

**CITY OF RITZVILLE
CITY COUNCIL AGENDA
May 3, 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. Golf Course Agreement
6. DISCUSSION AGENDA
 - A. Amending Chapter 3.36 Nuisances, Ordinance No. 2159
 - B. Financial Software System
7. CORRESPONDENCE
 - A. RPDA March 2022 Minutes
8. MAYOR UPDATES
 - A. Golf Course Property
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 5, 2022
- Approval of Payables:
\$193,139.07

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=SU14WTVqdGJpYnVMeEYzV1pJOEFOQT09>

OPENING OF COUNCIL MEETING

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

Chief McCormick introduced the two new police officers to the City Council Robert Dew and Ryan Borden. Robert Dew has worked at Napa for 12 years, been an EMT for 5 years, and on the fire department for a number of years also. Ryan officially came on board on April 1st and Robert will be on April 7th. They will be assigned to Mark and Matt on a rotating basis and will go to the academy in Spokane starting the 12th of July. They will be there until just before Thanksgiving. They will be in uniform as soon as Galls gets their uniforms here and will be armed as soon as they get their guns, holsters and get them certified on the range. They won't be working alone until they get back from the academy.

ACCEPTANCE OF THE CONSENT AGENDA

Mayor Linda 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 Dennis Chamberlain seconded the motion. The motion passed 6-0.

PUBLIC REQUESTS AND COMMENTS- Mayor Kadlec asked if there were any questions or comments from the public. Hearing none, Mayor Kadlec moved onto the next agenda item.

ACTION AGENDA

A. Golf Course Agreement- Mayor Kadlec stated that Dan Duff had attended the finance committee meeting this morning and had addressed the storage and security problems at the golf course. For many years Maynard Lund had loaned the golf course the hanger for storage of equipment but since his death that has all changed and it is no longer available to the city. Dan has been in contact with some other people to find some place to use for storage and he is also pricing the cost of storage sheds. Mayor Kadlec told him to wait to meet with the council until he had more concrete bids and maybe a location. Bruce Benzel, a representative of the Ritzville Golf Association (RGA), reported that over the years with the constant change in the people running the restaurant, the RGA would get the Liquor license themselves, not to make the money but to have the ability to have it there no matter who was there. Their other idea would be to have the RGA take over the lease and hire somebody to run the clubhouse and RGA would contract with the city. RGA is not under contract with the city currently at this point, as they are voluntarily manning the clubhouse and taking the green fees. RGA has already applied for the liquor license and have a business license and a resale permit. There have been two or three people up there every day cleaning. RGA met with Coca Cola and are meeting with them again on Thursday. Coca Cola highly recommend that they don't have the fountain drinks as they will lose money because the service is so expensive unless you have a high volume and at the end of the season any pop left over goes bad. The internet at the golf course has been a little bit of an issue the last year or so. They

CITY OF RITZVILLE REMOTE/IN PERSON COUNCIL MEETING APRIL 5TH, 2022

all of the required steps. The agreement models exactly what is in the grant. SCJ Alliance is also the company the city has contracted to do the Comprehensive Plan update. The amount is the same, the grant was for \$25,000 and the scope of work is for \$25,000. Council Member Scott Yaeger made a motion for the mayor to sign the agreement for professional services for SCJ Alliance with the City of Ritzville in the amount of \$25,000. Council Member Dede Boyer seconded the motion. Motion passed 6-0.

- E. **Tree Board Appointments-Karen Cady and Debbie Chapman-** There is a request to appoint new members to the Tree Board. Members are appointed by the mayor and approved by the city council. Tree Board Chairman Mike Schrag stated they had two candidates, Debbie Chapman and Karen Cady, that would like to be appointed to the Tree Board. Mayor Linda Kadlec appointed Karen Cady and Council Member Debbie Chapman to the Tree Board. She asked the Council to approve the appointment. Council Member Dennis Chamberlain made a motion to approve the appointment of Karen Cady and Debbie Chapman to the Tree Board. Council Member Dede Boyer seconded the motion. The motion passed 6-0.

DISCUSSION AGENDA

No discussion agenda items.

CORRESPONDENCE:

- A. RDDA-January and February 2022 Minutes

MAYOR UPDATES:

DEPARTMENT UPDATES

- A. **Public Works-**Public Works Director Dave Breazeale stated Justin and Nicole had their baby on Friday so Justin will be out for a week or two. The bathroom at the cemetery is done. They came down and measured out the deck for city hall last Thursday and the materials have already been purchased. The contractor for the Burroughs Home is coming back to finish the painting on the soffit and then they will be done with that project. Public works got some new brackets for the Wayfinding signs, and they work way better than the brackets that were purchased. On Well 8 they are having zero luck pulling out the old casing and they have gone down 250 feet trying to get it out. They are modifying their equipment to try and get that out, and it is going slower than they anticipated.
- B. **Police Department-** Chief Dave McCormick stated they are seeing an increase in thefts in fuel at the equipment dealers' yards, including some vandalism. Chief McCormick asked the finance committee if there was a decision to move forward on the HVAC system at the police department. Mike Schrag stated the finance committee approved to go with the basic scope bid for \$5,812. The committee felt that with inflation and everything that is going on with the budget, this would be the best option. Dave stated he would go ahead and get a hold of Kyser Mechanical. Clerk-Treasurer Julie Flyckt stated a new HVAC system will be part the capital improvement plan that will be part of this year's budget process.
- C. **Clerk-Treasurer-**Clerk-Treasurer Julie Flyckt stated at the finance committee meeting they started on phase 2 of researching another financial software system. At their prior meeting, Julie presented all the issues with the current system and at recent meeting

DRAFT
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, d/b/a 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 *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 not required to pay a monthly rental fee until such time as the the RGA can secure a suitable sub-lessee to operate the restaurant facility as they are providing a service for the City of Ritzville in a time of need. . 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 is from April ??, 2022 until such time as the *Lessee* can secure a suitable sub-lessee to operate the restaurant facility. If the *Lessee* chooses to sub-lease, the operation of the restaurant facility this lease will be re-negotiated, and the *City* will require to approve any sub-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: *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

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 or any other material without a permit or not in such an area designated for such material;
- I. The existence of any obstruction to a street, alley, crossing or sidewalk, and any excavation in or under any street, alley, crossing or sidewalk, which is by ordinance

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:

1. Prohibit such storage without a permit when done in conjunction with 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) days of the date on the Notice, and shall set a Show Cause hearing for the owner or responsible party in front of City Council should the nuisance not be abated within the ten

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.

C. Nothing in this chapter shall relieve any property owner or other responsible person of the obligation of obtaining any required permit to do any work incidental to 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 nuisance or maintained in violation of the city code shall be removed at the request of a law enforcement officer with notice to the WSP and Department of Licensing that the vehicle has been wrecked. Except as otherwise provided herein, the costs of~~

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 party 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.

B. If the property owner or responsible party does not remove the nuisance as requested in the Notice, the City Clerk may proceed in accordance with RCC 3.36.070.

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 purposes 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. ~~(4)~~ Assessment Lien. If penalties or costs assessed against a property are not paid within 30 days, the city clerk may certify to the county treasurer the confirmed

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

Vision Financial System Issues Report

April 2022

Background

The City of Ritzville contracts with Vision Municipal Services for the city's financial system since 2014. The system includes utility billing, receipting, payroll, and financials. The city also has an agreement with Vision for the cemetery program and IT services.

In December of 2021, Triple View purchased Vision. On March 11, 2022, Clerk-Treasurer Julie Flyckt and Deputy Clerk Treasurers Kim Smith and Michelle Asmussen had a zoom call with the company's owner to inquire about the status of Vision services and future plans.

Vision/Triple View Future Plans

The owner informed the city they are a company that acquires smaller companies with a focus of acquiring the smaller businesses that are providing municipality financial system services. Vision is the first company they have acquired and are planning on acquiring one to two more this year.

The owner provided the following **focus areas for the next year**:

1. **Customer Support:** They have promoted a Vision employee to a Customer Success Manager. This employee is the one the city connects with the most often as she provides the highest level of support. There will be three employees for support: the Customer Success Manager; the son of the former owner, who has been with Vision for around six years; and a part time employee, who was hired in the last year, but will leave in May to go back to school. Then they will hire another full-time employee once the part-time employee goes back to school.
2. **Value to the Customer:** One of their goals is to provide the best product and value to the customer.
3. **Providing Other Services and Products:** Introducing other products and services to serve their customers.
4. **Product Stabilization:** Focusing on stabilizing UB2 utility system as it has the most issues and improving the payroll system.

- **Tenant Data:** The tenant information on landlord accounts were not converted from UB to UB2. The file would have the landlord information but there was no data field for the tenant.
- **Functions in UB that are not included in UB2:**
 - Cannot apply deposit back to account.
 - Tenant on landlord account (was added a few months ago).
 - The reports that were provided in UB were not provided in UB2 as the city has to request developing the reports they need.
- **Monthly Bills:** The layout is confusing to customers as it does not show previous balance, payments, adjustments, and grand total in that correct order. Vision bills list water, sewer, garbage, taxes, total current charges, previous balance, total payments, and grand total in that order.
- **UB2 Screens:** Viewing accounts in UB2 is extremely confusing. It is challenging to understand the account balance on the main account screen as it does not match the current total on the screen.
- **Information on Multiple Screens:** There are multiple sections for different purposes, which requires multiple clicks to view the information on an account for payment, rates, meter readings/consumption, and property information. When you want to review an account, you have to go into multiple sections to find the data.
- **Locked Screen:** The biggest frustration is the account screen cannot be minimized on the desktop so you can view the other sections or accounts. This is especially cumbersome when staff are entering updates to an account and a customer comes in or the phone rings. They have to close out of the account and help the current customer, then go back to the other account and start changes over or may forget to go back to the other account due to the interruption.
- **New Properties:** Setting up new property is very cumbersome as the information has to be entered in multiple sections.
- **Invoice Cloud:** There are syncing between Vision and Invoice Cloud issues, which has decreased the number of users on that system. The system syncs daily and when the data in the Vision system is not compatible with Invoice

- **Vision Support:** The support provided by Vision staff has greatly decreased and response time will take days instead of the typical 24-hour turnaround. Below is a list of the current issues:
 - Support help tickets are not responded to in a timely manner:
 - Staff is having to submit multiple tickets for the same issue.
 - Triple View owner stated there was around 100 tickets in the queue on a daily basis in January, it is now down to 49. The ideal number is 25.
 - Closing out help tickets before the issue is resolved.
 - Staff turnover.
 - Updates occur in the system and no communication is provided to us. Staff has written procedures for UB2 and then when they follow the procedure the next time it does not work because there was an update.
 - There are limited training resources in writing and no video training available. There was a yearly conference which has not been held the past two years due to COVID.
- **Payroll System:**
 - **Holidays:** Adding in holidays in the system each year does not work. Staff works with Vision multiple times throughout the year, but each troubleshooting option still has not corrected the problem. Staff rely on a spreadsheet to provide the correct holiday hours.
 - **Payroll:** When payroll is ran in the system, it will remove salary pay for police officers. This is usually caught in the payroll review process, but it has gone through a few times unnoticed. Staff continue to work with Vision on this issue.
- **IT Services:**
 - **VCare:** The city has an agreement with Vision to provide IT services which is paid on an annual basis. All data is stored on the city server and each workstation has a copy of each application (UB2, payroll, financials) where the data is entered and stored on the server. There are multiple Microsoft licenses for each user and for the server. Vision provides IT support for those systems and VCare for workstation monitoring. The city is in the process of researching how

Conclusion

The list of issues with the UB2 system are greatly concerning and how it is impacting customers and staff. Customers are not trusting their bill is accurate and staff is spending too much time trying to troubleshoot and resolve issues. The support provided from Vision is minimal and their future plans will continue to provide limited support with the staff turnover they have experienced and the minimal number of employees they are planning to employ.

While Vision's plans to improve customer service and stabilize their system are solid business development steps, it will not meet the growing needs of the city and will not fix a utility system that does not currently have a functional foundation. It is also anticipated the annual agreement cost will increase in 2023 for a system that is no longer working for the city.

Benefits of Springbrook Express (BIAS)

Utility and Financial Systems

Owner: Mark Felchin

Sales: Jason Laulainen

Utility System

- Overall ease of clicking on data links to update the account, see property and meter data information, enter or update rates, etc.
- One account can have multiple meters (i.e. home and irrigation account)
- Non-Sufficient Funds (NSF) are tied to general ledger and BARS Codes. The NSF will be split among all of the associated BARS codes.
- Utility Bills are easier to understand with a previous balance, adjustments, and list of current charges, and then the total.
- Daily Deposit report can be done within the system and not on a separate Excel spreadsheet.
- Cash amounts, checks and EFTs are inputted in the daily deposit slip within the system (no longer need a separate slip).

Receipting

- Ability to receipt transactions on one screen with a total on the bottom of the screen. This helps with balancing daily deposits faster and no need to go in and out of screens.
- All receipts are tied to BARS codes and financials.

Payroll

- All benefit changes for the year are preloaded by Springbrook Express.
- Direct cost allocations can be established within in the system and no need for separate spreadsheet.

Financial System

- Treasurer report that will reconcile accounts each month and tied to the reconciliation and state auditors' schedule 6 report.
- Ease of running reports for specific line items (i.e. sales and use tax, salaries, etc.) without having to run a report for each fund.
- Reconciliation is easy to see on one screen as items are checked off as the transactions are compared to the bank statement.

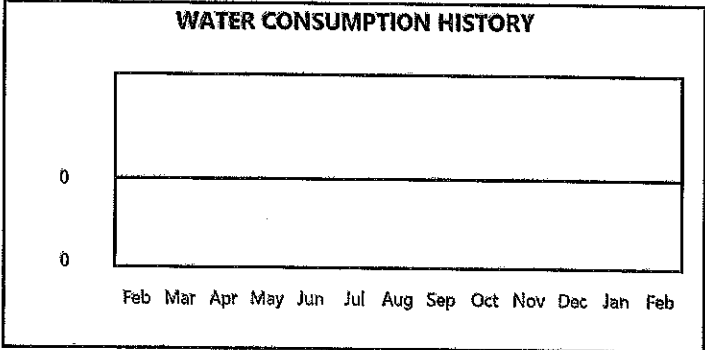


City of Cle Elum
 119 W First Street
 Cle Elum, WA 98922
 509 674-2262

Example

| BILLING PERIOD | |
|------------------------------|----------------|
| January Billing | |
| DUE DATE | ACCOUNT NUMBER |
| 02/25/2022 | 1275 |
| BILL DATE | AMOUNT DUE |
| 02/07/2022 | 335.20 |
| ACCOUNT HOLDER | |
| Allison Biro | |
| SERVICE LOCATION | |
| 2146.0 - 411 SWIFTWATER BLVD | |

| SERVICE | READING DATE | METER READINGS | | FACTOR | USAGE | CHARGES |
|---------|--------------|----------------|---------|--------|-------|--|
| | | PREVIOUS | PRESENT | | | |
| | | | | | | Previous Balance: 166.60 Adjustments: 0.00 Payments: 0.00 Balance Forward: 166.60 Garbage 166.60 Garbage Late Fee 200.00 Current Charges: 168.60 Balance: 335.20 |
| | | | | | | 30: 166.60 60: 0.00 90+: 0.00 |



GARBAGE SERVICE UPDATE

The City of Cle Elum is respectfully asking our Residential and Commercial Waste Management Customers, whose garbage CARTS are normally serviced in the alleys behind their homes or businesses, to move your carts to the street in front of your location, effective Monday 1/17/2022 until further notice. Commercial Dumpsters will still be serviced in the alley. Please have your cart out by 5am on your service day. Once your cart is serviced, please pull your cart back out of the right of way and off

Detach Here and Return Bottom Stub



City of Cle Elum
 119 W First Street
 Cle Elum, WA 98922

| DUE DATE | AMOUNT DUE |
|------------------------------|-----------------|
| 02/25/2022 | 335.20 |
| SERVICE LOCATION | |
| 2146.0 - 411 SWIFTWATER BLVD | |
| ACCOUNTING | AMOUNT ENCLOSED |
| 1275 | |

Allison Biro
 960 E Pacific
 Spokane, WA 99999

City of Cle Elum
 119 W First Street
 Cle Elum, WA 98922

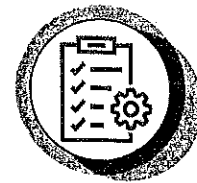
How it's put together

Springbrook Express Utility Billing is integrated with the General Ledger accounts within the BARS^{FUND} and Cash Receipting Applications to provide one streamlined data entry process.

- Tailor-made billing system for Water, Sewer, Garbage, Electric, Storm Water, and other unique billing needs
- Manage "Move In's / Move Out's" through Final and Prorated Billing wizard
- User defined adjustment bill types
- See all customer information on one screen
- Share balance information, warnings, and customer history with Cash Receipting in real time
- Generate "Late" and "Shut-off" notices and process NSF checks automatically
- Access Route and Stop sequence reports
- Prepare extensive reports for utility usage, payments, history analysis, and trial balance
- Credit or charge deposits, move balances between accounts, and refund credit balances with one step

REPORTS

- Aging Report (30/60/90)
- Billing Run Totals by Service Type
- Fund Revenue & Expense
- Manual Meter Read Report
- Non-Billed Customers
- Usage and Billed Amount Variances
- Utility Read History
- Utility Trial Balance
- Utility Usage by Month, Customer, and Location
- Work Order, Service Location, and Account History



WHAT'S INCLUDED

- Auto-pay (ACH)
- Batch Billing
- Bill Copies by Activity
- Budget Billing
- Class Billing
- Consumption Billing
- Deposit Management
- Full Sheet & Postcard Bills
- Interface for Electronic Meter Reads
- Move In / Move Out Tool
- NSF Reversal System
- Winter Averaging
- Work Order Management

How it's put together

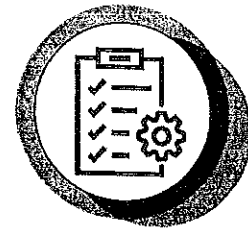
Springbrook Express Cash Receipting automatically updates the Customer Accounts, Revenue Accounts, and Cash Ledger for easy reporting and reconciling.

- Automatic receipt numbering
- Cash drawer management
- Customer receipts with payment and balance due
- Detailed customer receipts
- Drill down to receipt details from integrated applications
- End of day consolidated batches and bank deposits
- General invoicing for billing accounts receivable customers
- Pay multiple accounts on a single batch receipt
- Unlimited users and drawers with defined rights

REPORTS

Cash Receipting provides reporting controls with unparalleled user-friendliness.

- Customer payment details
- Consolidated cash deposits
- Daily user reconciliation registers
- Detailed receipt activity
- Individual receipting journal by user



Additional Benefits

Save valuable time by researching customer information in one place without leaving the receipt screen Real-time visual warnings to avoid accepting bad checks

Automatic receipt calculations give you confidence that your customers are given correct change Rest assured knowing user activity is tracked with visual flags, audit trails, and extensive reporting Customizable payment categories with no need for programming

Additional Add-Ons Available

- Animal licensing
- Business licensing
- Electronic cash drawers and receipt printers
- Loan tracking

WHAT'S INCLUDED

- Cash drawer management
- Daily deposit management
- Daily cash reconciliation
- General invoicing
- Hardware integration
- Application integration

How it's put together

BARS^{FUND} is tightly integrated with all other Springbrook Express applications. Communication is done seamlessly in the background for the highest of data integrity.

- Budgeting Accounting Reporting System (BARS) designed for government Fund Accounting
- Accounting Process Automation with Real-time Transaction Posting from all integrated applications
- Use accrual tools such as AP's, PO's, Receivables, Invoices, and Payroll Liabilities with Cash Basis accounting
- Keeps vendor, customer, and employee history centralized
- Specialized cash reconciliation puts every dollar in the right fund
- Extensive budget tools to fit the way you budget
- Designed around reporting vital information to those charged with governance
- Reliable data for auditors to export, test, and report
- Use activity-based costing or project tracking over multiple years

REPORTS

BARS^{FUND} has versatile reporting features defined by easy to use filters that greatly reduce the necessity for additional custom-written reports.

Annual Financial Reports

Fund Sources & Uses Arising from Cash Transactions
Fiduciary Fund Sources & Uses Arising from Cash Transactions
Annual Summary of Bank Reconciliation
Annual Cash Activity
Cash Disbursement Activity
State & Federal Grant Expenditures
Integrated SEFA Reporting
Financial Statement Budget (Budget Compliance)

Management Reports

Income Statement by Fund
Income Statement/Budget Position
Cash Flow Report
5-Year Budget Report
Vendor Totals
Payroll Costs
Project Costs
Audit Changes

Board Reports

Department Actuals/Budget
Bank Reconciliation
Treasury Report
Check Approval
Budget Approval
Solvency Report by Fund

WHAT'S INCLUDED

Accounts Payable
Audit Trails
Bank & Fund Reconciliation Budgeting
Extensive Reporting
Fund Management
General Ledger
Investment Tracking
Microsoft Office Integration
Project Costing

How it's put together

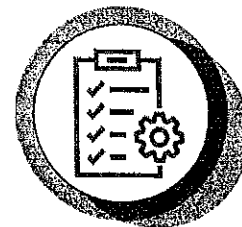
Springbrook Express Payroll is customized to work with your organizational structure. Review and approval of all steps are built in to satisfy internal control needs with extensive error checking and audit trails operating in the background.

- Position and benefit tracking
- Manage salaries, hourly pay, FLSA, OT, and any premium pay
- Vacation, sick, holiday, or any accrual tracking
- State & federal tax tracking
- Custom pay distributions
- Multi-step calculated wages (a must have for complex bargaining units)

- Paid Family Medical Leave tracking
- Calculated accrual earnings based on hours worked
- Email employees paystubs
- Direct deposit via NACHA file
- Workers compensation tracking

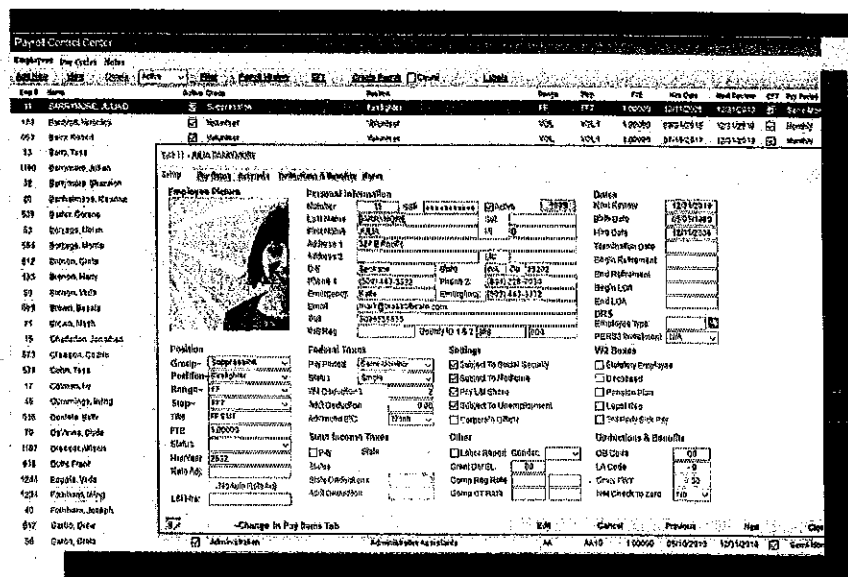
REPORTS

- 941 Reporting
- Unemployment Reporting
- DRS Hours and Salary Report
- Workers Compensation Report
- Electronic W-2 & W-3 filing
- Payroll Budgeting
- Accrual Liability Report
- Benefit Reporting
- Employee Census



WHAT'S INCLUDED

- Accrual Tracking
- Basic HR Tracking
- Benefit Tracking
- Electronic W-2
- Payroll Budgeting
- Payroll Processing



Financial Software Proposal and Cost Comparison

Implement Springbrook in June 2022 with funds allocated from the Coronavirus Relief Fund. The fund currently has \$231,081 and another equal payment will be provided to the city this year (estimated June 2022), for a total amount of \$462,162. The funds must be used by December 31, 2024. Council has currently allocated the funds to be used for the broadband project. There is no confirmation yet regarding the city's match for the broadband grant but the city portion of the grant is \$2,489,519.23. The 10% match of that amount would be \$248,952. This would leave around \$213,210 in the fund after the broadband project match.

| | |
|--------------------------------|--------------------|
| Software Implementation | \$38,516.13 |
| Xpress Bill Pay Implementation | \$2,500.00 |
| Two Refurbished Servers | \$15,647.98 |
| | <u>\$56,664.11</u> |

The city's server will need to be replaced before October 2023 as it will no longer be supported. DataPro Solutions, the proposed new IT vendor, has provided a quote for two refurbished servers, one to be onsite and one offsite. The software implementation includes a six month software subscription.

Vision and Springbook Financial Software Cost Comparison

Vision and Springbrook Yearly Fee Comparison

| | Software | IT | Utility Bill Mailing | Online Bill Pay |
|------------------------|-------------|------------|----------------------|-----------------|
| Vision & Invoice Cloud | \$13,065.83 | \$8,417.24 | \$9,100.00 | \$3,365.00 |
| Springbrook & Vendors | \$20,502.25 | \$5,000.00 | TBD | \$2,243.33 |

Vision cost includes 9% increase for next year.

Vision and Springbrook Software Implementation Comparison

| | Cash Receipting | Utility Billing | Financial | Payroll | Total |
|-------------|-----------------|-----------------|------------|-------------|-------------|
| Vision | \$2,010.70 | \$12,000.00 | \$9,048.15 | \$9,048.15 | \$32,107.00 |
| Springbrook | \$1,600.00 | \$8,505.00 | \$7,560.00 | \$10,600.00 | \$28,265.00 |

Springbrook Annual Billing

| | | | | | | |
|------|-----------------|-----------------|------------|------------|-----------------|-------------|
| | Cash Receipting | Utility Billing | Financial | Payroll | Enterprise User | Total |
| 2023 | \$4,234.50 | \$5,805.00 | \$4,725.00 | \$4,677.75 | \$1,060.00 | \$20,502.25 |

| | | |
|-----------------------|------------------------------|-----------------|
| Data Pro Solutions-IT | Databar-Utility Bill Mailing | Xpress Bill Pay |
| \$5,000.00 | TBD | \$2,250.00 |

Grand Total for all Software Systems: **\$20,502.25**

Year over year rates increase around 10% each year.

Estimated Implementation and Training

| | | | | | |
|--------|-----------------|-----------------|------------|-------------|-------------|
| | Cash Receipting | Utility Billing | Financial | Payroll | Total |
| Jun-22 | \$1,600.00 | \$8,505.00 | \$7,560.00 | \$10,600.00 | \$28,265.00 |

| | |
|-------------------------------|------------------|
| Data Pro Solutions-IT Servers | Express Bill Pay |
| \$15,647.98 | \$2,500.00 |

Estimated Annual Subscription Prorated-June Start Date

| | | | | | | |
|---------------|-----------------|-----------------|------------|------------|-----------------|-------------|
| | Cash Receipting | Utility Billing | Financial | Payroll | Enterprise User | Total |
| June-Dec 2022 | \$2,117.25 | \$2,902.50 | \$2,362.50 | \$2,338.88 | \$530.00 | \$10,251.13 |

Grand Total Software Implementation, Training and Subscription Cost: **\$38,516.13**

Details

Enterprise user subscription is the user license for the software for 4 users. Includes the cloud access and the program. Support team will cover software questions and basic processing. Advanced accounting issues have the option of purchasing professional services. An example would be to review and fix bank reconciliations. Webinars are offered throughout the year that cover annual reporting, budgeting and year-end.

IT services is 50 hours of blocked technical time to set up the server and provide ongoing support. It is estimated the server will be 10 hours of technical time, leaving 40 hours for technical assistance and maintenance for the computer and server systems. Maintenance includes desktop monitoring for managed antivirus, monthly patch management, web protection, IT remote support connectivity, web protection and server monitoring.

Julie Flyckt

From: Dan Blankenship <danb@co.adams.wa.us>
Sent: Monday, April 4, 2022 1:10 PM
To: Julie Flyckt; kara@petrichorbroadband.com
Cc: Linda Kadlec; Patricia Phillips
Subject: RE: Broadband Project Update

[External Email]

Julie: I have not heard back from the State Broadband Office re: whether they have given any serious consideration to our request for a hardship exemption from the match requirement. We are proceeding under the impression that we will not receive one. Kara is still attempting to put together a meeting with the county, inland Cellular, and the Town of Washuena regarding their project and whether inland is going to continue forward as their partner given that the project will have to be open access at its completion. I can't really give you any objective advice regarding whether you should hold or spend your ARPA funds for this project. To be completely honest, because things like this can go sideways if "surprises" pop up later, Ritzville is the only other jurisdiction involved in this endeavor which is in a position to contribute financially in the form of matching funds. The Town of Lind is not in a cash position to contribute and the area south and west of Othello is outside the city limits has no organizational capacity or cash. I want everyone clear that Lind is not being asked for a financial contribution for this project. The county will struggle to make a matching requirement work, but also has ARPA funds to devote to this project if necessary. It would use up about 25% of the county's ARPA funding to do this project. Obviously there is a long wish list of other ways to use these funds. Any assistance Ritzville can provide will certainly be appreciated and acknowledged. On a personal note, I, if I were in your position, would probably not recommend holding back any funds in excess of 10% of the amount dedicated to that part of the project within the City of Ritzville (the \$248k you have calculated).

DB

From: Julie Flyckt <Julie.Flyckt@ritzville-wa.us>
Sent: Monday, April 4, 2022 12:36 PM

To: Dan Blankenship <danb@co.adams.wa.us>; kara@petrichorbroadband.com
Cc: Linda Kadlec <linda.kadlec@ritzville-wa.us>
Subject: Broadband Project Update

Hi Dan and Kara,

We are just checking in on the broadband project to see if you have received any further information from the state broadband office yet? As I mentioned in a prior email and over the phone, I am getting ready to propose a project to council and request utilizing our ARPA funds for that project. Council has currently allocated all of our ARPA funds to the broadband project. I am currently estimating if Ritzville's portion to implement broadband in the city as \$2,489,519.23 and a 10% match to that amount would be \$248,952.

I know if you had further answers, you would have let us know at this point. Can you at least give me an indication if holding back around \$250,000 for the broadband project would be ideal? Should we hold back more than just the 10% match?

Thank you,

Julie Flyckt
Clerk-Treasurer



Order Form

City of Ritzville

03-15-2022

City of Ritzville - New Logo Finance & PR

Expiration Date: 09-30-2022



Annual Product Pricing

| Item Name | Rate | Quantity | Discount % | Net Price |
|-----------------------------------|------------|----------|------------|-------------------|
| Financial Essentials Subscription | \$5,250.00 | 1 | 10% | \$4,725.00 |
| Payroll Essentials Subscription | \$5,197.50 | 1 | 10% | \$4,677.75 |
| Discount | | | | 10% |
| Products Total Net Price | | | | \$9,402.75 |

Estimated Professional Services Pricing

| Item Name | Rate | Description | Quantity | Net Price |
|--|-------------|--|----------|--------------------|
| Fixed Fee Professional Services | \$7,560.00 | Financial Essentials Implementation and Training | 1 | \$7,560.00 |
| Fixed Fee Professional Services | \$10,600.00 | Payroll Essentials Implementation and Training | 1 | \$10,600.00 |
| Estimated Professional Services Total Net Price | | | | \$18,160.00 |

| | |
|---------------------------------|--------------------|
| Grand Total: | \$27,562.75 |
| * Excludes Applicable Sales Tax | |

delivery of software or delivery of first log-in to a hosted environment, which may be either a test or production environment. This date of delivery is frequently earlier than the dates professional services are completed, the Customer completes user acceptance testing, the Customer distributes additional log-ins to end users, and the Customer go-live in a production environment.

| Special Order Terms | |
|--|------|
| Special Order Terms | None |
| In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction. | |

| Payment Terms | |
|---|--|
| Payment Terms | Net 30 |
| Special Invoicing Terms | Prorate from start date to 12/31/2022. Full year renewal to begin 1/1/2023 |
| Special Professional Service Invoicing Terms | |
| Billing Contact | |
| Billing Email | |
| If the Customer requires a PO number on invoices, Customer must provide Springbrook with the PO number and a copy of the PO prior to invoice issuance. If a PO number is not provided prior to the invoice issuance date, invoices issued on this Order Form will be valid without a PO reference. | |
| PO# (if required): | |

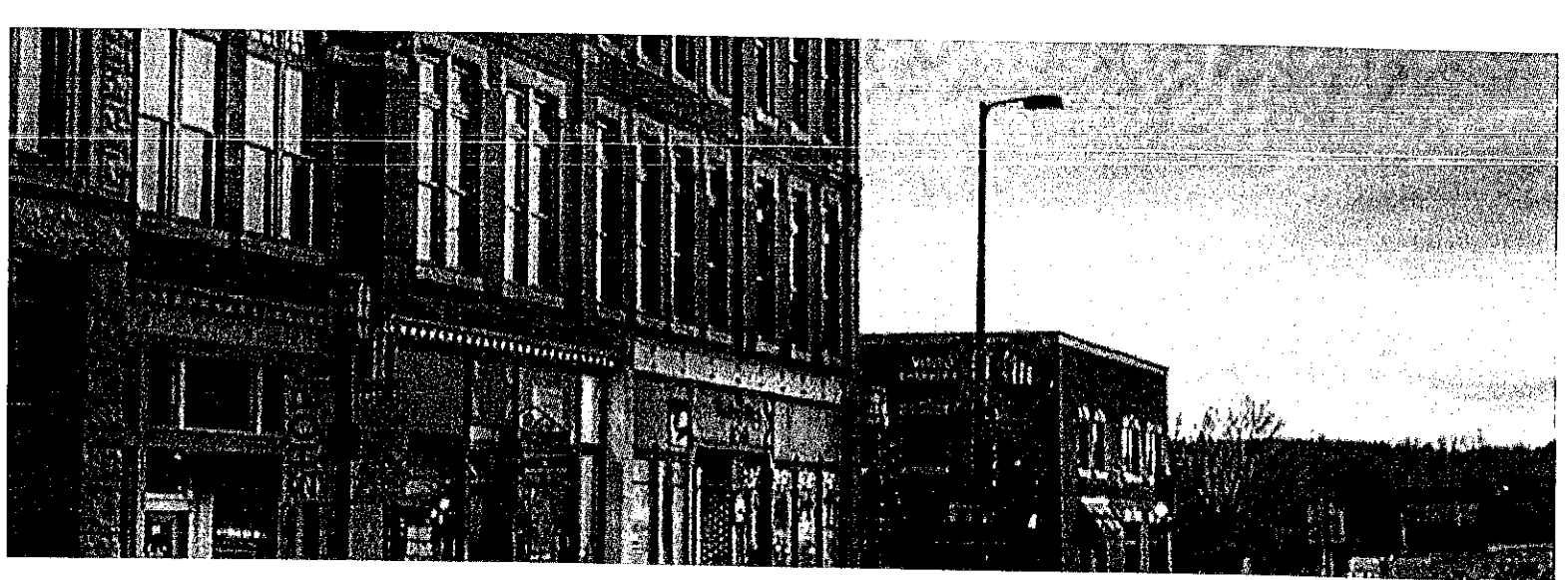


Order Form
Ritzville, WA - City of

03-23-2022

City of Ritzville - New Logo UB & CR

Expiration Date: 06-08-2022



delivery of software or delivery of first log-in to a hosted environment, which may be either a test or production environment. This date of delivery is frequently earlier than the dates professional services are completed, the Customer completes user acceptance testing, the Customer distributes additional log-ins to end users, and the Customer go-live in a production environment.

| Special Order Terms | |
|--|------|
| Special Order Terms | None |
| In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction. | |

| Payment Terms | |
|---|---|
| Payment Terms | Net 30 |
| Special Invoicing Terms | Prorate from start date to 12/31/2022. Full year renewal to begin 1/1/2023. |
| Special Professional Service Invoicing Terms | |
| Billing Contact | Julie Flyckt |
| Billing Email | julie.flyckt@ritzville-wa.us |
| If the Customer requires a PO number on invoices, Customer must provide Springbrook with the PO number and a copy of the PO prior to invoice issuance. If a PO number is not provided prior to the invoice issuance date, invoices issued on this Order Form will be valid without a PO reference. | |
| PO# (If required): | |

Xpress BILL PAY

| | |
|------------------------------|--------|
| Page: . | 1 of 3 |
| Quotation #: 2022041301JC | |

City of Ritzville

Julie Flyckt
216 E Main Ave Ritzville WA 99169

Prepared By: Jon Christensen

Date: April 13, 2022

Recurring Monthly Fees

| <u>Description</u> | <u>Rate</u> |
|---|-------------|
| Gateway Services Processing Fees | |
| Credit/Debit Card (per transaction)* | \$0.39 |
| EFT or eCheck Payment (per transaction) | \$0.49 |
| Online Banking Consolidation (per transaction) | \$0.25 |
| <i>*Merchant service fees from card processors will be billed directly from the respective provider.</i> | |
| Phone Payment Processing Fees | |
| 800 Interactive Voice Response (IVR) Phone Payment (per transaction) | \$0.95 |
| 800 Live Operator Assisted Phone Payment (per transaction) | \$0.95 |
| EFT Returned Items (if applicable): | |
| Invalid account or unable to locate account (per return) | \$6.00 |
| NSF, Account closed, or Account frozen (per return) | \$12.00 |
| Customer stop payment (per return) | \$30.00 |
| Support, Maintenance and Hosting Fee: | \$50.00 |
| Price includes: all end user and administration support via the Xpress Bill Pay toll-free 800 number, upgrades, hosting, and maintenance. | |
| Monthly Service Fee | \$19.00 |

TOTAL: Based upon activity

Xpress BILL PAY

Why Use Xpress Bill Pay?

Xpress Bill Pay integrates with your Springbrook software from beginning to end to reduce errors, save you hours of mundane manual data entry, and ensure that all transactions are easily reconcilable at the end of the month.

Xpress Bill Pay and Your Customers' Experience

The Xpress Bill Pay Customer Interface is designed to make online bill pay easier than ever before to encourage and increase customer usage. We know the more customers you have using Xpress Bill Pay, the more convenient your life will be.

To begin using Xpress Bill Pay your customer simply needs to Sign Up for a new account. New customers will be prompted to provide all the information necessary to create their account, including their billing account information. And if you are interested in saving money, you can allow your customers to opt for paperless billing when setting up their new account.

After entering the required information, a unique Xpress Bill Pay account will automatically be created and they will be logged into the system.

Once logged into Xpress Bill Pay, your customers will have many easy-to-use features available to them:

View & Pay eBills: Your customers will be able to view an online statement, displaying such information as: account number, due date, descriptions of services provided, breakdown of charges, total amount due, usage graphs, and announcements that may also be showing on their paper bill. Paying the bill is a simple process. One which allows your customers to make a full or partial payment, choose their payment method: credit card, debit card, checking account, or savings account, choose to pay immediately or to schedule payment for a future date, and receive notification, along with a unique transaction number, once the payment is processed. Your customer may print the receipt, however, a receipt is automatically emailed and/or texted to them by the Xpress Bill Pay system.

Auto Pay: This is one of the tools offered by Xpress Bill Pay that is used most often. Most customers don't want to hassle with logging in to pay their bill each month. Auto Pay ensures that payments are made on-time, every time with very little hassle to your customers or your staff. Auto Pay allows your customer to have their bills automatically paid each billing cycle from their preferred payment method. When Auto Pays are processed, a receipt is automatically emailed to the customer by the Xpress Bill Pay system.

Saved Payment Information: Your customers will be able to save their payment information for future use, edit existing payment information, or delete any payment information quickly and easily. All payment information is encrypted and stored by Xpress Bill Pay on our PCI Level 1 fully compliant system. Your organization will not be storing any payment information.

Xpress BILL PAY

realize that some customers will still prefer to pay over-the-counter or over-the-phone. We've given you the billing tools you need to make this as simple as possible:

Receipt Payment: To take an electronic payment, simply locate the customer's account, verify the billing information, collect the credit card, debit card, checking account, or savings account information, and process the payment. After the payment is processed you can print the receipt or the customer can have the receipt automatically emailed to them by the Xpress Bill Pay system. It's that simple! Plus we can receipt payment for anything (not just utilities).

Auto Pay Management: Offers various tools and reports for managing Auto Pays. You'll be able to search and edit existing Auto Pays, view a report of all credit cards that will be expiring soon, and setup new Auto Pays for customers that may prefer the convenience of an automatic payment but don't have access to an internet connection to access Xpress Bill Pay's website. As an administrator you will be able to setup your customer's account to be automatically paid each billing cycle from their preferred payment method. Auto Pay ensures your customers make their payment on-time, every time with very little hassle to the customer or your staff.

Reports: Xpress Bill Pay offers extensive real-time reports to help your organization improve transaction management, analyze customer data, and simplify the bank reconciliation process.

Unsettled & Settled Transaction Reports are real-time reports showing transaction data the moment the transaction is processed. Various search filters allow you to narrow your search to find any specific transaction. When necessary, voids and refunds can be processed from these reports.

The Department Details Report will breakdown receipted payments into different categories, if you are receipting payments for multiple departments or items.

The Reconciliation Report is perhaps the most important of all the tools and features offered by Xpress Bill Pay. The Reconciliation Report was designed to show you the breakdown of your online payments in the same way they deposit to the bank – no more adding and subtracting, simply match the report with your bank statement.

The Customer Report shows all of your customers that have created an Xpress Bill Pay account, as well as the options they've chosen, such as paperless billing and Auto Pay.

Payment Upload: You will have a daily transaction file that you simply upload to your Springbrook software – no need to post transactions manually!

Send Email Notifications: Whether sending out a periodic newsletter or trying to get out an urgent message, our Send Email Notifications tool will allow you to contact all of your Xpress Bill Pay customers with one quick email.

The Xpress Bill Pay Administrator Interface was designed to take the hassle out of accepting online payments. All the tools you need to receipt payments, generate reports, provide customer support, and

DataPro Solutions, Inc.
 6336 E. Utah Ave
 Spokane Valley, WA 99212
 Phone: (509) 252-5595
 Fax: (509) 532-4609
 James Haile
 jamesh@datapronw.com



City of Ritzville
 216 E Main Ave
 Ritzville WA 99169

Julie Flyckt, Clerk-Treasurer
 509-659-1930

| QTY | Description | Unit Price | TOTAL PRICE |
|-----|---|-------------|-------------|
| 1 | Dell PowerEdge T430 8-Bay Chassis - Intel Xeon E5-2630 v3 Processor (2.4 GHz, 8C, 20MB Cache) x 2 - 64GB Memory Performance Optimized - PERC H730 1GB NV Cache Lvl 0-60 PCIE RAID - 5x 2.4TB 10K SAS 12GB/S Hard Drives - Dell 3.5" Hard Drive Tray x 8 - On-Board Dual Port 1GbE LOM - iDRAC8 Enterprise License - Remote Console Access, Power Control, and ISO Mounting - Dell PowerEdge T320 T330 T420 T430 T620 Bezel - (2) Dell 13G 14G 750 Watt PSU - 1 Year Hardware Warranty - Windows Server 2019 Standard | \$ 7,823.99 | \$ 7,823.99 |

***Sub-Total (1)** \$ 7,823.99

*** GRAND TOTAL (1)** \$ 7,823.99
*** (DOES NOT INCLUDE TAXES, SHIPPING OR HANDLING FEES UNLESS SPECIFIED ABOVE)**

This proposal does not include any technical services time. DataPro services are available on a block of time, project or T&M basis.
 Travel time for Customers located in excess of 30 miles of our office will be billed at the then current plan in effect (currently 1/2 the specified hourly rate plus \$.60 per mile). Authorized lodging expenses will be billed at current DPS per-diem rates.

PURCHASES ARE SUBJECT TO DATAPRO TERMS OF SALE POSTED AT:
<https://datapronw.com/terms-of-sales/>

PROPOSAL DATE 04/05/2022
PROPOSAL EXPIRATION DATE 04/15/2022

(1) Please note: Should you use Visa, MasterCard or American Express to pay this invoice. A convenience fee of 3.5% will apply.

Customer Approval: _____

| | Amount Due*(1) |
|---|----------------|
| Check, Cash or ACH (1) <input type="text"/> | \$ 7,823.99 |
| Credit Card (1) <input type="text"/> | \$ 8,097.83 |

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| QTY | Description | Unit Price | TOTAL PRICE |
|--|---|---|---------------------------------------|
| 2 | Dell PowerEdge T430 8-Bay Chassis - Intel Xeon E5-2630 v3 Processor (2.4 GHz, 8C, 20MB Cache) x 2 - 64GB Memory Performance Optimized - PERC H730 1GB NV Cache Lvl 0-60 PCIE RAID - 5x 2.4TB 10K SAS 12GB/S Hard Drives - Dell 3.5" Hard Drive Tray x 8 - On-Board Dual Port 1GbE LOM - iDRAC8 Enterprise License - Remote Console Access, Power Control, and ISO Mounting - Dell PowerEdge T320 T330 T420 T430 T620 Bezel - (2) Dell 13G 14G 750 Watt PSU - 1 Year Hardware Warranty - Windows Server 2019 Standard | \$ 7,823.99 | \$ 15,647.98 |
| *Sub-Total (1) | | | \$ 15,647.98 |
| * GRAND TOTAL (1) | | | \$ 15,647.98 |
| * (DOES NOT INCLUDE TAXES, SHIPPING OR HANDLING FEES UNLESS SPECIFIED ABOVE) | | | |
| <p>This proposal does not include any technical services time. DataPro services are available on a block of time, project or T&M basis.</p> <p>Travel time for Customers located in excess of 30 miles of our office will be billed at the then current plan in effect (currently 1/2 the specified hourly rate plus \$.60 per mile). Authorized lodging expenses will be billed at current DPS per-diem rates.</p> <p>PURCHASES ARE SUBJECT TO DATAPRO TERMS OF SALE POSTED AT: https://datapronw.com/terms-of-sales/</p> <p style="text-align: center;">PROPOSAL DATE 04/05/2022 PROPOSAL EXPIRATION DATE 04/15/2022</p> | | | |
| <p>(1) Please note: Should you use Visa, MasterCard or American Express to pay this invoice. A convenience fee of 3.5% will apply.</p> <p>Customer Approval: _____</p> | | | |
| | | Check, Cash or ACH (1) <input type="text"/> | Amount Due*(1) \$ 15,647.98 |
| | | Credit Card (1) <input type="text"/> | \$ 16,195.66 |

RITZVILLE PUBLIC DEVELOPMENT AUTHORITY

March 23, 2022

REGULAR MEETING MINUTES

The rescheduled meeting was called to order at 5:30pm by President Erika Hennings at the Adams Conservation District office. Board members attending were Damon Roth and Mark Ryker and Kris Robbins. Also attending was Dennis Chamberlain.

Minutes: The meeting minutes from the February 16th, 2022 meeting were reviewed by the RPDA Board. A motion to approve both minutes was made by Kris, seconded by Mark. **MP**

Correspondence: By email to Erika about the WSHS site visit on 3/23/22.

Monthly Financial Report: The financial report was presented. The bank account balances as of 3/22/22 was \$21,600.67 in checking and \$2,470.93 in savings.

Bills: City of Ritzville (check #1050) \$268.15 for utilities, Leffel, Otis and Warwick (check #1049) \$120.00 for professional service and Hochstatter Electric. A motion was made by Damon and seconded by Mark to accept the financial report and approve the bills as presented. **MP**.

Building/Historic Building: Erika and Dennis reported on the site visit by Jay Mortensen from WSHS. They toured the building showing her all the office spaces and rental spaces. She is new to her position at WSHS and appreciated seeing what the RPDA had done so far and said that there might be some new funding sources at WSHS that we could use in the future.

Erika said that she is staying in contact with Columbia Bank for an operating loan for our building project. Columbia Bank would likely be the only source for the RPDA to get a loan as there is a clause in our new building loan that has a high penalty rate for early payoff of this loan.

The board discussed the Request for Proposals bid and Kris recommended that a preamble be added to explain the purpose of the project including multiuse individual tenant office space concept with conference room capability and caterer's kitchen. It was decided that a description of communications infrastructure requirements needed to be added and the lighting requirements be revised.

Damon and Kris will work on getting a list of potential contractors from the Spokane Business Journal, Daily Journal of Commerce and also some specific contractors that have been used by the City.

Dennis recommended that we need to trace the power source for the unused water heater under the building before it is disconnected and drained.