creative re-builders to repurpose the Old Library, we would not miss an opportunity to save over 80,000 tons of CO₂ from being placed into the atmosphere (by manufacturing new concrete to replace what is there). The energy required to make new concrete for building of its size is about 20% of the entire City's yearly energy use. This could have been accomplished for little or no money above demolition and a new building.

I especially want to thank all of the volunteers who spent countless hours helping to wrest Commission Seat 4 away from an operative who did not share our basic values. Many of those same volunteers deserve a huge round of applause for helping to seat the current Commission members. Those elected officials are intelligent, dedicated and work very hard at their jobs. I have been blessed to serve with them.

I wish you all good luck, good health and Godspeed.

Sincerely,

Todd

Todd Weaver

Winter Park City Commissioner 2019-2023

I review this email within the context of my background as a 30+ year member of the Florida Bar who has been continually designated since 2001 by the Florida Supreme Court as a Florida Board Certified Labor and Employment Law attorney. As you can likely imagine, throughout my career I have been tasked on literally hundreds of occasions to opine on the meaning of similar emails/letters/notes within an employment context. I am compelled to note, however, that the City of Winter Park did not have an employer/employee relationship with Commissioner Weaver as a result of his status as Vice Mayor/City Commissioner for Winter Park. As such, federal and state employment law does not specifically govern the meaning of this email.

Notwithstanding that this email does not constitute a contract per se, I have applied well-settled Florida law concepts of contract construction in attempting to satisfy your request for me to opine on this matter. In this context, "[g]enerally the intentions of the parties to a contract govern its construction and interpretation. The intent of the parties by their use of such terms must be discerned from within the four corners of the document. Furthermore, the language being interpreted must be read in conjunction with the other provisions of the contract. Where contractual terms are clear and unambiguous, the court is bound by the plain meaning of those terms. In construing the language of a contract, courts are to be mindful that the goal is to arrive at a reasonable interpretation of the text of the entire agreement to accomplish its stated meaning

and purpose. To that end, a cardinal principle of contract interpretation is that the contract must be interpreted in a manner that does not render any provision of the contract meaningless.” Massey Services, Inc. v. Sanders, 312 So.3d 209, 214 (Fla. 5th DCA 2021) (citations omitted).

Question 1 – Does Commissioner Weaver’s email constitute a resignation? My professional and legal opinion is that Commissioner Weaver’s email conveys a clear intent to resign as a City Commissioner. The subject matter of the email states: “Stepping Down”. Though this email would have been clearer by specifically stating “Resignation”, Commissioner Weaver intended to convey his intent to resign by choosing the phrase “Stepping Down” in the subject of the email. Furthermore, the substance of the body of the email clearly thanks others for the “...many successes during my tenure...” as well as his regret regarding “...a couple of worthy initiatives left on my to-do list that won’t be accomplished prior to my departure from City government.” Reading this email in toto leads me to conclude this email was intended to be a resignation.

Question 2 – If Commissioner Weaver’s email is deemed to be a resignation, when did that resignation become effective? My professional and legal opinion is that Commissioner Weaver’s email conveys a clear intent to resign immediately and became effective when it was transmitted to the Winter Park Mayor and City Commissioners on Friday, February 3, 2023 at 8:21 a.m. This email does not set or establish a future date for leaving the position. Instead, Commissioner Weaver writes an email with the subject of “Stepping Down” followed by thanking individuals, recognizing accomplishments and non-completed goals and ending with apparent goodbyes. If Commissioner Weaver intended to set a future date of departure, presumably the email would have stated such a date versus being written in the past tense. However, when read in toto, the substance of the email indicates an intent to resign effective immediately.

At your request, in addition to me reviewing the email at issue, I also listened to Commissioner Weaver’s statements on this subject matter made during the Winter Park City Commission meeting of February 8, 2023. I listened to the first hour of this meeting and heard Commissioner Weaver state that this email was not a resignation. He further stated, “I don’t believe that the announcement letter that I may be stepping down constitutes a resignation nor an effective date, it certainly wasn’t Friday (February 3).”

When I compare Mr. Weaver’s statements of February 8 to the February 3 email he wrote and sent, I do not find his statements on the subject to be credible. My review of Mr. Weaver’s biography as City Commissioner confirms that he has a double major with degrees in mechanical and aerospace engineering, attended UF College of Veterinary Medicine for multiple years, founded and served as President for two Winter Park based engineering companies and served on County and City advisory boards before successfully becoming elected to the Winter Park City Commission. In my review of Mr. Weaver’s comments made on February 8, it was apparent to me that he is an intelligent, well-spoken individual who I must presume knew what he was doing when he wrote and transmitted the email at issue. Given this information, I must presume that the moment Commissioner Weaver sent an email with the subject of “Stepping Down” to the City of Winter Park Mayor and Commissioners, Commissioner Weaver intended to announce his resignation.

This assessor is not convinced that Mr. Weaver was truthful in attempting to call his February 3 email something other than a present intent to resign at the moment of transmission. In my view, Mr. Weaver's recent statements appear to be a crude attempt by him to recharacterize the events of him drafting and sending the email of February 3.

My understanding from reviewing the Winter Park Code of City Ordinances is that pursuant to Section 2.02, the Winter Park City Commissioners will be tasked with determining Mr. Weaver's qualifications to continue to serve as City Commissioner in the aftermath of the transmission of the email referenced herein. To be completely transparent, I do not have any prior personal or professional history with Todd Weaver. Each member of the Winter Park City Commission who will be tasked with determining Mr. Weaver's qualifications will have much more personal knowledge about him to judge his character and truthfulness on this subject and should rely upon their respective knowledge to guide their judgment in rendering a decision as to Mr. Weaver's qualifications.

I trust you will let me know if anything else is needed from me on this matter.