

Charter Review Items for Discussion

STAFF RESPONSE TO THE COMMISSION'S REQUEST FOR COMMENTS FOR CONSIDERATION

The comments in this transmittal were solicited from staff at the request of the Commission and have not been vetted by legal, nor were they considered in light of political preferences and individually or in whole may not be deemed relevant by the Charter Review Commission. The Commission is strongly encouraged to request legal review and input on any proposed changes the Commission may be considering.

1) 4.01 Mayor: "The mayor shall have authority for all legal contracts and commitments of the city;..." It seems the mayor spends quite a bit of time having to sign all of our contracts. Maybe the language could be clarified to allow the mayor to delegate that signature authority to the CM or ACM. This would avoid some delays in getting contracts out the door, clarify the requirement of the mayor to sign purchase orders, etc. (related to item 7.01)

2) 4.06 (c) says ordinance can be approved on first reading with seven (7) affirmative votes, but (g) says ordinance caption must be published prior to second reading. This appears to be in conflict as there would be no second reading.

3) 5.11, if changed to be the candidate with the most votes will be elected, then the need for runoff could be eliminated. Not sure if this may negatively affect democratic processes?

4) 7.01 City Manager - language was removed here in 2011 allowing the CM to sign contracts. As the CEO of the city, and to improve workflow at City Hall, the CM should be authorized to sign contracts.

5) 8.09 Depository. - "All checks, vouchers, or warrants for the withdrawal of money from the city depositories shall be signed by the city manager and the director of finance." I think in practice this does not occur, as in reality it is two authorized signatories, not specifically the CM and DoF

6) SECTION 11 Franchises

Review the franchise sections and confirm what types of utilities and service they would want to require to have a franchise agreement. Specific discussions around whether ambulance service should require a franchise agreement.

7) 11.03 Franchise Limitations. "No exclusive franchise shall ever be granted and franchises shall be transferrable only upon authorization of the council expressed by ordinance. A franchise may not be transferred except to a person, firm or entity taking all or substantially all of the franchise's business in the city. The expiration date of all franchises shall be specified and the term thereof may be extended or renewed only by ordinance."

We obviously DO use exclusive franchises – TDS comes to mind, unless such contracts are not franchise but rather a contracted service.