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 Reg Session

November 2, 2021 6:30 p.m.

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

(503) 854-3496 (503) 769-2947 fax

Email: detroit@wvi.com

Keizer Council Chambers

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. Resolutions, Orders and Administrative Action

- a. Authorizing to Award Snow Shelter Construction Including Permit Fees to Marion County
- b. Authorization To Award the Winterization Work at the Breitenbush Pump Station (shelter and pipe insulation)
- c. Authorization to award the Installation of a Temporary Manual Transfer Switch at the Breitenbush Pump Station
- d. Ordinance 266 Review Planning Commissions Recommendation

VIII. Consent Calendar

- a. Approval of the Minutes of the Detroit City Council October 5, 2021 and October 11, 2021
- b. Approval to Pay the Bills

IX. Staff Reports

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

X. Councilor's Report

- XI. Mayor's Report
- XII. Other Business

XIII. Upcoming Meetings

- a. Work Session November 16, 2021 @ 6:30 p.m., Via Zoom
- b. Regular Session December 7, 2021 @ 6:30 p.m. location Keizer Council Chambers

XIV. Adjourn



501 E First Street Newberg, Oregon 97132 phone 503-554-9553 fax 503-537-9554 October 28, 2021

City of Detroit PO Box 589 Detroit, OR. 97342

Attn: Chris Eppley, City Manager

Re: November Council Meeting Staff Report

Dear Chris,

The following document provides a summary of work completed by HBH during the month of October and provides an outlook of work anticipated over the month of November.

Safe Drinking Water Revolving Loan Fund Projects

Phase 2B - Water System Improvements

Phase 2B is in the process of being closed out. HBH sent a final punch list to R&G for review — once the tasks necessary to finish the project are agreed upon, the City will issue a notice of substantial completion. Recent change orders conformed quantities between what was in the plans and what was installed and added limited trench patching back in. Kinney, Boulder, Butte, Hill, Mackey, and Guy Moore will be patched. While HBH recognizes that Second and Third are in poor condition, both HBH and R&G do not believe that a trench patch will solve the issue, as it will not be possible to define a trench edge to pave against. An overlay may be able to remedy the issues with Second and Third in the short term, the road's poor subgrade (containing stumps and logs in the base sections, limited amounts of base material, poor subgrade, etc) will likely make full depth reconstructions necessary to make the road functional again. All other asphalt streets affected by Phase 2B will be overlaid in the spring. Plans for this overlay project will be prepared in the late fall, and the project put out to bid in the winter.

Phase 2C - Water Meter Replacement Project

Phase 2C is being closed out as well. HBH and the City reviewed every meter box in the City and compiled a list of meter boxes that need to either be buried or lowered. This list has been passed on to Olson LLC, who are expected to complete this work in the near future. Some minor items were added to this work in conjunction with conditions encountered when replacing contaminated service lines. Several unusual service lateral configurations were discovered and returning them to existing conditions would not be appropriate as the original construction was substandard. However, corrections to existing deficiencies are not eligible for FEMA reimbursement, so correcting these issues is being handled through Phase 2C instead. A long length of galvanized steel line, which is highly susceptible to corrosion and tends to be a major source of leakage in many systems, was abandoned on Humbug.

City of Detroit November Council Meeting Staff Report October 28, 2021 Page 2 of 6

2020 Wildfire Disaster Recovery

Contaminated Service Lateral Replacement

All contaminated service lines have been replaced. FEMA has approved additional sampling to verify that the line replacement has completely addressed the issue; further primary/secondary MCL exceedances are not anticipated. Olson LLC was as minimally

intrusive as possible minimize the amount of asphalt patching required. However, the estimated length of services needing replacement wound up being highly inaccurate. In conjunction with the extra expenses incurred due to actual underground conditions, the overall price of the installation has increased dramatically from \$93,620 to \$178,652.30. The specific causes of these overages was well documented by Olson LLC and reviewed by HBH, and are summarized below:

- Due to a general excess of long-side (water main and water meter are on opposite sides of the road) services and several extremely long services (four services were over 50 feet, and one was over 100 feet), the quantities included in the RFQ underestimated field conditions by 77%. The exact locations of water mains were not known in many areas where services were replaced, so quantities had to be estimated.
- 2. Many water services needing replacement are in areas that were not updated during the recent Safe Drinking Water Revolving Loan Fund (SPWRLF) projects. As such, many of these services were not originally installed to current construction standards, and so required additional parts and labor to replace. Olson LLC was entitled to request compensation for this extra work, as the RFQ clearly defines how water services are to be replaced.

HBH has prepared a change order to incorporate the cost increase. HBH consulted with FEMA to ensure that the cost increase will be approved. HBH also coordinated with City staff to ensure the change order is permitted under City regulations. State regulations allow for change orders of any size without restriction, so long as the change order is made in compliance with the contract and local regulations. The City has no upper limit on change order magnitudes or percentages, so this price increase can be done with no special considerations via change order. FEMA has indicated they will approve the change of this magnitude so long as the need and reasons are well documented and explained, which they have been. HBH anticipates that the City will issue a change order in the near future to address the quantity overrun and field changes.

With paving complete, no work remains for Olson to perform, and substantial completion should be issued in the near future.

Reservoir A Demolition

ODOT contracted with K&E Excavating to demolish Reservoir A that was lost in the fire. Mobilization began on Monday, October 18th with construction being concluded on October 26th. There is a drainage issue that needs to be addressed to avoid oversaturation and deterioration of the subgrade soils as this is the site of the future reservoir. HBH requested ODOT's contractor facilitate drainage out of the site if possible; however, the regrading of the reservoir and treatment plant site was never the responsibility of ODOT's contractor. It is requested that council authorize additional funds in the amount not to exceed \$10,000 specifically for drainage improvements to this site. This work will need to be funded through the insurance payout received for the loss of Reservoir A. This work would be awarded to the winner of the snow shelter project at the temporary treatment plant and described below. This contractor is likely to have an excavator on site to complete this work.

City of Detroit November Council Meeting Staff Report October 28, 2021 Page 3 of 6

Water Treatment Plant Reconstruction

FEMA has requested a meeting with USFS to review environmental considerations associated with reconstructing the water treatment plant on USFS property. HBH has requested a meeting with USFS staff and are waiting for a list of availability from USFS; no meeting has been scheduled at this time. USFS is still working on the special use permit for the new water treatment plant. Construction cannot begin until this permit has been finalized. Structural and electrical engineers are currently working to finalize their drawings. With winter approaching it is not anticipated that this work will begin until late winter or early spring. As a result, the existing temporary treatment plant will need to be winterized. In October, the City Council awarded work to Stettler Supply to insulate the existing shelter, piping, and tanks. There is currently one space heater inside the existing temporary treatment plant. Bob Bruce has mentioned this heater is on its last leg. The City should look to purchase additional heaters to provide portable heat inside the temporary treatment plant.

The insulation should provide sufficient protection from freezing temperatures once the heater is replaced. While the existing shelter is rated for light snow, it does not meet the snow load requirements for the City of Detroit. WDY Structural Engineers completed preliminary structural designs for a snow shelter to be constructed over top of the existing shelter. These designs were sent out to four contractors (Clackamas Construction, Olson LLC, Stettler Supply, and Remodeling by Classic Homes, Inc.) to provide quotes for the construction of the temporary snow shelter. HBH requested quotes be received by Thursday October 28, 2021. A letter of recommendation from HBH for award will be sent off to City staff by October 29, 2021. It is requested that the Council authorize \$10,000 above the winning quote to cover any field changes that may arise during construction of the snow shelter, HBH has requested the City's insurance company cover the costs of the snow shelter construction through the Extra Expense fund. Should this request be denied by the insurance company, USDA has agreed to cover the costs through the ECWAG project. Quotes received for this work will be included as attachments in the HBH Letter of Recommendation.

Additional Winterization Efforts

The Breitenbush Pump Station Building is not yet reconstructed. While much of the existing facilities are rated for some weathering, snow building up on the pump motors can cause the motors to burn out. It is recommended to place a doghouse type structure over the existing pumps to insulate them from snowfall. Additionally, the exposed piping at the site should be wrapped and protected from freezing temperatures. HBH received a quote from Stettler Supply to complete this work in the sum of \$3,000. It is recommended to direct award this work to Stettler Supply so work can be completed as soon as possible to prevent damage at the facility. The quote is included as attachment 1 to this report. The City's insurance company has agreed to cover this expense in the amount of \$3,000 and issued payment to the City on October 26, 2021.

Council had requested HBH look into temporary power options for the City's critical infrastructure. The highest priority item was the Temporary Treatment Plant to ensure continued operations over the winter. The City Council authorized Northside Electric at the last council meeting to install a manual transfer switch at the temporary treatment plant. It is expected this work will be completed by the end of the week. HBH reached out to Greg Jones with Rain-for-Rent for availability of rental standby generators should the need arise. Greg Jones stated Rain-for-Rent has generators available that can meet the demand at the temporary treatment plant and is currently working on a proposal for the City. Proposals for rental generators for the Temporary Treatment Plant and Breitenbush Pump Station for the City of Detroit are included in Attachments 2 and 3. Costs for the rental generator at the Temporary Treatment Plant can be covered by the City's USDA ECWAG project.

City of Detroit November Council Meeting Staff Report October 28, 2021 Page 4 of 6

Northside Electric also looked into City facilities at the Breitenbush Intake Pump Station and the Silver Bullet Reservoir Pump Station. The Silver Bullet Pump Station already has an existing transfer switch that is ready for connection to a rental generator. The Breitenbush Pump Station did not have a transfer switch. Northside Electric prepared a quote to install a temporary transfer switch at the Breitenbush Pump Station. This transfer switch will need to be replaced when the permanent building is reconstructed. The cost to supply and install a temporary transfer switch at the Breitenbush facility is \$3,295. Funding for the Breitenbush temporary manual transfer switch and rental generator is not yet determined. The quote and product cut sheet included as attachment 4 to this document.

System Operations

The City and HBH met with OHA on October 19 to perform the Sanitary Survey, which is performed every three years. The officials visited every water facility and evaluated their compliance with applicable rules and regulations. By and large, the survey was positive, with both reviewers impressed by the progress Detroit has made in the last year. The City has done an excellent job keeping daily records, and the plant has operated without any violations since it was brought online. However, several deficiencies were observed, all of which were related to post-fire issues. While the treatment plant has an operations and maintenance manual (O&M manual) that was prepared by Westech, all other required records, such as an emergency response plan and various sampling plans, have not yet been recreated. The City indicated that time has not been allocated for the system operator to prepare these documents. In addition, the City is not calculating CT (chlorine concentration multiplied by contact time, a measurement of disinfection efficacy) on a daily basis, instead entering this data weekly. OHA expressed concern that this could lead to insufficient disinfection not being detected until several days later, which would be a violation and a public health hazard. The City indicated that a computer with internet access was not available on site, so the operator had to calculate actual and required CT and report this data to OHA using a personal computer on personal time. The final major deficiency noted was the cross-connection that was installed immediately after the fire to bypass the old treatment plant. This bypass is currently being used to route water to the treatment plant, and a single closed valve is preventing water from bypassing the treatment plant and directly filling Reservoir B. Bypasses are permitted under OHA rules, but they must be prevented by an airgap, not a closed valve.

OHA's report is expected within a few months, but preliminary advice from the OHA officials noted that the following actions will likely be required of the City:

- Procure a computer with internet access for the operator to use to calculate and report CT daily.
- Remove the cross connection by either installing an air gap or removing the bypass entirely.
- Recreate all plans and documents that were lost in the fire.

Other issues were noted that are not deficiencies, but OHA recommends be addressed:

- The City should adopt a policy that all water customers whose services were replaced either replace all
 of their plumbing or install a backflow prevention device.
- The City should protect the Breitenbush intake from winter conditions.
- The City should perform follow up sampling for VOCs. While OHA has not yet decided how many services need to be resampled. HBH recommends starting with 15 samples immediately. Should OHA require more samples in the future, additional samples will be taken at that time.
- The City should begin monitoring turbidity at the Breitenbush.

The above lists are not all inclusive; other items were discussed, but these are the major considerations. Conversations with FEMA have resulted in mixed messages related to recreating required documents, but the

City of Detroit November Council Meeting Staff Report October 28, 2021 Page 5 of 6

current understanding does appear to be that these activities are not eligible if performed by City staff. HBH can assist the City in preparing many of these documents (this would likely be reimbursable), as the operator's normal duties already exceed his weekly allotment of 40 hours and so he does not have the ability to perform these extra duties without authorized overtime. The operator will be required to prepare a response plan to the OHA sanitary survey in a timely fashion once the official results are received, so time will need to be specifically allocated for the operator to prepare this document. Several of the deficiencies will be resolved by actions being overseen by HBH, so we will likely need to assist him in preparing this document.

System leakage still appears to be low, though the amount of unaccounted for water (production minus billings) continues to increase. City staff and HBH agree that this trend is likely driven by water customers who have reactivated their own water meters and are not being billed. Flushing activities ceased after September, so major hydrant demands should be eliminated. The plant continues to run relatively well, though issues still occasionally appear.

Roads and Paving

Paving associated with Phase 2B of the water project will be completed in the spring. HBH recommends that a major reconstruction of Second and Third be performed concurrently – the City should begin pursuing funding sources for this work immediately. Overlays will be performed on other streets associated with the water project, including Lakecrest, Front, Butte, Boulder, Kinney, Lake, Hill, and Mackey. Minor patching will also be performed on Butte and Scott; patching on Guy Moore will be replaced if its condition deteriorates over the winter.

Conditions on Center Street are expected to deteriorate this winter, in line with what occurred last year. Options for addressing this issue are limited, as replacing the gravel with asphalt would make the road less usable to residents during the winter (it is easier to get traction on gravel than asphalt). The poor conditions are driven by drainage deficiencies, so the storm system there should be upgraded in some fashion, though it is not clear what low-cost methods exist to fully address the issue. At a minimum, additional gravel should be placed and compacted on the road to restore a road crown.

Quotes for completing part of the Forest Avenue improvements were gathered last winter, though these have likely expired. While the City could pursue reactivating this project, the funding may be better spent on rebuilding a portion of second and/or third. ODOT has indicated that they would be flexible with the City reallocating their small city allotment in this fashion in the past, though this should be confirmed. This funding will likely not be sufficient to fund the reconstruction alone, but will be a major step in the right direction.

Guy Moore is expected to sustain major damage as a result of ODOT's activities at the treatment plant and the watershed above it, in addition to the construction of the new permanent water treatment plant. The logging operation is expected to be the largest source of road damage. HBH has submitted photos and condition assessments of the road's condition prior to work beginning, which should help the City pursue reimbursement from ODOT for repairing any damage caused. HBH will assess the condition of Guy Moore regularly while heavy trips are being routed down it, and document damage as it occurs. A sink hole is already worsening on part of Guy Moore.

Continued installation of underground power by CPI is expected to minimally impact asphalt roads, though the condition of gravel roads continues to deteriorate as that construction continues. Reconstruction activities are also likely contributing to the worsening conditions of gravel roads all over the city, but the conduit installation appears to be the major contributor, along with the prior water project. Part of the punch list submitted to R&G includes restoration of the gravel roads (since their damage to them was substantial), but not all damage

City of Detroit November Council Meeting Staff Report October 28, 2021 Page 6 of 6

was caused by the water project. The City should continue tracking the condition of gravel roads throughout the City as construction continues. CPI and ODOT requested last spring that the City hold off on paving until after their construction activities were concluded, which is part of the original reason why paving was not performed over the summer (the other being concerns about heavy traffic damaging brand new asphalt).

Necessary Council Actions

- · Authorize the award of the snow shelter.
- Authorize the award of winterization work at the Breitenbush Pump Station.
- Authorize the award of the temporary manual transfer switch at the Breitenbush Pump Station.

Sincerely, HBH Consulting Engineers, Inc.

Robert M. Henry, PE Principal Engineer

Attachment 1
Quote for Winterizing the Breitenbush Pump Station

Pumps & Pump Stations | Agricultural Irrigation | Water Treatment | Water Systems

4420 Ridge Drive NE, Salem OR 97301 **503-585-5550** local **866-985-5550** toll-free **503-581-6799** fax *CCB #33228*

10-22-2021

CITY OF DETROIT 503-800-1225 DETROIT, OREGON SITE: Breitenbush Pump Station

Insulating Breitenbush Turbines

Quote is to supply and install material to insulate Breitenbush turbines, discharge piping, and flush line for suction screen.

Material

- Fiberglass Hot Box Enclosure \$1,000.00
- Insulated Blankets for Piping\$200.00
- Pipe Wrap Insulation \$100.00
- All Necessary Components/ Miscellaneous \$200.00
- Installation \$1,500.00

Total \$3,000.00

VALID: 10-22-2021 Hank Chadsey | Ag Sales Cell: 971-209-5331

HankC@stettlersupply.com

Stettler Supply Company | CCB #33228 4420 Ridge Drive NE | Salem OR 97301 Office: 503.585.5550 | Fax: 503.581.6799

http://stettlersupply.com

Attachment 2
Quote for Portable Generator for Temporary Treatment Plant

1059-IND-985205

Quotation Developed Especially for:

Matt DelMaro
HBH Consulting Engineers
2316 Portland Rd
Newberg, OR 97132
Phone:

Prepared on 10/27/2021 by:

Greg Jones Cell: 503-991-1609 11035 NE Marx St Portland OR 97220 Phone: 503-262-7246

Fax: 503-262-1299

www.rainforrent.com





Portland

www.rainforrent.com

11035 NE Marx St Portland OR 97220 Phone: 503-262-7246 Fax: 503-262-1299

Quotation Number: 1059-IND-985205

Prepared By: Greg Jones

Customer: HBH Consulting Engineers

Customer ID: 7062737 Address: 2316 Portland Rd City/State: Newberg, OR 97132 Contact: Matt DelMaro

Office: Fax:

Job Description:

Customer needs a genset to supply temporary power at a water treatment plant in Detroit, Oregon.

Location:

Rockaway Beach, OR

Rental Sub Total: \$2,071.42

Sub Total: \$2,071.42

Est. Install Labor Est. Removal Labor	\$0.00 \$0.00
Est. Services Est. Air Quality Fee Est. Rev Air Quality Fee	\$0.00 \$0.00 -\$0.00
Est. Enviro Recovery Fee Est. Rev Enviro Recovery Fee	\$62.00 -\$0.00
Grand Total:	\$3,707.82
Valid Until: 11/26/2021	
	Est. Air Quality Fee Est. Rev Air Quality Fee Est. Enviro Recovery Fee Est. Rev Enviro Recovery Fee Grand Total:

By signing this quotation, customer represents that he/she has read and agreed to both the Statement of Work and Scope of Agreement sections, and is also agreeing to the grand total amount listed above, plus any recommended optional items if checked and initialed. If customer requires a Purchase Order number to process and submit payment, it must be supplied to Rain for Rent at the time of acceptance of this quotation. Please insert Purchase Order number here:

Date

Rental Protection Plan

Customer

Rental Protection Plan
I have received and reviewed the Rental Protection Plan Agreement incorporated as the last page of this estimate. By initialing this paragraph, I understand that I am agreeing to enter into and be bound by the terms of the Rental Protection Plan Program Agreement and that I am authorized to enter into this Agreement on behalf of Customer. FOR ALL RENTALS OF EQUIPMENT, EXCEPT THOSE SPECIFICALLY EXCLUDED, YOU MAY EITHER SHOW PROOF OF PROPERTY INSURANCE IN ACCORDANCE WITH INSURANCE REQUIREMENTS AND RENTAL AGREEMENT, OR PURCHASE THE RENTAL PROTECTION, THE PURCHASE OF THE RENTAL PROTECTION PLAN FOR RENTALS OF EQUIPMENT IS NOT MANDATORY AND MAY BE DECLINED IF YOU HAVE PROOF OF ALL RISK PROPERTY INSURANCE AS REQUIRED BY CONTRACT.

Initial here:



Portland

www.rainforrent.com

11035 NE Marx St Portland OR 97220 Phone: 503-262-7246 Fax: 503-262-1299

Fax: 50

Quotation Number: 1059-IND-985205

Application: Genset Materials: N/A Flow: N/A Suction Lift: N/A Friction Loss: N/A Static Head: N/A

*Rain for Rent Cycle = 28 Days.

This quotation has not been flagged as PREVAILING WAGE.

Rental Items

Qty	Unit	Duration	Item	Description	Day	Week	*Cycle	Extension
1	Each	1 *Cycle	RR GENSET	Generator 56 kw	\$321.42	\$785.71	\$2,071.42	\$2,071.42

Rental Sub Total: \$2,071.42

Sub Total: \$2,071.42



Portland

www.rainforrent.com

11035 NE Marx St Portland OR 97220 Phone: 503-262-7246 Fax: 503-262-1299

Quotation Number: 1059-IND-985205

Statement of Work

Background:

Customer requires backup generator for pump station in Detroit, Oregon.

Scope:

Rain for Rent will delivery, return, and rent the equipment outlined in this quote.

References Materials:

Rain for Rent has provided this proposal for equipment as requested and without design criteria or requirements based on customer provided information.

Operating Parameters: 56 kw, 480 V, 3 phase.

Estimated Duration: Based on 28 day "cycle" rental.

Rain for Rent Responsibilities:

-Deliver generator to the City of Detroit treatment plant.

Customer Responsibilities:

- Installation of generator. Customer is responsible for providing power from the generator to any/all components. This included providing the appropriate power cable from the generator to the component and from the transfer switch to the generator.
- Ensure that the application of this system does not damage nearby structures or cause negative impacts to the environment either directly or indirectly.
- Provide the following services and associated materials: Fueling, Filter Changes, Lubricating Oils every 300 hours of service.
- Protect system from damage and malfunction due to temperature or any substance that will cause corrosion, damage or leakage. Customer must provide protection that does not impede system function.

Rain for Rent Exclusions:

- Installation and operation of generator.
- -Power cable for components.
- All design input and services. This system is provided as per customer provided information.
- -Generator maintenance. Field maintenance is available by a Rain For Rent technician upon request, standard mechanic hourly fees apply.

Standard T&M Hourly Rates:

Foreman	\$99 per hour
Installer	\$88 per hour
Mechanic	\$99 per hour
Service Truck	\$32 per hour
Driver	\$96 per hour
Winch Truck	\$56 per hour



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11035 NE Marx St Portland OR 97220 Phone: 503-262-7246 Fax: 503-262-1299

Quotation Number: 1059-IND-985205 <u>Additional Information</u>

This quote is an estimate made in good faith. Actual time and materials will be charged. RENTAL RATES ARE FOR 10 HOURS USE PER DAY, 50 HOURS USE PER WEEK, AND 200 HOURS PER MONTH.

Double shift charged at 1 1/2 times normal rate, and triple shift charged at 2 times normal rate. Total hours of usage will be determined at the end of the rental duration, overtime or double time shift rates will be applied as needed based on hours of usage.

Additional Information:

- If additional equipment is required, additional charges will apply.
- This quote is an estimate made in good faith. Actual time and materials will be charged.
- Product availability, pricing and services are subject to change based on factors out side of Rain For Rents control ie, possible shut downs in manufacturing, shipping, and available work force due to developing Covid-19 health crisis.



Portland

www.rainforrent.com

11035 NE Marx St Portland OR 97220 Phone: 503-262-7246 Fax: 503-262-1299

Quotation Number: 1059-IND-985205

Scope of Agreement

If Customer has entered into a Master Service Agreement with Rain for Rent and there is a conflict between the terms and conditions of this Scope of Agreement and the Customer's Master Service Agreement, then the terms and conditions in the Customer's Master Service Agreement signed by Rain for Rent will prevail.

Availability of products and services is subject to change without notice.

The rental period begins the day the equipment is delivered and continues until returned to originating Rain for Rent facility unless agreed to in writing before the rental period begins. A Cycle is defined as 4 weeks or 28 days which is our standard billing period. The weekly and/or daily rate for equipment quoted will be listed in the products grid when products are eligible for less than cycle rates. Payment terms are net 30 days from invoice date. Interest at the rate of 18% per year shall be charged on any past due invoice.

A Fuel Surcharge will be calculated and invoiced based on the diesel fuel price as published by the Department of Energy on https://www.eia.gov/petroleum/gasdiesel

An Environmental Recovery Fee shall apply to all rental charges invoiced for the duration of the rental pursuant to this quote/Estimate to help offset direct and indirect costs associated with regulatory compliance, obtaining permits, and obtaining licenses. California Air Quality Fee will be added to the cost of diesel pumps used in California only. This is a State mandated fee.

Customer is prohibited from deducting retention from Rain for Rent invoices and charging Rain for Rent liquidated damages.

Customer is responsible for flushing and cleaning tanks, roll off boxes, pipelines, pumps, filters and other Rain for Rent equipment prior to return unless specifically agreed to by both parties in writing.

The Terms and Conditions of the Rain For Rent Rental and Acute Hazardous Waste Agreements, Credit Application/Master Rental & Sales Agreement, Invoice and this Quotation (also known as the Rain for Rent Rental/Sale Estimate as may be referenced in any Master Service Agreement, Blanket Purchase Order, or any other contractual document executed between the parties) contain the complete and final agreement between Rain For Rent and Customer and no other agreement in any way modifying or adding to any of said Terms and Conditions will be binding upon Rain For Rent unless made in writing and signed by a Rain For Rent Corporate Officer or Rain for Rent authorized representative.

The Customer cannot alter the equipment without Rain for Rent's prior written approval. Customer is responsible for equipment, repairs, maintenance and damage, excluding normal wear and tear or damage caused by Rain for Rent. All returned equipment is subject to inspection by Rain for Rent personnel. Damages and accrued rent will be invoiced to Customer while equipment is out of service for repairs. The Customer is responsible for damage caused by reactive, corrosive or abrasive material; including, but not limited to sand, sodium hydroxide, chlorine, and acids. Customer must notify Rain for Rent immediately of any spill so that any necessary repairs to the system can be made and to minimize service interruption. The Customer assumes all risks of loss due to operation and use of the equipment. Customer will provide "all risk" property insurance for rented equipment.

Customer shall pay Rain For Rent additional expenses caused by unforeseen or changing conditions, including, but not limited to, soil, underground conditions, rock formations, environmental conditions, weather events, regulations or restrictions, hard pan, boulders, cesspools, gas lines, water lines, drain pipes, underground electrical conduits or other above ground or underground obstructions.

All equipment rented or used products sold are provided "AS IS, WHERE IS" in their present condition. Rain for Rent makes no warranties, expressed or implied of any kind whatsoever with respect to the equipment or products. Customer agrees that customer is renting equipment or purchasing used products based on their judgment and evaluation, without reliance upon any statements of representations by Rain for Rent, and that Rain for Rent is not responsible for any defects in their operation or for any repairs, parts or services, unless otherwise noted.

All new products sold are provided without warranty beyond the terms of such warranty offered by the manufacturer, if any. Customer must comply with all original manufacturer's terms and conditions for any warranty claims that may arise. Neither Rain for Rent nor the manufacturer warranties the product if it has failed due to corrosion, misuse or damage; (2) it has been altered, repaired or modified in any way that would adversely affect its operation; or (3) it was installed or operated other than in accordance with manufacturer's operating instructions. Products supplied by Rain for Rent are warranted to be free from any defect in workmanship and material under conditions of normal use and service. Rain for Rent's obligation under this warranty is limited to replacing or repairing at the designated manufacturer's or Rain for Rent facility any part or parts returned to it with transportation charges prepaid, which Rain for Rent determines in its sole discretion to be defective.

This Quotation excludes any additional costs to Rain for Rent associated with Owner Controlled Insurance (OCIP) or WRAP insurance programs that will be added to Rain For Rent's prices.

De-watering, Roll-off, Vacuum boxes and similar equipment are not liquid tight. Rentee accepts full responsibility for all losses, damages and costs caused by or arising out of spills, leakage or discharge from this equipment. Rain for Rent will not be held liable for any structural or soils subsidence. This Quotation is valid for 30 days and is subject to credit approval.

Rain for Rent will take every effort to protect our customers and employees. Due to the current pandemic, all quoted equipment and services are subject to delay, change, or unilateral cancelation by Rain for Rent. Please be assured every effort will be made to execute the quote as written. The customer is responsible to inform Rain for Rent of any jobsite hazards, precautions, or entry requirements relating to the Corona Virus prior to Rain for Rent personnel going onsite to perform work or deliver equipment. This includes informing Rain for Rent if anyone at the jobsite has tested positive and provide a list of actions taken to protect Rain for Rent personnel.

RENTAL PROTECTION PLAN PROGRAM AGREEMENT

If you elect to maintain All Risk Property Insurance coverage, and the certificate of insurance You provide to Rain for Rent to evidence Your insurance coverage expires or is cancelled for any reason, You agree Rain for Rent may charge RPP for Your rentals until such time as You provide an acceptable and valid certificate of insurance to Rain for Rent.

This Rental Protection Plan Program Agreement (this "RPP Agreement") is entered into between the undersigned Rentor and Rentee in relation to the Master Rental and Sales Agreement (MRSA) between Rentor and Rentee. If Rentee has checked or initialed, as applicable, the Rental Protection Plan Program (the "RPP Program") box on the quote, then Rentee has opted-in to the RPP Program and this RPPP Agreement shall supplement the MSRA whether or not executed by Rentee. Rentee understands and agrees that the RPP Program is not insurance and that the RPP Program provides only limited coverage, as described below.

- 1. Cost; Deductible; Maximum Coverage; Rentee shall pay a fee equal to 14 percent (14%) of the rental charge for each covered item, which fee shall be listed on each invoice during which period Rentee has opted to participate in the RPP Program. In the event of a Covered Occurrence, as defined below, Rentee shall further be responsible for the lesser of \$500 or 10 percent (10%) of the total loss, as a deductible. The maximum coverage available under the RPP Program is \$150,000 per Covered Occurrence, whether or not there is more than one piece of equipment involved in the occurrence.
- 2. Coverage; The RPP Program provides coverage only for losses involving Covered Equipment, as defined below, in the following instances: fire that was not caused by Rentee's gross negligence or willful misconduct; theft for which a police report was filed, and that occurred despite Rentee's reasonable precautions to protect and secure the covered equipment; and vandalism for which a police report was filed (individually, "Covered Occurrence," and collectively, "Covered Occurrence"). The RPP Program provides coverage only for the following types of equipment: pumps, electric submersible pumps, tanks, generators, light towers, filtration, boxes, heaters, spillguards, safety products, sprinklers, hoses, pipe, valves and fittings ("Covered Equipment"). Coverage does not extend to any equipment not owned by Rentor such as re-rented equipment.
- 3. Exclusions; The RPP program does not cover any equipment or event of loss that is not specifically described in Section 2. Without limiting the foregoing, the RPP Program does not provide coverage for the following: misuse of equipment; willful abuse of equipment; failure to maintain equipment; failure to secure items from theft (including but not limited to failing to store items in a fenced, locked area or failing to maintain personnel on site); damage or theft while in transit to or from a jobsite; corrosion from any source; any damage caused by named storm events; any instance that occurs while the account is not in good standing, such as a default as defined in the MRSA or upon written notice of non-payment; and any occurrence not reported to Rentor within 24 hours after the occurrence. The RPP program does not provide coverage for: electronic equipment (controls, instrumentation, and wiring), flow meters, water meters, wheel wash systems & accessories, Freezesentry items, or tires.
- 4. Claims; All claims must be submitted within 24 hours of the Covered Occurrence. Rentor's mechanic will inspect the equipment following any claim. The mechanic's findings as to the cause of the damage and cost of repair will be final. In the event of a theft or vandalism, Rentee must also provide supporting evidence that the site was secured at the time of loss.

Attachment 3

Quote for Portable Generator for the Breitenbush Pump Station

1059-IND-985261

Quotation Developed Especially for:

Matt DelMaro
HBH Consulting Engineers
2316 Portland Rd
Newberg, OR 97132
Phone:

Prepared on 10/27/2021 by:

Greg Jones Cell: 503-991-1609 11035 NE Marx St Portland OR 97220 Phone: 503-262-7246 Fax: 503-262-1299

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Portland

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11035 NE Marx St Portland OR 97220 Phone: 503-262-7246 Fax: 503-262-1299

Quotation Number: 1059-IND-985261

Prepared By: Greg Jones

Customer: HBH Consulting Engineers

Customer ID: 7062737 Address: 2316 Portland Rd City/State: Newberg, OR 97132 Contact: Matt DelMaro

Office: Fax:

Job Description:

Generator to power 15hp submerible pump.

Location:

Detroit, Oregon

Rental Sub Total: \$1,549.47

Sub Total: \$1,549.47

Date Prepared: 10/27/2021		Valid Until: 11/26/2021	
	(Does Not Include Sales Tax)	Grand Total:	\$3,160.47
Rental Protection - RPP: \$216.93	3	Est. Enviro Recovery Fee Est. Rev Enviro Recovery Fee	\$46.00 -\$0.00
By checking Accept and initialing cost for the above items will be a	customer is acknowledging that the additional dded to the grand total.	Est. Services Est. Air Quality Fee Est. Rev Air Quality Fee	\$29.00 \$0.00 -\$0.00
Accept/Decline: Initial:		Est. Install Labor Est. Removal Labor	\$0.00 \$0.00
Recommended Optional Items - I Recommended Optional Items - S Does not include sale	Sales: \$0.00	Est. Delivery Hauling Est. Pick-up Hauling	\$768.00 \$768.00

By signing this quotation, customer represents that he/she has read and agreed to both the Statement of Work and Scope of Agreement sections, and is also agreeing to the grand total amount listed above, plus any recommended optional items if checked and initialed.

If customer requires a Purchase Order number to process and submit payment, it must be supplied to Rain for Rent at the time of acceptance of this quotation. Please insert Purchase Order number here:

Date

Rental Protection Plan

Customer

Rental Protection Plan
I have received and reviewed the Rental Protection Plan Agreement incorporated as the last page of this estimate. By initialing this paragraph, I understand that I am agreeing to enter into and be bound by the terms of the Rental Protection Plan Program Agreement and that I am authorized to enter into this Agreement on behalf of Customer. FOR ALL RENTALS OF EQUIPMENT, EXCEPT THOSE SPECIFICALLY EXCLUDED, YOU MAY EITHER SHOW PROOF OF PROPERTY INSURANCE IN ACCORDANCE WITH INSURANCE REQUIREMENTS AND RENTAL AGREEMENT, OR PURCHASE THE RENTAL PROTECTION. THE PURCHASE OF THE RENTAL PROTECTION PLAN FOR RENTALS OF EQUIPMENT IS NOT MANDATORY AND MAY BE DECLINED IF YOU HAVE PROOF OF ALL RISK PROPERTY INSURANCE AS REQUIRED BY CONTRACT. Initial here:



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11035 NE Marx St Portland OR 97220 Phone: 503-262-7246 Fax: 503-262-1299

Quotation Number: 1059-IND-985261

Application: Temporary power supply for 15hp sub pump, Materials: Water NA Flow: NA Suction Lift: NA

Friction Loss: NA Static Head: NA

*Rain for Rent Cycle = 28 Days.

This quotation has not been flagged as PREVAILING WAGE.

Rental Items

Qty	Unit	Duration	Item	Description	Day	Week	*Cycle	Extension
1	Each	1 *Cycle	+840505	Genset 20kW	\$258.25	\$516.49	\$1,549.47	\$1,549.47

Rental Sub Total: \$1,549.47

Sub Total: \$1,549.47



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Quotation Number: 1059-IND-985261

OPTIONAL PRODUCTS

Optional Rental Items

Qty	Unit	Duration	Item	Description	Day	Week	*Cycle	Extension
1	Each	28 Day	+670562	Spillguards 6'X10'X8"	\$17.06			\$477.68

Rental Sub Total: \$477.68

Optional Total: \$477.68



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Quotation Number: 1059-IND-985261

Statement of Work

Background:

Due to the recent fires in Detroit, Oregon, the customer requires temporary power to run a 15hp submersible pump as there is no longer power available on location.

Scope:

Rain for Rent will provide the generator quoted, delivery, and pickup at specified location in Detroit, Oregon. The generator selection is based on the customer provided motor I.D. plate. The generator quoted is capable of powering one 15hp, 3 phase, 480V pump. No additional components requiring temporary power were specified by customer at the time this quote was prepared.

References Materials:

Rain for Rent has provided this proposal for equipment as requested and without design criteria or requirements beyond the motor identification information provided.

Estimated Duration:

6 months

Rain for Rent Responsibilities:

- Perform one dedicated delivery, and pick up of generator quoted to the specified location in Detroit, Oregon.

Customer Responsibilities:

- Operation of generator for the entirety of the project,
- Installation (electrical hookup) of generator to power submersible pump.
- Ensure that the application of this system does not damage nearby structures or cause negative impacts to the environment either directly or indirectly.
- Provide the following services and associated materials: Filter Changes, Lubricating Oil, every 300 hours of run time. Upon request, Rain For Rent can schedule field maintenance services at our standard hourly rate.
- Provide fuel for generator for the entirety of the project.
- Protect system from damage and malfunction due to temperature or any substance that will cause corrosion, damage or leakage. Customer must provide protection that does not impede system function.

Rain for Rent Exclusions:

- Installation and operation of generator.
- -Power cable for components.
- All design input and services. This system is provided as per customer provided information.
- -Generator maintenance. Field maintenance is available by a Rain For Rent technician upon request, standard mechanic hourly fees apply.



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Quotation Number: 1059-IND-985261

Standard T&M Hourly Rates:

Foreman \$99 per hour Installer \$88 per hour Mechanic \$99 per hour Service Truck Driver \$96 per hour \$56 per hour \$56 per hour

Additional Information

This quote is an estimate made in good faith. Actual time and materials will be charged. RENTAL RATES ARE FOR 10 HOURS USE PER DAY, 50 HOURS USE PER WEEK, AND 200 HOURS PER MONTH.

Double shift charged at 1 1/2 times normal rate, and triple shift charged at 2 times normal rate. Total hours of usage will be determined at the end of the rental duration, overtime or double time shift rates will be applied as needed based on hours of usage.

Additional Information:

- If additional equipment is required, additional charges will apply.
- This quote is an estimate made in good faith. Actual time and materials will be charged.
- Product availability, pricing and services are subject to change based on factors out side of Rain For Rents control ie, possible shut downs in manufacturing, shipping, and available work force due to developing Covid-19 health crisis.



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Quotation Number: 1059-IND-985261

Scope of Agreement

If Customer has entered into a Master Service Agreement with Rain for Rent and there is a conflict between the terms and conditions of this Scope of Agreement and the Customer's Master Service Agreement, then the terms and conditions in the Customer's Master Service Agreement signed by Rain for Rent will prevail.

Availability of products and services is subject to change without notice.

The rental period begins the day the equipment is delivered and continues until returned to originating Rain for Rent facility unless agreed to in writing before the rental period begins. A Cycle is defined as 4 weeks or 28 days which is our standard billing period. The weekly and/or daily rate for equipment quoted will be listed in the products grid when products are eligible for less than cycle rates. Payment terms are net 30 days from invoice date. Interest at the rate of 18% per year shall be charged on any past due invoice.

A Fuel Surcharge will be calculated and invoiced based on the diesel fuel price as published by the Department of Energy on https://www.eia.gov/petroleum/gasdiesel

An Environmental Recovery Fee shall apply to all rental charges invoiced for the duration of the rental pursuant to this quote/Estimate to help offset direct and indirect costs associated with regulatory compliance, obtaining permits, and obtaining licenses. California Air Quality Fee will be added to the cost of diesel pumps used in California only. This is a State mandated fee.

Customer is prohibited from deducting retention from Rain for Rent invoices and charging Rain for Rent liquidated damages.

Customer is responsible for flushing and cleaning tanks, roll off boxes, pipelines, pumps, filters and other Rain for Rent equipment prior to return unless specifically agreed to by both parties in writing.

The Terms and Conditions of the Rain For Rent Rental and Acute Hazardous Waste Agreements, Credit Application/Master Rental & Sales Agreement, Invoice and this Quotation (also known as the Rain for Rent Rental/Sale Estimate as may be referenced in any Master Service Agreement, Blanket Purchase Order, or any other contractual document executed between the parties) contain the complete and final agreement between Rain For Rent and Customer and no other agreement in any way modifying or adding to any of said Terms and Conditions will be binding upon Rain For Rent unless made in writing and signed by a Rain For Rent Corporate Officer or Rain for Rent authorized representative.

The Customer cannot alter the equipment without Rain for Rent's prior written approval. Customer is responsible for equipment, repairs, maintenance and damage, excluding normal wear and tear or damage caused by Rain for Rent. All returned equipment is subject to inspection by Rain for Rent personnel. Damages and accrued rent will be invoiced to Customer while equipment is out of service for repairs. The Customer is responsible for damage caused by reactive, corrosive or abrasive material; including, but not limited to sand, sodium hydroxide, chlorine, and acids. Customer must notify Rain for Rent immediately of any spill so that any necessary repairs to the system can be made and to minimize service interruption. The Customer assumes all risks of loss due to operation and use of the equipment. Customer will provide "all risk" property insurance for rented equipment.

Customer shall pay Rain For Rent additional expenses caused by unforeseen or changing conditions, including, but not limited to, soil, underground conditions, rock formations, environmental conditions, weather events, regulations or restrictions, hard pan, boulders, cesspools, gas lines, water lines, drain pipes, underground electrical conduits or other above ground or underground obstructions.

All equipment rented or used products sold are provided "AS IS, WHERE IS" in their present condition. Rain for Rent makes no warranties, expressed or implied of any kind whatsoever with respect to the equipment or products. Customer agrees that customer is renting equipment or purchasing used products based on their judgment and evaluation, without reliance upon any statements of representations by Rain for Rent, and that Rain for Rent is not responsible for any defects in their operation or for any repairs, parts or services, unless otherwise noted.

All new products sold are provided without warranty beyond the terms of such warranty offered by the manufacturer, if any. Customer must comply with all original manufacturer's terms and conditions for any warranty claims that may arise. Neither Rain for Rent nor the manufacturer warranties the product if it has failed due to corrosion, misuse or damage; (2) it has been altered, repaired or modified in any way that would adversely affect its operation; or (3) it was installed or operated other than in accordance with manufacturer's operating instructions. Products supplied by Rain for Rent are warranted to be free from any defect in workmanship and material under conditions of normal use and service. Rain for Rent's obligation under this warranty is limited to replacing or repairing at the designated manufacturer's or Rain for Rent facility any part or parts returned to it with transportation charges prepaid, which Rain for Rent determines in its sole discretion to be defective.

This Quotation excludes any additional costs to Rain for Rent associated with Owner Controlled Insurance (OCIP) or WRAP insurance programs that will be added to Rain For Rent's prices.

De-watering, Roll-off, Vacuum boxes and similar equipment are not liquid tight. Rentee accepts full responsibility for all losses, damages and costs caused by or arising out of spills, leakage or discharge from this equipment. Rain for Rent will not be held liable for any structural or soils subsidence. This Quotation is valid for 30 days and is subject to credit approval.

Rain for Rent will take every effort to protect our customers and employees. Due to the current pandemic, all quoted equipment and services are subject to delay, change, or unilateral cancelation by Rain for Rent. Please be assured every effort will be made to execute the quote as written. The customer is responsible to inform Rain for Rent of any jobsite hazards, precautions, or entry requirements relating to the Corona Virus prior to Rain for Rent personnel going onsite to perform work or deliver equipment. This includes informing Rain for Rent if anyone at the jobsite has tested positive and provide a list of actions taken to protect Rain for Rent personnel.

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This Rental Protection Plan Program Agreement (this "RPP Agreement") is entered into between the undersigned Rentor and Rentee in relation to the Master Rental and Sales Agreement (MRSA) between Rentor and Rentee. If Rentee has checked or initialed, as applicable, the Rental Protection Plan Program (the "RPP Program") box on the quote, then Rentee has opted-in to the RPP Program and this RPPP Agreement shall supplement the MSRA whether or not executed by Rentee. Rentee understands and agrees that the RPP Program is not insurance and that the RPP Program provides only limited coverage, as described below.

- 1. Cost; Deductible; Maximum Coverage; Rentee shall pay a fee equal to 14 percent (14%) of the rental charge for each covered item, which fee shall be listed on each invoice during which period Rentee has opted to participate in the RPP Program. In the event of a Covered Occurrence, as defined below, Rentee shall further be responsible for the lesser of \$500 or 10 percent (10%) of the total loss, as a deductible. The maximum coverage available under the RPP Program is \$150,000 per Covered Occurrence, whether or not there is more than one piece of equipment involved in the occurrence.
- 2. Coverage; The RPP Program provides coverage only for losses involving Covered Equipment, as defined below, in the following instances: fire that was not caused by Rentee's gross negligence or willful misconduct; theft for which a police report was filed, and that occurred despite Rentee's reasonable precautions to protect and secure the covered equipment; and vandalism for which a police report was filed (individually, "Covered Occurrence," and collectively, "Covered Occurrence"). The RPP Program provides coverage only for the following types of equipment: pumps, electric submersible pumps, tanks, generators, light towers, filtration, boxes, heaters, spillguards, safety products, sprinklers, hoses, pipe, valves and fittings ("Covered Equipment"). Coverage does not extend to any equipment not owned by Rentor such as re-rented equipment.
- 3. Exclusions; The RPP program does not cover any equipment or event of loss that is not specifically described in Section 2. Without limiting the foregoing, the RPP Program does not provide coverage for the following: misuse of equipment; willful abuse of equipment; failure to maintain equipment; failure to secure items from theft (including but not limited to failing to store items in a fenced, locked area or failing to maintain personnel on site); damage or theft while in transit to or from a jobsite; corrosion from any source; any damage caused by named storm events; any instance that occurs while the account is not in good standing, such as a default as defined in the MRSA or upon written notice of non-payment; and any occurrence not reported to Rentor within 24 hours after the occurrence. The RPP program does not provide coverage for: electronic equipment (controls, instrumentation, and wiring), flow meters, water meters, wheel wash systems & accessories, Freezesentry items, or tires.
- 4. Claims; All claims must be submitted within 24 hours of the Covered Occurrence. Rentor's mechanic will inspect the equipment following any claim. The mechanic's findings as to the cause of the damage and cost of repair will be final. In the event of a theft or vandalism, Rentee must also provide supporting evidence that the site was secured at the time of loss.

Attachment 4 Quote and Cut Sheet for a Manual Transfer Switch at the Breitenbush Pump Station

Northside Electric

Proposal

To:	HBH Consulting Engineers	Email/Fax:	mdelmoro@hbh-consulting.com PH# 503-554-9553
Date:	October 22, 2021	Proposal:	NS-12342
Address:	501 East First Street Newberg, OR 97132	Re:	Breitenbush Pump Station Manual Transfer Switch 480v 3 Phase 60 amps

We hereby propose to furnish all labor, material, necessary to provide for the installation below in accordance with the following specifications and subject to the conditions stated on page 2 of this proposal.

Including:

480v 3 Phase Manual Transfer Switch:

- Provide and install (1) NEMA 3R 3-pole double throw 600 volt 60 amp non fused switch adjacent to the existing 60 amp fused service disconnect to be utilized as a manual transfer switch until permanent utility's are installed
- See attached cut sheet of the proposed switch
- Provide electrical permit

Price: \$3,295.00

Notes:

- Rotation will need to be verified when a generator is hooked up. This pump could be damaged if it spins backwards it's a ratcheting type that can only spin one way.
- Wiring from a portable generator would be wired directly to the new switch with generator cord

If you have any questions with the above stated proposal or you wish to proceed with the work described please contact us at servicedept@northsideelectric.com or call and ask for our service dispatcher. We thank you for the opportunity to offer our services to you.

Sign and return one copy of this proposal before work can begin. Thank You.

Submitted By: _	Nate Scharer	Date:10/22/2021
Accepted By:		Date:

Terms and Conditions

- 1. WIRING STANDARD: All workmanship and materials are to comply with the requirements of the National Electrical Code and the applicable local ordinances and the electrical plans and specifications specifically applicable to the job.
- 2. SCOPE OF WORK: Unless specifically stated otherwise in this proposal, the scope of work covered by this proposal is limited to that work specifically covered by the electrical drawings and the electrical section of the specifications.
- 3. LIGHTING FIXTURES: Unless specifically included in the electrical drawings and the electrical section of the specifications or specifically stated in this proposal, the furnishings and installing of electrical lighting fixtures and lamps are not included in this proposal.
- 4. ADDITIONAL WORK OR CHANGES: Additional work or changes may be ordered in writing by the customer at any time, for which the customer agrees to pay in addition to the contract price named herein at a price agreed upon or at our regular rates for time and material work.
- 5. WRITTEN CHANGE ORDERS: The electrical contractor shall receive written orders for all additional work or changes signed by an authorized person before proceeding with such extra work or changes.
- 6. PAYMENTS FOR ADDITIONAL WORK OR CHANGE ORDERS: Payments for additional work and changes shall be made under the same terms and conditions as are embodied in the original contract.
- 7. CONTRACT PAYMENTS: The electrical contractor shall not be required to proceed with the installation of the work if the payments applying on same have not been made as specified in the contract.
- 8. UNAVOIDABLE INTERRUPTIONS: It is hereby mutually agreed that the electrical contractor shall not be held responsible or liable for any loss, damage or delay caused by fire, strikes, civil or military authority or any other cause beyond his control.
- 9. CHARGES TO THE ELECTRICAL CONTRACTOR: The electrical contractor shall not be liable for any drywall repair and painting required due to nature of installation, charges for temporary wiring, electrical energy, heat, job cleanup, hoisting, job telephone, job office or storage space, etc., unless specifically so stated in this proposal.
- 10. LIQUIDATED DAMAGES: The electrical contractor shall not be liable for any charges for liquidated damages resulting from delay in completion of the work caused by factors beyond his control.
- 11. TRANSFER OF TITLE: If the customer disposes of real estate by sale or otherwise, the full amount remaining unpaid on this contract becomes due at once and payable within 48 hours after date of such disposal.
- 12. ARBITRATION: Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and Judgment upon the award rendered may be entered in any Court having jurisdiction thereof. Monetary damage awards shall include appropriate interest, and reasonable attorney's fees may be awarded to the prevailing party.
- 13. DEFAULT: In case of default, reasonable attorney's fees and/or other collection the defaulting party in addition to other amounts due will pay costs incurred by the other party.

8-18 Switching Devices Safety Switches

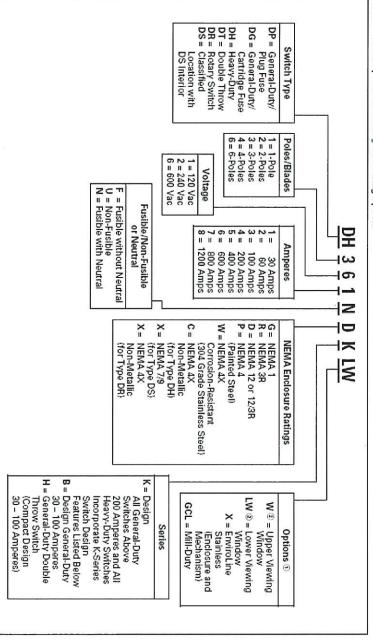
February 2007

7

Product Selection

Product Selection

Table 8-38. Safety Switch Catalog Numbering System



See Pages 8-8 through 8-11 for additional Flex Center options.
 Effective August 2003, 30 – 100 ampere window switches are replaced by a full view window which allows blade position verification and blown fuse indication. See Page 8-37 for catalog numbers.

Note: This table is intended for use in breaking down existing catalog numbers. It is not intended for building new catalog numbers.

February 2007

Product Selection

240 Vac Heavy-Duty, Fusible, Non-Fusible, Double Throw

Specifications

- 30 800 amperes.
- Horsepower rated.
- Suitable for service entrance use with neutral kit installed.
- Suitable for use as a manually operated switch per 2005 NEĆ Article 702.
- Fusible and non-fusible.
- UL listed File No. E5239.
- For factory modifications, refer to Pages 8-8 through 8-11.



DT363URK



DT363FGK

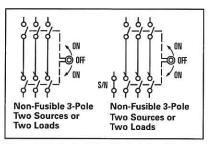


Figure 8-10. Typical Non-Fusible Double **Throw Schematic Diagram**

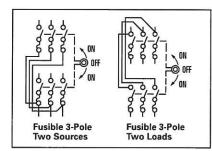


Figure 8-11. Typical Fusible Double Throw **Schematic Diagram**

Table 8-46. Fusible

Ampere	Fuse	Maximu	m Horsep	ower Ratii	ngs with T	īme Delay	/ Fuses		NEMA 1 Enclosur	e	NEMA 3R Enclose	ıre
Rating	Class	Single-P	hase ac		3-Phase	ac		dc	Indoor		Rainproof	
Main and Provision Standby	240 Volt	480 Volt	It 600 Volt 240 Volt 480 Volt 600 Volt 2		250 V	Catalog Number	Price U.S. \$	Catalog Number	Price U.S. \$			
2-Pole — 240	Vac 250 V	dc					•	•	2			ke .
200	Н	15	_	_	-	_	_	40	DT224FGK		DT224FRK	
3-Pole — 240	Vac — 250 V	dc	**						•	ut-		
30	Н	3	_	—	7-1/2	_	_	5	DT321FGK		DT321FRK	6.1
60	H	10	-	·—·	15	_	_	10	DT322FGK		DT322FRK	
100	H	15	_	_	30	_	_	20	DT323FGK	1	DT323FRK	
200	H	15	_	_	60	_	-	40	DT324FGK		DT324FRK	1
400	H	_	_	_	125	_	.—.	50	DT325FGK	0	DT325FRK	
600 ①	T	-	_	-	50	_	_	50	DT326FGK		DT326FRK	

① Only available for use with fast acting fuses. Standard hp rating is shown.

Table 8-47 Non-Fusible

Ampere Rating	Maximu	m Horsep	ower Ratio	ngs				NEMA 1 Enclosur	e	NEMA 3R Enclose	ıre
Main and	Single-P	hase ac		3-Phase	ac		dc	Indoor		Rainproof	
Standby	240 Volt	480 Volt	600 Volt	240 Volt	480 Volt	600 Volt	250 V	Catalog Number	Price U.S. \$	Catalog Number	Price U.S. \$
Non-Fusible 2-Pole —	- 240 Vac — 2	50 Vdc									
30	3	_	_	_	_	_	5	DT221UGK		4	
60	10	_	_	_	_	_	10	DT222UGK		④	
100	20	_	-	l—	-	-	20	DT223UGK		4	
200	15	_	_	_	_	_	40	DT224UGK		DT224URK	
400	<u> </u>	_	_	_	_	_	50	DT225UGK	1	DT225URK	
600	_	_	_	_	_		_	DT226UGK		④	
Non-Fusible 3-Pole —	- 240 Vac — 2	50 Vdc									
30	3	_		10	_	_	5	DT321UGK		•	
60	10	_	_	20	_	_	10	DT322UGK		④	
100	20	_	_	40	_	_	20	DT323UGK		DT323URK	
200	15	_	():	60	_	_	40	DT324UGK		DT324URK	
400	_	_	_	125	_	_	50	DT325UGK		DT325URK	
600	-	_	-	125	_	_	50	DT326UGK	i i	④	
800	-	_	-	125	_	-	50	DT327UGK 23		4	
800		I —	_	125	_		50	DT327UGK-N		④	

② WARNING! Switch is not approved for service entrance.

Note: UL listed switching neutral capability is available on 3-pole and 4-pole non-fusible double throw switches with the installation of the proper bonding kit shown on Page 8-5. See Page 8-10 for factory installation from the Flex Center.

³ Field installable neutral kit is not available. If a neutral is required, order the catalog number shown in the table with "N" suffix.

[©] Contact the Safety Switch Flex Center (1-888-329-9272) for availability of this product.

Switching Devices Safety Switches

February 2007

Product Selection

600 Vac Heavy-Duty, Fusible, Non-Fusible, Double Throw

Table 8-48. Fusible

Ampere Rating Main and Standby	Fuse Class Provision	Maximum Horsepower Ratings with Time Delay Fuses					NEMA 1 Enclosure Indoor		NEMA 3R Enclosure Rainproof		NEMA 12 Enclosure Industrial, Dust-tight		NEMA 4X Enclosure Corrosion-Resistant,	
		Single-Phase ac		3-Phase ac		dc	dc						Stainless Steel	
		480 Volt	600 Volt	480 Volt	600 Volt	250 Volt	Catalog Number	Price U.S. \$	Catalog Number	Price U.S. \$	Catalog Number	Price U.S. S	Catalog Number	Price U.S. \$
-Pole — 60	00 Vac — 250	0 Vdc												
30 60	H	7-1/2 20	10 25	15 30	20 50	_	DT361FGK DT362FGK		0	l)	0		DT361FWK DT362FWK	
100 200	H	30 50	40 50	60 125	75 150	_ 40	DT363FGK DT364FGK		DT363FRK DT364FRK	1	0		DT363FWK DT364FWK	
400	Т	_	-	250	350	50	DT365FGK		DT365FRK		0		DT365FWK	

① Contact the Safety Switch Flex Center (1-888-329-9272) for availability of this product.

Table 8-49. Non-Fusible

Ampere Rating Main and Standby	Maximu	m Horsep	ower Rati	ngs		NEMA 1 Enclosure		NEMA 3R Enclo	sure	NEMA 12 Enclosure		NEMA 4X Enclosure	
	Single-Phase ac		3-Phase ac		dc	Indoor		Rainproof		Industrial, Dust-tight		Corrosion-Resistant, Stainless Steel	
	480 Volt	600 Volt	480 Volt	600 Volt	250 Volt	Catalog Number	Price U.S. \$	Catalog Number	Price U.S. \$	Catalog Number	Price U.S. \$	Catalog Number	Price U.S. \$
2-Pole — 60	00 Vac — 2	50 Vdc											
30	7-1/2	10	_	_	5	DT261UGK		①		-		_	
60	20	25		_	10	DT262UGK		3		_		_	
100	40	50	_	_	20	DT263UGK		3		_		_	
200	50	50	_		40	DT264UGK ②		DT264URK ②		_		_	
400	_	_	_	_	50	DT265UGK		DT265URK		_			
600	_	_	_	_	50	DT266UGK		DT266URK		_		_	
3-Pole — 60	00 Vac — 2	50 Vdc											
30	7-1/2	10	20	30	5	DT361UGK		DT361URK		DT361UDK ®		DT361UWK	
60	20	25	50	60	10	DT362UGK		DT362URK		DT362UDK ®		DT362UWK	
100	40	50	75	100	20	DT363UGK		DT363URK		DT363UDK ®		DT363UWK	
200	50	50	125	150	40	DT364UGK		DT364URK		DT364UDK ®		DT364UWK	
400	_	_	250	350	50	DT365UGK		DT365URK		DT365UDK ©①		DT365UWK	
600	-	_	250	350	50	DT366UGK	l	DT366URK		36		3	
800	_	-	250	350	50	DT367UGK @3	1	DT367URK @®		36		3	
800	_	-	250	350	50	DT367UGK-N		DT367URK-N		36		3	
4-Pole — 60	00 Vac — 2	50 Vdc @											
30	7-1/2	10	20	30	5	③		DT461URK		3		3	
60	20	25	50	60	10	3		DT462URK		3		3	
100	40	50	75	100	20	3		DT463URK		3		3	
200	_	50	125	150	40	DT464UGK	l	DT464URK		3		3	
400	_	-	250	350	50	DT465UGK	l	DT465URK		3		3	
600	_	_	250	350	50	DT466UGK		DT466URK		3		3	
800	_	-	250	350	50	DT467UGK		DT467URK		3		3	
6-Pole — 60	0 Vac 2	50 Vdc ④						×		*			•
30	7-1/2	10	15	30	5	①		DT661URK		3		3	
60	20	25	50	60	10	③	l	DT662URK		3		3	
100	40	50	75	100	20	①		DT663URK		3		3	

[®] Rated 600 Vdc, 50 hp in addition to ratings shown in table.

Note: UL listed switching neutral capability is available on 3-pole and 4-pole non-fusible double throw switches with the installation of the proper bonding kit shown on Page 8-5. See Page 8-10 for factory installation from the Flex Center.

① Contact the Safety Switch Flex Center (1-888-329-9272) for availability of this product.

WARNING! Switch is not approved for service entrance.

³ Field installable neutral kit is not available. If a neutral is required, order the catalog number shown in the table with "N" suffix.

[®] NEMA 12 enclosures (30 - 1200 amperes) can be field modified to meet NEMA 3R rainproof requirements when a factory provided drain hole is opened.

① Also available in 240 Vac catalog number DT325UDK.

8

Product Selection

240 Vac General-Duty, Non-Fusible, Compact Design, Double Throw

Specifications

- 30 100 amperes.
- Suitable for service entrance use with neutral kit installed.
- Suitable for use as a manually operated switch per 2005 NEĆ Article 702.
- Non-fusible.
- UL listed File No. E5239.



DT223URH-N Compact Design

Table 8-50. Non-Fusible

Ampere Rating	NEMA 3R Enclosure Rainproof				
Main and Standby	Catalog Number	Price U.S. S			
Von-Fusible 2	-Pole — 240 Vac				
30	DT221URH	l l			
60	DT222URH	- 1			
	DT223URH				

Non-Fusible 2-Pole, 3-Wire — 240 Vac-**Solid Neutral**

30	DT221URH-N	
60	DT222URH-N	
100	DT223URH-N	

240 Vac General-Duty, Non-Fusible, **Double Throw**

Specifications

- 30 400 amperes.
- Horsepower rated.
- Suitable for service entrance use with neutral kit installed.
- Suitable for use as a manually operated switch per 2005 NEC Article 702.
- Non-fusible.
- UL listed File No. E5239.
- Quick-make, quick-break operating mechanism.



DT224URK-NPS

Table 8-51. Non-Fusible

Ampere	Maximu	m Horsepo	ower Ratio	NEMA 3R Enclosure					
Rating	Single-P	hase ac		3-Phase	ac		dc	Rainproof	
Main and Standby	240 Volt	480 Volt	600 Volt	240 Volt	480 Volt	600 Volt	250 Volt	Catalog Number	Price U.S. \$
Von-Fusible	2-Pole —	240 Vac —	- 250 Vdc						•
30	3	_	_	_	_	_	5	DT221URKPS	
60	10	_	_	_	_	_	10	DT222URKPS	
100	20	_	_	_	_	_	20	DT223URKPS	
200	15	-	_	_	_	_	40	DT224URKPS	
400	_	_	_	_	_		50	DT225URKPS	
Non-Fusible	2-Pole, 3-	Wire — 24	0 Vac — 2!	50 Vdc, Sol	id Neutral				
30	3	-	e e	_	_	_	5	DT221URK-NPS	
60	10	_	_	_	_	_	10	DT222URK-NPS	
100	20	_	_	_	_	_	20	DT223URK-NPS	l
200	15	_	_	_	_	_	40	DT224URK-NPS	
400		_	_	_			50	DT225URK-NPS	

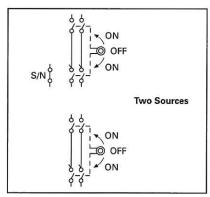


Figure 8-12. Typical General-Duty Double Throw Schematic Diagrams (with and without factory installed neutral)

8

Product Selection

Typical Fuse Dimensions

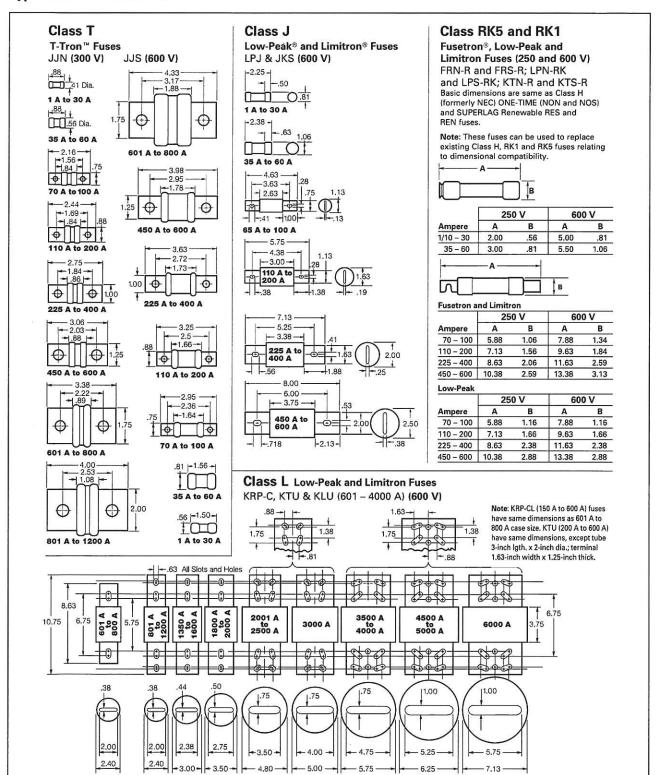


Figure 8-8. Typical Fuse Dimensions in Inches

Note: For typical fuse dimensions in millimeters, see Figure 8-9 on Page 8-23.

ETTON

Product Selection

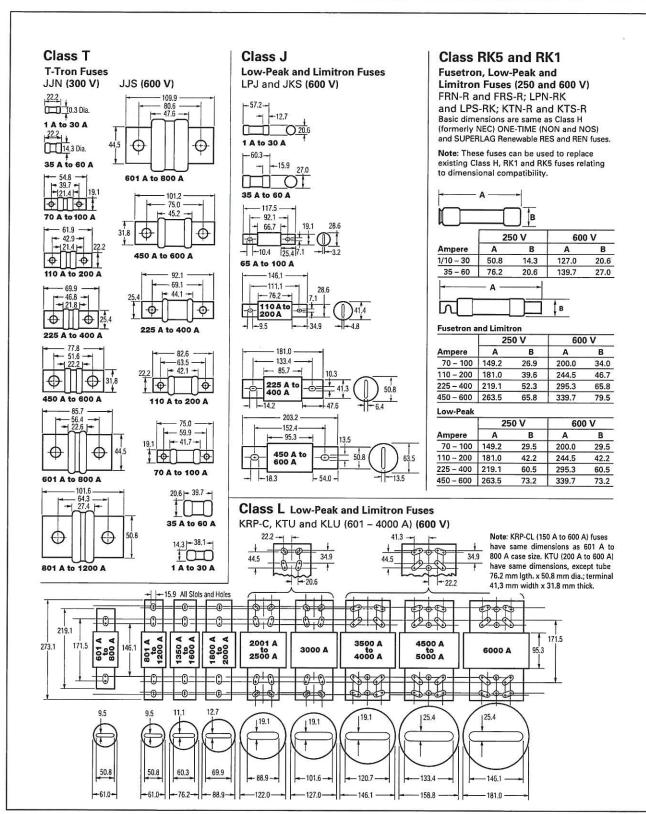


Figure 8-9. Typical Fuse Dimensions in Millimeters

Note: For typical fuse dimensions in inches, see Figure 8-8 on Page 8-22.

Switching Devices Safety Switches

FATON

February 2007

Technical Data and Specifications

Dimensions

Table 8-29. General-Duty, Non-Fusible, 240 Volt, 2-Pole Solid Neutral, Double Throw, Compact Design

Ampere Rating	NEMA 3R								
	Dimensions in	Weight							
	Height (H)	Width (W)	Depth (D)	Depth (D2)	Lbs (kg)				
30	14.69 (373.1)	9.63 (244.6)	10.81 (274.6)	5.23 (132.8)	12 (5.5)				
60	14.69 (373.1)	9.63 (244.6)	10.81 (274.6)	5.23 (132.8)	12 (5.5)				
100	14.69 (373.1)	9.63 (244.6)	10.81 (274.6)	5.23 (132.8)	12 (5.5)				

Table 8-30. General-Duty, Non-Fusible, 240 Volt, 2-Pole Solid Neutral, Double Throw, Quick-Make, Quick-Break Design

Ampere Rating	NEMA 3R								
	Dimensions in	Weight							
	Height (H)	Width (W) Depth (D)		Depth (D2)	Lbs (kg)				
30	24.63 (625.6)	11.94 (303.3)	9.88 (251.0)	5.38 (136.7)	34 (15.4)				
60	24.63 (625.6)	11.94 (303.3)	9.88 (251.0)	5.38 (136.7)	34 (15.4)				
100	24.63 (625.6)	11.94 (303.3)	9.88 (251.0)	5.38 (136.7)	34 (15.4)				
200	37.38 (949.5)	19.56 (496.8)	11.25 (285.8)	6.10 (154.9)	80 (36.3)				
400	53.81 (1366.8)	23.13 (587.5)	12.50 (317.6)	8.88 (225.6)	140 (63.6)				

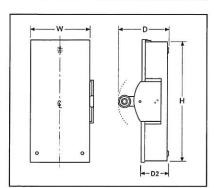


Figure 8-3. NEMA 3R 30 – 400 Amperes General-Duty Non-Fusible Double Throw

0

February 2007

Technical Data and Specifications

Dimensions

Note: Dimensions are for estimating purposes only.

Table 8-33. Heavy-Duty, Non-Fusible, 240 Volt and 600 Volt, 3-Pole, Double Throw

Ampere	NEMA 1	1, 3R				NEMA 12, 4X Stainless Steel				
Rating	Dimens	Dimensions in Inches (mm)				Dimensions in Inches (mm)				Weight
	Width (W)	Height (H)	Depth (D)	Depth (D2)	Lbs (kg)	Width (W)	Height (H)	Depth (D)	Depth (D2)	Lbs (kg)
30	11.94	24.63	9.88	5.38	34	12.00	25.88	10.25	5.50	60
	(303.3)	(625.6)	(251.0)	(136.7)	(15.436)	(304.8)	(657.4)	(260.4)	(139.7)	(27.24)
60	11.94	24.63	9.88	5.38	34	12.00	25.88	10.25	5.50	60
	(303.3)	(625.6)	(251.0)	(136.7)	(15.436)	(304.8)	(657.4)	(260.4)	(139.7)	(27.24)
100	11.94	24.63	9.88	5.38	34	12.00	25.88	10.25	5.50	60
	(303.3)	(625.6)	(251.0)	(136.7)	(15.436)	(304.8)	(657.4)	(260.4)	(139.7)	(27.24)
200	19.56	37.38	11.25	6.10	80	19.50	41.00	11.63	6.48	105
	(496.8)	(949.5)	(285.8)	(154.9)	(36.32)	(495.3)	(1041.4)	(295.4)	(164.6)	(47.67)
400	23.13	53.81	12.50	7.25	140	23.00	57.50	12.50	7.25	185
	(587.5)	(1366.8)	(317.5)	(184.2)	(63.56)	(584.2)	(1460.5)	(317.5)	(184.2)	(83.99)
600	24.13 (612.9)	63.31 (1608.1)	14.13 (358.9)	8.88 (225.6)	175 (79.45)	(1)	_	_	_	_
800	24.13 (612.9)	63.31 (1608.1)	14.13 (358.9)	8.88 (225.6)	175 (79.45)	_	_	-	-	-

Table 8-34. Heavy-Duty, Fusible, 240 Volt and 600 Volt, 3-Pole, Double Throw

Ampere	NEMA 1	I, 3R				NEMA 12, 4X Stainless Steel				
Rating	Dimens	Dimensions in Inches (mm)				Dimens	ions in Inch	ies (mm)		Weight
	Width (W)	Height (H)	Depth (D)	Depth (D2)	Lbs (kg)	Width (W)	Height (H)	Depth (D)	Depth (D2)	Lbs (kg)
30	11.94	36.63	9.88	5.38	44	12.00	39.81	10.25	5.50	45
	(303.3)	(930.4)	(251.0)	(136.7)	(19.976)	(304.8)	(1011.2)	(260.4)	(139.7)	(20.43)
60	11.94	36.63	9.88	5.38	44	12.00	39.81	10.25	5.50	45
	(303.3)	(930.4)	(251.0)	(136.7)	(19.976)	(304.8)	(1011.2)	(260.4)	(139.7)	(20.43)
100	11.94	36.63	9.88	5.38	44	12.00	39.81	10.25	5.50	45
	(303.3)	(930.4)	(251.0)	(136.7)	(19.976)	(304.8)	(1011.2)	(260.4)	(139.7)	(20.43)
200	19.56	50.88	11.25	6.10	95	19.56	55.63	11.63	6.46	100
	(496.8)	(1292.4)	(285.8)	(154.9)	(43.13)	(496.8)	(1413.0)	(295.4)	(164.1)	(45.4)
400	25.38	74.75	14.13	8.88	230	25.38	74.75	14.13	8.92	260
	(644.7)	(1898.7)	(358.9)	(225.6)	(104.42)	(644.7)	(1898.7)	(358.9)	(226.6)	(118.04)
600	27.44 (697.0)	86.13 (2187.7)	14.13 (358.9)	8.88 (225.6)	320 (145.28)	_	_	-		-

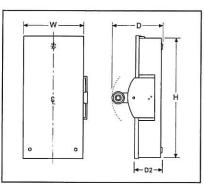


Figure 8-6. NEMA 1-3R Double Throw 30 – 800 Amperes

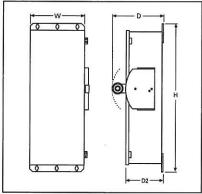


Figure 8-7. NEMA 12-4X Double Throw 30 – 400 Amperes



Date: October 28, 2021

To: City of Detroit City Council

From: McRae Carmichael, Associate Planner MWVCOG

RE: Clarifications/discussion on Ordinance 266 and transitional housing

Background

On October 26, 2021, the Planning Commission at their regularly scheduled meeting held a work session to discuss Ordinance 266 at the request of the Detroit City Council See attached Planning Commission memo.

The Planning Commission reviewed adopted ordinance 266 with special attention to:

- current transitional housing permit, and
- accessory structures.

The Commissioners asked several questions of staff and resolved that Ordinance 266:

- Allows property owners to obtain a Transitional Housing Permit to live in an RV on their property for 24 months, with up to (2), 12 month extensions, if approved by the City Recorder.
- Allows property owners to build an accessory structure prior to a primary structure with the requirement that a primary structure be built prior to the sunset of ORD 266.

The Planning Commission also heard from the public citizens in support of permitting accessory structures without a primary structure as a change in the current ordinance and development code.

The Planning Commission made a motion: no action is required at this time to amend the ordinance. The motion passed 5 yes, 2 no. The determination was made that ORD 266 allows property owners the ability to live on their property now in an RV and allows them to erect a structure if they wish. This is a temporary provision that can be revisited next year to see how

the community is doing and the ordinance is already set to sunset on September 8, 2025. At the sunset of ORD 266, Temporary Housing Permits will be closed, and accessory structures will have to be removed if a primary structure has not been built. The two no votes expressed concerns regarding the accessory structure provision and allowing property owners to build structures that can remain after the sunset of this Ordinance.

There does seem to be some confusion over who this Ordinance applies to and the language in the Ordinance is unclear. Attached please find the Transitional Housing Permit which requires "Proof of Loss or other evidence that subject property was impacted by the Fire." Although the language in the Ordinance could be more clear that the Ordinance is intended for only properties impacted by the fire, this requirement in the permit affirms the Planning Commission and City Council intention when the ordinance was adopted to be only intended for properties impacted by the fire.

a. The use of a self-contained recreational vehicle is for emergency/transitional housing, in response to the Beachie Creek and Lionshead wildfires. The RV use as a temporary residence is permitted as follows:

Issue

Staff and the Planning Commission seek resolution/clarification from the Detroit City Council on the following: .

- 1. What does the Council anticipate for property owners who build an accessory structure with no intention of building a primary or removing the accessory structure?
 - a. By allowing accessory structures through Ordinance 266, the City has the potential for enforcement issues after September 8, 2025. Has the Council thought about this and how do they believe this should be managed?
- 2. Is there criteria Council would like staff to follow when someone requests a renewal for a transitional housing permit?

At the October 26th Planning Commission meeting, it was suggested that the City Council discuss and provide clarification to the Planning Commission on their recommendation/interpretation of ORD 266 and outlined above and conduct outreach to all property owners to ensure they are aware of the permitting requirements for both Transitional Housing Permits and Accessory Structures permitted by Ordinance 266. If an amended Ordinance or additional guidance is needed, staff will bring this back to City Council at a future date.



P.O. Box 589 Detroit, Oregon 97342 (503)854-3496

TRANSITIONAL HOUSING: RECREATIONAL VEHICLE PERMIT

THE ISSUANCE OF A PERMIT FOR TEMPORARY OCCUPANCY OF A RECREATIONAL VEHICLE SHALL NOT CONSTITUTE A WAIVER OF APPLICABLE LAND USE LAWS AND REGULATIONS OR ANY OTHER ORDINANCE OF THE CITY.

ApplicantsName(s):	
Permanent Address:	Phone:
Property Owner(s) Name:(if different)	Phone:
Address of Proposed Site:	
Beginning date of use: (Applicant is allowed to have a permit for 24 mogranted upon written request.)	nths. Two (2), 12- month extension may be

A COMPLETED APPLICATION MUST INCLUDE

- 1. A site plan showing the location of the RV and other buildings/structures on the property.
- 2. Permit Fee of \$100. A fee of \$50 is required for an extension request. This fee is waived for residence that this is their primary residence.
- 3. Proof of Loss or other evidence that subject property was impacted by the Fire.
- 4. RV location must comply with all other development standards of the base zone and DDC 3.6.3
- 5. Evidence for electrical, water and sewer utility for the RV vehicle.

The applicant/property owner agrees

1. One recreational vehicle may be used for emergency housing on each legal buildable lot, except as permitted.

		,	

- 2. No recreational vehicle may be occupied until after an application has been approved by the City Recorder and required building, plumbing and/or electrical permit(s) have been issued by the County and approved after final inspection.
- 3. A recreational vehicle may be occupied for a period of up to twenty-four (24) months. Upon written request, the City Recorder may grant not more than two (2) -twelve (12) month extension for a recreational vehicle to be used for emergency housing.
- 4. RV must be parked at least five (5) feet from the front, side, and rear property lines.
- RV may be connected to the owner or lessee power with a Marion County Public Works Department, Building Inspection Program approved RV connection box ONLY.
- 6. RV may be self-contained; however, and grey water holding tanks shall be emptied at only at an authorized RV dump station.
- 7. Recreational Vehicle shall not be connected to the septic/sewer without proof of a Septic Authorization Notice from Marion County Public Works Department. Discharge of "grey water" and/or toilet facilities directly onto the ground is prohibited.

The applicant/property owner shall agree in writing that upon the expiration of the Transitional Housing permit, he/she/they shall remove the recreational vehicle from the lot within thirty (30) days.

Applicants Signature:	Date:
Property Owners Signature:	Date:
Issued by City of Detroit Recorder Date Renewal	

			é	



P.O. Box 589 Detroit, Oregon 97342 (503)854-3496

<u>Date</u>: October 19, 2021

<u>To</u>: City of Detroit Planning Commission

<u>From</u>: McRae Carmichael, Associate Planner MWVCOG <u>RE</u>: Ramada's, accessory structures, and Ordinance 266

On February 23, 2021, City Council passed an emergency Ordinance 266 in response to the September 2020 Wildfires. This ordinance was intended to provide some flexible short term options to property owners in Detroit.

There are three main components of ORD 266 which sunsets September 2025.

- 1. Transitional Housing Permit to allow property owners to have an RV on their property for a longer period than DDD 3.6.3 currently permits for those impacted by the fire,
- 2. It allows property owners to rebuild homes to non-conforming development standards if their home was destroyed by the fire.
- 3. Permits property owners to build an accessory structure prior to a primary residence being built.
 - a. This provision requires a primary structure be permitted and/or constructed by the sunset of the ordinance.

At City Council meeting on October 5, Council heard testimony from residents and received written testimony (see attachments) requesting the Council consider allowing ramada's and other accessory structures for RV's. The council made a motion directing the Planning Commission to review Section 2.4 of the Ordinance, requiring necessary permits be obtained from the City Recorder and Marion County building permit, plumbing and electrical. The Council expressed concerns that this requirement is cumbersome on property owners who are working through the various permitting requirements to rebuild.

On October 11, Council held a special session and planning staff attended to further clarify the request to the Planning Commission. Concern was expressed that property owners be able to stay in their RV year round. In reviewing Ord 266, property owners can reside in their RV if they obtain a transitional housing permit. Discussion was had with Council and staff and

		,

clarified that property owners who obtain this permit may reside in an RV for up to two years if they receive an extension.

Council also sited concerns for property owners to invest in an accessory structure that will ultimately have to be removed if a primary structure is not built, to comply with the code when this Ordinance sunsets. The expressed concern is property owners who are trying to build or rebuild on smaller lots are facing large financial barriers due to septic permit requirements. Interest was expressed to allow accessory structures without a primary structure as a code opportunity to allow people use of their property.

Council requested the Planning Commission discuss both Ordinance 266 and its current language and the potential of allowing accessory structures without a primary structure to be built regardless of the Ordinance.

Questions for the Planning Commission

- (1) Is the current Ordinance effective and meet the intention of providing flexibility to property owners as they rebuild?
- (2) Is there language that is missing from this Ordinance that would provide clarity or more flexibility? Is the language unclear.
- (3) Does the Planning Commission think that accessory structures should be permitted without a primary structure being required?
 - a. If so, should there be additional development standards in place: design standards, additional size standards.

Based on the Planning Commissions thoughts, you can make several recommendations to the City Council on these items.

- (1) Recommend the Council take no action at this time and allow the Ordinance to remain as is until it sunsets.
- (2) Request Council hold a joint work session to discuss the topic of accessory structures to develop ideas of what the City wants to regulate.
- (3) Recommend the Council amend Ordinance 266 to provide clarity on a subject (Planning Commission would need to provide clarity on the need)
- (4) Recommend the Council begin a legislative amendment to revise the Detroit Development Code regarding accessory structures and ramada's.

		~			
				a.	
	*				

ORDINANCE NO. 266

AN ORDINANCE AMENDING THE CITY OF DETROIT DEVELOPEMENT CODE.

WHEREAS, in September 2020 the Beachie Creek and Lionshead wildfires destroyed many homes throughout the North Santiam Canyon; and

WHEREAS, many individuals and families need to find safe, affordable transitional or emergency housing; and

WHEREAS, ORS 446.265 states:

ORS 446.265

- (1) Inside an urban growth boundary, a local government may authorize the establishment of transitional housing accommodations used as individual living units by one or more individuals. Use of transitional housing accommodations is limited to persons who lack permanent or safe shelter and who cannot be placed in other low-income housing. A local government may limit the maximum amount of time that an individual or a family may use the accommodations.
- (2) Transitional housing accommodations are intended to be used by individuals or families on a limited basis for seasonal, emergency or transitional housing purposes.

WHEREAS, the City of Detroit believes the property owners in the community can provide transitional housing opportunities for displaced residents of the North Santiam Canyon; and

WHEREAS, the City Council concludes the City should amend the Detroit Development Code to allow transitional emergency housing for a limited duration in the Single Family Residential, Multi-Family Residential, Commercial General and Public zones; and

NOW, THEREFORE, the City Council of the City of Detroit hereby ordains as follows:

SECTION 1. Chapter 3.6.3 J of the City of Detroit Ordinance is amended to read as follows:

- 1. RV Use as a Temporary Residence. The use of a recreation vehicle as a temporary residence on a legal buildable lot is permitted provided that:
 - a. The use of a self-contained recreational vehicle is for emergency/transitional housing, in response to the Beachie Creek and Lionshead wildfires. The RV use as a temporary residence is permitted as follows:

a.			
	*		

a. In the Single Family Residential, Multi-Family Residential, Commercial General and Public zones one recreational vehicles are permitted on a legal buildable lot when a Transitional Housing permit is obtained.

SECTION 2. Chapter 3.6.3 J is hereby added to the Detroit Development Code to read as follows:

- 2. RV Use as Transitional Housing. Standards for a recreation vehicle to be occupied as a temporary residence as emergency/transitional housing, in response to Beachie Creek and Lionshead wildfires, in the Residential, Commercial-Residential, Industrial and Public zones are as follows:
 - 1. An application for a Transitional Housing permit to use a recreational vehicle as emergency housing shall be submitted to the city by the applicant/property owner. The application shall include:
 - a. A completed application form.
 - b. A site plan showing the proposed location of the recreational vehicle on the site, including all permanent buildings, the location of the recreational vehicle, proposed screening, fencing or landscaping (if any) and how water supply, sewage disposal and electrical connections shall be accomplished in a safe and approved manner.
 - c. A filing fee in accordance with the City's fee schedule for an RV permit.
 - d. A statement from the applicant/property owner certifying that the applicant/property owner will comply with subsections (3) through (10) of this section.
 - 2. The City Recorder shall be the decision authority.
 - One recreational vehicle may be used for emergency housing on each legal buildable lot, except as permitted.
 - 4. No recreational vehicle may be occupied until after an application has been approved by the City Recorder and required building, plumbing and/or electrical permit(s) have been issued by the County and approved after final inspection.
 - 6. A recreational vehicle may be occupied for a period of up to twenty-four (24) months. Upon written request, the City Recorder may grant not more than two (2)-twelve (12) month extension for a recreational vehicle to be used for emergency housing.
 - 7. RV must be parked at least five (5) feet from the front, side, and rear property lines and ten (10) feet from a structure when unit is fully extended.
 - 8. RV may be connected to the owner or lessee power with a Marion County Public Works Department, Building Inspection Program approved RV connection box ONLY. Connections using extension cords are NOT allowed.
 - 9. RV may be self-contained; however, and grey water holding tanks shall be emptied at only at an authorized RV dump station.

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- 10. Recreational Vehicle shall not be connected to the septic/sewer without proof of a Septic Authorization Notice from Marion County Public Works Department. Discharge of "grey water" and/or toilet facilities directly onto the ground is prohibited.
- 11. The applicant/property owner shall agree in writing that upon the expiration of the Transitional Housing permit, he/she/they shall remove the recreational vehicle from the lot within thirty (30) days.

SECTION 3, To allow property owners access and flexibility to rebuild on properties in the City of Detroit, Section 3.8.1 of the Detroit Development Code, Primary Structure Requires is amended to read:

- A. Primary structure required. An accessory structure shall not be allowed without another permitted structure unless an accessory structure is being built on a lot impacted by the Beachie Creek and Lionshead wildfires in September 2020.
- Properties subject to damage from the Beachie Creek and Lionshead wildfire in September 2020 are permitted to build an accessory structure(s) prior to a primary structure being built. This is to provide storage and accessibility to property during a rebuild. All other development standards apply. A primary structure will need to be built by the completion of termination of Ordinance 266.

SECTION 4 To allow property owners flexibility to build back to their original setbacks, Section 5.2.2A Nonconforming Development is amended to read:

- Destruction of Nonconforming Structure by the Beachie Creek and Lionshead Wildfire of 2020. For properties impacted by the Beachie Creek and Lionshead Wildfire of 2020, they may restore or replace any lawful nonconforming building or structure. Restoration or replacement shall be commenced within four years of the date this Ordinance in enacted. This does not relinquish compliance with State and Federal Codes.
- SECTION 5. Emergency Clause. It is hereby adjudged and declared that the existing conditions are such that this ordinance is necessary for the immediate preservation of the public peace, health and safety of the City of Detroit in response of the September 2020 the Beachie Creek and Lionshead wildfires destroyed many homes throughout the North Santiam Canyon. An emergency is hereby declared to exist, and this ordinance shall take effect and be in full force and effect when signed by the Mayor and passed by this Council.
- **SECTION 6.** <u>Severability</u>. The provisions of this ordinance are severable. If a section, sentence, clause, or phrase of this ordinance is adjudged by a court of competent jurisdiction to be invalid, the decision shall not affect the validity of the remaining portions of this ordinance.

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SECTION 7. Sunset Clause. This ordinance will remain in effect until September 8, 2025 at 11:59 p.m. PST.

This Ordinance read for the first time by title only on the 23rd of February, 2021.

This Ordinance read by title only for the second time on the 23rd of February, 2021.

This Ordinance passed on the 23rd of February, 2021 by the City Council and executed by the Mayor this 23rd day of February, 2021.

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Co	unci	or	V	ites:

Mayor Trett
Councilor Page
Councilor Luke
Councilor Sheppard
Councilor Tesdal
Councilor Engle
Councilor Smith

Date: 03/19/21

By: Jim Trett, Mayor

Date: 3/22/2021 Attest: Kell Galbraith. City Recorder

APPROVED AS TO FORM

Date: 3/17/2021 By: Bill Monahan, City Attorney

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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
Reg Session/Public Hearing
Minutes
October 5, 2021
6:30 p.m.

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

(503) 854-3496 (503) 769-2947 fax

Email: detroit@wvi.com

Keizer Council Chambers

Via Zoom

The City of Detroit is an equal opportunity provider and does not discriminate on the basis of race, creed, color, country of origin, religion, sexual orientation or identity, disability, or other immutable characteristics. Those with a disability who wish to request an accommodation or aid in order to participate in this meeting should contact the City Recorder at (503) 854-3496 or by email at detroit@wvi.com.

Meetings of the City Council of Detroit will be broadcast via Zoom, as well as on other form(s) of electronic media as they become available. If you require additional assistance to participate in this public meeting, please contact the City of Detroit at least 48 business hours prior to the meeting (503) 854-3496 or by email at detroit@wvi.com.

- I. Call to Order Mayor Trett called the meeting to order at 6:36 PM.
- II. Roll Call Present Jim Trett, Eric Page, Shelley Engle, Todd Smith, Michele Tesdal, Greg Sheppard and Tim Luke. Staff Present Chris Eppley, Kelly Galbraith and Michelle Connor (via zoom).
- **III. Approval of the Agenda** Shelley Engle made a motion to accept the agenda as written, seconded by Todd Smith, all in favor, motion passed unanimously.
- IV. Special Orders of Business None
- V. Committee Reports None

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.

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- Ken Woodward made a recommendation to have 4 citizens and 3 Councilors on the Charter Committee instead of 3 citizens and 2 Councilors in order to bring more of the community into the process. He also believes that no one on the review board be related to an existing Council person. He also supports any resident and RV Park that wants to put a structure over an RV so they can enjoy it year around. He wants the Council to ask the Planning Commission to review the Seasonal RV Ordinance. He read a post by a person without an agenda regarding Detroit. It stated that these kinds of structures are a creative solution to a dire situation.
- Mariann Deering is concerned there is not enough to do in town to substantiate investing in rebuilding. The marinas closed early this year and there were only 3 options for food. She believes that lake levels need to be addressed before any businesses are going to want to invest in our town. She is asking the Council to make the lake levels a number one priority in order to rebuild the town.
- Tracy Boland asked the Council to reconsider the code for RV covers.
- Eric Gibson with Better City gave an update on the Visioning process. He is working on a strategic plan and is looking for input if anyone wants to have an interview. His email is Eric@bettercity.us or you can contact the Mayor or Chris Eppley and they can forward the contact information. There will be another community event in early to mid-November.
- Todd Smith made a motion to direct city staff to send Ordinance 266 back to the Planning Commission for review and not enforce Section 2, item #4 which requires building, electrical and plumbing permit to be approved and in hand in order for residents to stay on their property after November 1, 2021 until the Council has received input from the Planning Commission. Motion was seconded by Tim Luke, all in favor, motion passed unanimously.

VII. Public Hearings - Supplemental Budget Hearing

- a. Resolution 631 A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET FOR CHANGES TO THE FISCAL YEAR 2021-22 ADOPTED BUDGET, CORONA VIRUS RELIEF FUND Staff Contact: Chris Eppley Chris Eppley read the staff report. Mayor Trett opened a Public Hearing. The hearing was closed at 7:03. Shelley Engle made a motion to adopt Resolution 631, seconded by Todd Smith, all in favor, motion passed unanimously.
- b. Resolution 632 A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET FOR CHANGES TO THE FISCAL YEAR 2021-2022 ADOPTED BUDGET, AMERICAN RECOVERY PLAN ACT FUNDS - Staff Contact: Chris Eppley – Mayor Trett opened a Public Hearing at 7:04. The hearing was closed at 7:05. Shelley Engle made a motion to adopt Resolution 632, seconded by Eric Page, all in favor, motion passed unanimously.

VIII. Resolutions, Orders and Administrative Action

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- a. Appointing a Municipal Judge Chris Eppley stated that Detroit has been without a Municipal Court Judge since the wildfire of 2020. As the community is working to build back it has become apparent that it would be useful from time to time to issue citations of infractions of Municipal Code so as to improve the general appearance and safety of the community. Chapter 3, Section 10 of the City of Detroit Charter of 2012 identifies that the Mayor may appoint with the consent of the majority of the Council a Municipal Court Judge to adjudicate infractions of Municipal Code. Deryl Nielsen is a property owner in Detroit who is also a semi-retired attorney in good standing with the Oregon State Bar Association. Mr. Nielsen has expressed both a keen interest and willingness to act in the capacity of Municipal Court Judge for the City of Detroit. Mr. Nielsen understands the role would be volunteer in nature. Deryl Nielsen was appointed the City of Detroit Municipal Judge.
- b. Resolution 633 A RESOLUTION FORMING A CHARTER REVIEW TASK FORCE Staff Contact: Chris Eppley Shelley Engle made a motion to adopt Resolution 633, seconded by Todd Smith. Michele Tesdal doesn't feel the citizens have had enough say in how the City is run, therefore she wants the ratio to be one more citizen than Council member. Todd Smith made a friendly amendment to the motion to change it to 2 full time citizens, 2 part time citizens and 3 Councilors. Shelley Engle is concerned about expediency of the group but did approve of the amendment. All in favor, motion approved unanimously. Resolution 634 A RESOLUTION TO AUTHORIZE THE MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS TO MAKE AN APPLICATION FOR GRANT FUNDS FROM THE DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT TA GRANT Eric Page made a motion to adopt Resolution 634, seconded by Shelley Engle, all in favor, motion passed unanimously.
- c. **Approval of Corrective Action Plan** Kelly Galbraith explained this is something that comes before the Council each year and is a requirement of the Auditor. It has been updated due to changes with segregation of duties in the office. Shelley Engle made a motion to approve the Corrective Action Plan, seconded by Eric Page, all in favor, motion passed unanimously.
- d. Review Danielson Contractors, Invoice No. 2022 Chris Eppley read the staff report. The City received a \$4,203.75 invoice from Danielson Contractors for materials purchased after receiving notice they were the apparent low quote, less than 50% of what the other quotes received were, to replace lateral water service lines. Based on a wide distribution of prices the Council directed staff to rescind the notice of apparent low quote and to instead issue a clarification to all quoters with additional information so as to make certain all parties had the appropriate information to make an informed and accurate quote. Through this clarification process Danielson Contractors did not submit a new quote disqualifying them as a responsive quoter. The meeting was recessed at 7:26 for 5 minutes for Mayor Trett to take a phone call. The meeting was called back into session at 7:33. Todd Smith made a motion to not pay the invoice to Danielson Contractors because it is invalid, seconded by Eric Page. In favor, Todd Smith, Eric Page,

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- Tim Luke, Michele Tesdal, Jim Trett, Shelley Engle. Not in favor Greg Sheppard, motion passed 6-1.
- e. Authorizing City of Detroit Mayor to enter into a contract, by the State of Oregon, acting by and through its Oregon Business Development Department and the City of Detroit Chris Eppley says this is a \$521,000 grant being provided through the State of Oregon and being orchestrated through Business Oregon. It is for revenue replacement for revenue lost due to the forest fires for most of this fiscal year and next fiscal year for both the General Fund and Water Fund. Tim Luke made a motion to authorize the Mayor to enter into a contract, by the State of Oregon, acting by and through its Oregon Business Development Department and the City of Detroit, seconded by Eric Page, all in favor, motion passed unanimously.
- f. Phase I Water Treatment Plant Building Winterization Chris Eppley explained that we did not get as far in the process with FEMA for funding as we wanted to before the winter so he is asking the Council to approve a project up to \$30,000 to winterize the existing metal building so the Phase 1 water treatment plant can winter without freezing. The \$1,000,000 USDA funds will be paying for this project. Tim Luke is concerned that we don't have a backup generator yet. He would like to increase the amount to \$40,000. There was discussion about the bids for winterization but the quotes were not in the packet so Chris Eppley suggests they hold off and have a quick meeting on Monday after the Council has a chance to review the quotes. Shelley Engle made a motion to table the decision on winterization until Monday, seconded by Tim Luke, all in favor, motion passed unanimously.

IX. Consent Calendar

- a. Approval of the Minutes of the Detroit City Council August 3, 2021, September 7, 2021 and September 21, 2021.
- b. Approval to Pay the Bills Eric Page made a motion to accept the Consent Calendar, seconded by Todd Smith, all in favor, motion passed unanimously.

X. Staff Reports

- a. Marion County Community Development Manager No update
- b. City Recorder Building permits have slowed down.
- c. City Clerk No update
- d. Planning Mcrae Carmichael
- e. Marion County Sheriff's Office Deputy Olsen reported it's been busy in the valley lately so he hasn't made it to Detroit much. There were a couple complaints of homeless camps being set up on private property. They took care of one of them and the other turned out to not be a homeless camp at all. He is not aware of any issues in town. Tim Luke asked about theft. Deputy Olsen says there has not be any "reported" thefts.
- f. USFS
- g. Idanha-Detroit Rural Fire Protection District Tim Luke reported there was an e-mail sent today from Chief Ewing. It was not read as not all Council members had time to read it today.



- h. North Santiam Sewer Authority Ken Woodward reported their meeting was last night. He stressed that Detroit needs to increase the population in next few years in order to get a favorable amount of grants in the future. PSU reported that there were only 70 people in Detroit. Shelley Engle is not sure where they are getting their numbers.
- XI. Mayor's Report The Bull Complex Fire as of last Thursday went from a Type 2 overhead team to a Type 3 overhead team which means it was handed over to Mt. Hood Ranger District and the Detroit Ranger District. It is still a full suppression fire and it is remaining within the containment lines they have. The reports may be briefer but he assured everyone that he is staying in touch with the Forest Service. There may still be some days when it is smokey but there might not be a report every day. A guide service brought in 40 people from Detroit Michigan. They took the donation code from the fence in town and plan to support our community. Weyerhaeuser plans to be in the City Park on October 30, 2021 (9:00-2:00). They are bringing 10,000 Douglas Fir seedlings (no limit). They will give them away to anyway who wants to come up. They will also give some to the City so we will need some volunteers to help plant them.

XII. Councilor Reports -

- Shelley Engle reported that there were 30 permits issued in the month of September. (21 electrical, 4 manufactured homes and 5 miscellaneous)
- Greg Sheppard wants to report about the horrendous condition of our streets. He says the contractor from last year that basically destroyed 3rd street. He says HBH was going to do paving in June but didn't so he brought it up again in July and they said it would be August but wasn't done and then the fire happened. Second street had a broken water line causing sinkholes. There is gravel on Weber and Scott from about a year ago. He doesn't know why it is still there? We did do some cosmetic paving in downtown this year but there are still many trench lines that need repaired. He's concerned if we wait to pave the cost will go up. He is also worried about the timber at the end of Tumble and Kinney. The current contractors are putting concrete in the trenches and it is protruding. It could be a hazard in the winter when the snow plows come through.
- Eric Page agrees with Greg Sheppard. We need to deal with the piles of brush and the paving issues in town. The park looks great! It is a bright spot in our community. Mike Vetter is doing a great job! Eric explained that he was one who initiated the conversation with the Fire Chief. The Council will address the letter in the next meeting.
- Tim Luke says the water lateral line replacement should be done soon.
- Michele Tesdal says there is not a lot to report on tourism. She is now retired and has more time and could possibly look into some more grants for the City. She says she likes that people are starting to get more involved in the meeting now. She acknowledged the issues residents are having with septic drain fields and set-

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- backs. She encouraged citizens to speak up about there thoughts on fire apparatus being stored in Detroit.
- Todd Smith reported that there has been some video of alleged theft. He is trying to secure funds for additional patrols in Detroit. He is encouraging residents to call the non-emergency line for Marion County Sheriff (503-588-5032) to report issues so that we have a reason to have more patrols.

XIII. Other Business - None

XIV. Upcoming Meetings

- a. Work Session October 19, 2021 @ 6:30 p.m., location Keizer Council Chambers, if needed.
- b. Regular Session November 2, 2021 @ 6:30 p.m. location Keizer Council Chambers
- There will be a Special Session Monday, October 11, 2021 @ 12:00 PM via zoom.
- **XV. Adjourn** Tim Luke made a motion to adjourn, seconded by Todd Smith, all in favor, meeting was adjourned at 8:40 PM.

Signed:	Attest:
James R. Trett, Mayor	Kelly Galbraith, City Recorder



CITY COUNCIL SPECIAL SESSION MINUTES

Monday, October 11, 2021 at 12:00 PM

ZOOM Meeting

https://us02web.zoom.us/j/85404368468?pwd=OGFpbTBaYWYyampFVDdKODQ5 RUwydz09

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- CALL TO ORDER Mayor Trett called the meeting to order at 12:00 pm.
- CITY COUNCIL ROLL CALL Present Shelley Engle, Eric Page, Michele Tesdal, Mayor Trett. Absent – Greg Sheppard, Tim Luke, and Todd Smith. Staff Present – Chris Eppley, Kelly Galbraith, and Michelle Connor.

There is a memo from October 8th for a non-action item that Mcrae Carmichael would like some clarification on regarding the motion to send the RV Ordinance 266 back to the Planning Commission. Ordinance 266 was to allow for transitional housing while residents were rebuilding but during the Council meeting there was also discussion regarding allowing ramadas which Ordinance 266 does not address. She is asking if the Council did not mean to address Ordinance 266 at all and really wanted to discuss RVs in general? Michele Tesdal explained that there are residents who don't have room on their property to rebuild due to the amount of space the septic and drain field take up. These people are wanting to be able to keep their RVs year around and cover them with a ramada. After much discussion regarding septic, RVs, and accessory structures Mcrae summed it by saying she will ask the Planning Commission if they agree with how we currently permit accessory structures.

3. RESOLUTIONS, ORDERS AND ADMINISTRATIVE ACTION

Phase I Water Treatment Plant Building Winterization – Chris Eppley read his staff report. It has become necessary to winterize the existing building that the Phase 1 membrane and system treatment plant is occupying. HBH engineering has requested

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informal quotes that are included in the meeting packet for the Council's review along with a quote from Northside Electric for installation of a manual switch to hook the treatment facility up to generated power should the need arise and a recommendation letter from HBH Engineering to as to accommodate field changes that may occur and the installation of manual cross over to the attached generated power. In case of emergency staff recommends the Council approve up to an additional \$10,000 to accommodate all aspects of completing this project in a timely manner without having to come back to Council for minor changes which would slow the project down given that the weather is becoming cooler and we are anticipating a harsh winter. It is recommended that City Council review the quotes received and award the project to Stettler Supply in the amount of \$18,232 plus \$2,235 for a manual switch for Northside Electric to be able to be able to cut over to generated power in case of emergency plus another \$10,000 for field changes that may need to occur during the project for a total of \$30,558 to accomplish all aspects of this winterization of the Phase 1 Treatment Plant. The funds for this project are coming out of the USDA \$1M grant. Shelley Engle made a motion to award the project to Stettler in the amount of \$18,232 plus \$2,234 for a manual switch from Northside Electric plus an additional \$10,000 to cover any field charges for a total of \$30,558 to accomplish all aspects of this winterization of the Phase 1 water treatment plant, seconded by Eric Page. Chris Eppley pointed out that Shelley said \$2,234 for the manual switch from Northside Electric instead of \$2,235. Eric Page agreed to a friendly amendment to the motion, all in favor, motion passed unanimously.

4. ADJOURN – Eric Page motioned to adjourn, seconded by Shelley Engle, all in favor, motion passed unanimously. Meeting adjourned at 12:52 PM.

Signed:	Attest:
James R. Trett, Mayor	Kelly Galbraith, City Recorder

10/28/21

TOTAL		19098	TOTAL		19097	TOTAL		19096	TOTAL		19095	TOTAL		19094	TOTAL		19093	Num
		10/14/2021			10/14/2021			10/14/2021			10/12/2021			10/12/2021			10/12/2021	Date
		Ferguson Waterworks #3			Ferguson Waterworks #3			Portland Engineering Inc			STAYTON ACE HARDWARE			SCTC			PACIFIC SANITATION	Name
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10/28/21

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	10/22/2021	10/22/2021	Date
	CIS Trust	Gerry Aboud	Name
Bob Bruce + Spouse Medical Regence Copay R Rx7 Bob Bruce + FAmily Dental III Bob Bruce + Spouse VSP-A 12/12/24 Bob Bruce LTD 50% 90 Days Bob Bruce Basic Life \$20,000 Rob Bruce AD & d \$20,000 Rob Bruce AD & d \$20,000 Rob Bruce AD & d \$20,000 Kelly Galbraith + Spouse Medical Regence Copay R Rx7 Kelly Galbraith + Spouse Dental III Kelly Galbraith + Spouse VSP-A 12-12-24 Kelly Galbraith + Spouse LTD 50% 90 Days Kelly Galbraith + Spouse LTD 50% 90 Days Kelly Galbraith + Spouse LTD 50% 90 Days Kelly Galbraith Basic Life \$20,000 Kelly Galbraith AD&D \$20,000 Kelly Galbraith AD&D \$20,000 Kelly Galbraith AD&D \$20,000 Michelle Connor + Spouse Medical Regence Copay R Michelle Connor + Spouse Dental III Jan 2021 Michelle Connor + Spouse VSP-A 12/12/24: Jan 2021 Michelle Connor + Spouse VSP-A 12/12/24: Jan 2021 Michelle Connor AD&D \$20,000: Jan 2021 Michelle Connor AD&D \$20,000: Jan 2021 Michelle Connor Basic Life \$20,000 Jan 2021 Michelle Connor LTD 50% 90 Days Michelle Connor LTD 50% 90 Days Late Fee	November 2021 CIS Health Ins Final Invoice	November Rent Temp Office Rental Space 2340 Martin Dr. Ste. 103, St	Memo
E2-004 PAYROLL EXPENSE E1-004 PAYROLL EXPENSE E2-004 PAYROLL EXPENSE E1-004 PAYROLL EXPENSE	Checking - US Bank	Checking - US Bank E30-100 CIS Wildfire General	Account
WATER FUND WATER FUND WATER FUND WATER FUND GENERAL FUND GENERAL FUND WATER FUND GENERAL FUND WATER FUND GENERAL FUND WATER FUND GENERAL FUND WATER FUND GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND WATER FUND GENERAL FUND GENERAL FUND WATER FUND GENERAL FUND GENERAL FUND WATER FUND GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND GENERAL FUND		REBUILDING F	Class
-1,552.41 -191.44 -11.86 -10.77 -5.49 -0.45 -776.21 -54.48 -54.47 -2.75 -0.22 -776.20 -776.21 -54.48 -54.47 -5.93 -5.93 -1.92 -776.21 -5.93 -7.90 -7.90 -7.90 -7.90 -7.90 -7.366 -3.66	-1,010.00	-1,010.00	Paid Amount

10/28/21

						TOTAL
STREET FUND WATER FUND PARKS & REC PARKS & REC		E3-107 VEHICLE MAINT. REPAIR E2-107 TRUCK, MAINT. FUEL E9-103 Park Maintenance E9-103 Park Maintenance	TRUCK GAS - STREET (Detroit 5) TRUCK GAS - WATER (Detroit 1) UTV - PARK Fee			
		Checking - US Bank	ACCT: 02-0001424 INV: CL28070	MARC NELSON OIL	10/22/2021	19114
VVAIEX TOND		EZ-100 WF ANALTSIS	TOTAL COMPONENT L. COM			TOTAL
		Checking - US Bank	Inv: X047627 & X047721	Box R Water Analysis Lab	10/22/2021	19113
WATER FUND		E2-107 TRUCK, MAINT. FUEL	Registration - 2000 Ford F15 VIN#2FTZX1722YCA24577			TOTAL
		Checking - US Bank	L0027403928	DMV Records Services	10/22/2021	19112
WATER FUND		E2-105 SYSTEM MAINT. REPAIR	LF 3/4 STRT COMP MTR VLV, LF 3/4 MIP X COMP B			TOTAL
		Checking - US Bank	Cust: 46590 Inv: 1020690-1, 1037153, 1037157, 103	Ferguson Waterworks #3	10/22/2021	19111
GENERAL FUND		E1-100 OFFICE ADMIN	September - Associate Planner - Local			TOTAL
			Inv: 1240	MID WILLIAMETTE VALL	10/22/2021	19110
						TOTAL
GENERAL FUND		E1-100 OFFICE ADMIN	USPS Stamps, Paper Towels, Bath Tissue, Soft Soap,			
		Checking - US Bank	VISA Card CPN 002059544 9/15/21 to 10/14/21	US Bank	10/22/2021	19109
Class	3	Account	Memo	Name	Date	Num

TOTAL	19120	TOTAL		19119	TOTAL		19118	TOTAL		19117	TOTAL		19116	TOTAL		19115	Num
	10/22/2021			10/22/2021			10/22/2021			10/22/2021			10/22/2021			10/22/2021	Date
	HBH Consulting Engineers			Business Oregon			DE LAGE LANDEN			ONE CALL CONCEPTS, INC			STETTLER SUPPLY COM			СРІ	Name
	Inv: 2006-007-17-15-01: Tasks 15-21 Study and Report Phase, Preliminary Design Phase, a	al and a second	Water System Improvements - Annual Loan Payment	Loan # S09010 - Portfol # 918-1 1230000797		Copier Rental Copier Rental Copier Rental	Acct: 354057 Inv: 74041963		April/May 2021 Service: Oregon Utility Notification Center	Acct: 09-0000046 Inv: 1040359, 1050360		Silver Bullet work performed as per quote	Inv: 30373 Date: 9/29/21		WF 135 Weber SF Street Lights & Park WF 102 Forest Silver Bullet WF 160 Breitenbush RD	Acct: 1155101, 1155103, 1155106, 1155108 Date: 10/	Memo
	Checking - US Bank E30-500 ECWAG Grant		E7-450 LOAN PAYMENTS I	Checking - US Bank		E1-100 OFFICE ADMIN E2-102 OFFICE ADMIN E12-100 Administrative Fees	Checking - US Bank		E2-102 OFFICE ADMIN	Checking - US Bank		E30-200 CIS Wildfire Water	Checking - US Bank		E2-101 UTILITIES E3-103 STREET LIGHTS E2-101 UTILITIES E2-101 UTILITIES	Checking - US Bank	Account
	WATER LOAN		WATER RESER			GENERAL FUND WATER FUND TOT RESERVE			WATER FUND			REBUILDING F			WATER FUND STREET FUND WATER FUND WATER FUND		Class
-58,000.00	-58.000.00	-61,086.07	-61,086.07		-143.85	-63.42 -63.43 -17.00		-314.91	-314.91		-11,374.42	-11,374.42		-961.10	-123.00 -358.00 -320.10 -160.00		Paid Amount

TOTAL		19125	TOTAL		19124	TOTAL		19123	TOTAL		19122	TOTAL		19121	Num
		10/28/2021			10/28/2021			10/28/2021			10/28/2021			10/28/2021	Date
		Ferguson Waterworks #3			LSK Graphis, Inc.			Pacific Power			Ziply Fiber			OFFICE DEPOT	Name
	LF 3/4 STRT COMP MTR VLV LF 1-1/2 CTS X MTR ANG BV W/LW, LF 1-1/2 MIP X LF 3/4 MIP X COMP BALL CORP ST LF 3/4 CTS COMP X MIP COUP 4X1 IP DBL SS STRP NYL SDL, 4X2 IP DBL SS STR	Cust: 46590 Inv: 1020690-1, 1037153, 1037157, 103		Transfer whole website/account/library to faster/safer s Transfer whole website/account/library to faster/safer s	Acct: 9999-00 Programming		Electric Service: Temp City Hall 2340 Martin Dr #103,	Acct: 05029274-001 1 Date: 10/20/21		503-854-3496	Acct. 503-854-3496-012770-5 November		Canon Ink, Hanging folders, Paper Roll	203375968-001	Memo
	E2-105 SYSTEM MAINT. REPAIR	Checking - US Bank		E1-100 OFFICE ADMIN E2-102 OFFICE ADMIN	Checking - US Bank		E1-100 OFFICE ADMIN	Checking - US Bank		E2-102 OFFICE ADMIN	Checking - US Bank		E1-100 OFFICE ADMIN	Checking - US Bank	Account
	WATER FUND WATER FUND WATER FUND WATER FUND			GENERAL FUND WATER FUND			GENERAL FUND			WATER FUND			GENERAL FUND		Class
-1,616.58	-284.75 -470.79 -236.60 -50.10 -574.34		-195.00	-97.50 -97.50		-39.18	-39.18		-43.75	-43.75		-51.17	-51.17		Paid Amount

2:24 PM 10/28/21

CITY OF DETROIT DCC - Deposit Made Since Last DCC Meeting October 6 - 28, 2021

TOTAL		Deposit	TOTAL		Deposit	O			Deposit	TOTAL		Deposit	TOTAL		Deposit	TOTAL		Deposit	TOTAL		Deposit	TOTAL		Deposit	Туре
																									e Num
		10/13/2021			10/13/2021				10/12/2021			10/10/2021			10/09/2021			10/08/2021			10/07/2021			10/07/2021	Date
	DEPOSIT			DEPOSIT			Interest Interest Interest	Interest Interest Interest Interest			DEPOSIT			DEPOSIT			DEPOSIT			DEPOSIT			DEPOSIT		
																									Name
	prior years	Deposit		PROPERTY DMG PAYMENT	Deposit		Interest for July 2021 .59% Interest for July 2021 .68% Interest for July 2021 .68%	Interest for July 2021 21.62% Interest for July 2021 33.66% Interest for July 2021 6.06% Interest for July 2021 .75% Interest for July 2021 21.40%	Deposit		Water Bills Paid	Deposit		Water Bills Paid	Deposit		Water Bills Paid	Deposit		Water Bills Paid	Deposit		Water Bills Paid	Deposit	
				YMENT			.59% .68% 15.24%	21.62% 33.66% 6.06% .75%																	Memo
	106	Che		300	Che		80R 90F	10F 20F 30F 60R	LGIP		20F	Che		20F	Che		20F	Che		20F	Che		20F	Che	
	10R-01 LEVIED TAXES	Checking - US Bank		300R-10 CIS Wildfire General	Checking - US Bank		80R-01 ALT INTEREST 90R-01 INTEREST INCOME-PRF 120R-01 Interest Income	10R-02 INTEREST INCOME-GF 20R-01 WF INTEREST 30R-01 SF INTREST 60R-01 VR INTEREST 70B 04 W/B INTEREST	•		20R-20 WATER BILLS PAID	Checking - US Bank		2OR-20 WATER BILLS PAID	Checking - US Bank		2OR-20 WATER BILLS PAID	Checking - US Bank		2OR-20 WATER BILLS PAID	Checking - US Bank		20R-20 WATER BILLS PAID	Checking - US Bank	Account
	GENERAL FUND			REBUILDING FUND			F PARKS & REC RESERVE F TOT RESERVE FUND				WATER FUND			WATER FUND			WATER FUND			WATER FUND			WATER FUND		Class
	Checking - US Bank	10R-01 LEVIED T		Checking - US Bank	300R-10 CIS Wild		F LGP		-SPLIT-		Checking - US Bank	20R-20 WATER		Checking - US Bank	20R-20 WATER		Checking - US Bank	20R-20 WATER		Checking - US Bank	20R-20 WATER		Checking - US Bank	20R-20 WATER	Split
-96.41	-96.41	96.41	-337,168.09	-337,168.09	337,168.09	-50.20	-10.74 -0.30 -0.34 -7.65	-10.85 -16.90 -3.04 -0.38	50.20	-60.00	-60.00	60.00	-80.00	-80.00	80.00	-60.00	-60.00	60.00	-180.00	-180.00	180.00	-60.00	-60,00	60.00	Amount

2:24 PM 10/28/21

CITY OF DETROIT DCC - Deposit Made Since Last DCC Meeting October 6 - 28, 2021

TOTAL	Deposit	TOTAL	Deposit	TOTAL	Deposit	IOIAL	1012	Deposit	TOTAL	Deposit	TOTAL	Deposit	Туре
	10/22/2021		10/21/2021		10/21/2021			10/13/2021		10/13/2021		10/13/2021	Num Date
DEPOSIT DEPOSIT DEPOSIT DEPOSIT DEPOSIT DEPOSIT DEPOSIT DEPOSIT		DEPOSIT		Interest Interest	in broot		DEPOSIT		DEPOSIT DEPOSIT			DEPOSIT	Name
SDC Street Improv: 365 Janice Ct.: Kuenzi SDC Water Improv: 365 Janice Ct.: Kuenzi SDC Water Reimb: 365 Janice Ct.: Kuenzi SDC Park Improv: 365 Janice Ct.: Kuenzi SDC Park Improv: 370 Janice Ct.: Terry SDC Water Improv: 370 Janice Ct.: Terry SDC Water Improv: 370 Janice Ct.: Terry SDC Water Reimb: 370 Janice Ct.: Terry SDC Park Improv: 370 Janice Ct.: Terry SDC Park Improv: 370 Janice Ct.: Terry	Deposit	USDA - For HBH Engineering Invoices	Deposit	Interest SDC for September 2021 Interest SDC for September 2021	Deposit Proposition Control Co		Access Permit: 110 Lake Ct.: Steve Orr Business License: Lakeview RV Park Business License: Lakeview RV Park Business License: Mransky: 325 Clester Business License: Mransky: 325 Clester Business License: Detroit RV Park County Permits: 210 Detroit Ave. S.: L Goodwell Const. City Zoning: 245 Tumble: Classic Homes City Zoning: 215 Butte St. N.: Classic Homes City Zoning: 225 Hill St.: Bob Bruce State Fee: 225 Hill St.: Bob Bruce State Fee: 225 Hill St.: Bob Bruce PLA: 110 Deer St.: Rich Duncan OLCC Tax	Deposit	Water Bills Paid - Cash Water Bills Paid - 38 @ \$60 Water Bills Paid - Mixed	Deposit	Auto Deposit	Auto Deposit	Memo
100R-11 SF Improv Fee Revenu 110R-11 WF Improv Fee Reven 110R-10 WF Reimb fee Revenues 150R-11 Improvement Fee Rev 100R-11 SF Improv Fee Revenu 110R-11 WF Improv Fee Revenu 110R-11 WF Reimb fee Revenues 150R-11 Improvement Fee Rev	US Bank - SDC	300R-50 ECWAG Grant	Checking - US Bank	30R-01 INTEREST INCOME-PRF	US Bank - SDC		10R-05 ADMIN FEES	Checking - US Bank	20R-20 WATER BILLS PAID 20R-20 WATER BILLS PAID 20R-20 WATER BILLS PAID	Checking - US Bank	10R-11 STATE REV Local Distr	Checking - US Bank	Account
STREET SDC WATER SDC WATER SDC PARK SDC STREET SDC WATER SDC WATER SDC WATER SDC PARK SDC PARK SDC		REBUILDING FUND		STREET SDC PARK SDC			GENERAL FUND		WATER FUND WATER FUND WATER FUND				Class
US Bank - SDC	-SPLIT-	Checking - US Bank	300R-50 ECWAG	US Bank - SDC US Bank - SDC	-SPLIT-		Checking - US Bank	-SPLIT-	Checking - US Bank Checking - US Bank Checking - US Bank	-SPLIT-	Checking - US Bank	10R-11 STATE R	Split
-40.78 -111.17 -16.45 -10.44 -40.78 -111.17 -16.45 -10.44 -357.68	357.68	-58,000.00 -58,000.00	58,000.00	-0.16 -0.16 -0.48	0.48	-5,942.41	425.00 -50.00 -50.00 -50.00 -50.00 -3,953.39 -118.80 -118.80 -337.44 -57.00 -30.00 -590.78	5,942.41	-69.20 -2,280.00 -2,395.24 -4,744.44	4,744.44	-66.26 -66.26	66.26	Amount

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CITY OF DETROIT DCC - Deposit Made Since Last DCC Meeting October 6 - 28, 2021

TOTAL		Deposit	TOTAL	Deposit	Туре
					Num
		10/22/2021		10/22/2021	Date
	DEPOSIT DEPOSIT DEPOSIT DEPOSIT DEPOSIT DEPOSIT DEPOSIT DEPOSIT		DEPOSIT		Name
	Access Permit/LUCS Form: 220 Forest: Luann Schrader Business L icense: Norwegian Woods: Julie Gunderson Business License: Kane's Marina: Gloria Loveberg Business License: Detroit Marina: Callie Lunski: Business License: Detroit Marina: Callie Lunski: Business License: Lodge @ Detroit Lake: Elaine DeG County Permils: 450 N. Santiam Hwy: Foksha Homes ODOT Gas Tax	Deposit	Water Payments - Mixed Water Payments - Mixed	Deposit	Мето
	10R-05 ADMIN FEES 10R-05 ADMIN FEES 10R-05 ADMIN FEES 10R-05 ADMIN FEES 10R-05 ADMIN FEES 10R-05 ADMIN FEES 30R-20 GAS TAX 120R-10 Transient Occupancy T	US Bank - SDC	20R-20 WATER BILLS PAID 20R-20 WATER BILLS PAID	US Bank - SDC	Account
	GENERAL FUND		WATER FUND WATER FUND		Class
	US Bank - SDC	-SPLIT-	US Bank - SDC US Bank - SDC	-SPLIT-	Split
-3,904.02	-445.00 -50.00 -50.00 -50.00 -1,675.39 -1,532.30 -51.33	3,904.02	-3,480.00 -2,753.73 -6,233.73	6,233.73	Amount

TOTAL		19085	TOTAL		19084	TOTAL		19083	TOTAL		19082	TOTAL		19081	TOTAL		19080	Num
		10/12/2021			10/12/2021			10/12/2021			10/12/2021			10/12/2021			10/12/2021	Date
		Wilco			Singer Lewak			Roger Lemons			Ferguson Waterworks #3			MARC NELSON OIL			OFFICE DEPOT	Name
	1/2" PVC 90 STREET ELL MPTxFP, USA T-POST 6'	Acct: 693436 Date: 9/30/21		Professional Services rendered through August 31, 2021	Invoice 317323		Reimbursement of County Fees for 250 Detroit Rd. S.	Reimbursement of County Fees		LF 1-1/2 CTS X MTR ANG BV W/LW, LF 3/4 STRT C	Cust: 46590 Inv: 1034580 &1020690		TRUCK GAS - STREET (Detroit 5) TRUCK GAS - WATER (Detroit 1) Fee	ACCT: 02-0001424 INV: CL25047		Duracell AAA Batteries Hanging Folders, Manila Folders, Address labels, Wirel	200518299001 & 200520082001	Memo
	E9-103 Park Maintenance	Checking - US Bank		E1-102 AUDIT	Checking - US Bank		GENERAL FUND EXPENSE	Checking - US Bank		E2-105 SYSTEM MAINT. REPAIR	Checking - US Bank		E3-107 VEHICLE MAINT. REPAIR E2-107 TRUCK, MAINT. FUEL E9-103 Park Maintenance	Checking - US Bank		E9-103 Park Maintenance E1-100 OFFICE ADMIN	Checking - US Bank	Account
	PARKS & REC			GENERAL FUND			GENERAL FUND			WATER FUND			STREET FUND WATER FUND PARKS & REC			PARKS & REC GENERAL FUND		Class
-126.49	-126.49		-5,000.00	-5,000.00		-739.96	-739.96		-752.15	-752.15		-123.71	-30.93 -92.03 -0.75		-152.13	-25.69 -126.44		Paid Amount