

CITY OF RITZVILLE
CITY COUNCIL AGENDA
October 6, 2026

1. CALL COUNCIL TO ORDER 7:00pm
2. PLEDGE OF ALLEGIANCE
3. ACCEPTANCE OF THE CONSENT AGENDA
4. PUBLIC REQUESTS AND COMMENTS
5. POLICE OFFICER OATH OF OFFICE
 - A. Reserve Officer Graham

CONSENT AGENDA

- Acceptance of the Agenda
- Minutes:
September 15, 2026
- Approval of Payables:
\$76,780.10
- Approval of Payroll:
\$143,721.44

6. ACTION AGENDA
 - A. General Sewer Plan Presentation and Public Hearing - Varela Engineering
 - B. Community Trick-or-Treat Street Closure-Fall Fest
 - C. 2027 SCP Scrub Seal Project – TIB Agreement
 - D. Golf Course Clubhouse Roof Project 2026 – Award
 - E. Daily Deposits Exceptions Policy - Resolution 2026-07
 - F. GMA Periodic Update Grant Agreement – Washington State Department of Commerce
7. DISCUSSION AGENDA
 - A. Adding Section 1.58.60 to Authorize an Additional One Tenth of One Percent Sales and Use tax for Criminal Justice Purposes – Draft Ordinance 2209
 - B. Keeping Animals Chapter 5.12 Amendment - Draft Ordinance 2210
 - C. 2027 Projected Revenue
 - D. 2027 Draft Budget

8. CORRESPONDENCE

9. REPORTS

- A. Mayor
- B. City Council Committees
- C. City Attorney
- D. Public Works
- E. Police
- F. Fire
- G. Clerk-Treasurer
- H. Community Development

COUNCIL COMMITTEES

- License, Rules and Permits
- Finance and Employee Benefits
- Health and Wellness
- Public Safety
- Public Works
- Parks and Recreation
- Personnel Committee

10. ADJOURNMENT

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&omn=82418181413>

OPENING OF COUNCIL MEETING

Mayor Yaeger opened the remote/in person council meeting at 7:00 p.m. The council members present were Eric Ottmar, Jessica Quinn, Brooke Scheel, Jen Verhey, Dennis Chamberlain, Ky Beck-Gmeiner, and Mike Schrag. Staff members in attendance were Clerk-Treasurer Julie Flyckt, Deputy Clerk Treasurer II Michelle Asmussen (remote), Public Works Director Dave Breazeale, Chief of Police Mike Suniga, City Attorney John Kragt, and Community Development Director Tom Reese (remote). City Fire Chief Joel Bell was excused. Also present were Brian Bothun, Rick Haverinen from the Cheney Free Press, Michelle Plumb, and Rod Larse.

ACCEPTANCE OF THE CONSENT AGENDA

Mayor Yaeger asked if there were any corrections or additions to the consent agenda. Council Member Mike Schrag moved to accept the consent agenda for September 15, 2026, with payables in the amount of \$256,418.36. Council Member Dennis Chamberlain seconded the motion. Motion passed 7-0.

PUBLIC REQUESTS AND COMMENTS

Mayor Yaeger asked if there was anyone from the public who would like to comment. Rod Larse at 209 E. Olive provided comments regarding the proposed chicken permit regulations. Larse stated that he supported the permit requirement but recommended clarifying the definition of a rooster, noting that male chickens are generally considered roosters at approximately one year of age. He also discussed the administrative process for reviewing and enforcing the permit requirements. Michelle Plumb at 308 E. 2nd Ave expressed support for the permit option but questioned the removal of a neighbor's approval requirement for keeping chickens. Discussion included whether concerns regarding neighboring properties could be addressed through the permit review process. She also recommended further consideration of how permits are tracked.

ACTION AGENDA

- A. Adding Section 1.58.60 to Authorize an Additional One Tenth of One Percent Sales and Use Tax for Criminal Justice Purposes-Ordinance 2209-Set Public Hearing** - The council discussed the proposed Ordinance 2209, which would add Section 1.58.60 and authorize an additional one-tenth of one percent sales and use tax for criminal justice purposes. There was discussion regarding the additional compliance requirements identified in the Sales and Use Tax Board Verification document. The requirements appeared to go beyond the language contained in the original ordinance, and the council discussed the need for further legal review. The council discussed the documents associated with the proposed sales and use tax and the need for City Attorney John Kragt to review the documents and provide guidance before proceeding with the public hearing process. Council Member Brooke Scheel stated she just wanted to make sure the council fully understands what the council is agreeing to in the Ordinance. Council Member Mike Schrag made a motion to postpone the public hearing date until the council sets a hearing date for the public. Council Member Brooke Scheel seconded the motion. Council Member Dennis Chamberlain amended the previous motion to revisit the setting of a public hearing at the next council meeting on October 6th. Council Member Eric Ottmar seconded the amended motion. Council Member Brooke Scheel opposed. Motion passed 6-1. The original motion with strikeout to postpone setting the public hearing date for Ordinance 2209, moved by Council Member Mike Schrag and seconded by Council Member Brooke Scheel passed 7-0.

DISCUSSION AGENDA

- A. Keeping Animals Chapter 5.12 Amendment, Draft Ordinance 2210** - The council continued discussion regarding amendments to the City's Keeping Animals ordinance related to the keeping of chickens. The council discussed the proposed chicken permit process, including whether a separate administrative permit should be established so that residents could apply for a chicken

permit through City Hall rather than appearing before the City Council. The proposed process would include a one-time administrative permit fee per address. The council discussed the proposed 10-foot setback requirement between chicken coops and adjacent dwellings. Discussion included whether the measurement should be taken from property lines or from neighboring dwellings. It was clarified that a deck attached to a house would be considered part of the dwelling for purposes of the setback requirement. The council discussed adding definitions for "rooster" and "cockerel" to provide greater clarity in the ordinance. The council also discussed the distinction between permanent structures and structures regulated under the proposed animal-keeping ordinance. Permanent structures would continue to be subject to applicable building permit requirements. The council discussed changing the language in the ordinance from "size restrictions" to "structure restrictions." The council discussed whether ducks and other bird species should be included in the ordinance. Members discussed additional requirements that could apply to ducks, including water access and other considerations. No final decision was made regarding the addition of other bird species. The council also discussed enforcement procedures, including the need to educate residents regarding existing requirements and potentially provide a grace period for compliance before enforcement action is taken. Discussion included the appropriate roles of the council, mayor, and City staff in enforcement matters. The council discussed the need to reinstate violation penalties for domestic fowl at large, which had been removed from the proposed ordinance. Public health considerations were also discussed, including rodent-proof feed containers and appropriate waste disposal. Clerk-Treasurer Julie Flyckt and Community Development Director Tom Reese will work together on the proposed chicken permit application and related forms. Reese will provide examples of chicken permit applications used in Spokane to assist with development of the City's application. The revised documents will be brought back to the appropriate committee for review.

CORRESPONDENCE – No correspondence.

REPORTS

- A. **Mayor Updates** – The Mayor is working on the golf course roof bid process with Public Works Director Dave Breazeale.
- B. **Council Committees Updates:**
 - **License, Rules, and Permits** - Committee-related matters regarding the Keeping Animals ordinance and chicken permit process were discussed on the agenda.
 - **Finance and Employee Benefits** – Reviewed the draft budget in preparation for its presentation to the council at the next meeting.
 - **Health and Wellness** - There were 29 trips to the dumpsters during the beautification effort.
 - **Public Safety** – Discussion included county jail overcrowding and alternative inmate housing options.
 - **Public Works** – Updates were provided regarding the SS4A Plan and ongoing public works projects.
 - **Parks and Recreation** – No report.
 - **Personnel Committee** – Mayor Yaeger and Clerk-Treasurer Flyckt are working to address questions concerning the Personnel Handbook.
- C. **City Attorney** – John Kragt discussed the need for legal review of the documents associated with Ordinance 2209, including the Sales and Use Tax Board Verification document and additional compliance requirements identified during the review. Kragt will review the documents and provide legal guidance to the council prior to further consideration of the ordinance and scheduling of the public hearing. Kragt will also work with Flyckt on the proposed amendments to the Keeping Animals Ordinance.

- D. **Public Works** – Director Dave Breazeale provided updates on ongoing public works projects and City infrastructure matters. The airport crack sealing project will begin next week. There is a preconstruction meeting scheduled for the snaky sewer project. Department of Health will be onsite October 5th as part of the sanitary water survey. Annual backflow testing process was conducted last week. There is a light pole damaged on the corner of Main and Palouse and it has been reported. There was a water break on 10th and Washington, which is now patched. The council discussed the need to obtain quotes for the golf course roof replacement, with staff planning to request quotes from at least three contractors and requesting that quotes be submitted by the end of September. The council also discussed the Safe Streets and Roads for All (SS4A) Plan and the need for additional committee discussion regarding the plan.
- E. **Police** – Police Chief Mike Suniga reported the National Night Out was a huge success, with 240 slices of pizza served, 849 bowling games played, 60 buckets of popcorn provided, 16 veterans connected to services. He thanked the Columbia Bank and Big Bend Electric for their donations. Chief Suniga stated he received notification about jail overcrowding, and they are only taking mandatory arrests and may need to consider other jail housing options. An employment offer has been signed for a Reserve Officer.
- F. **Fire** – Chief Joel Bell was excused.
- G. **Clerk-Treasurer** – Clerk-Treasurer Julie Flyckt and Mayor Yaeger attended the entrance conference with the state auditors for the fiscal year 2025 audit. Flyckt provided an update on scheduling demo meetings with communication platforms and working with the committee members' schedules.
- H. **Community Development** – Director Tom Reese provided updates on work with site selectors and requests for lot line adjustments. At Planning Commission there will be a work plan discussion for 2027 projects. He is also working on the forestry project contract.

I.

ADJOURNMENT

With no further comments or business to come before the council, Mayor Yaeger adjourned the remote and in-person meeting at 8:25 p.m.

Michelle Asmussen, Deputy Clerk-Treasurer

Julie Flyckt, Clerk-Treasurer

Julie Flyckt

From: Brooke Scheel <brookescheel@outlook.com>
Sent: Tuesday, October 6, 2026 12:04 PM
To: Julie Flyckt; Scott Yaeger
Cc: Karen Cady
Subject: Street Closure Request 10/30

[External Email]

Hello,

On behalf of **Fall Fest, in partnership with the Ritzville Area Chamber of Commerce**, I am requesting a temporary street closure in downtown Ritzville on **Friday, October 30, 2026**, for our annual Community Trick-or-Treat.

For the past couple of years, the City has closed portions of the downtown streets during trick-or-treat, and it has been extremely helpful in creating a safer and more walkable environment for the large number of children and families moving between downtown businesses. **We would like to request closures similar to those used in previous years**, including the downtown area from **Columbia Street to Adams Street**.

Community Trick-or-Treat will run from **1:00–4:30 p.m.**, with additional time needed before and after the event for setup and cleanup.

This year, we are also expanding opportunities for participation by inviting local organizations, nonprofits, and small businesses without storefronts to set up pop-up locations downtown. This will bring additional activities and participants into the downtown area, making the street closure particularly helpful for keeping pedestrian traffic separated from vehicles.

We are happy to coordinate with City staff, Public Works, and Public Safety on the specific closure times, barricade placement, emergency access, and any other needs, and would be happy to follow the same general process and closure plan that has worked well in past years.

Thank you for your continued support of Fall Fest and for helping us provide a safe and enjoyable afternoon for our community's kids and families.

Thank you,

Karen Cady

Fall Fest

In partnership with the Ritzville Area Chamber of Commerce



Washington State Transportation Improvement Board

TIB Members

Chair
Mayor Hilda González
City of Granger

Vice Chair
Councilmember
Sam Low
Snohomish County

Susan Carter
Hopelink

Kent Cash
Port of Vancouver

Jay Drye
WSDOT

Dongho Chang
WSDOT

Scott Chesney
Spokane County

Vicky Clarke
Cascade Bicycle Club & Washington
Bikes

Brent Timm
Link Transit

Andrew Denham
Town of Twisp

Stephanie Forman
Forman Consulting

Preston Frederickson
City of Walla Walla

Commissioner Al French
Spokane County

Commissioner Scott Hutsell
Lincoln County

Councilmember Jon Pascal
City of Kirkland

Les Reardanz
Whatcom Transportation Authority

Mayor Erin McCardle
City of Chelan

Maria Thomas
Office of Financial Management

John Vicente
City of Kenmore

Jennifer Walker
Thurston County

Jane Wall
County Road Administration Board

September 25, 2026

Mr. Scott Yaeger
Mayor
City of Ritzville
216 E. Main Ave
Ritzville, WA 99169

Dear Mayor Yaeger:

Your copy of the signed Fuel Tax Agreement for the 2027 - SCP - Scrub Seal project, TIB # 2-E-845(010)-1, is enclosed. The total grant amount is \$869,249. Reimbursable work may now begin.

On September 25, 2026, Transportation Improvement Board (TIB) is approved the 2027 – SCP – Scrub Seal Project, TIB project number 2-E-845(010)-1, for the Statewide Seal Coat Program. TIB is awarding 94.9999% of approved eligible project costs with a maximum grant of \$869,249.

Before any work is permitted on this project, you must complete and email the following items to Andrew Beagle, TIB Engineer:

- Review the attached grant agreement, verify the city match information in Section 3
- Sign and email one copy of the Grant Agreement to the aforementioned TIB Engineer.

You may only incur reimbursable expenses after you receive approval from TIB. **This project must advertise for bids no later than Feb 1 and construction activities shall start no later than July 1, unless TIB provides an extension in writing.**

Grants may be rescinded due to unreasonable project delays as described in WAC 479-05-211.

If you have questions, please contact Andrew Beagle, TIB Design and Preservation Engineer, at AndrewB@TIB.wa.gov.

Sincerely,

Ashley Probart
Executive Director

Enclosure

Ashley Probart
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140



City of Ritzville
2-E-845(010)-1
2027 - SCP - Scrub Seal
Multiple Locations

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Ritzville
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the 2027 - SCP - Scrub Seal, Multiple Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Ritzville, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 94.9999 percent of approved eligible project costs up to the amount of \$869,249, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW and/or chapter 47.04 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT FUNDING PARTNERS

The RECIPIENT anticipates receiving additional funding from the following funding partners, in the following amounts. However, in no event shall any non-party to this Agreement, even if referenced as a funding partner below, be considered a third party beneficiary to this Agreement.

Funding Partners	Amount	Revised Funding
RITZVILLE	45,751	
WSDOT	0	



TOTAL LOCAL FUNDS	45,751	

4.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Bid Authorization Form with plans and engineers estimate
- b) Award Updated Cost Estimate
- c) Bid Tabulations
- d) Contract Completion Updated Cost Estimate with final summary of quantities
- e) Project Accounting History

5.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

6.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

7.0 AMENDMENTS

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

8.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.



9.0 GOVERNANCE & VENUE

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

10.0 DEFAULT AND TERMINATION

10.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

10.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

10.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 10.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.



10.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

11.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue and other revenue sources. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 10. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

12.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060 and/or WAC 479-10-575. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.

RECIPIENT shall retain \$5,000 in local agency funds as contingency funding pursuant to WAC 479-05-065. TIB may require the RECIPIENT to use a portion or all contingency funding before authorizing increase requests pursuant to WAC 479-05-202 and/or WAC 479-01-060 and/or WAC 479-10-575.

13.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

14.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims,



suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

15.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.

16.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington and/or 47.04 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

17.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.



Washington State Transportation Improvement Board
Grant Agreement

2-E-845(010)-1

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

Approved as to Form
Attorney General

By:

Signature on file

Albert H. Wang
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer

Date

Executive Director

Date

Print Name

Print Name



Program SCPP
Project 2027 Chip Seal
Agency Ritzville
Date 7/28/2026
Estimator Andrew Beagle

Partner	Match	Cost
Ritzville	0.05	\$ 45,749.99
TIB	0.95	\$ 869,249.86

Project Information		Units		Unit Type	Unit Cost	Total Cost
Street Name	Select North Streets			1 L.S.	\$ 35,000	\$ 35,000
Termini	Multiple locations			1 L.S.	\$ 25,000	\$ 25,000
Truck Route	None			49 ton	\$ 1,300	\$ 63,700
Length in Feet	31258			106 ton	\$ 1,100	\$ 116,600
Current Pavement Width	Varies			1246 ton	\$ 90	\$ 112,140
Planned Treatment Width	Varies			249 ton	\$ 95	\$ 23,655
				62 ton	\$ 1,200	\$ 74,400
				50 hr	\$ 350	\$ 17,500
				75 hr	\$ 400	\$ 30,000
				30 ea	\$ 1,000	\$ 30,000
				7500 S.Y.	\$ 25	\$ 187,500
				13320 S.F.	\$ 6	\$ 79,920
				2245 L.f	\$ 1.25	\$ 2,806
				5281 L.f	\$ 1.25	\$ 6,601
				4 ea	\$ 800.00	\$ 3,200
				1 L.S.	\$ 31,600	\$ 31,600

Subtotal CN \$ 839,623
 PE \$ 25,000
 CN \$ 50,377
TOTAL \$ 915,000

City of Ritzville

RITZVILLE GOLF COURSE CLUBHOUSE ROOF PROJECT 2026 Evaluation

Prepared by - Scott Yaeger

Date -10-2-26

CONTRACTORS SOLICITED		DG Contracting LLC Colbert, WA	NOVA Roofing Moses Lake, WA	Kins Roofing LLC Richland, WA
Bid Items	Units			
Golf Course Roof Base Bid	LS	\$42,035.40	\$73,400.00	NO QUOTE
Golf Course Roof 1/2" Plywood Sheeting	Sheet	\$60.00	\$36.32	
Golf Course Roof Alternate Bid "A" new commercial gutters	LF	\$15.00	\$56.45	
Golf Course Roof Alternate Bid "B" roof replacement with standing seams	LS	\$56,845.80	\$79,250.00	
Subtotal		\$42,035.40	\$73,400.00	NO QUOTE
Tax		Included in Bid	Included in Bid	Included in Bid
Total Costs		\$ 42,035.40	\$ 73,400.00	\$ -

Budgeted Amount from Fund # 301 = \$45K

It is my recommendation that the City of Ritzville Award the
Golf Course Club House Roof Replacement to

DG Contracting LLC of
Colbert WA for the Base Bid of
\$42,035.40 plus the Alternate "A"
for Gutter at \$15.00/LF

Meets Current City of Ritzville
Procurement Policies &
Procedures

Type of Award

Section 7.1 Public Works
Projects \$75,500 or less

Purchase Recommended By:

Scott Yaeger

10/2/2026

Date:

City Council

Approved By:

Date:

RITZVILLE GOLF COURSE CLUBHOUSE ROOF PROJECT 2026 QUOTE

"Golf Course Roof Base Bid" - LS, Lump Sum to complete the roof replacement
\$ 42,035.40 /LS.

"Golf Course Roof 1/2" Plywood Sheeting" - Each, Per Each of 4ft X 8ft plywood
sheeting \$ 60.00 /Each.

"Golf Course Roof Alternate Bid "A" - LF, by linear foot of completed installation of
new commercial gutters \$ 15.00 /LF

"Golf Course Roof Alternate Bid "B" - LS, Lump Sum to complete the roof
replacement with standing seam metal roofing in lieu of the base bid
\$ 56,845.80 /LS.

PRICE SHALL INCLUDE ALL COSTS (LABOR, EQUIPMENT, MATERIAL, PERMITS,
AND TAXES).

Proposal - Signature

The bidder is hereby advised that by signature of this proposal he/she is deemed to have
acknowledged all requirements and signed all certificated contained herein.

Signature of Authorized Official(s):

Proposal Must Be Signed →

Sam Cover

Sam Cover

Please print name of Official

Firm Name

Sam Cover / DG Contracting

Address

4815 E LA Dake Rd

City State

Colbert wa 99005

Contractor's Lic. #

DGCON00879 RF

UBI Number

603-351-942

Phone Number

509-222-9758

Email Address

Samdgcontracting@gmail.com

RITZVILLE GOLF COURSE CLUBHOUSE ROOF PROJECT 2026 QUOTE

"Golf Course Roof Base Bid" - LS, Lump Sum to complete the roof replacement
\$ 73,400.00 /LS.

"Golf Course Roof 1/2" Plywood Sheeting" - Each, Per Each of 4ft X 8ft plywood
sheeting \$ 36.32 /Each.

"Golf Course Roof Alternate Bid "A" - LF, by linear foot of completed installation of
new commercial gutters \$ 56.45 /LF

"Golf Course Roof Alternate Bid "B" - LS, Lump Sum to complete the roof
replacement with standing seam metal roofing in lieu of the base bid
\$ 79,250.00 /LS.

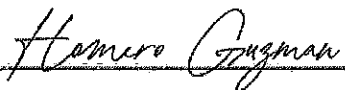
PRICE SHALL INCLUDE ALL COSTS (LABOR, EQUIPMENT, MATERIAL, PERMITS,
AND TAXES).

Proposal - Signature

The bidder is hereby advised that by signature of this proposal he/she is deemed to have
acknowledged all requirements and signed all certificated contained herein.

Signature of Authorized Officials(s)

Proposal Must Be Signed →



Homero A. Guzman Fdez.

Please print name of Official

Firm Name	<u>Nova Construction LLC DBA Nova Roofing & Exteriors</u>
Address	<u>6731 Stratford Rd NE</u>
City State	<u>Moses Lake, WA 98837</u>
Contractor's Lic. #	<u>NOVACCL821K3</u>
UBI Number	<u>604 235 973</u>
Phone Number	<u>(509) 361-8697</u>
Email Address	<u>novaroofingwa@gmail.com</u>



RESOLUTION NO. 2026-07

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RITZVILLE, WASHINGTON,
ESTABLISHING A PROCESS FOR EXCEPTIONS TO DAILY DEPOSITS OF PUBLIC MONEY
UNDER RCW 43.09.240**

WHEREAS, the City's most recent audit identified the absence of a documented exception to daily deposits; and,

WHEREAS, RCW 43.09.240 requires officers and employees who collect or receive public money to deposit those collections with the local government treasurer every twenty-four consecutive hours, subject to an exception granted by the treasurer; and,

WHEREAS, an exception requires a written request, certification of proper safekeeping and theft protection, and a specified deposit frequency of at least once per week; and,

WHEREAS, the City operates two cash registers, one at City Hall and one at the Golf Course, and the volume of cash and checks received at City Hall warrants daily deposits and Golf Course warrants a weekly deposit; and,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ritzville, Washington, as follows:

Section 1. City Hall cash daily deposits. Due to the volume of cash and checks received at City Hall, all City Hall collections shall be balanced to receipt records each day collections occur and deposited daily into a City bank account designated by the Clerk-Treasurer within twenty-four consecutive hours, consistent with RCW 43.09.240. Staff shall retain the register report, deposit record, and bank confirmation. Undeposited collections shall be secured in the locked City Hall vault. The Clerk-Treasurer may approve a temporary exception for City Hall upon receipt of Exhibit A or an equivalent written request and safekeeping certification, provided the approval states the required deposit schedule and complies with RCW 43.09.240. City Hall is not covered by the Golf Course weekly deposit exception.

Section 2. Golf Course written request and certification. The Council approves a process for a weekly deposit exception for the Golf Course per the Golf Course Manager contract. Before the exception takes effect, the Golf Course department, through its responsible City representative and Golf Course Manager, shall submit Exhibit A or an equivalent written request to the Clerk-Treasurer. The request shall identify why daily transfers are not administratively practical or feasible and certify proper safekeeping and theft protection. The Clerk-Treasurer shall independently evaluate the request, approve or deny it in writing, and retain the documentation. The Manager agreement and this resolution do not substitute for the required written request, certification, and Clerk-Treasurer approval. Daily deposits remain required

until the Clerk-Treasurer approves the exception in writing. Once approved, the weekly deposit exception remains effective for the term of the Golf Course Manager agreement unless modified or revoked by the Clerk-Treasurer. A separate exception request is not required each week.

Section 3. Golf Course cash register and weekly deposits. Upon written approval of the exception, all accumulated City-owned cash and checks collected at the Golf Course, including dues and greens fees, shall be balanced to register and receipt records and delivered with supporting records to the Clerk-Treasurer each Monday morning, consistent with the weekly greens-fee delivery schedule in the Manager agreement. The Clerk-Treasurer or designee shall verify the amount received, document the transfer, and deposit the funds into the designated City bank account within twenty-four consecutive hours. If Monday is a holiday or City Hall is closed, an earlier transfer and deposit shall be arranged. No City receipt may be held at the Golf Course longer than seven calendar days. The Clerk-Treasurer may require earlier, or more frequent transfers based on the amount held or security risks. Weekly delivery to City Hall is the exception; City Hall shall not hold delivered Golf Course receipts for another week.

Section 4. Safekeeping and internal controls.

The following controls apply to City Hall and Golf Course deposit processes:

- Record and receipt collections promptly; balance collections to receipt records on each day collections occur.
- Keep undeposited funds in the locked vault or safe; restrict access to authorized employees and secure access codes.
- Deposit City collections intact. Do not use cash receipts for expenses, loans, check cashing, or personal purposes; keep authorized change funds separate. At the Golf Course, separately account for City dues, greens fees, and other City revenue and the Manager's private concession, rental, lesson, or other receipts. Private receipts shall not be included in City deposits or offset against City collections.
- Prepare a deposit record identifying receipt dates, amounts, and the deposit date; retain bank confirmation and supporting receipt records.
- Use an independent employee to verify collections and deposits when staffing permits. When duties cannot be separated, document a supervisory review of receipt records, deposit records, and bank confirmations.
- Report discrepancies, missing funds, or security failures immediately to the Clerk-Treasurer for investigation and any required reporting.

Section 5. Implementation. The Clerk-Treasurer is authorized to administer this resolution and issue implementing procedures consistent with RCW 43.09.240. This resolution takes effect upon adoption.

PASSED by the City Council of the City of Ritzville this 6th day of October, 2026.

Scott Yaeger, Mayor

ATTEST:

Julie Flyckt, Clerk-Treasurer

EXHIBIT A

DAILY DEPOSIT EXCEPTION REQUEST AND CERTIFICATION CHECKLIST

(Resolution No. 2026-07 | RCW 43.09.240)

Department and collection location: ☐ City Hall ☐ Golf Course

Responsible representative and title: _____

Request date: _____ Estimated maximum funds held: \$ _____

Type of collections. Check all that apply. ☐ Cash ☐ Checks

Request type: ☐ Ongoing exception ☐ Temporary exception

Reason daily transfers are not administratively practical or feasible.

Check all that apply. Selecting a reason does not automatically approve an exception.

☐ Less staff ☐ Holiday ☐ Deposit correction ☐ Closed ☐ Other _____

Explanation of circumstances: _____

Dates affected: _____

Safekeeping and theft protection.

Secure storage location: ☐ City Hall Vault ☐ Golf Course Safe

Department certification.

I certify that money is held with proper safekeeping and that theft protection is carried out to reduce the risk of loss. I will follow the approved schedule and the resolution's controls and report any inability to maintain these safeguards.

Representative signature: _____ Date: _____

Clerk-Treasurer determination.

☐ Approved ☐ Denied

Basis for determination: _____

Approved deposit schedule: _____

Effective date: _____

Expiration: ☐ One time approval ☐ End of Golf Course Manager agreement

☐ Other: _____

Approval requires a finding that daily transfers are not administratively practical or feasible and receipt of the safekeeping certification. Any approved exception must require deposits at least once per week, with no receipts held longer than seven calendar days, and comply with the resolution. City Hall daily deposits and Golf Course Monday delivery requirements remain as stated in Sections 1 and 3.

Clerk-Treasurer signature: _____ Date: _____



Interagency Agreement with

City of Ritzville

through

Growth Management Services

**Contract Number:
27-63114-005**

For

GMA Periodic Update Grant – FY2027

Dated: Date of Execution

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Face Sheet

**Local Government Division Contract
Growth Management Services
GMA Periodic Update Grant (PUG)**

Contract Number: 27-63114-005

1. Contractor City of Ritzville 216 E. Main Ave. Ritzville, WA 99169		2. Contractor Financial Representative Julie Flyckt Clerk-Treasurer julie.flyckt@ritzville-wa.us	
3. Contractor Representative Tom Reese Community Development Director tom.reese@ritzville-wa.us		4. COMMERCE Representative Melissa Alofaituli Senior Planner melissa.alofaituli@commerce.wa.gov PO Box 42525 1500 Jefferson St. SE Olympia, WA 98501	
5. Contract Amount \$9,826	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐		7. Start Date Date of Execution
8. End Date June 30, 2027			
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID # N/A		11. SWV # SWV0034723-00	
12. UBI # 015-000-038		13. UEI # N/A	
14. Award Method ☒ Non-Competitive ☐ Competitive		NOFO/RFX # N/A	
Proviso # N/A			
15. Contract Purpose Grant funding to assist the City of Ritzville with planning work for the completion the Growth Management Act (GMA) requirement to review and revise the comprehensive plan and development regulations under RCW 36.70A.130(5). COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget.			
FOR CONTRACTOR		FOR COMMERCE	
Draft – do not sign			
Scott Yaeger, Mayor City of Ritzville _____ Date		Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

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

2. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING

If this Agreement is funded in whole or in part by the Climate Commitment Act, Grantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Grantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

"The [PROGRAM NAME / GRANT / ETC.] is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

The Grantee agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at [CCA brand toolkit](#), including:

- A. Any project related website or webpage that includes logos from other funding partners;
- B. Any publication materials that include logos from other funding partners;
- C. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
- D. Any equipment purchased with CCA funding through a generally visible decal.

3. CONTRACT MANAGEMENT

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

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

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

4. COMPENSATION

COMMERCE shall pay an amount not to exceed **nine thousand eight hundred twenty-six dollars (\$9,826)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

5. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services and deliverables provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The parties agree this is a performance-based contract intended to produce the deliverables identified in Scope of Work (Attachment A). Payment of any invoice shall be dependent upon COMMERCE'S acceptance of Contractor's performance and/or deliverable. The invoices shall describe and document, to COMMERCE's satisfaction, deliverables or a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 27-63114-005. If

expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement. Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

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

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

Contract funds must be used only for work covered by this Agreement. All back-up documents including but not limited to, consultant or subcontractor invoices, receipts, expense reports, staff time and expenses related to contract work, must be maintained by the Contractor. COMMERCE may request additional documents, but it is not required to be submitted with initial submittal of the invoice and completed deliverables. Back-up documentation should be retained during the life of the contract, as well as anytime past that to be compliant with Contractor's records retention policies.

Invoices and End of Fiscal Year

Final invoices for a state fiscal year may be due sooner than the 30th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Grant Timeline

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2026, for services and COMMERCE will reimburse the Contractor beginning July 1, 2026, for costs paid performing work as described under this Agreement.

Allowable expenses for the performance of work and submission of completed deliverables to COMMERCE are eligible for reimbursement under this Contract from July 1, 2026, cost date listed above, through June 30, 2027, end date listed on the Face Sheet, subject to reimbursement requirements stated herein. Commerce shall not reimburse Contractor expenses for activities outside this period.

Duplication of Billed Costs

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

Disallowed Costs

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

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final deliverable (or completion of the project, final report, etc.).

Line Item Modification of Budget

- A. Notwithstanding any other provision of this Contract, the Contractor may, at its discretion, make one-time modification or modifications to line items in the Budget (Attachment B), reallocating no more than twenty percent (20%) of the overall contract budget.

- B. The Contractor shall notify COMMERCE in writing (by email) when proposing any budget modification to the Budget (Attachment B). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this Contract that would cause reallocation of line items amounts to exceed the twenty percent (20%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email), and such written approval shall amend the Budget. Each party to this Contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available as set forth in Section 4 of this Contract, nor does this section allow any proposed changes to the Scope of Work, including Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this Contract

6. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

7. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

8. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

9. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Add any other attachments incorporated by reference from the Face Sheet

General Terms and Conditions

1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

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

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;

- ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. **COPYRIGHT**

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

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

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

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

7. DISPUTES

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

8. GOVERNING LAW AND VENUE

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

9. INDEMNIFICATION

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

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

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

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

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

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day

notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

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

15. SUBCONTRACTING

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

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

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

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

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

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

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

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

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

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

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

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

20. TREATMENT OF ASSETS

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

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

21. WAIVER

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

Attachment A: Scope of Work

Tasks & Deliverables	Description– Year 2 contract	End Date
Task 6	Public Engagement	
Deliverable 6	D6: Public Engagement Summary	June 11, 2027
Task 7	Draft Critical Areas Ordinance consistent with GMA amendments	
Deliverable 7	D7: Draft Critical Areas Ordinance	June 11, 2027
Task 8	Draft Organic Materials Management Facilities Siting consistent with GMA amendments	
Deliverable 8	D8: Draft Organic Materials Management Facilities Siting	June 11, 2027
Task 9	SEPA Analysis	
Deliverable 9	D9: SEPA Checklist	June 11, 2027

Attachment B: Budget

Deliverable – Year 2 contract	SFY27 Amount
D6: Public Engagement Summary	\$3,000
D6: Draft Critical Areas Ordinance	\$3,000
D8: Draft Organic Materials Management Facilities Siting	\$1,500
D9: SEPA Checklist	\$2,326
Contract Total (State Fiscal Year 2027 only)	\$9,826

ORDINANCE NO. 2209

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RITZVILLE, WASHINGTON, AMENDING CHAPTER 1.58 SALES OR USE TAX AND ADDING SECTION 1.58.60 OF THE RITZVILLE CITY CODE TO AUTHORIZE AN ADDITIONAL ONE TENTH OF ONE PERCENT SALES AND USE TAX FOR CRIMINAL JUSTICE PURPOSES IN ACCORDANCE WITH SECTION 201, CHAPTER 350, LAWS OF 2025, PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, in the 2025 Regular Session, the Washington State Legislature approved, and the Governor signed, Engrossed Substitute House Bill 2015 (Chapter 350, Laws of 2025); and

WHEREAS, Section 201 of Chapter 350, Laws of 2025 amends Chapter 82.14 RCW to authorize, under specified circumstances, the imposition of a local sales and use tax that may not exceed one-tenth of one percent for criminal justice purposes; and

WHEREAS, under Section 201, Chapter 350, Laws of 2025, the ordinance authorizing the sales and use tax must include a finding that the city has met the requirements to receive a grant from the Local Law Enforcement Grant Program created through Section 101, Chapter 350, Laws of 2025; and

WHEREAS, the City, through its law enforcement agency, the Ritzville Police Department, meets the requirements to receive a grant from the Local Law Enforcement Grant Program created through Section 101, Chapter 350, Laws of 2025; and

WHEREAS, the Ritzville Police Department will provide the Criminal Justice Training Commission (CJTC) with detailed documentation of the City's qualifications for the grant requirements and is committed to submitting supplemental documentation to rectify any documentation deficiencies identified by the CJTC, as provided in Section 201, Chapter 350, Laws of 2015; and

WHEREAS, the sales and use tax authorized under Section 201, Chapter 350, Laws of 2025 will represent a significant additional source of funding to address public safety needs in the City; and

WHEREAS, imposing the sales and use tax in furtherance of programs and services allowed by Section 201, Chapter 350, Laws of 2025, including addressing high-priority community safety needs, will provide benefits to the City's residents, guests, and businesses; and

WHEREAS, it is in the best interest of the City to impose a local sales and use tax as authorized under Section 201, Chapter 350, Laws of 2025;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RITZVILLE,
WASHINGTON, DOES ORDAIN AS FOLLOWS:**

SECTION 1. Findings.

The City Council finds that the City meets the eligibility requirements to impose the sales and use tax authorized by Section 201, Chapter 350, Laws of 2025, and if there were any documentation deficiencies identified by the CJTC, such deficiencies will be rectified.

SECTION 2. Tax Imposed.

Chapter 1.58 Sales or Use Tax of the Ritzville City Code is hereby amended to add Section 1.58.60 as follows:

1.58.60 Additional Sales and Use Tax for Criminal Justice Purposes

A. Tax Imposed

To provide funding for criminal justice purposes as authorized by Section 201, Chapter 350, Laws of Washington 2025, an additional one-tenth of one percent (0.1%) sales and use tax is hereby levied, fixed, and imposed on all taxable events within the city [town] as defined in chapter 82.08, 82.12, or 82.14 RCW.

B. Applicability of the Tax

The tax shall be imposed upon and collected from those persons from whom sales tax or use tax is collected in accordance with chapter 82.08 or 82.12 RCW and shall be collected at the rate of one-tenth of one percent of the selling price in the case of a sales tax, or value of the article used, in the case of a use tax.

C. Additional Tax

The additional sales and use tax shall be in addition to all other existing sales and use taxes currently imposed by the city.

SECTION 3. Notice to Department of Revenue.

The clerk is requested to submit this ordinance to the Department of Revenue and take all steps necessary to implement and collect the tax imposed by this Ordinance.

SECTION 4. Severability.

If any section, subsection, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

SECTION 5. Effective Date.

This ordinance shall take effect and be in full force five (5) days after publication.

READ in open meeting, PASSED by the City Council of the City of Ritzville, Washington, and
ORDERED PUBLISHED this ____ day of _____, 2026.

Scott Yaeger, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie Flyckt, Clerk-Treasurer

John Kragt, City Attorney

DRAFT

ORDINANCE NO. 2210
AN ORDINANCE OF THE CITY OF RITZVILLE, WASHINGTON AMENDING
CHAPTER 5.12 KEEPING ANIMALS AND CHAPTER 5.16 DOMESTIC FOWL AT
LARGE OF THE RITZVILLE CITY CODE.

WHEREAS, there is a need for amendment to Chapter 5.12 Keeping Animals and Chapter 5.16 Domestic Fowl at Large of the Ritzville City Code to allow rear yard chickens; and

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

Section 1. Ritzville City Ordinance 906 Chapter 5.12 of the Ritzville City Code, together with all ordinances or parts thereof from which said code originated, are hereby amended as follows:

Chapter 5.12 Keeping Animals

Sections:

5.12.020 Keeping domestic animals or fowl – Permit required.

~~5.12.025 Rear yard chickens~~

5.12.030 Permit – Application – Issue.

5.12.040 Permit – Rules and regulations governing – Council to promulgate.

5.12.050 Permit – Revocation – Procedure.

5.12.060 Violations – Penalties.

5.12.020. Keeping domestic animals or fowl – Permit required.

It is unlawful for any person, firm or corporation to keep, harbor, or maintain any horse or horses of any kind or description, cow, bull, steer, heifer, or calf, or cattle of any kind or description, mule or ass, goat or goats, ~~sheep, pig or pigs, or any other animal typical of a barnyard, or any other domestic animals, chickens, rabbits or hares,~~ ducks, geese, ~~peacocks, pigeons, birds of prey, or game birds,~~ or any other domestic fowl ~~within the City of Ritzville, other than allowed under except rear yard chickens kept in compliance with RCC 5.12.025, within the City of Ritzville,~~ without first having procured a permit to do so from the city council in the manner ~~provided in chapter 5.12.030, hereinafter provided. Rabbits and hares will be allowed only under certain conditions. A permit will be issued, in the manner hereinafter provided, to participants of FFA or 4H projects who are under supervision by leaders and other conditions imposed by the council. With respect to sheep, it is unlawful for any person to keep the same without first having procured a permit to do so from the city council, according to rules and regulations prescribed by it; provided, further, that the same shall only be permitted in areas zoned agricultural or shown as being in an agricultural area, as set forth in the city of Ritzville Comprehensive Plan.~~

(Ord. 401 § 2, 1950; Ord. 718 § 2, 1983; Ord. 730 § 2, 1984; Ord. 906 § 2, 1995)

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5.12.025 Rear yard chickens

A. Purpose.

To allow residents to keep rear yard hens while protecting public health, safety, welfare, and neighborhood character.

B. Definitions.

1. "Hen": A female domestic chicken.
2. "Chicken coop": A covered structure used to shelter chickens.
3. "Chicken run": A fenced outdoor enclosure associated with a coop.
4. "Owner": Any person who owns, keeps, or controls chickens.
5. "Rear yard": The portion of a lot located behind the rear wall of the principal dwelling and extending to the rear property line.
6. "Cockerel": Male chicken under one year of age.
7. "Rooster": Male chicken one year of age or older.

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C. Zoning and use authorization.

1. Rear yard hens are permitted as an accessory use on single family residential properties within the City.
2. Chickens, coops, and runs shall not be kept on vacant lots.
3. Commercial poultry operations are prohibited unless otherwise authorized by City code.

D. Administrative permit required.

1. A rear yard chicken permit is required.
2. The permit shall be perpetual in length, and the associated permit fee shall be fifty dollars (\$50.00).
2. Applications shall include applicant information, site plan, coop location, and number of hens.
3. The permit applies only to the approved individual and parcel and is not transferable between parcels or individuals.
3. The applicant shall pay the administrative permit fee required in accordance with the fee schedule adopted by the City Council.

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E. Number of hens.

1. Up to eight (8) hens may be kept on a residential property. No more than eight (8) hens may be kept on one single family residential parcel.
2. Roosters Cockerels are allowed up to 12 weeks of age and then shall be immediately removed from the City. Roosters are explicitly prohibited.
3. Other poultry species are prohibited unless separately authorized.

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F. Coop and run standards.

1. Chickens shall be housed in a secure coop and enclosed run.
2. Coops shall be located at least ten (10) feet from adjacent dwellings and three (3) feet from the property lines.
3. Coops shall be weather-resistant, ventilated, predator-resistant, rodent-resistant, and maintained in good repair.

4. Minimum space requirements: 4 square feet of coop space and 10 square feet of run space per hen.

5. Reference RCW 19.27 for size restrictions.

G. Operational requirements.

1. Owners shall provide adequate food, water, shelter, and care. No owner shall cause or allow any of the chickens to be or become malnourished, or subject to abuse or neglect.

2. Feed shall be stored in rodent-proof containers.

3. Any rodent activity in the vicinity of any chicken structure or enclosure shall require the permitted owner of the chickens to eradicate the rodents in compliance with local, state, and federal laws.

3. Waste shall be regularly removed and disposed of properly so as not to create a nuisance.

4. Chickens shall not roam off the owner's property.

5. Slaughtering chickens within city limits is prohibited. Should a chicken be seriously injured or ill, humane euthanasia, performed in accordance with applicable law, is allowed.

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H. Nuisance conditions.

No person shall keep chickens in a manner that violates subsections C through G of this chapter. Chickens shall be kept in a manner that does not create nuisances in accordance with Chapter 3.36 RCC.

I. Enforcement.

The City may investigate complaints and inspect properties as authorized by law. Violations are subject to RCC 5.12.060 and may result in the suspension or revocation of the rear yard chicken permit.

5.12.030. Permit – Application – Issue.

Any person, firm, or corporation desiring to keep any of the animals or fowls described in RCC § 5.12.020 shall make application for a permit to the city council, in writing, and upon a form to be provided by the city clerk/treasurer. Such permit may be granted by the city council by vote of a majority of the members present at any regular meeting of the city council.

(Ord. 401 § 3, 1950)

5.12.040. Permit – Rules and regulations governing – Council to promulgate.

The city council shall hereafter promulgate rules and regulations governing the conditions upon which permits for the maintenance of animals and fowls will be granted. (Ord. 401 § 4, 1950)

5.12.050. Permit – Revocation – Procedure.

The city council shall have the right to revoke any permit that may be granted in

accordance with RCC § 5.12.030 by giving the holder of such permit one week's notice to appear before the city council at its next regular meeting, and to show cause, if any he has, why such permit should not be revoked. A majority vote of the members of the city council present shall be sufficient to revoke any permit granted in accordance with the terms of this chapter, and the revocation shall become effective at such time as shall be designated by the city council.
(Ord. 401 § 5, 1950)

5.12.060. Violations – Penalties.

~~Any person, firm or corporation who violates any of the conditions of this chapter shall be guilty of a misdemeanor and shall be punished by a fine of not less than \$5.00 nor more than \$25.00 for the first violation, and of not less than \$25.00 nor more than \$100.00 for the second violation or any subsequent violation, and each day that any pig, hog or swine of any kind or description, or goat or goats, or sheep are harbored, kept and maintained in the city of Ritzville, shall constitute a separate offense, and each day that any of the animals described in RCC § 5.12.020 shall be kept, harbored and maintained within the city limits of the city of Ritzville without having a valid permit in full force and effect shall constitute a separate offense. (Ord. 401 § 6, 1950)~~

~~Unless otherwise designated, a first violation of this chapter is a class 2 civil infraction, exclusive of any statutory assessments. Unless otherwise designated, the second violation of this chapter within one year is a class 1 civil infraction, exclusive of any statutory assessments. A third violation of this chapter within a one-year period shall be designated a misdemeanor, punishable by imprisonment for a maximum term fixed by the court of not more than 90 days, or by a fine in an amount fixed by the court of not more than \$1,000, or by both such imprisonment and fine. The court may suspend any, or all, of the monetary penalty and/or jail time of any violation of this chapter upon appropriate conditions to be established by the court in its discretion, including payment of restitution to any injured party as set forth.~~

Section 2. Ritzville City Ordinance 1092 Chapter 5.16 of the Ritzville City Code, together with all ordinances or parts thereof from which said code originated, are hereby amended as follows:

Chapter 5.16 Domestic Fowl [aAt Large](#)

Sections:

5.16.010 Domestic fowl – Running at large prohibited.

5.16.020 Domestic fowl – Must be enclosed on premises.

[5.16.030 Violations—Penalties.](#) [5.16.030 Violations - Penalties](#)

5.16.010. Domestic fowl – Running at large prohibited.

It shall be unlawful for any person or persons owning or having in his or their control any domestic fowl to permit such domestic fowl to run at large within the city limits. (Ord.

95 § 1, 1902)

§ 5.16.020. Domestic fowl – Must be enclosed on premises.

It is the duty of each person owning or having in charge domestic fowl to keep the same securely enclosed upon his own premises.
(Ord. 95 § 2, 1902)

§ 5.16.030. Violations -- Penalties.

Any person violating any of the provisions of this chapter shall be deemed to have committed a civil infraction punishable in accordance with RCC § 1.02.010, General penalty.
(Ord. 95 § 3, 1902; Ord. 1092 § 103, 2005)

Section 3. 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 4. Any other ordinance conflicting with this ordinance is hereby repealed.

Section 5. 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 the City Council present, and, ORDERED
PUBLISHED this ____ day of _____ 2026.

Scott Yaeger, Mayor

Attest:

Approved as to form:

Julie Flyckt, Clerk-Treasurer

John Kragt, City Attorney



MEMO

TO: Finance Committee & City Council

FROM: Julie Flyckt, Clerk-Treasurer and Scott Yaeger, Mayor

DATE: October 6, 2026

SUBJECT: 2027 Projected Revenue

The attached Revenue Distribution Sources spreadsheet summarizes historical tax collections, estimated 2026 revenues, and projected 2027 revenues, including the new Transportation Benefit District tax. The schedule covers shared state taxes, local taxes, City utility taxes, and Transportation Benefit District revenue. It does not represent all City revenue sources.

Total tax revenue for 2027 is projected at \$1,964,654, an increase of \$23,251, or 1.20%, over the 2026 estimate of \$1,941,403. Compared with 2025 actual collections of \$1,923,550, the 2027 projection represents an increase of \$41,104, or 2.14%.

Transportation Benefit District Tax

The new Transportation Benefit District tax revenue is estimated at \$38,043 for 2026 (May through December 2026) and projected at \$58,800 for 2027. The spreadsheet assigns this revenue to Fund 103, Streets.

Shared State Taxes

The spreadsheet groups Transportation Benefit District revenue within the shared state tax section. Including that revenue, the section totals \$192,760 for 2027, an increase of \$19,217, or 11.07%, over the 2026 estimate.

Excluding Transportation Benefit District revenue, shared state taxes are projected at \$133,960, a decrease of \$1,540, or 1.14%. Most of this reduction is attributable to liquor excise tax, which decreases by \$1,342. No Criminal Justice Assistance—High Crime revenue is anticipated in either 2026 or 2027. There are smaller reductions projected for liquor board profits, motor vehicle fuel tax, and multimodal transportation revenue.

As noted in the spreadsheet, shared state revenue estimates are based on MRSC's 2027 State Shared Revenue Estimator and prior revenue history. Highlighted estimates are based on revenue history only.

Local Taxes

Local tax revenues are projected at \$1,570,626, an increase of \$4,034, or 0.26%, over the 2026 estimate. This increase comes entirely from combined property tax revenues for Current Expense, Cemetery, and Streets, which are projected at \$407,516, approximately 1% above 2026. Other local tax estimates remain unchanged. This is due to the estimated 1% property tax increase adopted by council each year.

Sales and use tax is projected at \$610,000 and represents approximately 31.0% of total projected tax revenue. Combined property taxes account for approximately 20.7%, and utility taxes on electricity, gas, telephone, and cable account for approximately 14.5%. Together, these sources represent approximately 66.3% of the total.

City Utility Taxes

City utility tax revenues from water, sewer, and garbage are projected at \$201,268, unchanged from the revised 2026 estimate. This amount is \$5,650, or approximately 2.73%, below 2025 actual collections. Most of the difference is attributable to water utility tax revenue.

Budget Considerations

Fifteen of the 23 revenue lines carry forward the 2026 estimates without an increase. Although the Transportation Benefit District tax improves the overall revenue outlook, the additional revenue is assigned to Streets in the attached schedule. Growth should therefore be evaluated by fund when considering expenditure increases.

The Clerk-Treasurer and Mayor will continue comparing projections with 2026 year-to-date collections and expected remaining receipts and make any necessary adjustments during the budget process.

Attachment: Revenue Distribution Sources 2027

City of Ritzville Tax Revenue Distribution-2027 Budget Projections

Shared Revenue State Taxes													
Distribution Source	Fund No.	Name	Actual FY 2021	Actual FY 2022	Actual FY 2023	Actual FY 2024	Actual FY 2025	Estimate FY 2026	Estimate FY 2027	Estimate 2025/2026 % Change	Estimate 2026/2027 % Change		
Criminal Justice Assistance- High Crime	001	Current Expense	\$2,693	\$5,628	\$5,714	\$5,860	\$2,967	\$0	\$0	-100%	0%		
		Criminal Justice Monies											
Criminal Justice Special Programs	002		\$1,979	\$2,163	\$2,272	\$2,397	\$2,524	\$1,649	\$1,649	-35%	0%		
		Criminal Justice Monies											
Criminal Justice Assistance- Population	002		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	0%	0%		
		Criminal Justice Monies											
DUI Enforcement Assistance	002		\$277	\$203	\$123	\$174	\$176	\$200	\$200	13%	0%		
		Current Expense											
Distressed Cities Assistance	001		\$78,906	\$62,904	\$56,453	\$75,207	\$75,038	\$63,730	\$63,730	-15%	0%		
		Current Expense											
Liquor Excise Tax	001		\$11,837	\$12,550	\$12,480	\$12,282	\$11,637	\$12,512	\$11,170	8%	-11%		
		Current Expense											
Liquor Board Profits	001		\$13,171	\$13,766	\$13,609	\$13,475	\$13,345	\$13,121	\$13,085	-2%	0%		
		Current Expense											
Marijuana Excise Tax	001		\$9,092	\$11,182	\$10,444	\$9,676	\$8,211	\$10,208	\$10,208	24%	0%		
Multimodal Transportation Tax	103	Streets	\$2,268	\$2,338	\$2,311	\$2,288	\$2,260	\$2,238	\$2,220	-1%	-1%		
		Streets											
Motor Vehicle Fuel Tax	103		\$32,215	\$33,323	\$32,599	\$31,595	\$30,357	\$30,842	\$30,698	2%	0%		
Transportation Benefit District	103	Streets	\$0	\$0	\$0	\$0	\$0	\$38,043	\$58,800	100%	55%		
Total Shared State Taxes			\$153,438	\$145,057	\$137,005	\$153,954	\$147,515	\$173,543	\$192,760	18%	11%		

Estimates are based on MRSC's 2027 State Shared Revenue Estimator and prior revenue history. Highlighted cells are based on revenue history only.

Shared Revenue	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Gas Tax (MVFT)	X	X		X	X	X	X	X	X	X	X	X
Increased Gas Tax (MVFT)						X			X			X
Multimodal Distribution						X			X			X
Liquor Excise Tax	X			X			X			X		
Liquor Profits						X			X			X
Marijuana Excise Tax						X			X			X
Criminal Justice	X			X			X			X		
City/County Assistance						X			X			X

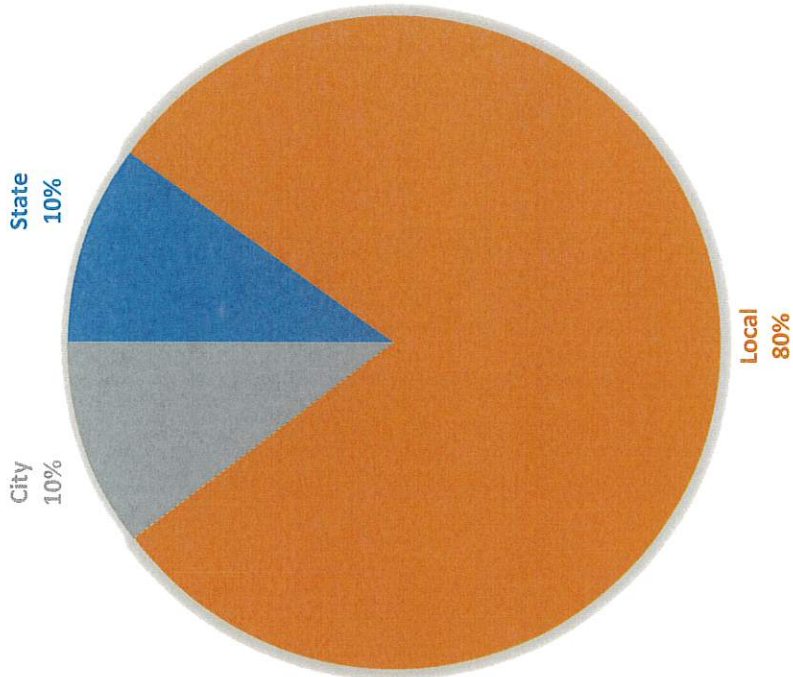
Local Taxes			Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Estimate	Budget	Estimate	Estimate
Distribution Source	Fund No.	Name	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Estimate	Estimate	Estimate	Estimate	Estimate
Real & Personal Property Tax	001	Current	\$210,007	\$211,415	\$214,753	\$231,200	\$227,053	\$242,089	\$244,509	\$242,089	\$244,509	\$244,509	7%	1%
Real & Personal Property Tax	004	Cemetery	\$42,001	\$42,283	\$42,951	\$46,240	\$45,411	\$48,418	\$48,902	\$48,418	\$48,902	\$48,902	7%	1%
Real & Personal Property Tax	103	Streets	\$98,003	\$98,660	\$100,218	\$107,894	\$105,958	\$112,975	\$114,105	\$112,975	\$114,105	\$114,105	7%	1%
1/4 Real Estate Excise Tax	301	Capital	\$56,153	\$33,189	\$33,203	\$19,390	\$34,715	\$21,788	\$21,788	\$21,788	\$21,788	\$21,788	-37%	0%
Sales & Use Tax	001	Current	\$515,494	\$525,857	\$570,552	\$610,917	\$614,254	\$610,000	\$610,000	\$610,000	\$610,000	\$610,000	-1%	0%
Utility Taxes: Electricity, Gas, Telephone, Cable		Current												
	001	Expense	\$192,830	\$206,633	\$216,587	\$215,305	\$249,045	\$285,000	\$285,000	\$285,000	\$285,000	\$285,000	14%	0%
Local Criminal Justice	003	Law and	\$31,882	\$32,744	\$36,767	\$37,411	\$38,926	\$36,410	\$36,410	\$36,410	\$36,410	\$36,410	-6%	0%
State Lodging Tax	110	Tourism	\$105,320	\$132,500	\$153,342	\$138,310	\$161,951	\$121,230	\$121,230	\$121,230	\$121,230	\$121,230	-25%	0%
Public Safety Tax	121	Safety Tax	\$76,081	\$77,449	\$87,287	\$88,134	\$91,806	\$88,682	\$88,682	\$88,682	\$88,682	\$88,682	-3%	0%
Total Local Taxes			\$1,327,771	\$1,360,730	\$1,455,660	\$1,494,801	\$1,569,118	\$1,566,592	\$1,570,626	\$1,566,592	\$1,570,626	\$1,570,626	0%	0%

City Taxes			Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Estimate	Budget	Estimate	Estimate
Distribution Source	Fund No.	Name	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Estimate	Estimate	Estimate	Estimate	Estimate
Utility Tax-Water	122	Utility Tax	\$79,987	\$81,215	\$81,837	\$84,690	\$94,281	\$87,972	\$87,972	\$87,972	\$87,972	\$87,972	-7%	0%
Utility Tax-Sewer	122	Utility Tax	\$61,485	\$63,500	\$63,309	\$64,368	\$63,870	\$64,550	\$64,550	\$64,550	\$64,550	\$64,550	1%	0%
Utility Tax-Garbage	122	Utility Tax	\$38,917	\$38,321	\$43,552	\$43,904	\$48,766	\$48,746	\$48,746	\$48,746	\$48,746	\$48,746	0%	0%
Total Local Taxes			\$180,389	\$183,036	\$188,698	\$192,962	\$206,918	\$201,268	\$201,268	\$201,268	\$201,268	\$201,268	-3%	0%

All local and city taxes are receipted monthly.

Local Taxes Calendar	Jan	Feb	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Real & Personal Property Tax	X	X	X	X	X	X	X	X	X	X	X
1/4 Real Estate Excise Tax					X			X			X
Sales & Use Tax					X			X			X
Utility Taxes: Electricity, Gas, Telephone, Cable			X			X			X		
Local Criminal Justice					X			X			X
State Lodging Tax					X			X			X
Public Safety Tax	X		X			X			X		

TAX DISTRIBUTION



Taxes	Percentage	Total
State	10%	\$192,760.00
Local	80%	\$1,570,626.00
City	10%	\$201,268.00
Total	100%	\$1,964,654.00