

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, City Councilor

Michelle Connor, City Recorder



City of Detroit, Oregon
City Council Reg Session
Agenda

May 9, 2023

6:30 p.m.

345 Santiam Ave W.

Detroit, Oregon

Streaming on YouTube and
Facebook

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

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

Email: detroit@wvi.com

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- I. Call to Order**
- II. Council Roll Call**
- III. Pledge of Allegiance**
- IV. Approval of the Agenda**
- V. Special Orders of Business**
- VI. 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.

VII. 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.

VIII. Resolutions, Orders and Administrative Action

- a. Army Corp Lake Presentation
- b. Detroit Marinas Excavation & Resiliency Project – Lari Rupp
- c. Ordinance 270 – Utilities Franchise Agreement
- d. Ordinance 238 – Nuisance Ordinance in regards to Trash in Park – Todd Smith
- e. Ordinance 251 – Parking Restrictions Discussion – Todd Smith
- f. Resolution 650 – Surplus Property – Michele Tesdal
- g. Planning Commission Vacancy
- h. Detroit Community Center
 - Rental Fees
 - Fire District 2 Bay
 - Kitchen Build Out (PAR)
- i. Policy on Remodels/Building in regards to Water Meters - Eric Page
- j. Clean Up Day –
- k. Detroit Lake Foundation
- l. Water Rate Study – Matt Del Moro

IX. Consent Calendar

- a. Approval of the Minutes of the Detroit City Council – Regular Monthly Meeting, April 11, 2023 and Work Session April 25, 2023
- b. Approval to Pay the Bills

X. Staff Reports

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

Councilor’s Report

XI. Mayor’s Report

XII. Other Business

XIII. Upcoming Meetings

- a. Special Session – May 30, 2023 – Detroit City Hall 6:30 PM.

XIV. Adjourn

detroit@wvi.com

From: Billy Terry <billyt@cpi.coop>
Sent: Wednesday, May 3, 2023 10:46 AM
To: detroit@wvi.com
Cc: Mike Terry
Subject: RE: CPI request for RV Parking

Hi Michelle,

This email is a follow-up to the conversation we had discussing CPI's lease of a lot to provide housing for our crews that will be performing undergrounding of the electrical infrastructure in town. CPI has signed a temporary lease agreement with the owner of 346 Janice Ct to park up to 3 RVs starting May 15th and continuing through the summer for our employees. I have also volunteered (no cost to CPI) to allow an additional RV parked at my lot at 370 Janice Ct. The lease agreement was signed prior to the sunsetting of the temporary RV code that was implemented after the fire. CPI request the city council to please allow an exception for both lots for the summer of 2023.

The work we are performing in town is critical to the rebuilding process for Detroit, and CPI plans to make a significant allocation of resources this summer to convert our existing overhead to underground. As you are aware, driving from Philomath and Lebanon daily is a large additional expense to the project and greatly reduces efficiency for our crews. Furthermore, the extra hours of driving add increased safety.

CPI formally requests an exemption for 346 and 370 Janice Ct. from the two RV per lot requirement.

If the city would like any additional information or clarification, feel free to reach out at the contact information in my signature block below.

Regards,

Billy Terry

Chief Operating Officer

Consumers Power, Inc.
6990 West Hills Rd, PO Box 1180
Philomath OR 97370

Phone: 541.929.8623

Email: billyt@cpi.coop



CONSUMERS POWER INC.

CityClerk@wvi.com

From: evansfam4@comcast.net
Sent: Thursday, May 4, 2023 1:15 PM
To: CityClerk@wvi.com
Subject: porta potty request for Boulder May 26-29

Hello

I am requesting that be approved we have a porta potty delivered to our Detroit address for the holiday weekend only May 26-29
Our address is;
330 Boulder
Detroit OR
Thank you in advance
Reena Evans
503 931 9301

detroit@wvi.com

From: Laura Conroy <lconroy@mwvcog.org>
Sent: Friday, April 28, 2023 1:33 PM
To: Monahan, Bill; Carmichael, McRae; detroit@wvi.com
Subject: Re: Ordinance 270

Flag Status: Flagged

All,

I concur with Bill that negotiating a franchise agreement is advisable. This conversation is well-timed as we are aware and developing knowledge about broadband policy and funding activities occurring in the state.

Laura

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

From: Monahan, Bill <BMonahan@mwvcog.org>
Sent: Friday, April 28, 2023, 1:15 PM
To: Carmichael, McRae <MCarmichael@mwvcog.org>; detroit@wvi.com <detroit@wvi.com>; Laura Conroy <lconroy@mwvcog.org>
Subject: Re: Ordinance 270

Hi everyone,

McRae sent me the earlier ordinance. That ordinance was adopted by the city effective January 1, 2008 with a fifteen-year term. There is no provision for an extension. By operation of the ordinance, it appears that Ziplly as successor to the original franchise holder no longer has a franchise as it expired on July 1, 2023.

Because the city has granted a franchise to the original company, accepted by Ziplly when it succeeded them, it appears the use of an ordinance to grant a new franchise is the form acceptable to the city and franchise holder. But Section 2., similar to language in the earlier ordinance states:

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.

As a result, if Ziplly takes the position that the earlier ordinance is still in effect, it is very likely Ziplly will object to the changes in proposed Ordinance 270. In my opinion, it would be a better approach for the city to advise Ziplly of the proposed new requirement for undergrounding and enter into negotiations for a complete franchise agreement. Use of the ordinance approach appears to leave out many details that typically are within a franchise agreement. For instance, a franchise agreement could provide for renewals avoiding what appears to be a gap caused by the franchise grant in the 2008 ordinance expiring at a fixed time.

Thanks in advance for your help.

Regards,

Michelle Connor, City Recorder
City of Detroit
PO Box 589
Detroit, OR 97324
503-854-3496

ORDINANCE NO. 270

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

AN ORDINANCE GRANTING TO ZIPLY 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 Ziplly Fiber Northwest 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 Ziplly Fiber Northwest 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 Ziply Fibr Northwest, LLC 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 April 11, 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. 270 shall become effective on April 11, 2023.

First read for the record in full on November 8, 2022

Second reading by title only on April 11, 2023

Passed by the Common Council of the City of Detroit, Oregon and signed by the Mayor this 11th day of April, 2023.

Ayes: _____ Nays: _____ Absent: _____

Mayor, James R. Trett

Attest:

Michelle Connor, City Recorder

ORDINANCE NO. 238

**AN ORDINANCE AMENDING ORDINANCE NO. 213 (NUISANCE ORDINANCE)
AND DECLARING AN EMERGENCY**

WHEREAS, on the 13th day of May, 2008, the City of Detroit passed Ordinance No. 213, an Ordinance defining nuisances and providing for their abatement; and,

WHEREAS, the Detroit City Council finds it in the best interest of the citizens of Detroit to amend Ordinance No. 213 by adding unauthorized dumping regulations.

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

SECTION 1. Section 11, Scattering of Debris of Ordinance No. 213 is hereby amended by adding letter (C) to the text as follows:

C. No person shall deposit trash, rubbish, debris, or refuse, which was generated from a residence or business, into public trash receptacles within the city.

SECTION 2. EMERGENCY CLAUSE: This ordinance shall take effect immediately upon its passage by the Council.

First read before the City Council of the City of Detroit on July 11, 2015
Second reading by title before the City Council of the City of Detroit on July 11, 2015.

Passed by the Common Council of the City of Detroit, Oregon, this 11th day of July, 2015.

Ayes_____ Nays_____ Absent_____

Signed:

Attest:

Sharyl Flanders, Mayor

Christine Pavoni, City Recorder

MEMORANDUM

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

September 7, 2017

RE: Ordinance No. 251 – An Ordinance establishing parking zones

TO: Detroit City Council

Attachment 1

Ordinance No. 251. This Ordinance was created specifically for the solar eclipse event but with option to keep permanently. Council was split over the idea of keeping all signs up, and also felt the classification should be reviewed at the September meeting.

Attachment 2

Detroit Municipal Code Chapter 10.12, Article 10.12.030 is a condensed version of Ordinance #37 language declaring vehicles causing obstruction and hazard to be illegal.

Attachment 3 and 4

Ordinances #37 and #53 are old, but still standing☺

If Council wishes to rescind Ordinance #251 in full, the city still has grounds to ticket those obstructing traffic or emergency vehicle access based on Ordinance #37.

City Hall received a few phone calls or visitors commenting on the parking signs. A couple of residents expressed gratitude, especially for the signs declaring Short Street No Parking.

Another resident thought it was great to have them for the solar eclipse event, but was not so keen on keeping them up. She felt there just was not enough parking as is.

An anonymous caller accused the city of keeping visitors out with those signs. It was a fairly lengthy message.

Please discuss if Ordinance #251 should be amended or repealed, and if all or some of the signs should stay, and where.

Thank you,

CITY OF DETROIT
Christine Pavoni, City Recorder

ORDINANCE NO. 251

Rescinded September 12, 2017 City Council Meeting

AN ORDINANCE DECLARING STREETS LOCATED WITHIN THE CITY LIMITS OF THE CITY OF DETROIT, OREGON, BE IDENTIFIED BY PARKING ZONES

WHEREAS, The Detroit Street Commissioner and City Staff completed a city-wide parking study in July of 2017; and,

WHEREAS, The Detroit City Council determined that there be three classifications for parking on city streets: No Parking; No Parking on Pavement; and No Parking in Travel Lane; and,

WHEREAS, The Detroit City Council will re-evaluate the assigned street classification at their September 12, 2017 city council meeting.

THE CITY OF DETROIT, OREGON, ORDAINS AS FOLLOWS:

A. For the peace, health and safety of the citizens of Detroit, Oregon, the following parking restrictions shall be properly marked, signed and implemented:

• **No parking on the following Streets**

1. Meyer
2. Center
3. Humbug
4. All Streets off Guy Moore
5. Butte North
6. Kinney
7. Guy Moore
8. Hill
9. Mackey
10. Lakecrest
11. Lake Street & Lake Ct.
12. 3rd Street
13. Deer
14. Short

• **No Parking on Pavement**

1. Detroit Avenue North & South
2. Detroit Road South
3. Melgard Ct.
4. Butte South
5. Front Street North & South
6. 2nd Street
7. Santiam Avenue

- **No Parking in Travel Lane**

1. Scott
2. Clifford
3. 1st Street
4. 4th Street
5. Boulder
6. Tumble
7. Patton North & South

B. Per Enforcement Ordinance No. 207, a violation of any provision of this ordinance is considered an infraction and each day that a violation continues shall be deemed a separate infraction.

C. EMERGENCY CLAUSE: For the peace, health and safety of the citizens of Detroit this ordinance shall take effect immediately upon its passage by the Council.

First read before the City Council of the City of Detroit on August 12, 2017
Second reading by title before the City Council of the City of Detroit on August 12, 2017

Passed by the Common Council of the City of Detroit, Oregon, this 12th day of August, 2017.

Ayes _____ Nays _____ Absent _____

ATTEST:

James Trett, Mayor

Christine Pavoni, City Recorder

Chapter 10.12 PARKING

Sections:

- 10.12.020 Prohibited parking, General
- 10.12.030 Prohibited parking, Snow Removal
- 10.12.031 Prohibited Parking, Highway 22

10.12.020 Prohibited Parking, General. In addition to the areas where parking is prohibited by state motor vehicle laws, parking is limited to 72 hours in the following areas and places: city streets, all city right-of-way, leaving a minimum of three [3] feet clearance on each side of private driveways. [*Ord. #53 August 14, 1973*]

10.12.030 Prohibited Parking, Snow Removal. It shall be illegal to park or store a vehicle on streets or property of the city when said vehicle is parked or stored in a manner causing obstruction and hazard to traffic and the orderly and proper clearing of snow from the city street or property. [*Ord. #37 December 13, 1966*]

10.12.031 Prohibited Parking, Highway 22. And it shall be further illegal to park vehicles on Oregon Highway #22 between 50 feet West of the westerly leg of Breitenbush Road intersection and Santiam Avenue and to all city street intersections within the city limits, when said vehicle or vehicles are parked in a manner causing an obstruction and hazard to traffic and the orderly flow of traffic. [*Ord. #37 December 13, 1966*]

RESOLUTION NO. 650

**A RESOLUTION DECLARING CITY ITEMS AS SURPLUS PROPERTY AND INDICATING
INTENT AND METHOD FOR DISPOSAL OF SUCH PROPERTY**

WHEREAS, The City of Detroit owns the following equipment:

Playground slide

Playground balance logs

WHEREAS,

The City has determined that no public purpose would be furthered by retaining ownership of the above said property, and that the property should be sold, donated to a charity organization or discarded, and;

BE IT HERBY RESOLVED AS FOLLOWS:

The City Council of the City of Detroit determined that the above said property be advertised for sale to the highest bidder, donated to a charity organization or discarded.

**PASSED BY THE COMMON COUNCIL OF THE CITY OF DETROIT, MARION COUNTY,
OREGON on this 9th day of May 2023.**

Effective date: May 9, 2023 Ayes: ____ Nays: ____ Absent: ____

Attest

Signed: _____
James R. Trett, Mayor

By: _____
Michelle Connor, City Recorder

City of Detroit

Application for City Council or Planning Commission

Mr./Ms./Mrs. Nancy Powell Employer GP Strategies
Home Address 8363 Wagner Ct SE, Business Address 220 Kinney Ave N
Salem OR 97317 Detroit OR 97342
Home Phone 503-400-1973 Business Phone _____
Email Address Chris.powell.ore@gmail.com

Do you live in the Detroit City Limits? Yes _____ No X If yes, how long? _____

Owned property in Detroit City limits since March 2022.

Primary Resident Applicant - Please bring the following qualifying documentation

- Drivers License or State ID
- Voters Registration Card
- Any of the following: Federal & State tax return, car registration, property taxes, electric bill, or W2 form with the City of Detroit, Oregon mailing address

Non-Primary Resident Applicant - Please bring the following qualifying documentation

- Proof of part-time residency (home ownership, lease/rental agreement, water bill)
- Voters Registration Card

Special Qualifications Short-term vacation rental owner
in Detroit City limits. Several past positions
in volunteer committees and managing small budgets.

Educational Background HS Diploma

Community Activities and Offices Held Participation w/ Detroit Lake
Foundation

Signature Nancy Powell

Date 4/27/23



CITY OF KEIZER Community Center Use Agreement

Keizer City Hall
930 Chemawa Road NE
Keizer, OR 97303
PO Box 21000, Keizer, OR 97307
Phone: (503) 390-3700
Fax: (503) 390-3787

Event Information

Title of Event: _____

Type of Event: _____

Date(s) of Event: _____ Estimated Group Size: _____

Initial Access Time: _____ AM PM Final Exit Time: _____ AM PM
(First entrance to the building to set up.) (The time final cleanup and exit occurs.)

Event Start Time: _____ AM PM Event End Time: _____ AM PM

Room(s) Requested: _____

Event Contact Information

Company or Organization *(if applicable)*: _____

Responsible Person: _____

Primary Phone: _____ Secondary Phone: _____

Mailing Address: _____

Email Address: _____

Secondary Contact: _____

Primary Phone: _____ Secondary Phone: _____

Email Address: _____

Additional Information

Food Service: Yes No Caterer: _____

Will you be using the catering kitchen? Yes No *(\$50 fee if not included in your rental fee)*

Alcohol Service: Yes No Alcohol Caterer: _____

Alcohol Service Times: Starting at: _____ AM PM Ending at: _____ AM PM

Are you charging attendees a fee, admission, or reimbursement charge of any kind? Yes No

How did you learn about the Keizer Community Center: _____

Signature is required on page 8

Do you need use of any of the following (check all that apply):

- Stage (\$200 fee): Yes Microphone: Yes White Board: Yes
 Wired Internet (\$25 fee): Yes Wireless Internet: Yes Presentation Stand: Yes
 Projector (\$25 fee each): Yes Screen: Yes House Sound System: Yes

Facility Use Fees

Room	Capacity	Size	Rental Fee	Refundable Deposit
Iris Ballroom	Reception- 480 Theater- 900	Up to 9,000 square feet 115' x 71'	\$250 per hour (minimum 8 hour rental)	\$1500
Iris A	Classroom- 75 Reception- 144 Theater- 250	Up to 3,000 square feet 39' x 71'	\$100 per hour (minimum 4 hour rental)	\$750
Iris B	Classroom- 75 Reception- 144 Theater- 250	Up to 3,000 square feet 40' x 71'	\$100 per hour (minimum 4 hour rental)	\$750
Iris C	Classroom- 75 Reception- 144 Theater- 250	Up to 3,000 square feet 36' x 71'	\$100 per hour (minimum 4 hour rental)	\$750
Two Iris Rooms	Reception- 288 Theater- 500	Up to 6,000 square feet 79' x 71' or 76' x 71'	\$200 per hour (minimum 4 hour rental)	\$1150
Claggett Creek	Classroom-30 Reception- 48 Theater- 100	23' x 36'	\$25 per hour (minimum 3 hour rental)	\$300
Chemawa	Classroom-30 Reception- 48 Theater- 100	24' x 36'	\$25 per hour (minimum 3 hour rental)	\$300
McNary	Classroom-30 Reception- 48 Theater- 100	24' x 36'	\$25 per hour (minimum 3 hour rental)	\$300

Additional rental information:

- Discounts are offered for Iris Ballroom, Iris A, Iris B and Iris C. 25% discount for Keizer citizens or Keizer based 501(c)(3) organizations. 20% discount for government partners.
- Use of the catering kitchen is included with the rental of Iris Ballroom, Iris A, Iris B and Iris C. If not included in the rental, a \$50 fee will be charged for use.

Comments or additional information about your event:

* * * * *

****PLEASE NOTE** THE RESERVATION IS NOT SECURED UNTIL ALL REQUIREMENTS, INCLUDING PAYMENT, HAVE BEEN MET, AND THE AGREEMENT HAS BEEN APPROVED BY THE CITY MANAGER OR HIS DESIGNEE. Please make checks payable to City of Keizer.**



CITY OF KEIZER Community Center Use Agreement Terms

Welcome to the City of Keizer Community Center (hereinafter "City"). It is our pleasure to have you as a client (hereinafter "Client") and to offer you the use of our facility for your event. Outlined in this agreement are the terms of your facility usage.

A. RESERVATIONS.

A1. Community Center Use Agreement. Room reservations are only secure when a completed Community Center Use Agreement has been received by the City along with full payment of the Refundable Deposit.

A2. Refundable Deposit. A refundable Deposit is required to be paid at the time of application. The Deposit amount is based on the size of the area you are renting. (See chart on Page 2 for Deposit amount.) In the event of cancellation, facility damages, or the facility not cleaned as outlined in the post event instructions, all or a portion of the Deposit may be forfeited. For cancellation of an event, the forfeiture will be calculated as described in Section A6.

A3. Facility Use Fee. The use fee for the contracted room(s) is required to be paid in full at least sixty (60) days prior to the event date. If payment is submitted less than sixty (60) days prior to the event, a late fee of \$100 will be charged.

A4. Kitchen Use Fee. Use of the kitchen is included with the rental fee of the medium and large rooms. A \$50 fee is required for use of the kitchen when renting small rooms. The kitchen in the Keizer Community Center is intended for warming purposes only. A portion of the Deposit may be forfeited if the kitchen is not cleaned as outlined in the post event instructions.

A5. Late Fee. A late fee of \$100 shall be charged if any of the insurance certificates and endorsements, caterer information or other documents required by this agreement are submitted less than fourteen (14) days prior to the event. In the event that the documentation is submitted, but is not sufficient, such late fee shall be imposed if the proper information is not resubmitted at least seven (7) days before the event.

A6. Cancellation Fee. If Client cancels prior to sixty (60) days before the event, 90% of the facility use fee shall be refunded. In the event of a cancellation less than sixty (60) days before the event, 50% of the facility use fee will be forfeited. Cancellation fee will be forfeited from the Deposit on file.

A7. Administrative Fee. If damages occur, a \$100 administrative fee shall be charged in addition to the charges for damages (see Section E1).

B. SITE USE POLICIES.

B1. Set-up. Space design details shall be coordinated with event center staff and finalized no later than fourteen (14) days prior to the date of the event. Room set-up must comply with all fire safety regulations

and actual event attendance may not exceed the maximum capacity. If a change from the confirmed room set-up is required on the day of the event, and additional staff is necessary, a labor charge of \$20 per hour, per worker, will be charged to Client.

B2. Decorations and Equipment

- **Ceiling and Light Fixtures** - No decorations or equipment may be hung from the ceiling or light fixtures. Free standing decorations cannot exceed 9 feet in height.
- **Floor** - Nothing may be adhered to the floor, unless Client receives prior written approval by the City.
- **Walls and Doors** - The City only permits use of blue painter's tape or Post-It type products on the walls and doors.
- **Candles** - Candles must be dripless and enclosed in a non-flammable container of sufficient height to cover potential flame. **NO** open flames are permitted.
- **Explosives** - Fireworks (including sparklers), fog/smoke effect machines, and explosive effects are strictly prohibited. City Staff reserves the right to have any person(s) in violation of this policy removed from the property and to end an event in the case of a risk to the safety of others.
- **Flowers** - Loose real flower petals are not permitted on the floor. Use of synthetic flower petals are permitted but must be properly cleaned up at the conclusion of the event.
- **Strictly Prohibited Inside and Outside** - Birdseed, bubbles, confetti, dry ice, glitter, hay/straw, inflatable bounce houses/castles, mechanical rides, party poppers, rice, silly string, sky lanterns, trampolines, and aerial remote control devices (including drones).
- The City reserves the right to review and approve or deny any other requests that may be potentially hazardous, unsafe or cause damage that is not listed above.

B3. Outside Vendors. The City does not have recommended, preferred or required contracted services or businesses. You may choose any person, business, vendor, or event coordinator that you wish. The City does not have storage availability outside of your rental period. If you contract with outside vendors for rental equipment, the equipment must be delivered no earlier than the reserved time and day of your event and then be removed at the end of your event.

B4. Food and Non-Alcoholic Beverage Catering Vendors. Events open to the general public must be catered by a licensed caterer. Upon request, City Staff can provide a list of caterers that have provided the City with required caterer insurance information. (Note: This does not constitute a recommendation or endorsement of the caterer by the City.) The Client may contract with any licensed caterer who has a written agreement with the City, or who is willing to enter into an agreement with the City, and Client will be responsible for all communication with the caterer. Except for events open to the general public, groups are permitted to bring in or serve their own food and non-alcoholic beverages. **The Client is responsible for ensuring that City receives all required caterer information, including a written agreement with City, insurance and a copy of catering license (see Section E2 for insurance requirements) at least fourteen (14) days prior to the event.**

B5. Alcohol Catering Vendors. All alcoholic beverages must remain within the contracted areas and only be served during the alcohol service times noted on page 1 of this agreement. **The City strictly prohibits guests from serving their own alcohol and/or bringing any alcoholic beverages onto the City property.**

The Client will be required to use an alcohol caterer who has a written agreement with the City or who is willing to enter into an agreement with the City if alcoholic beverages are being served. The Client will be responsible for ensuring that all required alcohol caterer information, including a written agreement with the City, insurance certificates (see Section E2) and a copy of the OLCC documentation acceptable to the City be given to City Staff at least fourteen (14) days prior to the date of the event. The City will not permit the serving of alcoholic beverages to anyone under the age of 21 or visibly intoxicated persons. The City may place reasonable conditions on the event to protect persons and property.

B6. Signs. One freestanding temporary sign may be placed in the parking lot. No balloons, signs or other materials are allowed on the exterior of the building. All signs must be removed immediately following your event. Signage for the event must comply with the City of Keizer Sign Regulations. For information on the City of Keizer sign regulations, please call the Keizer Community Development Department (503-856-3441).

B7. Parking. Parking is limited. There are approximately 200 parking spots available for City Hall, Keizer Heritage Center, Carlson Skate Park and Community Center use.

B8. Service Animals. Service animals are permitted within the Community Center. However, non-service animals are not permitted without prior written approval by City staff. Please contact City staff for additional regulations and information.

B9. Green Efforts. The City is committed to recycling, reducing and reusing as many products as possible. We work hand in hand with our employees, vendors, customers, partners and visitors to minimize our collective impact on the environment. To aid in the recycling efforts, the City will provide blue recycle bins for any event that wishes to utilize them. Disposing of potentially harmful waste down storm drains on City property is prohibited. Illegal dumping of waste into the public storm system is a violation under the City of Keizer Stormwater Discharge Ordinance. If evidence of disposal of waste in the storm drain is found, fines may be imposed, as well as remediation and restoration of all dumping impacts, with all costs being charged to Client.

C. SAFETY POLICIES.

C1. Hazardous Materials Prohibited. The Client agrees not to allow any material, substance, equipment or object to be brought onto the property, which may be a hazard to the life of, or cause bodily injury to any person on the premises. Persons who are allowed to carry firearms under the provisions of the Oregon Revised Statutes 166.291 may do so in the Community Center. Illegal substances, illegal firearms or other weapons are strictly prohibited. Police will be notified if anyone is found possessing illegal substances or weapons on City grounds.

C2. Private Security Professionals. The City will hire Private Security Professionals based on room use for events where alcoholic beverages are being served. Client shall pay a \$25 per hour fee for each Private Security Professional required. If such Private Security Professionals are scheduled, unless Client gives City ten (10) days written notice that the event will not include alcoholic beverages, Client shall pay this fee regardless of whether alcoholic beverages are served or not.

C3. Smoking. The City of Keizer Community Center is a non-smoking/vaping facility. Smoking and vaping is prohibited inside the building, and within ten (10) feet from any entrance.

C4. Emergency Procedure. Client is responsible for ensuring that participants are informed of and follow the emergency procedure of the facility. When a fire alarm is triggered, the speaker system will give notification to leave the facility in addition to a loud alarm and flashing lights. Client and guests shall use the following procedure in evacuation of the facility:

1. Exit using the nearest door.
2. Be sure all visitors exit along with Client.
3. Client will act as Safety Monitor, checking the rented facility, kitchen and restrooms as he/she exits.
4. All guests and Client will meet at the Gazebo in Chalmers Jones Park (across the parking lot).
5. Client is responsible for inventory of participants. It is suggested that Client have a sign in sheet or guest book.
6. In the event of an evacuation, Client must check in with the City Safety Committee Chair or designee and should provide an inventory of participants to such person.

C5. Facility Security. Client is responsible for ensuring that the facility is secure and that entry to the facility is not permitted to anyone other than their approved attendees. **Propping of doors for entry or reentry is strictly forbidden.** It is recommended that Client use a monitor to allow entry to his/her attendees. Any damages as a result of propping doors open will be charged as set forth in Section E1.

D. USE OF FACILITY.

D1. Non-Exclusive Use. The City and other parties shall have the right to occupy or permit the use of any portion of the facility not granted to the Client under this agreement to any person, firm or entity regardless of the nature of the use of such other space.

D2. Hours. The hours of the event are to be selected by the Client and scheduled with City Staff. The facility is available for use daily between 7:00 AM and 12:00 AM (midnight). If alcohol service is included in your event, service must be concluded no later than 11:30 p.m. The event must be concluded on or before the scheduled event end time. If post-event requirements are not completed by the contracted exit time, client will incur the additional hourly room rental rate and staffing fees. There shall be no refunds for events ending prior to the scheduled end time.

D3. Equipment Available. The City provides tables, chairs, screens, microphone, lectern, white board, and public Wi-Fi with the above rental fee.

E. GENERAL PROVISIONS.

E1. Damages. The Client agrees to pay the City the reasonable value of the cost of repairing or replacing damage to the facility, the facility's furnishings, any artwork damaged in the facility, or the grounds of the City caused by the Client or their employees, agents, sub-contractors, exhibitors or guests. By signing this agreement, the Client assumes full responsibility for all persons connected with the Client's event and use of the facility.

The City is not responsible for any personal or vendor property left on the premises. Additional charges to Client for damages, cleaning, additional staff time, damages to artwork, etc. will be deducted directly from the Deposit. Any remaining balance after all deductions will be refunded to Client. If there is no remaining Deposit balance and there are charges remaining, Client agrees to pay the remaining balance. Should the damages exceed the Deposit, the Client will pay the cost of repairing or replacing the damage.

E2. Insurance. The Client shall, at its sole cost and expense, procure and maintain through the term of this Facility Use Agreement a Comprehensive General Liability insurance policy providing coverage against claims for bodily injury or death and property damage occurring in or upon or resulting from the facilities used hereunder in the amount of \$1,000,000. **The Comprehensive General Liability Insurance required by this Agreement shall be issued by an insurance company authorized to do business in the State of Oregon. The City of Keizer shall be included as additional insured in said insurance policy. The "City of Keizer" includes its officers, agents, contractors, and employees.** Client must provide the City with the proof of the insurance and additional insured endorsement evidencing such insurance at least fourteen (14) days prior to the date of the contracted event. Failure to provide the proof of insurance and endorsement will result in cancellation of the event.

Caterer and/or Alcohol Caterer shall secure at its own expense and keep in effect during the term of this Agreement General Liability Insurance and Liquor Liability Insurance, if applicable with minimum limits of \$1,000,000 per occurrence. The insurance policy is to be issued by an insurance company authorized to do business in the State of Oregon. The City of Keizer shall be included as additional insured. The "City of Keizer" includes its officers, agents, contractors, and employees. Evidence of the insurance and additional insured endorsement must be provided to City at least fourteen (14) days prior to the date of the contracted event. Failure to provide the proof of insurance and endorsement will result in cancellation of the event.

E3. Indemnification. Client shall be responsible for and shall pay and discharge any and all claims of any nature whatsoever under this Agreement. Client shall indemnify and defend the City and its officers, agents, contractors and employees for and against any and all loss damage, injuries, action, causes of action, or liability of any kind whatsoever resulting from all operations, activities, or undertakings of Client or any of Client's guests, employees, agents, volunteers or independent contractors. Notwithstanding the above, if City directly authorizes an activity by any party other than Client during the period of this Agreement, this paragraph shall not apply to claims arising out of that activity.

E4. Force Majeure. The parties' performance under this Community Center Use Agreement is subject to acts of God, war, government regulation, threats or acts of terrorism or similar acts, disease, State Department or other official agency travel advisory, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other cause beyond the parties' control, which would tend to make it inadvisable, illegal, or impossible for such party or its members to perform their obligations under the Community Center Use Agreement. Either party may cancel this Community Center Use Agreement for any one or more of such reasons upon written notice to the other party.

E5. Emergency Operation Center. The Keizer Community Center also serves as the City's Emergency Operation Center (EOC). There will be no practice drills or exercises in the Community Center if all or a

part of the Community Center is reserved for your event or some other event. However, in the remote possibility that an actual emergency occurs, it is possible that your use would be cancelled or postponed. In such event, you would receive a full refund of all use fees paid to the City.

E6. Cancellation for Cause. Client agrees and understands that Client and all guests, vendors, caterers and others in attendance must follow the reasonable directions of the event host, Private Security Professionals and other City representatives at all times. If after verbal warning any persons fail to abide by such direction, the City has the right to terminate the event immediately and eject ALL attendees. In such event, no refund of the use fee shall be issued.

E7. No Damages for Cancellation. Except for Section E6 above, should Client’s event be cancelled by the City due to any reason set forth in this Agreement, or for any other reason beyond the control of the Client, Client agrees and understands that other than refund of all use fees, the City of Keizer shall not be liable for any damages or charges whatsoever.

E8. Signature. Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of an original. At the request of either party, the parties shall confirm facsimile or electronic transmitted signatures by signing an original document.

I have read, understand and signed this Community Center Use Agreement document. I will make restitution for any damage incurred during room use. I am of legal age and have the authority to sign this Agreement on behalf of the organization, if any, intending to use the facility. I understand the City of Keizer as a public entity is subject to Oregon Public Records Law and this Agreement is a public record and subject to disclosure upon request.

Signature of Responsible Person: _____ Date: _____

For Office Use Only			
Community center use agreement has been: Denied <input type="checkbox"/> Approved <input type="checkbox"/>			
Approved by: _____	Printed Name: _____	Date: _____	
Fees Quoted:			
Facility Use: _____	Event Staff: _____	Security: _____	
Equipment: _____	Deposit: _____	Total Fees: _____	

For Payment Use Only						
<input type="checkbox"/> Room	<input type="checkbox"/> Deposit	Amount: _____	Receipt #: _____	Date: _____	Balance: _____	
<input type="checkbox"/> Room	<input type="checkbox"/> Deposit	Amount: _____	Receipt #: _____	Date: _____	Balance: _____	
<input type="checkbox"/> Room	<input type="checkbox"/> Deposit	Amount: _____	Receipt #: _____	Date: _____	Balance: _____	
<input type="checkbox"/> Room	<input type="checkbox"/> Deposit	Amount: _____	Receipt #: _____	Date: _____	Balance: _____	
<input type="checkbox"/> Room	<input type="checkbox"/> Deposit	Amount: _____	Receipt #: _____	Date: _____	Balance: _____	
<input type="checkbox"/> Room	<input type="checkbox"/> Deposit	Amount: _____	Receipt #: _____	Date: _____	Balance: _____	
<input type="checkbox"/> Room	<input type="checkbox"/> Deposit	Amount: _____	Receipt #: _____	Date: _____	Balance: _____	



City of Keizer

Community Center Customer Checklist

CHECKLIST – SUBMIT APPLICATION TO THE CITY OF KEIZER

Room reservations are only secure when a completed Community Center Use Application and Use Agreement has been received by the City along with full payment of the refundable deposit.

- Fully complete the Community Center Use Application. A signature is required on page 8 the Community Center Use Agreement.
- Submit payment of the Refundable Deposit in full.
- Any remaining rental fee payments that may be outstanding are due sixty (60) days prior to the event date.

CHECKLIST – ITEMS DUE AT LEAST 14 DAYS PRIOR TO EVENT DATE

A late fee of \$100 will be charged against the deposit if any of the insurance certificates and endorsements, caterer information or other documents required by this agreement are submitted less than fourteen (14) days prior to the event. In the event that the documentation is submitted, but is not sufficient, such late fee shall be imposed if the proper information is not resubmitted at least seven (7) days before the event.

- All events must obtain a Comprehensive General Liability insurance policy providing coverage against claims for bodily injury or death and property damage occurring in or upon or resulting from the facilities used hereunder in the amount of \$1,000,000. The policy must:
 - Name the “City of Keizer” as additional insured.
 - Be in the name of the Responsible Person/Contract Signer.
 - Issued by an insurance company authorized to do business in the State of Oregon.
- An Additional Insured Endorsement must be provided to the City with the Certificate of Liability Insurance.
- All space design and event details must be finalized with event center staff. Posted maximum room capacity may not be exceeded at any time during your event. If a change from the confirmed room set-up is required on the day of the event, and additional staff is necessary, a labor charge of \$20 per hour, per worker, will be deducted from the deposit.
- ALCOHOL SERVICE POLICY: All alcohol service must be provided by a vendor that meets the City’s requirements. If alcohol service is being provided during your event you must provide the City with the name of the alcohol service provider. The vendor must sign an agreement with the City and provide the City with acceptable insurance and appropriate OLCC documentation.
- FOOD SERVICE/CATERING POLICY: All catering services must be provided by a vendor that meets the City’s requirements. If catering services are being provided during your event you must provide the City with the name of the catering provider. All events open to the general public must use a caterer from our approved vendor list. Clients are permitted to bring in or serve their own food and non-alcoholic beverages, except if the event is open to the general public. All catering vendors must sign an agreement with the City, provide the City with acceptable insurance and must be licensed with the County.
- VENDOR POLICY: If you have chosen to hire an outside vendor(s) to provide additional services for your event you will need to notify the vendor(s) that the Community Center does not have storage availability outside of your rental period. Outside vendor rental equipment must be delivered no earlier than the reserved time and day of your event and then be removed at the end of your event.

If you have questions about this information please contact City Staff for assistance.

Event Coordinator/Scheduler
Phone: (503) 390-3700
Email: keizercc@keizer.org



City of Keizer

Community Center Customer Event Information

The following list is provided to assist you in returning the facility to its pre-use condition.

GENERAL INFORMATION:

- The responsible party listed on the Community Center Use Agreement is responsible for cleaning the contracted room(s) upon conclusion of the event. Failure to do so may result in the loss of your deposit.
- While enjoying our facility please be respectful of our building and other patrons by:
 - keeping our artwork damage free so everyone can enjoy it
 - supervising children at all times
 - using furniture for its intended purpose.
- Disposing of potentially harmful waste or grease down our sink or storm drains on City property is prohibited. Fines may be imposed if illegal dumping occurs during your event.
- A portion of your deposit may be forfeited if the Community Center and/or kitchen is not cleaned as outlined in the post event instructions listed below.
- Guest parking is not allowed in designated limited duration parking or marked City of Keizer Staff vehicle parking. If guests are parked in restricted parking areas, they will be asked to move their vehicle. Guests parked illegally are subject to being ticketed and/or having their vehicle towed.
- Failure to properly clean or alert staff of biohazards may result in cleaning fees deducted from your deposit.

POST EVENT INSTRUCTIONS:

- Please be ready to completely exit the building by the agreed upon time.
- Be sure all of your materials, decorations and equipment have been removed from the building. This includes all rented equipment.
- Check that you and your guests have all of their belongings.
- Make sure all trash is in a garbage or recycling bin.
- Please avoid letting trash overflow. Alert staff if more trash or recycling bins are needed.
- Clean up any major debris from your event.
- Please leave all A/V equipment as it was when you arrived.

IF THE KITCHEN WAS USED FOR YOUR EVENT:

- Make sure all trash is removed from the kitchen and placed in a garbage can or recycling bin.
- Ensure general cleanliness by wiping down counters, tables and stove if used.
- Clean the utility carts.
- Wash out the sink, making sure the sink drain is clear.
- Sweep floors and mop up any spills.
- Wipe down refrigerator and microwave handles.
- Please check refrigerator, freezer, microwaves and ovens for anything left behind.
- Take your items with you when you leave.
- Cleaning supplies are available under the sink. Ask staff for use of additional cleaning supplies.



City of Keizer

Community Center Customer Event Information

DECORATIONS AND EQUIPMENT INFORMATION:

Our clients are welcome to bring in their own decorations and equipment with a few limitations listed below.

- **Strictly Prohibited Inside and Outside** – Birdseed, bubbles, confetti, dry ice, glitter, hay/straw, inflatable bounce houses/castles, mechanical rides, party poppers, rice, silly string, sky lanterns, trampolines, and aerial remote control devices (including drones).
- **Light Fixtures** – No decorations or equipment may be hung from the ceiling or light fixtures.
- **Walls and Doors** – The City only permits use of blue painter's tape or Post-It type products on the walls and doors.
- **Floor** – Nothing may be adhered to the floor, unless Client receives prior written approval by the City.
- **Flowers** – Loose real flower petals are not permitted on the floor. Use of synthetic flower petals is permitted but must be picked up at the conclusion of the event.
- **Candles** – Candles must be dripless and enclosed in a non-flammable container of sufficient height to cover potential flame. NO open flames are permitted.
- **Explosives** – fireworks (including sparklers), fog/smoke effect machines, and explosive effects are strictly prohibited. City staff reserves the right to have any person(s) in violation of this policy removed from the property and to end an event in the case of risk to the safety of others.
- If you contract with outside vendors for rental equipment, the equipment must be delivered no earlier than the reserved time and day of your event and then be removed at the end of your event. The City does not have storage availability outside of your rental period.

EXCESS DEBRIS:

Any excess debris left behind by decorations (such as sequins, candy wrappers, tape, etc.) must be cleaned up at the conclusion of the event. Failure to do so may result in the loss of your deposit.

OTHER:

The City reserves the right to review and approve or deny any other request that may be potentially hazardous, unsafe or cause damage that is not listed above.

SIMPLIFIED PRELIMINARY ARCHITECTURAL REPORT (PAR)

May 2023

Applicant: Detroit Lake Foundation & the City of Detroit
Program: USDA Community Facility Grant (CDS Request)
Project: Community Center Kitchen and Build Out

Detroit Lake Foundation (nonprofit) and the City of Detroit are submitting a joint application for a Community Facility Grant through the USDA Rural Development. The following Preliminary Architectural Report (PAR) is being submitted with the grant application.

1. Current Situation & Need For Project

In September of 2020, the City of Detroit was substantially destroyed by the Lionshead Fire. A significant number of homes and businesses were destroyed, including the Detroit City Hall. After the fire, the Detroit Lake Foundation became central to the rebuilding and recovery efforts. The organization was able to construct a new community center and city hall with local donations and donated time and labor from local contractors.

The new facility is located on the site of the former Detroit-Idanha high school and incorporates the still standing high school gym and adjacent shop room. It includes a city hall area with staff offices, council chambers, meeting rooms, a bay for fire vehicles and equipment, and also community center amenities such as a refurbished gym, restrooms, meetings spaces, and a future medical services room. To complete the community center for full functionality, the following projects need to be completed: medical services room, catering kitchen, site maintenance equipment, audio/visual systems, and furniture.

The Detroit Lake Foundation is proposing to construct a Catering Kitchen in the unused shop building, which is currently vacant and being used for storage of construction materials. In addition, a Medical Services Room to be used by medical and related services will be built so local residents can access health and wellness services in the community. The City of Detroit will purchase the systems and equipment needed for the kitchen, medical services room, civic center and community center audio/visual and site maintenance. Through this partnership, the Detroit Civic Center will be ready to meet the needs of the residents and visitors to the Detroit Lake area.

2. Feasible Alternatives

There are only two alternatives to consider for the project. One is to do nothing, and the other is to fund the kitchen, medical room, equipment and systems as proposed.

a. Alternative 1- No Action.

The first alternative considered is to take no action. The community center and city hall would continue to function but space for medical services and food service would not exist, nor would the needed site maintenance equipment be on hand or the necessary furnishings be available for people to utilize the space.

Cost: \$0.

b. Alternative 2- Fund the projects and equipment as requested

The second alternative considered is to construct a Catering Kitchen at the newly constructed Detroit Community Center and City Hall, build out a Medical Services room, and purchase and install systems such as audio/visual and ventilation and purchase furnishings and equipment for the civic center functionality. This alternative includes renovating existing spaces, procuring and installing necessary equipment, storage, plumbing and lighting, etc.

Cost: \$500,000

3. Evaluate and Compare Alternatives

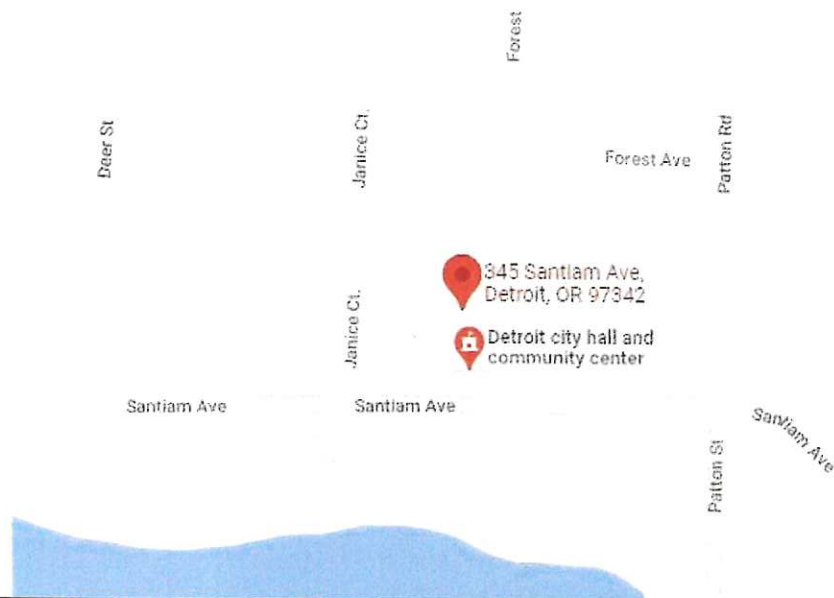
Of the two alternatives, only the second alternative addresses the community's need. It is not the least cost alternative, but the expense is worth the new assets that will be available for community events, service delivery, and future emergency needs. Since the Foundation received a Congressionally Directed Spending award the organization has the financial means to complete the project.

4. Selected Alternative

The selected alternative is Alternative 2. The project will include renovating the old school shop building and a portion of the mechanical room, along with installation of systems and purchasing equipment. The improvements will involve the following elements:

- Design and construction of a Catering Kitchen.
- Design and construction of a Medical Services Room
- Purchase of site maintenance equipment
- Purchase and install audio/visual system and acoustic tile as needed
- Purchase furnishings for civic center, including repair or replace bleachers.

See the pictures below to see the current state of the proposed space and the project location.



Location Map. Detroit-Idanha School was located at 345 Santiam Ave in Detroit, Oregon.



Aerial view of the property. Accessory buildings on the site include a shop attached to the gym. The shop is on the far left with a white roof and the gym is located next to it with the larger gray roof.



Exterior view of the shop which is an original structure. Construction of the new community center and City Hall was done from 2021-2022 but did not change this original structure, aside from external painting. The proposed project is to install a catering kitchen in a portion of this building which is the original shop.



Interior view showing the shop, an existing original structure. Taken during construction of the adjacent Community center and City Hall in 2021. Some demo was completed during this initial phase but more is likely needed, as identified in the project budget.

5. Proposed Funding Sources

The Foundation has a proposed budgeted for the medical services room and kitchen renovation-based conversations with contractors and informed volunteers. The actual project budget will likely change once a final design is completed and plans are reviewed for permits.

Kitchen Construction	175,000.00
Medical Room Construction	30,000.00
Appliances, Fixtures, Equipment	40,000.00
Furnishings	40,000.00
Audio/ Acoustic systems	100,000.00
Site Maintenance Equipment	25,000.00
Gym Bleachers, Protective Floor Cover	40,000.00
Contingency	50,000.00

Total Project Cost: \$500,000

6. Proposed Project Budget

Detroit Lake Foundation and the City of Detroit received a \$500,000 Congressionally Directed Spending award for the 2022 Federal Fiscal Year which will be awarded through the USDA Rural Development Community Facility Grant Program. Since the award is a CDS award, no match is required.

7. Proposed Timeline

The Foundation and City would like to start construction on the kitchen as soon as funds are available. Since all of the work is within the building the project can proceed during the winter months. We estimate a start date of July 1, 2023, with an estimated completion date of June 30, 2024 which represents a twelve month construction and procurement period. This timeline is heavily dependent on when funds are received, the availability of contractors, the ability to quickly source appropriate appliances and fixtures, weather related accessibility to the area, and any permits or reviews required by the county.

8. Historical Considerations

The project site is listed on the Oregon Historical Resources inventory as an eligible historic resource. This is most likely due to the age of the original Detroit-Idanha High School which was constructed in 1966-1967. Most of the High School has since been demolished and only the original gym and shop space remain. The proposed Catering Kitchen project will take place in the shop space and will not have any external impacts to the building. DLF is working with the USDA to submit notification to the Oregon State Historic Preservation Office on the proposed project. Initial conversations with the USDA indicate that the project will have no adverse impacts to historically significant structures. The other modifications to the site, including the original demolition and the construction of the city hall and fire bay

sections was completed prior to the USDA's involvement with local donations and private funds.

9. Ownership

The City of Detroit owns the building. The City is entering into a management agreement with Detroit Lake Foundation for the operation of the Community Center portions of the Civic Center facility. Other sections of the building used by other government agencies through Intergovernmental Agreements are not included in this grant. For this reason, the Foundation and the City are co-applicants for the funding to ensure that grant-funded improvements meet USDA's eligibility requirements.

The budget estimates and project elements included in this report are likely to change once the project design is finalized, bids are received, and the project proceeds through construction. Detroit Lake Foundation and the City will inform the Agency of any changes.

Signature: _____ Date: _____

Report Prepared by: _____
(Name) (Title)