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Greg Sheppard, City Councilor  
Eric Page, City Councilor  
Tim Luke, City Councilor  
Michele Tesdal, City Councilor  
Todd Smith, City Councilor  
Denny Nielsen, City Councilor



City of Detroit, Oregon  
City Council Reg Session  
Agenda

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Michelle Connor, City Recorder

June 13, 2023

6:30 p.m.

345 Santiam Ave W.

Detroit, Oregon

Streaming on YouTube

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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**

- a. Detroit Marinas Excavation & Resiliency Project – Lari Rupp

**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. COG – Legal Contract
- b. COG – Planning Contract & Plan Review Process
- c. Northside Electric Bid to Separate Power Distribution at Community Center for Triple Net Lease – Denny Nielsen
- d. Community Center Rental Fees
- e. Ordinance 270 – Utilities Franchise Agreement
- f. Selection of CIS Mediation Team

**IX. Consent Calendar**

- a. Approval of the Minutes of the Detroit City Council – Work Session May 4, 2023, Work Session May 9, 2023, Regular Monthly Meeting May 9, 2023, Special Session May 17, 2023, Work Session May 23, 2023 and Work Session May 31, 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
- i. STR Committee – Nancy Powell

**XI. Unfinished Business**

- a. Ordinance 251 – Parking
- b. Policy on Water Meters – Getting direction from Mcrae
- c. Camping Ordinance

**XII. Council Reports**

**XIII. Mayor’s Report**

**XIV. Other Business**

**XV. Upcoming Meetings**

- a. Development Code Info. Meeting – June 29, 2023 – Detroit City Hall 6:30 PM.

**XVI. Adjourn**

# SUMMARY OF COMMENTS ON BENEFICIAL REUSE ALTERNATIVES

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DETROIT MARINAS EXCAVATION AND RESILIENCY PROJECT

*Prepared for*



O R E G O N

**MARION COUNTY COMMUNITY SERVICES**

*June 9, 2023*

*Prepared by*

*Maui Foster & Alongi, Inc.*

*3140 NE Broadway Street, Portland, OR 97232*



**MAUI  
FOSTER  
ALONGI**

## Introduction: Engaging the community about economic resilience

Marion County and community partners have been hard at work supporting constituents in the Santiam Canyon who were affected by the 2020 wildfires. As part of the collaborative effort to rebuild, Marion County invited community members to comment on the Detroit Marinas Excavation and Resiliency Project and participate in concept planning for a new land feature in Detroit Reservoir. Maul Foster & Alongi was contracted by Marion County to support this project with community engagement and sediment location design services.

It's essential that Marion County understand how community members are interested in benefiting from this project. As part of the design process, Marion County presented three options for how excavated material from the marinas might be used to build new benefits for the community and collected comments from community members on the proposed alternatives. The County will consider these comments to develop a preferred alternative that meets the technical needs of the marina excavation and reflects the goals of the people who reside, work, vacation, and recreate in the community of Detroit Lake.

### Outreach objectives

- Collect community feedback on the three alternatives to better understand the community's preferences, values, and concerns.
- Compile community input to inform the selection of a preferred alternative to recommend to the Marion County Board of Commissioners.

## Background: Reviving the local economy with a more dependable lake season

The two marinas on Detroit Lake are cornerstones of community activity, supporting the lake's celebrated watersport culture and fueling the local economy in the warm seasons. Over recent years, the community's economy has been strained by the impacts of the COVID-19 pandemic, wildfires and conditions that shorten the amount of time residents and visitors can access the lake.

Detroit Lake Marina and Kane's Marina lay upon shallow shelves, and the lake has routinely failed to reach and maintain "full pool" depth during the summer due to multiple factors, including:

- Changing weather patterns
- Municipal water needs
- Fish and wildlife mitigation policies
- Five-foot reduction of "full pool" depth to mitigate seismic hazards at Detroit Dam

As a result, the marinas have been forced to open later and close their docks increasingly early with significant effects to the local economy.

## Project Purpose: Multiplying benefits through beneficial reuse of excavated material

The purpose of the Detroit Marinas Excavation and Resiliency Project is to assist Detroit Lake Marina and Kane's Marina to maintain operations through the summer. These plans include strategically excavating sediment beneath the docks so the marinas can operate at lower water levels. This will enable the



marinas to operate down to 1,525 feet and help maintain a median summer lake season of May 1 to October 1 and support the local economy.

Marion County is exploring opportunities for “beneficial reuse” of excavated material that could increase benefits to the community. For example, the material could be used to construct new parks and trails, habitat for fish and wildlife, or other recreation opportunities.

As part of the design process and collaborative effort to rebuild, Marion County has presented the community with three options for how excavated material from the marinas might be used to build new benefits for the community.

### Alternatives summary: Exploring potential benefits and tradeoffs

Below is an overview of the three alternatives that were presented to the community. The scope of this project is limited to the location of the excavation material. The construction and maintenance of any amenities such as picnic facilities or bathrooms will be decided in a separate process.

#### Alternative 1 – Peninsula near Kane’s Marina

**Peninsula near Kane's Marina**

- Peninsula extending southwest of Kane's Marina
- Approximately 1800' x 200'
- New vegetated land with highest potential for habitat benefits
- Pedestrian accessibility
- Limited day use area
- New fishing access
- Improved definition of safe boating channels
- Anticipated lowest construction cost and simplest to construct

Alternative 1 is a peninsula approximately 1,800 feet long by 200 wide extending southwest of Kane’s Marina. This alternative would create new vegetated land and has the highest potential for habitat benefits. Accessible to pedestrians, it has potential for a limited day-use area and new fishing access. Additionally, it would create improved definitions of safe boating channels, would have the lowest construction cost, and be the simplest to construct. This option would be exposed to boat wakes and have the most impact aesthetically for homes located on Santiam Avenue.

## Alternative 2 – Beach near Detroit Flats

### Beach near Detroit Flats



- Curved peninsula extending southwest of Detroit Flats Day Use Area
- Approximately 2400' x 120'
- Creates a new destination for visitors
- Access for pedestrian, non-boating, and boating activities
- New fishing access
- Pedestrian access to existing island

Alternative 2 is a curved peninsula approximately 2,400-foot-long by 120-foot-wide and extending southwest of Detroit Flats Day Use Area. This alternative would create a new destination for visitors and has potential for pedestrian, non-boating, and boating activities. Additionally, it would create new fishing access, allow for pedestrian access to an existing island at lower water levels, and preserve existing boat channels. This is the highest anticipated cost alternative to construct and may require temporary roads during construction.

## Alternative 3 – Enhanced island

### Enhanced Island



- Island approximately 1200 feet by 300 feet
- Creates more isolated space for tranquil activities
- Smallest footprint with least change to existing views
- Least human disturbance to habitat
- Potential for non-motor vessel access and day-use area
- Removes hazard of current shallow island

Alternative 3 would build upon an already existing island, enhancing it to create an approximately 1,200-foot-long by 300-foot-wide island located north of Piety Island. This alternative would create a more isolated space for tranquil activities and has potential for non-motor vessels and day-use area. Along with the smallest footprint and least impact to existing views, this alternative would have the least human disturbance to newly created habitat. Additionally, it would remove the hazard of the current



shallow island for boaters. This alternative may have construction access challenges and requires temporary roads for construction.

### Engagement activities

Marion County hosted an open house style community meeting on Saturday, May 20, 2023 during the Detroit Lake Fishing Derby at the Detroit Community Center to share information about the project and collect comments from community members. About 50 people attended the open house meeting. County staff also walked around town and talked to people at the marinas and handed out materials. An online experience of the open house information and materials was also open from May 18 through May 31, 2023.

As part of engagement activities, Marion County distributed a questionnaire to collect community comments on the three alternatives and understand their preferences. Marion County distributed the questionnaire throughout the community using the methods described below:

- **Online open house website:** [detroitmarinas.com](http://detroitmarinas.com)
- **Marion County website:** [co.marion.or.us/CS/EconomicDevelopment/Pages/Detroit-Marinas.aspx](http://co.marion.or.us/CS/EconomicDevelopment/Pages/Detroit-Marinas.aspx)
- **Marion County news blog:** [marioncountynews.org](http://marioncountynews.org)
- **Newspaper display ad:** Canyon Weekly
- **Door hangers:** Placed on houses located on Santiam Avenue in Detroit
- **Social media:** Shared by the following Facebook pages:
  - o Detroit Lake Marina
  - o Kane's Marina
  - o Detroit Lake Foundation
  - o Oregon State Marine Board
  - o Marion County, OR
  - o Bear Grass Lodge at Detroit, OR
  - o Santiam Recovery
  - o North Santiam Chamber of Commerce
  - o Detroit, OR
- **Flyers:** Distributed in the following locations:
  - o Mill City City Hall
  - o Rosie's Coffee Shop
  - o Santiam Junior/Senior High School
  - o Santiam Elementary School (Staff only)
  - o School District Building
  - o Santiam Medical Clinic
  - o Santiam Library
  - o National Wildfire Suppression Association (Staff only)
  - o Santiam Outreach Community Center
  - o Gates City Hall
  - o Canyon Espresso
  - o Highway 22 Canteen
  - o Mongold State Park (Staff only)

- Detroit Lake State Park (Staff only)
  - US Forest Service Ranger Station Visitor Center
  - Detroit Lake Marina
  - Mountain High Grocery
  - The Lodge at Detroit Lake
  - Detroit Post Office
  - Kane's Marina
- **In-person engagement:** Questionnaires were distributed during the in-person Open House on May 20, 2023.

### Key themes

Over 60 community members submitted comments on the project. The Project Team summarized the comments into key themes observed below.

### General takeaways

- **Most people who commented expressed a preference for Alternative 2** because it has the most opportunity for increasing parking capacity, creates new beach recreation opportunities that do not currently exist at Detroit Lake, and provides additional opportunity for people who do not have a boat to experience Detroit.
- **Consider traffic and parking:** The most frequent concerns raised among respondents related to traffic and parking. With anticipated increased use by community members and visitors, these comments emphasized the need for adequate parking to accommodate the increased traffic.
- **Increase pedestrian access and activities:** Overall, the comments largely reflected a desire to create an area that would enhance activities for community members, visitors, and tourists, especially for those without boats. Several comments expressed a desire to expand the already-existing park (Detroit Flats), which would enhance pedestrian access and allow for non-motorized activities such as walking, paddleboarding, and swimming.
- **Enhance boating experience and safety:** Many respondents expressed interest in knowing how each alternative would enhance the experience and safety of boaters. Key themes from these comments included improving the navigation channel, removing hazards such as shallow water and tree stumps, and creating additional no wake zones.

### Alternative 1

#### Perceived benefits

- **Improved boating experience:** Many respondents identified this alternative as creating an enhanced boating experience, as it would create additional no wake zones and improve safety removing hazards such as tree stumps and shallow water.
- **Feasibility of construction:** Some commentors valued the feasibility and expected relatively low-cost construction of this alternative, as the construction would remain close to the excavation site.
- **Pedestrian accessibility:** Many respondents noted that this alternative would facilitate pedestrian accessibility because of its proximity to Kane's Marina and due to an already established access point near the marina.

#### Perceived challenges



- **Increased traffic:** There were many respondents who expressed concern about the increased traffic this alternative would create, especially as this area already has parking challenges for current uses. It was noted that Kane’s Marina is often overloaded and does not have parking capacity for the number of people who visit the marina.
- **Disrupted views:** Many commenters who own property on Santiam Avenue noted this alternative would affect views from their home. Some residents of Santiam Avenue expressed concern for how Alternative 1 might affect their property values.
- **Maintenance and inadequate facilities:** Several respondents were concerned about potential issues that would arise due to the increase in people visiting the area. One person noted there were no bathrooms at the current location, and another noted the increase in maintenance that would be required with additional foot traffic.

## Alternative 2

### Perceived benefits

- **Pedestrian and non-boater access:** Comments from respondents noted that this alternative would expand non-boater and pedestrian activities, such as swimming and paddleboarding.
- **Expanded day-use area:** Several respondents identified that Detroit Flats is an area that is already widely used by visitors and members of the community, and extending the park would create a larger space for more people to enjoy and use.
- **Pedestrian and boater safety:** Many commenters noted that this alternative would improve boater safety by preventing boaters from going into the shallow area, and subsequently would also create a safer swimming area protected from boats.
- **Existing infrastructure and amenities:** It was noted by a few respondents that there are already existing trails, bathrooms facilities, and a parking lot located at the Detroit Flats day-use area. These existing amenities would be helpful in accommodating additional tourists and community members who would use this area.

### Perceived challenges

- **Increased traffic:** Some respondents expressed concern about the anticipated increase in traffic and pedestrian use this alternative would incur, as it already experiences a high volume of use. Higher levels of foot and car traffic may require more maintenance of the area.

## Alternative 3

### Perceived benefits

- **Benefits to boaters:** Several respondents identified that this alternative would bring additional benefits to boaters, including reducing the current hazard of shallow areas and creating a new destination for boaters.
- **Habitat benefits:** Some commenters noted that this alternative would be most beneficial for habitat and vegetation and would not interfere with an existing shoreline.
- **Least disruption:** A few respondents indicated this alternative would be the least disruptive for the community, as it would result in the least possibility for unauthorized and late-night use and would have the least disruptive view for property owners.

### Perceived challenges

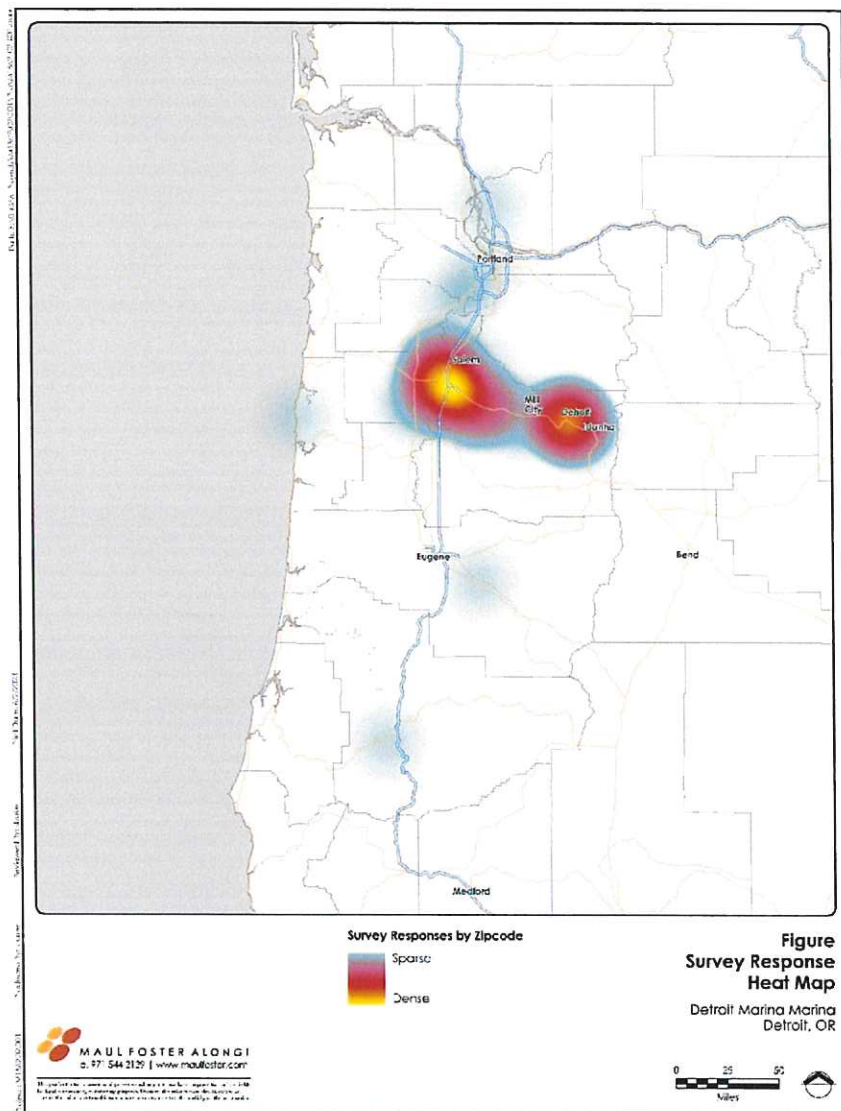
- **Limited access for people without boats:** While this alternative would allow for pedestrian access in the winter, some respondents noted that this option is most accessible for boaters and non-motorized vehicles and would not be accessible for pedestrian use during the summer.

### Comments by ZIP code

#### Local and non-local preferences

The preferences of people who reported a ZIP code near Detroit (97342, 97350, 97246) were relatively similar compared to people who reported a ZIP code outside the immediate area. Note that some respondents indicated more than one preference on the comment form.

Alternative	Local ZIP codes	All other ZIP codes	Total
Alternative 1	6	13	19
Alternative 2	11	34	45
Alternative 3	1	4	5



Comments from community members

A transcript of all written comments received between May 18 and May 31, 2023 begin below.  
Comments are ordered by ZIP code.

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**ZIP: 97132**

**Which alternative do you prefer? You may select more than one.**

Alternative 2 – Beach near Detroit Flats

**Please explain why:** The Army Corp should notify people when they lower levels so people's boats don't get stuck

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**ZIP: 97223**

**Which alternative do you prefer? You may select more than one.**

Alternative 1 – Peninsula near Kane's Marina

**Please explain why:** Not provided

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**ZIP: 97302**

**Which alternative do you prefer? You may select more than one.**

Alternative 1 – Peninsula near Kane's Marina

**Please explain why:** More bang for our buck, less trucking (?) cost, less permits

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**ZIP: 97303**

**Which alternative do you prefer? You may select more than one.**

Alternative 3 – Enhanced island

**Please explain why:** My wife and her sister own property at 210 Santiam. Alternative 1 and Alternative 2 would ruin views from the property and severely reduce property value. Alternative 1 would send visitors on a hike to an area without restrooms, which would lead to problems. Alternative 3 could encourage a desirable increase in non-motorized boating enjoyment on the lake. Alternative 3 could also become a nice winter time walking destination.

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ZIP: 97303

**Which alternative do you prefer? You may select more than one.**

Alternative 3 – Enhanced island

**Please explain why:** Alternatives 1 and 2 would be detrimental to our view of the lake and diminish our property value. Without restrooms alternative 1 would be problematic. Alternative 3 provides the least disturbance to habitat could increase nonmotorized boating opportunities and a walking destination in the winter.

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ZIP: 97303

**Which alternative do you prefer? You may select more than one.**

Alternative 2 – Beach near Detroit Flats

**Please explain why:** Not provided

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ZIP: 97303

**Which alternative do you prefer? You may select more than one.**

Alternative 2 – Beach near Detroit Flats

**Please explain why:** Not provided

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ZIP: 97303

**Which alternative do you prefer? You may select more than one.**

Alternative 2 – Beach near Detroit Flats

**Please explain why:** Not provided

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ZIP: 97304

**Which alternative do you prefer? You may select more than one.**

Alternative 1 – Peninsula near Kane's Marina

**Please explain why:** Keeps boater (new) from driving over flats and tree stumps



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ZIP: 97304

**Which alternative do you prefer? You may select more than one.**

Alternative 1 – Peninsula near Kane’s Marina

**Please explain why:** Improved safety of boating over flats

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ZIP: 97304

**Which alternative do you prefer? You may select more than one.**

Alternative 2 – Beach near Detroit Flats

**Please explain why:** I feel that this option would be most beneficial to more people than the other two options

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ZIP: 97304

**Which alternative do you prefer? You may select more than one.**

Alternative 2 – Beach near Detroit Flats

**Please explain why:** Makes the most since. Better for day use area.

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ZIP: 97305

**Which alternative do you prefer? You may select more than one.**

Alternative 1 – Peninsula near Kane’s Marina

Alternative 2 – Beach near Detroit Flats

**Please explain why:** #1, will there be a parking lot, and a restroom

#2, also any additional parking at the day use area

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ZIP: 97306

**Which alternative do you prefer? You may select more than one.**

Alternative 2 – Beach near Detroit Flats

**Please explain why:** The swimming area.

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**ZIP:** 97306

**Which alternative do you prefer? You may select more than one.**

Alternative 2 – Beach near Detroit Flats

**Please explain why:** Alternate 2 makes the most sense. You have parking in the area for day use users. Using Kanes is not an option as it's already overloaded

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**ZIP:** 97306

**Which alternative do you prefer? You may select more than one.**

Alternative 2 – Beach near Detroit Flats

**Please explain why:** Not provided

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**ZIP:** 97306

**Which alternative do you prefer? You may select more than one.**

Alternative 2 – Beach near Detroit Flats

**Please explain why:** I live on Santiam Ave and if option 1 is selected it will negatively impact my home value. Option 2 would allow a larger day use area which would be more beneficial to the community and tourists. I think it would also be more feasible to move the dirt on existing roads verses having to make temporary roads.

If option 1 is selected it would be nice for the homeowners on Santiam to know prior to the public.

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**ZIP:** 97306

**Which alternative do you prefer? You may select more than one.**

Alternative 2 – Beach near Detroit Flats

**Please explain why:** Alternate 1 takes away from homes right on Santiam. The other two options already have existing land there do build off of. Funding is not the biggest issue. Do not kill the value of the homes here.

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ZIP: 97317

**Which alternative do you prefer? You may select more than one.**

Alternative 2 – Beach near Detroit Flats

**Please explain why:** My interest is on providing better lake enjoyment by non-boaters. We have an existing day use area and I'd like to see that expanded as it already has parking (we may need more) and restroom facilities. I'm very much in support of a \$10 day use fee to support the cost of developing and maintaining this park.

#1 seems to benefit Kane's the most but creates a nuisance for it's neighbors. Parking is an issue by Kane's already. On a busy weekend, they can't support their own slip-rental customer base and people must park on neighborhood streets sometimes walking for blocks with coolers. By adding a day use without parking, we're just adding to this frustration.

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ZIP: 97317

**Which alternative do you prefer? You may select more than one.**

Alternative 2 – Beach near Detroit Flats

**Please explain why:** I believe Alternative 2 would be the most desirable. First, there is an existing parking lot, restrooms and boat launch. Plus I feel adding to the natural land area would enhance the current area. I believe Alternative 1 would increase congestion in an already busy area. This is a busy area in Detroit; people walking and golf carts. I'm concerned about parking, as an owner of a lot on Santiam Ave., I'm concerned that Santiam will become a parking lot. The parking could become a safety hazard; ie fire evacuation. Prior to the fire we had LOTS of people accessing the beach walking through our property. Alternative 3 would not be accessible to most people. In my experience I don't see that Piety Island is used very much; therefore why another island?

Thank you for the opportunity to share my insights.

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ZIP: 97317

**Which alternative do you prefer? You may select more than one.**

Alternative 1 – Peninsula near Kane's Marina

Alternative 3 – Enhanced island

**Please explain why:**

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ZIP: 97342

**Which alternative do you prefer? You may select more than one.**

Alternative 2 – Beach near Detroit Flats

**Please explain why:** Not provided

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ZIP: 97342

**Which alternative do you prefer? You may select more than one.**

Alternative 1 – Peninsula near Kane’s Marina

**Please explain why:** The Flats are already improved. I’m not fond of extending the island.

It makes more sense to put it closer to the marinas.

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ZIP: 97342

**Which alternative do you prefer? You may select more than one.**

Alternative 1 – Peninsula near Kane’s Marina

**Please explain why:** Best option for fisherman to access thru Kanes Marina other locations seems like it will cost too much

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ZIP: 97342

**Which alternative do you prefer? You may select more than one.**

Alternative 1 – Peninsula near Kane’s Marina

**Please explain why:** Not provided

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ZIP: 97342



**Which alternative do you prefer? You may select more than one.**

Alternative 2 – Beach near Detroit Flats

**Please explain why:** Bring more to Detroit

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ZIP: 97342

**Which alternative do you prefer? You may select more than one.**

Alternative 2 – Beach near Detroit Flats

**Please explain why:** It's less of an eye sore and it keeps boats from going into the shallow section.

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ZIP: 97342

**Which alternative do you prefer? You may select more than one.**

Alternative 3 – Enhanced island

**Please explain why:** We are long time boaters and property owners in Detroit. After reviewing the proposals and visiting the proposed alternative sites, we would like to submit our preference for the Alternative 3 – Enhanced Island conceptual plan. Our reasons for recommending this plan and opposing the other options follow:

- 1) Alternative #3 results in a new destination for boaters and kayakers while reducing the current hazard of shallow areas. We would like to see the day use area of this island include a kayak friendly dock (low height to water to ease in/out from kayaks) and/or shallow beach areas to access the island with kayaks.
- 2) Both of the other plans (#1&2) would have significant negative impacts to the neighborhoods as parking in both the Kane's Marina area and the Detroit Flats day use area are already at full capacity during the boating season. Adding foot/vehicle traffic without adding additional parking (not feasible in either of these areas) would likely result in people parking in unauthorized areas on roadsides and private property throughout the city.
- 3) Alternative #3 results in the least possibility for unauthorized/disruptive late-night use since it will be accessed only by boat. Theft, drug dealing, and late-night noise are already an issue with the current Detroit Flats day use area at times. Law enforcement is sparse in Detroit and response times can be 30-60 minutes to get an officer to the scene of a crime. The other alternatives seem to create additional challenges for law enforcement to patrol and mitigate this unauthorized/disruptive use.
- 4) Alternatives #1/2 involve extending existing land peninsulas from The Flats or Kane's and are accessible by foot. In addition to the parking issues noted above, the increased foot traffic would require additional maintenance. The city is already struggling to keep up with the demands of garbage pickup and restroom

maintenance in the city park. Adding additional maintenance costs for high volume use as would result from Alternatives #1&2 may not be financially feasible for the city.

5) Alternative #3 is in proximity to the shallow channel of the lake that runs on the north side of Piety Island. This shallow area should also be excavated as part of this project. This would be an important aspect to lengthen the boating season (stated goal) and increase boating safety. It would allow extended seasonal access to the Santiam arm of the lake without having to go around the island (environmentally friendly/less fuel use etc.). With Alternative #3 being less expensive than Alternative #1, the cost saving could be used to fund this additional channel dredging keeping the entire project within the allotted funding.

Thank you for your work on this exciting project.

John & Miriam

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ZIP: 97342

**Which alternative do you prefer? You may select more than one.**

Alternative 2 – Beach near Detroit Flats

**Please explain why:** There is already heavy use at the the Flats, so keep use there vs introducing more foot traffic near Kanes. Better parking at the flats as well. (Add golf cart parking.) This option is also best for people who don't own boats who have the entire lake to choose from. Enhanced island caters to boats only.

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ZIP: 97342

**Which alternative do you prefer? You may select more than one.**

Alternative 2 – Beach near Detroit Flats

**Please explain why:** It will expand day use area, for members of Detroit community.

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ZIP: 97342

**Which alternative do you prefer? You may select more than one.**

Alternative 1 – Peninsula near Kane's Marina

**Please explain why:** Detroit flats is already a usable recreational area and an "island" is very exclusive. Using "alternative 1" area would open up good public access past Kanes which is currently not very

accessible. This area is also near "no wake" which would be more sheltered than the flats area which gets more traffic.

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**ZIP:** 97342

**Which alternative do you prefer? You may select more than one.**

Alternative 2 – Beach near Detroit Flats

**Please explain why:** Detroit Flats is a no fee Park and there are more parking spaces available than at Kane's Marina which is often full. Option 3 would preclude folks without a boat access. Osprey Point is a beautiful walk and extending that area would attract more visitors to the Flats. Especially having Beach type areas and picnic sites. And I love that it could be a Viewpoint for Mount Jefferson. Thank you for considering building an area for the community and tourists with the dirt removed from the marina projects, as it is a win-win situation.

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**ZIP:** 97342

**Which alternative do you prefer? You may select more than one.**

Alternative 3 – Enhanced island

**Please explain why:** Least affect on private properties - doesn't interfere with existing shores.

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**ZIP:** 97342

**Which alternative do you prefer? You may select more than one.**

Alternative 2 – Beach near Detroit Flats

**Please explain why:** Safer for kids, and brings more people to Detroit!

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**ZIP:** 97346

**Which alternative do you prefer? You may select more than one.**

Alternative 2 – Beach near Detroit Flats

**Please explain why:** Not provided

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ZIP: 97350

**Which alternative do you prefer? You may select more than one.**

Alternative 2 – Beach near Detroit Flats

**Please explain why:** Not provided

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ZIP: 97350

**Which alternative do you prefer? You may select more than one.**

Alternative 1 – Peninsula near Kane's Marina

**Please explain why:** It is related to Kane's

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ZIP: 97350

**Which alternative do you prefer? You may select more than one.**

Alternative 1 – Peninsula near Kane's Marina

**Please explain why:** I think alternative 1 makes the most sense. If it includes an expanded parking area. Kane's is already short parking so a lot would be needed for trail access.

Option 2 is my second choice. This option gives a nice area and extends the flats park.

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ZIP: 97350

**Which alternative do you prefer? You may select more than one.**

Alternative 2 – Beach near Detroit Flats

**Please explain why:** This option will extend the walking trail from the flats, and it will be accessible by everyone. It might also be a great place to watch the fireworks each year!

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ZIP: 97351

**Which alternative do you prefer? You may select more than one.**

Alternative 2 – Beach near Detroit Flats



**Please explain why:** The inlet beach would be huge for the area to add a area for got swimming and paddle boarding which would bring in a lot of recreation to the area for nonboaters.

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**ZIP:** 97358

**Which alternative do you prefer? You may select more than one.**

Alternative 2 – Beach near Detroit Flats

**Please explain why:** No boats and allow swimming access

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**ZIP:** 97360

**Which alternative do you prefer? You may select more than one.**

Alternative 2 – Beach near Detroit Flats

**Please explain why:** I brought my kids out here and no place to swim. We don't have a boat

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**ZIP:** 97361

**Which alternative do you prefer? You may select more than one.**

Alternative 2 – Beach near Detroit Flats

**Please explain why:** Alt 2 builds on an already existing park investment and keeps broad lake views intact. Alt 1 would, in the longer term, likely block the broader view of the lake with trees (etc) planted to stabilize the fill. Parking would be a problem in already crowded area. Alt 3 could advantage wildlife.

---

**ZIP:** 97369

**Which alternative do you prefer? You may select more than one.**

Alternative 2 – Beach near Detroit Flats

**Please explain why:** Seems it would be an easier access point and help keep boaters away from the shallow areas as well

---

**ZIP:** 97381

**Which alternative do you prefer? You may select more than one.**

Alternative 1 – Peninsula near Kane’s Marina

**Please explain why:** Not provided

---

**ZIP:** 97383

**Which alternative do you prefer? You may select more than one.**

Alternative 2 – Beach near Detroit Flats

**Please explain why:** #1 would cause Kane's Marina parking problems - not enough parking for non-cusomtms. #2 would provide a larger area for people to enjoy the beautiful area.

---

**ZIP:** 97383

**Which alternative do you prefer? You may select more than one.**

Alternative 2 – Beach near Detroit Flats

**Please explain why:** I like the idea of 2

---

**ZIP:** 97383

**Which alternative do you prefer? You may select more than one.**

Alternative 2 – Beach near Detroit Flats

**Please explain why:** Creates a safe swim area from boats and waves and doesn't block the channel

---

**ZIP:** 97383

**Which alternative do you prefer? You may select more than one.**

Alternative 2 – Beach near Detroit Flats

**Please explain why:** It's awesome! It will keep boats away from swimming areas!!

---

**ZIP:** 97383

**Which alternative do you prefer? You may select more than one.**

Alternative 2 – Beach near Detroit Flats

**Please explain why:** More People can use this one

---

ZIP: 97383

**Which alternative do you prefer? You may select more than one.**

Alternative 1 – Peninsula near Kane's Marina

**Please explain why:** Minimizes construction costs by staying close to the point of excavation. Good access from marina. Option 2 will add a lot of traffic to an already busy day use area without sufficient parking. Option 3 blocks the deepest part of the channel that can at least be used part of the year to access from the marinas to the Santiam Arm.

---

ZIP: 97385

**Which alternative do you prefer? You may select more than one.**

Alternative 1 – Peninsula near Kane's Marina

Alternative 3 – Enhanced island

**Please explain why:** Prefer alt 1 with alt 2 as second choice. Detroit flats has too much traffic and use already.

---

ZIP: 97385

**Which alternative do you prefer? You may select more than one.**

Alternative 1 – Peninsula near Kane's Marina

**Please explain why:** habitat benefits!!

Pedestrian accessibility, day use only

lowest construction cost and simplest to construct

---

ZIP: 97392

**Which alternative do you prefer? You may select more than one.**

Alternative 1 – Peninsula near Kane’s Marina

**Please explain why:** After reviewing the 3 options I believe that the first alternative is the best option. It would greatly enhance the current boating experience by providing an additional no wake zone for boaters to anchor and recreate. On peak days, the current areas that are safe to do so get very busy. This will allow more people to spread out. Additionally, the access point for people walking out seems to be the most viable. It would enhance the area directly visible from the Marina as well. My main concern is parking and ensuring the surrounding areas have sufficient parking for the added traffic to this area of town. Kane’s should also consider issuing parking passes for marina customers so their already constrained lot does not fill up from folks visiting the Peninsula. Perhaps added parking near the community center/park with a trail leading to the peninsula would help alleviate this as well. Thank you!

---

ZIP: 97392

**Which alternative do you prefer? You may select more than one.**

Alternative 1 – Peninsula near Kane’s Marina

**Please explain why:** Not provided

---

ZIP: 97432

**Which alternative do you prefer? You may select more than one.**

Alternative 2 – Beach near Detroit Flats

**Please explain why:** Don't want to impact property values lakeside.

---

ZIP: 97452

**Which alternative do you prefer? You may select more than one.**

Alternative 2 – Beach near Detroit Flats

**Please explain why:** Not provided

---

ZIP: 98642

**Which alternative do you prefer? You may select more than one.**



Alternative 2 – Beach near Detroit Flats

**Please explain why:** If that beach could be expanded and truned to sand instead of big rocks, there would be a more enjoyable day park!

---

ZIP: 99516

**Which alternative do you prefer? You may select more than one.**

Alternative 1 – Peninsula near Kane’s Marina, Alternative 2 – Beach near Detroit Flats

**Please explain why:** I feel alternative 1 and 2 have established access points, and would provide an additional destination for recreational activity in Detroit. Promoting recreation will improve property values, and I don’t consider their development a détriment to the views from our property

---

ZIP: Not provided

**Which alternative do you prefer? You may select more than one.**

Alternative 2 – Beach near Detroit Flats

**Please explain why:** More people can use this one

---

ZIP: Not provided

**Which alternative do you prefer? You may select more than one.**

Alternative 2 – Beach near Detroit Flats

**Please explain why:** Shaped like a dinosaur

---

ZIP: Not provided

**Which alternative do you prefer? You may select more than one.**

Alternative 2 – Beach near Detroit Flats

**Please explain why:** Seems more spread out

---

ZIP: Not provided

**Which alternative do you prefer? You may select more than one.**

Alternative 2 – Beach near Detroit Flats

**Please explain why:** Also look at 2011 plan of penninsula at Kane's Logboom. Great windbreak and identify as "no wake"

---

**ZIP:** Not provided

**Which alternative do you prefer? You may select more than one.**

Alternative 2 – Beach near Detroit Flats

**Please explain why:** Not provided

---

**ZIP:** Not provided

**Which alternative do you prefer? You may select more than one.**

Alternative 2 – Beach near Detroit Flats

**Please explain why:** More usability, better access

---



100 HIGH STREET S.E., Suite 200 | SALEM, OREGON 97301 | [www.mwvcog.org](http://www.mwvcog.org)  
T: 503.588.6177 | F: 503-588-6094 | E: [mwvcog@mwvcog.org](mailto:mwvcog@mwvcog.org)  
*An equal opportunity lender, provider, and employer*

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May 30, 2023

James Trett  
[cod\\_trett@wvi.com](mailto:cod_trett@wvi.com)

Dear Mayor Trett,

Thank you for speaking with me and Scott Dadson at the COG offices regarding your city's legal needs. I am pleased to learn that you would like to enter into an agreement with the COG for legal services. As you know, we offer a menu of services that includes both a flat fee legal navigation and consultation service as well as options for hourly services.

Attached please find two agreements for your consideration. The first is the "Attorney Services All" agreement which includes the flat-fee and hourly services. Please note, hourly services would only be offered at the city's request, and I would email the city confirming its request for hourly services should that occur. Alternatively, if the city would like to begin with the flat-fee agreement it can do so with the attached "Attorney Services Flat-Fee" agreement. If, in the future, the city would like to access the hourly services we would need to enter into a second agreement.

I look forward to assisting the city with its legal matters. Please don't hesitate to contact the COG with any questions you have about this agreement.

Sincerely,

*Laura Conroy*

Cc: City Administrator Michelle Connor [detroit@wvi.com](mailto:detroit@wvi.com)

## AGREEMENT

### LOCAL GOVERNMENT ATTORNEY SERVICES

THIS AGREEMENT is made and entered into this 1st day of July, 2023 by and between the CITY OF DETROIT, OREGON, a municipal corporation ("CITY"), and the MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS ("COG"), a voluntary intergovernmental association created by charter and Agreement pursuant to ORS Chapter 190 of which CITY is a member.

#### WITNESSETH:

IN CONSIDERATION of the mutual premises and stipulations set out below, CITY and COG do hereby agree as follows:

#### A. COG Responsibilities

1. COG shall provide an experienced local government attorney to provide legal navigation and consultation services to CITY, not to exceed five hours per month. Legal consultation and navigation includes day-to-day questions as posed by designated CITY representatives such as conduct of a public meeting, the rights of individual citizens to access public records, or the interpretation of a code or legal requirement.
2. COG shall provide an experienced local government attorney to provide general counsel and hearings officer services to CITY which may include:
  - a. Review and drafting of contracts, intergovernmental agreements, and other documents and legal instruments as requested by CITY.
  - b. Drafting of resolutions, ordinances, and updates of municipal code sections as requested by CITY.
  - c. Attendance at CITY meetings as requested by CITY and coordinated with the designated attorney.
  - d. Attendance at meetings requiring legal representation either accompanying one or more CITY representatives or as the designated CITY legal representative.
  - e. Training of CITY personnel, elected, and appointed officials on legal issues.
  - f. Hearings Officer.
  - g. Other legal services as requested by CITY, but not including attorney of record, litigation, bond counsel, personnel and labor negotiations, city prosecutor, or other specialized attorney services beyond agreed upon general legal representation.
3. Services may be initiated or assigned by email contact with the attorney or as through formal action at a CITY meeting.

#### B. CITY Responsibilities

1. CITY agrees to engage COG as a provider of local government legal services.



2. CITY shall designate a key contact person through which all requests for services will come and with whom the activities of COG's local government attorney will be coordinated.

C. Method of Payment and Payment Schedule

1. COG shall provide a monthly billing statement identifying legal costs by project and rate.
2. CITY agrees to pay a flat fee of \$1000 per annum for five hours each month of legal navigation and consultation services provided under paragraph A.1. Hours do not accrue. CITY agrees to pay the standard rate for general counsel and/or hearings officer services set forth in the current COG fee schedule for any and all hours in excess of five hours per month.
3. CITY agrees to pay the standard rate for general counsel and/or hearings officer services provided under paragraph A.2. as stated in the current fee schedule attached.
4. CITY agrees to pay for support staff assistance and copying related to services provided in A.2 as stated in the current fee schedule attached.
5. CITY agrees to pay mileage at the IRS mileage rate for travel related to providing services described in A.1 and A.2.
6. CITY shall review, process, and pay COG's monthly invoices within 30 days of receipt.
7. Requests for payment shall be submitted to CITY, to the attention of Lindsay Meyer via e-mail at [cityclerk@wvi.com](mailto:cityclerk@wvi.com).

D. Work Product

1. Any work product created by the local government attorney pursuant to tasks performed on behalf of CITY shall constitute CITY work product.
2. COG will provide CITY with copies of all work products in electronic form. Printed copies of work product shall be provided upon written request.

E. Termination and Amendment

1. This Agreement shall be terminated on June 30, 2024, unless otherwise agreed to by COG and CITY by amendment to this Agreement.
2. This Agreement may be terminated for convenience by either party upon written notice of 30 calendar days.
3. This Agreement may be amended only by written agreement executed between the parties.

F. Non-Exclusive Representation

1. COG will provide local government attorney services as requested by CITY.
2. The parties agree that services provided by COG shall be non-exclusive as CITY reserves

the right to employ attorney staff or contract for legal services.

3. CITY shall be responsible for determining which legal tasks it assigns to the COG and to any other individual or firm.
4. If CITY has a staff attorney or contract attorney firm serving as the designated City Attorney, COG local government attorney assigned to perform CITY work will report to CITY's key contact person.

G. Independent Contract

CITY has engaged COG as an independent contractor for the accomplishment of a particular service. Neither party, nor the officers and employees of either party, shall be deemed the agents or employees of the other party for any purpose.

H. Limited Warranty

1. COG's only obligation is to provide an experienced local government attorney, under contract with COG, to provide legal counsel on CITY requested projects.
2. In no event shall COG be liable for indirect or consequential damages of any nature. In no event, regardless of theory of recovery, shall COG be liable for any damages in excess of the amounts actually paid by CITY to COG under Paragraph B. hereof.

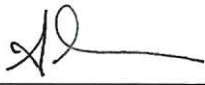
I. Conflicts

Should a conflict arise regarding billing or quality of service, the parties shall meet to attempt to resolve the issue within thirty (30) days of issue identification. Each party shall designate a representative authorized to negotiate a solution to the conflict. If the conflict cannot be resolved by the parties, the parties will submit the issue for mediation.

IN WITNESS WHEREOF, COG and CITY have, by approval of their respective governing bodies, caused this Agreement to be executed as of the day and year aforesaid.

**MID-WILLAMETTE VALLEY  
COUNCIL OF GOVERNMENTS**

**CITY OF DETROIT**

By:   
\_\_\_\_\_  
Scott Dadson, Executive Director

By: \_\_\_\_\_

Date: 5/30/2023

Date: \_\_\_\_\_

BEFORE THE BOARD OF DIRECTORS  
 FOR THE MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS  
 In the matter of establishing rates for services provided member and other entities on a fee-for-service basis.

**RESOLUTION 2023-01**

**WHEREAS**, the Mid-Willamette Valley Council of Governments (COG) is an intergovernmental entity established by agreement among the participating jurisdictions pursuant to their home rule authority and ORS 190.019.

**WHEREAS**, the agreement establishing the COG and ORS 190.020 allows the COG to enter into intergovernmental agreements for the delivery of services to its member governments

**WHEREAS**, the COG presently offers a host of fee-for-service programs on a contractual basis with its member governments to include land use planning, housing rehabilitation loan administration, revolving loan program administration, legal services, executive recruiting, and other technical services; and

**WHEREAS**, the Board of Directors for the COG desires to set rates for such services that are affordable for members and recover the COG's costs of providing such services,

**NOW, THEREFORE, BE IT RESOLVED** BY THE BOARD OF DIRECTORS OF THE MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS:

That the following rates shall take effect for the COG's fee-for-service program beginning July 1, 2023, and ending June 30, 2024, unless sooner amended:

Member Services

Recruitment Services:

<u>Population</u>	<u>Fee</u>
Up to 1,000	\$7,739
1,001 to 5,000	\$9,950
Over 5,000	\$13,266
Non-member Gov't Entities	\$19,899

Background Check Services \$553/background check

Legal Services

Consultation and Navigation Services	\$1,000 per year*
(*includes up to 5 hours per month, unused hours do not roll forward)	
General Counsel Services	\$188 per hour
Hearings Officer Services	\$207 per hour

Strategic Planning / Goal Setting

Evening / Half Day	\$1,658
One Day (8 Hours)	\$3,317

Evening Plus Full Day (10 Hours)	\$3,869
Miscellaneous Technical Services	
Executive Director	\$187 per hour
Admin Support Coordinator	\$97 per hour
Support Staff	\$76 per hour
Finance Services	
Finance Director	\$141 per hour
Fiscal Assistant	\$90 per hour
Support Staff	\$76 per hour
Human Resources Services	\$97 per hour
Communications Services	\$76 per hour

Community Development Services

Land Use Planning (small cities)*	
Senior Planner	\$104 per hour
Associate Planner	\$99 per hour
Support Staff	\$76 per hour
Grants Administration*	
Grants Administration Specialist	\$84 per hour
Non-profit / Government Rate	\$95 per hour
For Profit Rate	\$105 per hour
Support Staff	\$76 per hour
Housing Rehab Services*	
Housing Rehab Specialist	\$84 per hour
Project Manager	\$97 per hour
Economic Development Services*	
Development Director	\$141 per hour

\*(Any contracts that exceed a 1-year period shall be charged at the above rates plus 5%.)

GIS/Data Services

Transportation Services	
Transportation Director	\$151 per hour
GIS Services	
Member Rate	\$103 per hour
Non-profit / Government Rate	\$120 per hour
For Profit Rate	\$151 per hour



Modeling Services	
Member Rate	\$130 per hour
Non-profit / Government Rate	\$146 per hour
For Profit Rate	\$168 per hour

Loan Program Services

SBA Loans / Administration of Revolving Loan Programs	
Program Manager	\$148 per hour
Loan Officer	\$109 per hour
Servicing Specialist	\$90 per hour
Loan Underwriting, packaging and Closing Services	1.5 % of Loan Amount,
Minimum Fee - \$1500	
3 <sup>rd</sup> Party Costs	Direct Charge

Copy and Plot Charges

Black and White Copies	\$ .25 per page
Color Copies	\$ .75 per page
Oversized black and white or color copies	\$1.25 per page

Regular Plots

A (8 1/2 x 11), B (11 x 17)	\$ 3 Each
C (17x22), D (22x34)	\$25 Each
E (34x44)	\$45 Each
For oversize plots, \$45 plus \$4.32 per additional square foot	

Image Plots

A (8 1/2 x 11), B (11 x 17)	\$ 6 Each
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E (34x44)	\$67 Each
For oversize plots, \$67 plus \$6.48 per additional square foot	

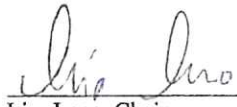
Affiliate and Business Partner Rates

	Individual / Non-Profit Affiliate	For-Profit Business Partner
Cost	\$500	\$500
Eligibility	Non-profit regional organizations and statewide intergovernmental associations that either have government representation on their boards	Any for-profit Business that does business with the public entities that make up membership in the COG.

	(i.e. SEDCOR, Travel Salem, LOC, AOC, OSBA) or that partner with the COG in the delivery of its programs and services (i.e. Boys and Girls Club) This category would also be available to individuals in organizations who work regularly with the COG (i.e. Regional Solutions Coordinator).	
Scope of Services	Affiliates would receive all COG publications, member pricing for training and events, and member rates for fee-for-service programs that were also offered to non-member entities (i.e. GIS, transportation modeling, etc.).	Business Partners would receive all COG publications, member pricing for training and events, and member rates for fee-for-service programs that were also offered to non-member entities (i.e. GIS, transportation modeling, etc.)

**ADOPTED** by the Board of Directors of the Mid-Willamette Valley Council of Governments at Salem, Oregon this 21<sup>st</sup> Day of March 2023.

ATTEST



\_\_\_\_\_  
 Lisa Leno, Chair  
 COG Board of Directors



\_\_\_\_\_  
 Scott Dadson  
 Executive Director

**AGREEMENT****LOCAL GOVERNMENT ATTORNEY SERVICES**

THIS AGREEMENT is made and entered into this 1st day of July, 2023 by and between the CITY OF DETROIT, OREGON, a municipal corporation ("CITY"), and the MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS ("COG"), a voluntary intergovernmental association created by charter and Agreement pursuant to ORS Chapter 190 of which CITY is a member.

**WITNESSETH:**

IN CONSIDERATION of the mutual premises and stipulations set out below, CITY and COG do hereby agree as follows:

**A. COG Responsibilities**

1. COG shall provide an experienced local government attorney to provide legal navigation and consultation services to CITY, not to exceed five hours per month. Legal consultation and navigation includes day-to-day questions as posed by designated CITY representatives such as conduct of a public meeting, the rights of individual citizens to access public records, or the interpretation of a code or legal requirement.
2. Services may be initiated or assigned by email contact with the attorney or as through formal action at a CITY meeting.

**B. CITY Responsibilities**

1. CITY agrees to engage COG as a provider of local government legal services.
2. CITY shall designate a key contact person through which all requests for services will come and with whom the activities of COG's local government attorney will be coordinated.

**C. Method of Payment and Payment Schedule**

1. COG shall provide a billing statement for the flat fee to CITY.
2. CITY agrees to pay a flat fee of \$1000 per annum for five hours each month of legal navigation and consultation services provided under paragraph A.1. Hours do not accrue. CITY agrees to pay the standard rate for general counsel and/or hearings officer services set forth in the current COG fee schedule for any and all hours in excess of five hours per month.
3. CITY agrees to pay mileage at the IRS mileage rate for travel related to providing services described in A.1.
4. CITY shall review, process, and pay COG's flat- fee invoice within 30 days of receipt.
5. Requests for payment shall be submitted to CITY, to the attention of Lindsay Meyer via e-mail at [cityclerk@wvi.com](mailto:cityclerk@wvi.com).

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1. Any work product created by the local government attorney pursuant to tasks performed on behalf of CITY shall constitute CITY work product.
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///




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COUNCIL OF GOVERNMENTS**

**CITY OF DETROIT**

By:   
\_\_\_\_\_  
Scott Dadson, Executive Director

By: \_\_\_\_\_

Date: 5/30/2023

Date: \_\_\_\_\_

BEFORE THE BOARD OF DIRECTORS  
FOR THE MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS  
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Minimum Fee - \$1500	
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C (17x22), D (22x34)	\$37 Each
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For oversize plots, \$67 plus \$6.48 per additional square foot	

Affiliate and Business Partner Rates


	Individual / Non-Profit Affiliate	For-Profit Business Partner
Cost	\$500	\$500
Eligibility	Non-profit regional organizations and statewide intergovernmental associations that either have government representation on their boards	Any for-profit Business that does business with the public entities that make up membership in the COG.

	(i.e. SEDCOR, Travel Salem, LOC, AOC, OSBA) or that partner with the COG in the delivery of its programs and services (i.e. Boys and Girls Club) This category would also be available to individuals in organizations who work regularly with the COG (i.e. Regional Solutions Coordinator).	
Scope of Services	Affiliates would receive all COG publications, member pricing for training and events, and member rates for fee-for-service programs that were also offered to non-member entities (i.e. GIS, transportation modeling, etc.).	Business Partners would receive all COG publications, member pricing for training and events, and member rates for fee-for-service programs that were also offered to non-member entities (i.e. GIS, transportation modeling, etc.)

**ADOPTED** by the Board of Directors of the Mid-Willamette Valley Council of Governments at Salem, Oregon this 21<sup>st</sup> Day of March 2023.

ATTEST

  
 \_\_\_\_\_  
 Lisa Leno, Chair  
 COG Board of Directors

  
 \_\_\_\_\_  
 Scott Dadson  
 Executive Director





100 HIGH STREET S.E., Suite 200 | SALEM, OREGON 97301 | [www.mwvcog.org](http://www.mwvcog.org)

T: 503.588.6177 | F: 503-588-6094 | E: [mwvcog@mwvcog.org](mailto:mwvcog@mwvcog.org)

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May 25, 2023

Dear Michelle,

As we near the close of another fiscal year, I have attached for your consideration a contract for continuing land use planning services from **July 1, 2023**, to **June 30, 2024**.

At their March meeting, the MWVCOG Board of Directors adopted Resolution setting rates for all of our programs. As in previous years, the rates do not require a minimum number of hours.

The new rates related to land use planning are enclosed as Exhibit A to the land use planning contracts. *This agreement covers land use planning services on an as-needed, on-demand basis.* Mileage costs associated with providing land use planning services are charged directly to the city at the IRS mileage rate. To help reduce travel costs to the city, land use planners are able to participate in meetings by phone and make arrangements for conference calls as needed by the city.

Our costs for on-demand service reflect the fact that it is much more difficult to plan and budget for this work. Most of the cities that we provide this service to are able to pass this cost on to the developers or applicants who require the planning service, either through direct billing or through the collection of fees. *We would be glad to assist you with putting such a system in place if you do not already have such a means of recovering these costs or if you would like information on a full recovery fee schedule.*

One planning service that we will continue to provide to client cities at no charge is the preparation of grant applications to pay for land use planning projects. Also, when we assign a planner to a city, they become responsible for reporting back to the rest of the COG staff on other needs that you may have such as public works improvements, transportation needs, etc., so that you can take full advantage of other COG resources that may be available.

Please sign, scan and return a copy of the attached contract by **June 30<sup>th</sup>** to [lhansen@mwvcog.org](mailto:lhansen@mwvcog.org). If necessary, please update the billing contact and e-mail address on page 2 of the contract. If you wish to discuss your contract, please contact me at 503-540-1625 or [mcarmichael@mwvcog.org](mailto:mcarmichael@mwvcog.org).

We appreciate the opportunity to provide land use planning services to you and look forward to working with you in the coming years.

Sincerely,

A handwritten signature in cursive script that reads "McRae Carmichael".

McRae Carmichael  
Community Development Director

**CONTRACT**

**LAND USE PLANNING SERVICES**

THIS AGREEMENT is made and entered into JULY 1, 2023, by and between the CITY OF DETROIT, a municipal corporation ("CITY"), and the MID- WILLAMETTE V A L L E Y C O U N C I L O F G O V E R N M E N T S ("COG"), a voluntary intergovernmental association created by charter and Agreement pursuant to ORS Chapter 190 of which CITY is a member.

**WITNESSETH:**

IN CONSIDERATION of the mutual premises and stipulations set out below, CITY and COG do hereby agree as follows:

A. **COG Responsibilities**

1. COG shall provide an experienced land use planner/program manager to assist CITY. In addition, COG can provide land use services, zone code revisions and other related activities which may be requested by CITY.
2. COG shall provide to CITY mapping, graphics and document production services related to work requested by CITY under paragraph A.1.
3. COG shall provide monthly billing statements.

B. **CITY Responsibilities**

1. CITY agrees to engage COG as a provider of community development and land use planning consulting services.
2. CITY agrees to pay for land use planning services under paragraph A.1. at a rate of \$104.00 per hour for a Senior land use planner, \$99.00 per hour for an Associate Planner, \$103.00 per hour for a GIS mapping analyst, \$141 per hour for Community Development Director, , and \$76.00 per hour for staff support assistance, plus mileage at the IRS mileage rate for travel related to providing said services.
3. CITY agrees to pay the actual cost of mapping, graphics and document production provided under paragraph A.2. as state in the attached current fee schedule.
4. CITY shall review, process and pay COG's monthly invoices within 30 days of receipt.

5. CITY shall designate a key contact person through which all requests for services will come and with whom the activities of COG's land use planner will be coordinated.

6. Requests for payment shall be submitted to City, to the attention of ~~Lindsay Meyer~~ <sup>Michelle Connor</sup> at ~~cityclerk@wvi.com~~. <sup>Detroit@wvi.com</sup>

C. COG Services Provided Without Additional Compensation

1. COG shall provide advice and assistance to CITY with grant and loan applications for financing of public improvements at no additional charge except in those instances when such work may be eligible for compensation from the granting agency.
2. COG shall prepare documentation and applications for funding for additional planning projects on behalf of CITY.
3. COG shall refer CITY to other available resources that may be available to address needs of CITY upon request.

D. Termination and Amendment

1. This Agreement shall be terminated on June 30, 2024, unless otherwise agreed to by COG and CITY by amendment to this Agreement.
2. This Agreement may be terminated for convenience by either party upon written notice of 30 calendar days.
3. This Agreement may be amended only by written agreement executed between the parties.

E. Independent Contractor

1. CITY has engaged COG as an independent contractor for the accomplishment of a particular service. Neither party, nor the officers and employees of either party shall be deemed the agents or employees of the other party for any purpose.

F. Limited Warranty

1. CITY agrees to seek and rely exclusively on the advice of its own legal counsel as to the legal sufficiency of the land use planning process and its products. The parties expressly recognize that the review process involves political and legal judgment entirely within the control and authority of CITY. COG's only obligation is to provide advice from the perspective of land use planning principles, and not legal or political counsel.

2. In no event shall COG be liable for indirect or consequential damages of any nature. In no event, regardless of theory of recovery, shall COG be liable for any damages in excess of the amounts actually paid by CITY to COG under Paragraph B. hereof.
3. CITY agrees to provide a representative to present CITY's viewpoint at public hearings regarding a dispute between CITY and the County or another city. COG will provide support and information as appropriate (including research and staff reports) to aid CITY in making its arguments.

IN WITNESS WHEREOF, COG and CITY have, by approval of their respective governing bodies, caused this Agreement to be executed as of the day and year aforesaid.

**MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS**



---

**Scott Dadson, Executive Director**

May 25, 2023

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**Date**

**CITY OF DETROIT**

---

**City Manager**

---

**Date**



BEFORE THE BOARD OF DIRECTORS  
 FOR THE MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS  
 In the matter of establishing rates for services provided member and other entities on a fee-for-service basis.

**RESOLUTION 2023-01**

**WHEREAS**, the Mid-Willamette Valley Council of Governments (COG) is an intergovernmental entity established by agreement among the participating jurisdictions pursuant to their home rule authority and ORS 190.019,

**WHEREAS**, the agreement establishing the COG and ORS 190.020 allows the COG to enter into intergovernmental agreements for the delivery of services to its member governments

**WHEREAS**, the COG presently offers a host of fee-for-service programs on a contractual basis with its member governments to include land use planning, housing rehabilitation loan administration, revolving loan program administration, legal services, executive recruiting, and other technical services; and

**WHEREAS**, the Board of Directors for the COG desires to set rates for such services that are affordable for members and recover the COG's costs of providing such services,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS:**

That the following rates shall take effect for the COG's fee-for-service program beginning July 1, 2023, and ending June 30, 2024, unless sooner amended:

Member Services

Recruitment Services:

<u>Population</u>	<u>Fee</u>
Up to 1,000	\$7,739
1,001 to 5,000	\$9,950
Over 5,000	\$13,266
Non-member Gov't Entities	\$19,899
Background Check Services	\$553/background check

Legal Services

Consultation and Navigation Services	\$1,000 per year*
(*includes up to 5 hours per month, unused hours do not roll forward)	
General Counsel Services	\$188 per hour
Hearings Officer Services	\$207 per hour

Strategic Planning / Goal Setting

Evening / Half Day	\$1,658
One Day (8 Hours)	\$3,317



Evening Plus Full Day (10 Hours)	\$3,869
Miscellaneous Technical Services	
Executive Director	\$187 per hour
Admin Support Coordinator	\$97 per hour
Support Staff	\$76 per hour
Finance Services	
Finance Director	\$141 per hour
Fiscal Assistant	\$90 per hour
Support Staff	\$76 per hour
Human Resources Services	\$97 per hour
Communications Services	\$76 per hour

Community Development Services

Land Use Planning (small cities)*	
Senior Planner	\$104 per hour
Associate Planner	\$99 per hour
Support Staff	\$76 per hour
Grants Administration*	
Grants Administration Specialist	\$84 per hour
Non-profit / Government Rate	\$95 per hour
For Profit Rate	\$105 per hour
Support Staff	\$76 per hour
Housing Rehab Services*	
Housing Rehab Specialist	\$84 per hour
Project Manager	\$97 per hour
Economic Development Services*	
Development Director	\$141 per hour

\*(Any contracts that exceed a 1 -year period shall be charged at the above rates plus 5%.)

GIS/Data Services

Transportation Services	
Transportation Director	\$151 per hour
GIS Services	
Member Rate	\$103 per hour
Non-profit / Government Rate	\$120 per hour
For Profit Rate	\$151 per hour

Modeling Services	
Member Rate	\$130 per hour
Non-profit / Government Rate	\$146 per hour
For Profit Rate	\$168 per hour

Loan Program Services

SBA Loans / Administration of Revolving Loan Programs	
Program Manager	\$148 per hour
Loan Officer	\$109 per hour
Servicing Specialist	\$90 per hour

Loan Underwriting, packaging and Closing Services 1.5 % of Loan Amount,  
Minimum Fee - \$1500

3<sup>rd</sup> Party Costs Direct Charge

Copy and Plot Charges

Black and White Copies	\$ .25 per page
Color Copies	\$ .75 per page
Oversized black and white or color copies	\$1.25 per page

Regular Plots

A (8 1/2 x 11), B (11 x 17)	\$ 3 Each
C (17x22), D (22x34)	\$25 Each
E (34x44)	\$45 Each
For oversize plots, \$45 plus \$4.32 per additional square foot	

Image Plots

A (8 1/2 x 11), B (11 x 17)	\$ 6 Each
C (17x22), D (22x34)	\$37 Each
E (34x44)	\$67 Each
For oversize plots, \$67 plus \$6.48 per additional square foot	


Affiliate and Business Partner Rates


	Individual / Non-Profit Affiliate	For-Profit Business Partner
Cost	\$500	\$500
Eligibility	Non-profit regional organizations and statewide intergovernmental associations that either have government representation on their boards	Any for-profit Business that does business with the public entities that make up membership in the COG.

	(i.e. SEDCOR, Travel Salem, LOC, AOC, OSBA) or that partner with the COG in the delivery of its programs and services (i.e. Boys and Girls Club) This category would also be available to individuals in organizations who work regularly with the COG (i.e. Regional Solutions Coordinator).	
Scope of Services	Affiliates would receive all COG publications, member pricing for training and events, and member rates for fee-for-service programs that were also offered to non-member entities (i.e. GIS, transportation modeling, etc.).	Business Partners would receive all COG publications, member pricing for training and events, and member rates for fee-for-service programs that were also offered to non-member entities (i.e. GIS, transportation modeling, etc.)

**ADOPTED** by the Board of Directors of the Mid-Willamette Valley Council of Governments at Salem, Oregon this 21<sup>st</sup> Day of March 2023.

ATTEST

  
 \_\_\_\_\_  
 Lisa Leno, Chair  
 COG Board of Directors

  
 \_\_\_\_\_  
 Scott Dadson  
 Executive Director

**From:** Denny Nielsen <cod\_nielsen@wvi.com>  
**Sent:** Tuesday, June 6, 2023 5:36 PM  
**To:** Jim Trett; Eric Page; Michele Tesdal; Todd Smith; cod-nielsen; Greg Sheppard; Tim Luke; detroit  
**Subject:** Northside Electric power distribution bid for the Civic Center

All,

As most of you know, Jim, Eric and I have been discussing lease arrangements for space within the Civic Center with DLF & Idanah Fire Department. Our attempt to structure, a triple net lease agreement requires that we separate expenses such as power, maintenance insurance, etc. allocated to each tenant based on their defined space. We requested a bid from Northside Electric to separate the spaces in terms of power distribution so that we can add the appropriate amount of cost to each lease agreement. We received a bid of approximately \$8660 to achieve this objective. My question is, do we have the budgetary capacity to execute on the bid? We need to finish our discussions with DLF and Idanah Fire in the near term but I've heard nothing since receiving the bid.

Thanks, Denny



## Pricing

### Iris Ballroom

\$250 per hour (minimum 8 hour rental)  
\$1500 Refundable Deposit

### Iris A

\$100 per hour (minimum 4 hour rental)  
\$750 Refundable Deposit

### Iris B

\$100 per hour (minimum 4 hour rental)  
\$750 Refundable Deposit

### Iris C

\$100 per hour (minimum 4 hour rental)  
\$750 Refundable Deposit

### Two Iris Rooms

\$200 per hour (minimum 4 hour rental)  
\$1150 Refundable Deposit

### Claggett Creek

\$25 per hour (minimum 3 hour rental)  
\$300 Refundable Deposit

### Chemawa

\$25 per hour (minimum 3 hour rental)  
\$300 Refundable Deposit

### McNary

\$25 per hour (minimum 3 hour rental)  
\$300 Refundable Deposit

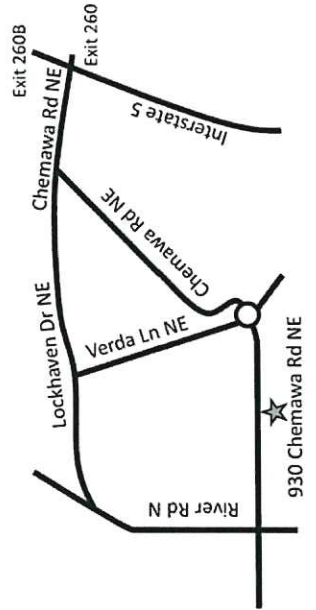
Discounts are offered for Iris Ballroom, Iris A, Iris B and Iris C. 25% discount for Keizer citizens or Keizer based 501(c)(3) organizations. 20% discount for government partners.



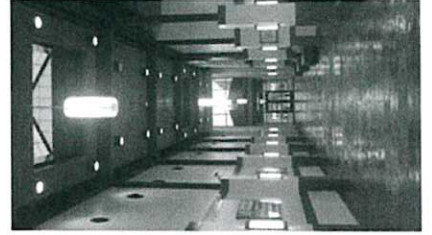
For further  
information contact  
Keizer City Hall  
930 Chemawa Road NE  
Keizer, OR 97303  
Phone: (503) 390-3700  
Website: [www.keizer.org](http://www.keizer.org)

**Directions From I-5:**  
**Northbound** take exit **260**  
**Southbound** take exit **260B**

Travel **West** on Chemawa Rd NE  
Turn **Left** to stay on Chemawa Rd NE  
Follow for 1 mile, the Civic Center  
will be on your left.  
(Entrances are on *Chemawa Rd NE*  
and *Rickman Rd NE*)



# City of Keizer Civic Center





## Our Amenities

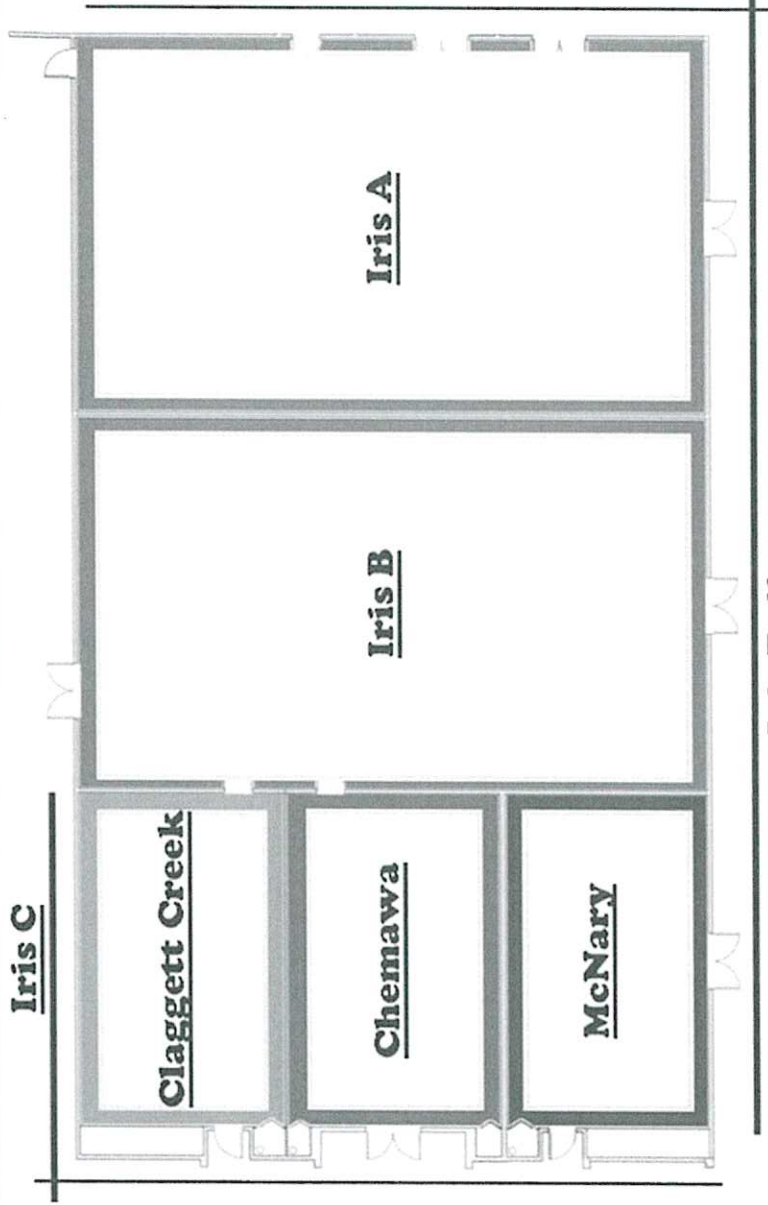
- ξ We offer 9,000 square feet of flexible event space.
- ξ Outside catering allowed
- ξ Self catering allowed
- ξ Wireless internet
- ξ Easy access to I-5
- ξ 200 free parking spaces

Available upon request:

- ξ Wireless microphones
- ξ House sound system
- ξ Projector screens
- ξ White boards

Available for additional fees:

- ξ 8' x 16' stage
- ξ Wired internet
- ξ LCD projectors



## Iris Ballroom

Room	Square Feet	Size	Reception	Classroom	Theater
Iris Ballroom	Up to 9,000	115' x 71'	400	-	700
Iris A	2,769	39' x 71'	120	-	150
Iris B	2,840	40' x 71'	120	-	150
Iris C	2,556	36' x 71'	120	75	150
Iris A/B	5,609	79' x 71'	240	-	300
Iris B/C	5,396	76' x 71'	240	-	300
Claggett Creek	828	23' x 36'	40	30	60
Chemawa	864	24' x 36'	40	30	60
McNary	864	24' x 36'	40	30	60



## **ORDINANCE NO. 270**

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

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

#### **THE CITY OF DETROIT, OREGON ORDAINS AS FOLLOWS:**

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

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

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



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

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

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

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

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



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

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

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

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

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



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

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

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

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

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

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



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

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

**SECTION 13.** Emergency Clause.

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

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

Second reading by title only on September 13, 2022

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

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Absent: \_\_\_\_\_

\_\_\_\_\_  
**Mayor, James R. Trett**

Attest:

\_\_\_\_\_  
**Kelly Galbraith, City Recorder**

Jim Trett, Mayor  
Greg Sheppard, City Councilor  
Eric Page, City Councilor  
Tim Luke, City Councilor  
Michele Tesdal, City Councilor  
Todd Smith, City Councilor  
Denny Nielsen, Councilor

Michelle Connor, City Recorder



City of Detroit, Oregon  
City Council Work Session  
Minutes  
May 9, 2023

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

(503) 854-3496

Email: [detroit@wvi.com](mailto:detroit@wvi.com)

City of Detroit  
345 Santiam Avenue W.

Zoom ID: 860 7650 3010

Password: 297231

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- I. **Call to Order-** Mayor Trett called meeting to order at 5:04 PM.
- II. **Council Roll Call-** Present Mayor Jim Trett, Greg Sheppard, Eric Page, Tim Luke, Michele Tesdal Todd Smith, and Denny Nielson. Staff present Michele Connor.
- III. **Pledge of Allegiance**
- IV. **Approval of Agenda-** Tim Luke made motion to approve the agenda, seconded by Eric Page, all in favor, motion passed unanimously.
- V. **Special Orders of Business-** None
- VI. **Resolutions, Orders and Administrative Action**
  - a. **Water Rate Study Discussion-** Matt Del Moro with HBH. Matt, Eric, and Michelle have been meeting once a week. After the last work session, he came up with some more Options to go over. Option III would be Flat rate of \$70.00 with 6,000 gallons and overage charge of \$4.00 per 1,000 gallons for Residential customers. Commercial would go up as follows, \$96.00, \$150.00, \$303.00 monthly charge. Allotted usage would be 2,000 gallons, with a \$10.00 overage charge. This option will leave deficit of \$17,000 a year. This option does not include capital improvements. Option IIII could be collect on an EDU basis. With this a single-

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Office Hours: Monday through Friday 8:30 AM to 5:00 PM – Closed for lunch 12:30 PM to 1:00 PM

family residential family would count as 1 EDU. Multi Family Residence would come to one EDU per unit. RVs would count as ½ EDU. This would be a flat rate of \$81.40 flat fixed rate. The allot meant for gallons would be 5,000. The overage cost would be \$5.00 per 1,000 gallons. There could also be an option to combine both options III and IV. More discussion will be had about this at the next work session.

**VII. Other Business- None**

**VIII. Upcoming Meetings**

- a. Regular Session- May 9, 2023 at 6:30 PM
- b. Work session – May 23, 2023 at 6:30 PM

**Adjourn.** Mayor Trett adjourned meeting at 6:14 PM

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James R. Trett, Mayor

---

Michelle Connor, 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, City Councilor

Michelle Connor, City Recorder



City of Detroit, Oregon  
City Council Reg Session  
Minutes

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  
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- I. Call to Order-** Mayor Trett called meeting to order at 6:31 PM.
- II. Council Roll-** Call Mayor Jim Trett, Gregg Sheppard, Eric Page, Tim Luke, Michele Tesdal, Todd Smith, Denny Nielson all present. Staff Present City Recorder Michelle Connor, City Clerk Lindsay Meyer.
- III. Pledge of Allegiance**
- IV. Approval of the Agenda-** Denny Nielson made motion to approve the agenda, seconded by Eric Page. All in favor, motion passes unanimously.
- V. Special Orders of Business-** None
- VI. Committee Reports-** None

This time is set aside for committees established by law, ordinance, or other authority to report to the City Council on the committee's ongoing work.

## **VII. Public Comments- None**

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- Tim for the Army Corp gave Reservoir update. He went over the requirements and priorities. 2023 water year observations, 2023 water year forecast, IRRM, Litigation impacts, FIRO and other initiatives.
- b. Detroit Marinas Excavation & Resiliency Project – Lari Rupp & Josh Elliott - Will be having an open house on May 20, 2023 at City Hall during the Fishing Derby from 11:00 AM – 2:00 PM. The projects next steps are an on-line open house 5/15/23-5/30/23. Final draft of alternatives is prepared June 1<sup>st</sup> – July 15<sup>th</sup> 2023. July 18<sup>th</sup> 2023 Detroit City Council reviews and makes a community recommendation to the Marion County BOC July 27<sup>th</sup> 2023. Marion County BOC Work Session to review community recommendation and provide direction to adopt preferred alternative. August 16<sup>th</sup> 2023 Marion County BOC formally adopts the preferred alternative. The goal of the project is to support the economy of Detroit to give a longer season.
- c. Ordinance 270 – Utilities Franchise Agreement-This will move to a later date and be discussed further.
- d. Ordinance 238 – Nuisance Ordinance in regards to Trash in Park – Todd Smith- There is a problem with a lot of trash and rubbish. Birds and other animals that are getting into the garbage. This is due to the population that is stopping at the park and using the restroom. Discussion was had about how to remedy the issue. This will be moved to a work session.
- e. Ordinance 251 – Parking Restrictions Discussion – Todd Smith- Concerns of some streets that are very narrow for parking and traffic. This will be discussed further at a work session.
- f. Resolution 650 – Surplus Property – Michele Tesdal- We had a playground that was donated to the City of Detroit. We will need to get the brackets to put it back together along with finding someone who specializes in putting playgrounds together. The current slide and equipment that is at the park will need to be removed. Tim Luke made motion to adopt resolution 650, Seconded by Eric Page, all in favor motion passes unanimously.



- g. Planning Commission Vacancy- Eric Page made motion to appointment Nancy Powell to Planning Commission, seconded by Greg Sheppard, all in favor. Motion passed unanimously.
- h. Detroit Community Center
  - Rental Fees- moved to work session
  - Fire District 2 Bay- moved to work session
  - Kitchen Build Out (PAR)- Motion was made by Denny Nielson to move forward with the kitchen build out PAR, seconded by Todd Smith, all in favor. Motion Passed unanimously.
- i. Policy on Remodels/Building in regards to Water Meters - Eric Page- This will be moved into a work session. There are concerns that some water meters have had to be moved so that they are not incased in driveways. Would like an amendment that would state that water meters do not get engulfed in pavement or concrete asphalt. This will be moved to a work session.
- j. Clean Up Day – Michele Tesdal says there was a miss communication and that it is our turn to host the City Clean up. We will contact the City of Idanha and see if they still want us to host it.
- k. Detroit Lake Foundation- There will be representative that will come to council meeting to give updates, with remodeling and other things.
- l. Water Rate Study – Matt Del Moro- None

A request was sent through Email from Reena Evans of 330 Boulder to have a porta potty on her property during the May 26<sup>th</sup> – May 29<sup>th</sup>. Tim Luke made motion to allow porta potty to moved in, seconded by Michele Tesdal, all in favor. Motion passed unanimously.

**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 – Eric Page made motion to approve the minutes and pay the bills, seconded by Denny Nielsen all in favor. Motion passed unanimously.

**X. Staff Reports**

- a. HBH Engineering- Put out to bid for Forrest Ave paving project and Breintenbush pump station rebuild. The bid openings are May 30, 203 and June 1, 2023.
- b. City Recorder-
- c. City Clerk- No updates
- d. Planning – No updates
- e. Marion County Sheriff- No updates
- f. USFS – Michelle King the New District Ranger for the USFD. The front door is now open at the public. The front desk is located in the conference room. The road to Estacada will be worked on this summer and it is estimated that it will be open. Mccoy will also be worked on as well to get them opened back up.

- g. Idanha-Detroit Rural Fire Protection District- Fred the Chief from the Detroit/Idanha fire district. Should have property in possession by the end of the month. Kevin Hills has been working on the property to get it cleaned up. Contract has been signed for contractor that will build the new fire station. We have been awarded a \$10,000 grant for fire prevention. A \$35,000 grant was awarded for up staffing to hire seasonal fire fighters. Hose and ladder testing was done and all equipment passed with the exception of 150 feet of hose.
- h. North Santiam Sewer Authority- Will be addressed in Denny Nielsen's report.

### **Councilor's Report**

**Denny Nielsen-** Visioning Project- Marion County Staff has completed and tendered the agreement for engagement with our preferred consultant, SERA Designs, for review and execution. Barring significant changes to the agreement is likely to be presented to our county Commission for approval in June.

**Greg Sheppard-** Next week I have a meeting with ODOT. A bid has been put in for Forest Ave. Thanks to Lisa Austin for bringing up Maple trees. Waiting on prices on light pole for Melgard. Street signs are being worked on currently, so that they can be ordered.

**Eric Page-** For last month the water that was produced was 646,400 Used: 507,891 and unaccounted for: 138,509. That can be because of some leaks that had happened. Construction for the water plant is underway.

**Tim Luke-** Smart Choice roofing will be fixing the roof of the bathroom at the park. Plumber will be fixing the faucets in the bathrooms both will start next week. Insulation for shop should be finished by the end of the month.

**Michele Tesdal-** Playground was donated. Got a lead on a recreation specialist who can help us with what it takes to put it together. Still looking for digital designs for the park

**Todd Smith-** Fishing Derby is coming up. Golf carts are being seen without permits. Just a reminder that is in effect.

**XI. Mayor's Report-** was able to attend a workshop that has lots of good information. Our Attorney will be retiring here shortly. Will be talking to COG about how we will proceed in the future. a lot of changes that have happened in legislature in regards to homeless people. The state made some changes so we need to make sure we address that in Detroit just to make sure that we are not sued.

**XII. Other Business- None**

**XIII. Upcoming Meetings**

- a. Special Session – May 30, 2023 TBD – Detroit City Hall 6:30 PM. Possibly move it. Mayor Trett will speak with Macrae about it and see what dates are available.
- b. Work Session – May 23, 2023 at 6:30 PM

**XIV. Adjourn-** Todd Smith made motion to adjourn meeting seconded by Eric Page, all in favor, motion passes unanimously. Meeting adjourned at 8:44 PM.

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James R. Trett, Mayor

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Michelle Connor, 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 Minutes  
Special Session

May 17, 2023  
12:00 p.m.  
Via Zoom

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Meeting ID 88056006704  
Passcode 048395

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

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

Email: [detroit@wvi.com](mailto:detroit@wvi.com)

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- I. **Call to Order-** Mayor Trett called the meeting to order at 12:01 PM
- II. **Council Roll Call-** Mayor Trett, Greg Sheppard, Eric Page, Michele Tesdal, Todd Smith, Denny Nielsen present. Late arriving at 12:16 PM Tim Luke. Staff present City Clerk Lindsay Meyer.
- III. **Special Orders of Business**
  - a. DLRABA Outdoor Mass Gathering Application for Fishing Derby/ Beer Garden/ Food Carts/ Awards. Eric Page made motion to approve the application for the Fishing Derby, seconded by Greg Sheppard, all in favor, motion passes unanimously.
  - b. Discussion about a committee being formed for STR (Short- Term Rentals) - Denny Nielsen made motion to form a STR committee that will consist of the following individuals, Traci Boland, Nancy Powell, Michele Tesdal and Mayor Jim Trett, seconded by Eric Page, all in favor, motion passes unanimously.
- IV. **Upcoming Meetings**
  - a. Work Session- May 23, 2023- Detroit City Hall 6:30 PM
  - b. Budget Hearing- June 8, 2023- Detroit City Hall 6:30 PM



- V. **Adjourn-** Eric Page made motion to adjourn meeting, seconded by Michele Tesdal, all in favor meeting adjourned at 12:18 PM

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James R. Trett, Mayor

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Michelle Connor, 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, City Councilor



City of Detroit, Oregon  
City Council Work Session  
Minutes

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

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

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Michelle Connor, City Recorder

May 23, 2023  
6:30 p.m.  
345 Santiam Ave W.  
Detroit, Oregon

Streaming on YouTube and  
Facebook

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- I. Call to Order-** Mayor Trett called meeting to order at 6:34 PM
- II. Council Roll Call-** Present Mayor Trett, Greg Sheppard, Eric Page, Tim Luke, Michele Tesdal, Denny Nielsen, Todd Smith absents with notice. Staff Present Michelle Connor.
- III. Pledge of Allegiance**
- IV. Orders of Business**
  - a. Water Rate Study – Matt Del Moro- Water rates will be discussed more at the next work session. The new rates do need to be in place by July 2023.
  - b. Ordinance 270 – Utilities Franchise Agreement- Discussion was had about going into negotiations with Ziplly for the renewal of the contract.
  - c. Ordinance 238 – Nuisance Ordinance – Trash in Park- The new trash cans have helped with trash being everywhere.
  - d. Ordinance 251 – Parking Restrictions- Tabled until next work session.
  - e. Community Center Rental Fees-Discussion was had about fees for renting certain rooms. Mayor Trett will connect with other small cities and see what they do in regards to this.
  - f. Policy on Remodel/Building in regards to Water Meters - Discussion was had about water meters being placed in driveways or being surrounded by concrete.

This is a huge concern. More discussion will be had about this and how to go about having the property owner being responsible for repair fees to roads or possibly having an ordinance around this issue.

- g. Create a Porta Potty Request Process- Michelle will come up with a form for this request and city staff will be responsible to approve and track.
- h. Hours for Park Personnel (30 hours?)- Mayor Trett will meet with Michelle Connor about this and see what the budget looks like and see what can be done.
- i. Insurance Mediation Meeting- A mediation will be held on August 17<sup>th</sup> at 9:00 am at the CIS office in Wilsonville. The mediation is about outstanding insurance claim that has not been closed out. The insurance wants to settle claim this is what the meeting is about on 8/17/2023. A mediation team will be discussed further, at a council meeting in June.

**V. Upcoming Meetings**

- a. Special Session/Budget Hearing – June 8, 2023 – Detroit City Hall 6:30 PM.

**VI. Adjourn-** Mayor Trett adjourned meeting at 8:03 PM.

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James R. Trett, Mayor

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Michelle Connor, 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, City Councilor

Michelle Connor, City Recorder



City of Detroit, Oregon  
City Council Work Session

Minutes

May 31, 2023

5:00 p.m.

345 Santiam Ave W.

Detroit, Oregon

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Streaming via Zoom

ID: 847 3389 1860

Password: 235083

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

(503) 854-3496  
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- I. **Call to Order** Mayor Trett called the meeting to order at 5:01 PM.
- II. **Council Roll Call**- Present Eric Page, Michele Tesdal, Denny Nielsen, Mayor Trett, Greg Sheppard, Todd Smith, Tim Luke (5:03 PM). Staff Present - Michelle Connor.
- III. **Orders of Business**
  - a. Water Rate Study – Matt Del Moro- was able to get confirmation from Business Oregon about their requirements from the City for the reserve fund. They require O&M plus 120 percent of debt servicing. That is required on an annual basis. There was discussion about the water rate increase. More will be discussed at the next Council Meeting on June 13, 2023.
- IV. **Upcoming Meetings**
  - a. Special Session/Budget Hearing – June 8, 2023 – Detroit City Hall 6:30 PM.
  - b. Regular Session/Public Hearing – June 13, 2023 – Detroit City Hall 6:30 PM
- V. **Adjourn** Mayor Trett adjourned the meeting at 5:54 PM.



