

**CITY OF RITZVILLE
CITY COUNCIL AGENDA**

June 7, 2022

1. CALL COUNCIL TO ORDER 7:00pm
2. PLEDGE OF ALLEGIANCE
3. ACCEPTANCE OF THE CONSENT AGENDA
4. PUBLIC REQUESTS AND COMMENTS
5. ACTION AGENDA
 - A. Four Square Church Fireworks Permit
 - B. Well 8 Replacement Project Pay Estimate #2, Schneider Water Services
 - C. Well 8 Replacement Project Pay Estimate #3, Schneider Water Services
 - D. Golf Course Clubhouse and Restaurant Agreement-Ritzville Golf Association (RGA)
 - E. Golf Course Clubhouse Restaurant Agreement-RGA and Porky's Clubhouse Grill
6. DISCUSSION AGENDA
 - A. Amending Chapter 3.36 Nuisances, Ordinance No. 2159
 - B. Amending Chapter 8.12 Traffic Regulations, Ordinance No. 2160
 - C. Amending Chapter 10.10 Billing and Collection for Utilities, Ordinance No. 2161
 - D. Statewide Transportation Improvement Plan (STIP)
7. CORRESPONDENCE
 - A. No correspondence.
8. MAYOR UPDATES
 - A. No updates.
9. DEPARTMENT UPDATES
 - A. City Attorney
 - B. Public Works
 - C. Police
 - D. Clerk/Treasurer
 - E. Fire
10. ADJOURNMENT

CONSENT AGENDA

- Acceptance of the Agenda
- Approval of Minutes:
April 19, 2022
May 3, 2022
May 17, 2022
- Approval of Payables:
\$78,362.36
- Approval of Payroll:
\$100,441.76

Call Information

1-253-215-8782 United States Toll

Meeting ID: 273 377 5980

Passcode: 1930

View Meeting Online:

<https://us02web.zoom.us/j/2733775980?pwd=SU14WTVqdGJpYnVMeEYzV1pJ0EFOQT09>

OPENING OF COUNCIL MEETING

Mayor Pro Tem Scott Yaeger opened the remote and in person council meeting at 7:00pm. Council members present were Michelle Plumb, Marsha Smith, Mike Schrag, and Debbie Chapman. Council Members Dede Boyer and Dennis Chamberlain were present remotely. Staff members in attendance were Public Works Director Dave Breazeale, Deputy Clerk Treasurer II Michelle Asmussen, City Police Chief David McCormick, City Fire Chief Joel Bell, and City Attorney John Kragt. Mayor Linda Kadlec and Clerk-Treasurer Julie Flyckt were excused. Also present was Rod Larse from the Adams County Journal.

ACCEPTANCE OF THE CONSENT AGENDA

Mayor Pro Tem Scott Yaeger asked if there were any changes to the consent agenda. Scott stated that item number 6B would not be discussed this evening. Council Member Mike Schrag made a motion to approve the consent agenda as presented. Council Member Michelle Plumb seconded the motion. The motion passed 7-0.

Mayor Pro Tem Yaeger did a roll call of the council members so that everyone was known who was present in person and by phone. All council members were present.

PUBLIC REQUESTS AND COMMENTS- Mayor Pro Tem Yaeger asked if there were any questions or comments from the public. Chief McCormick stated he wasn't sure if everyone was aware but there was a special guest there tonight, Representative Joe Schmick. Representative Schmick stated he has made it a goal of his to get around to every community's city council in my district he didn't realize there were 44 of them. Representative Schmick stated if there is anything folks would like to talk to him about, he is more than willing to listen.

ACTION AGENDA

- A. Phase 2 Water System Improvements Engineer Agreement-Varela & Associates-** Ben Varela stated back in November, council approved amendment #2 with Varela to do the engineering work for Well 8 construction and the distribution design through construction. Varela and council signed it and it was sent it to Rural Development and they want the entire project scoped out in an agreement between the city and Varela up front, which normally the city doesn't do. If it's a multi-phase project, you usually go phase by phase. The exercise of scoping the entire project has taken the better part of four months now. There is now a new agreement for the entire project that Rural Development has already approved. In essence this agreement is a repeat of the amendment 2 in that council is authorizing Varela to begin work on the Well 8 construction and distribution project. The other project in the Rural Development scope of work is the park reservoir and booster station and some improvements to the golf course well. That work will not begin until we receive written authorization from Rural Development, but they are scoped ahead of time. In essence it is a repeat of the amendment that the council approved way back in November. Mayor Pro Tem Yaeger said the reason we had to have the park reservoir and the golf course well is because it had to include everything that was in the original 2019 application. If we tried to go in and switch things around it would take another four months to get it done. Council Member Michelle Plumb made a motion to approve the mayor to sign the Phase 2 Water System Improvements Engineer Agreement between the City of Ritzville and Varela & Associates. Council Member Mike Schrag seconded the motion, Motion passed 7-0.

CORRESPONDENCE: RPDA Minutes-February 16, 2022 minutes were provided to council in their packets.

MAYOR UPDATES:

- A. Mayor Pro Tem Yaeger stated the council approved the county to work on the 2nd Ave Street project. The county is grinding pavement right now in small sections. Thursday the street will be closed until we it is smoothed and packed down. Mayor Pro Tem Yaeger sat down with the Ritzville Golf Association (RGA) members Bruce Benzel, Steve McPherson, Bill Markum, and Golf Manager Dan Duff to go over a rough draft change to the existing golf course clubhouse agreement. They would like to find someone to operate the restaurant and sub-lease to them. In this particular lease they would be taking in greens fees until they can find somebody. They need a lease so they can get their permits and liquor license. The agreement includes collecting greens fees and paying no rent at this time until they find someone to sub-lease the restaurant. It terminates when they find someone to sub-lease it and it is renegotiated. Now it will need to go to the city attorney for review and then brought back to council.

DEPARTMENT UPDATES

- A. **City Attorney-** City Attorney John Kragt reported he has been working on the nuisance ordinance, the golf course lease and a couple other small things with Clerk Treasurer Flyckt and the mayor.
- B. **Public Works-**Public Works Director Dave Breazeale stated he is meeting with the contractor from the Burroughs home on Friday to do his final. He still needs to paint the soffit and there is a little discrepancy on what he needs done to finish his scope of work. A screen was installed on the lift station to catch all the solids so the pumps would quit plugging. As soon as the screen was installed, there has not been one plug, but they have to be cleaned every other day. The crew started the patio project at city hall, and they are currently removing the old steps. The cemetery bathroom is complete minus the exterior painting due to the weather. There have been 4 or 5 traffic signs stolen around town in the last couple weeks.
- C. **Police Department-** Chief Dave McCormick stated they got Matt's car back from Bud Clary which was three for about two months. They think they figured it out this time so we will put it back in service. Both of the recruits are doing very well in training, and they are ahead of schedule from what we originally planned. On the 1st of the month, they will switch officers and shifts. The department has a death investigation occurring right now and one of the new guys will be attending an autopsy on Friday in Grant County.
- D. **Fire-**Fire Chief Joel Bell reported they are having the pancake feed on Memorial Day and everything else has been pretty slow.

Council Member Dede Boyer gave a quick update on the Chamber and stated they are looking for more people to be on the board and hoping for some younger people to get some new ideas.

ADJOURNMENT-With no further comments or business to come before the council, Mayor Pro Tem Yaeger adjourned the remote and in person meeting at 8:05pm.

Michelle Asmussen, Deputy Clerk-Treasurer II

OPENING OF COUNCIL MEETING

Mayor Kadlec opened the remote and in person council meeting at 7:00pm. Council members present were Michelle Plumb, Marsha Smith, Mike Schrag, Debbie Chapman, and Dede Boyer. Council Members Scott Yaeger and Dennis Chamberlain were present remotely. Staff members in attendance were Public Works Director Dave Breazeale, Clerk-Treasurer Julie Flyckt, Deputy Clerk Treasurer II Michelle Asmussen, and City Police Chief David McCormick. City Fire Chief Joel Bell and City Attorney John Kragt were excused. Also present was Rod Larse from the Adams County Journal, Charles Jingling, Bruce Benzel and Barry Boyer.

ACCEPTANCE OF THE CONSENT AGENDA

Mayor Kadlec asked if there were any changes to the consent agenda. Council Member Mike Schrag made a motion to approve the consent agenda as presented. Council Member Marsha Smith seconded the motion. The motion passed 7-0.

PUBLIC REQUESTS AND COMMENTS- Mayor Kadlec asked if there were any questions or comments from the public. Charles Jingling stated he was just reading the nuisance proposal to help clean up Ritzville and all these properties that need help. He thanked the council as he is glad that something is being done. Rod Larse (private citizen) stated he noticed that there is no mention of a web page in the golf course agreement, and he would suggest the council maybe consider that. There is a golf Facebook page that hasn't been updated since 2020. There is also a golfritzville.com, which is where the payment gateway is but the pictures on there aren't even from our golf course.

ACTION AGENDA

- A. **Golf Course Agreement-** Council Member Scott Yaeger stated we have discussed this agreement the last two meetings, and it has been given to City Attorney John Kragt to look over. This agreement was just to help fill the gap until somebody else can be found to run the restaurant. This is not a complete draft as there are question marks in different places for terms. Bruce Benzel stated since he was here last time a lot of things have happened. He stated he thought the Ritzville Golf Association (RGA) was going to operate the club house and hire someone to do the cooking. When he was here last time, Council Member Dede Boyer said she knew somebody who was going to get in touch with us. The lady did and the RGA has spoken to her twice, and they have come to an agreement to have her operate the clubhouse. She has a food service operation in Moses Lake, and she wanted to expand her business. She came and looked at the clubhouse and decided she wanted to do it. The draft agreement with the city mentions a sublease and that is what the RGA would like to do which includes leasing the club house from the city and then sublease it to her. Then the RGA could have some control over it as well as the city. The issue now is getting the health permit from the Health Department, and she is in the process of doing that. She contacted them last week and they advised her, it would be between the middle or end of May before they could come up and look at the kitchen. She wasn't actually going to be able to be open until the 1st of June so that will give her time to get ready. In the meantime, the RGA is taking greens fees. They are still having issues with the internet, and they don't know what they can do as its difficult when you swipe a card, and it does not connect to the internet. That's an issue that needs to get solved to function properly. Councilman Yaeger stated we need to sign the agreement that is in front of us so that everyone is

the fund to be used. By purchasing Springbrook Express, the city will also use a different IT company which will be a lower annual cost. The current next steps are for the Finance Committee to review the BIAS and Data Pro agreements. At this point there is not a vendor selected for mailing bills, but the city may move to mailing bills in house again.

CORRESPONDENCE:

- A. RPD March Minutes were provide in the council packets.

MAYOR UPDATES

- A. **Golf Course Property-** Mayor Kadlec stated talking with Dan Duff and the school will approve gifting the triangle of land outside of Palouse street to the Golf Course. The School Office Manager Kris Robbins and the Clerk-Treasurer Julie Flyckt will get together and exchange the information that is required. The city will be responsible to pay for the survey. Dan Duff has started to contact companies regarding a proposed building, and he has received an estimated from \$75,000-\$125,000. He wants to follow up with Dale Swift who was interested in putting together a deal. Council Member Scott Yaeger felt Varela or the land surveyor they use would probably be the cheapest, and to maybe check with them first. Council Member Michelle Plumb stated there was already a survey done on that area back in 2012 that was never recorded as Larry had her scan it. Mayor Kadlec stated the next thing on the agenda was Mike Schrag has recommended Michelle Balfe be appointed to the Tree Board. Mayor Kadlec recommended the appointment of Michelle Balfe-Keifer to the Tree Board. Council Member Mick Schrag stated we have been a member of Tree City USA for 12 years, and part of that is to honor Arbor Day on Arbor Day. This year it was a nice day, we had thirty 5th graders from the middle school, we met at city hall and had a program for them. We talked about the purpose of Arbor Day and awarded a few kids with gift cards from the Boxwood for the essays they wrote. They planted four trees on East Main Avenue, and the kids all got a seedling to take home and plant.

DEPARTMENT UPDATES

- A. **Public Works-**Public Works Director Dave Breazeale stated last week was clean up week on appliance day and 96 appliances were hauled away. They ranged from a little AC to a great big Pepsi cooler. Dave contacted a local guy who contracted with the city to take all the appliances for free and then he hauled them all to Moses Lake and he got paid for them. The crew continues to work on the city hall deck, and they are going to start putting the braces on. Dave finally got through to the Wayfinding company and the signs are ordered and should be here anytime. There was gentleman who knocked one of the Wayfinding signs over with his backhoe, broke it in half, and he got the bill today. The cemetery bathroom is done minus the outside paint. The inside is painted, everything is mounted, and Nick has been caulking the joints outside and as soon as the wind stops, he will paint it. Up on Weber & Division they started moving rock. Once that is done, the crew will throw some grass-down and then they will put trees and bushes in. The #8 well is finally decommissioned. They are going to start drilling tomorrow and they hope to be drilled to 900' by the end of the month.
- B. **Police Department-** Chief Dave McCormick stated the two new officers have been going to Othello training with the Sheriffs range officers and they will be here Friday at our range. They should be qualified to carry their side arms by the end of that training. Matt's car is down again, and Chief McCormick put the payment to Bud Clary on hold.

OPENING OF COUNCIL MEETING

Mayor Protem Scott Yaeger opened the remote and in person council meeting at 7:00pm. Council members present were Michelle Plumb, Marsha Smith, Mike Schrag, Debbie Chapman, and Dede Boyer. Council Member Dennis Chamberlain was present remotely. Staff members in attendance were Public Works Director Dave Breazeale, Clerk-Treasurer Julie Flyckt, Deputy Clerk Treasurer II Michelle Asmussen, and City Police Chief David McCormick. City Fire Chief Joel Bell and City Attorney John Kragt were excused. Also present was Rod Larse from the Adams County Journal, Charles Jingling, and Barry Boyer.

ACCEPTANCE OF THE CONSENT AGENDA

Mayor Protem Yaeger asked if there were any changes to the consent agenda. Council Member Mike Schrag made a motion to approve the consent agenda as amended and approve the payables in the amount of \$71,071.03. Council Member Debbie Chapman seconded the motion. The motion passed 7-0.

PUBLIC REQUESTS AND COMMENTS- Mayor Protem Yaeger asked if there were any questions or comments from the public. Council Member Marsha Smith stated she has had several comments about the homeless man who is sleeping in one of the business doorways downtown. Smith asked isn't there an ordinance against people sleeping on the street and what if anything is being done about the situation? Chief McCormick stated he lives like that because that is how he chooses to live. He gets his food and clothing from George's place. I don't know that we have any ordinance in effect that would get him off the sidewalk and prevent him from sleeping down there. The council continued to discuss the situation and Chief McCormick asked Clerk-Treasurer Julie Flyckt to send a letter to the property owner.

ACTION AGENDA

A. **Financial Software System and IT Services-** Clerk Treasurer Julie Flyckt stated Finance Committee has taken on the task of reviewing all of the information. At today's meeting, the agreements for Springbrook Bias, Data Pro and Express Bill Pay were discussed. There is still information that needs to be put into the Data Pro agreement. Talking with Springbrook Bias, we can still move forward with the June timeline, if we can move forward in having the mayor sign the agreement, then we can start that process. The Finance Committee also discussed where the second server would be located. Flyckt requested to move forward with the approval of Springbrook Bias.

* **Springbrook Bias Financial System Services-** Council Member Mike Schrag made a motion to approve the implementation of the Springbrook Bias Financial System Services and the mayor to sign the agreement. Council Member Dede Boyer seconded the motion. Motion passed 7-0.

* **DataPro IT Services-** Council Member Mike Schrag made a motion to approve to spend \$15,647.98 on the two refurbished servers from Data Pro IT Services and have the mayor sign. Council Member Michelle Plumb seconded the motion. Motion passed 7-0.

* **Express Bill Pay Services-** Council Member Mike Schrag made a motion to approve the Express Bill Pay implementation of \$2,500 for the year 2022 and have the mayor sign. Council Member Michelle Plumb seconded the motion. Council Member Dennis Chamberlain abstained as he said he was having some trouble hearing the conversation over the phone. Motion passed 6-1-0.

CITY OF RITZVILLE REMOTE/IN PERSON COUNCIL MEETING MAY 17TH, 2022

ADJOURNMENT-With no further comments or business to come before the council, Mayor Protem Scott Yaeger adjourned the remote and in person meeting at 7:50pm.

Michelle Asmussen, Deputy Clerk-Treasurer II

THIS FORM IS INTENDED FOR USE BY LOCAL AUTHORITIES HAVING JURISDICTION (AHJ) IN THE EVENT THEY DO NOT HAVE A PERMIT FORM SPECIFIC FOR RETAIL FIREWORKS SALES AT A CONSUMER FIREWORKS RETAIL SALES (CFRS) FACILITY. IT IS NOT MEANT TO BE REQUIRED IN ADDITION TO OR IN LIEU OF ANY LOCAL PERMITTING FORM AND/OR PROCESS THAT MAY EXIST WITH THE LOCAL AHJ.

Directions: Provided the local jurisdiction has no permit form of their own, complete this permit application and submit it with the local AHJ portion of your Retail Fireworks Stand License to the jurisdiction in which you wish to run your CFRS facility.

WASHINGTON STATE FIREWORKS RETAIL SALES PERMIT APPLICATION

Applicant Information New/First Time Applicant Previous Permit Holder

Foursquare Church

Name of Group, Organization, or Person (Last, First, Middle Initial, and Date of Birth) Issued the Fireworks Retailer License

Brandy Lane

Name of Permit Applicant (Last, First, Middle Initial, and Date of Birth)

2120 Milwaukee Way - Tacoma Washington 98421

Permit Applicant Mailing Address (Complete Including Street, City, State, and ZIP Code)

(509) 659-0073

foursquareoffice@ritzville.com

()

Phone Number

E-Mail Address

Local Business Number (if required)

CFRS Facility Information Stand Tent Other: _____ Size: _____
Specify _____ Square Feet/Dimensions

Spikes Conaco 1413 S. Smitty's Blvd Ritzville WA 99169

CFRS Facility Address (Complete Including Street, City, State, and ZIP Code)

Name of Property Owner

Phone Number

Parcel Number for Stand Location

Fireworks Supplier Information List all of the licensed fireworks wholesalers who will be supplying this stand product

TNT FIREWORKS

Storage Information On Site Off Site: **At the stand with security**
Storage Address (Complete Including Street, City, State, and ZIP Code)
 Sales Structure Detached Building Truck/Trailer Other: _____
Specify _____

CHECKLIST FOR SUBMISSION Check with the local AHJ for all applicable submission dates and deadlines:

- Application/Permit Fee Insurance Certificate (\$1,000,000) Clean-Up Bond Fee (if applicable)
- Valid Washington State Fireworks Retailer License Property Owners Written Permission
- Detailed Site Plan Interior Plan (required for tents and "other" facilities)

I hereby certify the information in this application is true and correct. I am aware of and agree to comply with all relevant provisions of law, rule, and any ordinance of the state of Washington and the city/county permitting this CFRS Facility.

Signature of Permit Applicant

Printed Name of Permit Applicant

Date of Signature

FIRE CODE AUTHORITY HAVING JURISDICTION

APPROVED

DENIED

Permit Number

Approved By

Date of Approval

SEE BACK OF THIS FORM FOR ANY RESTRICTIONS, CONDITIONS, OR NOTATIONS ON THIS PERMIT

Signature of Permitting Official

Printed Name and Title

Date of Signature

THE FIREWORKS RETAILER LICENSE HOLDER (LICENSEE) SHALL RETAIN THIS PERMIT WITH THE ASSOCIATED FIREWORKS RETAILER LICENSE AND MAKE THEM BOTH AVAILABLE FOR INSPECTION AT ANY TIME THE STAND IS IN OPERATION

Julie Flyckt

From: joelbell <joelbell@centurytel.net>
Sent: Thursday, June 2, 2022 4:25 PM
To: Julie Flyckt
Subject: Re: Fireworks Application

[External Email]

it looks all good to me. I hope we do not get that hot spell like we had last year!

Joel Bell

From: Julie <Julie.Flyckt@ritzville-wa.us>
To: joelbell <joelbell@centurytel.net>
Date: Thursday, 26 May 2022 9:20 AM PDT
Subject: Fireworks Application

Joel,

We have received an application for the fireworks stand from Foursquare Church. Please see the attached permit and let me know if you approve. It will be on the next council meeting agenda on June 7, 2022 for approval as well. For reference the code is under Chapter 2.28 FIREWORKS (codepublishing.com).

Thank you,

Julie Flyckt

Clerk-Treasurer

City of Ritzville

216 E. Main Ave

Ritzville, WA 99169

509-659-1930

**Chapter 2.28
FIREWORKS**

(Effective Until September 9, 2022)

Sections:

- 2.28.010 Purpose of chapter.**
- 2.28.020 Title.**
- 2.28.030 Sales permit required.**
- 2.28.040 Dangerous fireworks prohibited – Safe and sane fireworks.**
- 2.28.050 Period when fireworks may be sold.**
- 2.28.060 Period when fireworks may be used – Public displays.**
- 2.28.070 Seller's license – Terms and conditions.**
- 2.28.080 Temporary fireworks stands.**
- 2.28.090 Caps and sparklers exempt.**
- 2.28.100 Chapter implements state law.**
- 2.28.110 Enforcing officer – Revocation of permit for violations.**
- 2.28.120 Penalty for violations.**

2.28.010 Purpose of chapter.

The purpose of this chapter is to provide a procedure for the granting of permits for the possession, sale, and discharge of "safe and sane fireworks" as classified by the State Fire Marshal, and to prohibit the possession, sale, or use of any other fireworks classified as dangerous by the State Fireworks Law (Chapter 70.77 RCW) or otherwise prohibited by ordinance of the city of Ritzville. (Ord. 488 § 1, 1962).

2.28.020 Title.

This chapter shall be known as the "Fireworks Ordinance of the City of Ritzville." (Ord. 488 § 2, 1962).

2.28.030 Sales permit required.

It shall be unlawful for any person, firm, or corporation to engage in the retail sale of, or to sell any fireworks within the city of Ritzville without having first obtained a permit pursuant to the provisions of this chapter. (Ord. 488 § 3, 1962).

2.28.040 Dangerous fireworks prohibited – Safe and sane fireworks.

A. The minimum standards and conditions set forth by the State Fire Marshal under the State Fireworks Law hereinbefore cited.

B. An applicant who intends to use a temporary stand shall post with the city a performance bond or cash deposit in an amount not less than \$50.00 conditioned upon the prompt removal of the temporary stand and the cleaning up of all debris from the site of said temporary stand, which deposit shall be re- turned to the applicant only in the event that he removes the same and cleans up all debris to the satisfaction of the proper officials of the city of Ritzville. His failure to comply shall result in a forfeiture of the performance bond or cash deposit. In no event shall the permit holder be entitled to the return of said performance bond or cash deposit if he has failed to remove said temporary stand and clean up all debris by the tenth day of July of each year. (Ord. 488 § 8, 1962).

2.28.090 Caps and sparklers exempt.

The restrictions and limitations of this chapter shall not be applicable to the sale of toy caps and "sparklers." (Ord. 448 § 9, 1962).

2.28.100 Chapter implements state law.

This chapter is intended to implement Chapter 228, Laws of 1961 of the state of Washington (Chapter 70.77 RCW), and shall be construed in connection with said law and any and all rules or regulations issued pursuant thereto. (Ord. 488 § 10, 1962).

2.28.110 Enforcing officer – Revocation of permit for violations.

The fire chief of the city of Ritzville, or his duly authorized representative, is hereby designated as the enforcing officer of this chapter. Failure to comply with rules and regulations or requests of the said fire chief, or violation of this chapter, shall be grounds for a revocation of a fireworks permit. (Ord. 488 § 11, 1962).

2.28.120 Penalty for violations.

Violation of Chapter 228, Laws of 1961 of the State of Washington (Chapter 70.77 RCW), or any rules or regulations of the State Fire Marshal, or the fire chief of the city of Ritzville, or the provisions of this chapter, such violation shall be punishable in accordance with RCC 1.02.010, General penalty. (Ord. 1092 § 56, 2005; Ord. 488 § 12, 1962).

¹For state public display permit, see RCW 70.77.230 through 70.77.295.

**Chapter 2.28
FIREWORKS**

(Effective September 9, 2022)

Sections:

- 2.28.010 Purpose of chapter.**
- 2.28.020 Title.**
- 2.28.025 Local fire official.**
- 2.28.030 Sales permit required.**
- 2.28.040 Dangerous fireworks prohibited – Safe and sane fireworks.**
- 2.28.050 Period when fireworks may be sold.**
- 2.28.060 Period when fireworks may be used – Public displays.**
- 2.28.070 Seller’s license – Terms and conditions.**
- 2.28.080 Temporary fireworks stands.**
- 2.28.090 Caps and sparklers exempt.**
- 2.28.100 Chapter implements state law.**
- 2.28.110 Enforcing officer – Revocation of permit for violations.**
- 2.28.115 Emergencies – Restrictions on use.**
- 2.28.120 Penalty for violations.**
- 2.28.130 Effectiveness.**

2.28.010 Purpose of chapter.

The purpose of this chapter is to provide a procedure for the granting of permits for the possession, sale, and discharge of “safe and sane fireworks” as classified by the state Fire Marshal, and to prohibit the possession, sale, or use of any other fireworks classified as dangerous by the state Fireworks Law (Chapter 70.77 RCW) or otherwise prohibited by ordinance of the city of Ritzville. (Ord. 2155 § 1, 2021; Ord. 488 § 1, 1962).

2.28.020 Title.

This chapter shall be known as the “fireworks ordinance of the city of Ritzville.” (Ord. 2155 § 1, 2021; Ord. 488 § 2, 1962).

2.28.025 Local fire official.

2. One hundred thousand dollars, or more, for injuries to two or more persons in any one accident or occurrence;

3. Five thousand dollars for damage to property for any one accident or occurrence. (Ord. 2155 § 1, 2021; Ord. 1092 § 55, 2005; Ord. 488 § 7, 1962).

2.28.080 Temporary fireworks stands.

The temporary stands of all permit holders shall conform to the following:

A. The minimum standards and conditions set forth by the state Fire Marshal under the state Fireworks Law hereinbefore cited.

B. An applicant who intends to use a temporary stand shall post with the city a performance bond or cash deposit in an amount not less than \$50.00 conditioned upon the prompt removal of the temporary stand and the cleaning up of all debris from the site of said temporary stand, which deposit shall be returned to the applicant only in the event that he removes the same and cleans up all debris to the satisfaction of the proper officials of the city of Ritzville. His failure to comply shall result in a forfeiture of the performance bond or cash deposit. In no event shall the permit holder be entitled to the return of said performance bond or cash deposit if he has failed to remove said temporary stand and clean up all debris by July 10th of each year. (Ord. 2155 § 1, 2021; Ord. 488 § 8, 1962).

2.28.090 Caps and sparklers exempt.

The restrictions and limitations of this chapter shall not be applicable to the sale of toy caps and "sparklers." (Ord. 2155 § 1, 2021; Ord. 448 § 9, 1962).

2.28.100 Chapter implements state law.

This chapter is intended to implement Chapter 228, Laws of 1961 of the state of Washington (Chapter 70.77 RCW), and shall be construed in connection with said law and any and all rules or regulations issued pursuant thereto. (Ord. 2155 § 1, 2021; Ord. 488 § 10, 1962).

2.28.110 Enforcing officer – Revocation of permit for violations.

The fire chief of the city of Ritzville, or his duly authorized representative, is hereby designated as the enforcing officer of this chapter. Failure to comply with rules and regulations or requests of the said fire chief, or violation of this chapter, shall be grounds for a revocation of a fireworks permit. (Ord. 2155 § 1, 2021; Ord. 488 § 11, 1962).

2.28.115 Emergencies – Restrictions on use.

The fire chief, or his duly authorized representative, may prohibit the discharge of all fireworks during periods of extreme fire danger. (Ord. 2155 § 1, 2021).

2.28.120 Penalty for violations.

Violation of Chapter 228, Laws of 1961 of the state of Washington (Chapter 70.77 RCW), or any rules or regulations of the state Fire Marshal, or the fire chief of the city of Ritzville, or the provisions of this chapter, such violation shall be punishable in accordance with RCC 1.02.010, General penalty. (Ord. 2155 § 1, 2021; Ord. 1092 § 56, 2005; Ord. 488 § 12, 1962).

2.28.130 Effectiveness.



VARELA
Engineering & Management

May 31, 2022

City of Ritzville
216 E. Main
Ritzville, WA 99169

ATTN: Mayor Kadlec and Council
RE: Well 8 Replacement
Pay Estimate #2

Dear Mayor Kadlec and Council Members,

Please find attached Pay Estimate #2 from Schneider Water Services for the Well 8 Replacement Project in the amount of \$235,943.65.

Pay Estimate #2 includes work performed April 01, 2022 to April 30, 2022. The work includes:

- Mobilization and Administration for decommissioning existing Well 8 and drilling replacement Well 8
- Complete site work and excavation
- Setup discharge piping system
- Install 24" conductor casing to a depth of 57'
- Remove a portion of casing from existing Well 8
- Perforate 18" and 12" casing in existing Well 8
- Backfill and grout existing Well 8

Varela recommends approval of Pay Estimate #2 in the amount of \$235,943.65.

Please sign the enclosed Pay Estimate, and return to us for forwarding to the Contractor and funding agency. If you have any questions, please feel free to call.

Sincerely,

Ben Varela
Principal

cc: file
encl: As stated

Spokane
601 W Mallon Ave, Suite A
Spokane, WA 99201
509.328.6066

Wenatchee
10 First Street, Suite 116
Wenatchee, WA 98801
509.888.1116

CONTRACTORS APPLICATION FOR PAYMENT No. 2

PROJECT: City of Ritzville - Well 8 Replacement	
APPLICATION PERIOD: 4/1/22 through 4/30/22	APPLICATION DATE: 5/2/2022
TO (OWNER):	
FROM (CONTRACTOR):	
VIA (ENGINEER): Varela & Associates, Inc.	

This Period:

1. Total Earned This Period (not including tax)	\$229,071.50
2. Plus <u>8.00%</u> Sales Tax (of line 1) \$18,325.72 = Amount earned Including Tax This Period	\$247,397.22
3. Less <u>5.00%</u> Retainage (of line 1) \$11,453.58 = Amount Due This Period	\$235,943.65

To Date

4. Bid Items Completed To-Date	\$398,302.50
5. Change Order Items To-Date (see attached list)	\$0.00
6. Total Earned To Date (Line 4 + Line 5)	\$398,302.50
7. Plus <u>8.00%</u> Sales Tax (of line 6)	\$31,864.20
8. Total Earned To-Date, Plus Sales Tax (Line 6 + Line 7)	\$430,166.70
9. Less <u>5.00%</u> Retainage (Cumulative To-Date) (of line 6)	\$19,915.13
10. Total Earned To-Date, Plus Sales Tax, Less Retainage (Line 8 - Line 9)	\$410,251.58
11. Less Amounts Previously Invoiced, Estimate Nos. _____, Line 10 of Previous Estimate	\$174,307.93
12. NET AMOUNT NOW DUE AND PAYABLE (should check with line 3)	\$235,943.65

Contractors Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:	Date: <u>5-23-2022</u>
-----	------------------------

Payment Recommended By: (Engineer) 5/23/22 (Date)

Payment Approved by: _____ (Owner) _____ (Date)

Funding or Financing Entity (if applicable) (Date)

127-35-41 Contractor Payment Application and Log

Distribution: one (1) copy each to Owner, Engineer, Contractor, Approving Agency

PAYMENT APPLICATION LOG

CONTRACTOR: Schneider Water Services

PROJECT: Well & Reinstallation

OWNER: City of Platteau

DESCRIPTION (Bid Item)	UNIT PRICE		EST. QTY		AMOUNT	PE #2		PE #1		TO DATE		
						Quantity	Amount	Quantity	Amount	Quantity	Amount	%
D100 SPECIAL REQUIREMENTS/BID ITEMS												
(1) Drilling and Pumping Test Discharge System	\$ 39,000.00	1	LS	1	\$ 39,000.00	0.50	\$ 19,500.00		\$ -	0.50	\$ 19,500.00	100.0%
(2) Remove and Haul Off Cuttings	\$ 32,000.00	1	LS	1	\$ 32,000.00				\$ 32,000.00	0.50	\$ 64,000.00	50.0%
D100 MOBILIZATION AND ADMINISTRATION												
(3) Mobilization and Demobilization (max 8% of total)	\$ 178,000.00	1	LS	1	\$ 178,000.00	0.25	\$ 37,000.00	0.25	\$ 32,000.00	0.50	\$ 69,000.00	50.0%
D220 START/WORK												
(6) Excavation, Embankment, Backfill and Compaction	\$ 80,000.00	1	LS	1	\$ 80,000.00	0.20	\$ 16,000.00	0.30	\$ 72,000.00	1.00	\$ 98,000.00	100.0%
(6) Gravel Surfacing	\$ 18,000	1	SY	1	\$ 18,000.00				\$ 18,000.00	0.01	\$ 18,000.00	0.0%
D250 WATER WELL CONSTRUCTION												
(7) Drill, Furnish and Install 24-inch or 28-inch Conductor Casing and Grout Seal	\$ 1,025,000	1	LF	1	\$ 1,025,000.00	57.00	\$ 54,135.00		\$ -	57.00	\$ 54,135.00	57.0%
(7) 24-inch Drilling for Production Casing	\$ 350,000	1	LF	1	\$ 350,000.00				\$ -			0.0%
(8) Furnish and Install 20-inch Diameter Production Casing	\$ 243,000	1	LF	1	\$ 243,000.00				\$ -			0.0%
(9) Furnish and Install Cement-Bentonite Grout Seal	\$ 75,000	1	LF	1	\$ 75,000.00				\$ -			0.0%
(10) 18-inch Diameter Open Hole Drilling	\$ 525,000	1	LF	1	\$ 525,000.00				\$ -			0.0%
(11) 18-inch Diameter Open Hole Drilling	\$ 600,000	1	HR	1	\$ 600,000.00				\$ -			0.0%
(12) Authorized Standby Time	\$ 400,000	1	HR	1	\$ 400,000.00				\$ -			0.0%
(13) Furnish and Install Blank Liner Casing (16-inch Diameter)	\$ 240,000	1	LF	1	\$ 240,000.00				\$ -			0.0%
(14) Furnish and Install Lowered or Mill-Slotted Liner Casing (16-inch Diameter)	\$ 340,000	1	LF	1	\$ 340,000.00				\$ -			0.0%
(15) Furnish and Install Wire-Wrapped Well Screen (16-inch Diameter)	\$ 400,000	1	LF	1	\$ 400,000.00				\$ -			0.0%
(17) Borehole Video Log	\$ 2,000.00	1	EA	1	\$ 2,000.00				\$ -			0.0%
(18) Furnish, Install and Remove 2,000 gpm Test Pump	\$ 75,000.00	1	LS	1	\$ 75,000.00				\$ -			0.0%
(19) Operate Test Pump (4 hour step-rate test and 24 hour constant-rate test)	\$ 600,000	1	HR	1	\$ 600,000.00				\$ -			0.0%
D280 LANDSCAPE RESTORATION												
(20) Cover, Crop Seeding	\$ 18,000	1	SY	1	\$ 18,000.00				\$ -			0.0%
SUBTOTAL					\$ 1,818,025.00		\$ 133,675.00		\$ 109,000.00		\$ 242,675.00	100.0%
SALES TAX (8%)					\$ 128,365.00		\$ 10,710.00		\$ 8,728.00		\$ 19,438.00	100.0%
TOTAL					\$ 1,745,831.00		\$ 144,315.00		\$ 117,728.00		\$ 262,113.00	100.0%

SCHEDULE C - WELL & DECOMMISSIONING - LINER CASINGS ARE REMOVED

Section	Item	Description (Bid Item)	UNIT PRICE		EST. QTY		AMOUNT	PE #2		PE #1		TO DATE		
								Quantity	Amount	Quantity	Amount	Quantity	Amount	%
D100														
	(1)	Mobilization and Demobilization (max 8% of total)	\$ 10,000.00	1	LS	1	\$ 10,000.00	0.50	\$ 5,000.00	0.50	\$ 5,000.00	1.00	\$ 10,000.00	100.0%
D250														
	(2)	Variance Allowance from Ecology	\$ 750.00	1	LS	1	\$ 750.00					1.00	\$ 750.00	100.0%
(3)	Well & Pump Station Demolition	\$ 30,000.00	1	LS	1	\$ 30,000.00						0.50	\$ 30,000.00	90.0%
(4)	Remove 12-inch Diameter Liner Casing	\$ 500.00	30	HR	30	\$ 15,000.00	18.00	\$ 9,000.00	9.00	\$ 4,500.00	27.00	\$ 13,500.00	73.3%	
(5)	Remove 10-inch Diameter Liner Casing	\$ 500.00	6	HR	6	\$ 3,000.00	9.00	\$ 4,500.00	10.00	\$ 5,000.00	19.00	\$ 9,500.00	21.0%	
(6)	Remove Slotted/Causchlin Material	\$ 500.00	6	HR	6	\$ 3,000.00	2.00	\$ 1,000.00	2.00	\$ 1,000.00	4.00	\$ 2,000.00	22.2%	
(7)	Backfill Well from 87.8 feet to 10 feet Below Ground	\$ 10,000	62	LF	62	\$ 620,000.00	112.00	\$ 1,120,000.00	112.00	\$ 1,120,000.00	112.00	\$ 1,120,000.00	100.0%	
(8)	Authorize Drilling Diameter Surface Casing	\$ 850.00	6	CY	6	\$ 5,100.00						0.00	\$ -	0.0%
(9)	Standby Time	\$ 250.00	8	HR	8	\$ 2,000.00						0.00	\$ -	0.0%
SUBTOTAL					\$ 122,910.00		\$ 12,750.00		\$ 45,651.00		\$ 58,381.00		\$ 58,381.00	100.0%
SALES TAX (8%)					\$ 9,832.80		\$ 1,020.00		\$ 3,650.48		\$ 4,670.48		\$ 4,670.48	100.0%
TOTAL					\$ 132,742.80		\$ 13,770.00		\$ 49,301.48		\$ 63,051.48		\$ 63,051.48	100.0%

SCHEDULE D - WELL & DECOMMISSIONING - LINER CASINGS ARE NOT REMOVED

Section	Item	Description (Bid Item)	UNIT PRICE		EST. QTY		AMOUNT	PE #2		PE #1		TO DATE		
								Quantity	Amount	Quantity	Amount	Quantity	Amount	%
D100														
	(1)	Mobilization and Demobilization (max 8% of total)	\$ 12,000.00	1	LS	1	\$ 12,000.00	0.50	\$ 6,000.00	0.50	\$ 6,000.00	1.00	\$ 12,000.00	100.0%
D250														
	(3)	Variance Allowance from Ecology	\$ 750.00	1	LS	1	\$ 750.00							0.0%
(4)	Well & Pump Station Demolition	\$ 30,000.00	1	LS	1	\$ 30,000.00								0.0%
(5)	Perforate 10-inch Diameter Liner Casing	\$ 200.00	44	LF	44	\$ 8,800.00						43.00	\$ 8,600.00	97.7%
(6)	Perforate 12-inch Diameter Liner Casing	\$ 75.00	620	LF	620	\$ 46,500.00	500.00	\$ 37,500.00	43.00	\$ 3,225.00	543.00	\$ 40,725.00	86.8%	
(7)	Cut and Remove 12-inch Diameter Liner Casing	\$ 100.00	1	LS	1	\$ 100.00	1.00	\$ 100.00			1.00	\$ 100.00	100.0%	
(8)	Perforate 18-inch Diameter Surface Casing	\$ 800.00	6	HR	6	\$ 4,800.00	65.00	\$ 52,000.00	65.00	\$ 52,000.00	65.00	\$ 52,000.00	100.0%	
(9)	Cut and Remove 12-inch Diameter Liner Casing	\$ 850.00	57	CY	57	\$ 48,450.00	25.79	\$ 21,921.50			25.79	\$ 21,921.50	92.3%	
(10)	Pressure Grout Well	\$ 850.00	57	CY	57	\$ 48,450.00								0.0%
(11)	Standby Time	\$ 250.00	8	HR	8	\$ 2,000.00								0.0%
SUBTOTAL					\$ 172,050.00		\$ 172,050.00		\$ 14,800.00		\$ 14,800.00		\$ 14,800.00	100.0%
SALES TAX (8%)					\$ 13,764.00		\$ 1,376.40		\$ 1,185.60		\$ 1,185.60		\$ 1,185.60	100.0%
TOTAL					\$ 185,814.00		\$ 183,426.40		\$ 15,985.60		\$ 15,985.60		\$ 15,985.60	100.0%

CHANGE ORDERS

NO.	DESCRIPTION (Change Order Item)	UNIT PRICE		EST. QTY		AMOUNT	PE #2		PE #1		TO DATE	
							Quantity	Amount	Quantity	Amount	Quantity	Amount
1	Change Order Item					\$ -						
2	Change Order Item					\$ -						
3	Change Order Item					\$ -						
4	Change Order Item					\$ -						
5	Change Order Item					\$ -						
6	Change Order Item					\$ -						
7	Change Order Item					\$ -						
SUBTOTAL CHANGE ORDERS:						\$ -						
ORIGINAL CONTRACT AMOUNT						\$ 1,811,265.00						
CURRENT CONTRACT AMOUNT						\$ 1,811,265.00						
TAX: 5.0%						\$ 90,563.25						
SUBTOTAL WITH TAX:						\$ 1,901,828.25						
LESS 5% RETAINAGE:						\$ 95,091.41						
TOTAL:						\$ 1,806,736.84						



VARELA
Engineering & Management

June 6, 2022

City of Ritzville
216 E. Main
Ritzville, WA 99169

ATTN: Mayor Kadlec and Council
RE: Well 8 Replacement
Pay Estimate #3

Dear Mayor Kadlec and Council Members,

Please find attached Pay Estimate #3 from Schneider Water Services for the Well 8 Replacement Project in the amount of \$128,338.00.

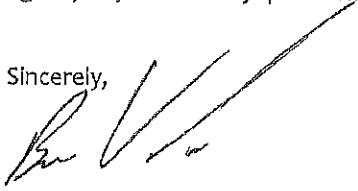
Pay Estimate #3 includes work performed May 01, 2022 to May 31, 2022. The work includes:

- 356 feet of 24" drilling for 20" casing

Varela recommends approval of Pay Estimate #3 in the amount of \$128,338.00.

Please sign the enclosed Pay Estimate, and return to us for forwarding to the Contractor and funding agency. If you have any questions, please feel free to call.

Sincerely,



Ben Varela
Principal

cc: file
encl: As stated

Spokane
601 W Mallon Ave, Suite A
Spokane, WA 99201
509.328.6066

Wenatchee
10 First Street, Suite 116
Wenatchee, WA 98801
509.888.1116

varela-engr.com

PAYMENT APPLICATION LOG

CONTRACTOR: Schneider Water Services PROJECT: Well B Replacement

OWNER: City of Riverside

DESCRIPTION (Bid Item)	UNIT PRICE	BID SCHEDULE		PE #3	PE #2	PE #1	TO DATE		
		EST. QTY	AMOUNT				Quantity	Amount	Quantity
01900 SPECIAL REQUIREMENTS/BID ITEMS									
(1) Drilling and Pumping Test Discharge System	\$ 39,000.00	1	LS	\$ 39,000.00			0.50	\$ 19,500.00	
(2) Remove and Haul Drill Outfits	\$ 32,000.00	1	LS	\$ 32,000.00					
(3) Temporary Fence	\$ 10,000.00	1	LS	\$ 10,000.00			0.50	\$ 5,000.00	50.0%
01900 MOBILIZATION AND ADMINISTRATION									
(4) Mobilization and Demobilization (max. 8% of total)	\$ 128,000.00	1	LS	\$ 128,000.00			0.25	\$ 32,000.00	90.0%
02200 EARTHWORK									
(5) Excavation, Embankment, Backfill and Compaction	\$ 90,000.00	1	LS	\$ 90,000.00			0.80	\$ 72,000.00	100.0%
(6) Gravel Surfacing	\$ 18,000.00	1	LS	\$ 18,000.00					0.0%
02300 WATER WELL CONSTRUCTION									
(7) Drill, Furnish and Install 24-inch or 28-inch Conductor Casing and Grout Seal	\$ 415,000.00	1	LF	\$ 415,000.00			57.00	\$ 54,125.00	57.0%
(8) 24-inch Drilling for Production Casing	\$ 300,000.00	1	LF	\$ 300,000.00					
(9) Furnish and Install 20-inch Diameter Production Casing	\$ 325,000.00	1	LF	\$ 325,000.00					
(10) Furnish and Install Cement-Sandstone Grout Seal	\$ 75,000.00	1	LF	\$ 75,000.00					
(11) 18-inch Diameter Open Hole Drilling	\$ 325,000.00	1	LF	\$ 325,000.00					
(12) Authorized Heavy Work - Well Development	\$ 600.00	40	HR	\$ 24,000.00					
(13) Authorized Standby Time	\$ 400.00	40	HR	\$ 16,000.00					
(14) Furnish and Install Blank Liner Casing (18-inch Diameter)	\$ 275.00	205	LF	\$ 56,375.00					
(15) Furnish and Install Lined or Mill-Slotted Liner Casing (18-inch Diameter)	\$ 940.00	200	LF	\$ 188,000.00					
(16) Borehole Video Logs	\$ 4,000.00	200	LF	\$ 800,000.00					
(17) Furnish, Install and Remove 2,000 gram Test Pump	\$ 2,000.00	1	EA	\$ 2,000.00					
(18) Furnish, Install and Remove 4-hour step-rate test and 24-hour constant-rate test	\$ 75,000.00	1	LS	\$ 75,000.00					
(19) Operate Test Pump (4-hour step-rate test and 24-hour constant-rate test)	\$ 600.00	28	HR	\$ 14,400.00					
02500 LANDSCAPE RESTORATION									
(20) Cover Crop Seeding	\$ 13.00	500	SY	\$ 9,000.00					
SUBTOTAL				\$ 1,616,325.00					
SALES TAX (8%)				\$ 129,306.00					
TOTAL				\$ 1,745,631.00					

Section	Item	Description (Bid Item)	BID SCHEDULE		PE #3	PE #2	PE #1	TO DATE	
			EST. QTY	AMOUNT				Quantity	Amount
01900 MOBILIZATION AND ADMINISTRATION									
(1) Mobilization and Demobilization (max. 8% of total)	\$ 10,000.00	1	LS	\$ 10,000.00			0.50	\$ 5,000.00	100.0%
02300 PRODUCTION WELL DECOMMISSIONING									
(2) Well B Pump Station Demolition	\$ 760.00	1	LS	\$ 760.00			1.00	\$ 760.00	100.0%
(3) Well B Pump Station Demolition	\$ 30,000.00	1	LS	\$ 30,000.00					
(4) Remove 12-inch Diameter Liner Casing	\$ 500.00	30	HR	\$ 15,000.00			13.00	\$ 6,500.00	50.0%
(5) Remove 18-inch Diameter Liner Casing	\$ 500.00	8	HR	\$ 4,000.00			10.00	\$ 5,000.00	210.0%
(6) Remove 18-inch Diameter Liner Casing	\$ 500.00	8	HR	\$ 4,000.00			2.00	\$ 1,000.00	25.0%
(7) Perform 18-inch Liner Casing Below Ground	\$ 13.00	1879	LF	\$ 47,370.00			112.70	\$ 3,381.00	7.1%
(8) Perform 18-inch Liner Casing Above Ground	\$ 550.00	8	HR	\$ 4,400.00					
(9) Pressure Grout Surface Casing	\$ 250.00	8	HR	\$ 2,000.00					
(10) Standby Time	\$ 122.00	8	HR	\$ 976.00					
SUBTOTAL				\$ 129,306.00					
SALES TAX (8%)				\$ 9,944.88					
TOTAL				\$ 139,250.88					

Section	Item	Description (Bid Item)	BID SCHEDULE		PE #3	PE #2	PE #1	TO DATE	
			EST. QTY	AMOUNT				Quantity	Amount
01900 MOBILIZATION AND ADMINISTRATION									
(1) Mobilization and Demobilization (max. 8% of total)	\$ 12,000.00	1	LS	\$ 12,000.00			0.50	\$ 6,000.00	100.0%
02300 PRODUCTION WELL DECOMMISSIONING									
(2) Well B Pump Station Demolition	\$ 750.00	1	LS	\$ 750.00			43.00	\$ 8,600.00	0.6%
(3) Well B Pump Station Demolition	\$ 30,000.00	1	LS	\$ 30,000.00					
(4) Perform 12-inch Diameter Liner Casing	\$ 200.00	44	LF	\$ 8,800.00					
(5) Perform 18-inch Diameter Liner Casing	\$ 5,100.00	620	LF	\$ 31,140.00			500.00	\$ 37,500.00	87.2%
(6) Cut and Remove 12-inch Diameter Liner Casing	\$ 135.00	64	LF	\$ 8,640.00			1.00	\$ 1,350.00	100.0%
(7) Perform 18-inch Diameter Surface Casing	\$ 900.00	8	HR	\$ 7,200.00			65.00	\$ 8,775.00	101.6%
(8) Cut and Remove 12-inch Diameter Liner Casing	\$ 300.00	197	LF	\$ 59,400.00					
(9) Backfill Well from 979 feet to 740 feet below ground	\$ 850.00	57	CY	\$ 48,450.00			29.79	\$ 25,321.50	52.3%
(10) Pressure Grout Well	\$ 250.00	8	HR	\$ 2,000.00					
(11) Standby Time	\$ 172.00	8	HR	\$ 1,376.00					
SUBTOTAL				\$ 155,974.00					
SALES TAX (8%)				\$ 12,477.92					
TOTAL				\$ 168,451.92					

NO.	DESCRIPTION (Change Order Item)	CHANGE ORDER ITEMS		PE #3	PE #2	PE #1	TO DATE		
		EST. QTY	AMOUNT				Quantity	Amount	Quantity
1	Change Order Item								
2	Change Order Item								
3	Change Order Item								
4	Change Order Item								
5	Change Order Item								
6	Change Order Item								
7	Change Order Item								
8	Change Order Item								
9	Change Order Item								
SUBTOTAL CHANGE ORDERS:									
ORIGINAL CONTRACT AMOUNT							\$	1,511,285.00	
CURRENT CONTRACT AMOUNT							\$	1,911,285.00	
TAX: 8.0%							\$	152,902.80	
SUBTOTAL WITH TAX							\$	2,064,187.80	
LESS 5% RETAINAGE							\$	(103,209.39)	
TOTAL							\$	1,960,978.41	

CITY OF RITZVILLE

Lease for City Golf Course Clubhouse and Restaurant

THIS AGREEMENT, made and entered into by and between the CITY OF RITZVILLE, a municipal corporation, hereinafter referred to as *City*, and Ritzville Golf Association, a Non-Profit Corporation, as *Lessee*.

The parties, in consideration of the mutual covenants and agreements herein contained, agree as follows:

The *City* authorizes the *Lessee* to occupy the restaurant area (first floor except the golf course managers office) of the Golf Course Clubhouse for the purpose of carrying out the duties of this position and to operate their own business and restaurant. No other use of the clubhouse shall be allowed without the consent of the *City*. The clubhouse is located upon the following described premises, to-wit:

Commencing at the most Northeasterly corner of Lot Three (3), Block 22 of Adams County Land Company's Addition to the City of Ritzville, thence Southwesterly along 10th Street, a distance of 25 feet to the point of beginning; thence Southwesterly along 10th Street a distance of 50 feet; thence at right angles, Northeasterly a distance of 150 feet to the point of the beginning; it being a rectangular piece of property 50 feet by 150 feet located in the above block.

1. RENT: The *Lessee* is to pay a monthly rental fee in the amount of Three-hundred Fifty dollars (\$350.00) to be paid to the City by the 10th day of June, 2022. The *Lessee* shall keep the facility clean and perform and pay for minor repairs and pay for maintenance associated with their business. Major repairs and improvements may be paid for by the *City*, only with prior authorization by the *City*.

2. TERM: The term of this Lease shall commence of the 1st day of June, 2022 and shall continue for the remainder of the 2022 Golf season (Golf Season April 2022-October 2022). If the *Lessee* chooses to sub-lease the operation of the restaurant facility the City will approve any sub-lease in writing.

3. USE: The *Lessee* shall provide, at the minimum, snack food, beverages, and related products on the City's Golf Clubhouse property with the obligation upon the *Lessee* to maintain a proper stock to adequately serve the users of the golf course. The *Lessee* shall be allowed to provide, short order type restaurant facilities, and sundries. *Lessee* agrees to timely police, pick up, empty the trash, and maintain in a neat and orderly manner all areas of the Golf Course Clubhouse including the bathrooms. The Golf Course Clubhouse shall be open for the benefit of users of the golf course no later than 8:00 A.M. and shall close no earlier than one hour prior to dusk during the golfing season. Golf season shall be considered April through October.

4. LICENSES: *Lessee* shall maintain a Washington State License to serve beer and wine. Any permits, fees or licenses associated with providing any services or products to the general public or users of the golf course shall be the sole responsibility of the *Lessee*. The *Lessee*

11. BREACH OF CONTRACT: In the event that either party claims that the other is guilty of a breach of any of the provisions of this agreement, in accordance with Section 13, written notice shall be provided to the breaching party who shall have ten (10) days in which to correct any activity or conduct claimed by the other to have constituted a substantial breach of the agreement.

12. ABANDONMENT: City shall have the immediate right of possession of premises in the event the *Lessee* abandons said premises and City shall not be responsible for any inventory or equipment left on the premises.

13. TERMINATION: This agreement will terminate upon the happening of any of the following events:

- a. The *Lessee* chooses to sub-lease, the operation of the restaurant facility then the lease will be re-negotiated, and the City will require to approve any sub-lease.
- b. Its normal termination if not renewed;
- c. The death of the *Lessee*;
- d. The permanent physical disability of the *Lessee*;
- e. Upon the *Lessee* not correcting a breach of this contract; or
- f. *City* giving thirty-day written notice to *Lessee*.

14. NOTICE: Any notice required or permitted to be given under this agreement shall be sufficient if in writing and sent by registered or certified mail. In case of the Manager, said notice shall be sent to their residence or his last known residence and, in the case of the City, to its principal office.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____ 2022.

CITY OF RITZVILLE

LESSEES
Ritzville Golf Association

Linda Kadlec, Mayor

D.J. Williamson, President

Bruce Benzel, Secretary

ATTEST:

Julie Flyckt, Clerk-Treasurer

CITY OF RITZVILLE

Lease for City Golf Course Clubhouse and Restaurant

THIS AGREEMENT, made and entered into by and between the City of Ritzville and the Ritzville Golf Association, a Non-Profit Corporation hereinafter referred to as the RGA, as *Lessor*, and Porky's Clubhouse Grill hereinafter referred to as *Lessee*.

The parties, in consideration of the mutual covenants and agreements herein contained, agree as follows:

The *City* authorizes the *RGA* to sub-lease occupy the restaurant area (first floor except the golf course managers office) of the Golf Course Clubhouse for the purpose of carrying out the duties of this position and to operate their own business and restaurant. No other use of the clubhouse shall be allowed without the consent of the *RGA*. The clubhouse is located upon the following described premises, to-wit:

Commencing at the most Northeasterly corner of Lot Three (3), Block 22 of Adams County Land Company's Addition to the City of Ritzville, thence Southwesterly along 10th Street, a distance of 25 feet to the point of beginning; thence Southwesterly along 10th Street a distance of 50 feet; thence at right angles, Northeasterly a distance of 150 feet to the point of the beginning; it being a rectangular piece of property 50 feet by 150 feet located in the above block.

1. RENT: The *Lessee* is required to pay a monthly rental fee in the amount of Three Hundred Fifty dollars (\$350.00), to be paid to the RGA by the 5th day of each month. The *Lessee* shall keep the facility clean and perform and pay for minor repairs and pay for maintenance associated with their business. Major repairs and improvements may be paid for by the *City*, however, said request for repairs or improvements must first be to be submitted to the RGA, who then shall submit to the *City* for approval.
2. TERM: The term of this Lease shall commence of the 1st day of June 2022 and shall continue for the remainder of the 2022 Golf season. Upon the end of the season the *Lessee* shall have the option to re-negotiate the current lease.
3. USE: The *Lessee* shall provide, at the minimum, snack food, beverages, and related products on the *City's* Golf Clubhouse property with the obligation upon the *Lessee* to maintain a proper stock to adequately serve the users of the golf course. The *Lessee* shall be allowed to provide, short order type restaurant facilities, and sundries. *Lessee* agrees to timely police, pick up, empty the trash, and maintain in a neat and orderly manner all areas of the Golf Course Clubhouse including the bathrooms. The Golf Course Clubhouse shall be open for the benefit of users of the golf course no later than 8:00 A.M. and shall close no earlier than one hour prior to dusk during the golfing season. Golf season shall be considered April through October.
4. LICENSES: At this time the *RGA* shall maintain a Washington State License to serve beer and wine at this time. Any permits, fees or licenses associated with providing any services or products to the general public or users of the golf course shall be the sole responsibility

11. BREACH OF CONTRACT: In the event that either party claims that the other is guilty of a breach of any of the provisions of this agreement, in accordance with Section 13, written notice shall be provided to the breaching party who shall have ten (10) days in which to correct any activity or conduct claimed by the other to have constituted a substantial breach of the agreement.

12. ABANDONMENT: City shall have the immediate right of possession of premises in the event the *Lessee* abandons said premises and City shall not be responsible for any inventory or equipment left on the premises.

13. TERMINATION: This agreement will terminate upon the happening of any of the following events:

- a. The *Lessee* chooses to sub-lease, the operation of the restaurant facility then the lease will be re-negotiated, and the City will require to approve any sub-lease.
- b. Its normal termination if not renewed;
- c. The death of the *Lessee*;
- d. The permanent physical disability of the *Lessee*;
- e. Upon the *Lessee* not correcting a breach of this contract; or
- f. *City* giving thirty-day written notice to *Lessee*.

14. NOTICE: Any notice required or permitted to be given under this agreement shall be sufficient if in writing and sent by registered or certified mail. In case of the Manager, said notice shall be sent to their residence or his last known residence and, in the case of the City, to its principal office.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____ 2022.

RITZVILLE GOLF ASSOCIATION

LESSEES
Porky's Clubhouse Grill

D.J. Williamson, President

Bruce Benzel, Secretary

CITY OF RITZVILLE
APPROVAL OF SUBLEASE

Linda Kadlec, Mayor

ATTEST

Julie Flyckt, Clerk-Treasurer

**ORDINANCE NO. 2159
AN ORDINANCE OF THE CITY OF RITZVILLE, WASHINGTON AMENDING
CHAPTER 3.36 NUISANCES OF THE RITZVILLE CITY CODE.**

WHEREAS, there is a need for amendment to Chapter 3.36 Nuisances of the Ritzville City Code to update abatement processes; and

WHEREAS, information in the ordinance was not current, and the abatement process was unclear and cumbersome; and

NOW THEREFORE, the City Council of the City of Ritzville does ordain as follows:

Section 1. Ritzville City Ordinance 1021, 1092, and 2006 Chapter 3.36 of the Ritzville City Code, together with all ordinances or parts thereof from which said code originated, are hereby amended as follows:

Sections:

- 3.36.010 Purpose.
- 3.36.020 Definitions.
- 3.36.030 Types designated.
- 3.36.040 Abatement – Notice Requirements.
- 3.36.050 Failure to abate – ~~Abatement by city.~~ City's Administrative Authority to Abate.
- 3.36.060 Abatement – ~~Resolution method.~~ Voluntary Abatement by Property Owner or Responsible Party.
- ~~3.36.065 Abatement – Junk vehicles.~~
- 3.36.70 Abatement – ~~By owner – Conditions.~~ Administrative Abatement by City.
- 3.36.75 Abatement – Junk Vehicles
- 3.36.080 Abatement – Immediate danger.
- 3.36.085 Abatement – Cost.
- 3.36.090 Diseased animal carcasses – Proper disposal.
- 3.36.100 ~~Unlawful acts.~~ Violation – Declared infraction.

3.36.030 Types designated.

Each of the following conditions, unless otherwise permitted by law, are declared to be unlawful public nuisances ~~is declared to constitute a public nuisance~~ and, whenever the enforcement officer determines that any of these conditions exist upon any premises or in any drainage way, the officer may require or provide for the abatement thereof pursuant to this chapter:

- A. The existence of any weeds, trash, dirt, filth, the carcass of any animal, waste, shrubs, accumulation of lawn or yard trimmings, or other offensive matter;
- B. The existence of any dead, diseased, infested or dying tree that may constitute a danger to street trees, streets or portions thereof;
- C. The existence of any tree, shrub or foliage, unless by consent of the city, which is apt to destroy, impair, interfere or restrict the following:
 - 1. Streets, sidewalks, sewers, utilities or other public improvements,
 - 2. Visibility on, free use of, or access to such improvements;
- D. The existence of any vines or climbing plants growing into or over any street tree or any public hydrant, pole or electrolier; or the existence of any shrub, vine or plant growing on, around or in front of any hydrant, standpipe, sprinkler system connection or any other appliance or facility provided for fire protection purposes in such a way as to obscure the view thereof or impair the access thereto;
- E. The existence of any accumulation of materials or objects in a location when the same endangers property, safety or constitutes a fire hazard;
- F. The existence of a sidewalk or a portion of a sidewalk adjacent to any premises which is out of repair and in a condition to endanger persons or property, or in a condition to interfere with the public convenience in the use of such sidewalk;
- G. The existence of caterpillar infestation;
- H. The burning or disposal of yardwork, garden waste, refuse, sawdust yard and garden waste only in a 3 feet by 3 feet by 4 feet or any other material without a permit or not in such an area designated area for such material;
- I. The existence of any obstruction to a street, alley, crossing or sidewalk, and any

2. Any privies, vaults, cesspools, sumps, pits or like places which are not securely protected from flies and rats, or which are foul or malodorous,

3. Any filthy, littered or trash-covered dwellings, cellars, house yards, barnyards, stable yards, factory yards, vacant areas in the rear of stores, vacant lots, houses, buildings or premises,

4. Any animal manure in any quantity which is not securely protected from flies or weather conditions, or which is kept or handled in violation of any ordinance of the city,

5. Any poison oak or poison ivy, Russian thistle or other noxious weeds, whether growing or otherwise; but nothing in this subdivision shall prevent the temporary retention of such weeds in approved covered receptacles, as determined by the Adams County Weed Board,

6. Any bottles, cans, glass, ashes, small pieces of scrap iron, wire, metal articles, bric-a-brac, broken stone or cement, broken crockery, broken glass, broken plaster and all such trash or abandoned material, unless it is kept in approved covered bins or galvanized iron receptacles,

7. Any trash, litter, rags, accumulations of empty barrels, boxes, crates, packing cases, mattresses, bedding, excelsior, packing hay, straw or other packing material, lumber not neatly piled, scrap iron, tin or other metal not neatly piled, or anything whatsoever in which flies or rats may breed or multiply or which may be a fire hazard;

J.K. The depositing or burning or causing to be deposited or burned in any street, alley, sidewalk, park, parkway, or other public place which is open to travel, of any hay, straw, paper, wood, boards, boxes, leaves, manure or other rubbish or materials;

K.L. The storage or keeping on any premises for more than 30 days of any used or unused building material, as defined in RCC 3.36.020(B), whose retail cost new would exceed ~~\$100.00~~ \$500.00, without a special permit from the building official; provided, that nothing in this subsection shall do the following:

i. A vehicle or part thereof that is completely enclosed within a building in a lawful manner where it is not visible from the street or other public or private property; or

ii. A vehicle or part thereof that is stored or parked in a lawful manner on private property in connection with the business of a licensed dismantler or licensed vehicle dealer and is fenced according to RCW 46.80.130.

O. The existence on any premises of any abandoned or unused well, cistern or storage tank without first demolishing or removing from the city such storage tank, or securely closing and barring any entrance or trapdoor thereto, or without filling any well or cistern or capping the same with sufficient security to prevent access thereto by children;

P. The existence on any premises, in a place accessible to children, of any unattended and/or discarded icebox, refrigerator or other large appliance;

Q. The existence of any drainage onto or over any sidewalk or public pedestrian way;

R. Appliances or parts thereof;

S. All places not properly fenced which are used or maintained as junkyards or dumping grounds, or for the wrecking, disassembling, repair or rebuilding of automobiles, trucks, tractors, boats, or machinery of any kind, or for the storing or leaving of any machinery or equipment used by contractors, builders, or other persons, which said places are kept or maintained so as to essentially interfere with the comfortable enjoyment of life or property by others. Properly fenced shall mean sight-obscuring fence kept in good condition and shall meet zoning requirements of RCC Title 11 and Chapter 11.115 RCC. (Ord. 2006 § 1, 2006; Ord. 1021 § 4, 2001; Ord. 608 Art. 3, 1977).

3.36.040 Abatement – Notice Requirements.

After the enforcement officer has evidence that a public nuisance exists, the enforcement officer will relay such evidence to the City Clerk who ~~An enforcement officer appointed by the mayor having knowledge of any public nuisance,~~ shall cause any owner or other responsible person to be notified of the existence of a public nuisance on any premises, shall direct the owner or other responsible person to abate the condition within ten (10)

DATED: _____

Mayor

3.36.050 Failure to abate – ~~Abatement by city. City’s Administrative Authority to Abate.~~ In all cases where the enforcement officer ~~City~~ has determined to proceed with abatement, ten (10) days after giving the date on the Notice, the City shall acquire jurisdiction to abate the condition at the person’s expense as provided in this section. The City Clerk is authorized to enforce this chapter and take appropriate abatement procedures, after show cause hearing as per RCC 3.36.070. Upon the abatement of the condition or any portion thereof by the city, all the expenses thereof shall constitute a civil debt owing to the city jointly and severally by such of the persons who has been given notice as provided in RCC 3.36.040. The debt shall be collectible in the same manner as any other civil debt owing to the city. (Ord. 608 Art. 7, 1977).

3.36.060 Abatement – ~~Resolution method. Voluntary Abatement by Property Owner or Responsible Party~~

A. ~~Abatement–~~ Notice. Upon the discovery of a nuisance ~~by the enforcement officer that is not an emergency~~, the ~~city~~ enforcement officer shall inform the City Clerk who shall order the property owner or responsible party to voluntarily abate the nuisance within ten (10) days of the date on the Notice. The order shall follow the Notice requirements provided in RCC 3.36.040, provide said land owner or other person owning, creating, keeping, maintaining or permitting the same at least 20 days to abate the nuisance. The order shall be served personally, or by first class mail, and shall describe with particularity the nature of the violation, the sections of the code or other laws which are being violated, and a description of the land where the nuisance is located.

B. If and when a property owner or other responsible person undertakes to abate any condition described in this chapter, whether by order of the City Clerk or otherwise, all needful and legal conditions pertinent to the abatement may be imposed by the enforcement officer. It is unlawful for the owner or other responsible person to fail to comply with such conditions.

~~vehicles or parts thereof along with other incidental machinery, scrap and parts from public or private property if it constitutes a nuisance as defined herein or is maintained in violation of the city's zoning ordinance.~~

~~B. If the city finds the junk vehicle or parts thereof to be a nuisance or maintained in violation of the zoning ordinance, it shall send the owner of the land as shown on the last equalized assessment roll and the last registered and legal owner of the vehicle, unless the vehicle is in such condition that identification numbers are not available to determine ownership, a notice of the violation. The notice must inform the owners that they are entitled to a hearing on the issue of the abatement of the junk vehicle. The notice must specify that if no request for a hearing is received within 20 days of the date of the notice, the vehicle will be removed and the costs assessed against the registered owner if the identity of the owner can be determined, unless the owner in the transfer in ownership of the vehicle has complied with RCW 46.12.101, or the costs may be assessed against the owner of the property on which the vehicle is stored and shall become a lien against the property upon which the vehicle is located.~~

~~C. If any request for a hearing is timely received, a notice giving the time, location, and date of the hearing on the question of abatement and removal of the vehicle or parts thereof as a public nuisance shall be personally served or mailed, by certified mail, with a five-day return receipt requested, to the owner of the land as shown on the last equalized assessment roll and the last registered and legal owner of record, unless the vehicle is in such condition that identification numbers are not available to determine ownership. The notice shall also state that the owner of the land may appear in person at the hearing or present a written statement in time for consideration at the hearing denying responsibility for the presence of the vehicle, or parts thereof, on the land, with his reasons for the denial.~~

~~D. The costs of administration or removal of the vehicle shall not be assessed against the property upon which the vehicle is located and the owner of land shall not be held liable for said costs if it is determined at the hearing that the vehicle or parts thereof were placed on his land without his consent and he has not subsequently acquiesced in their presence.~~

~~E. After notice has been given of the intent of the city to dispose of the junk vehicle and after a hearing, if requested, has been held, the vehicle or parts thereof found to be a~~

include the passing of a resolution or (2) the City Council shall direct the City Clerk to not proceed if they find that there is no public nuisance violation or the City has not proceeded according to this chapter.

D. Resolution. Upon default of said land owner or other person owning, creating, keeping, maintaining or permitting the same to timely abate the nuisance, or to show cause why said resolution should not be adopted, the city may adopt said resolution ordering that the nuisance shall be abated by the city or its designee with the costs of said abatement being charged against the said land owner or other person owning, creating, keeping, maintaining or permitting the same, and the cost thereof shall become a lien upon the land, which lien may be filed and foreclosed upon in the same time and in the same manner as provided by law for liens for labor and materials.

Commented [JF1]: Should the process for collection be added here as per Chapter 3.36.085? Is it a lien no matter which collection option is used?

The City Council shall finalize a resolution in accordance with the decision entered at the Show Cause hearing and shall mail a copy of the resolution to the owner or responsible person within three (3) business days after the hearing. The owner or responsible person shall have seven (7) days from date of the Show Cause hearing to petition the superior court or district court for injunctive relief seeking to restrain the city from proceeding with abatement of the violation and to send notice of said appeal to the City Clerk. The court is authorized to affirm, reverse, or modify such enforcement action delivered by the City Council, and any such hearing or trial shall be "de novo," meaning the court shall be directly reviewing the action by the city as a new matter.

E. If the person who received the Notice did not appear at the Show Cause hearing, or if the person appeared and the City Council has found for the City Clerk, and there has been no appeal to superior or district court, the City Clerk is authorized by this chapter to proceed with appropriate administrative procedures, including but not limited to, using the City's personnel or a contractor, to abate the nuisance in any reasonable manner. The expense of such administrative abatement shall be in accordance with RCC 3.36.085.

3.36.075 Abatement – Junk vehicles.

A. The City Clerk may order the property owner or responsible part to remove junk motor vehicles or parts thereof along with other incidental machinery, scrap and parts from public or private property if it constitutes a nuisance as defined herein or is maintained in violation of the city's zoning ordinance. The order shall follow the Notice requirements provided in RCC 3.36.040.

accrual of additional per diem monetary penalties so long as the violation continues. The city may incorporate any outstanding penalty or cost into an assessment lien, if the city incurs costs of abating the violation. Any monetary penalty assessed must be paid in full to the city within 30 days from the date of service of an uncontested notice of civil violation or any order of the hearing examiner that assesses monetary penalties.

(2) Recovery of Costs. The city shall bill its costs, including incidental expenses, of pursuing code compliance and/or of abating a violation to the person responsible for the violation and/or against the subject property. Such costs shall become due and payable 30 days after the date of the bill. The term "incidental expenses" shall include, but not be limited to, personnel costs, both direct and indirect, including attorneys' fees incurred by the city; costs incurred in documenting the violation; the actual expenses and costs to the city in the preparation of notices, specifications, and contracts, and in inspecting the work; hauling, storage and disposal expenses; the cost of any required printing and mailing; and interest. ~~The city manager-Mayor or designee, or the hearing examiner,~~ may in his or her discretion waive in whole or part the assessment of any costs upon a showing that abatement has occurred or is no longer necessary or that the costs would cause a significant financial hardship for the responsible party. Any challenge to the amount of the abatement costs must be made within 14 days of issuance of the bill and shall be heard by the ~~city manager-Mayor~~ in an informal hearing. ~~The city manager-Mayor~~ shall make a written determination as to whether or not the city's costs were accurate and necessary for accomplishing the abatement.

- A. ~~(3)~~ Use of Collection Agency. Pursuant to Chapter 19.16 RCW, as currently enacted or hereafter amended, the city may, at its discretion, use a collection agency for the purpose of collecting penalties and costs assessed pursuant to this chapter. The collection agency may add fees or interest charges to the original amount assigned to collections as allowed by law. No debt may be assigned to a collection agency until at least 30 calendar days have elapsed from the time that the city attempts to notify the person responsible for the debt of the existence of the debt and that the debt may be assigned to a collection agency for collection if the debt is not paid. Notice of potential assignment to collections shall be made by regular first class mail to the last known address of the person responsible for the violation; provided, that inability to ascertain a current mailing address shall not prohibit the debt from being assigned to collections.

B. It is unlawful for any person to create, maintain, carry on or do any of the acts or things declared by this chapter to be a public nuisance. (Ord. 608 Art. 4, 1977).

3.36.110 3.36.100 Violation – Declared infraction.

Any person violating any provision of this chapter shall be punished in accordance with RCC 1.02.010, General penalty. (Ord. 1092 § 91, 2005; Ord. 608 Art. 11, 1977).

Section 2. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 3. Any other ordinance conflicting with this ordinance is hereby repealed.

Section 4. This ordinance shall take effect and be in full force 5 days after publication in the City's official newspaper of record.

READ in open meeting. PASSED by unanimous vote of the City Council present, and, ORDERED PUBLISHED this DATE of MONTH 2022.

Linda Kadlec, Mayor

Attest:

Approved as to form:

Julie Flyckt, Clerk-Treasurer

John Kragt, City Attorney

ORDINANCE NO. 2160
AN ORDINANCE OF THE CITY OF RITZVILLE, WASHINGTON AMENDING
CHAPTER 8.12 TRAFFIC REGULATIONS
OF THE RITZVILLE CITY CODE.

WHEREAS, there is a need for amendment to Chapter 8.12 Traffic Regulations of the Ritzville City Code to move the snow on sidewalks regulations to Chapter 3.36 Nuisances; and

WHEREAS, the city's license and rules committee has reviewed the ordinance and recommended to remove the snow removal regulations from Chapter 8.12 Traffic Regulations and provide an updated version in the Chapter 3.36 Nuisances section.

NOW THEREFORE, the City Council of the City of Ritzville does ordain as follows:

Section 1. Ritzville City Ordinance 255, Chapter 8.12 of the Ritzville City Code, together with all ordinances or parts thereof from which said code originated, are hereby amended as follows:

Sections:

8.12.010 Definitions.

8.12.070 Riding on sidewalks and closed streets prohibited.

8.12.080 Regulation of traffic – Who empowered.

~~**8.12.300 Snow on sidewalks – Must be removed – City to remove upon failure of owner and owner to pay.**~~

8.12.310 Rule of construction.

8.12.320 Violations – Penalties.

8.12.010 Definitions.

The word "vehicle" includes equestrians, led horses and everything on wheels or runners, except baby carriages.

The word "horse" includes all domestic animals.

The word "driver" includes the rider or driver of a horse, the rider of wheels and the operator of a motor vehicle.

8.12.310 Rule of construction.

It is not intended by this chapter to repeal or rescind any ordinance heretofore in effect in the city of Ritzville relative to the same or kindred subjects embraced herein, unless the same be in direct conflict herewith, but this chapter is intended to be additional thereto. (Ord. 255 § 38, 1919).

8.12.320 Violations – Penalties.

Any person who shall violate any provision of this chapter shall, upon conviction thereof, and in addition to any other penalties herein provided, be punished by a fine of not less than \$1.00 or more than \$100.00, or by not more than 30 days in the county jail, or by both such fine and imprisonment. (Ord. 255 § 39, 1919).

Section 2. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 3. Any other ordinance conflicting with this ordinance is hereby repealed.

Section 4. This ordinance shall take effect and be in full force 5 days after publication in the City’s official newspaper of record.

READ in open meeting, PASSED by unanimous vote of the City Council present, and, ORDERED PUBLISHED this DATE day of MONTH 2022.

Linda Kadlec, Mayor

Attest:

Approved as to form:

Julie Flyckt, Clerk-Treasurer

John Kragt, City Attorney



MEMO

TO: Finance Committee, and City Council Members

FROM: Mayor Linda Kadlec and Julie Flyckt, Clerk-Treasurer

DATE: June 3, 2022

SUBJECT: Amending Chapter 10.10 Utility Billing

Overview

The Clerk Department has been working with Wheatland Waste, Mayor, and License and Rules Committee to review changing the utility billing process timeline to be a month-to-month billing cycle versus the current billing cycle of mid-month to mid-month. The suggested change will ease billing confusion for customers and the city's sanitation contractor.

As the city is transitioning to a new software system, this is the time to implement the new billing process cycle to coincide with the implementation of the system. When the system goes live, it will cover 45 billing days. For example, if the new utility system goes live July 1st, the bill will cover May 16th to June 30th.

The suggested billing process dates would then change to:

- Utility bill covers usage from 1st of month to the last day of the month.
- Mail bill by 15th of month (for prior month's usage)
- Bill due by 25th of month (for prior month's usage)
- Late notice mailed on 26th of month.
- Shut off 5th day of the month (for accounts more than one month past due)

Amending Chapter 10.10 Utility Billing Ordinance No. 2161

The amended utility billing ordinance has been updated with the dates listed above.

10.10.090 Monthly billing.

All charges for water services, sewer services, and garbage services shall be billed to the customer by the city on a monthly billing cycle. Actual water consumption will be charged from March 15th to October 15th. The water services of utility bills from October 15th to March 15th will be estimated based on past consumption. Once prepared, the utility bill shall be delivered to the customer by depositing it in the United States mail, addressed to the address shown on the application for utility service submitted or upon any change of address submitted by the consumer or the post office to the city. All charges for service will be from the ~~fifteenth~~ first of the month to the ~~fifteenth of the next~~ last day of the month ~~and billed on the last working day of that~~ by the 15th of the following month. All bills shall be paid to the clerk/treasurer's office. The amount billed for each of the utilities, penalties, and other fees will be set by a fee resolution passed by the council yearly during the budget process. (Ord. 1078 § 2, 2004; Ord. 974 § 2, 1998).

Section 2. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 3. Any other ordinance conflicting with this ordinance is hereby repealed.

Section 4. This ordinance shall take effect and be in full force 5 days after publication in the City's official newspaper of record.

READ in open meeting. PASSED by unanimous vote of the City Council present, and, ORDERED PUBLISHED this DATE day of MONTH 2022.

Linda Kadlec, Mayor

Attest:

Approved as to form:

Julie Flyckt, Clerk-Treasurer

John Kragt, City Attorney

2023-2028 SIX YEAR Transportation Improvement Program

Hearing Date: 6/21/2021
 Adoption Date:
 Amend Date:
 Resolution No.: R-

Agency: City of Ritzville
 Co. No.
 City, Name: Ritzville
 MPO/RTPO: NON/QUADCO

Functional Class	Priority	Project Name / Road or Bridge	From Street	To Street	Type Construction	Funding Improvement Type	Status	Funding Improvement Length	Improvement Length	Utility	Total Project Costs	Construction Year	Project Costs in Dollars					Phase Start (YYY)	Phase Funding Source	Federal Funding By Phase	State Funding Source	State Cost By	Local Funds	Total Funds	Expenditure Schedule				Envt R/W Type						
													Phase Start (YYY)	Phase Funding Source	State Funding Source	State Cost By	Local Funds								Total Funds	1st Year Expenditure	2nd Year Expenditure	3rd Year Expenditure		4th - 6th Year Expenditure					
	07	1st Ave Phase 3			Deep Patch & Overlay rd	Planned	6	640	CGPST	\$672,000	2023	2023	PE	TIB	\$49,400	\$2,600	\$52,000	\$52,000	\$52,000	\$52,000	\$0	\$0	\$52,000	\$52,000	\$0	\$0	\$0	\$0	\$0						
		1st Ave from Division to Palouse			Sidewalk on North Side	Restore or Rehab	0.12	W			2023	CON	TIB	\$494,000	\$26,000	\$520,000	\$520,000	\$520,000	\$520,000	\$0	\$0	\$520,000	\$520,000	\$0	\$0	\$0	\$0	\$0							
N/A	2	Planning SR261 Shared Path	Weber and Division	Loves	ADA ramps, Shared Path	Secured	18	2050	CGPST	\$80,000	2022-2023	PE	UPWP	\$72,000	\$8,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$0	\$0	\$80,000	\$80,000	\$0	\$0	\$0	\$0	\$0						
		SR261 from I-90 Westbound Off Ramp to Loves			ADA ramps, Shared Path	Planning and Estimate	0.39	W			2024	PE	HSIP	\$72,000	\$8,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$0	\$0	\$80,000	\$80,000	\$0	\$0	\$0	\$0	\$0						
N/A	3	SR261 Shared Path	Weber and Division	Loves	ADA ramps, Shared Path	Planned	21	2050	CGPST	\$800,000	2024	PE	CON	2024	HSIP	\$72,000	\$8,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$0	\$0	\$0	\$0	\$0					
		Design and Construction SR261 from I-90 Westbound Off Ramp to Loves			ADA ramps, Shared Path	Planned	0.39	W			2024	CON	2024	HSIP	\$72,000	\$8,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$0	\$0	\$0	\$0	\$0					
07	4	Division South Phase 2	bin	bin	Roadway grind & overlay	Planned	8	1100	CGPST	\$552,500	2024	PE	CON	2024	TIB	\$55,575	\$2,925	\$58,500	\$58,500	\$58,500	\$58,500	\$58,500	\$58,500	\$58,500	\$58,500	\$58,500	\$58,500	\$58,500	\$58,500	\$58,500	\$58,500				
		Division from 6th to 10th			ADA ramps	Restore or Rehab	0.21	W			2024	CON	TIB	\$469,300	\$2,470	\$494,000	\$494,000	\$494,000	\$494,000	\$494,000	\$0	\$0	\$494,000	\$494,000	\$0	\$0	\$0	\$0	\$0						
N/A	5	Broadway Sidewalk and Parking Project #1	Division	Adams	Roadway, ADA Ramps, Sidewalk, and Parking	Planned	21	600	CGPST	\$1,339,000	2024	PE	CON	2024	TIB	\$160,650	\$8,450	\$169,000	\$169,000	\$169,000	\$169,000	\$169,000	\$169,000	\$169,000	\$169,000	\$169,000	\$169,000	\$169,000	\$169,000	\$169,000	\$169,000	\$169,000			
		Division to Jefferson			Sidewalk on one side	Restore or Rehab	0.37	W			2025	CON	TIB	\$1,358,600	\$71,600	\$1,430,000	\$1,430,000	\$1,430,000	\$1,430,000	\$1,430,000	\$0	\$0	\$1,430,000	\$1,430,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
07	7	1st Ave	Clark	Weber	Road Reconstruction	Planned	6	1950	CGPST	\$1,640,600	2025	PE	CON	2025	TIB	\$104,976	\$5,526	\$110,500	\$110,500	\$110,500	\$110,500	\$110,500	\$110,500	\$110,500	\$110,500	\$110,500	\$110,500	\$110,500	\$110,500	\$110,500	\$110,500	\$110,500			
		1st Ave Street to Weber Rd			Sidewalk on one side	Restore or Rehab	0.37	W			2025	CON	TIB	\$1,358,600	\$71,600	\$1,430,000	\$1,430,000	\$1,430,000	\$1,430,000	\$1,430,000	\$0	\$0	\$1,430,000	\$1,430,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
07	8	Division North Phase 1	Alder		Roadway grind & overlay	Planned	6	1350	CGPST	\$709,800	2025	PE	CON	2025	TIB	\$66,810	\$2,990	\$69,800	\$69,800	\$69,800	\$69,800	\$69,800	\$69,800	\$69,800	\$69,800	\$69,800	\$69,800	\$69,800	\$69,800	\$69,800	\$69,800	\$69,800	\$69,800		
		Division from 1st Ave to Alder			Sidewalks w/ADA ramps	Restore or Rehab	0.26	W			2025	CON	TIB	\$617,500	\$32,500	\$650,000	\$650,000	\$650,000	\$650,000	\$650,000	\$0	\$0	\$650,000	\$650,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
N/A	9	SR261 / Homestead Ave Roundabout	Homestead Ave		Construct Roundabout	Planned	21	2000	CGPST	\$2,464,000	2027	PE	CON	2027	HSIP	\$285,000	\$15,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000			
		SR261 at S Loves			ADA ramps	Safety	0.38	W			2027	PE	CON	2027	HSIP	\$194,000	\$4,200	\$198,000	\$198,000	\$198,000	\$198,000	\$198,000	\$198,000	\$198,000	\$198,000	\$198,000	\$198,000	\$198,000	\$198,000	\$198,000	\$198,000	\$198,000			
		Division South Phase 3	10th	Bauman	Roadway grind & overlay	Planned	6	1250	CGPST	\$709,800	2026	PE	CON	2026	TIB	\$66,810	\$2,990	\$69,800	\$69,800	\$69,800	\$69,800	\$69,800	\$69,800	\$69,800	\$69,800	\$69,800	\$69,800	\$69,800	\$69,800	\$69,800	\$69,800	\$69,800			
		Division from 10th to Bauman			ADA Ramps	Restore or Rehab	0.24	W			2026	CON	TIB	\$617,500	\$32,500	\$650,000	\$650,000	\$650,000	\$650,000	\$650,000	\$0	\$0	\$650,000	\$650,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
07	10	Division North Phase 2	Alder	N City Limits	Roadway grind & overlay	Planned	6	1750	CGPST	\$750,100	2027	PE	CON	2027	TIB	\$73,950	\$3,705	\$77,655	\$77,655	\$77,655	\$77,655	\$77,655	\$77,655	\$77,655	\$77,655	\$77,655	\$77,655	\$77,655	\$77,655	\$77,655	\$77,655	\$77,655			
		Division from Alder to North to City Limits			Sidewalks w/ADA ramps	Restore or Rehab	0.33	W			2027	CON	TIB	\$642,200	\$33,800	\$676,000	\$676,000	\$676,000	\$676,000	\$676,000	\$676,000	\$676,000	\$676,000	\$676,000	\$676,000	\$676,000	\$676,000	\$676,000	\$676,000	\$676,000	\$676,000	\$676,000			
07	11	Division North Phase 2	Alder	N City Limits	Roadway grind & overlay	Planned	6	1750	CGPST	\$750,100	2027	PE	CON	2027	TIB	\$73,950	\$3,705	\$77,655	\$77,655	\$77,655	\$77,655	\$77,655	\$77,655	\$77,655	\$77,655	\$77,655	\$77,655	\$77,655	\$77,655	\$77,655	\$77,655	\$77,655			
		Division from Alder to North to City Limits			Sidewalks w/ADA ramps	Restore or Rehab	0.33	W			2027	CON	TIB	\$642,200	\$33,800	\$676,000	\$676,000	\$676,000	\$676,000	\$676,000	\$676,000	\$676,000	\$676,000	\$676,000	\$676,000	\$676,000	\$676,000	\$676,000	\$676,000	\$676,000	\$676,000	\$676,000			