

**CITY OF RITZVILLE**  
**CITY COUNCIL AGENDA**  
**December 2, 2025**

1. CALL COUNCIL TO ORDER 7:00pm
2. PLEDGE OF ALLEGIANCE
3. ACCEPTANCE OF THE CONSENT AGENDA
4. RECOGNITION
  - A. Council Member William Green
5. OATH OF OFFICE-SHORT TERM POSITIONS
  - A. Council Ward 3-Brooke Scheel
  - B. Council Ward 5-Ky Beck-Gmeiner
6. PUBLIC REQUESTS AND COMMENTS
7. ACTION AGENDA
  - A. GMA Periodic Update Grant FY 2026-Department of Commerce
8. DISCUSSION AGENDA
  - A. 2026 Final Budget
  - B. Visitor Impact 110 Fund Award Review
9. CORRESPONDENCE
10. REPORTS
  - A. Mayor
  - B. City Council Committees
  - C. City Attorney
  - D. Public Works
  - E. Police
  - F. Fire
  - G. Clerk-Treasurer
  - H. Community Development
11. ADJOURNMENT

**CONSENT AGENDA**

- Acceptance of the Agenda
- Minutes:  
November 4, 2025  
November 18, 2025
- Approval of Payables:  
\$64,935.47
- Approval of Payroll:  
\$103,198.44

**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=SU14WTVqdGJpYnVMMeEYzV1pJOEFOQT09&omn=86901397097>

**OPENING OF COUNCIL MEETING**

Mayor Yaeger opened the remote and in person council meeting at 7:00pm. The council members present were Michelle Plumb, Dennis Chamberlain, Jen Verhey, Jessica Quinn, Brooke Scheel, Mike Schrag, and William Green. 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. City Fire Chief Joel Bell was excused. Also present were Linda Schrag, Brian Bothun, Rick 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 Dennis Chamberlain made a motion to accept the consent agenda for November 4th, 2025, in the amount of \$107,972.93 for payables and \$78,264.33 for Payroll. Council Member Mike Schrag 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. Brian Bothun at 309 W. 5th<sup>th</sup> Avenue stated he wanted to spread the word that Ritzville now has two streaming rail cameras at the Train Depot. They were able to get the second one online yesterday and it can be viewed on YouTube. Each camera has its own link and this one points both directions. Bothun thanked the council for its support throughout this project and for Julie's support as she was instrumental in helping to guide the project.

**ACTION AGENDA**

- A. Temporary Water Construction Rate Public Hearing, Ordinance No. 2201-** Mayor Yaeger opened the public hearing on the Chapter 10.10 Amendment to establish a temporary construction rate at 7:04pm. This public hearing was for establishing a distinct classification for temporary construction water to ensure equitable billing, recover City costs, and prevent unauthorized use of hydrants and other connections. The mayor asked if there were any written comments received by 5:00pm today, but there were not any comments received. He asked if the council or the public had any questions. Council Member Michelle Plumb stated in the ordinance the fourth whereas is referencing code 35A, which Ritzville is not covered under. City Attorney John Kragt stated 35A is for code cities and City of Ritzville is one of four second class cities left in the state, so it would not fall under the 35A. The code would need to be under section 35. With no further testimony, the public hearing for the temporary construction rate was closed at 7:08pm. Council Member Brooke Scheel made a motion to adopt Ordinance No. 2201 an ordinance of the City of Ritzville amending Chapter 10.10 billing and collection for city utilities as-adopted in Ordinance 2187 of the Ritzville City Code to establish a temporary construction water rate and amending Ordinance 2185 fee schedule to adopt the city fee. Also, with the RCW correction to the 4<sup>th</sup> paragraph for a second-class city. Council Member Dennis Chamberlain seconded the motion. Motion passed 7-0.

- B. General Code Supplementation eCode360 Upgrade Agreement** –Clerk-Treasurer Julie Flyckt stated she sent the agreement to the license & rules committee for their review before the council meeting. General Code purchased Code Publishing, and they have a newer platform. The difference in cost is very minimal, it will give us more access, and access to an internal site to post documents. The agreement is in the amount of \$1,195 for the annual maintenance. Council Member Michelle Plumb stated she likes that there are now going to be alerts and get notifications when a code changes. Council Member Michelle Plumb made a motion to approve the mayor to sign the agreement for supplementation services with General Code in the amount of \$1,195. Council Member Jen Verhey seconded the motion. Motion passed 7-0.
- C. Police Department Heat Exchangers Replacement**-Mayor Yaeger stated two of the three heating units in the police department are not working. Chief Suniga received three quotes and Kysar was the cheapest at \$6,030.56. Due to the amount, the finance committee voted to approve the expense at their meeting today so there is no vote needed from council. They just wanted to provide the update to council.

#### **DISCUSSION AGENDA**

- A. 2026 Preliminary Budget**- Mayor Yaeger stated the preliminary budget includes all of the changes from the October 10<sup>th</sup> workshop. The changes include the operating transfer to the Tree Board in the amount of \$3,200 for the walking path irrigation, the street fund supplies increased by \$1,500 for the Centennial Path sign, Fund 105 City Beautification includes the \$3,783 for the 1<sup>st</sup> Ave Tree Project, Tree Lighting and the one bench. Fund 301 Capitol Improvement has the park plan for \$10,000. There was a correction to the Fund 401 water system plan from \$15,000, it is actually \$150,000. The plan will be funded by a 50% grant of \$75,000. In the ER&R 500 fund, the police car was moved from 2025 to 2026 since it is getting towards the end of the year. The water truck purchase was changed to 2025 since it was purchased under budget. The Periodic Update was budgeted for \$20,000, but the first year is only estimated at \$10,000. In the Fund 003 Law & Justice the Lexipro policy program fee has increased to \$5,600. Council Member Michelle Plumb asked why we didn't have all our financial policies separate as a resolution for each one as there are 11 pages of policies in the budget. Plumb also noted that there is about 40% of the fee schedule attached but there hasn't been anything changed to reference which parts of the codes they belong to. Clerk-Treasurer Julie Flyckt stated that it was a conversation with the finance committee who stated they liked the layout of the fee schedule and to go forward with what was there.

**MAYOR UPDATES**-Mayor Yaeger stated he has been busy working on the 2026 budget.

#### **COUNCIL COMMITTEE UPDATES:**

- **Licenses, Rules and Permits**-Council Member Chamberlain sated he and Tom Reese are going to have a meeting later this week or the following week.

- **Finance and Employee Benefits**-Council Member Schrag stated the finance committee approved purchasing the heat exchangers for the police department from Kysar in the amount of \$6,030.56.
- **Health and Wellness Council** Member Schrag stated they have a meeting scheduled for November 10<sup>th</sup>.
- **Public Safety**-There is a meeting set for Thursday at 3:30pm.
- **Public Works**-Council Member Michelle Plumb stated the committee had a SS4A catch up meeting last week with SCJ Alliance.
- **Parks and Recreation**-No report.
- **Personnel Committee**-No report.

#### DEPARTMENT UPDATES

- City Attorney**-Attorney John Kragt stated he has a couple code updates he is working through with the Chief of Police.
- Public Works**-Public Works Director Dave Breazeale stated the new water truck, and the salter/spreader is here. The crew is getting the plow trucks ready to get the new salter and sander installed on the new truck and they are picking up leaves. All the bathrooms are closed for the winter, the irrigation is all off, and all of the lines will be blown out by the end of this week. The lights came in for the new city sign so they will get those installed by next week.
- Police Department**-Chief of Police Mike Suniga stated they had a safe Halloween. The next couple weeks he will be finishing up a couple policies and start focusing on and moving forward with the list that was established.
- Fire**-Chief Joel Bell was excused.
- Clerk/Treasurer**-Treasurer Julie Flyckt stated she worked with Chief Suniga on a cheaper alternative to help those who cannot hear very well in the council chambers. The cheaper alternative did not work so they are going to continue to try and find a solution. The state auditors will be onsite tomorrow. They are working on completing the city's 2023 audit, which includes the federal and financial audit. After the 2023 audit is complete, they will start the federal, financial and accountability audit for 2024. The auditors have agreed to take a look at the draft procurement policy update to see if it meets the requirements. The preliminary budget hearing is set for the next council meeting. Then there will be the final budget at the last council meeting of the year. The last meter read was in October and now there will be average utility billing until the meters are read again in April. The city's insurance company, CIAW, stopped by and talked with staff today. They provided reminders about the resources they offer and discussed the city's liabilities and ideas of how to reduce those.
- Community Development**-Community Development Director Tom the second Community Heart and Soul meeting was held and there was a good turnout. There were a few council members there and he would like to get their feedback on what their experience was at the meeting. The next step is for the work group to move forward and get the grant application into Innovia Foundation. There are some good opportunities identified at the SS4A meeting including some capital projects on the

city's STIP and in the Comp plan for implementation or future grant funding. As a partial planning community there are three sections that need to be updated as part of the two-year process. Reese is working with SCJ Alliance on updating some city maps with the recent annexations. He has also been working with the ministerial association to get their sign back on track.

**EXECUTIVE SESSION-** Mayor Yaeger opened the Executive Session at 7:50pm for the City Council to evaluate the qualifications of an applicant for public employment or to review the performance of a public employee per RCW 42.30.110.1.g, for 15 minutes. After that time, Mayor Yaeger then extended the executed session for an additional 10 minutes. Mayor Yaeger adjourned the Executive Session at 8:15pm.

**ADJOURNMENT-**With no further comments or business to come before the council, Mayor Yaeger adjourned the remote and in person meeting at 8:16pm.

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Michelle Asmussen, Deputy Clerk-Treasurer



**Interagency Agreement with**

**City of Ritzville**

**through**

**Growth Management Services**

**Contract Number:  
26-63114-005**

**For**

**GMA Periodic Update Grant – FY2026**

**Dated: Date of Execution**

## Table of Contents

<b>TABLE OF CONTENTS.....</b>	<b>2</b>
<b>FACE SHEET.....</b>	<b>3</b>
<b>SPECIAL TERMS AND CONDITIONS.....</b>	<b>4</b>
1. AUTHORITY .....	4
2. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING .....	4
3. CONTRACT MANAGEMENT .....	4
4. COMPENSATION .....	4
5. BILLING PROCEDURES AND PAYMENT .....	4
6. SUBCONTRACTOR DATA COLLECTION .....	6
7. INSURANCE .....	6
8. FRAUD AND OTHER LOSS REPORTING .....	6
9. ORDER OF PRECEDENCE .....	6
<b>GENERAL TERMS AND CONDITIONS.....</b>	<b>7</b>
1. DEFINITIONS .....	7
2. ALL WRITINGS CONTAINED HEREIN .....	7
3. AMENDMENTS.....	7
4. ASSIGNMENT .....	7
5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION .....	7
6. COPYRIGHT .....	8
7. DISPUTES .....	9
8. GOVERNING LAW AND VENUE.....	9
9. INDEMNIFICATION .....	9
10. LICENSING, ACCREDITATION AND REGISTRATION .....	9
11. RECAPTURE .....	9
12. RECORDS MAINTENANCE .....	9
13. SAVINGS .....	9
14. SEVERABILITY.....	10
15. SUBCONTRACTING .....	10
16. SURVIVAL .....	10
17. TERMINATION FOR CAUSE.....	10
18. TERMINATION FOR CONVENIENCE.....	11
19. TERMINATION PROCEDURES.....	11
20. TREATMENT OF ASSETS .....	12
21. WAIVER .....	12
<b>ATTACHMENT A: SCOPE OF WORK.....</b>	<b>13</b>
<b>ATTACHMENT B: BUDGET .....</b>	<b>14</b>



## Face Sheet

Contract Number: 26-63114-005

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

<b>1. Contractor</b> City of Ritzville 216 E. Main Ave. Ritzville, WA Ritzville, WA 99169		<b>2. Contractor Financial Representative</b> Julie Flyckt Clerk-Treasurer <a href="mailto:julie.flyckt@ritzville-wa.us">julie.flyckt@ritzville-wa.us</a>	
<b>3. Contractor Representative</b> Tom Reese Community Development Director <a href="mailto:tom.reese@ritzville-wa.us">tom.reese@ritzville-wa.us</a>		<b>4. COMMERCE Representative</b> Melissa Alofaituli Senior Planner <a href="mailto:melissa.alofaituli@commerce.wa.gov">melissa.alofaituli@commerce.wa.gov</a>	
<b>5. Contract Amount</b> \$10,000		<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	
<b>7. Start Date</b> Date of Execution		<b>8. End Date</b> June 30, 2026	
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency:</b> N/A	
<b>10. Tax ID #</b> N/A		<b>11. SWV #</b> SWV0034723-00	
<b>12. UBI #</b> N/A		<b>13. UEI #</b> N/A	
<b>14. Contract Purpose</b> 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.			
<b>FOR CONTRACTOR</b>		<b>FOR COMMERCE</b>	
Draft – do not sign			
Scott Yaeger, Mayor City of Ritzville  _____ Date		Mark K. Barkley, Assistant Director Local Government Division  _____ Date  <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE</b>	

## 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](http://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;
- A. Any publication materials that include logos from other funding partners;
- B. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
- C. 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 **ten thousand dollars (\$10,000)**, 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 26-63114-005. 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, 2025, for services and COMMERCE will reimburse the Contractor beginning July 1, 2025, 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, 2025, cost date listed above, through June 30, 2026, 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

<b>Tasks &amp; Deliverables</b>	<b>Description</b>	<b>End Date</b>
Task 1	Develop work plan and public engagement plan	
<b>Deliverable 1</b>	<b>D1: Work plan &amp; Public engagement plan</b>	<b>March 31, 2026</b>
Task 2	Development Regulations analysis	
<b>Deliverable 2</b>	<b>D2: Periodic Update Checklist for Partially-Planning</b>	<b>January 31, 2026</b>
Task 3	Complete critical areas analysis	
<b>Deliverable 3</b>	<b>D3: Critical Areas Checklist</b>	<b>January 31, 2026</b>
Task 4	Develop STEP Housing Polices	
<b>Deliverable 4</b>	<b>D4: Draft STEP Ordinance</b>	<b>June 12, 2026</b>
Task 5	Analyze and update any changes to natural resource lands or shorelines	
<b>Deliverable 5</b>	<b>D5: Natural Resource Land Designations Ordinance</b>	<b>June 12, 2026</b>

## Attachment B: Budget

<b>Deliverable</b>	<b>SFY26 Amount</b>
<b>D1:</b> Work plan & Public engagement plan	\$2,000
<b>D2:</b> Periodic Update Checklist for Partially-Planning	\$2,000
<b>D3:</b> Critical Areas Checklist	\$3,000
<b>D4:</b> Draft STEP Ordinance	\$2,000
<b>D5:</b> Natural Resource Land Designations Ordinance	\$1,000
<b>Contract Total</b> (State Fiscal Year 2026 only)	<b>\$10,000</b>

2026 Visitor Impact Applications (110 Fund)

Updated January 7, 2025

ORGANIZATION NAME	ORGANIZATION	APPLICATIONS	2026 Request	2025 Award	2024 Award	2023 Award
City of Ritzville	City of Ritzville	Utilities and Lease at the Burroughs & Depot Museums Parks Improvement Program Interstate MIs Tourism Promotion Plates Wayfinding Historic District Street Signs Wayfinding Gateway Sign	\$19,183.00 \$25,000.00	\$19,456.00 \$5,555.00 \$4,540.00	\$14,450.00 \$2,803.00 \$30,000.00	\$10,500.00
Ritzville Chamber of Commerce	Ritzville Chamber	Marketing Special Events & Tourism Tourism & Promotion Director Seasonal Support Staff Miss Ritzville Program	\$9,000.00 \$25,000.00 \$8,500.00 \$1,000.00	\$9,000.00 \$25,000.00 \$8,500.00 \$1,000.00	\$12,500.00 \$20,500.00 \$8,500.00	\$25,000.00
Ritzville Downtown Dev. Association	RDDA	Ritz Theater- Maintenance & Operation Advertising Weekly RDDA Special Events	\$28,600.00	\$13,116.00 \$3,600.00 \$4,000.00	\$22,916.00 \$3,000.00	\$21,007.00 \$6,600.00
Ritzville Festivals Association	Ritzville Festivals	Ritzville Community Float, Truck & Trailer Miss Lind Ritzville Bronco Days Main Ave Market Music Festival	\$8,000.00	\$8,000.00	\$7,000.00 \$1,000.00 \$8,000.00 \$4,000.00 \$8,000.00	\$5,000.00
Ritzville Museums	Ritzville Museums	Brochures Preserving Wheatland History Video and Streaming Camera at Depot Collector Souveniers Cornhole Play Event	\$1,105.27	\$2,000.00 \$1,193.94	\$1,300.00	\$6,980.00
Ritzville Rodeo Association	Ritzville Rodeo	Tourism Marketing/Event Operation	\$20,100.00	\$8,500.00	\$8,500.00	\$6,000.00
Ritzville United	Ritzville United	Bronco Days/Machines on Main Music On Main Hometown 4th of July	\$10,000.00 \$10,000.00 \$25,000.00	\$8,000.00 \$10,000.00		
Wheatland Community Fair	Wheatland Communities Fair	Advertising and Promotion	\$13,000.00	\$15,000.00	\$15,000.00	\$14,000.00
<b>TOTAL</b>			<b>\$203,488.27</b>	<b>\$146,460.94</b>	<b>\$167,469.00</b>	<b>\$95,087.00</b>

Approved Budget

\$183,000.00



## City of Ritzville Visitor Impact Grant

### City of Ritzville

Visitor Impact Grant Fund  
216 E Main Ave  
(509) 659-1930 • Julie.Flyckt@ritzville-wa.us

[Date]

[Recipient Name]  
[Organization Name]  
[Mailing Address]

### Re: Award Acceptance & Agreement – 2026 Visitor Impact Grant Fund

Dear [Recipient Name],

Congratulations! The City of Ritzville is pleased to inform you that your application for funding through the Ritzville Visitor Impact Grant Fund has been approved. This award reflects your project’s alignment with the City’s goal to promote tourism, community engagement, and positive economic impact for Ritzville and the surrounding area.

#### Award Details

Grant Program:	Ritzville Visitor Impact Grant Fund
Recipient Organization:	[Organization Name]
Project Title:	[Project Name]
Award Amount:	[\$Amount]
Award Year:	2026

#### Terms and Conditions

1. Funds must be used solely for the purposes outlined in the approved application. Any significant changes to the project scope, or budget must receive prior written approval from the City Clerk-Treasurer and Visitor Impact Grant Committee.
2. All awarded funds must be fully expended by December 31 of the award year. Any unused funds after this date will automatically revert to the City of Ritzville.
3. All reimbursement requests and required documentation must be submitted quarterly and no later than November 30<sup>th</sup> of the award year. If expenditures occur after November 30<sup>th</sup>, recipients must notify the Clerk-Treasurer prior to that date to make alternate arrangements or risk forfeiture of funds.

Reimbursements must include valid receipts or invoices aligned with the support document guide (Attachment A). proof of payment consistent with the approved budget AND be accompanied by approved board minutes, and City of Ritzville Reimbursement Form (Attachment B).

4. All marketing, signage, or materials related to the funded project must acknowledge the City of Ritzville as a funding source.

5. Per state requirements recipients must provide a final report capturing number of attendees to include overnight stays (Attachment C). Additionally, a brief report summarizing the project outcomes, visitor impact, and how funds were used must also be submitted (Attachment D). This report is due within 30 days of project completion. Incomplete reports will be sent back for proper completion and may factor into future funding considerations.

6. The recipient agrees to comply with all applicable local, state, and federal laws and to maintain records of expenditures for a minimum of three years for potential audit or review by the City of Ritzville at any point in time.

### Acceptance and Agreement

By signing below, the undersigned certifies that they have read, understand, and agree to the above terms and conditions and included attachments. Acceptance of this award constitutes a binding agreement between the recipient and the City of Ritzville.

Recipient Organization:

Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

City of Ritzville:

Clerk-Treasurer: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Thank you for your partnership and commitment to improving the visitor experience in Ritzville. We look forward to seeing your project's impact in our community.

Sincerely,

City of Ritzville

Visitor Impact Grant Committee

## City of Reimbursement Support Documentation Guide

### Purpose:

To ensure consistent, auditable documentation for all grant-funded expenditures submitted for reimbursement.

All reimbursement requests must be accompanied and supported by approved board minutes.

### Personnel Costs

Examples: Staff time, salaries, wages, benefits.

Required Documentation:

- Signed timesheets showing actual hours worked on the grant.
- Payroll register or paystub showing gross pay, taxes, and benefits.
- Benefits allocation or cost calculation summary.

### Contracted Services

Examples: Consultants, trainers, IT or maintenance vendors.

Required Documentation:

- Signed contract or agreement
- Invoice describing work performed and dates of service
- Proof of payment (check, ACH confirmation, or accounting ledger entry)

### Supplies & Materials

Examples: Office supplies, safety gear, tools, materials used for activities.

Required Documentation:

- Itemized receipt or vendor invoice
- Proof of payment (credit card statement, check copy, or accounting record)

### Travel

Examples: Mileage, lodging, meals, training travel.

All travel must follow GSA rates: [www.gsa.gov](http://www.gsa.gov)

Required Documentation:

- Approved travel request (if applicable)
- Mileage log or travel summary form
- Receipts for lodging and meals (or per diem documentation)
- Proof of payment

### Equipment

Examples: Equipment purchases over \$5,000 or with a useful life >1 year.

Required Documentation:

- Purchase order and vendor invoice
- Proof of payment
- Procurement or quote documentation

### **Other / Miscellaneous**

Examples: Training registrations, memberships, advertising, utilities.

Required Documentation:

- Invoice or receipt
- Proof of payment
- Explanation of how the cost supports the project

### **General Reminders**

- All documentation must clearly identify who, what, when, and why.
- Proof of payment must show date paid and amount paid.
- Incomplete submissions may delay reimbursement.
- Electronic submissions are acceptable if all documents are legible.

### **Reasonableness, Equity, and Conflict of Interest in Payments**

All reimbursements must be for actual, necessary, and reasonable costs directly related to the approved project.

Compensation for goods or services must be equitable and consistent with rates paid for similar services within the community or industry.

Any payments made to organizations or individuals with a personal, financial, or organizational connection to the applicant (e.g., staff, board members, family members, or affiliated entities such as bands, clubs, or vendors owned by the same organization) must include:

- A clear written justification showing that the cost is fair market value and not inflated due to the relationship.
- Documentation that demonstrates competitive or comparable rates, such as quotes, prior invoices, or other evidence.
- A signature of approval from another organization member not personally affiliated.

The City reserves the right to disallow or reduce reimbursement for any expense deemed excessive, inequitable, or inconsistent with federal, state, or local management standards. For questionable expenses, it is recommended to contact the City Clerk-Treasurer ahead of the expenditure.

## City of Ritzville Reimbursement Request Form

Organization: \_\_\_\_\_ Request #: \_\_\_\_\_

Project Name: \_\_\_\_\_ Total Amount Requested: \_\_\_\_\_

Reimbursement Period: \_\_\_\_\_ Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

*Please reference the support documentation guide for guidance on proper documentation support.*

### Expense Summary

Category	Description of Expense	Amount Requested	Required Supporting Documentation	Attached (Y/N)
Personnel – Wages			Timesheet, Payroll Register	
Personnel – Benefits			Payroll Register, Benefit Summary	
Contracted Services			Contract, Invoice, Proof of Payment	
Supplies & Materials			Receipts, Proof of Payment	
Travel			Travel Log, Receipts	
Equipment			Invoice, Proof of Payment, Procurement	
Other			Supporting Documents	

Total Reimbursement Requested: \$ \_\_\_\_\_

### Certification

I certify that all expenditures listed above are true, correct, and in compliance with the terms of the agreement. All required documentation is attached to include approved board minutes.

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

I certify that no payments included in this request were made to individuals or organizations with a financial interest in the applicant without proper documentation of fair and reasonable cost.



**City of Ritzville Visitor Impact Grant  
Project Summary Report Form**

**Grantee Organization:** \_\_\_\_\_

**Project Title:** \_\_\_\_\_

**Grant Award Year:** \_\_\_\_\_

**Grant Amount Awarded:** \_\_\_\_\_

**Grant Amount Expended:** \_\_\_\_\_

**1. Project Overview**

Provide a brief summary of the project, including goals and key activities. (Approx. 3–5 sentences)

**2. Outcomes & Accomplishments**

Describe measurable outcomes or achievements resulting from the project.

**3. Visitor Impact**

Explain how this project enhanced tourism, supported local businesses, or increased visitor engagement in Ritzville.

**Certification**

I certify that the information provided in this report is true and complete to the best of my knowledge.

**Authorized Representative:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Phone / Email:** \_\_\_\_\_