



CITY COUNCIL MEETING

*****ZOOM Meeting*****

Tuesday, August 11, 2020

City Council Chamber

13690 NW Main Street

Banks, OR 97106

AGENDA

CITY OF BANKS EXECUTIVE SESSION – 5:30 PM

Representatives of the news media and designated staff may attend Executive Sessions. Representatives of the news media are specifically directed not to report on any of the deliberations during the Executive Session, except to state the general subject of the session as previously announced. No decision will be made in executive session. At the end of the executive session, we will return to open session and welcome the audience back into the room.

Executive Session is held pursuant to ORS 192.660(2)(e) Real Property Transactions, which allows the Council to meet in executive session to consider information or records that are exempt by law from public inspection.

CITY OF BANKS CITY COUNCIL WORK SESSION @ 6:00 PM – See Work Session Packet

REGULAR CITY COUNCIL MEETING @ 6:45 PM (or upon completion of City Council Work Session)

COVID-19: Due to the emergency declaration resulting from COVID-19 (Coronavirus disease) and protocols, the City Council is limiting in-person contact and encouraging social distancing.

The City Council Work Session will be conducted remotely by video conferencing.

TO LISTEN TO THIS MEETING LIVE

Use the ZOOM App on your electronic device and the following link:

<https://us02web.zoom.us/j/87380092908?pwd=TEZ1ZmZFUGtqU2YwbThPVXkzUzhWZz09>

Meeting ID: 873 8009 2908

Password: 949577

Next Regular Meeting: Tuesday, September 8th, 2020 @ 7:00 P.M.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CEREMONIAL PRESENTATIONS & PROCLAMATIONS

1. CIS Longevity Award

CITY REPORTS, BRIEFINGS AND PROGRAMS

2. Police Monthly Briefing – Washington County Sheriff's Office – Deputy Ryan Pope
3. Library Director Report – Denise Holmes, Library Director
4. 100 Year Celebration Update – Angie Lanter, MMC, City Recorder
5. Economic Development Commission Update – Jolynn Becker, City Manager
6. Planning Commission Update – Jolynn Becker, City Manager
7. City Manager Report – Jolynn Becker, City Manager

CONSENT CALENDAR: *The items on the Consent Calendar are considered routine and all will be adopted by one motion unless a Council Member requests, before the vote on the motion, to have any item considered separately. If any item is removed from the Consent Calendar, the Mayor will indicate when it will be discussed on the Business Agenda.*

8. City Council Meeting Minutes – July 14th, 2020.
9. Shall the City Council adopt Resolution #2020-24, a Resolution Authorizing the Write-Off Bad Debt/Accounts Receivables? (CL 2020-28)
10. Shall the City Council approve an Audit Services Contract with Dennis Conner, CPA for the years ending June 30, 2020, 2021 and 2022? (CL 2020-29)
11. Shall the City Council authorize the City Manager to sign and execute an Inter-Governmental Agreement with Washington County Finance Department for the Cities and Special Districts Assistance Grant for the city's expenses related to COVID-19, in an amount not to exceed \$7,567.00?

PUBLIC HEARING

12. Shall the City Council adopt Resolution No. 2020-22, a Resolution Granting and Exemption from Competitive Bid Requirements and Authorizing Execution of a Contract with Five Start Builders to Design and Construct a "Welcome to Banks" Monument Sign, not to Exceed \$20,000?
13. Shall the City Council adopt Resolution No. 2020-23, a Resolution Granting Preliminary Approval for the Annexation of an Island of Approximately 1.03 Acres Surrounded by the City and Authorizing a Public Vote on the Annexation Request (Island Annexation)?
14. Shall the City Council Adopt Resolution No. 2020-25, a Resolution Renewing a Moratorium on New Development in the City of Banks Due to a Documented Shortage of Municipal Water Supply? (CL 2020-30)

BUSINESS AGENDA

15. Shall the City Council authorize staff to proceed with Temporary Business Promotion Signage?
16. Shall the City Council adopt the revised City of Banks Employee Handbook? (CL 2020-31)

COUNCIL ROUND TABLE DISCUSSION

ADJOURN



citycounty insurance services
cisoregon.org

July 28, 2020

City of Banks
13680 NW Main St
Banks, OR 97106

Re: CIS Longevity Award

I'm sorry we haven't been able to meet face to face because of COVID-19. I miss seeing you and our other members and know that our ability to travel to you may be impossible for the foreseeable future.

I had planned to deliver your Longevity Award in-person but have decided to send it by mail instead. I don't want to delay it any longer:

At the CIS Annual Conference this year, City of Banks received a distinguished CIS Property/Casualty Trust Longevity Award. Your recognition plaque is enclosed.

Your longevity award represents 35 years of service with CIS.

Any public agency receiving this award can be proud, as this represents recognition of a long and successful partnership. A partnership that protects you from unforeseen claims that can arise in the running of a workforce partnership.

Again, congratulations on your Longevity Award! We deeply value and appreciate your strong partnership with CIS!

Sincerely,

Adrian L. Albrich
Sr. Risk Management Consultant

Enclosure

MAIN OFFICE • 1212 Court Street NE, Salem, OR 97301 • Phone 503-763-3800 or 800-922-2684 • Fax 503-763-3900
EUGENE OFFICE • PO Box 10166, Eugene, OR 97440 • Phone 503-763-3875 or 800-922-2684 ext 3875 • Fax 866-567-3656

City of Banks

30 Years of Continuous Membership
1989 - 2019



CIS Property / Casualty Trust

Presented by



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Library Report

August 2020

- ❖ Library Takeout by appointment continues, as we continue to work at the WCCLS' Service Level 2. Hours for Takeout will be extended by one hour on August 11th from 4:30 to 5:30 pm on Tuesday, Wednesday and Thursday. Holds are now coming in from all WCCLS libraries. Automatic notification for holds (via phone, email, text and mail) was restored on July 28th, so staff no longer has to contact all patrons directly. Very few computer/WiFi appointments have been requested. Quarantine period for returned items has been increased from 72 to 96 hours due to the latest IMLS research.
- ❖ Susan had her first grant-supported summer reading kit distribution on July 25th at outside Jim's Market. She also distributed the kits (including a book and craft items) at the school summer lunch on July 30. The kits are also available at the Food Bank. To date, 125 kits are in the hands of kids. More visits to the summer lunch program, Jim's and the Food Bank are scheduled through August.
- ❖ The regular Summer Reading program for library users has looked much different this year. There are take-and-make kits from two of the SRP entertainers who had been scheduled to perform, and a personalized online performance from another. Award book distribution began by appointment at curbside on July 22, with social distancing and sanitation procedures in place.
- ❖ Library circulation statistics in July – usage is changing as libraries begin curbside checkouts of physical materials:
 - Local physical item checkouts – 2,180 compared 1,051 in June
 - Local E-book & E-audiobooks – 1,566 compared to 1,506 in June
 - County-wide Overdrive checkouts – 196,387 compared to 203,212 in June; physical item checkouts were 190,526 vs. 50,428 in June.
 - County-wide Kanopy streaming video usage (number of patrons) – 2,789 compared to 3,077 in June.



100 Year Celebration Challenge Coins and 100 Year Celebration Pint Glasses are available for purchase.

August Giveaway (Reusable Bag) is available at City Hall.

COVID 19 TIMELINE

- 3/2/2020 Sharing educational pieces from Oregon Health Authority, CDC, Washington County, and other government entities. **THIS IS ONGOING**
- With Staff
 - On the City of Banks Facebook Page
 - On the City of Banks website
 - Through Business & Community Outreach via MailChimp
- Wiping down counters, doorknobs, phones, etc. several times a day with disinfectant wipes. **THIS IS ONGOING**
- 3/16/2020 Issued a policy that would remain in effect until March 31, 2020 regarding Staff working hours, meeting/program cancellations, and citizen access to buildings

Library closed to patrons as of 5pm on March 16, 2020)
- Staff created a COVID-19 tab on the city website. Information is updated as received. **THIS IS ONGOING**
- 3/17/2020 Issued a policy that would remain in effect until April 14, 2020 regarding Staff working hours, meeting/program cancellations, and citizen access to buildings.
- Local resident with a pressure washing business is donating his services to pressure wash/sanitize playground equipment at City Parks 2x a week.
- 3/18/2020 Resolution No. 2020-08, Declaring an Emergency was adopted at a Special City Council Meeting.
- 3/19/2020 Issued a policy that would remain in effect until April 14, 2020 regarding Staff working hours, meeting/program cancellations, and citizen access to buildings

Library closed to patrons as of 5pm on March 16, 2020

City Hall closed to citizens as of 1pm on March 19, 2020)
- Staff compiled and published a Shop Local list for City of Banks Restaurants/Businesses and their operating hours/changes. **THIS IS ONGOING**
- 3/23/2020 City Park Playgrounds were posted with signs that playground equipment is now closed per Executive Order 20-12.
- 3/26/2020 Published online listing of Shop Local with Pamplin Media, updated as needed **THIS IS ONGOING**
- 3/28/2020 Temporary Remote Working Policy. This policy is renewed every two weeks. This policy is in effect thru April 6, 2020.

- 4/2/2020 Sharing resources with businesses through Business Outreach MailChimp emails re: Small Business Loan Assistance Grant opportunities/Paycheck Protection Program, and other resources as they are brought to our attention. **THIS IS ONGOING**
- 4/03/2020 Temporary Remote Working Policy. This policy is renewed every two weeks. The policy was renewed on April 3, 2020 and is affected thru April 20, 2020.
- Temporary Remote Working Policy. This policy is renewed every two weeks. The policy was extended thru May 1, 2020.
- Temporary Remote Working Policy. This policy is renewed every two weeks. The policy was extended thru May 18, 2020.
- 04/14/2020 Renewed the Declaring an Emergency
- 05/12/2020 Renewed the Declaring an Emergency
- June/July 2020 Small Business Grant – Working on the details
- Co-Pac Funding
 - Washington County Funding
 - Program for reimbursement for City's expenses for COVID-19

Policies

Created the City of Banks Coronavirus/COVID-19 Emergency Leave Policy.

Working on these items now

- Re-opening Plan
- Sanitation Procedures
- Mask Procedures
- Contact Tracing Steps
- PPE Equipment

Ongoing Meetings

City Recorder attending conference calls

- Washington
- Weekly WashCo Managers Meeting / weekly (1x)
- Coronavirus Conference Call for City Leaders (LOC)
- Washington County Roundtable Economic Dev
- Main Street – Morning Meeting / weekly (1x)



June 2020

Fund #	Fund	2019-2020 Beginning Balance	Un-Audited Beginning Balance as of 7-1-2020	2020-2021 Proposed Beginning Balance
1	General Fund	\$426,620.34	\$505,743.71	
2	Water Fund	\$155,820.22	\$239,017.76	
3	Library Fund	\$49,030.54	\$42,836.50	
4	Streets & Roads Fund	\$398,797.60	\$310,489.36	
5	Water Bond Debt Fund	\$45,943.99	\$46,686.81	
6	Traffic impact Reserve Fund	\$444,413.24	\$452,551.22	
7	Police Services Fund	\$325,895.12	\$302,213.15	
8	System Development Reserve Fund	\$120,072.29	\$140,604.56	
9	Water Utility Depreciation Fund	\$79,215.58	\$43,573.66	
10	Parks & Trees Fund	\$38,262.70	\$35,059.89	
11	TDT Fund	\$328,969.96	\$382,101.09	
12	Transportation SDC Fund	\$235,874.23	\$269,163.97	
13	Capital Project Reserve	\$197,383.58	\$225,374.55	
14	Capital Projects	\$0.00	\$0.00	
15	TLT	\$0.00	\$0.00	
16	Water Utility Reserve	\$4,723.51	\$5,842.92	
17	Water Utility Project	\$0.35	\$0.78	
18	Park SDC	\$62,204.27	\$73,447.06	

Budget Variance Report - Threshold is greater than 15% for total expense

CATEGORY ITEMS:

GENERAL FUND/MUNICIPAL COURT (FUND #1)

Personal Services – 13.2%
 Materials & Services – 22.7%
 Capital Outlay – 0.0%
 Debt Service – 0.0%
 Transfer – 0.0%

WATER FUND (FUND #2)

Personal Services – 8.5%
Materials & Services – 12.9%
Capital Outlay – 0.0%
Debt Service – 0.0%
Transfer – 0.0%

LIBRARY FUND (FUND #3)

Personal Services – 8.4%
Materials & Services – 8.9%
Capital Outlay – 0.0%
Debt Service – 0.0%
Transfer – 0.0%

STREETS/ROADS FUND (FUND #4)

Personal Services – 4.8%
Materials & Services – 9.0%
Capital Outlay – 0.0%

WATER BONDED DEBT FUND (FUND #5)

Materials & Services – 0.0%
Debt Services – 100.0%

TRAFFIC IMPACT FUND (FUND #6)

Materials & Services- 0.0%
Capital Outlay – 0.0%

POLICE SERVICES FUND (FUND #7)

Personal Services – 10.1%
Materials & Services – 8.1%
Capital Outlay – 0.0%

SYSTEM DEVELOPMENT RESOURCE FUND (FUND #8)

Capital Outlay – 0.0%

WATER DEPRECIATION FUND (FUND #9)

Materials & Services- 0.0%
Capital Outlay – 0.0%
Transfer – 0.0%

PARKS & TREES FUND (FUND #10)

Personal Services – 7.1%
Materials & Services – 5.1%
Capital Outlay – 0.0%
Transfer – 0.0%

TDT FUND (FUND #11)

Capital Outlay – 0.0%

CAPITAL EQUIPMENT RESERVE FUND (FUND #12)

Capital Outlay – 0.0%

CAPITAL PROJECT RESERVE FUND (FUND #13)

Capital Outlay – 0.0%

CAPITAL PROJECT FUND (FUND #14)

Capital Outlay – 17.4%

WATER UTILITY EQUIPMENT RESERVE FUND (FUND #15)

Capital Outlay – 0.0%

WATER UTILITY RESERVE FUND (FUND #16)

Capital Outlay – 0.0%

WATER UTILITY PROJECT FUND (FUND #17)

Capital Outlay – 0.1%

PARK SDC FUND (FUND #18)

Capital Outlay – 1.1%



**Regular City Council Meeting
Tuesday, July 14, 2020
MEETING MINUTES**

CALL TO ORDER Mayor Edison called to order the Regular Meeting of the Banks City Council at 7:14 pm.

PLEDGE OF ALLEGIANCE

ROLL CALL

Present were: Mayor Pete Edison, Councilor Marsha Kirk, Councilor Stephanie Jones, Councilor Michael Nelson, Councilor Mark Gregg, Councilor Mike Lyda, Councilor Erica Harold-Heine

Staff Present: City Manager Jolynn Becker, City Recorder Angie Lanter, City Attorney Dan Kearns

Staff Absent: Library Director Denise Holmes

CEREMONIAL PRESENTATIONS & PROCLAMATIONS – None

CITY REPORTS, BRIEFINGS, AND PROGRAMS

1. Police Monthly Briefing – Washington County Sheriff's Office – Deputy Pope presented the Police Monthly Briefing for June. He noted Deputy Ward was scheduled to return to duty on Sunday, and that today was the closing day for applications for the full-time, permanent second deputy position in Banks, so a decision would be made within the next few days. Three BLM protests were held in the city in June, two of which were permitted and planned, but all were peaceful. A couple criminal incidents involved behavioral issues in which the deputies were assisted by the mental health response team in counseling the people involved. He concluded that overall, June was an easygoing month for the police, and Deputy Ward was doing all of his return-to-duty training this week.

Councilor Jones asked if this was Deputy Pope's last report for the Council. Deputy Pope replied that he had applied for the full-time, permanent position in Banks, and while Lieutenant Ray had told him he was a strong contender, there were no guarantees.

2. Library Director Report – City Manager Becker noted Library Director Holmes was on vacation and that her report was in packet.

3. 100 Year Celebration Update – City Recorder Lanter reported the July items were out: a deck of playing cards with a case with the 100 Year logo on it. The Movie in the Park event was tentative, but the event would depend on social gathering restrictions and City Council’s direction.
4. Economic Development Commission Update – City Manager Becker stated no meeting was held last month, but the Commission would meet in August.
5. Planning Commission Update – City Manager Becker reported a public hearing was held last month regarding the development plans for the apartment building on Banks Rd. A couple people called in, but based on the criteria, the Planning Commission approved the development application. (SPR-20-01)
6. City Manager Report – City Manager Becker noted her report was included in the packet. She noted Washington County was establishing several new programs, including a small business grant, a reimbursement assistance grant for COVID-19 related expenses, program funding for future City events, and funding for Col-Pac, a portion of which would be allocated to the City of Banks. The Banks School District was also looking at putting in a new flashing light at the elementary school, but moving it 100 to 150 feet away from the entryway. The City was also applying for an ODOT Safe Routes to School project and would need a consultant service to identify infrastructure needs at the three schools. The City, School District, and ODOT applied as a partnership for the grant. She was not certain how much the Safe Routes to School grant was, but it would help traffic going in and out of schools, since the crossing would be moved. She clarified that ODOT believed the pedestrian crossing should be located north of the existing high school entry way, closer to the front of the School District Office building. She would share the final plans with Council.

CONSENT CALENDAR

7. City Council Meeting Minutes – June 9, 2020.

Councilor Jones moved to approve the Consent Calendar, seconded by Councilor Gregg. MOTION CARRIED 6-0.
 Ayes: Gregg, Kirk, Jones, Harold-Heine, Lyda, Nelson; Nays: None

PUBLIC HEARING

None

BUSINESS AGENDA

8. Shall the City Council authorize staff to proceed with the Entry Way Sign Project at a cost not to exceed \$20,000.00?

Clint Jackson with Five Star Builders reported that he had been working with the EDC to replace the south entry sign coming into the city, and they had come up with a design and price. Washington County had put a hold on the money for the grant project when COVID-19 hit. The EDC wanted to see the sign go in, so Clint and his partner were willing to donate \$36,324 to the project, which would leave a remaining cost of \$20,000. The sign was 20 ft. wide and 16 ft. tall. He described the design.

City Manager Becker explained that the City had budgeted \$69,644 for the entryway sign project through Fund 13.

City Recorder Lanter noted Councilor Harold-Heine was having internet issues and relayed some questions she had sent in. Councilor Harold-Heine had asked if the City had gotten more than one bid on the project, and if it would be a conflict of interest for the City to receive a bid from someone on the EDC.

Councilor Kirk noted that Five Star was not originally planning to donate money because the project was going to be done through a grant. She asked if Division 26 Sign, Lighting, and Power included \$7,000 for the PGE connection.

City Manager Becker understood Five Star had already looked at solar power, so the \$7,000 would not be needed for PGE.

Mr. Jackson confirmed Five Star had gotten solar lighting to work for the signs, which saved about \$5,000.

Councilor Kirk said she was concerned about inconsistencies in price between the paperwork submitted to the grant and what the Council received tonight for the donation.

City Manager Becker explained that Five Star had redone the proposal to review all the costs, and that the costs provided to Council tonight were the current cost revisions.

City Attorney Kearns stated that with regard to the conflict of interest question, the decision-maker was the City Council. The public bidding question was totally separate as the City would follow the City Code when bidding public projects. He had not looked at the total cost of the project for goods and services, but he suspected it was below the threshold for full competitive public bidding, based on the \$20,000 estimate needed for a public contract.

City Recorder Lanter noted Councilor Harold-Heine had asked how the Council could make an informed decision if the City only got one bid and did not solicit for other bids.

Councilor Lyda noted that the entire package, the scope of work and design, was developed by Five Star. The City had not solicited any work from anyone.

Councilor Kirk said the cost originally given to the WCVA was \$4,000 less than the \$56,000 currently being discussed, yet at the last EDC meeting, Mr. Jackson had said that he would try to reduce the cost.

Mr. Jackson explained at the EDC meeting, he had been asked to put together a budget for the conceptual design of the sign Five Star developed if the project had gone out to public bid. When there was no money available for the grant program due to the pandemic, he and his partner decided to give back to the community by making a donation to help get the sign done.

Councilor Kirk said she appreciated the donation, but was concerned about whether the Five Star project recently approved by the Planning Commission might become a slippery slope for the City.

Mayor Edison believed the donation had occurred after those plans had been approved.

City Attorney Kearns explained the Planning Commission was different body and, to his knowledge, the Commission was unaware of anything regarding the entrance sign. Conflict of interest involved direct financial stake in the outcome of the matter. Mr. Jackson was an EDC member and also a member of the community who also did contracting and could do the work. The EDC only made recommendations and City Council made the decisions. He did not see that there was a conflict of interest. The implication was that making the donation would get Five Star a more favorable decision by the Planning Commission for the apartment complex site plan, but the two bodies were not connected. The Planning Commission had a

full public process, and he did not believe the Commission knew about the sign project; therefore he did not see a conflict of interest. Under the public bidding requirements for the City, projects between \$5,000 and \$100,000 required three competitive quotes, so the \$20,000 would need to comply with the City's procurement Code requirements.

City Recorder Lanter relayed that Councilor Harold-Heine asked if the \$20,000 balance would be paid to Five Star for the remainder.

City Attorney Kearns replied that as a public project, that would be a public bidding question. He did not know whether competitive quotes were gathered, but suspected that it might be grounds for an exemption to the public bidding if the cost of bidding the project out to someone else would be more than \$20,000.

Councilor Lyda suggested that the City buy the materials up to the \$20,000 limit to avoid the potential bidding issues.

Mr. Jackson confirmed that could be done or the City could put the project out to bid as he expected the bids to come in a lot higher. He noted that when Five Star put in the application for the apartment complex, it was done to the Planning Code and nothing out of the ordinary was requested. If the City were to deny the application, it would be based on the Code.

City Recorder Lanter relayed that Councilor Harold-Heine commented that she wanted to be sure the City was above board on the sign project.

City Attorney Kearns agreed it was important to consider such circumstances, adding donations to local governments often added complications. He believed the project might qualify for an exemption to the public bidding requirements because so much of the money was donated by one contractor. There was no way that any competitive contractor could come up with a bid that would come close to the remaining amount. The project would be considered an intermediate sized project, so only competitive quotes were required, not a full bid. The public procurement requirements were designed to get value for government dollars and expenditures and to provide competition for those expenditures. When more than half the estimated cost of the project was donated, it was not a sweetheart deal for the contractor. He clarified the exemption process would be addressed by a resolution before Council next month or the City would need to solicit competitive quotes for the project. A full bid process would not be required.

Councilor Lyda added going out for public bid would require the City Engineer to prepare a design and a bid package, which would also cost time and money.

City Council consented to address the item as an exemption and deferred it to the August City Council meeting.

9. Shall the City Council adopt Ordinance No. 2020-06-01, an Ordinance Amending Title III (Administration), Chapter 32 (City Organizations) of the Banks Code of Ordinances to Allow Planning Commission Members to be Reappointed to Serve Additional Terms After Sitting out for Three Months? (Second Reading and Final Adoption) (CL 2020-26)

City Attorney Kearns highlighted the purpose of the Ordinance and confirmed no changes had been made since the first reading.

Councilor Gregg moved to adopt to adopt Ordinance No. 2020-06-01 by title only, seconded by Councilor Harold-Heine. MOTION CARRIED 6-0. Ayes: Gregg, Kirk, Jones, Harold-Heine, Lyda, Nelson; Nays: None

City Recorder Lanter read the title into the record.

10. Shall the City Council submit their selections for the League of Oregon Cities Legislative Priority Survey?

Councilor Gregg moved to adopt the top four Legislative Priorities for the League of Oregon Cities (LOC) as identified, seconded by Councilor Harold-Heine. MOTION CARRIED 6-0. Ayes: Gregg, Kirk, Jones, Harold-Heine, Lyda, Nelson; Nays: None

11. Shall the City Council adopt the revised City of Banks Employee Handbook? (CL 2020-27)

City Manager Becker explained that every time changes were made, the Handbook was sent to the CIS legal team for review and recommendations. The basic information that CIS changed regarded sick leave, maternity leave, and assisting a pregnant person, based on changes made to federal laws in the last year.

Councilor Harold-Heine noted the Handbook directed people with work place complaints to the City Recorder and/or the City Manager, and asked if a third party, other than BOLI, was utilized if someone had issues directly with the main leadership.

City Manager Becker replied there was no third party. Employee issues would be vetted through CIS.

City Attorney Kearns clarified if an employee had a problem with the main supervisors, they could either go to one of the elected officials, like the Mayor or a City Councilor, or to himself because he was not considered a City employee. He would look to see if the language was already in the Handbook.

Staff confirmed the City had current BOLI signs posted.

Councilor Kirk said she would like the Council to consider going through a contract for the City's HR needs, noting City Recorder Lanter and City Manager Becker already wore a lot of hats. She had heard concerns about confusion about who was in charge of HR. She asked for clarification about City Manager Becker's comment about going through CIS.

City Manager Becker explained the City had to vet any employee concerns through CIS so they were aware of the issue and could advise the City properly, if the issue ended up in litigation. Items like employee performance evaluations were submitted to ensure the City's documentation was correct, for example, and only took a day or two.

City Attorney Kearns noted CIS was the City's insurance carrier, so it represented the City as a governing body. He could not find language regarding a chain of command for people within the City that employees could go to if they were having a problem with the City Manager or City Recorder. While BOLI was mentioned, there was no good sounding board if there was a whistleblower complaint. It was worth expressly adding language stating where employees could go to should they have whistleblower issues. He read from the Complaint procedure on Page 21 of the Handbook and said it would be useful to add elected official or city attorney to the list of people employees could talk to. However, this issue was

separate from the proposed Handbook changes before Council tonight which implemented recent changes in the law.

Mayor Edison suggested adding the issue to the agenda for next month's meeting.

Councilor Kirk moved to adopt the revised City of Banks Employee Handbook, seconded by Councilor Jones. MOTION CARRIED 6-0. Ayes: Jones, Lyda, Kirk, Nelson, Gregg, Harold-Heine; Nays: None

12. Shall the City Council authorize the Mayor to sign the Inter-Governmental Agreement with Washington County for the CARE's Act Small Business Grant?

City Manager Becker reviewed the background regarding the CARE's grant, which provided money for Cities to create their own programs to help small businesses. Banks' allocation would be about \$75,000, and the City had to describe the type of program it would create. The City had to the end of September to grant all the money to businesses within the community. Additional comments and her responses to questions were as follows:

- Requirements for eligibility were simple. Any businesses that lost any income between March and June would be eligible, and it could cover the cost of utilities, rent, retrofitting their buildings, and reopening the business.
- In the first draft of the grant, the limits were \$2,500 to \$10,000 per business; however, Washington County might lower the lower limit to \$1,500.
- The City would accept applications August 3rd to 28th. Once received, a committee group would review the applications to determine recommendations for the award, and Council would approve the awards to be given and a check would be issued by September 15th. Eligible for-profit businesses must have had a 50% loss in revenue from March to May compared to January and February 2020. Nonprofits revenue had to be less than 50% of what it was the prior year. The County was also offering the grant to businesses not within the city limits.

Mayor Edison agreed with the lower limit, noting that \$1500 could be a big deal for a business and that the criteria were simple. He confirmed that only businesses within the city limits qualified for the small business assistance grants and noted it should be added to the information sheet.

Councilor Kirk noted Washington County had received a certain amount of money from the federal government and had a contractor to figure out the applications and cut checks. Col-Pac decided that because the contractor would be so overwhelmed with dealing with the rest of the county, they would distribute the funds for unincorporated Western Washington County.

Mayor Edison clarified that the County and Col-Pac program involved a separate pool of money, a different set of rules and a different timeline than the \$75,000 under discussion.

Councilor Jones added the rules stated that businesses could not claim reimbursement twice, so perhaps the application should include a question asking whether the business had applied to other agencies for the same expenses.

City Manager Becker said that even though a business may have applied for funding from federal, state, or county grant cycles, the City of Banks did not have to take that into account because the program was being created for Banks and the eligibility criteria could be as open as they wanted so businesses could

get additional funding. The \$75,000 was going directly to the City. Many larger cities were using a third party to receive applications and distribute checks and were charging the cities a percentage to perform that service, so the community group was electing not to have a third party.

Councilor Harold-Heine agreed there should be a criterion in place to ensure there was no double-dipping so businesses were not profiting from the pandemic.

City Manager Becker replied many cities were only getting a certain amount, so the money was not covering the overall costs. The City could ask what other funding the business had received; however most cities were not asking about that. The grant was an opportunity for some businesses that had lost a lot of money to get some additional money without having a lot of eligibility or criteria issues.

Councilor Kirk said that she had heard from certain businesses that because they had received PPE, they could not apply for the CARE's grant.

City Manager Becker clarified those businesses could not apply for the Columbia Pacific Grant because the grant only accepted applications from businesses that had 10 employees or less, and they could not have received federal funding for their payroll.

Mayor Edison noted with the signed intergovernmental agreement (IGA), Washington County had to review and approve the City's plan before giving the City the money.

City Manager Becker said that the County's economic person who had been working with the different cities and commissioners, reviewed the City's plan and made a few suggestions, but said it was in a good format for the City to send to the County with the IGA.

Councilor Jones said that she was not sure how some things in the IGA applied to the City's specific part of the grant, such as the Solid Waste Disposal Act and Davis Bacon rates. However, if the application was being vetted by people who understood it better, she believed the City would be fine.

City Manager Becker confirmed she would add the language about the requirement to be within the City limits, as well as the words "resulting from COVID-19" on the second page of the information sheet regarding the replacement of spoiled or outdated inventory.

Councilor Lyda commented on the irony of the federal and state government putting this hardship on businesses, yet grant money was being sought from the federal, state, and county governments. He understood this was the system provided, but he opposed the welfare system, and commented that this was business welfare.

Councilor Lyda moved to authorize the Mayor to sign the IGA with Washington County for the CARE's Act Small Business Grant, seconded by Councilor Gregg. MOTION CARRIED 6-0. Ayes: Gregg, Jones, Kirk, Nelson, Harold-Heine, Lyda; Nays: None

Mayor Edison confirmed the clarifications discussed should be added to the City's information for the packet sent with the IGA and suggested any further recommendations be sent to Staff.

City Manager Becker confirmed the County suggested allowing businesses only three days to submit their applications, but she had allowed a month to allow businesses time to get their research done. She noted the process and procedures related to the committee and grant awards were in the plan.

Mayor Edison replied they could use the information from their other grants.

Councilor Jones suggested shortening the application period to allow the community group time to review the applications. She noted she would have a conflict if the Friends of the Banks Library could apply for the grant.

COUNCIL ROUND TABLE DISCUSSION

Councilor Jones said there had been lot of positive response to the 4th of July fireworks, and she thanked the businesses that had donated. She would be attending a School Board work session tomorrow to iron out the plan for the upcoming school year. She believed the School District would do something similar to Portland. Currently, students had the option to be fully online or partially attending in person at school, but the schools needed to know how many families would choose either option before making a decision. The July meeting for the Public Advisor Board had been canceled.

Councilor Nelson stated the new Hornshuh Creek Fire Station was coming along very well and was expected to open mid-August.

Councilor Harold-Heine stated the meeting with the West Tuality Habitat for Humanity would not occur until September because they were too busy doing build-outs over the summer with COVID-19 limitations. She had been attending the LOC's weekly COVID meeting calls, which included OEM, the Governor's office, the Oregon Health Authority, other agencies and government representatives on the calls. The meetings were very informative and often discussed material not yet released to the general public.

Councilor Kirk stated she had received a complaint over the weekend from a business owner about parking in Banks. She hoped that with everyone going to the trailhead, the City could start implementing the EDC Parking Plan. She asked for an update on the golf course in the next session, and asked why it was taking so long to install the sidewalks for the Park Street project.

City Manager Becker reminded the sidewalks on the west side of Park St had been added to the project and some engineering was being done to ensure the slope was correct. The entire project was expected to be done at the end of July. Installing sidewalks on Woodman St was part of the original plan.

Mayor Edison agreed the 4th of July Fireworks Display was great. He thanked the donors, staff, and the volunteers.

City Manager Becker reminded that the Port of Tillamook's right-of-way would be cleaned out within the next month and described some of the work that would be done. The Port would send out notifications to the property owners. The confusion between ODOT and Port of Tillamook about the ownership of the easement related to the wayfinding sign had been cleared up on Friday. The Port of Tillamook owned the land and the sign could be placed by the box that controls the railroad gates. Staff worked up the costs associated with the sign, frame, permit, and additional planning and engineering costs, which would be around \$6,400. Staff hoped to get \$1,000 from the Chamber and \$3,000 from the WCVA. Additional information would be available next month. She noted the City wanted to cancel the National Night Out and Movies in the Park due to social distancing guidelines and mask

regulations. The National Night Out organization was trying to reschedule the event for October. She noted Staff had said they would talk with Council about any canceled events.

Following a brief discussion about the ability to social distance for Movies in the Park, City Manager Becker stated she would do some research on the Executive Orders associated with social gathering to see what could be done.

City Recorder Lanter reported that the Mayor position and Council Positions 2, 4, and 6, currently held by Councilors Jones, Nelson, and Lyda, would be up for election this year, so she would begin advertising for candidates to pick up the filing forms tomorrow. Staff was encouraging people to pick up the forms in person at City Hall so Staff could explain the commitments involved. The filing period with the City would be July 15th through August 17th at 1 pm. Candidates have until August 27th to put a candidate statement in the election manual. She also noted the LOC Conference would be held virtually on October 14th and 15th. She confirmed she could include the link to the LOC Conference with the candidate application materials.

City Manager Becker reminded that the virtual community workshop on the Code Assistance Project would be held on July 16th from 6:30 pm to 8:00 pm.

ADJOURN The meeting adjourned at 8:53 pm.

Submitted by:

Angie Lanter – City Recorder



**Honorable Mayor and
Members of the City Council
Banks, Oregon**

**Council Letter 2020-28
Agenda of August 11, 2020**

Shall the City Council adopt Resolution #2020-24, a Resolution Authorizing the Write-Off Bad Debt/Accounts Receivables?

Background:

The City of Banks assesses and collects fees for water usage in the local business and residential community. There are numerous delinquent accounts for water fees which have been assessed and have been turned over to a collection agency. The accounts are still maintained as available revenue on the accounts receivable ledgers of the City of Banks.

It is the desire of the City to clean up the financial records and books of the City of Banks and avoid the carry-over of accounts receivables as available revenue, which stand a minimal possibility of collection.

It is recommended that the City Council authorize the write off the old water accounts receivables that are existing on the financial books and deem them no longer collectible.

Council Alternatives:

1. Authorize the write off the old water accounts receivables that are existing on the financial books and deem them no longer collectible
2. Decline to authorize the write off the old water accounts receivables that are existing on the financial books and deem them no longer collectible

Jolynn Becker
City Manager

RESOLUTION 2020-24



Resolution 2020-24

A Resolution Authorizing the Write Off Bad Debt/Accounts Receivables

WHEREAS, the City of Banks assesses and collects fees for water usage in the local business and residential community; and,

WHEREAS, the City of Banks has on its book's numerous delinquent accounts for water fees which have been assessed that have been turned over to a collection agency; and

WHEREAS, the accounts are still maintained as available revenue on the account's receivable ledgers of the City of Banks; and

WHEREAS, it is the desire of the City Council to clean up the financial records and books of the City of Banks, and avoid the carry-over of accounts receivables as available revenue, which stand a minimal possibility of collection; and

WHEREAS, the City Council has determined that writing off delinquent accounts receivables which are well over 180 days old and/or have been turned over to a collection agency, would clear up the books and financial records of the city.

NOW, THEREFORE, BE IT RESOLVED that the Banks City Council does hereby authorize the Finance Director to take whatever action is deemed appropriate to write off old accounts receivables existing on the financial books and records of the City of Banks which have been turned over for collections but are no longer collectible.

Approved, adopted and effective this 11th, day of August 2020.

Mayor Peter C. Edison

City Recorder: Angie Lanter

EXHIBIT A

Acct #	Name	Service Address	Amount
8224	Aaron Johns	42005 NW Elmhurst Court	\$52.30
8324	Michael Filicky	12763 NW Hammond Place	\$90.51
8436	Melissa Tyler	13585 NW Commerce Street	\$106.66
7708	Anthony Randolph	13254 NW Park Street	\$44.52
8145	Debbie Carpenter	14265 NW Sellers Road	\$967.47
8497	Samantha Parrish	42380 NW Sunset Avenue	\$116.88

Total: \$1378.34



**Honorable Mayor and
Members of the City Council
Banks, Oregon**

**Council Letter 2020-29
Agenda of August 11, 2020**

AGENDA ITEM:

Shall the City Council approve an Audit Services Contract with Dennis Conner, CPA for the years ended June 30, 2020, 2021, and 2022?

BACKGROUND:

The City of Banks engages an auditor for three years. The City has, historically, engaged Dennis R. Conner, CPA, of Clatskanie, OR to conduct audit services, and other comprehensive basis of accounting (cash basis) services. Dennis has consistently provided good and timely audit services. He has provided (attached) the City with a proposed Audit Engagement Letter (contract) for the (fiscal) years ended June 30, 2020, 2021, and 2022.

It is recommended that the Council approve an Audit (Engagement Letter) Services Contract with Dennis Conner, CPA for the years ended June 30, 2020, 2021, and 2022.

COUNCIL ALTERNATIVES:

1. Approve an Audit Services Contract with Dennis Conner, CPA for the years ended June 30, 2020, 2021, and 2022.

Suggested Motion: "I make a motion to approve an Audit Services Contract with Dennis Conner, CPA for the years ended 2020, 2021 and 2022"

2. Decline to approve a contract.

Jolynn Becker
City Manager

AUDIT ENGAGEMENT LETTER

DENNIS CONNER
Certified Public Accountant
365 SOUTH NEHALEM
CLATSKANIE, OREGON

Audit Engagement Letter – Modified Cash Basis of Accounting

July 30, 2020

City of Banks
Banks, Oregon 97106

I am pleased to confirm my understanding of the services I am to provide the City of Banks (the City) for the years ending June 30, 2020, 2021, and 2022. I will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements as of and for the years ended June 30, 2020, 2021, and 2022. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, I will apply certain limited procedures to RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to my inquiries, the basic financial statements, and other knowledge I obtained during my audit of the basic financial statements. I will not express an opinion or provide any assurance on the information because the limited procedures do not provide me with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Compliance with requirements of the Oregon Minimum Standards

I have also been engaged to report on supplementary information other than RSI that accompanies financial statements. I will subject the following supplementary information to the auditing procedures applied in my audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and I will provide an opinion on it in relation to the financial statements as a whole.

Audit Objective

The objective of my audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with the modified cash basis of accounting and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. My audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures I consider necessary to enable me to express such opinions. I will issue a written report upon completion of my audit of the financial statements. My report will be addressed to the governing board and management of the City. I cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for me to modify my opinions or add emphasis-of-matter or other-matter paragraphs. If my opinions are other than unmodified, I will discuss the reasons with you in advance. If, for any reason, I am unable to complete the audit or am unable to form or have not formed opinions, I may decline to express opinions or may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, my audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. I will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from

- (1) errors,
- (2) fraudulent financial reporting,
- (3) misappropriation of assets, or
- (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because I will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by me, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, I will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to my attention. I will also inform the appropriate level of management of any violations of laws or governmental regulations that come to my attention, unless clearly inconsequential. My responsibility as auditor is limited to the period covered by my audit and does not extend to any later periods for which I am not engaged as auditor. My procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. I will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of my audit, I will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

My audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, I will express no such opinion. However, during the audit, I will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, I will perform tests of compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of my audit will not be to provide an opinion on overall compliance and I will not express such an opinion.

Other Services

I will also assist in preparing the financial statements of the City in conformity with the modified cash basis of accounting based on information provided by you.

I will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. I, in my sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with the modified cash basis of accounting.

Management is also responsible for making all financial records and related information available to me and for the accuracy and completeness of that information. You are also responsible for providing me with:

1. access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions,
2. additional information that I may request for the purpose of the audit, and
3. unrestricted access to persons within the government from whom I determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to me in the management representation letter that the effects of any uncorrected misstatements aggregated by me during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing me about all known or suspected fraud affecting the government involving:

- (1) management,
- (2) employees who have significant roles in internal control, and
- (3) others where the fraud could have a material effect on the financial statements.

Your responsibilities include informing me of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with the modified cash basis of accounting. You agree to include my report on the supplementary information in any document that contains and indicates that I have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes my report thereon. Your responsibilities include acknowledging to me in the representation letter that

- (1) you are responsible for presentation of the supplementary information in accordance with the modified cash basis of accounting
- (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the modified cash basis of accounting
- (3) the methods of measurement or presentation have not changed from those used in the prior period
- (4) you have disclosed to me any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for financial statement preparation services and any other non-attest services I provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

I may from time to time and depending on the circumstances, use third-party service providers in serving your account. I may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, I maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, I will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and I will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that I am unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, I will remain responsible for the work provided by any such third-party service providers.

It is my understanding that your employees will prepare all cash, accounts receivable, or other confirmations I request and will locate any documents selected by me for testing.

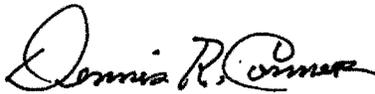
The audit documentation for this engagement is the property of the office of Dennis Conner, CPA and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Oregon Division of Audits or its designee. I will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Dennis Conner, CPA personnel. Furthermore, upon request, I may provide copies of selected audit documentation to the Oregon Division of Audits or its designee. The Oregon Division of Audits or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

I expect to begin my audit within 30 days of receiving your data and to issue my report no later than December 31st. Dennis R. Conner is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

My fee for these services will not exceed \$8,227. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, I will discuss it with you and arrive at a new fee estimate before I incur the additional costs.

I appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let me know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to me.

Very truly yours,



RESPONSE:

This letter correctly sets forth the understanding of the City of Banks.

Management Signature: _____

Title: _____ Date: _____

Council Signature: _____

Title: _____ Date: _____



WASHINGTON COUNTY

OREGON

July 24, 2020

Jolynn Becker
City Manager
City of Banks
13680 NW Main Street
Banks, OR 97106

Dear Ms. Becker,

It is my pleasure to inform you that the City of Banks has been allocated the Cities and Special Districts Assistance Grant in an **amount not to exceed \$7,567** (subject to Washington County Board of County Commissioners approval).

The allocated amount and authorization for Intergovernmental Agreement (IGA) will be presented to Washington County's Board of County Commissioners for approval on July 28th, 2020. Detailed communication regarding reporting guidelines, claims processing, compliance and other detail will follow in the draft IGA once it is approved.

Payments may not be made until after all required application materials have been received; an intergovernmental agreement has been reviewed, approved and signed by both entities; and all required accounts payable documentation is received.

Recipients may choose to receive payments via check, ACH, or LGIP transfer. Payments will be processed by the County and sent within ten working days after receiving a reimbursement request with copies of all receipts and invoices substantiating the expenditures being claimed.

With this allocation announcement letter, we have also attached a copy of your submitted amount with Washington County's interpretation of the eligibility of these costs. Washington County's interpretation does not represent the final determination by the Federal agencies overseeing the proper use of CARES Act CRF Assistance for State, Local and Tribal Governments funding. The County reserves the right to amend award amounts or contract periods as appropriate should the federal agency amend or extend the CARES Act, or if the County receives additional federal aid funding from other sources. The County will notify recipients in as timely a manner as possible should such circumstances occur.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jack Liang', is positioned above a horizontal blue line.

Jack Liang, CPA, CGMA

Director of Support Services
Chief Financial Officer
Washington County, Oregon

Department of Support Services
Finance Division
155 N First Avenue, Suite 270, MS 25, Hillsboro, OR 97124
phone: 503-846-8811 • fax: 503-846-4464
www.co.washington.or.us

**INTERGOVERNMENTAL AGREEMENT
BETWEEN WASHINGTON COUNTY AND CITY OF BANKS
For Cities and Special District Assistance Program**

This INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered between WASHINGTON COUNTY, a political subdivision of the State of Oregon, acting by and through its elected officials, hereinafter referred to as "County", and CITY OF BANKS, acting by and through its elected officials, hereinafter referred to as “Organization.” County and Organization may be jointly referred to herein as the “Parties” or individually as a “Party.”

RECITALS

1. WHEREAS, ORS 190.010 authorizes units of local government to enter into intergovernmental agreements for the performance of any or all functions and activities that a party to the agreement has the authority to perform; and
2. WHEREAS, on March 8, 2020 the Governor of Oregon declared an emergency under ORS 401.165 *et. seq.* due to the public health threat posed by the novel infectious coronavirus (COVID-19); and
3. WHEREAS, on March 11, 2020, COVID-19, which spreads person-to-person through coughing, sneezing and close personal contact, was declared a pandemic by the World Health Organization; and
4. WHEREAS on March 13, 2020 the President of the United States declared the COVID-19 outbreak a national emergency; and
5. WHEREAS on March 23, 2020, Oregon Governor Kate Brown issued Executive Order 20-12 (EO 20-12) which, among other things, ordered closure and prohibited operation of a wide range of business, restricted the operations of restaurants, bars, brew pubs, wine bars, cafes, food courts, and coffee shops, and required social distancing for other retail businesses; and
6. WHEREAS, on March 27, 2020 the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) became law and established the \$150 billion Coronavirus Relief Fund (Fund) from which the U.S. Department of the Treasury made payments to eligible units of local government, including the County; and
7. WHEREAS, the County received a payment from the Fund which, subject to the requirements of the CARES Act and 2 CFR 200, can be used to reimburse necessary expenses associated with the COVID-19 Public Health Emergency; and
8. WHEREAS, on June 2, 2020, the Washington County Board of Commissioners approved

the distribution of \$7,000,000.00 from the County's allocation of the Fund (Cities and Special Districts Assistance Program) to reimburse cities and special districts within Washington County for necessary expenses related to COVID-19 public health emergency; and

9. WHEREAS, The Washington County Cities and Special Districts Assistance Program is funded by the CARES (Coronavirus Aid, Relief, and Economic Security) Act Coronavirus Relief Fund (CRF) to provide economic relief to cities and special districts that are located primarily in Washington County for necessary expenses related to the Coronavirus Disease 2019 (COVID-19) public health emergency.
10. WHEREAS the Organization has applied for allocation of a portion of the Cities and Special Districts Assistance Program funds as a Subrecipient under the CARES Act to cover expenses already incurred or to be incurred in the form of unbudgeted necessary expenses due to the COVID-19 public health emergency; and
11. WHEREAS, the County desires to provide the Organization a portion of the Cities and Special Districts Assistance Program funds to reimburse the Organization for unbudgeted expenses for needs made necessary by the COVID-19 public health threat;

AGREEMENT

NOW, THEREFORE, the premises being in general as stated in the foregoing recitals and in consideration of the terms, conditions and covenants set forth below, the parties agree as follows:

Article 1 COUNTY OBLIGATIONS

- 1.1 County shall distribute at total of up to \$7,567 from the Cities and Special Districts Assistance funds within ten days of receipt of the required reports including backup documentation for actual incurred expenses from Organization.
- 1.2 Review all monthly reports and reimbursement requests promptly and request any further clarifying documentation or information from Organization to verify and approve reports and requests.

Article 2 ORGANIZATION OBLIGATIONS

- 2.1. Organization may request reimbursement from the County for up to \$7,567 of the Cities and Special Districts Assistance funds in their initial report and following monthly reports for actually incurred eligible expenditures.
- 2.2. Organization shall submit an initial report with reimbursement request no later than August 15th, 2020 to the County for expenditures actually incurred from March 1st, 2020 through July 31st, 2020 to be reimbursed with Cities and Special Districts Assistance funds. This report and all other reports shall include copies of

all receipts, invoices, payroll reports, or other relevant backup for all expenditures that the award recipient is asking to be reimbursed for. All reports and documentation are to be submitted to the Program Coordinator, Daniel Amaro, Daniel_Amaro@co.washington.or.us

- 2.3. Organization shall submit monthly reports and reimbursement requests on or before the 15th day of each month following the initial report for the previous month's actually incurred expenditures that are to be reimbursed by the County (for example: September 15th's report contains August 1st through August 31st expenditures).
- 2.4. Organization shall submit a Final report and reimbursement request on or before November 30th, 2020 for expenditures incurred between November 1st, 2020 through November 15th, 2020.
- 2.5. Organization shall promptly provide any documentation requested by County in relation to the Cities and Special Districts Assistance Program.
- 2.6. Organization shall make available to Washington County Finance a final copy of all Organization's audits that cover any period during which CARES Act grant funds were expended.
- 2.7. Organization shall adhere to any and all compliance requirements from the federal government regarding Federal grant funds, as well as any additional guidance or restrictions on the funds instituted by the County.
- 2.8. Organization shall send updated insurance COI's for the duration of the agreement as they come available to the Contract Administrator, Will Culver, Will_Culver@co.washington.or.us
- 2.9. Organization will ensure all expenditures covered by the Cities and Special Districts Assistance funds will be for programs and program costs that comply with the CARES Act.
- 2.10. Organization understands and agrees that while a broad range of activities, services and programs may be authorized under the CARES Act, the County recommends Organization only cover internal expenditures as allowed by the CARES Act. In any case, the Organization agrees to cover only its own expenditures that may be eligible expenditures under the CARES Act with the Cities and Special Districts Assistance funds and may not distribute funds to any other subrecipient for any reason.
- 2.11. Organization will ensure the monies provided from the Cities and Special Districts Assistance funds only and exclusively cover those expenditures and costs already incurred or to be incurred and:

- 2.11.1. Are necessary expenditures incurred due to the public health emergency with respect to the COVID-19 within the meaning the CARES Act; and
 - 2.11.2. Were not accounted for in the Organization's most recently approved budgets as of March 27, 2020; and
 - 2.11.3. Were incurred during the period that begins March 1, 2020 and ends on November 15th, 2020.
- 2.12. Organization will not use any of the Cities and Special Districts Assistance funds provided by the County as a revenue replacement for lower than expected tax or other revenue collections or for any other purpose not allowed by the CARES Act.
- 2.13. Organization will ensure all use of the Cities and Special Districts Assistance funds will adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. Organization will review the guidance established by the U.S. Department of Treasury and will warrant that all expenditures have met the required guidance.
- 2.14. Organization will not use the Cities and Special Districts Assistance funds for expenditures for which the Organization has already received any other emergency COVID-19 supplemental funding for the same expenditure.
- 2.15. In the event Organization uses the Cities and Special Districts Assistance funds to reimburse expenditures for a qualifying expense and subsequently receives additional emergency COVID-19 supplemental funding to reimburse the Organization for the same qualified expense, the Organization will return to the County an amount equal to the Cities and Special Districts Assistance funds the Organization used to reimburse expenditures for the same program or expense. The return of Cities and Small Districts Assistance funds from the Organization to the County will occur within thirty (30) days of receipt of the additional supplemental funds.
- 2.16. Organization will retain all necessary documentation of all uses of the Cities and Special Districts Assistance funds including but not limited to invoices and receipts in a manner consistent with §200.333 Retention requirements for records of 2 CFR 2 Part 200 Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards (Uniform Guidance). Such documentation shall be produced to the County upon request and may be subject to audit by the County or County's authorized agent.
- 2.17. Organization will comply with all terms in Attachment R, Federal Grant Funds, 2 CFR Part 200, Appendix II.

Article 3 GENERAL PROVISIONS

3.1 LAWS OF OREGON

The parties shall comply with all applicable laws and regulations regarding the handling and expenditure of public funds. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon.

3.2 DEFAULT

Time is of the essence in the performance of the Agreement. Either party shall be deemed to be in default if it fails to comply with any provisions of this Agreement. The non-defaulting party shall provide the other party with written notice of default and allow thirty (30) days within which to cure the defect.

3.3 INDEMNIFICATION

This Agreement is for the benefit of the parties only. Organization agrees to indemnify and hold harmless the County, and its elected officials, directors, officers, employees, and agents, from and against all claims, demands and causes of actions and suits of any kind or nature for personal injury, death or damage to property on account of or arising out of services performed, the omissions of services or in any way resulting from the negligent or wrongful acts or omissions of the indemnifying party and its officers, employees and agents. To the extent applicable, the above indemnification is subject to and shall not exceed the limits of liability of the Oregon Tort Claims Act (ORS 30.260 through 30.300). Organization shall give County immediate written notice of any action or suit filed or any claim made against the County that may result in litigation in any way related to this Agreement. County retains the right, in its discretion, to defend any action with Counsel of this choosing.

3.4 INSURANCE

Organization shall maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.

3.5 MODIFICATION OF AGREEMENT

No waiver, consent, modification or change of terms of this Agreement shall be binding unless in writing and signed by both Parties. The Parties agree that this Agreement may require modification as additional guidance becomes available.

3.6 DISBURSEMENTS REMAIN SUBJECT TO RECOVERY

All disbursements and payments under this Agreement, remain subject to recovery from Organization in accordance with the following:

i. Notice of Underexpenditure, Overexpenditure, or Misexpenditure.

If County finds there has been an underexpenditure, overexpenditure or misexpenditure of moneys disbursed under this Agreement, County shall provide Organization with written notice thereof, with a detailed spreadsheet providing supporting data of an underexpenditure, overexpenditure or misexpenditure, and County and Organization shall engage in the process described in the Recovery of Underexpenditure, Overexpenditure or Misexpenditure section below.

ii. Recovery of Underexpenditure, Overexpenditure or Misexpenditure.

(a) Organization's Response. Organization shall have 90 calendar days from the effective date of the notice of underexpenditure, overexpenditure or misexpenditure or from the date of receipt of the notice, whichever is later, to pay County in full or notify County that it wishes to engage in the appeals process set forth in the Appeals Process section below. If Organization fails to respond within that 90 calendar-day time period, Organization shall promptly pay the noticed underexpenditure, overexpenditure or misexpenditure.

(b) Appeals Process. Upon receipt of the final notice, if Organization notifies County that it wishes to engage in the Appeals Process, Organization and County shall engage in non-binding discussions to give the Organization an opportunity to present reasons why it believes that there was no underexpenditure, overexpenditure or misexpenditure, or that the amount of the underexpenditure, overexpenditure or misexpenditure was different than the amount identified by County, and to give County the opportunity to reconsider its notice. Organization and County may negotiate an appropriate apportionment of responsibility for the repayment of an underexpenditure, overexpenditure or misexpenditure. At Organization request, County will meet and negotiate with Organization in good faith concerning appropriate apportionment of responsibility for repayment of an underexpenditure, overexpenditure or misexpenditure. In determining an appropriate apportionment of responsibility, Organization and County may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If County and Organization reach agreement on the amount owed to County, Organization shall promptly repay that amount to County by issuing payment to County. If County and Organization are unable to agree to whether there has been an underexpenditure, overexpenditure or misexpenditure or as to the amount

owed, the parties may agree to consider further appropriate dispute resolution processes, including mediation and arbitration.

3.7 DISPUTE RESOLUTION

The Parties shall attempt to informally resolve any dispute concerning any Party's performance or decisions under this Agreement, or regarding the terms, conditions or meaning of this Agreement. A neutral third party may be used if the parties agree to facilitate these negotiations. In the event of an impasse in the resolution of any dispute, the issue shall be submitted to the governing bodies of both parties for a recommendation or resolution.

3.8 REMEDIES

Subject to the provisions in paragraph 3.6 and 3.7, any Party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of this Agreement. All legal actions shall be initiated in Washington County Circuit Court. The Parties, by signature of their authorized representatives below, consent to the personal jurisdiction of that court.

3.9 EXCUSED PERFORMANCE

In addition to the specific provisions of this Agreement, performance by any party shall not be in default where delay or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of GOD, governmental restrictions imposed on or mandated by governmental entities other than the parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within the reasonable control to the party to be excused.

3.10 SEVERABILITY

If any one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of the Agreement will not be affected or impaired in any way.

3.11 INTEGRATION

This Agreement is the entire agreement of the parties on its subject and supersedes any prior discussions or agreements regarding the same subject.

Article 4 TERM OF AGREEMENT and SURVIVAL

4.1 This Agreement becomes effective on the last date signed below and shall

terminate on December 30th, 2020, unless extended by mutual written consent of the Parties.

- 4.2 Organization Obligations 2.15, 2.16 and 2.17 and General Provisions 3.3, 3.6 and 3.8 shall survive termination or expiration of this Agreement.

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

WASHINGTON COUNTY, OREGON

AUTHORIZED SIGNATURE

DATE

PRINTED NAME

TITLE

RECORDING SECRETARY SIGNATURE

DATE

PRINTED NAME

CITY OF BANKS

AUTHORIZED SIGNATURE #1

DATE

PRINTED NAME

TITLE

AUTHORIZED SIGNATURE #2

DATE

PRINTED NAME

TITLE

CITY RECORDER SIGNATURE

DATE

PRINTED NAME

APPROVED AS TO FORM:

COUNTY

CITY

COUNTY COUNCIL SIGNATURE

CITY ATTORNEY SIGNATURE

PRINTED NAME

PRINTED NAME

DATE

DATE

ATTACHMENT R
Intergovernmental Agreement ONLY
COVID-19 RESPONSE

Required for all Agreements that are funded in whole or in part by Federal Grant Funds
Clauses required in non-Federal entity's contracts
Source: 2 CFR Part 200, Appendix II

Catalog of Federal Domestic Assistance (CFDA) number(s) of federal funds to be paid through this Agreement: 21.019

Contractor or Sub-Recipient Determination - Washington County determines that:

Recipient is a sub-recipient; OR Recipient is a contractor

AUDIT CLAUSES

Recipient shall comply with the following applicable provisions below.

Audits/Costs

- A. Recipients receiving federal funds in excess of \$750,000 from all sources in the Recipient's fiscal year are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Subrecipient, if subject to this requirement shall at Recipient's own expense submit to County a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted to County the annual audit of any subrecipients(s), contractor(s), or subcontractor(s) of Subrecipient responsible for the financial management of funds received under this Agreement.

- B. Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Subrecipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform and audit, costs for performance of that audit shall not be charged to the grant.

- C. Subrecipient shall save, protect and hold harmless County from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the County.

Maintenance of Financial Records

Recipient must maintain auditable financial records per generally accepted accounting principles and in accordance with OAR 309-013-0075 through 0220 and in sufficient detail to permit County or the State to verify how any payments received under this Agreement were expended.

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Access to Records

Recipient agrees to permit a program reviewer or an auditor of the Federal, State, or County government or their agents to have access to records and financial statements as may be necessary. Access to records by the County or State may be with notice or without notice. Any refunds to or disallowances by the Federal Government, the State, or the County resulting from audits shall be the sole responsibility of Recipient for payment to the Federal Government, the State, or the County.

Cost Principles

The parties agree to comply with any applicable cost principles established for determining the allowable costs incurred as set forth in 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), OR circulars superseded by 2 CFR 200 (OMB Circular A-87 (State and Local Governments), OMB Circular A-122 (Nonprofit Organizations), OMB Circular A-21 (Institutions of Higher Learning), 45 CFR Part 74 (Appendix E Hospitals), FAR 48 Subpart 31.2 (For profit Organizations). The parties further agree to comply with, as applicable, the administrative standards for grants set forth in 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

Financial Reports

Recipients determined to be sub-recipients of Federal funds who receive Federal awards during the current contract year from County shall provide County with a Financial Report prepared in accordance with generally accepted accounting principles upon which an independent certified public accountant has expressed an opinion. Such report shall account for funds received during the County's fiscal year, July 1 through June 30, or any part of the County's fiscal year occurring during the term of this Agreement. The report must be submitted within six months of the Recipient's fiscal year end. If the Recipient is unable to meet the deadline, they may request, in writing, an extension of up to three months. Failure to provide County with the annual Financial Report may result in withholding of payments due to the Recipient or termination of this agreement. If the Recipient has a different fiscal year from the County, then the report shall account for funds received during the Recipient's fiscal year.

Expenditure Records

Recipient shall document the expenditure of all funds paid to Recipient under this Agreement. Unless applicable federal law requires Recipient to utilize a different accounting system, Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit County to verify how the funds paid to Recipient under this contract were expended.

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I. **Government Entity (Recipient) shall comply with all applicable provisions below.**

(A) **Administrative, contractual, or legal remedies** are addressed in the Intergovernmental Agreement (Sections 6, 8, 9, and 10) as well as any other applicable provisions in the Agreement and Attachments

(B) **Termination provisions** are addressed in the Intergovernmental Agreement (Section 6) as well as any other applicable provisions in the Agreement and Attachments

(C) **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** If required by the federal funding source and if this Agreement is a prime construction contract in excess of \$2,000, Recipient shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5 “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). If this section applies, Recipient must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Recipient must pay wages not less than once a week. If applicable, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation. The decision to award a Contract is conditioned upon the acceptance of the wage determination. If applicable, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation. If applicable, Recipient must accept the wage determination. If applicable, County will report all suspected or reported violations by Recipient to the Federal awarding agency. If applicable, Recipient must comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Government Entities and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Recipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. If applicable, County will report all suspected or reported violations by Recipient to the Federal awarding agency.

(E) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the amount of this contract exceeds \$100,000 and involves the employment of mechanics or laborers Recipient shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR

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Part 5). Under 40 U.S.C. 3702 of the Act, if applicable, Recipient shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the funding for this Contract meets the definition of “funding agreement” under 37 CFR 401.2(a) and Contract is a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under this Agreement, Recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the federal awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). If the amount of this contract exceeds \$150,000 Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689).

Government Entity Certification Regarding Debarment, Suspension, Proposed Debarment and other Responsibility Matters. The Government Entity certifies to the best of its knowledge and belief that neither it nor any of its principals:

- a. Are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;
- b. Have within a three-year period preceding this offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;
- c. Are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 15.2 of this certification;
- d. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.

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- e. Are on the list titled “Specially Designated Nationals and Blocked Persons” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <http://www.treas.gov/offices/enforcement/ofac/sdn/t1/sdn.pdf>
- f. Are out of compliance with the tax laws of Oregon and all tax laws of political subdivisions of the State of Oregon, including, but not limited to, ORS 305.620 and ORS chapters 316, 317 and 318. Washington County may terminate the contract if Government Entity fails to comply with any tax laws during the term of the contract.

(I) 2 CFR Section 200.322 Procurement of recovered materials. Government Entity must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) By signing this Agreement, the Recipient certifies, to the best of the Recipient's knowledge and belief that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.
- c. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any

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person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- e. No part of any federal funds paid to Recipient under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
- f. No part of any federal funds paid to Recipient under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g. The prohibitions in subsections 5 and 6 of this section shall include any activity increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to Recipient under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

II. FEMA Required Language:

(A) To be eligible for FEMA assistance under the County's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or construction change must be allowable, allocable, within the scope of the County's grant or cooperative agreement, and for the completion of project scope. All changes to this Agreement to alter the method, price or schedule of work must be approved by written amendment to this Agreement signed by both parties.

(B) Access to Records: In addition to any other term or condition regarding access to records in this Agreement, Government Entity agrees to provide the FEMA administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Government Entity which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcripts. The Government Entity agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as

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reasonably needed. The Government Entity agrees to provide the FEMA Administrator or his/her authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

- (C) Government Entity shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- (D) Government Entity acknowledges that FEMA financial assistance will be used to fund this Agreement only and can be used for no other purposes. Government Entity will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- (E) The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Government Entity, or any other party pertaining to any matter resulting from this Agreement.
- (F) Government Entity acknowledges that 31 USC Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Government Entity's actions pertaining to this Agreement.

*III. **HIPAA Compliance.*** If the work performed under this Contract is covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), Government Entity agrees to perform the work in compliance with HIPAA.

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Information Required by 2 CFR 200.331 (a)

1. CFDA Number: 21.019
CFDA Name: CARES Act - Coronavirus Relief Fund
Amount: \$ 0.00
2. Federal Award Identification:
- i. Contractor name (must match DUNS name):

 - ii. Contractor DUNS number: _____
 - iii. Federal Award Identification Number (FAIN): N/A
 - iv. Federal Award Date: March 27, 2020
 - v. Sub-Award Period of Performance Start/End Dates: From: _____ To: _____
 - vi. Total Amount of Federal Funds Obligated by this Agreement: \$ 0.00
 - vii. Total Amount of Federal Award Obligated to the Subrecipient by the pass-through Entity: \$ 0.00
 - viii. Total Amount of Federal Award Committed to the Subrecipient by the pass-through Entity: \$ 0.00
 - ix. Federal Award Project Description:

 - x. Name of Federal Awarding Agency, pass-through Entity, and contact information for awarding official of the pass-through entity:
 - a. Name of Federal Awarding Agency: U. S. Treasury
 - b. Name of pass-through Entity: Washington County, OR
 - c. Contact information for awarding official of the pass-through Entity:
Sia Lindstrom sia_lindstrom@co.washington.or.us
 - xi. Washington County Program Name:

 - xii. Is Award R&D? Yes
 - xiii. Indirect Cost Rate for Federal Award: 0%



CITY OF BANKS PUBLIC HEARING NOTICE OF CITY OF BANKS

A Public Hearing of the City Council of the City of Banks, Washington County, State of Oregon, to discuss Resolution No. 2020-22, a Resolution Granting an Exemption from Competitive Bid Requirements and Authorizing Execution of a Contract with Five Star Builders to Design and Construct a "Welcome to Banks" Monument Sign, not to Exceed \$20,000. A copy of the Resolution is available on the City's website, at City Hall or on request from the City Recorder. **This meeting will be held remotely via Zoom on August 11, 2020 to begin no earlier than 7:00 pm.**

COVID-19: Due to the Governor's Emergency Declarations resulting from COVID-19 (Coronavirus disease) and protocols, the City of Banks is limiting in-person contact and encouraging social distancing.

The City Council Meeting will be conducted remotely by video conferencing.

This is a public meeting where the Banks City Council will take public testimony, deliberate, and consider adoption of this Resolution. To provide public testimony during the hearing, you may testify by telephone or Zoom, and all manner of written public comment will be accepted via e-mail. **E-mail City Recorder, Angie Lanter alanter@cityofbanks.org, at least 24 hours prior to the public hearing to sign up to testify or to submit written comments.**

TO LISTEN TO THIS MEETING LIVE

Use the ZOOM App on your electronic device and the following link:

<https://us02web.zoom.us/j/87380092908?pwd=TEZ1ZmZFUGtqU2YwbThPVXkzUzhWZz09>

Meeting ID: 873 8009 2908

Password: 949577

If using phone only (no internet) call 1-253-215-8782

Meeting ID: 873 8009 2908

Password: 949577

Posted: July 29, 2020
Published: July 29, 2020



RESOLUTION NO. 2020-22

A Resolution Granting an Exemption from Competitive Bid Requirements and Authorizing Execution of a Contract with Five Star Builders to Design and Construct a “Welcome to Banks” Monument Sign, not to Exceed \$20,000.

WHEREAS, the City’s Economic Development Commission considered and recommended that the City design and construct a monument sign at the south entrance to the city; and

WHEREAS, Five Star Builders is a local builder who is qualified and capable of designing and constructing the monument sign recommended by the Economic Development Commission and who prepared a preliminary estimate of the cost to design and construct the monument sign in the amount of \$56,324.36 and offered to donate all but \$20,000 of that cost to the City; and

WHEREAS, under the current cost estimate, Five Star Builders proposes to donate at least \$36,324.36 of the total cost of designing and constructing the monument sign, leaving a maximum of \$20,000 for the City to pay; and

WHEREAS, BCO 36.070 considers a contract for goods and services between \$5,000 and \$100,000 to be an intermediate procurement, for which BCO 36.070 and ORS 279B.070(3) require three informally solicited price quotes. ORS 279B.070(4) provides that the selection in an intermediate procurement should be based on the quote or proposal that best serves the City’s interests taking into account price, experience, expertise, contractor responsibility, the end result of the project in question, and other factors; and

WHEREAS, Five Star’s offer to donate the entire cost of the monument sign design and construction less \$20,000 is a significant donation to the City and provides a significant cost savings to the City for this project and makes it highly unlikely that any competitive quotes could meet or exceed the public benefit of Five Star’s offer; and

WHEREAS, BCO 36.09(D) allows an exemption to the public bidding requirements that would normally apply when the following requirements are met:

- (a) It is unlikely that the exemption will encourage favoritism in the awarding of public improvement contracts or substantially diminish competition for public improvement contracts; and

- (b) The awarding of public improvement contracts under the exemption will result in substantial cost savings to the city.

WHEREAS, in granting an exemption under BCO 36.09(D), the city, when appropriate, shall use alternate contracting methods that take account of market realities and modern practices and are consistent with the public policy of encouraging competition and shall hold a public hearing on the question before adopting the exemption to the public bidding requirements; and

WHEREAS, the City advertised the proposed exemption to the intermediate procurement procedures for a contract with Five Star Builders more than 14 days prior to the City Council's regular August 11, 2020 meeting; and

WHEREAS, at its regular August 11, 2020 meeting the City Council convened a public hearing on the question of whether to allow an exemption from the normal procurement procedures in accepting a donation from Five Star Builders as reflected in its proposal attached as Exhibit A to this Resolution, for the design and construction of a "Welcome to Banks" monument sign, at which time it accepted all manner of public comment and testimony.

NOW, THEREFORE BE IT RESOLVED that, pursuant to BCO 36.09(D), the Banks City Council finds that the award of a contract not to exceed \$20,000, for the design and construction of a monument sign as reflected in Exhibit A will not encourage favoritism in the awarding of public improvement contracts or substantially diminish competition for public improvement contracts because of the significant contribution and donation that Five Star Builders has committed to make toward this project. The magnitude of Five Star's contribution to this project also will result in substantial cost savings to the City because the City's contribution is limited to \$20,000 for the design and construction of the monument sign.

IT IS FURTHER RESOLVED that, pursuant to BCO 36.09(D), the Banks City Council hereby grants an exemption to the competitive intermediate procurement requirements applicable to the contract for the design and construction of a "Welcome to Banks" monument sign, as reflected in the proposal from Five Star Builders and attached hereto as Exhibit A. The amount of the City's expenditure in this contract shall not exceed \$20,000.

IT IS FURTHER RESOLVED that the City Manager is authorized to award and execute a contract with Five Star Builders for the design and construction of a new "Welcome to Banks" monument sign as described in Exhibit A, attached hereto, in a contract amount not to exceed \$20,000.

Approved, Adopted, and Effective this 11th day of August 2020 by the Banks City Council.

Mayor Peter Edison

Attest:

City Recorder: Angie Lanter

PUBLIC COMMENTS

Angie Lanter

From: Kathy <kgailf@yahoo.com>
Sent: Wednesday, July 29, 2020 5:24 PM
To: Angie Lanter
Subject: Resolution

Getting rid of competitive bidding for a city project smells of "good ol boy" syndrome. Of course, I've seen that in action before and the wonderful city council doesn't mind it at all.

How much is this going to cost us taxpayers?? Another bond maybe to widen a street or add sewer service? Does five star get a tax exemption??

Another terrific idea.

Kathleen Fleming

CITY OF BANKS PUBLIC NOTICE
--

NOTICE IS HEREBY GIVEN THAT a **virtual public hearing will be held by the City of Banks City Council at or shortly after 6:30 PM on August 11, 2020** Join Zoom Meeting: <https://us02web.zoom.us/j/87380092908?pwd=TEZ1ZmZFUGtqU2YwbThPVXkzUzhWZz09> or dial 1-253-215-8782 (Meeting ID is 873 8009 2908, and Meeting Passcode is 949577) to consider the following:

Proposal: Adoption of a ballot title and legal description to annex portions of multiple properties adjacent to the west side of NW Main Street that are surrounded by city limits. No land would be annexed into the City of Banks at the hearing as annexations initiated by the City require voter approval. If the ballot title and legal description are approved by the City Council, the measure would appear on the November ballot.

Criteria: Banks City Municipal Code Chapter 30.01 Annexation Policies and Procedures and Chapter 30.05 Annexation by Election; Banks Comprehensive Plan Goal 14 Urbanization Policy 3.

Providing Public Testimony

The public hearing on this matter will be conducted pursuant to the rules of procedure adopted by the City Council. To provide public testimony during the hearing, you may testify by telephone or by Zoom. Please email alanter@cityofbanks.org or jbecker@cityofbanks.org at least 24 hours prior to the meeting with the following information:

- First and Last Name
- Email Address
- Phone Number
- Full Address
- How you would like to provide testimony? (Specify an option below)
 - By phone, if by phone -what number will you call from?
 - Online via Zoom
- Meeting Date and the Item you are interested in.
- At which point in the meeting would you like to speak? (Specify an option below)
 - Testimony in favor of the application.
 - Testimony neutral to the application.
 - Testimony in opposition of the application.
- Are you providing testimony as an Individual or Group? If you are a group, please provide your group's name and the number of people with comments.

After submission of your email, you will receive a confirmation receipt. Or, you may call city staff at 503-324-5112, to register to provide testimony via telephone or Zoom. Please call at least 24 hours prior to the meeting.

Oral or written testimony may also be provided prior to the hearing by calling 503-324-5112, contacting the City Recorder at alanter@cityofbanks.org, or mailing to 13680 NW Main Street, Banks, OR 97106.

What to Expect During the Hearing:

- You will hear the City Council and Staff and see them on your screen, but they will not see you.
- Your microphone will remain muted until the designated times for public comment and/or testimony.
- When it is your time to provide testimony, your name will be called, and your microphone will be unmuted by the meeting facilitator.
- State your name when you begin speaking.
- For optimal audio, please speak slowly and clearly into your microphone/phone.

- Once you have provided your comment, your microphone will be muted.
- If you encounter technical difficulties during the meeting, please refer to Zoom Support here <https://support.zoom.us/hc/en-us>.

To join online or by phone via Zoom:

Topic: City of Banks City Council Meeting – Tuesday, August 11, 2020

If joining via the Zoom Application:

<https://us02web.zoom.us/j/87380092908?pwd=TEZ1ZmZFUGtqU2YwbThPVXkzUzhWZz09>

Meeting ID 873 8009 2908

Passcode: 949577

If joining via phone:

1-253-215-8782

Meeting ID 8763 8009 2908

Passcode 949577

If joining via phone, the following commands can be entered:

*6 - Toggle mute/unmute

*9 - Raise hand

If you encounter technical difficulties during the meeting, please contact alanter@cityofbanks.org.

For questions or comments regarding this matter, please contact Jolynn Becker, City Manager, (503) 324-5112.

CITY OF BANKS, OREGON

By: Jolynn Becker

Banks City Manager

Mailed: July 29, 2020

Posted: July 29, 2020

Published: July 29, 2020

RESOLUTION NO. 2020-23



RESOLUTION NO. 2020-23

A Resolution Granting Preliminary Approval for the Annexation of an Island of Approximately 1.03 acres Surrounded by the City and Authorizing a Public Vote on the Annexation Request (Island Annexation)

The City Council for the City of Banks adopts the following findings:

WHEREAS, the City approved an owner-initiated annexation in 2017 (AN 16-01) which left in place 21 lots that were split with the back 10 to 30 feet of each lot being located in unincorporated Washington County, the front portions in the City of Banks, and the unincorporated strip of these lots forming a ~1.03 acre island surrounded by the City of Banks; and

WHEREAS, the 2017 annexation was approved by the City's voters, and now the City Council desires to annex the island created by the 2017 annexation, which consists of the back (western) approximately 10 to 30 feet of 21 lots; and

WHEREAS, the 1.03 acres comprising a portion of 21 lots is surrounded by and adjacent to land within the City limits, is eligible for annexation (the "Annexation Territory") – more specifically described in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, to warrant annexation approval, the Annexation Territory must be within the City's Urban Growth Area and contiguous with the city boundary, meet the requirements in Section 30.02 of the Banks Code of Ordinances ("BCO"), and be approved by a simple majority of the electorate voting in an election on the question of annexation; and

WHEREAS, the City Council convened a duly noticed public hearing on August 11, 2020 to take public testimony, evaluate the proposal, the record and the annexation approval standards, and to determine if those approval standards are met in this case.

NOW, THEREFORE, BE IT RESOLVED by the Banks City Council and based on the foregoing findings, the entire record compiled in this matter, all public testimony and evidence and the applicable annexation approval standards, that the Annexation Territory, more specifically described in Exhibit A, meets the applicable annexation approval requirements.

BE IT FURTHER RESOLVED that, pursuant to Section 3 of the Banks City Charter, the question of whether to annex the Annexation Territory shall be referred to the City's electorate for final approval by a majority of those voting. To this end, the City Attorney shall prepare a suitable ballot title, and the City Recorder shall advertise the ballot title in accordance with state law. If there are no challenges to the ballot title within seven days of its publication, the City Recorder shall forward the ballot title to the Washington County Elections Official for placement on the November 3, 2020 ballot.

Approved, Adopted, and Effective this 11th day of August 2020 by the Banks City Council.

Mayor Peter Edison

Attest:

City Recorder: Angie Lanter



AKS ENGINEERING & FORESTRY, LLC
12965 SW Herman Road, Suite 100, Tualatin, OR 97062
P: (503) 563-6151 | www.aks-eng.com

AKS Job #6112-01

OFFICES IN: BEND, OR - KEIZER, OR - TUALATIN, OR - VANCOUVER, WA

EXHIBIT A

City of Banks Annexation Description

Two tracts of land located in the Northwest One-Quarter of Section 31, Township 2 North, Range 3 West, Willamette Meridian, City of Banks, Washington County, Oregon, and being more particularly described as follows:

Beginning at the northwest corner of Lot 7, Block 9 of the plat "First Addition to Banks", Washington County Plat Records; thence along the west line of said plat, South 965.0 feet, more or less, to the north line of Document Number 2011-049904, Washington County Deed Records, also being Reference Point 'A'; thence along said north line, West 30.0 feet, more or less, to the northwest corner of said deed, also being on a line which is parallel with and 30.0 feet, more or less, westerly of, when measured at right angles to, said west line; thence along said parallel line, North 965.0 feet, more or less, to the westerly extension of the north line of said Lot 7; thence along said westerly extension, East 30.0 feet, more or less, to the Point of Beginning.

Together with;

Beginning at the aforementioned Reference Point 'A'; thence along the west line of said plat, South 60.0 feet, more or less, to the south line of said Document Number 2011-049904, and the Point of Beginning; thence continuing along said west line, South 527.0 feet, more or less, to the southwest corner of Lot 8, Block 10 of said plat; thence along the westerly extension of the south line of said Lot 8, West 30.0 feet, more or less, to a line which is parallel with and 30.0 feet, more or less, westerly of, when measured at right angles to, said west line; thence along said parallel line, North 527.0 feet, more or less, to the southwest corner of said Document Number 2011-049904; thence along the north line of said deed, East 30.0 feet, more or less, to the Point of Beginning

The above described tracts of land contain 1.03 acres, more or less.

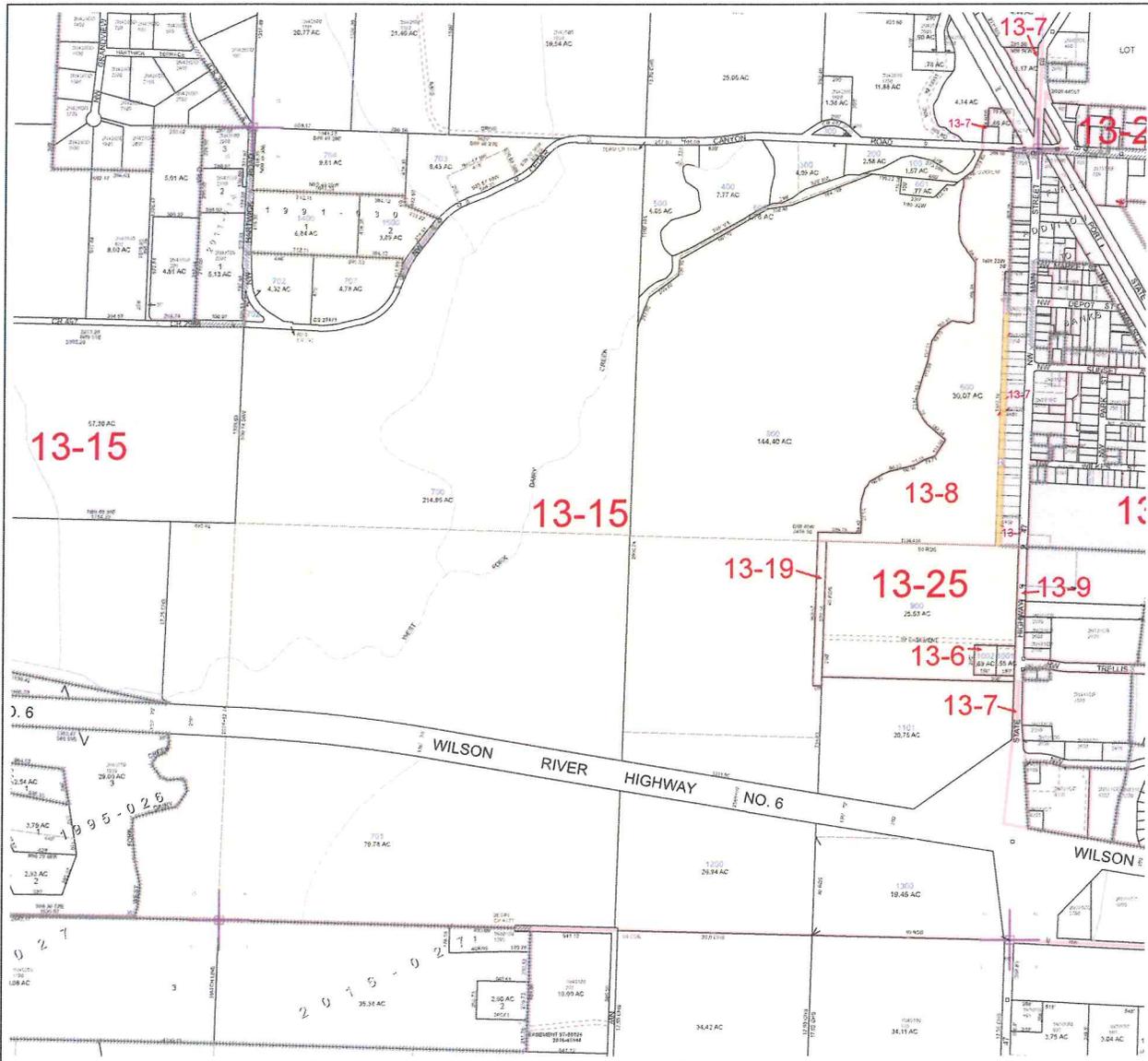
The Basis of Bearings for this description is per the record bearings and distances of said plat "First Addition to Banks".

7/31/2020

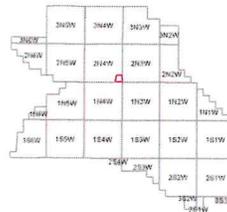
REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JANUARY 9, 2007
NICK WHITE
70652LS

RENEWS: 6/30/22



2N436



WASHINGTON COUNTY OREGON
SECTION 36 T2N R4W W.M.
SCALE 1" = 400'

30	31	32	33	34	35	36	37
1	6	5	4	3	2	1	6
12	7	8	9	10	11	12	7
13	18	17	16	15	14	13	18
24	19	20	21	22	23	24	19
25	30	29	28	27	26	25	30
36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6

FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT
www.co.washington.or.us

BB	BA	AB	AA
B	B	A	A
BC	BD	AC	AD
CB	CA	DB	DA
C	C	D	D
CC	CD	DC	DD

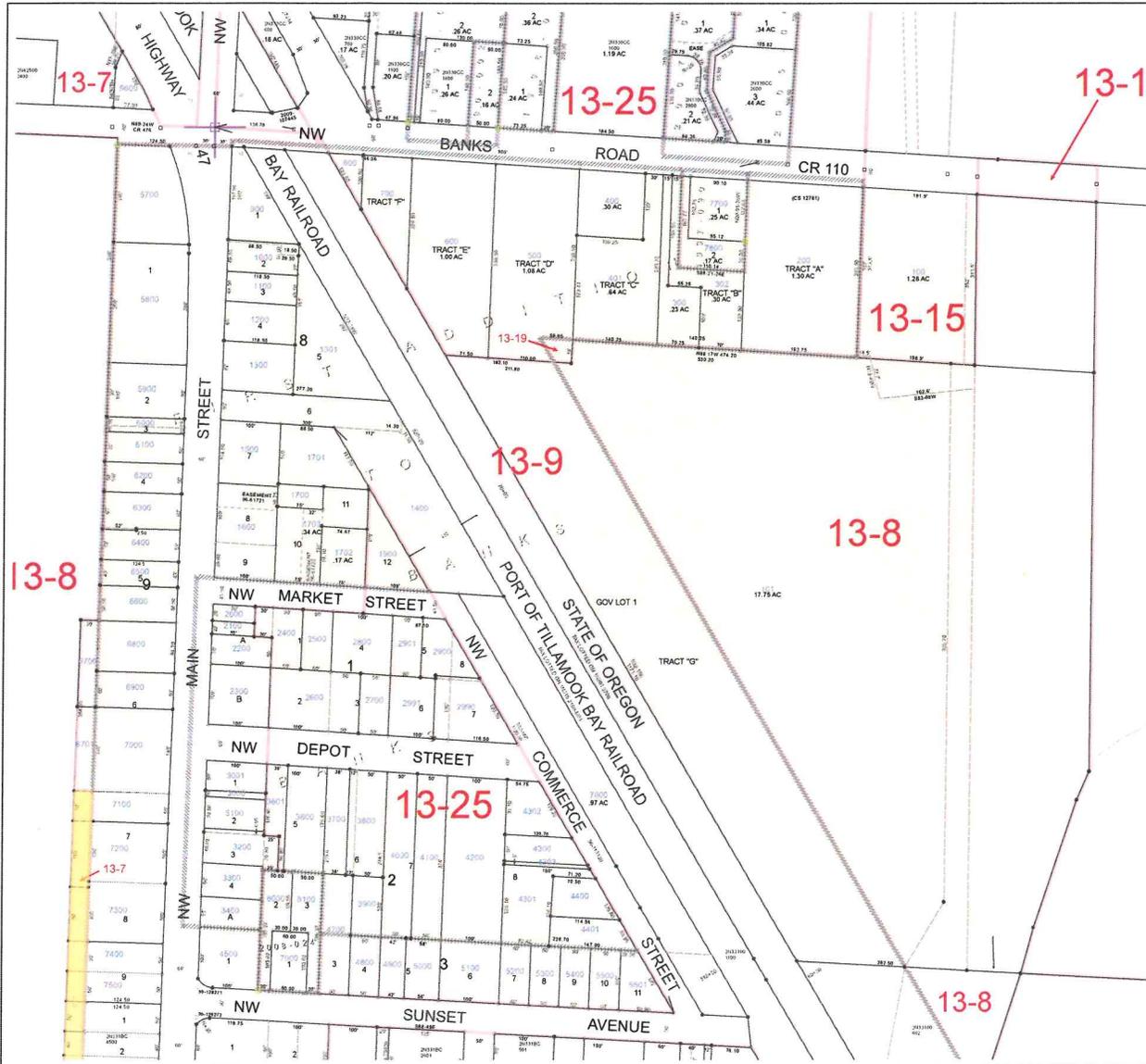
Cancelled Taxlots For: 2N436
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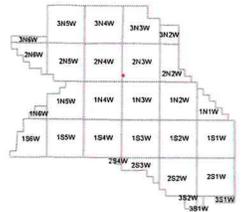
PLOT DATE: 12/10/2019
Revision: 0
**FOR ASSESSMENT PURPOSES
ONLY - DO NOT RELY ON
FOR OTHER USE**

Map areas delineated by other gray shading or a cross-hatched pattern are for reference only and may not indicate the most current property boundaries. Please consult the appropriate map for the most current delineation.

BANKS
2N436



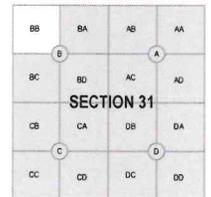
2N331BB



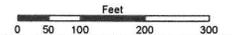
WASHINGTON COUNTY OREGON
NW 1/4 NW 1/4 SECTION 31 T2N R3W W.M.
SCALE 1"= 100'

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13	18	17	16	15	14	13	18
24	19	20	21	22	23	24	19
25	30	29	28	27	26	25	30
36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6

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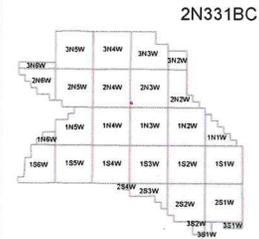
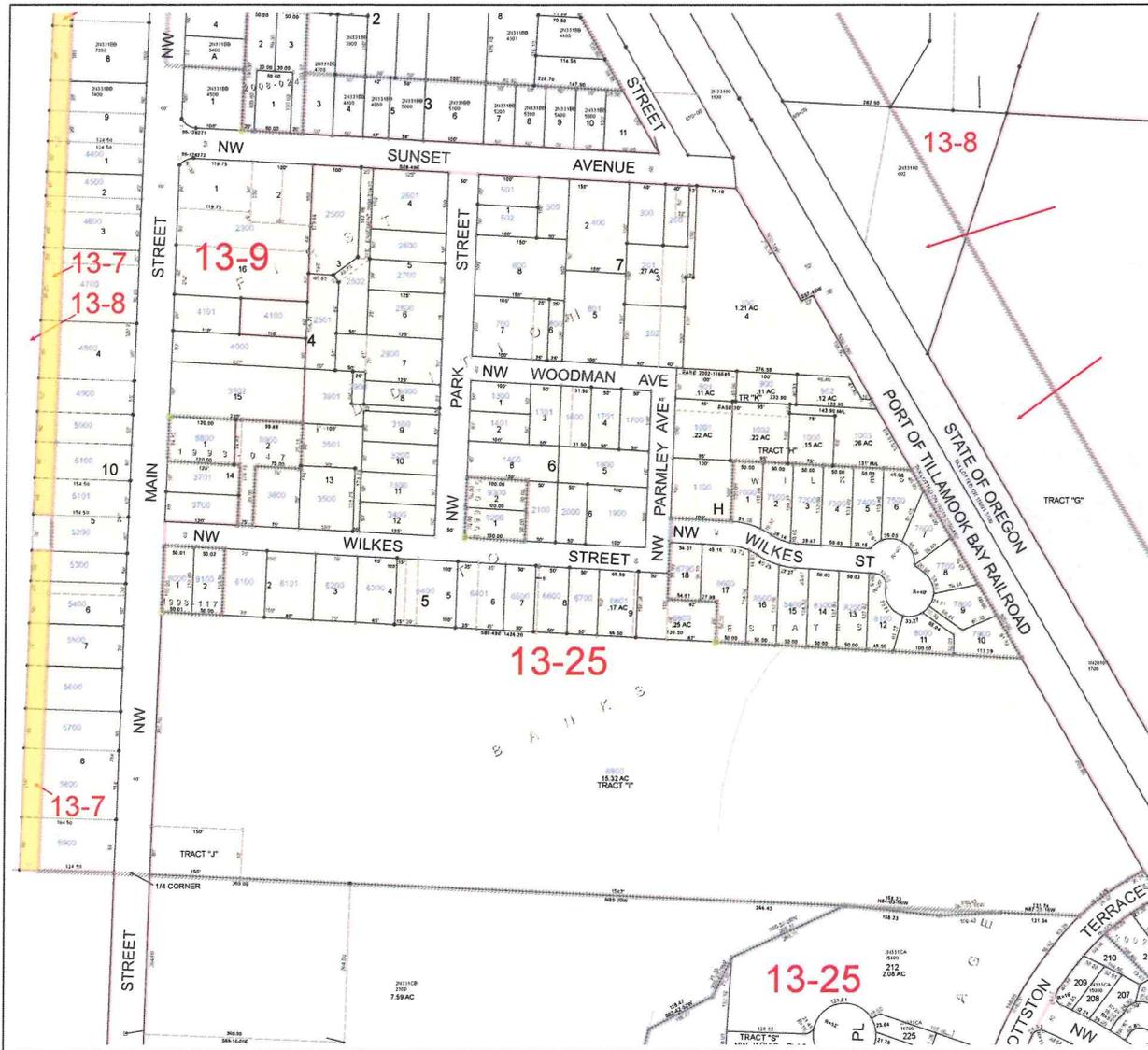


Cancelled Taxlots For: 2N331BB
960.46007600M1.301.1600.3500.



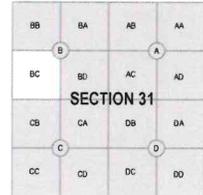
PLOT DATE: 9/20/2018
Revised: 9/20/2018
FOR ASSESSMENT PURPOSES ONLY - DO NOT RELY ON FOR OTHER USE
Map areas delineated by either grey shading or a cross-hatched pattern are for reference only and may not indicate the most current property boundaries. Please consult the appropriate map for the most current information.

BANKS
2N331BB

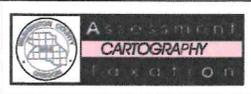


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24	19	20	21	22	23	24	19
25	30	29	28	27	26	25	30
36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6

FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT www.co.washington.or.us



Cancelled Taxlots For: 2N331BC
680A1, 1200, 1500, 3800, 2400, 2401, 4200, 4300, 6000, 2200, 2023.



PLOT DATE: 1/19/2018
FOR ASSESSMENT PURPOSES
ONLY - DO NOT RELY ON
FOR OTHER USE
Map areas delineated by white grey shading or a cross-hatched pattern are for reference only and may not indicate the most current property boundaries. Please consult the appropriate map for the most current information.

BANKS
2N331BC



Honorable Mayor and
Members of the City Council
Banks, Oregon

Council Letter 2020-30
Agenda of August 11, 2020

Agenda Item:

Shall the City Council Adopt Resolution No. 2020-25, a Resolution Renewing a Moratorium on New Development in the City of Banks Due to a Documented Shortage of Municipal Water Supply?

Background:

The City of Banks operates a municipal water system and utility serving all homes and businesses within the City of Banks.

The City Council adopted a moratorium on new development at its December 11, 2018 regular meeting, following notice and a public hearing (Resolution No. 2018-19) and subsequently adopted a Water Correction Program Plan at its regular meeting on February 12, 2019 which listed and described the steps the City had and would take to increase its water system capacity and reduce water demand during the months of the year when demand is highest and supply is lowest. The moratorium was renewed on August 13, 2019 for a period of 6 months, and renewed again on February 11, 2020 for a period of 6 months.

The City Council needs to consider renewing and extending for another 6 months a development moratorium as a means of preventing the exceedance of the City's water system capacity and to prevent a critical water shortage situation.

Council Alternatives:

1. Adopt Resolution No. 2020-25, a Resolution Renewing a Moratorium on New Development in the City of Banks Due to a Documented Shortage of Municipal Water Supply.

Sample Motion: "I make a motion to adopt Resolution No. 2020-25, a Resolution Renewing a Moratorium on New Development in the City of Banks Due to a Documented Shortage of Municipal Water Supply."

2. Decline to Adopt Resolution No. 2020-25, a Resolution Renewing a Moratorium on New Development in the City of Banks Due to a Documented Shortage of Municipal Water Supply.

Jolynn Becker
City Manager

RESOLUTION NO. 2020-25



Resolution 2020-25

A Resolution Renewing a Moratorium on New Development in the City of Banks Due to a Documented Shortage of Municipal Water Supply.

The Banks City Council adopts the following findings:

WHEREAS, the City of Banks operates a municipal water system and utility serving all homes and businesses within the City of Banks; and

WHEREAS, the City's Water Utility is established and operating under the rules and regulations codified in Chapter 5.01 (Water) of the Banks Code of Ordinances; and

WHEREAS, the City's supply of potable water is limited, and the City is nearing the planned capacity of its water supply and utility. Without further measures to conserve and increase the current municipal water system capacity, peak water demand in the City will soon exceed the City's water supply and system capacity during the times of year when the supply is most limited; and

WHEREAS, at a June 12, 2018 public workshop, the City Council received information from the City Engineer and the City's water system consultant about the current water system capacity relative to current demand and subsequently received a detailed memorandum from the City Engineer, dated August 7, 2018 that documented the seasonal fluctuations in water system capacity and demand; and

WHEREAS, the Engineer's August 7, 2018 report documented that the City's water system capacity during the summer high demand and low supply months (June through August) was equivalent to the then-current number of water system connections (693) with no extra water system capacity remaining in an especially dry year; and

WHEREAS, Engineer's August 7, 2018 report also documented that the then-current system capacity during the winter low demand and high supply months (September through May) showed approximately 60 additional connections, or a total of 753 system connections were theoretically available during the wettest parts of the year; and

WHEREAS, since adoption of the moratorium, the City has undertaken several measures and projects to prevent water system loss and to increase supply capacity, and is planning others, to increase its water system capacity to accommodate additional connections. These measures include a water line replacement for the City's water mains running down Sellers Road and Cedar Canyon Road, a comprehensive leak detection and repair program, a waterline replacement project along Park Street, and the adoption of water conservation and curtailment measures. The water transmission line replacement project, however, is the City's largest ever public works project and will take two full years to design, bid and construct, and it is not clear how many, if any, additional system connections these measures, collectively or individually, will produce; and

WHEREAS, until the City's measures for increasing water system capacity are implemented and generate additional water system capacity, the City desires to preserve what little system capacity remains in the water system; and

WHEREAS, the City is aware of several significant undeveloped and underdeveloped areas of the City that may be the subject of development proposals within the next year. If approved, these developments could significantly increase water system demand by creating new connections that would eliminate the few connections that currently exist and quickly exceed the City's estimated water system capacity, which would place the City in a critical water shortage situation; and

WHEREAS, such a critical water shortage would require drastic curtailment measures that would be detrimental to the entire city and cause significant public harm. The city's current development ordinances and land use regulations are not adequate to prevent or slow the submission of development proposals, nor do current regulations allow the City to reserve the current limited number of connections. Instead, state law requires the City to allocate the current limited capacity on a first come, first served basis as development applications are submitted and vest. Thus, the city's current land use regulations were not deemed adequate to prevent irrevocable public harm from development proposals and the consumption of the last remaining water system capacity in the City; and

WHEREAS, based on the foregoing, the City Council adopted a moratorium on new development at its December 11, 2018 regular meeting, following notice and a public hearing (Resolution No. 2018-19) and subsequently adopted a Water Correction Program Plan at its regular meeting on February 12, 2019 which listed and described the steps the City would undertake to increase its water system capacity and reduce water demand during months when demand is highest and supply is lowest; and

WHEREAS, the City provided notice to the Oregon Department of Land Conservation and Development prior to its hearing and adoption of the moratorium and correction program, at which time the Council accepted public testimony; and

WHEREAS, after 6 months, the City Council renewed the moratorium on new development at its August 13, 2019 regular meeting, following notice and a public hearing (Resolution 2019-13), along with an up-dated Water Correction Program Plan; and

WHEREAS, 6 months later, the City was still pursuing its primary water conservation project to replace the water transmission line and eliminate leaks, but required more time to complete project design and construction. Accordingly, on February 11, 2020 the Council extended the moratorium another 6 months by adopting Resolution 2020-04; and

WHEREAS, the City's multi-million dollar water transmission line replacement project is now designed, ready to go to bid in August 2020, with construction to begin in fall 2020, which necessitates another extension to the water moratorium; and

WHEREAS, since adoption of the Water Correction Program Plan and its first renewal, the City has implemented water curtailment measures to reduce water use during the dry months of the year. The City has designed, bid and is constructing the Park Street Waterline Replacement project, and has diligently pursued the water transmission line replacement project, yet despite these measures, the water shortage has not changed appreciably; and

WHEREAS, as described in the City Engineer's up-dated Water Correction Program Plan report, attached hereto as Exhibit A, and incorporated herein, the problem that gave rise to the original moratorium still exists. In other words, demand for water still exceeds system capacity during a portion of the year, yet the report shows that the City has made significant, demonstrable and reasonable progress toward alleviating the identified causes of the water shortage; and

WHEREAS, alternative methods of achieving the objectives of the moratorium are unsatisfactory due to the State's vesting law and priority for development applications filed with the city; and

WHEREAS the public harm that would be caused by failure to maintain a development moratorium outweighs the adverse effects on other affected local governments, such as shifts in demand for housing or economic development, public facilities and services and buildable lands, and the overall impact of the moratorium on population distribution; and

WHEREAS, sufficient resources are available to complete the needed interim measures designed to alleviate the documented water shortage that exists today as the City continues to actively pursue the measures listed and described in Exhibit A; and

WHEREAS, ORS 197.505 to 197.540 authorize the City to declare, impose and renew a moratorium on new development and water system connections to prevent the

exceedance of the City's water system capacity, an anticipated critical water shortage situation, and the significant public harm that would occur if the last few remaining water system connections were allocated and the City's water system lost its capacity and ability to serve basic and essential private and public functions; and

WHEREAS, at its regular meeting of August 11, 2020, the City Council convened a duly noticed public hearing to consider renewing and extending for another 6 months a development moratorium as a means of preventing the exceedance of the City's water system capacity and to prevent a critical water shortage situation, at which time the City Council accepted public testimony and comment on the proposed moratorium; and

NOW THEREFORE, based on the foregoing Findings, the Banks City Council resolves as follows:

1. **Development Moratorium Renewed and Extended.** Pursuant to the authority of ORS 197.505 to 197.540 and based upon the foregoing findings, which are incorporated by reference, and the Engineer's report, attached hereto as Exhibit A, the City Council hereby renews and extends a Moratorium on new development and new water system connections whereby, notwithstanding the City's adopted development regulations and procedures, the City shall not accept, process or approve any application for new development that entail one or more new water system connections.
2. **Exceptions to the Moratorium.** Notwithstanding the foregoing development moratorium, proposals for the following development types are deemed to be critical to the City's economy and to meeting the City's need for affordable housing shall be exempt from this development moratorium:
 - a. Any land use application for development that was submitted prior to the effective date of this moratorium.
 - b. Development applications for multi-family housing, including apartments, condominiums and multi-family affordable housing projects, that propose a minimum of 25 dwelling units, a maximum of 40 dwelling units, and incorporate and employ the water conservation measures in Banks Code of Ordinances Chapter 5.24. No more than three such qualifying development applications for multi-family housing shall be accepted, processed and approved during the pendency of this Development Moratorium, including any extensions thereof. In support of this exemption, the Council relies upon the portions of the City's Housing Needs Analysis previously adopted with Resolution 2018-19, which documented a need for more affordable housing in the City.
 - c. Development applications for industrial uses on industrial or mixed-use zoned land that proposes to use no more than 5,000 gallons per day and incorporate

and employ the water conservation measures in Banks Code of Ordinances Chapter 5.24.

- d. Any development that can provide a non-municipal source of water of sufficient quality to serve the new water demand created by the proposed development may submit and the city shall accept a land use application for purposes of verifying the use of the developer's water source for municipal purposes and verifying that the quantity of the developer's water source is sufficient to supply at least 75% of the water demand created by the proposed development. If these facts can be verified, the city may proceed to process and approve such a development. If these facts cannot be verified, within the sole discretion of the City Council, the City shall suspend and may terminate or deny the application due to lack of sufficient water to serve the demand created by the proposed development.

3. **Exception to the Moratorium – Waitlist for allocation of water connections.**

Notwithstanding the foregoing development moratorium, the City has received significant interest in new development once the water supply moratorium is lifted. To prepare for that eventuality, proposals for development, but not applications, will be accepted by the City, not for development review purposes but for purposes of establishing a waitlist of development applications to accept begin processing once the water moratorium is lifted (the "Waitlist"). Fully complete proposals will be accepted by the city at any time and maintained as the Waitlist in the order in which they were date-stamped received by the City. Once the moratorium is lifted, the City will notify the proposers on the Waitlist and give them 90 calendar days to submit a development application. If the proposers submit a development application within that 90-day period they will be deemed vested according to their previous order of placement on the Waitlist. The order of vesting of development applications in this way will be the order in which the city allocates water connections. If a development applicant fails to make its application complete within 90 days of first submission of the application, that applicant will lose its place on the Waitlist, and the next proposer on the Waitlist to submit an application within the 90-day period will advance on the Waitlist for allocation of water connections. If a development applicant fails to actively pursue approval of its development application, the City may, without notice or recourse, replace that applicant with another development applicant on the Waitlist. To be accepted for placement on the Waitlist, the proposal shall include at least the following:

- Explanation and allocation of zoning that is consistent with the comprehensive plan;
- Type and mix of proposed uses;
- Number and type of dwelling units, *i.e.*, single-family, multi-family;

- Approximate area of commercial and industrial uses proposed, if any;
- Estimated number of water connections;
- Estimate of water demand;
- Conceptual site plan and/or preliminary plat

4. **Implementation of the Water System Correction Program.** The City shall continue to pursue and implement the measures set forth in the adopted Correction Program and Exhibit A to this Resolution to address and resolve the identified water system capacity problem.

5. **Moratorium Duration.** This Moratorium shall remain in effect for a period of 6 months following the date of this Resolution and may be renewed for successive 6-month periods as needed to prevent an exceedance of the City's water system capacity until such time as the City's Correction Program has increased water system capacity.

ADOPTED, APPROVED AND EFFECTIVE this 11th day of August 2020.

Peter C. Edison, Mayor

Attest:

City Recorder: Angie Lanter



5 August 2020

Technical Memorandum

To: Jolynn Becker, City Manager

From: Rob Peacock, PE, City Engineer

Subject: Corrective Action Plan Report No. 3
 Water Supply Development Moratorium Corrective Action Plan
 K/J Project Number: 0791015*00

The Banks City Council voted to adopt Resolution No. 2018-19 on 11 December 2018 to declare a moratorium on new development because the municipal water demand is projected to exceed supply under the current development trend (City of Banks, 2018). Pursuant to ORS 197.530, the City adopted a Corrective Action Program to address the water system deficiencies causing the moratorium and presented this plan to the Department of Land Conservation and Development at a public hearing.

A Water Supply Moratorium Corrective Action Plan ("CAP") was adopted by the City Council on 12 February 2019. The CAP listed corrective actions to be taken by the city and stipulated that the results of these actions would be reviewed, compiled, and submitted to the City Council on a semi-annual basis to support continuing the development moratorium or to provide sufficient information to support discontinuing the moratorium.

The purpose of this memorandum is to provide an update on actions taken since the approval of the CAP, including:

- Current water loss status
- Water demand status
- Updates on loss reduction efforts

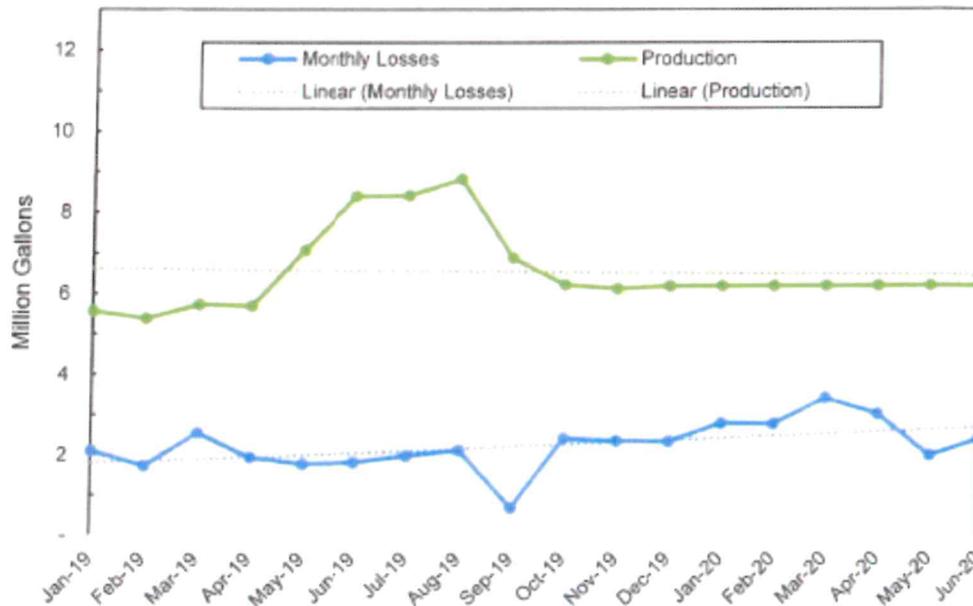
Water Loss Status

Water losses were tracked throughout the water supply and distribution network and were compared to the total metered consumption throughout the Banks service area. Results were compiled monthly and are presented below in Figure 1.

Memorandum

22 January 2020
Page 2

Figure 1: Monthly System Water Production and Losses through December 2019



Total system losses as a percentage of production ranged from a high of 55% in March 2020 to a low of 32% in May. Linear trendlines have been applied to system production and losses.

Water Demand Status

Water demand for 2020 relative to 2019 demand is shown in Table 1.

Table 1: 2019 vs. 2020 Monthly Demand (million gallons per month)

	2019	2020	% of 2019 Demand
January	3.46	3.28	95%
February	3.65	3.34	91%
March	3.18	3.35	106%
April	3.76	3.87	103%
May	5.29	5.34	101%
June	6.59	6.14	93%

Memorandum

22 January 2020

Page 3

Water demand for 2020 was slightly lower than January, February, and June 2019. Water demand was slightly greater in March, April and May 2020.

Monthly demand values were compared to population estimates to estimate a per-capita water demand. Assuming 730 connections for January-June with 3 people per connection, the average monthly per capita water usage was 62 gallons per person per day (gpcpd), and the maximum was 90 gpcpd. This water demand is less than the historic peak season demand of 125 gpcpd identified in the CAP and less than the 2019 peak water demand of 106 gpcpd. Table 2 below lists per capita water demand data by month during the months of January through June 2020.

Table 2: 2020 Per-capita Water Demand

Month	Water Demand (gpcpd)
Jan	48
Feb	49
March	49
April	57
May	79
June	90

Updates on Capital Improvement/Leak Repair Projects

The CAP lists several capital improvement and leak detection/repair projects to be undertaken to improve water loss detection, decrease water losses, or increase supply. An updated Water System Capital Improvement Plan (CIP), adopted by City Council on 12 February 2019, includes a number of projects to address water loss detection, decrease water losses, or increase supply. Progress on these projects is reported below:

Sellers Road Transmission Line and Cedar Canyon Road Waterline Replacement

The Transmission Line is the source of significant water losses and will be replaced along its entire 3.2-mile length beginning in November 2020. This replacement is estimated to eliminate loss up to approximately 46,100 gallons per day during peak demand months.

The 100% design for the Sellers Road replacement project has been submitted to the City and the Bid Set of Contract Documents is in production. The project will be advertised for bidding in August 2020 and bids will close in September 2020. We expect Construction to begin in November 2020 and November 2021. A portion of the Cedar Canyon Road waterline will be replaced as part of the Transmission Line Project by early 2021.

Park Street Waterline Improvements

The Park Street Waterline project has been completed. This project eliminated a known source of leaks, and we anticipate a reduction in water loss through summer 2020.

Memorandum

22 January 2020
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Recommendations

We recommended the City continue with in-progress Capital Improvement Projects and follow-through with bidding and construction activities. In addition, the City should pursue and repair leaks when they are identified. If cost of further testing if the Cedar Canyon Road is within the City's resources, additional leak testing is recommended.



**Honorable Mayor and
Members of the City Council
Banks, Oregon**

**Council Letter 2020-31
Agenda of August 11, 2020**

Agenda Item:

Shall the City council adopt the revised City of Banks Employee Handbook?

Background:

Revisions were made to the "Complaint Procedure" section of the City of Banks Employee Handbook.

It is recommended that the City adopt the revised City of Banks Employee Handbook.

Council Alternatives:

1. Adopt the revised City of Banks Employee Handbook

Sample Motion: "I make a motion to adopt the revised City of Banks Employee Handbook."

2. Decline to adopt the revised handbook.

Jolynn Becker
City Manager

CITY OF BANKS EMPLOYEE HANDBOOK REVISION
RED-LINE COPY

Complaint Procedure

Each supervisor and member of management is responsible for creating an atmosphere free of discrimination, harassment, and bullying. Further, all employees are responsible for respecting the rights of other employees and strictly adhering to the letter and spirit of this policy. All employees are encouraged to discuss this policy with their supervisor, any member of the management team, or the City Manager at any time if they have questions relating to the issues of discrimination, harassment, or bullying. Employees, volunteers or interns who have experienced a sexual assault, any harassment, or discrimination in violation of this policy, who have witnessed such behavior, or who have credible information about such behavior occurring, are expected and should bring the matter to the attention any of the following city officials as soon as possible:

of City Manager or City Recorder, or a supervisor or member of management as soon as possible.

- City Manager;
- City Recorder;
- Mayor; or
- City Attorney.

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Employees are strongly encouraged to document the information or incident in any written or electronic form, or with a voice mail message (or phone call). An employee who experiences or witnesses harassment is encouraged, but not required, to tell the harasser that the behavior is offensive and unwanted, and that he/she wants it to stop.

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Investigation and Confidentiality

All complaints and reports will be promptly and impartially investigated and will be kept confidential to the extent possible, consistent with the City's need to investigate the complaint and address the situation. If conduct in violation of this policy is found to have occurred, the City will take prompt, appropriate corrective action, and any employee found to have violated this policy will be subject to disciplinary action, up to and including termination of employment. Employees who have been subjected to harassment, sexual assault, or discrimination are encouraged to use the City's complaint-reporting procedure, described above, to ensure a timely, thorough investigation and handling of the situation. Employees may, however, seek redress from the Oregon Bureau of Labor and Industries (BOLI) pursuant to ORS 659A.820 to 659A.865, or in a court under any other available law, whether criminal or civil. Although the City cannot provide employees with legal advice, employees should be aware of the statute of limitations applicable to harassment or discrimination claims under ORS 659A.030, 659A.082 or 659A.121 (five years). Further, before an employee can take any legal action against the City, the employee must provide written notice of the claim within 180 days of the act or omission the employee claims has caused him/her harm. When an employee can prove harm as a result of unlawful harassment or discrimination in an administrative proceeding or in a court, remedies available to the employee include enforcement of a right, imposition of a penalty, or issuance of an order to the employee's employer (in limited circumstances).

Protection against Retaliation

City prohibits retaliation in any way against any employee because the employee has made a good-faith complaint pursuant to this policy or the law, has reported (in good faith) sexual assault, harassing, discriminatory, or bullying conduct, or has participated in an investigation of such conduct. Employees who believe they have been retaliated against in violation of this policy should immediately report it to any supervisor or member of management. Any employee who is found to have retaliated against another employee in violation of this policy will be subject to disciplinary action up to and including termination of employments. See also the No-Discrimination, No-Retaliation Policy, above, and the Reporting Improper and Unlawful Activity Policy, below.