



**RIDGEFIELD CITY COUNCIL
MEETING AGENDA**

**Thursday, October 22, 2020
Teleconference
N/A, Ridgefield, WA 98642**

- I. GENERAL SESSION CALL TO ORDER - 6:30 PM**
 - 1. Roll Call
 - 2. Late changes to the agenda
- II. PROCLAMATION**
 - 1. Disability Employment Awareness Month
 - 2. National American Indian Heritage Month
- III. CONSENT AGENDA**
 - 1. Approval of Claims And/Or Payroll
 - 2. Approval of Minutes from the October 8, 2020 Meeting
- IV. BUSINESS**
 - 1. First Reading of Ordinance No. 1328 – 2020 Budget Amendment 2 - Kirk Johnson, Finance Director
 - 2. Resolution No. 586 – Approval of Ridgefield Small Business Stabilization Grant Program Ph 2 - Kirk Johnson, Finance Director
 - 3. Motion - Approval of Art Installation in Arts Quarter - Lee Knottnerus, Deputy City Manager
- V. COUNCIL/PRESIDING OFFICER/STAFF REPORTS**
 - 1. Council
 - 2. Mayor
 - 3. City Manager
- VI. ADJOURN**

**City Council Agenda Packet is available at the following link:
<http://ridgefieldwa.iqm2.com/Citizens/>**

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: October 22, 2020
ITEM: CONSENT AGENDA
AGENDA ITEM TITLE: Approval of Claims And/Or Payroll

GOVERNING LEGISLATION:

Revised Code of Washington Title 35A

PREVIOUS COUNCIL ACTION TAKEN:

City Council approves claims and/or payroll of the City on a regular basis

BACKGROUND:

Vendor claims

BUDGET/FINANCIAL IMPACTS:

See vendor detail attached

RECOMMENDED ACTION OR MOTION:

Staff recommends Council approve the claims and/or payroll by making the following motion:

“I move to approve the consent agenda as presented”

STAFF CONTACT: Kirk Johnson, Finance Director
ATTACHMENTS: October 22, 2020 - Claims Report (PDF)

City of Ridgefield
Claims Payment Report
For Approval on: October 22, 2020

3.1.a

Sum of Amount					
Vendor Name	Vendor Number	Invoice Number	Resp. Department	Description	Total
ACCELA INC. - EPAY	3386	201021926	Public Works	Customer Web Payments	587.02
ACCELA INC. - EPAY Total					587.02
ACCURATE AUTOMOTIVE	9	4462	Public Safety	PD Vehicle Maint	791.59
ACCURATE AUTOMOTIVE Total					791.59
AMAZON BUSINESS	3485	16GR-49DQ-3PY1	Genl Govt/Facilities	Air Purifiers - Credit	(641.73)
		1MVT-WQ3W-L1XJ	Genl Govt/Facilities	Events Info Holder	37.93
		1J69-CN6M-MCMJ	Genl Govt/Facilities	Abrms Prk Breakroom Ceiling Fan/Purifier	346.77
			Public Works	Street Sweeper Lights	21.46
		1PLP-LNXY-VMQ9	Community Development	CDD Office/Oper Supplies	103.44
		1M3K-QLQG-K36P	Genl Govt/Facilities	PW Coffee	2.94
			Public Works	PW Coffee	39.24
		1T9C-R4QM-LVKW	Public Works	Storm Break Room Supplies	22.50
		1Y4M-7MX1-J7P3	Genl Govt/Facilities	Air Purifiers	1,925.19
		1KC1-DDYL-X3VI	Public Safety	PD Supplies	80.92
		1G6G-YR39-T6HH	Public Safety	PD Doorbell - Return	(18.96)
		1NKN-D69N-YLCY	Public Safety	PD Office Supplies	70.50
		196L-D1R7-9YTQ	Genl Govt/Facilities	Air Purifiers	4,492.11
AMAZON BUSINESS Total					6,482.31
AMERICAN WATER WORKS ASSOCIATION	27	7001841090	Public Works	AWWA Renewal - Brunson	366.00
AMERICAN WATER WORKS ASSOCIATION Total					366.00
ARAMARK UNIFORM SERVICES	32	864657990	Genl Govt/Facilities	PW Uniforms	1.06
				PW Floor Mats	1.93
			Public Works	PW Uniforms	25.29
				PW Floor Mats	25.80
		864667435	Genl Govt/Facilities	PW Uniforms	1.06
				PW Floor Mats	1.93
			Public Works	PW Uniforms	25.29
				PW Floor Mats	25.80
		864676859	Genl Govt/Facilities	PW Uniforms	1.06
				PW Floor Mats	1.93
			Public Works	PW Uniforms	25.29
				PW Floor Mats	25.80
			ARAMARK UNIFORM SERVICES Total		
ASSOCIATED CONSULTANTS INC.	1030	20-172-02	Community Development	Seppanen 10th St Prop Plan Review	712.50
		20-184-01	Community Development	Pioneer Village Bldg 12 Plan Review	1,567.50
		20-136-02	Community Development	UNFI Work Platform Plan Review	451.25
		20-138-03	Community Development	Police Station Plan Review	593.75
		20-101d-02	Community Development	Pioneer Village Bldg 10 Plan Review	1,425.00
		ASSOCIATED CONSULTANTS INC. Total			
BOB'S AUTOMOTIVE	57	0057-20201022	Finance	Small Business Sustainability Grant - Bob's Automotive	3,000.00
BOB'S AUTOMOTIVE Total					3,000.00

Attachment: October 22, 2020 - Claims Report (Approval of Claims And/Or Payroll)

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BSK ASSOCIATES	2119	VD02957	Public Works	Coliform Testing	1,425.00
BSK ASSOCIATES Total					1,425.00
CFM STRATEGIC COMMUNICATIONS INC.	2551	25686	Genl Govt/Facilities	Lobbyist - Sept 2020	5,200.00
CFM STRATEGIC COMMUNICATIONS INC. Total					5,200.00
CINTAS CORPORATION NO 2	3497	8404822258	Genl Govt/Facilities	First Aid Supplies - PW Shop	5.11
				N95 Masks - PW Shop	362.10
			Public Works	First Aid Supplies - PW Shop	68.34
		8404822257	Genl Govt/Facilities	First Aid Supplies - RACC	0.73
			Public Works	First Aid Supplies - RACC	9.70
			Community Development	First Aid Supplies - RACC	10.44
		8404822260	Public Safety	First Aid Supplies - PD	11.74
		8404822259	Genl Govt/Facilities	First Aid Supplies - CH	11.74
CINTAS CORPORATION NO 2 Total					479.90
CITY OF BATTLE GROUND	92	INV00307	Judicial	Court Costs/Public Defender - Sept 2020	14,610.42
		INV00310	Judicial	Public Defender	1,750.00
CITY OF BATTLE GROUND Total					16,360.42
CLARK AND SONS EXCAVATING INC.	2848	2848-1	Public Works	N 10th Ave Rehab	142,890.65
CLARK AND SONS EXCAVATING INC. Total					142,890.65
CLARK COUNTY	102	CI019720	Judicial	Q3.2020 - Limited Jurisdiction Services	200.00
CLARK COUNTY Total					200.00
CLARK PUBLIC UTILITIES	110	7124-838-9-20201022	Public Works	Overlook Park - Electricity	55.48
		7516-979-7-20201022	Public Works	(blank)	107.06
		7516-978-9-20201022	Public Works	SR/Pioneer ST & S 65 AVE	57.76
		7503-626-9-20201022	Public Works	337 S Royal Rd.	143.13
		7453-365-4-20201022	Public Works	535 N Abrams Park Rd.	43.79
		7448-974-1-20201022	Public Works	N 35th Ave and Pioneer St	60.38
		7126-408-9-20201022	Public Works	2300 N 3rd Way Bellwood Trail Lights	34.82
		7207-402-4-20201022	Public Works	1504 NW Intertie 3 - Water	1,339.55
		7475-678-4-20201022	Public Works	3215 S HILLHURST RD XWLK	33.44
		7207-401-6-20201022	Public Works	800 NE 264 St Intertie 1 - Water	16,563.51
		7123-806-7-20201022	Public Works	Pioneer St. & Gee Creek Loop - Electricity	27.16
		7206-648-3-20201022	Public Works	Municipal Lighting Lease	7,918.48
		7122-942-1-20201022	Public Works	3701 N 3rd Cir - Electricity	26.98
		7122-944-7-20201022	Public Works	512 N Allen Dr - Electricity	26.83
		7207-403-2-20201022	Public Works	911 N 65th Ave Intertie 2 - Water	101.34
CLARK PUBLIC UTILITIES Total					26,539.71
CLARK REGIONAL WASTEWATER DISTRICT	741	032695-000-20201022	Genl Govt/Facilities	109 W Division WWTP - CRWWD Portion - Sewer	92.05
			Public Works	109 W Division WWTP - Sewer	92.05
		032899-000-20201022	Public Works	Abrams Park Former Mgr House - Sewer	42.81
		032712-000-20201022	Public Safety	116 N Main Ave PD - Sewer	46.49
		032752-000-20201022	Genl Govt/Facilities	230 Pioneer St City Hall - Sewer	81.95
		032895-000-20201022	Public Works	Abrams Park Restrooms - Sewer	91.12
		032894-000-20201022	Public Works	Abrams Park Kitchen - Sewer	40.98
		035480-000-20201022	Public Works	255 S 56th Pl Well & Reservoir - Sewer	39.75

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CLARK REGIONAL WASTEWATER DISTRICT Total					527.20
COLUMBIA LABORATORIES INC.	3518	2009692	Genl Govt/Facilities	Testing Fees for Ridgefield Grapes	580.00
COLUMBIA LABORATORIES INC. Total					580.00
COLUMBIA RESOURCE COMPANY	114	29098	Public Works	Street Roadkill Disposal	30.64
COLUMBIA RESOURCE COMPANY Total					30.64
COMCAST	2271	2271-202010-230 2271-202010-510	Genl Govt/Facilities	Internet Services - CH	465.80
			Genl Govt/Facilities	RACC Communications	72.15
			Public Works	RACC Communications	62.12
			Community Development	RACC Communications	260.63
COMCAST Total					860.70
COMDATA NETWORK INC.	1101	20338132 20338141	Public Safety	PD Fuel XN795 9/16/2020-9/30/2020	671.61
			Genl Govt/Facilities	Fuel PW - XN173	110.33
			Public Works	Fuel PW - XN173	1,474.91
			Community Development	Fuel CDD - XN173	150.32
COMDATA NETWORK INC. Total					2,407.17
CONCORDIA LIGHTING & CONTROLS INC	3524	501830518	Genl Govt/Facilities	Business License Refund - Concordia Lighting and Controls Inc	50.00
CONCORDIA LIGHTING & CONTROLS INC Total					50.00
DATEC INC	136	34776	Public Safety	PD Vehicle Printer/Barcode Scanner	998.91
DATEC INC Total					998.91
DEPARTMENT OF LICENSING - CPL	154	RG0000468-2020	Genl Govt/Facilities	CPL Fees - Shields	18.00
		RG0000471-2020	Genl Govt/Facilities	CPL Fees - Galster	18.00
		RG0000473-2020	Genl Govt/Facilities	CPL Fees - Clark	18.00
		RG0000475-2020	Genl Govt/Facilities	CPL Fees - Cook	18.00
		RG0000469-2020	Genl Govt/Facilities	CPL Fees - Hisel	18.00
		RG0000474-2020	Genl Govt/Facilities	CPL Fees - Clark	18.00
		RG0000470-2020	Genl Govt/Facilities	CPL Fees - Rose	18.00
		RG0000467-2020	Genl Govt/Facilities	CPL Fees - Webberley	18.00
		RG0000465-2020	Genl Govt/Facilities	CPL Fees - Ancheta	18.00
		RG0000476-2020	Genl Govt/Facilities	CPL Fees - Gratzner	18.00
		RG0000453-2020	Genl Govt/Facilities	CPL Fees - Shields	18.00
		RG0000472-2020	Genl Govt/Facilities	CPL Fees - Osborn	18.00
DEPARTMENT OF LICENSING - CPL Total					216.00
DITCH MAINTENANCE SERVICES	1865	91	Public Works	Ditch Maintenance & Cleaning per Contract C2020-017	5,803.20
DITCH MAINTENANCE SERVICES Total					5,803.20
E2 LAND USE PLANNING SERVICES LLC	485	0485-20201022	Community Development	Planning Consulting Services - Sept 2020	3,718.75
E2 LAND USE PLANNING SERVICES LLC Total					3,718.75
ELCOR INC	2081	MSP-12899	Public Safety	IT Services - Sept 2020	2,491.12
			Public Works	IT Services - Sept 2020	2,081.67
			Community Development	IT Services - Sept 2020	2,214.33
			Information Technology	IT Services - Sept 2020	4,838.13
ELCOR INC Total					11,625.25
ELIZABETH BRUSH	3527	3527-20201022	Finance	Small Business Sustainability Grant - Myrtle's Tea House	3,000.00
ELIZABETH BRUSH Total					3,000.00
FERGUSON ENTERPRISES INC # 8423	181	916888	Genl Govt/Facilities	Water Meters	(763.14)

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FERGUSON ENTERPRISES INC # 8423	181	916888	Public Works	Water Meters	9,848.16
		924729	Genl Govt/Facilities	Water Meters	(1,130.30)
			Public Works	Water Meters	14,586.30
FERGUSON ENTERPRISES INC # 8423 Total					22,541.02
GRAINGER	206	9664106441	Public Safety	PD Battery Backup	145.86
GRAINGER Total					145.86
GROVER ELECTRIC AND PLUMBING	210	HB29332	Genl Govt/Facilities	Abrams Park Breakroom Supplies - Fan Install	185.70
		HB29285	Genl Govt/Facilities	Abrams Park Breakroom Supplies - Fan Install	70.85
GROVER ELECTRIC AND PLUMBING Total					256.55
H.D. FOWLER COMPANY	2036	I5494374	Public Works	Hydrant Repair	10.00
H.D. FOWLER COMPANY Total					10.00
INTERMEDIA.NET INC	2187	2010301974	Information Technology	Voice Service Charges - Sept 2020	87.21
INTERMEDIA.NET INC Total					87.21
J.L. STOREDAHL AND SONS	558	311919	Public Works	Abrams Park Crushed Rock	163.36
J.L. STOREDAHL AND SONS Total					163.36
J2 BLUE PRINT SUPPLY	243	AR91716	Genl Govt/Facilities	Downtown District Banner	1,743.07
		AR91715	Genl Govt/Facilities	Make A Difference Banner	373.99
J2 BLUE PRINT SUPPLY Total					2,117.06
JANEAN Z PARKER	2199	95	Public Works	Legal Services - Sept 2020	650.00
			Community Development	Legal Services - Sept 2020	1,050.00
			Legal	Legal Services - Sept 2020	6,200.00
JANEAN Z PARKER Total					7,900.00
KENYON DISEND PLLC	1746	1090397	Legal	Professional Attorney Services	2,504.00
KENYON DISEND PLLC Total					2,504.00
LA COSINA REAL 1 LLC	3526	3526-20201022	Finance	Small Business Sustainability Grant - Country Cafe	3,000.00
LA COSINA REAL 1 LLC Total					3,000.00
LEE CONTRACTORS LLC	3500	3500-3	Genl Govt/Facilities	Equip Abrams Park Well 11 Project	(3,587.50)
			Public Works	Equip Abrams Park Well 11 Project	77,777.00
LEE CONTRACTORS LLC Total					74,189.50
LESERINE MURITOK	3482	11	Judicial	Interpretation Services	120.00
LESERINE MURITOK Total					120.00
LINKO TECHNOLOGY INC.	3337	7602	Genl Govt/Facilities	Web Tests - Sept 2020	(21.00)
			Public Works	Web Tests - Sept 2020	271.00
LINKO TECHNOLOGY INC. Total					250.00
MAKERS ARCHITECTURE AND URBAN DESIGN LLP	3503	2037-1	Community Development	HB1923 Code Update Consult Services - Through 9/2020	7,222.50
MAKERS ARCHITECTURE AND URBAN DESIGN LLP Total					7,222.50
MARIUS L MALATTIA	1817	141	Community Development	Design Reviews - September 2020	1,462.50
MARIUS L MALATTIA Total					1,462.50
MICHAEL BROWN	3507	1	Public Works	Pressure Washing for 65th Water Tank	4,475.00
MICHAEL BROWN Total					4,475.00
MJB CONSULTING INC	3117	1947	Genl Govt/Facilities	State Lobbyist - Oct 2020	2,500.00
MJB CONSULTING INC Total					2,500.00
MUNICIPAL EMERGENCY SERVICES INC	2235	IN1499143	Public Safety	Thermal Image Devices	1,313.20
MUNICIPAL EMERGENCY SERVICES INC Total					1,313.20

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NAPA AUTO PARTS	498	205430	Public Works	Vehicle Maint - Bucket Truck - Return	(115.00)
		206659	Public Works	Vehicle Maint - Street Sweeper	232.15
NAPA AUTO PARTS Total					117.15
NORTHWEST NATURAL GAS	315	8817-9-20201022	Genl Govt/Facilities	City Hall - Natural Gas	25.16
		8578-7-20201022	Public Works	PW Shop - Natural Gas	29.79
		1000591-6-20201022	Public Safety	Police Department - Natural Gas	27.86
NORTHWEST NATURAL GAS Total					82.81
ONE CALL CONCEPTS	326	99093	Public Works	Excavation Notif/Modem Ticket Delivery - Sept 2020	382.80
ONE CALL CONCEPTS Total					382.80
ON-HOLD CONCEPTS INC	2217	522658	Information Technology	On Hold Music Service	24.95
ON-HOLD CONCEPTS INC Total					24.95
OTAK INC.	1787	10200033	Public Works	Refuge Park Improvements	4,313.07
OTAK INC. Total					4,313.07
OWEN EQUIPMENT COMPANY	916	197723	Public Works	Vehicle Maint - Street Sweeper	1,218.76
OWEN EQUIPMENT COMPANY Total					1,218.76
PACIFIC OFFICE AUTOMATION	1564	69545206	Genl Govt/Facilities	PW Shop Printer	5.72
				RACC Copier Lease	19.97
				City Hall Copier Lease	575.35
			Public Works	PW Shop Printer	76.49
				RACC Copier Lease	267.71
			Community Development	RACC Copier Lease	287.68
PACIFIC OFFICE AUTOMATION Total					1,232.92
PATRICK HILDRETH BRAND AND DESIGN	2372	1782	Genl Govt/Facilities	Profession Design & Web Maint	975.00
		1766	Information Technology	Q3.2020 - Web Maintenance	200.00
PATRICK HILDRETH BRAND AND DESIGN Total					1,175.00
PBS ENGINEERING AND ENVIRONMENTAL	342	0024112.000-3	Public Works	PW Ops Center Environmental Site Assessment	820.84
PBS ENGINEERING AND ENVIRONMENTAL Total					820.84
PHOUNG TRAN	3529	3529-20201022	Finance	Small Business Sustainability Grant - Lava Java	3,000.00
PHOUNG TRAN Total					3,000.00
PIONEER PEST MANAGEMENT	2040	369158	Genl Govt/Facilities	Pest Control - PW Shop	7.47
			Public Works	Pest Control - PW Shop	99.85
		417700	Genl Govt/Facilities	Pest Control - CH	129.00
PIONEER PEST MANAGEMENT Total					236.32
POSTMASTER	348	0348-20201022	Genl Govt/Facilities	Postage Replenishment - Events Mailer	720.18
POSTMASTER Total					720.18
RICOH USA INC.	1662	104182760	Public Safety	PD Copier Lease	179.43
RICOH USA INC. Total					179.43
RIDGEFIELD SCHOOL DISTRICT	378	1002000013	Genl Govt/Facilities	RACC Operating Expense - Janitorial	221.30
				RACC Operating Expense - Garbage	37.23
				RACC Operating Expense - Water	71.88
				RACC Operating Expense - Wastewater	16.27
			Public Works	RACC Operating Expense - Janitorial	190.52
				RACC Operating Expense - Garbage	32.06
				RACC Operating Expense - Water	61.89

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RIDGEFIELD SCHOOL DISTRICT	378	1002000013	Public Works	RACC Operating Expense - Wastewater	14.01
			Community Development	RACC Operating Expense - Janitorial	799.43
				RACC Operating Expense - Garbage	134.51
				RACC Operating Expense - Water	259.65
				RACC Operating Expense - Wastewater	58.79
		1002000019	Public Works	RORC Operating Costs	16,810.90
RIDGEFIELD SCHOOL DISTRICT Total					18,708.44
SAFEFIRE LLC	3415	RPD-2020-5-001	Public Safety	Range Rental - Training	108.40
SAFEFIRE LLC Total					108.40
SANDY'S SIGN AND DESIGN	556	327-20	Genl Govt/Facilities	PW Vehicle Decals	69.03
			Public Works	PW Vehicle Decals	922.83
SANDY'S SIGN AND DESIGN Total					991.86
SHRED-IT US JV LLC	2274	8180577413	Genl Govt/Facilities	Secure Shredding - RACC	1.16
			Public Works	Secure Shredding - RACC	15.48
			Community Development	Secure Shredding - RACC	16.64
		8180577414	Genl Govt/Facilities	Secure Shredding - City Hall	43.81
SHRED-IT US JV LLC Total					77.09
SIERRA SANTA FE CORP.	1572	704	Public Works	2020 Microcoat Application - Streets	22,507.00
SIERRA SANTA FE CORP. Total					22,507.00
SITEONE LANDSCAPE SUPPLY LLC	2951	103817456-001	Public Works	Parks Maint Supplies	23.40
SITEONE LANDSCAPE SUPPLY LLC Total					23.40
SPRINGBROOK SOFTWARE LLC	3444	INV-004416	Public Works	Customer Web Payments - Sept 2020	1,753.00
SPRINGBROOK SOFTWARE LLC Total					1,753.00
STAPLES CONTRACT & COMMERCIAL INC	2884	8059826537	Genl Govt/Facilities	COVID-19 Supplies	2,162.43
				PW FTE Office Supplies	0.62
				General Office Supplies	35.35
			Public Works	PW FTE Office Supplies	8.29
			Community Development	CDD Office Supplies	15.34
				CDD General Supplies	4.62
STAPLES CONTRACT & COMMERCIAL INC Total					2,226.65
THE GUNTER GROUP LLC	3493	3462	Community Development	SmartGov Consulting Project	18,030.00
THE GUNTER GROUP LLC Total					18,030.00
THE PARR COMPANY	964	26525238	Genl Govt/Facilities	Safety Glasses	9.75
		26528912	Public Works	Water Operational Supplies	5.16
THE PARR COMPANY Total					14.91
THE SCHAFFRAN AGENCY LLC	3520	501638981	Genl Govt/Facilities	Business License Refund - The Schaffran Agency LLC	50.00
THE SCHAFFRAN AGENCY LLC Total					50.00
VARI SALES CORPORATION	3412	IVC-2-1610506	Administration	Stand Up Desk - Thompson	363.95
VARI SALES CORPORATION Total					363.95
VERIZON WIRELESS	452	9863804262	Genl Govt/Facilities	PW Cell Phones & 2 iPads	18.75
				Patricia Cell Phone	41.89
				PW Director iPad	4.22
				Julie iPad	28.00
			Public Safety	PD Cell Phones	524.81

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WELLS FARGO	1681	202009-6996	Administration	Demoss Elgi Network Membership Admin Dept Training Resources	180.00	
		202009-7010	Genl Govt/Facilities	Hoots Pocketpress Criminal/Infraction RCW Books - WA SALES TAX	(8.27)	
				Hoots Afp&Cc/Nacop Life Saving Award - WA SALES TAX	(3.78)	
				Hoots Paypal Fs Trueid Officer ID Cards - WA SALES TAX	(3.99)	
				Public Safety	Hoots Paypal Fs Trueid Officer ID Cards - PAY WA SALES TAX	51.49
					Hoots Costco Whse #0772 Canned Air - PD	20.59
					Hoots Adobe Acropro Subs software - PD	16.25
					Hoots Costco Whse #0772 PHOTOS FOR PD - ID CARDS	4.49
					Hoots Galls Uniform Pin	15.61
					Hoots Tlo Transunion BACK GROUND INVESTIGATION	54.20
					Hoots Pocketpress Criminal/Infraction RCW Books - PAY WA SALES T	106.67
					Hoots Afp&Cc/Nacop Life Saving Award - PAY WA SALES TAX	48.78
					Hoots Midwayusa Com GUN GRIPS	47.32
			202009-5756	Information Technology	Rubio Romero Adobe Acropro Subs Software - Stuart	16.14
					Rubio Romero Adobe Creative Cloud Software - DeMoss	57.44
					Rubio Romero Apple.Com/Bill CH ipad	14.08
					Rubio Romero Amazon Web Services Website backup	0.41
					Rubio Romero Txtsignal.Com Outreach txtting software	39.00
					Rubio Romero Eclinchier Social Media	49.00
					Rubio Romero Apple.Com/Bill Community Events Ipad	10.83
					Rubio Romero Adobe 800-833-6687 Software - Giles	16.25
					Rubio Romero Zoom.Us 888-799-9666 Meeting Platform	59.60
			202009-6939	Community Development	Lust Paypal Oregonchapt Annual OR/WA APA conference - Claire/An	300.00
			202009-6947	Genl Govt/Facilities	Kipp Target Birdfest Crafts	38.50
				Human Resources	Kipp Costco Whse #0772 Wellness Snacks	198.24
			202009-7051	Genl Govt/Facilities	Blehm Laborlawcenter Inc PWSTW Labor Law Posters/Electronic - W	(6.12)
				Public Works	Blehm Laborlawcenter Inc PWSTW Labor Law Posters/Electronic - P	78.97
				Human Resources	Blehm Societyforhumanresource Annual membership fee	219.00
					Blehm Sq Lava Java All Hands Coffee coupon	70.00
					Blehm Old Liberty Theater Llc All Hands Coffee coupons	55.66
					Blehm Ipma-Hr Review and prep for certification test	100.00
			202009-6962	Genl Govt/Facilities	Denton In Power Plastics Corp. Sneezeguards - CH/RACC - Tax	(95.03)
					Denton In Power Plastics Corp. Sneezeguards - CH/RACC - PAY WA	1,226.39
				Public Works	Denton J2 Blueprint Supply Co Spec books for P20013 N 10th Ave	68.71
			202009-7028	Genl Govt/Facilities	Brunson Ebac Industrial Products Dehumidifier for A. Park CL2 ro	(94.57)
				Public Works	Brunson Ebac Industrial Products Dehumidifier for A. Park CL2 ro	1,220.44
					Brunson Ridgefield Pioneer Crew Refreshments	11.24
			202009-6988	Administration	Knottnerus Event Inclusive Public Training - Knottnerus/DeMoss	70.00
			202009-6921	Public Safety	Doriot 5.11 Inc. Shirts for new hires for PPP	215.02
					Doriot Galls Uniform for Doriot	133.32
			202009-6913	Community Development	Kast Car'L B Clean Carwash Car Wash Books for CDD Vehicles	140.00
			202009-7044	Genl Govt/Facilities	Arends Eastside Steel Inc Door Repair Overlook Park - WA Sales T	(11.02)
				Public Works	Arends Eastside Steel Inc Door Repair Overlook Park - Pay WA Sal	142.18
WELLS FARGO Total					7,791.41	

Attachment: October 22, 2020 - Claims Report (Approval of Claims And/Or Payroll)

City of Ridgefield
Claims Payment Report
For Approval on: October 22, 2020

3.1.a

WOODLAND TRUE VALUE HARDWARE	1507	A231442	Public Works	(blank)	29.09
WOODLAND TRUE VALUE HARDWARE Total					29.09
ZEBRUN & ZEBRUN	3519	3519-20201022	Finance	Small Business Sustainability Grant - Starliner	3,000.00
ZEBRUN & ZEBRUN Total					3,000.00
Grand Total					465,386.80

Attachment: October 22, 2020 - Claims Report (Approval of Claims And/Or Payroll)

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: October 22, 2020

ITEM:

AGENDA ITEM TITLE: Approval of Minutes from the October 8, 2020 Meeting

AGENDA ITEM TITLE:

Approval of minutes from the following meeting(s) of the council:

GOVERNING LEGISLATION:

Not applicable

PREVIOUS COUNCIL ACTION TAKEN:

Not applicable

SUMMARY/BACKGROUND:

Staff has prepared the minutes for Council consideration of adoption for the Council meeting(s)

BUDGET/FINANCIAL IMPACTS:

Not applicable

RECOMMENDED ACTION OR MOTION:

Staff recommends Council approve the minutes by making the following motion:

1. "I move to approve the consent agenda"

STAFF CONTACT: Julie Ferriss, City Clerk

ATTACHMENTS: 10-08-2020 (PDF)



CITY OF RIDGEFIELD, WASHINGTON

City Council MEETING MINUTES

October 8, 2020

Regular Meeting - 6:30 PM

GENERAL SESSION CALL TO ORDER - 6:30 PM

CITY COUNCIL JOIN THE MEETING VIA TELECONFERENCE

ROLL CALL

Attendee Name	Title	Status	Arrived
Ron Onslow	Councilor	Present	
Lee Wells	Councilor	Present	
Don Stose	Mayor	Present	
Sandra Day	Councilor	Present	
Jen Lindsay	Councilor	Present	
Rob Aichele	Councilor	Present	
Dana Ziemer	Councilor	Absent	

MOTION: Council Member Sandra Day moved to excuse Council Member Ziemer from the meeting.

SECOND: Council Member Jennifer Lindsay.

Motion passed.

LATE CHANGES TO THE AGENDA

PROCLAMATION

Breast Cancer Awareness Month

CONSENT AGENDA - MOTION TO APPROVE AS PRESENTED.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ron Onslow, Councilor
SECONDER:	Lee Wells, Councilor
AYES:	Onslow, Wells, Stose, Day, Lindsay, Aichele
ABSENT:	Ziemer

1. Approval of Claims And/Or Payroll
2. Approval of Minutes from the September 24, 2020 Meeting

PRESENTATION

1. 3Rd Quarter Financial Report
2. Salary Commission Update - Clyde Burkle, Chair

BUSINESS**1. Second Reading of Ordinance No. 1326 – Transportation Impact Fee List Update - Bryan Kast, Public Works Director**

Ordinance 1310 was passed that separated the Traffic Impact Fee (TIF) list from the CFP to allow better flexibility to amend or update the list. Since then several of the projects on the TIF list have been completed, and other projects have been identified as new priorities. This update to the TIF list will remove the Roundabout at Royle and S. 3rd St, improvements to the Roundabout at Royle and Pioneer, and Construction of S. Wells Drive from the TIF List, as they have now been completed, and will add 65th Ave, 56th Ave and a new collector south of Pioneer as TIF eligible projects. Based on the discussions at the first reading, for the second reading the Pioneer Canyon Drive Bridge to Reiman Road has been removed from the TIF List, and N.5th Street from 56th Ave west to Royle Rd has been added. Additionally the Roundabout at Pioneer Street and Union Ridge Parkway has been added to the list and the TIF and Grant shares for the Pioneer Street Extension project have been increased. This will allow the City to meet the match obligation for the BUILD project using TIF funds, and will also allow the developers that build the remaining sections of the Pioneer Street Extension some additional TIF credits.

MOTION: MOVED TO ADOPT ORDINANCE NO. 1326 AS PRESENTED.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Rob Aichele, Councilor
SECONDER:	Sandra Day, Councilor
AYES:	Onslow, Wells, Stose, Day, Lindsay, Aichele
ABSENT:	Ziemer

COUNCIL/PRESIDING OFFICER/STAFF REPORTS**Council**

Council Member Onslow - Attended virtual AWC meeting, RTC meeting.

Council Member Day - Attended virtual library district meeting, Birdfest event, annual Clark County Disability Employment Awareness event.

Council Member Wells - Attended Discovery Clean Water Alliance meeting.

Council Member Lindsay - Attended annual Clark County Disability Employment Awareness event.

Council Member Aichele - Continue painting Dragon Boats, Clark County historic museum meeting.

Mayor

Attended Rep. Fey and Rep. Wylie transportation roundtable meeting.

City Manager

City Manager Steve Stuart - Provided COVID-19 updates.

Deputy City Manager Lee Knottnerus - Correctly recruiting for Building Inspector, Make a Difference Month.

Finance Director Kirk Johnson - Small business grant program update, Shop Local program update, Budget Committee, ClearGov update.

Public Works Director Bryan Kast - Transportation projects updates provided.

Community Development Director Claire Lust - Community Development report provided.

Police Chief John Brooks - National Night Out, Out of State vehicle plate enforcement update.

ADJOURN - [7:44 PM](#)

Attachment: 10-08-2020 (Approval of Minutes)

Julie Ferriss, City Clerk

Don Stose, Mayor

Attachment: 10-08-2020 (Approval of Minutes)

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: October 22, 2020

ITEM: BUSINESS

AGENDA ITEM TITLE: An Ordinance of the City of Ridgefield, Washington
Amending Ordinance No. 1302 and 1316 Pertaining to
the 2020 Budget

GOVERNING LEGISLATION:

Revised Code of Washington Chapter 35A.33, City of Ridgefield Financial Policy #07: Budget

PREVIOUS COUNCIL ACTION TAKEN:

Council adopted Ordinance No. 1302 pertaining to the 2020 Budget on November 21, 2019.
Council adopted Ordinance No. 1316 amending the 2020 Budget on May 14, 2020.

SUMMARY/BACKGROUND:

City Council proactively addressed the ongoing pandemic with a reduction in expense and a reduced revenue projection in May 2020. As the state reopened to business and specifically construction, the City of Ridgefield saw significant development in single family residential housing. More recently the City has seen commercial development resume. As a result of these activities, revenues related to development have increased. Staff are bringing forward a budget amendment that addresses the increase in revenue, additional grant receipts and corresponding expense and some safety expenditures not included in the current 2020 budget.

The City is forecasting the following revenue increases related to the development; sales and use tax \$300,000 (initial estimates were that the City would see a 25% decrease, current estimates have reduced that to a 15% reduction), \$1,275,000 in additional development revenue (SFR permits and plan check fees), and \$1,000,000 in additional REET, Impact Fees and water SDC revenue. Staff are also requesting the additional expense and revenue associated with installation of water meters for new development. The expense is \$89,100 and the revenue \$114,750.

Additional revenue increases in the General Fund total \$43,000 for event donations, business licenses and miscellaneous revenues. The City is also recognizing \$547,630 in additional grant funding and \$519,130 in 2020 expense related to the grants, highlighted by the receipt of CARES Act funding to address Covid-19 related expenses.

Additional expenditures include \$60,000 in safety initiatives in the Street Fund. Funding for these expenditures are from a General Fund transfer and resulting reallocation of existing General Fund expense. This ends up as a net \$0 change due to the reduction in previously approved General Fund expense. Staff also are adding \$50,000 for additional water source purchase from Clark Public Utilities. The City has three capital projects that had required change orders; RORC fencing \$20,000, S 3rd Ave Improvements \$15,000 and Refuge Park Improvements \$12,000. This will allow all three projects to be completed in 2020. The final amendment item is

for design completed in 2020 for the Gee Creek Trail North project of \$25,000. The City will be receiving a \$100,000 grant to complete construction in 2021.

Overall adjustments to the 2020 budget would be \$2,732,750 in additional revenue, \$547,630 in new grant funding, for a total increase of \$3,280,380, \$730,230 in new one-time expense, and \$72,000 in fund transfers. No ongoing expense is requested.

The final fund balance impact over all funds is a positive \$2,550,150.

Refer to the attached exhibit "A" for Ordinance No. 1328 for a list of project requests and the following table for detailed fund balance impact.

Fund Balance Impact								
			Total Expense	Ongoing Expense	One-Time Expense	Change In Revenue	Interfund Transfer In	Fund Impact
001	General Fund		481,130	-	421,130	852,630		371,500
001-58	Building Fees		-	-	-	1,275,000		1,275,000
101	Street Fund		60,000		60,000	-	60,000	-
105	REET Fund		15,000	-	-	300,000	-	285,000
114	PIF Fund		57,000	-	-	400,000	-	343,000
115	TIF Fund		-	-	-	(500,000)	-	(500,000)
300	General Capital		12,000	-	72,000	-	12,000	-
406	Water Fund		161,100	-	161,100	136,750	-	(24,350)
408	Storm Fund		16,000	-	16,000	16,000	-	-
416	Water SDC		-	-	-	800,000	-	800,000
		Total	802,230	-	730,230	3,280,380	72,000	2,550,150

BUDGET/FINANCIAL IMPACTS:

Please refer to the included table and to Exhibit "A" attached to Ordinance No. 1328

RECOMMENDED ACTION OR MOTION:

Staff recommends Council conduct the first reading of Ordinance No. 1328

STAFF CONTACT:

Kirk Johnson, Finance Director

ATTACHMENTS:

2020 Budget Amendment 2 (PDF)

2020 Budget Amendment 2 - Exhibit A (PDF)

ORDINANCE NO. 1328

AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON AMENDING ORDINANCE NO. 1302 AND 1316 PERTAINING TO THE 2020 BUDGET

WHEREAS, the Ridgefield City Council at its regular meeting on November 21, 2019 adopted Ordinance No. 1302 which adopted the City of Ridgefield 2020 budget; and

WHEREAS, the Ridgefield City Council at its regular meeting on May 14, 2020 adopted Ordinance No. 1316 which amended the City of Ridgefield 2020 budget; and

WHEREAS, the City of Ridgefield deems it necessary to adjust its forecast for revenue and appropriate additional expenditures in 2020 in the funds that are identified in the attached Exhibit "A" of the 2020 budget amendment; and

WHEREAS, these expenditures were not anticipated at the time of the adoption of the 2020 budget.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Public Interest. The Ridgefield City Council finds it to be in the public interest to amend the 2020 budget to account for revenues and expenditures that were not anticipated at the time of adoption.

Section 2. Budget Amendment Adopted. Ordinance No. 1302, and the budget of the City of Ridgefield for fiscal year 2020 shall be amended to include the additional receipt and/or reduction of funds and the additional and/or reduction of expenditures addressing the funds shown in the attached Exhibit "A".

Section 3. Severability. Any provision of this ordinance or its application to any person, legal entity, or circumstance is held invalid, the remainder of the ordinance or its application to other persons, legal entities, or circumstances is not affected.

Section 4. Regulatory Conflicts. All other Ordinances and parts of other Ordinances inconsistent or conflicting with any part of this Ordinance are hereby repealed to the extent of the inconsistency or conflict.

Section 5. Corrections. The City Clerk and the codifiers of this ordinance are authorized to make necessary clerical corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 6. Effective date. This ordinance shall be in full force and effect five (5) calendar days after adoption and publication pursuant to law.

PASSED BY THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON ON THE 5th DAY OF NOVEMBER, 2020.

Don Stose,
Mayor

ATTEST:

Julie Ferriss,
City Clerk

APPROVED AS TO FORM:

Janean Parker,
City Attorney

First Reading:	October 22, 2020
Second Reading	November 5, 2020
Date of Publication:	November 11, 2020
Effective Date:	November 16, 2020



2020 Budget Amendment – Ordinance No. 1328
First Reading October 22, 2020



2020 Budget Amendment – Ordinance No. 1328

2020 Development Revenue and Expense

Project	Funding Source	Expense	Revenue	Description
Retail Sales and Use Tax Revenue	Sales Tax	\$0	\$300,000	Increase in year-end forecast retail sales & use tax.
SFR Building Permits	Development	0	875,000	Increase in SFR permit revenue due to increase in permit activity. 480 issued permits through September.
Plan Check Fees	Development	0	400,000	Increase in plan check fees related to SFR permits and commercial permit review.
Real Estate Excise Tax	Excise Tax	0	300,000	Increase in home sales due to development activity.
Park Impact Fees	Development	0	400,000	Increase in park impact fee receipts due to SFR permit activity.



2020 Budget Amendment – Ordinance No. 1328

2020 Development Revenue and Expense

Project	Funding Source	Expense	Revenue	Description
Traffic Impact Fees	Development	\$0	(\$500,000)	Reduction in traffic impact fees due to reduced commercial activity.
Water System Development Charges	Development	0	800,000	Increase in water system development charge receipts due to SFR permit activity.
Water Meters	Development	89,100	114,750	Increase in water meter installs related to development activity. Approximately 200 meters.
Water	Water Rates	50,000	0	Increase in water purchases from CPU.
	Total	\$139,100	\$2,689,750	



2020 Budget Amendment – Ordinance No. 1328

2020 Miscellaneous Revenue

Project	Funding Source	Expense	Revenue	Description
Donations	Community Event – Donations	\$0	\$11,000	Donation receipts for 2020 virtual events.
Business License Fees	License Fees	0	15,000	Increase in business license receipts mainly from businesses located outside Ridgefield but conducting business in Ridgefield.
Miscellaneous Revenue	Miscellaneous	0	17,000	Increase in revenue from refunds or miscellaneous sources. Main refund from Workers Comp retro program.
	Total	\$0	\$43,000	



2020 Budget Amendment – Ordinance No. 1328

2020 Grant Revenues and Expenses

Project	Funding Source	Expense	Revenue	Description
Coronavirus Relief Fund	CARES Act	\$400,275	\$400,275	CARES Act funding to cover small business grant program, Shop Local, quarantined staff, PPP, and supplies.
Patrol Car – Cowlitz Tribe	Cowlitz Tribe Grant	70,000	70,000	Receipt of grant to purchase and outfit patrol car up to \$70,000.
Public Safety Overtime	WSCJ Training Commission	8,855	8,855	Grant to reimburse increased overtime due to sending officer to academy.
Shoreline Master Plan Grant Funding	Department of Ecology Grant	0	3,500	Grant funding to reimburse city expense for update to Shoreline Master Plan.
WFOA Intern Grant	WFOA	0	5,000	Grant to reimburse personnel expense for hosting a 2020 finance intern.
Wellness Grant	IPMA-HR, NASTF, SLGE, Wells Fargo	5,000	25,000	Grant funding receipt for wellness activity. Expense \$5,000 in 2020 and \$20,000 in 2021.
Affordable Housing Code Updates	Wa State Dept of Commerce	35,000	35,000	Grant funding to complete code updates for affordable housing. \$35k in 2020, \$15k in 21.
	Total	\$519,130	\$547,630	



2020 Budget Amendment – Ordinance No. 1316

2020 Proposed Expense

Project	Funding Source	Expense	Revenue	Description
Traffic Calming	General Fund Transfer	\$20,000	\$0	Purchase additional solar powered speed signs.
Solar Powered Cross Walks	General Fund Transfer	20,000	0	Complete purchase for solar powered crossing signals at Pioneer Street and Royle Road roundabout.
Wayfinding Signs	General Fund Transfer	20,000	0	Install wayfinding signs from I-5 junction to downtown core.
Reallocate General Fund Expense	General Fund Transfer	60,000	0	Reduce General Fund transfers to capital to reallocate funding for previous street initiatives.
RORC Fencing	Park Impact Fees	20,000	0	Change order for additional fencing expense for field 1 at RORC.
S 3 rd Ave Construction	Real Estate Excise Tax	15,000	0	Increased cost due to federal requirement for archeological review.



2020 Budget Amendment – Ordinance No. 1316

2020 Amendment 1 Below the Line Requests

Project	Funding Source	Expense	Revenue	Description
Gee Creek Trail North	Park Impact Fees	\$25,000	0	Design expense for grant match on Gee Creek Trail North. Construction in 2021.
Refuge Park Improvements	Park Impact Fees	12,000	0	Change order due to conflict with natural gas pipeline.
	Total	\$72,000	\$0	
	Total Budget Amendment	\$730,230	\$3,280,380	
	Revenue Increase		\$2,732,750	
	Grant Funding		\$547,630	



2020 Budget Amendment – Ordinance No. 1328

Fund Balance Impact

Fund	Total Expense and Transfers Out	Revenue	Interfund Transfer In	Fund Impact
General Fund	\$481,130	\$852,630	\$0	\$371,500
Building Fees	0	1,275,000	0	1,275,000
Street Fund	60,000	0	60,000	0
REET Fund	15,000	300,000	0	285,000
PIF Fund	57,000	400,000	0	343,500
TIF Fund	0	(500,000)	0	(500,000)
General Capital	12,000	0	12,000	0
Water Fund	161,100	136,750	0	(24,350)
Water SDC	0	800,000	0	800,000
Total	\$802,230	\$3,280,380	\$72,000	\$2,550,150



A blue heron is captured in mid-flight over a calm body of water, likely a pond or marsh. The bird's wings are spread wide, showing a mix of blue and brown feathers. The background is a dense wall of green trees and foliage, with sunlight filtering through the leaves, creating a dappled light effect on the water's surface. The water reflects the surrounding greenery and the bird. In the foreground, some out-of-focus green leaves are visible on the left side.

THANK YOU

Exhibit "A"



2020 Budget Amendment #2

Ordinance # 1328

ExpenseFunding Source													
Item No.	Requesting Department	Fund	Project	Funding Source	Total 2020 Apprpr.	Total Ongoing Annual Expense	Reapprop.	New Approp. Request	Revenue increase/ Decrease	Operating Fund, Special Revenue Fund Transfer	Loan/Grant	Fund Balance Impact	Description
1	Finance	General Fund	Retail Sales & Use Tax	Sales Tax	-	-	-	-	300,000	-	-	300,000	Increase in sales tax revenue due to development and economic recovery.
2	Finance	Community Development	SFR Building Permits	Building Permits	-	-	-	-	875,000	-	-	875,000	Recognize additional permitting fees due to continued development.
3	Finance	Community Development	Plan Check Fees	Building Permits	-	-	-	-	400,000	-	-	400,000	Recognize additional plan check fees related to continued development.
4	Finance	Real Estate Excise Tax	Excise Tax	REET	-	-	-	-	300,000	-	-	300,000	Increase in real estate excise tax due to development and more home sales.
5	Finance	Park Impact Fees	Impact Fees	PIF	-	-	-	-	400,000	-	-	400,000	Increase in park impact fees due to development and increase in SFR permits.
6	Finance	Traffic Impact Fees	Impact Fees	TIF	-	-	-	-	(500,000)	-	-	(500,000)	Decrease in impact fees due to additional projects issuing credits and use of those credits for commercial and SFR projects.
7	Finance	Water System Development Charges	System Development Charges	WSDC	-	-	-	-	800,000	-	-	800,000	Increase in water system development charges due to development and increase in SFR permits.
9	Finance	General Fund	Community Events	Donations	-	-	-	-	11,000	-	-	11,000	Recognize donations received for virtual community events.
10	Finance	General Fund	Business Licenses	License Fees	-	-	-	-	15,000	-	-	15,000	Recognize increase in business license revenue.



2020 Budget Amendment #2

Ordinance # 1328

					Expense				Funding Source				
Item No.	Requesting Department	Fund	Project	Funding Source	Total 2020 Appopr.	Total Ongoing Annual Expense	Reapprop.	New Approp. Request	Revenue increase/ Decrease	Operating Fund, Special Revenue Fund Transfer	Loan/Grant	Fund Balance Impact	Description
11	Finance	General Fund	Miscellaneous Revenue	Miscellaneous	-	-	-	-	17,000	-	-	17,000	Recognize revenue from workers comp retro program and other miscellaneous sources.
12	Finance	Public Safety	Public Safety Patrol Vehicle	Grant	70,000	-	-	70,000	-	-	70,000	-	Recognize the grant proceeds from the Cowlitz Tribe to purchase and outfit a new patrol vehicle.
13	Finance	General Fund	Public Safety Overtime	Grant	8,855	-	-	8,855	-	-	8,855	-	Recognize grant funding to cover additional overtime related to officers attending academy.
14	Finance	General Fund, Water Fund, Storm Fund	CARES Act Grant Funding	Grant	-	-	-	-	-	-	400,275	400,275	Recognize grant funding for CARES Act to cover additional expense related to COVID-19.
15	Finance	General Fund, Water Fund, Storm Fund	Personnel Expense	Grant	170,000	-	-	170,000	-	-	-	(170,000)	Additional Covid-19 related personnel expense due to quarantined staff members to address public health recommendations.
16	Finance	General Fund	Supplies - COVID Related	Grant	80,275	-	-	80,275	-	-	-	(80,275)	Additional appropriation related to Covid-19 supplies and services.
17	Finance	General Fund	Small Business Grant Program	Grant	75,000	-	-	75,000	-	-	-	(75,000)	Implement small business grant program funded through CARES Act.
18	Finance	General Fund	Shop Local and Save	Grant	75,000	-	-	75,000	-	-	-	(75,000)	Implement multiple rounds of shop local rebate program for local business assistance.
19	Finance	General Fund	Shoreline Master Plan Grant Funding	Grant	-	-	-	-	-	-	3,500	3,500	Recognize grant funding related to long range planning for shoreline master plan update.
20	Finance	General Fund	WFOA Intern Grant	Grant	-	-	-	-	-	-	5,000	5,000	Recognize grant to fund Finance Department intern program.



2020 Budget Amendment #2

Ordinance # 1328

					Expense			Funding Source					
Item No.	Requesting Department	Fund	Project	Funding Source	Total 2020 Appopr.	Total Ongoing Annual Expense	Reapprop.	New Approp. Request	Revenue increase/ Decrease	Operating Fund, Special Revenue Fund Transfer	Loan/Grant	Fund Balance Impact	Description
21	CDD	General Fund	Affordable Housing Code Updates	Grant	35,000	-	-	35,000	-	-	35,000	-	Updates to affordable housing code. Grant funded. \$15k budgeted for 2021 to complete update.
22	Admin/HR	General Fund	Wellness	Grant	5,000	-	-	5,000	-	-	25,000	20,000	Received wellness grant for new program. Estimate is \$5k expense in 2020 and \$20k in 2021.
23	Public Works	Street Fund	Traffic Calming	General Fund Transfer	20,000	-	-	20,000	-	20,000	-	(20,000)	Reimplement traffic calming project to purchase solar speed limit signs for safety project.
24	Public Works	Street Fund	Wayfinding Signs	General Fund Transfer	20,000	-	-	20,000	-	20,000	-	(20,000)	Purchase wayfinding signs to direct traffic from I-5 to downtown to assist local business.
25	Public Works	Street Fund	Solar Powered Cross Walks	General Fund Transfer	20,000	-	-	20,000	-	20,000	-	(20,000)	Purchase solar powered cross walk signs for roundabout at Royle Rd and Pioneer St for safety. Increase from original budget of \$36,600.
26	Finance	General Fund	Transfer to Street Fund - Capital	General Fund	(60,000)	-	-	(60,000)	-	(60,000)	-	60,000	Reallocate funding from existing budget to transfer for street fund projects. No new funding requested.
27	Finance	Water Fund	Service/Meter Fees	Building Permits	89,100	-	-	89,100	114,750	-	-	25,650	Recognize additional expense and revenue for 270 additional water meter purchase and install for new building permits.
28	Public Works	Water Fund	Water Utility	Water Rates	50,000	-	-	50,000	-	-	-	(50,000)	Increase in water expense due to purchases from CPU from intertie during high usage times.
29	Public Works	General Capital	RORC Fencing	PIF	20,000	-	-	20,000	-	20,000	-	(20,000)	Change order for additional fencing and wind screen for RORC. Increases total budget to \$70,000.

													
2020 Budget Amendment #2													
Ordinance # 1328													
Expense Funding Source													
Item No.	Requesting Department	Fund	Project	Funding Source	Total 2020 Appopr.	Total Ongoing Annual Expense	Reapprop.	New Approp. Request	Revenue increase/ Decrease	Operating Fund, Special Revenue Fund Transfer	Loan/Grant	Fund Balance Impact	Description
30	Public Works	General Capital	S 3rd Ave Construction	REET	15,000	-	-	15,000	-	15,000		(15,000)	Additional budget request for archeological review for S 3rd Ave Improvements.
31	Public Works	General Capital	Gee Creek Trail North	PIF	25,000	-	-	25,000	-	25,000		(25,000)	Match amount for trail improvements design. Construction covered by \$100k grant.
32	Public Works	General Capital	Refuge Park Improvements	PIF	12,000	-	-	12,000	-	12,000	-	(12,000)	Change order for Refuge Park due to conflict with gas lines.
Total Budget Amendment					730,230	-	-	730,230	2,732,750	72,000	547,630	2,550,150	

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: October 22, 2020

ITEM: BUSINESS

AGENDA ITEM TITLE: Resolution of the City of Ridgefield, Washington Amending a Business Support Grant Program in Response to the Coronavirus (Covid-19) Pandemic

GOVERNING LEGISLATION:

Coronavirus Aid, Relief, and Economic Security Act (Cares Act), Section 601(a) of the Social Security Act as amended by section 5001 of the Coronavirus, Relief, and Economic Security Act; 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; City of Ridgefield CRF Eligibility Policy and Procedures

PREVIOUS COUNCIL ACTION TAKEN:

Council adopted Resolution No. 574 declaring a public health emergency on March 26, 2020; Council adopted Resolution No 575 the City of Ridgefield's Continuing Operations Plan on March 26, 2020; Council adopted Resolution No. 577 implementing the Shop Local and Save assistance program on May 14, 2020; Review CRF Eligibility Policy and Procedures on August 13, 2020; Council adopted Resolution No. 585 on September 24, 2020 establishing a business support grant program

SUMMARY/BACKGROUND:

I. Purpose

The purpose of this temporary emergency program is to assist small, locally owned Ridgefield-based for-profit businesses to survive the COVID-19 crisis, to minimize disruptions to workers and maintain availability of local goods and services in Ridgefield. The Ridgefield City Council has committed a portion of CARES Act funding to the COVID-19 Ridgefield Small Business Stabilization Grant Fund, an emergency fund that provides small working capital grants to qualifying small businesses to mitigate the direct impacts of business interruption due to operations limits during the initial phases of the COVID-19 response.

II. Funding

The City Council previously allocated \$50,000 of CARES Act funding for grants. The grant awards will be between \$1,000 and \$3,000 per business in compliance with the business and fund use criteria. Grants will be provided on a first come first served basis for eligible expenses incurred between March 1 and November 15, 2020. The program may be terminated on November 15, 2020, or such date as allocated funding has been used, whichever is earlier. Currently the city has issued \$42,000 in grants to 14 local businesses. The city has an additional \$20,000 in grant requests pending. Council directed staff to review potential expenses, grants and funding through the Shop Local and Save Program to ensure

CARES Act Funding is used locally up to the allotted amount awarded to the City of Ridgefield. To address the use of the funding, staff are bringing to council for consideration, the extension of the business grant program to continue to award grants up to the full amount of remaining funds.

III. Business Criteria

- Business must be a private, for profit business. *Independent Contractors are not eligible for this program.
- Business and/or any owner may not be suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal transactions.
- Business must have less than 25 FTE (full-time equivalent employees.) with priority given to those with 10 or fewer FTE.
- Business must have a physical storefront establishment within Ridgefield's city limits.
- Business must have a current Ridgefield business license and must be current on all state licensing and other regulatory requirements, as applicable.
- Business must have experienced a negative direct impact of business interruption due to operational limitations during initial phases of the COVID-19 pandemic response.
- Business must not be a national chain. National chains are defined as franchises/for-profit corporations;

In addition to the small business stabilization grant program the City is continuing to offer the "Shop Local and Save" utility rebate program for additional local business assistance. The current program will expire October 31, 2020 Terms and conditions of the program would mirror the initial roll out offering a \$15 rebate for every \$25 spent at a local business up to a maximum of \$75 in rebates per residential utility account.

Currently staff have seen reduced requests for the Shop Local and Save Program compared to the first round of rebates. After 4 weeks of activity the comparison was \$4,920 in rebates in the second round compared to \$19,245 in the first round. Residents can remit receipts through November 15, 2020 for rebates for purchases made between September 14, 2020 and October 31, 2020 at businesses in the Ridgefield city limits.

BUDGET/FINANCIAL IMPACTS:

Impacts include the receipt of grant funding from the Coronavirus Relief Fund through the US Treasury Department and Department of Commerce. The City has approximately \$99,000 remaining in CARES Act funding available. We estimate approximately \$25,000 - \$30,000 in expense through the end of November and an additional \$15,000 - \$20,000 in Shop Local and Save funding.

RECOMMENDED ACTION OR MOTION:

Staff recommends that Council adopt resolution No. 586 as presented by making the following motion:

“I move to adopt Resolution No. 586 as presented.”

STAFF CONTACT:

Kirk Johnson, Finance Director

ATTACHMENTS:

Ridgefield Small Business Grant Program (PDF)

Interagency Agreement_20-6541C-303 (PDF)

Uses of Program Grant Funds (PDF)

Small Business Grant Application (PDF)

Small Business Grant Agreement (PDF)

Resolution No.586**RESOLUTION OF THE CITY OF RIDGEFIELD, WASHINGTON AMENDING A BUSINESS SUPPORT GRANT PROGRAM IN RESPONSE TO THE CORONAVIRUS (COVID-19) PANDEMIC**

WHEREAS, on January 31, 2020, the United States Department of Public Health and Human Services Secretary Alex Azar declared a public emergency for the novel coronavirus (COVID-19) beginning on January 27, 2020; and

WHEREAS, on February 29, 2020, Governor Jay Inslee signed a Proclamation declaring a State of Emergency exists in all counties in the State of Washington due to the number of confirmed cases of COVID-19 in the state; and

WHEREAS, on March 26, 2020 the City of Ridgefield passed Resolution No. 574 finding that an emergency exists that requires immediate measures to protect the public health and safety of Ridgefield residents; and

WHEREAS, the Center for Disease Control and Prevention, as well as Washington's Governor Inslee and the Clark County Department of Health, have issued various orders and recommendations to limit activities, limit gatherings of people, and promote social distancing to mitigate the spread of Covid-19; and

WHEREAS, the spread of COVID-19 and social distancing efforts to stop its spread are having significant adverse economic impacts on small businesses and workers; and

WHEREAS, disruptions to workers and small businesses are serious, as small businesses are the backbone of our economy, and provide the foundation of employment, services for the community, and revenue in order for cities and other public agencies to continue to provide essential services for the public welfare and benefit; and

WHEREAS, citizens who have lost their primary source of income may be unable to afford to stay home or practice social distancing which could have a negative impact on the public's health; and

WHEREAS, state agencies and partners are working to swiftly respond to the economic impact that the COVID-19 pandemic is having on Washington State; and

WHEREAS, the Ridgefield City Council recognizes that one of its essential functions is to secure the health and welfare of Ridgefield's citizens; and

WHEREAS, small business plays a vital role in the overall health and welfare of Ridgefield's citizens; and

WHEREAS, resources are necessary to help small businesses survive and certain small businesses reasonably require public aid in order to survive; and

WHEREAS, the Ridgefield City Council adopted Resolution No. 585 establishing a Business Support

Grant Program in Response to the Coronavirus (Covid-19 Pandemic); and

NOW THEREFORE, be it resolved by the City Council of the City of Ridgefield, Washington, as follows:

Section 1. Public Interest. The City Council finds that it is in the public interest for the City of Ridgefield to use additional funding from the CARES Act provided to the City to extend a grant program to provide resources to small Ridgefield businesses struggling to survive the Covid-19 Pandemic.

Section 2. Recitals. Each and every one of the recitals contained in the “whereas” clauses of the preamble to this resolution are hereby adopted as findings of fact and incorporated herein fully by this reference.

Section 3. CARES Act funding disbursement. The City Council hereby allocates additional CARES Act funding up to the remaining grant allocation available from the Coronavirus Relief Funds to be utilized for economic recovery grants for small businesses in response to the impacts resulting from the COVID-19 pandemic.

Section 4. Amend Grant Program. The City Council directs staff to allocate additional available funds in Section 3 herein that may be used for a COVID-19 Small Business Stabilization Grant Fund Program. The City Manager is directed to continue the Program consistent with the criteria set forth in Exhibit 3 and is further authorized to administer the Program in accordance with the requirements of the CARES Act and the Washington Department of Commerce and to adopt such administrative regulations as necessary to administer the Program with the criteria set forth in Exhibit 1 and 2.

Section 5. Effective Date. This Resolution shall become effective upon adoption and shall continue until further action of the City Council.

ADOPTED AT A REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON THIS 22nd DAY OF OCTOBER 2020.

CITY OF RIDGEFIELD

Don Stose

Mayor

Attest:

Julie Ferriss

City Clerk



Ridgefield Small Business Stabilization Grant Program

I. Purpose

The purpose of this temporary emergency program is to assist small, locally owned Ridgefield-based for-profit businesses to survive the COVID-19 crisis, to minimize disruptions to workers and maintain availability of local goods and services in Ridgefield. The Ridgefield City Council has committed a portion of CARES Act funding to the COVID-19 Ridgefield Small Business Stabilization Grant Fund, an emergency fund that provides small working capital grants to qualifying small businesses to mitigate the direct impacts of business interruption due to operations limits during the initial phases of the COVID-19 response.

II. Funding

The City Council has allocated CARES Act funding for grants. The grant awards will be between \$1,000 and \$3,000 per business in compliance with the business and fund use criteria. Grants will be provided on a first come first served basis for eligible expenses incurred between March 1 and November 15, 2020. The program may be terminated on November 15, 2020, or such date as allocated funding has been used, whichever is earlier. Program may be extended in the event additional funding is allocated or the CARES Act grant funding deadlines are extended.

III. Business Criteria

- Business must be a private, for profit business. *Independent Contractors are not eligible for this program.
- Business and/or any owner may not be suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal transactions.
- Business must have 25 FTE (full-time equivalent employees.) or fewer with priority given to those with 10 or fewer FTE.
- Business must have a physical storefront establishment within Ridgefield's city limits.
- Business must have a current Ridgefield business license and must be current on all state licensing and other regulatory requirements, as applicable.
- Business must have experienced a negative direct impact of business interruption due to operational limitations during initial phases of the COVID-19 pandemic response.
- Business must not be a national chain. National chains are defined as franchises/for-profit corporations;

IV. Uses of Program Grant Funds:

1. Eligible Uses of Program Grant Funds
 - a. Payment of rent or required monthly loan payments.
 - b. Payments of regular wages, employee benefits and taxes; provided such expenses have not been and, to the best knowledge of the Recipient, will not be reimbursed under any federal, state or regional program, including any grant or loan programs.
 - c. Expenditures involved in typical operating costs, including those set forth on an income statement as a regular, ongoing cost of operating the business.
 - d. Typical draws or wages paid on a regular interval to the owner; provided such draws or wages are consistent with those paid to the owner in previous corresponding quarters, years or other appropriate time intervals.

- e. Expenses for compliance with COVID-19-related public health measures, including personal protective equipment and supplies, plexiglass barriers or other similar equipment and expenses reasonably necessary for the protection of public health and the health of Recipient owners and employees.
- f. Expenses for equipment to enable outdoor seating in compliance with COVID-19 related public health measures such as temporary covers, heaters, air conditioning, fencing and other similar equipment reasonably necessary to promote ongoing business activities and protection of public health and the health of Recipient owners and employees.

2. Ineligible Uses of Program Grant Funds.

- a. Political campaign contributions or donations.
- b. Charitable contributions or gifts.
- c. Bonus payments to Recipient owners, officers or employees.
- d. Payment of wages to any member of the Recipient owner's family who is not a bona fide employee.
- e. Draws or salary to Recipient owner that exceeds the amount paid over a corresponding interval, quarter, or year in 2019.
- f. Paydown or payoff of debt by more than the monthly amount required by the underlying debt instrument.
- g. Payroll and other employee- or business-associated costs for which the Recipient has received or expects to receive reimbursement from other federal, state or regional funds (e.g. Payroll Protection Program or unemployment insurance).
- h. Damages covered by insurance.
- i. Reimbursement to donors for donated items or services.
- j. Severance pay.
- k. Legal settlements.
- l. Any expenses not considered an eligible business expense by the Department of the Treasury Internal Revenue Service.

V. Application process and award process

- 1. Applicants must complete and submit a grant application to the City's Finance Department. Only one application per business. [*See Exhibit A--Application]
- 2. Applications will be reviewed on a first-come, first-eligible served basis. All required supporting documentation **MUST** be submitted with completed application in order to be considered for grant funding.
- 3. Applicants will be notified of their application's approval or rejection and funding amount, by City staff. Amount of funding awarded to a business will be based on eligible expenses with a maximum award amount of \$3,000.
- 4. To receive the award, the Applicant must enter into an Agreement with the City governing the use of the funds. [See Exhibit B—Grant Award Agreement]

VI. Administration and internal control measures

The City will receive completed applications electronically at finance@ci.ridgefield.wa.us, by mail to City of Ridgefield, PO Box 608, Ridgefield, WA 98642, or via drop box at City Hall, 230 Pioneer Street, Ridgefield, WA 98642 and will time and date stamp application upon receipt. The City will review each application for completeness and for business eligibility and expense eligibility. The City will document each review and notify the applicant of their eligibility or ineligibility and the amount of the grant to be funded, if any. Upon notification, the applicant must execute an agreement with the City prior to receiving the funds.

All promotional materials must contain the following: "This program was supported by a grant awarded by the US Department of Treasury. Points of view in this document are those of the City and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund through the Washington State Department of Commerce."



Interagency Agreement with

City of Ridgefield

through

the Coronavirus Relief Fund for Local Governments

For

Costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020.

Start date: March 1, 2020

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FACE SHEET

Contract Number: 20-6541C-

Washington State Department of Commerce
Local Government Division
Community Capital Facilities Unit
Coronavirus Relief Fund for Local Governments

1. Contractor City of Ridgefield 230 Pioneer Street RIDGEFIELD, Washington 98642-0608		2. Contractor Doing Business As (optional) 	
3. Contractor Representative Kirk Johnson Finance Director (360) 887-3557 kirk.johnson@ciridgefield.wa.us		4. COMMERCE Representative Emily Hafford Project Manager (360) 725-2855 Fax 360-586-5880 emily.hafford@commerce.wa.gov P.O. Box 42525 1011 Plum Street SE Olympia, WA 98504-2525	
5. Contract Amount \$266,850.00	6. Funding Source Federal: X State: Other: N/A:	7. Start Date March 1, 2020	8. End Date October 31, 2020
9. Federal Funds (as applicable) \$266,850.00	Federal Agency: US Dept. of the Treasury	CFDA Number: 21.999	Indirect Rate (if applicable): 10.00%
10. Tax ID # XXXXXXXXXXXXXXXX	11. SWV # SWV0017111-00	12. UBI # 064000009	13. DUNS # 032009396
14. Contract Purpose To provide funds for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020. Final invoices must be received by November 15, 2020.			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work, Attachment "B" – Budget & Invoicing, Attachment "C" – A-19 Certification, Attachment "D" – A-19 Activity Report			
FOR CONTRACTOR Steve Stuart, City Manager Date		FOR COMMERCE Mark K. Barkley, Assistant Director, Local Government Division Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 05-01-2020. APPROVAL ON FILE.	

Attachment: Interagency Agreement_20-6541C-303 (Ridgefield Small Business Stabilization Grant Program Ph 2)

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

2. ACKNOWLEDGMENT OF FEDERAL FUNDS

Funds under the Contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act.

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

“This project was supported by a grant awarded by US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce.”

3. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

4. COMPENSATION

COMMERCE shall pay an amount not to exceed the contract amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work (Attachment A).

5. EXPENSES

Contractor shall receive reimbursement for allowable expenses as identified in the Scope of Work (Attachment A) or as authorized in advance by COMMERCE as reimbursable.

Travel expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

6. INDIRECT COSTS

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

7. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the Contractor for eligible Project expenditures, up to the maximum payable under this Contract. When requesting reimbursement for expenditures made, Contractor shall submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the COMMERCE Project Manager upon request.

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

The voucher must be certified by an official of the Contractor with authority to bind the Contractor. The final voucher shall be submitted to COMMERCE no later than November 15, 2020.

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, reimbursable expenditures as set forth under the Scope of Work (Attachment A) and Budget & Invoicing (Attachment B). The invoice shall include the Contract Number as stated on the Face Sheet.

Each voucher must be accompanied by an A-19 Certification (Attachment C) and A-19 Activity Report (Attachment D). The A-19 Certification must be certified by an authorized party of the Contractor to certify and attest all expenditures submitted on the voucher are in compliance with the United States Treasury Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

The A-19 Activity Report must be submitted which describes, in Excel spreadsheet and narrative form, a detailed breakdown of the expenditures within each applicable budget sub-category identified in the voucher, as well as a report of expenditures to date. COMMERCE will not release payment for any reimbursement request received unless and until the A-19 Certification and A-19 Activity Report is received. After approving the Invoice Voucher, A-19 Certification and Activity Report, COMMERCE shall promptly remit a warrant to the Contractor.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Should the Contractor be found to spent funds inconsistent with federal laws, rules, guidelines, or otherwise inappropriately, it is the responsibility of the Contractor to reimburse Commerce for any amount spent on disallowed costs.

8. AUDIT

Contractor shall maintain internal controls providing reasonable assurance it is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs; and prepare appropriate financial statements, including a schedule of expenditures of federal awards.

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Contractor is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Contractor shall notify COMMERCE they did not meet the single audit requirement.

The Contractor shall send all single audit documentation to auditreview@commerce.wa.gov.

9. **DEBARMENT**

- A. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this Contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.
- C. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Contractor further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Contractor certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- ii. Where the lower tier Contractor is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Contract.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

10. **LAWS**

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

United States Laws, Regulations and Circulars (Federal)

Contractor shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award, 2 CFR 200, Subpart F – Audit Requirements.

Contractor shall comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation.

Contractor shall comply with Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.

11. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget & Invoicing
- Attachment C – A-19 Certification
- Attachment D – A-19 Activity Report

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

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9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they

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relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. Contractor shall incorporate 2 CFR Part 200, Subpart F audit requirements into all subcontracts. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree

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with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

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21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

This funding is made available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") and Section V and VI of the CARES Act, for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). Under the CARES Act, the Coronavirus Relief Fund may be used to cover costs that:

1. **Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); AND**
2. **Are not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government.**

These funds may be used to reimburse for expenditures incurred during the period of March 1, 2020 thru Oct. 31, 2020. Please note: In order to ensure all funds have been fully utilized prior to the US Treasury's December 30, 2020 end date, the State of Washington must closeout contracts by October 31, 2020. All final requests for reimbursement must be received no later than November 15, 2020.

Expenditures must be used for necessary actions taken to respond to the public health emergency. These may include expenditures incurred to allow the local government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

Payments may be used only to cover costs not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either:

1. The cost cannot lawfully be funded using a line item, allotment, or allocation within that budget; OR
2. The cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The "most recently approved" budget is the enacted budget for the relevant fiscal period for the particular government. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Allowable expenditures include, but are not limited to:

1. Medical expenses such as:
 - a. COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - b. Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - c. Costs of providing COVID-19 testing, including serological testing.
 - d. Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - e. Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:

- a. Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - b. Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - c. Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
 - d. Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - e. Expenses for public safety measures undertaken in response to COVID-19.
 - f. Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - a. Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - b. Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - c. Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - d. Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - e. COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - f. Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - a. Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - b. Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - c. Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Budget & Invoicing

The Contractor shall determine the appropriate budget and use of funds within the following 6 budget categories and their sub-categories:

1. Medical
2. Public Health
3. Payroll
4. Actions to Comply with Public Health Measures
5. Economic Support
6. Other Covid-19 Expenses

The Contractor shall submit invoice reimbursement requests to the Commerce Representative using the Commerce Contract Management System's (CMS) Online A-19 Portal. Each reimbursement request must include:

1. A-19 Certification form – An authorized party of the local government will certify each invoice (A19) submitted for reimbursement and attest that all incurred expenditures meet the US Treasury Department's guidance: <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>
2. A-19 Activity Report
3. A detailed breakdown of the expenditures incurred within each applicable budget sub-category on the A-19 Activity Report.

The A-19 Certification and Activity Report templates will be provided with the executed contract. The documents are included in Attachment C and Attachment D for reference.

Receipts and proof of payment for costs incurred do not need to be submitted with A-19s. All contractors are required to maintain accounting records in accordance with state and federal laws. Records must be sufficient to demonstrate the funds have been used in accordance with section 601(d) of the Social Security Act. Commerce reserves the right to audit any costs submitted for reimbursement. The Contractor shall comply with Commerce A-19 audits and provide the appropriate records upon request.



LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION

I, **<FIRST, LAST NAME>**, am the **<TITLE>** of **<LOCAL GOVERNMENT>**, and I certify that:

1. I have the authority and approval from the governing body on behalf of the Local Government to request reimbursement from the Department of Commerce (Commerce) per contract number **<COMMERCE CONTRACT NUMBER>** from the allocation of the Coronavirus Relief Fund as created in section 5001 of H.R.748, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") for eligible expenditures included on the corresponding A-19 invoice voucher for report period **<REPORT PERIOD FROM A-19>**.
2. I understand that as additional federal guidance becomes available, a contract amendment to the agreement between Commerce and the Local Government may become necessary.
3. I understand Commerce will rely on this certification as a material representation in processing this reimbursement.
4. I certify the use of funds submitted for reimbursement from the Coronavirus Relief Funds under this contract were used only to cover those costs that:
 - a. Are *necessary expenditures* incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. Were not accounted for in the budget most recently approved as of March 27, 2020; and
 - c. Were incurred during the period that begins on March 1, 2020, and ends on October 31, 2020.
5. I understand the use of funds pursuant to this certification must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. We have reviewed the guidance established by U.S. Department of the Treasury¹ and certify costs meet the required guidance. Any funds expended by the Local Government or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to the State of Washington.

Footnote:

1 – Guidance available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf> (4/30/2020)

LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION

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6. I understand the Local Government receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 *Retention requirements for records* of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Such documentation shall be produced to Commerce upon request and may be subject to audit by the State Auditor.
7. I understand any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.
8. I understand funds received pursuant to this certification cannot be used for expenditures for which the Local Government has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

I certify that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.



 Printed Name



 Title

 Signature



 Date:

CRF A-19 Activity Report
INSTRUCTIONS

INSTRUCTIONS:

A completed CRF A-19 Certification and Activity Report must be submitted with each A-19 reimbursement request. The A-19 Activity Report must be submitted as an Excel spreadsheet, not a PDF. You must also include a detailed breakdown of the individual expenditures reported in **Column F** for each applicable sub-category included on the A-19 Activity Report.

There are 6 primary budget categories;

1. Medical Expenses
2. Public Health Expenses
3. Payroll expenses for public employees dedicated to COVID-19
4. Expenses to facilitate compliance with COVID-19-measures
5. Economic Supports
6. Other COVID-19 Expenses

Each primary budget category includes sub-categories and provides an option to add "other" sub-categories not listed.

Follow the below instructions when completing the A-19 Activity Report:

- 1 **REPORT PERIOD** - Enter the report period into **Cell D1** of the A-19 Activity Report.
 - a This should match the report period entered on the corresponding A-19.
 - b Report period should include MM/YY to MM/YYYY, i.e. 03/20, March 2020, 03/2020, etc.
- 2 **COLUMN E** - Enter the total amount of all previous reimbursement requests submitted to Commerce for each applicable sub-category.
- 3 **COLUMN F** - Enter the total amount being requested in the current reimbursement request for each applicable sub-category.
- 4 **COLUMN H: USE OF FUNDS** - You must include a general description of the use of the funds being requested for each applicable sub-category. Keep descriptions as concise as possible, but include adequate context to demonstrate how these funds helped address the COVID-19 emergency. If applicable, please consider:
 - a Providing a brief description of the specific activities performed.
 - b Identifying specific populations served.
 - c Identifying specific programs created or utilized.
 - d Including any known or intended outcomes, results, or community impacts.
- 5 **OTHER SUB-CATEGORIES** - Budget categories 1-5 include a placeholder to add an additional sub-category if necessary.
 - a Enter a **Title** for other expenses added within the appropriate budget category.
 - b Enter titles into **Cells: D10, D19, D27, D36, and D41**.
 - c There is only one "other" placeholder in each budget category section. Please combine multiple "other" sub-categories added to the same budget category.
- 6 **OTHER BUDGET CATEGORIES** - Budget category 6 is where you should include any eligible expenditures that don't fall under budget categories 1-5.
 - a Enter a **Title** for these "other" expenses within budget category 6.
 - b Enter titles into **Cells D44 - D48**.
 - c There are only 5 entry fields available within Budget Category 6.

Coronavirus Relief Fund
A-19 Activity Report

Report Period:

Eligible Expenditures	Previously Reported Expenditures	Current Expenditures this Invoice	Total Cumulative Expenditures	Brief Description of Use of Funds
1 Medical Expenses				
A. Public hospitals, clinics, and similar facilities	\$ -	\$ -	\$ -	
B. Temporary public medical facilities & increased capacity	\$ -	\$ -	\$ -	
C. COVID-19 testing, including serological testing	\$ -	\$ -	\$ -	
D. Emergency medical response expenses	\$ -	\$ -	\$ -	
E. Telemedicine capabilities	\$ -	\$ -	\$ -	
F. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
2 Public Health Expenses				
A. Communication and enforcement of public health measures	\$ -	\$ -	\$ -	
B. Medical and protective supplies, including sanitation and PPE	\$ -	\$ -	\$ -	
C. Disinfecting public areas and other facilities	\$ -	\$ -	\$ -	
D. Technical assistance on COVID-19 threat mitigation	\$ -	\$ -	\$ -	
E. Public safety measures undertaken	\$ -	\$ -	\$ -	
F. Quarantining individuals	\$ -	\$ -	\$ -	
G. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
3 Payroll expenses for public employees dedicated to COVID-19				
A. Public Safety	\$ -	\$ -	\$ -	
B. Public Health	\$ -	\$ -	\$ -	
C. Health Care	\$ -	\$ -	\$ -	
D. Human Services	\$ -	\$ -	\$ -	
E. Economic Development	\$ -	\$ -	\$ -	
F. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
4 Expenses to facilitate compliance with COVID-19-measures				
A. Food access and delivery to residents	\$ -	\$ -	\$ -	
B. Distance learning tied to school closings	\$ -	\$ -	\$ -	
C. Telework capabilities of public employees	\$ -	\$ -	\$ -	
D. Paid sick and paid family and medical leave to public employees	\$ -	\$ -	\$ -	
E. COVID-19-related expenses in county jails	\$ -	\$ -	\$ -	
F. Care and mitigation services for homeless populations	\$ -	\$ -	\$ -	
G. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
5 Economic Supports				
A. Small Business Grants for business interruptions	\$ -	\$ -	\$ -	
B. Payroll Support Programs	\$ -	\$ -	\$ -	
C. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
6 Other COVID-19 Expenses				
A. Other:	\$ -	\$ -	\$ -	
B. Other:	\$ -	\$ -	\$ -	
C. Other:	\$ -	\$ -	\$ -	
D. Other:	\$ -	\$ -	\$ -	
E. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
TOTAL:	\$ -	\$ -	\$ -	



I. Uses of Program Grant Funds:

1. Eligible Uses of Program Grant Funds

- a. Payment of rent or required monthly loan payments.
- b. Payments of regular wages, employee benefits and taxes; provided such expenses have not been and, to the best knowledge of the Recipient, will not be reimbursed under any federal, state or regional program, including any grant or loan programs.
- c. Expenditures involved in typical operating costs, including those set forth on an income statement as a regular, ongoing cost of operating the business.
- d. Typical draws or wages paid on a regular interval to the owner; provided such draws or wages are consistent with those paid to the owner in previous corresponding quarters, years or other appropriate time intervals.
- e. Expenses for compliance with COVID-19-related public health measures, including personal protective equipment and supplies, plexiglass barriers or other similar equipment and expenses reasonably necessary for the protection of public health and the health of Recipient owners and employees.
- f. Expenses for equipment to enable outdoor seating in compliance with COVID-19 related public health measures such as temporary covers, heaters, air conditioning, fencing and other similar equipment reasonably necessary to promote ongoing business activities and protection of public health and the health of Recipient owners and employees.

2. Ineligible Uses of Program Grant Funds.

- a. Political campaign contributions or donations.
- b. Charitable contributions or gifts.
- c. Bonus payments to Recipient owners, officers or employees.
- d. Payment of wages to any member of the Recipient owner's family who is not a bona fide employee.
- e. Draws or salary to Recipient owner that exceeds the amount paid over a corresponding interval, quarter, or year in 2019.
- f. Paydown or payoff of debt by more than the monthly amount required by the underlying debt instrument.
- g. Payroll and other employee- or business-associated costs for which the Recipient has received or expects to receive reimbursement from other federal, state or regional funds (e.g. Payroll Protection Program or unemployment insurance).
- h. Damages covered by insurance.
- i. Reimbursement to donors for donated items or services.
- j. Severance pay.
- k. Legal settlements.
- l. Any expenses not considered an eligible business expense by the Department of the Treasury Internal Revenue Service.



Ridgefield Small Business Stabilization Grant Application

Please provide the following information:

Registered Business Name:	Doing Business As: (Other names of business.)
Business License No: (UBI with Ridgefield Endorsement Number)	Primary Contact Name and telephone number:
Business Address: (Must be within City limits)	Mailing Address: (If different)
Telephone No.:	Email Address:
Business Description:	
How long has this business been in operation in Ridgefield? _____	How many full-time equivalent employees does this business have? _____
Is this business current on all federal and state business licensing requirements? _____ Yes _____ No	
Is this business a private, for profit business? _____ Yes _____ No	
Is this business an independent contracting business? _____ Yes _____ No	
Is this business a franchise or national chain? _____ Yes _____ No	
Is this business or any of its owners currently suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal transactions? _____ Yes _____ No	
Grant Amount Requested? (\$ _____ limit)	
What eligible uses will the funds be used for?	
Did this business receive a paycheck protection loan or economic injury disaster loan? _____ Yes _____ No	
Certification: I, (name) _____, the (title) _____ of (business name) _____, have approved the submission of this application and certify that the information is true and correct. If I/we receive a grant, I/we agree to enter into an agreement with the City of Ridgefield and promise to use the grant funds in the intended manner consistent with the City's eligibility requirements and to provide all documentation necessary for the City to verify use of the funds, if requested. Signature: _____ Date: _____	
Internal Use Only: Received: (date and time) _____ By: _____ Reviewed By: _____ Eligible _____; Amount of Award _____ Ineligible _____; Reason _____ Receipt of Executed Agreement Payment: Date: _____ Check No. _____	



Ridgefield Small Business Stabilization Grant Agreement

AGREEMENT BETWEEN THE CITY OF RIDGEFIELD AND _____ FOR
RIDGEFIELD SMALL BUSINESS STABILIZATION GRANT

THIS AGREEMENT is made this ____ day of _____ 2020 ("Effective date"), by and between the City of Ridgefield, a Washington municipal corporation ("the City") and _____ ("the Recipient"), the recipient of a grant award from the City's Small Business Stabilization Grant Fund, collectively referred to as the "Parties."

WHEREAS, on March 26, 2020, the Ridgefield City Council declared a public health emergency in Ridgefield arising from the COVID-19 pandemic, pursuant to declarations from the CDC and Governor

WHEREAS, on March 27, 2020, the United States Congress adopted the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") which, among other things, amended Section 601(a) of the Social Security Act and established the Coronavirus Relief Fund, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") (PL 116-136), established the Coronavirus Relief Fund and appropriated \$150 billion to the Fund to be used to make payments for specified uses to States and certain local governments; and

WHEREAS, guidance issued by the U.S. Treasury Department indicates that necessary expenditures incurred due to the COVID-19 public health emergency include costs incurred to support local businesses that suffered losses due to COVID-19 business interruptions, or incurred costs for personal protective equipment or other materials, supplies and equipment needed to safely operate following a COVID-19-related closure; and

WHEREAS, the Washington State allocation of Fund resources has been designated to reimburse certain additional local governments in the state for specified expenditures through contracts administered by the State Department of Commerce; and

WHEREAS, the City entered into an Interagency Agreement with the Washington State Department of Commerce ("Commerce") regarding the Funding for the period March 1, 2020 through November 15, 2020, attached hereto as Exhibit 2 and incorporated herein, which incorporates Special Terms and Conditions – Interagency Agreement – Federal Funds ("Special Terms and Conditions"), pages 1 – 4 of the Interagency Agreement and incorporated herein; and

WHEREAS, on September 24, 2020 the Ridgefield City Council adopted Resolution Number 585, which established the Ridgefield Small Business Stabilization Grant Program, utilizing monies to be reimbursed to the City from the state of Washington's Coronavirus Relief Funds; and

WHEREAS, the Recipient applied for and has been selected by the City to receive a grant from the Ridgefield Small Business Stabilization Fund by the City ("Grant Funds") for allowable expenses, as set forth herein.

NOW THEREFORE, the Parties do hereby agree as follows:

1. Incorporation of Recitals/Exhibits. The Recitals and referenced Exhibits are incorporated herein by this reference.

2. Award Amount and Eligible Expenses. The total amount of Grant Funds to be awarded to Recipient is \$_____. Recipient shall use Grant Funds only to pay or reimburse Recipient for Eligible Expenses incurred during the time period set forth in Section 3. A list of Eligible and Ineligible Expenses is included in Exhibit 1. In the event an expenditure is submitted that is ineligible for payment per Exhibit 1, it will not be reimbursed by Commerce or the City.

3. Time Period. All Eligible Expenses must be incurred by the Recipient between March 1, 2020 and November 15, 2020. Any expenses incurred before or after this period are not Eligible Expenses for Grant Funds. The Recipient understands that any expenses incurred in excess of Grant Funds are the Recipient's sole responsibility and will not be paid by the City.

4. Interagency Agreement. The Parties to this Agreement agree to be bound to the provisions of the Interagency Agreement Number 20-6541C-303 between the City and the Washington State Department of Commerce, included as Exhibit 2 to this Agreement, and any amendments thereto.

5. Compliance with Federal, State and Local Laws. The Recipient shall comply with and obey all applicable federal, state and local laws, regulations, and ordinances. Should the Recipient's spending of the Grant Funds be inconsistent with applicable laws, provisions of this Agreement, or otherwise inappropriate, the City shall have the right to the return of any portion of the Funds that are later determined to have been spent in violation of applicable laws. In the alternative, the City may recapture such funds from payments due under this Agreement. The City shall not exercise this right until it has given written notice of noncompliance with applicable laws or this Agreement to Recipient and allowed Recipient a period of ten (10) days from the date of notice for Recipient to cure the noncompliance. The right of recapture provided in this section is in addition to and not in lieu of any right which Washington law provides for breach of contract.

a. Requirement to Provide Accurate Information. The Recipient understands and acknowledges that providing false information on any documents submitted to the City or its designees as part of the Recipient's participation in the Program may constitute fraud and may be subject to civil and/or criminal penalties and/or sanctions.

b. No Use of Grant Funds for Expenses Covered by Other Programs. The Recipient shall not use Grant Funds to cover payroll or other employee-related or business-associated costs for which the Recipient has received other federal, state or regional funds, including without limitation funds made available under the Payroll Protection Program ("PPP") or unemployment insurance compensation.

c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction. Recipient certifies, by signing this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency.

6. Maintenance of Records; Public Records. The Recipient shall maintain accurate written records, including accounting records such as invoices, sales receipts, and proof of payment, books, documents,

data and other evidence that reflects all of Recipient's direct and indirect expenditures of Grant Funds. These records must be sufficient to demonstrate that the funds have been used in accordance with Section 601(d) of the Social Security Act. The City may at any time review the documentation to determine the Recipient's conformance with the requirements of the Grant Funds program, and the Recipient shall make available to the City, upon request, all of the Recipient's records and documents with respect to all matters covered by this Agreement.

a. The City may require the Recipient to provide additional documentation if the existing documentation is deemed incomplete.

b. The Recipient shall retain all records related to this Agreement for a period of six (6) years following the receipt of Grant Funds. These records, including materials generated under the contract, shall be subject at all reasonable times to inspection and review by the City, and to an audit by the Washington State Department of Commerce, personnel duly authorized by Commerce, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

c. If any litigation, claim or audit is started before the expiration of the six (6) year period provided in Section 7(b) above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

d. All Recipient documents and records comprising this Agreement, and all other documents and records provided to the City by the Recipient, are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW. Thus, the City may be required, upon request, to disclose the Agreement and documents or records related to it unless an exemption under the Public Records Act or other laws applies.

7. Nondiscrimination. During the performance of this Agreement, the Recipient shall comply with all federal and state nondiscrimination laws, including but not limited to, chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq., the Americans with Disabilities Act (ADA). In the event of the Recipient's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, canceled, or terminated in whole or in part.

8. Termination. If the Recipient fails to fulfill its obligations under this Agreement, the City may terminate this Agreement upon written notice to the Recipient specifying the reason for termination. The termination date shall be specified in the notice of termination.

9. Governing Law and Venue. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Washington and the venue will be in Clark County, Washington.

10. Assignment of Contract. The Recipient shall not assign this contract without the prior written consent of the City.

11. Entire Agreement. The Parties agree that this Agreement, including referenced exhibits, is the complete expression of the terms agreed to by the Parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the Parties

12. Waiver. Any waiver by the Recipient or the City of the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

13. Modification. This Agreement may only be amended by written agreement signed by both Parties.

14. Notices.

A. Notices to the City of Ridgefield shall be sent to the following address:

City of Ridgefield
Attn: Kirk Johnson
Finance Director
230 Pioneer Street
PO Box 608
Ridgefield, WA 98642

B. Notices to the Recipient shall be sent to the following address:

Business Name
Contact Name
Address
City, State Zip Code

15. Severability. In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement that can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

Executed by the Grantee on

_____, 2020.

Signature

Printed

Title

Attest:

Executed by the City of Ridgefield

_____, 2020.

Signature

Printed

Title

City Clerk

CITY OF RIDGEFIELD REQUEST FOR COUNCIL ACTION

MEETING DATE: October 22, 2020

ITEM:

AGENDA ITEM TITLE: Motion - Approval of Art Installation in Arts Quarter

GOVERNING LEGISLATION:

RMC 18.235.025 – Special provisions for the Downtown Arts Quarter

PREVIOUS COUNCIL ACTION TAKEN:

September 24, 2020, denied approval of the art design.

SUMMARY/BACKGROUND:

In 2018, City Council created a Downtown Arts Quarter to support revitalization of the downtown core by providing opportunities for visible public art. The intent of the Arts Quarter, in part, is to accommodate public art that reflects Ridgefield's history, culture and downtown vitality; support collaboration between the City, the Ridgefield Art Association, and downtown businesses; and to activate public space. The design features encouraged by the Arts Quarter include: "Active alleys. Art, including murals and overhead installations, that activates alleys for public use and enjoyment."

Ridgefield Main Street submitted an application to install a series of arches in the alley between 3rd Avenue and Main, in the Arts Quarter. The application requirements for the art installation have been met and the art pieces (arches) are eligible for installation according to RMC. The Ridgefield Art Association has reviewed the design, and recommends installation. According to RMC 18.235.025, City Council must provide approval prior to installation.

At its meeting on September 24, 2020, Council denied approval of the art design as presented, provided input on modifications that should be made and requested that a modified design be presented for approval. The modified design is attached.

Council approval of the art installation would be conditioned on obtaining required City permits and approvals and a written agreement between the city and Ridgefield Main Street outlining the terms of installation and maintenance.

BUDGET/FINANCIAL IMPACTS:

None.

RECOMMENDED ACTION OR MOTION:

“I move to approve the installation of the public art as presented and direct the City Manager to enter into an agreement with Ridgefield Main Street.”

STAFF CONTACT: Lee Knottnerus, Deputy City Manager

ATTACHMENTS: RF-AlleyArches-Otis-draft1 (PDF)

