



MEMORANDUM

TO: Detroit City Council
FROM: Kelli Weese, Economic Development Coordinator
MEETING DATE: August 13, 2022 Detroit City Council Meeting

Downtown Detroit Visioning & Zoning Code Update

BACKGROUND

Since the 2020 fires, the impacted Cities of the Santiam Canyon, including the City of Detroit, have been given the chance to revision and rebuild their communities. In the summer of 2021, Marion County supported the Cities of Detroit and Gates in visioning through the establishment of the *2021 City of Detroit Community Vision and Strategic Plan* as prepared by Better City. One of the sections of tasks identified within that plan was related to the downtown commercial corridor and included development of downtown theming and redevelopment of zoning codes.

Given that the City of Detroit is actively in the process of determining its downtown vision and evaluating its zoning codes, it is timely to move to the next phase by developing a plan and guidelines for the City of Detroit's downtown.

June 14, 2022 City Council Meeting

At the June 14, 2022 City Council meeting, Marion County Economic Development Coordinator Kelli Weese presented to the Detroit City Council the opportunity for Marion County to assist the City of Detroit in its recovery from the 2020 fires. During that meeting the Detroit City Council discussed...

- The funding allocated from Marion County's Economic Development program through its budget to support Wildfire Recovery.
- The opportunities the City could focus on for recovery including downtown planning, wayfinding signage, and direct business outreach and support.
- The steps entailed in downtown planning including the community outreach involved and the potential implementation of zoning regulations.

After this discussion, the Detroit City Council voted to work with the Marion County Economic Development program on the City's recovery efforts and to utilize the first phase of this work to establish a downtown plan and design guidelines.

PROJECT UPDATE

In order to procure a consultant to perform the work necessary to draft the downtown vision and design guidelines, the Marion County Economic Development Team met with the Detroit Downtown Visioning Committee including Commercial Rebuild Commissioner Denny Nielsen, and Planning Commissioners Elaine DeGeorge and Traci Boland on July 21st. During this meeting, the Visioning Committee reviewed a draft scope of work for the effort and discussed the options for moving forward with procuring the consultant including:

1. City of Detroit Procure Consultant: Either through direct procurement from the City of Detroit, or through Detroit working with the Mid-Willamette Valley Council of Governments for procurement.
 - a. NOTE: In this instance, the City of Detroit would need to enter into an Intergovernmental Agreement with the Marion County for reimbursement of expenses from the contractor.

It was noted during the meeting that this was Marion County's preferred option given that it would put the City of Detroit in the driver's seat, with Marion County providing support and funding.

2. Marion County Procure Consultant: In this process, Marion County would directly procure the consultant to perform the work on behalf of the City of Detroit and would manage / fund the contract for the public visioning process, drafting the zoning regulations, and refinement of those regulations through a preliminary public process.

However, it was noted that should Marion County procure the consultant, it would not fund the final approval process of those new regulations including the required public notices, public hearing / work session presentations, and any additional revisions that may come out of that process. This step to completion would need to be completed with Detroit City Staff and/or utilizing the Mid-Willamette Valley Council of Governments.

- a. NOTE: In this instance, the City of Detroit would need to pass a resolution requesting County support in procurement of a consultant and noting that the City would dedicate staff and volunteer time (MWVCOG or otherwise) to serve on the Technical Advisory Committee, and to approve the draft scope of work for the consultant.

At the Visioning Committee meeting, the Committee gave direction that they felt the Detroit City Staff would not have the capacity to procure the consultant or act as a project manager for the work but noted they would like to receive input from Mayor Jim Trett prior to making a recommendation to the City Council.

After the meeting, Commissioner Denny Nielsen reached out to Mayor Trett to seek guidance regarding the next step. After that discussion, Commissioner Nielsen contacted Marion County staff to note that Mayor Trett concurred with the Visioning Committee's preliminary guidance and recommended Marion County procure the consultant. He then placed it on the on the agenda for the August 13th Detroit City Council Special Meeting.

DETROIT CITY COUNCIL ACTION – August 13th City Council Meeting

At the August 13th City Council meeting, the Detroit City Council will have the opportunity to review and consider the recommendation that Marion County procure the consultant and serve as project manager on behalf of the City of Gates via approval a Resolution.

The Resolution details the following:

- Authorizes Marion County to procure a consultant and serve as project manager on behalf of the City of Detroit
- Requires the City of Detroit to establish a representative who would serve as the communication link between Marion County and the City of Detroit.
- Approves the draft scope of work (Exhibit A) and authorizes Marion County to amend the scope if necessary.
- Acknowledges the scope of work and Marion County funding does not include the steps necessary for final approval of any zoning ordinances.
- Requires the City of Detroit to dedicate staff and volunteer time for the projects.
- Requires the City of Detroit to establish a Technical Advisory Committee made up of representatives from the Detroit City Council, Detroit Planning Commission, and citizens at large.

NEXT STEPS

Should the Detroit City Council approve the Resolution and request Marion County procure the consultant and serve as project manager, Marion County Economic Development Staff will bring the request to the Marion County Board of Commissioners for consideration. The action before the Marion County Board will be to consider authorizing staff to perform a procurement process on behalf of the City of Detroit, and dedicate Marion County Economic Development program staff to serve as the Project Manager.

ATTACHMENTS

1. Resolution accepting Marion County support and requesting Marion County procure a consultant and serve as project manager for the Detroit Downtown Visioning and Zoning Code Update project.
 - a. Draft Project Scope of Work

AVAILABLE FOR REFERENCE

1. June 14, 2022 Detroit City Council meeting materials
2. City of Detroit Community Vision and Strategic Plan, December 2021

Exhibit A

Marion County Oregon

REQUEST FOR PROPOSALS

Visioning and Zoning Code Update for Downtown Detroit, Oregon

1. SCOPE OF WORK

Primary Work Products: This contract will result in a Vision Plan, including a detailed illustrated plan and new zoning, meant to supersede the present zoning ordinance and other local land development regulations that apply to Downtown Detroit and near neighborhoods.

a. Phase 1: Initial review and Analysis

- i. City Council Goal-Setting: The Consultant will conduct a goal-setting session with the Detroit City Council to establish the over-arching goals of the project. With guidance from the Consultant, the City of Detroit will establish a study area for the project and establish a Technical Advisory Committee to lead the project through to completion.
- ii. Interviews: The Consultant will interview appropriate stakeholders involved with the project. These interviews will include groups and individuals including elected officials, nonprofit organization leaders, property owners, neighborhood representatives, local design professionals, developers, business organizations, and municipal and County staff.
- iii. Site Analysis: The Consultant will become familiar with the physical details of the study area and the historic development patterns and needs of the surrounding region.
- iv. Website: The Consultant will establish a project website and will maintain the project website for the duration of the project including text, photographs, maps, renderings, and other images. This material will describe the Consultant's credentials and help explain the project's process.

b. Public Visioning Process

- i. Generate Necessary Background Maps: The City of Detroit will provide all available base map information as needed by the Consultant. These documents will be used to produce the maps that will be used during the Visioning process and preparation of the zoning code.

- ii. Public Workshop and/or Design Charrette: With assistance from the Technical Advisory Committee, the Consultant will organize and lead visioning and design workshops or a full planning charrette to engage the community, gather ideas and goals to formulate the vision and implementation strategies. The Consultant will tailor the workshop or charrette to obtain maximum community input so as to produce the best possible illustrative Vision Plan on which to base the new code.

The charrette format will also take into consideration the findings of the initial site analysis, goals established by the City Council, input from staff, and information obtained at previous meetings, workshops, and interviews. This format is to include both virtual and in-person engagement opportunities, to the extent allowed by current health practices.

While the end result will be new land development regulations, the public process may include discussions of alternatives for street design, street connectivity, and town planning strategies that create vital town centers, corridors, and livable neighborhoods.

At the conclusion of the workshop(s), the Consultant will present the work generated to-date. Plans, renderings, and initial coding ideas that reflect ideas articulated in the workshops will be publicly presented, posted to the project webpage, and further feedback solicited from the community.

Local government officials will attend this presentation along with residents, business and property owners, and other stakeholders and interested community organizations.

- iii. Creation of Final Draft Detroit Downtown Vision Plan: Based on public feedback, a final draft of the Illustrative Vision Plan will be presented to the Planning Commission and City Council for final adoption.

c. Drafting the Zoning Regulations

- i. Design Parameters for the Code: The Consultant will draft a zoning code to include the following basic elements. The new code will regulate development to ensure high-quality public spaces defined by a variety of building types and uses including housing, retail, and office space. The new code will incorporate a regulating plan, building form and frontage standards, street standards (plan and section), use regulations as needed, descriptive building or lot types, and other elements needed to implement the principles of practical management of growth. Sections of this document would typically include the following:
 - (a) Overview, including definitions, principles, and intent; and explanation of the regulations and process in clear user-friendly language.
 - (b) Regulating Plan (a schematic representation of the master plan) illustrating the location of streets, blocks, public spaces (such as greens, squares, and parks), and other special features. Regulating plans may also include aspects of Building Form

Standards such as ‘build-to-lines’ or ‘required building lines’ and building type or form designations.

- (c) Building Form Standards governing basic building form, scale, placement, frontage, and fundamental urban elements to ensure that all the buildings complement neighboring structures and the street. These standards should be based upon study of historic character of the existing area, building types appropriate for the region, climate, and neighborhood vitality.
 - (d) Public Space / Street Standards defining design attributes and geometries that balance the needs of all users while promoting a vital public realm. These standards should include design specifications for sidewalks, travel lane widths, parking, curb geometry, trees, and lighting.
 - (e) Building / Lot Types that demonstrate the variety and scale of development possible within the district as indicated by the regulating plan.
 - (f) Architectural Standards that ensure a high quality of design and exterior materials consistent with the desired character of development in the community
 - (g) Landscape Standards for frontage areas and parking lots
 - (h) Parking management and location standards that ensure adequate parking supply in a manner that coincides with the building form standards to maintain pedestrian-oriented streetscapes.
- ii. Integration of the Zoning Regulations. The new zoning regulations must be integrated into the City of Detroit’s existing regulatory framework (zoning and land development regulations) in a manner that ensures procedural consistency, meshes with state and local legal requirements, provides clarity as to applicability of existing regulations, and maximizes the effectiveness of the code. The consultant will provide guidance regarding integration of the new regulations into the existing code.
- d. **Refining the Code**
- i. Technical Advisory Committee. The Consultant will submit a preliminary draft of the code to the Technical Advisory Committee for initial review and comment.
 - ii. Presentation of First Draft. The Consultant will present the first public draft of the code for the purpose of gathering comments. Copies of the first draft will need to be in hardcopy and digital form and posted on the project website. A presentation will be made to a special audience of stakeholders and neighborhood residents, and will be presented at a larger community meeting, which may include the Planning Commission and City Council, as determined by the City.
 - iii. Presentation of the Second Draft. After making revisions in response to comments on the first draft, the Consultant will present the second draft of the code at another meeting convened by the City.

- iv. Meetings with Stakeholders. The Consultant will attend and participate in up to two additional meetings with key stakeholders to explain the details of the new code and obtain further input and comments. These may occur at strategic times during the drafting process, as determined by the City in consultation with the Consultant.

Final Zoning Code Approval

Marion County and / or City of Detroit reserves the right to exercise relevant subsequent tasks under this agreement including the final zoning code approval process. Should the County or the City of Detroit determine it necessary, the selected contractor may enter into a subsequent agreement to perform the following tasks:

- a. Public Hearing and other notices. Consultant support in the development of any necessary public hearing, department of land conservation and development (DLCD), Measure 56, or other notices.
- b. Public Hearing / Work Session Presentations. Formal presentation(s) of the draft that has been refined through the public input process outlined above to the Planning Commission, and the City Council.
- c. Additional Revisions. Any additional rounds of revisions that may become necessary between the public hearing / work session presentations.

RESOLUTION NO. 644

A RESOLUTION ACCEPTING THE SUPPORT OF THE MARION COUNTY ECONOMIC DEVELOPMENT PROGRAM FOR WILDFIRE RECOVERY AND REQUESTING MARION COUNTY PROCURE A CONSULTANT AND SERVE AS PROJECT MANAGER FOR THE DETROIT DOWNTOWN VISIONING AND ZONING CODE UPDATE PROJECT.

WHEREAS, In 2020, wildfires devastated the City of Detroit,

WHEREAS, To support Detroit's wildfire recovery efforts, Marion County has allocated funding through the Economic Development Program as funded by Oregon Lottery dollars,

WHEREAS, The City of Detroit has determined that the best next step in the City's recovery is to support the establishment of a downtown vision and subsequent zoning code amendments.

WHEREAS, The City of Detroit has determined that given its staff time constraints, it would be necessary to utilize the staff at Marion County to perform the procurement and project management of the consultant to perform the work.

BE IT RESOLVED by the Detroit City Council as follows...

Section 1. Authorization to Procure a Consultant on Behalf of the City of Detroit

The City of Detroit City Council hereby requests the Marion County Economic Development Program procure a consultant to complete the Detroit Downtown Visioning and Zoning Code Update Project 'project' and dedicate a project manager on behalf of the City of Detroit.

Section 2. Detroit Representative

The City of Detroit City Council hereby acknowledges it will assign a City representative to communicate directly with the Marion County project manager on the project. In the instances where the Marion County project manager is unavailable, the City Representative will be responsible for communicating with the Detroit City Council on project implementation and timelines.

Section 3. Procurement Scope of Work

The City of Detroit City Council hereby approves the preliminary draft scope of work for the project as shown in Exhibit A and authorizes the Marion County Economic Development program to make any amendments to the scope of work necessary to complete the procurement.

Should the Economic Development program find it necessary to make substantive amendments to the draft scope of work, the Economic Development program staff will communicate changes with the City of Detroit City Council.

Section 4. Acknowledgement of Scope

The City of Detroit City Council acknowledges the scope of work for contractor procurement, as funded by Marion County, does not contain the steps necessary for the final approval of any zoning amendments or other ordinances to be developed during the project.

The City of Detroit City Council acknowledges that any steps to implement the zoning or other ordinances developed by the project, including public hearing and other notices, public hearing / work session presentations, and additional revisions outside the scope of work shown in Exhibit A, will need to be funded by alternative means.

Section 5. Dedication of Staff and Volunteer Time

The City of Detroit City Council acknowledges the project will require additional staff time above and beyond the Marion County project manager, in order to review the work products created through the project, coordinate public outreach, and other items necessary to ensure a quality product for the City.

The City of Detroit City Council shall ensure staff and / or volunteer time is dedicated to the project as necessary.

Section 6. Establishment of a Technical Advisory Committee

The City of Detroit City Council acknowledges it will establish a Technical Advisory Committee at the outset of the project to consist of:

- At least two members of the City Council
- At least two members of the Planning Commission
- At least one citizen at large

With the final membership of the Technical Advisory Committee will be determined at a later date.

Approved by the City of Detroit, Oregon on this 13th day of August 2022.

Signed by the Mayor this 13th day of August 2022.

James R. Trett, Mayor

Kelly Galbraith, City Recorder

ORDINANCE NO. 645

AN ORDINANCE REPLACING AND REPEALING ORDINANCE 211, CITY OF DETROIT'S FRANCHISE AGREEMENT WITH NORTHWEST FIBER LLC. (FORMERLY VERIZON NORTHWEST AND FRONTIER COMMUNICATIONS NORTHWEST.)

AN ORDINANCE GRANTING TO NORTHWEST FIBER SOMETIMES REFERRED TO AS "GRANTEE", ITS SUCCESSORS AND/OR ASSIGNS, THE FRANCHISE RIGHT AND PRIVILEGE TO PLACE, ERECT, LAY, MAINTAIN AND OPERATE IN, UPON, OVER AND UNDER THE STREETS, ALLEYS, AVENUES, THOROUGHFARES AND PUBLIC HIGHWAYS, PLACES AND GROUNDS WITHIN THE CITY OF DETROIT, POLES, WIRES WHETHER COPPER, FIBER OPTIC OR OTHER TECHNOLOGY, AND OTHER APPLIANCES AND CONDUCTORS FOR ALL TELEPHONE AND OTHER COMMUNICATION PURPOSES; FIXING THE CONSIDERATION TO BE PAID BY SAID GRANTEE UNDER SAID FRANCHISE, THE TERM THEREOF AND THE MODE OF ACCEPTANCE OF SAID GRANT BY SAID GRANTEE, AND DECLARING AN EMERGENCY

THE CITY OF DETROIT, OREGON ORDAINS AS FOLLOWS:

SECTION 1. There is hereby granted by the City of Detroit ("City") to Northwest Fiber LLC., its successors and/or assigns, the exclusive right and privilege within said City to place, erect, lay, maintain and operate in, upon, over and under the streets, alley, avenues, thoroughfares and public highways within the said City, poles, wires whether copper, fiber optic or other technology and other appliances and conductors for all telephone and other communication purposes. Such wires and other appliances and conductors may be strung upon poles or other fixtures above ground, or at the option of the Grantee, its successors and/or assigns, may be laid underground in pipes or conduits or otherwise protected, and such other apparatus may be used as may be necessary or proper to operate and maintain the same. In locations where aerial or above ground utility facilities (including aerial cable supports) exist as of the effective date of this Franchise, Grantee shall be allowed to overbuild, upgrade, maintain, replace or add to its existing aerial facilities and supporting structures unless all facilities, in such area have been mandated to be placed underground per a plan as outlined by the City in accordance with ORS 758.210 – ORS 758.270. Grantee shall be allowed to place above ground, in locations approved by the City, its fiber distribution hubs, cross connect/digital subscriber line boxes and other cabinet type facilities that are normally placed above ground.

SECTION 2. It shall be lawful for Northwest Fiber LLC, its successors and/or assigns to make all needful excavations and erections in any of such streets, alleys, avenues, thoroughfares and public highways, in said City for the purpose of placing, erecting, laying and maintaining poles or other supports or conduits, for said wires whether copper, fiber optic or other technology and appliances and auxiliary apparatus or repairing, renewing or replacing the same. All work, erections, erections of poles and appliances and laying of wires shall be done in compliance with such necessary rules, regulations, ordinances, or orders now in affect. City will enter discussions with Grantee to achieve acceptable solutions to issues identified by Grantee regarding proposed changes to City ordinances, resolutions, rules or orders whenever such discussions are practicable. Grantee must comply with future City ordinances, resolutions, rules and orders that generally apply to the reasonable management of the safety and use of public rights of way within the City. However, by entering this Agreement Grantee is not waiving its right to challenge or otherwise dispute the legality, validity, or enforceability of any changes to City ordinances, resolutions, rules or orders enacted after the effective date of this ordinance. In addition, this ordinance does not require Grantee to comply with existing or future ordinances, resolutions, rules or orders that conflict with any specific provision of this ordinance or that apply only to Grantee.

The word "necessary", as used in the paragraph shall mean such rules, regulations, ordinances or orders as the City Council may deem necessary to manage the safety of the right of way and to protect the public

and any member of the public residing within the City, who might be affected by any excavation work or installation of the Grantee. Grantee shall furnish to City at least annually a certificate of insurance insuring against the risks of personal injury, bodily injury and property damage in the minimum amounts and coverage provided for by City ordinance as of the effective date of this Ordinance, naming City as additional insured against those risks for any act or omission that is not an intentional wrongful act of City and including the following statement: "It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until 30 days after receipt by the City, be registered mail, of a written notice addressed to the City of such intent to cancel or not to renew." When City determines that the nature and performance of Grantee's work on Property requires separate assurance that the work will be complete or that the work shall be maintained against defects in material or workmanship, after notice and an opportunity to Grantee to cure any defect, City may require Grantee to furnish City a performance or maintenance bond for the estimated value of all work on the Property for the stated interval to insure compliance by Grantee Northwest Inc with rules, regulations, ordinances and orders of the Council relating to its operations within the City as provided for under this section.

Any act done by any contractor or subcontractor contracting with Grantee shall, for the purpose of this franchise, be deemed to be the act of Grantee.

Prior to commencing ordinary construction, extension, or relocation of any of the Grantee's conduit facilities or pole leads in the streets or public places within the City, the Grantee shall give the City reasonable advance notice by advising the City's Engineering and Building Department of the location of the proposed construction, extension or relocation for purposes of utility location in accordance with the Call Before You Dig requirements of the Oregon Revised Statutes. Grantee shall obtain approval from the City Engineer prior to commencement of such construction. Permit applications shall be signed by an authorized representative of Grantee and include a map or blueprint, as maintained in the ordinary course of business, showing the location of all proposed excavations, pipes, conduits or other apparatus. Grantee shall not be required to have the map, blueprint or permit application signed or stamped by a registered or professional engineer. Grantee shall not be required to obtain prior approval or provide notice of construction, permit applications or maps/blueprints for 1) Customer service connections/drops, repairs or maintenance that does not require cutting or breaking of the roadway, curb or sidewalk, and 2) Routine maintenance or repair of Equipment, and the installation of new replacement cables or wires on existing aerial facilities, when the installation, maintenance or repair will not impact vehicular traffic by closing or blocking a lane of vehicular travel for more than two (2) hours.

If requested by the City, Grantee shall furnish City with record drawings as maintained in the ordinary course of business showing Grantee's facilities within the public right of way in a format (electronic or hard copy) acceptable to City and Grantee within 60 days after such work is complete. Drawings shall be certified by an authorized representative of Grantee and Grantee shall not be required to have the drawings signed or stamped by a registered or professional engineer. While it is not anticipated that the furnishing of record drawings would require disclosure of sensitive proprietary information of Grantee, in the event that such sensitive proprietary information is nevertheless included and Grantee requests confidentiality of such information the City will maintain confidentiality of such sensitive proprietary information to the extent permitted under Oregon Public Records Law including, without limitation, ORS 192.502(4).

SECTION 3. Whenever Grantee, its successors and/or assigns, shall disturb any streets, alleys, highways, or other public places for the purposes aforesaid, it shall restore the same to a condition at least equal to the condition which existed prior to construction, unless the City allows Grantee to restore such area to a lesser standard, as soon as practical without unnecessary delay, and failing to do so the City shall have the right to set a reasonable time within which such repairs and restoration of streets and other public places shall be completed, and to notify Grantee in writing of its time requirement for repair and restoration, and upon failure of such repairs being made by said Grantee, its successors and/or assigns, within the time so

reasonably prescribed, the said City may cause such repairs to be made at the expense of said Grantee, its successors and/or assigns after having provided Grantee, its successors or assigns, with written notice and an opportunity to cure. Restoration to the condition that existed before excavation or construction does not require Grantee to restore areas larger than the areas of excavation and construction.

The City may cause the Grantee to relocate, in a like manner, any pole, underground conduit or equipment belonging to the Grantee whenever the relocation is for public necessity, and the cost shall be borne by the Grantee unless such cost is chargeable by law or tariff to another party, necessitated for the benefit of a third party other than the City or for a commercial purpose of the City. Whenever it is a public necessity to remove a pole, underground conduit, or equipment belonging to the Grantee or on which a wire or circuit of the Grantee is stretched or fastened, the Grantee, shall, upon 60 days written notice from the City, meet with City representatives and agree in writing to a plan and date certain to remove such poles, underground conduit, equipment, wire, or circuit at Grantee's expense. If Grantee fails, neglects, or refuses to do so, the City, may remove it at Grantee's expense. "Relocation for public necessity" shall mean removal or relocation to accommodate the construction or reconstruction of transportation roadways that are undertaken and funded by the Oregon Department of Transportation or by the City; it shall not include relocation to accommodate private or third-party construction of public infrastructure that is required as a condition of approval of private property development or redevelopment. When facilities are relocated for aesthetic purposes; for commercial purpose of the City or for the benefit of a third party other than the City, the cost shall be borne by the party requesting relocation. "Third party activity" includes any activity conducted under a site/building development permit issued to a private party pursuant to the city code.

SECTION 4. Nothing in this ordinance shall be construed in any way to prevent the proper authorities of the City from putting in a sewer system, grading, rocking, paving, repairing, altering or improving any of the streets, alleys, avenues, thoroughfares and public highways, within the City in or upon which the poles, wires, or other conductors of said Grantee shall be placed, but all such work or improvements shall be done, if possible, so as not to obstruct or prevent the free use of said poles, wires, conductors, conducts, pipes or other apparatus.

SECTION 5. Whenever it becomes necessary to temporarily rearrange, remove, lower, or raise the wires, cables or other plant of Grantee for the passage of buildings, machinery or other objects, Grantee shall temporarily rearrange, remove, lower or raise its wires, cables or other plant as the necessities of the case require; provided, however, that the person or persons desiring to move any such buildings, machinery or other objects, shall pay the entire actual cost to Grantee of changing, altering, moving, removing or replacing its wires, cables or other plant so as to permit such passage, and shall deposit in advance with Grantee a sum equal to such cost as estimated by Grantee and shall pay all damages and claims of any kind whatsoever, direct or consequential, caused directly or indirectly by the changing, altering, moving, removing or replacing of said wires, cables or other plant, except as may be incurred through the sole negligence of Grantee. Grantee shall be given not less than thirty (30) days written notice by the party desiring to move such building or other objects. Said notice shall detail the route of movement of such building or other objects over and along the streets, alleys, avenues, thoroughfares and public highways and shall bear the approval of the City. Such moving shall be with as much haste as possible and shall not be unnecessarily delayed or cause Grantee unnecessary expense or waste of time. Neither the City nor any of its employees shall be held liable for the consequences of any act done in connection with the moving of a non-City owned building or non-City owned other object or rearrangement of wires or for the cost of rearranging the wires.

SECTION 6. In case it shall be necessary to cut or remove any of the said wires, cables, or other telephone conductors or equipment of the said Grantee, in order to get fire ladders or other apparatus to

building during a city conflagration, the City shall not be liable for any damages done to such wires, cables or conductors or equipment.

SECTION 7. Grantee shall indemnify, defend and save harmless the City and its officers, agents and employees from any and all claims, damages, cost and expenses to which it or they may be subjected by reason of any wrongful or negligent act or omission of the Grantee, its agents or employees in exercising the rights, privileges and franchise granted by this ordinance. If both the Grantee and the City are found to be partially liable for damages, the Grantee's liability under this section shall not exceed its proportion of negligence or fault. City shall give Grantee prompt notice of any claim (or advance notice of claim) received by City as to which City seeks indemnity from Grantee and shall tender the defense of any such claim to Grantee. The aforementioned indemnity is not applicable to that which is attributable to or arises from the negligence or willful misconduct of the City and its officers, agents and employees. Neither party may bind the other to a settlement of any such claim or to payment of any of the costs of such claim without the written consent of the party to be bound.

SECTION 8. In consideration of the rights, privileges and franchise hereby granted, said Grantee, Grantee, its successors and/or assigns, shall pay to the City from and after the date of the acceptance of this franchise, and until its expiration, annually, a maximum of 5% per annum of its gross annual revenue for local exchange service rendered subscriber within the city limits, as defined in ORS 221.515 and 401.710, less net un-collectables Payment of said fee shall be made on or before the 1st day of August each and every year for the fiscal year (July 1 thru June 30) preceding, the first annual payment being due on or before August 1, 2023 and such 5% payment made by the Grantee will be accepted by the City from the Grantee, also in payment of any license, privilege or occupation tax or fee for revenue or regulation and in lieu of the free use of construction of telecommunications facilities and equipment or provision of other in-kind facilities or services, or any , registration, franchise application/review/renewal, permit or inspection fees or similar charges for street openings, installations, construction, or for any other purpose now or hereafter to be imposed by the City upon the Grantee during the term of this franchise and provided the Grantee accepts this franchise and makes said payment. All costs and charges associated with a review or audit or the privilege tax payments as specified in this agreement shall be the responsibility of the City. Any audit finding(s) that are mutually agreed to by the parties shall be corrected within 180 days after mutual agreement. Reasonable justification for a review or audit must be provided and mutually agreed upon by both parties. Written notice with reasonable justification for any audit review or other claim shall be provided within three years after the payment has been remitted by Grantee to the City.

SECTION 9. In further consideration of the rights and privileges herein granted, the Grantee, its successor and/or assigns hereby grants, to the City the right and privilege to suspend and maintain on poles placed by Grantee, its successors and/or assigns, in the streets, roads, alleys and thoroughfares, such wires as are necessary for the exclusive use of the City for non-commercial fire alarm and police purposes in accordance with the terms and conditions of Grantee's pole attachment or conduit joint use Agreement and applicable law. Any such wiring installations made and to be made by the City shall be made in conformity to the requirements of all applicable Federal, State and City electrical codes and in conformity with standard practices. City agrees to transfer their facilities, at the City's cost, to new poles placed by Grantee within 30 days of notification

SECTION 10. The rights, privileges and franchise herein granted shall continue and be in force the period of Fifteen (15) years from and after January 1, 2023.

SECTION 11. The Grantee shall file with the Recorder of the City its written acceptance of the rights and franchise hereby granted and the regulations hereby imposed, within sixty (60) days from and after the date when this ordinance shall become effective; and this Ordinance shall become null and void unless

such acceptance is so filed. The Grantee shall at all times, fully and faithfully perform all of the terms, provisions and conditions of this Ordinance and all other ordinances and orders of the Council as specified in Section 2 hereof.

SECTION 12 - Ordinance No. 211 is repealed and rendered null and void effective January 1, 2023.

SECTION 13. Emergency Clause.

It being necessary for the peace, health, safety and sound development of the City, an emergency is hereby declared to exist. Upon adoption by the Detroit City Council and upon signature by the Mayor, Ordinance No. 211 shall become effective on January 1, 2023.

First read for the record in full on September 13, 2022

Second reading by title only on September 13, 2022

Passed by the Common Council of the City of Detroit, Oregon and signed by the Mayor this 13th day of September 13, 2022.

Ayes: _____ Nays: _____ Absent: _____

Mayor, James R. Trett

Attest:

Kelly Galbraith, City Recorder

ORDINANCE NO. 645

AN ORDINANCE REPLACING AND REPEALING ORDINANCE 211, CITY OF DETROIT'S FRANCHISE AGREEMENT WITH NORTHWEST FIBER LLC. (FORMERLY VERIZON NORTHWEST AND FRONTIER COMMUNICATIONS NORTHWEST.)

AN ORDINANCE GRANTING TO NORTHWEST FIBER SOMETIMES REFERRED TO AS "GRANTEE", ITS SUCCESSORS AND/OR ASSIGNS, THE FRANCHISE RIGHT AND PRIVILEGE TO PLACE, ERECT, LAY, MAINTAIN AND OPERATE IN, UPON, OVER AND UNDER THE STREETS, ALLEYS, AVENUES, THOROUGHFARES AND PUBLIC HIGHWAYS, PLACES AND GROUNDS WITHIN THE CITY OF DETROIT, POLES, WIRES WHETHER COPPER, FIBER OPTIC OR OTHER TECHNOLOGY, AND OTHER APPLIANCES AND CONDUCTORS FOR ALL TELEPHONE AND OTHER COMMUNICATION PURPOSES; FIXING THE CONSIDERATION TO BE PAID BY SAID GRANTEE UNDER SAID FRANCHISE, THE TERM THEREOF AND THE MODE OF ACCEPTANCE OF SAID GRANT BY SAID GRANTEE, AND DECLARING AN EMERGENCY

THE CITY OF DETROIT, OREGON ORDAINS AS FOLLOWS:

SECTION 1. There is hereby granted by the City of Detroit ("City") to Northwest Fiber LLC., its successors and/or assigns, the exclusive right and privilege within said City to place, erect, lay, maintain and operate in, upon, over and under the streets, alley, avenues, thoroughfares and public highways within the said City, poles, wires whether copper, fiber optic or other technology and other appliances and conductors for all telephone and other communication purposes. Such wires and other appliances and conductors may be strung upon poles or other fixtures above ground, or at the option of the Grantee, its successors and/or assigns, may be laid underground in pipes or conduits or otherwise protected, and such other apparatus may be used as may be necessary or proper to operate and maintain the same. In locations where aerial or above ground utility facilities (including aerial cable supports) exist as of the effective date of this Franchise, Grantee shall be allowed to overbuild, upgrade, maintain, replace or add to its existing aerial facilities and supporting structures unless all facilities, in such area have been mandated to be placed underground per a plan as outlined by the City in accordance with ORS 758.210 – ORS 758.270. Grantee shall be allowed to place above ground, in locations approved by the City, its fiber distribution hubs, cross connect/digital subscriber line boxes and other cabinet type facilities that are normally placed above ground.

SECTION 2. It shall be lawful for Northwest Fiber LLC, its successors and/or assigns to make all needful excavations and erections in any of such streets, alleys, avenues, thoroughfares and public highways, in said City for the purpose of placing, erecting, laying and maintaining poles or other supports or conduits, for said wires whether copper, fiber optic or other technology and appliances and auxiliary apparatus or repairing, renewing or replacing the same. All work, erections, erections of poles and appliances and laying of wires shall be done in compliance with such necessary rules, regulations, ordinances, or orders now in affect. City will enter discussions with Grantee to achieve acceptable solutions to issues identified by Grantee regarding proposed changes to City ordinances, resolutions, rules or orders whenever such discussions are practicable. Grantee must comply with future City ordinances, resolutions, rules and orders that generally apply to the reasonable management of the safety and use of public rights of way within the City. However, by entering this Agreement Grantee is not waiving its right to challenge or otherwise dispute the legality, validity, or enforceability of any changes to City ordinances, resolutions, rules or orders enacted after the effective date of this ordinance. In addition, this ordinance does not require Grantee to comply with existing or future ordinances, resolutions, rules or orders that conflict with any specific provision of this ordinance or that apply only to Grantee.

The word "necessary", as used in the paragraph shall mean such rules, regulations, ordinances or orders as the City Council may deem necessary to manage the safety of the right of way and to protect the public

and any member of the public residing within the City, who might be affected by any excavation work or installation of the Grantee. Grantee shall furnish to City at least annually a certificate of insurance insuring against the risks of personal injury, bodily injury and property damage in the minimum amounts and coverage provided for by City ordinance as of the effective date of this Ordinance, naming City as additional insured against those risks for any act or omission that is not an intentional wrongful act of City and including the following statement: "It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until 30 days after receipt by the City, be registered mail, of a written notice addressed to the City of such intent to cancel or not to renew." When City determines that the nature and performance of Grantee's work on Property requires separate assurance that the work will be complete or that the work shall be maintained against defects in material or workmanship, after notice and an opportunity to Grantee to cure any defect, City may require Grantee to furnish City a performance or maintenance bond for the estimated value of all work on the Property for the stated interval to insure compliance by Grantee Northwest Inc with rules, regulations, ordinances and orders of the Council relating to its operations within the City as provided for under this section.

Any act done by any contractor or subcontractor contracting with Grantee shall, for the purpose of this franchise, be deemed to be the act of Grantee.

Prior to commencing ordinary construction, extension, or relocation of any of the Grantee's conduit facilities or pole leads in the streets or public places within the City, the Grantee shall give the City reasonable advance notice by advising the City's Engineering and Building Department of the location of the proposed construction, extension or relocation for purposes of utility location in accordance with the Call Before You Dig requirements of the Oregon Revised Statutes. Grantee shall obtain approval from the City Engineer prior to commencement of such construction. Permit applications shall be signed by an authorized representative of Grantee and include a map or blueprint, as maintained in the ordinary course of business, showing the location of all proposed excavations, pipes, conduits or other apparatus. Grantee shall not be required to have the map, blueprint or permit application signed or stamped by a registered or professional engineer. Grantee shall not be required to obtain prior approval or provide notice of construction, permit applications or maps/blueprints for 1) Customer service connections/drops, repairs or maintenance that does not require cutting or breaking of the roadway, curb or sidewalk, and 2) Routine maintenance or repair of Equipment, and the installation of new replacement cables or wires on existing aerial facilities, when the installation, maintenance or repair will not impact vehicular traffic by closing or blocking a lane of vehicular travel for more than two (2) hours.

If requested by the City, Grantee shall furnish City with record drawings as maintained in the ordinary course of business showing Grantee's facilities within the public right of way in a format (electronic or hard copy) acceptable to City and Grantee within 60 days after such work is complete. Drawings shall be certified by an authorized representative of Grantee and Grantee shall not be required to have the drawings signed or stamped by a registered or professional engineer. While it is not anticipated that the furnishing of record drawings would require disclosure of sensitive proprietary information of Grantee, in the event that such sensitive proprietary information is nevertheless included and Grantee requests confidentiality of such information the City will maintain confidentiality of such sensitive proprietary information to the extent permitted under Oregon Public Records Law including, without limitation, ORS 192.502(4).

SECTION 3. Whenever Grantee, its successors and/or assigns, shall disturb any streets, alleys, highways, or other public places for the purposes aforesaid, it shall restore the same to a condition at least equal to the condition which existed prior to construction, unless the City allows Grantee to restore such area to a lesser standard, as soon as practical without unnecessary delay, and failing to do so the City shall have the right to set a reasonable time within which such repairs and restoration of streets and other public places shall be completed, and to notify Grantee in writing of its time requirement for repair and restoration, and upon failure of such repairs being made by said Grantee, its successors and/or assigns, within the time so

reasonably prescribed, the said City may cause such repairs to be made at the expense of said Grantee, its successors and/or assigns after having provided Grantee, its successors or assigns, with written notice and an opportunity to cure. Restoration to the condition that existed before excavation or construction does not require Grantee to restore areas larger than the areas of excavation and construction.

The City may cause the Grantee to relocate, in a like manner, any pole, underground conduit or equipment belonging to the Grantee whenever the relocation is for public necessity, and the cost shall be borne by the Grantee unless such cost is chargeable by law or tariff to another party, necessitated for the benefit of a third party other than the City or for a commercial purpose of the City. Whenever it is a public necessity to remove a pole, underground conduit, or equipment belonging to the Grantee or on which a wire or circuit of the Grantee is stretched or fastened, the Grantee, shall, upon 60 days written notice from the City, meet with City representatives and agree in writing to a plan and date certain to remove such poles, underground conduit, equipment, wire, or circuit at Grantee's expense. If Grantee fails, neglects, or refuses to do so, the City, may remove it at Grantee's expense. "Relocation for public necessity" shall mean removal or relocation to accommodate the construction or reconstruction of transportation roadways that are undertaken and funded by the Oregon Department of Transportation or by the City; it shall not include relocation to accommodate private or third-party construction of public infrastructure that is required as a condition of approval of private property development or redevelopment. When facilities are relocated for aesthetic purposes; for commercial purpose of the City or for the benefit of a third party other than the City, the cost shall be borne by the party requesting relocation. "Third party activity" includes any activity conducted under a site/building development permit issued to a private party pursuant to the city code.

SECTION 4. Nothing in this ordinance shall be construed in any way to prevent the proper authorities of the City from putting in a sewer system, grading, rocking, paving, repairing, altering or improving any of the streets, alleys, avenues, thoroughfares and public highways, within the City in or upon which the poles, wires, or other conductors of said Grantee shall be placed, but all such work or improvements shall be done, if possible, so as not to obstruct or prevent the free use of said poles, wires, conductors, conducts, pipes or other apparatus.

SECTION 5. Whenever it becomes necessary to temporarily rearrange, remove, lower, or raise the wires, cables or other plant of Grantee for the passage of buildings, machinery or other objects, Grantee shall temporarily rearrange, remove, lower or raise its wires, cables or other plant as the necessities of the case require; provided, however, that the person or persons desiring to move any such buildings, machinery or other objects, shall pay the entire actual cost to Grantee of changing, altering, moving, removing or replacing its wires, cables or other plant so as to permit such passage, and shall deposit in advance with Grantee a sum equal to such cost as estimated by Grantee and shall pay all damages and claims of any kind whatsoever, direct or consequential, caused directly or indirectly by the changing, altering, moving, removing or replacing of said wires, cables or other plant, except as may be incurred through the sole negligence of Grantee. Grantee shall be given not less than thirty (30) days written notice by the party desiring to move such building or other objects. Said notice shall detail the route of movement of such building or other objects over and along the streets, alleys, avenues, thoroughfares and public highways and shall bear the approval of the City. Such moving shall be with as much haste as possible and shall not be unnecessarily delayed or cause Grantee unnecessary expense or waste of time. Neither the City nor any of its employees shall be held liable for the consequences of any act done in connection with the moving of a non-City owned building or non-City owned other object or rearrangement of wires or for the cost of rearranging the wires.

SECTION 6. In case it shall be necessary to cut or remove any of the said wires, cables, or other telephone conductors or equipment of the said Grantee, in order to get fire ladders or other apparatus to

building during a city conflagration, the City shall not be liable for any damages done to such wires, cables or conductors or equipment.

SECTION 7. Grantee shall indemnify, defend and save harmless the City and its officers, agents and employees from any and all claims, damages, cost and expenses to which it or they may be subjected by reason of any wrongful or negligent act or omission of the Grantee, its agents or employees in exercising the rights, privileges and franchise granted by this ordinance. If both the Grantee and the City are found to be partially liable for damages, the Grantee's liability under this section shall not exceed its proportion of negligence or fault. City shall give Grantee prompt notice of any claim (or advance notice of claim) received by City as to which City seeks indemnity from Grantee and shall tender the defense of any such claim to Grantee. The aforementioned indemnity is not applicable to that which is attributable to or arises from the negligence or willful misconduct of the City and its officers, agents and employees. Neither party may bind the other to a settlement of any such claim or to payment of any of the costs of such claim without the written consent of the party to be bound.

SECTION 8. In consideration of the rights, privileges and franchise hereby granted, said Grantee, Grantee, its successors and/or assigns, shall pay to the City from and after the date of the acceptance of this franchise, and until its expiration, annually, a maximum of 5% per annum of its gross annual revenue for local exchange service rendered subscriber within the city limits, as defined in ORS 221.515 and 401.710, less net un-collectables Payment of said fee shall be made on or before the 1st day of August each and every year for the fiscal year (July 1 thru June 30) preceding, the first annual payment being due on or before August 1, 2023 and such 5% payment made by the Grantee will be accepted by the City from the Grantee, also in payment of any license, privilege or occupation tax or fee for revenue or regulation and in lieu of the free use of construction of telecommunications facilities and equipment or provision of other in-kind facilities or services, or any , registration, franchise application/review/renewal, permit or inspection fees or similar charges for street openings, installations, construction, or for any other purpose now or hereafter to be imposed by the City upon the Grantee during the term of this franchise and provided the Grantee accepts this franchise and makes said payment. All costs and charges associated with a review or audit or the privilege tax payments as specified in this agreement shall be the responsibility of the City. Any audit finding(s) that are mutually agreed to by the parties shall be corrected within 180 days after mutual agreement. Reasonable justification for a review or audit must be provided and mutually agreed upon by both parties. Written notice with reasonable justification for any audit review or other claim shall be provided within three years after the payment has been remitted by Grantee to the City.

SECTION 9. In further consideration of the rights and privileges herein granted, the Grantee, its successor and/or assigns hereby grants, to the City the right and privilege to suspend and maintain on poles placed by Grantee, its successors and/or assigns, in the streets, roads, alleys and thoroughfares, such wires as are necessary for the exclusive use of the City for non-commercial fire alarm and police purposes in accordance with the terms and conditions of Grantee's pole attachment or conduit joint use Agreement and applicable law. Any such wiring installations made and to be made by the City shall be made in conformity to the requirements of all applicable Federal, State and City electrical codes and in conformity with standard practices. City agrees to transfer their facilities, at the City's cost, to new poles placed by Grantee within 30 days of notification

SECTION 10. The rights, privileges and franchise herein granted shall continue and be in force the period of Fifteen (15) years from and after January 1, 2023.

SECTION 11. The Grantee shall file with the Recorder of the City its written acceptance of the rights and franchise hereby granted and the regulations hereby imposed, within sixty (60) days from and after the date when this ordinance shall become effective; and this Ordinance shall become null and void unless

such acceptance is so filed. The Grantee shall at all times, fully and faithfully perform all of the terms, provisions and conditions of this Ordinance and all other ordinances and orders of the Council as specified in Section 2 hereof.

SECTION 12 - Ordinance No. 211 is repealed and rendered null and void effective January 1, 2023.

SECTION 13. Emergency Clause.

It being necessary for the peace, health, safety and sound development of the City, an emergency is hereby declared to exist. Upon adoption by the Detroit City Council and upon signature by the Mayor, Ordinance No. 211 shall become effective on January 1, 2023.

First read for the record in full on September 13, 2022

Second reading by title only on September 13, 2022

Passed by the Common Council of the City of Detroit, Oregon and signed by the Mayor this 13th day of September 13, 2022.

Ayes: _____ Nays: _____ Absent: _____

Mayor, James R. Trett

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
Denny Nielsen, Councilor

Kelly Galbraith, City Recorder



City of Detroit, Oregon
City Council Special Session
Minutes

July 27, 2022
6:30 p.m.
345 Santiam Ave. W.
Detroit, OR 97342

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

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

Email: detroit@wvi.com

In Person at 345 Santiam Ave.
W., Detroit, Oregon
Via Zoom
Meeting ID: 856 8617 8043
Passcode: 304782

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- 1. CALL TO ORDER** – Mayor Trett called the meeting to order at 6:34 PM.
- 2. PLEDGE OF ALLEGIANCE** – Mayor Trett led the Pledge of Allegiance.
- 3. CITY COUNCIL ROLL CALL** – Present – Denny Nielsen, Michele Tesdal, Todd Smith, Eric Page, Greg Sheppard, and Mayor Trett. Absent – Tim Luke. Staff Present – Kelly Galbraith & Michelle Connor.
- 4. APPROVAL OF AGENDA** – Eric Page made a motion to approve the agenda, seconded by Denny Nielsen, all in favor, motion passed unanimously.
- 5. ANNOUNCEMENTS** - None
- 6. RESOLUTIONS, ORDERS AND ADMINISTRATIVE ACTION**

- A. ASPEN ENVIRONMENTAL GROUP – ARCHAEOLOGICAL SURVEY –** Mayor Trett recessed the Detroit City Council Meeting at 6:36 PM and called to order the Contract Review Board at 6:36 PM. The reason for the Contract Review Board is to declare an exemption of the competitive bid process due to the fact the (inaudible) is being federally funded. Denny Nielsen made a motion to declare an exemption, seconded by Michele Tesdal, all in favor, motion passed unanimously with Tim Luke absent. Mayor Trett adjourned the Contract Review Board at 6:39 PM and call to order the City Council Session at 6:39 PM. Eric Page made a motion to approve the Aspen Environmental Group contract, seconded by Todd Smith, all in favor, motion passed unanimously with Tim Luke absent.
- B. UPDATED DRAFT CITY OF DETROIT ADDENDUM –** Kelly Galbraith explained that Marion County is required to update their multi-jurisdictional natural hazard mitigation plan and in order for the City of Detroit to get any grants we have to be involved in this. She is asking the Council to review it for any additions or changes. Denny Nielsen made a motion to approve the City of Detroit Addendum, seconded by Todd Smith, all in favor, motion passed unanimously with Tim Luke absent.
- C. CHARTER REVIEW COMMITTEE RECOMMENDATIONS TO CITY COUNCIL –** Chairman, Traci Boland reviewed some of the recommended Charter changes. Scott Dadson explained that the committee's recommendations come in the form of red lined sections showing what comes out and what stays. He has included a ballot title as a stand-alone document and a Resolution. The ballot is there for if the Council adopts this by a motion. The Resolution contains all of the detail about what specific actions would happen if the Council adopts this ballot title. Denny Nielsen made a motion to adopt Resolution 642, a Resolution referring to the voters a measure proposing a new City Charter, adopting a ballot title and authorizing related matters, seconded by Greg Sheppard, all in favor, motion passed unanimously with Tim Luke absent.
- D. CONTRACT WITH ROBERT BRUCE – DRC FOR THE CITY OF DETROIT WATER SYSTEM –** Kelly Galbraith read a contract between Robert Bruce and the City of Detroit. Eric Page requested we have the contract be reviewed by the City Attorney. Mayor Trett made a motion to enter into a contract with Robert Bruce and the City of Detroit to provide his DRC water operator's license for a period of two months and then readdress the issues and come back with more information, seconded by Denny Nielsen. Todd Smith is concerned about Robert Bruce being a contractor but he still has a City truck, City gas card and City tools. Some discussion followed regarding insurance and mileage. Mayor Trett amended his motion to enter into a contract until September 13th with his DRC license with the understanding he returns the City truck and we will pay him standard mileage seconded by Denny Nielsen, all in favor, motion passed unanimously with Tim Luke absent.
- E. EMPLOYMENT OF A WATER TECHNICIAN –** Interviews are being held on Friday.

7. **ADJOURNMENT** – Todd Smith made a motion to adjourn, seconded by Denny Nielsen, all in favor, motion passed unanimously with Tim Luke absent. Meeting adjourned at 7:21 PM.

Signed:

Attest:

James R. Trett, Mayor

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
Denny Nielsen, Councilor

Kelly Galbraith, City Recorder



City of Detroit, Oregon
City Council Reg Session
Minutes
July 12, 2022
6:30 p.m.

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

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

Email: detroit@wvi.com

City of Detroit
345 Santiam Avenue W.

Via Zoom

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- I. **Call to Order** – Mayor Trett called the meeting to order at 6:34 PM followed by the Pledge of Allegiance.
- II. **Council Roll Call**- Present – Jim Trett, Greg Sheppard, Eric Page, Tim Luke, Michele Tesdal, Todd Smith and Denny Nielsen. Staff Present – Kelly Galbraith and Michelle Connor.
- III. **Approval of Agenda** – Eric Page made a motion to approve the agenda, seconded by Denny Nielsen, all in favor, motion passed unanimously.
- IV. **Special Orders of Business** – Kane’s Marina. Mayor Trett read a letter that was submitted in regards to the number of RVs at Kane’s Marina compared to before the fires. There’s was also concern about there being no fence to block the neighbors and no landscaping. Staff is looking into the concerns.
 - A Mass Gathering Permit has been submitted for the Scotty Alexander concert on August 6th. Denny Nielsen made a motion to approve the permit, seconded by Todd Smith, all in favor, motion passed unanimously.
 - Mayor Trett has been in contact with the Marion County Sheriff’s Dept. regarding them using an office in the City Hall for different activities. In order to keep from issuing every deputy a key we would like to put a combination door on the door by the fire bays.

- Mayor Trett read a letter from David and Lee Layman. They would like to move forward rebuilding Cedar's lounge at 200 Detroit Ave., Detroit, OR.

V. Committee Reports - None

VI. Public Comments – Marianne Eichler is concerned about the ATV noise late at night. She would like to see more regulations for ATVs.

- Ken Woodward would like to see recycling bins in the park. He would also like to see a permit process and a fee for ATVs.

VII. Resolutions, Orders and Administrative Action

- CPI – Billy Terry – Billy says the undergrounding of power is complete in East Detroit. There are still 102 residents with overhead power. They are still trying to secure funding to help residents offset the cost of putting power underground and may have to leave some above ground in the end. They are still about 2 years out from converting everyone. CPI has installed the conduit for Ziplify and it is ready to go. They are hoping to secure a contract with Ziplify so they can remove the poles. They would like to update the franchise agreement to require underground power in the future.
- District Response Charge – Duties and Responsibilities – Kelly Galbraith contacted OAWU to get the duties and responsibilities of a DRC:
 - Fill out reports.
 - OHA requires a contract between the DRC and the City.
 - Must be available 24/7
 - Make sure water system is in compliance.
 - Keep certificates up to date by continuing training
 - Hold certificates while new water tech gets certified.

Bob Bruce has agreed to hold the certificates while he trains a new water technician. Eric Page made a motion to enter into a conversation with Bob Bruce regarding his water certificates and to meet with Staff, Water Commissioner, and the Mayor, seconded by Michele Tesdal. Todd Smith would like the Employee Review Board to be involved. Ayes – Denny Nielsen, Greg Sheppard, Eric Page, Tim Luke, Michele Tesdal and Mayor Trett. Nay – Todd Smith. Motion passed 6-1.
- Gravel – Old City Hall Property – Tim Luke says FEMA excavated the site too deep it will be an additional \$4,300 in gravel to fill it. Greg Sheppard will contact ODOT about getting some fill dirt.
- Parks Discussion – Eric Page said we need to look for a revenue source for our park to cover toilet paper, cleaning and maintenance. The city park has become one of the most popular rest stops on Santiam Hwy. Michele Tesdal suggested renegotiating the contract with the Forestry Dept. for the Flats.
- Resolution 642 – Declaring City Items as Surplus – Mayor Trett read Resolution 642 declaring donated office items as surplus. Denny Nielsen made motion to

approve Resolution 642, seconded by (inaudible), all in favor, motion passed unanimously.

VIII. Consent Calendar

- a. Approval of the Minutes of the Detroit City Council – June 14, Regular Session and Budget Hearing, June 17, Special Session, June 21, Special Session, June 29, Special Session.
- b. Approval to Pay the Bills

Eric Page made a motion to approve the Consent Calendar, seconded by Michele Tesdal, all in favor, motion passed unanimously.

IX. Staff Reports

- a. Marion County Community Development Manager – N/A
- b. Wildfire Recovery Coordinator – Sarah Allaben – N/A
- c. HBH Engineering – Matt Del Moro said he has requested a proposal from Aspen Environmental for an archeological survey that FEMA is requiring for all undisturbed areas that will have facilities constructed on them. Kenny says there will be a warranty walk through with R&G at the end of this month and then Phase 2B of the project will be totally done. The Council had a work session on 6/27/22 to discuss pavement repair. They identified \$282,000 in funding for an expected total cost of \$232,000. The project was reduced to just trench patching. The funds do not include any loans. It is money the city has on hand. Kenny reminded everyone we will need to do a water rate increase to balance the water budget for upcoming year. They are hoping to get new water rates prepared for an open hearing in September. City staff is sending out a letter to residents giving them 30 days to opt out of having their water service reactivated if they haven't already requested that from the city or having their meter removed. HBH is recommending a budget figure of \$75,000 for the new Water Technician salary. Kenny says the classification of our new water plant might change requiring 36 months of training for new technician instead of 12. Kelly Galbraith added that you do need to have water if you have an RV on your property. Eric Page wants to make sure that when we sign off on the R&G warranty that we have some insurance that our current water loss is not related to something in their contract.
- d. City Recorder – Kelly has been attending Hazard Mitigation meetings with DLCD and we have an updated city addendum. As Special Session is set for 7/27 at 6:30. There will not be a Planning Committee meeting that night. Mcrae is not ready to discuss the next steps.
- e. City Clerk – N/A
- f. Planning – Mcrae Carmichael – N/A Kelly Galbraith says Mcrae took Renata's place but may stay on as our City Planner for a while.
- g. Marion County Sheriff – Matt Wilkinson reported no criminal cases in June. The calls consisted of alarms, traffic stops and suspicious persons. There was a lot of activity around the 4th of July when there were a lot of illegal fireworks. We need to continue to police ourselves and work with neighbors. Marion County Commissioners have approved an enhanced Santiam Canyon wildfire recovery

enhancement patrols from the Marion County Sheriff's office. They are overtime so it will depend on people filling those shifts. The shift is 3:00pm – 1:00am.

- h. USFS – N/A
- i. Idanha - Detroit Rural Fire Protection District – Chief Brad Patterson had a meeting with Metcom 911 in regards to the emergency radio equipment that was lost in the fire. We are going to need to construct a 180' tower on the Community Center site. The tower will contain the emergency antennas we will need for communication back to Woodburn. It would also contain the emergency alert siren and they will try to facilitate an antenna for the FM radio folks out of Mill City. They have a grant for this equipment from Metcom. They will be sending three of the vehicles in the corral in Idanha to surplus. They are also working on recruitment for anyone with any kind of skills. They are in the beginning phases of the new fire station construction. They met with Duncan Construction this week and they are interested in being the GC for the project. They are still working with an investment group on the exact location for that new fire station. The pancake breakfast was a success. They served 350 people and made \$2,600.
- j. North Santiam Sewer Authority – Ken Woodward reported that tomorrow they will be signing an IGA between Marion County and NSSA. They will be receiving some funds so they can hire a part time person along with MWCOG. Denny Nielsen says Sarah Allaben has been working on a video related to the NSSA activities over the past few years for use as a communication tool with the affected communities in the region. The video captures the logic as well as the emotions of the canyon's needs for a functional sewage treatment system that would let us grow as communities and maintain a pristine Santiam river drainage. Denny and Sarah are also collecting talking points that they can use as they begin to regularly communicate with all the communities in the canyon about the project. The RFP proposals for the project have been received and the evaluations have been completed. They are waiting on Marion County now.

X. Councilor's Report

- Greg Sheppard – There is still contaminated pipe on the corner of Patton and 2nd Ave. left by R& G. There's 3 large dead spruce trees on the corner of Melgard Ct. and Meyer that we should get rid of. We have a large pile of dry slash on the top of Scott Ave. that is a fire hazard. He wants to pave Scott Ave. this season with the \$100,000 grant we have. He also wants to stripe the traffic areas in town due to safety issues. He is going to apply for the \$250,000 grant for the east Forest walkway and the paving project before the end of August.
- Eric Page – We had a couple of water leaks in the last month. One was at the bungalows and he doesn't know the exact location of the other potential one. We have about 500,000 gallons of water that is unaccounted for. There is a city wide water reactivation notice going out. He suspects we have a substantial amount of water users that are not paying for their water. The letter will allow the city to more accurately determine how many active water customers currently exist. Determining how many water customer remain is the first step the city must take to assess the water budget and update water rates to reflect the actual income and

expenses for the system. Immediately following the fire many of the agencies we work with provided direct assistance and funds for the city to ensure the water system could be repaired and supply safe drinking water to the citizens. This assistance is coming to an end so therefore we must assess our financial ability. All prior water customers are going to receive a water bill. The first bill will include any water consumption recorded by your meter prior to your account being activated. If you choose to have your meter removed and wish to reconnect in the future the charge will be \$410 for the meter plus city materials and labor cost. Eric will work with HBH to find the leaks and see what's going on. We had a recent pump failure that caused a temporary water shortage. Eric reminded everyone that there's no way based on insurance that the city would have enough money to put a permanent water system back in place. FEMA is going to be major (inaudible) to water system coming back online with a new permanent plant.

- Tim Luke – No report
- Michelle Tesdal – The north side of the parks fence will be started next Monday. She is still looking for more people to be on the Parks Committee. The funds from the upcoming concert in the park will be put towards a stage. She would like to revisit the park plan at the next meeting to see what we could put on the outskirts of the park since the drain field might go there. Michele is also hoping to talk to the person who is the contact person with the Forest Service for the Flats to see how we could relieve some of the funds the City is putting out to take care of the Forest Service Park.
- Todd Smith – Todd gave a big shout out to Ken Eichler and Dave Danielson for bringing their excavators down and moving everything over so the 4th of July fireworks could happen because it was real close to burn piles. We are working with the City Attorney regarding golf carts and ATVs to re-evaluate and change our Ordinance.
- Denny Nielsen – Besides working with the NSSA Denny has also been working with the Charter Review Committee along with Commissioner Tesdal and Mayor Trett as well as the Chairman for that group, Traci Boland. It's been a couple months and several meeting which cumulated last Saturday in an opportunity to engage the public about our suggestions for changes in the Charter and although it was sparsely attended they had a very robust discussion. It was helpful and productive and they have some new ideas to work on in an upcoming meeting which will cumulate in our recommendations to the Council on what we should or should not go on the ballot in November. Denny is also working with the community visioning group. There were 285 responses to the survey. They received a tremendous amount of information which will be used with the consultant that Marion County has graciously agreed to help us with in terms of the funding. A couple of ideas that have surfaced beyond the survey results had

to do with employee accommodations within the City. Also, some perspective modeling of what the City might look like in the future.

XI. Mayor's Report – Reminder there is a water restriction in effect right now due to problem at the silver bullet. (Inaudible). We are very actively looking at the ATV/golf cart rules. (Inaudible).

XII. Other Business - None

XIII. Upcoming Meetings

- a. Special Session – July 27, 2022 at 6:30 PM
- b. Regular Session- Annual Saturday Meeting – August 13, 2022 at 10:00 a.m.

Adjourn – Eric Page made a motion to adjourn, seconded by Todd Smith, all in favor, motion passed unanimously. Meeting adjourned at 8:34 PM

Signed:

Attest:

James R. Trett, Mayor

Kelly Galbraith, City Recorder

**DETROIT CITY COUNCIL MEETING - AGENDA ITEM #6
BILLS PAYABLE LIST FOR CURRENT MONTH
July 9 - 31, 2022**

Num	Date	Name	Memo	Account	Class	Paid Amount
19469	07/11/2022	Michelle K. Connor	PP14 06/26/2022 - 07/09/22	Checking - US Bank		
			36 Hours @ 21.96/hr	E1-003 CLERK WAGE	GENERAL FUND	-790.56
			36 Hours @ 21.96/hr	E2-003 CLERK WAGE	WATER FUND	-790.56
			1.13 OT @ 32.94/hr	E1-003 CLERK WAGE	GENERAL FUND	-37.22
			1.12 OT @ 32.94/hr	E2-003 CLERK WAGE	WATER FUND	-36.89
			FED Withholding	FED TAX WITHHOLDING	GENERAL FUND	66.00
			State Withholding	STATE TAX WITHHOLDI...	GENERAL FUND	94.00
			Social Security	FED TAX WITHHOLDING	GENERAL FUND	102.99
			Medicare	FED TAX WITHHOLDING	GENERAL FUND	24.09
			Workers Comp	WORKERS' COMP WITH...	GENERAL FUND	0.93
			State Transi	STATE TAX WITHHOLDI...	GENERAL FUND	1.83
			Spouse Med/Dent	E1-004 PAY EXPENSE	GENERAL FUND	169.75
			HRS VAC/ HRS SL4HRS HOLIDAY/GF	E1-003 CLERK WAGE	GENERAL FUND	-87.84
			HRS VAC/ HRS SL4HRS HOLIDAY/WF	E2-003 CLERK WAGE	WATER FUND	-87.84
						-1,371.32
TOTAL						
19470	07/11/2022	Kelly A. Galbraith	PP 14 06/26/22 - 07/09/22	Checking - US Bank		
			36 Hours Reg @ 23.54/hr	E1-001 RECORDER WAGE	GENERAL FUND	-847.44
			36 Hours Reg @ 23.54/hr	E2-002 RECORDER WAGE	WATER FUND	-847.44
			1.50 Hours Overtime @ 35.31	E1-001 RECORDER WAGE	GENERAL FUND	-52.97
			1.50 Hours Overtime @ 35.31/hr	E2-002 RECORDER WAGE	WATER FUND	-52.97
			FED TAX WITHHOLDING	FED TAX WITHHOLDING	GENERAL FUND	83.00
			STATE TAX WITHHOLDING	STATE TAX WITHHOLDI...	GENERAL FUND	119.00
			MEDICARE	FED TAX WITHHOLDING	GENERAL FUND	26.43
			SOCIAL SECURITY	FED TAX WITHHOLDING	GENERAL FUND	113.03
			WORKERS' COMP WITHHOLDING	WORKERS' COMP WITH...	GENERAL FUND	0.91
			Hr Holiday / Hrs Sick / 6 Hrs Vacation	E1-001 RECORDER WAGE	GENERAL FUND	-94.16
			Hr Holiday / Hrs Sick / 6 Hrs Vacation	E2-002 RECORDER WAGE	WATER FUND	-94.16
			STATE TRANSIT TAX W/H	STATE TRANSIT TAX W/H	GENERAL FUND	2.09
			Spouse Med/Dent	E1-004 PAY EXPENSE	GENERAL FUND	166.07
						-1,478.61
TOTAL						
19471	07/11/2022	ROBERT BRUCE	PP 14 06/26/22 - 07/09/22	Checking - US Bank		
			40 HRS	E2-001 WF PERSONNEL	WATER FUND	-2,188.80
			FEDERAL TAX	FED TAX WITHHOLDING	GENERAL FUND	290.00
			STATE TAX	STATE TAX WITHHOLDI...	GENERAL FUND	196.00
			MEDICARE	MEDICARE	GENERAL FUND	34.28
			Social Security	SOCIAL SECURITY	GENERAL FUND	146.58
			Worker's Comp	WORKERS' COMP WITH...	GENERAL FUND	0.97
			STATE TRANSIT	STATE TAX WITHHOLDI...	GENERAL FUND	2.54

DETROIT CITY COUNCIL MEETING - AGENDA ITEM #6
BILLS PAYABLE LIST FOR CURRENT MONTH
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Num	Date	Name	Memo	Account	Class	Paid Amount
TOTAL			SPOUSE HEALTH/DENTAL PROGRAM OVERTIME	E2-004 PAYROLL EXPEN... E2-001 WF PERSONNEL	WATER FUND WATER FUND	173.48 -348.84
19472	07/11/2022	Michael Vetter	PP 14 06/26/22 - 07*09/22	Checking - US Bank		-1,693.79
TOTAL			26 Reg Hours @ \$14.71/hr 12 Reg Hours @ \$14.71/hr 9 Reg Hours @ \$14.71/hr MEDICARE SOCIAL SECURITY WORKERS' COMP WITHHOLDING STATE TRANSIT TAX W/H	E1-002 MAINTENANCE ... E3-001 PUB. WORKS LA... E2-001 WF PERSONNEL FED TAX WITHHOLDING FED TAX WITHHOLDING WORKERS' COMP WITH... STATE TRANSIT TAX W/H	GENERAL FUND STREET FUND WATER FUND	-382.46 -176.52 -132.39 9.94 42.50 0.52 0.69
19473	07/11/2022	Kerry Stormer	PP 14 6/26/22 - 07/09/22	Checking - US Bank		-637.72
TOTAL			4 Reg hours @ \$14.28/hr 35.50 Reg hours @ \$14.28/hr FED TAX WITHHOLDING STATE TAX WITHHOLDING MEDICARE SOCIAL SECURITY WORKERS' COMP WITHHOLDING STATE TRANSIT TAX W/H	E2-001 WF PERSONNEL E3-001 PUB. WORKS LA... FED TAX WITHHOLDING STATE TAX WITHHOLD... FED TAX WITHHOLDING FED TAX WITHHOLDING WORKERS' COMP WITH... STATE TRANSIT TAX W/H	WATER FUND STREET FUND	-58.84 -522.21 8.00 5.00 8.43 36.03 0.43 0.32
19474	07/11/2022	Grant Liam	Reimbursement on water acct #635	Checking - US Bank		-522.84
TOTAL			Reimbursement on Water Acct 635	E2-102 OFFICE ADMIN	WATER FUND	-112.00
19475	07/11/2022	CPI	Acct: 1155101, 1155103, 1155106, 1155108 Date: 05/2022	Checking - US Bank		-112.00
TOTAL			WF 135 Weber SF Street Lights & Park WF 102 Forest Silver Bullet WF 160 Breitenbush RD	E2-101 UTILITIES E3-103 STREET LIGHTS E2-101 UTILITIES E2-101 UTILITIES	WATER FUND STREET FUND WATER FUND WATER FUND	-170.00 -1,108.00 -114.00 -107.00
TOTAL						-1,499.00

**DETROIT CITY COUNCIL MEETING - AGENDA ITEM #6
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Num	Date	Name	Memo	Account	Class	Paid Amount
19476	07/11/2022	ODP Business Solutions, LLC	INVOICE 252220970001	Checking - US Bank		
			COPY PAPER	E1-100 OFFICE ADMIN	GENERAL FUND	-44.99
			3" Binder	E1-100 OFFICE ADMIN	GENERAL FUND	-11.49
			MANILA FOLDERS	E1-100 OFFICE ADMIN	GF	-26.99
			SECURITY ENVELOPES	E1-100 OFFICE ADMIN		-27.19
TOTAL						-110.66
19477	07/11/2022	USPS	ANNUAL POST OFFICE BOX FEE	Checking - US Bank		
			ANNUAL POST OFFICE BOX FEE	E1-100 OFFICE ADMIN	GENERAL FUND	-140.00
TOTAL						-140.00
19478	07/11/2022	Shannon & Wilson	Inv# 128397	Checking - US Bank		
			PLAN AND SPECIFICATION SUPPORT	E30-200 CIS Wildfire Water	REBUILDING FU...	-430.00
TOTAL						-430.00
19479	07/11/2022	Hiland Water	Inv: 3348	Checking - US Bank		
			PURCHASE OF LMI PUMP	E30-200 CIS Wildfire Water	REBUILDING FU...	-600.00
TOTAL						-600.00
19480	07/11/2022	PACIFIC SANITATION	Acct: 01-5287214-9 May 110 Patton	Checking - US Bank		
			1 YARD DUMPSTER	E1-100 OFFICE ADMIN	GENERAL FUND	-72.73
			1/2 - 1 YARD DUMPSTER -	E2-101 UTILITIES	WATER FUND	-72.72
			COMM EXTRA YARD	E1-100 OFFICE ADMIN	GENERAL FUND	-30.40
TOTAL						-175.85
19481	07/11/2022	Softline Data Inc.	Inv: 14417	Checking - US Bank		
			BLUE BILL CARDS/2000	E2-102 OFFICE ADMIN	WATER FUND	-159.50
TOTAL						-159.50

**DETROIT CITY COUNCIL MEETING - AGENDA ITEM #6
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Num	Date	Name	Memo	Account	Class	Paid Amount
19482	07/11/2022	MID WILLAMETTE VALLEY COG	Inv: 1732	Checking - US Bank	GENERAL FUND	-161.00
TOTAL			ECONOMIC DEVELOPMENT DISTRICT DUES	E1-107 LEGAL		-161.00
19483	07/11/2022	MID WILLAMETTE VALLEY COG	Inv: 1687	Checking - US Bank	GENERAL FUND	-1,354.00
TOTAL			MEMBERSHIP DUES FOR 2022/2023	E1-107 LEGAL		-1,354.00
19484	07/11/2022	Cascade Columbia Distribution	Customer: 83000 Inv: 841074	Checking - US Bank	GENERAL FUND	-390.00
TOTAL			4 G5 Sodium Hypochlorite Environmental Surcharge & Delivery Charge Delivery Charge	E2-105 SYSTEM MAINT. ... E2-105 SYSTEM MAINT. ... E2-105 SYSTEM MAINT. ...	WATER FUND WATER FUND WATER FUND	-35.00 -35.00 -75.00
19485	07/11/2022	ULTREX BUSINESS SOLUTIONS	Acct: C1015 INV112973	Checking - US Bank	GENERAL FUND	-35.45
TOTAL			Copies made Copies made	E1-100 OFFICE ADMIN E2-102 OFFICE ADMIN	GENERAL FUND WATER FUND	-35.44
19486	07/11/2022	Ziply Fiber	503-854-3496	Checking - US Bank	GENERAL FUND	-250.00
TOTAL			503-854-3496 503-854-3570	E1-100 OFFICE ADMIN E2-100 AUDIT	GENERAL FUND WATER FUND	-144.07
19487	07/11/2022	MARION COUNTY TREASURY DE...	Inv. 100075	Checking - US Bank	BUILDING PER...	-7,646.76
TOTAL			Marion County Building Permit Fees - June	Building Permits Trust I		-7,646.76

**DETROIT CITY COUNCIL MEETING - AGENDA ITEM #6
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Num	Date	Name	Memo	Account	Class	Paid Amount
19488	07/11/2022	OAWU	INV: 33058 Date:	Checking - US Bank		
			Wildfire Loss: Air Release Valve for WTP	E2-106 DUES, FEES, TR...	WATER FUND	-253.00
TOTAL						-253.00
19489	07/11/2022	LEAGUE OF OREGON CITIES	Member Registration	Checking - US Bank		
			Member Registration	E1-104 DUES, FEES, TRA...	GENERAL FUND	-251.91
TOTAL						-251.91
19490	07/11/2022	ACE CHEMICAL TOILETS	INV 103228	Checking - US Bank		
			HANDICAP ACCESSIBLE TOILET	E1-106 BEAUTIFICATION	GENERAL FUND	-185.00
TOTAL						-185.00
19491	07/11/2022	The Canyon Weekly Newsletter	Inv: 2022-0991	Checking - US Bank		
			Public Notice - BUDGET DOCUMENT	E1-100 OFFICE ADMIN	GENERAL FUND	-304.00
TOTAL						-304.00
19492	07/11/2022	G&G Supply Co.	Invoice # 275463, 275458, 275233, 275007	Checking - US Bank		
			NITRILE GLOVES	E9-103 Park Maintenance	PARKS & REC R...	-40.51
			SAFETY GLASSES	PARKS & RECREATION ...	PARKS & REC R...	-10.06
			WET MOP	PARKS & RECREATION ...	PARKS & REC R...	-9.39
			2 44 GALLON CONTAINERS AND LINERS 2 RUBBER M...	E1-100 OFFICE ADMIN	PARKS & REC R...	-664.85
TOTAL						-724.81
19493	07/11/2022	Eric Page		Checking - US Bank		
			Reimbursement for purchasing a riding mower deck for the...	E9-107 Vehicle Maintenanc...	PARKS & REC R...	-1,303.06
TOTAL						-1,303.06

**DETROIT CITY COUNCIL MEETING - AGENDA ITEM #6
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Num	Date	Name	Memo	Account	Class	Paid Amount
19494	07/21/2022	OREGON DEPARTMENT OF REV...	2nd quarter 2022	Checking - US Bank		-49.90
			Oregon WBF (Workers Benefit Fund	STATE TRANSIT TAX W/H	GF	-49.90
TOTAL						-49.90
19495	07/25/2022	Kelly A. Galbraith	PP 15 07/10/22 - 07/23/22	Checking - US Bank		-1,464.29
			37 Hours Reg @ 23.54/hr	E1-001 RECORDER WAGE	GENERAL FUND	-870.98
			37 Hours Reg @ 23.54/hr	E2-002 RECORDER WAGE	WATER FUND	-870.98
			1.25 Hours Overtime @ 35.31	E1-001 RECORDER WAGE	GENERAL FUND	-44.14
			1.25 Hours Overtime @ 35.31/hr	E2-002 RECORDER WAGE	WATER FUND	-44.14
			FED TAX WITHHOLDING	FED TAX WITHHOLDING		81.00
			STATE TAX WITHHOLDING	STATE TAX WITHHOLDI...		119.00
			MEDICARE	FED TAX WITHHOLDING		26.18
			SOCIAL SECURITY	FED TAX WITHHOLDING		111.94
			WORKERS' COMP WITHHOLDING	WORKERS' COMP WITH...		0.91
			Hr Holiday / Hrs Sick / 3 Hrs Vacation	E1-001 RECORDER WAGE	GENERAL FUND	-70.62
			Hr Holiday / Hrs Sick / 3 Hrs Vacation	E2-002 RECORDER WAGE	WATER FUND	-70.62
			STATE TRANSIT TAX W/H	STATE TRANSIT TAX W/H		2.09
			Spouse Med/Dent	E1-004 PAY EXPENSE	GENERAL FUND	166.07
TOTAL						-1,464.29
19496	07/25/2022	Michelle K. Connor	PP15 07/10/22 - 07/23/22	Checking - US Bank		-1,371.32
			40 Hours @ 21.96/hr	E1-003 CLERK WAGE	GENERAL FUND	-878.40
			40 Hours @ 21.96/hr	E2-003 CLERK WAGE	WATER FUND	-878.40
			1.13 OT @ 32.94/hr	E1-003 CLERK WAGE	GENERAL FUND	-37.22
			1.12 OT @ 32.94/hr	E2-003 CLERK WAGE	WATER FUND	-36.89
			FED Withholding	FED TAX WITHHOLDING	GENERAL FUND	66.00
			State Withholding	STATE TAX WITHHOLDI...	GENERAL FUND	94.00
			Social Security	FED TAX WITHHOLDING	GENERAL FUND	102.99
			Medicare	FED TAX WITHHOLDING	GENERAL FUND	24.09
			Workers Comp	WORKERS' COMP WITH...	GENERAL FUND	0.93
			State Transit	STATE TAX WITHHOLDI...	GENERAL FUND	1.83
			Spouse Med/Dent	E1-004 PAY EXPENSE	GENERAL FUND	169.75
TOTAL						-1,371.32

**DETROIT CITY COUNCIL MEETING - AGENDA ITEM #6
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Num	Date	Name	Memo	Account	Class	Paid Amount
19497	07/25/2022	ROBERT BRUCE	PP15 07/10/22 - 07/23/22	Checking - US Bank		
			80 HRS	E2-001 WF PERSONNEL	WATER FUND	-2,188.80
			FEDERAL TAX	FED TAX WITHHOLDING		312.00
			STATE TAX	STATE TAX WITHHOLDI...		196.00
			MEDICARE	MEDICARE		35.47
			Social Security	SOCIAL SECURITY		151.67
			Worker's Comp	WORKERS' COMP WITH...		0.97
			STATE TRANSIT	STATE TAX WITHHOLDI...		2.62
			OVERTIME - 10.5 HRS	E2-001 WF PERSONNEL	WATER FUND	-430.92
TOTAL						-1,920.99
19498	07/25/2022	Michael Vetter	PP 15 07/10/22 - 07/23/22	Checking - US Bank		
			26 Reg Hours @ \$14.71/hr	E1-002 MAINTENANCE ...	GENERAL FUND	-382.46
			9 Reg Hours @ \$14.71/hr	E3-001 PUB. WORKS LA...	STREET FUND	-132.39
			8 Reg Hours @ \$14.71/hr	E2-001 WF PERSONNEL	WATER FUND	-117.68
			MEDICARE	FED TAX WITHHOLDING		9.17
			SOCIAL SECURITY	FED TAX WITHHOLDING		39.22
			WORKERS' COMP WITHHOLDING	WORKERS' COMP WITH...		0.47
			STATE TRANSIT TAX W/H	STATE TRANSIT TAX W/H		0.63
TOTAL						-583.04
19499	07/25/2022	ROBERT BRUCE	PAY OUT - VACATION 160 HOUR CAP	Checking - US Bank		
			FEDERAL TAX	FED TAX WITHHOLDING		470.00
			STATE TAX	STATE TAX WITHHOLDI...		352.00
			MEDICARE	MEDICARE		63.48
			Social Security	SOCIAL SECURITY		271.41
			STATE TRANSIT	STATE TAX WITHHOLDI...		4.38
			160 HOURS VACATION TIME	E2-001 WF PERSONNEL	WATER FUND	-4,377.60
TOTAL						-3,216.33