

**CITY of LA GRANDE
City Council Regular Session
Wednesday, December 6, 2023**

**Council Chambers
La Grande City Hall
1000 Adams Avenue**

AGENDA

The meeting will be available for viewing via the City's scheduled Charter Communications channel 180 that will begin at 6:00 p.m. on December 6, 2023, on the EO Alive website at <https://eoa.tv> or on the EO Alive.TV Facebook page at <https://www.facebook.com/EOAliveTV>.

1. WELCOME to this REGULAR SESSION of the LA GRANDE CITY COUNCIL

- a. Call to Order
- b. Pledge of Allegiance
- c. Roll Call

2. AGENDA APPROVAL

3. CONSENT AGENDA

The Consent Agenda includes routine items of business which may be approved by one Motion of the Council. Any Councilor so desiring may by request remove one or more items from the Consent Agenda for Individual consideration under the Unfinished or New Business portion of the Agenda.

- a. **Consider:** Approving Regular Session Minutes; November 1, 2023
- b. **Consider:** Approving OLCC Liquor License; K. Voelz Wines, LLC [Bell]
- c. **Consider:** Authorizing Agreement Between City and La Grande Swim Club; and Between City and Grande Ronde Hospital for use of Veterans' Memorial Pool [Spence]

4. PUBLIC COMMENTS

Those individuals who wish to address the Council in connection with any item which is printed on tonight's Agenda may do so during the time that item is under discussion by the Council. Individuals wishing to speak to the Council about non-Agenda items may do so during this Public Comments portion of the Agenda. Please print your name and address on the Public Comments Sign-in Sheet, located on the podium. When addressing the Council, speak loudly and clearly into the Podium microphone, and state your name. Persons interested in providing virtual public comments shall contact City Staff at sstockhoff@cityoflagrande.org or by calling the City Recorder at (541) 962-1309 not later than 5:00 pm the day prior to meeting to make arrangements. In the event the Mayor does not announce a time limit for comments, each speaker is asked to confine their comments to three minutes in length, whether the comments are in-person or virtual.

5. PUBLIC HEARINGS

6. UNFINISHED BUSINESS

7. NEW BUSINESS

- a. **Consider:** Resolution: Establishing Lien on Real Property [Boquist]

8. UNION COUNTY COMMISSIONER'S UPDATE

9. STAFF COMMENTS

10. CITY MANAGER COMMENTS

11. CITY COUNCIL COMMENTS

12. ADJOURN

**Stacey M. Stockhoff
City Recorder**

The City Council is currently scheduled to meet again in a Regular Session on Wednesday, January 3, 2024, at 6:00 p.m. The City Council of the City of La Grande reserves the right to convene an Executive Session for any purpose authorized under ORS 192.660. Persons requiring special accommodations who wish to participate in the City Council Meeting are encouraged to make arrangements prior to the meeting by calling 541-962-1309. The City of La Grande does not discriminate against individuals with disabilities.

CITY of LA GRANDE

COUNCIL ACTION FORM

Council Meeting Date: **December 6, 2023**

PRESENTER: Robert A. Strobe, City Manager

COUNCIL ACTION: CONSIDER CONSENT AGENDA

- 1. MAYOR: Request Staff Report
- 2. MAYOR: Entertain Motion

Suggested Motion: I move we accept the Consent Agenda as presented.

OR

Suggested Motion: I move we accept the Consent Agenda as amended.

- 3. MAYOR: Invite Council Discussion
- 4. MAYOR: Ask for the Vote

EXPLANATION: A Consent Agenda includes routine items of business with limited public interest, which may be approved by one Motion of the Council. Any Councilor may, by request, remove any item of business from the Consent Agenda.

- a. **Consider:** Approving Regular Session Minutes; *November 1, 2023*
- b. **Consider:** Approving OLCC Liquor License; K. Voelz Wines, LLC
- c. **Consider:** Authorizing Agreement Between City and La Grande Swim Club; and Between City and Grande Ronde Hospital for use of Veterans' Memorial Pool

Reviewed By: (Initial)

City Manager _____
 City Recorder _____
 Aquatics Division _____
 Building Department _____
 ED Department _____
 Finance _____
 Fire Department _____

Human Resources Dept _____
 Library _____
 Parks Department _____
 Planning Department _____
 Police Department _____
 Public Works Department _____

COUNCIL ACTION (Office Use Only)

- Motion Passed
- Motion Failed; _____
- Action Tabled: _____
Vote: _____
- Resolution Passed
Effective Date: _____
- Ordinance Adopted
First Reading: _____
Second Reading: _____
Effective Date: _____

CITY of LA GRANDE
City Council Regular Session

November 1, 2023

**Council Chambers
La Grande City Hall
1000 Adams Avenue**

MINUTES

COUNCILORS PRESENT:

Justin Rock, *Mayor*
David Glabe, *Mayor Pro Tem*
Nicole Howard, *Councilor*
Molly King, *Councilor*
Mary Ann Miesner, *Councilor*
Denise Wheeler, *Councilor*

COUNCILORS ABSENT EXCUSED:

Corrine Dutto, *Councilor*

STAFF PRESENT

Robert Strobe, *City Manager*
Stacey Stockhoff, *City Recorder*
Keri Quinn, *Assistant to the City Manager*
Timothy Bishop, *Economic Development Director*
Michael Boquist, *Community Development Director*
Carrie Bushman, *Library Director*
Kyle Carpenter, *Public Works Director*
Emmitt Cornford, *Fire Chief*
Stu Spence, *Parks & Recreation Director*

**CALL TO ORDER/PLEDGE OF ALLEGIANCE/
ROLL CALL/AGENDA APPROVAL**

Mayor ROCK called to order this Regular Session of the Council at 6:00 p.m. Roll Call was taken and a quorum was determined to be present.

CONSENT AGENDA

- a. **Consider:** Approving Regular Session Minutes; *October 4, 2023*
- b. **Consider:** Approving Memo of Understanding (MOU) with IAFF Local 924
- c. **Consider:** Authorizing Agreement between City and La Grande High School Swim Team for the use of Veterans' Memorial Pool

The following Motion was introduced by MIESNER; HOWARD providing the Second:

MOTION

MOTION: I move that we accept the Consent Agenda as presented.

VOTE

MSC: 6-0 (Yes: ROCK, GLABE, HOWARD, KING, MIESNER, and WHEELER; No: None)

PUBLIC COMMENTS

Kimberly ROSE, downtown business owner, spoke in regards to parking issues in the downtown area stating that her clients' appointments sometimes last longer than two (2) hours allotted per City Parking Regulations and have been receiving tickets. She also voiced concern for the safety of her clients, some are not able to walk from the free parking area near the railroad. Previously, she had spoken to the code enforcement officer about the issue and was looking for further assistance from the Council to find a solution.

In response to MIESNER's question, STROPE informed there had not been temporary parking passes given out for this type of issue in previous years. This topic was discussed in the past by the Parking, Traffic Safety and Street Maintenance Advisory Commission (PTSSMAC) and a decision was not made. The La Grande Mainstreet Downtown (LGMSD) was responsible for parking recommendations in the downtown area.

MIESNER ensured that she would bring the parking issue up with the LGMSD Board and come up with a recommendation.

A discussion was held regarding parking solutions in other cities.

PUBLIC HEARINGS

None.

UNFINISHED BUSINESS

None.

NEW BUSINESS

- a. **Consider:** Authorizing City Manager to Sign Agreement for La Grande to Participate in 2024 Recast City Leadership Cohort

STAFF REPORT

Mayor ROCK requested the Staff Report.

Timothy BISHOP, *Economic Development Director*

BISHOP noted that the City has been working to develop and support small scale manufacturing as a core element of our economic development efforts as outlined in the Economic Strategic Plan. As part of that effort, the City had budgeted to work with a consultant this fiscal year to further refine and advance that effort. The consulting firm Recast City specializes in this kind of economic development strategy and annually coordinates a cohort of five (5) communities and leads them through a 10-month comprehensive program to develop and implement

economic development strategies based on developing and strengthening small scale manufacturing as a core economic development strategy. The cost to participate in the 2024 Recast City Leadership Cohort was \$15,000, and this consulting service was included in the Economic Development Department's 2023-24 Adopted Budget.

PUBLIC COMMENTS

None.

COUNCIL DISCUSSION

MIESNER voiced support for the program.

MOTION

The following Motion was introduced by MIESNER; HOWARD providing the Second:

MOTION: I move that we authorize the City Manager to sign an agreement authorizing the City's enrollment in the 2024 Recast City Leadership Cohort.

COUNCIL DISCUSSION

None.

VOTE

MSC: 6-0 (Yes: ROCK, GLABE, HOWARD, KING, MIESNER, and WHEELER; No: None)

- b. **Consider:** Resolution; Authorizing City Manager to Apply for Grants and Related Matters

STAFF REPORT

Mayor ROCK requested the Staff Report.

Robert A. STROPE, *City Manager*

STROPE stated at the October 4, 2023, City Council Regular Session Meeting, the City Council discussed the desire to streamline the grant application process to maximize opportunities for obtaining external funding in a timely fashion. The proposed Resolution delegates certain powers to the City Manager for the application of grants and related matters while retaining City Council approval of the acceptance of certain grants, if awarded.

If a grant was over \$10,000 and not budgeted, GLABE asked for clarification if it would come to the Council for approval, STROPE noted that was correct and explained there could be times when he still brought grant approvals before the Council for better publicizing; further, some grants explicitly stated that the approval of a governing body was necessary, typically from State grants. GLABE asked if that is something that needed to be budgeted for specifically, to which STROPE informed that it would be something we know we would be applying for; therefore, it would be budgeted for.

PUBLIC COMMENTS

None.

COUNCIL DISCUSSION

None.

MOTION

The following Motion was introduced by; HOWARD; MIESNER providing the Second:

MOTION: I move that the proposed Resolution authorizing the City Manager to apply for grants and related matters be read by Title Only, Put to a Vote, and Passed.

COUNCIL DISCUSSION

None.

Upon Mayor ROCK's request, City Recorder STOCKHOFF read the proposed Resolution by Title Only.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA GRANDE, UNION COUNTY, OREGON, DELEGATING CERTAIN POWERS TO THE CITY MANAGER FOR THE APPLICATION OF GRANTS AND RELATED MATTERS [4845]

VOTE

MSC: 6-0 (Yes: ROCK, GLABE, HOWARD, KING, MIESNER, and WHEELER; No: None)

UNION COUNTY COMMISSIONER UPDATE

Commissioner Matt SCARFO updated the Council regarding the concerns of decreased funding from Oregon Department of Transportation for snow removal and mentioned he forwarded them an email response from Representative Levy in regards to the funding issue. SCARFO added that locally, we would not be badly affected, however, the mountain passes might see more delays, closures, and less plowing. Safety was a concern this winter because of this.

In response to a question asked by Councilor HOWARD at last month's City Council meeting, SCARFO distributed a copy of an email to each of the Councilors showing a number of various county roads and the Average Daily Traffic (ADT), which was obtained from Doug Wright, Union County Public Works and Airport Director. SCARFO further described the data collected as a means to understand which roads should be chip sealed and which should be maintained as is.

HOWARD commented these numbers were good to know from a tourism perspective as well.

A brief discussion was held about Morgan Lake Road and the need for it to be paved and maintained.

SCARFO shared that Anderson Perry obtained a current bid for \$1.62 million dollars on the fairgrounds project, which had increased significantly over the last five years. He was

hopeful that during the short session and with help from Senator Hansell, Representative Levy, and the Governor's office, that they would receive funding to complete this project. The commissioners would be asking for \$1.5 million, meaning \$100,000 would be needed to complete the project. MIESNER asked if the bid from Anderson Perry had a time limit before it is defunct, to which SCARFO responded by explaining there were two bids, one for funds the fairgrounds currently had and one for funds they do not have yet. The timeline was known for the first bid and the second was unknown at this time.

SCARFO introduced Commissioner Todd Nash from Wallowa County, who was currently running for Senator Hansell's position in District 29.

STROPE stated that historically the Council has not entertained any candidates addressing the Council, except during public comment, to which SCARFO responded by inviting the Council members to speak with the candidate after the meeting.

WHEELER thanked SCARFO for his work on the fairgrounds project.

STAFF COMMENTS

None.

CITY MANAGER COMMENTS

None.

CITY COUNCIL COMMENTS

MIESNER noted the success of the downtown Halloween trick or treating event. She shared that the City Council took first place during the chili cook event during the Harvest Festival. She also encouraged other City Departments to join in next year's cook-off.

There being no further business to come before this Regular Session of the Council, Mayor ROCK adjourned the meeting at 6:23p.m. The Council is scheduled to meet again in Regular Session on Wednesday, December 6, 2023, at 6:00 p.m., in the Council Chambers of City Hall, 1000 Adams Avenue, La Grande, Oregon.

Stacey M. Stockhoff
City Recorder

Justin B. Rock
Mayor

APPROVED: _____

CITY of LA GRANDE

COUNCIL ACTION FORM

Council Meeting Date: **December 6, 2023**

PRESENTER: Gary Bell, Police Chief

COUNCIL ACTION: CONSIDER APPROVING OLCC LIQUOR LICENSE APPLICATION

- 1. MAYOR: Request Staff Report.
- 2. MAYOR: Invite Public Comments.
- 3. MAYOR: Invite Council Discussion.
- 4. MAYOR: Entertain Motion:

Suggested Motion: I move that the OLCC Liquor License Application for New Outlet, Winery for K. Voelz Wines, LLC, be approved and signed by the Mayor.

- 5. MAYOR: Invite Additional Council Discussion.
- 6. MAYOR: Ask for the Vote.

EXPLANATION: Kimberly Voelz has applied for an OLCC liquor license as a New Outlet, Winery doing business as K.Voelz Wines, LLC, located at 1104 Jefferson Avenue in La Grande. Judy Parker is an authorized representative on this license application. Kimberly Voelz is a Union County resident and Judy Parker is a Portland resident.

A New Outlet, Winery allows the establishment to manufacture, blend, store, bottle and export wine and cider; import wine and cider into Oregon; wholesale sale, distribute, and deliver; and retail sale and service (direct to consumer). They are also eligible to apply for a special event winery (SEW) license.

The City Manager recommends approval of this Agenda item as presented by Staff.

<u>Reviewed By:</u> (Initial)		<u>COUNCIL ACTION</u> (Office Use Only)	
City Manager	_____	Human Resources Dept	_____
City Recorder	_____	Library	_____
Aquatics Division	_____	Parks Department	_____
Building Department	_____	Planning Department	_____
ED Department	_____	Police Department	_____
Finance	_____	Public Works Department	_____
Fire Department	_____		

<input type="checkbox"/> Motion Passed
<input type="checkbox"/> Motion Failed: _____
<input type="checkbox"/> Action Tabled: _____
Vote: _____
<input type="checkbox"/> Resolution Passed
Effective Date: _____
<input type="checkbox"/> Ordinance Adopted
First Reading: _____
Second Reading: _____
Effective Date: _____

LIQUOR LICENSE APPLICATION

Page 1 of 4

Check the appropriate license request option:

- [New Outlet](#) | [Change of Ownership](#) | [Greater Privilege](#) | [Additional Privilege](#)

Select the license type you are applying for.

More information about all license types is available [online](#).

Full On-Premises

- Commercial
- Caterer
- Public Passenger Carrier
- Other Public Location
- For Profit Private Club
- Nonprofit Private Club

Winery

- Primary location
- Additional locations: 2nd 3rd 4th 5th

Brewery

- Primary location
- Additional locations: 2nd 3rd

Brewery-Public House

- Primary location
- Additional locations: 2nd 3rd

Grower Sales Privilege

- Primary location
- Additional locations: 2nd 3rd

Distillery

- Primary location
- Additional tasting locations: 2nd 3rd 4th 5th 6th

Limited On-Premises

Off Premises

Warehouse

Wholesale Malt Beverage and Wine

LOCAL GOVERNMENT USE ONLY

LOCAL GOVERNMENT:

After providing your recommendation, return this application to the applicant WITH the recommendation marked below

City/County name:

(Please specify city or county)

Date application received:

Optional: Date Stamp Received Below

- Recommend this license be granted
- Recommend this license be denied

Printed Name

Date



Trade Name

LIQUOR LICENSE APPLICATION

Page 2 of 4

APPLICANT INFORMATION	
Identify the applicants applying for the license. This is the entity (example: corporation or LLC) or individual(s) applying for the license. Please add an additional page if more space is needed.	
Name of entity or individual applicant #1: <i>K. Voeltz Wine LLC</i>	Name of entity or individual applicant #2:
Name of entity or individual applicant #3:	Name of entity or individual applicant #4:

BUSINESS INFORMATION		
Trade Name of the Business (name customers will see): <i>K. Voeltz Wine</i>		
Premises street address (The physical location of the business and where the liquor license will be posted): <i>1104 Jefferson Avenue</i>		
City: <i>La Grande</i>	Zip Code: <i>97850</i>	County: <i>Union</i>
Business phone number: <i>541-760-4864</i>	Business email: <i>winemaker@kvoeltzwines.com</i>	
Business mailing address (where we will send any items by mail as described in OAR 845-004-0065(11)):		
City: <i>La Grande</i>	State: <i>OR</i>	Zip Code: <i>97850</i>
Does the business address currently have an OLCC liquor license? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Does the business address currently have an OLCC marijuana license? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

AUTHORIZED REPRESENTATIVE - A liquor applicant or licensee may give a representative authorization to make changes to the license or application on behalf of the licensee or to receive information about a license or application.		
I give permission for the below named representative to:		
<input checked="" type="checkbox"/> Make changes regarding this license/application on my behalf.		
<input checked="" type="checkbox"/> Sign application forms regarding this license/application on my behalf.		
<input checked="" type="checkbox"/> Receive information about the status of this application, including information about pending compliance action or communications between OLCC and the licensee/applicant.		
Representative Name: <i>Judy Parker</i>		
Phone number: 	Email: 	
Mailing address: <i>PO Box 6555</i>		
City: <i>Parland</i>	State: <i>OR</i>	Zip Code: <i>97228</i>

Please note: liquor license applications are public records.

LIQUOR LICENSE APPLICATION

Page 4 of 4

Each applicant listed in the "Application Information" section of this form has read and understands OAR 845-006-0362 and attests that:

1. Upon licensure, each licensee is responsible for the conduct of others on the licensed premises, including in outdoor areas.
2. The licensed premises will be controlled to promote public safety and prevent problems and violations, with particular emphasis on preventing minors from obtaining or consuming alcoholic beverages, preventing over-service of alcoholic beverages, preventing open containers of alcoholic beverages from leaving the licensed premises unless allowed by OLCC rules, and preventing noisy, disorderly, and unlawful activity on the licensed premises.

I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application, are true and complete.

Kimberly Voeltz

Print name

[Redacted Signature]

Signature

8/11/23

Date

Atty. Bar Info (if applicable)

Print name

Signature

Date

Atty. Bar Info (if applicable)

Print name

Signature

Date

Atty. Bar Info (if applicable)

Print name

Signature

Date

Atty. Bar Info (if applicable)

CITY of LA GRANDE
COUNCIL ACTION FORM

Council Meeting Date: December 6, 2023

PRESENTER: McKayla Rollins, Aquatics and Recreation Superintendent

COUNCIL ACTION: **CONSIDER AUTHORIZING AGREEMENTS BETWEEN THE CITY AND THE LA GRANDE SWIM CLUB, AND GRANDE RONDE HOSPITAL FOR THE USE OF VETERANS' MEMORIAL POOL**

- 1. MAYOR: Request Staff Report.
- 2. MAYOR: Invite Public Comments.
- 3. MAYOR: Invite Council Discussion.
- 4. MAYOR: Entertain Motion:

Suggested Motion: I move that we authorize the City Manager to sign the agreements between the City of La Grande and the La Grande Swim Club and Grande Ronde Hospital, for the use of Veterans' Memorial Pool, as presented (or amended).

- 5. MAYOR: Invite Additional Council Discussion.
- 6. MAYOR: Ask for the Vote.

EXPLANATION: The agreement between the City and the La Grande Swim Club expires on December 31, 2023. The rise in admission rates that went into effect in June of 2023, has been reflected in the new lane rate. The only other changes are in verbiage outlining communication between the Swim Club and the City.

The agreement between the City and Grande Ronde Hospital has no changes proposed other than updated dates. There is no fee change in this agreement. Because of the 5% escalator that was in previous versions of the agreement, the fee they currently pay is substantially higher than our daily entry fee and they use only a portion of the pool that doesn't interfere with other programming.

In the interest of time, we are seeking to approve these agreements in a single motion but they can be voted on individually if the City Council so chooses.

The City Manager recommends approval of these agreements as presented by Staff.

Reviewed By: (Initial)

City Manager _____
 City Recorder _____
 Aquatics Division _____
 Building Department _____
 ED Department _____
 Finance _____
 Fire Department _____

Human Resources Dept _____
 Library _____
 Parks Department _____
 Planning Department _____
 Police Department _____
 Public Works Department _____

COUNCIL ACTION (Office Use Only)

- Motion Passed
- Motion Failed; _____
- Action Tabled: _____
Vote: _____
- Resolution Passed # _____
Effective Date: _____
- Ordinance Adopted # _____
First Reading: _____
Second Reading: _____
Effective Date: _____

CITY OF LA GRANDE

AGREEMENT

This Agreement, entered into the ~~Seventh (7th)~~ Sixth (6th) day of December, 2023~~2~~, between the City of La Grande, a Municipal Corporation of the State of Oregon, hereinafter referred to as the City; and the La Grande Swim Club, hereinafter referred to as the Club.

WITNESSETH

Whereas, the Club has expressed interest in using the Veterans' Memorial Pool for their activities; and

Whereas, the City desires to cooperate with the Club in making the facility available for their use;

NOW, THEREFORE, it is agreed that the Veterans' Memorial Pool will be made available to the Club, effective upon execution of this Agreement, under the following conditions:

1. The large lap pool will be open for Club use, Monday through Friday, up to the number of lanes listed as follows:

	SEPTEMBER - MAY					JUNE - AUGUST		
	NUMBER OF LANES RESERVED							
	3:30-4:00 pm	4:00-4:30 pm	4:30-5:00 pm	5:00-5:30 pm	5:30-6:00 pm	8:00-9:00 am	9:00-11:00 am	4:30-5:30 pm
MON	5	8	8	8	4	5	6	4
TUE	5	8	8	8	4	5	6	4
WED	5	8	8	8	4	5	6	4
THU	5	8	8	8	4	5	6	4
FRI	0	8	8	8	4	0	6	4

- a. The Club will be billed monthly at the rate of ~~\$5.43~~4.94 per lane per hour, based on the number of lanes reserved for the Club. The current authorized lane use and times are listed above.
- b. Requests to change lane usage must be submitted in writing no later than the fifteenth (15th) of each month. Monthly billing for the current month will be calculated in 30-day increments, based on the number of lanes requested. If no changes are requested, billing will remain the same as the previous month. Requests by the Club for use outside of regularly scheduled practice times will be considered on an individual basis by the Superintendent. Consideration will be based on the current facility schedule and availability of lanes. If additional time is approved, the Club must pay the same rate per lane per hour. Additionally, the Club will be required to turn in lane usage to the Superintendent on a monthly basis.
- c. City will invoice the Club the first week of each month for their usage during the prior month, as indicated in paragraph 1.a. above. Payment is due in full no later than the twentieth (20th) day of each month.
- d. Availability is subject to pool closure for maintenance, repairs and holidays. Closures will be posted at the front entrance desk at least five (5) days prior to a scheduled closure. In addition, the City will attempt to notify the Club's designated point of contact at the same time as scheduled closures are published. In the event of an emergency closure, the City will attempt to

notify the Club's designated point of contact prior to their next scheduled use. The Club will not be charged for times when the pool is unavailable due to closure. The Club is responsible for providing the Superintendent with the current name and phone number of the designated point of contact.

- e. The City will provide written notice to the Club of permanent facility schedule changes that would affect the Club's schedule. In the event the facility operating hours change, the Club would be required to adjust their scheduled practice times accordingly. Should the Club desire to maintain their current practice schedule that is outside the pool's operating hours, they would be required to pay the pool rental rate (See Appendix A for current rates) unless the facility is closed to all users.
2. The City will provide one (1) qualified lifeguard on deck-during the times specified for use by the Club. When the number of Club swimmers exceeds forty (40), then the Club will pay for an additional lifeguard for each additional forty (40) Club swimmers. If the total number of Club swimmers exceeds eighty (80), the Club will pay for additional guards based on the number of swimmers at one (1) guard for every additional forty (40) swimmers or portion thereof.
3. Effective upon approval of this agreement, the Swim Team will pay a fee of ~~\$5.43~~^{4.94} per lane per hour as indicated above. If the City increases the user fees for the Pool, this lane fee will increase by the same percentage as the single admission fee is increased effective on the same date. Additional hours may be scheduled, subject to the availability of the facility. During the times the facility is not open to the public, the Club will be required to use a minimum of two (2) life guards and pay the current pool rental rate as described in Appendix A.
4. The Club will provide a current Certified USA Swim Coach on deck at all times to oversee their Program participants and spectators.
5. The Club will maintain ~~the-daily~~^{monthly} attendance of each Club swimmer. Attendance will identify the number of swimmers ~~by-day-and-time-period~~^{each month}. ~~Monthly~~^{Daily} attendance will be given to pool staff for their administrative use.
6. The Club is authorized to use the City's instructional equipment for their program; the City is authorized to use the Club's instructional equipment for lap swimmers and lesson participants.
7. The Club is not authorized to use the life station or front office area during practice times and is responsible for ensuring that non-participants, including parents, siblings, spectators and Club members not swimming, remain only on the East sidebleacher area at least five (5) feet from the pool edge.
8. The City will not provide sponsorship or supervisory personnel for events sponsored by the Club. (See Appendix B for additional information.) The Club will pay the cost of lifeguards and pool rental required for the event at the then current rate as described in Appendix A.
9. The Club will be responsible for ensuring participants take a cleansing shower before entering the pools (OAR 333-60-210).
10. The Club will reimburse the City for the cost of repair for any damage caused by Club members to the facility other than normal wear and tear.

11. The Club and its coaching staff, volunteers, employees, agents, participants and parents shall comply with all local, State and Federal laws, regulations and Ordinances that apply to the use of the pool facility as contemplated herein, as well as any safety rules and rules of conduct imposed by the City with respect to the use of the facility.

12. The La Grande Swim Club will defend, indemnify and hold City harmless for the activities of the Club, its agents and its employees under this Agreement, including but not limited to, any liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims or demands of any kind or nature by or on behalf of any person, party or governmental authority arising out of or in connection with Club's:
 - (i) failure to perform any of the agreements, terms, covenants or conditions of the Agreement;
 - (ii) negligent act or omission or other misconduct;
 - (iii) failure to comply with any applicable laws, rules or regulations; or,
 - (iv) any accident, injury or damage to third parties resulting from Club's acts, errors or omissions.

13. The Club will provide the City with a Certificate of Insurance naming the City of La Grande and the Veterans' Memorial Pool as additional insureds in the minimum amount of \$1,000,000, with a stipulation that coverage will not be cancelled or diminished without the advanced written consent of the City. Club will ensure that the pool is furnished a current copy of the policy without demand each renewal year.

14. This Agreement will be in effect during the period January 1, 2024³, through December 31, 2024³, except that either party may cancel by giving written notice of such intent to the other party at least thirty (30) days in advance of the date of cancellation. Execution of this Agreement will repeal the Agreement currently in effect and any prior Agreements between the Club and the City authorizing use of the Veterans' Memorial Pool.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives, on the day and year set out above. Said execution having been heretofore first duly authorized in the accordance with law.

CITY OF LA GRANDE

LA GRANDE SWIM CLUB

Robert A. Strobe, City Manager

Beth Koza, Swim Club President

Date: _____

Date: _____

ATTEST:

Stacey M. Stockhoff
~~Acting~~ City Recorder

APPENDIX A

**VETERANS' MEMORIAL POOL RATE
SCHEDULE**

Pool Rental Rates: \$ 110.00 per hour

Lifeguard costs are currently \$16.50 per hour per lifeguard; rate is subject to change, based on authorized pay increases approved by the City. Lifeguard costs are in addition to the pool rental rates. Two (2) lifeguards are required for the first twenty-five (25) patrons and an additional lifeguard is required for each additional twenty-five (25) patrons. **

**** At the discretion of the Superintendent, the number of swimmers allowed per lifeguard may be increased to forty (40) for organized groups such as the La Grande Swim Club or the High School Swim Team.**

APPENDIX B

SWIM MEET GUIDELINES

In addition to the provisions in the swim club agreement, the following apply specifically to swim meets:

- a. For swim meets, Club will pay the regular pool rental rates as shown in the current Appendix A.
- b. Use of the small pool as a warm-up/cool down pool during swim meets, when requesting that the temperature be dropped, will be billed at the rate of \$150 per event to cover the cost of Staff time, reheating and chemicals.
- c. Club will be responsible for the cost of any additional charges for garbage collection during swim meets. The City will provide three (3) large trash cans outside the Southeast exit for Club's use. Any excess garbage beyond those filled cans will be the Club's responsibility to either haul away or be billed \$100 by the City when the City hauls away.
- d. The Club will be responsible for the following during swim meets as appropriate:
 - (i) Set-up of racing lanes before and after event.
 - (ii) Participant control of all in attendance, including but not limited to the Club and its coaching staff, volunteers, employees, agents, and parents as well as all other participants, spectators, and attendees.
 - (iii) Cleanup following the event. A checklist will be provided to the Club with specific cleanup instructions prior to each meet.
- e. The Club will be allowed use of one (1) room for hospitality and the life station and will clean these areas at the end of the event.
- f. The Club will reimburse the City for the cost of repair for any damage to the facility other than normal wear and tear.
- g. The bulkhead will be restricted to swim meet officials, lap counters, and pool staff. It will be barricaded and monitored by the hosting swim team. No transitioning will be allowed from one side of the pool to the other for swimmers or spectators. In the event of the senior recognition, you may introduce one (1) team of seniors at a time and can use the bulkhead for pictures and recognition. Once that teams' seniors have been recognized, then they must exit from the bulkhead before the next team is introduced.

CITY OF LA GRANDE

AGREEMENT

This Agreement, entered into the Sixth (6th) day of December, 2023, between the City of La Grande, a Municipal Corporation of the State of Oregon, hereinafter referred to as the City; and the La Grande Swim Club, hereinafter referred to as the Club.

WITNESSETH

Whereas, the Club has expressed interest in using the Veterans' Memorial Pool for their activities; and

Whereas, the City desires to cooperate with the Club in making the facility available for their use;

NOW, THEREFORE, it is agreed that the Veterans' Memorial Pool will be made available to the Club, effective upon execution of this Agreement, under the following conditions:

1. The large lap pool will be open for Club use, Monday through Friday, up to the number of lanes listed as follows:

	SEPTEMBER - MAY					JUNE - AUGUST		
	NUMBER OF LANES RESERVED							
	3:30-4:00 pm	4:00-4:30 pm	4:30-5:00 pm	5:00-5:30 pm	5:30-6:00 pm	8:00-9:00 am	9:00-11:00 am	4:30-5:30 pm
MON	5	8	8	8	4	5	6	4
TUE	5	8	8	8	4	5	6	4
WED	5	8	8	8	4	5	6	4
THU	5	8	8	8	4	5	6	4
FRI	0	8	8	8	4	0	6	4

- a. The Club will be billed monthly at the rate of \$5.43 per lane per hour, based on the number of lanes reserved for the Club. The current authorized lane use and times are listed above.
- b. Requests to change lane usage must be submitted in writing no later than the fifteenth (15th) of each month. Monthly billing for the current month will be calculated in 30-day increments, based on the number of lanes requested. If no changes are requested, billing will remain the same as the previous month. Requests by the Club for use outside of regularly scheduled practice times will be considered on an individual basis by the Superintendent. Consideration will be based on the current facility schedule and availability of lanes. If additional time is approved, the Club must pay the same rate per lane per hour. Additionally, the Club will be required to turn in lane usage to the Superintendent on a monthly basis.
- c. City will invoice the Club the first week of each month for their usage during the prior month, as indicated in paragraph 1.a. above. Payment is due in full no later than the twentieth (20th) day of each month.
- d. Availability is subject to pool closure for maintenance, repairs and holidays. Closures will be posted at the front entrance desk at least five (5) days prior to a scheduled closure. In addition, the City will attempt to notify the Club's designated point of contact at the same time as scheduled closures are published. In the event of an emergency closure, the City will attempt to

notify the Club's designated point of contact prior to their next scheduled use. The Club will not be charged for times when the pool is unavailable due to closure. The Club is responsible for providing the Superintendent with the current name and phone number of the designated point of contact.

- e. The City will provide written notice to the Club of permanent facility schedule changes that would affect the Club's schedule. In the event the facility operating hours change, the Club would be required to adjust their scheduled practice times accordingly. Should the Club desire to maintain their current practice schedule that is outside the pool's operating hours, they would be required to pay the pool rental rate (See Appendix A for current rates) unless the facility is closed to all users.
2. The City will provide one (1) qualified lifeguard on deck-during the times specified for use by the Club. When the number of Club swimmers exceeds forty (40), then the Club will pay for an additional lifeguard for each additional forty (40) Club swimmers. If the total number of Club swimmers exceeds eighty (80), the Club will pay for additional guards based on the number of swimmers at one (1) guard for every additional forty (40) swimmers or portion thereof.
3. Effective upon approval of this agreement, the Swim Team will pay a fee of \$5.43 per lane per hour as indicated above. If the City increases the user fees for the Pool, this lane fee will increase by the same percentage as the single admission fee is increased effective on the same date. Additional hours may be scheduled, subject to the availability of the facility. During the times the facility is not open to the public, the Club will be required to use a minimum of two (2) life guards and pay the current pool rental rate as described in Appendix A.
4. The Club will provide a current Certified USA Swim Coach on deck at all times to oversee their Program participants and spectators.
5. The Club will maintain monthly attendance of each Club swimmer. Attendance will identify the number of swimmers each month. Monthly attendance will be given to pool staff for their administrative use.
6. The Club is authorized to use the City's instructional equipment for their program; the City is authorized to use the Club's instructional equipment for lap swimmers and lesson participants.
7. The Club is not authorized to use the life station or front office area during practice times and is responsible for ensuring that non-participants, including parents, siblings, spectators and Club members not swimming, remain only on the East sidebleacher area at least five (5) feet from the pool edge.
8. The City will not provide sponsorship or supervisory personnel for events sponsored by the Club. (See Appendix B for additional information.) The Club will pay the cost of lifeguards and pool rental required for the event at the then current rate as described in Appendix A.
9. The Club will be responsible for ensuring participants take a cleansing shower before entering the pools (OAR 333-60-210).
10. The Club will reimburse the City for the cost of repair for any damage caused by Club members to the facility other than normal wear and tear.
11. The Club and its coaching staff, volunteers, employees, agents, participants and

parents shall comply with all local, State and Federal laws, regulations and Ordinances that apply to the use of the pool facility as contemplated herein, as well as any safety rules and rules of conduct imposed by the City with respect to the use of the facility.

12. The La Grande Swim Club will defend, indemnify and hold City harmless for the activities of the Club, its agents and its employees under this Agreement, including but not limited to, any liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims or demands of any kind or nature by or on behalf of any person, party or governmental authority arising out of or in connection with Club's:
- (i) failure to perform any of the agreements, terms, covenants or conditions of the Agreement;
 - (ii) negligent act or omission or other misconduct;
 - (iii) failure to comply with any applicable laws, rules or regulations; or,
 - (iv) any accident, injury or damage to third parties resulting from Club's acts, errors or omissions.
13. The Club will provide the City with a Certificate of Insurance naming the City of La Grande and the Veterans' Memorial Pool as additional insureds in the minimum amount of \$1,000,000, with a stipulation that coverage will not be cancelled or diminished without the advanced written consent of the City. Club will ensure that the pool is furnished a current copy of the policy without demand each renewal year.
14. This Agreement will be in effect during the period January 1, 2024, through December 31, 2024, except that either party may cancel by giving written notice of such intent to the other party at least thirty (30) days in advance of the date of cancellation. Execution of this Agreement will repeal the Agreement currently in effect and any prior Agreements between the Club and the City authorizing use of the Veterans' Memorial Pool.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives, on the day and year set out above. Said execution having been heretofore first duly authorized in the accordance with law.

CITY OF LA GRANDE

LA GRANDE SWIM CLUB

Robert A. Strope, City Manager

Beth Koza, Swim Club President

Date: _____

Date: _____

ATTEST:

Stacey M. Stockhoff
City Recorder

APPENDIX A

**VETERANS' MEMORIAL POOL RATE
SCHEDULE**

Pool Rental Rates: \$ 110.00 per hour

Lifeguard costs are currently \$16.50 per hour per lifeguard; rate is subject to change, based on authorized pay increases approved by the City. Lifeguard costs are in addition to the pool rental rates. Two (2) lifeguards are required for the first twenty-five (25) patrons and an additional lifeguard is required for each additional twenty-five (25) patrons. **

**** At the discretion of the Superintendent, the number of swimmers allowed per lifeguard may be increased to forty (40) for organized groups such as the La Grande Swim Club or the High School Swim Team.**

APPENDIX B

SWIM MEET GUIDELINES

In addition to the provisions in the swim club agreement, the following apply specifically to swim meets:

- a. For swim meets, Club will pay the regular pool rental rates as shown in the current Appendix A.
- b. Use of the small pool as a warm-up/cool down pool during swim meets, when requesting that the temperature be dropped, will be billed at the rate of \$150 per event to cover the cost of Staff time, reheating and chemicals.
- c. Club will be responsible for the cost of any additional charges for garbage collection during swim meets. The City will provide three (3) large trash cans outside the Southeast exit for Club's use. Any excess garbage beyond those filled cans will be the Club's responsibility to either haul away or be billed \$100 by the City when the City hauls away.
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 - (i) Set-up of racing lanes before and after event.
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 - (iii) Cleanup following the event. A checklist will be provided to the Club with specific cleanup instructions prior to each meet.
- e. The Club will be allowed use of one (1) room for hospitality and the life station and will clean these areas at the end of the event.
- f. The Club will reimburse the City for the cost of repair for any damage to the facility other than normal wear and tear.
- g. The bulkhead will be restricted to swim meet officials, lap counters, and pool staff. It will be barricaded and monitored by the hosting swim team. No transitioning will be allowed from one side of the pool to the other for swimmers or spectators. In the event of the senior recognition, you may introduce one (1) team of seniors at a time and can use the bulkhead for pictures and recognition. Once that teams' seniors have been recognized, then they must exit from the bulkhead before the next team is introduced.

CITY OF LA GRANDE

AGREEMENT

This Agreement, entered into the ~~Seventh (7th)~~^{Sixth (6th)} Day of December, 2023~~2~~³ between the City of La Grande, a Municipal Corporation of the State of Oregon, hereinafter referred to as the City, and Grande Ronde Hospital, Inc., hereinafter referred to as Hospital, for the purpose of using the Veterans' Memorial Swim Pool, hereinafter referred to as Pool, to provide activities to Hospital clients.

WITNESSETH

Whereas, Hospital has expressed interest in using the Veterans' Memorial Swim Pool for client activities; and,

Whereas, the City desires to cooperate with Hospital in making the facility available for its use;

NOW, THEREFORE, based on the mutual covenants set forth in this Agreement, the parties agree to the following terms and conditions:

Section 1. Term and Duration

This Agreement shall be in effect from January 1, 2024~~3~~³, to December 31, 2024~~3~~³, under the following terms and conditions:

a. The Small Therapy Pool will have a section roped off for Hospital client activity use three (3) days a week, between 11:00 a.m. and 1:00 p.m. as determined under Section 2. d. below.

b. Availability is subject to Pool closure for maintenance, repairs and holidays. Closures will be posted at the front entrance desk at least twenty-four (24) hours prior to scheduled closure, except in the event of an emergency that forces an immediate closure. Notification of closures will be communicated by City to a designated Hospital representative via phone, facsimile, or email at least twenty-four (24) hours prior to scheduled closure.

c. Should this Agreement expire prior to being renewed, the terms of this Agreement shall continue on a month-to-month basis until renewed or terminated as described in Section 3.

Section 2. Duties and Responsibilities

a. ~~Starting on January 1, the~~^{The} City will bill Hospital monthly for participants, at the rate of EIGHT AND 62/100 DOLLARS (\$8.62) per participant.

b. A minimum of one (1) qualified lifeguard provided by City will be on duty during the times specified for use by Hospital.

c. Hospital will provide therapy staff for its clients at the specified times. The therapists will be included in the number of participants.

d. Hospital will request approval from the Superintendent of the desired days on a monthly basis not later than the 25th of the month for the following month.

e. Hospital will defend, indemnify and hold City harmless for the activities of Hospital, its agents and its employees under this Agreement, including but not limited to, any liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims or demands of any kind or nature by or on behalf of any person, party or governmental authority arising out of or in connection with Hospital's:

- (i) failure to perform any of the agreements, terms, covenants or conditions of the Agreement;
- (ii) negligent act or omission or other misconduct;
- (iii) failure to comply with any applicable laws, rules or regulations; or,

(iv) any accident, injury or damage to third parties resulting from Hospital's acts, errors or omissions. Hospital will provide the City with a Certificate of Insurance, naming the City/Veterans' Memorial Swim Pool as an additional insured.

f. The City will not be responsible for any liability or injury to any person participating in the activities sponsored by Hospital or for any injury to a third party caused by a participant.

Section 3. Termination, Amendments and Assignments

Either party may cancel this Agreement by giving written notice of such intent to the other party at least seven (7) days in advance of the date of cancellation. All amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement, shall be in writing and executed with the same formalities of this Agreement. This Agreement is binding on the heirs, successors and assigns of the parties hereto but shall not be assigned by either party without first obtaining the written consent of the other.

CITY OF LA GRANDE

GRANDE RONDE HOSPITAL

Robert A. Strope
City Manager

Jeremy P. Davis
President/CEO

Date: _____

Date: _____

ATTEST:

Stacey M. Stockhoff
~~Acting~~ City Recorder

CITY OF LA GRANDE

AGREEMENT

This Agreement, entered into the Sixth (6th) Day of December, 2023, between the City of La Grande, a Municipal Corporation of the State of Oregon, hereinafter referred to as the City, and Grande Ronde Hospital, Inc., hereinafter referred to as Hospital, for the purpose of using the Veterans' Memorial Swim Pool, hereinafter referred to as Pool, to provide activities to Hospital clients.

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d. Hospital will request approval from the Superintendent of the desired days on a monthly basis not later than the 25th of the month for the following month.

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- (i) failure to perform any of the agreements, terms, covenants or conditions of the Agreement;
- (ii) negligent act or omission or other misconduct;
- (iii) failure to comply with any applicable laws, rules or regulations; or,

(iv) any accident, injury or damage to third parties resulting from Hospital's acts, errors or omissions. Hospital will provide the City with a Certificate of Insurance, naming the City/Veterans' Memorial Swim Pool as an additional insured.

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CITY OF LA GRANDE

GRANDE RONDE HOSPITAL

Robert A. Strope
City Manager

Jeremy P. Davis
President/CEO

Date: _____

Date: _____

ATTEST:

Stacey M. Stockhoff
City Recorder

CITY of LA GRANDE

COUNCIL ACTION FORM

Council Meeting Date: December 6, 2023

PRESENTER:

Michael Boquist, Community Development Director

COUNCIL ACTION:

CONSIDER RESOLUTION ESTABLISHING A LIEN ON REAL PROPERTY

- 1. MAYOR: Request Staff Report.
- 2. MAYOR: Invite Public Comments.
- 3. MAYOR Invite Council Discussion.
- 4. MAYOR: Entertain Motion:

Suggested Motion: I move that the proposed Resolution establishing a lien for failure to pay the cost of abating a nuisance and land use violation on properties owned by Sally Bruce Standley on Gemini Drive, be read by Title Only, Put to a Vote, and Passed.

- 5. MAYOR: Invite Additional Council Discussion.
- 6. MAYOR: Ask the City Recorder to Read the proposed Resolution by Title Only.
- 7. MAYOR: Ask for the Vote.

EXPLANATION: During Spring, 2023, the City of La Grande Police Department began receiving complaints regarding tall grass and weeds on the subject properties. In late June, 2023, it was determined that the tall grass and weeds had become a significant fire hazard and immediate action was warranted. The City’s code enforcement officer initiated code enforcement action, notifying the property owner via certified letter about the dry and hazardous conditions, and the required actions to resolve the matter by July 9, 2023. The property owner reached out to both the code enforcement officer and the planning division staff in July, and advised that they did not feel it was their responsibility to mow and maintain their properties and, they elected to not take any action to resolve this matter.

Due to the lack of cooperation and resolution by the property owner, the City’s code enforcement officer moved forward with a City initiated nuisance abatement by contracting with *Cisco Lawn Care, LLC* to have the properties mowed. This process is outlined in the City’s Enforcement Ordinance 3203, Series 2012, which includes notification to the property owner, posting the property with an abatement notice, the City hiring contractors to clean up the property, then billing the property owner for all costs incurred, then ultimately placing a lien on the properties for any unpaid costs.

Abatement was scheduled and completed on August 15, 2023, with nine (9) lots mowed at \$275/each, amounting to \$2,475. The property owner was provided an invoice for the abatement costs, plus a \$50 administrative fee per City Resolution, on August 16, 2023, and was asked to submit payment by September 15, 2023. The abatement costs remain unpaid.

Staff is requesting that the City Council pass the proposed Resolution assessing the abatement costs to the properties via a lien. The cost for recording the lien with the Union County Clerk will be added to the total cost of the lien, as will the cost of releasing the lien. The lien shall bear interest at the current statutory interest rate of eight percent (8%) until paid in full.

The City Manager recommends that the Council pass the proposed Resolution as presented by Staff.

Reviewed By: (Initial)

City Manager _____
 City Recorder _____
 Aquatics Division _____
 Building Department _____
 ED Department _____
 Finance _____
 Fire Department _____

Human Resources Dept _____
 Library _____
 Parks Department _____
 Planning Department _____
 Police Department _____
 Public Works Department _____

COUNCIL ACTION (Office Use Only)

- Motion Passed
- Motion Failed; _____
- Action Tabled: _____
Vote: _____
- Resolution Passed
Effective Date: _____
- Ordinance Adopted
First Reading: _____
Second Reading: _____
Effective Date: _____

**CITY of LA GRANDE
RESOLUTION NUMBER _____
SERIES 2023**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA GRANDE, UNION COUNTY,
OREGON, ESTABLISHING A LIEN ON REAL PROPERTY FOR FAILURE TO ABATE NOXIOUS
WEED AND GRASS NUISANCES**

WHEREAS, it was determined that a nuisance existed on real property where the Union County Assessor record's identifies Sally Bruce Standley as the property owner of record, said real property being situated in La Grande, Union County, State of Oregon, described as follows:

Township 3 South, Range 38 East W.M., Section 17AB, Tax Lots 3800, 3900, 4000, 4100, 11400, 11500, 11600, 11700, and 11800, La Grande, Union County, Oregon

Union County Property Account Reference Numbers: #4097 (TL3800), #4098 (TL3900), #4099 (TL4000), #4100 (TL4100), #4176 (TL11400), #4177 (TL11500), #4178 (TL11600), #4179 (TL11700) and #4180 (TL11800).

Physical Address: (No Addresses Assigned) Gemini Drive, La Grande, Union County, Oregon

WHEREAS, said property owner failed to abate the nuisance upon proper notification; and,

WHEREAS, the nuisance violation on the property above described was abated by the City of La Grande in accordance with the provisions of Enforcement Ordinance Number 3203, Series 2012; and, Public Nuisance Ordinance Number 3241, Series 2018.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of La Grande, Union County, Oregon, that the cost of abating the nuisance above described was \$2,525.00, plus recording costs in the Union County Clerk's Office of \$152 (\$76 for filing the lien and \$76 for releasing the lien). The Finance Director is now directed to enter in the Docket of City Liens and Union County Clerk Records a statement that the sum of \$2,677.00, has been assessed against the property above described and owned by Sally Bruce Standley, last known mailing address of 63756 Standley Road, La Grande, Oregon, 97850. Such assessment shall become due and payable immediately after entry of the same in the Docket of City Liens and Union County Clerk Records and delinquent thirty (30) days thereafter. Such assessment shall accrue interest at eight percent (8%) annually from the date this lien is entered into the Lien Docket until paid. Fees will also be assessed to record the lien, as well as to release the lien with the Union County Clerk.

BE IT FURTHER RESOLVED by the City Council of the City of La Grande, Union County, Oregon, that when the Finance Director of the City of La Grande shall have completed entry of the assessment in the Docket of City Liens and Union County Clerk Records, in accordance with the provisions of this Resolution, they shall, by registered or certified mail, postage prepaid, forward to Sally Bruce Standley, at the last known address, a copy of this Resolution, together with a notice stating when such assessment shall become delinquent.

**PASSED and EFFECTIVE ON this Sixth (6th) day of December, 2023,
by _____ () of _____ () Councilors present and voting in the affirmative.**

Justin B. Rock, Mayor

David Glabe, Mayor Pro Tem

Corrine Dutto, Councilor

Nicole Howard, Councilor

Molly King, Councilor

Mary Ann Miesner, Councilor

Denise Wheeler, Councilor

ATTEST:

**Stacey M. Stockhoff
City Recorder**