

Y Jim Trett, Mayor
.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

December 7, 2021
6:30 p.m.

Keizer Council Chambers
Via Zoom

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

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

Email: detroit@wvi.com

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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. Vacant Council Seat
Protocol - A vacancy in the Council shall be filled by appointment by a majority of the Council (Charter Chapter VII Section 29)
Oath of Office - City Recorder
- b. Appoint Detroit's Representative to the North Santiam Sewer Authority
- c. Marion County ARPA 2021 Grant Application – Chris Eppley
- d. Charter Review – Chris Eppley
- e. Christmas Bonus for City of Detroit Employees
- f. Siegmund Snow Plow Contract
- g. Development Code Amendment – McRae Carmichael
- h. Main Street Program – Sarah Allaben
- i. Request to Close Detroit Ave. N. Dec 18th - 2PM – 9PM Christmas Party.

VIII. Consent Calendar

- a. Approval of the Minutes of the Detroit City Council – November 2, 2021 and November 16, 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. Regular Session – January 4, 2022 @ 6:30 p.m. location Keizer Council Chambers

XIV. Adjourn



O R E G O N

**MARION COUNTY
AMERICAN RESCUE PLAN ACT OF 2021 (ARPA)
ROUND 1
REQUEST FOR APPLICATIONS
BO-1030-21**

Release Date: Tuesday, November 9, 2021

Applications Due Date: 4:30 p.m. on Thursday, December 9, 2021

Refer Questions to:

Camber Schlag

Phone number: (503) 566-3944

cschlag@co.marion.or.us

Submit Proposals to:

PO_Contracts@co.marion.or.us

2021 MARION COUNTY ARPA FUNDS APPLICATION ROUND 1

In March, the American Rescue Plan Act of 2021 (ARPA) was signed into law and established the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) program. The program is intended to provide support for state, local, territorial, and tribal governments in responding to the economic and public health impacts of COVID-19 and efforts to contain impacts on their communities, residents, and businesses. Marion County will receive just over \$67 million in ARPA funds.

The Marion County Commissioners began discussions with local cities in June and July 2021 to identify potential projects eligible for ARPA funding. The commissioners' gathered input from local jurisdictions and others within the county and collected data to identify where the needs are most prominent. The priorities within the county are based on these findings, as well as an evaluation of available data on the inequitable impact of the pandemic on various regions in the county.

Marion County (County) is accepting applications for ARPA eligible projects in two rounds. Round 1 is by invitation only and will be open Tuesday, November 9, 2021, and close on Thursday, December 9, 2021. Round 2 applications are anticipated to open in early 2022 for additional eligible ARPA project grant funding.

ARPA Funding Categories

To be considered for funding, the applicant's organization or municipality (hereafter "organization) shall propose a project that aligns with one of the following ARPA prioritized categories:

- a. Public Health related to responding to COVID-19 and the broader health impacts of COVID-19 and the COVID-19 public health emergency
- b. Negative Economic Impacts related to household assistance, job training, tourism, travel or hospitality and other impacted industries
- c. Disproportionately Impacted Communities projects related to education assistance or housing support
- d. Water and Sewer infrastructure projects that are eligible under the Environmental Protection Agency's Drinking Water and Clean State Revolving Funds
- e. Broadband projects designed to provide service to unserved or underserved households or businesses

Organization Eligibility

The County is seeking applications from organizations with projects that qualify under the ARPA Funding Categories and are invited to apply in Round 1. The organization(s) will be required to carry out the program or project as a subrecipient with the County's awarded ARPA funding and must meet all federal requirements. Up to 5% of the total ARPA funding award will be allowable for administrative charges.

The organizations will also be required to comply with, at a minimum, U.S. Treasury's Interim Final Rule, Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 "Uniform Guidance", CSLFRF Frequently Asked Questions, and the sample Grant Agreement including its exhibits and attachments.

Period of Performance

All ARPA funds administered through the 2021 Marion County ARPA Funds Application must be obligated/signed contract by December 31, 2024 and have projects completed by December 31, 2026.

Procurement

Organizations awarded are responsible for ensuring that any procurement using ARPA funds, or payments under procurement contracts using such funds, are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable.

The Davis-Bacon Act requirements (prevailing wage rates) do not apply to projects funded solely with ARPA awarded funds. Organizations may be otherwise subject to the requirements of Davis-Bacon Act, when APRA funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act. State of Oregon Prevailing Wage Laws will apply to these funds.

Monitoring

The County will conduct a Subrecipient Risk Assessment on each organization. In addition, the County will monitor the activities of the subrecipient to ensure compliance with the ARPA award and federal requirements. Monitoring could consist of, but is not limited to, site visits, review of financial records such as budget to actual reports, expenditures, contracts and other legal instruments, prior audits, or other documentation to ensure compliance with ARPA funds and federal requirements.

Reporting

Organizations shall be required to comply with Financial and Performance Reporting Requirements as detailed in U.S. Treasury's CSLFRF Compliance and Reporting Guidance, Part 2.

Project and Expenditure Reports are due to Marion County 15 days after the close of each quarter. Organizations shall report quarterly on the following:

- Project description and status of completion
- Project obligations and expenditures
- Project demographic distribution
- Civil Rights Compliance
- Required Programmatic Data (additional project categories may require additional reporting requirements)
 - Infrastructure projects
 - Other than infrastructure projects

Organizations shall submit a Performance Report annually to provide the required narrative and data to assist the county with compiling the Recovery Plan Performance Report. The annual reporting period is July 1st through June 30th and reports are due 15 days following the close of the fiscal year.

Checklist/Minimum Review

This application packet includes the Application, Attachment 1: Attestation Form, Attachment 2: Project Budget Workbook, Appendix 1: Expenditure Categories, and Attachment 3: Sample Grant Agreement.

To be eligible for review, each application must include the following:

- [] Completed Application
- [] Attachment 1: Attestation Form
- [] Attachment 2: Project Budget Worksheet

Submission Deadline: December 9, 2021 - 4:30 p.m.

Applications must be mailed or delivered to:

Marion County
Attn: Contracts & Procurement Manager
555 Court Street NE, 4th Floor, Suite 4247
Salem, OR 97301

Or by Email to: PO_Contracts@co.marion.or.us

Applications are due at the County no later than **Thursday, December 9, 2021, at 4:30 P.M.**
Applications will be considered time-stamped and received by the County when they are received in the email inbox listed on the cover page or delivered in hard copy.

To assure that your application receives priority treatment, please mark the email subject line "**BO-1030-21 ARPA Funds Application**".

Applicants must include their name and address and contact information in the body of the email. It is the Applicant's responsibility to ensure that applications are received prior to the stated submission deadline and email address.

The application may not exceed a total of 25 single-sided, 8.5" x 11" numbered pages. Proposals shall be Microsoft compatible or searchable Adobe format and shall not be more than 50MB.



2021 MARION COUNTY ARPA FUNDS APPLICATION ROUND 1

Organization Name: City of Detroit

Project Title: Water System Improvements

ARPA Funding Category: Eligible Drinking Water System Infrastructure Projects Item 5
11 – Drinking water: Transmission & Distribution and 5.13 – Drinking water: Source

I. Organization Information

Legal Name of the Organization: * City of Detroit

Doing Business As (DBA) Name (if applicable): _____

Employer Identification Number (EIN): * 93-0570394

DUNS Number: ** 013621755

**Organization must be able to obtain a DUNS Number by the time the Contract is executed

Organization Street Address: * 2340 Martin Drive, #103

City: Stayton State: Oregon Zip Code: 97383

Organization Mailing Address: PO Box 589
(if different from street address)

City: Detroit State: Oregon Zip Code: 97342

Organization Website: * detroitoregon.us
(Please enter "N/A" if none)

Applicant Name: * Kelly Galbraith

Applicant Title: * City Recorder

Applicant Mailing Address: _____
(if different from organization mailing address)

City: _____ State: _____ Zip Code: _____

Applicant Phone: * (503) 854-3496 Applicant E-mail: * detroit@wvi.com

Project Contact: _____
(if different from applicant)

Project Contact Phone: (_____) _____ Project Contact E-mail: _____

* Response required for application to be considered complete

II. Project Information *(not exceed a total of 25 single-sided, 8.5" x 11" numbered pages)*

1. Describe the organization that will manage the project and include the following:
 - a. Total estimated project budget
 - b. Estimated start date and completion dates
 - c. List the project team. Include the name, title, employer, and a high-level overview of their role in the project.
2. Describe the project need and the impact the project will have on the local community and Marion County.
3. Describe the project proposal to be accomplished. Identify each project element and include a timeline and key team member(s) who will work on the project.
4. Describe how the project meets the ARPA eligible categories and the specific category requirements according to U.S. Treasury Guidelines, see [State and Local Fiscal Recovery Funds \(marion.or.us\)](https://www.co.marion.or.us/BOC/CD/Pages/fiscalrecoveryfunds.aspx).
<https://www.co.marion.or.us/BOC/CD/Pages/fiscalrecoveryfunds.aspx>
 - a. Describe how the project meets the ARPA period of performance.
5. Is this project included in an adopted City/County or organization's plan or another documented community need? For example: City Infrastructure Master Plan, City Economic Development Plan, City Transportation Plan or City Strategic Plan, etc.
6. Describe the organization's experience as a subrecipient. Describe the capacity to successfully manage and submit reporting requirements for the proposed project as a subrecipient of federal awards.
7. Identify and describe partnerships the organization has secured to assist with the project?
8. Describe how the operations will be funded after the project is complete.
9. Identify and describe other Federal, State, or local government funding the organization has applied for, including ARPA funds from governments. Include the source(s) and amount(s) applied for, and any awards received.
10. Identify and describe other non-governmental funding sources (e.g. fees, donations, grants) the organization has applied for. Include the source(s) and amount(s) applied for, and any awards received.
11. If the total ARPA funding request is not granted, how will the organization be able to complete the project?
12. Describe how the project will meet project deadlines – include engineering. Identify any reports or other information related to the project such as completed engineering, architectural, or design studies or other technical studies required for the project. Identify the name and a brief description of the completed study. Marion County will request copies of these studies during the technical review period.
13. Provide any additional information related to the project.

Attachment 1. Attestation Form

APPLICANT NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ EMAIL: _____ WEB SITE: _____

TAXPAYER ID NUMBER: 93-0570394 DATE/STATE OF INCORPORATION: _____

BUSINESS DESIGNATION: Corporation Sole Proprietor Partnership
 S Corporation Non-Profit Government
 Other: _____

CERTIFICATION/LICENSE NUMBER: _____

The undersigned further acknowledges, attests and certifies individually and on behalf of the Applicant that:

1. That this proposal is, in all respects, fair and without fraud; that it is made without collusion with any official of the county; and that the proposal is made without any collusion with any person making another proposal on this Contract.
2. Information and prices included in this proposal shall remain valid for ninety (90) days after the proposal due date or until a Contract is approved, whichever comes first.
3. The Applicant acknowledges receipt of all Addenda issued under the Application.
4. The Applicant certifies that it does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, financial ability, age or other non-job-related factors as per ORS 659 and USC 42 2000e.
5. The Applicant, acting through its authorized representative, has read and understands all Application instructions, specifications, and terms and conditions contained within the Application and all Addenda, if any;
6. The Applicant agrees to and shall comply with, all requirements, specifications and terms and conditions contained within the Application, including all Addenda, if any;
7. The proposal submitted is in response to the specific language contained in the Application, and Applicant has made no assumptions based upon either (a) verbal or written statements not contained in the Application, or (b) any previously-issued Application, if any.
8. The Applicant agrees that if awarded the Agreement, Applicant shall be authorized to do business in the State of Oregon at the time of the award;
9. The signatory of this Application Form is a duly authorized representative of the Applicant, has been authorized by Applicant to make all representations, attestations, and certifications contained in this proposal document and all Addenda, if any, issued, and to execute this proposal document on behalf of Applicant.
10. By signature below, the undersigned Authorized Representative hereby certifies on behalf of Applicant that all contents of this Application Form and the submitted proposal are truthful, complete and accurate. Failure to provide information required by the Application may ultimately result in rejection of the proposal.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY

MATTERS - The Applicant certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in item number 2 of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;

5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

Where Applicant is unable to certify to any of the statements in this certification, Applicant shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude Applicant from award of an agreement under this procurement.

IF THE PROPOSAL IS MADE BY A JOINT VENTURE, IT SHALL BE EXECUTED BY EACH PARTICIPANT OF THE JOINT VENTURE.

THIS APPLICATION SHALL BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT; ANY ALTERATIONS OR ERASURES TO THE OFFER SHALL BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

SIGNATURE OF APPLICANT'S DULY AUTHORIZED REPRESENTATIVE FOR ALL SECTIONS:

Authorized Signature: _____

Print Name: _____

Title: _____

Contact Person (Type or Print): _____

Telephone Number: () _____

Email: _____

The Applicant will notify the County representative on the cover page of this Application within 30 days of any change in the information provided on this form.

1. Describe the Organization that will manage the project and include:

a. Total Estimated project Budget

Total Estimated project budget is \$9,441,667 and is detailed in the attached budget worksheet.

b. Estimated start date and completion dates

Design work will begin shortly after the allocation of funds to the various attached projects. Estimated design start dates are November 2022 with construction activities being completed by December 31 2026. Start and end dates are included with the estimated project budgets.

c. List of the project team. Include the name, title, employer, and a high-level overview of their role in the project.

Personnel	Title	Employer	Role
Jim Trett	Mayor	City of Detroit	Jim will have signing authority on behalf of the City of Detroit
Kelly Galbraith	City Recorder	City of Detroit	Kelly will be the primary point of contact for the City for the project and will review and submit draw requests.
Robert Henry, PE	City Engineer	HBH Consulting Engineers, Inc.	Rob is the City Engineer for the City of Detroit and will review design drawings for compliance with local, state, and federal regulations, as well as prepare required environmental and planning documents.

2. Describe the project need and the impact the project will have on the local community and Marion County.

In September 2020, the City of Detroit suffered catastrophic losses in the Lionshead Complex Wildfires. The fire burned through the City's water treatment facilities and rendered the remaining facilities inadequate to deal with post wildfire water quality. This resulted in the City of Detroit being without water for approximately seven months post fire. The extended time without potable water left remaining citizens unable to use their properties and restricted redevelopment of the City post fire. Without potable water, sanitary facilities were not functional, and many residents were restricted from building back. The extended period of time without potable water or sanitary facilities identified an important need for resiliency within the City of Detroit. The City will continue dealing with post wildfire impacts for nearly a decade as both of the City's raw water sources are at a high risk of debris flows according to USGS.

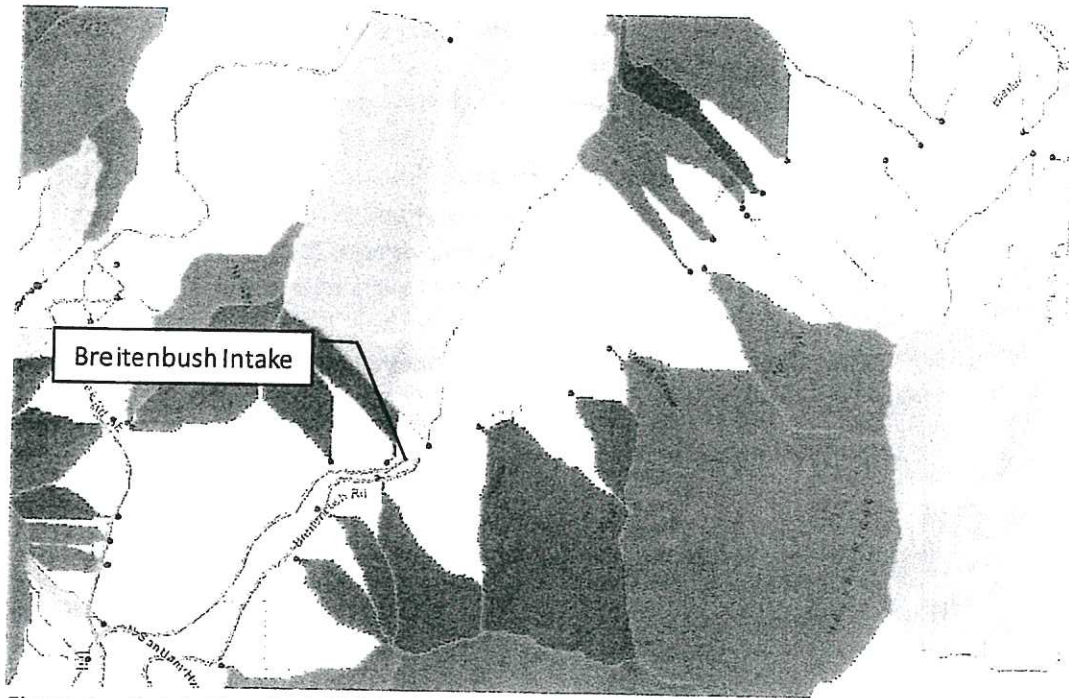


Figure 1 – Debris Flow Probabilities in basins entering the Breitenbush River (USGS, 2021)

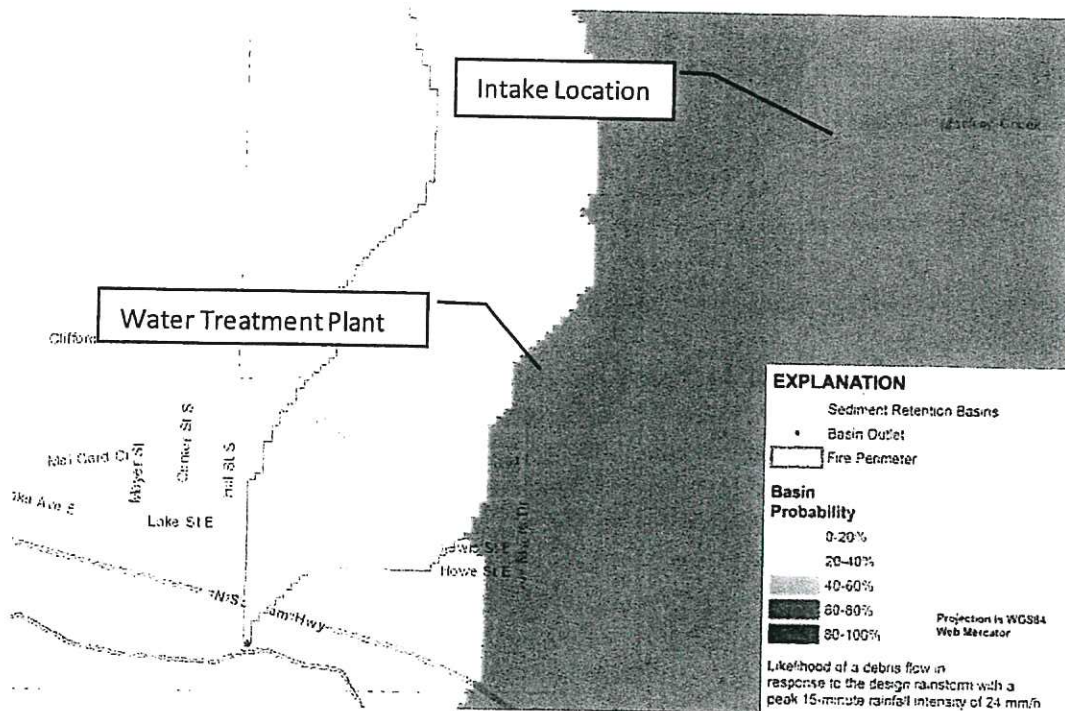


Figure 2 – USGS Preliminary Hazard Assessment Map for Mackey Creek (USGS, 2021)

With each of the City's intakes at a high risk of damage resulting in a loss of function, the need for system resiliency has become one of the most pressing needs for the City. The City of Idanha

owns and operates a public water system approximately 3 miles east of Detroit with the furthest extents of the two systems being approximately 1.5 miles apart. The capacity of the Idanha water system is 204 gallons per minute (GPM) while the pre-fire capacity of the City of Detroit's water system was approximately 250 GPM (with the ability to push upwards of 320 GPM). Installing an emergency intertie between the two Cities would address the resiliency issues currently faced by both cities. In the event of a future emergency, either City would be capable of supplying potable water to the other for a short period of time. It is unlikely that either City would be capable of supplying peak demand to both Cities at the same time. However, in an emergency situation, either City would be capable of supplying sufficient quantities of potable water to both Cities with limited water restrictions. Resiliency for both Cities would mitigate against potential negative health and human safety risks due to being without potable water and would mitigate against any negative economic impacts faced during an emergency.

The second project addresses the deficiencies of the City's water distribution system. The City has made significant efforts to upgrade an outdated distribution system. At this point, approximately two thirds of the City's water system has been upgraded. However, the remaining third of the water system is currently deficient. The upgrades to the distribution system are broken down into two separate priority projects. Priority 1 projects will replace portions of the distribution system that are past their service life and are likely leaking or otherwise compromised. Not replacing these water mains increases the City's risk of contamination due to groundwater influx or disconnected water mains forming disinfection byproducts. Priority 2 projects aim to address portions of the distribution system that were not installed according to current City standards. Known deficiencies in these mains increases the likelihood of leakage at pipe joints and fittings that could allow groundwater influx.

Finally, the fire and recovery has radically altered Detroit's water system, such that its current Water Master Plan (WMP) does not reflect current conditions or capital expenditure needs whatsoever. The ARPA projects will complete the system upgrade, so it is appropriate to produce a new WMP as part of this effort. This new WMP will update the City's asset inventory and provide an updated capital improvements plan (CIP) that reflects the new system conditions.

3. Describe the project proposal to be accomplished. Identify each project element and include a timeline and key team member(s) who will work on the project.

Detroit/Idanha Intertie

Kelly Galbraith and Robert Henry will work to begin the preliminary permitting process with the Oregon Health Authority (OHA) and the Oregon Department of Transportation (ODOT) during the winter of 2022. It is anticipated that permitting for the project may take upwards of 12 months to complete. Once OHA and ODOT have agreed to the process, the City will begin drafting a Request for Qualifications (RFQ) for the design of the community intertie. A design engineer will be selected by the fall of 2023 and design will be completed prior to spring 2024. With design completed, construction of the project will begin in late spring of 2024 with construction wrapping up by the end of 2024.

Priority 1 Distribution Improvements

Kelly Galbraith will begin drafting an RFQ for the design of both Priority 1 & 2 Distribution Improvements. The design engineer will be selected by the fall of 2024 and design will be completed prior to spring 2025. The project will immediately be publicly bid so that construction can begin in early spring 2025. Construction is anticipated to last seven months and will be completed by the end of 2025.

Priority 2 Distribution Improvements

It is expected the design engineer will immediately begin designing the Priority 2 Distribution Improvements in the Summer of 2023 as construction begins on the Priority 1 improvements. The project will be advertised for bids over the winter with the construction contract being awarded in early 2026. Construction will begin prior to spring 2026 and is expected to be completed by the end of 2026.

Water Master Plan

Robert Henry, in cooperation with Kelly Galbraith, will begin preparing the WMP in the Winter of 2022. OHA approval is anticipated to take approximately 18 months, with a final WMP ready in the Spring of 2024. Jim Trett and Kelly Galbraith will submit the final WMP for council approval in the Summer of 2024.

4. Describe how the project meets the ARPA eligible categories and the specific category requirements according to US Treasury Guidelines, see State and Local Fiscal Recovery Funds (marion.or.us). <https://www.co.marion.or.us/BOC/CD/Pages/fiscalrecoveryfunds.aspx>

The first three ARPA projects being applied for are all related to Infrastructure (EC 5), specifically drinking water. Per the guidelines, these projects must be eligible for funding under EPA DWSRF rules. The Detroit/Idanha Intertie is a source water project (EC 5.13), and is eligible as it provides an alternative supply (interconnection type) for the City in case of drought/emergency (Idanha's and Detroit's watersheds do not overlap, and so are more resilient to interruption due to drought or another emergency). The Priority 1 and 2 Distribution Improvements are Transmission and Distribution Improvements (EC 5.11), and are eligible because they prevent contamination of drinking water by non-potable liquids by removing system leaks. Leaks are potential points of infiltration for groundwater, so reducing leakage reduces the likelihood of groundwater intrusion into the distribution system. The Water Master Plan is an administrative activity (7.1/7.2) required to support the other projects and incorporate the substantial changes into the City's long-term capital and maintenance plans.

a. Describe how the project meets the ARPA period of performance.

None of these projects were planned or started prior to March 3, 2021. All funds will be expended prior to December 31, 2026. Please see No. 3 for project-specific timeline information.

5. Is this project included in an adopted City/County or organization's plan or another documented community need? For example: City Infrastructure Master Plan, City Economic Development Plan, City Transportation Plan, or City Strategic Plan, etc.

None of these projects are present in existing City documentation in their entirety. Several portions of the Priority 1 Distribution Improvements were extracted from the City's Water Master Plan (WMP). The most current WMP was prepared in 2008 and was updated in 2009.

- 6. Describe the organization's experience as a subrecipient. Describe the capacity to successfully manage and submit reporting requirements for the proposed project as a subrecipient of federal awards.**

The City has received Safe Drinking Water Revolving Loan Funds (SDWRLF) in the past for the completion of a water distribution improvements project. The project upgraded approximately two thirds of the City's water distribution system. The City contracted with their City Engineer to complete much of the contract project administration.

- 7. Identify and describe partnerships the organization has secured to assist with the project?**

Marion County is a key partner in the projects. Chris Eppley works with Marion County and is serving as the City Manager for the City of Detroit in the post 2020 wildfire disaster recovery efforts. The City of Idanha has been approached about this project as well as an intergovernmental agreement will need to be executed for the Detroit-Idanha intertie. The City of Idanha is open and interested in the intertie between the two communities. While no partnerships have been secured yet, the City will need to work closely with OHA on all projects and ODOT on the Detroit-Idanha Emergency Intertie.

- 8. Describe how the operations will be funded after the project is complete.**

Distribution Improvements projects are not anticipated to increase operating costs after completion, and are actually anticipated to reduce operational expenditures due to reduced water loss. The intertie is anticipated to increase operating costs in two main ways: actual cost to produce and transport water during emergencies, and routine maintenance. The Cities of Idanha and Detroit will enter into an intergovernmental agreement (IGA) to address both of these costs. The IGA has not been drafted; however, it is likely that the emergency intertie will be metered, with each City charging the other a bulk usage rate. Depending upon an economic analysis, each City may either increase its customer water rates to cover anticipated additional expenditures or determine that existing rates can accommodate the anticipated expense.

Routine maintenance will be covered by water rates, with costs being shared between Detroit and Idanha based upon a method agreed to by both Cities in the IGA. Major repairs/replacements will be funded by bond and/or loan, depending upon the required expenditure.

- 9. Identify and describe other Federal, State, or local government funding the organization has applied for, including ARPA funds from governments. Including the source(s) and amount(s) applied for, and any awards received.**

The City of Detroit has issued a notice of intent for State hazard mitigation funding for the Detroit-Idanha intertie. The City requested funding from FEMA for mitigation funding of this project and was denied. There are no other funding requests out for any of these projects.

Without approved funding, the City would be unable to proceed with the planning, design, or construction of any work detailed in this application.

- 10. Identify and describe other non-governmental funding sources (e.g. fees, donations, grants) the organization has applied for. Including the source(s) and amount(s) applied for, and any awards received.**

No supplemental non-governmental funding sources have been applied for.

- 11. If the total ARPA funding request is not granted, how will the organization be able to complete the project?**

If funding is sufficient to fund some but not all of the projects applied for, the scope of the projects will be adjusted such that all expenses are covered by awarded ARPA funds. If no funding is awarded, then all projects will be abandoned for the foreseeable future. It is likely that Priority 1 Distribution Improvements will eventually be funded via SDWRLF loans, but this is not likely to occur in the near or medium term (out to 2026). The other two projects will be shelved indefinitely until outside funding is available.

- 12. Describe how the project will meet project deadlines – include engineering. Identify any reports or other information related to the project such as completed engineering, architectural, or design studies or other technical studies required for the project. Identify the name and a brief description of the completed study. Marion County will request copies of these studies during the technical review period.**

The City and HBH will immediately begin preparing the following documentation immediately after ARPA award: ODOT Utility Permit (for intertie), Environmental Assessment (for intertie), Categorical Exclusion (for distribution improvements), and Water Master Plan (incorporate ARPA projects into City's long term infrastructure plan). The Environmental Assessment will address the anticipated environmental and cultural impacts of the intertie, while the categorical exclusion will note why an Environmental Assessment does not need to be prepared for the distribution improvement projects. The Water Master Plan will meet OHA requirements, and update the system description and capital improvements plan for the water system. The goal is to have these documents prepared and under review (ideally also approved) before awarding the engineering contract. The contract engineer will require all required plans and specifications for the projects.

- 13. Provide any additional information related to the project.**

Priority 1 and 2 distribution system maps are included as attachment 4 and detailed cost estimates are included as attachment 5.

Attachment 3

CATEGORY	Int / Ext	ARPA FUNDS REQUEST	OTHER FUNDS (if applicable)		TOTAL
			AMOUNT	SOURCE	\$ 9,441,667.00
Administrative					\$ 397,562.00
Legal & Admin	External	\$ 357,562.00			\$ 357,562.00
Water Master Plan	External	\$ 40,000.00			\$ 40,000.00

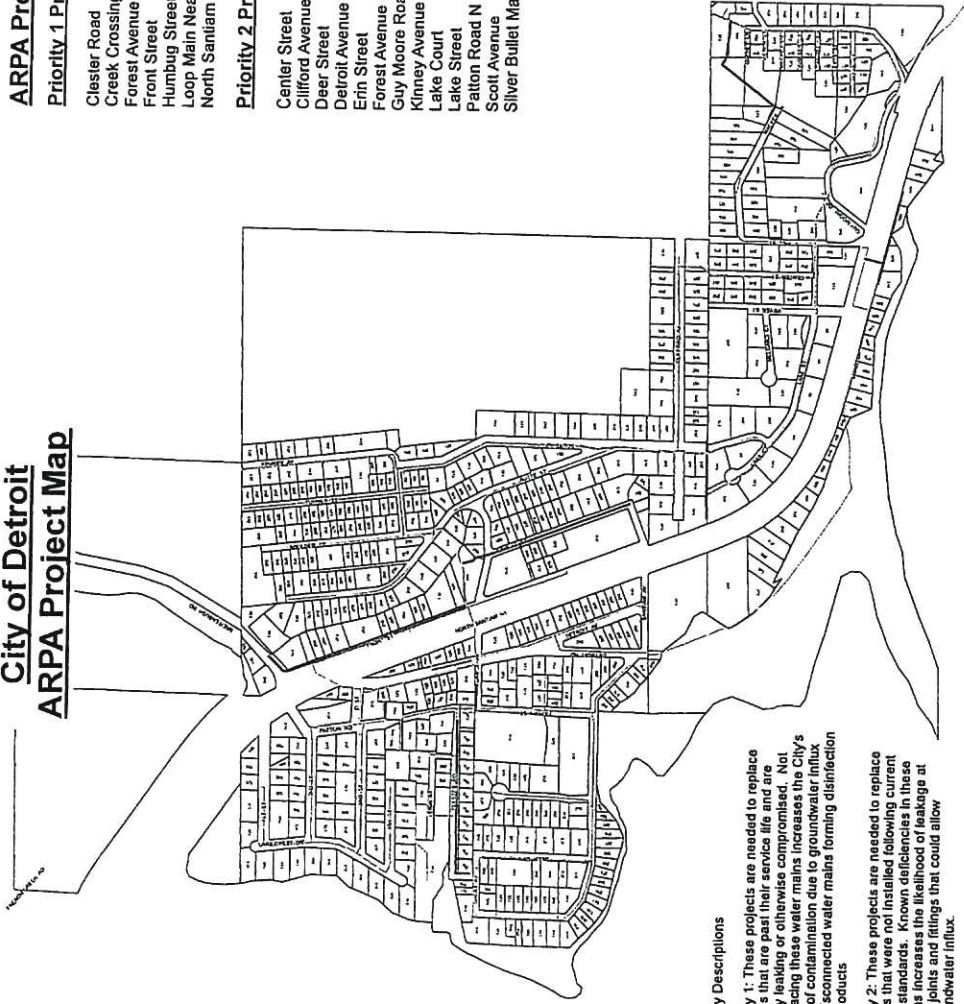
City of Detroit ARPA Project Map

- ### ARPA Project Pipe Lengths
- #### Priority 1 Projects
- Clesler Road 950 LF 6-IN
 - Creek Crossing 720 LF 8-IN
 - Forest Avenue Priority 1 260 LF 8-IN
 - Front Street 290 LF 4-IN
 - Humburg Street 670 LF 4-IN, 20 LF 6-IN, 360 LF 8-IN
 - Loop Main Near Clifford 240 LF 8-IN
 - North Santiam Highway 540 LF 4-IN
- #### Priority 2 Projects
- Center Street 10 LF 6-IN, 780 LF 8-IN
 - Clifford Avenue 300 LF 4-IN
 - Deer Street 710 LF 6-IN
 - Detroit Avenue N 1040 LF 6-IN
 - Elm Street 670 LF 4-IN
 - Forest Avenue Priority 2 90 LF 8-IN
 - Guy Moore Road 40 LF 6-IN, 2540 LF 8-IN
 - Kinney Avenue 100 LF 4-IN, 20 LF 6-IN, 820 LF 8-IN
 - Lake Court 10 LF 6-IN, 450 LF 8-IN
 - Lake Street 10 LF 6-IN, 850 LF 8-IN
 - Patton Road N 140 LF 6-IN
 - Scott Avenue 90 LF 6-IN, 2190 LF 8-IN
 - Silver Bullet Main 560 LF 8-IN

	Priority 1	Priority 2	Total
4-IN	1500	1070	2570
6-IN	970	2070	3040
8-IN	1580	8280	9860

Legend

- Taxlots
- N/A
- Priority 1
- Priority 2



Priority Descriptions

Priority 1: These projects are needed to replace pipes that are past their service life and are likely leaking or otherwise compromised. Not replacing these water mains increases the City's risk of contamination due to groundwater influx or disconnected water mains forming disinfection byproducts

Priority 2: These projects are needed to replace pipes that were not installed following current City standards. Crown deficiencies in these mains increase the likelihood of leakage at pipe joints and fittings that could allow groundwater influx.

HBH Consulting Engineers, Inc
Engineer's Estimate of Probable Cost
Water System Improvements

Date: 11/29/2021
 Project: Water System Improv.
 Job No.: 2006-007.18
 Client: City of Detroit
 Estimated By: MCD

Item	Construction	Contingency	Construction Total	Engineering	Legal & Admin	Total	Start	End
Detroit/Idanha Inter tie	\$2,138,550	\$427,710	\$2,566,260	\$461,927	\$102,650	\$3,130,837	Nov-22	Dec-24
Priority 1 Distribution Improvements	\$1,440,805	\$144,081	\$1,584,886	\$285,279	\$79,244	\$1,949,409	Nov-23	Dec-25
Priority 2 Distribution Improvements	\$3,193,955	\$319,396	\$3,513,351	\$632,403	\$175,668	\$4,321,421	Nov-24	Dec-26
Water Master Plan	\$0	\$0	\$0	\$0	\$40,000	\$40,000	Jan-26	Dec-26
Total	\$6,773,310	\$891,186	\$7,664,496	\$1,379,609	\$397,562	\$9,441,667		

HBH Consulting Engineers, Inc
Engineer's Estimate of Probable Cost
Water System Improvements

Date: 11/29/2021
 Project: Water System Improv.
 Job No.: 2006-007.18
 Client: City of Detroit
 Estimated By: MCD

Detroit - Idanha Emergency Water System Intertie					
Item	Description	Quantity	Unit	Unit Cost	Cost
1	Mobilization, Permitting, & Insurance	1	LS	\$121,050.00	\$121,050.00
2	Staking & Survey	1	LS	\$20,000.00	\$20,000.00
3	Erosion Control	1	LS	\$15,000.00	\$15,000.00
4	6" Ductile Iron Pipe	20500	LF	\$75.00	\$1,537,500.00
5	Rock Excavation	1000	CY	\$250.00	\$250,000.00
6	Bidirectional Pump Station	1	LS	\$195,000.00	\$195,000.00
Subtotal					\$2,138,550.00
Contingency					\$427,710.00
Construction Subtotal					\$2,566,260.00
Engineering					\$461,926.80
Legal & Admin					\$102,650.40
Total					\$3,130,837.20

HBH Consulting Engineers, Inc
Engineer's Estimate of Probable Cost
Water System Improvements

Date: 11/29/2021
 Project: Water System Improv.
 Job No.: 2006-007.18
 Client: City of Detroit
 Estimated By: MCD

Priority 1 Distribution Improvements					
Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Mobilization, Bonding, & Insurance	1	LS	\$110,000.00	\$110,000.00
2	Staking & Survey	1	LS	\$15,000.00	\$15,000.00
3	Erosion Control	1	LS	\$12,000.00	\$12,000.00
4	Traffic Control	1	LS	\$15,000.00	\$15,000.00
5	Saw Cutting	24740	LF	\$2.00	\$49,480.00
6	4" PVC C-900 Pipe (Installation, excavation, bedding, backfill, valves, hydrants, fittings)	1500	LF	\$100.00	\$150,000.00
7	6" PVC C-900 Pipe (Installation, excavation, bedding, backfill, valves, hydrants, fittings)	970	LF	\$110.00	\$106,700.00
8	8" PVC C-900 Pipe (Installation, excavation, bedding, backfill, valves, hydrants, fittings)	1580	LF	\$120.00	\$189,600.00
9	Service Lateral Replacement	61	EA	\$4,550.00	\$277,550.00
10	Connect to Ex. Water Main	13	EA	\$4,000.00	\$52,000.00
11	Abandon Ex. Facilities	1	LS	\$12,500.00	\$12,500.00
12	Gravel Surfacing Patch (if necessary)	300	CY	\$60.00	\$18,000.00
13	Foundation Stabilization (if necessary)	300	CY	\$55.00	\$16,500.00
14	Rock Excavation (if necessary)	800	CY	\$250.00	\$200,000.00
15	AC Trench Patch	6185	LF	\$35.00	\$216,475.00
Construction Subtotal					\$1,440,805.00
Contingency (10%)					\$144,080.50
Construction Total					\$1,584,885.50
Engineering (18%)					\$285,279.39
Legal & Admin (5%)					\$79,244.28
Construction Subtotal					\$1,949,409.17

HBH Consulting Engineers, Inc
Engineer's Estimate of Probable Cost
Water System Improvements

Date: 11/29/2021
 Project: Water System Improv.
 Job No.: 2006-007.18
 Client: City of Detroit
 Estimated By: MCD

Priority 2 Distribution Improvements					
Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Mobilization, Bonding, & Insurance	1	LS	\$225,000.00	\$225,000.00
2	Staking & Survey	1	LS	\$15,000.00	\$15,000.00
3	Erosion Control	1	LS	\$12,000.00	\$12,000.00
4	Traffic Control	1	LS	\$15,000.00	\$15,000.00
5	Saw Cutting	63740	LF	\$2.00	\$127,480.00
6	4" PVC C-900 Pipe (Installation, excavation, bedding, backfill, valves, hydrants, fittings)	1070	LF	\$100.00	\$107,000.00
7	6" PVC C-900 Pipe (Installation, excavation, bedding, backfill, valves, hydrants, fittings)	2070	LF	\$110.00	\$227,700.00
8	8" PVC C-900 Pipe (Installation, excavation, bedding, backfill, valves, hydrants, fittings)	8280	LF	\$120.00	\$993,600.00
9	Service Lateral Replacement	129	EA	\$4,550.00	\$586,950.00
10	Connect to Ex. Water Main	18	EA	\$4,000.00	\$72,000.00
11	Abandon Ex. Facilities	1	LS	\$20,000.00	\$20,000.00
12	Gravel Surfacing Patch (if necessary)	300	CY	\$60.00	\$18,000.00
13	Foundation Stabilization (if necessary)	300	CY	\$55.00	\$16,500.00
14	Rock Excavation (if necessary)	800	CY	\$250.00	\$200,000.00
15	AC Trench Patch	15935	LF	\$35.00	\$557,725.00
Construction Subtotal					\$3,193,955.00
Contingency (10%)					\$319,395.50
Construction Total					\$3,513,350.50
Engineering (18%)					\$632,403.09
Legal & Admin (5%)					\$175,667.53
Construction Subtotal					\$4,321,421.12

MEMORANDUM

City of Detroit, Oregon
(503) 854-3232
E-mail: detroit@wvi.com

November 30, 2021

RE: Christmas Bonus for City Employees

In the spirit of the season, I would like to ask Council to grant a \$50 gift card for city employees Kelly Galbraith, Michelle Connor, Bob Bruce, Mike Vetter and Buddy Stormer.

This gift is much appreciated!

Thank you,

CITY OF DETROIT
Kelly Galbraith, City Recorder

SNOW PLOWING AGREEMENT

(2021 -- 2022)

CITY: City of Detroit
Address: _____
Telephone Number: _____
Facsimile Number: _____

CONTRACTOR: Siegmund Excavation & Construction, Inc.
PO Box 840
Address: 18052 Fern Ridge Rd. SE, Stayton Oregon 97383
Telephone Number (Normal business hours
between 8:00 A.M. and 5:00 P.M.): (503) 769-6280
Telephone Number (Weekend or after normal
business hours): (503) 932-3888
Facsimile Number: (503) 769-1834
Construction Contractor Board No.: 128312

THIS AGREEMENT (the "*Agreement*") is made on November 15th, 2021 between *City of Detroit*, a city located in Marion County, Oregon (the "*City*"), and *Siegmund Excavation & Construction, Inc.*, an Oregon corporation (the "*Contractor*").

In consideration of the mutual promises, covenants and conditions contained herein, the parties agree as follows:

1. Duration

Unless earlier terminated, this Agreement is effective from the date first above written through June 1, 2022. However, if City shall engage Contractor for Snow Plowing Services after an Early Termination date as defined in Section 7, below, the terms of this Agreement shall continue to govern performance of the Snow Plowing Services.

2. Scope of Work

Contractor shall provide snow removal services as requested by City and offered by Contractor (the "*Snow Plowing Services*"). Contractor shall provide Snow Plowing Services at locations within the municipal boundaries of City and, in accordance with instructions from City, as prioritized by specific location. If not so specified, Contractor shall determine the priority of snow removal locations within the City.

3. Request

City shall request Snow Plowing Services by telephone to Contractor's number listed above at the beginning of each snow event. The Snow Plowing Services will be performed on an "as-needed" basis during snow events. Contractor shall commence Snow Plowing Services no later than the day following each request, with the understanding that Contractor shall not ordinarily commence Snow

Plowing Services on weekends or after normal business hours, City shall contact Contractor at the weekend number listed above or such other number specified by Contractor.

4. Rates

Contractor shall be paid the hourly rates and material rates listed on the attached *Exhibit A* (the "*Designated Rate(s)*"). Contractor shall be paid the Designated Rate for a minimum of eight (8) hours daily for each piece of equipment utilized upon each snow event, regardless of the actual daily hours spent performing services. The Designated Rate shall include the cost for vehicles, equipment, drivers, operators, fuel, tools, chains, and other equipment or incidentals needed to perform the services. Cinder rock is charged by the cubic yard.

5. Payment

Contractor will submit monthly itemized statements to City. Contractor's statements shall contain an itemized description of the Snow Plowing Services completed by Contractor, including the equipment and supplies utilized and number of hours performed. City will pay Contractor's statements within thirty (30) days of receipt. Past due statements shall accrue interest at the rate of one and 50/100 percent (1.5%) per month.

6. Performance of Services

6.1 Contractor's Performance

Contractor shall make commercially reasonable efforts, given the Snow Plowing Services requested, to satisfactorily clear and remove snow from the locations prioritized by City. However, City understands that complications may arise and present challenges to clearing and removing snow, such as severe weather and equipment limitations.

6.2 Scale of Services

The manner, means, and method of Snow Plowing Services provided, including the equipment utilized, shall be determined at the sole discretion of Contractor. Contractor retains the discretion to determine the duration of the Snow Plowing Services during each day. City acknowledges that the Snow Plowing Services will ordinarily be performed during daylight hours. However, weather conditions and safety considerations will be considered by Contractor in determining the schedule of the Snow Plowing Services. Contractor reserves the right to refuse to perform requests made by City if Contractor believes that the Snow Plowing Services cannot be performed in a safe or efficient manner, as determined at Contractor's sole discretion.

6.3 Assignment/Subcontracting

Contractor shall not assign or subcontract any portion of Contractor's Work without the expressed written permission of City which may be withheld at its sole discretion.

6.4 Contractor's Employees

Contractor covenants that it has adequately trained all of its employees, agents, and representatives (the "Contractor's Employees") that will be working on the job. Contractor's Employees are bound by the terms and conditions of this Agreement. Contractor shall pay all contributions for social security and employment taxes which are measured by wagers, salaries, or other remuneration, whether levied under existing or subsequently enacted laws, rules, or regulations. Contractor's Employees shall in no way be considered employees of City.

6.5 Equipment / Materials

Contractor is responsible for supplying all the necessary tools and equipment necessary to perform the Snow Plowing Services. Any loss or damage to any of Contractor's tools and equipment shall be the sole responsibility of Contractor.

6.6 Safety of Persons and Property

Contractor shall make commercially reasonable efforts to perform the Snow Plowing Services in a safe manner and shall comply with and cause its Employees to comply with the safety regulations, and standards of and issued by the State of Oregon and the Federal Occupational Safety and Health Act ("OSHA").

6.7 Insurance

Prior to the start of the Snow Plowing Services, Contractor, at Contractor's own expense, shall procure and maintain the following insurance coverage:

Workers' Compensation Insurance	As required by statute
Employer's Liability Insurance Coverage	\$100,000 (minimum limit)

Commercial General Liability Insurance, with minimum limits of liability not less than:

Per Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Excess/Umbrella Liability Coverage	\$2,000,000 (minimum)

Comprehensive Automobile Liability Insurance, with minimum limits of liability not less than:

Automobile Liability, Combined single limit	\$1,000,000
Hired and Non-owned Automobile Liability	\$1,000,000

Such insurance shall be with a company authorized to do business in Oregon. Contractor shall provide proof of insurance to City upon request.

6.8 Indemnification

6.8.1 Contractor

Contractor shall indemnify, defend and hold harmless City from and against any damages, losses, or expenses resulting from reckless conduct or gross negligence of Contractor or its employees, including attorney's fees, from and against any claims or damages from bodily injury, sickness, disease, or death, and except as provided in Section 6.8.2, below, from and against claims for damage to real or tangible personal property.

6.8.2 City

City shall indemnify, defend and hold harmless Contractor from and against any damages, losses, or expenses resulting from reckless conduct or gross negligence of City or its employees, including attorney's fees, from and against any claims or damages from bodily injury, sickness, disease, or death. In addition, except for property damage caused by the gross negligence or reckless conduct of Contractor, as provided in Section 6.8.1, City shall be responsible for and shall indemnify, defend and hold harmless Contractor from and against any damages to real or tangible personal property of any kind or nature arising from the Snow Plowing Services, including but not limited to, damage to buried objects or improvements, inadvertent damage to property and other property damage of any kind arising from the Snow Plowing Services.

7. Termination of this Agreement

Either party may terminate this Agreement within thirty (30) days written notice to the other party (the "*Early Termination*"). Upon the Early Termination of this Agreement Contractor shall not be obligated to perform any Snow Plowing Services upon request of City.

8. Attorneys' Fees

In the event litigation is instituted, including any bankruptcy or arbitration proceedings, arising out of this Agreement, the losing party shall pay the prevailing party's reasonable attorneys' fees, together which may reasonably be incurred in searching records, the costs of expert witness fees and anticipated post judgment collection services. If an appeal is taken from any judgment, the losing party shall pay the prevailing party in the appeal its reasonable attorneys' fees and costs in such appeal. The determination of who is the prevailing party and the amount of reasonable attorneys' fees to be paid to the prevailing party shall be decided by the arbitrator(s) (with respect to all recoverable attorney fees incurred prior to and during any arbitration proceedings) or by the court or courts, including any appellate court, in which such matter is tried, heard, or decided, including the court which hears any exceptions made to an award submitted to it for confirmation as a judgment (with respect to attorneys' fees incurred in such court proceedings). This Section 10 shall not be read to require the parties to arbitrate any claims or disputes arising out of or relating to this Agreement.

9. Miscellaneous Provisions

9.1 *Entire Agreement*

This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior communications, representations, or agreements, verbal or written, between the parties hereto.

9.2 *Severability*

If in any judicial proceeding a court shall refuse to enforce all the provisions of this Agreement, any unenforceable provisions shall be deemed eliminated from the Agreement for the purpose of such proceeding as is necessary to permit the remainder of the Agreement to be enforced in such proceeding. Further, if any provision of this Agreement is determined by a court to be ambiguous, then such court shall not construe such ambiguity against either party.

9.3 *Employment of Attorneys*

The law firm of Saalfeld Griggs PC has been employed by Contractor to prepare this Agreement, and such attorneys represent only Contractor in this matter. City has been advised to seek the advice of counsel of its choosing. The rule of construction that a written agreement is construed against the party preparing or drafting such Agreement shall specifically not be applicable in the interpretation of this Agreement and any documents executed and delivered pursuant to or in connection with this Agreement.

9.4 *Compliance with Law*

Contractor shall comply with all local, state, and federal laws, rules, ordinances, and regulations of all governing bodies having jurisdiction over this Agreement and shall obtain all necessary permits, registrations, and licenses.

9.5 *Federal, State and Local Income Taxes; Other Miscellaneous Taxes*

No state, federal, or local income tax, nor any payroll or employment tax of any kind shall be withheld or paid by City on behalf of Contractor or Contractor's Employees. The income, payroll, or employment taxes that are subject to this section include, but are not limited to, FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, state unemployment tax, and any other taxes or assessments.

9.6 *Headings*

The headings used in this Agreement are solely for convenience of reference, are not part of this Agreement, and are not to be considered in construing or interpreting this Agreement.

9.7 Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflict-of-law principles. The parties hereby submit to jurisdiction in Marion County, Oregon, and agree that any and all disputes arising out of or related to this Agreement shall be litigated exclusively in the Circuit Court for Marion County, Oregon, and in no federal court or court of another county or state. Each party to this Agreement further agrees that pursuant to such litigation, the party and the party's officers, employees and other agents shall appear, at that party's expense, for deposition in Marion County, Oregon.

[Signature Page to Follow]

The parties hereto have signed this Agreement as of the date and year first written above.

CITY:
CITY OF DETROIT

By: _____

Its: _____

Date: _____

CONTRACTOR:
SIEGMUND EXCAVATION & CONSTRUCTION, INC.

By: _____

Andrew Siegmund, President

Date: 11/23/21

EXHIBIT A

2021 RATE SCHEDULE

Equipment	Rate	UoM
Truck, 2 1/2 Ton w/Plow & Sander (F-550) 4x4	89.38	Hour
CAT 143H Grader w/plow attachment	128.38	Hour
CAT 430D Backhoe w bucket or plow attachment	96.46	Hour
CAT 930H Loader w/bucket or plow attachment	122.98	Hour
CAT 930K Loader w/bucket or plow attachment	122.98	Hour
CAT 950G Series II Loader	127.30	Hour
CAT 966G Series II Loader	134.46	Hour
CAT IT-14G Loader w/bucket or plow attachment	128.38	Hour
Dump Truck 11 yd.	98.67	Hour
Dump Truck 16.5 yd.	106.31	Hour
Lowboy Truck w/ Trl 50 Ton, plus permits/pilot cars	148.61	Hour
Misc. Supplies (Cinder Rock)	42.02	Cubic Yard



Date: December 2, 2021

To: City of Detroit City Council

From: McRae Carmichael, Associate Planner MWVCOG

RE: Legislative Amendment Update and Request for Contract Acceptance

REQUEST

Does the City of Detroit want to accept the Grant Award from Department of Land Conservation and Development for a Technical Assistance Grant to complete a Code Audit and Legislative Amendment for the Comprehensive Plan and Detroit Development Code. (see attached letter)

BACKGROUND

The City of Detroit applied for a Technical Assistance Grant to the Department of Land and Conservation Department in September 2021 to begin a code analysis and update. The City received notice they were awarded the grant to update its Development Code in entirety.

Since the fires of 2020, the Planning Commission and City Council have reviewed several Legislative Amendments to enable community members impacted by the fire flexibility while determining how to rebuild. Prior to these amendments, the Planning Commission began a Code update to RV standards in 2018. Prior to that, the last time City of Detroit did a full code audit and update was in 2011.

The Detroit Development Code defines a Legislative Amendment as **Type IV Procedure (Legislative)**. Type IV procedures apply to legislative matters. Legislative matters involve creation, revision, or large-scale implementation of public policy (e.g., adoption of land use regulations, zone changes, and comprehensive plan amendments which apply to entire districts). Type IV matters are considered initially by the Planning Commission with final decisions made by the City Council.

Within the DDC 4.7.3 Legislative Amendments Initiation of Quasi-judicial Amendments. A quasi-judicial amendment may be initiated in any one of the following ways:

1. By resolution of the City Council.

2. By motion of the Planning Commission, followed by a public hearing before the Commission and submission of a recommendation to the Council.
3. By petition of property owners or persons purchasing property under contract, according to procedures outlined herein.

On November 30, 2021, the Planning Commission made a motion to begin a Legislative Amendment for the entire Detroit Development Code. This process will begin at our January 2022 Planning Commission meeting. Staff will begin editing and revising each section of the Detroit Development Code and review with Planning Commission at future meetings.

Staff will schedule periodic joint work sessions between the Planning Commission and City Council in the Spring of 2022 to discuss proposed changes to the DDC. Once we have completed the entire review of the Code, a Public Hearing will be held to adopt proposed changes to the Code.

The public hearing process is outlined in the DDC and will be followed once a complete Code Audit is completed. Staff anticipate the audit process lasting through the Summer of 2022.

Staff recommend the Council give the Mayor consent to accept the grant from DLCD to fund this work.



Oregon

Kate Brown, Governor

Department of Land Conservation and Development

635 Capitol Street NE, Suite 150

Salem, Oregon 97301-2540

Phone: 503-373-0050

Fax: 503-378-5518

www.oregon.gov/LCD

November 23, 2021

Chris Eppley, Community Development Director
City of Detroit
PO Box 589
Detroit, Oregon 97342



SENT VIA E-MAIL

RE: Notice of DLCD Technical Assistance grant award

Dear Chris:

I am very pleased to offer City of Detroit a Technical Assistance grant award for 2021-2023. Your application was selected from among 41 proposals submitted to the Department of Land Conservation and Development for this biennium. Your proposal aligns well with the priorities established in the Land Conservation and Development Commission's Grants Allocation Plan and other approval criteria. The department is prepared to fund the Detroit Development Code Audit and Update project for \$16,560.

Please work with your DLCD regional representative to complete a scope of work and grant contract. Once a grant contract is signed by both parties, reimbursable work on the project may begin.

Oregon's current budget provides funding to support the Technical Assistance grant program. Please note, however, in the event of a significant change in state revenue we may be required to limit a portion of the grant award.

If you have any questions about the award, please contact Nicole Mardell, your DLCD regional representative, at 971-718-2401 or nicole.mardell@dlcd.oregon.gov, or me at (503) 856-6935 or Gordon.howard@dlcd.oregon.gov.

Thanks for your interest, and compliments on your successful application. We look forward to working with you on the project.

Yours truly,

Gordon Howard
Community Services Division Manager

cc: Senator Fred Girod
Representative Jami Cate

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



City of Detroit, Oregon
City Council Reg Session
Minutes

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

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

Email: detroit@wvi.com

Kelly Galbraith, City Recorder

November 2, 2021
6:30 p.m.

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 6:33 PM.
- II. **Roll Call** – Councilors Present – Shelley Engle, Todd, Smith, Eric Page, Greg Sheppard, Michele Tesdal, Tim Luke, and Mayor Trett. Staff Present – Chris Eppley, Kelly Galbraith, and Michelle Connor.

Shelley Engle read her letter of Resignation. Mayor Trett declared a vacancy and staff will develop a plan for finding a replacement.
- III. **Approval of the Agenda** – Eric Page made a motion to approve the agenda, seconded by Todd Smith, all in favor, motion passed unanimously.
- IV. **Special Orders of Business** - None
- V. **Committee Reports** – There will be a report from the Planning Commission later on in the meeting.
- 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.

- Ken Woodward read a letter asking the Council to pass Ordinances that will eliminate unregulated RV parks and pass Ordinance that will protect all property owner's investments. He wants assurance that Ordinances will be enforced. He doesn't want to see residents combining their lots in order to build because we need as many buildable lots Detroit has to offer in order for the sewer project to be affordable. He wants to see the timeline for use of RVs extended to the time the sewer system comes in.
- Traci Boland says we have two issues at hand when discussing RV covers. She is asking for a provision to allow wood structures over RVs until the resident can rebuild. The other issue is residents with empty lots that can't rebuild are putting in multiple RV hook ups and operating as unregulated RV parks.

VII. Resolutions, Orders and Administrative Action

- a. Authorizing to Award Snow Shelter Construction Including Permit Fees to Marion County – Matt Del Moro says Stettler Supply had the lowest bid and most rapid availability to complete the work at \$36,387. They have requested an additional \$10,000 to cover any field changes that may arise. This will be covered by USDA if the City's insurance doesn't cover it. Eric Page made a motion to move forward and award the Snow Shelter Construction to Stettler Supply with a quoted cost of \$36,387 with a potential upcharge limit of \$4,000 if there is any cost overrun. Tim Luke suggested a friendly amendment of \$5,000 for cost overrun and Eric Page agreed. Motion was seconded by Todd Smith who also agreed to the friendly amendment, motion passed without the vote of Michele Tesdal whose device died and she fell out of the meeting.
- b. Authorization To Award the Winterization Work at the Breitenbush Pump Station (shelter and pipe insulation) – Matt Del Moro says the charge is \$3,000 from Stettler and the insurance is covering it. Tim Luke made a motion to award the work to Stettler Supply for \$3,000 to install a fiberglass doghouse enclosure over the pumps and to insulate the piping down at the Breitenbush intake, seconded by Michele Tesdal, all in favor, motion passed unanimously.
- c. Authorization to award the Installation of a Temporary Manual Transfer Switch at the Breitenbush Pump Station – There was discussion about winter weather and landslides and the need for a secondary water source. Tim Luke made a motion to award the Installation of a Temporary Manual Transfer Switch at Breitenbush Pump Station to Northside Electric for \$3,295. Motion seconded by Todd Smith, all in favor, motion passed unanimously.
- d. Ordinance 266 – Review Planning Commission's Recommendation – Mcrae Carmichael stated that the Planning Commission agreed to not change Ordinance 266 at this time. There was also discussion about enforcement issues in the future regarding secondary structures that have been built. The Planning Commission would like to see a targeted outreach to property owners with direct and informative information regarding permitting for Transitional Housing so residents are aware of the requirements. Proper permitting will allow us to ensure compliance. Mcrae confirmed that building permits for residents impacted by the

fires are not a requirement for Transitional Housing. With the Council's permission, Mayor Trett directed the staff to begin to development the information defining what residents can and can't do in future months. There were no objections from the Council. Eric Page made a motion to accept the Planning Commission current recommendation to make no changes to Ordinance 266, seconded by Todd Smith, in favor – Todd Smith, Eric Page, Greg Sheppard, Michele Tesdal and Mayor Trett. Not in favor – Tim Luke. Motion passed.

VIII. Consent Calendar

- a. Approval of the Minutes of the Detroit City Council – October 5, 2021 and October 11,
- b. Approval to Pay the Bills - 2021 – Eric Page made a motion to approve the consent calendar, seconded by Todd Smith, all in favor, motion passed unanimously.

IX. Staff Reports

- a. Marion County Community Development Manager – Chris Eppley had a discussion with Deryl Nielsen who the City Council appointed as Municipal Court Judge at the last meeting. He will be attending the December meeting to introduce himself. Chris explained that we are unique because we have Councilors acting as enforcement officers and that arrangement creates a potential conflict of interest because the Judge is a Charter Officer. The position of Municipal Court Judge is completely separate from City Council. It would be inappropriate for a Councilor to contact the Judge if they don't like how he rules on an issue. The Council should understand that once they submit a violation they need to be completely hands off unless there is a trial and then they would present their side and have no expectation of a particular verdict.

Chris was asked to put together a process to review the City's Charter for the potential November general election submittal for any revisions that Council may want to make. We initially received four letters of interest and after the October 31st deadline received several others. The Mayor will appoint the members with the approval of the Council. Mayor Trett added that he did get verbal interest on October 31st from Dave Walery. Tim Luke says there was ample time for people to apply and doesn't think the Council should consider anyone who didn't apply on time. Tim Luke made a motion to adhere to the October 31st deadline but also accept the verbal notice of interest from October 31st that was presented to the Mayor, seconded by Greg Sheppard, in favor Eric Page, Michele Tesdal, Tim Luke, Not in favor – Todd Smith. Motion passed 5-1.

- b. City Recorder – Kelly Galbraith asked if we are going with Siegmund this year for snow removal? Greg Sheppard said he talked with Andy Siegmund today and he is going to give us the same rate as last year. Andy will send Kelly some information this week. Kelly also mentioned she spoke with Billy Terry with CPI regarding the underground power boxes on Butte, Boulder and Kinney. CPI is going to provide the snow poles for these so they don't get wiped out by the snow plows.

- c. City Clerk – No update
 - d. Planning – Mcrae Carmichael – Mcrae attended an ODE meeting regarding energy savings in the canyon. They discussed House Bill 2289 allowing rebuilding to 2008 codes and incentives to build to current energy codes of 2019. There will be another meeting next Tuesday, November 9th to discuss implementation. There will be grants up \$6,000 for property owners and may be retroactive. Mcrae and Sarah Alleben will begin working on updating codes in January.
 - e. Marion County Sheriff's Office – Deputy Olsen reported one complaint of speeding and some jake breaking on Hwy 22 near Guy Moore. There were no theft issues to report. There was one issue this month but it was on the outskirts of town. He warned to keep all tools and building materials locked up if you leave for the weekend.
 - f. USFS – No update
 - g. Idanha-Detroit Rural Fire Protection District – Joe Darby reported 191 calls this year to date. We currently have 4 in district active volunteers and 13 active out of district volunteers. They are currently ramping up for the Santiam Fire Academy and hoping to send 3 or 4 folks and get them certified. There is also a new volunteer who is helping out with maintenance. They now have a fire core of 5 or 6 volunteers that helps out with fund raising and support on the scene. Joe talked about the importance of housing fire equipment in bad weather and not leaving them out when it's freezing. He mentioned a letter that was sent that mentioned Councilor Page but said he was not in a position to address it. Eric Page expressed concerns about a statement in the letter that references the station in Detroit is not necessary for the district to meet the mission. Eric explained the majority of the revenue for the district come off of the taxes that are generated in Detroit (well over 90%) and recognition should be given to some regard.
 - h. North Santiam Sewer Authority – Ken Woodward says he needs to talk to the board and find a way to inform everyone of what's happening. Everything is still moving forward.
 - Kenny from HBH reported that R&G will be patching up some trenches to get us through the winter until they can do overlay in the Spring. Hill St, Butte, Tumble and Kinney will have some asphalt put down. They will not be addressing 2nd & 3rd streets. Those roads have deteriorated beyond the point to even be patched. Phase 2C which is the meter replacement project is being closed out. The services that were contaminated have been replaced and Kenny has requested sampling kits from Umpqua Research so they can collect some follow up samples. Matt reported that CRC has the water systems project in for review. They are working on permitting with hope to get it under construction early to late Spring.
- X. **Councilor's Report** – Greg Sheppard stated again that Andy Siegmund is ready to do snow plowing again this year. We need to start putting snow poles on our fire hydrants. We also need to mark our speed bumps. He pointed out that ODOT would have never allowed a contractor to get away with the damage that they've done to our right of way.

- Eric Page says the park looks great! Mike is keeping things looking very good. The replacement sign has been up for a couple of months. We've been on a loaner program with Power Motor Sports on our side by side previously for 11 months and then 5 months. The market is squeezed very tight especially for these products that come from other countries. Our loaner program which has cost us nothing has come to an expiration and we can buy our side by side currently for a very much reduced price. He would like to ask the Council to approve the purchase of this vehicle. It will cost about \$8,000 plus we should also buy some side curtains and top for weather. Chris Eppley says this will require a supplemental budget which we can do. There were no objections from the Council to do a supplemental budget. Eric says there is a piece of property adjoining the park between the park and community center that is available. He would like to suggest that Council go to a fact-finding level to come up with funding that would allow the City to acquire this property. There were no objections to the exploration of acquiring this property. Mayor Trett also stated that Weyerhaeuser was very impressed with how clean the park bathrooms were thanks to Mike Vetter.
 - Tim Luke reported the laterals are done and test kits are ordered. They are still doing some research on pressure reduction valves that need to go in because we have such awesome water pressure. We produced 636,100 gallons and consumed 241,882 gallons in October. There is 394,218 gallons unaccounted for. This equates to 8.8 gallons a minute which HBH says isn't too bad. The overnight loss is about 5 gallons which is where we should be. Tim suggests having Bob and or Mike go around to see if there are people hooking up to the water and not telling the City. Kelly Galbraith reported that there are 12 meters that are not reading that could be part of the problem. Kelly says Kenny with HBH also agrees that we should go around town and see whose hooked up. Kenny says our numbers look worse because our demand is currently very low.
 - Michele Tesdal reports that the neighborhoods are dark and people are renting for the winter and she's not seeing them as much. Lots of people turned out for the Weyerhaeuser tree giveaway. The North Santiam Water Shed Council showed up and gave away some native grass seed which is good for erodible areas. If anyone missed out on that they can contact Michele at her city e-mail found on the website. They are also planning on giving more native shrubs away because they gave some away in the Spring and they got burnt in the heatwave. Michele is part of the fire core that Joe Darby spoke about and she encourages anyone interested to join. They do meetings via Zoom so it's not a hassle. She received notice from Chris Eppley that a grant that she wrote for \$150,000 from the Oregon Community Foundation was approved. She's hoping we can use the money for a FEMA match. She wants to look into whether a tourism tax could be rolled over to park. She would like to fancy the park up with some more play stuff like a splash pad.
 - Todd Smith - No additional report, deputy Olsen covered it.
- XI. Mayor's Report** – Kurt Schrader is looking into a bill that may authorize the Corp to deauthorize Detroit and Hoover damn from power generation which would allow for the slowing of the water in the summer. Mayor Trett reported Weyerhaeuser was

happy with the response to free seedlings. They only took back about 1,100 so they gave out almost 9,000 trees. If anyone missed out there are still trees available at their site in Turner. They just need to contact the City.

XII. Other Business - None

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 – Tim Luke made a motion to adjourn, seconded by Michele Tesdal, all in favor, motion passed unanimously. Meeting adjourned at 9:04 PM.

Signed:

James R. Trett, Mayor

Attest:

Kelly Galbraith, City Recorder

Jim Trett, Mayor
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

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

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

Email: detroit@wvi.com

November 16, 2021
12:00 p.m.

Via Zoom

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- I. **Call to Order** – In the absence of Mayor Trett, Eric Page called the meeting to order at 12:21 PM.
- II. **Roll Call** – Present – Eric Page, Tim Luke, Michele Tesdal, Todd Smith. Absent – Mayor Trett and Greg Sheppard. Staff Present – Chris Eppley, Kelly Galbraith, & Michelle Connor.
- III. **Approval of the Agenda** – Michele Tesdal made a motion to approve the agenda, seconded by Tim Luke, all in favor, motion passed.
- IV. **Special Orders of Business** - None
- V. **Public Hearings - Supplemental Budget Hearing**
 - a. **Resolution 635** – A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET FOR CHANGES TO THE FISCAL YEAR 2021-22 ADOPTED BUDGET - Staff Contact: Chris Eppley

- Eric Page opened the Public Hearing. Chris Eppley stated that when developing the 2021-2022 budget, staff estimated property tax receipts conservatively because it was unclear at the time how many dwellings or businesses would be rebuilt and in what time frame. Rebuilding of homes has been occurring at a higher rate than anticipated and values of the homes are coming in much higher than the ones they are replacing.

The tax assessor's office has provided the City with a notification that we will be receiving \$43,373.35 instead of \$21,490 that was anticipated in budget for a positive difference of \$21,883.35 that we will need to receive into the General Fund as revenue for the supplemental budget process. In addition, the Council has provided direction to staff to move forward with the purchase of the side-by-side parks vehicle that we have been utilizing on a loaner program that will no longer be available to us in the immediate future. The anticipated cost of purchasing the piece of additional equipment is \$8,000. In addition, staff is anticipating a maximum of \$2,000 for additional equipment needing to be purchased with the side by side to make it usable throughout the cold season for a total not to exceed \$10,000. Through the supplemental budget staff is providing for a transfer of \$10,000 from General Fund to the Vehicle Reserve Fund which is where we track the purchase of vehicles and motorized equipment. We will then outlay the purchase of the side-by-side and cold weather equipment from the Vehicle Reserve Fund. The additional \$11,883.35 in property tax receipts not being transferred to the Vehicle Reserve Fund will be placed in the General Fund Operating Contingency line item should additional needs come up throughout the year. Oregon budget law provides for a supplemental budget process for the City to amend adopted budget resources and requirements within a department or departments due to unexpected circumstances throughout the course of the fiscal year via the prepared attached Resolution which needs to be adopted. There was no public testimony on Resolution 635 so Eric Page closed the Public Hearing.

- Chris Eppley read Resolution 635. Tim Luke made a motion to adopt Resolution 635, seconded by Michele Tesdal, all in favor, motion passed unanimously.

VI. Adjourn – Tim Luke made a motion to adjourn the meeting, seconded by Michele Tesdal, all favor, meeting adjourned 12:40.

Signed:

Eric Page, Councilor

Attest:

Kelly Galbraith, City Recorder