

CITY OF RITZVILLE
CITY COUNCIL AGENDA
September 1, 2026

1. CALL COUNCIL TO ORDER 7:00pm
2. PLEDGE OF ALLEGIANCE
3. ACCEPTANCE OF THE CONSENT AGENDA
4. PUBLIC REQUESTS AND COMMENTS
5. ACTION AGENDA

- A. Ritzville Parade Closure Request-Ritzville Chamber
- B. Legal Services/Labor Counsel-Summit Law
- C. High Priority Collection System Improvements Project Award-POW Contracting

6. DISCUSSION AGENDA
 - A. Chapter 5.12 Keeping Animals Draft Amendment
 - B. 2027 Council Quarterly Budget Workshop

7. CORRESPONDENCE

8. REPORTS

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

9. ADJOURNMENT

CONSENT AGENDA

- Acceptance of the Agenda
- Minutes:
August 18, 2026
- Approval of Payables:
\$160,862.06
- Approval of Payroll:
\$122,233.86

COUNCIL COMMITTEES

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

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=87597781>

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, Mike Schrag (remote), Brooke Scheel, Jen Verhey, Dennis Chamberlain, and Ky Beck-Gmeiner. Staff members in attendance were Clerk-Treasurer Julie Flyckt, Deputy Clerk Treasurer II Michelle Asmussen (remote), Public Works Director Dave Breazeale, and Community Development Director Tom Reese. City Fire Chief Joel Bell, Police Chief Mike Suniga, and City Attorney John Kragt were excused. Also present were Brian Bothun, Rick Haverinen from the Cheney Free Press, and Rod Larse.

ACCEPTANCE OF THE CONSENT AGENDA

Mayor Yaeger asked if there were any corrections or additions to the consent agenda. Council Member Jen Verhey moved to accept the consent agenda for August 18th, 2026, with payables in the amount of \$103,780.24. 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. With no comments, he moved on.

ACTION AGENDA

- A. **Snaky Sewer Project Amendment - Varela Construction** – Mayor Yaeger reported the amendment is for the Snaky Sewer Project's construction engineering and inspection that is currently out to bid. The amendment assumes a nine-week construction period plus two weeks for contingency. The current construction estimate is about \$450,000 which will increase to about \$660,000, with the grant funding at \$750,000. Council Member Brooke Scheel moved to approve the Snaky Sewer Project amendment in the amount of \$117,960. Council Member Jessica Quinn seconded the motion. Motion passed 7-0.

DISCUSSION AGENDA-No items.

CORRESPONDENCE – No correspondence.

REPORTS

- A. **Mayor Updates** – Mayor Yaeger is working on a waiver with City Attorney John Kragt and working on the 2027 budget and ER&R plan.
- B. **Council Committee Updates:**
- **License, Rules, and Permits** – The committee is working on the Keeping Animals' code amendment for chickens.
 - **Finance and Employee Benefits** – Discussed items on the council agenda and a follow-up from the workshop to review potential online platforms to increase communication with the community and council. Council Members Brooke Scheel and Jessica Quinn volunteered to be on a special committee to review the potential online platforms along with Clerk-Treasurer Julie Flyckt, Police Chief Mike Suniga, community member Brian Bothun, and Mayor Scott Yaeger.
 - **Health and Wellness** – The committee is preparing for the next City Beautification Days by working on the newspaper advertisement and flyers for September 9th and 12th. The events will follow a similar format to previous beautification events but will not include home pickup services. Some council members looked at the dog kennel to see how to make it better with minor upgrades.
 - **Public Safety** – No report.
 - **Public Works** – There is an updated traffic study that addresses prior comments.
 - **Parks and Recreation** – No report.

- C. **Personnel Committee** – Associated Industries provided an update that there is a delay in drafting the personnel handbook, but the City can request specific policy review during the delay.
- D. **City Attorney** – John Kragt was excused.
- E. **Public Works** – Director Dave Breazeale reported the new cemetery niche, and kiosk lights have been installed. The plaza lights were also installed. A water violation letter was included in the last utility mailing because the water sampling schedule was changed without notification to the City.
- F. **Police** – Police Chief Mike Suniga was excused.
- G. **Fire** – Chief Joel Bell was excused.
- H. **Clerk-Treasurer** – Clerk-Treasurer Julie Flyckt reported that she researched listening devices with Council Member Jessica Quinn and received information on the equipment used by the County. The 2026 financial audit has begun, and she is working on the 2027 draft budget.
- I. **Community Development** – Director Tom Reese reported working on planning commission agenda items and following up on items that were presented at the last meeting. The Health Clinic is moving forward with its remodel project. Reese is working with Flyckt to wrap up SS4A reporting. He is following up on the council workshop downtown housing feasibility discussion and reaching out to consultants for an estimate to include in the 2027 budget. Reese is wrapping up the community forestry scope of work and will send it back to everyone to review.

ADJOURNMENT

With no further comments or business to come before the council, Mayor Yaeger adjourned the remote and in-person meeting at 7:28 p.m.

Julie Flyckt, Clerk-Treasurer

Street Closure Request for Ritzville Community Parade

To Mayor Scott Yaeger and Ritzville City Council Members,

We are happy to announce the return of the Ritzville Community Parade. As a time honored tradition and event in our community, we are looking forward to hosting visitors and residents alike on September 5th in downtown Ritzville.

In order to make our event a reality we are asking for street closure. The requested closure would be on Main Avenue from Columbia Street to Jefferson Street, and Broadway Avenue from Jefferson to Division, on Saturday September 5th from 7 AM to 12 PM. Division Street will remain open for emergency services.

The Ritzville Area Chamber of Commerce Board members sincerely extend their appreciation for the City of Ritzville's support of the parade and other events throughout the year.

Sincerely,

Walker Randall, Board Member

Ritzville Area Chamber of Commerce



VARELA

Engineering & Management

August 28, 2026

City of Ritzville
216 E. Main
Ritzville, WA 99169

ATTN: Mayor and City Council

RE: High Priority Collection System Improvements Project

Dear Mayor and City Council,

Bids were opened on August 20, 2026 for the High Priority Sewer Collection System Improvements Project. One bid was received and reviewed and is summarized as follows:

Bidder	Base Bid	Schedule B	Total
POW Contracting	\$522,167.04	\$76,643.28	\$598,810.32
Engineer's Estimate	\$381,078.00	\$58,179.60	\$439,257.60

A detailed bid tabulation of the bid is enclosed. The low bidder is POW Contracting of Pasco, WA.

We have reviewed the bid package submitted by the low bidder and find it in order. We have also inquired about the bidder's performance record and financial status, and the reports are satisfactory.

We therefore recommend award of the contract to POW Contracting.

Upon City Council action, we will initiate the paperwork with the City and Contractor.

As always, if you have any questions, please don't hesitate to contact me.

Sincerely,

VARELA ENGINEERING & MANAGEMENT

Ben Varela
Project Engineer

cc:

encl: Bid Tabulation

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

varela-engr.com

CITY OF RITZVILLE
HIGH PRIORITY SEWER COLLECTION SYSTEM
TABULATION OF BIDS RECEIVED:

I HEREBY CERTIFY THAT THIS
TABULATION IS A TRUE AND
ACCURATE RECORD OF BIDS
BY: Jeff Moran

Jeff S. Moran

BASE BID				ENGINEER'S ESTIMATE		Pow Contracting PO Box 4772 Pasco, WA 99302	
Section	GENERAL REQUIREMENTS	ESTIMATED QUANTITY		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
01 01 00 SPECIAL REQUIREMENTS/BID ITEMS							
101	MINOR CHANGES	15,000	EA	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00
102	DETAIL MH-A1	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 33,000.00	\$ 33,000.00
103	TEMPORARY TREE/SADDLE AND SEWER SVC. CONNECTIONS	1	EA	\$ 7,500.00	\$ 7,500.00	\$ 15,000.00	\$ 15,000.00
104	POTHOLE EXISTING SEWER SERVICE PIPE	3	EA	\$ 500.00	\$ 1,500.00	\$ 1,500.00	\$ 4,500.00
01 10 00 GENERAL REQUIREMENTS							
105	CONSTRUCTION STAKING	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00
106	EXISTING MONUMENTS AND SURVEY MARKERS	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 8,000.00	\$ 8,000.00
107	TRAFFIC MAINTENANCE, CONTROL & SAFETY	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 9,000.00	\$ 9,000.00
01 30 00 MOBILIZATION AND ADMINISTRATION							
108	MOBILIZATION AND ADMINISTRATION (MAX.8% OF BID SUBTOTAL)	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 37,100.00	\$ 37,100.00
03 40 00 MANHOLES, WET WELLS AND DRY WELLS							
109	STANDARD MANHOLE 48-INCH DIA.	3	EA	\$ 9,000.00	\$ 27,000.00	\$ 9,000.00	\$ 27,000.00
110	SHALLOW MANHOLE 48-INCH DIA.	2	EA	\$ 7,500.00	\$ 15,000.00	\$ 7,500.00	\$ 15,000.00
111	EXTRA MANHOLE DEPTH	1.1	VF	\$ 150.00	\$ 165.00	\$ 1,200.00	\$ 1,320.00
112	MANHOLE TESTING	2	EA	\$ 500.00	\$ 1,000.00	\$ 2,500.00	\$ 5,000.00
31 23 00 TRENCH EXCAVATION, BACKFILL AND COMPACTION							
113	FURNISH IMPORTED PIPE BEDDING (< 6-INCH PIPE)	320	LF	\$ 20.00	\$ 6,400.00	\$ 6.00	\$ 1,920.00
114	FURNISH IMPORTED PIPE BEDDING (> 6-INCH PIPE)	667	LF	\$ 10.00	\$ 6,670.00	\$ 14.00	\$ 9,338.00
115	TRENCH EXCAVATION SAFETY SYSTEM	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 7,500.00	\$ 7,500.00
32 10 00 SURFACE IMPROVEMENTS AND RESTORATION							
116	AC PAVEMENT REMOVAL	1250	SY	\$ 5.00	\$ 6,250.00	\$ 12.60	\$ 15,625.00
117	HMA PAVEMENT PLACEMENT (3-INCH CL 1/2 PG 64-28 OVER 8-INCH CSTC)	650	SY	\$ 60.00	\$ 39,000.00	\$ 78.00	\$ 50,700.00
118	HMA PAVEMENT PLACEMENT (3-INCH CL 1/2 PG 64-28 OVER EXISTING GRAVEL BASE)	600	SY	\$ 40.00	\$ 24,000.00	\$ 63.00	\$ 37,800.00
119	CONCRETE CURB REMOVAL	60	LF	\$ 20.00	\$ 1,200.00	\$ 25.00	\$ 1,500.00
120	CONCRETE CURB PLACEMENT	60	LF	\$ 85.00	\$ 5,100.00	\$ 105.00	\$ 6,300.00
121	CONCRETE FLATWORK REMOVAL AND PLACEMENT	45	SY	\$ 20.00	\$ 900.00	\$ 60.00	\$ 2,700.00
122	CONCRETE FLATWORK PLACEMENT	45	SY	\$ 150.00	\$ 6,750.00	\$ 190.00	\$ 8,550.00
123	GRAVEL SURFACE PLACEMENT (4-INCH)	300	SY	\$ 25.00	\$ 7,500.00	\$ 30.00	\$ 9,000.00
32 80 00 LANDSCAPE RESTORATION							
124	SOD	200	SY	\$ 20.00	\$ 4,000.00	\$ 78.00	\$ 15,600.00
32 80 00 LANDSCAPE RESTORATION							
125	8-INCH PVC WASTEWATER PIPELINE	667	LF	\$ 85.00	\$ 56,695.00	\$ 100.00	\$ 66,700.00
126	4-INCH PVC WASTEWATER PIPELINE	150	LF	\$ 75.00	\$ 11,250.00	\$ 86.00	\$ 12,900.00
127	RECONNECT EXISTING SIDE SEWERS 4-INCH	170	LF	\$ 100.00	\$ 17,000.00	\$ 175.00	\$ 29,750.00
128	8X4 SERVICE WYE	9	EA	\$ 500.00	\$ 4,500.00	\$ 400.00	\$ 3,600.00
129	4-INCH PVC CLEANOUT	7	EA	\$ 1,000.00	\$ 7,000.00	\$ 2,250.00	\$ 15,750.00
130	CCTV VIDEO INSPECTION - SEWER MAIN	667	LF	\$ 10.00	\$ 6,670.00	\$ 5.00	\$ 3,335.00
SUBTOTAL BASE BID					\$ 352,850.00		\$ 483,488.00
SALES TAX (8%)					\$ 28,228.00		\$ 38,679.04
TOTAL AMOUNT BASE BID					\$ 381,078.00		\$ 522,167.04

SCHEDULE B				ENGINEER'S ESTIMATE		Pow Contracting PO Box 4772 Pasco, WA 99302	
Section	GENERAL REQUIREMENTS	ESTIMATED QUANTITY		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
01 01 00 SPECIAL REQUIREMENTS/BID ITEMS							
201	SHALLOW MANHOLE 48-INCH DIA.	1	EA	\$ 7,500.00	\$ 7,500.00	\$ 9,500.00	\$ 9,500.00
01 01 00 SPECIAL REQUIREMENTS/BID ITEMS							
202	FURNISH IMPORTED PIPE BEDDING (<6-INCH PIPE)	36	LF	\$ 20.00	\$ 720.00	\$ 6.00	\$ 216.00
203	FURNISH IMPORTED PIPE BEDDING (>6-INCH PIPE)	235	LF	\$ 10.00	\$ 2,350.00	\$ 14.00	\$ 3,290.00
01 10 00 GENERAL REQUIREMENTS							
204	GRAVEL SURFACE PLACEMENT (4-INCH)	350	SY	\$ 25.00	\$ 8,750.00	\$ 30.00	\$ 10,500.00
01 01 00 SPECIAL REQUIREMENTS/BID ITEMS							
205	8-INCH PVC WASTEWATER PIPELINE	235	LF	\$ 100.00	\$ 23,500.00	\$ 135.00	\$ 31,725.00
206	6-INCH PVC WASTEWATER PIPELINE	6	LF	\$ 100.00	\$ 600.00	\$ 260.00	\$ 1,560.00
207	4-INCH PVC WASTEWATER PIPELINE	30	LF	\$ 80.00	\$ 2,400.00	\$ 150.00	\$ 4,500.00
208	8X6 SERVICE WYE	1	EA	\$ 700.00	\$ 700.00	\$ 500.00	\$ 500.00
209	8X4 SERVICE WYE	5	EA	\$ 500.00	\$ 2,500.00	\$ 400.00	\$ 2,000.00
210	8-INCH PVC CLEANOUT	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 3,750.00	\$ 3,750.00
211	4-INCH PVC CLEANOUT	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 2,250.00	\$ 2,250.00
212	CCTV VIDEO INSPECTION - SEWER MAIN	235	LF	\$ 10.00	\$ 2,350.00	\$ 5.00	\$ 1,175.00
SUBTOTAL SCH. B					\$ 53,870.00		\$ 70,966.00
SALES TAX (8%)					\$ 4,309.60		\$ 5,677.28
TOTAL AMOUNT SCH. B					\$ 58,179.60		\$ 76,643.28
TOTAL AMOUNT BID - BASE BID AND SCHEDULE B					\$ 439,257.60		\$ 598,810.32



City of Ritzville

High Priority Sewer Collection System Improvements

705 Palouse and 209 Palouse will not be included in the project. The estimated reduction in cost for deleting these two services is approximately \$53,000. The table below summarizes the estimated bid with 705 Palouse and 209 Palouse removed from the original bid received from POW Contracting. In addition, sod restoration has been reduced.

This results in a project cost that is slightly over the funding budget (about \$3,500) however, it utilizes 100% of the grant. We therefore recommend award of the Base Bid plus Schedule B.

	Original	Delete 209 Palouse, 705 Palouse, Sod Reduction
Base Bid	\$522,167	\$468,955
Schedule B	\$76,643	\$76,643
Total Construction	\$598,810	\$545,598
Engineering	\$208,000	\$208,000
TOTAL PROJECT	\$806,810	\$753,598
FUNDING	\$750,000	\$750,000
Over/Under Funding	(\$56,810)	(\$3,598)



SOFIA D. MABEE
DID: 206.676.7112
EMAIL: sofiam@summitlaw.com

315 Fifth Ave S Suite 1000
Seattle, Washington 98104
phone - 206.676.7000
fax - 206.676.7001

August 13, 2026

Sent via Email to: john@mdkjlaw.com

Scott Yaeger
Mayor
City of Ritzville
216 E Main Ave
Ritzville, WA 99169
(509) 659-1930

Re: Engagement Letter

Dear Mayor Yaeger:

Thank you for hiring Summit Law Group to represent City of Ritzville with regard to general labor and bargaining matters. We will represent your interests vigorously and do our very best to be prompt, thoughtful and practical in everything we do on your behalf.

If you have not yet had an opportunity to view the background of Summit Law Group, please take a moment to visit our website (www.summitlaw.com). Summit Law Group was founded on the principle that a modern law firm should be focused on its customers, not its lawyers. We designed Summit to be leaner, more efficient and more customer-responsive than traditional law firms. We want to form productive working partnerships with our customers, delivering a better product at greater value.

Fee Arrangements. We will build a working partnership with you to enable you to maintain control over the scope and cost of your legal work. We are especially interested in fee arrangements that provide incentives for us to be cost effective and that reward us for superior results. Unless we agree otherwise, however, we will charge for our services by the billable hour. We encourage you to consider and suggest other ways of measuring the value of our services during the course of our relationship. Whether you choose to be billed by the hour, or some other fee arrangement, we, unlike any other law firm we know of in the country, invite you to pay in accordance with your perception of the value of our legal services. To that end, within 30 days of our invoice, you are free to adjust our billed amount—upward or downward—based on your perception of the value that you have received.

At present, my current hourly rate applicable to this engagement is set forth in the Appendix. The billing rates and contact information for the Summit team members who are expected to work on this engagement are included in the Appendix to this letter.

City of Ritzville
August 10, 2026
Page 2

Unless otherwise agreed in writing, we will provide you with full itemized electronic billing information on a monthly basis, including people working on your engagement, their hours and rates and a detailed description of services performed. Payment of our bill is due upon receipt of our invoice and bills not paid within thirty (30) days of the date of the invoice will accrue interest at a rate of 1% per month. We do not charge for telephone, photocopying, computerized legal research, local travel, or other costs that are properly part of our cost of doing business. We charge our actual costs for out-of-town travel and meals, working meals, and other vendor expenses (e.g., for high volume photocopying, courier and messenger services and other extraordinary expenses). We also charge for certain third-party vendor expenses related to document processing and discovery, electronic or otherwise (which may include the use of artificial intelligence). Our billings are monthly, unless otherwise agreed.

Attached to this letter is an Appendix that includes additional terms of this engagement. Together, this letter and the Appendix constitutes the agreement between you and us regarding our professional services. If the terms of our representation as described above and in the Appendix are acceptable, please date and sign this letter where indicated below and return it to me via mail, facsimile or electronic mail. This agreement will take effect on the date of your signature or when we first perform services, whichever is earlier.

Sincerely,

SUMMIT LAW GROUP, PLLC



Sofia D. Mabee

AGREED AND ACCEPTED:

City of Ritzville

By _____
Title _____
Dated _____

APPENDIX TO ENGAGEMENT LETTER OF SUMMIT LAW GROUP, PLLC

The term "you" below refers to the client in this engagement. If the client is an entity, then we have addressed the accompanying engagement letter to the client's authorized representative, but the term "you" below refers to the entity client.

IDENTITY OF CLIENT.

In representing a client which is an entity, we do not thereby also separately represent affiliates or other constituents of the entity, nor do we separately represent the owners, officers, directors, founders, managers, members, partners, fiduciaries, or employees of the entity in their individual capacities or with respect to their individual affairs. We will rely upon you to inform them of this fact where appropriate. Unless we agree otherwise in writing, we do not by virtue of our representation of you also represent any entity that controls you, is controlled by you or is under common control with you. We will look to the addressee of the engagement letter for our instructions on behalf of the entity, unless you inform us otherwise in writing.

SCOPE OF ENGAGEMENT.

The scope of this engagement is described in the accompanying engagement letter. The scope of our engagement may change if you ask us to provide different or additional services and we agree in writing to provide them or we actually proceed to provide them and bill you for them. If our engagement changes, the terms set out in the accompanying engagement letter and this Appendix will apply to the changed engagement, unless we enter into a further agreement modifying this one. Our engagement may be terminated by either one of us upon written notice to the other.

SUMMIT TEAM ASSIGNED TO THIS ENGAGEMENT.

At Summit Law Group, we assign a team to your engagement. Your team includes the individual(s) listed below:

Professional	Direct Dial	Email	Hourly Rate
Sofia D. Mabee, Attorney	206.676.7112	<i>sofiam@summitlaw.com</i>	\$440
Austin J. Cooper, Labor Analyst	206.676.7083	<i>austinc@summitlaw.com</i>	\$325

We may in the future add other professionals to your team depending on the time and experience required by your matters, which may include contract personnel with appropriate credentials to complete certain work under our supervision. We will charge you for the time of these individuals at rates established by us based on their experience and expertise, the same as we do for our employees and partners.

BILLING AND PAYMENT.

We review and make changes to our hourly rates from time to time, usually on an annual basis. Changes may or may not apply across the board to all timekeepers.

Our preferred methods of payment are via check or ACH. Information on both of those payments options are below:

Payment by Check:

Summit Law Group, PLLC
Attn: Billing
315 Fifth Avenue S., Suite 1000
Seattle, WA 98104-2682

Payment by ACH:

Account Name – Summit Law Group
Account # – 002000520
ABA Routing # – 125008013
Bank – Commerce Bank Northwest

Timely payment in full is a condition to our continuing provision of services. You agree that we may suspend or terminate our services and may withdraw from this engagement in the event our fees and other charges are not timely paid, subject to applicable rules governing attorney withdrawal. In extreme cases, we may pursue recovery of unpaid fees through collection actions or litigation. If our engagement is terminated by either you or us for any reason, you will remain obligated to pay us all fees and other charges properly incurred up to the termination date.

Although on occasion we will in good faith attempt to estimate in advance the fees and costs of an engagement, we are not bound by any such estimate unless agreed in writing. Also, we are not obligated to revise, amend or correct any such estimate if subsequent developments make it inaccurate.

If we have more than one client in this engagement, then each is jointly and severally obligated to pay us unless we agree otherwise in writing. Any outside arrangements you may have for allocation, reimbursement, insurance, indemnification or the like will not relieve you of your obligation to pay amounts due.

CONFLICT CHECK.

At the beginning of each engagement we conduct a review of potential conflicts of interest to ensure compliance with the Rules of Professional Conduct, using names that you have provided. As we move forward, please be sure to immediately provide us with any new or different names of adverse or interested parties so that we may update our conflict check.

COMMUNICATIONS WITH SUMMIT.

Our communications with you may include legal advice and information that is protected by the attorney-client privilege, the work product doctrine, or other protections from disclosure. To maintain these privileges and protections, both you and Summit must take reasonable measures to safeguard the confidentiality of our communications. Please be aware that if you reveal information to a third party, including by communicating with us on an email system accessible by a third party or on a mobile device that you do not control, protections of privilege and

confidentiality may be lost. You should also be aware that there may be circumstances in which we have an independent ethical duty to reveal privileged information.

FRAUD PREVENTION.

During the course of our engagement, there may be a need or desire to arrange for the electronic transfer of funds to Summit or to other parties. In the event that you receive a request for a funds transfer, wire transaction, or other matter involving your financial accounts or your account at Summit, please confirm the legitimacy of the request verbally with a known contact at Summit before you proceed with the transaction.

OWNERSHIP AND RETURN OF FILES.

By executing our engagement letter, you agree that the files generated or accumulated as a result of our representation belong to Summit Law Group. If you desire an electronic copy of the files at the conclusion of our representation, you will be provided with an electronic copy of the files. Under our document retention policy, we normally destroy client records, including electronic records, seven years after the conclusion of a matter unless other arrangements are made or the nature of the matter requires a longer retention period. E-mails that are duplicative, routine or otherwise not part of the client file may be destroyed before the end of the seven-year period, without prior notice to you.

DISPUTE RESOLUTION AND ARBITRATION.

If you become dissatisfied with any aspect of our relationship, including the quality or adequacy of our representation, you agree to bring that to our attention, and we each agree to negotiate in good faith to resolve the matter. If we cannot reach agreement, we each agree to comply with any mandatory dispute resolution procedures that apply to any such dispute. If such applicable mandatory dispute resolution procedures have been completed or waived, and a dispute still exists between us, we each agree that the dispute will be submitted for mediation under the rules of JAMS. If such mediation fails, and a dispute still exists between us, we each agree that the dispute will be submitted to binding arbitration under the rules of JAMS. In arbitration, there is no right to a trial by jury and the arbitrator's legal and factual determinations are generally not subject to appellate review.

By signing this agreement, you acknowledge that the agreement to arbitrate results in a waiver of your right to a court or jury trial for any fee dispute or malpractice claim. This also means that you are giving up your right to discovery and appeal. If you later refuse to submit to arbitration after agreeing to do so, you may be ordered to arbitrate pursuant to the provisions of Washington law. You acknowledge that before signing this agreement and agreeing to binding arbitration, you are entitled to, and have been given, a reasonable opportunity to seek the advice of independent counsel.

Title 5. Animals

Chapter 5.12. KEEPING ANIMALS

§ 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 or any other domestic animals, chickens, ducks, geese, or any other domestic fowl without first having procured a permit to do so from the city council in the manner 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)~~

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, rabbits or hares, ducks, geese, or any domestic fowl, other than allowed under chapter 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.**

5.12.025. REARYARD CHICKEN ORDINANCE

SECTION 1. PURPOSE.

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

SECTION 2. DEFINITIONS.

Hen: A female domestic chicken.

Chicken Coop: A covered structure used to shelter chickens.

Chicken Run: A fenced outdoor enclosure associated with a coop.

Owner: Any person who owns, keeps, or controls chickens.

SECTION 3. ZONING AND USE AUTHORIZATION.

A. Rearyard hens are permitted as an accessory use on residential properties within the City.

B. Chickens shall not be kept on vacant lots.

C. Commercial poultry operations are prohibited unless otherwise authorized by City code.

SECTION 4. PERMIT REQUIRED.

A. A Rearyard Chicken Permit is required.

B. The permit shall be valid for three (3) years and renewable.

C. No permit fee shall be required unless established by future ordinance.

D. Applications shall include applicant information, site plan, coop location, and number of hens.

SECTION 5. NUMBER OF HENS.

A. Up to eight (8) hens may be kept on a residential property.

B. Roosters are allowed up to 12 weeks of age.

C. Other poultry species are prohibited unless separately authorized.

SECTION 6. COOP AND RUN STANDARDS.

A. Chickens shall be housed in a secure coop and enclosed run.

B. Coops shall be located at least 10 feet from adjacent dwellings.

- C. Coops shall be weather-resistant, ventilated, predator-resistant, and maintained in good repair.
- D. Minimum space requirements: 4 square feet of coop space and 10 square feet of run space per hen.
- E. Reference RCW 19.27 for size restrictions.

SECTION 7. OPERATIONAL REQUIREMENTS.

- A. Owners shall provide adequate food, water, shelter, and care.
- B. Feed shall be stored in rodent-proof containers.
- C. Waste shall be regularly removed and disposed of properly.
- D. Chickens shall not roam off the owner's property.
- E. Slaughtering chickens within city limits is prohibited.

SECTION 8. NUISANCE CONDITIONS PROHIBITED.

No person shall keep chickens in a manner that violates sections 3 through 7 of this chapter.

SECTION 9. ENFORCEMENT

The City may investigate complaints and inspect properties as authorized by law.

SECTION 10. SEVERABILITY.

If any portion of this ordinance is held invalid, the remaining provisions shall remain in effect.

SECTION 11. EFFECTIVE DATE.

This ordinance shall take effect five (5) days after publication as provided by law.

§ 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 or any violation of RCC § 5.12.025 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.

Chapter 5.16. DOMESTIC FOWL AT LARGE

§ 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)~~

Title 5. Animals

Chicken Permit NOT Required Version

Chapter 5.12. KEEPING ANIMALS

§ 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 or any other domestic animals, chickens, ducks, geese, or any other domestic fowl without first having procured a permit to do so from the city council in the manner 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)~~

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, rabbits or hares, ducks, geese, or any domestic fowl, other than allowed under chapter 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.**

5.12.025. REARYARD CHICKEN ORDINANCE

SECTION 1. PURPOSE.

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

SECTION 2. DEFINITIONS.

Hen: A female domestic chicken.

Chicken Coop: A covered structure used to shelter chickens.

Chicken Run: A fenced outdoor enclosure associated with a coop.

Owner: Any person who owns, keeps, or controls chickens.

SECTION 3. ZONING AND USE AUTHORIZATION.

A. Rearyard hens are permitted as an accessory use on residential properties within the City.

B. Chickens shall not be kept on vacant lots.

C. Commercial poultry operations are prohibited unless otherwise authorized by City code.

SECTION 5 4. NUMBER OF HENS.

A. Up to eight (8) hens may be kept on a residential property.

B. Roosters are allowed up to 12 weeks of age.

C. Other poultry species are prohibited unless separately authorized.

SECTION 6 5. COOP AND RUN STANDARDS.

A. Chickens shall be housed in a secure coop and enclosed run.

B. Coops shall be located at least 10 feet from adjacent dwellings.

C. Coops shall be weather-resistant, ventilated, predator-resistant, and maintained in good repair.

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

E. Reference RCW 19.27 for size restrictions.

SECTION 7 6. OPERATIONAL REQUIREMENTS.

- A. Owners shall provide adequate food, water, shelter, and care.
- B. Feed shall be stored in rodent-proof containers.
- C. Waste shall be regularly removed and disposed of properly.
- D. Chickens shall not roam off the owner's property.
- E. Slaughtering chickens within city limits is prohibited.

SECTION 8 7. NUISANCE CONDITIONS PROHIBITED.

No person shall keep chickens in a manner that violates sections 3 through 7 of this chapter.

SECTION 9 8. ENFORCEMENT

The City may investigate complaints and inspect properties as authorized by law.

SECTION 11 9. SEVERABILITY.

If any portion of this ordinance is held invalid, the remaining provisions shall remain in effect.

SECTION 12 10. EFFECTIVE DATE.

This ordinance shall take effect five (5) days after publication as provided by law.

§ 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 or any violation of RCC § 5.12.025 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.

Chapter 5.16. DOMESTIC FOWL AT LARGE

§ 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)

Julie Flyckt

From: Michael Schrag <mschrag4@gmail.com>
Sent: Monday, August 31, 2026 9:13 AM
To: Julie Flyckt
Subject: Fwd: Municipal Insight: Does Growth Pay for Growth? It Depends.

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[External Email]

Could you please run off for council members to look at and digest. Thank you so much. Mike

----- Forwarded message -----

From: Tim Duhamel <tim.duhamel@kjbmbloomcme.com>
Date: Mon, Aug 31, 2026, 8:59 AM
Subject: Municipal Insight: Does Growth Pay for Growth? It Depends.
To: <mschrag4@gmail.com>



BLOOM MUNICIPAL INSIGHTS

Practical insight for stronger municipal decisions

MUNICIPAL GROWTH & FINANCIAL SUSTAINABILITY

Does Growth Pay for Growth? It Depends.

Understanding the three stages of municipal growth—and the financial costs that follow.

By Tim Duhamel

Bloom Centre for Municipal Education

Growth is one of the most celebrated words in municipal government. A subdivision is announced. New houses appear. Businesses open. Population increases. Assessment grows. All of these are generally positive signs of a healthy and attractive community.

It is therefore understandable that growth is frequently associated with stronger municipal finances. More homes create more residential assessment. More businesses create commercial and industrial assessment. More residents create additional utility customers and generate user-fee revenue.

From there, it is easy to arrive at one of the most common statements in municipal government: **growth pays for growth**. But does it? The answer is one of those wonderfully frustrating municipal answers: **it depends**.

Growth can absolutely improve a municipality's financial position. It can expand the assessment base, generate utility revenue, attract business investment and spread some existing municipal costs across a larger population.

But growth does something else at exactly the same time: it creates a larger municipality. There are more roads, more sidewalks, more water lines, more sewer lines, more parks, more residents, more businesses and eventually more municipal services to provide.

**“Growth can improve a
municipality’s financial position—**

but it also creates a larger municipality to operate, maintain and eventually replace.”

Municipal Growth Happens in Stages

One of the biggest misconceptions about growth is treating it as a single event. It isn't. Municipal growth unfolds over time, and the costs and revenues associated with it often arrive at very different points in the process. A useful way to understand growth is to think of it in three connected stages: infrastructure growth, community growth and service growth.

1 Infrastructure Growth

Roads, water, sewer, storm systems, sidewalks, parks and other physical assets are installed to make development possible.

2 Community Growth

Homes and businesses are constructed, residents and employers arrive, and assessment and utility revenues begin to build.

3 Service Growth

More infrastructure, residents and businesses increase operating demand and eventually trigger new staff, equipment, facilities and major capital projects.

CONTINUE READING



UPCOMING LIVE WEBINAR

Understanding Municipal Growth & Its Financial Impact

Date: Wednesday, September 2, 2026

Time: 10:00–11:30 a.m. MST

Growth can be positive—but without proper planning, it can create significant financial pressure. This practical session connects infrastructure costs, long-term operating impacts and service thresholds to the municipality's overall financial position.

REGISTER FOR THE WEBINAR

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