

Jim Trett, Mayor
Shelley Engle, City Council President
Greg Sheppard, City Councilor
Eric Page, City Councilor
Tim Luke, City Councilor
Michele Tesdal, City Councilor
Todd Smith, City Councilor

Kelly Galbraith, City Recorder



City of Detroit, Oregon
City Council Agenda
Regular Session

July 6th, 2021
6:30 p.m.

Mailing Address:
P.O. Box 589
Detroit, Oregon 97342

(503) 854-3496
(503) 854-3232 fax

Email: detroit@wvi.com

Via Zoom

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- I. Call to Order**
- II. Roll Call**
- III. Approval of the Agenda**
- IV. Special Orders of Business**
- V. Committee Reports**

This time is set aside for committees established by law, ordinance or other authority to report to the City Council on the committee's ongoing work.

VI. Public Comments

This is the time set aside for comments from the public on matters not on the agenda. Commenters are limited to three (3) minutes. Time may not be yielded. Questions from the Council or staff to commenters shall not be counted against the allotted three (3) minutes.

VII. Public Hearings

None Scheduled

VIII. Resolutions, Orders and Administrative Action

- a. Resolution 625 – **DECLARING HBH ENGINEERING AS THE ENGINEER OF RECORD FOR THE CITY OF DETROIT, OREGON** (City Council Agenda Packet Pages 1 through 2; Staff Contact: Chris Eppley)
- b. Resolution 626 – **AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH HBH ENGINEERING FOR ENGINEERING SERVICES** (City Council Agenda Packet Pages 3 through 11; Staff Contact: Chris Eppley)

IX. Consent Calendar

- a. Approval of the Minutes of the Detroit City Council – June 15th, 2021 (City Council Agenda Packet Pages 12 through 16; Staff Contact: Kelly Galbraith)
- b. Approval of the Bills

X. Councilor Reports

XI. Mayor's Report

XII. Staff Reports

- a. Marion County Community Development Manager
- b. City Recorder
- c. City Clerk
- d. City Finance Officer
- e. Planning – Mcrae Carmichael
- f. Marion County Sheriff's Office
- g. USFS
- h. Idanha-Detroit Rural Fire Protection District
- i. North Santiam Sewer Authority
- j. City Attorney
- k. Other

XIII. Other Business

XIV. Upcoming Meetings

- a. City Council Regular Session July 20th, 2021 @ 6:30 p.m., location TBD (if needed)
- b. City Council Regular Session August 3rd, 2021 @ 6:30 p.m. location TBD
- c. Work Session – August 10th, 2021 @ 6:30 p.m. location TBD (if needed)
- d. City Council Regular Session August 17th, 2021 @ 6:30 p.m. location TBD (if needed)

XV. Adjourn



RESOLUTION NUMBER 625

RESOLUTION 625 OF THE CITY OF DETROIT

DECLARING HBH ENGINEERING, INC. THE ENGINEER OF RECORD FOR THE CITY OF DETROIT

WHEREAS, the City Council of the City of Detroit, Marion County, finds it in the best interest of the public; and

WHEREAS, it appears that HBH Engineering has been providing engineering services to the City of Detroit since at least 2006, although because city records were destroyed in the September 2020 wildfires this cannot be confirmed; and

WHEREAS, HBH Engineering has been working with the City of Detroit, Marion County, the state of Oregon, and the federal government – in particular the Federal Emergency Management Agency – during the reconstruction of the City of Detroit after the September 2020 wildfires;

NOW, THEREFORE, BE IT RESOLVED that the City of Detroit, Oregon hereby declares that HBH Engineering, Inc. is the Engineer of Record for the City of Detroit throughout the duration of the City of Detroit's reconstruction process.

DATED this ____ day of _____, 20____.

CITY OF DETROIT

James R. Trett, Mayor

ATTEST:

Kelly Galbraith, City Recorder

Resolution Declaring HBH Engineering as the City's Engineer of Record

TO: City Council

FROM: Christopher Eppley

DATE: June 29, 2021

SUBJECT: Engineer of Record

During the wildfires of September, 2020 many of the City's physical files and contract information was lost to fire as the City Hall burned down. The latest contract staff has been able to locate for City Engineering services is with HBH Engineering and it is dated back to 2006, though it is an unsigned copy as the City's original signed copies were part of those files lost to the fire.

In order to qualify for reimbursement of engineering and design expenses for the rebuilding of the City's water treatment plant, the Federal Emergency Management Agency (FEMA) is asking that the City Council certify by affidavit or resolution that, to the best of your knowledge, HBH Engineering has been acting in the capacity of the City's Engineer of Record throughout the duration of the wildfire reconstruction process.

As staff can only find one contract for City Engineering and is it with HBH Engineers dated in 2006, staff believes that HBH has been serving in the capacity of the City of Detroit's City Engineer of Record since at least that time.

RECOMMENDATION:

It is recommended that the City Council pass Resolution R2021 certifying that to the best of your knowledge, HBH Engineering has been serving as the City of Detroit's City Engineer or Record throughout the Wildfire Reconstruction process.



RESOLUTION NUMBER 626

RESOLUTION 626 OF THE CITY OF DETROIT

**AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH HBH ENGINEERING, INC. FOR
ENGINEERING SERVICES**

WHEREAS, the City Council of the City of Detroit, Marion County, finds it in the best interest of the public; and

WHEREAS, it appears that HBH Engineering has been providing engineering services to the City of Detroit since at least 2006, although because city records were destroyed in the September 2020 wildfires this cannot be confirmed; and

WHEREAS, HBH Engineering has been working with the City of Detroit, Marion County, the state of Oregon, and the federal government – in particular the Federal Emergency Management Agency – during the reconstruction of the City of Detroit after the September 2020 wildfires;

WHEREAS, it is necessary for the City of Detroit to enter into a contract with HBH Engineering, Inc. for the provision of engineering services;

NOW, THEREFORE, BE IT RESOLVED that the Mayor of the City of Detroit is authorized to execute the attached contract with HBH Engineering, Inc. for the provision of engineering services.

DATED this ____ day of _____, 20____.

CITY OF DETROIT

James R. Trett, Mayor

ATTEST:

Kelly Galbraith, City Recorder

INDEPENDENT CONTRACTOR AGREEMENT

HBH Consulting Engineers, Inc.
20015 SW Pacific Hwy, Suite 101
Sherwood, Oregon 97140
Phone: 503.625.5065

City of Detroit
160 Detroit Ave N, PO Box 589
Detroit, Oregon 97301
Phone: 503.854.3496 Fax: 503.854.3232

This Agreement is made this _____ day of _____ 2006 by and between HBH Consulting Engineers, Inc, herein referred to as CONTRACTOR, and the City of Detroit, as owner, hereinafter referred to as the CITY.

The purpose of this agreement is to state the terms and conditions upon which the parties hereto will enter into an agreement for the CONTRACTOR to provide goods, materials, equipment, and services to the CITY.

*** WITNESSETH ***

FOR AND IN CONSIDERATION OF the mutual covenants and agreements contained herein, the parties do hereby agree as follows:

1. **Independent Contractor.** It is understood by the parties that this agreement is intended to create an independent contractor relationship between the parties in accordance with ORS 670.600, and not an employee - employer relationship. The CONTRACTOR shall be free from direction and control over the means and manner of providing the subject labor and services, subject only to the right of the CITY to specify the desired result:
 - a. The CONTRACTOR has obtained any and all professional licenses and registrations necessary to perform under this agreement;
 - b. The CONTRACTOR will provide all the tools and equipment to carry out the terms and conditions of this agreement;
 - c. The CONTRACTOR shall have the power and authority to hire and fire his/her own employees, but the CONTRACTOR shall remain solely and exclusively liable under this agreement for performance;
 - d. The CONTRACTOR possess or utilizes at least four (4) of the characteristics stated in ORS 670.600(8).
 - e. The CONTRACTOR has filed all appropriate and necessary state and federal business tax returns as an independent contractor for the preceding tax year.
 - f. The CONTRACTOR shall be solely and exclusively responsible for payment, as necessary, of any and all payroll taxes, workers' compensation insurance, and other employee related expenses for his/herself, as well as for any employees, agents, or subcontractors. The

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CONTRACTOR shall be responsible for filing his/her own federal and state income and business tax returns.

3. **Activities.** The CONTRACTOR shall provide services as presented in Schedule A for the CITY..
4. **Compliance with Law.** At no time shall the CONTRACTOR take any action, which violates any state, federal, city, or county law, ordinance, rule or regulation.
5. **Budget, Work Order and Invoice Approval.** The CITY and the CONTRACTOR agree that all invoices and work orders shall be approved by City Council and shall be in writing.
6. **Expenses.** The CONTRACTOR shall be responsible for all his/her own expenses; and shall assume all financial responsibility and liability for the material and services provided; and does hereby agree to hold the CITY harmless from any such liability, or for any liability to third parties who may be harmed by the actions of the CONTRACTOR in carrying out the terms and conditions of this agreement.
7. **Expenditures.** CONTRACTOR may make extraordinary unbudgeted expenditures, from contracted funds, outside the scope of the work order only with the prior written approval of the City Council. CONTRACTOR shall promptly pay all expenses it incurs as a result of the contract and shall comply with all provisions of state law applicable to this contract, including, but not limited to, those specified in ORS 279.310 through 279.342.
7. **Ownership and Use of Documents.** In whatever form they may be produced or stored, any documents prepared in performance of this contract and any supporting and investigative information that is gathered in the performance of this contract, upon completion of the work, or upon termination of this contract, shall be and remain the property of the CITY at its sole discretion. CONTRACTOR shall be permitted to retain copies, including reproducible copies, of such documents. CONTRACTOR shall treat such documents as if CITY has secured a copyright thereon, and thus will not use the documents in a manner that would constitute copyright infringement. CITY may use the documents prepared hereunder for any purpose, however CONTRACTOR shall have no liability with regards to such documents to the extent they are used or applied outside of the scope of work unless the CONTRACTOR is consulted and offers a professional opinion that the use contemplated is appropriate.

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8. **Fees.** The CITY shall pay to the CONTRACTOR consideration as identified in Schedule B.
9. **Indemnification.** Each party shall indemnify, hold harmless and defend the other, its officials, agents and employees, from and against any and all claims, damages, losses and expenses, including attorney fees, arising in or from its performance of, or failure to perform, this contract. The extent of the CITY's obligation under this subsection is limited to the CITY's obligation under the Oregon Constitution and ORS 30.260 through 30.300.
10. **Performance.** Waiver by either party of strict performance of any provision of this agreement shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.
11. **Applicable Laws.** The laws of the State of Oregon shall govern this Agreement. Any dispute resolution proceeding or action at law commenced in connection with this Agreement shall be brought in Marion County. It is agreed that the parties shall first seek resolution of the dispute through mediation, then arbitration.
12. **Disputes.** If dispute resolution (mediation/arbitration) or action is instituted in connection with any controversy arising out of this agreement, the prevailing party shall be entitled to recover, in addition to costs, such sum, as the presiding officer may adjudge reasonable as attorney fees, including such attorney fees on appeal.
13. **Automobile Liability Insurance.** At all times during the term of this contract, and at the sole expense of CONTRACTOR, CONTRACTOR shall maintain continuously in effect, automobile liability coverage equivalent to a combined single limit per occurrence of not less than \$500,000 for bodily injury or property damage. The insurance policy shall also name CITY as an additional insured, protecting CITY from any and all claims, losses, actions or omissions of CONTRACTOR or as a result of the joint concurring or contributory act, omission or negligence of CONTRACTOR and CITY arising with or related to activities specified under this contract. Claims Made policies will not be accepted.
14. **Commercial General Liability Insurance.** Throughout the term of this contract, CONTRACTOR shall maintain a commercial general liability insurance policy with coverage of not less than \$500,000 combined single limit per occurrence, for bodily injury, personal injury or property damage. Such policy shall contain a

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contractual liability endorsement to cover CONTRACTOR's indemnification obligations under this contract. The policy shall also contain an endorsement naming CITY as an additional insured, on a form satisfactory to CITY, and expressly provide that the interest of CITY shall not be affected by CONTRACTOR's breach of policy provisions. Such policy must be maintained in full force and effect of the duration of this contract, failure to do so shall be cause of immediate termination of this contract by the CITY. Claims Made policies will not be accepted.

15. **Professional Liability Insurance.** At all times during the term of this contract, CONTRACTOR shall maintain and keep in full force, an insurance policy for professional liability in the amount of 1,000,000. In no instance shall CITY be responsible for any retention amount or deductible that CONTRACTOR may owe as a result of this coverage. Nor shall such retention of deductible exceed \$25,000. Claims made policies will not be accepted.
16. **Books and Records.** CONTRACTOR shall keep completed and proper books, records and accounts of all transactions performed as part of this contract and approved invoices and work program. The books, records and accounts shall be open to inspection by CITY or its designee during normal business hours, and shall remain open to CITY for such inspection for one year following termination of this contract.
17. **Availability.** CONTRACTOR shall be available for meetings, discussions and assigned work with sufficient notice.
18. **Assignment.** The responsibility for performing CONTRACTOR's services under the terms of this contract shall not be assigned, transferred, delegated or otherwise referred by CONTRACTOR to a third person without the prior written consent of the CITY.
19. **Terms.** This contract shall be for a term of two (2) years from the date hereof, however, the agreement may be terminated without/with notice for cause and may be terminated without cause after first giving the other party fourteen (14) days written notice.
20. This agreement shall commence after the contract is adopted by motion of the Detroit City Council at the _____, 2006 Detroit City Council meeting.

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CONTRACTOR:

By: _____
Date: _____
Robert Henry, PE
Principle
HBH Consulting Engineers, Inc.

CITY OF DETROIT

By: _____
Date: _____
City of Detroit
Mayor Connie LaMont

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SCHEDULE A

SERVICES PROVIDED

The services for the CITY of Detroit shall include:

- Serve as City Engineer of Record as directed by Detroit City Council,
including:
- a) consulting; and
 - b) review; and
 - c) evaluates public works needs; and
 - d) review and construction observation of private project development plans
for compliance with codes, regulations, and standards adequacy of
applications for permits and compliance with approved plans; and
 - e) assists in preparing the city budget; and
 - f) participate in special City projects and programs, including capital
improvements and engineering studies. Prepares reports and makes
presentations to the City Council, Citizens Budget Committee, and others;
and
 - g) attend public hearings and City Council meetings, as requested by City
Council.

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SCHEDULE B.

SERVICE FEE SCHEDULE

Consideration for services provided to the City of Detroit shall be as follows:

| Rate Table | |
|---|----------|
| Michael Henry, PE, Project Manager | \$112/hr |
| David Boatman, PE, Project Manager/Engineer | \$100/hr |
| Robert Henry, PE, Project Manager/Engineer | \$100/hr |
| Robert Bynum, PE, Project Manager/Engineer | \$100/hr |
| J. Garrett Pallo, PE, Project Engineer | \$98/hr |
| Darin Nicholson, PE, Project Engineer | \$86/hr |
| Bradley Crement, PE, Project Engineer | \$86/hr |
| Andrew Karch, PE, Project Designer | \$84/hr |
| Scott Semrau, PE, Project Engineer | \$82/hr |
| Patrick Henry, Inspector/Technician | \$67/hr |
| Trina Crement, Technician | \$65/hr |
| Lindsey Lilles, Clerical | \$38/hr |

Authorizing the Mayor to Execute Contract with HBH Engineering for City Engineer of Record

TO: City Council

FROM: Christopher Eppley

DATE: June 29, 2021

SUBJECT: City Engineering Contract

HBH Engineering has been serving as the City of Detroit's City Engineer of Record since at least 2006. The last contract City Staff has been able to locate for City Engineering Services dates back to that year. The City lost all original signed copies of our contract with HBH Engineering during the wildfires of September 2020 when the City Hall burned down.

In addition, in order to receive federal funding through the Federal Emergency Management Agency (FEMA) and other federal sources, they require that the recipients of said funding enforce current federally adopted civil rights requirements in the contracts we hold with contractors and other professional service providers.

The attached contract for City Engineering services incorporates the necessary language to be FEMA and other Federal Agency compliant.

Staff is recommending that the City Council approve this contract for a 5-year period with the option of extending the contract for two additional 2-year periods if the City Council determines that the work being performed by HBH Engineering is acceptable and it is in the best interest of the City to do so, at which time the City will solicit proposals through a Request for Proposals process and select a successful applicant to perform City Engineering services from that time on through the terms of a new contract.

RECOMMENDATION:

It is recommended that the City Council authorize the Mayor to execute the attached contract with HBH Engineering for City Engineer of Record services under the terms outlined within the contract and for a term of 5-years with the possibility of two additional 2-year extensions if the City Council deems it is in the best interest of the City to make such an extension.



CITY COUNCIL SPECIAL SESSION
Tuesday, June 15, 2021 – 6:30 PM
Keizer City Council Chambers and Zoom

- 1. CALL TO ORDER** – Mayor Trett called meeting to order at 6:31 PM.
- 2. CITY COUNCIL ROLL CALL** - Mayor Trett, Councilor Smith, Councilor Engle, Councilor Sheppard, Councilor Tesdal, Councilor Page, Councilor Luke
Staff present – Kelly Galbraith, Chris Eppley, Michelle Cook Connor
- 3. APPROVAL OF THE AGENDA** – No Changes. **Motion Engle Approve agenda. Second Page.**
Approved unanimously.
- 4. SPECIAL ORDERS OF BUSINESS** – Councilor Tesdal introduced Kyle Juran who introduced Warren Franklin. Mr. Franklin has an idea for tourism revenue involving Detroit history. Mr. Franklin explained his idea – set up a quest to explore a city and learn about the history at various stops. Hopefully, visitors would also visit local businesses. There would be a blinking beacon at each location that visually displays only the light and a number. However, using an app, the visitor can access information on the cloud about a piece of local history. Along the way, they are asked questions, and at the end they receive a collector item. The app is called Enhanced Visitor Experience, and the project is framed as a quest for discovery. Currently, there are locations in Monmouth, Silverton, and Powerland Heritage Park. Keizer, Dallas, and the Marion County Fair are planned to be added. Clackamas County Fair and Oregon State Fair are also in talks. Each participating jurisdiction gets unlimited promotions for events and an “About” page where general information and contact information is located. Beacons appear on the app once the visitor is within 25 feet of a beacon. Video, audio, written information, and photos can be included. The costs would be for the batteries (which need to be replaced every five to six months) and magnets for the beacons, and some small signage, for a total of approximately \$500 to start. Mr. Juran has volunteered to cover the starting cost if the City of Detroit wants to participate. The City would need to provide the locations, historical information, questions, promotions, and “About” page information. Ten to twelve interest points are recommended. Councilor Engle pointed out that currently there isn’t anywhere to put signs and beacons. This is a great idea, but perhaps once things are rebuilt and businesses re-established. Mr. Franklin pointed out that a few places can grow into more. [unintelligible due to poor sound quality] Once this is established, there are no monthly or annual fees. The batteries are common small round batteries that can be found at most stores. Information can be updated easily. Councilor Tesdal suggested looking into this further. Consensus was to have Councilor Tesdal work with Mr. Franklin on this.
- 5. COMMITTEE REPORTS - None**
- 6. PUBLIC COMMENTS –**

- Deputy Chief Damon Faust - A lot of people are coming to Detroit, some are “fire tourists” and some are doing “hobo camping”.

7. PUBLIC HEARINGS

The first three items on the list of hearings were re-ordered at the request of Mr. Eppley.

- 7.1 Resolution 623 – Certifying Municipal Services Provided by the City of Detroit, Oregon Under Oregon Revised Statutes – The hearing was opened at 7:02 PM by Mayor Trett. There was no public comment. The hearing was closed at 7:04 PM. Motion to adopt Resolution 623 as presented: Councilor Engle. Seconded: Councilor Page. Discussion: none. The motion passed unanimously.
- 7.2 Resolution 622 – Declaring the City of Detroit’s Election to Receive State Shared Revenues – The hearing was opened at 7:07 PM by Mayor Trett. There was no public comment. The hearing was closed at 7:08 PM. Motion to adopt Resolution 622 as presented: Councilor Engle. Seconded: Councilor Page. Discussion: none. The motion passed unanimously.
- 7.3 Resolution 624 – Adoption of City of Detroit, Oregon Budget, Making Appropriations, Imposing and Categorizing the Tax for Fiscal Year 2021-2022 – The hearing was opened at 7:09 PM by Mayor Trett. There was no public comment. Deputy Chief Huett pointed out that the public cannot hear the discussion and thus cannot comment .Mayor Trett pointed out that the resolutions are packet are available online prior to the meeting. The hearing was closed at 7:11 PM. Motion to adopt Resolution 624 as presented: Councilor Engle. Seconded: Councilor Page. Discussion: none. The motion passed unanimously.
- 7.4 Ordinance Temporarily Waiving Floodplain Development Fees and Declaring an Emergency – Mr. Eppley read the staff report into the record and explained that there are 42 properties identified that are within a floodplain area. Waiving the floodplain ordinance development fee would remove a barrier in the rebuilding process. All requirements for development will still be in place. The waiver period would be two years, and only apply for rebuilding, not new construction where there was none before. Motion to pass the ordinance as presented: Councilor Engle. Seconded: Councilor Smith. Discussion: Councilor Luke pointed out the increased prices and shortage of building supplies. A two year time limit is not enough. He would support at least a four, preferably five year time limit. Mayor Trett asked if it would be possible to extend the ordinance later? Mr. Eppley replied that the ordinance can be amended at this moment with a friendly amendment, or the Council can allow the ordinance to expire and pass a new ordinance later. Councilor Luke made a friendly amendment to change the time limit from 24 to 48 months. The friendly amendment was accepted by Councilors Engle and Smith. Councilor Engle moved to pass the ordinance as amended. Seconded by Councilor Page. Discussion: none. The motion passed unanimously.
- 7.5 Outdoor Mass Gathering Application – Detroit Lake Recreation Area Business Association – Mayor Trett briefly reviewed the materials submitted. Ms. Galbraith added that insurance has also been submitted. Motion: Councilor Smith to approve the application as presented. Seconded: Councilor Page. Discussion: none. The motion passed unanimously.
- 7.6 Possible Amendments to City of Detroit Ordinance No. 213 – Detroit Nuisance Ordinance – Councilor Engle reported that nuisance complaints have been difficult to enforce. Mr. Eppley invited the Council to read through Ordinance 213 for possible amendments needed. Ordinance 207, which lists penalties for violations, is provided for the Council’s information. Mayor Trett reported that there is discussion occurring as to how code enforcement will be re-implemented. Mr. Eppley mentioned that there is no action required on this item at this meeting, but should be considered at a future meeting.

- 7.7 Possible Amendments to City of Detroit Ordinance No. 236 – ATV Ordinance – Councilors are encouraged to review this ordinance for possible changes to be discussed at a future meeting.

8. RESOLUTIONS, ORDERS AND ADMINISTRATIVE ACTION

- 8.1 Discussion Regarding Defensible Spaces – Mr. Eppley reported that no action is required on this, as it was provided for the information of the Council and the public. This information is available in the agenda packet online. Councilor Engle asked if other jurisdictions have found it necessary to pass an ordinance requiring building with defensible space. Mr. Eppley replied that may be best addressed with building code amendments, which can be discussed. Councilor Tesdal will share an informative webinar she attended on building a more fire resistant building.

9. CONSENT CALENDAR

- 9.1 Approval of the Minutes of the Detroit City Council – April 6, 2021
9.2 Approval of the Minutes of the Detroit City Council – April 13, 2021
9.3 Approval of the Minutes of the Detroit City Council – April 20, 2021
9.4 Approval of the Minutes of the Detroit City Council – May 4, 2021
9.5 Approval of the Minutes of the Detroit City Council and Budget Committee – May 8, 2021
9.6 Approval of the Bills

Councilor Tesdal asked if the City has a policy on overtime and if there is a limit. Mr. Eppley replied that normally overtime would have to be preapproved, however, there have been overtime hours due to the fire recovery process. This might not be allowed for much longer. Also, normally, overtime would need to be flexed during the following 80 hour pay period. For example, someone working five hours overtime in an 80 hour pay period would need to take off five hours in the following 80 hour pay period.

Motion to approved the Consent Calendar as presented: Councilor Engle. Seconded: Councilor Page. Discussion: none. The motion passed unanimously.

10. COUNCILOR REPORTS

- 10.1 Building Commissioner's Report – Shelley Engle – No reports from Marion County. Driving around, there is a huge amount of building happening.
- 10.2 Street Commissioner's Report – Greg Sheppard – Recommends doing dust abatement on the gravel roads in town. Needs to research costs. Concerned about hazard tree removal – many have not even been marked. If they wait too long it will cause a problem with the building process. Concerned about the downed timber at Kenny and Tumble – there is a lot of red slash in there and it's a fire hazard. Concerned with R&G not starting to pave and cap the trench. Damage to the road is occurring. Mr. Eppley reported that ODOT has started marking hazard trees, so the removal process should be in the next three to four weeks. Regarding paving, it could be destroyed by heavy equipment if done too soon. Councilor Smith asked what color ODOT is using for tree marking. There are a lot of companies marking trees, and city staff does not have a color code.
- 10.3 Water Commissioner's Report – Tim Luke – Mr. Eppley is busy with some House Bill business that will hopefully help finance rebuilding the water system. He seconded the need for dust abatement. No matter how slow you drive, the dust is horrendous. Excited about the July 4th events. Councilor Smith asked about the water map and next steps for red or yellow properties. Mr. Eppley reported that letters have recently been sent out about this. Two properties had water shut off because their water tested too high for use. Red marked properties should not use or consume the water. Yellow marked properties should

not leave water standing in their plumbing, but if using the water consistently, it should be okay. A contractor will be brought in to replace all service lines identified between the main and the meter for those properties over a certain contaminant level. The RFP for a contractor should be going out this week or Monday at the latest. Work should be done over the summer and finished by the end of August. It is recommended that homeowners replace the lateral connection from the meter to the house.

- 10.4 Parks and Recreation Commissioner's Report – Eric Page – The Forest Service has been dragging their feet on removal of slash. This needs to be remedied. Also, trenches need to be capped at least temporarily. Event over July 4 weekend coming up. Lots of great activities and great energy behind it. Glad to see the park as a centerpiece for it. The park is taking shape. Concrete has not been poured, hopefully it will be by July 4th.
- 10.5 Police and Safety Commissioner's Report - Todd Smith – There have been some complaints about airhorns on vehicles, off leash and barking dogs, and noise complaints. Thank you for the Sheriff's teams who have done good work.
- 10.6 Tourism Commissioner – Michele Tesdal – Informed the Council that she plans to restart the Transient Occupancy Tax Committee to do some work on tourism. There aren't places for people to stay, but tourists are coming and we need to be ready.
- 10.7 Mayor's Report – Jim Trett – CARES Act funding application is being worked on with staff from City of Keizer for AV equipment at the new City Hall. This appears to be the only use needed that would meet the stringent criteria of the funding. The package would include four cameras (three in council chamber, one in conf room) that would allow for conference calls in the conference room. Some additional enhancements will be included if costs allow. Last week USDA representatives met with him and Mr. Eppley on a tour of the city. Funds have been released to reimburse our costs, and an additional grant has been identified to apply for.

11. STAFF REPORTS –

- 11.1 City Manager – Nothing to report
- 11.2 City Recorder – Nothing to report
- 11.3 City Clerk – The autopay system is in place and instructions are printed on the water bills.
- 11.4 Marion County Sheriff's Office – Deputy Garrett Olson – it is anticipated that this weekend will be very busy. There have been reports of suspicious activity in town, but they were delayed. Please report activity immediately if possible. There was an incident on French Creek where a logger was injured. It may have been a burned hazard tree.
- 11.5 Idanha-Detroit Rural Fire Protection District – Deputy Chief Damon Faust – someone is doing construction at the four-way crossing, starting about 8 pm and working at night. It appears that they are reinforcing Hwy 22. Thanks to the Sheriff's office for backup on the incident yesterday. More volunteers are needed. All predictive services anticipate many large fires in Oregon this year, and could start at any time. In touch with Forest Service to know about teams working in the area to try to track where people might be. Please discourage public from recreating in the forests.
- 11.6 North Santiam Sewer Authority – Ken Woodward – A draft of the master plan is ready and looks promising. It will be reviewed and possibly voted on at the next meeting. July 1 and July 14 there will be public input. Determining whether to go with a gravity system or a step system.

- 11.7 Other – Scott King – recent property purchase on Guy Moore – interested in putting a container home on site, which is not specifically addressed in planning documents. Would like to get on the docket to see if it could be considered. Mr. Eppley stated that would go through McCrae Carmichael and the Planning Commission, if needed.

12. OTHER BUSINESS

13. UPCOMING MEETINGS – July meetings will be location TBD

14. ADJOURN – 8:17 p.m.

Signed:

Attest:

James R. Trett, Mayor

Kelly Galbraith, City Recorder