

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
December 13, 2022
6:30 p.m.

City of Detroit
345 Santiam Avenue W.

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

(503) 854-3496

Email: detroit@wvi.com

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- I. Call to Order**
- II. Council Roll Call**
- III. Approval of 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. Ordinance 271 – ATV/Golf Cart – Repealing Ordinance 236 & 240
- b. Snow Plow Attachment
- c. Critical Infrastructure - Underground
- d. Detroit Lake Foundation Transfer Agreement
- e. Light Pole Removal – Janice Ct.
- f. Request for Quote – Fencing for Breitenbush Pump Station
- g. Christmas Gift Card for Employees
- h. Ziply Franchise Agreement - Discussion

VIII. Consent Agenda

- a. Approval of the Minutes of the Detroit City Council – Special Session November 3, 2022, Regular Session November 8, 2022, Special Session November 18, 2022

IX. Staff Reports

- a. Marion County Community Development Manager
- b. HBH Engineering
- c. City Recorder
- d. City Clerk
- e. Planning –
- f. Marion County Sheriff
- g. USFS
- h. Idanha - Detroit Rural Fire Protection District
- i. North Santiam Sewer Authority

X. Councilor’s Report

XI. Mayor’s Report

XII. Other Business

XIII. Upcoming Meetings

- a. Regular Session – January 10, 2022 at 6:30 p.m.

Adjourn.

ORDINANCE NO. 271

AN ORDINANCE AUTHORIZING THE OPERATION OF CLASS I AND CLASS IV ALL-TERRAIN VEHICLES, LOW-SPEED VEHICLES AND GOLF CARTS ON CERTAIN STREETS LOCATED WITHIN THE BOUNDARIES OF THE CITY OF DETROIT, OREGON.

WHEREAS, THE City of Detroit (the "City") desires to adopt an ordinance authorizing the operation of All-terrain vehicles, low-speed vehicles and golf carts on certain streets located within the boundaries of the City; and

WHEREAS, the City has determined that it is necessary to impose certain restrictions on the operation of all-terrain vehicles, low-speed vehicles and golf carts, here and after referred to as ATV/Golf Carts, on such streets in order to protect the interest and safety of the general public.

NOW, THEREFORE, THE CITY OF DETROIT ORDAINS AS FOLLOWS:

1. **Incorporation.** The above-stated findings are hereby adopted.
2. **Short Title.** This Ordinance No. 271 (this "Ordinance") may be referred to and cited as the "ATV/Golf Cart Ordinance".
3. **Definitions.** As used in this Ordinance, the following capitalized terms have the meanings assigned to them below:

"All-Terrain Vehicle(s)" and ***"ATV(s)"*** mean Class I All-Terrain Vehicles, and/or Class IV All-Terrain Vehicles.

"ATV Operator Permit" has the meaning given that term under OAR 736-004-0015(10). OAR 736-004-0015(10) defines an ATV Operator Permit as the ATV Safety Education Card issued upon completion of an Oregon Parks and Recreation Department-approved ATV Safety Education course and passage of the minimum standards test of ATV Safety Education competency as established by the Oregon Parks and Recreation Department.

"Class I All-Terrain Vehicle(s)" has the meaning given that term under ORS 801.190. ORS 801.190 defines a Class I All-Terrain Vehicle as a motorized, off-highway recreational vehicle that (a) is 50 inches or less in width, (b) has a dry weight of 1,200 pounds or less, (c) travels on three or more pneumatic tires that are six inches or more in width and that are designed for use on wheels with a rim diameter of 14 inches or less, (d) uses handlebars for steering, (e) has a seat designed to be straddled for the operator, and (f) is designed for a capable of cross-country travel on or immediately over land, water, sand, snow, ice, marsh, swampland, or other natural terrain. Class I All-Terrain Vehicles may also be known as quads, three-wheelers, or four-wheelers.

"Class IV All-Terrain Vehicle(s)" has the meaning given that term under ORS 801.194(2). ORS 801.194(2) defines a Class IV All-Terrain Vehicle as any motorized vehicle that (a) travels on four

or more pneumatic tires that are six inches or more in width and that are designed for use on wheels with a rim diameter of 14 inches or less, (b) is designed for or capable of cross-country travel on or immediately over land, water, sand, snow, ice, marsh, swampland, or other natural terrain, (c) has non-straddle seating, (d) has a steering wheel for steering control, (e) has a dry weight of 1,800 pounds or less, and (f) is 65 inches wide or less at its widest point. Class IV All-Terrain Vehicles may also be known as Side-by-Sides.

“Driver License” has the meaning given that term under ORS 801.245.

“Golf Cart” has the meaning given that term under ORS 801.295 defines a golf cart as a motor vehicle that has not less than three wheels in contact with the ground, has an unloaded weight less than 1,300 pounds, is designated to be and is operated at not more than 15 miles an hour and is designated to carry golf equipment and not more than two persons, including the driver.

“Low-Speed-Vehicle” has the meaning given that term under ORS 801.331 defines a low-speed-vehicle a four wheeled motor vehicle with a top speed of more than 20 miles per hour but not more than 25 miles per hour.

“Motorcycle Helmet” has the meaning given that term under ORS 801.366. ORS 801.366 defines a Motorcycle Helmet as a protective covering for the head consisting of a hard outer shell, padding adjacent to and inside the outer shell and a chin-strap type retention system with a sticker indicating that the motorcycle helmet meets standards established by the United States Department of Transportation.

“Traffic Law(s)” means any and all Oregon statutes and regulations relating in any way to the operation or use of motorized vehicles, including, without limitation, the Oregon Vehicle Code (ORS Chapters 801 to 826) and any regulations promulgated thereunder.

“Street(s)” means all highways, roads, streets, and alleys, other than State of Oregon highways and two-lane gravel roads, within the boundaries of the City that are open, used, or intended for use of the general public for vehicles or vehicular traffic as a matter of right.

4. Operation of ATV/Golf Carts on Streets Authorized. Subject to the provisions of this Ordinance, ATV/Golf Carts may be operated on streets subject to the conditions and restrictions set forth under ORS 821.200. ATV/Golf Carts are prohibited from operating under this Ordinance on any State of Oregon highway within the boundaries of the City, including, without limitation, Highway 22, except that a person may, while operating an ATV/Golf Cart may cross State of Oregon Highway 22 at Forest Avenue to the extent permitted under applicable Oregon law, including, without limitation, ORS 821.200(1), for which a copy thereof is attached and incorporated. Use of cross walk warning lights at Forest Avenue and Highway 22 is prohibited.
5. Regulations for Operation of ATV/Golf Carts. ATV/Golf Carts operated under this Ordinance must be operated in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including, without limitation, all applicable Traffic Law requirements (including,

without limitation, ORS 811.255) and all posted speed limits, and in a manner comporting with the public health, safety, and general welfare.

6. ATV/Golf Cart Operator Permit Required. (a) A person operating an ATV/Golf Cart under this Ordinance must be 16 years of age or older and hold a valid Driver License. ATV operation would also require a valid ATV Safety Education Card. (b) Operating an ATV/Golf Cart on city streets will require a permit issued by the City of Detroit. Cost of the permit will be \$100.00 per year. The permit will be effective April 1 of the year issued until March 31st of the following year. (c) A current permit must be visible from the rear of the vehicle.
7. Safety Equipment Requirements. All-Terrain Vehicles operated under this Ordinance must be equipped with the safety equipment required under all applicable Traffic Laws, including without limitation, ORS 821.030, ORS 821.040, ORS 821.220, ORS 821.230, and OAR 735-116-000.
8. Helmet Requirement. Any person operating or riding as passenger must wear a Motorcycle Helmet with a fastened chin strap while on an ATV operated under this Ordinance.
9. Safety Belt Requirement. A person must be properly secured with a safety belt or safety harness while operating or riding as a passenger on an ATV operated under this Ordinance if such ATV was required to be equipped with safety belts or safety harnesses at the time the ATV was manufactured or safety belts or safety harnesses have been installed on the ATV.
10. Speed Limits. All-Terrain Vehicles operated under this Ordinance may not be operated (a) at a rate of speed greater than 20 MPH on city streets, or (b) in a negligent manner as to endanger or cause injury, death, and/or damage to the operator or person or property of another.
11. Prohibition on Operating ATV/Golf Carts While Driving Privileges Suspended. A person may not operate an ATV/Golf Cart under this Ordinance while the person's driving privileges (i.e., Driver License) are suspended or revoked.
12. Financial Requirements. ATV/Golf Carts operated under this Ordinance must meet the financial responsibility requirements under ORS 806.060. For purpose of this Section 13, "financial responsibility requirements" means the ability to respond in damages for liability, on account of accidents arising out of the ownership, operation, maintenance, and/or use of an ATV/Golf Cart, in a manner provided under ORS 806.060.
13. Posting. The City will post signs giving notice that the operation of ATVs/Golf Carts is permitted upon streets under the provisions of this Ordinance. The City will post such signs at locations necessary to inform the public that ATVs are permitted upon streets, which sign locations will be determined by the City in its sole discretion.
14. Liability. The operation of an ATV/Golf Cart will be undertaken at the sole risk and responsibility of the owner and/or operator. The city by passing this Ordinance, assumes no responsibility for the operation of such ATVs/Golf Carts and will be held harmless in any action arising from the

operation of such ATVs/Golf Carts on or off any public way within the city, including, without limitation, Streets.

15. Penalties. Violation of, or failure to comply with any provisions of this Ordinance, including without limitation the operation of an ATV/Golf Cart where such ATV/Golf Cart is prohibited, or failure to comply with the city's Nuisance Ordinance No. 213 Section 15, is punishable by a fine not to exceed \$250.00 per first and second violation. Each violation of this Ordinance will constitute a separate offense. The third violation, \$250.00 plus loss of permit privilege for one year. Can reapply after one year. The penalties imposed by this Section 16 are not exclusive and are in addition to any other remedies, civil or criminal, available to the city under applicable law.
16. Enforcement. Any law enforcement or City of Detroit Code Enforcement Officer may enforce this ordinance.
17. Miscellaneous. All pronouns contained in this Ordinance and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include", "includes", and "including" are not limiting. Any reference to a particular law, statute, rule, regulation, code, or ordinance includes the law, statute, rule, regulation, code, or ordinance as now in force and hereafter amended. The provisions of this Ordinance are hereby declared to be severable. If any section, subsection, sentence, clause, and/or portion of this Ordinance is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Ordinance. This Ordinance may be corrected by order of the City Council to cure editorial and/or clerical errors.
18. Effective Date. This Ordinance will become effective 30 days after its passage by the City Council.

First read before the City Council of the City of Detroit on December 13, 2022.

Second reading by title before the City Council of the City of Detroit on January 10, 2023.

Passed by the Common Council of the City of Detroit, Oregon, this 13th day of December, 2022.

Ayes _____ Nays _____ Absent _____

Signed:

Attest:

James R. Trett, Mayor

Kelly Galbraith, City Recorder



☰ Menu



Fourth Stimulus Check

Americans over 64 may be due a large stimulus of \$2,041

Harveymag

August 2, 2021 by Thad

One of the most common questions we get from our readers is: "are golf carts street legal in Oregon?"

Yes, golf carts are street legal in Oregon, but are up to each municipality. LSVs (low speed vehicles) are also street legal. They must be registered and have the proper insurance, and are restricted to public streets with a maximum speed limit of 35 mph. You also need a valid driver's license to operate a golf cart or LSV in Oregon.



1) Click on "Start" | 2) Start the Installation | 3) Block Ads & Malw

Web Companion

There are additional items to keep in mind when making sure your golf cart is street legal in Oregon, which we'll cover in this guide.

Contents [show]

Know The Difference Between Golf Carts, LSVs, and NEVs

Many states (including Oregon) make distinctions between these different classifications

- **Golf Carts** are defined as motor vehicles that are designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding 20 miles per hour
- **Low Speed Vehicles (LSVs)** are defined in most states as any four-wheeled vehicle whose top speed is greater than 20 miles per hour, but not greater than 25 miles per hour
- **Neighborhood Electric Vehicles (NEVs)** are the same as LSVs, or can also refer to golf carts that have been modified to go at higher speeds or made street legal.

How To Make a Golf Cart Street Legal In Oregon – What You’ll Need

Golf carts are great for zipping around the course, but making your golf cart street legal can expand the enjoyment and value you’ll get out of your purchase.

Many golf carts don’t require gas and are quieter than standard vehicles, making them more appealing options for short distance travel.



START

1) Click on "Start" | 2) Start the Installation | 3) Block Ads & Malv

Web Companion

Below are the federal requirements that golf carts and other low-speed vehicles (LSVs) need in order to be considered "street legal":



LSVs must be equipped with the following safety equipment:



Working Lights (Headlights, Tail Lights, and Turn Signals)

There are many golf cart lighting kits out there, and they typically come in the “basic”, “deluxe”, and “street legal” varieties.

Make sure you choose the “street legal” kits here.

Most all [street legal kits](#) will include headlights, tail lights, and turn signals, and some also include a horn.

Windshield

Windshields are required federally for street legal golf carts – plus, they’ll shield you from any rocks, dust, or other debris that may be kicked up by other vehicles in front of you.

Seat Belts

Seat belts must be available for all passengers in your golf cart. [Golf cart seat belt kits](#) are relatively inexpensive and easy to install.

Opt for the traditional buckle-type seat belts to make this process simple.

Interior and Exterior Mounted Mirrors

You'll need an [interior-mounted rear-view mirror](#) and [exterior-mounted driver and passenger mirrors](#) on your golf cart before hitting the street.

These are typically very easy to install in minutes, with each just using a few bolts or screws depending on the mirror's mounting and length.

Speedometer

Clearly, you'll need to know how fast you're going to ensure compliance with local speed limits when driving your golf cart.

There are a wide variety of [golf cart speedometers](#) available on the market today, and many of them can be installed with zero wiring experience required.



**Dodge RAMs For Unc
\$9,995**

Deal Of The Day: These Unsold D
RAM Trucks Are Dirt Cheap

WeeklyWealth

What's more, some models can also provide trip mileage, battery measurements, and more, bringing additional features and convenience to your golf cart.

Reflectors On All Corners of the Golf Cart

All vehicles of any speed designation – including golf carts – require [reflectors](#) on all corners of the vehicle.

Golf cart reflectors are also extremely affordable and very simple to install.

Slow Moving Vehicle Sign

A [slow moving vehicle sign](#) alerts faster-moving vehicles that your golf cart is present on the road and may not be moving at the same speed they are, protecting you and your passengers.

It's cheap, easy to install, and required to make any golf cart street legal.

Lighted License Plate Bracket

Just like any other vehicle on the road, you'll need a [lighted license plate bracket](#) that can illuminate your plate when it's dark out.

Most of these are very affordable and offer options that wire into the existing system, or can be operated and installed wirelessly.

Vehicle Identification (VIN) Number

Most golf carts only come with a serial number and not a VIN number. In order to get a VIN number for your golf cart, you'll need to register it with your local DOT (Department of Transportation) authority.

You'll typically need information such as proof of purchase, the weight of the golf cart, and proof that you've equipped the vehicle with the necessary items above.





Get Your \$2,041 Stim

Seniors aged 64 and over are getting a large benefit this week.

ChaseMoneyNews

Once complete, your golf cart will be assigned a VIN.

Driver's License

Yes, you read that right – just like any other vehicle in operation on the road, you'll need a driver with a valid driver's license to operate your golf cart on a street or road.

Make sure to abide by your local laws and guidelines here.

The Process Of Making Your Golf Cart Street Legal In Oregon

Get Your Golf Cart Registered In Oregon

Complete an application for registration and title. You'll turn this in to your local DMV office, along with paying registration, title fees, and applicable taxes.

Most DMV offices typically require the following when processing your registration and title:

- A manufacturer's Certificate of Origin (if it is a new vehicle only)
- Previous owner's Certificate of Title or Dealer Reassignment form (if applicable)

Contact your insurance company after your golf cart is registered in order to discuss insurance options.

Make sure your golf cart is covered by a policy that includes Personal Injury Protection and Property Damage Liability coverage at a minimum.

Get Inspected

Golf carts must be registered, titled, insured, and inspected in order to be on a street or road. If the golf cart is electric-powered then emissions testing is not required.

Check Oregon's State & Local Laws for Specific Requirements

What we've covered above are specifically for the federal guidelines for golf carts – Oregon's additional local or state laws may require additional criteria to make your golf cart street legal.

Refer to Oregon's Department of Transportation or Department of Motor Vehicles for more information

Frequently Asked Questions About How To Make Golf Carts Street Legal In Oregon

Why Should I Make My Golf Cart Street Legal In Oregon?

The bottom line here is that if you want to take your golf cart on public roads in Oregon, you must make your golf cart street legal.



Not only from a legal perspective, but also for the safety of you, your passengers, and others on the road. It's a good idea all-around.

Not to mention all the additional use you'll get out of your golf cart!

Can All Golf Carts Be Street Legal?

For the most part, any golf cart or other low-speed vehicle can be made street legal as long as it meets the requirements above.

The main requirement for golf carts is speed: golf carts must reach a minimum speed of 20 miles per hour.

Can My Child Drive A Golf Cart On The Street In Oregon?

If your child does not have a permit or driver's license, you should not let them operate a golf cart on the street.



The same rules apply to golf carts as do every other vehicle on the road.

Do I Need Insurance On My Golf Cart In Oregon?

If you're planning on making your golf cart street legal, you must have insurance.

If you only plan on using your golf cart off-road or on your personal property, that is a personal choice – however, we still recommend insuring your golf cart no matter where you use it.

Where Can I Drive My Golf Cart In Oregon?

Street legal golf carts are allowed to be driven on Oregon roads that have a posted speed limit of 35 miles per hour or slower.

You are allowed to *cross* roads with a higher speed limit, but not allowed to *drive on* them.

Additionally, golf carts are only allowed to operate in the day if they are not equipped with headlights.

Some states don't allow golf carts to operate on the street without headlights regardless of the time of day, so check at your State and local level as well.

What Is The Age Requirement To Drive A Golf Cart?

If a person does not have a permit or driver's license, they are not able to operate a golf cart on the street.

The same rules apply to golf carts as every other vehicle on the road.

Do Golf Carts Have VIN Numbers?

Golf carts do not have VIN numbers automatically assigned to them.

✓ You'll need to follow the registration process (outlined above) in order to get a VIN

19725 SW 125th Ct
Tualatin, OR 97062 USA
Phone: 503-692-7247
Fax ID: 93-0099804

Quote No: 35514
Thursday, December 01, 2022

Page: 1

Attention:

City Of Detroit
Detroit, OR 97342

Vehicle Information

License: VRI:
Plate: 0 Description:
Unit Number:

Line: 1

Part ID: **PARTS SALES**
PARTS SALES
Provide Only:

Rep: A

Meyer 17139 Mounting Carton For Chevy 2500, 3500 034
\$911.22

Freight
\$200.00

Total \$1111.22

Quantity: 100

Unit Price: \$11.1122

Add Charge Lead Time

Total Price
\$1111.22

Salesperson: House Accounts

Prices are valid until Sunday, December 11, 2022

Customer Order Approval Signature

Date

25% RE-STOCKING FEE IF QUOTE IS APPROVED, ORDER IS PLACED AND CUSTOMER CANCELS

THE ABOVE AMOUNT DOES NOT INCLUDE WASHINGTON SALES TAX

NAME: City of Detroit PHONE: 503-571-9642

ADDRESS: _____

CITY, STATE, ZIP: _____

2ND AUTHORIZED NAME: _____ PHONE: _____

CUSTOMER'S INFORMATION

RECEIVED (DATE & TIME): _____ AM / PM CUSTOMER'S ORDER NO.: _____

YEAR • MAKE • MODEL: 2006 Chevy 3500 SERIAL #/VIN: _____

LICENSE NO.: _____ MOTOR # _____

CHARGE FOR HAZARDOUS OR OTHER WASTE REMOVAL * LUBE OIL CHANGE FLUSH TRANS. FLUSH DIFF. WASH POLISH

Install snow plow attachment with controller wiring 500.00

* Labor only +

METHOD OF PAYMENT <input type="checkbox"/> CHECK <input type="checkbox"/> CASH <input type="checkbox"/> CHARGE	Daily Storage fee after repair work has been completed and customer has been notified. No charges shall accrue or be due and payable for a period of 3 working days from date of notification.	LABOR ONLY	
LABOR <input type="checkbox"/> FLAT RATE <input type="checkbox"/> HOURLY <input type="checkbox"/> BOTH	QUANTIFIED ITEMS: _____	PARTS	
<input type="checkbox"/> RETAIN PARTS <input type="checkbox"/> DESTROY PARTS	QUANTIFY EFFECTIVE UNIT: _____	ACCESSORIES	
AUTHORIZED BY _____	TAX _____	GAS, OIL & GREASE	
	MILEAGE _____	MISC. MERCHANDISE	
		SUBLET REPAIRS	
		STORAGE FEE	
		TAX	
		TOTAL	500.00

AM. AND SIGN: _____
ITEM ESTIMATE: _____
\$100 (\$50 in MD)
EXCEED THIS

REPAIR COSTS DO NOT EXCEED
WITHOUT MY WRITTEN OR ORAL APPROVAL.

I have read this estimate, shop supplies or waste disposal law.

AGREED _____ DATE _____

Signature
07/20/10
09-11

You are authorized by law to the extent of this estimate, except those for which there is a clear charge, unless you appear otherwise by indicating the following. I do not desire the return of any of the parts that are returned during the authorized repair.

Example: used or old parts that are replaced or damaged caused by work, use or acts of nature. I authorize the above repair, along with any necessary materials, labor and my employees to operate my vehicle for the purpose of testing, repair, and delivery of my work. An express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of the repairs described. If I cannot receive payment for the work performed for any reason, a hold-down and necessary fee of \$_____ will be applied.

DONATION AGREEMENT

THIS DONATION AGREEMENT (the "**Agreement**") is made and entered into effective as of ~~December~~January 1, ~~2022~~2023, (the "**Effective Date**"), by and between the **Detroit Lake Foundation**, (herein called "**Donor**" or "**DLF**"), an Oregon non-profit corporation with no members, and the **City of Detroit**, (herein called "**Recipient**" or "**City**"), an Oregon municipal corporation. Donor and Recipient shall be referred to herein jointly as the "**Parties**" and severally as a "**Party**."

RECITALS:

- A. Donor wishes to donate, and Recipient wishes to obtain from Donor that certain real property and all improvements thereon made as part of the "Santiam Rebuild Coalition" project (herein called "**Donated Property**") on the real property owned by Donor located at 345 Santiam Avenue, W, in the City of Detroit, County of Marion, Oregon, more commonly known as the Civic Center.
- B. Recipient is willing to receive the Donated Property from Donor and is willing to make such requested representations as described herein.
- C. Donor intends for this donation to be a charitable donation pursuant to Section 170(a) of the Internal Revenue Code, as amended.

AGREEMENT:

NOW, THEREFORE, the Parties do hereby mutually covenant and agree as follows:

1. Donation of Property

Donor hereby agrees, in its sole discretion and at such times it deems appropriate, to assign, donate and convey to Recipient the Donated Property, more particularly described in **Exhibit "A,"** attached hereto and incorporated herein, in reliance upon the representations of Recipient described herein. The consideration for this Agreement consists of the sum of Two Hundred Fifty Thousand (\$250,000.00) Dollars and other value given which the Parties acknowledge as good and sufficient. The Parties further agree to execute all instruments and documents and to take all actions reasonably necessary and appropriate to consummate the transfer and donation of the Donated Property and shall use their best efforts to do so. Recipient agrees to deposit the sum of One Hundred Thousand (\$100,000.00) Dollars with the title company on the Effective Date. Recipient further agrees to deposit the remaining sum with the Title Company at Closing, as defined below.

2. Donor's Representations

2.1 Recipient's Reliance

Donor hereby acknowledges that Recipient is relying on the representations of Donor in this Agreement in making the above-described donation.

2.2 Nonprofit Organization

The Donor is a nonprofit corporation duly organized, and validly existing under the laws of the State of Oregon. Donor has all requisite power and authority to conduct its nonprofit activities, including but not limited to donation of the Donated Property.

3. Recipient's Representations

Recipient represents, warrants, and covenants as follows:

3.1 Use of Donated Property

Recipient hereby agrees that the Donated Property shall be used as a Civic Center and Community Center facility which includes seating areas, offices, meeting rooms, storage of public safety equipment, and associated walkways and appurtenances.

3.2 Name of Donated Property

Recipient agrees that the name of the Donated Property, "***Detroit Civic Center and Community Center***," may not be changed for a period of five (5) years.

3.3 Plaques Placed On and Around Donated Property

Recipient agrees to allow Donor to place informative and commemorative plaques within the Donated Property and the surrounding area with the Donor's insignia acknowledging individuals, organizations, and business that, at Donor's discretion, should be so recognized. Recipient agrees to be responsible for maintaining the plaques during the lifetime of the plaques. If normal weathering and other wear on any of the plaques renders it no longer functional, Recipient shall inform Donor and provide Donor with the opportunity to replace the plaques.

3.4 Charges to Donor for Use of Donated Property

The Recipient agrees to charge a modest monthly fee to Donor related to Donor's use of the Community Center, subject to a separate lease agreement.

4. Title

4.1 Title Report

Within thirty (30) days after the Effective Date, Donor will order a preliminary title report from the Title Company with respect to the Donation Property (the "***Title Report***"). The Title Report will be accompanied by the most legible copies available of all special exceptions listed therein. Recipient will have thirty (30) days after its receipt of the Title Report and copies in which to notify Donor in writing of Recipient's disapproval of any exceptions shown in the Title Report. Any special assessments shown on the Title Report that are objected to by Recipient will be included in Recipient's notice. In the event of any disapproval, Donor will notify Recipient in writing within fifteen (15) days after Recipient's notification as to whether Donor agrees to remove any of the exceptions so disapproved, and upon delivering the notice, Donor

will have until the Closing, described in Section 5, to cause the exceptions that Donor has agreed to remove to be removed of record and from the Title Report. Recipient will be deemed to have accepted all title exceptions to which it has not timely objected.

4.2 Deed

Donor agrees to execute and deliver to Recipient a statutory warranty deed conveying title to the Donation Property, subject to the accepted title exceptions of record at Closing.

5. Closing

The term "**Closing**" as used in this Agreement means the donation of the Donation Property from Donor to Recipient by Donor delivering to Recipient the statutory warranty deed, and payment of the Consideration to Donor by Recipient. Unless otherwise agreed by the Parties, or the Agreement is terminated, Closing shall take place at the earliest date possible, but no later than 30 days after all title objections, if any, have been satisfied, and the Donor obtains a final certificate of occupancy for the Building. This transaction shall be closed through an escrow that is to be held by Ticor Title Insurance Company ("**Title Company**"). Each Party shall execute and deliver on a timely basis all escrow instructions, deeds, declaration of restrictive covenants, and other documents reasonably necessary to close this transaction.

6. Statutory Warning (ORS 93.040(2))

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7. Miscellaneous

7.1 Entire Agreement

This Agreement, and the Lease Agreement, constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.

7.2 Binding Effect

The provisions of this Agreement shall be binding and inure to the benefit of the successors and assigns of the parties.

7.3 Default

In the event that either Party fails to close this transaction when and as required hereby, the other Party's may pursue any remedy under Oregon law.

7.4 Assignment

Neither this Agreement nor any rights arising under it may be assigned or mortgaged by Recipient without the prior written consent of Donor, and any attempt to transfer this Agreement or any rights or interests arising hereunder, by operation of law or otherwise, without such consent shall be void and of no force and effect.

7.5 Governing Law

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.

7.6 Counterparts, Electronic Transmission and Signatures.

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Facsimile, email transmission or other means of electronic transmission of any signed original document, and retransmission shall be the same as delivery of an original. The Parties agree that this transaction may be conducted and closed by electronic means in accordance with the provisions of the Uniform Electronic Transactions Act ("**UETA**") as codified in ORS Chapter 84. At the request of either Party, the Parties shall confirm electronically transmitted original signatures or electronic signatures by signing an original document and providing the signed original to the requesting Party.

7.7 Employment of Attorneys

The law firm of Saalfeld Griggs PC has been employed by the Recipient to prepare the documents in conjunction with this transaction, and such attorneys represent only the Recipient in this matter. The Donor has been advised to seek the advice of counsel of their 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.

ACKNOWLEDGED BY DONOR:
DETROIT LAKE FOUNDATION (DLF)

By: _____
Name: _____
Title: President

ACKNOWLEDGED BY RECIPIENT:
CITY OF DETROIT (CITY)

By: _____
James Trett, Mayor

EXHIBIT A
LEGAL DESCRIPTION

Parcel 2, PARTITION PLAT 2016-054, in the City of Detroit, County of Marion, and State of Oregon.

Document comparison by Workshare 10.0 on Tuesday, December 6, 2022
2:15:41 PM

Input:	
Document 1 ID	netdocuments://4865-4501-2265/11
Description	Donation Agreement (DLF.City of Detroit)
Document 2 ID	netdocuments://4865-4501-2265/13
Description	Donation Agreement (DLF.City of Detroit)
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	6
Deletions	3
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	9

DONATION AGREEMENT

THIS DONATION AGREEMENT (the "**Agreement**") is made and entered into effective as of January 1, 2023, (the "**Effective Date**"), by and between the **Detroit Lake Foundation**, (herein called "**Donor**" or "**DLF**"), an Oregon non-profit corporation with no members, and the **City of Detroit**, (herein called "**Recipient**" or "**City**"), an Oregon municipal corporation. Donor and Recipient shall be referred to herein jointly as the "**Parties**" and severally as a "**Party**."

RECITALS:

- A. Donor wishes to donate, and Recipient wishes to obtain from Donor that certain real property and all improvements thereon made as part of the "Santiam Rebuild Coalition" project (herein called "**Donated Property**") on the real property owned by Donor located at 345 Santiam Avenue, W, in the City of Detroit, County of Marion, Oregon, more commonly known as the Civic Center.
- B. Recipient is willing to receive the Donated Property from Donor and is willing to make such requested representations as described herein.
- C. Donor intends for this donation to be a charitable donation pursuant to Section 170(a) of the Internal Revenue Code, as amended.

AGREEMENT:

NOW, THEREFORE, the Parties do hereby mutually covenant and agree as follows:

1. Donation of Property

Donor hereby agrees, in its sole discretion and at such times it deems appropriate, to assign, donate and convey to Recipient the Donated Property, more particularly described in **Exhibit "A,"** attached hereto and incorporated herein, in reliance upon the representations of Recipient described herein. The consideration for this Agreement consists of the sum of Two Hundred Fifty Thousand (\$250,000.00) Dollars and other value given which the Parties acknowledge as good and sufficient. The Parties further agree to execute all instruments and documents and to take all actions reasonably necessary and appropriate to consummate the transfer and donation of the Donated Property and shall use their best efforts to do so. Recipient agrees to deposit the sum of One Hundred Thousand (\$100,000.00) Dollars with the title company on the Effective Date. Recipient further agrees to deposit the remaining sum with the Title Company at Closing, as defined below.

2. Donor's Representations

2.1 Recipient's Reliance

Donor hereby acknowledges that Recipient is relying on the representations of Donor in this Agreement in making the above-described donation.

2.2 Nonprofit Organization

The Donor is a nonprofit corporation duly organized, and validly existing under the laws

of the State of Oregon. Donor has all requisite power and authority to conduct its nonprofit activities, including but not limited to donation of the Donated Property.

3. Recipient's Representations

Recipient represents, warrants, and covenants as follows:

3.1 Use of Donated Property

Recipient hereby agrees that the Donated Property shall be used as a Civic Center and Community Center facility which includes seating areas, offices, meeting rooms, storage of public safety equipment, and associated walkways and appurtenances.

3.2 Name of Donated Property

Recipient agrees that the name of the Donated Property, "**Detroit Civic Center and Community Center**," may not be changed for a period of five (5) years.

3.3 Plaques Placed On and Around Donated Property

Recipient agrees to allow Donor to place informative and commemorative plaques within the Donated Property and the surrounding area with the Donor's insignia acknowledging individuals, organizations, and business that, at Donor's discretion, should be so recognized. Recipient agrees to be responsible for maintaining the plaques during the lifetime of the plaques. If normal weathering and other wear on any of the plaques renders it no longer functional, Recipient shall inform Donor and provide Donor with the opportunity to replace the plaques.

3.4 Charges to Donor for Use of Donated Property

The Recipient agrees to charge a modest monthly fee to Donor related to Donor's use of the Community Center, subject to a separate lease agreement.

4. Title

4.1 Title Report

Within thirty (30) days after the Effective Date, Donor will order a preliminary title report from the Title Company with respect to the Donation Property (the "**Title Report**"). The Title Report will be accompanied by the most legible copies available of all special exceptions listed therein. Recipient will have thirty (30) days after its receipt of the Title Report and copies in which to notify Donor in writing of Recipient's disapproval of any exceptions shown in the Title Report. Any special assessments shown on the Title Report that are objected to by Recipient will be included in Recipient's notice. In the event of any disapproval, Donor will notify Recipient in writing within fifteen (15) days after Recipient's notification as to whether Donor agrees to remove any of the exceptions so disapproved, and upon delivering the notice, Donor will have until the Closing, described in Section 5, to cause the exceptions that Donor has agreed to remove to be removed of record and from the Title Report. Recipient will be deemed to have accepted all title exceptions to which it has not timely objected.

4.2 Deed

Donor agrees to execute and deliver to Recipient a statutory warranty deed conveying title to the Donation Property, subject to the accepted title exceptions of record at Closing.

5. Closing

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ACKNOWLEDGED BY DONOR:
DETROIT LAKE FOUNDATION (DLF)

ACKNOWLEDGED BY RECIPIENT:
CITY OF DETROIT (CITY)

By: _____
Name: _____
Title: President

By: _____
James Trett, Mayor

EXHIBIT A
LEGAL DESCRIPTION

Parcel 2, PARTITION PLAT 2016-054, in the City of Detroit, County of Marion, and State of Oregon.



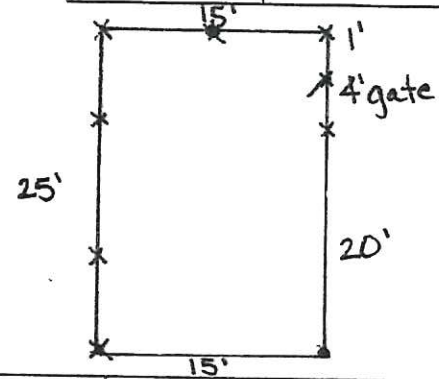
F & W Fence Company, Inc.

2220 16th Street NE
 Salem, OR 97301
 p (503) 585-9655; f (503) 585-7066

Estimate

DATE	ESTIMATE #
12/6/2022	37740

NAME/ADDRESS
HBH Consulting Engineers, Inc. Matt Del Moro Detroit Pump Station



TERMS	REP	PROJECT
On Completion	FDM	

x2 Existing posts - slide over

DESCRIPTION	QTY	RATE	TOTAL
REVISED TO INCLUDE BOLI WAGES - 12/5/22			
6' Black Vinyl 8 gauge Chain Link-	100	8.32	832.00
2 7/8" x 8ft Slide Over 40 wt. Posts	4	122.3175	489.27
2 3/8" x 8ft Slide Over 40 wt. Posts	3	82.33	246.99
2 7/8" x 10'6" 40 wt Posts	2	160.55	321.10
2 3/8" x 9ft 40 wt. Posts	2	92.625	185.25
1 5/8" Top & Center Rail Struct.- BLACK	168	3.73101	626.81
Tension Wire-BLACK COIL 7 ga.	100	0.52	52.00
8 1/4" Vinyl Ties-BLACK	2	18.20	36.40
2 3/8" VERTICAL 1-PC BARB ARM- BLACK	6	11.70	70.20
Barb Wire - 4 Pt BLACK Vinyl W/Alum Barb (per roll)	1	234.00	234.00
DOUBLE HOLE LOCK BOX	1	123.50	123.50
LOCK SET	1	455.00	455.00
2 3/8" MAKE UPS W/BARB FOR 6'	10	27.00	270.00
2 3/8" BLVD CLAMPS	5	8.45	42.25
4FT X 6FT SINGLE SWING GATE W/ BLACK 1 5/8" FRAME	1	292.50	292.50
Concrete for footing (per hole)	4	13.00	52.00
BOLI Labor to demo existing fence- dig & set post in concrete-clean up dirt and spread out on site-slide posts over existing and tek screw in place	36	85.00	3,060.00
BOLI Labor to frame, install chain link, barb wire & hang gate	36	85.00	3,060.00
Truck & Delivery Charge	4	100.00	400.00
Thank you for your business			
		TOTAL	\$10,849.27

DATE: _____

Signature of Approval: _____

City of Detroit, Oregon
(503) 854-3496
E-mail: detroit@wvi.com

December 8, 2022

RE: 360 Janice Ct.

TO: Detroit City Council

Mr. Adam Snyder is the property owner of 360 Janice Ct. He had asked me to check into whether the light pole in front of his property could be moved or removed. I contacted Matt Del Moro about this. He spoke with Adrian Smith who is a CPI Engineering Supervisor/Distribution Engineer and he told Matt that CPI does own the light pole and that there is a 10 ft public utility easement along that side of Janice Ct and the CPI pole is within the PUE, so therefore they will not be moving the light pole. I shared this information with Mr. Snyder. Mr. Snyder contacted Adrian Smith. Adrian said that if the city no longer requires the light that CPI would remove it at no cost to the city.

I called Adrian Smith as well, and he said yes that they would remove the light if the city no longer required it. He also said that it has to do with safety. There are three lights in Janice Ct. The first light is on the left as you enter Janice Ct., on the corner of Janice Ct and Santiam Ave. As you enter Janice Ct. there are two lights on the left side. In my opinion, if the light in front of Mr. Snyder's house was removed, it would be dark at the back of Janice Ct.

Thank You,

City of Detroit
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/Public Hearing
Minutes
November 8, 2022
6:30 p.m.

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

(503) 854-3496

Email: detroit@wvi.com

City of Detroit
345 Santiam Avenue W.

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.

Meeting ID: 868 2430 7023 - Passcode 957073

- **Call to Order** – Mayor Trett called the meeting to order at 6:30 PM and let the Pledge of Allegiance.
- **Council Roll Call** – Present – Denny Nielsen, Greg Sheppard, Eric Page, Tim Luke, Michele Tesdal, Todd Smith and Mayor Trett. Staff Present – Kelly Galbraith and Michelle Connor.
- **Approval of Agenda** – Eric Page made a motion to approve the agenda, seconded by Michele Tesdal, all in favor, motion passed unanimously.
- **Special Orders of Business** - None
- **Committee Reports** - None
- **Public Comments** - None
- **PUBLIC HEARING** – LAND USE AND SUPPLEMENTAL BUDGET AND CREATING NEW BUDGET LINE ITEMS FOR WATER FUND

- **OPEN PUBLIC HEARING** – Mayor Trett recessed the Council meeting at 6:33 PM and opened the Land Use Public Hearing and Amy Dixon, City Planner, read the Staff Report.
- In the Matter of Conditional Use/Property Line Adjustments for 110 Santiam Ave W.
- Property Line Adjustment to Re-Configure Lots/Conditional Use – 110 Santiam Ave. W.
- Council Discussion and Decision – There was some discussion around broader uses of the property since it is zoned CG but located near SF zone. Amy Dixon confirmed the property will remain zoned CG and that a single-family home is a Conditional Use of the CG zone.

CLOSE PUBLIC HEARING - Mayor Trett closed the Public Hearing and reopened the Council Session at 6:57 PM. Eric Page made a motion to approve the Conditional Use/Property Line Adjustments for 110 Santiam Ave W. and the Property Line Adjustment to Re-Configure Lots/Conditional Use – 110 Santiam Ave. W., seconded by Tim Luke, all in favor, motion passed unanimously.

OPEN PUBLIC HEARING – Mayor Trett opened the Public Hearing at 7:00 PM

- Resolution 646 – A Resolution Adopting a Supplemental Budget for Changes to the The Fiscal Year 2022-2023 Adopted Budget – Kelly Galbraith pointed out there in an error in the dates of Resolution 646 & 647.
- Resolution 647 – A Resolution Creating New Budget Line Items for the Water Fund To Accept a \$3 Million American Recovery Plan Act Coronavirus State Fiscal Recovery Funds from the State of Oregon as a Pass-Through Agency from the U.S. Department of the Treasury – Project: City of Detroit Drinking Water System

Kelly Galbraith explained these steps are necessary to receive the \$3M ARPA grant for the Water Fund.

CLOSE PUBLIC HEARING – Mayor Trett closed the Public Hearing and reopened the Council Session at 7:02 PM. Denny Nielsen made a motion to approve Resolution 646 and Resolution 647, seconded by Eric Page, all in favor, motion passed unanimously.

Resolutions, Orders and Administrative Action

- a. Authorization to Hire a surveyor to Describe City Owned Lot 7200 and 6900 – Amy Dixon explained that after the survey there will be a Resolution to dedicate these remnant lots as part of the City Right of Way. Michele Tesdal made a motion to hire a surveyor, seconded by Greg Sheppard. Tim Luke asked about putting a limit on the cost? It was suggested to table this until Kelly Galbraith can get an estimate on the cost. Michele withdrew her motion along with Greg

- Sheppard. Eric Page made a motion to table this until a Special Session, seconded by Denny Nielsen, all in favor, motion passed unanimously.
- b. Close out City of Detroit Distribution System Replacement Safe Drinking Water Revolving Loan Fund – Matt Del Moro explained that now that the construction is done the unused portion of the loan needs to be closed out in order to not accrue any additional interest. Eric Page made a motion close out the City of Detroit Distribution System Replacement Safe Drinking Water Revolving Loan Fund loan, seconded by Michele Tesdal, all in favor, motion passed unanimously.
 - c. - Authorize HBH to Begin Preparing Rate Study – Matt Del Moro explained that a rate study is needed as the Marion County Recovery Fund will be used to supplement the water income for this fiscal year but it must be self-sufficient by July 2023. Matt will check with FEMA to get an estimate on what the study will cost before the December meeting. Denny Nielsen made a motion to table preparing a rate study until next months meeting, seconded by Greg Sheppard, all in favor, motion passed unanimously with Tim Luke not available.
 - Authorize CPI to Install Three Phase Cables, Equipment, Transformers – Eric Page made a motion to authorize CPI to install three phase cables, equipment, and transformers, seconded by Michele Tesdal, all in favor, motion passed unanimously with Tim Luke not available.
 - Authorize Winterization Cost for the Breitenbush Pump Station - Matt Del Moro says it will be \$4500 to build and set the enclosure. Eric Page made a motion to authorize up to \$4500 for winterization cost for the Breitenbush pump station, seconded by Michele Tesdal, all in favor, motion passed unanimously.
 - d. Request for Application for CDBG Funds – Discussion and Decision – Kelly Galbraith said she received an application for a community block grant. After discussion it was determined the City would not qualify. Michele Tesdal made a motion to table applying for a community block grant until the next meeting, seconded by Eric Page, all in favor, motion passed unanimously.
 - e. Approval of Ordinance 269 and/or City Council Rules – Michele Tesdal would like the City Attorney to review it and then the Council could vote on it at the next Special Session.
 - f. Review Snow Plow Agreement – Kelly Galbraith said the rates have gone up and briefly reviewed the contract. Eric Page made a motion to accept the snow plow agreement, seconded by Greg Sheppard, all in favor, motion passed unanimously.
 - g. Denny Nielsen made a motion to hold a Special Session November 18, 2022 at 3:00 PM to discuss some of the issues discussed here this evening, seconded by Todd Smith, all in favor, motion passed unanimously.
 - h. Detroit Civic Center Transfer – Without objection it was decided to discuss this at the Special Session on November 18, 2022.

- **Consent Agenda**

- a. Approval of the Minutes of the Detroit City Council – Regular Session, October 11, 2022.
- b. Approval to Pay Bills
 - Eric Page made a motion to approve the Consent Agenda, seconded by Michele Tesdal, all in favor, motion passed unanimously.

- **Staff Reports**

- a. Marion County Community Development Manager – N/A
- b. HBH Engineering – Matt Del Moro reported they are now closing out the pavement repair project. They are currently working on Scott Ave. and hope to have a few nice days this week or next to finish. The archeological (inaudible).
- c. City Recorder – No report
- d. City Clerk – No report
- e. Planning – Amy Dixon reported that Mcrae is working on the code change and anticipates bringing them to the Council by the first of the year.
- f. Marion County Sheriff – No report
- g. USFS – No report
- h. Idanha - Detroit Rural Fire Protection District – Laura Harris – (inaudible) You no longer have to report open burning to the fire department. She recommends being safe about it and calling the DEQ open burn line at 877-982-0011. She gave a reminder to check your smoke alarms, sleep with doors closed and sweep your chimneys.
- i. North Santiam Sewer Authority – Denny Nielsen reported that Brian Nicholas gave an update of the sewer project at last night’s meeting. The project manager that was hired for the canyon sewer project is Chris Ino (sp?). Marion County will be meeting with the Council on 11/22/22 to discuss the “Fast Track” project for Detroit and meeting with the business community on 12/13/22.

- **Councilor’s Report**

- Greg Sheppard – Prep work was done on Scott St. before the paving. We still have contaminated pipe left by R&G on the corner of 2nd and Patton St. Greg says we should get a load of sand for the park to help with erosion control. We should find out later this month if we get the \$250,000 SCA grant for walkway and paving on E. Forest Ave.

Eric Page – We produced 1,424,400 gallons of water in October and accounted for 1,245,806. We continue to have some meter reading issues. (inaudible). There was a major leak down by Kane’s Marina over the weekend. (inaudible). We are currently engaged with Hert Rental for an emergency generator at the treatment plant. Eric thinks it would be a good idea to purchase a generator and have it up there. The boil water notice for west of town should be up within the next 24 hours.

Tim Luke – No report

Michele Tesdal – She is still waiting to put the Parks Committee together until she hears more about what they will do with the park. Michele met with the Forestry Dept. regarding the cost of maintaining the Flats. They agreed to provide all the supplies if we continue to maintain them. They will also provide an additional dumpster.

Todd Smith – Reminder to be prepared for winter driving.

Denny Nielsen – Denny spoke with Kelly Weise regarding the downtown visioning project and she has completed the RFP. They plan to interview contractors by year's end.

- **Mayor's Report** – Mayor Trett has an \$8,000 quote for sound deadening in the Council chambers. He is looking for funding from outside sources. He also asked them to look into a piece of equipment for the hearing impaired that would allow them to hear better. The cost is \$2,700. Marion County was prepared to assist with drinking water during the last water line break if needed. Our new Water Technician, Derek Willett has been doing a great job at all the things being thrown at him. This will be the last Zoom meeting in the Council Chamber. We will now be broadcast on YouTube on our website and Facebook.
- **Other Business - None**
- **Upcoming Meetings**
 - a. Regular Session – December 14, 2022 at 6:30 p.m. City Hall Chambers

Close Council Meeting – Eric Page made a motion to adjourn, seconded by Todd Smith, all in favor, motion passed unanimously.

ADJOURN – Meeting adjourned at 8:36 PM.

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

November 18, 2022

3:00 p.m.

Via Zoom

Meeting ID 885 1142 9390

Passcode 215519

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** – Mayor Trett called the meeting to order at 3:01 PM.
- II. **Council Roll Call** – Present – Mayor Trett, Eric Page, Tim Luke, Michele Tesdal, Todd Smith, Denny Nielsen. Absent – Greg Sheppard. Staff Present – Kelly Galbraith & Michelle Connor.
- III. **Approval of Agenda** – Mayor Trett wants to add item “c” under “Special Orders of Business” to have an ATV/Golf Cart discussion. Denny Nielsen made a motion to approve the agenda, seconded by Eric Page, all in favor, motion passed unanimously with Greg Sheppard absent with notice.
- IV. **Special Orders of Business**
 - a. Detroit Lake Foundation and the City of Detroit Transfer of Property Agreement – There was no objections to the City of Detroit Transfer of Property Agreement with a couple of minor changes and it will become effective 1/1/2023.
 - b. Review and Decision of Ordinance 269, Council Rules – Michele Tesdal asked the Council to review Ordinance 269 and the changes recommended by the City Attorney. Denny Nielsen made a motion to adopt Ordinance 269 and the Council rules, seconded by Eric Page, all in favor, motion passed unanimously with Greg Sheppard absent with notice.
 - c. ATV/Golf Cart Ordinance – Mayor Trett reviewed the items that were discussed during the work session including:
 - Adding Golf Carts to the Ordinance.

- Requires permit to operate - fee \$100 4/1 through 3/31
- Penalty Fee \$250 (1st, 2nd & 3rd offense) Lose permit at 3rd offense.
- Visible rear permit
- Tail Lights/Head Lights & Mirror
- Enforcement

Eric Page made a motion to adopt the recommendations from the work session and ask staff to have an Ordinance written by the December 13, 2022 Council meeting, seconded by Denny Nielsen, all in favor, motion passed unanimously with Greg Sheppard absent with notice.

V. Upcoming Meetings

- a. Regular Session – December 13, 2022 6:30 PM
- b. Marion County/Detroit City Council work session November 22, 2022 6:00 PM

VI. Adjourn – Tim Luke made a motion to adjourn, seconded by Todd Smith, all in favor, motion passed unanimously with Greg Sheppard absent. Meeting adjourned at 3:35 PM.

HBH
CONSULTING
ENGINEERS

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

December 13, 2022

City of Detroit
PO Box 589
Detroit, OR. 97342

Attn: Kelly Galbraith

Re: December Council Meeting Staff Report

Dear Kelly,

The following document provides a summary of work performed or coordinated by HBH during the month of November and provides an outlook of work anticipated over the month of December.

Safe Drinking Water Revolving Loan Fund Projects

Phase 2B – Water System Improvements

Contractor redlines have been received and are being processed by HBH to create as-builts. Completion of the as-builts is the final outstanding task for closing out this project. The warranty period for the work expired on August 19, 2022. An 11-month warranty walk through was completed on July 20, 2022, and no outstanding deficiencies were noted.

Water Improvements Pavement Repair

All closeout paperwork has been received for this work and final payment issued during November.

2020 Wildfire Disaster Recovery

Aspen Environmental received their permit from SHPO in October and completed field explorations on Monday, October 31st. Aspen reported no findings during their field explorations and will work to finalize their report to FEMA Environmental and Historic Preservation. A draft report to FEMA is expected to be completed by mid-December.

Contaminated Service Lateral Replacement

All contaminated service lines have been replaced. The follow-up samples were taken in the summer, and MTBE levels remain elevated in the new PEX services, though all these concentrations continue to drop. Considering MTBE is not a health and safety concern (the main impact is a taste and smell of gasoline in water), allowing the concentrations to continue dropping over time appears the best option. HBH will consult with City staff to determine a follow-up sampling schedule to be completed in during winter months, if funding exists, and assess the results. Concentrations are expected to have fallen below taste and odor thresholds by the time these samples are taken.

Beyond this minor issue, the service replacement project appears to have successfully addressed the lingering contamination issue.

Water Treatment Plant Reconstruction

Bids came back on October 25th with the apparent low bidder being HP Civil. Initial plans were to reject all bids due to issues with the bid results. However, staff has been working with the City's insurance company to review the prices for coverage eligibility. Insurance is currently reviewing the bids and will issue a determination of coverage upon completion. The City has until December 24th to accept the low bid before the bid expires. A special council meeting will be needed to either award the project or reject all bids once the insurance company comes to a determination of coverage.

Temporary Water System Upgrades

HBH had requested quotes from F&W Fence Company, University Fence, Creekside Fencing, and Outdoor Fence Company. The quotes requested were to remove and replace the existing fence fabric as well as top and mid rails at the Breitenbush Pump Station. Also included in the work was the setting of four new fence posts and the installation of new barbed wire fencing. Quotes were initially requested over the phone in October with a formal email being issued on November 23rd. HBH received two quotes back, one from F&W Fence and another from Outdoor Fence Company. Multiple attempts were made to contact Creekside Fencing and University Fencing with no response received.

Outdoor Fence quoted a lump sum price of \$9,947.00 to complete the work. Their described work will remove existing chain link materials and replace with new fence fabric, top and brace rails, barb wire arms and barb wire, misc materials, and hardware. Also included are the installation of 4 new posts with concrete footings. Existing posts will be reused with the new fence and gate materials. The existing gate will be modified to include barb wire strands above the gate and reinstalled with a new gate hinge hardware and new latch post. All old materials not being reused will be removed from the site. All on site labor includes current prevailing wage rates.

F&W Fence completed their quote for nearly identical work. The only difference is F&W Fence will not be modifying the existing gate, rather they will be replacing the existing gate on site. The price given by F&W Fence is \$10,849.27 including prevailing wage rates. Both quotes are attached to this staff report.

The insurance estimate for the replacement of the existing fence was \$5,000 in actual cash value with an additional \$5,000 in recoverable depreciation. The total \$10,000 in available cost makes both estimates covered by the funds provided by the City's insurance company. HBH recommends proceeding with awarding the work to the Outdoor Fence Company due to their estimate being lower than the quote provided by the F&W Fence.

Permanent Water System Rebuild

HBH is currently reviewing water quality data from the two years post fire to recommend whether to proceed with permanent membrane equipment or to reinstate the City's slow sand filtration system. HBH has completed a Request for Proposals (RFP) for permanent membrane equipment should that be the route recommended. Otherwise, quotes will need to be obtained to replace the media, clean the concrete, and make any necessary repairs to the system.

HBH has design drawings for the Breitenbush Pump Station at 90% complete and is awaiting the electrical and controls drawings for this project. Electrical and controls drawings are expected within the next couple of weeks. The project is intended to be advertised for bids by the end of November.

The City should begin discussing integrators for the Water Treatment System. The City will need to issue an RFP for integrator services or have the integration of the SCADA system included in the water treatment plant project. HBH has requested guidance from the City's insurance company regarding the insurance company's procurement requirements for this work.

Roads and Paving

K&E Excavating, doing business as H&H Paving completed work paving a portion of Scott Avenue in early and mid-November. Paving went well and the project passed all testing requirements. A punch list has been completed and invoices sent to the City.

Insurance Settlement Proposal

City staff sent the information requested by the City's insurance company on October 11th, no further information has been received from the City's insurance company regarding a settlement offer.

Water Rate Increase

HBH has discussed the need to increase water rates to balance the water budget. The Marion County Recovery Fund will be used to supplement water income for this fiscal year, but beginning in July of 2023, the City water fund must be self-sufficient. The City issued a letter in July requiring that all historic water customers without an active water account must request deactivation of their water account within 30 days or be reactivated and billed. This 30-day period is now closed; the City should provide HBH with an updated active water customer list as soon as possible.

Once an updated customer count is determined, HBH and City staff may begin preparing an updated water rate structure. The current water rate structure was set by Resolution 599. During the update process, the City Council will have an opportunity to adjust the cost share between commercial and residential accounts, and also adjust how much the rate increases as meter size increases. HBH will actively seek Council and staff input as proposed rates are prepared, and a public hearing will need to be held prior to adoption of a new rate structure.

A long-term rate and SDC study are also needed. Performing this rate and SDC study will require completion of a capital improvements program, which will be completed as part of an updated water master plan. The short term rate increase budget includes funding for these master plan updates and studies split between the next two fiscal years. Additionally, funding through the Oregon Health Authority's Sustainable Infrastructure Planning Projects (SIPP) could be available.

HBH has reached out and is seeking guidance from the Oregon Health Authority to determine if a Water Master Plan is needed at this time or if it can be postponed until 2028. If the Oregon Health Authority will require one at this time, it would be due to the significant changes to the water system resulting from the wildfires. Under this scenario, the City should obtain some combination of SIPP and FEMA funds to complete a new Water Master Plan Update now, which will include both a short- and long-term rate study. If the Oregon Health Authority will not require an update at this time; the City should quickly move to complete a short- and long-term rate study utilizing SIPP funds. HBH is waiting to hear back guidance from the Oregon Health Authority as to their requirements for the Water Master Plan. Once HBH has been notified of the State's requirements, it will be relayed on to Council for action.

Requested Council Authorizations

- Authorize fence award for the Breitenbush Pump Station.

Sincerely,
HBH Consulting Engineers, Inc.

Robert M. Henry, PE
City Engineer

Attachment 1

Fence Quotes for the Breitenbush Pump Station