

AGENDA

REGULAR CITY COUNCIL MEETING

January 13, 2014

5:30 p.m.

CITY HALL COUNCIL CHAMBER  
313 COURT STREET  
THE DALLES, OREGON

1. CALL TO ORDER
2. ROLL CALL OF COUNCIL
3. PLEDGE OF ALLEGIANCE
4. APPROVAL OF AGENDA
5. PRESENTATIONS/PROCLAMATIONS
  - A. Certificate of Recognition to Steve Sugg
  - B. Presentation by Fort Dalles Fourth Committee Regarding the Fourth of July Celebration
6. AUDIENCE PARTICIPATION

During this portion of the meeting, anyone may speak on any subject which does not later appear on the agenda. Five minutes per person will be allowed. If a response by the City is requested, the speaker will be referred to the City Manager for further action. The issue may appear on a future meeting agenda for City Council consideration.
7. CITY MANAGER REPORT
8. CITY ATTORNEY REPORT
9. CITY COUNCIL REPORTS

**CITY OF THE DALLES**

*"By working together, we will provide services that enhance the vitality of The Dalles"*

10. CONSENT AGENDA

Items of a routine and non-controversial nature are placed on the Consent Agenda to allow the City Council to spend its time and energy on the important items and issues. Any Councilor may request an item be "pulled" from the Consent Agenda and be considered separately. Items pulled from the Consent Agenda will be placed on the Agenda at the end of the "Action Items" section.

- A. Approval of December 9, 2013 Regular City Council Meeting Minutes
- B. Resolution No. 14-001 Clarifying the Authority of the Planning Director to Execute Documents Related to the CDBG Housing Rehabilitation Grant Program

11. ACTION ITEMS

- A. Approval of Intergovernmental Agreements for Distribution of Enterprise Zone Fees From Design LLC Enterprise Zone Agreement [**Agenda Staff Report #14-002**]
- B. Special Ordinance No. 14-560 Assessing the Properties at 1606 and 1608 Montana Street for Cost of Vegetation Nuisance Abatement [**Agenda Staff Report #14-001**]
- C. Approval of Lease With Wasco County for the Transportation Center Building [**Agenda Staff Report #14-003**]

12. EXECUTIVE SESSION

- A. Recess to Executive Session in Accordance With ORS 192.660 (2) (d) to Conduct Deliberations With Persons Designated by the Governing Body to Carry on Labor Negotiations
- B. Reconvene to Open Session

13. DECISIONS FOLLOWING EXECUTIVE SESSION

14. ADJOURNMENT

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**This meeting conducted in a handicap accessible room.**

Prepared by/  
Julie Krueger, MMC  
City Clerk

  
\_\_\_\_\_

# CERTIFICATE OF RECOGNITION

issued to

**Steve Sugg**

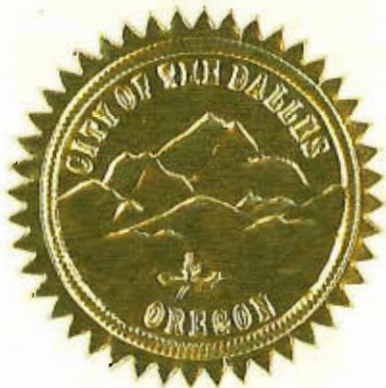
This Certificate is issued in recognition of your recent induction into the Oregon High School Baseball Coaches Association Hall of Fame.

The community owes you a debt of gratitude for your many years of coaching The Dalles High School baseball team, taking them to nine semi-finals and six State championships during your esteemed career.

Your dedication to the baseball program and the positive influence you have had on so many young athletes in this community is immensely appreciated.

On behalf of the City Council and the citizens of The Dalles, please accept our sincerest appreciation and thanks for your selfless dedication and leadership to the youth of our community.

Dated this 13th day of January, 2014.



\_\_\_\_\_  
Stephen E. Lawrence, Mayor

Attest:

\_\_\_\_\_  
Julie Krueger, MMC, City Clerk



**CITY of THE DALLES**


313 COURT STREET  
THE DALLES, OR 97058

PH. (541) 296-5481  
FAX (541) 296-6906

**AGENDA STAFF REPORT**  
**CITY OF THE DALLES**

<b>MEETING DATE</b>	<b>AGENDA LOCATION</b>	<b>AGENDA REPORT #</b>
January 13, 2014	Consent Agenda 10, A - B	N/A

**TO:** Honorable Mayor and City Council

**FROM:** Julie Krueger, MMC, City Clerk 

**THRU:** Nolan K. Young, City Manager

**DATE:** November 26, 2013

**ISSUE:** Approving items on the Consent Agenda and authorizing City staff to sign contract documents.

A. **ITEM:** Approval of December 9, 2013 Regular City Council Meeting Minutes.

**BUDGET IMPLICATIONS:** None.

**SYNOPSIS:** The minutes of the December 9, 2013 regular City Council meeting have been prepared and are submitted for review and approval.

**RECOMMENDATION:** That City Council review and approve the minutes of the December 9, 2013 regular City Council meeting.

B. **ITEM:** Resolution No. 14-001 Clarifying the Authority of the Planning Director to Execute Documents Related to the CDBG Housing Rehabilitation Grant Program.

**BUDGET IMPLICATIONS:** None.

**SYNOPSIS:** The City recently received a Community Development Block Grant for implementation of the Mid-Columbia Home Repair Program for Wasco, Hood River, and Sherman Counties. The Community Development Block Program typically provides that the City's highest elected official, which would be the Mayor for the City of The Dalles, executes documents related to any grant that is awarded to a local government.

At the request of state officials overseeing the Community Block Grant Program, to facilitate the administration of the recent grant received by the City on October 28, 2013, the City Council adopted Resolution No. 13-034 authorizing Richard Gassman, the City Planning Director, to execute documents associated with the grant. Following the adoption of this Resolution, the state officials requested the City adopt some clarifying language regarding the authority being granted to the Planning Director. Resolution No. 14-001, which has been approved by the State, contains the clarifying language.

**RECOMMENDATION:** Move to adopt Resolution No. 14-001 as part of the Consent Agenda.

## MINUTES

REGULAR COUNCIL MEETING  
OF  
DECEMBER 9, 2013  
5:30 P.M.

THE DALLES CITY HALL  
313 COURT STREET  
THE DALLES, OREGON

**PRESIDING:** Mayor Steve Lawrence

**COUNCIL PRESENT:** Bill Dick, Carolyn Wood, Dan Spatz, Tim McGlothlin, Linda Miller

**COUNCIL ABSENT:** None

**STAFF PRESENT:** City Manager Nolan Young, City Attorney Gene Parker, City Clerk Julie Krueger, Police Chief Jay Waterbury, Administrative Fellow Jon Chavers, Finance Director Kate Mast, Engineer Dale McCabe

### CALL TO ORDER

Mayor Lawrence called the meeting to order at 5:33 p.m.

### ROLL CALL

Roll call was conducted by City Clerk Krueger; Councilors Spatz and McGlothlin absent.

### PLEDGE OF ALLEGIANCE

Mayor Lawrence invited the audience to join in the Pledge of Allegiance.

### APPROVAL OF AGENDA

Mayor Lawrence noted an item had been added by supplemental agenda to approve an agreement with the Port of The Dalles; and asked that Council add approval of an OLCC application for the Cottage Café. It was moved by Dick and seconded by Wood to approve the agenda as amended. The motion carried unanimously, Spatz and McGlothlin absent.

MINUTES (Continued)  
Regular Council Meeting  
December 9, 2013  
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### **AUDIENCE PARTICIPATION**

None.

### **CITY MANAGER REPORT**

City Manager Young said there had been previous discussion regarding the purchase of tablets for the City Council. He asked how many Councilors wanted one and noted there would be a budget amendment to remove funds from contingency for the purchase. He asked the Council to let him know if they wished to have one.

**Councilor Spatz in attendance at 5:35 p.m.**

### **CITY ATTORNEY REPORT**

None.

**Councilor McGlothlin in attendance at 5:38 p.m.**

### **CITY COUNCIL REPORTS**

Councilor Wood said the Mid Columbia Council of Governments meeting had included a tour of the Hood River Transportation Center. She said she had attended the ground breaking ceremony at the Airport for the new business park. She commented that it had taken seven years to get the project to this stage and included funding from the State of Oregon, State of Washington and FAA.

Councilor McGlothlin said he had attended a reception hosted by Google to acknowledge local grant recipients, which had included School District 21.

Councilor Dick said the next QLife Agency meeting was scheduled for December 12 and would include a tour of some of the facilities.

Councilor Spatz said he had also attended the Google reception, representing the college. Spatz reported on his attendance at the Oregon Business Summit, where workforce training was the major subject. He said the North Central Region had brought their most critical issues to the meeting, including infrastructure, utilities, workforce housing, and urban growth expansion issues.

MINUTES (Continued)  
Regular Council Meeting  
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Councilor Miller reported she had also attended the groundbreaking ceremony at the Airport and said the project was a great example of partnerships between governing entities.

Mayor Lawrence said he had attended the Starlight Parade and tree lighting ceremony. He thanked everyone involved in the events and the lights in the downtown area. Lawrence said he had attended the groundbreaking ceremony at the Airport and said he would be hosting a meeting on December 11 at 5:30 regarding bicycling issues.

### **CONSENT AGENDA**

It was moved by Wood and seconded by Miller to approve the Consent Agenda as amended. The motion carried unanimously. The items approved by Consent Agenda were 1) approval of the November 25, 2013 regular City Council meeting minutes; and 2) authorization for the City Clerk to endorse OLCC New Outlet application for the Cottage Café.

### **CONTRACT REVIEW BOARD ACTIONS**

#### **Approval to Continue With Merina and Company, LLC for the City's and Urban Renewal Agency's Audit Services**

Finance Director Mast reviewed the staff report. She said the City Attorney had determined that the original agreement only allowed for a two year extension, not three years as was originally requested in the staff report.

It was moved by Wood and seconded by McGlothlin to approve Merina and Company as auditors for the City of The Dalles and Columbia Gateway Urban Renewal Agency for the fiscal years ending June 30, 2014 and 2015. The motion carried unanimously.

### **ACTION ITEMS**

#### **Appeal of Encroachment Permit for Basketball Hoop at 22<sup>nd</sup> and Garrison Streets**

The staff report was reviewed by City Manager Young.

James Habberstad, representing Tom Tramontina, asked the City Council to uphold the recommendation of the Traffic Safety Commission and revoke the encroachment permit issued by the City Manager. He showed a map of the area and said it was unsafe to allow children to play in the area due to the slope of the street.



MINUTES (Continued)  
Regular Council Meeting  
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Mr. Tramontina said placement of basketball hoop in the cul-de-sac was a safety concern due to the grade of the street. He said vehicles who used the area were limited to primarily residents and delivery vehicles.

Councilor Miller asked if the location of the hoop was on the back side of Mr. Tramontina's property. He said that was correct. In response to questions, Mr. Tramontina said it was a portable hoop and to his knowledge there had been no injuries or accidents.

Jeremiah Porter, 522 West 22<sup>nd</sup> Street, thanked the City Manager for his assistance in going through the process to obtain the encroachment permit. He said he had four very active children and that the slope of their personal driveway didn't allow for placement of the hoop. Porter said he believed the location of the hoop was the safest area in the cul-de-sac. He said he would never allow his children to play there if he didn't feel it was safe. He noted they were always supervised when playing there.

Councilor Wood said she had looked at the site and it was a very low volume road. She said she didn't think it was a danger to the children.

Councilor McGlothlin said he also looked at the site. He said there should be some balance between the need for children to have activities and the strict recommendation of the Traffic Safety Commission. McGlothlin said he did not feel the location of the hoop posed a safety risk.

City Manager Young noted the general tone of the recommendation from the Traffic Safety Commission was that children should not play on a street.

Mayor Lawrence said their recommendation had been unanimous and should be considered in the Council's decision.

Councilor Dick said he hoped the neighbors could all get along and find a compromise to their situation, but that he felt he should respect the recommendation of the Traffic Safety Commission.

Councilor Spatz said common sense should prevail. He said it was a dead end cul-de-sac. He said he understood the letter of the law, but that cases should be considered individually. He said he would support retaining the encroachment permit and hoped all the neighbors would be considerate.

It was moved by Spatz and seconded by McGlothlin to uphold the decision of the City Manager to issue the encroachment permit and deny the Tramontina's request to have it voided. The motion carried; Dick and Miller opposed.

Approval of Intergovernmental Agreement With the Port of The Dalles Regarding Dedication of Public Infrastructure for the North Chenoweth Project

Councilor Dick said he would not participate in the discussion or vote, as he was the attorney for the Port of The Dalles and believed it would cause a conflict of interest.

City Attorney Parker reviewed the staff report. He explained that the main purpose for this agreement was so the Port could apply for their final grant funding from the State. He said it was typical that the City would take over the infrastructure once the work was completed.

Michael Held, Port of The Dalles, said the Port planned to begin construction of the development in January and needed this agreement to get final grant funds.

It was moved by Wood and seconded by Spatz to authorize the City Manager to execute the intergovernmental agreement between the City of The Dalles and the Port of The Dalles concerning the dedication of the public infrastructure in the North Chenoweth Development. The motion carried unanimously; Dick abstaining.

**EXECUTIVE SESSION**

Mayor Lawrence recessed the meeting to Executive Session at 6:24 p.m. in accordance with ORS 192.660 (2) (h) to consult with Counsel concerning the legal rights and duties of a public body with regard to litigation or litigation likely to be filed.

Reconvene to Open Session

The meeting reconvened to open session at 6:33 p.m.

**DECISIONS FOLLOWING EXECUTIVE SESSION**

It was moved by Dick and seconded by Wood to direct staff to remove the concrete blocks, locked cable barrier and “no unauthorized use” signs from the public right of way of the 1700 and 1800 block of Cliff Street; send a letter to Rod and Barbara Pizzola advising them of the Council’s decision and that the City would honor the remaining provisions of the January 11, 2002 letter of agreement signed by the Pizzolas and City Manager; and send a letter to Mr. Hillis’ attorney, and to John and Jill Amery advising them of the Council’s decision concerning the concrete blocks, locked cable barrier and authorized vehicle signs. The motion carried unanimously.

MINUTES (Continued)  
Regular Council Meeting  
December 9, 2013  
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**ADJOURNMENT**

Being no further business, the meeting adjourned at 6:35 p.m.

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Submitted by/  
Julie Krueger, MMC  
City Clerk

SIGNED:

\_\_\_\_\_  
Stephen E. Lawrence, Mayor

ATTEST:

\_\_\_\_\_  
Julie Krueger, MMC, City Clerk

## RESOLUTION NO. 14-001

### **A RESOLUTION CLARIFYING THE AUTHORITY OF THE CITY PLANNING DIRECTOR TO EXECUTE DOCUMENTS RELATED TO COMMUNITY DEVELOPMENT BLOCK GRANT FOR THE MID-COLUMBIA REGIONAL HOME REPAIR PROGRAM**

**WHEREAS**, the City was the recent recipient of a Community Development Block Grant for the implementation of the Mid-Columbia Regional Home Repair Program for Wasco and Hood River Counties, which was assigned Project Number H13006; and

**WHEREAS**, the Community Development Block Grant Program typically provides that the City's highest elected official, which would be the Mayor, executes documents related to the Block Grant Program; and

**WHEREAS**, the Community Development Block Grant Program also provides for the option for a City to designate a person other than the Mayor to have the authority to execute documents associated with a grant awarded under the Community Development Block Grant Program; and

**WHEREAS**, for previous grants which have been awarded to the City under the Community Block Development Program, the City's Planning Director has been actively involved in the administration of the grants; and

**WHEREAS**, on October 28, 2013, the City Council adopted Resolution No. 13-034, authorizing the City Planning Director, Richard Gassman, to execute documents associated with the grant awarded for the Mid-Columbia Regional Home Repair Program, Project No. H13006, to facilitate the administration of the grant; and

**WHEREAS**, the state officials overseeing the Community Block Grant Program have advised the City that Resolution No. 13-034 included some unclear language regarding the exact scope of authority which was being delegated to Mr. Gassman, and they have recommended that

the City adopt a new resolution clarifying the authority being granted.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:**

Section 1. As the Responsible Entity for environmental compliance for the Mid-Columbia Regional Home Repair Program associated with the Oregon Community Development Block Grant No. H13006, the City Council of the City of The Dalles hereby authorizes the City Planning Director, Richard Gassman, to act as the Responsible Entity's Federal Certifying Officer for the Mid-Columbia Regional Home Repair Program associated with the Oregon Community Development Block Grant No. H13006.

Section 2. Resolution No. 13-034, adopted on October 28, 2013, is hereby repealed.

Section 3. This Resolution shall be considered effective as of the 13th day of January, 2014.

**PASSED AND ADOPTED THIS 13th DAY OF JANUARY, 2014**

Voting Yes, Councilors: \_\_\_\_\_

Voting No, Councilors: \_\_\_\_\_

Absent, Councilors: \_\_\_\_\_

Abstaining, Councilors: \_\_\_\_\_

**AND APPROVED BY THE MAYOR THIS 13th DAY OF JANUARY, 2014**

\_\_\_\_\_  
Stephen E. Lawrence, Mayor

ATTEST:

\_\_\_\_\_  
Julie Krueger, MMC, City Clerk



## AGENDA STAFF REPORT CITY OF THE DALLES

MEETING DATE	AGENDA LOCATION	AGENDA REPORT #
January 13, 2014	Action Item 11, A	14-002

**TO:** Mayor and City Council

**FROM:** Nolan K. Young, City Manager *nky*

**DATE:** December 30, 2013

**ISSUE:** Intergovernmental Agreements regarding Enterprise Zone Fees

**BACKGROUND:** The City of The Dalles and Wasco County jointly sponsor a local Enterprise Zone. In September the City and County approved and signed a 15 year Enterprise Zone Agreement for property tax exemption with Design LLC for expansion of the Google facility in The Dalles. In return for signing of this agreement Design LLC agreed to pay an initial project fee of \$1.2 million, before December 31, 2013. And an annual fee of \$800,000 for up to fifteen years, beginning when Design LLC receives a tax abatement under the Enterprise Zone Agreement, and for each subsequent year they are eligible for a property tax exemption.

This is the second such agreement with Design LLC, the previous agreement included provisions regarding distribution of those fees. This new agreement does not include such a provision, as it has been left up to the zone sponsors (the City and County) to make that determination. Attached is the proposed distribution that both the City Council and the County Commissioners have approved. To formalize that distribution we have prepared an Intergovernmental Agreement between the City and the County (attached). That agreement calls for additional agreements with each of the other entities identified in the City/County agreement as receiving a portion of the initial and/or annual fees.

In addition to those entities the City is also distributing a portion of its portion of the annual fee. Agreements for those distributions will be considered at another time.

At the January 13 meeting we are asking the Council to consider three agreements:

- Between City and County for all distributions
- With Mid-Columbia Fire and Rescue (MCF&R) for initial fee distribution
- With Northern Wasco County Parks & Recreation (NWCP&R) for initial fee distribution

The MCR&R and NWCP&R agreements are currently being reviewed by those agencies. We hope to send copies of those proposed agreements a few days prior to the meeting. If needed these agreements may be moved to the Council's January 27 meeting.

**BUDGET IMPLICATIONS:** Most of the fee amounts will go through Wasco County. The City will be receiving \$126,410 for the initial fee that will be used for paying off the Union Street undercrossing debt and \$60,000 for projects at the Airport. The City will receive \$280,000 per year of the annual fee, which it will then determine how to distribute.

**COUNCIL ALTERNATIVES:** *A separate motion should be considered for each of the three agreements*

1. Authorize the Mayor to sign the Intergovernmental Agreement for the Enterprise Zone project fee distribution.
2. Direct the City Manager to negotiate a specific amendment to a *specific agreement*.
3. Postpone a *particular agreement* to allow for further research.

**INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF THE DALLES  
AND WASCO COUNTY CONCERNING DISTRIBUTION AND USE OF FEES  
PAID PURSUANT TO ENTERPRISE ZONE TAX ABATEMENT AGREEMENT  
EXECUTED 09/24/2013**

This Intergovernmental Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of The Dalles, an Oregon municipal corporation, hereinafter called the "City", and Wasco County, a political subdivision of the State of Oregon formed under the Oregon Constitution and ORS Chapter 203, hereinafter called the "County"; each of which may also be referred to herein individually as a "Party" and collectively as the "Parties".

The purpose of this Agreement is to set forth the responsibilities of the Parties for implementation of the process concerning the distribution and use of fees to be paid by Design LLC pursuant to the Enterprise Zone Tax Abatement Agreement executed on September 24, 2013.

**RECITALS:**

**WHEREAS**, the State of Oregon has declared it a matter of statewide concern to promote intergovernmental cooperation for the purpose of furthering economy and efficiency in local government; and

**WHEREAS**, the legislature has given general authority for intergovernmental agreements by units of local government pursuant to the provisions of ORS 190.010 et. seq.; and

**WHEREAS**, the Oregon Legislative Assembly has adopted the provisions of ORS 285C.400 to 285C.420 to provide tax incentives to certified business firms that invest in a qualifying facility located within a nonurban enterprise zone in a county with chronically low income or unemployment; and

**WHEREAS**, the City of The Dalles and Wasco County jointly sponsor a nonurban enterprise zone known as The Dalles/Wasco County Enterprise Zone; and

**WHEREAS**, the City Council adopted Resolution No. 13-033 on September 23, 2013, approving a Second Enterprise Tax Abatement Agreement with Wasco County and Design LLC; and

**WHEREAS**, the Wasco County Board of Commissioners voted to approve the above-mentioned Second Enterprise Zone Tax Abatement Agreement with the City and Design LLC on September 24, 2013; and

**WHEREAS**, pursuant to Section II(C)(1) of the Tax Abatement Agreement, Design LLC agreed to pay to the City and Wasco County, the sponsor of the Enterprise Zone, an Initial Project Fee in the sum of \$1,200,000 on or before December 31, 2013; and

**WHEREAS**, pursuant to Section II(C)(2) of the Tax Abatement Agreement, Design LLC agreed to pay an annual Project Fee in the amount of \$800,000 to the City and Wasco County, the sponsor of the Enterprise Zone, on or before December 31 of each tax year in which the New Facility described in the Tax Abatement Agreement, is in service as of the preceding January 1,



except that the annual Project Fee will not be due for any tax year in which the New Facility fails to qualify for the property tax exemption under ORS 285C.409(1)(c); and

**WHEREAS**, the City and Wasco County have reached a mutual agreement as to the distribution of the Initial Project Fee and the Annual Project fees for the Enterprise Zone which they jointly sponsor; and

**WHEREAS**, the City and Wasco County mutually understand that funds distributed by the City and County as Sponsor of the Enterprise Zone are not guaranteed for the full fifteen (15) years of the tax exemption contemplated under the Second Enterprise Tax Abatement Agreement with Design LLC;

**NOW, THEREFORE, it is mutually agreed be the parties as follows:**

1. Distribution of Initial Project Fee. The initial project fee of \$1,200,000 shall be paid to Wasco County, and Wasco County shall distribute this amount to the following listed entities:

- A. Mid-Columbia Fire and Rescue District - the sum of \$484,464 for expansion of Fire Station #2, which is intended to address some of the deficiencies negatively affecting the community's fire insurance rating.
- B. Northern Wasco County Parks & Recreation District - the sum of \$100,000 for facility improvement projects involving recreational and sports activities which promote and support commercial and business activity in the community.
- C. Wasco County - the sum of \$425,845 for retirement of the infrastructure debt for the Discovery Center.
- D. City of The Dalles - the sum of \$129,691 for the retirement of the City's Union Street UnderCrossing debt.
- E. City of The Dalles - the sum of \$60,000 to be used for projects at the Columbia Gorge Regional Airport, which may include a federal match for runway/taxiway improvements, water improvements, or completion of the Airport Industrial Park.

Payment of the Initial Project Fee by the County and City as Sponsor of the Enterprise Zone to the designated entities shall be done pursuant to an intergovernmental agreement between the City and County and the designated entity.

2. Distribution of Annual Project Fee. The annual Project Fee shall be distributed under the following terms and conditions:

- A. Payment of Fee. The annual Project Fee of \$800,000 shall be paid to Wasco County, and within thirty (30) days of receipt of the Annual Project Fee, Wasco County shall distribute this amount to the following listed entities:

1. Wasco County - thirty five percent (35%), which is equivalent to the sum of \$280,000.
2. City of The Dalles - thirty five percent (35%), which is equivalent to the sum of \$280,000.
3. Northern Wasco County School District #21 - thirty percent (30%), which is equivalent to the sum of \$240,000. This money shall be spent on projects related to buildings and grounds, and/or items required as a result of a mandated change of the District's high school mascot. School District #21 shall spend this money in compliance with a separate intergovernmental agreement entered into between the City and Wasco County and School District #21.

B. Timing and Method of Disbursing Annual Project Fee. The fifteen year period provided in the Second Enterprise Zone Tax Abatement Agreement with Design LLC, during which the Annual Project Fee would be disbursed, is anticipated to begin in the 2015/2016 fiscal year. The Annual Project Fee is anticipated to be disbursed to the entities receiving the designated portions of the fee in a single lump sum payment. Payment of the Annual Project Fee by the City and County as Sponsor of the Enterprise Zone to the designated entities shall be done pursuant to an intergovernmental agreement between the City and County and the designated entity, which agreement shall include provisions for regular review to ensure compliance with the terms of the intergovernmental agreement. Said intergovernmental agreement shall also include a provision reserving the right to the City and County as sponsor of the Enterprise Zone to modify the method of or terminate the distribution of the Annual Project Fee.

3. Deposit of Fees. Project Fees received by the County from Design LLC under this Agreement shall be deposited into the County's existing fund which the County has used for receipt of funds from Design LLC under the Local Enterprise Zone Tax Abatement Agreement entered into on April 25, 2005. Any interest earned by this fund will be used for purposes consistent with this Agreement. Disbursements of the Annual Project Fee by the County to Northern Wasco County School District #21 shall be made consistent with the separate intergovernmental agreement described in Section 2(A)(3). Disbursement of the Annual Project Fee by the County to the City shall be made within thirty (30) days of the receipt of funds from Design LLC.

4. Amendments. This Agreement may be amended by mutual written agreement of the Parties, signed by the Parties. The City and County specifically reserve the right as sponsor of the Enterprise Zone to make revisions concerning the distribution of the Annual Project Fee, including modification of the amounts disbursed and the entities receiving disbursements, and termination of the Annual Project Fee. Nothing in this Agreement shall be construed as restricting the right of the City or County to make changes concerning the uses of the Annual Project Fee, after the first year of receipt of the Annual Project Fee.

5. Term and Termination. The term of this Agreement shall commence upon the \_\_\_\_\_ day of \_\_\_\_\_, 2014 and shall be terminated when the last Annual Project Fee is

distributed by the City and County, unless earlier terminated as provided for in this Agreement. Either party shall have the right to terminate this Agreement for any cause by providing the other party thirty (30) days written notice to the other party. In the event this Agreement is terminated by the City or County prior to the distribution of the last Annual Project Fee scheduled to be paid, the City and County shall retain the authority to determine the distribution of any Annual Project Fee paid by Design LLC following termination of the Agreement.

6. Agreement Effective. This Agreement when approved by the County Commission and executed by the authorized County officials, and approved by the City Council and executed by its authorized officials, shall be then adopted and in effect and its terms and provisions enforceable by each respective body.

**IN WITNESS WHEREOF**, the County and the City have executed this Agreement the day and year first above written.

**WASCO COUNTY**

**CITY OF THE DALLES**

By: \_\_\_\_\_  
Rod Runyon, Commissioner

By: \_\_\_\_\_  
Stephen E. Lawrence, Mayor

\_\_\_\_\_  
Scott Hege, Commissioner

ATTEST:

\_\_\_\_\_  
Julie Krueger, MMC. City Clerk

\_\_\_\_\_  
Steve Kramer, Commissioner

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Eric Nisley, District Attorney

\_\_\_\_\_  
Gene E. Parker, City Attorney



## CITY of THE DALLES

313 COURT STREET  
THE DALLES, OREGON 97058

(541) 296-5481 ext. 1122  
FAX: (541) 296-6906

# AGENDA STAFF REPORT

## CITY OF THE DALLES

MEETING DATE:	AGENDA LOCATION:	AGENDA REPORT #
January 13, 2014	Action Items 11, B	14-001

**TO:** Honorable Mayor and City Council

**FROM:** Gene E. Parker, City Attorney

**THRU:** Nolan K. Young, City Manager *ny*

**DATE:** December 30, 2013

**ISSUE:** Special Ordinance No. 14-560, assessing the properties at 1606 and 1608 Montana Street for the costs of abatement of hazardous vegetation.

**RELATED CITY COUNCIL GOAL:** None.

**PREVIOUS AGENDA REPORT NUMBERS:** None.

**BACKGROUND:** On August 19, 2013, the City's Code Enforcement Officer posted a notice upon the properties located at 1608 and 1609 Montana Street, advising the property owners of nuisance conditions existing upon the property, including the presence of hazardous vegetation. When the property owners, Troy and Elizabeth Depuydt, did not remove the nuisance conditions, the City hired a contractor to abate the public nuisance. The cost for removal of the nuisance conditions was \$750.00.

On November 5, 2013, a notice of the proposed assessment for the costs of the abatement was sent by certified mail to Mr. and Mrs. Depuydt. A copy of that notice is enclosed with this staff report. The notice advised the owners they had until November 12, 2013 to file any objections to the proposed assessment, and that if the assessment was not paid by December 5, 2013, the amount of the assessment would be imposed as a lien upon the property. No objections to the

assessment were filed by November 12, 2013, and no payment has been made toward the proposed assessment.

Notice of the adoption of Special Ordinance No. 14-560 assessing the property has been posted in accordance with the provisions of the City's charter, and the ordinance can be adopted by title only.

**BUDGET IMPLICATIONS:** Upon passage of Special Ordinance No. 14-560, an entry will be made in the City's electronic lien docket assessing the properties at 1606 and 1608 Montana for a lien in the amount of \$750.00.

**ALTERNATIVES:**

- A. Staff Recommendation. *Move to adopt Special Ordinance No. 14-560 by title only.*



**CITY of THE DALLES**

313 COURT STREET  
THE DALLES, OR 97058

PH. (541) 296-5481  
FAX (541) 296-6906

**CERTIFIED MAIL**

November 5, 2013

Troy and Elizabeth Depuydt  
2665 Warren Street  
Santa Cruz, CA 95062

**NOTICE OF ASSESSMENT - 1606 and 1608 Montana Street**

Dear Mr. & Mrs. Depuydt:

This Notice is to inform you of the assessment costs for the clean-up and removal of noxious vegetation from your property located at 1606 and 1608 Montana Street, The Dalles, Oregon, and known as 1N 13E 11BB #7500, which clean-up was performed on October 25, 2013.

The total cost of the assessment is **\$750.00**. The total assessment of \$750.00 will become a lien against the property unless paid within 30 days of the date of this Notice, **December 5, 2013**.

If you object to the cost of the abatement as indicated, you may file a notice of objection with the City Clerk within five (5) days of the date of this notice, **November 12, 2013**. The objection shall be delivered in person or by mail to City Clerk, 313 Court Street, The Dalles, Oregon, 97058.

CITY OF THE DALLES

Julie Krueger, MMC  
City Clerk

c: Gene Parker, City Attorney  
Nikki Lesich, Codes Enforcement Officer

**SPECIAL ORDINANCE NO. 14-560**

**AN ORDINANCE ASSESSING THE REAL PROPERTY LOCATED  
AT 1606 AND 1608 MONTANA STREET FOR THE COSTS OF  
ABATEMENT OF HAZARDOUS VEGETATION**

**WHEREAS**, the City Codes Enforcement Officer posted a Notice to Abate Nuisance on the property at 1606 and 1608 Montana Street on August 19, 2013; and

**WHEREAS**, the above listed property is owned by Troy and Elizabeth Depuydt; and

**WHEREAS**, the Notice to Abate Nuisance posted for the property required the removal of the hazardous vegetation from the property pursuant to the provisions of General Ordinance Nos. 99-1234; and

**WHEREAS**, the Notice to Abate Nuisance further provided that if the nuisance conditions were not abated, the City would hire a contractor to abate the nuisance conditions, and the costs of the abatement would be charged to the owner of the property, and become a lien upon the property; and

**WHEREAS**, as a result of the owners' failure to abate the nuisance conditions on their property, the City hired a contractor who abated the nuisance conditions on October 25, 2013, with the cost of abatement totaling \$750.00; and

**WHEREAS**, pursuant to Section 7 of General Ordinance No. 99-1234, the City Clerk sent a Notice of Assessment by certified mail on November 5, 2013 to the owners of the property. The Notice of Assessment advised the property owners of the sum that had been incurred for the abatement, and that the sum would become a lien upon the property if the amount listed were not paid by December 5, 2013; and

**WHEREAS**, the November 5, 2013 Notice of Assessment also advised the property owners that they had until November 12, 2013 to file any objection to the proposed assessment; and

**WHEREAS**, the owners have not filed any objections to the proposed assessment, and the owners have failed to pay the assessment by the stated deadline, and the City Council finding that the statement of the amount of the proposed assessment is correct, and that no reason exists not to proceed with the imposition of a lien upon the property for the costs of the assessment;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF THE DALLES  
ORDAINS AS FOLLOWS:**

Section 1. Assessment. The cost of the abatement of the nuisance conditions consisting of the removal of hazardous vegetation for the property listed below is assessed upon the following property:

<u>Name/Address</u>	<u>Description</u>	<u>Final Assessment</u>
Troy and Elizabeth Depuydt 2665 Warren Street Santa Cruz, CA 95062	1N 13E 11BB #7500	\$750.00

The legal description for the above listed property is described as follows:

Lot 33, Columbia Terrace Division #1.

Section 2. Docket Entry. Upon passage of this Ordinance and its approval by the Mayor, the City Clerk is instructed and directed to enter into the Docket of City Liens the following matters in relation to the assessment:

- a. The foregoing legal description of the property assessed.
- b. The name of the owners or statement that the owners are unknown.
- c. The sum assessed upon each lot or tract of land.
- d. The date of the docket entry.

Section 3. Notices/Collection of Assessment. The City Clerk is directed to proceed with notice and collection of the assessment in accordance with the procedures set forth in Section 9 of General Ordinance No. 91-1127, and to proceed with collection of the assessed amount in the manner provided by law.

**PASSED AND ADOPTED THIS 13TH DAY OF JANUARY, 2014**

Voting Yes, Councilors: \_\_\_\_\_

Voting No, Councilors: \_\_\_\_\_

Absent, Councilors: \_\_\_\_\_

Abstaining, Councilors: \_\_\_\_\_

**AND APPROVED BY THE MAYOR THIS 13TH DAY OF JANUARY, 2014**

\_\_\_\_\_  
Stephen E. Lawrence, Mayor

Attest:

\_\_\_\_\_  
Julie Krueger, MMC, City Clerk





**CITY of THE DALLES**

313 COURT STREET  
THE DALLES, OREGON 97058

(541) 296-5481  
FAX (541) 296-6906

**AGENDA STAFF REPORT**  
**CITY OF THE DALLES**

<b>MEETING DATE</b>	<b>AGENDA LOCATION</b>	<b>AGENDA REPORT #</b>
January 13, 2014	Action Item 11, C	14-003

**TO:** Mayor and City Council

**FROM:** Nolan K. Young, City Manager *nyj*

**DATE:** December 30, 2013

**ISSUE:** Transportation Center lease to Wasco County for Veteran's Services Office

**BACKGROUND:** The City of The Dalles leases the Transportation Center, located on Laughlin in the downtown business district, to Wasco County for use as a veteran's services office. The lease has been on a month to month basis since December 1, 2013.

The City Council had previously approved preparation of a five-year extension of the lease. Attached is a proposed lease that begins retroactively on December 1, 2013 and ends on November 31, 2018.

The lease includes a 90-day notice that the City can terminate the lease if the City has transportation or any need for the facility. This will meet the desire of the Council to have the facility available should there be an Amtrak or other intermodal transportation need for the facility, as that was the original purpose. Currently Mid-Columbia Council of Governments is considering construction of a transit center in the west part of the community.

**BUDGET IMPLICATIONS:** The lease includes a requirement that the City maintain the exterior of the Transportation Center and replace any of the systems (HVAC, electrical, plumbing) that fail. Wasco County is responsible for routine internal maintenance. This commitment has been considered as the City's contribution toward maintaining a Veteran's Services Center in the community that will continue to provide services to the community's veterans.

**COUNCIL ALTERNATIVES:**

1. Authorize the Mayor to sign a five year lease between the City of The Dalles and Wasco County for the Transportation Center to be used as a Veteran's Services Center.
2. Amend and then authorize the signature of a lease between the City of The Dalles and Wasco County for the Transportation Center to be used as a Veteran's Services Center.
3. Delay approval of this lease to allow for further negotiations with Wasco County. Direct staff to pursue specific amendments.

## **LEASE**

This Agreement of Lease made as of the \_\_\_ day of \_\_\_\_\_, 2014 between the City of The Dalles, a municipal corporation of the State of Oregon, hereinafter referred to as **City**, and Wasco County, a municipal corporation and political subdivision of the State of Oregon, hereinafter referred to as **County**;

### **WITNESSETH:**

**WHEREAS**, City owns the property commonly known as the Transportation Center located at 201 East Federal, in The Dalles, Oregon; and

**WHEREAS**, the County has been leasing the Transportation Center on behalf of the Mid-Columbia Veterans' organization, and

**WHEREAS**, City and County desire to extend the term of the lease for the Transportation Center to provide continuity for the Veterans activities at the facility, and

**WHEREAS**, City and County have mutually agreed upon the terms of an extended lease for the Transportation Center;

**NOW, THEREFORE**, In consideration of the above stated facts and the mutual covenants and agreements contained herein, and other valuable consideration, the parties agree as follows:

### **AGREEMENT**

#### **Section 1. Lease of Facilities.**

City leases to County and grants to Wasco County for the Mid-Columbia Veterans' organization, its employees, agents, officers and clients the use of the entire area located within the Transportation Center measuring approximately 50 feet by 30 feet, which area is shown on the map attached as Exhibit "A", subject to the terms of this Lease.

#### **Section 2. Term.**

The initial term of this extended Agreement of Lease shall be from the date of signing, until the 30th day of June, 2018. This Agreement shall thereafter be automatically renewed on an annual basis as set forth in Section 25, subject to the right of termination by either party as set forth in Section 26.

#### **Section 3. Rental.**

County shall pay no monetary rent to City for this Lease. In lieu of rent, County has agreed that County will be responsible for routine repair and maintenance of the interior of the Transportation Center as set forth in Section 6, and County will arrange to have the utilities placed in the name of County as set forth in Section 4 of this Lease. County will be responsible for the maintenance of the public restroom located in the Transportation Center, including the costs of providing paper products and cleaning supplies for the restroom.

#### **Section 4. Utilities.**

County shall place all utility accounts in the name of County, and County shall be responsible for payment of the costs of all utilities for the leased premises.

**Section 5. Uses of Premises.**

County agrees to use the leased premises for the operation of a facility serving veterans. The restrooms in the Transportation Center will be posted with signs indicating they can be used by the public between 9:00 AM to 5:00 PM, Monday through Friday, except for holidays.

County also agrees the area consisting of the foyer in the leased premises will be available for use by representatives of The Dalles Chamber of Commerce and downtown merchants, on the day after Thanksgiving and every Saturday during the month of December, for Christmas and holiday-related activities. County and the Mid-Columbia Veterans' organization also agree they will work with representatives of The Dalles Chamber of Commerce and downtown merchants to provide access to the restrooms and the foyer in the leased premises for special events and activities in the downtown area.

County agrees to make no unlawful, improper or offensive use of the premises or to use the premises in such a manner as to constitute a nuisance to other tenants or the public, or for any purpose which would increase the fire hazard to the building, to the extent that fire insurance rates on the rented premises would increase.

**Section 6. Repair and Maintenance.**

County agrees to keep the premises in a neat, clean and proper condition at all times. County shall be responsible for routine repair and maintenance of the interior of the Transportation Center building. For purposes of this Lease, "routine maintenance" shall include repairs or work necessary to maintain the operation of the building; i.e., repairs to the plumbing, wiring, or heating and cooling (HVAC) system. In the event items such as plumbing, wiring, the HVAC system, or any other fixture or appliance on the leased premises require replacement, the City shall be responsible for replacement of the item. City shall also be responsible for repair and maintenance of the exterior of the Transportation Center building and grounds, including the Transportation Center donation bricks. The County will be responsible for the flag pole.

**Section 7. Remodeling.**

In the event County shall desire to renovate or remodel the premises or any part thereof, the same may be done by County only after first having obtained the express written consent of City and then only at the expense of County. County shall not permit any structural change or allow any changes to be made which will weaken the structure of the building in which the rented premises are located. Any remodeling or renovation of any kind and any maintenance and repair required to be performed by County shall not increase the fire hazard to the structure and shall conform with state laws, City ordinances and regulations and with rules of all political subdivisions, commissions, boards and agencies having authority over the premises in regard to safety, sanitation, fire protection and building requirements, and shall be constructed by licensed contractors.

**Section 8. Assignment, Selling or Subletting.**

County shall not assign, sell or transfer its interest in this agreement or sublet any part of the premises.

**Section 9. Hold Harmless and Indemnification.**

County shall indemnify, defend, save, protect, and hold harmless City, its officers, agents

and employees from any and all claims, costs, and liability, including reasonable attorneys' fees, for any damage, injury, or death, including without limitation all consequential damages from any cause whatsoever, to persons or property arising directly or indirectly from or connected with County's performance of their operations, the acts, errors or omissions of County, their agents, contractors, guests, or employees, or the use and possession of the premises, by County, or any sub-tenant, their agents, contractors, guests, or employees, save and except claims or litigation arising through (and only to the extent of) the sole negligence or sole willful misconduct of City, its agents, officers, or employees, and if required by City, will defend any such actions which qualify for indemnification at the sole cost and expense of County.

**Section 10. Insurance.**

County shall maintain a policy of comprehensive premise liability insurance upon the leased premises, naming City as additional insured. The terms of such policy shall provide thirty (30) days' notice to City prior to cancellation and shall be in the form of Comprehensive General Liability coverage and shall have combined single limit coverage of \$1,000,000 per occurrence. An original certificate showing coverage shall be presented to the City Attorney for approval, which approval may be withheld in the event that either the policy or the carrier is unsatisfactory to City. Failure of County to maintain an approved policy of insurance shall constitute a default under this agreement.

**Section 11. Waiver of Subrogation.**

Either party may insure the improvements on the leased premises as their interest may appear and for their separate insurable interest in whatever amount is desired against loss or damage or destruction by fire or other casualty without naming the other party as a named insured. Neither party shall be liable to the other for any loss or damage to the improvements caused by fire or any of the risks enumerated in a standard fire insurance policy with or without an extended coverage endorsement if such insurance was affordable at the time of such loss or damage. If requested by the other party, each party to this lease shall obtain from their respective fire insurance carriers, if issued, waivers of subrogation against the other party, and its agents, officers and employees.

**Section 12. Access to Premises; Lessee Not to Commit Waste.**

City and its agents may have free access to the premises at all times for the purposes of examining and inspecting the premises to ascertain whether covenants or agreements contained in this agreement are being performed by County. County shall not commit, or allow to be committed, any waste upon the premises, or any nuisance or other act or thing which may disturb the quiet enjoyment of the use of the Transportation Center or surrounding property. County shall at all times comply with all applicable laws, rules and regulations of federal, state or local governmental agencies.

**Section 13. Damage or Destruction by Fire or Other Casualty.**

In the event the Transportation Center shall be partially or wholly damaged by fire or other casualty, City shall have the option to either rebuild the structure, or terminate this lease agreement. In the event City elects to proceed with rebuilding the structure, City will use its best efforts to allow the Mid-Columbia Veterans' organization to remain in the structure while the rebuilding is in progress. In the event City elects to terminate the lease agreement, City shall provide notice of the termination to County within fourteen (14) days of the date the casualty occurred.

**Section 14. Removal of Fixtures, Furniture and Equipment.**

Upon termination of this agreement or during the term of this agreement, County shall have the right to remove all equipment, furniture and fixtures owned by County, which have not become attached to the leased premises. In the event County removes any said equipment, furniture or fixtures which County is empowered and entitled to remove and by such removal causes damage or injury to the leased premises, County agrees to repair the damages or injury immediately, at County's expense, and to restore the premises to as good a state or condition as the premises were at the beginning date of this agreement.

**Section 15. Limitation of City's Responsibility.**

City shall not be liable for any injury or damage of any kind to persons or property, including but not limited to County's equipment or property belonging to County's clients or customers, or to equipment or property belonging to the Mid-Columbia Veterans' organization or the organization's clients or customers, resulting from a condition of the premises created by an act or omission to act in regard to maintenance or repair of the leased premises. City shall not be responsible for any theft of or damage to equipment or personal property stored on the premises by County or Mid-Columbia Veterans' organization's clients or customers.

**Section 16. Default.**

If County breaches any of the covenants set forth in this agreement, then City may give thirty (30) days' notice of intent to terminate the lease. If the default has not been cured within thirty (30) days after notice has been given to County, City may enter upon the premises and any part thereof, at its option, and repossess the premises. In case of a default, City may elect to use the remedy provided herein for repossession in addition to any other remedy provided by law. In the event it is necessary or desirable to institute a suit or action to enforce any of the covenants or provisions of this agreement, to affect reentry upon the premises let by City, County agrees to pay City its attorney fees and expenses in such suit or action. County agrees on the last day of occupancy, to peaceably and quietly surrender the premises to City in as good a state or condition as the same are now or hereafter may be put into, the reasonable use, wear and tear thereof, and damage by the elements excepted.

**Section 17. Notices.**

Any and all notices given under this Lease, or otherwise, may be served by enclosing the notice in a sealed envelope addressed to the party intended to receive the notice, at its address, and deposited in the United States Post Office as certified mail with postage prepaid. Unless otherwise provided in writing by the parties hereto, the address of City and County and the proper party to receive any such notices is set forth below:

**CITY**

**City Manager  
313 Court Street  
The Dalles, OR 97058**

**COUNTY**

**County Administrator  
511 Washington  
The Dalles, OR 97058**

**Section 18. Savings Clause.**

In the event that any part of this agreement or application thereof shall be determined to be invalid by a court of competent jurisdiction such findings shall have no effect on the remaining portions of this lease.

**Section 19. Mechanic's and Materialman's Liens.**

Neither City nor County shall permit any mechanic's, materialman's, or other lien against the premises or the property of which the premises forms a part in connection with any labor, materials, or services furnished or claimed to have been furnished. If any such lien shall be filed against the premises or property of which the premises form a part, the party charged with causing the lien will cause the same to be discharged; provided, however, that either party may contest any such lien, so long as the enforcement thereof is stayed.

**Section 20. Waiver.**

The waiver by City of performance by County of any covenant, term, or condition of this lease shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

**Section 21. Written Agreement.**

Neither party has relied upon any promise or representation not contained in this lease. All previous conversations, negotiations, and understandings are of no further force or effect. This lease agreement may be modified only in writing signed by both parties. The headings of the paragraphs are for convenience only and are not part of this lease, nor shall they be considered in construing the intent of this lease agreement.

**Section 22. Applicable Law.**

This agreement shall be governed by the law of the State of Oregon.

**Section 23. Quiet Enjoyment.**

The City agrees that it will not interfere with County's quiet and peaceful enjoyment of the demised premises, or that of the County's employees, agents, officers, or clients, or that of the Mid-Columbia Veterans' organization and their clients or customers, subject, however, to the provisions hereof.

**Section 24. Signs.**

All signs erected, placed or maintained by County or the Mid-Columbia Veterans' organization or allowed to be erected, placed, or maintained by it, on the demised premises must be first approved by City and shall relate to the business conducted by the Mid-Columbia Veterans' organization on the demised premises. County and the Mid-Columbia Veterans' organization shall not place any sign on the demised premises in violation of any law or ordinance or rule of any governmental agency.

**Section 25. Renewal.**

It is understood and agreed that after the initial term of this Agreement of Lease, the agreement will be renewed on annual basis beginning with the lease term that will commence on

July 1, 2018, subject to the provisions in Section 26 concerning termination of the initial term, and termination of any annual renewal term of this Agreement of Lease.

**Section 26. Termination.**

- A. By the County. The County may terminate this Agreement of Lease at any time during the initial term, or at any time during an annual renewal of said Agreement of Lease, by providing ninety (90) days written notice.
  
- B. By the City. The City may terminate this Agreement of Lease at any time during the initial term of said Agreement of Lease by providing County ninety (90) days written notice that the City has a transportation-oriented need for use of the leased premises; or at any time during an annual renewal of said Agreement of Lease, by providing County written notice of intent to terminate the Agreement of Lease at least ninety (90) days prior to June 30th of any renewal term.

**IN WITNESS WHEREOF**, the parties have caused this Agreement of Lease to be executed by the appropriate officers acting pursuant to due authorization all of the day and year first above written.

**WASCO COUNTY**, a municipal corporation and political subdivision of the State of Oregon

By \_\_\_\_\_  
Chair

Approved as to form:

\_\_\_\_\_  
Eric Nisley, Wasco County District Attorney

**CITY OF THE DALLES**, a municipal corporation of the State of Oregon

\_\_\_\_\_  
Stephen E. Lawrence, Mayor

ATTEST: \_\_\_\_\_  
Julie Krueger, MMC City Clerk

Approved as to form:

\_\_\_\_\_  
Gene E. Parker, City Attorney