

CITY OF RITZVILLE
CITY COUNCIL AGENDA
April 16, 2024

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

CONSENT AGENDA

- Acceptance of the Agenda
- Acceptance of the Minutes:
April 2, 2024
- Approval of Payables:
\$277,641.20

5. PROCLAMATION
 - A. Arbor Day
6. ACTION AGENDA
 - A. Kragt 1008 S Palouse Street Variance Public Hearing, Ordinance No. 2179
 - B. City Comprehensive Plan Public Hearing, Ordinance No. 2180
 - C. Ritzville Festivals Bronco Day Street Closure Request
 - D. Development Code Phase 2 Update Agreement Amendment No. 1-SCJ Alliance
 - E. Ritzville Memorial Cemetery GIS Mapping Grant Agreement-Department of Archaeology and Historic Preservation
7. DISCUSSION AGENDA
 - A. Solar Project On-Site Meeting Reviews
 - B. Jan-March Financial Quarterly Report
8. CORRESPONDENCE
9. MAYOR UPDATES
10. DEPARTMENT UPDATES
 - A. City Attorney
 - B. Public Works
 - C. Police
 - D. Clerk/Treasurer
 - E. Fire
11. ADJOURNMENT

Call Information

1-253-215-8782 United States Toll

Meeting ID: 273 377 5980

Passcode: 1930

View Meeting Online:

<https://us02web.zoom.us/j/2733775980?pwd=SU14WTVqdGJpYnVMeEYzV1pJOEFOQT09>

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, Mike Schrag, Jen Verhey, Jessica Quinn, Garrett Blauert (on-line), and William Green. Staff members in attendance were Clerk-Treasurer Julie Flyckt, Deputy Clerk Treasurer II Michelle Asmussen, Public Works Director Dave Breazeale, City Police Chief Dave McCormick, City Attorney John Kragt, and City Fire Chief Joel Bell. Also, present were Linda Schrag, Courtney Green, Amy Galbreath, Derek & Susan Schafer, Brian Bothun, Charles Jingling, and Dale Brown from the Cheney Free Press.

ACCEPTANCE OF THE CONSENT AGENDA

Mayor Yaeger asked if there were any corrections or additions to the consent agenda. Council Member Mike Schrag made a motion to approve the consent agenda for April 2nd, 2024, as presented. 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, Mayor Yaeger moved on.

ACTION AGENDA

- A. Well 8R Pump Station Pay Estimate #3-POW Contracting, INC.**-Dave Breazeale stated the building was all framed up and had the detached part framed last week. Everything on the list has been done and Breazeale recommended approving the pay estimate. Council Member Michelle Plumb made a motion to approve Pay Estimate #3 for the Well 8R Pump Station Project to POW in the amount of \$179,643.33. Council Member Dennis Chamberlain seconded the motion. Motion passed 7-0.
- B. Analyze City's SDC Rate Agreement-Varela and Associates**-Council Member Michelle Plumb stated the public works committee discussed the agreement and it will be beneficial to have Varela perform tasks 1 & 2 before the city decides on anything regarding changes to the system development charges (SDC). The public works committee's recommendation is to approve the agreement if the city still has the budget for it. It was \$7,915 for task #1 updating facility costs & ERUs and Task #2 to update the Water & Wastewater System Development Charges Report for \$10,200. Mayor Yaeger stated there have been some things that have changed since the report was created. Some of the facility costs from 2015 have been covered by other things. Well 8R and the update in the distribution lines were paid half with loan and now we are working on the grant. Council Member Michelle Plumb made a motion to approve the Analyze City's SDC Rates using the updated demand data between Varela & Associates and the City of Ritzville for the amount of \$18,115 to be split evenly between the water and sewer funds. Council Member Mike Schrag seconded the motion. Motion passed 7-0.
- C. Ritzville Memorial Cemetery-Washington Trust for Historic Preservation Grant**-Council Member Michelle Plumb stated the council requested the mayor reach back out to DAHP to see if there was any additional funding available, and the funder waited to see if any other awardees were not going to use their award but there is no additional funding available. The grant is \$42,325 and the city will need to pay the difference of \$10,450 for the the plot optimization. Clerk-Treasurer Julie Flyckt stated the vendor called to get an update on the project and she asked if it would be beneficial to do all tasks at once and while they were flexible to do the first part now and then the other

part later, it is not what they recommended for us to do. Council Member Michelle Plumb made a motion to move forward with the Historic Cemetery Preservation Grant with the remainder for plot optimization of \$10,450 to be pulled from the Local Recovery Funds. Council Member Dennis Chamberlain seconded the motion. Motion passed 7-0.

- D. City Hall HVAC Replacement Bid**-Mayor Yaeger stated we received four bids from three different vendors. There are two HVAC units at city hall that are side by side in the furnace room. The vendor Polhamus provided two bids, one for a 95% and one for an 80% efficient unit. Kysar also gave us a bid for a 95% efficient unit for a total of \$48,996.47. The low bidder was Basin at \$24,910.32 for a 5-ton 95% efficient unit. That includes labor, parts, and compressor. Mayor Yaeger stated he and Public Works Director Breazeale reviewed the bids and recommended Basin Refrigeration with the 95% efficient unit. Council Member Dennis Chamberlain made a motion to accept the bid from Basin Refrigeration, Plumbing, Heating, Electric and Septic for \$24,910.32 out of the capital improvement program fund 301. Council Member Mike Schrag seconded the motion. Motion passed 7-0.
- E. Golf Course HVAC Replacement Bid**-Mayor Yaeger stated the same bidders for city hall provided bids for the Golf Course HVAC for a smaller unit. Mayor Yaeger and Public Works Director Breazeale's recommendation is to move forward with Basin Refrigeration for \$13,203.12. Council Member Michelle Plumb made a motion to approve the purchase of the 3-ton Carrier Brand 95% efficiency furnace from Basin Refrigeration for \$13,203.12 coming out of the capital improvement project fund 301. Council Member Dennis Chamberlain seconded the motion. Motion passed 7-0.
- F. 2015 Ford F550 Service Truck Repair Estimate**-Public Works Director Dave Breazeale stated when the council approved the purchase of the F-550 he took it to Spokane to Corwin to have it checked as there was a noise in the motor. There was a noise when it was purchased but the scan tool was used and it was driven, but everything turned out fine. There were no codes thrown on the scanner. The crew took it up to Corwin and they pulled the oil pan off and they said it was so sludgy like the oil had maybe been changed once or twice in its lifetime. The 5th and 6th cylinder were also bad. Corwin has provided a price breakdown of what it would cost to put a new engine in at \$21,133.38 and the engine is on backorder. The truck was purchased for \$60,000 and the cost of the motor will be \$21,000, which will total \$81,000. Council Member Michelle Plumb made a motion to approve \$21,133.38 from the ER&R fund for the new motor for the F-550. Council Member Mike Schrag seconded the motion. Motion passed 7-0.
- G. Gateway Sign Bid**-Council Member Michelle Plumb stated the public works committee discussed the bids during their last meeting. The estimate provided by the Image Group last year was around \$40,000. The 110 hotel motel tourism application award is \$30,000 for the sign and the beatification fund allotment is \$9,500 for the salt column and the wheat stalk. There were two bid responses for the fabrication and installation, but the second bid did not come in on time and was not complete. The Image Group came back with a bid that is quite a bit higher than stated last year. The Image Group responded that the aluminum spec creates a significant price increase along with the radius element compounds manufacturing requirements. The question is how to cover the difference if we want to move forward with the gateway sign. The public works committee recommended awarding Image Group \$78,650 for the gateway sign fabrication and installation. Council Member Plumb made a motion to award the

gateway sign installation to the Image Group and allow city staff to figure out the best funding source for the difference between the Beautification Innovia Fund and the Local Coronavirus Fund. Council Member Mike Schrag seconded the motion.

Motion passed 7-0.

- H. Chief of Police Hiring Wage Scale-** Mayor Yaeger stated he needs a wage range approved by council before moving forward with WASPC to start the Chief of Police recruitment. Mayor Yaeger and Chief McCormick provided data for 12 different cities to understand similar community salaries. The 12 cities average is \$114,000 per year. There were three different proposals provided for the council and they were discussed at the finance committee meeting. Mayor Yaeger requested the council provide approval of one of the proposed salary ranges so the city can advertise the position. Council Member Mike Schrag made a motion to approve the mayor to advertise the Police Chief's salary range from \$80,000-\$110,000. Council Member William Green seconded the motion. Council Members Michelle Plumb and Jessica Quinn Motion opposed. Motion passed 5-2.

DISCUSSION AGENDA

- A. Rural Transportation Townhall-** Mayor Yaeger stated he attended a meeting for rural transportation a few years ago and it was very good information, and recommended council attend if they have time.
- B. Comprehensive Plan, Land Use and Zoning Periodic Update-** Clerk-Treasurer Julie Flyckt stated at the last meeting Aren Murcar with SCJ Alliance presented the comp plan to the City Council, which was approved by the Planning Commission. Since that time, Murcar and Flyckt have met with the Department of Commerce regarding the plan. The City of Ritzville is in a partially planning county and it does not have to follow all the rules of the growth management act and is doing a mid-year update due to the increase in development. The SEPA notice has also been published for feedback and agency review. Greg Fig with Washington State Department of Transportation spoke to Flyckt and Mayor Yaeger about the plan and recommended on page 32 to update the LOS (level of service) from a C to a D. Mayor Yaeger stated a C is stricter and D is more rural setting, so he would suggest following this recommendation to change that LOS. Figg also had questions on the land use map and the zoning map as he noticed the urban growth area was different on those maps. Flyckt talked with Murcar about how the maps show a future urban growth area on the land use map and it is not the same on the zoning map. As a partially planning city, there is not an urban growth area requirement. Flyckt will request to update the maps to have the same urban growth area in the final comprehensive plan to be provided at the April 16th public hearing in front of council.

CORRESPONDENCE: The Planning Historic Commission Minutes from February 2024 and the Ritzville Public Development Authority letter informing council about a new board member was provided in the packets.

MAYOR UPDATES: Mayor Yaeger stated the estimate for the 1st Ave Street project was way over budget, and he spoke with Ardurra to provide a new engineer's estimate. He will then set up a meeting with the Public Works Committee to review 6th Ave and 1st Ave at the same time.

DEPARTMENT UPDATES

- A. **City Attorney**-John Kragt stated he is just working on a couple small projects.
- B. **Public Works**-Public Works Director Dave Breazeale stated he had contacted three companies for the Golf Course and City Hall window bids and two of them came last week and one will be here this week. The crew has started the irrigation on the 1st Ave for the street trees where the water line was tapped, the meter put in, but it is all rock, so the progress is slow. The golf course main line irrigation busted at the meter, and the crew had to cut that all out and repair it. There was a sewer line break on 1st Ave by Todd O'Brien's shop. Avista's contractor came in and while they were auguring out a hole, they hit a sewer line as it wasn't marked. They dug it out and the city fixed it. The guys turned the irrigation on for the USDA building today and the valve broke. The crew will have to dig it up and fix it. The crew also started reading meters today. Hopefully it will get done this week so the bills can go out next week. There is also a waterline tap request for one of the new houses on Alder.
- C. **Police**-Chief Dave McCormick stated on Easter morning quite a few citizens woke up to find their tires had been slashed. There were 19 separate reports, and at last count there were 30 tires that had actually been slashed. There were two officers working diligently on those reports. The police department was able to identify juveniles that were responsible. They were both interviewed and admitted their involvement. This month's schedule was very trying as one of the officers is going to be gone to a 40-hour FTO class, one is scheduled to have surgery on the 24th and will probably be out at least a week, one officer has a subpoena for a trial, and there are vacation requests.
- D. **Clerk/Treasurer**-Clerk Treasurer Julie Flyckt stated the new copy machine arrived today and it is larger because it has a folding tray. The clerk department tested folding with the billing paper, and it folds exactly on the fold line. The 2022 audit was started in October, and it has finally gone through the next level of review. There are two items that Flyckt has to update, then it will go into the exit interview phase. At the planning commission meeting next Wednesday there is a street vacation request for 1008 S. Palouse. If the planning commission is in favor of the street vacation, it will then come to the city council to hold a public hearing. After that public hearing, the council can approve the street vacation by ordinance.
- E. **Fire**-Fire Chief Joel Bell stated they have the hose testers coming in and they will do a pressure test on them for the insurance rating.

ADJOURNMENT-With no further comments or business to come before the council, Mayor Yaeger adjourned the remote and in person meeting at 8:29pm.

Michelle Asmussen, Deputy Clerk-Treasurer II



*** OFFICIAL PROCLAMATION ***

WHEREAS in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, *and*

WHEREAS this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, *and*

WHEREAS Arbor Day is now observed throughout the nation and the world, *and*

WHEREAS trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, *and*

WHEREAS trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, *and*

WHEREAS trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, *and*

WHEREAS trees — wherever they are planted — are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Scott Yaeger, Mayor of the City of Ritzville, do hereby proclaim April 26, 2024 as **ARBOR DAY** In the City of Ritzville, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, *and*

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

DATED THIS 16th day of April, 2024
Mayor _____

RESOLUTION NUMBER NO. 2024-03

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF RITZVILLE
APPROVING A 15 FEET VACATION OF PALOUSE STREET IN BLOCK 51 OF ADAMS
COUNTY LAND COMPANY ADDITION**

WHEREAS, an application submitted by John and Kellie Kragt has been filed with the Clerk and City Council of the City of Ritzville requesting to vacate 15 feet of Palouse Street in block 51 of Adams County Land Company Addition located within the corporate boundaries of the City of Ritzville; and

WHEREAS, the Planning Commission reviewed the application and has determined the vacation is in compliance with the Ritzville Comprehensive Plan and meets the requirements and intent of the Ritzville Municipal Code (RMC) pursuant to Chapter 11.235 Vacation and Alteration; and

WHEREAS, the planning committee has reviewed and made recommendation, pursuant to Chapter 11.245.090 RMC Type III, legislative review process; and

WHEREAS, the vacation is beneficial to the public health, safety, and welfare, and is in the public interest, now, therefore,

BE IT HEREBY RESOLVED that the Planning Commission of the City of Ritzville, Adams County, Washington, recommends to the City Council for the City of Ritzville as follows:

1. The Planning Commission recommends a hearing on said application shall be set for taking testimony and hearing evidence on the petition to consider the vacation application as set forth above.
2. The Planning Commission recommends approval of an ordinance to vacate the 15 feet of the street in block 51 of Adams County Land Company Addition pursuant to RCW 35.79, RCW 58.17.090.

PASSED by unanimous vote of the Planning Commission of the City of Ritzville this 10th day of April 2024.

Signed,



Rick Koss, Planning Commission Chair



Scott Yaeger, Mayor

Attest:



Julie Flyckt, Clerk-Treasurer

Completeness Review – Kragt Street Vacation

The City of Ritzville has reviewed the Kragt Street Vacation application for 1008 S. Palouse Street (parcel 1935230615109) and has determined the application is complete. The street vacation is for the purpose of vacating the 15 feet of Palouse Street, next to lots 9 & 10, block 51 for the Adams County Land Company addition to extend Kragt’s property line. The city would retain the 45 feet of Palouse Street.

Application Information

Application Received: 3/6/2024

Application #/Name: Kragt Street Vacation

Application type: Street Vacation

Petitioner/Owner: John and Kellie Kragt

Zoning: Single Family Residential (R-1)

Parcel #: 1935230615109

Location of Property: Lots 9 & 10, Block 51 & Vacated 11th Avenue, Adams County Land Company Addition to the town of Ritzville.

Pre-application conference date: N/A



RCC 11.235 Vacation and Alteration

11.235.010 Purpose.

The purpose of a vacation and alteration procedure is to allow for the deletion or alteration of a dedicated right-of-way or easement.

11.235.020 Action by review authority.

A. A vacation and alteration shall be subject to a Type III review consistent with RCC [11.245.090](#).

B. The city council at a public hearing may approve of a vacation and alteration request, with or without conditions, if all of the following findings of fact can be made in an affirmative manner:

1. The alteration to the previously approved subdivision is in compliance with the Ritzville Comprehensive Plan and this title.
2. The public use will be served by the alteration to the previously approved subdivision.

11.235.030 Approval and recordation.

After approval of an alteration request, a revised plat shall be filed with the county department of records upon receipt of the county's filing fee from the applicant.

STAFF REPORT

The administrator shall prepare a report and recommendation on the proposed amendment or action summarizing the comments and recommendations of city departments, affected agencies and special districts, and evaluating the amendment's consistency with the requirements of this title, the Ritzville Comprehensive Plan, other applicable city regulations, and applicable state and federal laws and regulations. The staff report shall include findings, conclusions, and proposed recommendations for the disposition of the development application.

Overview:

The right of way is located next to Lots 9 & 10, Block 51 of the Adams County Land Company Addition and the vacation will include 15 feet of the street right of way. The abutting properties include the Ritzville Golf Course and the Ritzville School District. The requested 15 feet is gravel, whereas the remainder of the street is paved. The property owners are requesting a vacation to formally recognize how the 15 feet has been maintained by them since they purchased the home in 2011 and to extend the boundary lines that have existed well before their time of owning the home.

1. **Water and Sewer Utilities:** The city water and sewer utilities are located in the alley, which is known as vacated 11th Street.

2. **Public Safety:** There are no access concerns from the fire department as the structures can be accessed from the city streets.
3. **Lack of Use:** The street is used by the property owners, city personnel and contractors to access the golf course and the maintenance shed. The reduced street width will not cause an issue with how the street is used today.
4. **Street Access:** There are no concerns from the city's public works and fire department about vacating 15 feet of the 60 feet street, as all buildings and structures can be accessed from the street.
5. **City Comprehensive Plan:** The city's current adopted comprehensive plan does not address street vacations. In the soon to be adopted city comprehensive plan, there is a goal to allow more flexibility for development of middle housing. While this project is not new housing, it provides the flexibility to add onto the current home.

RCC 11.245 Type III, Legislative Review Process

	Requirement	Status
A.	A Type III, legislative, review shall require a review and recommendation from the planning commission and a review including a public hearing before the city council.	Planning Commission completed their review on April 10, 2024. City Council Public Hearing is scheduled for April 16, 2024.
B.	The administrator shall prepare a report and recommendation on the proposed amendment or action summarizing the comments and recommendations of city departments, affected agencies and special districts, and evaluating the amendment's consistency with the requirements of this title, the Ritzville Comprehensive Plan, other applicable city regulations, and applicable state and federal laws and regulations. The staff report shall include findings, conclusions and proposed recommendations for the disposition of the development application.	See staff report above.

<p>C. The administrator shall schedule a public hearing before the city council as soon as possible after a determination is made that a completed application requires legislative review. Notice of the time and place of the hearing shall be published in the notice of application, in accordance with RCC <u>11.250.020</u>. A separate notice of public hearing shall be provided if the hearing date is not known at the time of the notice of application.</p>	<p>Public Hearing scheduled for April 16, 2024, in front of the City Council.</p> <p>Public notice published in the Adams County Journal April 3, 2024.</p>
<p>D. At the time and in the place appointed, the city council shall conduct a public hearing for the purpose of taking testimony, hearing evidence, considering the facts germane to the proposal, and evaluating the proposal for consistency with the requirements of this title and other applicable laws, plans and regulations.</p>	<p>Public hearing scheduled for April 16, 2024.</p>
<p>E. Whenever a proposed amendment to this title or other ordinance implementing the comprehensive plan, or an amendment to the comprehensive plan is considered by the planning commission, the commission shall prepare findings of fact supporting its action and transmit such findings to the city council with its recommendation for action.</p>	<p>Review occurred at the Planning Commission meeting on April 10, 2024, and Resolution 2024-03 was approved by the commission to recommend the city council conducts a public hearing and approval of an ordinance to vacate the 15 feet of the street.</p>
<p>F. A recommendation to the council shall be by the affirmative vote of not less than a majority of the total members of the commission. The approval shall be by a recorded vote, which shall incorporate the findings of fact and reasoning, and shall refer specifically to what is being amended.</p>	<p>Planning Commission approved Resolution 2024-03.</p>
<p>G. Upon receipt of a resolution by the planning commission with a recommendation of an ordinance, amendment to an existing ordinance, or an amendment to the comprehensive plan, the council shall conduct a public hearing for the purpose of taking testimony and hearing evidence on the proposal. The council's decision shall be based on the record established at the hearing and the facts described in the planning commission recommendation.</p> <p>1. Whenever the council makes a determination to modify or reject the planning commission findings of fact or</p>	<p>Public hearing scheduled for April 16, 2024.</p>

recommendations, it shall adopt its own findings of fact and statement setting forth the factors considered and its own analysis of findings considered by it to be controlling.

2. In the event of initiation of an amendment by the council, it shall refer the proposed amendment to the planning commission for consideration and recommendation prior to taking action. Only one public hearing (before the city council) shall be held prior to council action.

3. The council, before adoption, modification, or rejection of an amendment to this title, a zone change or a plan amendment, shall make findings of fact representing the official determination of the council and specifying the basis for the decision.

H. Action by the city council regarding the initial adoption of any official land use controls or ordinances, any subsequent amendment to official controls or any subsequent amendment to the comprehensive plan, shall be final and conclusive, unless within 21 days from the date of publication of the notice of decision, the original applicant or a party adversely affected by the decision makes proper application to a court of competent jurisdiction for a writ of certiorari, a writ of prohibition, a writ of mandamus, or other action as may be provided and allowed by law to review the action of the city council.

The council may adopt a street vacation ordinance after the public hearing is held.

RCC 11.250.020 Notice of Application

Requirement	Status
<p>A. Within 14 days of issuing a letter of completeness under RCC 11.245.040, the administrator shall issue a notice of application. The notice shall include but not be limited to the following:</p> <ol style="list-style-type: none">1. The name of the applicant;	<p>Letter of completeness issued, and notice sent to the newspaper for publication on March 29, 2024.</p>

2. Date of application;
3. The date of the letter of completeness;
4. The location of the project (address, assessor's parcel number(s), or legal description);
5. A description of the proposed project;
6. The requested approvals, actions, and/or required studies;
7. A public comment period not less than 14 nor more than 30 days;
8. Identification of existing environmental documents;
9. A city contact and phone number;
10. The date, time, and place of a public hearing if one has been scheduled;
11. A statement that the decision on the application will be made within 120 days of the date of the letter of completeness, or such additional time period as set forth in RCC 11.245.100(B);
12. A statement of the preliminary determination, if one has been made at the time of notice, of the development regulations that will be used for project mitigation and to determine consistency with this title;
13. SEPA determination, if known at the time of the notice.

B. The notice of application shall be distributed as follows:

1. Posted in at least three public buildings, at least 14 days, but not more than 30 days, prior to the hearing;

The notices were posted and mailed by April 5, 2024.

2. Publication at least 10 days before the date of a public meeting in the newspaper of general circulation;

3. If the proposed action is site-specific, notice shall be mailed to all property owners within 300 feet of the site, excluding right-of-way. The property owners shall be as shown on the most recent county assessor's records. The applicant shall provide addressed, prestamped envelopes.

11.250.030 Notice of public hearing.

A. If the public hearing date is not provided in the notice of application, a separate notice of a public hearing for all development applications shall be given as follows:

1. Publication at least 10 days before the date of a public meeting, hearing, or pending action in a newspaper of general circulation in the city; and

2. Mailing at least 10 days before the date of a public meeting, hearing, or pending action to all property owners as shown on the records of the county assessor and to all street addresses of properties within 300 feet, not including street rights-of-way, of the boundaries of the property which is the subject of the meeting or pending action. Addressed, prestamped envelopes shall be provided by the applicant; and

3. Posting at least 10 days before the meeting, hearing, or pending action in three public places where ordinances are posted and at least one notice on the subject property.

B. The public notice shall include a general description of the proposed project; action to be taken; a nonlegal description of the property or a vicinity map or sketch; the time, date and place of the public hearing and the place where further information may be obtained.

C. If for any reason, a meeting or hearing on a pending action cannot be completed on the date set in the public notice, the meeting or hearing may be continued to a date certain and no further notice under this section is required. (Ord. 2041 § 1 (Exh. A), 2010; Ord. 1024 § 11.06.053, 2001).

11.250.040 Notice of decision.

A. After a decision is made by the review authority, the administrator shall prepare a notice of decision that contains the following:

1. A description of the project or requested action and the location of the property.
2. A statement of any SEPA threshold determination.
3. A statement of the action taken by the review authority.
4. A statement that the action is final unless an appeal is submitted within the appeal period set by this title. The final appeal date shall be provided.
5. A statement describing the procedure for an appeal.
6. A statement that affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation.

B. The notice of decision shall be distributed as follows:

1. Publication of the notice in the official city newspaper of general circulation.
2. Mailing of the notice to the applicant or applicant's representative and to any person who, prior to the rendering of the decision, requested notice of the decision or submitted comments on the application.
3. Mailing of the notice to the county assessor's office.

ORDINANCE NO 2179

AN ORDINANCE OF THE CITY OF RITZVILLE, WASHINGTON VACATING 15 FEET OF PALOUSE STREET IN BLOCK 51, ADAMS COUNTY LAND COMPANY ADDITION TO THE CITY OF RITZVILLE.

WHEREAS, property owners John and Kellie Kragt submitted a petition for street vacation of 15 feet in Block 51, Adams County Land Company Addition to the City of Ritzville; and

WHEREAS, the City Council having provided notice and the public hearing having been conducted, all as provided by law, pursuant to RCW 35.79, RCW 58.17.090 and Ritzville Municipal Code 11.245.090 Vacation and Alteration; and

WHEREAS, the City Council otherwise fully conforming to the lawful procedures and having duly considered and determined the public use and interest in the requested vacation;

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

Section 1. Vacation. The 15 feet in Block 51, Adams County Land Company Addition to the City of Ritzville, according to the plat thereof of record in the office of the Auditor of Adams County WA, and all as more particularly shown on attached Exhibit "A", which is by this reference incorporated herein, are hereby vacated on the conditions stated herein.

Section 2. Ownership of Vacated Land. The vacated street, as more particularly described above, shall be conveyed, returned, and belong to John and Kellie Kragt, as the adjacent and surrounding property owners in accordance with the law and as more particularly shown on attached Exhibit "B" and Exhibit "C". Said conveyance shall be effective upon the recordation of this Ordinance with the Adams County Auditor as provided below.

Section 3. Reservation of Easements. The City of Ritzville hereby does not reserve or retain any easements as there are no public utilities located in the street.

Section 4. Effective date. This Ordinance shall take effect five days after publication, which publication shall take place only after the above conditions of vacation have been satisfied.

Section 5. Recordation. The City Clerk is directed to record this Ordinance with the office of the Adams County Auditor after this Ordinance becomes effective.

READ in open meeting;

PASSED by unanimous vote of the Council present: and
ORDERED PUBLISHED this 16th day of April, 2024.

Scott Yaeger, Mayor

ATTEST:

Julie Flyckt, Clerk-Treasurer

APPROVED AS TO FORM:

Mike Connelly, City Land Use Attorney

Publish Date: _____
Effective Date: _____

EXHIBIT A

SIGNATURE FORM

To the City Council of the City of Ritzville, WA:

We the undersigned petitioners request that the portion of street/alley in this application, be vacated or altered pursuant to RCW 35.79, RCW 58.17.090 and RMC 11.160. A map and legal description are attached, marked Exhibits B and C respectively. These exhibits show the affected territory and its relationship to the undersigned petitioners.


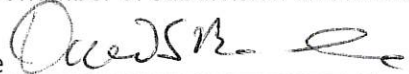
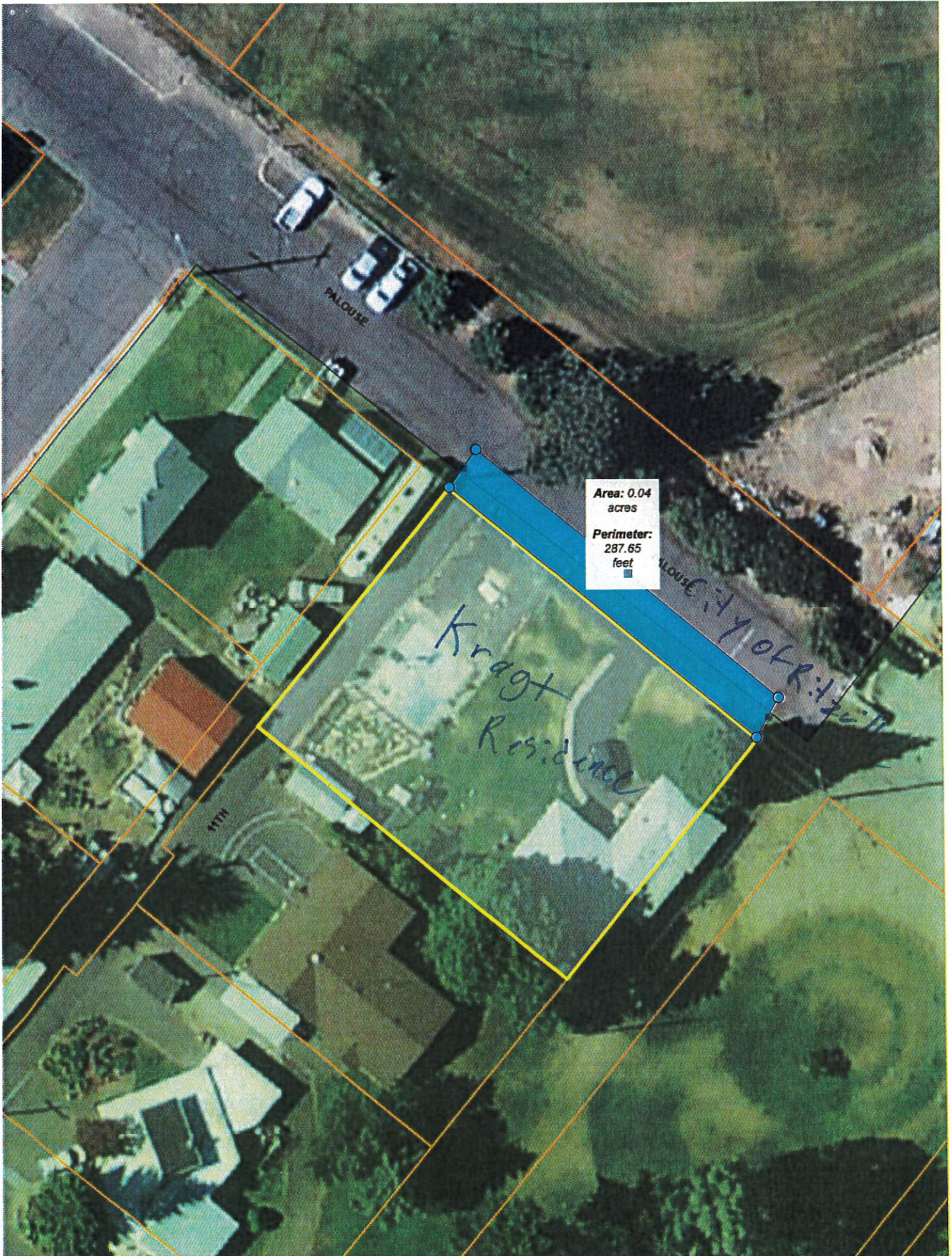
1. Printed Name John Kragt Signature 
Address 1008 S. Palouse, Ritzville WA 99169 Date 3-6-2024
Property Description 1935230615109, Lots 9 & 10 Block 51 & Vacated 11th Ave.
(Section and tax lot number of subdivision and lot number)
2. Printed Name City of Ritzville Signature 
Address 216 E Main, Ritzville, WA 99169 Date 29 MAR 24
Property Description Palouse Street
(Section and tax lot number of subdivision and lot number)
3. Printed Name _____ Signature _____
Address _____ Date _____
Property Description _____
(Section and tax lot number of subdivision and lot number)
4. Printed Name _____ Signature _____
Address _____ Date _____
Property Description _____
(Section and tax lot number of subdivision and lot number)
5. Printed Name _____ Signature _____
Address _____ Date _____
Property Description _____
(Section and tax lot number of subdivision and lot number)

EXHIBIT B

**MAP OF PROPOSED STREET/ALLEY TO BE
VACATED OR ALTERED**

PROPOSED VACATION/ALTERATION NAME _____ FILE NO. _____

*Please attach a map of proposed street/alley to be vacated to this section. Please also indicate and label ownership of abutting properties.



RECORD OF SURVEY
FOR
BOUNDARY LINE ADJUSTMENT
 PART OF THE S.E. 1/4 OF SECTION 23, T-19N, R-25E, W-1M,
 BEING A SURVEY OF LOTS 9 AND 10,
 BLOCK 61 OF ADAMS COUNTY LAND COMPANY'S ADDITION
 TO RITZVILLE, ADAMS COUNTY, WASHINGTON

LEGAL DESCRIPTION OF RECORD

LOTS 9 AND 10 OF ADAMS COUNTY LAND COMPANY'S ADDITION TO THE TOWN OF RITZVILLE, EXCEPT THE NORTHWESTERLY 1/2 OF BOTH LOTS CONVEYED TO THE CITY OF RITZVILLE FOR AN ALLEY, ACCORDING TO THE RECORD OF RECORD IN THE OFFICE OF THE AUDITOR OF ADAMS COUNTY, WASHINGTON.

ADJUSTED LEGAL DESCRIPTION

LOTS 9 AND 10 OF ADAMS COUNTY LAND COMPANY'S ADDITION TO THE TOWN OF RITZVILLE, EXCEPT THE NORTHWESTERLY 1/2 OF BOTH LOTS CONVEYED TO THE CITY OF RITZVILLE FOR AN ALLEY, ACCORDING TO THE PLAT THEREOF OF RECORD IN THE OFFICE OF THE AUDITOR OF ADAMS COUNTY, WASHINGTON.

TOGETHER WITH THAT PORTION OF VACATED 11TH AVE. LYING ADJACENT TO LOTS 9 AND 10, BLOCK 61 OF ADAMS COUNTY LAND COMPANY'S ADDITION TO THE TOWN OF RITZVILLE.

TOGETHER WITH 15.00 FEET OF THE RIGHT OF WAY OF PALOUSE ST. AS SHOWN ON THE PLAT THEREOF OF RECORD IN THE OFFICE OF THE AUDITOR OF THE TOWN OF RITZVILLE LYING NORTHWESTERLY AND CONTIGUOUS TO SAID LOT 10 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 9; THENCE S87°35'41"W A DISTANCE OF 114.20 FEET TO THE POINT OF BEGINNING; THENCE CONTAINING: N7°38'47"E A DISTANCE OF 114.82 FEET TO THE INTERSECTION OF THE NORTHWESTERLY CORNER OF SAID LOT 10 AND THE POINT OF BEGINNING; THENCE CONTAINING: N7°38'47"E A DISTANCE OF 114.82 FEET TO THE INTERSECTION OF THE NORTHWESTERLY CORNER OF SAID LOT 10 AND THE POINT OF BEGINNING; THENCE CONTAINING: N7°38'47"E A DISTANCE OF 114.82 FEET TO THE INTERSECTION OF THE NORTHWESTERLY CORNER OF SAID LOT 10 AND THE POINT OF BEGINNING; THENCE CONTAINING: N7°38'47"E A DISTANCE OF 114.82 FEET TO THE INTERSECTION OF THE NORTHWESTERLY CORNER OF SAID LOT 10 AND THE POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION IN CONFORMANCE WITH THE REQUIREMENTS OF THE WASHINGTON STATE BARNEY RECORDING ACT, AT THE REQUEST OF JOHN KRAUT ON OCTOBER 10, 2023.

CHRISTOPHER M. O'MALLEY
 REGISTRATION NO. 22020065
 PROJECT NO. 202178-1
 DATE: 02/20/2024

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____ AT _____ M. IN BOOK _____ OF _____ AT PAGE _____ AT THE REQUEST OF O'MALLEY GEOMATICS P.L.L.C.

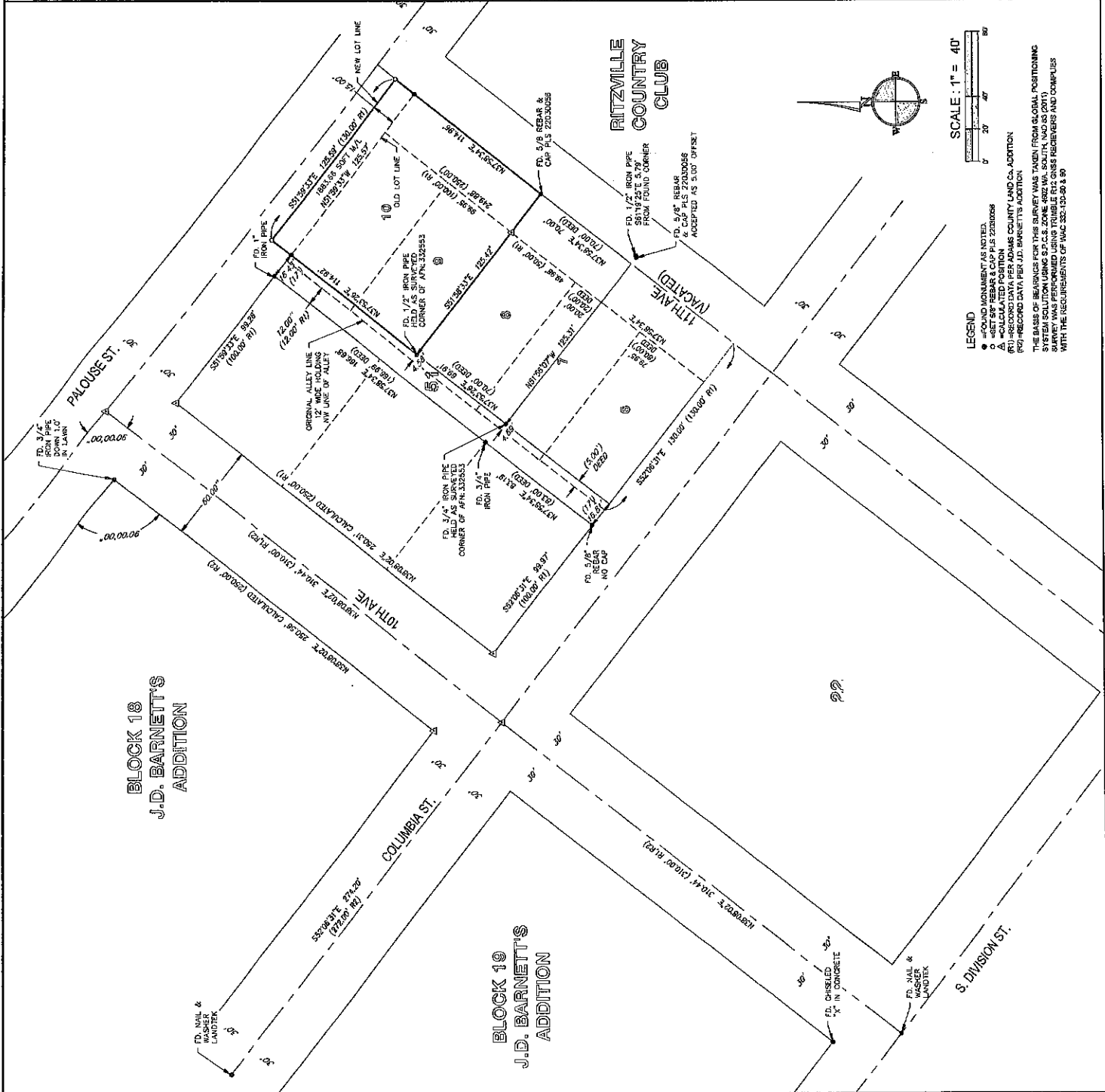
ADAMS COUNTY AUDITOR _____
 DEPUTY _____

CLIENT: KRAUT
 SITE: 1008 S PALOUSE ST. RITZVILLE, WA 99189

O'MALLEY
GEOMATICS
 LAND SURVEYORS

1030 N CENTER PARKWAY SUITE 10241
 KENNEWICK, WA, US 99336
 509.255.3906 | OFFICE@O'MALLEYGEOMATICS.COM

LAND SURVEYING - MAPPING - GIS





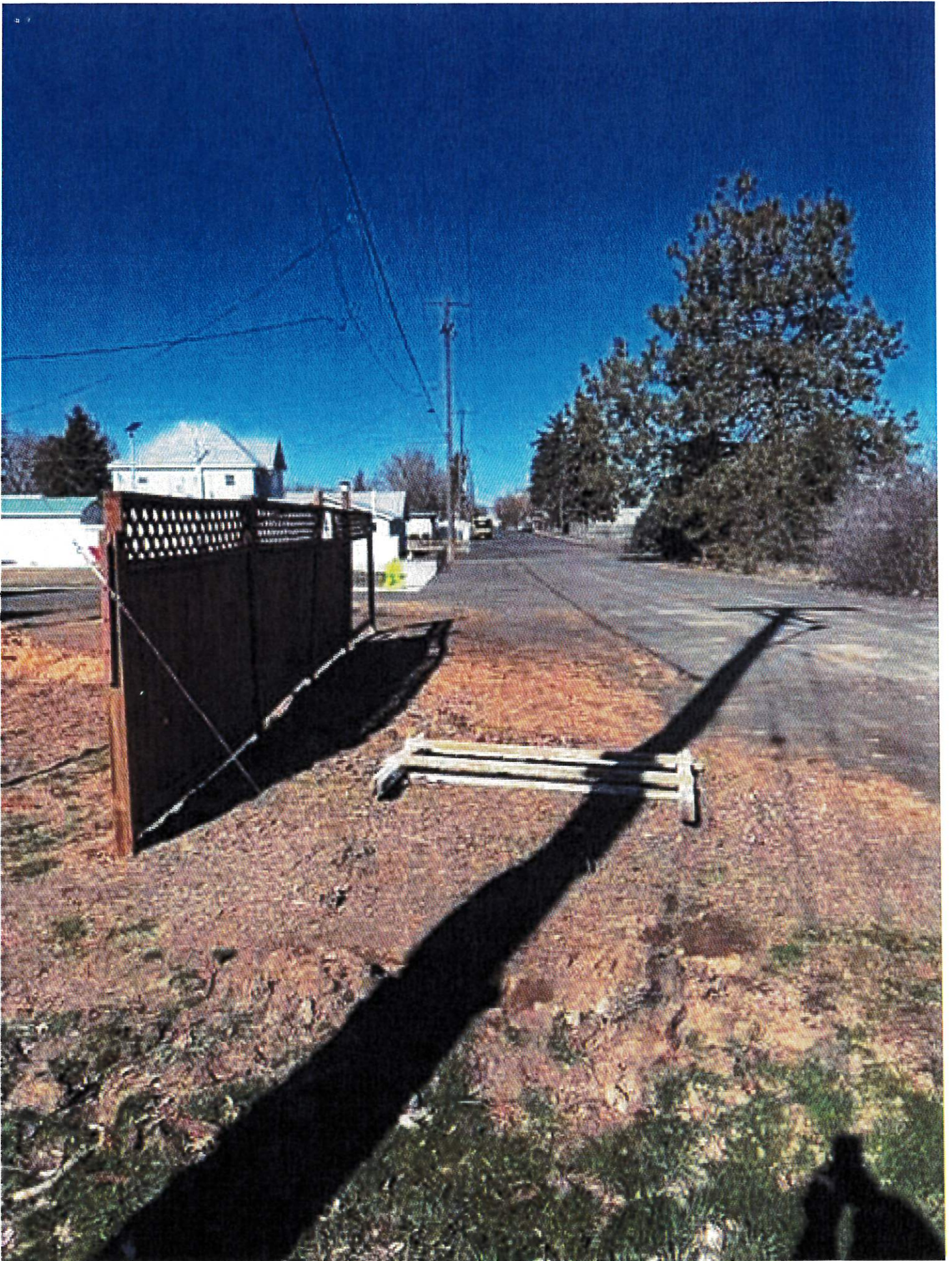


EXHIBIT C

FULL DESCRIPTION OF AREA TO BE VACATED OR ALTERED

PROPOSED VACATION/ALTERATION NAME _____ FILE NO. _____

*Please attach a full legal description of proposed area to be vacated.

The attached Legal description will show the 15 foot right away vacation that we are requesting. While I don't feel its necessary for the City to retain a right of way for ingress and egress as they will have the remaining 45 feet of the right of way, I am more than happy to reserve a right of way for the City. Our intention is to extend our property to the current boundaries that have existed since well before our time. I believe this is the simplest way to accomplish that goal for all parties.

The City has not maintained the 15 feet adjacent to our home since we purchased it in 2011 and it is currently graveled with gravel I have purchased. Our desire is to blacktop it to match the current right of way maintained by the City.

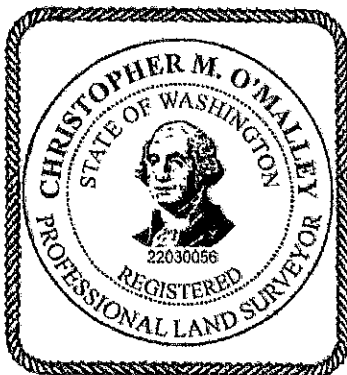
LOTS 9 AND 10 OF ADAMS COUNTY LAND COMPANY'S ADDITION TO THE TOWN OF RITZVILLE, EXCEPT THE NORTHWESTERLY 5 FEET OF BOTH LOTS CONVEYED TO THE CITY OF RITZVILLE FOR AN ALLEY, ACCORDING TO THE PLAT THEREOF OF RECORD IN THE OFFICE OF THE AUDITOR OF ADAMS COUNTY, WASHINGTON.

TOGETHER WITH THAT PORTION OF VACATED 11TH AVE. LYING CONTIGUOUS TO LOTS 9 AND 10, BLOCK 51 OF ADAMS COUNTY LAND COMPANY'S ADDITION TO THE TOWN OF RITZVILLE.

TOGETHER WITH 15.00 FEET OF THE RIGHT OF WAY OF PALOUSE ST. AS SHOWN ON THE PLAT OF ADAMS COUNTY LAND COMPANY'S ADDITION TO THE TOWN OF RITZVILLE, LYING NORTHEASTERLY AND CONTIGUOUS TO SAID LOT 10 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 9; THENCE ALONG THE NORTHWEST LINE OF SAID LOTS 9 AND 10, N37°53'26"E A DISTANCE OF 114.92 FEET TO THE NORTHEAST CORNER OF SAID LOT 10 AND THE POINT OF BEGINNING; THENCE CONTINUING N37°53'26"E A DISTANCE OF 15.00 FEET; THENCE S51°59'33"E, PARALLEL WITH THE NORTHEAST LINE OF SAID LOT 10, A DISTANCE OF 125.59 FEET; THENCE S37°58'34"W A DISTANCE OF 15.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 10; THENCE ALONG THE NORTHEAST LINE OF SAID LOT 10, N51°59'33"W A DISTANCE OF 125.57 FEET TO THE POINT OF BEGINNING.



Prepared by Christopher M. O'Malley PLS 22030056
03/01/2024



SUBDIVISION

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Guarantee/Certificate Number:

62242400116

CHICAGO TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

McGuire, DeWulf, Kragt & Johnson, P.S.

herein called the Assured, against actual loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth in Schedule A.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Chicago Title Company of Washington
9001 W. Tucannon Avenue, Suite 220
Kennewick, WA 99336

Countersigned By:

Dylan Strait
Authorized Officer or Agent



Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

ISSUING OFFICE:
Title Officer: Rose Hacker Chicago Title Company of Washington 9001 W. Tucannon Avenue, Suite 220 Kennewick, WA 99336 Main Phone: (509)735-1575 Email: Rose.Hacker@ctt.com

SCHEDULE A

Liability	Premium	Tax
\$1,000.00	\$350.00	\$30.45

Effective Date: January 9, 2024 at 08:00 AM

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matter relative to the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Title to said real property is vested in:

John M Kragt and Kellie M Kragt, husband and wife

subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

END OF SCHEDULE A

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 1935230615109

All of Lot 9 and 10, Except the Northwesterly 5 feet thereof, Block 51 Adams
County Land Company's Addition to the Town of Ritzville, according to the plat thereof of record in the
Office of the Auditor of Adams County, Washington;

TOGETHER WITH that portion of Vacated 11th Ave Adjacent by operation of law.

SCHEDULE B

1. Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax Identification No.: 1935230615109
Code Area No.: 21
Fiscal Year: 2023
Amount: \$2,150.22
Land: \$26,000.00
Improvements: \$141,100.00

2. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$172,000.00
Dated: June 26, 2019
Trustor/Grantor: John M Kragt and Kellie M Kragt, husband and wife
Trustee: Chicago Title Insurance Company
Beneficiary: Mortgage Electronic Registration Systems Inc. as nominee for Mountain West Bank, Division of Glacier Bank
Recording Date: July 2, 2019
Recording No.: 321747

3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: W. Bruce Wilsey and Maxine L Wilsey, husband and wife
Purpose: Right of way easement to locate, construct, entrench, maintain and operate a pipeline or lines
Recording Date: August 13, 1963
Recording No.: 95015

4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: W. Bruce Wilsey and Maxine L. Wilsey, his wife
Purpose: Pipeline
Recording Date: March 11, 1964
Recording No.: 98346

END OF SCHEDULE B

SIGNATURES AND NOTARY SEAL

I (We) certify that all of the above statements and statements on any documents or drawings submitted herewith are true to the best of my (our) knowledge and belief.

John M. Kragt
Name of Applicant

[Signature]
Signature of Applicant

3-6-2024
Date

SIGNATURES BY THE APPLICANT INDICATES THAT HE/SHE HAS READ AND UNDERSTANDS THE REQUIREMENTS OF THE STREET/ALLEY VACATION OR ALTERATION PROCESS AND THE CITY COUNCIL HEARING PROCESS.

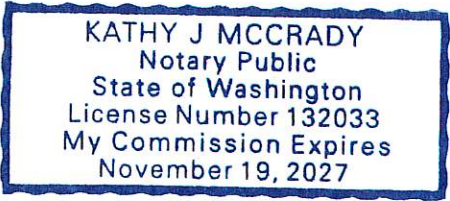
NOTARY

STATE OF Washington)

COUNTY OF Adams)

I, the undersigned, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY THAT John M. Kragt is/are personally known to me, that said person(s) appeared before me this day in person and severally acknowledged that he/she/they signed and delivered the forgoing owners authorization above as his/her/their free and voluntary act for the uses and purposes herein set forth.

Given under my hand and Notary Seal, this March 6 day, of 20 24.



[Signature]
Signature of Notary Public
Kathy J. McCrady

ORDINANCE NO. 2180

**AN ORDINANCE OF THE CITY OF RITZVILLE, WASHINGTON APPROVING
THE COMPREHENSIVE PLAN, LAND USE, AND ZONING
PERIODIC UPDATE**

WHEREAS, the comprehensive plan has been updated to guide the growth and development of the City of Ritzville for the next 20 years; and

WHEREAS, although communities in Adams County are not planning under the full provisions of the Growth Management Act (RCW 36.70A), the City of Ritzville has elected to update its comprehensive plan in a manner consistent with the requirements of the act as summarized in the plan; and

WHEREAS, a housing element was added to the comprehensive plan with data from the Housing Action Plan adopted in 2023, which shows the need for a variety of housing types for all income levels, with a specific focus on the need for senior and affordable housing; and

WHEREAS, a mixed use future land use type was added to the land use element of the comprehensive plan, which is intended to promote the development of integrated multi-use areas that permit a variety of residential types and compatible businesses in close proximity to each other; and

WHEREAS, pursuant to Ritzville Municipal Code (RMC) 12.04 State Environmental Policy Act (SEPA), the City of Ritzville, as the lead agency, published determination of non-significance on the 29th day of March 2024 as the comprehensive plan periodic update does not have a probable significant adverse impact on the environment and an environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c); and

WHEREAS, the Planning Commission conducted the first public hearing on the 13th day of March 2024 and, after soliciting, receiving, and evaluating public input and comment on the proposed update, has passed resolution no. 2024-02 and recommended City Council approval of this ordinance; and

WHEREAS, the Ritzville City Council has conducted a second public hearing the 16th day April 2024, pursuant to RCW 36.70A (the Growth Management Act [GMA] and RMC Chapter 11.25 [public notices]) on the proposed comprehensive plan periodic update, to review the Planning Commission recommendation and take public testimony; and

WHEREAS, the amendment to the comprehensive plan land use is beneficial to the public health, safety, and welfare, and is in the public interest;

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

Section 1: The City Council approves the adoption of the comprehensive plan, land use, and zoning periodic update, to wit:

See Exhibit "A" City of Ritzville Comprehensive Plan herein by this reference.

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

Section 3: This ordinance shall be in full force and effect five (5) days after passage and publication as provided by law.

READ in open meeting.

PASSED by unanimous vote of the City Council present, and,

ORDERED PUBLISHED this 16 day of April 2024.

Scott Yaeger, Mayor

Attest:

Approved as to form:

Julie Flyckt, Clerk-Treasurer

John Kragt, City Attorney

To: Mayor Scott Yaeger, Ritzville City Council, City Clerk and Chief of Police

From: Ritzville Festivals Association, Cory Bartlett Vice-President

Subject: Bronco Day Saturday, May 25th

RE: Street Closure Request

The Ritzville Festivals Association would like to request the following street closures for our Bronco Day event on Saturday May 25 from 7am-5pm:

1. Main Street from Adams to Washington (for car show and live music)
2. Washington from Main to Railroad (for seating/games/hay bales, walking tour of Railroad Depot, access to Eagles)

There will be a Bronco Day Parade at 11am which will last about 20 minutes or so. All of the car show vehicles will be asked to join in the parade which will start at the Legion Hall on Broadway and follow the same route as the Chamber parade Broadway to Jefferson to Main Street ending at the car wash on Columbia. We will need Main Street closed from Jefferson to Columbia for the parade time 11am-1130am.

Here are highlights for the day:

8am – Car show check in begins

9am – 3pm Car show (Car show awards at 2:30pm)

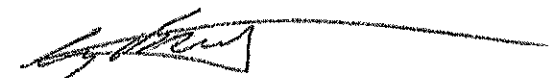
10am-4pm Live Music (3 bands with professional sound)

11am – Bronco Day Parade

9am-4pm – Games/Entertainment in Pioneer Plaza

D's on Main (former Circle T), the Main Event (Aimee Guiles place) and the Eagles will all be open serving food/drink to customers. The Senior Center has also been invited to open its doors on Saturday for this event. It has been suggested that the Eagles have a beer garden on this day.

Thanks,



Cory Bartlett



**AMENDMENT NO. 01
TO AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN**

Firm: Shea, Carr & Jewell, Inc (dba SCJ Alliance) ("SCJ")
Address: 8730 Tallon Lane NE, Suite 200, Lacey, WA 98516
Telephone: 360-352-1465
Fax: 360-352-1509

and

Client: City of Ritzville ("Client")
Address: 216 E Main Ave, Ritzville, WA 99169
Telephone: 509-659-1930
Fax: 509-659-0253
Email: Julie.flyckt@ritzville-wa

The terms and provisions of the Agreement for Professional Services apply herein unless otherwise specifically revised.

Date: April 2, 2024
Project Name: Ritzville Development Code Update
Project No.: 23-000954

Amendment Description and/or Reason:

Please see the attached SOW (ATTACHMENT A) for amendment details to create a new Phase 05 for a mixed-use code draft.

Contract Price		Time of Completion	
Original Contract:	\$ 10,000	Original Contract:	X
Prior Amendments:	\$ N/A	Prior Amendment:	X
This Amendment:	\$ 8,985	This Amendment:	X
Total Contract:	\$ 18,985		

Approved By:

SCJ Alliance

City of Ritzville

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A

Amendment 1

This amendment adds an additional phase (Phase 5) to the original SOW, in the amount of \$8,985, to help the City draft new development code sections allowing for mixed use development.

Phase 5: Mixed Use Code Draft

Develop a draft of a Mixed Use zoning code and a Mixed Use Planned Development code to allow for mixed use developments in Ritzville.

Task	Hours	Budget
City Staff Coordination	6	\$834
Coordinate with Grainery District	6	\$834
Draft code	32	\$4,250
Code workshop with PC/CC	8	\$1,136
Code revisions	8	\$1,097
Adoption	6	\$834
Total	66	\$8,985

Phase 5 Deliverables

- ◆ Up to 3 meetings with the Grainery District to provide input on mixed use code options
- ◆ Up to 6 check-in meetings with city staff.
- ◆ One code workshop with Planning Commission and/or City Council
- ◆ Drafts of a Mixed Use zoning code section and a Mixed Use Planned Development code section.

Total Budget

Phase	Budget
Phase 1	\$1,200
Phase 2	\$2,250
Phase 3	\$6,550
Phase 4	\$1,120
Phase 5	\$8,985
Total	\$18,985

Fund 106 Coronavirus Local Fiscal Recovery

Budget Update

4/15/2024

	2023	2024
Beginning Balance	\$462,162.00	\$344,249.79

Current Expenditures

Data Pro Solution-IT Services	\$22,746.94	\$0.00
Springbrook-Utility and Cash Receipting Systems	\$17,327.60	\$0.00
Springbrook-Financials and Payroll Systems	\$2,934.93	\$0.00
Owl Conferencing System	\$1,352.16	\$0.00
Etter, McMahon, Lamberson-Attorney Land Use	\$10,780.50	\$0.00
SCJ Alliance-On Call Services	\$9,769.50	\$2,995.50
SCJ Alliance-Comp Plan	\$13,158.41	\$5,765.51
SCJ Alliance-Development Code Update	\$0.00	\$3,949.25
Ardurra TIF Review	\$2,275.00	\$1,913.75
Ardurra Funding Assistance	\$20,396.25	\$1,240.00
Ardurra Development Review	\$0.00	\$4,355.00
Tree Board-1st Ave Project	\$17,170.92	\$12,614.26
	\$117,912.21	\$32,833.27

Ending Balance	\$344,249.79	\$311,416.52
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	Allocations	Current Remaining
Future Planned Expenditures		
Broadband Match	\$85,877.00	\$85,877.00

Projects-Estimated Year End Costs (2024)

Updating City Comprehensive Plan-SCJ Alliance	\$10,500.00	\$4,734.49
City Planning Services-SCJ Alliance	\$10,000.00	\$7,004.50
Land Use Services-Land Use Attorney	\$10,000.00	\$10,000.00
Updating Development Codes-SCJ Alliance	\$10,000.00	\$6,050.75
	\$40,500.00	\$27,789.74

Engineering Projects

TIF Review	\$5,000.00	\$811.25
Phase I Development Review	\$25,000.00	\$20,645.00
Funding Assistance	\$20,000.00	\$15,645.00
	\$50,000.00	\$37,101.25

Tree Board

1st Avenue Trees Project	\$60,000.00	\$30,214.82
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Cemetery Grant

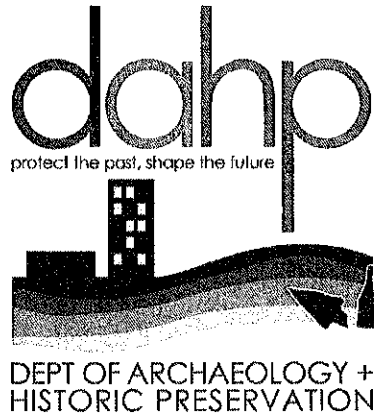
Cemetery Plot Inventory Optimization	\$10,400.00	\$10,400.00
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Gateway Sign

Gateway Sign Fabrication and Installation*	\$29,062.00	\$29,062.00
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*Submitted a request to the Innovia Foundaton to fund half this amount.

Current Allocated Balance Remaining	\$90,971.71
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Grant Agreement
Between
Washington State
Department of Archaeology and Historic Preservation
And
City of Ritzville

Grant No. **FY24-90009-001**
Grant Title: **Ritzville Memorial Cemetery**
Effective Date: **December 1, 2023**
End Date: **June 30, 2025**
Grant Amount: **\$42,325**

Grant Purpose

Provide support for the rehabilitation of the Ritzville Memorial Cemetery located in Ritzville, Adams County.

This agreement is made between The Department of Archaeology and Historic Preservation hereinafter referred to as the DEPARTMENT, and City of Ritzville hereinafter referred to as the GRANTEE.

Parties' Contact Information

DAHP Contact Person: Marivic Quintanilla | Contracts & Grants Manager
phone: 360-870-6383 | email: marivic.quintanilla@dahp.wa.gov

GRANTEE Contact Person: Julie Flyckt | City Clerk
phone: (509) 659-1930 | email: julie.flyckt@ritzville-wa.us



Section 1. Responsibilities of the Grantee

- A. The GRANTEE will perform or cause others to perform the work described in the "Scope of Work" (Attachment 2). Additional special conditions or specifics about the work required by this agreement, if any, are in attachments as enumerated and described in Section 2. The GRANTEE agrees to perform the work in accordance with any such special conditions or specifics.
- B. The GRANTEE understands that the work called for under this agreement must conform to state administrative requirements as they relate to the DEPARTMENT, and the GRANTEE agrees to comply with such requirements.
- C. The GRANTEE agrees to comply with the restrictions of lobbying with appropriated funds: No part of the money appropriated by any enactment of State Legislation shall, in the absence of express authorization by such, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner an elected official, to favor or oppose, by vote or otherwise, any legislation or appropriation by legislation, whether before or after the introduction of any bill or resolution
- D. The GRANTEE agrees to maintain records in a manner which will provide an audit trail to all expenditures reported to the DEPARTMENT. The GRANTEE agrees to keep these records for at least six years following the ending date of the grant. In the event that an audit of the GRANTEE or of the DEPARTMENT should take exception to any expenditure by the GRANTEE, the GRANTEE agrees to refund to the DEPARTMENT on demand the amount determined by the audit as due. In the event that the DEPARTMENT is required to institute legal proceedings to enforce this repayment provision, the DEPARTMENT shall be entitled to its costs thereof, including reasonable attorney's fees. When arranging for an audit, the DEPARTMENT should contact:

Julie Flyckt
216 E Main Ave
Ritzville, WA 99169

Phone: (509) 659-1930
Email: julie.flyckt@ritzville-wa.us

- E. The GRANTEE agrees to pay all the costs involved in carrying out the terms of this agreement prior to seeking reimbursement as provided for in Section 2. A. When seeking reimbursement, the GRANTEE will submit a completed reimbursement form in writing to the DEPARTMENT and provide such supporting documents as an affidavit of publication for newspaper advertising soliciting bids, contracts, photocopies of canceled checks and invoices, and other documents as may be requested by the DEPARTMENT. The DEPARTMENT will provide the GRANTEE with the reimbursement form and guidelines for financial reporting procedures. The GRANTEE agrees to submit its request for



reimbursement within thirty (30) days following completion of the work.

- F. The GRANTEE agrees to provide the DEPARTMENT with a completion/project report acceptable to the DEPARTMENT. The GRANTEE will submit this on or before the end date of this grant. The GRANTEE agrees that the DEPARTMENT shall have the right to withhold all or part of the funds under this grant pending receipt of an accepted completion/project report. Michelle Thompson, DEPARTMENT Architectural Historian shall have acceptance approval or denial of the completion/project report.
- G. The GRANTEE agrees that the "Budget" (Attachment 1) shall be a financial guide for the work called for by this agreement. The GRANTEE may exceed the budgeted amounts, but this shall in no way obligate the DEPARTMENT for a greater amount than the Grant Amount. If the GRANTEE should spend less than the budgeted amount on an object or element in the Budget, the DEPARTMENT may either reduce its obligation proportionately or it may terminate this agreement. The GRANTEE agrees to maintain records which will render an accurate accounting of each element or object in the Budget. The actual expenditures for the amounts reflected in the Budget may vary by 15 percent without requiring an amendment to this grant agreement.
- H. The GRANTEE agrees that the DEPARTMENT shall have the right to terminate this agreement if the GRANTEE shall fail to fulfill in a timely and proper manner its obligations under this agreement or if the GRANTEE shall violate any of the covenants, conditions, or stipulations of the agreement. In case of such termination by the DEPARTMENT, the GRANTEE agrees to return to the DEPARTMENT within thirty (30) days of the effective date of termination, any payments made by the DEPARTMENT to the GRANTEE under the terms of this agreement or any portion of such payments as may be directed by the DEPARTMENT.
- The GRANTEE agrees to submit evidence of completion of all work elements identified in the Scope of Work on or before the grant end date. GRANTEE acknowledges and understands that final work elements which do not conform to the terms and conditions of this agreement will not be reimbursed.
- I. The GRANTEE will maintain regular contact with the DEPARTMENT regarding the progress of the grant project. The GRANTEE agrees that the DEPARTMENT shall have the right to monitor the work called for by this agreement.
- J. The GRANTEE agrees that it, its agents, officers and employees, and any other person or entity performing any work under this agreement, are independent contractors and not employees of the State of Washington ("State").



- K. State funds are the basis for this agreement. The GRANTEE certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any State department or agency. Should for any reason the State funds which are the basis for this agreement become withdrawn, reduced, or not appropriated by legislation the agreement may be terminated without penalty to the DEPARTMENT.
- L. To the fullest extent permitted by law, GRANTEE shall indemnify, defend and hold harmless the State, agencies of the State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the agreement. GRANTEE's obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE's agents, employees, representatives, or any subcontractor or its employees.

GRANTEE expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to GRANTEE's or any subcontractor's performance or failure to perform the Agreement. GRANTEE's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The parties shall make every effort to resolve disputes arising out of, or relating to, this agreement through discussion and negotiation.

Should discussion and negotiation fail to resolve a dispute arising under this agreement, the parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by each party and a third party mutually agreed upon by the parties. The team shall attempt, by majority vote, to resolve the dispute.

- M. The GRANTEE agrees to provide or purchase industrial insurance coverage, as applicable, prior to performing work under this agreement. The DEPARTMENT will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this GRANTEE, or any sub-grantee or employee of the GRANTEE, which might arise under the industrial insurance laws during performance of work under this agreement. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result to work performed under this agreement, those payments shall be made by the GRANTEE; the GRANTEE shall indemnify the DEPARTMENT and guarantee payment of such amounts.
- N. The GRANTEE agrees to include written acknowledgment of The Department of Archaeology and Historic Preservation support for all grant-related publications and public information materials including audio-visual and workshop materials.



- o. The GRANTEE agrees to any additional conditions as may be identified in amendments under Section 3 and attached to this agreement.
- p. There shall be no discrimination against any person employed by the GRANTEE in connection with work covered by or related to this agreement, or against any applicant for such employment, because of race, creed, color, sex, age, marital status, national origin, the presence of any sensory, mental, or physical handicap, or any other condition as set forth Chapter 49.60 RCW. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation and selection for training. The GRANTEE shall insert a similar provision in all subcontracts for services covered by this agreement.

During the performance of this agreement, the GRANTEE shall comply with all federal and state nondiscrimination laws, regulations and policies.

- q. In accordance with legislative findings and policies set forth in Chapter 39.19 RCW the GRANTEE is encouraged in the participation and use of Minority and Women's Business Enterprise firms certified by OMWBE.
- r. The GRANTEE agrees to a \$0.00 match of funds. One hundred percent (100%) being the full amount of the let grant amount, zero percent (00%) being the match amount by the GRANTEE. Further, the GRANTEE agrees that any match specifically identified to this grant agreement by the GRANTEE the GRANTEE will not claim match directly earmarked or identified for this agreement as match for any other grant, agreement or contract. The DEPARTMENT has first and exclusive claim to match provided by the GRANTEE to this agreement as indirect eligible match to the National Park Service, Historic Preservation Fund awarded to the DEPARTMENT.

DEPARTMENT: Grant Amount: \$42,325.00

GRANTEE: Minimum Grant Match Amount: \$0.00

Section 2. Responsibilities of the DEPARTMENT

- A. The DEPARTMENT agrees to reimburse the GRANTEE one hundred (100) percent of its actual authorized expenditures for the purpose of this agreement, provided:
 - (1) The total paid by the DEPARTMENT shall not exceed the amount stipulated in the "Budget" (Attachment 1) as DEPARTMENT share.
 - (2) All expenditures were incurred between the beginning and ending dates of the grant.



- (3) No expenditures have been previously claimed in any other grant from any agency of the state or federal government.
 - (4) The DEPARTMENT has authority to expend the funds required to meet the obligations contained herein.
 - (5) The GRANTEE has met all requirements contained in this agreement.
 - (6) The DEPARTMENT will accept as match expenditures presented by the GRANTEE on rehabilitation projects completed in accordance with the Secretary of Interior's Standards for the Rehabilitation of Historic Properties that were completed on or after July 1 of the year 2023 and prior to the effective date of this contract.
- B. The DEPARTMENT agrees to consider requests from the GRANTEE for progress payments if, in the DEPARTMENT'S judgment, the public interest will be served by doing so and if such payments are administratively practical and provided appropriated funds are available for which to issue a progress payment.
- c. The DEPARTMENT may unilaterally terminate all or part of this contract, or may reduce its scope of work and budget, if there is a reduction in funds by the source of those funds, and if such funds are the basis for this contract.

The following attachments are hereby incorporated into and made a part of this agreement.

- Attachment 1 "Budget", consisting of one page.
- Attachment 2 "Scope of Work", consisting of one page.
- Attachment 3 "State Form A19-1 Invoice Voucher" to be used as basis for billing, consisting of one page.
- Attachment 4 "Heritage Cemetery Grant Special Terms and Conditions" consisting of one page.



Section 3. Amendments

This grant agreement may only be amended if such amendment is in writing (with the exception of the 15% variance for actual expenditures identified in Section 1.G), agreed to and signed by all the parties, and attached hereto.

DEPARTMENT:
Department of Archaeology
and Historic Preservation

GRANTEE:
City of Ritzville

By: Allyson Brooks Ph.D.
Its: Director

By: Julie Flyckt
Its: City Clerk

Date

Date



Attachment 1
BUDGET

Construction Costs:	STATE Dollars	Hard Match	Soft Match	Total
Restoration & Preservation	\$42,325	\$0	\$0	\$42,325
Totals	\$42,325	\$0	\$0	\$42,325

State of Washington • **Department of Archaeology & Historic Preservation**
P.O. Box 48343 • Olympia, Washington 98504-8343 • (360) 586-3065
www.dahp.wa.gov



Attachment 2
SCOPE OF WORK

The GRANTEE shall perform or shall cause to perform the following procedures as related to potential ground disturbance prior to project work beginning:

Based on the work description, no permit from DAHP or inadvertent discovery protocol is required.

The GRANTEE shall perform or shall cause to perform the following project scope of work:

1. Restoration And Preservation

- a. Hire a qualified contractor with experience working in historic cemeteries for basic cemetery mapping services to include: GPR Scanning- Discovery and verification of sub-surface features; GPS Collection- GPS data collection, and geo-referenced image data collection; and GIS Post Processing- WebMap generation, and develop cartographic large-format prints.
- b. Provide final GPR results to DAHP via a report, map, and/or shapefiles.

The GRANTEE shall provide final architectural/construction drawings and/or designs for the work noted above to the Washington Trust for Historic Preservation to ensure compliance with the stated plans before work begins. For signage, please provide specifications/details on the proposed products before purchase and installation.



Attachment 3

STATE FORM: A-19 INVOICE VOUCHER

Attached on the next page.

State of Washington • **Department of Archaeology & Historic Preservation**
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www.dahp.wa.gov



Attachment 4
HERITAGE CEMETERY GRANT SPECIAL TERMS AND CONDITIONS

- 1) Grantee agrees to record a Historic Preservation Easement in a form as specified by the Department.
- 2) Grantee agrees to proactively maintain the Heritage Cemetery for a minimum of ten (10) years, in accordance with the terms of this Grant Agreement. If within a period of ten (10) years, action is taken with respect to the Heritage Cemetery which causes it to be no longer eligible for listing in the Washington Heritage Register or the Washington State Heritage Cemetery Register, grant funds shall be repaid in full within one year.
- 3) If the Heritage Cemetery is not visible from a public right of way, Grantee agrees to provide public access to the exterior of the Heritage Cemetery under reasonable terms and conditions, as set forth in Laws of 2007, Chapter 333, codified as RCW 27.34.
- 4) All work must comply with the United States secretary of the interior's standards as set forth in the Grant Agreement, provided, however, that exceptions may be made for retention or installation of metal roofs. Such exceptions shall be made on a case-by-case basis at the sole discretion of the Department.
- 5) The Heritage Cemetery Preservation Fund ("Fund") shall be acknowledged on any materials produced and in publicity for the work performed under this Grant Agreement. Grantee agrees to post a sign acknowledging the Fund at the worksite for the duration of this Grant Agreement.



2024 BUDGET POSITION TOTALS

City Of Ritzville

Months: 01 To: 03

Time: 14:34:32 Date: 04/15/2024

Page: 1

Fund	Revenue Budgeted	Received		Expense Budgeted	Spent	
001 Current Expense	1,513,847.00	298,552.01	80.3%	1,502,256.00	368,647.71	75%
002 Criminal Justice Monies	3,533.00	888.78	74.8%	3,000.00	119.98	96%
003 Law And Justice	32,000.00	9,223.61	71.2%	54,900.00	2,144.59	96%
004 Cemetery	132,773.00	4,515.77	96.6%	128,720.00	14,670.80	89%
006 City Memorial Fund	0.00	0.00	100.0%	850.00	0.00	100%
007 Pda Agency Fund	0.00	0.00	100.0%	5,434.00	5,000.00	8%
103 City Streets	1,444,258.00	68,006.52	95.3%	1,579,195.00	88,281.20	94%
105 City Beautification	45,500.00	0.00	100.0%	53,200.00	0.00	100%
106 Coronavirus Local Fiscal Recovery	0.00	0.00	100.0%	349,729.00	27,573.34	92%
110 Performing Arts/tourism	153,680.00	18,730.83	87.8%	172,469.00	14,840.65	91%
112 Cumulative Reserve/rev Stab	4,838.00	116.52	97.6%	0.00	0.00	100%
120 Police Investigative Fund	500.00	0.00	100.0%	500.00	0.00	100%
121 Public Safety Tax	78,400.00	21,542.62	72.5%	94,363.00	21,995.29	77%
122 Utility Tax Fund	191,300.00	41,661.75	78.2%	150,000.00	0.00	100%
301 Capital Improvement Program	33,489.00	2,684.30	92.0%	166,400.00	0.00	100%
302 General Captial Projects	88,500.00	0.00	100.0%	88,500.00	0.00	100%
304 Law & Justice Contributions	500.00	0.00	100.0%	500.00	0.00	100%
305 Tree Board	3,000.00	2,500.00	16.7%	4,500.00	0.00	100%
307 Cemetery Reserve	2,210.00	74.35	96.6%	20,000.00	0.00	100%
401 Water	3,647,117.00	628,459.95	82.8%	4,028,297.00	743,705.66	82%
402 Water Reserve	79,288.00	111.53	99.9%	0.00	0.00	100%
403 Sanitation	432,958.00	102,979.57	76.2%	432,237.00	98,078.24	77%
404 Sanitation Retainage Fund	1.00	0.19	81.0%	0.00	0.00	100%
408 Sewer	820,470.00	234,950.95	71.4%	866,128.00	180,507.27	79%
409 Sewer Reserve	50,252.00	205.44	99.6%	0.00	0.00	100%
410 Helping Others	400.00	0.00	100.0%	500.00	0.00	100%
424 Utility Deposit	6,400.00	0.00	100.0%	11,500.00	0.00	100%
425 Doe Debt Service	220,000.00	0.00	100.0%	243,300.00	112,053.75	54%
500 Equipment Rental & Revolving	337,410.00	371.79	99.9%	363,074.00	0.00	100%
	9,322,624.00	1,435,576.48	84.6%	10,319,552.00	1,677,618.48	83.7%