



AUTHORIZATION FOR AGREEMENTS, MOUs, OR OTHER DOCUMENTS OBLIGATING THE CITY

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Document: Finance Date: 5-13-22

Statement of Purpose: State and Federal Surplus Property Program

Department Head Signature: [Signature]

Remarks, if any: _____

City Attorney Review and Signature: [Signature] Date: 5/18/2022

Other Signatures as Requested by the City Attorney: _____

	Signature				Name/Position
	Date:				Date:
Budget Confirmed:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>		
Certificate of Insurance Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>		
City Council Approval Needed:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		Date:	_____

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: [Signature] Date: 5/19/22

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: _____ Date: _____

Date posted on website: _____

Instructions for Completing Eligibility Forms

Please complete all blanks requiring information. If you fail to do this, it will result in delays for establishing your eligibility. If you have questions or need assistance in filling out the forms, contact Carla Jeannette at 503-378-2753 or email her at carla.jeannette@oregon.gov. Please note: the application is fillable, but cannot be submitted electronically. Please scan/email for best results.

- Complete section I.
- In section II, choose one primary agency/business/organization type.
- In section III, list names and contact information for the people authorized to come in and sign for property for your agency/business/organization.
- Section IV explains the Terms and Conditions.
- Section V explains Non-discrimination Assurance.
- Section VI Certification Regarding Debarment, Suspension, and Other responsibility matters.
- Section VII Certifications and Agreements.
- The agreement must be signed by an authorized official (i.e., mayor, commissioner, owner, executive director).
- Include all supporting documents by agency/business/organization type:

Public checklist

Nonprofit checklist

SBA, SEA, VSO and VOSB checklist

- Make a copy of the application for your records.
- Return the completed application (4 pages) and the supporting documents via scan/email (preferred), hand delivery, fax or mail to:



State of Oregon
State and Federal Surplus Property Program
1655 Salem Industrial Drive NE
Salem, OR 97301
Attn: Carla Jeannette
carla.jeannette@oregon.gov
Phone 503-378-2753, fax 503-378-8558



Oregon
Kate Brown, Governor

Department of Administrative Services
Enterprise Asset Management - Surplus Property Distribution Center
1655 Salem Industrial Drive NE
Salem, Oregon 97301
PHONE: 503-378-6020
FAX: 503-378-8558

APPLICATION FOR ELIGIBILITY

Section I					
Legal Name of Applicant Organization: City of Newport					
Address (Street Address AND applicable P.O. Box): 169 SW Coast Highway					
Street Address					
	Newport	OR	97365	Lincoln	93-6002222
P.O. Box	City	State	ZIP Code	County	EIN (Tax ID)
Steve Baugher					
Primary Contact			Title		Email
541-574-0615			541-574-3355		www.newportoregon.gov
Phone number w/Area Code			FAX number w/Area Code		Website

Section II
Please choose one among the following (Public agency, nonprofit organization, SEA, VSO, VOSB, or SBA) which best describes your entity:

Public tax supported agencies: Click this link to view the list of public tax supported agencies.

City, county or state government Fire dept./Rescue squads
 Special district Education: Pre-K, K-12, college/university

Nonprofit organizations: Click this link to view the list of nonprofit organizations.

Education: Pre-K, K-12, college/university, school for disabled persons, museum, library, radio stations.
 Provider of assistance to the impoverished/homeless/or older Americans.
 Public health: Medical clinic/hospital, alcohol/drug treatment center, child/adult daycare.

Other:

Small Business Administration (SBA) activity: Please see the webpage here for organizations that are designated by SBA as 8a Business Development (BD) activities.
 Service Educational Activity (SEA): Please see the webpage here for a complete listing of qualified organizations.
 Veteran Owned Small Business (VOSB): These are businesses that have been certified by the VA. Click on this link for more information.
 Veteran Service Organization (VSO): Click on this link for a complete listing of Veteran Service Organizations.

Section III: Authorized Signers

Send Invoices to (Name/Title): Steve Baugher/Interim Finance Director				I Authorize Purchases By Anyone In My Agency That Holds:			
Phone Number and email address: 541-574-0615 s.baugher@newportoregon.gov				<input type="checkbox"/> Business Credit Card or SPOTS card		<input type="checkbox"/> Purchase Order	
				<input checked="" type="checkbox"/> Either			
Name #1		Add	Keep	Delete	Email Address		
Steve Baugher		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	s.baugher@newportoregon.gov		
Title Interim Finance Director				Phone Number 541-574-0615			
Name #2		Add	Keep	Delete	Email Address		
Spencer Nebel		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	s.nebel@newportoregon.gov		
Title City Manager				Phone Number 541-574-0603			
Name #3		Add	Keep	Delete	Email Address		
Mike Murzynsky		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Title				Phone Number			
Name #4		Add	Keep	Delete	Email Address		
Erik Glover		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	e.glover@newportoregon.gov		
Title Assistant City Manager/City Recorder				Phone Number 541-574-0613			
Name #5		Add	Keep	Delete	Email Address		
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Title				Phone Number			

Add additional signer sheets if needed, located here:
<https://www.oregon.gov/das/Surplus/Documents/changeauthorized.pdf>

Section IV: Terms and Conditions of Distribution

You AGREE to the following when signing your name to a Distribution Document / Invoice:

- To use the surplus property only in the official program you represent
- To use the surplus property for its intended purpose
- To put the surplus property into use within one year and to use it for at least one year
- To use certain items for 18 months or longer*
- To not sell the property, lend it, trade it, or tear it down for parts unless given prior written permission
- To not permanently remove the property for use outside the state
- To not store property at a personal residence without prior written authorization
- To return property that is still under restriction but is no longer needed
- To pay the U.S. Government for the property if not used according to the terms and conditions specified on the distribution document.

In short, the surplus property must be used in an authorized program. Personal or non-use of surplus property is prohibited. Permission must be received before selling, trading or cannibalizing the property. Understand your obligations by reading the back of your Distribution Document/Invoice.

*Property that has an original acquisition cost of \$5,000 or more and passenger motor vehicles regardless of acquisition cost are items that would fall under this restriction. Utilization reports will be mailed to you for completion every six months until the use requirement is met. Any authorized representative can complete this form if they have the necessary information. If you need assistance with these reports, contact the Federal Property Coordinator at 503-378-6051.

RETURN POLICY:

Property returned within 30 days from acquisition = Full Credit
 Property returned 31-60 days from acquisition = Half Credit
 No credit will be given for property returned after 60 days

Section V: Nondiscrimination Assurance Statement

Assurance and compliance with GSA regulations under Title VI of the Civil Rights Act of 1964, Section 606 of Title VI of the Federal Property and Administrative Service Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and Section 303 of the Age Discrimination Act of 1975.

Hereinafter called the "Donee", agrees that the program for or in connection with which any property is donated to the Donee will be conducted in compliance with, and the Donee will comply with and will provide services or benefits under said program to comply with all requirements imposed by or pursuant to the regulation of the General Service Administration (41 CFR 101.6-2, PR 101-8) issued under the provisions of Title VI of the Civil Rights Act of Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975. To the end that no person in the United States shall on the grounds of race, color, national origin, sex or age, or that no person with disabilities shall solely by reason of their disability, be excluded from participation in or be denied the benefits of, or be subject to discrimination under any program or activity for which the Donee receives Federal Assistance from the General Services Administration.

The Donee hereby gives assurance that it will immediately take any measure necessary to effectuate this agreement.

Section VI: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency
 - (b) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by Governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, state, or local) terminated for cause of default.
- 2) Where the prospective prima participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

My signature below represents that I have read and understand all of the information contained in this application, including the fine print on the next page. My signature below represents that I have accurately completed this form to the best of my ability and that my agency, organization, business and representatives will abide by the aforementioned agreements, certifications, assurances and statements, rules and laws.

Print Name and Title of Applicant's Authorized Official

Date (MM/DD/YYYY)

Spencer Nebel 	5/13/22
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Signature of Applicant's Authorized Official



Section VII: Certifications and Agreements

CERTIFICATIONS AND AGREEMENTS

THE DONEE CERTIFIES THAT:

I. (1) It is a public agency; or a nonprofit educational or public health institution or organization, exempt from taxation under section 501 of the Internal Revenue Code of 1954; within the meaning of section 203 (j) of the Federal Property and Administrative Services Act of 1949, as amended, and the regulations of the Administrator of General Services.

(2) If a public agency, the property is needed and will be used by the recipient for carrying out or promoting for the residents of a given political area one or more public purposes, or, if a nonprofit tax-exempt institution or organization, the property is needed for and will be used by the recipient for educational or public health purposes, and including research for such purpose. The property is not being acquired for any other use or purpose, or for sale or other distribution; or for permanent use outside the State, except with prior approval of the State agency.

(3) Funds are available to pay all costs and charges incident to donation, and these charges will be paid promptly.

(4) This transaction shall be subject to the nondiscrimination regulations governing the donation of surplus personal property issued under Title VI of the Civil Rights Act of 1964, Section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975.

II. THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS:

(1) All items of property shall be placed in use for the purposes for which acquired within one year of receipt and shall be continued in use for such purposes for one year from the date the property was placed in use. In the event the property is not so placed in use, or continued in use, the donee shall immediately notify the State agency, and at the donee's expense, return such property to the State agency, or otherwise make the property available for transfer or other disposal by the State agency, provided the property is still usable as determined by the State agency.

(2) Such special handling or use limitations as are imposed by General Services Administration (GSA) on any item(s) of property listed hereon.

(3) In the event the property is not so used or handled as required by (b) (1) and (2), title and right to the possession of such property shall at the option of GSA revert to the United States of America and upon demand the donee shall release such property to such person as GSA or its designee shall direct.

III. THE DONEE AGREES TO THE FOLLOWING CONDITIONS IMPOSED BY THE STATE AGENCY, APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF \$5,000 (PUBLIC LAW 99-386, SEC. 207) OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST, EXCEPT VESSELS 50 FEET IN LENGTH AND AIRCRAFT:

(1) The property shall be used only for the purpose(s) for which acquired and for no other purpose(s).

(2) There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which acquired for a period of 18 months from the date the property is placed in use.

(3) In the event the property is not so used as required by (c) (1) and (2) and Federal restrictions (b) (1) and (2) have expired then the right to the possession of such property shall at the option of the State agency revert to the State of Oregon and the donee shall release such property to such person as the State agency shall direct.

IV. THE DONEE AGREES TO THE FOLLOWING TERMS, RESERVATIONS AND RESTRICTIONS:

(1) From the date it receives the property listed hereon and through the period(s) of time the conditions imposed by (b) and (c) above remain in effect, the donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the State, without the prior approval of GSA under (b) or the State agency under (c). The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property, when such action is authorized by GSA or by the State agency, shall be remitted promptly by the donee to GSA or the State agency, as the case may be.

(2) In the event any of the property listed hereon is sold, traded, leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of by the donee from the date it receives the property through the period(s) of time the conditions imposed by (b) and (c) remain in effect, without prior approval of GSA or the State agency, the donee, at the option of GSA or the State agency shall pay to GSA or the State agency, as the case may be, the proceeds of the disposal or the fair market value or the fair rental value of the property at the time of such disposal, as determined by GSA or the State agency.

(3) If at any time, from the date it receives the property through the period(s) of time the conditions imposed by (b) and (c) remain in effect, any of the property listed hereon is no longer suitable, usable, or further needed by the donee for the purpose(s) for which acquired, the donee shall promptly notify the State agency, and shall, as directed by the State agency, return the property to the State agency, release the property to another donee or another State agency, a department or agency of the United States, sell or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the donee to the State agency.

(4) The donee shall make reports to the State agency on the use, condition, and location of the property listed hereon, and on other pertinent matters as may be required from time to time by the State agency.

(5) At the option of the State agency, the donee may abrogate the conditions set forth in (c) and the terms, reservations and restrictions pertinent thereto in (d) by payment of an amount as determined by the State agency.

V. THE DONEE AGREES TO THE FOLLOWING CONDITIONS, APPLICABLE TO ALL ITEMS OF PROPERTY LISTED HEREON:

(1) The property acquired by the donee is on an "as is, where is" basis, without warranty of any kind.

(2) The State agency requires the donee to carry insurance against damages to or loss of property due to fire or other hazards and where loss of or damage to donated property with unexpired terms, conditions, reservations or restrictions occurs, the State agency will be entitled to reimbursement from the donee out of the insurance proceeds, of an amount equal to the unamortized portion of the fair value of the damaged or destroyed donated items.

VI. TERMS AND CONDITIONS APPLICABLE TO THE DONATION OF AIRCRAFT AND VESSELS (50 FEET OR MORE IN LENGTH) HAVING AN ACQUISITION COST OF \$5,000 (PUBLIC LAW 99-386, SEC. 207) OR MORE, REGARDLESS OF THE PURPOSE FOR WHICH ACQUIRED:

(1) The donation shall be subject to the terms, conditions, reservations, and restrictions set forth in the Conditional Transfer Document executed by the authorized donee representative.

THE DONEE AGREES TO THE FOLLOWING TERMS AND CONDITIONS IMPOSED BY THE STATE AGENCY APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF UNDER \$5,000 (PUBLIC LAW 99-386, SEC. 207):

(1) Title to items with an acquisition cost of less than \$5,000. (Public Law 99-386, Sec. 207) shall pass to the donee when the terms and conditions imposed by (b) (1) and (2) have been met.

(2) All clothing, upholstered furniture, and bedding materials acquired from the SURPLUS PROPERTY DIVISION will be sterilized as required by State Law before being used.

(3) In addition to any other remedies available to the Department or to the State agency, said agency shall have the right and authority to withhold further transfers of Government Surplus Property to our institution if we fail at anytime.

(a) Abide by the above terms and conditions and (b) promptly pay just service and handling charge fees assessed by the state agency.

Eligibility Document Checklist

In addition to the completed and **signed** application, please provide the following documentation so your paperwork can be completed in a timely manner:

If you are a **State Agency**, nothing else is required.

If you are a **publically funded School District**:

Submit copy of Accreditation Certificate

If you are **publically funded University**, nothing else is required.

If you are a **Local Government**:

Submit proof of public agency status, preferably the City Charter

Submit a description of programs, operations and activities

If you are a **publically funded Board or Commission or Special District**:

Submit information on group's purpose

Submit evidence of public funding

NEWPORT CHARTER

This Charter is adopted by the voters of the City of Newport, Oregon, in the exercise of their power to the fullest extent possible under the Oregon Constitution and laws of the state.

Chapter I NAMES AND BOUNDARIES

Section 1. Title. This charter may be referred to as the Newport Charter.

Section 2. Name. The City of Newport, Oregon, continues as a municipal corporation with the name City of Newport.

Section 3. Boundaries. The city includes all territory within its boundaries as they now exist or are legally modified. The city will maintain as a public record an accurate and current description of the boundaries.

Chapter II POWERS

Section 4. Powers. The city has all powers that the constitutions, statutes and common law of the United States and Oregon expressly or impliedly grant or allow the city, as fully as though this charter specifically enumerated each of those powers.

Section 5. Construction. The charter will be liberally construed so that the city may exercise fully all powers possible under this charter and under United States and Oregon law.

Section 6. Distribution. The Oregon Constitution reserves initiative and referendum powers as to municipal legislation to city voters. This charter vests all other powers in the city council except as the charter otherwise provides. The council has legislative, administrative and quasi judicial authority. The council generally exercises legislative authority by ordinance, administrative authority by resolution or motion, and quasi-judicial authority by order if not required to do so by ordinance or resolution. The council may not delegate its authority to adopt ordinances, but may delegate any other authority.

Chapter III COUNCIL

Section 7. Council. The council consists of a mayor and six councilors nominated and elected from the city at large.

Section 8. Mayor. The mayor presides over and facilitates council meetings, preserves order, enforces council rules, and determines the order of business under council rules. The mayor is a voting member of the council and has no veto

authority. The mayor shall appoint committees and boards as provided by code, ordinance or council rules. The mayor shall sign all records of council decisions. The mayor acts as the representative of the city at all ceremonial events, but may delegate this responsibility. In the event that there is a vacancy in the office of mayor or the mayor is unable to or refuses to take any act required by this charter, the president of the council shall take the required action.

Section 9. Council President. At its first meeting each year, the council shall elect a president from its membership. The president presides in the absence of the mayor and acts as mayor when the mayor is unable to perform duties.

Section 10. Rules. The council may by resolution adopt rules to govern its meetings and those of other city entities.

Section 11. Meetings. The council shall meet at least once a month at a time and place designated by the council, and may meet at other times.

Section 12. Quorum. A majority of the council members is a quorum to conduct business, but a smaller number may meet and compel attendance of absent members as prescribed by council rules.

Section 13. Vote Required. Except when this charter requires approval of a majority of the entire council, a majority of the council members voting is necessary for any council decision. In the event of a major emergency such as a natural disaster that limits the ability of council members to meet, the council may act by a majority of those who are able to participate in a meeting in person or by electronic or other means. Any such emergency action shall be reviewed at the first opportunity to have a quorum consider the action.

Section 14. Record. A record of council meetings shall be kept by the city recorder.

Chapter IV LEGISLATIVE AUTHORITY

Section 15. Ordinances. The council will exercise its legislative authority by adopting ordinances. The enacting clause for all ordinances must state "The City of Newport ordains as follows:".

Section 16. Ordinance Adoption. Drafts of ordinances shall be available at any council meeting when the ordinance is to be considered. Ordinances shall be adopted only after an initial vote of the council, followed by a reading of the ordinance by title only, and a final roll call vote. At the request of any council member, the roll call vote shall be at a separate council meeting. Any amendments from the printed version circulated at the council meeting shall be read in full at the time of the reading of the ordinance by title, unless the council by unanimous vote waives reading of the amendments.

Section 17. Effective Date of Ordinances. Ordinances normally take effect on the

30th day after adoption, or on a later day provided in the ordinance. An ordinance may take effect as soon as adopted or other date less than 30 days after adoption if it contains an emergency clause.

Chapter V ADMINISTRATIVE AUTHORITY

Section 18. Resolutions. The council will normally exercise its administrative authority by resolution or motion. The approving clause for resolutions may state "The City of Newport resolves as follows:".

Section 19. Approval of Resolutions and Motions.

(a) Approval of a resolution or motion shall be by a majority of those voting when a quorum is present.

(b) The vote of each member on any resolution or motion shall be entered into the council minutes.

(c) Resolutions shall be signed by the mayor and witnessed and dated by the city recorder.

Section 20. Effective Date of Administrative Decisions. Administrative decisions take effect on the date of approval, or on a later date provided in the decision.

Chapter VI QUASI-JUDICIAL AUTHORITY

Section 21. Orders. The council will normally exercise its quasi-judicial authority by approving orders when an ordinance or resolution is not required. The approving clause for orders may state "The City of Newport orders as follows:".

Section 22. Order Approval.

(a) Approval of an order or any other council quasi-judicial decision shall be by a majority of those voting when a quorum is present.

(b) The vote of each member on any order or other quasi-judicial decision shall be entered in the council minutes.

(d) Orders and other written quasi-judicial decisions shall be signed by the mayor and witnessed and dated by the city recorder.

Section 23. Effective Date of Orders. Orders and other quasi-judicial decisions take effect on the date of final approval, or on a later date provided in the order.

Chapter VII ELECTIONS

Section 24. Councilors. The term of a councilor in office when this charter is adopted is the term for which the councilor was elected. At each general election after the adoption, three councilors will be elected for four-year terms.

Section 25. Mayor. The term of the mayor in office when this charter is adopted continues until the beginning of the first odd-numbered year after adoption. At every general election after the adoption, a mayor will be elected for a two-year term.

Section 26. Procedure. City elections shall be conducted in accordance with state law, but the city may adopt election ordinances as allowed by state law.

Section 27. Nonpartisan Elections. All elections for city offices shall be nonpartisan.

Section 28. Qualifications.

(a) The mayor and each councilor must be a qualified elector under state law, and reside within the city for at least one year immediately before election or appointment to office.

(b) No person may be a candidate at a single election for more than one city office.

(c) Neither the mayor nor a councilor may be employed by the city.

(d) The council is the final judge of the qualifications of its members, subject to judicial review.

Section 29. Nominations and Elections. The council may adopt an ordinance prescribing the manner for a person to be nominated to or file a declaration of candidacy to run for mayor or a city councilor position. In the absence of an ordinance, a person may become a candidate by filing a declaration of candidacy by the deadline established by state law for the general election. The person receiving the greatest number of votes in the mayoral election at the general election shall be elected mayor. For councilor positions, the ballot shall include a single list of candidates, and electors may vote for up to three candidates. The three persons receiving the greatest number of votes shall be elected as councilors.

Section 30. Terms. The term of the mayor and each councilor elected at a general election begins at the first council meeting of the year immediately after the election, and continues until the successor qualifies and assumes the office.

Section 31. Oath. The mayor and each councilor must swear or affirm to faithfully perform the duties of the office and support the constitutions and laws of the United States and Oregon and the charter and ordinances of the city.

Section 32. Vacancies. The mayor or a council office becomes vacant:

(a) Upon the incumbent's:

- (1) Death,
- (2) Adjudicated Incompetence,
- (3) Recall from the office or
- (4) Resignation from office.

(b) Upon a determination by the council after a hearing, of the incumbent's:

- (1) Failure to qualify for the office within 10 days of the time the term of office is to begin;
- (2) Absence from the city for 30 days without council consent, or from all council meetings within a 60-day period,
- (3) Ceasing to reside in the city,
- (4) Ceasing to be a qualified elector under state law,
- (5) Inability to function as a council member for the remainder of the member's term.

(c) Upon a discretionary decision by the council after a hearing to declare a vacancy based on:

- (1) Conviction of a public offense punishable by loss of liberty, or
- (2) Violation of Section 34(i).

Section 33. Filling Vacancies. A mayor or councilor vacancy will be filled by appointment by a majority of the remaining council members. The appointee's term of office runs from appointment until expiration of the term of office of the last person elected to that office. If a council member is unable to participate in council meetings or a member is absent from the city, a majority of the entire council may appoint a council member pro tem.

Chapter VIII APPOINTIVE OFFICERS

Section 34. City Manager.

(a) The office of city manager is established as the administrative head of the city government. The city manager is responsible to the council for the proper administration of all city business. The city manager will assist the council in the development of city policies, and carry out policies established by ordinances and resolutions.

(b) A majority of the entire council must appoint and may remove the manager. The appointment must be made without regard to political considerations and solely on the basis of education and experience in competencies and practices of local government management.

(c) The manager may be appointed for a definite or an indefinite term, and may be removed at any time by a majority of the entire council. The council must fill the office by appointment as soon as practicable after the vacancy occurs.

(d) The manager shall

- (1) Attend all council meetings unless excused by the mayor or council;
- (2) Make reports and recommendations to the council about the needs of the city;
- (3) Administer and enforce all city ordinances, resolutions, franchises, leases, contracts, other city decisions;
- (4) Appoint, supervise and remove city employees;
- (5) Organize city departments and administrative structure;
- (6) Prepare and administer the annual city budget;
- (7) Administer city property and utilities;
- (8) Encourage and support regional and intergovernmental cooperation;
- (9) Promote cooperation among the council, staff and citizens in developing city policies, and building a sense of community
- (10) Perform other duties as directed by the council.

(e) The manager may delegate any of the manager's duties or responsibilities other than the duty to attend a council meeting.

(f) The manager has no authority over the council or over the judicial functions of the municipal judge. The manager shall cooperate with the auditor appointed by the council and shall respect the independent status of the auditor.

(g) The manager and other employees designated by the council may sit at council meetings but have no vote. The manager, or designee if the manager has been excused, may take part in all council discussions.

(h) When the manager is temporarily unable to act as manager or when the office of manager becomes vacant, the council shall appoint a manager pro tem. The manager pro tem has the authority and duties of manager, except that a pro tem manager may appoint or remove management employees only with council approval.

(i) No council member may directly or indirectly as an individual attempt to coerce the manager or a candidate for the office of manager in the appointment or removal of any city employee, or in administrative decisions regarding city property or contracts. In council meetings, councilors may discuss or suggest anything with the manager relating to city business.

Section 35. City Attorney. The office of city attorney is established as the chief legal officer of the city government. A majority of the entire council shall appoint and may remove the attorney.

Section 36. Municipal Court and Judge.

- (a) A majority of the entire council shall appoint and remove a municipal judge while the city maintains a municipal court. A municipal judge will hold court in the city at such place as the council directs.
- (b) All areas within the city and areas outside the city as permitted by state law are within the jurisdiction of the court.
- (c) The municipal court has jurisdiction over every violation of a city ordinance. The court may impose penalties for violations of city ordinances. The court also has jurisdiction over violations of state statutes to the extent allowed under state law unless limited by the city council, but the municipal judge may decline to exercise jurisdiction over categories of cases.
- (d) The municipal judge may:
- (1) Render judgments and impose sanctions on persons and property;
 - (2) Issue and compel obedience to subpoenas;
 - (3) Compel witnesses to appear and testify before the court;
 - (4) Penalize contempt of court;
 - (5) Issue processes necessary to enforce judgments and orders of the court;
 - (6) Issue search warrants and other warrants;
 - (7) Perform other judicial and quasi-judicial functions assigned by ordinance; and
 - (8) Appoint pro tem municipal judges if the municipal judge will be unavailable.
- (e) The council may appoint and may remove municipal judges pro tem.
- (f) The council may transfer some or all of the functions of the municipal court to an appropriate state court.

**Chapter IX
PUBLIC IMPROVEMENTS**

Section 37. Procedure. The council may by ordinance provide for procedures governing the making, altering, vacating, or abandoning of a public improvement. A proposed public improvement to be financed by a local improvement district may be suspended for six months upon remonstrance by owners of the real property to be specially assessed for the improvement. The number of owners necessary to suspend the action will be determined by ordinance.

Section 38. Special Assessments. The procedure for levying, collecting and enforcing special assessments for public improvements or other services charged against real property will be governed by ordinance.

Chapter X
MISCELLANEOUS PROVISIONS

Section 39. Debt. City indebtedness may not exceed debt limits imposed by state law. A charter amendment is not required to authorize city indebtedness.

Section 40. Ordinance Continuation. All ordinances and other enactments consistent with this charter in force when it takes effect remain in effect until amended or repealed.

Section 41. Repeal. All charter provisions adopted before this charter takes effect are repealed.

Section 42. Severability. The terms of this charter are severable. If any provision is held invalid by a court, the invalidity does not affect any other part of the charter.

Section 43. Time of Effect. This charter takes effect January 1, 2008.