



City Council Regular Meeting Agenda

Tuesday, April 08, 2025 at 6:00 PM

9103 E Frederick Ave.

www.youtube.com/@cityofmillwood

1. CALL TO ORDER & ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. APPROVAL OF MEETING AGENDA
4. LOCAL AGENCY REPORTS/PRESENTATIONS
5. OTHER PRESENTATIONS
6. PUBLIC COMMENTS CONCERNING ACTION ITEMS

In compliance with the requirements of the Washington State Open Public Meetings Act (OPMA) the City accepts public comments concerning agenda items proposed for final action by the City Council ("Action Items"). Written public comments are accepted up to 24 hours prior to this meeting by (1) USPS mail to: City of Millwood, 9103 E Frederick Avenue, Millwood, WA 99206; (2) electronic mail to comments@millwoodwa.us, or; (3) direct at City Hall. All received comments are distributed to the City Council, Mayor, and City Staff prior to this meeting for review and consideration before action.

7. EXECUTIVE SESSION (if necessary)

8. ACTION ITEMS FOR FIRST READING

- a. [Professional Services Agreement - WSDOT Local Agency A&E Professional Services Consultant Agreement - Welch-Comer Bid & Construction Services, Argonne Project \(Consideration Requested\)](#)
- b. [Special Event Permit Application - West Valley Education Foundation](#)
- c. [RESOLUTION 2025-03 Aquifer Protection Area -2025 Ballot Measure \(Consideration Requested\)](#)
- d. [RESOLUTION 2025-04 Historic Preservation Commission Meeting Schedule](#)

9. ACTION ITEMS FOR CONSIDERATION

- a. [Consent Agenda](#)
[\(1\) March 11, 2025 City Council Regular Meeting Minutes, \(2\) March 18, 2025 City Council Special Meeting Minutes, \(3\) March 26, 2025 City Council Special Meeting Minutes, \(4\) March 2025 Treasurer's Report, \(5\) March 2025 Claims, \(6\) March 2025 Payroll and \(7\) Historic Preservation Commission Chair Kris Major submits Colleen Kirsten and Alex Brannin for reappointment to the Historic Preservation Commission.](#)
- b. [Special Event Permit Application - Millwood Farmers Market 2025](#)
- c. [Empire Traffic Calming](#)

- d. [ORDINANCE #544 Section 17.04/17.040.35 \(Adoption by Reference\) Spokane Co. Off-Street Parking & Loading Standards](#)

10. REPORTS (no action)

- a. [Treasurer - Debb Matkin](#)
- b. [Clerk/Public Records and Code Enforcement – Lisa Cassels](#)
- c. [Public Works - Kyle Schiewe](#)
- d. [Utilities - Matt Erdahl](#)
- e. [Planning - Amanda Tainio - Upward 7 Consulting](#)
- f. Legal - Brian Werst - Witherspoon Brajcich McPhee, PLLC
- g. Mayor - Kevin Freeman

11. COUNCIL INFORMATION (no action or discussion)

- a. [SCSO - Intelligence Report - February 2025](#)
- b. [Deputy Ball Report - Jan/Feb 2025](#)

12. PUBLIC REMARKS

Public Remarks are an opportunity for citizens to address the Council, either in-person or by submitting their remarks to remarks@millwoodwa.us. We ask that in-person speakers limit themselves to two minutes and follow the Citizen Participation Guidelines Policy as posted on the City of Millwood website www.millwoodwa.us/government#CityCouncil or available at City Hall prior to this meeting.

13. COUNCIL REMARKS

14. ANNOUNCEMENTS

15. SET NEXT MEETING - City Council Regular Meeting - May 13, 2025 at 6:00 pm.

16. ADJOURNMENT

File Attachments for Item:

a. Professional Services Agreement - WSDOT Local Agency A&E Professional Services Consultant Agreement - Welch-Comer Bid & Construction Services, Argonne Project (Consideration Requested)

Local Agency A&E Professional Cost Plus Fixed Fee Consultant Agreement

Section 8, Item a.

Agreement Number:

Firm/Organization Legal Name (do not use dba's): Welch Comer & Associates, Inc.		
Address 330 E. Lakeside Ave, Ste. 101	Federal Aid Number CM 4041(016)	
UBI Number 601396799	Federal TIN or SSN Number 8-0412565	
Execution Date	Completion Date	
1099 Form Required ☐ Yes ☒ No	Federal Participation ☒ Yes ☐ No	
Project Title Argonne Road, Empire to Liberty Congestion Relief		
Description of Work Widen Argonne Road and add left turn lanes at Frederick, Empire, Dalton and Liberty. It also upgrades traffic and RR signals at Euclid/Empire and Liberty.		
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☒ No DBE Participation ☒ No MBE Participation ☒ No WBE Participation ☒ No SBE Participation	Total Amount Authorized: 511,720 Management Reserve Fund: Maximum Amount Payable:

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase - N/A
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number:

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) AGREEMENT, between the City of Millwood hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Kyle Schiewe
 Agency: City of Millwood
 Address: 9103 E. Frederick
 City: Millwood State: WA Zip: 99206
 Email: publicworks@millwoodwa.us
 Phone: 509-924-0960
 Facsimile: 509-927-2867

If to CONSULTANT:

Name:
 Agency:
 Address:
 City: State: Zip:
 Email: mgillis@welchcomer.com
 Phone: 208-664-9382
~~Facsimile:~~ mschmidt@welchcomer.com
 DMCS:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

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V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

- A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.
1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
 2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.
A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.
Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.
The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.
 3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

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4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Section 8, Item a. and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
 5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
 6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

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- D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for review by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

Compensation Act on behalf of said employees or other persons while so engaged, and any and all compensation payable by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- American with Disabilities Act of 1990
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

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date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

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XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

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Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administrative construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Kyle Schiewe
 Agency: City of Millwood
 Address: 9103 E. Frederick
 City: Millwood State: WA Zip: 99206
 Email: publicworks@millwoodwa.us
 Phone: 509-924-0960
 Facsimile: 509-927-2867

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of a third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars (\$100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

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Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings,

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tabulations, computations, summaries, inventories, and writings regarding conferences, conversation telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

Signature



Date

03/06/2025

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

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Exhibit A - Scope of Work
City of Millwood
Argonne Road, Empire to Liberty Congestion Relief
Design Phase Services
STP ID #WA-09830

PROJECT DESCRIPTION

- OWNER: City of Millwood
- ENGINEER: Welch Comer Engineers
- PROJECT: Argonne Road, Empire to Liberty Congestion Relief
- PROJECT DESCRIPTION: Owner desires to widen Argonne Road and add left turn lanes at Frederick, Empire, Dalton and Liberty. It also upgrades traffic & RR signals at Euclid/Empire and Liberty.

TASK 1 – FINAL DESIGN & PS&E

1.1 Final Plan Submittal

- 1.1.1 New Design Elements: Resulting from a public involvement process, the ENGINEER will execute design changes and feasibility analyses, including: sound/debris wall design/estimating, changes to roadway alignment near Liberty, transit stop redesign and coordination with STA, driveway approach modification, and lane width reduction and sidewalk width increase near Frederick.
- 1.1.2 Additional Coordination with IEP: Engineer to provide additional coordination with IEP regarding ROW acquisition, litigation, and design elements.
- 1.1.3 PS&E Submittal: Coordinate with WSDOT, City of Millwood, UPRR, and the WUTC on final plans, schedule and estimate.

TASK 1 Deliverable(s)

- Project schedule
- Project estimate
- Project plans and specifications

TASK 2 – BID PHASE

2.1 Bid Phase Services: Engineer will facilitate the bid phase on behalf of the Owner. Specifically, the Engineer will provide the following:

- 2.1.1 Prepare an advertisement for bid that will be submitted for advertisement in the City's official newspaper.
- 2.1.2 Maintain a plan holders list.
- 2.1.3 Conduct a Pre-bid Conference/Presentation at the City with prospective bidders.
- 2.1.4 Respond to bidders' questions and issue necessary addenda.
- 2.1.5 Attend and facilitate bid opening.

- 2.1.6 Evaluate the bids with the City and make a recommendation.
- 2.1.7 Attend City Council Meeting to present the recommendation.

TASK 3 – CONSTRUCTION PHASE SERVICES

3.1 General Administration of Construction Contract: Consult with CITY and act as CITY's Engineering representative.

3.2 Pre-Construction Conference: Facilitate a pre-construction conference prior to commencement of work at the site.

3.3 Construction Surveying:

- 3.3.1 Vertical Control Benchmarks. Vertical control as established on survey control points.
- 3.3.2 Horizontal Control Points. Set primary horizontal control points as required for use by the Engineer. Temporary horizontal control points will be established in the work zone as required by the Engineer.
- 3.3.3 Power and Light Poles: Set hub and lath reference points for each pole. The reference points will be two points marked with horizontal and vertical offsets to the pertinent elevation.
- 3.3.4 Railroad Signal Equipment: Stake location of new railroad crossing equipment at Euclid/Empire.
- 3.3.5 Traffic Signal Equipment: Stake location of traffic signal equipment at Euclid/Empire and Liberty.
- 3.3.6 Dry Utilities Power-Fiber optic: Set hub and lath reference points at offsets or actuals suitable for construction based on site conditions at time of staking.
- 3.3.7 Saw cuts: The existing surface will be painted in white paint where possible for the purposes of saw cutting as noted on the plans. When it is not possible to paint the actual surface, we will provide lath marked with appropriate offsets or paint marks on the curb or sidewalk. The maximum spacing will be 100 feet.
- 3.3.8 Concrete Flatwork, Curb, Gutter, Sidewalk and Pathways: Hub and lath will be set at an offset distance of 3 feet to top back of curb at 25-foot intervals on tangents. Cut/fill will be marked on each lath. New hubs with lath will also be set on curves at a maximum interval of 12 feet in addition to every PC/PT and change in horizontal or vertical alignment. The lath at the driveway will be marked with the overall driveway width. Sidewalk will only be staked when it is not connected to the curbing. Sidewalks will be staked in a manner similar to curbs.
- 3.3.9 Storm Structures: Set hub and lath reference points for each structure. Reference points shall be two points marked with offsets, which may vary according to the existing improvements. The cut/fill to the invert out and rim of the structure will be referenced on the offset closest to the structure and will be marked to the nearest one-hundredth of a foot. Offset distances will be marked to the nearest one-tenth of a foot. The second offset will be for line only.

- 3.3.10 Striping and Signs: Set lath or paint dot at actual location of sign with the type of sign written on the lath. Set a paint mark for striping at the beginning and ending of each type of Stripe change and intermediately on the line approximately at 50-foot intervals.
- 3.3.11 Offsets for Water Mains and Appurtenances: Set a hub and lath reference point at tie in points, approximately 100 feet on tangents, valves, angle points, and hydrants at an offset distance necessary to facilitate construction. The lath will be marked with the plan station and offset distance to the centerline of the pipe along with a vertical cut to the pipe invert. The station and offset distance will be written to the nearest one-tenth of a foot
- 3.3.12 Any staking not listed above is the responsibility of the contractor.

3.4 Public, Property Owner & Business Outreach

- 3.4.1 Pre-construction communication preparations:
- 3.4.1.1 Verify contact information for all stakeholders, including property and business owners and media outlets.
 - 3.4.1.2 Establish communication patterns with project partners.
 - 3.4.1.3 Develop a standard press release, standard newsletter template.
 - 3.4.1.4 Establish communication routines and review timelines.
 - 3.4.1.5 "Walk around" to visit with each property and business owner and discuss final design, identify construction challenges, and verify contact information.
- 3.4.2 Coordinate content for and drafting bi-weekly newsletter.
- Issue bi-weekly newsletter via City website.
- 3.4.3 Respond to inquiries from community members.

3.5 Site Visits and Construction Observation: In connection with observations of Contractor's work while it is in progress:

- 3.5.1 Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, and the Resident Project Representative (defined below) are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Construction Contract, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, ENGINEER will determine if Contractor's work is proceeding in accordance with the Construction Contract, and ENGINEER shall keep CITY informed of the progress of the Work.
- 3.5.2 The purpose of ENGINEER's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during

the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for CITY a greater degree of confidence that the completed Work will conform to the Construction Contract and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract has been implemented and preserved by Contractor. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Construction Contract.

- 3.5.3 Act as CITY's representative in answering field questions, written correspondence or phone inquiries of the public or residents adjacent to the project.

3.6 Resident Project Representative (RPR): ENGINEER shall furnish a Resident Project Representative (RPR), assistants, and other field staff to assist ENGINEER in observing progress and quality of the Work. The duties and responsibilities of the RPR are limited to those of ENGINEER in the Agreement with the CITY and in the Contract Documents, and are further limited and described as follows:

- 3.6.1 RPR, ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with ENGINEER and Contractor, keeping CITY advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with CITY with the knowledge of and under the direction of ENGINEER.
- 3.6.2 Review the progress schedule, schedule of shop drawing and sample submittals, and schedule of values prepared by Contractor and consult the ENGINEER concerning acceptability.
- 3.6.3 Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- 3.6.4 Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.
- 3.6.5 Assist ENGINEER in serving as CITY's liaison with Contractor when Contractor's operations affect CITY's on-site operations.
- 3.6.6 Assist in obtaining from CITY additional details or information, when required for proper execution of the Work.
- 3.6.7 Shop Drawings and Samples:
- 3.6.8 Record date of receipt of samples and approved shop drawings.

- 3.6.9 Receive samples which are furnished at the Site by Contractor, and notify ENGINEER of availability of samples for examination.
- 3.6.10 Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a shop drawing or sample submittal for submittal not approved by ENGINEER.
- 3.6.11 Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.
- 3.6.12 Conduct on-site observations of the Contractor's work in progress to assist ENGINEER in determining if the Work is proceeding in accordance with the Contract Documents.
- 3.6.13 Report to ENGINEER whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 3.6.14 Recordkeeping:
 - 3.6.14.1 Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.
 - 3.6.14.2 Prepare a daily report, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER and CITY.
 - 3.6.14.3 Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
 - 3.6.14.4 Upon completion of the Work, furnish original set of all RPR Project documentation to ENGINEER.
- 3.6.15 Reports:
 - 3.6.15.1 Furnish ENGINEER periodic reports as required for progress of the Work and of Contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.
 - 3.6.15.2 Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders.

- 3.6.15.3 Report immediately to ENGINEER and CITY the occurrence of any Site accidents, any hazardous environmental conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.
- 3.6.16 **Payment Request:** Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to CITY, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the site but not incorporated in the Work.
- 3.6.17 Participate in a final inspection in the company of CITY, ITD, and Contractor and prepare a final list of items to be completed or corrected.
- 3.6.18 Assist ENGINEER in producing “punchlist” of items yet to be completed and observe whether all items on list have been completed or corrected. Make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.
- 3.7 Defective Work:** Recommend to CITY that Contractor’s work be disapproved and rejected if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms to the Construction Contract or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract.
- 3.8 Clarifications and Interpretations:** Issue necessary clarifications and interpretations of the Construction Contract as appropriate to the orderly completion of Contractor’s work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Construction Contract.
- 3.9 Change Orders and Work Change Directives:** Recommend Change Orders and Work Change Directives to CITY, as appropriate, and prepare Change Orders and Work Change Directives as required.
- 3.10 Shop Drawings and Samples:** Review and approve or take other appropriate action in respect to shop drawings and samples and other data which Contractor is required to submit, but only for conformance with the information given in the Construction Contract and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Construction Contract. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. ENGINEER has an obligation to meet Contractor’s submittal schedule that has earlier been accepted by ENGINEER.
- 3.11 Substitutes and “or-equal”:** Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by Contractor but excluding modifications to the Construction Contract required to incorporate substitutes or “or-equal” items.

- 3.12 Inspections and Tests:** Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract. ENGINEER's review of such certificates will be for the purpose of determining that the project is being constructed in compliance with the Construction Contract. ENGINEER is entitled to rely on the results of such tests.
- 3.13 Disagreements between CITY and Contractor:** Render formal written decisions on all claims of CITY and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Construction Contract pertaining to the execution and progress of Contractor's work.
- 3.14 Applications for Payment:** Based on ENGINEER's observations as an experienced and qualified design professional and on review of applications for payment and accompanying supporting documentation:
- 3.14.1 Determine the quantities Contractor should be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to CITY, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is in accordance with the Construction Contract (subject to an evaluation of the Work as functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Construction Contract).
- 3.14.2 By recommending any payment quantities, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments, nor ENGINEER's recommendation of any payment including final payment, will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures or construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Construction Contract price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to CITY free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between CITY and Contractor that might affect the amount that should be paid.

3.14.3 For the purposes of this Agreement, ENGINEER shall complete not more than one (1) application for payment per month.

- 3.15 Contractor's Completion Documents:** Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Construction Contract, certificates of inspection, tests and approvals, shop drawings, samples and other data, and the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract to obtain final payment. The extent of such ENGINEER's review will be limited as established in this Agreement. ENGINEER shall transmit these documents to CITY.
- 3.16 Substantial Completion:** Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, ENGINEER, in company with CITY and Contractor, shall conduct an inspection to determine if the Work is substantially complete. If after considering any objections of CITY, ENGINEER considers the Work substantially complete, ENGINEER shall deliver a certificate of Substantial Completion to CITY and Contractor.
- 3.17 Final Notice of Acceptability of the Work:** Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor along with a statement of physical completion. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice in the "Notice of Acceptability of Work" stating that the Work is acceptable (subject to the provisions of this Agreement) to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement. Once project is closed out, ENGINEER shall notify the Contractor and CITY of project completion.
- 3.18 Duration of Construction Phase:** The scope of services and associated estimation of hours worked and expenses that established the ENGINEER's budget are based upon a construction contract period of 75 Working Days. It is also based on RPR services being provided an average of 11 hours per day. CITY's staff will provide on-site inspection services in the event ENGINEER is not at the site. Should the Construction Contract times be extended by CITY, or if ENGINEER is directed to work additional hours per week, ENGINEER may request a Supplemental Agreement for additional budget required for services during the extended periods. ENGINEER shall additionally participate within a one-year warranty walk through of the project and compile and issue a letter to the Contractor and CITY of any deficiencies identified as part of the warranty walk thru.
- 3.19 Limitation of Responsibilities:** ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Construction Contract.

3.20 Engineer Certification: Produce an engineer's certification letter for the project and accompanying as-built drawings of the project. As built drawing shall reflect significant changes to the design and horizontal as-built locations of structures such as dry wells, manholes, water valves, fire hydrants, curb cuts, streetlights and signage. As-built vertical elevations shall be provided for all manholes, sanitary sewer inverts, and drywells.



February 28, 2025
File: SPP25038

Matthew Gillis, P.E.
Welch-Comer & Associates, Inc.
330 East Lakeside Ave Suite 101
Coeur d'Alene, ID 83814
Phone : 208.664.9382
Email : mgillis@welchcomer.com

RE: Proposal and Preliminary Fee Estimate
Construction Materials Testing
Argonne Road Widening
Millwood, Washington

Dear Mr. Gillis,

STRATA is pleased to present this proposed scope of services and preliminary fee estimate/schedule to provide construction materials testing (CMT) services for the referenced project.

PROJECT INFORMATION

Ms. Rachel Flint will be the Project Manager and your main point of contact to coordinate our CMT services.

This proposal contains information regarding our project understanding, the anticipated scope of services, details of our unit fees, and an estimate of the CMT investment. We have prepared our proposal based on the following:

- Geotechnical Engineering Report prepared by STRATA dated 09/20/2024;
- The project plans and specifications issued by Welch-Comer dated 10/22/2024;
- 2025 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction; and
- Electronic mail and telephone conversations with Matt Gillis, P.E on 02/24/2025.

PROPOSED CONSTRUCTION

We understand the City of Millwood seeks to perform asphalt pavement reconstruction or rehabilitation on an approximate 1,300-foot section of North Argonne Road between the intersections with East Trent Avenue and East Frederick Avenue including the addition of pedestrian guard rails, traffic islands, and additional stormwater retention drywells.

We anticipate that our scope of services will consist of the following activities:

- Subgrade Observations
- Earthwork Field and Laboratory Testing
- Concrete Field and Laboratory Testing

In the following sections, we elaborate on our anticipated scope of services and our approach to providing Welch-Comer and the City of Millwood with professional CMT services.

Meetings

If requested, our project manager will attend a pre-construction conference with project representatives to review the special inspection and materials testing requirements and establish a report distribution protocol.

Our Spokane office (509.891.1904) will handle service requests, meeting attendance, and routine communications. We assume the project General Contractor will facilitate the scheduling of our services. Accordingly, we request that all scheduling calls be made a minimum of 24 hours in advance of the requested service to allow the appropriate response time.

Deviations

Observed deviations from the project plans and specifications will be brought to the immediate attention of the contractor. If the deviations are uncorrected, we will bring the items to the immediate attention of the Project Superintendent and/or design professionals. The deviations will be documented in our Daily Field Reports (DFRs).

Technical Management and Reports

Our Project Manager will review the DFRs generated by our field staff during construction. These DFRs will be delivered electronically to the distribution list established during the pre-construction meeting.

SCOPE OF SERVICES

Subgrade Observation STRATA

STRATA performed the geotechnical engineering evaluation for the project site, and we plan to maintain the Geotechnical Engineer-of-Record (GEOR) role for the project. Aligned with the geotechnical standard-of-care, we will provide a qualified Geotechnical Engineer and/or Field Professional working under the direction of the Geotechnical Engineer to observe subgrade preparation within the building footprint and pavement footprints. This individual will provide engineering oversight and subgrade approval; verify complete undocumented fill removal (as applicable) prior to foundation, slab, or structural fill placement; and ensure compliance with our geotechnical recommendations.

Earthwork Observation and Testing Services

After subgrade approval, we will provide a qualified field professional to perform in-place soil moisture and density testing services. These services will be provided during site grading, subgrade preparation, and crushed surfacing top course (CSTC) backfill. This will be provided periodically if the material is not classified as oversized/too granular to test. Should the material be classified as oversized/too granular to test, placement and compaction of the material may require full-time observation to document compaction methodologies and progress.

Our personnel will sample on site and imported materials used for structural fill and/or backfill and transport these samples to our laboratory for required testing. The moisture-density relationship curve is key to the validity of the in-place density testing; therefore, when measuring percent compaction, we require that our laboratory develop a moisture-density curve for the material used on site. Therefore, we will not rely on contractor- or supplier-provided values.

Concrete Testing

STRATA will provide an American Concrete Institute (ACI) certified field professional to perform concrete sampling and field testing. Our field services will include testing for the slump, temperature (concrete and ambient), unit weight, air content, mix design verification (based on concrete batch ticket information), and casting compressive strength test specimens.

Please refer to the Preliminary Fee Estimate for the quantity of concrete test cylinders anticipated for this project. We have estimated these quantities based on the testing requirements of the project plans and specifications. We will cast one set of five 4.0-inch by 8.0-inch or 6.0-inch by 12.0-inch cylinders for every 100 cubic yards placed (or a fraction thereof), or once per day as required by the project documents. We will test specimens at 7 days and at 28 days to verify compliance with design strength (f'_c) as required by the project specifications and the International Building Code (IBC). Should the 28-day specimens fail to achieve f'_c , we will test the remaining specimen at 56 days.

After the initial cure, we will retrieve and deliver concrete compressive strength test specimens to our laboratory for the appropriate curing and testing. STRATA will notify you if the test results of the 7-day test achieve less than 70-percent of the specified compressive strength or if the 28-day test results do not achieve f'_c .

Hot-Mixed Asphalt (HMA) Paving Observation

STRATA will provide a field professional to perform periodic quality assurance observation and testing during HMA placement and compaction of pavement. Our personnel will sample HMA and transport it to our laboratory for gradation analysis and volumetric properties testing. Upon completion of HMA placement, if requested, our personnel will extract core specimens from the completed pavement to document in-place thickness and density and correlate a nuclear density gauge that we will use to document pavement density.

SAFETY

We are committed to providing a safe work environment and taking action to prevent injury to our employees. We recognize that the most essential element in the success of our business is the individual employee. Therefore, we encourage our employees to increase their awareness of the hazards that lead to occupational injury and illness and think about their safety, well-being, and that of their associates and co-workers. To accomplish this goal, we ask our construction services professionals to arrive at the project site approximately 15 minutes early to comply with our internal safety program, which includes completing an internal safety review before performing the requested testing or inspection services. This is especially important for our staff's safety and well-being due to the high number of projects and the associated differing hazards they are exposed to each day. In addition, we will adhere to the Health and Safety Plan governing the project, including training, regular meetings, safety documentation, and the use of personal protective equipment (PPE).

FEE ESTIMATE

We will provide our services on a time-and-expense basis per the Cost + Fixed Fee rates established in the attached Fee Estimate, which will remain in effect throughout the project. Our rates are based on estimated quantities, your schedule, and performance, and will incur a minimum charge of 2 hours for all field services provided. Overtime for our field staff, occurring outside of normal hours (7:00 AM – 5:00 PM), Monday through Friday), or on weekends and observed holidays, will incur a 1.5 multiplier to the established rates.

Additional fees may apply if additional visits, time, samples, or services are required, and we exclude the cost of any equipment needed to access inspection or sampling areas. To schedule services, please notify us at

least 24 hours in advance; calls for services with less than 24-hour notification may incur a short notice fee equivalent to 2 hours. Note that modifications to our scope and fee may be required for additional field-cured concrete cylinders and/or laboratory-cured concrete cylinders.

LIMITATIONS

As previously stated, we will function as the GEOR for the project. Accordingly, our geotechnical involvement is limited to verifying that the geotechnical recommendations provided in our geotechnical evaluation are met. We are not assuming the engineer-of-record role for any portion of the project except those specifically listed in our geotechnical evaluation. Geotechnical observation and follow-up during construction are important parts of the geotechnical design process. If we are not contacted to verify our geotechnical recommendations, we cannot be responsible for geotechnical-related construction errors or omissions.

SUMMARY

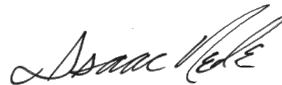
We sincerely appreciate the opportunity to work with Welch Comer, City of Millwood, and the design team and look forward to successful project construction and completion. Please provide an Agreement as formal authorization to proceed. This proposal is valid for 30 days from the issuance date.

Sincerely,
STRATA



Rachel B. Flint, C.W.I.
Construction Services Manager

RBF/IJR/sl



Isaac J. Rede
Business Manager

Enclosure: Preliminary Fee Estimate (Cost + Fixed Fee)

TOOLE DESIGN GROUP, LLC
SCOPE OF SERVICES
FOR
ARGONNE ROAD, EMPIRE TO LIBERTY CONGESTION RELIEF

Scope of Services

Provide technical guidance to Welch Comer and/or the City of Millwood on an as-needed basis. Assistance will be conveyed through emails, phone calls, and video conferences.

Assumptions: No travel is anticipated.

DBE Participation

In the absents of a mandatory UDBE, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

N/A

B. Roadway Design Files

N/A

C. Computer Aided Drafting Files

Computer aided drafting files shall be in AutoCAD Civil 3D with relevant project data and drawing files. Consultant will coordinate with the Agency for the latest version being used.

D. Specify the Agency's Right to Review Product with the Consultant

Agency has full right to review work with the Consultant, ask questions, and request revisions to be made to the products.

E. Specify the Electronic Deliverables to Be Provided to the Agency

Project deliveries requested or specified may be transmitted via email or delivered with a thumb drive.

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agency will provide any available information related to underground utilities.

II. Any Other Electronic Files to Be Provided

N/A

III. Methods to Electronically Exchange Data

Project deliveries specified in the individual task orders may be transmitted via email, delivered with a thumb drive or through the Consultants FTP site.

A. Agency Software Suite

N/A

B. Electronic Messaging System

Email

C. File Transfers Format

File transfers may be conducted via email, delivered with a thumb drive or through the Consultants FTP site.



Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

August 29, 2024

Welch Comer & Associates, Inc.
330 E Lakeside Ave, Suite 101
Liberty Lake, WA 99019

Subject: Acceptance FYE 2023 ICR – CPA Report

Dear Melanie Schmidt:

We have accepted your firm's FYE 2023 Indirect Cost Rate (ICR) based on the "Independent CPA Report" prepared by Magnuson McHugh Dougherty CPAs, as follows.

- Home Rate 163.47% of direct labor (including FCCM of 1.03%).
- Field Rate 82.28% of direct labor (including FCCM of 0.73%).

This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultantrates@wsdot.wa.gov.

Regards,

A handwritten signature in black ink that reads 'Schatzie Harvey'. The signature is written in a cursive, flowing style. Below the signature is a blue horizontal line.

Schatzie Harvey (Aug 29, 2024 12:40 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH: sms

WELCH COMER MANHOUR ESTIMATE SUMMARY

Section 8, Item a.

CONSULTANT NAME: Welch Comer Engineers

PROJECT NAME: Argonne Road

PROJECT NUMBER:

A. SUMMARY ESTIMATED MAN-HOUR COSTS

Labor Code	Initials	Classification	Man-Days	Man-Hrs	Current Hrly Rate	Raw Labor Cost
12	M. Gillis	Principal Engineer I	40	= 322.50	@ \$100.96	= \$ 32,559.60
13	R. Twardowski	Construction Services Manager	36	= 289.50	@ \$74.52	= \$ 21,573.54
28	A. Dorsey	Engineer VI	8	= 65.00	@ \$62.31	= \$ 4,050.15
23	C. Hodgson	Engineer IV	66	= 526.25	@ \$47.00	= \$ 24,733.75
43	E. Durpos	Sr. Engr Tech III	117	= 938.25	@ \$40.10	= \$ 37,623.83
53	M. Hathaway	Survey Manager	2	= 15.00	@ \$76.92	= \$ 1,153.80
55	T. White	P.L.S. II	5	= 40.00	@ \$62.50	= \$ 2,500.00
65	R. Rojas	Survey Tech I	22	= 172.00	@ \$37.00	= \$ 6,364.00
82	J. Lockhart	CAD Tech IV	6	= 48.00	@ \$38.00	= \$ 1,824.00
85	L. Turner	Sr. Project Admin	57	= 458.25	@ \$37.50	= \$ 17,184.38
TOTAL RAW LABOR COSTS:						\$ 149,567.04

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

Total Raw Labor Cost		Approved Home Rate	
\$ 111,943.22	X	163.47%	= \$ 182,993.57
Total Raw Labor Cost		Approved Field Rate	
\$ 37,623.83	X	82.28%	= \$ 30,956.88

C. NET FEE

Total Raw Labor		NET FEE	
\$ 149,567.04	X	31.2%	= \$ 46,664.92

D. OUT-OF-POCKET EXPENSE SUMMARY

	Estimated Amount	Unit Cost	Estimated Expense
1 Travel Expense - Mileage	1000	@ \$ 0.700	= \$ 700
2 Reproductions		@ \$ -	= \$ -
3 Inspection Staff Overtime	1	@ \$4,511.25	= \$ 4,511
4 GPS	60	@ \$ 70.00	= \$ 4,200
TOTAL ESTIMATED EXPENSE:			\$ 9,411.25

E. SUBCONSULTANTS

			<u>Est. Expense</u>
1	Strata	=	\$ 77,312.03
2	Toole Design Group	=	\$ 14,815.00
	TOTAL ESTIMATED EXPENSE:	\$	92,127.03

TOTAL = \$ 511,720

[illegible]

3/6/2025 10:58 AM
Page 1 of 1



Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

June 28, 2024

Strata, Inc.
8653 W Hackmore Drive
Boise, ID 83709

Subject: Acceptance FYE 2023 ICR – CPA Report

Dear Jed Lloyd:

We have accepted your firm's FYE 2023 Indirect Cost Rate (ICR) of 194.68% based on the "Independent CPA Report" prepared by Tarter & Associates, P.A.. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 704-6397 or via email consultanrates@wsdot.wa.gov.

Regards,


[Schatzie Harvey \(Jul 1, 2024 06:44 PDT\)](#)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH: BJO

Subconsultant Fee Determination - Summary Sheet

CONSULTANT NAME: STRATA
PROJECT NAME: Argonne Road Widening

PROJECT NO: SPP25038
DATE: February 28, 2025

A. DIRECT SALARY COSTS

	Man-Days		Man-Hours		Hrly Rate		Raw Labor Cost
1 Engineer (Civil Engineer 3)	1.875	=	15	@	\$48.16	= \$	722.40
2 Principal Engineer (Civil Engineer 4 & Director)	1.875	=	15	@	\$86.15	= \$	1,292.25
3 Field Professional (Transportation Technician 3)***	37.5	=	300	@	\$45.48	= \$	13,644.00
4 Laboratory Professional (Transportation Technician 2)	25	=	200	@	\$28.62	= \$	5,724.00
5 Laboratory Services Coordinator (Engineering Technician Lead)	0.625	=	5	@	\$37.10	= \$	185.50
6 Project Manager (Engineering Technician Supervisor)	5	=	40	@	\$56.05	= \$	2,242.00
7 Project Administrator (Administrative Assistant 5)	5	=	40	@	\$34.98	= \$	1,399.20

***Assume 75 working days with 4 hours per day of field labor.

TOTAL RAW LABOR COST = \$ 25,209.35

B. OVERHEAD COSTS

Total Raw Labor Cost		Approved Rate	
\$25,209.35	X	194.68%	= \$49,077.56

C. FIXED FEE

Total Raw Labor		NET FEE	
\$25,209.35	X	12.00%	= \$3,025.12

TOTAL = \$77,312.03

Prepared by: Rachel Flint

Date: 2/28/2025



March 10, 2025

Welch Comer Engineers
330 E Lakeside Ave, Ste 101
Coeur d'Alene, ID 83814

PROJECT: ARGONNE ROAD WIDENING

CERTIFIED WAGE RATE TABLE			
Name		Certified Wage	Effective Date
Steve Litalien	Civil Engineer 3	\$ 48.16	
Paxton Anderson*	Director	\$ 86.15	
Rhys Brockett	Transportation Tech 2	\$ 28.62	
Isaac Rede*	Engineering Technician Supervisor	\$ 60.09	
Bonnie Nelson	Engineering Technician Lead	\$ 40.00	
Benjamin Thompson	Transportation Tech 3	\$ 45.48	
Kristy-Lee Hagle	Administrative Assistant 5	\$ 34.98	

The undersigned hereby certifies the above labor rates are true and correct as of 03/10/2025.

* Prorated hourly rates for salary personnel.

Certified by: 
Controller



Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

July 31, 2024

Toole Design Group, LLC
8484 Georgia Avenue, Suite 800
Silver Springs, MD 2091

Subject: Acceptance FYE 2023 ICR – CPA Report

Dear Julie Albright:

We have accepted your firm's FYE 2023 Indirect Cost Rate (ICR) of 175.56% of direct labor (rate includes 0.10% Facilities Capital Cost of Money) based on the "Independent CPA Report" prepared by Withum Smith & Brown, PC. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 704-6397 or via email consultantrates@wsdot.wa.gov.

Regards,


[Schatzie Harvey \(Aug 1, 2024 05:48 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:kb

WELCH COMER MANHOUR ESTIMATE SUMMARY

Section 8, Item a.

CONSULTANT NAME: Toole Design Group
PROJECT NAME: Argonne Widening
PROJECT NUMBER:

A. SUMMARY ESTIMATED MAN-HOUR COSTS

Labor Code	Initials	Classification	Man-Days		Man-Hrs		Current Hrly Rate		Raw Labor Cost
	A Dorsey	Principal Engineer	6.25	=	50.00	@	\$86.54	=	\$ 4,327.00
	D DeKoekkoek	Office Director	0.75	=	6.00	@	\$83.75	=	\$ 502.50
TOTAL RAW LABOR COSTS:									\$ 8,829.50

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

Total Raw Labor Cost		Approved Home Rate		
\$ 4,829.50	X	175.56%	=	\$ 8,478.67
Total Raw Labor Cost		Approved Field Rate		
	X		=	\$ -

C. NET FEE

Total Raw Labor & Overhead Cost		NET FEE		
\$ 4,829.50	X	31.2%	=	\$ 1,506.80

D. OUT-OF-POCKET EXPENSE SUMMARY

	Estimated Amount		Unit Cost		Estimated Expense
1	Travel Expense - Mileage	@	\$ -	=	\$ -
2	Reproductions	@	\$ -	=	\$ -
3	Mail/Postage/Delivery Fees	@	\$ -	=	\$ -
4	GPS	@	\$ -	=	\$ -
TOTAL ESTIMATED EXPENSE:					\$ -

E. SUBCONSULTANTS

			Est. Expense
1		=	\$ -
2		=	\$ -
TOTAL ESTIMATED EXPENSE:			\$ -

TOTAL = \$ 14,815.00

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Title of Modal Operating Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
[Include Modal Operating Administration specific program requirements.]
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Title of Modal Operating Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Title of Modal Operating Administration)* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Title of Modal Operating Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of City of Millwood
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

Section 8, Item a.

I hereby certify that I am the and duly authorized representative of the firm of
Welch Comer & Associates, Inc.

whose address is

330 E. Lakeside Ave., Ste. 101, Coeur d'Alene, ID 83814

and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

Welch Comer & Associates, Inc.

Consultant (Firm Name)


Signature (Authorized Official of Consultant)

03/24/2025

Date

Agreement Number:

Exhibit G-1(b) Certification of City of Millwood

Section 8, Item a.

I hereby certify that I am the:

☒ Mayor

☐ Other

of the City of Millwood, and Welch Comer & Associates, Inc.
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

Signature

Date

Agreement Number:

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

Section 8, Item a.

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Welch Comer & Associates, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

03/24/2025

Date

Agreement Number:

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

Section 8, Item a.

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

Welch Comer & Associates, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

03/24/2025

Date

Agreement Number:

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number:

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number:

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

File Attachments for Item:

b. Special Event Permit Application - West Valley Education Foundation



Application for Special Event Permit

Section 8, Item b.

Millwood City Hall
9103 E. Frederick Ave
Millwood, WA 99206
(509) 924-0960
info@millwoodwa.us

A Special Event Permit is required for any parade, run, street dance, demonstration or exhibition on public property. "Special Event" shall not mean any wedding or funeral procession, any event solely involving a group required by law to be so assembled, a pedestrian procession along a route that is restricted to sidewalks and crossing streets using only a pedestrian crosswalk in accordance with traffic regulations and controls, any activity or event sponsored by the city, or any activity or event deemed by the city's appointed designee to not require a special event permit.

Applicant: <u>(Eric Rosentrater)</u> <u>W.V. Education Foundation</u>		Phone: <u>509-944-0657</u>	Organization/Event: <u>WREF Cornhole Tournament</u>
Address: <u>2805 N. Argonne Rd.</u>	City: <u>Millwood</u>	State: <u>WA</u>	Zip: <u>99212</u>
Property Owner Name: <u>City of Millwood</u>	Phone: <u>509 924 0960</u>	Email: <u>rosentrater77@msn.com</u>	
Address: <u>9241 E. Frederick</u>	City: <u>Millwood</u>	State: <u>WA</u>	Zip: <u>99212</u>
Type of Event: ☐ Parade ☐ Run ☐ Demonstration ☐ Exhibition ☒ Other <u>Cornhole Tournament</u>			
Is this an event involving political or religious activity intended primarily for the communication of expression of ideas? ☐ Yes ☒ No			
Location (Starting point, route, assembly areas, access to public property): <u>Millwood Park, map included</u>			
Description of Event: <u>32 team Cornhole tourney, games / food, Beer garden, Raffles</u>			
Date/Time of Event: <u>Saturday, July 19, 2025 - Event 11-5 / Set-up: ^{Before} Cleanup: ^{After}</u>			
Number of Participants Expected: <u>Approx 200</u>			

Required Attachments:

☐ Site Plan

☐ Security & Emergency Medical Plan

☐ Required permits from outside agencies

☐ Restroom Access Agreement

☐ Clean Up Plan

By signing below the applicant is confirming that they have inspected the event space with a staff member ensuring there are no obvious hazards and all information on the application is correct.

Applicant Signature: Eric R

Date: 3/6/25

Application approved with the following conditions: Eric R & Kyle S. will meet on site prior to discuss Sprinkler Systems and Fencing locations for Penna posts.

Approved By: [Signature]

Date: 3-28-25



SPECIAL EVENT PERMITS

APPLICATION FEE: AN APPLICATION FEE PURSUANT TO THE CITY'S ADOPTED FEE SCHEDULE SHALL BE SUBMITTED WITH THE APPLICATION UNLESS WAIVED. THE FEE MAY BE WAIVED FOR CONSTITUTIONALLY PROTECTED EVENTS, FOR APPLICATIONS BY GOVERNMENTAL UNITS, OR FOR NONPROFIT ORGANIZATIONS WHERE THE EVENT IS OPEN TO THE PUBLIC AT NO COST AND ALL PROCEEDS FROM THE SPECIAL EVENT ARE RECEIVED BY SUCH NON-PROFIT ORGANIZATION. ALL FEE WAIVER REQUESTS MUST BE SUBMITTED IN WRITING TO THE CITY CLERK AT LEAST 90 DAYS BEFORE THE DATE OF THE SPECIAL EVENT.

TRAFFIC CONTROL PLAN: THE APPLICANT SHALL SUBMIT A TRAFFIC CONTROL PLAN WHICH MAY BE AMENDED BY THE PUBLIC WORKS DEPARTMENT TO PROTECT THE HEALTH, SAFETY AND GENERAL WELFARE OF THE PUBLIC. ALL REQUIRED TRAFFIC CONTROL SHALL BE ARRANGED BY THE APPLICANT AND SHALL BE AT THE EXPENSE OF THE APPLICANT.

INSURANCE: THE APPLICANT SHALL PROVIDE THE CITY A COPY OF DOCUMENTATION OF CURRENT GENERAL LIABILITY INSURANCE WITH A COMBINATION SINGLE LIMIT OF ONE MILLION DOLLARS (\$1,000,000) PER OCCURRENCE. DEPENDING UPON THE NATURE OF THE SPECIAL EVENT AND ITS APPARENT RISK TO THE PUBLIC, THE CLERK, UPON ADVICE OF THE CITY'S LEGAL COUNSEL, MAY INCREASE THE REQUIRED LIABILITY LIMITS. THE APPLICANT SHALL AGREE AND PROVIDE EVIDENCE OF ITS ABILITY TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS APPOINTED AND ELECTED OFFICERS AND EMPLOYEES FROM AND AGAINST ALL LOSS OR EXPENSE, INCLUDING BUT NOT LIMITED TO JUDGEMENTS, SETTLEMENTS, ATTORNEY'S FEE AND COSTS BY REASON OF ANY AND ALL CLAIMS AND DEMANDS UPON THE CITY, ITS APPOINTED AND ELECTED OFFICIALS OR EMPLOYEES FROM DAMAGES BECAUSE OF PERSONAL OR BODILY INJURY, INCLUDING DEATH AT ANY TIME THERE FROM, SUSTAINED BY ANY PERSON OR PERSONS AND ON ACCOUNT OF DAMAGE TO PROPERTY OR LOSS THERE FROM, ARISING OUT OF ANY ACTIVITY UNDER OR IN CONNECTION WITH THE SPECIAL EVENT, EXCEPT ONLY SUCH INJURY AS SHALL HAVE BEEN OCCASIONED BY THE SOLE NEGLIGENCE OF THE CITY OR ITS APPOINTED OR ELECTED OFFICERS OR EMPLOYEES. THE CITY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THE APPLICANT'S COMMERCIAL GENERAL LIABILITY INSURANCE POLICY USING ISO ADDITIONAL INSURED-STATE OR POLITICAL SUBDIVISION-PERMITS OR AUTHORIZATIONS CG 2012 OR A SUBSTITUTE ENDORSEMENT PROVIDING AT LEAST A BROAD COVERAGE.

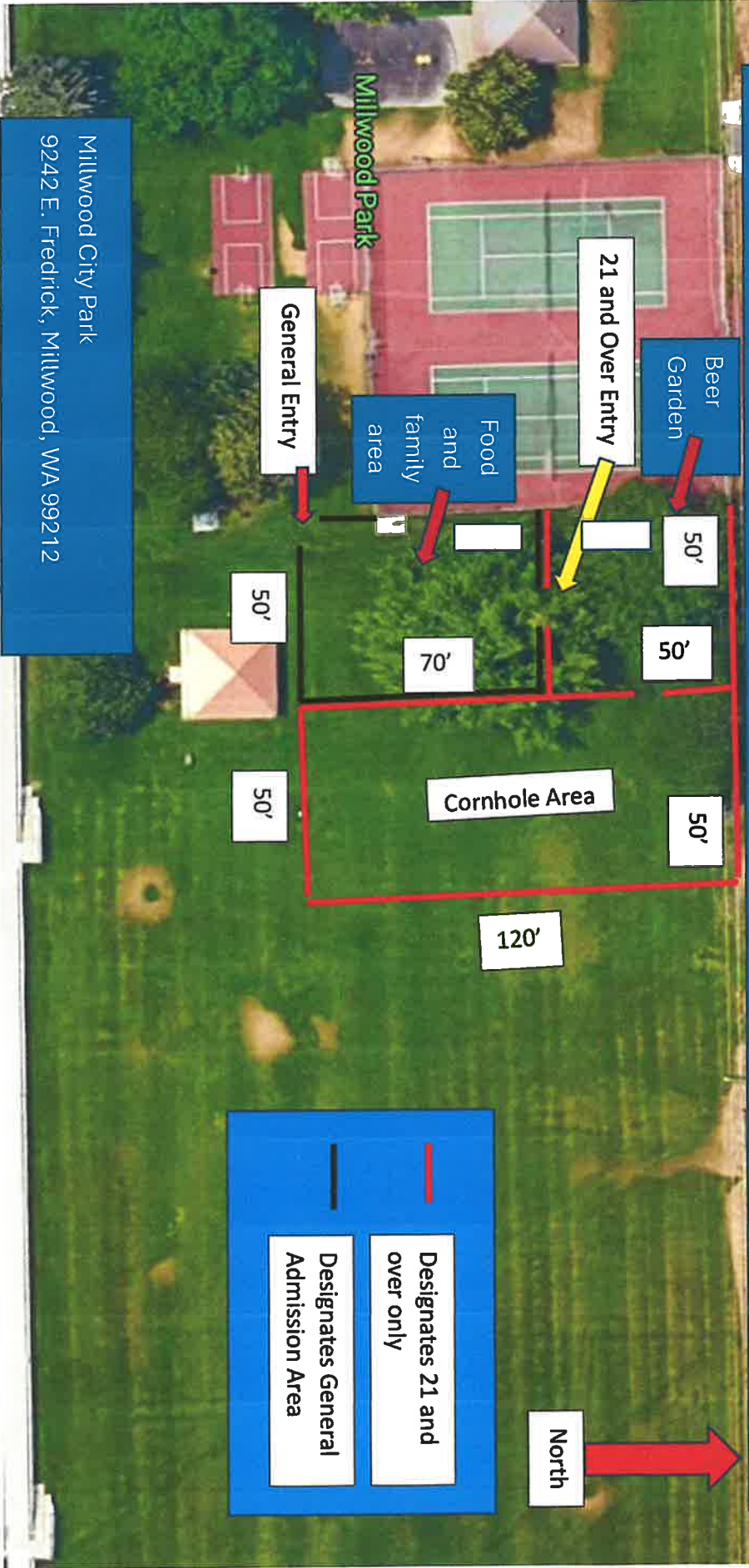
PERFORMANCE BOND: A PERFORMANCE BOND OR DEPOSIT IN THE AMOUNT OF \$1000.00 IS REQUIRED TO GUARANTEE COSTS OF CLEAN UP OR RESTORATION OF CITY FACILITIES. DEPENDING UPON THE NATURE OF THE SPECIAL EVENT, ITS ESTIMATED COST FOR CLEAN UP OR OTHER POTENTIAL EXPENSES, THE CLERK MAY INCREASE THE REQUIRED BOND OR DEPOSIT AMOUNT.

PERMIT REVOCATION OR SUSPENSION: A SPECIAL EVENT PERMIT ISSUED UNDER THIS CHAPTER IS TEMPORARY, VESTS NO PERMANENT RIGHTS IN THE APPLICANT, AND MAY BE IMMEDIATELY REVOKED OR SUSPENDED BY THE CITY IF:

- THE APPLICANT MAKES A MIS-STATEMENT OF MATERIAL FACT ON THE APPLICATION OR IN REQUIRED OR SUPPORTING DOCUMENTATION.
- THE APPLICANT FAILS TO FULFILL A TERM OR CONDITION OF THE PERMIT
- THE FORM OF PAYMENT SUBMITTED BY THE APPLICANT FOR ANY FEE OR DEPOSIT IS DISHONORED OR THE APPLICANT OTHERWISE FAILS TO PREPAY ANY FEE, DEPOSIT, OR EXPENSE.
- THE ACTIVITY ENDANGERS OR THREATENS PERSON ON PROPERTY OR OTHERWISE JEOPARDIZES THE HEALTH, SAFETY OR WELFARE OF PERSONS OR PROPERTY.

West Valley Education Foundation Proposed Cornhole Tournament

July 19, 2025





WVEF EVENT EMERGENCY ACTION PLAN (EAP)

I. GENERAL

The “WVEF Cornhole Tournament” will be held July 19, 2025, at Millwood Park, 9241 E. Fredrick Ave, Spokane WA 99206.

II. PURPOSE PROCESS

- A. This emergency action plan predetermines actions to take before and during the “WVEF Cornhole Tournament” (hereinafter referred to as the event) in response to an emergency or otherwise hazardous condition. These actions will be taken by organizers, management, personnel, and attendees. These actions represent those required before the event in preparation for an emergency.
- B. Flexibility must be exercised when implementing this plan because of the wide variety of potential hazards that exist for this event. These hazards include but are not limited to, Fire, Medical Emergencies, Severe Weather, or situations where Law Enforcement is required.

III. ASSUMPTIONS

- A. The possibility of an occurrence of an emergency is present at this event. The types of emergencies possible are various and could require the response of Fire and Rescue, Emergency Medical Services, and Police.

IV. BASIC PLAN

A. EAP Event Representative

- 1. The EAP event representative will be identified as the point of contact for all communications regarding the event.
 - a. PRIMARY CONTACT: Eric Rosentrater
 - b. TELEPHONE NUMBER: 509-944-0657
 - c. SECONDARY CONTACT: Lisa Moliterno
 - d. SECONDARY PHONE NUMBER: 509-230-1472

B. Emergency Notification

- 1. In the event of an emergency, notification of the emergency will be through the use of 911. The caller should have the following information available to the 911 operator:
 - a. Location of the emergency
 - b. Nature of the emergency

- c. Contact person with callback number

C. Severe Weather

1. Weather Forecasts and current conditions will be monitored through the National Weather Service's Millwood Weather Forecast Office website at <https://www.weather.gov/otx/>.
2. Before the event – If severe weather is predicted before the event, the EAP event representative will evaluate the conditions and determine if the event will remain scheduled. The EAP event representative or his/her designee will be identified as such and will be responsible for monitoring the weather conditions before and during the event.
3. During the event – If severe weather occurs during the event, the EAP event representative or his/her designee will notify those attending the event that a hazardous weather condition exists and direct them to shelter.
4. There are very limited provisions for sheltering participants in the events of severe weather.
5. This event will follow the 30-30 Rule for lightning. If lightning is observed and thunder is heard within 30 seconds, the event will be delayed until 30 minutes have passed since the thunder was last heard.
 - a. **In the event of severe weather, the Special Events Manager or his/her designee has the authority, above and beyond the EAP event representative, to delay and/or cancel an event.**

D. Fire

1. No specific hazard has been identified as an increased risk of fire at this event.
 - a. In certain high-risk cases, on-site Fire Department personnel may be required. This judgment will be made by City staff.
2. All staff will be instructed on the safe use of Portable Fire Extinguishers.
3. Should an incident occur that requires the Fire Department, 911 will be utilized to request this resource. The caller should have the following information available to the 911 operator:
 - a. Location of the emergency
 - b. Nature of the emergency
 - c. Contact person with callback number

E. Medical Emergencies

1. As with any outdoor event, there is potential for injury to the participants. The types of injuries are various and include those that are heat-related as well as traumatic injuries.
2. The limited provisions for on-site Emergency Medical Services at this event include:
 - a. First Aid Kit (See attached map) for use in the event of minor medical emergencies

3. Should an incident occur that requires Emergency Medical Services, the EAP event representative will contact 911 to request this resource. The caller should have the following information available to the on-site EMS officer or 911:
- a. Location of the emergency
 - b. Nature of the emergency
 - c. Contact person with callback number

F. Law Enforcement

1. Should an incident occur that requires Law Enforcement, the EAP event representative will contact 911 to request this resource. The caller should have the following information available to the on-site RPD officer or 911:
- a. Location of the emergency
 - b. Nature of the emergency
 - c. Contact person with callback number

G. Emergency Vehicle Access

- 1. Access for emergency vehicles will be maintained at all times.
- 2. Fire lanes and fire hydrants will not be obstructed.
- 3. Participants and spectators will be directed to park in approved areas and not obstruct protective features, sidewalks, or public thoroughways.
- 4. Crowd control will be managed by EVENT STAFF
- 5. Parking for vendor and staff vehicles will be provided (see attached map)
- 6. Parking for attendee vehicles will be provided (see attached map)

V. Contact Information

Event Organizer	Eric Rosentrater	509-944-0657
EAP Event Representative	Lisa Moliterno	509-230-1472
	Peggy Imada	509-939-7937
	Tuyen Nuygen	509-279-9313
General Emergency	Spokane County ECC	911

VI. Event Area Map (attached next page)



Clean Up Plan

March 18, 2025

TO: City of Millwood

FROM: Eric Rosentrater, West Valley Education Foundation

EVENT: Cornhole Event/Tournament (Requested Date July 19, 2025)

The Foundation will provide additional garbage recepticals as needed/requested by the City to ensure adequate locations for waste generated at the event. WVEF Board Members and Volunteers will remain after the event to ensure that all garbage/debris is picked up and removed from the park location and delivered to an appropriate disposal location. The park will be returned to the same or better condition than prior to the event.

Restroom Access

March 18, 2025

TO: City of Millwood

FROM: Eric Rosentrater, West Valley Education Foundation

EVENT: Cornhole Event/Tournament (Requested Date July 19, 2025)

We would request that the park have both the men's and women's restrooms be unlocked for the duration of our event. The Foundation will check regularly on the status of the bathrooms throughout the event and in the event of maintenance or other corrective action, the Foundation will coordinate with the City of Millwood staff on the appropriate course of action.



MEMBER CERTIFICATE OF INSURANCE

03/11/2025

Thank you for purchasing your insurance from AIM. This is your Member Certificate and should be kept with your permanent records.

Named Insured Member (mailing address):

West Valley Education Foundation
Brian Kazemba or Current Officer
2805 N. Argonne Road
Spokane,WA 99212

Named Insured & Mailing Address

Education Support Purchasing Group
c/o AIM
P.O. Box 742946
Dallas, TX 75374-2946

Producer Name

AIM Association Insurance
Management, Inc.
P.O. Box 742946
Dallas,TX 75374-2946

Insured #: WA103510

Named Insured Member (physical address):

2805 N. Argonne Road
Spokane,WA 99212

Coverage	Policy #	Effective Dates	Deductible	Limits of Insurance	
General Liability Concert Specialty Insurance Company	GL2025AIM28846	05/14/25 - 05/14/26	\$0	Per Occurrence	\$1,000,000
		05/14/25 - 05/14/26		Damage to Rented Premises	\$50,000
		05/14/25 - 05/14/26		Extended Medical	\$5,000
		05/14/25 - 05/14/26		Personal & Advertising Injury	\$1,000,000
				General Aggregate	\$2,000,000
				Products - Comp/Ops	\$2,000,000
Directors and Officers Concert Specialty Insurance Company	DO2025AIM24435	05/14/25 - 05/14/26	\$0	Per Occurrence / Aggregate	\$1,000,000
Retroactive Date:05/14/2020					

Certificate Holder:

Proof of Insurance

This member certificate, together with the common policy conditions, coverage part(s), coverage form(s), and endorsements, if any complete the above numbered policy. Copies of the Master Policies are available upon request.

AUTHORIZED REPRESENTATIVE



ASSOCIATION
INSURANCE
MANAGEMENT INC

MEMBER CERTIFICATE OF INSURANCE

03/11/2025

Thank you for purchasing your insurance from AIM. This is your Member Certificate and should be kept with your permanent records.

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Brian Kazemba or Current Officer
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2805 N. Argonne Road
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				General Aggregate	\$2,000,000
				Products - Comp/Ops	\$2,000,000
Directors and Officers Concert Specialty Insurance Company	DO2025AIM24435	05/14/25 - 05/14/26	\$0	Per Occurrence / Aggregate	\$1,000,000
Retroactive Date: 05/14/2020					

City of Millwood is added as an additional insured under the General Liability policy only.
Event: WVEF Cornhole Tournament
Date/Time: 7/19/2025 - 7/20/2025

Certificate Holder:

City of Millwood
9103 E Frederick
Millwood, WA 99206

This member certificate, together with the common policy conditions, coverage part(s), coverage form(s), and endorsements, if any complete the above numbered policy. Copies of the Master Policies are available upon request.

AUTHORIZED REPRESENTATIVE





Washington State
Liquor and Cannabis Board

Licensing and Regulation
PO Box 3724
Seattle, WA 98124-3724
Phone (360) 664-1600
Fax: (360) 753-2710

For Office Use Only

Section 8, Item b.

License No.: _____

Date: ____ / ____ / ____

Amount Rec'd: \$ _____

Initials: _____

Application for Special Occasion License for a Nonprofit Society or Organization

A Special Occasion License allows a nonprofit society or organization to sell spirits, beer, and wine by the individual serving for on-premises consumption at a specified event. You may request to sell spirits, beer and wine in original, unopened containers for off-premises consumption in combination with this privilege. For more information about Special Occasion Licenses, please visit our [FAQ Page](#).

Applications must be submitted at least 45 days before the event. The Liquor and Cannabis Board may not be able to process your application in time for your event if you do not apply at least 45 days before the event.

The fee for each Special Occasion License is **\$60.00 per day, per alcohol service area**. Special Occasion License holders are limited to 12 single-day events per calendar year.

1. Organization Information

Society or Organization's Name: (as it appears on your tax documents) <u>West Valley Education Foundation</u>				
<u>2805 North Argonne Road</u>	<u>Millwood</u>	<u>WA</u>	<u>99212</u>	<u>Spokane</u>
Organization's Street Address	City	State	Zip Code	County
Organization's 9-digit UBI #, or Tax ID#: <u>26-1510433</u> Previous Special Occasion license number: _____				
Nonprofit Contact Name: (must be at least 21 yrs old) <u>Eric Rosentrater</u>				
Date of Birth: <u>10/09/1975</u> (mm/dd/yyyy)		Email*: <u>rosentrater77@msn.com</u>		
*Approved special occasion license will be emailed to this address				
Phone No.: <u>(509) 944-0657</u>		Driver's License #: <u>WDL57STC593B</u>		

2. Event Information

Name of Event: <u>West Valley Education Foundation Cornhole Tournament</u>				
Describe the nature of the event: <u>32-team Cornhole Tourney, games, food, raffles, beer garden</u> (i.e. Fundraiser, Beer Garden, Dinner Box/Swag Pick-up, Auction)				
Do you intend to sell spirits, beer, and/or wine for off-premises consumption: ☐ Yes ☒ No				
Do you intend to auction alcohol? ☐ Yes ☒ No If yes, will the auction be: ☐ in-person silent ☐ in-person live (select all that apply)				
Name of premises where event will be held: <u>Millwood City Park</u>				
Address: <u>9241 East Fredrick</u>				
City: <u>Millwood</u>	State: <u>WA</u>	County: <u>Spokane</u>	Zip Code: <u>99212</u>	
Inside City Limits? ☒ Yes ☐ No On Tribal land? ☐ Yes ☒ No On Port Authority land? ☐ Yes ☒ No				
Estimated number of people attending the event: <u>200</u> Estimated number of attendees under age 21: <u>20</u>				
Date(s) alcohol will be sold <u>07/19/2025</u> ____/____/____		Time(s) alcohol will START being sold <u>11</u> ☒ A.M. ☐ P.M. ____ ☐ A.M. ☐ P.M.		Time(s) alcohol will STOP being sold* <u>5</u> ☐ A.M. ☒ P.M. ____ ☐ A.M. ☐ P.M.
*Alcohol may not be consumed after 2:00 AM				
If you have more than two event dates, please attach a list of all additional dates and times along with this application.				

3. Outdoor Alcohol Service

Section 8, Item b.

When alcohol is served outdoors, it must be served in an enclosed area.

Will alcohol be served outdoors? ☒ Yes ☐ No – If no, proceed to Section 4

If yes, attach a site map clearly indicating alcohol service areas. [CLICK HERE](#) for site map examples and instructions.

If yes, are you asking that minors be allowed in the enclosed service area? ☐ Yes ☒ No

If yes, this application will take **60 days to process** and you must attach a completed [Special Occasion All Ages Outdoor Event Addendum](#).

4. Venues Requiring Authorization

Is the event being held on church or school property, a military facility, or a liquor licensed premises*? ☐ Yes ☒ No

If yes, have an appropriate official or manager from the venue sign the below authorization:

I am an official or manager of the venue and I authorize the sale of liquor at this event.

Name

Title

Phone Number

Signature

Date

*The liquor from a liquor licensed premises where a special occasion event is being held is specifically prohibited from the event area during the event.

5. Wineries, Breweries, Distilleries, and Spirits Distributors

Are you receiving donated alcohol from a winery, brewery, distillery, or spirits distributor? ☐ Yes ☒ No

If yes, from who? _____

If yes, please attach a copy of your 501(c)(3) or (6) determination letter with this application. Only certified 501(c)(3) and (6) organizations registered by the IRS may receive donated product from a winery, brewery, distillery, or spirits distributor. Visit our [FAQ Page](#) for more information about donations.

Are any wineries, breweries, or distilleries going to be present at your event? ☐ Yes ☒ No

If yes, name(s) of participating winery, brewery or distillery: _____

6. Use of Event Proceeds

It is illegal for a third party (e.g. a promoter) to run an event on your behalf in exchange for a percentage of the profits. Allowing a third party to receive part of the proceeds may prevent your nonprofit from obtaining Special Occasion Licenses. Misrepresentation of facts may also be cause for denial (RCW 66.24.010).

☒ I affirm and understand that all proceeds from alcohol sales at this event will only be retained by the non-profit organization submitting this application.

The fee for each Special Occasion License is **\$60.00 per day, per alcohol service area**. Special Occasion License holders are limited to 12 single-day events per calendar year.

Mail your completed application and check made payable to WSLCB to:

WSLCB
PO Box 3724
Seattle, WA 98124-3724

Or overnight to:

WSLCB
1025 Union Ave SE
Olympia, WA 98501-1539

I certify that all of the information provided in this application is true and correct.

X

3/6/2025

Signature of nonprofit organization member

Date

Eric D. Rosentrater

President - WVEF

Print Name

Title

Remember to attach:

- ☐ Payment payable to WSLCB
- ☐ A site map, if you are serving alcohol outdoors
- ☐ The Special Occasion All Ages Outdoor Event Addendum, if you are requesting minors have access to the enclosed service area at an outdoor event
- ☐ A copy of your 501(c)(3) or (6) determination letter, if you are receiving donated product from a winery, brewery, distillery, or spirits distributor.



WV Education Foundation
2805 N Argonne RD
Millwood, WA, 99212

Account Information			
Cust #:	1723		
Date:	03/19/2025	Due:	04/18/2025
Invoice #:	1032	Terms:	Net 30
For:	Building Permit		
Permit:	2025.0012.SE0002		

Item	Taxed	Quantity	Amount	Total
Special Events - Other Business Licenses & Permits - 03/19/2025	N	1.0000	50.00	50.00
WV Education Foundation Cornhole Tournament Fundraiser 7.19.25			Non Taxed:	50.00
			Taxed:	0.00
			Tax @ 0.00%:	0.00
			Payments:	0.00
			Total:	50.00

Please make checks payable to:

City of Millwood
9103 E Frederick Ave.
Millwood, WA 99206

Receipt: 81888 03/19/2025
Acct #: 1723
City Of Millwood
9103 E Frederick Ave
Millwood, WA 99206-4302
(509) 924-0960

WV Education Foundation
2805 N Argonne RD
Millwood, WA 99212

Invoice Payment
Inv#: 1032 Amt Paid: 50.00
WV Education Foundation Cornhole
Tournament Fundraiser 7.19.25

Non Taxed Amt: 50.00
Total: 50.00
Chk: 3318 50.00
Ttl Tendered: 50.00
Change: 0.00
Issued By: Lisa
03/19/2025 15:38:49

WASHINGTON STATE LIQUOR AND CANNABIS BOARD - LICENSE SERVICES
1025 UNION AVE SE - P O Box 43075
Olympia WA 98504-3075
specialoccasions@lcb.wa.gov Fax: 360-753-2710

TO: MAYOR OF MILLWOOD

MARCH 20, 2025

SPECIAL OCCASION #: 093582

WEST VALLEY EDUCATION FOUNDATION
2805 N ARGONNE ROAD
SPOKANE, WA 99212

DATE: JULY 19, 2025

TIME: 11:00 AM TO 5:00 PM

PLACE: MILLWOOD CITY PARK - 9241 EAST FREDRICK AVE, MILLWOOD

CONTACT: ERIC ROSENTRATER (DOB: 10.9.1975) 509-944-0657

SPECIAL OCCASION LICENSES

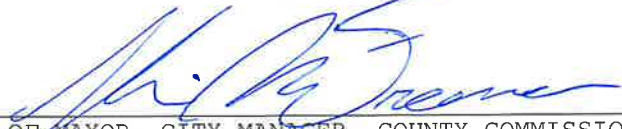
- * ☐ Licenses to sell beer on a specified date for consumption at a specific place.
- * ☐ License to sell wine on a specific date for consumption at a specific place.
- * ☐ Beer/Wine/Spirits in unopened bottle or package in limited quantity for off premise consumption.
- * ☐ Spirituous liquor by the individual glass for consumption at a specific place.

If return of this notice is not received in this office within 20 days from the above date, we will assume you have no objections to the issuance of the license. If additional time is required please advise.

- | | | |
|--|---|-----------------------------|
| 1. Do you approve of applicant? | YES ☒ | NO ☐ |
| 2. Do you approve of location? | YES ☒ | NO ☐ |
| 3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? | YES ☐ | NO ☐ |

<u>OPTIONAL CHECK LIST</u>	<u>EXPLANATION</u>	YES ☐	NO ☐
LAW ENFORCEMENT	☐	YES ☐	NO ☐
HEALTH & SANITATION	☐	YES ☐	NO ☐
FIRE, BUILDING, ZONING	☐	YES ☐	NO ☐
OTHER:	☐	YES ☐	NO ☐

If you have indicated disapproval of the applicant, location or both, please submit a statement of all facts upon which such objections are based.

3/20/2025 
DATE SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

**Washington State Liquor and Cannabis Board
Olympia, Washington**

SPECIAL OCCASION LICENSE

License Number: 093582

In accordance with and subject to the provisions of the Washington State Liquor Control Act and the rules and regulations of the Washington State Liquor and Cannabis Board:

**WEST VALLEY EDUCATION FOUNDATION
C/O: ERIC ROSENTRATER
2805 N ARGONNE ROAD
SPOKANE, WA 99212**

is hereby licensed to sell, beer, wine, and spirituous liquor to be consumed on site only at the location, date(s), and time(s) listed below:

MILLWOOD CITY PARK - 9241 EAST FREDRICK AVE, MILLWOOD

JULY 19, 2025

11:00 AM TO 5:00 PM

No one under the age of 21 may buy, consume, or possess alcohol at any time.

The operation of the beer garden must be in compliance with the local authority rules and regulations.

No one under the age of 21 may enter the enclosed area where alcohol is being served.

The operation of the beer garden must be in compliance with the local authority rules and regulations.

You must ask for approved identification from all people who order alcohol at the point of sale.

Per RCW 66.28.090, the licensed premises shall, at all times, be open to any enforcement officer, inspector, or peace officer.

If you have any questions, please contact Customer Service at (360) 664-1600, email: specialoccasions@lcb.wa.gov, or your Enforcement Officer at (509) 625-5513.

Dated in Olympia, Washington on Wednesday, March 26, 2025.

Jim Vollendroff

File Attachments for Item:

c. RESOLUTION 2025-03 Aquifer Protection Area -2025 Ballot Measure (Consideration Requested)

RESOLUTION 2025-03

APRIL 8, 2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILLWOOD, WASHINGTON, AUTHORIZING THE INCLUSION OF THE MUNICIPAL BOUNDARIES OF THE CITY OF MILLWOOD WITHIN AN AQUIFER PROTECTION AREA, AND PROVIDING FOR OTHER MATTERS RELATED THERETO

WHEREAS, the City of Millwood (the "City"), Spokane County, Washington is a non-charter code city, by virtue of the Constitution and the laws of the State of Washington; and

WHEREAS, pursuant to Chapter 35A.11 RCW, the City Council (the "City Council") may adopt and enforce resolutions of all kinds, relating to and regulating its local or municipal affairs and appropriate to the good government of the City; and

WHEREAS, pursuant to chapter 36.36 RCW, the Washington State Legislature provided for the creation of Aquifer Protection Areas to finance the protection, preservation, and rehabilitation of subterranean water: and

WHEREAS, pursuant to RCW 36.36.020, an Aquifer Protection Area may include territory located within a city or town with the approval of said municipality's governing body; and

WHEREAS, the City is located above the Spokane Valley – Rathdrum Prairie (SVRP) Aquifer. The SVRP Aquifer is designated by the U.S. EPA as a "Sole-Source Aquifer" under Section 1424(e) of the Safe Drinking Water Act; and

WHEREAS, all water for the City's public water supply system is derived from the SVRP Aquifer; and

WHEREAS, in 1985, the Board of County Commissioners of Spokane County placed a ballot measure before the electors to create the Spokane Aquifer Protection Area ("APA") for a 20-year time frame and established certain APA fees for such 20-year time frame, with the City (formerly Town of Millwood) included within the boundaries of the APA; and

WHEREAS, in 1985, the voters overwhelmingly approved the ballot measure to create the APA, and corresponding APA fees, and the APA was established by Spokane County Ordinance 85-0641, with a sunset date of December 31, 2005; and

WHEREAS, in 2004, the Board of Commissioners of Spokane County, proposed a ballot measure to reauthorize the APA, and the Council passed Resolution 04-02, approving the inclusion of the municipal boundaries of the City (formerly Town of Millwood) within the boundaries of the reauthorized APA; and

RESOLUTION 2025-03

APRIL 8, 2025

WHEREAS, on November 2, 2004, voters within the boundaries of the proposed reauthorized APA approved the ballot measure to reauthorize the APA, including the City boundaries, for a period of time from January 1, 2006, through December 31, 2025; and

WHEREAS, the Spokane region has implemented a number of programs and measures during the current APA reauthorization that have served to protect and improve the water quality of the Spokane Aquifer with Aquifer Protection fees generated through the APA; and

WHEREAS, the Board of Spokane County Commissioners desires to place a ballot measure before the electors to reauthorize the APA, and the corresponding APA fees, for an additional twenty (20) year time frame, to allow for the continued progress toward the protection of the Spokane Aquifer; and

WHEREAS, for the purposes of the ballot measure to reauthorize the APA and corresponding APA fees, the City Council believes it is in the best interest to approve the inclusion of the City municipal boundaries within the proposed reauthorized Spokane Aquifer Protection Area, subject to renewal or negotiation of any agreements between City and Spokane County in furtherance of or pursuant to chapter 36.36 RCW, if any; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MILLWOOD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Incorporation of Recitals: The recitals set forth herein are hereby incorporated as a part of this Resolution.

Section 2. Authorization for Inclusion in Municipal Boundaries: The City Council, as authorized by chapter 36.36 RCW, does hereby conditionally approve the inclusion of its municipal boundaries within the boundaries of the proposed reauthorized Spokane Aquifer Protection Area. In making the decision, the Council understands that this action will enable the Spokane County Board of Commissioners to place the reauthorization of the Spokane Aquifer Protection Area and corresponding fee before the electors. In taking this action, the City Council is not taking a position in support or opposition to any ballot measure which may be submitted to the electors by the Spokane County Board Commissioners to reauthorize the Aquifer Protection Area and collecting the corresponding fee. Such action can only be taken consistent with the provisions of RCW 42.17.130.

Section 3. Severability: If any section, sentence, clause, or phrase of this Resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Resolution.

RESOLUTION 2025-03

APRIL 8, 2025

Section 4. Repealer: All resolutions, laws, and regulations, or parts thereof in conflict with this resolution are, to the extent of said conflict, hereby repealed.

Section 5. Effect: This Resolution shall be in full force and effect from and after its adoption by the Council.

KEVIN FREEMAN, MAYOR

Attest:

LISA CASSELS, CITY CLERK

File Attachments for Item:

d. RESOLUTION 2025-04 Historic Preservation Commission Meeting Schedule

RESOLUTION 2025-04

_____, 2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILLWOOD, WASHINGTON ADOPTING RULES OF PROCEDURE FOR THE HISTORIC PRESERVATION COMMISSION; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, the City of Millwood (the "City"), Spokane County, Washington is a non- charter code city, by virtue of the Constitution and the laws of the State of Washington; and

WHEREAS, the City adopted Ordinance 464 on August 12, 2014, creating the Millwood Historic Preservation Commission ("Commission"); and

WHEREAS, state law provides certain property tax incentives for property owners under the Certified Local Government Program administered by the Washington State Department of Archaeology and Historic Preservation ("DAHP"); and

WHEREAS, the adoption of Rules of Procedure for the Commission is a requirement for designation of the City as a Certified Local Government; and

WHEREAS, the Commission has recommended approval of a draft Rules of Procedure meeting DAHP's requirements, a copy of which is attached hereto as Attachment 1.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MILLWOOD, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Approval of Rules of Procedure: The Rules of Procedure for the Millwood Historic Preservation Commission contained in Attachment 1 attached hereto are hereby approved.

Section 2. Severability: If any section, sentence, clause, or phrase of this Resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Resolution.

Section 3. Repeal: All ordinances and resolutions, laws, and regulations, or parts thereof in conflict with this Ordinance are, to the extent of said conflict, hereby repealed.

Section 4. Effective Date: This Resolution shall be in full force and effect upon adoption by the Council.

RESOLUTION 2025-04

_____, 2025

PASSED BY THE COUNCIL OF THE CITY OF MILLWOOD THIS _____ DAY OF
_____ 2025.

KEVIN FREEMAN, MAYOR

Attest:

LISA CASSELS, CITY CLERK

ATTACHMENT 1**Millwood Historic Preservation Commission
Rules of Procedure****Introduction**

Rules of Procedure are intended to provide a format and guidance for the operations of the Historic Preservation Commission. The information is gathered in part from the historic preservation ordinance. It also gives the HPC an opportunity to elaborate on policies in the preservation ordinance. In the event of a conflict between these Rules and a city ordinance, the ordinance shall prevail. These Rules of Procedure are subject to approval by the City Council.

Article I Organization and Meetings

A) Creation. The Millwood Historic Preservation Commission ("Commission") was created by Ordinance No. 464, codified in Chapter 15.22 of the Millwood Municipal Code.

B) Purpose. The purpose of this Commission is to provide for the identification, evaluation, designation, and protection of significant historic and prehistoric resources within the city of Millwood and preserve and rehabilitate eligible historic properties for future generations through special valuation, a property tax incentive, as provided in Chapter 84.26 RCW in order to:

- (1) safeguard the heritage of the community as represented by those buildings, objects, sites and structures which reflect significant elements of its history;
- (2) foster civic and neighborhood pride in the beauty and accomplishments of the past, and a sense of identity based on the community's history;
- (3) encourage the stabilization or improvement of the aesthetic and economic vitality and values of such sites, improvements and objects;
- (4) assist, encourage and provide incentives to private owners for preservation, restoration, redevelopment and use of outstanding historic buildings, objects, sites and structures; and
- (5) promote and facilitate the conservation of valuable material and energy resources through ongoing use and maintenance of the existing built environment.

RESOLUTION 2025-04

_____, 2025

C) Membership. The Historic Preservation Commission shall be organized in accordance with the following provisions.

- (1) The commission shall consist of no more than five (5) members appointed by the Mayor and confirmed by the City Council. All members of the commission shall have a demonstrated interest and/or competence in historic preservation and possess qualities of impartiality and broad judgment.
- (2) Members of the commission shall either be residents of the city of Millwood or own real property within the city of Millwood.
- (3) A minimum of two (2) positions on the commission shall be reserved for persons who have experience in identifying, evaluating, and protecting historic resources and are selected from among the disciplines of architecture, history, architectural history, planning, prehistoric and historic archaeology, folklore, cultural anthropology, curation, conservation, and landscape architecture, or related disciplines. Any commission action that would otherwise be valid shall not be rendered invalid by the temporary vacancy of any or all of the two positions, unless the commission action is related to meeting Certified Local Government (CLG) responsibilities cited in the Certification Agreement between the Mayor and the State Historic Preservation Officer. Exception to the residency requirement in Subsection 15.22.040(2)(b) may be granted by the Mayor and confirmed by the City Council in order to provide for members of the commission from the necessary disciplines.
- (4) The original appointment of members to the commission shall be as follows: one (1) member for two (2) years, two (2) members for three (3) years; and two (2) members for four (4) years. Thereafter, appointments shall be made for a three (3) year term. Members may be appointed to successive terms. Vacancies shall be filled for the unexpired term in the same manner as the original appointment. Members may be removed by the Mayor with the approval of the City Council.
- (5) In making commission appointments, the Mayor may consider names submitted from any source, but the Mayor should notify history and community development related organizations of vacancies so that names of interested and qualified individuals may be submitted by such organizations for consideration, along with names from any other source.

D) Duties and Responsibilities. The primary responsibilities of the Historic Preservation Commission are to identify and actively encourage the conservation of the city's historic resources by initiating and maintaining a register of historic places and reviewing proposed changes to register properties; to raise

RESOLUTION 2025-04

_____, 2025

community awareness of the city's history and historic resources; and to serve as the city's primary resource in matters of history, historic planning, and preservation.

In carrying out these responsibilities, the historic preservation commission shall engage in the following activities:

- (1) conduct and maintain a comprehensive inventory of historic resources within the boundaries of the city and adopt standards in its rules to guide this activity;
- (2) initiate and administer the Millwood Register of Historic Places as set forth in Section 15.22.050 and adopt standards in its rules to guide this activity;
- (3) review and make recommendations regarding proposals to construct, modify, remodel, move, demolish, or significantly affect properties or districts
- (4) n the register as provided in Section 15.22.060 and adopt standards in its rules to guide this review and the issuance of a Certificate of Alteration or Certificate of Demolition;
- (5) serve as the local review board for special property tax valuation in accordance with the provisions of Section 15.22.070 and adopt standards in its rules to guide this activity;
- (6) review nominations to the State and National Registers of Historic Places;
- (7) conduct and promote public educational and interpretive programs regarding historic and prehistoric resources, addressing such topics as maintenance and rehabilitation of historic properties to encourage appropriate use and preservation of historic resources and discourage the deterioration of historic properties due to neglect, abandonment, or other cause;
- (8) cooperate with federal, state, and other local government entities on matters that further historic preservation objectives in the community;
- (9) advise the Mayor and City Council on matters pertaining to history and historic preservation, including recommendations on land use, housing, and capital improvement proposals that may affect local historic resources, and communication about various federal, state, local or private funding sources available to promote historic preservation in the community;
- (10) officially recognize excellence in the rehabilitation of historic buildings, structures and sites, and new construction in historic areas, and encourage appropriate measures for such recognition;
- (11) conduct all commission meetings in compliance with Chapter 42.30 RCW, Open Public Meetings Act, to provide for adequate public participation, and adopt standards in its rules to guide this action; and

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(12) perform such other duties and responsibilities as may be conferred by city ordinance or as directed by the City Council.

E) Open Meetings –

All meetings of the preservation commission shall be open to the public, except where otherwise provided by the Washington Open Public Meetings Act (Chapter 42.30 RCW). It is the intent of OPMA that the actions of the Commission be taken openly and that their deliberations be conducted openly. A meeting under OPMA takes place when a quorum of the Commission is present and takes "action." Action is defined very liberally to include discussions, deliberations, public testimony, review, evaluations and voting on motions related to matters which are, or will be, before the Commission. This applies as well to telephone conversations and electronic messages. Special meetings must be publicized as required by statute: 24 hours' notice to members and the news media, and posted to the city's website and public notice boards. Executive sessions, in which the public are excluded, must comply with the state's strict rules on such meetings.

F) Appearance of Fairness/Conflict of Interest Policy

The general rule for Appearance of Fairness (Conflict of Interest) is that a municipal officer, including an appointed official serving on the Commission, shall not use his or her position to secure special privileges or exemptions for himself, herself or others. A "special privilege" relates to being allowed to do something that would otherwise be prohibited, or to being relieved from doing something that would be otherwise mandated. When in doubt, the city attorney should be consulted. It is not necessary that there be an actual conflict of interest, but merely an appearance of a conflict may be enough to call into question the Commissioner's participation in a matter. In the case of a possible appearance of fairness issue, the Commissioner should disclose the issue as early as possible.

G) Meetings.

(1) Regular Meetings - The regular meetings of the Commission shall be held at 6:00 p.m. on the ~~third Thursday~~ second Monday of the month at the City Hall, provided that meetings may be held at some other convenient place if directed by the Chair in advance of the meeting. If a regularly scheduled meeting occurs on a legal holiday, the Chair may set an alternate day for the meeting.

2. Special meetings - Special meetings of the preservation commission may be called at any time by the Chair. At least forty-eight hours' notice of the time and place of special meetings shall be given to each member; provided that this requirement may be waived

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by consent of all the members. The purpose of the special meeting must be stated in the notice.

3. Cancellation - Whenever there is no business to be conducted, the Chair may dispense with a regular meeting by giving notice to all members not less than twenty-four hours prior to the time set for the meeting, provided that the Commission holds at least four meetings each year.

4. Quorum - A quorum shall consist of a majority of the members.

5. Agenda - The agenda for each meeting shall be prepared by staff at the direction of the Chair. The normal order of business at each meeting shall be: (1) call to order, (2) determination of quorum, (3) approval of the agenda, (4) approval of minutes of the previous meeting, (5) old business, (6) new business, (7) adjournment.

6. Decisions - Decisions of the preservation commission shall be by a majority of those members present and voting, a quorum being present. Decisions may be made by voice vote unless any member requests a roll call vote.

7. Public Comments - A time limit may be set by the preservation commission for the presentations or remarks of non-members. Rules of parliamentary procedure. The Commission shall follow Robert's Rules of Order. Exceptions to the Rules may be made by majority vote of the Commission.

H) Minutes.

The Commission shall keep minutes of its proceedings showing the action of the commission upon each matter. Such minutes shall include the names of interested persons who provide comments regarding a matter under consideration and the respective position of each. In addition, the minutes shall document the commission's decisions and reference any conditions imposed by the commission. These minutes shall be filed with the city clerk and shall be public records.

I.) Officers

a. Chair - A Chair shall be elected by the members of the commission from among their membership for a one-year term, and shall be eligible for reelection. The Chair shall preside at all meetings and hearings. The Chair shall decide all points of order and procedure, subject to the historic preservation ordinance and any rules of procedure or guidelines adopted

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by the preservation commission, unless directed otherwise by a majority of the members in session at the time. The Chair may discuss or vote on any matters before the body. In the event the Chair is unable to participate due to absence or a conflict of interest, the Commission shall elect an acting chair from among the members present. The acting chair shall have the same powers and duties as the Chair when acting in that capacity. If the position of the member elected as Chair becomes vacant before the end of the one-year term, a new Chair shall be elected from the membership to serve for the remainder of the unexpired term.

b. Secretary - The Secretary shall be the City Planner or his/her designee. The Secretary shall keep the minutes of the Commission's proceedings, prepare meeting agenda and notices, maintain the Commission's records, and provide other staff functions for the Commission.

Article II Inventory of Historic Resources

The Commission will create a Millwood Inventory of Historic Places to list potentially significant historic resources. The following are criteria for inclusion of properties in the Inventory.

Any building, structure, site, object or district may be placed on the Inventory if it is significantly associated with the history, architecture, archaeology, engineering, or cultural heritage of Millwood; has historical integrity; is at least 50 years old, or, if younger, possesses exceptional importance; and if it meets at least one of the following criteria:

1. It is associated with events that have made a significant contribution to the broad patterns of national, state or local history.
2. It embodies the distinctive architectural characteristics of a type, period, style, or method of construction, or represents a significant and distinguishable entity whose components may lack individual distinction.
3. It is an outstanding work of a designer, builder or architect who has made a substantial contribution to the art.
4. It exemplifies or reflects special elements of the City's cultural, special, economic, political, aesthetic, engineering or architectural history.
5. It is associated with the lives of persons significant in national, state or local history.
6. It is yielded or is likely to yield important archaeological information.
7. It is a building or structure removed from its original location but which is significant primarily for architectural value, or which is the only surviving structure significantly associated with an historic person or event.

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8. It is a birthplace or grave of an historical fixture of outstanding importance and is the only surviving structure or site associated with that person.
9. It is a cemetery which derives its primary significance from age, from distinctive design features, or from association with historic events or cultural patterns.
10. It is a reconstructed building that has been executed in a historically accurate manner on the original site.
11. It is a creative and unique example of folk architecture and design created by persons not formally trained in the architectural or design professions, and which does not fit into formal architectural or historical categories.
12. Anyone may recommend a property for inclusion in the Inventory Inventories should be completed using the Historic Place Inventory Form provided by DAHP.

Article III Millwood Register of Historic Places (cf. 15.22.050)**a. Criteria for Determining Designation in the Register.**

Any building, structure, site, object, or district may be designated for inclusion in the Millwood Register of Historic Places if it is significantly associated with the history, architecture, archaeology, engineering, or cultural heritage of the community; if it has integrity; is at least 50 years old, or is of lesser age and has exceptional importance; and if it falls in at least one of the following categories:

- i. is associated with events that have made a significant contribution to the broad patterns of national, state, or local history;
- ii. embodies the distinctive architectural characteristics of a type, period, style, or method of design or construction, or represents a significant and distinguishable entity whose components may lack individual distinction;
- iii. is an outstanding work of a designer, builder, or architect who has made a substantial contribution to the art;
- iv. exemplifies or reflects special elements of the city's cultural, special, economic, political, aesthetic, engineering, or architectural history;
- v. is associated with the lives of persons significant in national, state, or local history;
- vi. has yielded or may be likely to yield important archaeological information related to history or prehistory;
- vii. is a building or structure removed from its original location but which

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is significant primarily for architectural value, or which is the only surviving structure significantly associated with an historic person or event;

viii. is a birthplace or grave of an historical figure of outstanding importance and is the only surviving structure or site associated with that person;

ix. is a cemetery which derives its primary significance from age, from distinctive design features, or from association with historic events, or cultural patterns;

x is a reconstructed building that has been executed in an historically accurate manner on the original site; or

xi is a creative and unique example of folk architecture and design created by persons not formally trained in the architectural or design professions, and which does not fit into formal architectural or historical categories.

b. Process for Designating Properties or Districts to the Register.

i. Any person may nominate a building, structure, site, object or district for inclusion in the Millwood Register of Historic Places. Members of the Historic Preservation Commission or the commission as a whole may generate nominations. In its nomination decision, the commission shall consider the Millwood inventory of historic resources and the city comprehensive plan.

ii. In the case of individual properties, the nomination shall include the written consent of the owner(s) of the subject property. The nomination documentation shall also include the UTM reference and all features (interior and exterior) of principal structures and accessory buildings that contribute to its significance.

iii. In the case of districts, the nomination shall include a description of the boundaries of the district; the characteristics of the district which justify its inclusion on the register; and a list of all properties including features, structures, sites, and objects which contribute to the significance of the district. The nomination documentation shall also include the written consent of all owner(s) of the subject property located within the proposed district.

iv. The commission shall consider the nomination at a public meeting. Notice of the nomination shall be given to the public, the owner(s) of all properties that are the subject of the nomination and the authors of the nomination, if different, and lessees, if any, of any subject property, at least 30 days prior to the public meeting in accordance with rules established by the commission pursuant to Subsection 22.040(4). Such notice shall include publication in a newspaper of general circulation in the city and posting of the property.

v. The Historic Preservation Commission shall consider the merits of

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the nomination, according to the criteria in Subsection 15.22.050(1), and according to nomination review standards that may be established by the commission pursuant to Subsection 15.22.040(4). If the commission finds that the nominated property or district is eligible for the register, the commission shall list the property or district in the register. The public, the authors of the nomination, and the owner(s) of the subject property(ies) shall be notified of the listing.

c. Effects of Listing on the Register.

(1) Listing on the Millwood Register of Historic Places is an honorary designation denoting significant association with the historic, archaeological, engineering, or cultural heritage of the community. Properties are listed individually or as located within an historic district.

(2) Prior to the commencement of any work on an historic property as defined herein or any property located within an historic district as defined herein, excluding ordinary repair and maintenance and emergency measures defined in Section 15.22.030, the owner or his/her authorized agent shall request and receive a Certificate of Alteration. Violation of this provision shall be grounds for the commission to review the historic property or historic district for removal from the Register.

(3) Prior to whole or partial demolition of an historic property as defined herein or any property located within an historic district, the owner must request and receive a Certificate of Demolition. Violation of this provision shall be grounds for the commission to review the historic property or historic district for removal from the Register.

(4) Once the city of Millwood is approved as a Certified Local Government, only historic properties listed on the Millwood Register of Historic Places are eligible for special tax valuation in accordance with the provisions of Section 15.22.070.

d. Process for Removing Properties from the Register. In the event that any property or district is no longer deemed appropriate for designation on the Millwood Register of Historic Places, the Historic Preservation Commission or the owner of the subject property may propose the removal of that property or district from the register by the same procedure set forth in Subsection 15.22.050(2) for designating a property or district on the register. Owner consent for removal of a property or district from the register is not required.

e. Appeal of Decisions to Designate or Remove Properties on Register. Any aggrieved party may appeal a decision of the Historic Preservation Commission to designate or remove a property or district on the Millwood Register of Historic Places. Said appeal shall be filed with the City Clerk and shall be accompanied by an appeal fee, the amount of which shall be set by resolution of the City Council. An appeal of such a decision shall be heard by the city hearing examiner pursuant to chapter 2.56 of the Millwood Municipal Code.

Article IV Review of Alterations to Register Properties

Except as otherwise provided in this section, no person shall alter an individual property on the Millwood Register of Historic Places or any property within an historic district on the register without receipt from the Historic Preservation Commission of a Certificate of Alteration, or in the case of demolition, a Certificate of Demolition. The review process shall apply to all features of the property, interior and exterior, that contribute to the designation of the property or an historic district as listed on the nomination form. The requirements below shall apply to review of property alterations or demolitions under this Section.

A. Requests for Review. The building official shall notify the historic preservation commission or professional staff of any application for a permit to work on an individual property on the Millwood Register of Historic Places or any property within an historic district on the register. If the activity is not exempt from review, the commission or professional staff shall notify the applicant of the review requirements. The building official shall not issue any such permit until a Certificate of Alteration or Certificate of Demolition is received from the commission but shall work with the commission as appropriate to provide information regarding applicable building and fire code regulations. Said regulations shall include the Washington State Historic Building Code provisions authorized in Chapter 19.27 RCW. Applications for a Certificate of Alteration or a Certificate of Demolition shall be filed with the Planning Director.

B. Review of Applications for Certificate of Alteration.

(1) Application Materials. Applications for a Certificate of Alteration shall include the following information and materials:

- a) the applicant's name and address, and the owner's name, address, and written consent if the applicant is not the owner;
- b) proof of ownership of the property;
- c) a legal description of the property;
- d) comprehensive exterior and interior photographs of the property;
- e) a scaled plot plan exhibiting dimensions and orientation of the property, location and dimensions of existing and proposed structures, and location and layout of parking areas, walkways, and landscaping, provided the proposal involves alterations to the exterior dimensions of any structure on the property;
- f) architectural plans or other legible drawings, drawn to scale, depicting the proposed alteration activity, including a description of existing and proposed building materials and colors; and
- g) an application fee, the amount of which shall be set by resolution of the City Council.

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(2) Exemptions. The following activities do not require a Certificate of Alteration or review by the commission:

- a) ordinary repair and maintenance, as defined in Section 15.22.030;
- b) emergency measures, as defined in Section 15.22.030; or
- c) work involving interior features of a property that the commission has not designated as historic features unless the interior work is being considered for Special Tax Valuation.

(3) Commission Review.

a) The commission shall meet with the applicant and review the proposed work according to the design review criteria in its rules established pursuant to Subsection 15.22.040(4). Unless legally required, there shall be no notice, posting, or publication requirements for action on the application, but all such actions shall be made at regular or special meetings of the commission. The commission shall complete its review and make its recommendations within 45 calendar days of the date of receipt of a complete application. If the commission is unable to process the request, the commission may ask for an extension of time.

b) The commission's recommendations shall be in writing and shall state the findings of fact and reasons relied upon in reaching its decision. Any conditions agreed to by the applicant in this review process shall become conditions of approval of the permits granted. If the owner agrees to the commission's recommendations, a Certificate of Alteration shall be granted by the commission according to standards established in the commission's rules.

c) The commission's recommendations shall be transmitted to the building official, who shall have final determination on whether to issue a Certificate of Alteration. If a Certificate of Alteration is granted, the building official may then issue the permit.

C. Review of Applications for Certificate of Demolition.

(1) Application Materials. Applications for a Certificate of Demolition shall include the following information and materials:

- a) the applicant's name and address, and the owner's name, address, and written consent if the applicant is not the owner;
- b) proof of ownership of the property;
- c) a legal description of the property;
- d) comprehensive exterior and interior photographs of the property;
- e) a scaled plot plan exhibiting dimensions and orientation of the property; location and dimensions of existing structures, with an indication of which structure(s) is proposed to be demolished; and

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location and layout of parking areas, walkways, and landscaping; and

f) an application fee, the amount of which shall be set by resolution of the City Council.

(2) Exemption. Emergency measures, as defined in Section 15.22.030, do not require a Certificate of Demolition or review by the commission.

(3) Commission Review.

a) The commission shall meet with the applicant in an attempt to find alternatives to demolition. Unless legally required, there shall be no notice, posting, or publication requirements for action on the application, but all such actions shall be made at regular or special meetings of the commission. Negotiations between the commission and applicant may last no longer than 45 calendar days from the initial meeting of the commission, unless the applicant requests an extension of time. If no request for an extension is made and there is no agreement on an alternative to demolition, the commission shall act to approve or deny the Certificate of Demolition.

b) The commission's decision to approve or deny a Certificate of Demolition shall be in writing and shall state the findings of fact and reasons relied upon in reaching its decision. When issuing a Certificate of Demolition, the board may require the owner to mitigate the loss of the structure(s) by means determined by the commission at the meeting including the possible requirement to deconstruct and salvage building materials as part of the demolition process.

c) The commission's decision and, if granted, the Certificate of Demolition shall be transmitted to the building official, who shall have final determination on whether to issue a Certificate of Alteration. If a Certificate of Demolition is granted, the building official may then issue the permit.

d) After demolition is accomplished, the commission shall review the property to determine if it should be removed from the register.

D. Commission Rules. The Historic Preservation Commission is authorized to establish rules to guide its review of applications for a Certificate of Alteration or Certificate of Demolition.

E. Appeal of Decisions on Certificates of Alteration or Demolition. Any aggrieved party may appeal a decision regarding a Certificate of Alteration or Certificate of Demolition to the City's hearing examiner within ten (10) calendar days after the date of the decision being appealed. The appeal must state the grounds upon which the appeal is based. The appeal shall be reviewed by the hearing examiner pursuant to chapter 2.56 of the Millwood Municipal Code. Appeal of the hearing examiner's decision regarding a Certificate of Alteration or Certificate of Demolition may be made pursuant to Chapter 36.70C RCW, the

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Land Use Petition Act, in compliance with the statute and through the Spokane County Superior Court.

Article V Special Property Tax Valuation

A. Eligible Property. In order to be eligible to apply for special valuation in accordance with the provisions of this Chapter, a property must be individually listed on the Millwood Register of Historic Places or must be certified by the Historic Preservation Commission as a contributing property within an historic district on the Millwood Register of Historic Places and said property must have undergone qualifying rehabilitation work within the standards set forth in this Section. The actual cost of rehabilitation work shall be calculated on the basis of expenses incurred for improvements or work elements completed during the 24 month period prior to the date of application. Properties subject to ongoing or phased rehabilitation work shall be eligible for special valuation so long as the property meets the criteria of Subsection 15.22.070(3)(a).

B. Application Requirements. The requirements below shall apply to applications for special valuation.

(1) The owner of an historic property desiring special valuation shall apply to the assessor of the county in which the historic property is located upon forms prescribed by the department of revenue and supplied by the county assessor.

(2) In order to be eligible for special valuation, applications must be filed not later than October 1 of the calendar year preceding the assessment year for which special valuation is sought.

(3) Applications for special valuation shall be accompanied by the applicable fee(s) established for such applications, provided a resolution and/or interlocal agreement(s) has been approved by the City Council for this purpose.

(4) Applications for special valuation shall include the following information and materials:

- a) the applicant's name and address, and the owner's name, address, and written consent if the applicant is not the owner;
- b) proof of ownership of the property;
- c) a legal description of the property;
- d) comprehensive exterior and interior photographs of the property before and after rehabilitation;
- e) architectural plans or other legible drawings, drawn to scale, depicting the completed rehabilitation work, including a description of

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applicable building materials and colors; and

f) documentation as to the actual cost of the rehabilitation project and the period of time during which the rehabilitation took place, and a notarized affidavit attesting to the accuracy of this information.

(5) The Historic Preservation Commission is authorized to examine the applicant's records and may require the applicant to provide information in addition to the material required in Section 15.22.070(2)(d) to assist in its review.

C. Application Procedures. The procedures below shall be followed with regard to applications for special valuation.

(1) Following receipt of an application for special valuation from the Spokane County Assessor, the Historic Preservation Commission shall conduct a public meeting to review the application consistent with the provisions of this Section and the commission's rules. At said public meeting, the commission shall determine if the application is complete and if the property in question meets the following criteria:

- a) the property is historic property;
- b) the property is included within a class of historic property determined eligible for special valuation by the provisions of this Section;
- c) the property has been rehabilitated at a cost which meets the definition of "cost" set forth in Section 15.22.030; and
- d) the property has not been altered in any way that adversely affects those elements that qualify it as historically significant, utilizing for this purpose the Washington State Advisory Council's Standards for the Rehabilitation and Maintenance of Historic Properties set forth in WAC 254-20-100, as amended.

(2) If the Historic Preservation Commission determines that the application for special valuation is complete and the property in question satisfies all of the criteria set forth in Subsection 15.22.070(3)(a), it shall, on behalf of the city of Millwood, enter into an agreement with the owner that meets the specifications of WAC 254-20-120, as amended. Upon execution of said agreement between the commission and the owner, the commission shall approve the application for special valuation.

(3) If the Historic Preservation Commission determines that the property in question does not meet all of the requirements for special valuation, including the criteria set forth in Section 15.22.070(3)(a), it shall deny the application.

(4) The Historic Preservation Commission shall certify its decision in writing and state the facts upon which the approval or denial is based. Within ten days of issuing a decision, the commission shall file a copy of its

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certified written decision, all application materials, and any pertinent agreement(s) with the county assessor for recording. The commission shall also transmit a copy of the certification to the applicant. If the commission has approved an application for special valuation, the commission shall notify the state review board of such approval.

(5) Complete applications for special valuation filed on or before October 1 shall be approved or denied by the Historic Preservation Commission before December 31 of the calendar year in which the application is made.

D. Monitoring and Disqualification.

(1) Following the execution of a special valuation agreement between the Historic Preservation Commission and the property owner, no changes in standards of maintenance, public access, alteration, report requirements, or any other provisions of the agreement shall be allowed during the special valuation period without the approval of all parties to the agreement.

(2) The Historic Preservation Commission shall monitor properties for which special valuation has been approved, and, if it suspects any irregularities, it shall conduct a public meeting in accordance with its rules to determine whether or not a property is disqualified/ram special valuation due to:

- a) the owner's failure to comply with the terms of the agreement, or
- b) a loss of historic value resulting from physical changes to the building or site, utilizing for this purpose the Washington State Advisory Council's Standards for the Rehabilitation and Maintenance of Historic Properties set forth in WAC 254-20-100.

(3) In the event that the Historic Preservation Commission concludes that a property is no longer qualified for special valuation, it shall notify the owner(s), the Spokane County Assessor, and the state review board in writing and state the facts supporting its findings.

E. Appeals.

(1) Any decision of the Historic Preservation Commission acting on an application for classification as historic property eligible for special valuation may be appealed to Superior Court of Spokane County under Chapter 34.05.510 through 34.05.598 RCW in addition to any other remedy of law.

(2) Any decision on the disqualification of historic property eligible for special valuation, or any other dispute, may be appealed to the County Board of Equalization in accordance with 84.40.038 RCW.

File Attachments for Item:

a. Consent Agenda

(1) March 11, 2025 City Council Regular Meeting Minutes, (2) March 18, 2025 City Council Special Meeting Minutes, (3) March 26, 2025 City Council Special Meeting Minutes, (4) March 2025 Treasurer's Report, (5) March 2025 Claims, (6) March 2025 Payroll and (7) Historic Preservation Commission Chair Kris Major submits Colleen Kirsten and Alex Brannin for reappointment to the Historic Preservation Commission.



City Council Regular Meeting Minutes

Tuesday, March 11, 2025 at 6:00 PM

9103 E Frederick Ave.

www.youtube.com/@cityofmillwood

1. CALL TO ORDER & ROLL CALL

Mayor Freeman called the Regular City Council meeting to order at 6:03 pm.

PRESENT

Council Member Shawna Beese

Council Member Shaun Culler

Council Member Kelly Stravens

Council Member Andy Van Hees

ABSENT

Council Member Dan Sander

Motion made by Council Member Van Hees, Seconded by Council Member Stravens to excuse Council Member Sander from the March 11, 2025 meeting.

Voting Yea: Council Member Beese, Council Member Culler, Council Member Stravens, Council Member Van Hees

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MEETING AGENDA

Motion made by Council Member Stravens, Seconded by Council Member Van Hees to amend the consent agenda to include the reappointment of Annie Oakes to the Historic Preservation Commission.

Voting Yea: Council Member Beese, Council Member Culler, Council Member Stravens, Council Member Van Hees

Motion made by Council Member Beese, Seconded by Council Member Culler to approve the amended agenda.

Voting Yea: Council Member Beese, Council Member Culler, Council Member Stravens, Council Member Van Hees

4. LOCAL AGENCY REPORTS/PRESENTATIONS

- a. Spokane County Assessor's Office Presentation - 2025 Property Tax Allocation - Joe Hollenbeck

Joe Hollenback explained the valuation & assessment process and how the revaluation of Inland Empire Paper will impact the City of Millwood taxes.

5. OTHER PRESENTATIONS

- a. Jeremy Clark - Millwood Impact - Community Gardening

Mr. Clark, Director of Operations Millwood Impact, explained that Millwood Impact served the community in many ways with after school programs, meal deliveries to the community, and now would be providing a new community garden on Dalton Ave that will provide space to garden as well as education on how to garden. Mr. Clark announced that Inland Empire Paper owned the land east of the Pumpkin Patch and had agreed to allow the community garden to expand their operations utilizing those vacant lots; Many improvements are planned for the Pumpkin Patch in the future.

6. PUBLIC COMMENTS CONCERNING ACTION ITEMS

There was an emailed comment regarding Ordinance # 544 from 11.12.2024 included in the packet that was previously viewed by Council at the 11.12.2024 Council meeting. No other comments were submitted.

7. EXECUTIVE SESSION (if necessary)

Mr. Werst asked to move the Executive Session to the end of the Council meeting. No action will be taken in the Executive Session.

8. ACTION ITEMS FOR FIRST READING

a. Special Event Permit - Farmers Market 2025

Ms. Cassels explained that the 2025 Special Event Application for the Farmers Market had no changes from the 2024 application. Mr. Werst explained that the code required 90 days' notice for a fee waiver to be considered and the application was submitted 4 days late. Mr. Werst suggested that a finding regarding waiving the Special Event fee accompany the Farmers Market Application for consideration at the next meeting. Additionally, Council may want to consider the 90-day notice for fee waiver requirements at a future time.

b. Special Event Permit - Spokane Canoe & Kayak Club

Ms. Cassels explained that the Spokane Canoe & Kayak Club Special Event Application was for a "swap meet" type of event. They would be selling used equipment in the Park. It was the first year this group had applied for a special event permit. Mr. Schiewe had reviewed the permit and had no concerns.

c. Argonne Congestion Relief Project Bids (May request consideration)

Matt Gillis, Welch Comer Engineers, explained that the City had received 6 responsive bids for the Argonne Congestion Relief Project. Liberty Concrete LLC was the low bidder in the amount of \$2,388,557.00. Mayor Freeman stated that the City was required by law to accept the lowest bid; subject to WSDOT approval. Mayor Freeman asked the Council to forego a second touch on this item and to move to consideration for acceptance of Liberty Concrete LLC for the construction of the Argonne Congestion Relief Project.

Motion made by Council Member Van Hees, Seconded by Council Member Culler to accept the Liberty Concrete LLC bid in the amount of \$ 2,388,557.00 for the construction of the Argonne Road Empire to Liberty Congestion Relief Project otherwise known as the Argonne Congestion Relief Project subject to WSDOT final approval.

Voting Yea: Council Member Beese, Council Member Culler, Council Member Stravens, Council Member Van Hees

9. ACTION ITEMS FOR CONSIDERATION

a. Consent Agenda

(1) February 2025 City Council Regular Meeting Minutes, (2) February 2025 Treasurer's Report, (3) February 2025 Claims, (4) February 2025 Payroll, and (5) Barbara St. Clair reappointment to the Historic Preservation Commission.

Motion made by Council Member Beese, Seconded by Council Member Stravens to approve the amended consent agenda which included the addition of the reappointment of Annie Oakes to the Historic Preservation Commission.

Voting Yea: Council Member Beese, Council Member Culler, Council Member Stravens, Council Member Van Hees

- b. ORDINANCE #544 MMC Section 17.04 / 17.040.35 (Adoption by Reference). Spokane County Off-Street Parking & Loading Standards (voted to table ORD #544 - November 12, 2024 Council Meeting)

Ms. Tainio discussed the sections of the Spokane County Off-Street Parking and Loading Standards that would be utilized if Ordinance #544 was adopted. Ordinance #544 would serve as a way to fill some of the gaps in the code until the Millwood Municipal Code could be updated which would not be until 2026 or 2027.

The Council discussed front yard parking, backing onto the right of way, RV parking, and if the document was adopted by reference how the City would selectively enforce the document.

The Council asked to have Ordinance #544 prepared to reflect the adoption by Reference of Spokane County Chapter 14.802 Off-Street Parking and Loading Standards excluding 14.802.060 subsection 9 and including the specific highlighted sections for consideration at the next meeting.

10. REPORTS (no action)

- a. Treasurer - Debb Matkin

Ms. Matkin had nothing further to report.

- b. Clerk/Public Records and Code Enforcement – Lisa Cassels

Ms. Cassels reported that five public records requests had been submitted and fulfilled. Several code enforcement cases were ongoing, a barking dog complaint that was affecting an entire neighborhood and was not being addressed by SCRAPS had finally been resolved, and one case that had been issued a notice and order without compliance that needed to move to legal action.

Motion made by Council Member Culler, Seconded by Council Member Van Hees to authorize the City the authority to initiate a code enforcement abatement action at 9614 E Frederick Ave. Voting Yea: Council Member Beese, Council Member Culler, Council Member Stravens, Council Member Van Hees

- c. Facilities - Kyle Schiewe

Mr. Schiewe reported on snow removal, pothole repairs, storm drain cleanouts, submittal of invoices for reimbursement for tree removal per grant guidelines and stated that he would have bids for the Empire speed hump project at the next Council meeting.

He also reported that the Beautification and Tree Board met on February 24, 2025 and Chairperson Charlie Peterson resigned from the board at that meeting. Vickki Naccarato and Debbie Lehinger also announced that they would like to step down as soon as replacement members could be found. The City has had one person interested in joining the board.

- d. Utilities - Matt Erdahl

Mr. Erdahl reported that the water samples were satisfactory, several frozen meters replaced, staff attended Truck Rodeo classes and will be attending a water conference in March, meeting with Ashley at Welch Comer on the Water System Plan and Lift station 1 lost power but was back up and running.

- e. Planning - Amanda Tainio - Upward 7 Consulting

Ms. Tainio submitted her report in the packet.

- f. Legal - Brian Werst - Witherspoon Brajcich McPhee, PLLC

Mr. Werst reported that the code enforcement action at 10423 E Trent had been paused again. The Federal prosecution of the property owners had resumed and was going to trial in early April. He commented that some City employees and former employees may be subpoenaed as witnesses in that matter, and he was currently working on a request for documents from the US Attorney's Office.

- g. Mayor - Mayor Kevin Freeman

Mayor Freeman reported that preliminary meetings for the Argonne Congestion Relief Project were being scheduled, working on policies and procedures manual, the auditor had identified some management recommendations and a finding.

11. COUNCIL INFORMATION (no action or discussion)

- a. SCSO - Intelligence Report - January 2025

12. PUBLIC REMARKS

Shirene Young, 8903 E Liberty, asked if the Argonne Congestion Relief Project would be completed in time for Millwood Daze which was scheduled for August 23, 2025.

13. COUNCIL REMARKS

Council Member Beese asked for clarification on Council Member absences.

Council Member Culler thanked Ms. Tainio for her work on Ordinance #544 and staff for the SCRAPS code enforcement progress.

Council Member Van Hees commented on the positive presence of Deputy Ball in the area.

Council Member Stravens thanked staff.

14. EXECUTIVE SESSION

Mr. Werst announced that City Council would convene to executive session pursuant to RCW 42.30.110 (1)(i) for 20 minutes upon commencement of the executive session and unless otherwise extended by further announcement to discuss with legal counsel legal risks or potential litigation of the City. The City Council will not take action upon conclusion of the executive session. Those attending the Executive Session were Council Members, Mayor Freeman and Debb Matkin. The Executive session began at 8.15 PM, the session was extended multiple times for a total of 45 additional minutes and ended at 9:00 PM.

15. SET NEXT MEETING - City Council Regular Meeting - April 8, 2025 at 6:00 pm.

16. ADJOURNMENT

The City Council meeting was adjourned after the Executive Session at 9:00 pm.

Approved:

Kevin Freeman, Mayor

Attest:

Lisa Cassels, City Clerk



City Council Special Meeting Minutes

Tuesday, March 18, 2025 at 5:00 PM

9103 E Frederick Ave.

www.youtube.com/@cityofmillwood

1. CALL TO ORDER & ROLL CALL

The meeting was called to order at 5:12 pm due to technical issues. Mayor Pro Tem Culler called role.

PRESENT

Council Member Shawna Beese
Council Member Shaun Culler
Council Member Dan Sander
Council Member Kelly Stravens
Council Member Andy Van Hees

Also in attendance were Mr. Werst, City Attorney, Debb Matkin, City Treasurer, and Mayor Freeman attended by phone.

2. PLEDGE OF ALLEGIANCE

3. EXECUTIVE SESSION

At 5:15 pm, executive session was announced by Mr. Werst at the direction of Mayor Pro Tem Culler and held for 20 minutes pursuant to RCW 42.30.110(1)(f), (g) and (i) for the following purposes: To receive or evaluate complaints or charges brought against a public officer or employee; to review the performance of a public employee; and to discuss with legal counsel potential litigation or legal risks of a proposed action or current practice that is likely to result in an adverse legal or financial consequence to the City.

Executive session was extended for 20 minutes at 5:35 pm
Executive session was extended for 20 minutes at 5:55pm
Executive session was extended for 20 minutes at 6:15 pm
Executive session was extended for 15 minutes at 6:30 pm
Executive session was extended for 15 minutes at 6:45 pm
Executive session was extended for 5 minutes at 6:50 pm

4. ADJOURNMENT

The City Council came out of executive session and the Special Meeting was adjourned at 6:51 pm.

Approved:

Attest:

Shaun Culler, Mayor Pro Tem

Lisa Cassels, City Clerk



City Council Special Meeting Minutes

Wednesday, March 26, 2025 at 5:00 PM

9103 E Frederick Ave.

www.youtube.com/@cityofmillwood

1. CALL TO ORDER & ROLL CALL

The meeting was called to order at 5:03 pm. Mayor Pro Tem Culler called role.

PRESENT

Council Member Shawna Beese

Council Member Shaun Culler

Council Member Dan Sander

Council Member Kelly Stravens

Council Member Andy Van Hees

City Attorney Brian Werst was also in attendance.

3. EXECUTIVE SESSION

At 5:04 pm, executive session was announced by Mr. Werst at the direction of Mayor Pro Tem Culler and held for 30 minutes pursuant to RCW 42.30.110(1)(f), (g) and (i) for the following purposes: To receive or evaluate complaints or charges brought against a public officer or employee; to review the performance of a public employee; and to discuss with legal counsel potential litigation or legal risks of a proposed action or current practice that is likely to result in an adverse legal or financial consequence to the City.

Executive session was extended for 15 minutes at 5:34 pm.

4. ADJOURNMENT

The City Council Special Meeting and the Executive Session were adjourned at 5:50 pm.

Approved:

Attest:

Shaun Culler, Mayor Pro Tem

Lisa Cassels, City Clerk

TREASURER'S REPORT

Fund Totals

Section 9, Item a.

City Of Millwood

Time: 14:27:31 Date: 04/03/2025

03/01/2025 To: 03/31/2025

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Fund	Previous Balance	Revenue	Expenditures	Ending Balance	Claims Clearing	Payroll Clearing	Outstanding Deposits	Adjusted Ending Balance
001 General Fund	2,113,161.04	153,735.89	142,534.74	2,124,362.19	80,930.28	56,482.99	-6.07	2,261,769.39
002 MVFT Managerial Fund	5,092.30	1,790.82		6,883.12	0.00	0.00	0.00	6,883.12
099 Unemployment Compensation Fund	51,182.00	0.00		51,182.00	0.00	0.00	0.00	51,182.00
301 Capital Projects Fund	407,238.46	1,076.63		408,315.09	0.00	0.00	0.00	408,315.09
302 Special Capital Projects Fund	412,033.71	1,076.62		413,110.33	0.00	0.00	0.00	413,110.33
401 Utility Operating Fund	402,045.18	48,471.95	36,695.75	413,821.38	9,652.46	23,053.09	-9,950.11	436,576.82
402 Water Capital Fund Managerial	262,968.38	4,796.80		267,765.18	0.00	0.00	-1,135.70	266,629.48
403 Sewer Capital Fund - Managerial	63,695.76	23,850.20	40,704.38	46,841.58	40,704.38	0.00	-5,480.24	82,065.72
	<u>3,717,416.83</u>	<u>234,798.91</u>	<u>219,934.87</u>	<u>3,732,280.87</u>	<u>131,287.12</u>	<u>79,536.08</u>	<u>-16,572.12</u>	<u>3,926,531.95</u>

TREASURER'S REPORT

Account Totals

Section 9, Item a.

City Of Millwood

Time: 14:27:31 Date: 04/03/2025

03/01/2025 To: 03/31/2025

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Cash Accounts		Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
5	2064-Banner Checking	182,642.40	234,792.84	219,934.87	197,500.37	-16,566.05	210,823.20	391,757.52
6	1726-Banner Money Market	357,104.65	6.07	0.00	357,110.72	-6.07	0.00	357,104.65
8	3411-Banner Dedicated	23,000.00	0.00	0.00	23,000.00	0.00	0.00	23,000.00
10	1753 - US Bank Safekeeping	7,492.06	0.00	0.00	7,492.06	0.00	0.00	7,492.06
Total Cash:		570,239.11	234,798.91	219,934.87	585,103.15	-16,572.12	210,823.20	779,354.23
Investment Accounts		Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
9	0373-US Bank Investment	2,123,491.14	0.00	0.00	2,123,491.14	0.00	0.00	2,123,491.14
11	1323 - Banner CD	1,023,686.58	0.00	0.00	1,023,686.58	0.00	0.00	1,023,686.58
Total Investments:		3,147,177.72	0.00	0.00	3,147,177.72	0.00	0.00	3,147,177.72
		3,717,416.83	234,798.91	219,934.87	3,732,280.87	-16,572.12	210,823.20	3,926,531.95

TREASURER'S REPORT
Fund Investments By Account

Section 9, Item a.

City Of Millwood

03/01/2025 To: 03/31/2025

Time: 14:27:31 Date: 04/03/2025

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Fund Totals:	Previous Balance	Purchases	Interest	Total Investments	Liquidated	Ending Balance
001 000 General Fund	1,829,384.64					1,829,384.64
301 000 Capital Projects Fund	405,000.00					405,000.00
302 000 Special Capital Projects Fund	410,000.00					410,000.00
401 000 Utility Fund	-520,893.50					-520,893.50
9 - 0373-US Bank Investment	2,123,491.14	0.00	0.00			2,123,491.14
001 000 General Fund	1,023,686.58					1,023,686.58
11 - 1323 - Banner CD	1,023,686.58	0.00	0.00			1,023,686.58
	3,147,177.72	0.00	0.00			3,147,177.72

TREASURER'S REPORT
Fund Investment Totals

Section 9, Item a.

City Of Millwood

03/01/2025 To: 03/31/2025

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Fund Totals:	Previous Balance	Purchases	Interest	Ttl Investments	Liquidated	Investment Bal	Available Cash
001 General Fund	3,185,317.22					3,185,317.22	-1,060,955.03
002 MVFT Managerial Fund						0.00	6,883.12
099 Unemployment Compensation Fund						0.00	51,182.00
301 Capital Projects Fund	405,000.00					405,000.00	3,315.09
302 Special Capital Projects Fund	410,000.00					410,000.00	3,110.33
401 Utility Operating Fund	-804,628.22					-804,628.22	1,218,449.60
402 Water Capital Fund Managerial						0.00	267,765.18
403 Sewer Capital Fund - Managerial						0.00	46,841.58
	<u>3,195,689.00</u>					<u>3,195,689.00</u>	<u>536,591.87</u>
Ending fund balance (Page 1) - Investment balance = Available cash.							3,732,280.87

TREASURER'S REPORT

Outstanding Vouchers

03/01/2025 To: 03/31/2025

Section 9, Item a.

City Of Millwood

As Of: 03/31/2025 Date: 04/03/2025

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Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
2020	2610	12/13/2020	Util Pay	5		Xpress Billpay	48.40	Xpress Import - CC - 12-13-2020_daily_batch.csv
2025	569	03/24/2025	Util Pay	5		Xpress Billpay	1,273.57	Xpress Import - EFT - 03-24-2025_daily_batch.csv
2025	570	03/24/2025	Util Pay	5		Xpress Billpay	148.78	Xpress Import - Metavante - 03-24-2025_daily_batch.csv
2025	571	03/24/2025	Util Pay	5		Xpress Billpay	72.00	Xpress Import - iPay - 03-24-2025_daily_batch.csv
2025	576	03/25/2025	Util Pay	5		Xpress Billpay	692.68	Xpress Import - EFT - 03-25-2025_daily_batch.csv
2025	577	03/25/2025	Util Pay	5		Xpress Billpay	200.00	Xpress Import - Metavante - 03-25-2025_daily_batch.csv
2025	578	03/25/2025	Util Pay	5		Xpress Billpay	76.38	Xpress Import - iPay - 03-25-2025_daily_batch.csv
2025	579	03/25/2025	Util Pay	5		Xpress Billpay	143.04	Xpress Import - CheckFree - 03-25-2025_daily_batch.csv
2025	581	03/26/2025	Util Pay	5		Xpress Billpay	831.73	Xpress Import - EFT - 03-26-2025_daily_batch.csv
2025	582	03/26/2025	Util Pay	5		Xpress Billpay	236.07	Xpress Import - Metavante - 03-26-2025_daily_batch.csv
2025	583	03/26/2025	Util Pay	5		Xpress Billpay	145.28	Xpress Import - iPay - 03-26-2025_daily_batch.csv
2025	584	03/26/2025	Util Pay	5		Xpress Billpay	186.19	Xpress Import - CheckFree - 03-26-2025_daily_batch.csv
2025	590	03/27/2025	Util Pay	5		Xpress Billpay	649.88	Xpress Import - EFT - 03-27-2025_daily_batch.csv
2025	591	03/27/2025	Util Pay	5		Xpress Billpay	71.52	Xpress Import - Metavante - 03-27-2025_daily_batch.csv
2025	592	03/27/2025	Util Pay	5		Xpress Billpay	196.03	Xpress Import - iPay - 03-27-2025_daily_batch.csv
2025	593	03/27/2025	Util Pay	5		Xpress Billpay	143.01	Xpress Import - CheckFree - 03-27-2025_daily_batch.csv
2025	586	03/28/2025	Util Pay	5		Utility Batch	161.52	
2025	594	03/28/2025	Util Pay	5		Xpress Billpay	2,779.51	Xpress Import - CC - 03-28-2025_daily_batch.csv
2025	595	03/28/2025	Util Pay	5		Xpress Billpay	5,432.00	Xpress Import - EFT - 03-28-2025_daily_batch.csv
2025	596	03/28/2025	Util Pay	5		Xpress Billpay	343.72	Xpress Import - Metavante - 03-28-2025_daily_batch.csv
2025	597	03/28/2025	Util Pay	5		Xpress Billpay	40.91	Xpress Import - OnlineResources - 03-28-2025_daily_batch.csv
2025	598	03/28/2025	Util Pay	5		Xpress Billpay	432.10	Xpress Import - CheckFree - 03-28-2025_daily_batch.csv
2025	599	03/29/2025	Util Pay	5		Xpress Billpay	40.91	Xpress Import - CC - 03-29-2025_daily_batch.csv
2025	600	03/29/2025	Util Pay	5		Xpress Billpay	143.36	Xpress Import - EFT - 03-29-2025_daily_batch.csv
2025	588	03/30/2025	Util Pay	5		Utility Batch	1,210.70	
2025	601	03/30/2025	Util Pay	5		Xpress Billpay	72.48	Xpress Import - EFT - 03-30-2025_daily_batch.csv
2025	603	03/31/2025	Tr Rec	5		Permitting Customer	50.00	
2025	605	03/31/2025	Util Pay	5		Xpress Billpay	289.92	Xpress Import - CC - 03-31-2025_daily_batch.csv
2025	606	03/31/2025	Util Pay	5		Xpress Billpay	294.36	Xpress Import - EFT - 03-31-2025_daily_batch.csv
2025	607	03/31/2025	Util Pay	5		Xpress Billpay	60.00	Xpress Import - iPay - 03-31-2025_daily_batch.csv
2025	608	03/31/2025	Util Pay	5		Xpress Billpay	100.00	Xpress Import - CheckFree - 03-31-2025_daily_batch.csv
Receipts Outstanding:							16,566.05	
2025	615	03/31/2025	Payroll	5	EFT	Shaun Broderick Culler	275.31	March 2025
2025	619	03/31/2025	Payroll	5	EFT	Sarah Christine Hobbs	1,320.97	March 2025
2025	624	03/31/2025	Payroll	5	EFT	Bryce Keith Noack	3,993.25	March 2025
2025	632	03/31/2025	Payroll	5	EFT	EFTPS	12,958.69	941 Deposit for Pay Cycle(s) 03/31/2025 - 03/31/2025

TREASURER'S REPORT

Section 9, Item a.

Outstanding Vouchers

City Of Millwood

03/01/2025 To: 03/31/2025

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Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
2025	633	03/31/2025	Payroll	5	EFT	AWC Employee Benefits Trust	11,527.74	Pay Cycle(s) 03/31/2025 To 03/31/2025 - Asuris; Pay Cycle(s) 03/31/2025 To 03/31/2025 - Kaiser; Pay Cycle(s) 03/31/2025 To 03/31/2025 - Dental; Pay Cycle(s) 03/31/2025 To 03/31/2025 - Vision; Pay Cycl
2025	637	03/31/2025	Payroll	5	EFT	WA State Labor & Industries	2,946.45	1ST Quarter L&I: 01/01/2025 - 03/31/2025
2024	2590	11/30/2024	Claims	5	EFT	Banner Bank - 7779	936.90	
2025	618	03/31/2025	Payroll	5	EFT	Daniel Joseph Heacox	3,749.84	March 2025
2025	626	03/31/2025	Payroll	5	EFT	Daniel Karl Sander	206.48	March 2025
2025	634	03/31/2025	Payroll	5	EFT	Department of Retirement	16,796.60	Pay Cycle(s) 03/31/2025 To 03/31/2025 - PERS 2; Pay Cycle(s) 03/31/2025 To 03/31/2025 - Deferred Comp
2024	2170	10/05/2024	Claims	5	EFT	Xpress Billpay	362.32	September 2024 Online Transaction Fees
2024	2769	12/31/2024	Claims	5	EFT	Banner Bank - 6225	680.37	
2025	617	03/31/2025	Payroll	5	EFT	Kevin M Freeman	716.66	March 2025
2025	622	03/31/2025	Payroll	5	EFT	Deborah Ann Matkin	6,156.32	March 2025
2025	627	03/31/2025	Payroll	5	EFT	Kyle Lee Schiewe	5,104.71	March 2025
2025	629	03/31/2025	Payroll	5	EFT	Kelly K Stravens	275.31	March 2025
2025	630	03/31/2025	Payroll	5	EFT	Andrew J Van Hees	275.31	March 2025
2025	614	03/31/2025	Payroll	5	EFT	Lisa M Cassels	3,344.44	March 2025
2025	610	03/31/2025	Payroll	5	EFT	Samuel Gene Bachman	3,507.78	March 2025
2025	616	03/31/2025	Payroll	5	EFT	Matthew James Erdahl	4,726.93	March 2025
2022	152	01/31/2022	Payroll	5	10574	Roberta L Beese	35.03	January 2021
2022	392	02/28/2022	Payroll	5	10639	Roberta L Beese	35.03	February 2022
2022	620	03/31/2022	Payroll	5	10697	Roberta L Beese	35.03	March 2022
2022	876	04/30/2022	Payroll	5	10760	Roberta L Beese	108.91	April 2022
2022	987	05/05/2022	Claims	5	10809	Gregory & Celestine Kuntz	88.03	00760100 - 8928 E SOUTH RIVERWAY
2022	1126	05/20/2022	Claims	5	10827	Limelyte Technology Group, Inc.	50.00	April 2022 Hosting
2022	1433	06/30/2022	Payroll	5	10895	Roberta L Beese	48.88	June 2022
2022	1916	08/31/2022	Payroll	5	11018	Roberta L Beese	11.94	August 2022
2023	1415	06/30/2023	Claims	5	11573	Tribe Media Lab SPC	1,250.00	HPC Video Editing
2023	1798	08/31/2023	Payroll	5	11654	Roberta L Beese	11.71	August 2023
2023	2594	11/30/2023	Payroll	5	11859	Roberta L Beese	11.71	November 2023
2023	2792	12/31/2023	Payroll	5	11903	Roberta L Beese	11.71	December 2023
2024	456	02/29/2024	Claims	5	12038	Quadient Finance USA, Inc.	1,100.00	
2024	2585	11/30/2024	Claims	5	12524	Add A Lawn	1,424.41	

TREASURER'S REPORT

Section 9, Item a.

Outstanding Vouchers

City Of Millwood

03/01/2025 To: 03/31/2025

As Of: 03/31/2025 Date: 04/03/2025

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Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
2024	2775	12/31/2024	Payroll	5	12567	Roberta L Beese	11.71	December 2024
2025	144	01/31/2025	Payroll	5	12622	Roberta L Beese	11.71	January 2025
2025	365	02/28/2025	Payroll	5	12667	Roberta L Beese	11.71	February 2025
2025	376	02/28/2025	Payroll	5	12671	Jay James Molitor	36.71	February 2025
2025	382	02/28/2025	Payroll	5	12674	Barbara E StClair	22.94	February 2025
2025	385	02/28/2025	Payroll	5	12675	Savannah Wu	36.71	February 2025
2025	609	03/31/2025	Payroll	5	12724	Michael L Ankney	36.71	March 2025
2025	611	03/31/2025	Payroll	5	12725	Roberta L Beese	11.71	March 2025
2025	612	03/31/2025	Payroll	5	12726	Shawna Beese	275.31	March 2025
2025	613	03/31/2025	Payroll	5	12727	Alexander BH Brannin	22.94	March 2025
2025	620	03/31/2025	Payroll	5	12728	Colleen A Kirsten	22.94	March 2025
2025	621	03/31/2025	Payroll	5	12729	Kristine M Major	22.94	March 2025
2025	623	03/31/2025	Payroll	5	12730	Jay James Molitor	36.71	March 2025
2025	625	03/31/2025	Payroll	5	12731	Annette T Oakes	22.94	March 2025
2025	628	03/31/2025	Payroll	5	12732	Barbara E StClair	22.94	March 2025
2025	631	03/31/2025	Payroll	5	12733	Savannah Wu	36.71	March 2025
2025	635	03/31/2025	Payroll	5	12734	HRA VEBA Trust Contributions	700.00	Pay Cycle(s) 03/31/2025 To 03/31/2025 - VEBA
2025	651	03/31/2025	Claims	5	12735	AT&T Mobility	89.41	
2025	652	03/31/2025	Claims	5	12736	Anatek Labs, Inc.	40.00	
2025	653	03/31/2025	Claims	5	12737	Avidex	2,406.54	
2025	654	03/31/2025	Claims	5	12738	Avista Utilities	9,531.73	
2025	655	03/31/2025	Claims	5	12739	Canon Financial Services, Inc.	185.13	
2025	656	03/31/2025	Claims	5	12740	CenturyLink	138.00	
2025	657	03/31/2025	Claims	5	12741	Comcast - 7594	480.94	
2025	658	03/31/2025	Claims	5	12742	Comcast	535.29	
2025	659	03/31/2025	Claims	5	12743	Copiers Northwest, Inc.	55.81	
2025	660	03/31/2025	Claims	5	12744	Daedalus Drafting Services LLC	750.00	
2025	661	03/31/2025	Claims	5	12745	DataPro Solutions, Inc.	4,162.60	
2025	662	03/31/2025	Claims	5	12746	H&H Document Management Solutions	117.54	
2025	663	03/31/2025	Claims	5	12747	H.D. Fowler	138.23	
2025	664	03/31/2025	Claims	5	12748	Montgomery Hardware	52.22	
2025	665	03/31/2025	Claims	5	12749	NAPA Auto Parts	148.11	
2025	666	03/31/2025	Claims	5	12750	Noah's Park & Playgrounds	13,102.00	Park Merry Go Round
2025	667	03/31/2025	Claims	5	12751	North 40 Outfitters	119.62	
2025	668	03/31/2025	Claims	5	12752	Performance Systems Integration, LLC	493.33	
2025	669	03/31/2025	Claims	5	12753	Quadient Finance USA, Inc.	500.00	
2025	670	03/31/2025	Claims	5	12754	Spokane County District Court	6,248.33	

TREASURER'S REPORT

Section 9, Item a.

Outstanding Vouchers

City Of Millwood

03/01/2025 To: 03/31/2025

As Of: 03/31/2025 Date: 04/03/2025

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Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
2025	671	03/31/2025	Claims	5	12755	Spokane County Environmental Service	40,704.38	
2025	672	03/31/2025	Claims	5	12756	Spokane County Treasurer - Assessor	150.00	
2025	673	03/31/2025	Claims	5	12757	Spokane County Treasurer - SCRAPS	2,433.12	
2025	674	03/31/2025	Claims	5	12758	Spokane County Treasurer - Sheriff's	26,522.50	
2025	675	03/31/2025	Claims	5	12759	State Auditor's Office	3,825.25	
2025	676	03/31/2025	Claims	5	12760	Sunshine Disposal & Recycling	40.28	
2025	677	03/31/2025	Claims	5	12761	Tacoma Screw Products INC	60.61	
2025	678	03/31/2025	Claims	5	12762	Legal Posting The Spokesman-Review	479.02	
2025	679	03/31/2025	Claims	5	12763	Subscription The Spokesman-Review	182.00	
2025	680	03/31/2025	Claims	5	12764	Upward 7 Consulting	9,675.15	
2025	681	03/31/2025	Claims	5	12765	Vanguard Cleaning Systems	600.00	
2025	682	03/31/2025	Claims	5	12766	Verizon Wireless	494.99	
2025	683	03/31/2025	Claims	5	12767	Vyanet Operating Group, INC	686.31	
2025	684	03/31/2025	Claims	5	12768	WM Of Spokane - Monthly	246.65	
							210,823.20	
2025	643	03/31/2025	Tr Rec	6		Banner Bank	6.07	March 2025 Interest
Receipts Outstanding:							6.07	
							210,823.20	

Fund	Claims	Payroll	Total
001 General Fund	80,930.28	56,482.99	137,413.27
401 Utility Operating Fund	9,652.46	23,053.09	32,705.55
403 Sewer Capital Fund - Managerial	40,704.38	0.00	40,704.38
	131,287.12	79,536.08	210,823.20

TREASURER'S REPORT

Signature Page

Section 9, Item a.

City Of Millwood

03/01/2025 To: 03/31/2025

Time: 14:27:31 Date: 04/03/2025

Page: 9

We the undersigned officers for the City of Millwood have reviewed the foregoing report and acknowledge that to the best of our knowledge this report is accurate and true:

Signed: _____ Signed: _____
City Treasurer / Date Elected Representative / Date

Signed: _____ Signed: _____
Elected Representative / Date Elected Representative / Date

CHECK REGISTER

City Of Millwood

Time: 14:25:41 Date: Section 9, Item a.

03/01/2025 To: 03/31/2025

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
361	03/03/2025	Claims	5	EFT	Department of Revenue	2,592.73	January 2025 Public Utility Tax
362	03/05/2025	Claims	5	EFT	Department of Revenue	1,681.88	February 2025 Utility Tax
390	03/05/2025	Claims	5	EFT	Xpress Billpay	440.41	February 2025 Online Transaction Fees
549	03/04/2025	Claims	5	EFT	Paymentech, LLC	317.72	February 2025 CC/Debit transactions.
515	03/18/2025	Claims	5	12721	Spokane Regional Clean Air Agency	4,833.00	
543	03/20/2025	Claims	5	12722	Union Pacific Railroad Company	3,840.00	
585	03/28/2025	Claims	5	12723	Banner Bank - 4120	1,739.40	
651	03/31/2025	Claims	5	12735	AT&T Mobility	89.41	
652	03/31/2025	Claims	5	12736	Anatek Labs, Inc.	40.00	
653	03/31/2025	Claims	5	12737	Avidex	2,406.54	
654	03/31/2025	Claims	5	12738	Avista Utilities	9,531.73	
655	03/31/2025	Claims	5	12739	Canon Financial Services, Inc.	185.13	
656	03/31/2025	Claims	5	12740	CenturyLink	138.00	
657	03/31/2025	Claims	5	12741	Comcast - 7594	480.94	
658	03/31/2025	Claims	5	12742	Comcast	535.29	
659	03/31/2025	Claims	5	12743	Copiers Northwest, Inc.	55.81	
660	03/31/2025	Claims	5	12744	Daedalus Drafting Services LLC	750.00	
661	03/31/2025	Claims	5	12745	DataPro Solutions, Inc.	4,162.60	
662	03/31/2025	Claims	5	12746	H&H Document Management Solutions	117.54	
663	03/31/2025	Claims	5	12747	H.D. Fowler	138.23	
664	03/31/2025	Claims	5	12748	Montgomery Hardware	52.22	
665	03/31/2025	Claims	5	12749	NAPA Auto Parts	148.11	
666	03/31/2025	Claims	5	12750	Noah's Park & Playgrounds	13,102.00	Park Merry Go Round
667	03/31/2025	Claims	5	12751	North 40 Outfitters	119.62	
668	03/31/2025	Claims	5	12752	Performance Systems Integration, LLC	493.33	
669	03/31/2025	Claims	5	12753	Quadient Finance USA, Inc.	500.00	
670	03/31/2025	Claims	5	12754	Spokane County District Court	6,248.33	
671	03/31/2025	Claims	5	12755	Spokane County Environmental Service	40,704.38	
672	03/31/2025	Claims	5	12756	Spokane County Treasurer - Assessor	150.00	
673	03/31/2025	Claims	5	12757	Spokane County Treasurer - SCRAPS	2,433.12	
674	03/31/2025	Claims	5	12758	Spokane County Treasurer - Sheriff's	26,522.50	
675	03/31/2025	Claims	5	12759	State Auditor's Office	3,825.25	
676	03/31/2025	Claims	5	12760	Sunshine Disposal & Recycling	40.28	
677	03/31/2025	Claims	5	12761	Tacoma Screw Products INC	60.61	
678	03/31/2025	Claims	5	12762	Legal Posting The Spokesman-Review	479.02	
679	03/31/2025	Claims	5	12763	Subscription The Spokesman-Review	182.00	
680	03/31/2025	Claims	5	12764	Upward 7 Consulting	9,675.15	
681	03/31/2025	Claims	5	12765	Vanguard Cleaning Systems	600.00	
682	03/31/2025	Claims	5	12766	Verizon Wireless	494.99	
683	03/31/2025	Claims	5	12767	Vyanet Operating Group, INC	686.31	
684	03/31/2025	Claims	5	12768	WM Of Spokane - Monthly	246.65	
001 General Fund						86,493.19	
401 Utility Operating Fund						13,642.66	
403 Sewer Capital Fund - Managerial						40,704.38	

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City Of Millwood

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
						Claims:	140,840.23
						140,840.23	

CERTIFICATION: I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described and that the claim is a due and unpaid obligation against the City of Millwood and that I am authorized to authenticate and certify to said claim.

() Treasurer _____ Date:_____

() Elected Representative _____ Date:_____

() Elected Representative _____ Date:_____

() Elected Representative _____ Date:_____

CHECK REGISTER

City Of Millwood

Time: 11:00:31 Date:

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
610	03/31/2025	Payroll	5	EFT		3,507.78	March 2025
614	03/31/2025	Payroll	5	EFT		3,344.44	March 2025
615	03/31/2025	Payroll	5	EFT		275.31	March 2025
616	03/31/2025	Payroll	5	EFT		4,726.93	March 2025
617	03/31/2025	Payroll	5	EFT		716.66	March 2025
618	03/31/2025	Payroll	5	EFT		3,749.84	March 2025
619	03/31/2025	Payroll	5	EFT		1,320.97	March 2025
622	03/31/2025	Payroll	5	EFT		6,156.32	March 2025
624	03/31/2025	Payroll	5	EFT		3,993.25	March 2025
626	03/31/2025	Payroll	5	EFT		206.48	March 2025
627	03/31/2025	Payroll	5	EFT		5,104.71	March 2025
629	03/31/2025	Payroll	5	EFT		275.31	March 2025
630	03/31/2025	Payroll	5	EFT		275.31	March 2025
632	03/31/2025	Payroll	5	EFT	EFTPS	12,958.69	941 Deposit for Pay Cycle(s) 03/31/2025 - 03/31/2025
633	03/31/2025	Payroll	5	EFT	AWC Employee Benefits Trust	11,527.74	Pay Cycle(s) 03/31/2025 To 03/31/2025 - Asuris; Pay Cycle(s) 03/31/2025 To 03/31/2025 - Kaiser; Pay Cycle(s) 03/31/2025 To 03/31/2025 - Dental; Pay Cycle(s) 03/31/2025 To 03/31/2025 - Vision; Pay Cycl
634	03/31/2025	Payroll	5	EFT	Department of Retirement	16,796.60	Pay Cycle(s) 03/31/2025 To 03/31/2025 - PERS 2; Pay Cycle(s) 03/31/2025 To 03/31/2025 - Deferred Comp
637	03/31/2025	Payroll	5	EFT	WA State Labor & Industries	2,946.45	1ST Quarter L&I: 01/01/2025 - 03/31/2025
609	03/31/2025	Payroll	5	12724		36.71	March 2025
611	03/31/2025	Payroll	5	12725		11.71	March 2025
612	03/31/2025	Payroll	5	12726		275.31	March 2025
613	03/31/2025	Payroll	5	12727		22.94	March 2025
620	03/31/2025	Payroll	5	12728		22.94	March 2025
621	03/31/2025	Payroll	5	12729		22.94	March 2025
623	03/31/2025	Payroll	5	12730		36.71	March 2025
625	03/31/2025	Payroll	5	12731		22.94	March 2025
628	03/31/2025	Payroll	5	12732		22.94	March 2025
631	03/31/2025	Payroll	5	12733		36.71	March 2025
635	03/31/2025	Payroll	5	12734	HRA VEBA Trust Contributions	700.00	Pay Cycle(s) 03/31/2025 To 03/31/2025 - VEBA
001 General Fund						56,041.55	
401 Utility Operating Fund						23,053.09	
						79,094.64	Payroll:
							79,094.64

CHECK REGISTER

City Of Millwood

Time: 11:00:31 Date:

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03/01/2025 To: 03/31/2025

Page:

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
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CERTIFICATION: I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described and that the claim is a due and unpaid obligation against the City of Millwood and that I am authorized to authenticate and certify to said claim.

() Treasurer _____ Date:_____

() Elected Representative _____ Date:_____

() Elected Representative _____ Date:_____

() Elected Representative _____ Date:_____



MEMO

To: Millwood City Council

From: Kevin Freeman, Mayor

Date: April 8, 2025

Re: Historic Preservation Commission

I request confirmation of the following re-appointment to the Historic Preservation Commission in accordance with MMC 15.22.040(d).

Colleen Kirsten Term ending May 1, 2028

Thank you



MEMO

To: Millwood City Council

From: Kevin Freeman, Mayor

Date: April 8, 2025

Re: Historic Preservation Commission

I request confirmation of the following re-appointment to the Historic Preservation Commission in accordance with MMC 15.22.040(d).

Alex Brannin Term ending May 1, 2028

Thank you

File Attachments for Item:

b. Special Event Permit Application - Millwood Farmers Market 2025



APPLICATION FOR

Section 9, Item b.

SPECIAL EVENT

MILLWOOD CITY HALL
9103 E. FREDERICK AVE
MILLWOOD, WA 99206
(509) 924-0960

PLANNING@MILLWOODWA.US

A SPECIAL EVENT PERMIT IS REQUIRED FOR ANY PARADE, RUN, STREET DANCE, DEMONSTRATION OR EXHIBITION ON PUBLIC PROPERTY. "SPECIAL EVENT" SHALL NOT MEAN ANY WEDDING OR FUNERAL PROCESSION, ANY EVENT SOLELY INVOLVING A GROUP REQUIRED BY LAW TO BE SO ASSEMBLED, A PEDESTRIAN PROCESSION ALONG A ROUTE THAT IS RESTRICTED TO SIDEWALKS AND CROSSING STREETS USING ONLY A PEDESTRIAN CROSSWALKS IN ACCORDANCE WITH TRAFFIC REGULATIONS AND CONTROLS, ANY ACTIVITY OR EVEN SPONSORED OR HOSTED BY THE CITY, OR ANY ACTIVITY OR EVENT DEEMED BY THE CITY'S APPOINTED DESIGNEE TO NOT REQUIRE A SPECIAL EVENT PERMIT

FILE NO:

APPLICANT NAME: Millwood Community Assoc. dba Millwood Farmers Mkt		ORGANIZATION/EVENT: Millwood Farmers Market 2025	
ADDRESS: 8903 E Liberty	CITY Millwood	STATE WA	ZIP 99212
PHONE: 509-891-9173 or 509-939-1083		EMAIL: info@millwoodnow.org (alt: youngps2@comcast.net)	
TYPE OF EVENT: ☐ PARADE ☐ RUN ☐ DEMONSTRATION ☐ EXHIBITION ☒ OTHER _____			
LOCATION (STARTING POINT, ROUTE, ASSEMBLY AREAS, ACCESS TO PUBLIC PROPERTY): Millwood City Park			
DESCRIPTION OF EVENT: Annual Millwood Community Farmers Market with produce, artisan, craft, food vendors; free music performances; family activities;			
DATE/TIME OF EVENT: Wednesdays, 3PM-7PM May 28 - October 8, 2025		NUMBER OF PARTICIPANTS EXPECTED: 20-30 vendors/wk; approx 500 visitors/wk (over 4 hour period)	

REQUIRED ATTACHMENTS:

- ☒ SITE PLAN
- ☒ RESTROOM ACCESS AGREEMENT
- ☒ SECURITY & EMERGENCY MEDICAL PLAN
- ☒ CLEAN UP PLAN
- ☐ REQUIRED PERMITS FROM OUTSIDE AGENCIES

APPLICANT SIGNATURE: Shirine YoungDATE: 3/3/2025

APPLICATION APPROVED WITH THE FOLLOWING CONDITIONS:

All trash & Vegetation / Produce debris be picked up and placed
in proper Garbage bins before leaving each event

APPROVED BY: [Signature]DATE: 3-28-25



SPECIAL EVENT PERMITS

APPLICATION FEE: AN APPLICATION FEE OF \$100.00 SHALL BE SUBMITTED WITH THE APPLICATION UNLESS WAIVED. THE FEE MAY BE WAIVED FOR CONSTITUTIONALLY PROTECTED EVENTS, FOR APPLICATIONS BY GOVERNMENTAL UNITS, OR FOR NONPROFIT ORGANIZATIONS WHERE THE EVENT IS OPEN TO THE PUBLIC AT NO COST AND ALL PROCEEDS FROM THE SPECIAL EVENT ARE RECEIVED BY SUCH NONPROFIT ORGANIZATION. ALL FEE WAIVER REQUESTS MUST BE SUBMITTED IN WRITING TO THE CITY CLERK AT LEAST 90 DAYS BEFORE THE DATE OF THE SPECIAL EVENT.

TRAFFIC CONTROL PLAN: THE APPLICANT SHALL SUBMIT A TRAFFIC CONTROL PLAN WHICH MAY BE AMENDED BY THE PUBLIC WORKS DEPARTMENT TO PROTECT THE HEALTH, SAFETY AND GENERAL WELFARE OF THE PUBLIC. ALL REQUIRED TRAFFIC CONTROL SHALL BE ARRANGED BY THE APPLICANT AND SHALL BE AT THE EXPENSE OF THE APPLICANT.

INSURANCE: THE APPLICANT SHALL PROVIDE THE CITY A COPY OF DOCUMENTATION OF CURRENT GENERAL LIABILITY INSURANCE WITH A COMBINATION SINGLE LIMIT OF ONE MILLION DOLLARS (\$1,000,000) PER OCCURRENCE. DEPENDING UPON THE NATURE OF THE SPECIAL EVENT AND ITS APPARENT RISK TO THE PUBLIC, THE CLERK, UPON ADVICE OF THE CITY'S LEGAL COUNSEL, MAY INCREASE THE REQUIRED LIABILITY LIMITS. THE APPLICANT SHALL AGREE AND PROVIDE EVIDENCE OF ITS ABILITY TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS APPOINTED AND ELECTED OFFICERS AND EMPLOYEES FROM AND AGAINST ALL LOSS OR EXPENSE, INCLUDING BUT NOT LIMITED TO JUDGMENTS, SETTLEMENTS, ATTORNEY'S FEE AND COSTS BY REASON OF ANY AND ALL CLAIMS AND DEMANDS UPON THE CITY, ITS APPOINTED AND ELECTED OFFICIALS OR EMPLOYEES FOR DAMAGES BECAUSE OF PERSONAL OR BODILY INJURY, INCLUDING DEATH AT ANY TIME THERE FROM, SUSTAINED BY ANY PERSON OR PERSONS AND ON ACCOUNT OF DAMAGE TO PROPERTY OR LOSS THERE FROM, ARISING OUT OF ANY ACTIVITY UNDER OR IN CONNECTION WITH THE SPECIAL EVENT, EXCEPT ONLY SUCH INJURY AS SHALL HAVE BEEN OCCASIONED BY THE SOLE NEGLIGENCE OF THE CITY OR ITS APPOINTED OR ELECTED OFFICERS OR EMPLOYEES. THE CITY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THE APPLICANT'S COMMERCIAL GENERAL LIABILITY INSURANCE POLICY USING ISO ADDITIONAL INSURED-STATE OR POLITICAL SUBDIVISION-PERMITS OR AUTHORIZATIONS CG 20 12 OR A SUBSTITUTE ENDORSEMENT PROVIDING AT LEAST AS BROAD COVERAGE.

PERFORMANCE BOND: A PERFORMANCE BOND OR DEPOSIT IN THE AMOUNT OF \$1,000.00 IS REQUIRED TO GUARANTEE COSTS OF CLEAN UP OR RESTORATION OF CITY FACILITIES. DEPENDING UPON THE NATURE OF THE SPECIAL EVENT, ITS ESTIMATED COST FOR CLEAN UP OR OTHER POTENTIAL EXPENSES, THE CLERK MAY INCREASE THE REQUIRED BOND OR DEPOSIT AMOUNT,

PERMIT REVOCATION OR SUSPENSION: A SPECIAL EVENT PERMIT ISSUED UNDER THIS CHAPTER IS TEMPORARY, VESTS NO PERMANENT RIGHTS IN THE APPLICANT, AND MAY BE IMMEDIATELY REVOKED OR SUSPENDED BY THE CITY IF:

- THE APPLICANT MAKES A MISSTATEMENT OF MATERIAL FACT ON THE APPLICATION OR IN REQUIRED OR SUPPORTING DOCUMENTATION
- THE APPLICANT FAILS TO FULFILL A TERM OR CONDITION OF THE PERMIT
- THE FORM OF PAYMENT SUBMITTED BY THE APPLICANT FOR ANY FEE OR DEPOSIT IS DISHONORED OR THE APPLICANT OTHERWISE FAILS TO PREPAY ANY FEE, DEPOSIT, OR EXPENSE.
- THE ACTIVITY ENDANGERS OR THREATENS PERSONS ON PROPERTY, OR OTHERWISE JEOPARDIZES THE HEALTH, SAFETY OR WELFARE OF PERSONS OR PROPERTY
- THE ACTIVITY CONDUCTED IS IN VIOLATION OF ANY OF THE TERMS OR CONDITIONS OF THE SPECIAL EVENT PERMIT
- AN EMERGENCY OR OCCURRENCE REQUIRES THE CANCELLATION OR TERMINATION OF THE EVENT IN ORDER TO PROTECT THE PUBLIC HEALTH, SAFETY, OR WELFARE.



MILLWOOD FARMERS MARKET

2025 Special Event Application – City of Millwood

The first Millwood Farmer's Market opened in May of 2006 in the parking lot of the Millwood Community Presbyterian Church and later on Marguerite and Dalton streets in Millwood. The market continues to provide the Millwood community with a source of fresh local farm products and handcrafted artisan goods. It also provides the Millwood neighborhood with a gathering space for connecting with neighbors and providing access to educational and informational forums. The weekly market provides social interaction with local farmers, artisans, local nonprofits, and neighbors. The coming together of the neighborhood, the laughter, fellowship, and education on nutrition and farming for children as well adults make Millwood Farmers Market a continued asset to the community.

Site Plan: Millwood City Park, 9103 E Frederick

Access for vendors to the park would be from the paved interurban trail as well as off Frederick St into the park. The market is to be located just east of the tennis courts setting up going east. Each vendor will provide their own set-up of tables, tent (if needed) with tie-downs and chair. Vehicles may be used to deliver equipment/products via the Millwood interurban trail. Set up is typically from 1PM – 3PM. Market hours are 3PM – 7PM. Takedown begins at 7PM with typical gate closure by 8PM.

Post-Covid Rules:

- All booths will have 10 ft of space and be spaced approximately 3-6 ft apart. Initially we anticipate 20-25 vendor booths with growth later in the year.
- Hand washing or sanitizing station will be available at market entrance/exit.
- The market is a member the WA State Farmers Market Association and as such will stay abreast of any community health developments and adapt market configuration and/or rules as needs change. The Inland NW Farmers Market Association (past member) is currently suspended and our market retains relationship with other local area farmers markets.

Restroom Access Agreement

The market manager/volunteers will abide by rules set by City of Millwood for access to the park restrooms including cleaning of surfaces before and after the market. Restroom locks are on timers and will be open for the market hours of set-up thru take-down.

Security and Emergency Medical Plan

Primary response for a medical emergency or other incident will be to call 911. Fortunately there is a fire station on the same block as the park however there is no guarantee the station will be manned at any given time.

General rules when confronted by an emergency:

- Remain calm – contact 911
- Assess the issue: serious accident, suspect package or container, fire, firearm discharged – or anything that threatens life, property or puts the environment at risk.
- Cooperate with emergency personnel
- Keep streets, fire lanes, hydrants and walkways clear for emergency vehicles and personnel
- Evacuate the market area if needed

Clean Up Plan

Market manager will appoint persons to monitor the market area, pick up and throw away garbage, put away any city equipment used (traffic cones and/or candlesticks), and lock park gates upon leaving.

Market Personnel: Jessica Vigil, Market Manager (509) 638-8677 or Shirene Young, Millwood Community Assoc. board member (509) 939-1083. Additional volunteers will be assisting as well but a set roster is not available at the time of our permit application.

Required Permits from Outside Agencies

Continuing for a second year, in an effort to increase nutrition awareness and information on how to prepare fresh foods, the market is expanding education offerings by providing cooking demonstrations and fresh food samples. These activities require a permit from the Dept of Health and a copy of the permit issued will be provided to the City upon receipt.

Fee Waiver Request

The Millwood Community Association requests the special event permit fee be waived on the following basis:

- Millwood Community Association is a 501(c)(3) non-profit corporation dedicated to the enhancement of life for citizens and businesses in the City of Millwood
- The market is open to the public and provides education and cultural activities at no cost to the public
- All proceeds from vendor booth fees are used by the Millwood Community Association to promote the market, increase food awareness and supply to the community, and promote our mission of enhancing our community of Millwood.

The individuals and our organization agree to abide by the management plan contained in the application.

Jessica Vigil, Market Manager
Millwood Farmers Market
C/O Millwood Community Association
8903 E. Liberty, Spokane, WA 99212
Phone: (509) 638-8677
Email: info@millwoodnow.org

Shirene Young, Millwood Comm. Assoc.
(509) 891-9173 or (509) 939-1083 (cell)
youngps2@comcast.net



MEMO

The City Council finds the applicable fee for a special event permit is waived for the Millwood Community Association d/b/a as Millwood Farmers Market. In accordance with Millwood Municipal Code 12.10.080, the Millwood Farmers Market is of sufficient public benefit to warrant expenditure of City funds without reimbursement by the applicant and will not result in private financial gain of any individual or for profit entity

The City Council further finds the Special Events Permit Application was filed 86 days prior to first schedule event, which satisfies the requirements of Millwood Municipal Code 12.10.090, despite contrary language in the Special Events Permit Application.

File Attachments for Item:

c. Empire Traffic Calming



9915 E Trent Ave
Spokane Valley, WA 99206
Ph. (509) 922-1206
Fax (509) 922-9879

Contractor License Numbers
WA: ARROWCA771CN
ID: PCW-C-11931-C-4

To:	City of Millwood	Contact:	Kyle Schiewe
Address:	9103 E Frederick Avenue Spokane, WA 99206	Phone:	(509) 342-1499
		Fax:	(509) 927-2867
Project Name:	City Of Millwood - Traffic Calming Empire Rd	Bid Number:	25-0249
Project Location:	Empire Ave, Millwood, WA	Bid Date:	3/26/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1.0	Speedbump Install - Includes Install (2) Speed Humps Per Drawings Provided.	1.00	LS	\$23,783.26	\$23,783.26
2.0	Pavement Markings And Signs - Includes Install Pavement Markings With WA QPL Waterborne Paint And Beads. Signs To Mounted On "U" Channel Posts	4.00	EACH	\$1,148.00	\$4,592.00
3.0	Traffic Control - Includes Road Closure, With Detour Around For (3) Days. Includes Arrow Boards, Barricades, Traffic Control Plan, And Standard Signs.	1.00	LS	\$3,864.00	\$3,864.00
Bid Price Subtotal:					\$32,239.26
Sales Tax 8.90%:					\$2,869.29
Total Bid Price:					\$35,108.55

Notes:

- Excludes permits, locates, compaction testing, material testing, staking, surveying, and custom signs (if needed) for street names
- Pricing subject to review thirty (30) days after bid date.
- Any applicable sales tax will be charged at the time of invoicing. A current reseller permit is required to be on file with Arrow Concrete & Asphalt Specialties, LLC if non-taxable. Expired or unavailable reseller permits will result in applicable sales tax being applied to your final invoice.
- If unsuitable materials are discovered during paving or excavation (utilities, soft soils, debris, waste, pumping subgrade, etc.), additional charges may apply. A signed change order will be required before crews will move forward with the repair.
- Includes WA State Prevailing Wages, Intent, and Affidavit**

Payment Terms:

Payment in full required within 30 days of receipt of invoice.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Arrow Authorized Signature: _____ Estimator: Jeff Hohenthal (509) 934-1603 jeffh@asphaltsupply.net
---	---



Contractor Registration #INLANAC9840K

Inland Asphalt Company
"An Equal Opportunity Employer"

Section 9, Item c.

PO Box 3366
Spokane, WA 99220-3366
509.534.2657
Fax: 509.536.3137

To:	City Of Millwood	Contact:	Kyle Schiewe
Address:	9103 E Fredrick Ave Millwood, WA 99206	Phone:	924-0960
		Fax:	927-2867
Project Name:	City Of Millwood - Empire Rd Traffic Speed Humps	Bid Number:	258033
Project Location:	9403 E Empire Rd, Spokane, WA	Bid Date:	3/28/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	Install Speed Humps/Striping/Signage	1.00	LS	\$24,989.27	\$24,989.27

Total Bid Price: \$24,989.27

Notes:

- **DUE TO THE VOLATILITY OF ASPHALT OIL PRICES AND OUR CURRENT WORKLOAD, THIS PRICE SHALL BE WITHDRAWN IF NOT ACCEPTED WITHIN 15 DAYS.**
- This price is contingent on asphalt oil availability and assumes that this project work will be completed within the 2025 construction season. **All pricing subject to adjustment for projects that have not been completed within the timeframe for which they were quoted.**
- This pricing assumes subgrade by others, ready for rock.
- **Exclusions:** Striping, Traffic Control, Sawcutting, Utility Adjustments, Bond, Permits, Engineering, Testing, Sales Tax, Use Tax, any locates outside of what 811 will cover
- If project access is across concrete, Inland Asphalt will not be responsible for damage.
- Inland Asphalt will not schedule this work until a signed proposal or subcontract is received.
- A copy of this proposal must be included as an attachment to any subcontract.
- A 2% fee will be ADDED to your invoice total, if you elect to pay with a credit card (American Express cards will NOT be accepted).
- Inland Asphalt's warranty is void if we are directed to grade and/or pave your project in inclement weather or other unsuitable conditions. Work performed outside of favorable weather and after October 1st may affect the quality and finish (Aesthetics) of the delivered product.

Payment Terms:

Full payment required 30 days from completion of project. Buyer agrees to pay any collection costs and attorney's fees Inland Asphalt Co. may incur to effect collection of monies due for work performed. Buyer authorizes Inland Asphalt Co. to investigate their credit as they deem appropriate.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Inland Asphalt Company

Authorized Signature: _____

Estimator: Jarrod Hammond 509-862-9826

Department of Labor and Industries
Contractor Registration



Disclosure Statement Notice to Customers

Business Name: Diamond Asphalt Paving, Inc.

This contractor is registered with the state of Washington, registration no. DIAMOAP841DN
has posted with the state a bond or deposit of \$6,000.00 for the purpose of satisfying claims
against the contractor for breach of contract including negligent or improper work in the conduct of the
contractor's business. The expiration date of this contractor's registration is March 15, 2026.

**THIS BOND OR DEPOSIT MIGHT NOT BE SUFFICIENT TO COVER A CLAIM THAT MIGHT ARISE FROM
THE WORK DONE UNDER YOUR CONTRACT.**

This bond or deposit is not for your exclusive use because it covers all work performed by this contractor. The
bond or deposit is intended to pay valid claims up to \$6,000.00 that you and other
customers, suppliers, subcontractors, or taxing authorities may have.

FOR GREATER PROTECTION YOU MAY WITHHOLD A PERCENTAGE OF YOUR CONTRACT.

You may withhold a contractually defined percentage of your construction contract as retainage for a stated
period of time to provide protection to you and help insure that your project will be completed as required by
your contract.

YOUR PROPERTY MAY BE LIENED.

If a supplier of materials used in your construction project or an employee or subcontractor of your contractor
or subcontractors is not paid, your property may be liened to payment and you could pay twice for the same
work.

**FOR ADDITIONAL PROTECTION, YOU MAY REQUEST THE CONTRACTOR TO PROVIDE YOU WITH
ORIGINAL "LIEN RELEASE" DOCUMENTS FROM EACH SUPPLIER OR SUBCONTRACTOR ON YOUR
PROJECT.**

The contractor is required to provide you with further information about lien release documents if you request it.
General information is also available from the state Department of Labor and Industries.

I have received a copy of this disclosure statement.

Dated this _____ day of _____ of the year _____.

Signature of Customer

*The contractor must retain a signed copy of this disclosure statement in his or her files for a minimum of three years and
produce a signed or electronic signature copy of the disclosure statement to the department upon request.*

For more information, please refer to RCW 18.27.114.

File Attachments for Item:

d. ORDINANCE #544 Section 17.04/17.040.35 (Adoption by Reference) Spokane Co. Off-Street Parking & Loading Standards

ORDINANCE NO. 544

APRIL 8, 2025

AN ORDINANCE OF THE CITY OF MILLWOOD, WASHINGTON, AMENDING MILLWOOD MUNICIPAL CODE (MMC) SECTION 17.04 / 17.040.35 (ADOPTION BY REFERENCE) AND PROVIDING FOR OTHER MATTERS RELATED THERETO

WHEREAS, the City of Millwood (the "City"), Spokane County, Washington, is a non-charter code city, by virtue of the Constitution and the laws of the State of Washington; and

WHEREAS, pursuant to chapter 35A.11 RCW, the City Council (the "Council") may adopt and enforce ordinances of all kinds relating to and regulating its local or municipal affairs and appropriate to the good government of the city; and

WHEREAS, the City of Millwood Planning Commission held an open record public hearing on August 28, 2024, which was continued until September 25, 2024, to review the proposed amendment (ZTA-2024-02) and recommended approval of the amendment with clarification modifications; and,

WHEREAS, on October 8, 2024, the City Council reviewed the Planning Commission's recommendation and pursuant to MMC 14.12.150(C), affirmed the suggested amendment and requested that it be written by the appropriate department and presented for adoption at the following council meeting; and on November 12, 2024 council voted to table Ordinance 544; and was brought back to council for consideration for motion on March 11, 2025, and

WHEREAS, all procedural requirements have been completed and a copy of this Ordinance will be submitted with a Notice of Final Adoption to WA State Department of Commerce Growth Management Services within ten (10) days of final adoption; and,

WHEREAS, the Council finds it is in the best interest of the City to modify Millwood Municipal Code (MMC) Section 17.04 / 17.040.35, Adoption by reference.;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MILLWOOD DO ORDAIN AS FOLLOWS:

Section 1. Modification of Millwood Municipal Code Section 17.04 / 17.040.35. The final adopted Millwood Municipal Code Chapters are attached hereto as Exhibit "A" (deleted language ~~stricken~~, added language underlined):

Section 2. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

ORDINANCE NO. 544

APRIL 8, 2025

Section 3. Effective Date. This ordinance shall be in full force and effect from and after its adoption and five (5) days after its publication or a publication of a summary of this ordinance in the official newspaper of the City.

PASSED BY THE COUNCIL OF THE CITY OF MILLWOOD THIS 8TH DAY OF APRIL 2025.

Kevin Freeman, Mayor

Attest:

Lisa Cassels, City Clerk

STATE OF WASHINGTON)
):
County of Spokane)

Lisa Cassels, being first duly sworn on oath deposes and says: I am the City Clerk of the City of Millwood, Washington, and the foregoing ordinance entitled "AN ORDINANCE OF THE CITY OF MILLWOOD, WASHINGTON, AMENDING MILLWOOD MUNICIPAL CODE (MMC) SECTION 17.04/17.040.35 (ADOPTION BY REFERENCE) AND PROVIDING FOR OTHER MATTERS RELATED THERETO" is the true and correct original copy of the City of Millwood's Ordinance numbered #544 and that the same was posted and published according to law.

Lisa Cassels, City Clerk

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, 2025.

Notary Public in and for the State of Washington.
Residing at Spokane.
My Commission expires _____.

ORDINANCE NO. 544

APRIL 8, 2025

ORDINANCE 544 - EXHIBIT A

Title 17 - ZONING

Chapter 17.04 - [TITLE, USE ZONES, BOUNDARIES AND DISTRICTS]

17.040.35 - Adoption by reference.

Where not otherwise indicated in the MMC, the Spokane County stormwater and landscaping regulations, as may be amended, along with Spokane County Chapter 14.802 Off-Street Parking and Loading Standards, Section 14.802.060 (excluding subsection #9), Section 14.802.080, Section 14.802.120, and Section 14.802.180, are herein adopted by reference. References to Spokane County residential zones shall apply to all Millwood residential zones and references to Spokane County shall be interpreted as Millwood.

(Ord. No. 527 , § 1, 6-14-2022)

Chapter 14.802

Off-Street Parking and Loading Standards

14.802.000 Purpose and Intent

The purpose and intent of the off-street parking and loading standards is to provide adequate parking spaces, internal circulation, pedestrian facilities and access to ensure a safe and functional parking facilities. The chapter implements many of the goals and policies of the Comprehensive Plan.

14.802.020 Applicability of Standards and Plan Submission

1. Land used as a public or private parking area shall be developed and maintained in accordance with this chapter except for those zones that specifically allow variations to these standards.
2. Submission of a parking plan shall be required for all new construction, any change to a building, or any change in the use of a building or site to such an extent that a County development permit or certificate of occupancy is necessary. Building permits shall not be issued until the parking plan has been approved. The parking plan shall illustrate the location of all traffic control devices, parking stalls, directional arrows, signs, curbs, ingress/egress points, pedestrian access and walkways. The parking plan may be incorporated into the overall site development plan.

14.802.040 Off-Street Parking Requirements

1. Off-street parking shall be provided for all uses. The number of required parking spaces shall be determined as specified in Table 802-1 below.

Table 802-1, Off Street Parking Requirement

Cultural and Recreational Uses	
Use Classification	Number of spaces required
Public assembly	One space for every 4 occupants based on maximum permitted occupant load
Libraries, museums, art galleries	One space per 275 gross sq. ft.
Bowling alley	Four spaces per lane.
Driving range	Two spaces per tee.
Gymnasium	One space per 100 gross sq. ft.
Golf course	Three spaces per tee.
Health/Fitness club	One space per 100 gross sq. ft.
Skating rink	One space per 200 gross sq. ft.
Sports field (soccer, baseball, etc.)	Twenty spaces per acre of site.
Swimming pool	One space per 40 sq. ft. of pool area.
Tennis and similar courts	One and 1/2 spaces per court.

Table 802-1, continued

Educational uses	
Use Classification	Number of spaces required
Kindergarten through 8 th grade	Two spaces per teaching station; <i>OR</i> 1 space for every 4 seats or every 8 feet of bench or pew for fixed seating assembly areas (school auditorium, theater, stadium); <i>OR</i> 1 space for every 75 gross square feet of school assembly area without fixed seating, whichever is greater.
Grades 9 through 12	Five spaces per teaching station; <i>OR</i> 1 space for every 4 seats or every 8 feet of bench or pew for fixed seating assembly areas (school auditorium, theater, stadium); <i>OR</i> 1 space for every 75 gross square feet for school assembly areas without fixed seating, whichever is greater.
Colleges and universities	One space per 4 seats in classroom, plus 1 space per classroom. Dormitories, 0.75 spaces per planned resident.
Technical and specialized schools/studios	One space per 125 gross sq. ft.
Motor Vehicle Sales, Service and Car Washes	
Use Classification	Number of spaces required
Automotive wrecking yard	Twelve spaces for sites up to 10 acres; 20 spaces for sites over 10 acres.
Car washes and other short-turn-around auto services. (Tire mounting, quick lubes, etc.)	Three spaces for each service bay. Space inside the service bay shall be considered a parking space.
Motor vehicle or large machinery sales and service	One space per 1,000 gross sq. ft of building, plus 1 space per 1,500 gross sq. ft. of outside display area.
Recreational vehicles and manufactured home sales	One space per 3,000 gross sq. ft. of display area.
Auto repair garage	One space per 200 gross sq. ft. with a minimum of 3 spaces.

Table 802-1 - continued

Office and Business Services	
Use Classification	Number of spaces required
Business and professional offices	One space per 350 gross sq. ft. Minimum of 5 spaces.
Day care center	One space per 10 children.
Governmental buildings and uses	One space per 350 gross sq. ft. Minimum of 5 spaces.
Hospital or medical center	0.4 spaces per employee, plus 1 space for every 3 beds, plus 1 space for every 5 daily outpatient treatments, plus teaching hospitals add 1 space for every 3 students.
Kennel, public or private	One space for each 10 animals kept on the premises.
Medical offices	One space per 175 gross sq. ft.
Retail and Food Services	
Use Classification	Number of spaces required
Animal clinics, hospitals, veterinarian offices, kennels and pounds	One space per 200 gross sq. ft. of waiting, office, and exam rooms.
Coin-operated laundries	One space per 5 machines.
General retail, not elsewhere classified	One space per 250 gross sq. ft. Minimum of 3 spaces.
Large appliance retail	One space per 650 gross sq. ft.
Personal care services	One space per 100 gross sq. ft.
Restaurants and taverns.	One space for every 5 occupants based on maximum permitted occupant load. Outdoor seating areas shall require additional parking spaces at 10 spaces per 1,000 gross square feet. Minimum of 5 spaces.
Restaurant, drive through, carryout, or espresso with no seating	One space per 75 gross sq. ft. Minimum of 6 spaces. Outdoor seating areas shall require additional parking spaces at 10 spaces per 1,000 gross square feet.
Shopping centers	One space per 250 gross sq. ft.

Table 802-1, continued

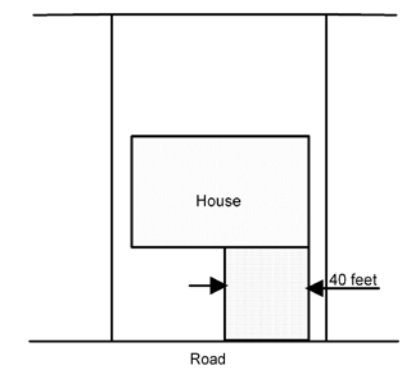
Residential/Lodging/Rooms	
Use Classification	Number of spaces required
Commercial lodgings and sleeping rooms	One space per unit/room plus required spaces for associated uses.
Manufactured home parks	Two spaces per dwelling unit, plus 5% of total requirement for guest parking.
Multi-family dwelling	One and one half spaces per dwelling unit, plus 5% of total requirement for guest parking.
Nursing/convalescent homes	One space per 5 beds.
Retirement/elderly housing, low income subsidized	One space per 3 dwelling units, plus 5% of total requirement for guest parking..
Single-family or duplex dwelling	Two spaces per dwelling unit. Spaces may be stacked in driveway.
Storage, Wholesale and Industrial Uses	
Use Classification	Number of spaces required
Self service storage (mini-storage) ¹	Minimum of 4 spaces.
Wholesale and commercial warehouses and storage.	1 space per 2,000 gross sq. ft.
Manufacturing, processing, machining, assembly, and/or packaging plants of all types.	1 space per 400 gross sq. ft.
¹ Driveway aisles shall be a minimum of 20 feet wide where access to storage units is only on one side of the aisle, and 24 feet wide where access to storage units is on both sides of the aisle.	

2. Uses not specified in Tables 802-1 shall provide parking based on the most comparable use as determined by the Planning Director.
3. In the case of multiple-use occupancies, in a building or on a lot, the total requirement for off-street parking shall be the sum of the requirements for the various uses computed separately. Off-street parking facilities for a particular use shall not be considered as providing required parking facilities for any other use except as allowed by joint use parking agreements under section 14.802.140.
4. All required parking areas shall be made permanently available to the customers of the use on the site and maintained for parking purposes only. Required parking facilities shall not be used for product display, automobile sales, storage, and/or repair work.

14.802.060 Parking Lot Location and Design

Off-street parking shall be located and designed according to the parking and design standards as specified herein.

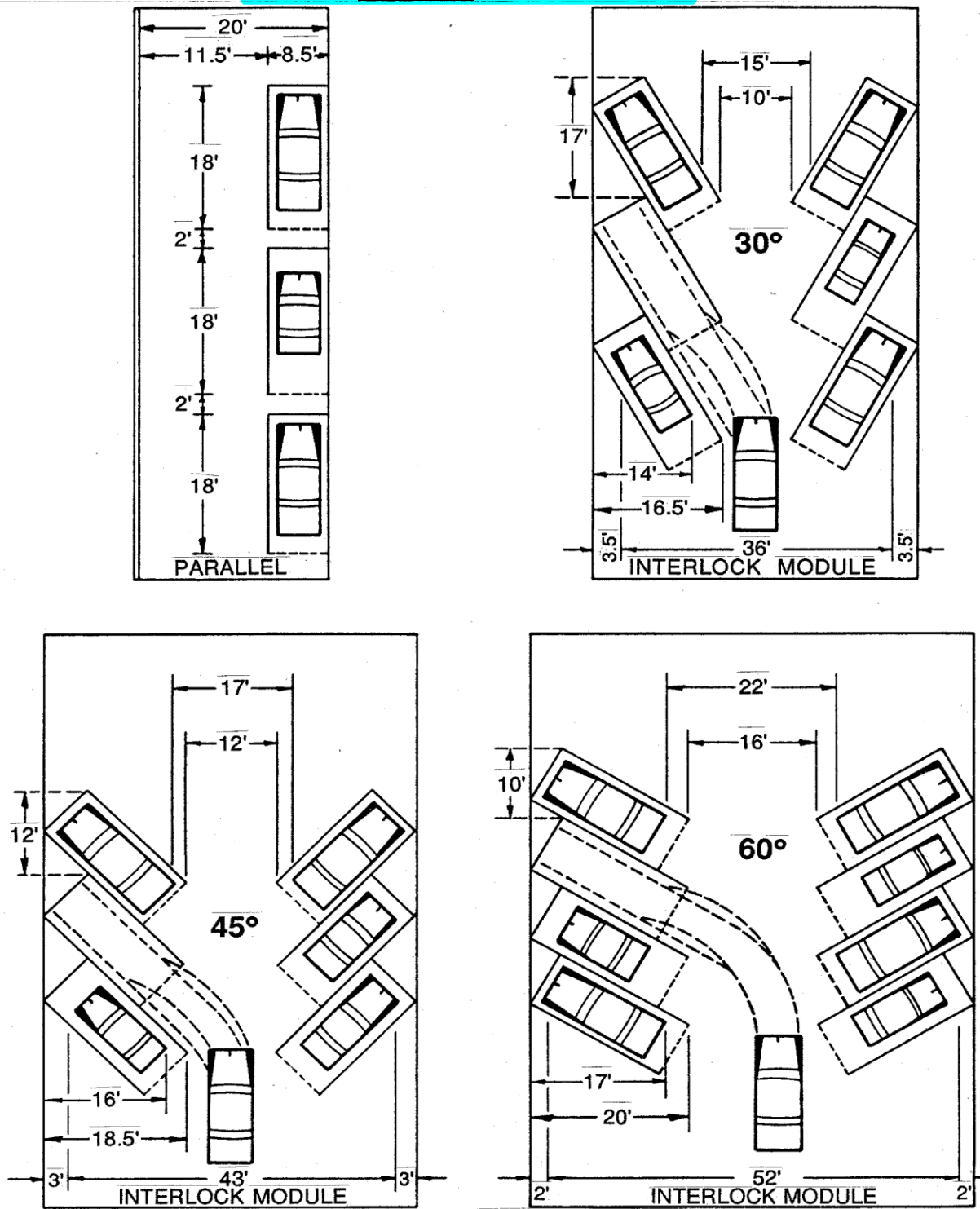
1. Parking facilities required under Section 14.802.040 shall be generally located on the same site as the use or building for which the parking is required. Off-site parking that is separated from the use by an arterial may be denied if adequate provisions to ensure pedestrian safety cannot be provided.
2. Parking stalls shall be designed so there is no vehicle overhang into public rights of way, drainage swales or ditches or adjoining property. Parking areas shall not encroach into stormwater facilities, including but not limited to grassy swales and ditches, and stormwater easements without written permission of the County Engineer or their designee.
3. The accessible parking space(s) required by Chapter 19.27 RCW shall be included in the total number of required parking spaces.
4. Bicycle racks and/or storage shall be provided when 25 or more parking spaces are required, at a ratio of 1 rack for every 25 parking spaces. Bicycle racks shall accommodate 5 or more bicycles and shall be located near the entrance of the building or use they are intended for.
5. New office and industrial developments, with 50 or more required parking spaces, shall designate at least 5% of the spaces for employee carpool or vanpool parking. Employee carpool or vanpool parking shall be located closer to the building entrance or the employee entrance than other employee parking with the exception of accessible parking. The carpool/vanpool spaces shall be clearly marked "Reserved Carpool/Vanpool Only".
6. Parking shall be so designed that vehicles will not back out into public rights-of-way. Single family and duplex residences are exempt from this requirement.
7. Parking stalls and aisles shall be designed as illustrated in Figure 1 and Figure 2 below. Parking spaces at any angle other than those shown are permitted, provided the width of stalls and aisles are proportionately adjusted based upon the angle proposed.
8. Parking spaces may be allowed in required setback areas, provided standards for frontage landscaping are adequately met.
9. Within in the LDR, LDR-P, MDR, or HDR zones, outdoor parking areas for single family and two family dwellings, which are located between the existing roadway and the dwelling, shall be consistent with the following standards:
 - a. Parking areas shall be limited in width to 50% of the lot frontage or 40 feet, whichever is less.
 - b. Parking or storage of vehicles outside the parking area described above is prohibited.
 - c. Parking areas and driveways shall be paved except that expansion of parking areas for existing dwellings may be allowed to utilize gravel surfaces of sufficient material and compaction to prevent erosion or tracking of soil, dirt, mud or debris onto public, private or future public road rights of way/easements, stormwater facilities or other public property.
 - d. The Director may make modifications in instances where due to a lot's configuration there is not adequate area in the front yard to comply with both minimum parking requirements and the parking width limitations described above.



Maximum parking allowed under 14.802.060(9)

PARKING DESIGN STANDARDS

FIGURE 802-1
MINIMUM ONE-WAY PARKING DEPTHS

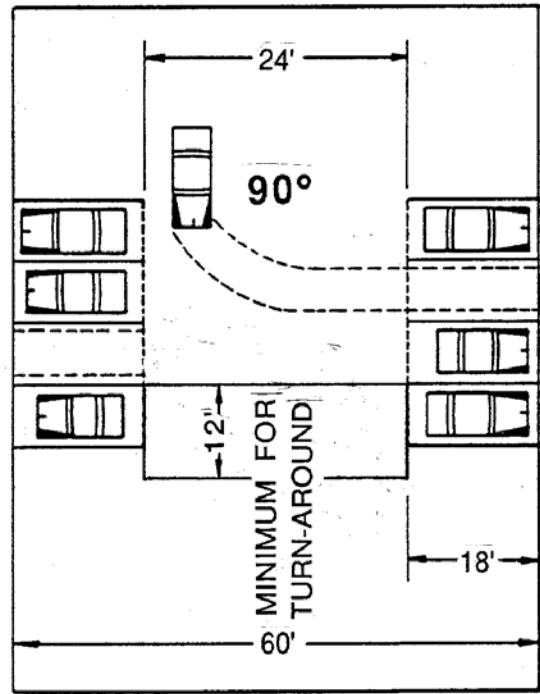
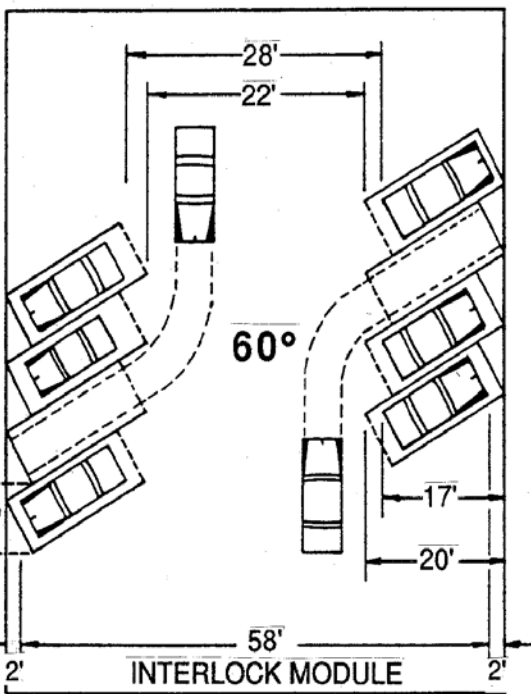
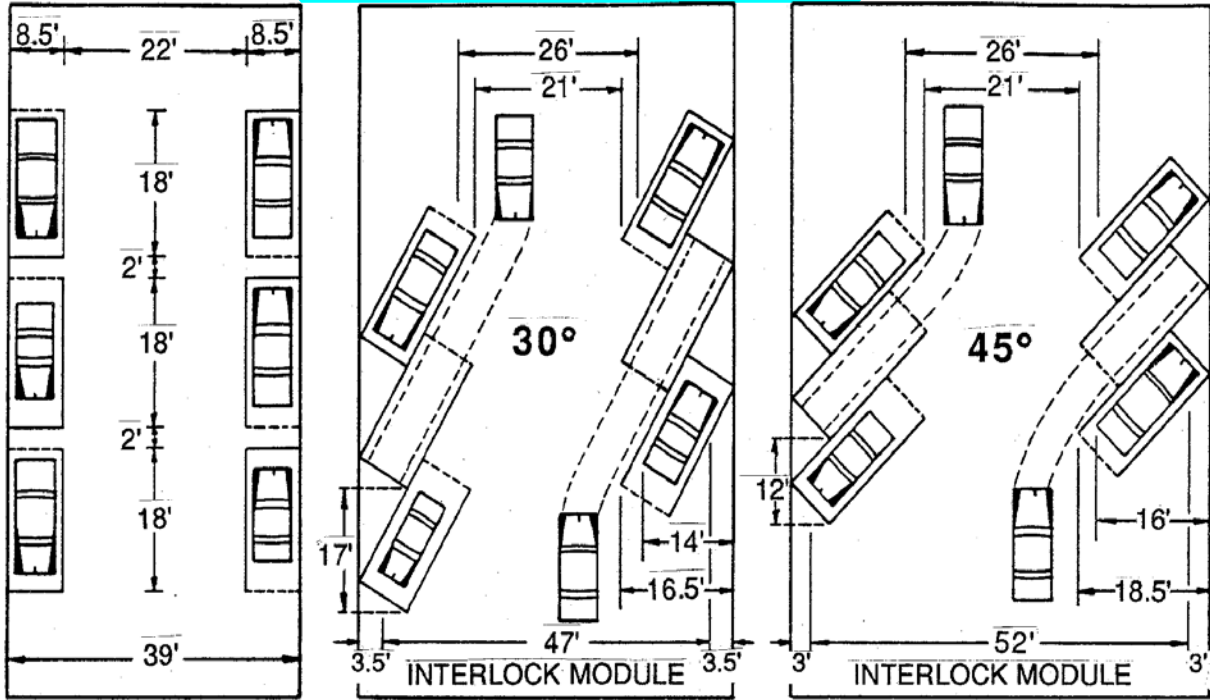


NOTE: NOT TO SCALE. PARKING STALLS 8.5' W. X 18' L.

PARKING DESIGN STANDARDS

FIGURE 802-2

MINIMUM TWO-WAY PARKING DEPTHS



NOTE: NOT TO SCALE. PARKING STALLS 8.5' W. X 18' L.

14.802.080 Parking Lot Surfacing and Marking Requirements

1. All off-street parking and outdoor storage areas shall be graded and paved with a hard surface such as concrete, asphalt, brick pavers or other hard material before a certificate of occupancy for the building is issued.
2. Paint or markers shall be used to delineate parking stalls and directional arrows on paved or hard-surfaced areas.
3. Pedestrian walkways shall be installed and/or marked according to Section 14.802.120.

14.802.100 Illumination

Parking lots shall have lighting capable of providing adequate illumination for security and safety. All light sources shall be constructed, down shielded and used as not to illuminate directly or create glare visible from adjacent properties or public rights of way. Lighting resembling or conflicting with traffic signals, emergency vehicles or otherwise creating safety hazards for pedestrian/vehicular traffic is prohibited.

14.802.120 Pedestrian Access

1. Parking lot circulation shall be designed to minimize conflicts between vehicles and pedestrians around and within parking lots and at vehicle ingress/egress points. Internal pedestrian walkways shall be installed through any parking lot of 50 or more spaces and shall be located and constructed as an integrated part of existing sidewalks and/or pedestrian trails.
2. Walkways shall be accessible and a minimum of 6 feet wide. Internal walkways shall be separated from traffic lanes and vehicle overhangs and shall be located as follows:
 - a. Walkways running parallel to the parking rows shall be provided for every 4 rows. A row is considered either a single or double line of parking stalls which are separated from other rows by internal driveways.
 - b. Walkways running perpendicular to the parking rows shall be no further than 20 parking spaces apart.
 - c. Walkways that cross vehicle lanes shall be marked with striping or constructed with a contrasting paving material to indicate a pedestrian crossing area.

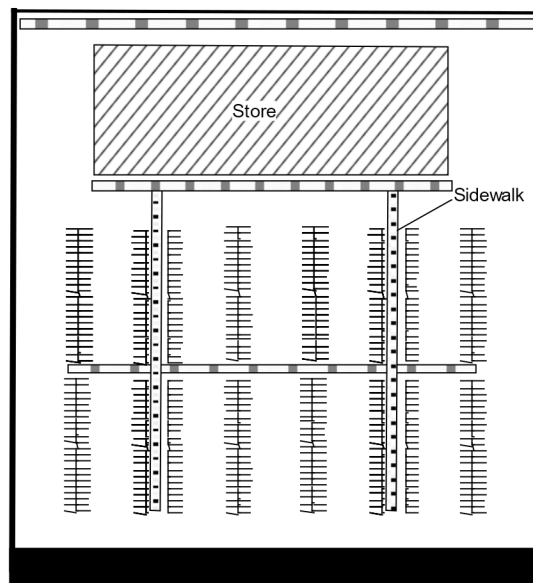


Figure 802-3, Example of Walkway System Within a Parking Lot

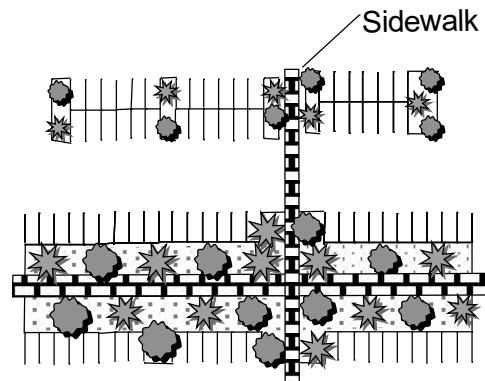


Figure 802-4, Detail of Landscaped Walkway System

14.802.140 Joint-Use Parking Requirements

1. The owner(s) of a group of uses or buildings may jointly provide parking and loading spaces, subject to the Director's approval. Written plans shall be submitted to the Director and shall include all of the following items.
 - a. The identification of the limits of the property involved.
 - b. The footprint of all structures.
 - c. The identification of all other areas not involved in the off-street parking, loading or access thereto (e.g., pedestrian areas, landscaping, refuse storage areas).
 - d. The actual layout of all off-street parking and loading spaces, as well as access thereto.
 - e. Identification of those spaces to be used collectively if other than all spaces on the property.
 - f. Parties involved with the joint use of parking facilities shall execute a legal easement regarding their joint use agreement. The agreement shall be reviewed by the Director and recorded in the County Auditor's office. The agreement shall run with the land and shall not be terminated without authorization by the Planning Director, based upon changed conditions.
2. For shopping centers, the Director may establish a total parking requirement based upon the mixture of uses contained within the center. If the Director finds that the uses within the center have substantially dissimilar peak demands for off-street parking, the Director may establish the center's parking requirements at a level reduced up to 25% of the normal parking requirement.
3. Up to 50% of the parking facilities required by this chapter for a use considered to be primarily a daytime use may be provided by the parking facilities of a use considered to be primarily a nighttime use or vice versa, provided that the reciprocal parking area shall be subject to the same conditions set forth in items 4a, 4b and 4c of this subsection. For purposes of this subsection, the following uses are typical daytime uses: business offices, barber and beauty shops and manufacturing or wholesale buildings. The following uses are typical nighttime and/or weekend uses: auditoriums (incidental to a public or parochial school), churches, dance halls, theaters and taverns.
4. Up to 100% of the weekend and/or nighttime parking facilities required by this chapter for a church or auditorium may be supplied by parking facilities required for the public/private school or college e, provided that the reciprocal parking area shall be subject to the following conditions.
 - a. The church must be incidental or adjacent to a public/private school or college
 - b. The building or use requesting joint parking shall be within 150 feet of the proposed joint use parking area.
 - c. The applicant shall demonstrate that there is not substantial conflict in the principal operating hours of the buildings or uses utilizing a joint use area.
 - d. Parties involved with the joint use of parking facilities shall execute a legal easement regarding their joint use agreement. The agreement shall be reviewed by the Director and recorded in the County Auditor's office. The agreement shall run with the land and shall not be terminated without authorization from the Director, based upon changed conditions.

14.802.160 Modification of Parking Requirements

1. A non-paved surface such as gravel or crushed rock for parking and storage areas routinely used by cleated and other heavy equipment may be allowed when approved by the Director.
2. The Director may waive paving requirements upon recommendations by the Spokane County Air Pollution Control Authority or the County Engineer's Office. Such recommendations shall be in writing and assert that the proposed surfacing, such as grass pavers or other technology, will not adversely affect air quality, water quality or the integrity of the parking area. Economic hardship shall not be a reason for granting a waiver.
3. The Director may allow a reduced number of parking spaces when an applicant can quantify a reduced demand based on the attributes of the use, site or surrounding area (for example, transit availability, commute trip reduction programs, employee housing etc.).
4. Storage areas in retail stores and offices, in excess of 1,000 sq. ft., may be calculated separately as a warehouse, if no more than 50% of the total floor area is considered a warehouse.
5. Industrial buildings with storage areas in excess of 1,000 square feet may be considered as a warehouse use for calculating the required parking.

14.802.170 Parking Design Incentives

Maximum lot coverage requirements in residential and commercial zones may be increased by 25% provided one of the following design features is incorporated into the development.

1. Underground parking is provided for the building or use.
2. A multilevel parking structure is provided for the building or use.
3. The building is adjacent to the street and all parking facilities are located to the rear or side of the building or use.
4. Bus shelters or other facilities designed exclusively to support transit are incorporated into the development and have a cost of at least 0.5% of the total development value. The value shall be determined from official County records. In the absence of an appropriate assessed value in the official County records, an appraisal performed by a licensed appraiser may be accepted.

14.802.180 Required Off-Street Loading

Off-street loading facilities are required to provide adequate space to accommodate outside deliveries from large vehicles which cannot be functionally served by normal parking stalls.

1. All off-street loading spaces shall be located and designed according to the following criteria:
 - a. All off-street loading spaces shall be designed to minimize impacts on adjacent properties.
 - b. In all cases, loading facilities shall be located on the same lot as the structure they are designed to serve.
 - c. Off-street loading space shall not be included in an area calculation used to satisfy off-street parking requirements for landscaping.
 - d. Loading spaces shall be designed and located so vehicles using these spaces do not project into any public right-of-way.
 - e. Loading spaces shall be designed so vehicles are not required to back to or from an adjacent street. Loading spaces in industrial zones that use local access streets are exempt from this requirement.
2. Off-street loading spaces shall measure at least 15 feet wide, 60 feet long and 15 feet high, except if this section requires only one off-street loading space, it may measure 12 feet wide, 30 feet long and 15 feet high.
3. The minimum number of off-street loading spaces shall be provided according to Table 802-2.

Table 802-2, Required Off-Street Loading

Use	Size	Required Parking Spaces
Industrial, manufacturing wholesale, warehouse, similar uses	10,000 - 40,000 sq. ft.	1 space
	40,000 - 60,000 sq. ft.	2 spaces
	60,000 - 100,000 sq. ft.	3 spaces
	Over 100,000 sq. ft.	1 space for each 50,000 sq. ft. or part thereof
Offices, hotel/motel, restaurants	20,000 - 60,000 sq. ft.	1 space
	60,000 - 100,000 sq. ft.	2 spaces
	Over 100,000 sq. ft.	1 space for each 50,000 sq. ft. or part thereof
Hospitals, convalescent centers, nursing homes, similar institutions	10,000 - 40,000 sq. ft.	1 space
	40,000 - 100,000 sq. ft.	2 spaces
	Over 100,000 sq. ft.	1 space for each 50,000 sq. ft. or part thereof
Department stores, retail and other commercial uses	10,000 - 20,000 sq. ft.	1 space
	20,000 - 50,000 sq. ft.	2 spaces
	50,000 - 100,000 sq. ft.	3 spaces
	Over 100,000 sq. ft.	1 space for each 50,000 sq. ft. or part thereof
Residential	No requirement	

14.802.200 Public Transit

Provisions for transit facilities shall be coordinated through the Division of Engineering and Roads and the Spokane County Transit Authority.

14.802.220 Landscaping Requirements

Landscaping shall be provided pursuant to chapter 14.806.

File Attachments for Item:

a. Treasurer - Debb Matkin



9103 E. Frederick Ave. • Millwood, Washington 99206 • (509) 924-0960 • www.millwoodwa.us

April 3, 2025

Memo to: Millwood City Council

Re: March 2025 Finance Report

Here is a summary of financial activities for the month of March 2025:

- Accountability Audi Compliance
 - Any/all elected official and City Treasurer bank credit cards have been cancelled. A bank credit card has been applied for and opened for the City Clerk. This credit card will be used for all city subscriptions and office supply orders.
 - A fuel management system account with Fuelman has been applied for and granted. There will be a card assigned to each fleet vehicle with a pin. The pin (specific to the card) and the odometer reading must be entered at the time of fueling. Administrators can sign in to the online account to monitor fuel usage, print reports and make payments.
 - As part of our financial software package, we should have a basic purchase order system. For some reason this was not part of our installation when the company updated to Version 7. I am having it installed and will be implementing the use for vendors not currently established in our software system. I believe this will strengthen internal controls against fraudulent financial claims against the City.
- Investments
 - Currently the city has investments in US Treasury Bills totaling \$2,123,491.14.
 - The city's Certificate of Deposit of \$1,000,000.00 matured in January with an interest payment of \$23,686.58. The entire amount of \$1,023,686.58 was reinvested until August 4th.
- Revenues and Expenditures
 - The first quarter of 2025 saw revenues for the General Fund at \$448,142, REET1 and REET2 at \$5,699 and Utility Fund at \$213,011.31.
 - The first quarter of 2025 saw expenditures for the General Fund at \$467,999 and the Utility Fund at \$172,801.

Kindest Regards,
Debb Matkin
City Treasurer/HR Manager

File Attachments for Item:

b. Clerk/Public Records and Code Enforcement – Lisa Cassels

CITY OF MILLWOOD
CLERK/PUBLIC RECORDS/CODE ENFORCEMENT
APRIL 8, 2025

Section 10, Item b.

City Council

- Prepared Agenda, Packet & Minutes for City Council Meetings and operated recording equipment for meetings.
- Prepared Special meeting agendas & notices.

Planning Commission

- Prepared Agenda, Packet & Minutes for Planning Commission Meetings and operated recording equipment for meetings.
- Assisting Ms. Tainio with Public Notices, scheduling, and planning requests.

Historic Preservation Commission

- Prepared Agenda, Packet & Minutes for Historic Preservation Commission meetings and operated recording equipment for meetings; they have been meeting on the second Monday of the month at 2:00 pm.
- Prepared mailing list and sent Commission prepared letter regarding the historic register and centennial property recognition to the homes and businesses in the Historic District.
- Working on preparing materials for outreach events the Commission is planning to attend.

Public Records Requests (6 in 2025).

- Three of the requests are reoccurring every year regarding employee compensation, payment transactions from the prior year and insurance policies and premium information.
- One request was a due diligence request for information on a commercial property.
- The other two requests were for miscellaneous information on two separate residential properties.

Code Enforcement

- Business Licensing violation – business type not allowed (business is moving by 4.30.25)
- Fence height violation – residential
- Three excessive trash violations – residential

Miscellaneous

- Backflow tester list & first letter prepared; mailed on March 25, 2025 due date June 6, 2025.
- Prepared the Spring Newsletter
- Prepared numerous Right of Way Permits, Land Use Permits & Invoices.
- Completed Building Permit Survey
- Business Licensing – Prepared & mailed letters to three properties to verify approved home business use

File Attachments for Item:

c. Public Works - Kyle Schiewe

Public Works Council Report

April 8th 2025

Section 10, Item c.

Argonne Congestion Relief

- Avista has been replacing power poles around the City Hall and Millwood Trail in anticipation of the project.

Empire Traffic Calming

- I met with the representative from Spokane County's chip seal program at the site. It has been determined that the condition of the road from Argonne to the railroad spur is too damaged for the chip seal. It is recommended that a 2" asphalt overlay in that road section be done prior to the chip seal. This additional charge may be covered in part or fully by TIB funding. I will update you next month.
- I anticipate the double speed hump installation with the advanced warning signs and striping in the next few months.
- All agencies are working together to schedule the overlay, chip seal, and striping work to be done in the warmer months, but are not in conflict with the Argonne project.

DNR Tree Grant

- All reports have been submitted and approved. The City has received the full grant award payment.

Arbor Day Celebration

- Sam and I have selected a 17' River Birch from Evergreen Nursery to plant this year. It will replace a tree that was removed long ago that left a large separation between the trees. This species will further diversify the variety of trees we are showcasing in the arboretum.
- **The Cities Arbor day celebration is set for Friday April 25th, which is Arbor Day, at 2:00 pm and I will need someone willing to come and say the proclamation please!**

Roads/Streets

- Triple A Sweeping was out last week to do our spring full city street sweeping. They will be scheduling traffic control and crews to come in at night to spray off the sidewalks and clean Argonne in the near future.

Public Works Council Report

April 8th 2025

Section 10, Item c.

Park

- As part of the 2025 budget, replacement of playground equipment was earmarked. I requested bids from multiple commercial playground equipment companies for an updated, safer merry-go-round. I was able to source an identical 10-foot merry-go-round for under the budgeted amount. It has been ordered and will be installed ASAP upon its arrival.
- Staff has been doing some spring cleaning/pruning on the plants and bushes in the green spaces along the trail and have been prepping and planning to turn the water back on to the park and the park restrooms by Monday the 21st.

Sidewalk

- I attended a Sidewalk Trip Hazard liability training class put on by WCIA. I have planned and budgeted for the abatement of the largest trip hazards that were too large to be completed during our 2023 abatement project. Public Works plans to purchase a large jack hammer to be used in conjunction with our pull behind air compressor to remove and replace the existing failing sections of sidewalk. The pour back and flat work will be performed in house by Bryce who came to us as a journeyman level concrete flat work finisher.

File Attachments for Item:

d. Utilities - Matt Erdahl

Utilities Council Report

April 8th 2025

Section 10, Item d.

WATER

- All water samples came back good this month.
- Bryce and I attended the SRC4 conference (water classes) at Whitworth University on March 27.
- Inspected a new water service at 2919 N. Dale by Roto Rooter.
- Installed a new 4" water meter for the park.
- Met with Ashley from Welch Comer regarding Water System Plan updates.
- 8819 E. Frederick had previously been concreted in the curb stop box due to meter tampering and unauthorized occupation of the property. The property was sold and a new curb stop box was installed.

SEWER

- One of the pumps at lift station #2 kept tripping; the pump was removed, disassembled, cleaned, reassembled and reinstalled. It appears to be operating correctly now.

File Attachments for Item:

e. Planning - Amanda Tainio - Upward 7 Consulting



Amanda Tainio, Principal

March 31, 2025

Memo To: Millwood City Council

RE: March 2025 Planning Report

Here is a summary of the planning activities for the month of March 2025:

- The Planning Commission met on March 26th and reviewed information in response to questions and modifications to Draft Comprehensive Plan Ch. 1, 2, 3, & 4 and new Draft Comprehensive Plan Parks & Recreation Element (Ch. 10)
 - The next meeting is scheduled for April 30th at 6pm
- Anticipated Agenda Items:
 - Public Hearing on the Draft Comprehensive Plan Ch. 1, 2, 3, & 4, updated Community Visioning and Goals, Policies, and Actions Framework & new Draft Comprehensive Plan Parks and Recreation Element.
- Permit/license/land use application review and processing:
 - 9011 E. South Riverway – Code Enforcement Assistance (fence)
 - SDPE-2025-01 - Argonne pathway shoreline substantial development permit exemption
 - ZTA-2024-02 - MMC 17.040.35, Adoption by reference / Ord. 544 (City Council modifications)
 - 8901 E. Trent Ave., Suite 112 - Wingstop C/O Issuance
 - VAR-2025-01 - Souza Variance DOC & NOA/NOH
 - 2708 N. Laura - VAR-2025-01 DOC, NOA/NOH Issuance (reduced side setback for garage & carport)
 - BLA-2025-01 - Parcel line elimination for future mixed-use building at 8919 - 8921 E. Euclid
 - MW-2025-0011 / CP-2024-02 - 8921 E. Euclid Mixed Use Building Application processing and review (3 story mixed use building with future restaurant space, office space, and 3 residential units)
 - 2609 N. Bessie - Fence Permit
 - Misc. zoning reviews / information / other jurisdiction SEPA reviews / staff assistance
- 2026 Periodic Update
 - Meeting w/ City Staff
 - Interview / Discussion w/ Millwood Neighborhood Advocates
 - Meeting w/ SPVV Landscape Architects for project estimates / design (Millwood Park master plan, & Sargent Rd. River Corridor - Chapter 10)
 - Comprehensive Plan - Chapters 1 - 4 Modifications
 - Comprehensive Plan Parks & Recreation Element Modifications (Chapter 10)
 - Planning Update Grant (PUG) updated deliverable scope and budget



Amanda Tainio, Principal

- Population & Housing Allocation (HAPT)
- Land Use & Housing Elements (HAPT incorporation)
- Planning Technical Advisory Committee (PTAC), PTAC LCA Subcommittee, & Steering Committee of Elected Officials (SCEO) Meetings – 2026 Periodic Update Topics

With best regards,
Amanda Tainio
Millwood Contract City Planner
planner@millwoodwa.us

File Attachments for Item:

a. SCSO - Intelligence Report - February 2025



SPOKANE COUNTY
SHERIFF

Sheriff John F. Nowels

Spokane County Sheriff's Office Monthly Statistical Crime Review

February 2025

Millwood Reports

(includes all incidents that the Sheriff's Office handled
within the City of Millwood)

The data reflected in these reports pertain to only incidents involving
Spokane County Sheriff's Office personnel.

Airway Heights, Cheney, Liberty Lake, Fairchild Air Force Base, and the City
of Spokane all have their own law enforcement agency. Their data is not
reflected in these reports.



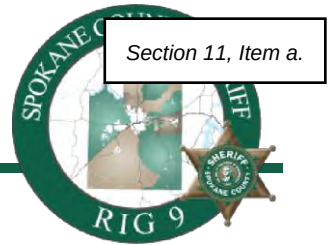
Prepared by Regional Intelligence Group 9 on: 03/21/2025



SPOKANE COUNTY SHERIFF'S OFFICE

Regional Intelligence Group 9

MONTHLY CRIME STATISTICS COMPARISON - Millwood



Preliminary IBR Counts

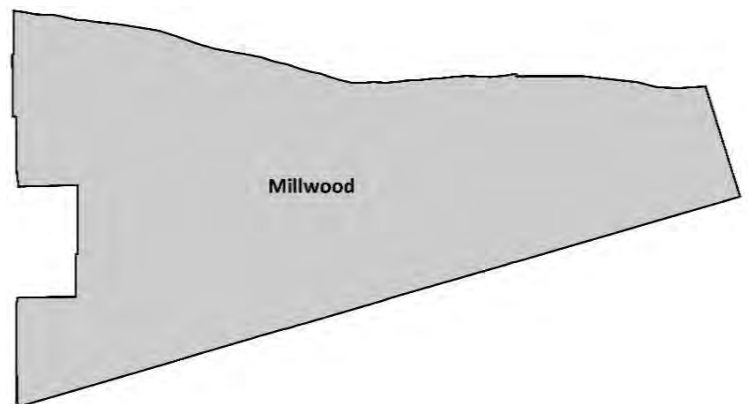
NIBRS Categories	February				Year to Date			
	2025	2024	Change	Average	2025	2024	Change	Average
Crimes Against People								
Criminal Homicide	0	0	0%	0	0	0	0%	0
Neg Manslaughter	0	0	0%	0	0	0	0%	0
Rape	0	0	0%	0	0	0	0%	0
Aggravated Assault	0	0	0%	0	0	0	0%	1
Simple Assault	0	2	-100%	2	1	2	-50%	2
Crimes Against Property								
Robbery	0	0	0%	1	1	0	100%	1
Burglary - Residential	0	0	0%	1	0	0	0%	2
Burglary - Garage	0	0	0%	1	1	0	100%	1
Burglary - Commercial	0	0	0%	1	0	1	-100%	1
Theft	2	0	200%	2	3	0	300%	4
Theft - Shoplifting	3	3	0%	4	6	5	20%	6
Vehicle Theft	0	0	0%	1	0	1	-100%	1
Malicious Mischief	0	0	0%	3	3	1	200%	4
Vehicle Prowl	1	0	100%	1	1	0	100%	2

* averages are a 5 year average and are calculated on data since 01/01/2020

This chart represents preliminary counts of the original incident reports. Full statistical analysis to determine the confidence level of this data has not been performed. In general, the preliminary incident counts are less than the crimes eventually reported on the yearly crime report.

Notes on Category Groupings:

Criminal Homicide = IBR Classification 09A
Neg Manslaughter = IBR Classification 09B
Rape = IBR Classification 11A, 11B, & 11C
Aggravated Assault = IBR Classification 13A
Simple Assault = IBR Classification 13B
Robbery = IBR Classification 120
Burglary = IBR Classification 220 (residential, garage, and commercial breakdown is done by statute description)
Theft = IBR Classifications 23A, 23B, 23D, 23E, 23G, 23H
Theft - Shoplifting = IBR Classification 23C (intentionally removed from the theft grouping)
Vehicle Theft = IBR Classification 240
Malicious Mischief = IBR Classification 290, Destruction/Damage/Vandalism
Vehicle Prowl = IBR Classification 23F, Theft from Motor Vehicle



SPOKANE COUNTY SHERIFF'S OFFICE

Regional Intelligence Group 9

IBR Count by District - Millwood Highlighted

Section 11, Item a.



Time Period: February 2025

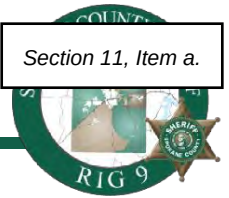
IBR Offense	Spokane Valley Districts						Unincorporated Districts														MW	RF	SPA	WAV	OTHER	TOTAL
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	DP	FF	LAH	ML							
09A Murder/NonNegligent Manslaughter	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
09B Negligent Manslaughter	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
100 Kidnapping/Abduction	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	2	2
11A Rape - Forcible	0	0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
11B Sodomy - Forcible	0	1	0	0	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	3
11C Sex Assault With Object	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11D Fondling - Forcible	0	2	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
120 Robbery	0	1	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
13A Aggravated Assault	0	1	1	2	1	2	2	2	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	3	16	16
13B Simple Assault	4	13	10	9	13	11	2	3	3	1	2	2	5	4	0	2	1	0	5	0	0	0	0	7	97	97
13C Intimidation	1	0	2	4	2	2	3	2	0	1	4	0	1	0	0	1	0	0	0	0	0	0	2	25	25	25
36A Incest	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	1
36B Rape - Statutory	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
64A Human Trafficking - Commercial Sex Acts	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
64B Human Trafficking - Involuntary Servitude	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
500 Violation of Protection Orders	1	6	4	1	2	3	4	2	1	0	0	2	4	1	0	1	0	0	0	0	0	0	4	36	36	36
Total Crimes Against Persons	6	24	19	16	20	18	12	10	4	4	6	4	12	6	0	4	1	0	5	0	0	0	0	17	188	188
200 Arson	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
210 Extortion/Blackmail	1	1	1	1	1	1	0	0	0	3	2	0	1	0	0	0	0	0	0	0	0	0	2	14	14	14
220 Burglary/Breaking & Entering	5	6	2	6	2	10	4	1	3	1	2	3	3	3	0	1	0	0	0	0	0	0	2	54	54	54
23A Theft - Pocket-Picking	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23B Theft - Purse Snatching	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23C Theft - Shoplifting	10	4	6	29	9	19	0	0	0	2	0	0	7	0	0	2	0	0	0	3	0	0	0	14	105	105
23D Theft From Building	5	4	6	7	1	1	2	3	0	1	1	1	2	2	0	1	0	0	2	0	0	0	4	43	43	43
23E Theft From Coin Operated Machine	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23F Theft From Motor Vehicle	7	8	1	8	3	6	1	5	5	4	5	3	3	1	0	0	0	0	2	1	0	0	0	2	65	65
23G Theft of Motor Vehicle Parts/Accessories	4	8	3	5	2	3	2	0	1	0	2	0	0	0	0	1	0	0	0	1	0	0	0	2	34	34
23H Theft - All Other	11	18	7	4	5	7	1	8	7	5	5	6	1	2	0	1	0	0	1	1	1	0	0	3	94	94
240 Motor Vehicle Theft	3	6	1	4	3	3	0	2	1	0	1	1	0	0	0	0	0	0	0	0	0	0	1	26	26	26
250 Counterfeiting/Forgery	1	1	0	2	1	1	1	0	0	0	0	1	3	0	0	0	0	0	0	0	0	0	1	12	12	12
26A Fraud - False Pretense/Swindling	0	4	3	6	3	5	1	0	4	0	4	2	5	0	0	0	0	0	1	0	0	0	2	41	41	41
26B Fraud - Credit Card/ATM	3	3	2	2	5	1	0	0	0	1	3	3	2	1	0	1	0	0	0	0	0	0	2	29	29	29
26C Fraud - Impersonation	1	2	5	5	2	4	2	1	2	4	2	1	6	3	0	1	0	0	0	1	0	0	0	2		
26D Welfare Fraud	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		160	160
26F Identity Theft	1	1	2	4	3	2	3	0	1	2	5	1	1	2	0	0	0	0	0	0	0	1	1		30	30

SPOKANE COUNTY SHERIFF'S OFFICE

Regional Intelligence Group 9

IBR Count by District - Millwood Highlighted

Section 11, Item a.



Time Period: February 2025

	Spokane Valley Districts						Unincorporated Districts																			
IBR Offense	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	DP	FF	LAH	ML	MW	RF	SPA	WAV	OTHER	TOTAL	
26G Hacking/Computer Invasion	2	0	1	3	3	1	1	0	0	0	2	0	1	1	0	0	0	0	0	0	0	0	0	0	15	
270 Embezzlement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
280 Stolen Property Offense (Receiving, etc.)	0	2	0	1	0	1	1	1	0	0	0	0	2	0	0	0	0	0	0	1	0	0	0	1	10	
290 Destruction/Vandalism	14	29	15	12	9	15	5	6	6	3	7	8	8	11	0	7	0	0	1	0	1	1	0	10	168	
Total Crimes Against Property	68	97	55	99	52	80	24	27	30	26	41	30	45	26	0	15	0	0	7	8	2	1	2	49	784	
35A Drugs/Narcotics Violation	5	4	2	3	2	1	0	1	2	1	0	1	2	0	0	0	0	0	0	0	0	0	0	15	39	
35B Drug Equipment Violation	1	1	2	1	0	0	0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	3	10	
370 Pornography/Obscene Material	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	2	
39A Betting/Wagering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
39B Gambling - Operating Promoting Assisting	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
39C Gambling Equipment Violation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
40A Prostitution	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
40B Prostitution - Assisting/Promoting	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
40C Purchasing Prostitution	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
510 Bribery	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	
520 Weapon Law Violation	0	1	0	0	0	1	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	4	
720 Animal Cruelty	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	
Total Crimes Against Society	6	6	4	4	2	3	0	3	2	1	2	2	3	1	0	0	0	0	0	0	0	0	0	18	57	
09C Justifiable Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
90A Bad Checks	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	
90B Curfew/Loitering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
90C Disorderly Conduct	0	1	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	4		
90D Driving Under Influence	1	4	1	8	0	3	1	1	0	1	1	0	0	0	0	0	0	0	0	1	0	0	0	4	26	
90F Family Offense - NonViolent	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	
90G Liquor Law Violation	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	2	
90H Peeping Tom	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
90J Trespass of Real Property	5	2	1	2	1	1	1	0	0	0	3	0	4	1	0	0	0	0	0	0	0	0	4	25		
90Z All Other Offenses	3	11	1	6	6	3	2	0	2	2	5	2	7	3	0	0	0	0	1	2	0	0	0	14	70	
Total Group B Offenses	9	19	3	16	7	10	4	1	3	3	9	2	12	4	0	1	0	0	1	3	0	0	0	23	130	
NR Not Reportable	1	8	0	7	2	1	1	5	0	0	2	2	3	1	0	2	0	0	0	3	0	0	0	6	44	
Total All Offenses	90	154	81	142	83	112	41	46	39	34	60	40	75	38	0	22	1	0	13	14	2	1	2	113	1203	

SPOKANE COUNTY SHERIFF'S OFFICE

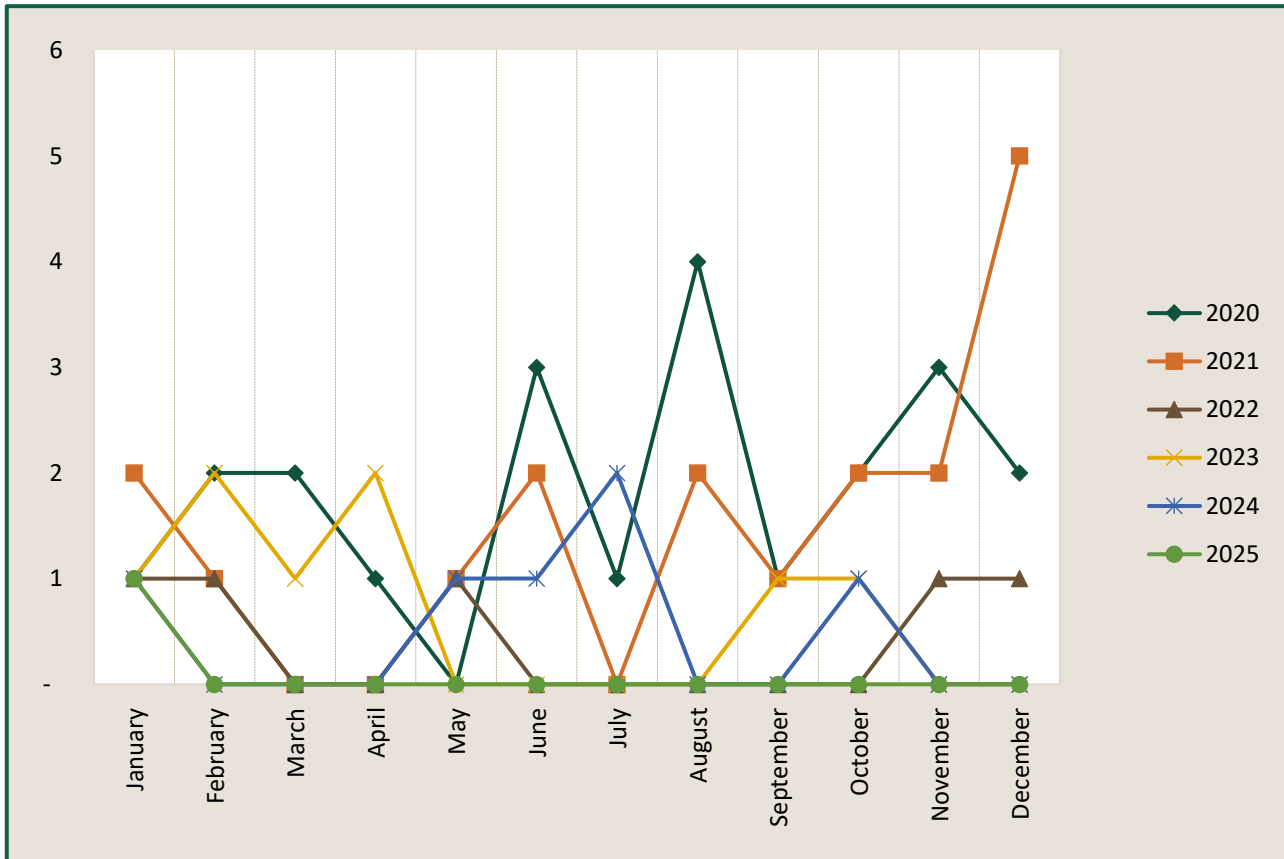
Regional Intelligence Group 9

Burglary - Millwod

Section 11, Item a.



Time Period: February 2025



	2020	2021	2022	2023	2024	2025
January	1	2	1	1	1	1
February	2	1	1	2	-	-
March	2	-	-	1	-	-
April	1	-	-	2	-	-
May	-	1	1	-	1	-
June	3	2	-	-	1	-
July	1	-	-	-	2	-
August	4	2	-	-	-	-
September	1	1	-	1	-	-
October	2	2	-	1	1	-
November	3	2	1	-	-	-
December	2	5	1	-	-	-
Grand Total	22	18	5	8	6	1

* IBR Offense: Burglary/Breaking & Entering 220

Produced: 03/21/2025

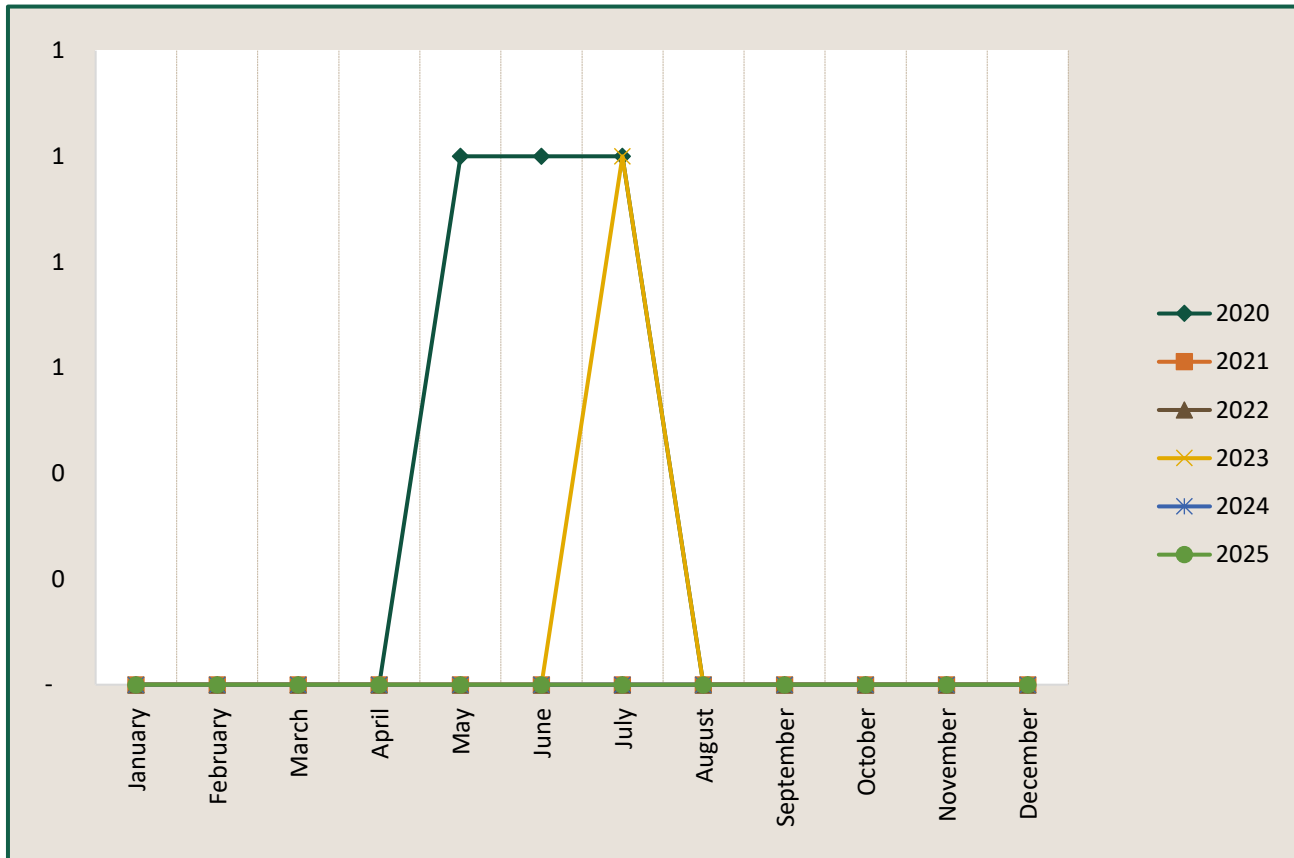
SPOKANE COUNTY SHERIFF'S OFFICE

Regional Intelligence Group 9

Rape - Millwood



Time Period: February 2025



	2020	2021	2022	2023	2024	2025
January	-	-	-	-	-	-
February	-	-	-	-	-	-
March	-	-	-	-	-	-
April	-	-	-	-	-	-
May	1	-	-	-	-	-
June	1	-	-	-	-	-
July	1	-	-	1	-	-
August	-	-	-	-	-	-
September	-	-	-	-	-	-
October	-	-	-	-	-	-
November	-	-	-	-	-	-
December	-	-	-	-	-	-
Grand Total	3	-	-	1	-	-

*IBR Offense: Rape - Forcible 11A, Sodomy - Forcible 11B, Sexual Assault with Object 11C

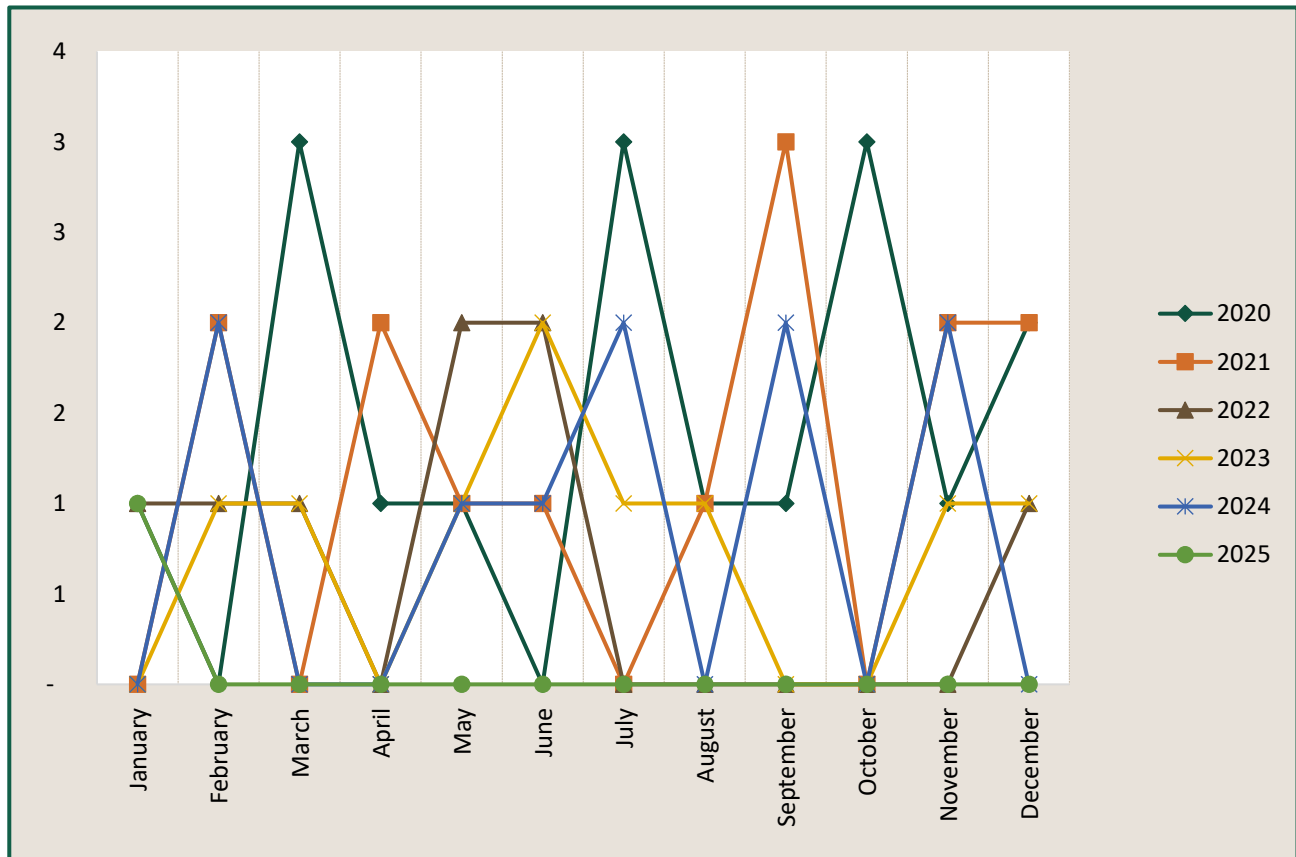
SPOKANE COUNTY SHERIFF'S OFFICE

Regional Intelligence Group 9

Assault - Millwood



Time Period: February 2025



	2020	2021	2022	2023	2024	2025
January	1	-	1	-	-	1
February	-	2	1	1	2	-
March	3	-	1	1	-	-
April	1	2	-	-	-	-
May	1	1	2	1	1	-
June	-	1	2	2	1	-
July	3	-	-	1	2	-
August	1	1	-	1	-	-
September	1	3	-	-	2	-
October	3	-	-	-	-	-
November	1	2	-	1	2	-
December	2	2	1	1	-	-
Grand Total	17	14	8	9	10	1

* IBR Offense: Aggravated Assault 13A & Simple Assault
13B

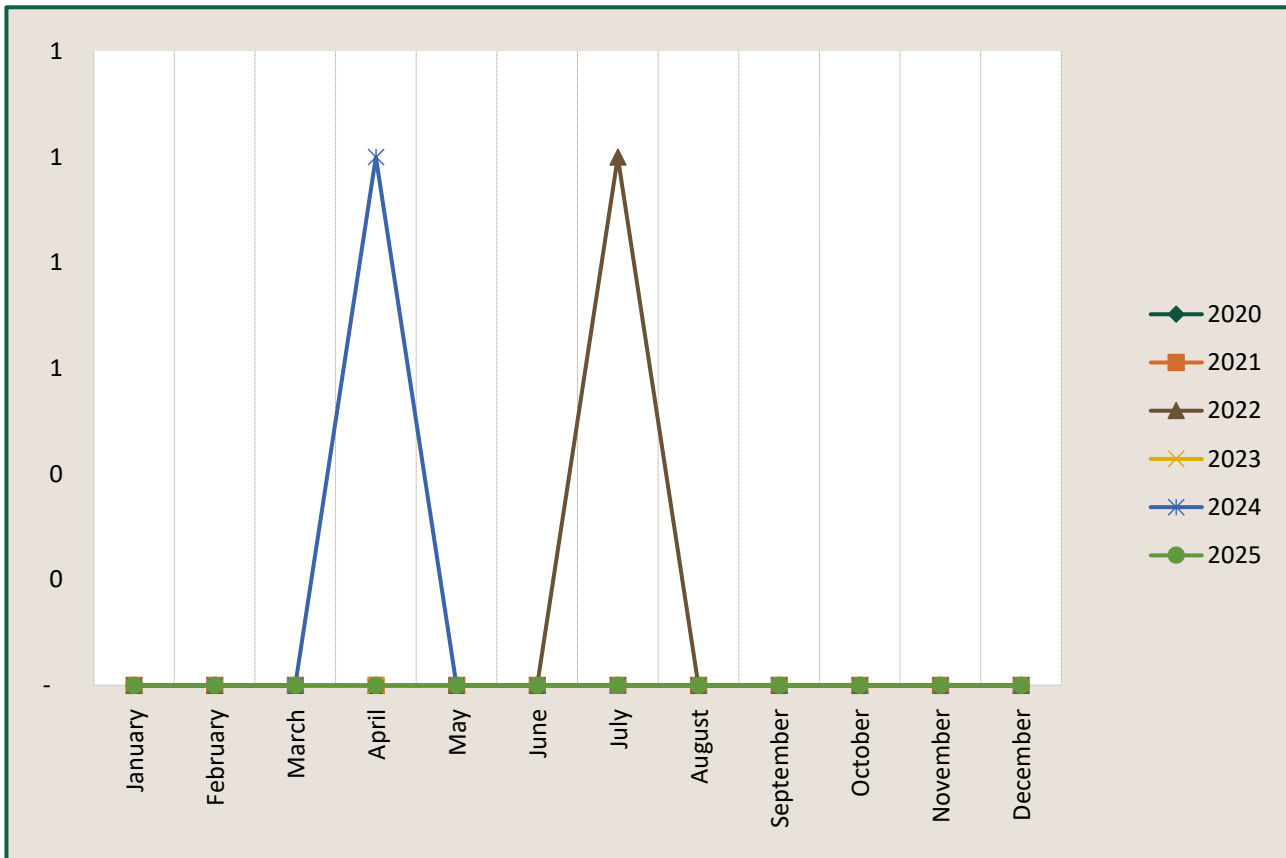
SPOKANE COUNTY SHERIFF'S OFFICE

Regional Intelligence Group 9

Robbery - Millwood



Time Period: February 2025



	2020	2021	2022	2023	2024	2025
January	-	-	-	-	-	-
February	-	-	-	-	-	-
March	-	-	-	-	-	-
April	-	-	-	-	1	-
May	-	-	-	-	-	-
June	-	-	-	-	-	-
July	-	-	1	-	-	-
August	-	-	-	-	-	-
September	-	-	-	-	-	-
October	-	-	-	-	-	-
November	-	-	-	-	-	-
December	-	-	-	-	-	-
Grand Total	-	-	1	-	1	-

* IBR Offense: Robbery 120

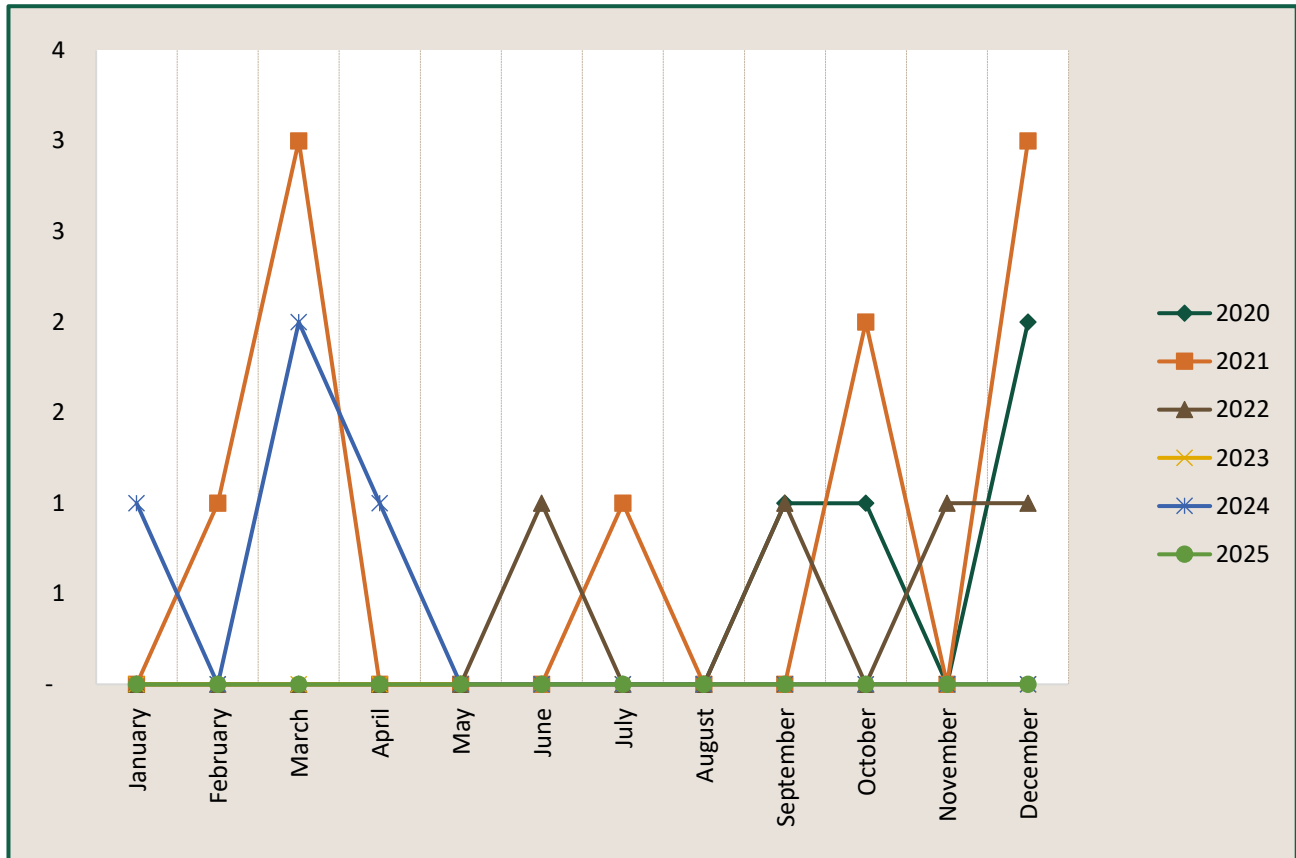
SPOKANE COUNTY SHERIFF'S OFFICE

Regional Intelligence Group 9

Motor Vehicle Theft - Millwood



Time Period: February 2025



	2020	2021	2022	2023	2024	2025
January	-	-	-	-	1	-
February	-	1	-	-	-	-
March	-	3	-	-	2	-
April	-	-	-	-	1	-
May	-	-	-	-	-	-
June	-	-	1	-	-	-
July	-	1	-	-	-	-
August	-	-	-	-	-	-
September	1	-	1	-	-	-
October	1	2	-	-	-	-
November	-	-	1	-	-	-
December	2	3	1	-	-	-
Grand Total	4	10	4	-	4	-

* IBR Offense: Motor Vehicle Theft 240

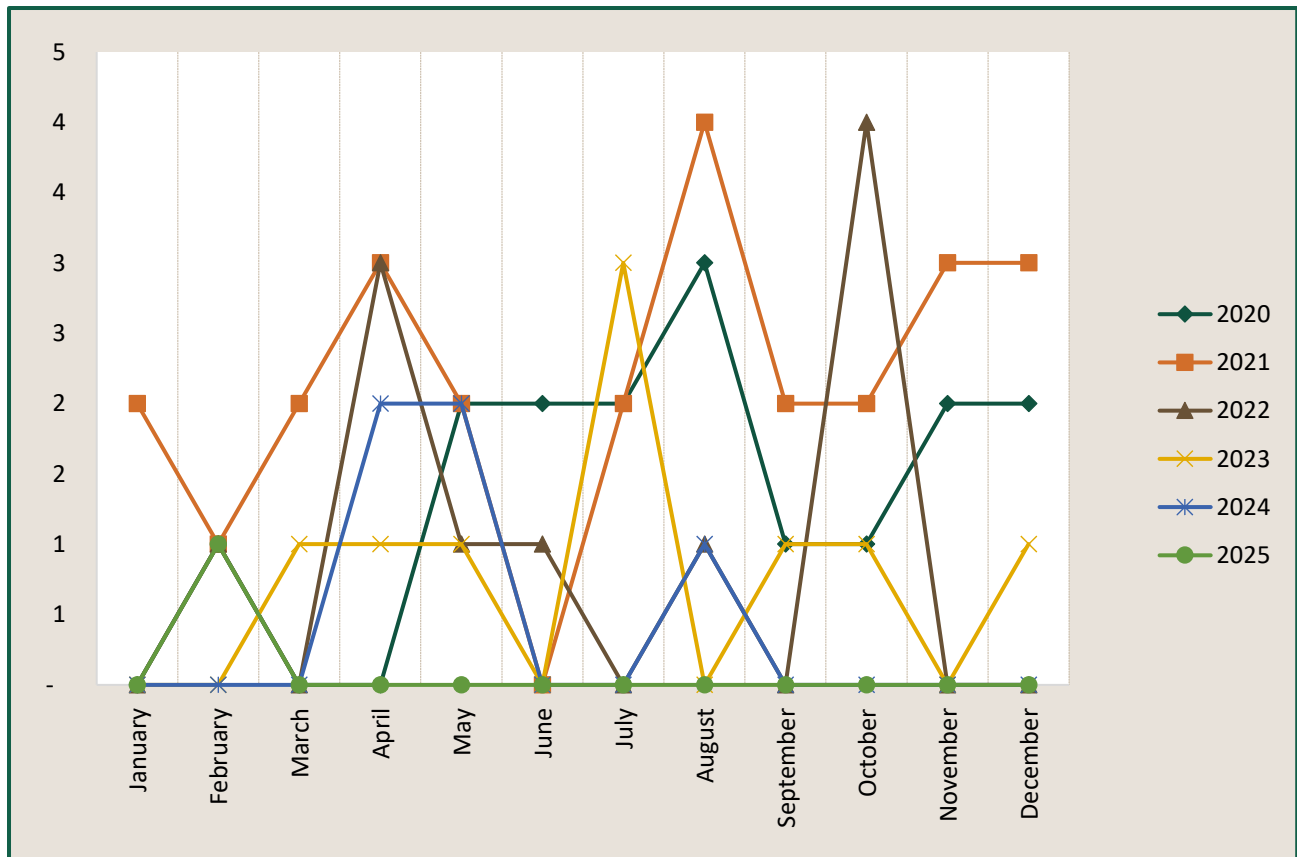
SPOKANE COUNTY SHERIFF'S OFFICE

Regional Intelligence Group 9

Theft From Motor Vehicle (Vehicle Prowl) - Millwood



Time Period: February 2025



	2020	2021	2022	2023	2024	2025
January	-	2	-	-	-	-
February	1	1	1	-	-	1
March	-	2	-	1	-	-
April	-	3	3	1	2	-
May	2	2	1	1	2	-
June	2	-	1	-	-	-
July	2	2	-	3	-	-
August	3	4	1	-	1	-
September	1	2	-	1	-	-
October	1	2	4	1	-	-
November	2	3	-	-	-	-
December	2	3	-	1	-	-
Grand Total	16	26	11	9	5	1

* IBR Offense: Theft From Motor Vehicle 23F

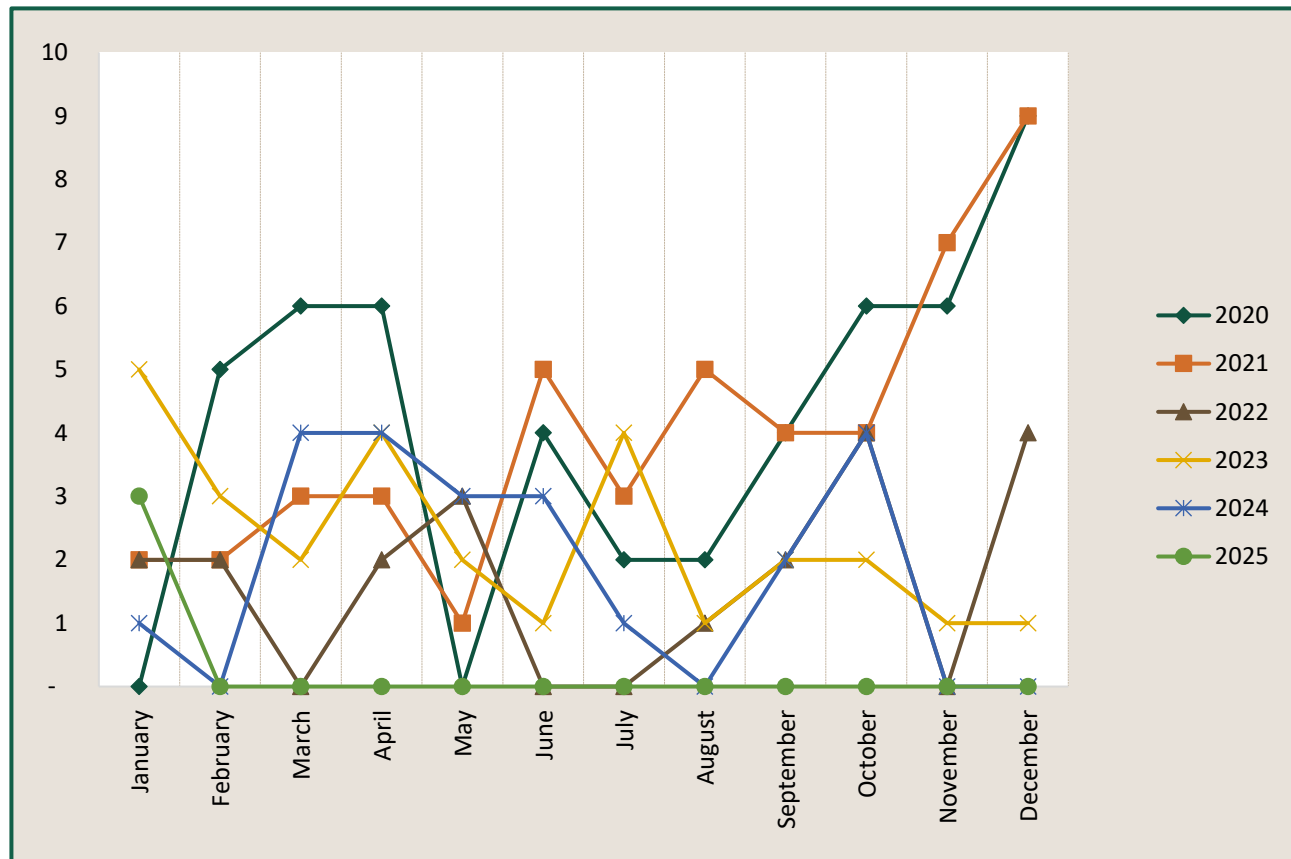
SPOKANE COUNTY SHERIFF'S OFFICE

Regional Intelligence Group 9

Damage/Destruction/Vandalism (MALMS) - Millwood



Time Period: February 2025



	2020	2021	2022	2023	2024	2025
January	-	2	2	5	1	3
February	5	2	2	3	-	-
March	6	3	-	2	4	-
April	6	3	2	4	4	-
May	-	1	3	2	3	-
June	4	5	-	1	3	-
July	2	3	-	4	1	-
August	2	5	1	1	-	-
September	4	4	2	2	2	-
October	6	4	4	2	4	-
November	6	7	-	1	-	-
December	9	9	4	1	-	-
Grand Total	50	48	20	28	22	3

IBR Offense: Destruction/Damage/Vandalism 290

SPOKANE COUNTY SHERIFF'S OFFICE

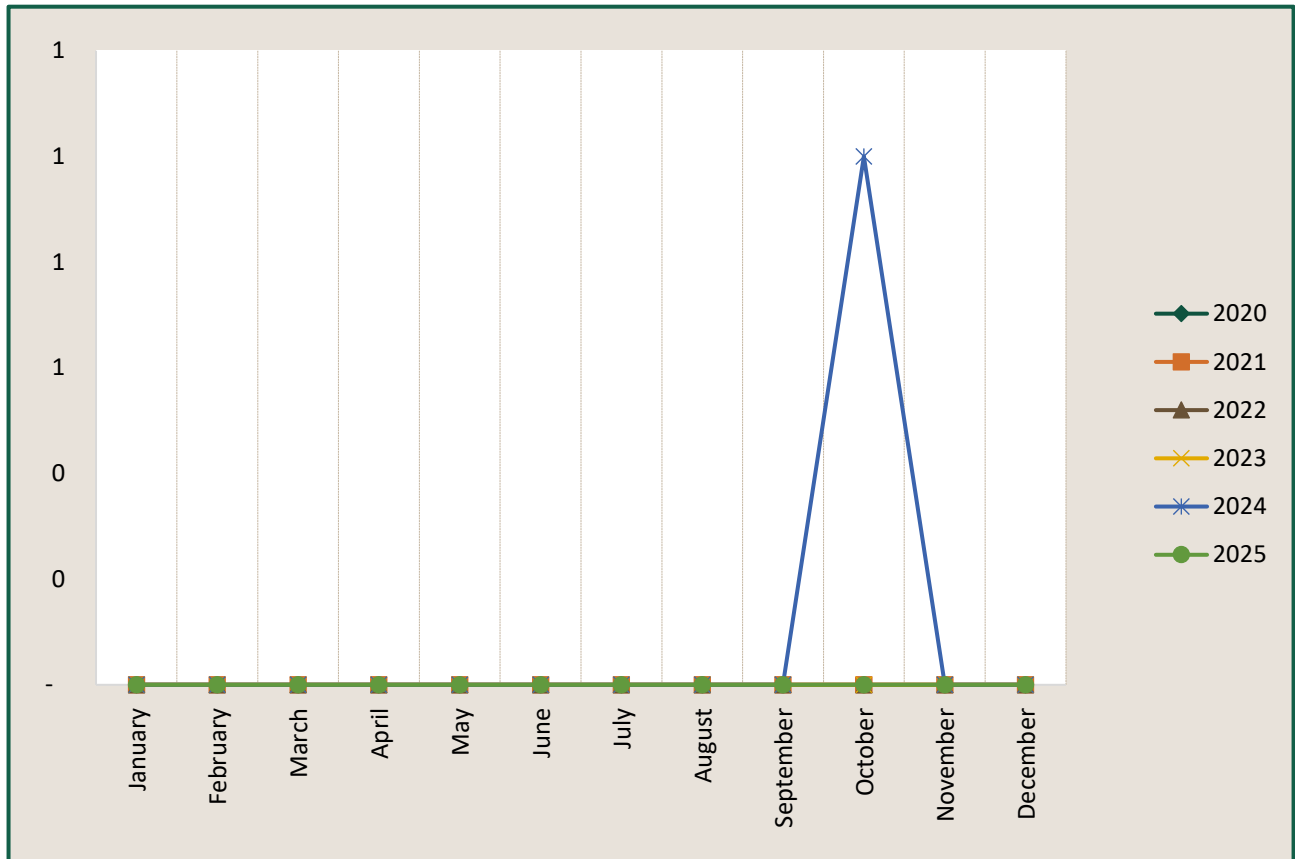
Regional Intelligence Group 9

Homicide - Millwood

Section 11, Item a.



Time Period: February 2025



	2020	2021	2022	2023	2024	2025
January	-	-	-	-	-	-
February	-	-	-	-	-	-
March	-	-	-	-	-	-
April	-	-	-	-	-	-
May	-	-	-	-	-	-
June	-	-	-	-	-	-
July	-	-	-	-	-	-
August	-	-	-	-	-	-
September	-	-	-	-	-	-
October	-	-	-	-	1	-
November	-	-	-	-	-	-
December	-	-	-	-	-	-
Grand Total	-	-	-	-	1	-

*IBR Offense: Murder/Non-Negligent Manslaughter 09A

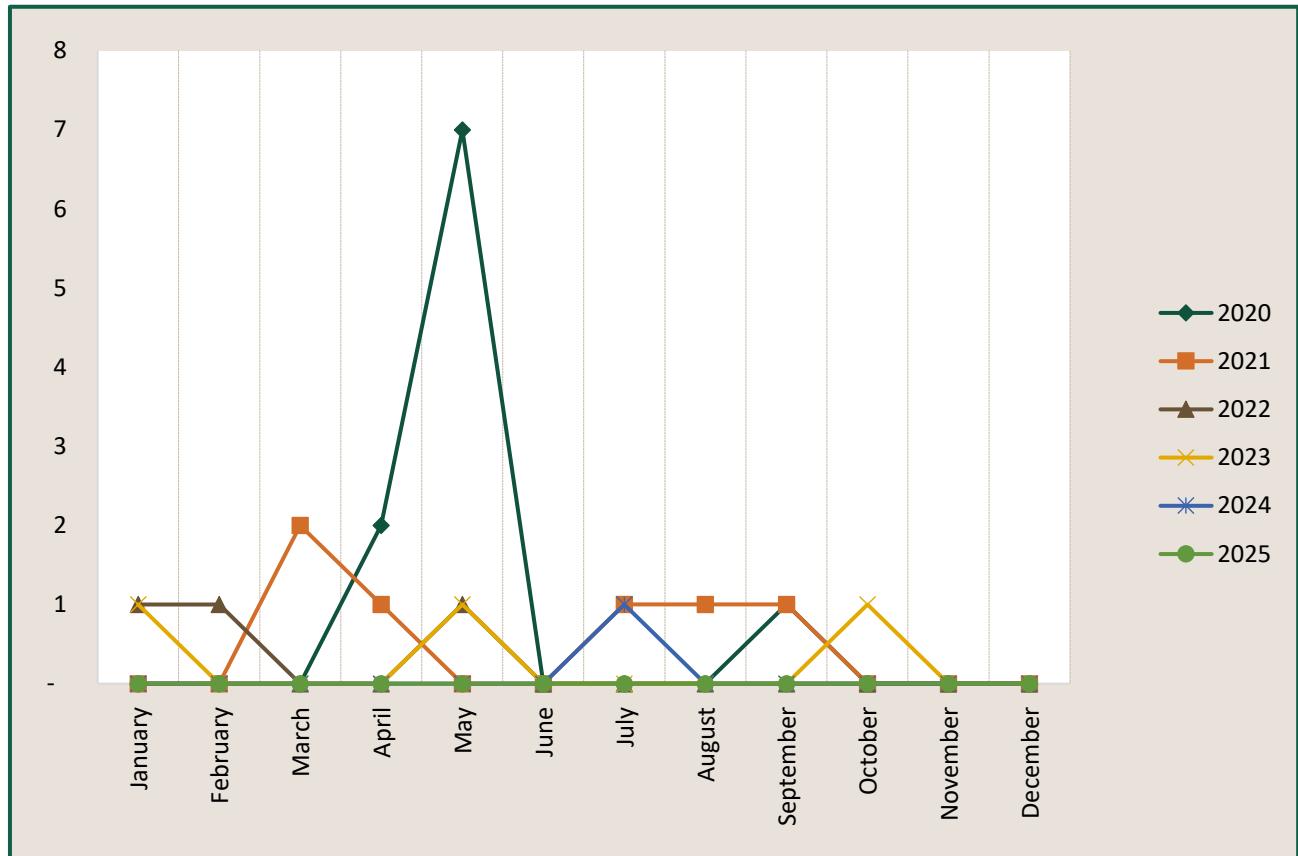
SPOKANE COUNTY SHERIFF'S OFFICE

Regional Intelligence Group 9

Identity Theft - Millwood



Time Period: February 2025



	2020	2021	2022	2023	2024	2025
January	-	-	1	1	-	-
February	-	-	1	-	-	-
March	-	2	-	-	-	-
April	2	1	-	-	-	-
May	7	-	1	1	-	-
June	-	-	-	-	-	-
July	-	1	-	-	1	-
August	-	1	-	-	-	-
September	1	1	-	-	-	-
October	-	-	-	1	-	-
November	-	-	-	-	-	-
December	-	-	-	-	-	-
Grand Total	10	6	3	3	1	-

*IBR Offense: Identity Theft 26F

SPOKANE COUNTY SHERIFF'S OFFICE

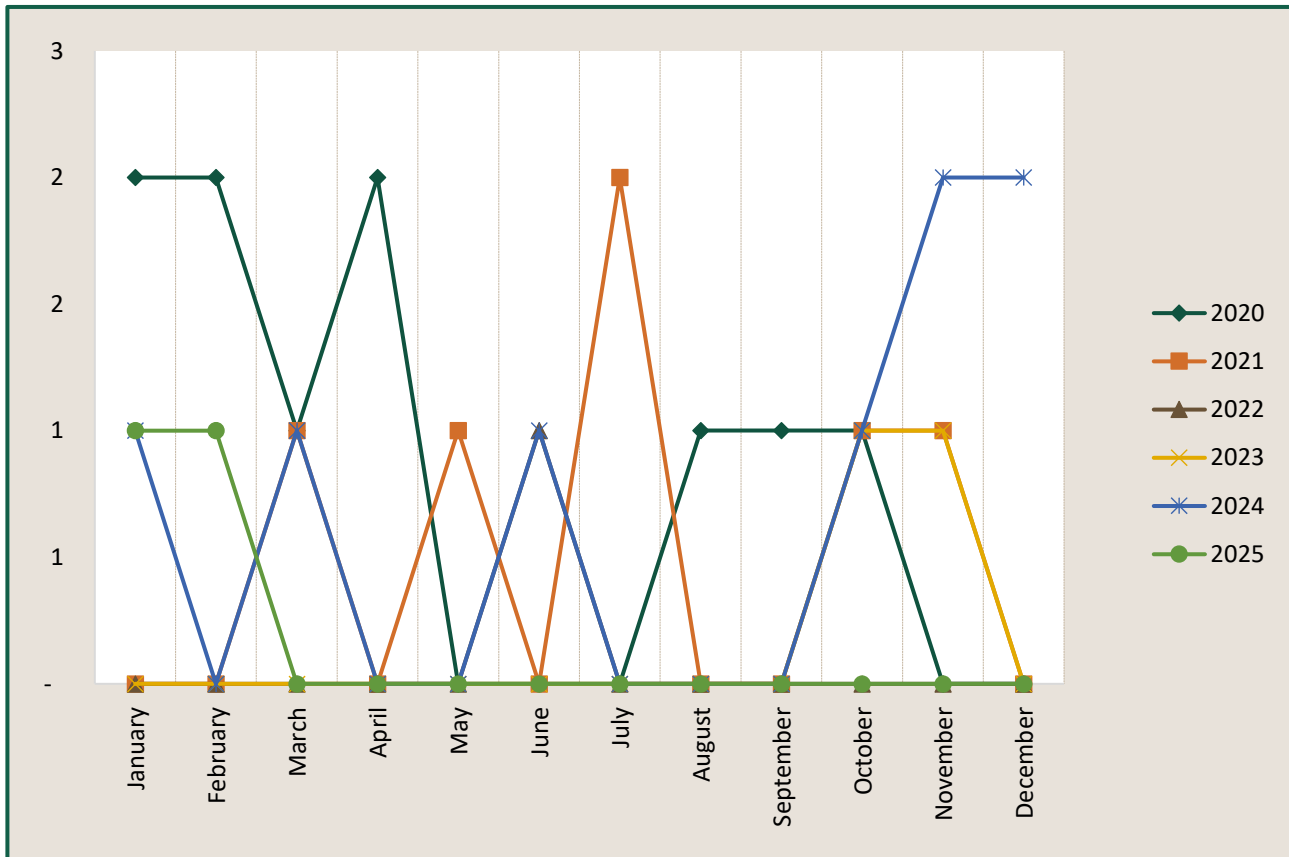
Regional Intelligence Group 9

DUI - Millwood

Section 11, Item a.



Time Period: February 2025



	2020	2021	2022	2023	2024	2025
January	2	-	-	-	1	1
February	2	-	-	-	-	1
March	1	1	-	-	1	-
April	2	-	-	-	-	-
May	-	1	-	-	-	-
June	-	-	1	-	1	-
July	-	2	-	-	-	-
August	1	-	-	-	-	-
September	1	-	-	-	-	-
October	1	1	-	1	1	-
November	-	1	-	1	2	-
December	-	-	-	-	2	-
Grand Total	10	6	1	2	8	2

* IBR Offense: DUI 90D

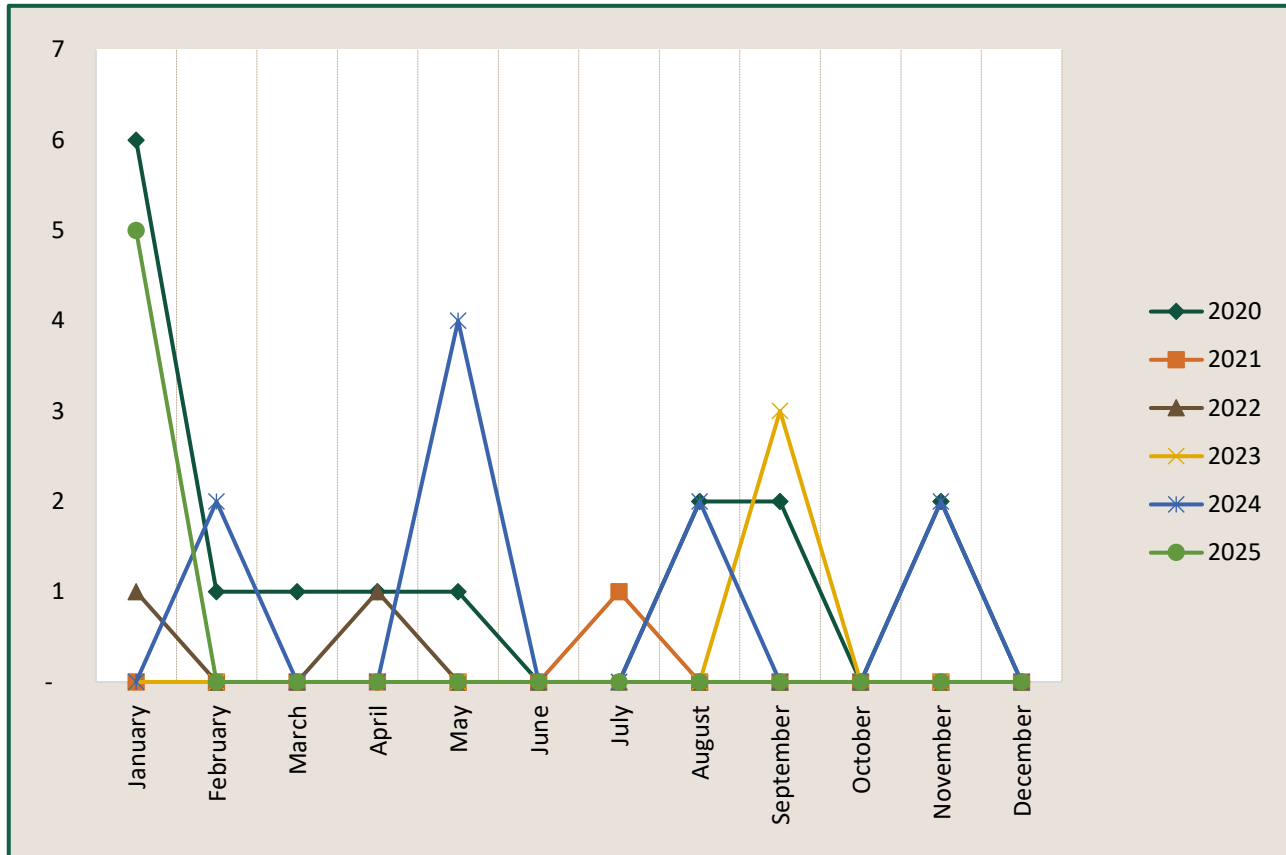
SPOKANE COUNTY SHERIFF'S OFFICE

Regional Intelligence Group 9

Drugs - Millwood



Time Period: February 2025



	2020	2021	2022	2023	2024	2025
January	6	-	1	-	-	5
February	1	-	-	-	2	-
March	1	-	-	-	-	-
April	1	-	1	-	-	-
May	1	-	-	-	4	-
June	-	-	-	-	-	-
July	-	1	-	-	-	-
August	2	-	-	-	2	-
September	2	-	-	3	-	-
October	-	-	-	-	-	-
November	2	-	-	-	2	-
December	-	-	-	-	-	-
Grand Total	16	1	2	3	10	5

* IBR Offense: Drugs/Narcotics Violations 35A and Drug Equipment Violations 35B

Produced: 03/21/2025

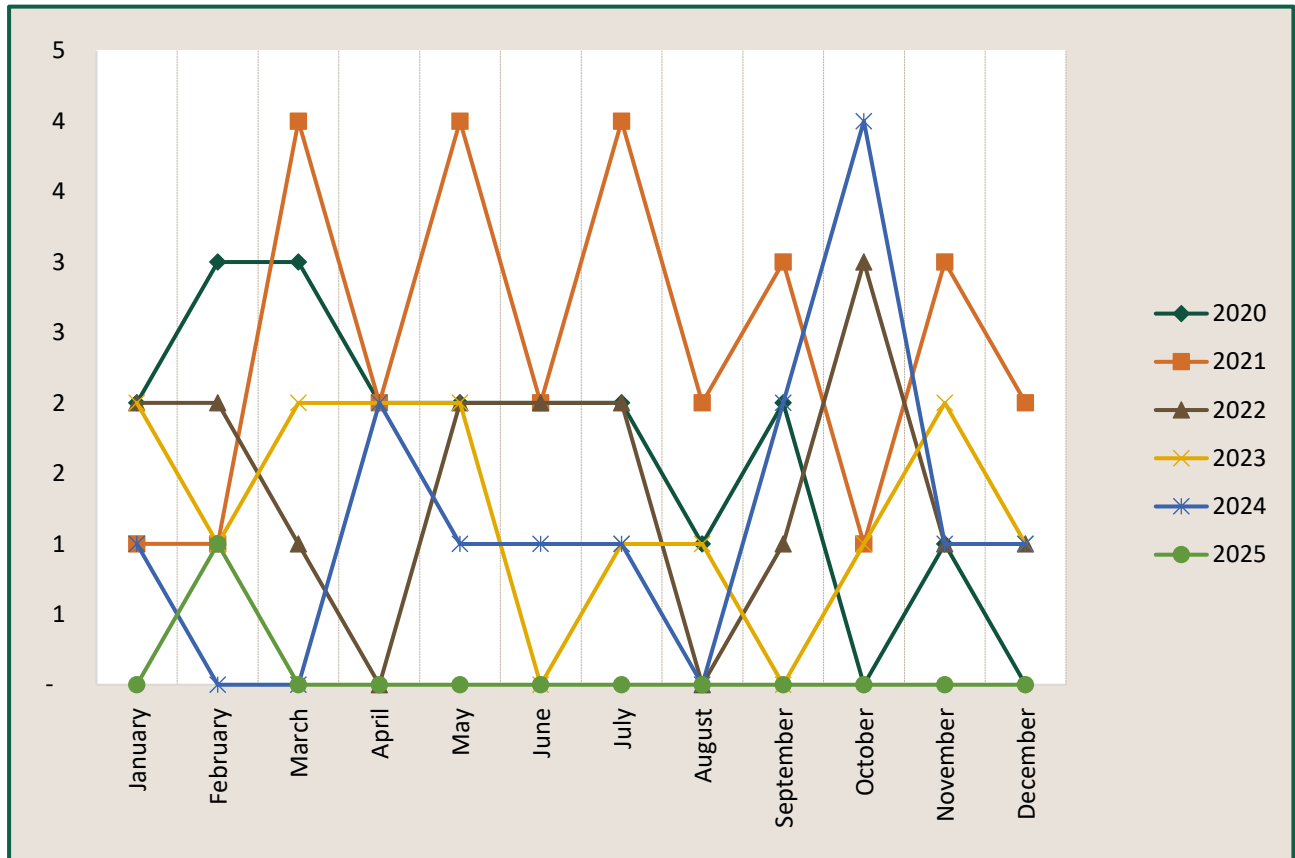
SPOKANE COUNTY SHERIFF'S OFFICE

Regional Intelligence Group 9

Fraud - Millwood



Time Period: February 2025



	2020	2021	2022	2023	2024	2025
January	2	1	2	2	1	-
February	3	1	2	1	-	1
March	3	4	1	2	-	-
April	2	2	-	2	2	-
May	2	4	2	2	1	-
June	2	2	2	-	1	-
July	2	4	2	1	1	-
August	1	2	-	1	-	-
September	2	3	1	-	2	-
October	-	1	3	1	4	-
November	1	3	1	2	1	-
December	-	2	1	1	1	-
Grand Total	20	29	17	15	14	1

* IBR Offense: Pretenses/Swindling/Con Games 26A, Fraud - Credit Card/ATM 26B,
and Fraud - False & Fraud - Impersonation 26C

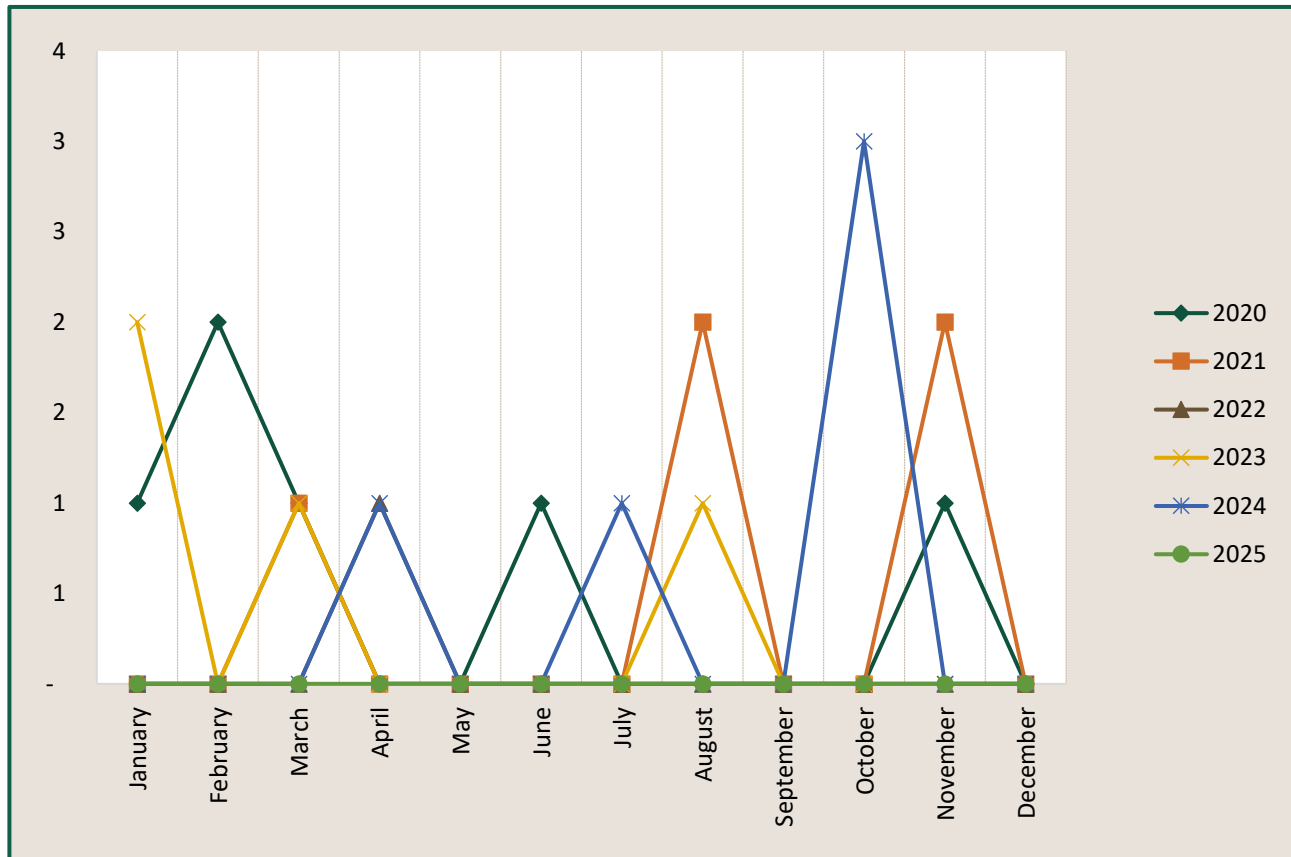
SPOKANE COUNTY SHERIFF'S OFFICE

Regional Intelligence Group 9

Forgery - Millwood



Time Period: February 2025



	2020	2021	2022	2023	2024	2025
January	1	-	-	2	-	-
February	2	-	-	-	-	-
March	1	1	-	1	-	-
April	-	-	1	-	1	-
May	-	-	-	-	-	-
June	1	-	-	-	-	-
July	-	-	-	-	1	-
August	-	2	-	1	-	-
September	-	-	-	-	-	-
October	-	-	-	-	3	-
November	1	2	-	-	-	-
December	-	-	-	-	-	-
Grand Total	6	5	1	4	5	-

*IBR Offense: Counterfeiting/Forgery 250

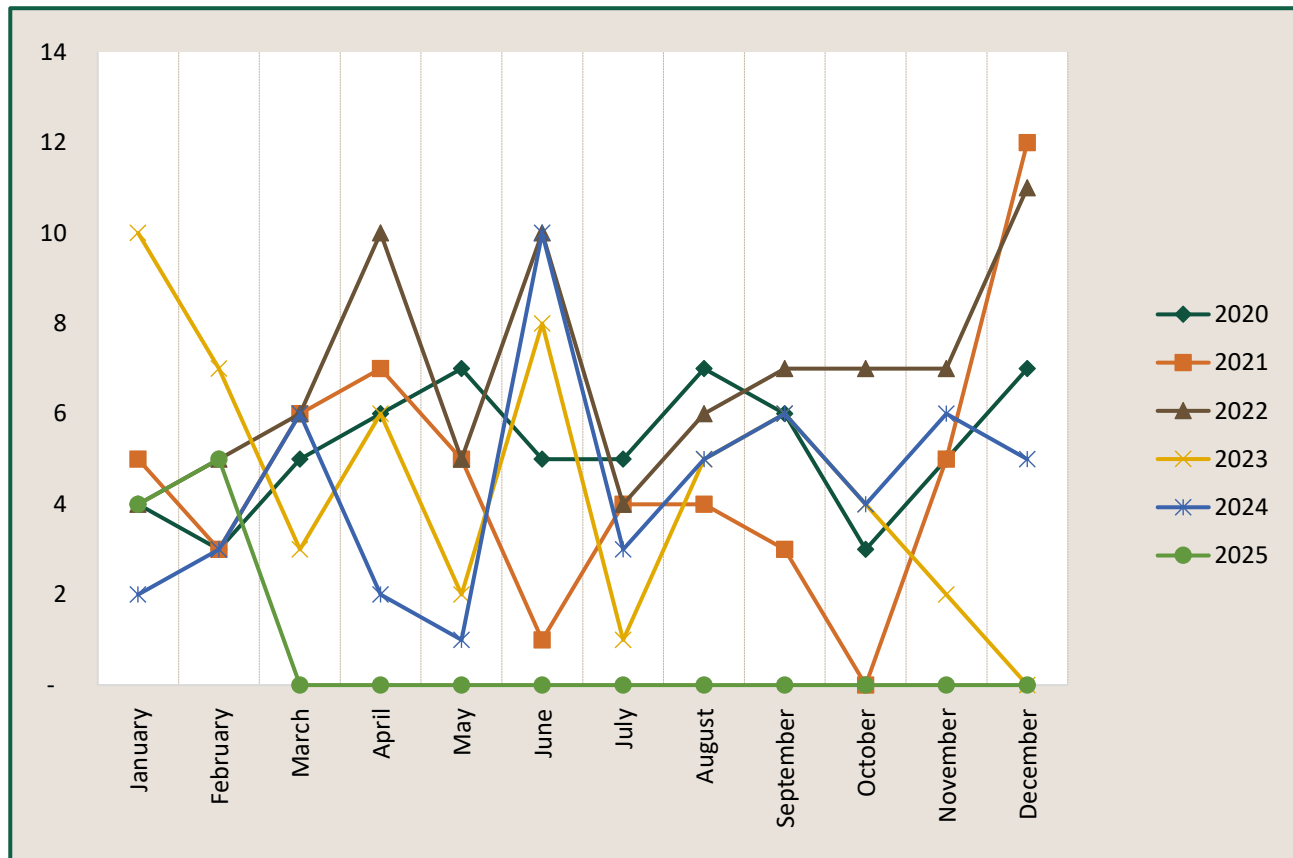
SPOKANE COUNTY SHERIFF'S OFFICE

Regional Intelligence Group 9

Theft - Millwood



Time Period: February 2025



	2020	2021	2022	2023	2024	2025
January	4	5	4	10	2	4
February	3	3	5	7	3	5
March	5	6	6	3	6	-
April	6	7	10	6	2	-
May	7	5	5	2	1	-
June	5	1	10	8	10	-
July	5	4	4	1	3	-
August	7	4	6	5	5	-
September	6	3	7	6	6	-
October	3	-	7	4	4	-
November	5	5	7	2	6	-
December	7	12	11	-	5	-
Grand Total	63	55	82	54	53	9

* IBR Offense: Theft - Pocket-Picking 23A, Theft - Purse-Snatching 23B, Theft - Shoplifting 23C, Theft From Building 23D, Theft From Coin-Operated Machine 23E, Theft of Motor Vehicle Parts/Accessories 23G, and Theft-All Other 23H

SPOKANE COUNTY SHERIFF'S OFFICE

Regional Intelligence Group 9

Call Activity Heat Maps - Millwood



February 2025

Citizen Calls by Day of Week and Hour

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
0	2					1		3
2	1							1
3				1	1			2
4	1							1
5	1					1		2
6		1			1			2
7						1		1
8		1	1	1	1		1	5
9				1	1		2	4
10	1	1	1		1		2	6
11						1		1
12		1				3		4
13				1		1	1	3
14	1			1	1	1		4
15	2	2			1	1	1	7
16	1				2			3
17			1		3			4
18	1	1		1			1	4
19	2						1	3
20			1					1
21	1		2			1	2	6
22			1				1	2
23	2	1				1		4
Total	16	8	7	6	12	12	12	73

Total Deputy Involved Incidents by Day of Week and Hour

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
0	1						1	2
2	1							1
3				1	1			2
4	1							1
5	1					1		2
6		1				1		2
7						1		1
8				1	2		1	4
9		2	1		1		2	6
10	1	1			2			4
11	1		1	1	1			4
12						5		5
13					1	1	1	3
14	1		2	2	1	1	2	9
15		1	3		4	1	2	11
16	1		1	2		1	1	6
17			1	3	3	1		8
18	1	2		1			2	6
19	2				1		1	4
20			1					1
21			2		1		2	5
22							1	1
23	2	1			1			4
Total	13	8	12	11	19	13	16	92

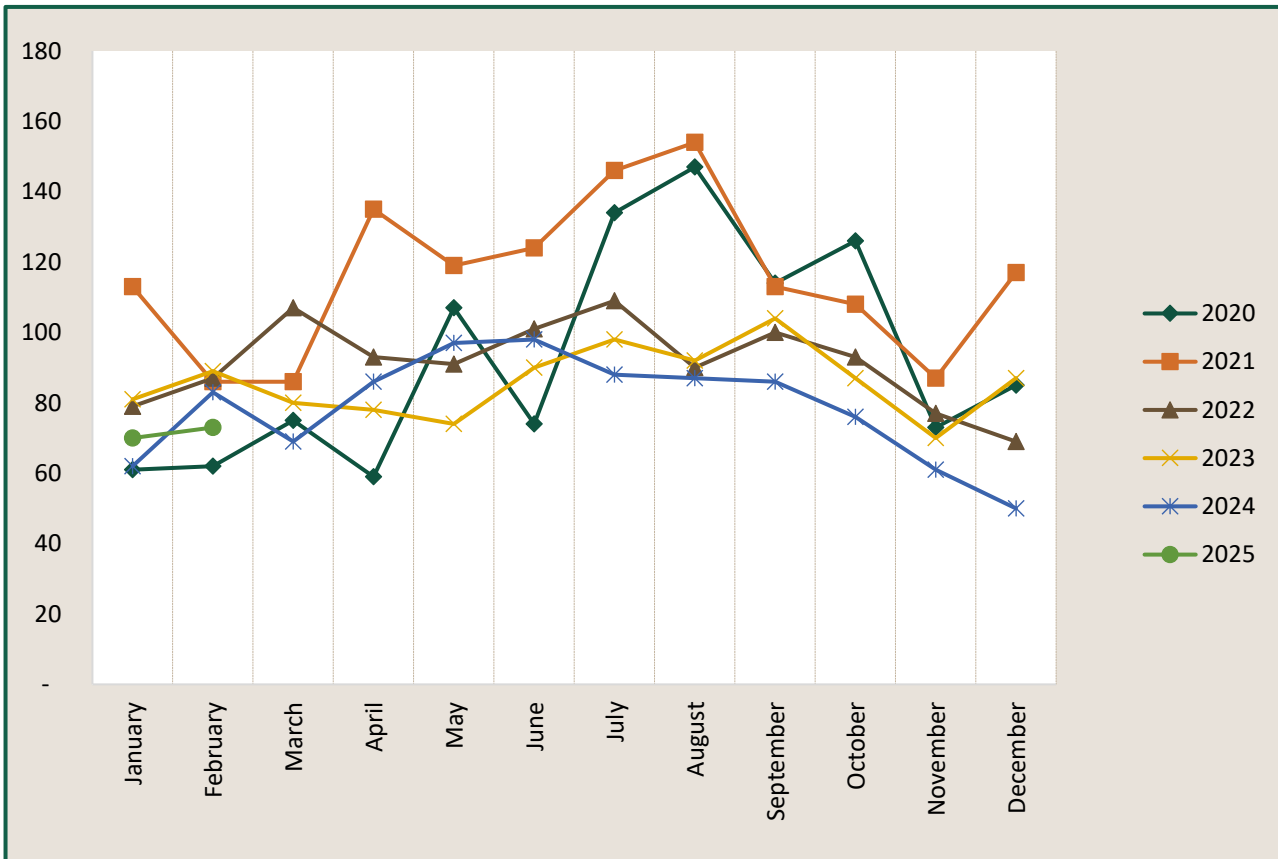
SPOKANE COUNTY SHERIFF'S OFFICE

Regional Intelligence Group 9

Citizen Initiated Call For Service (CFS) - Millwood



Time Period: February 2025

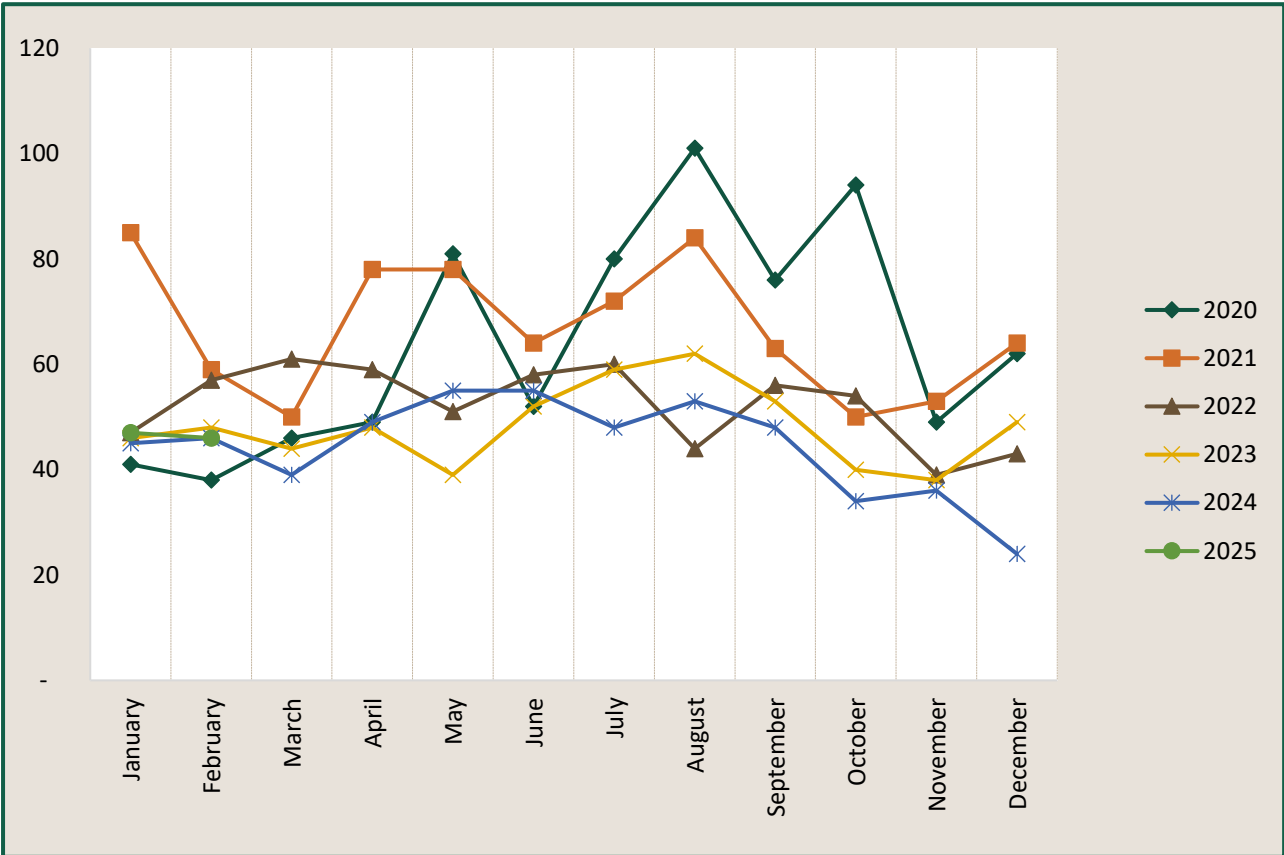


	2020	2021	2022	2023	2024	2025
January	61	113	79	81	62	70
February	62	86	87	89	83	73
March	75	86	107	80	69	
April	59	135	93	78	86	
May	107	119	91	74	97	
June	74	124	101	90	98	
July	134	146	109	98	88	
August	147	154	90	92	87	
September	114	113	100	104	86	
October	126	108	93	87	76	
November	73	87	77	70	61	
December	85	117	69	87	50	
Grand Total	1,117	1,388	1,096	1,030	943	143

SPOKANE COUNTY SHERIFF'S OFFICE
Regional Intelligence Group 9
Citizen CFS With Deputy Response - Millwood



Time Period: February 2025

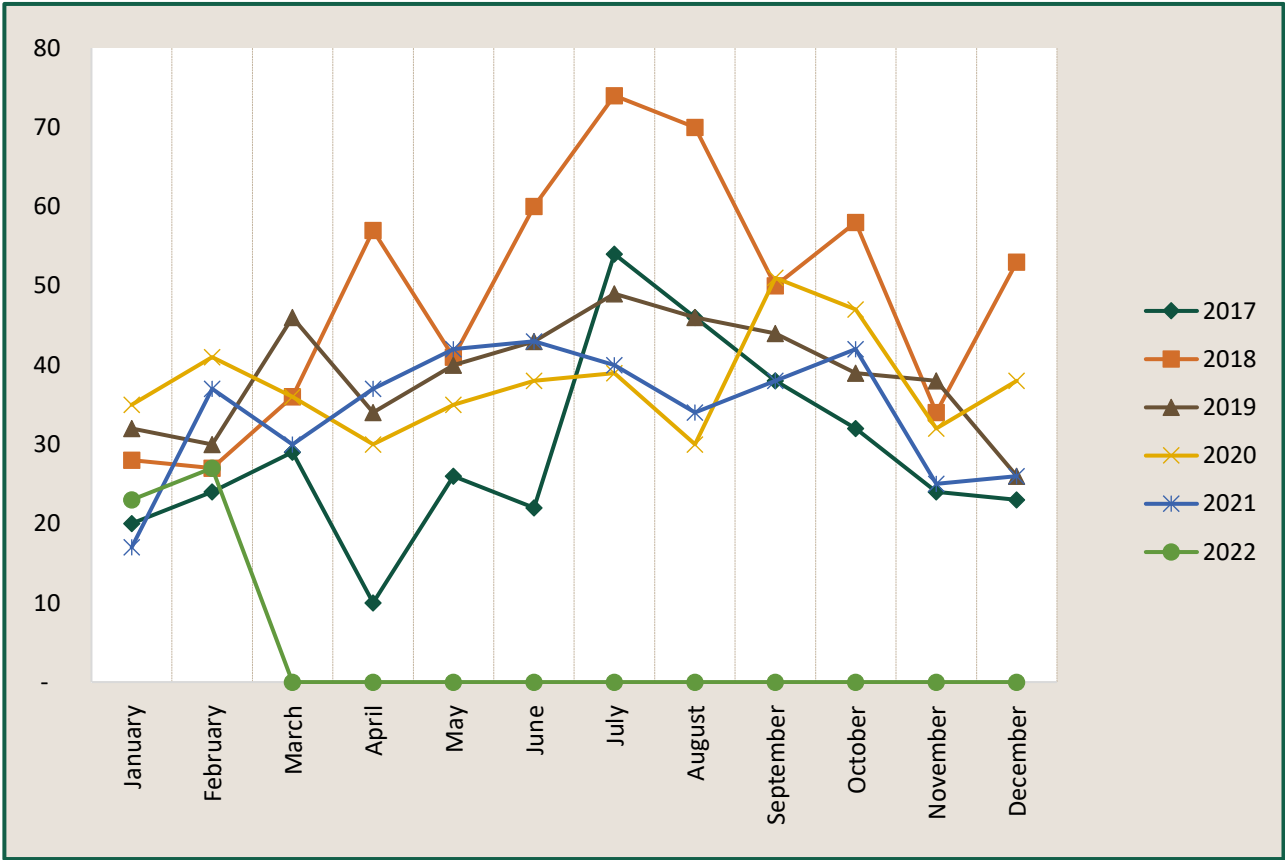


	2020	2021	2022	2023	2024	2025
January	41	85	47	46	45	47
February	38	59	57	48	46	46
March	46	50	61	44	39	
April	49	78	59	48	49	
May	81	78	51	39	55	
June	52	64	58	52	55	
July	80	72	60	59	48	
August	101	84	44	62	53	
September	76	63	56	53	48	
October	94	50	54	40	34	
November	49	53	39	38	36	
December	62	64	43	49	24	
Grand Total	769	800	629	578	532	93

SPOKANE COUNTY SHERIFF'S OFFICE
Regional Intelligence Group 9
Citizen CFS Without Deputy Response - Millwood



Time Period: February 2025



	2020	2021	2022	2023	2024	2025
January	20	28	32	35	17	23
February	24	27	30	41	37	27
March	29	36	46	36	30	
April	10	57	34	30	37	
May	26	41	40	35	42	
June	22	60	43	38	43	
July	54	74	49	39	40	
August	46	70	46	30	34	
September	38	50	44	51	38	
October	32	58	39	47	42	
November	24	34	38	32	25	
December	23	53	26	38	26	
Grand Total	348	588	467	452	411	50

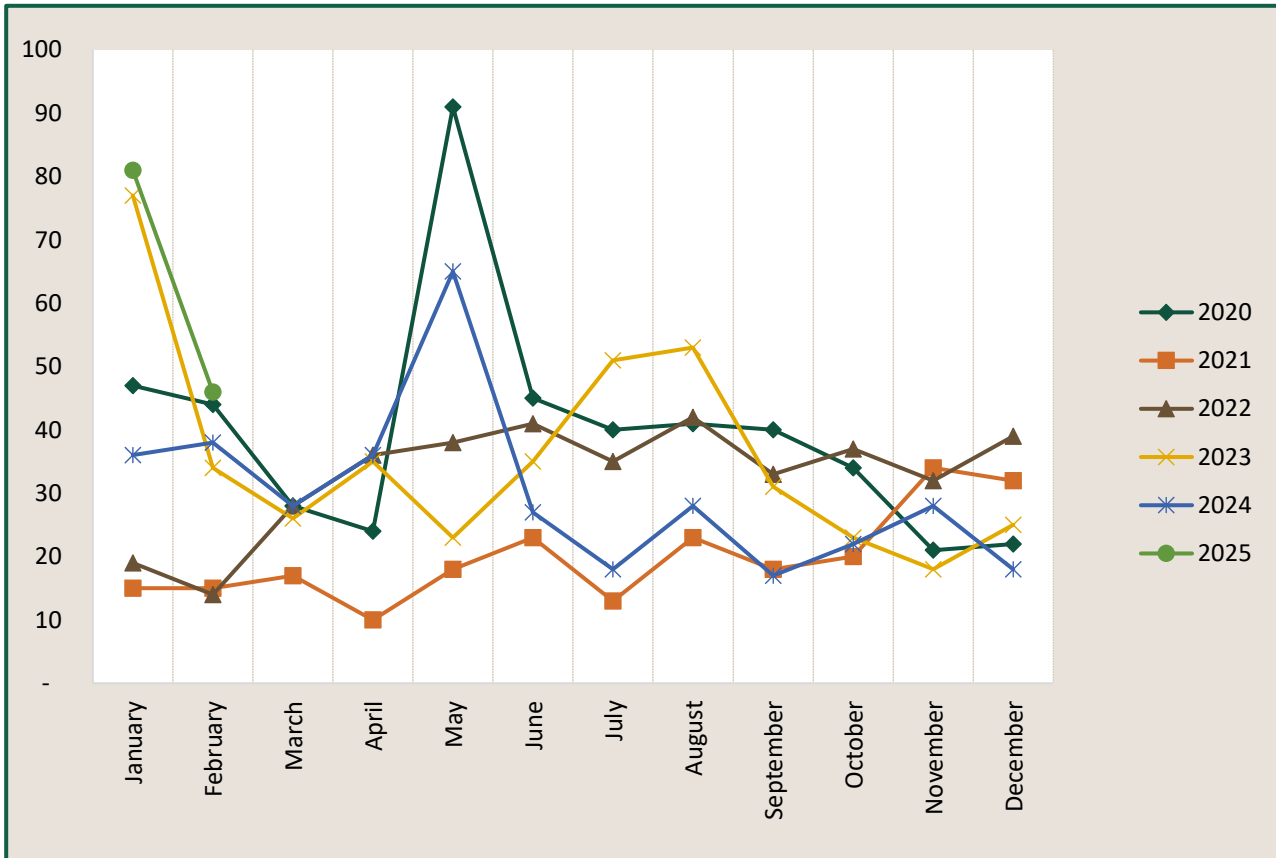
SPOKANE COUNTY SHERIFF'S OFFICE

Regional Intelligence Group 9

Deputy Initiated Incidents - Millwood



Time Period: February 2025

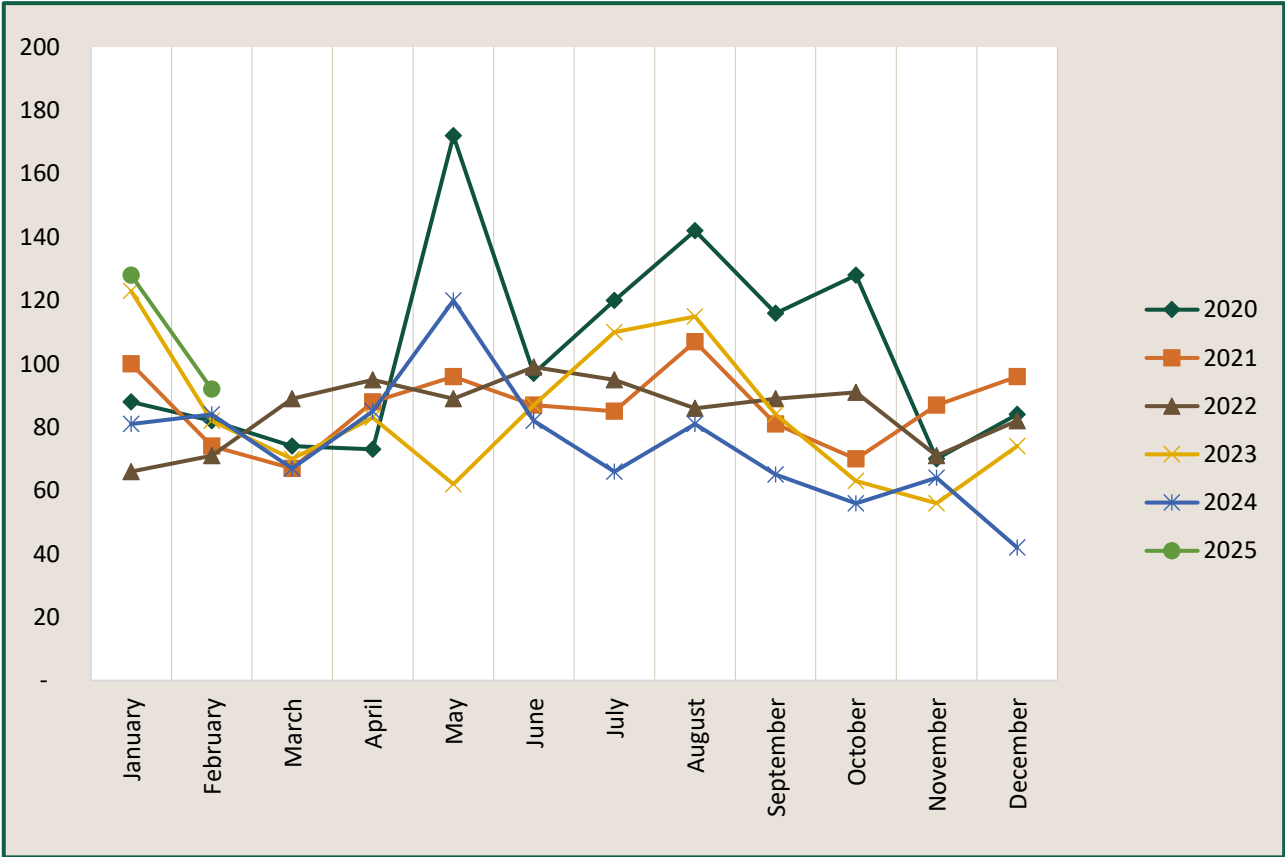


	2020	2021	2022	2023	2024	2025
January	47	15	19	77	36	81
February	44	15	14	34	38	46
March	28	17	28	26	28	
April	24	10	36	35	36	
May	91	18	38	23	65	
June	45	23	41	35	27	
July	40	13	35	51	18	
August	41	23	42	53	28	
September	40	18	33	31	17	
October	34	20	37	23	22	
November	21	34	32	18	28	
December	22	32	39	25	18	
Grand Total	477	238	394	431	361	127

SPOKANE COUNTY SHERIFF'S OFFICE
Regional Intelligence Group 9
Total Deputy Involved Incidents - Millwood



Time Period: February 2025



	2020	2021	2022	2023	2024	2025
January	88	100	66	123	81	128
February	82	74	71	82	84	92
March	74	67	89	70	67	
April	73	88	95	83	85	
May	172	96	89	62	120	
June	97	87	99	87	82	
July	120	85	95	110	66	
August	142	107	86	115	81	
September	116	81	89	84	65	
October	128	70	91	63	56	
November	70	87	71	56	64	
December	84	96	82	74	42	
Grand Total	1,246	1,038	1,023	1,009	893	220

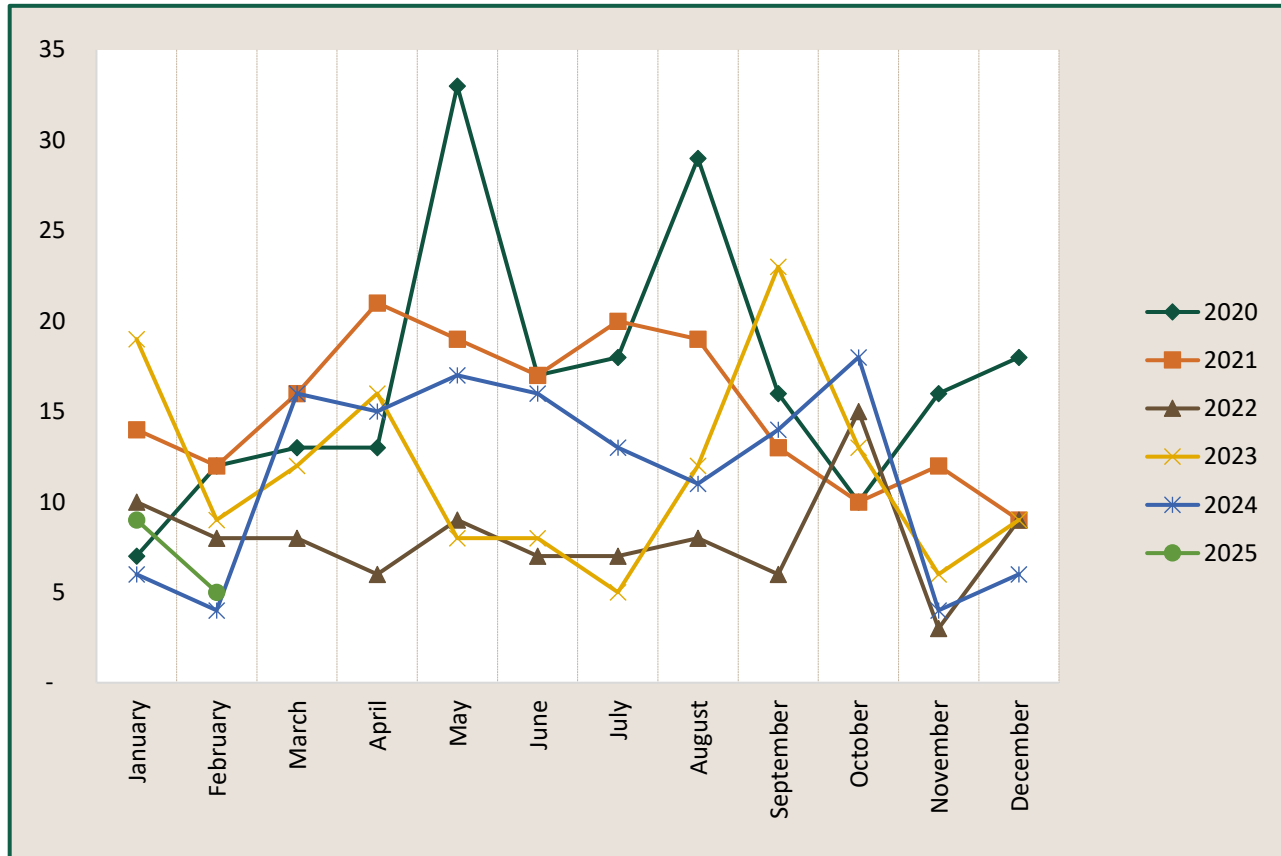
SPOKANE COUNTY SHERIFF'S OFFICE

Regional Intelligence Group 9

Crime Check Initiated Call For Service (CFS) - Millwood



Time Period: February 2025



	2020	2021	2022	2023	2024	2025
January	7	14	10	19	6	9
February	12	12	8	9	4	5
March	13	16	8	12	16	
April	13	21	6	16	15	
May	33	19	9	8	17	
June	17	17	7	8	16	
July	18	20	7	5	13	
August	29	19	8	12	11	
September	16	13	6	23	14	
October	10	10	15	13	18	
November	16	12	3	6	4	
December	18	9	9	9	6	
Grand Total	202	182	96	140	140	14

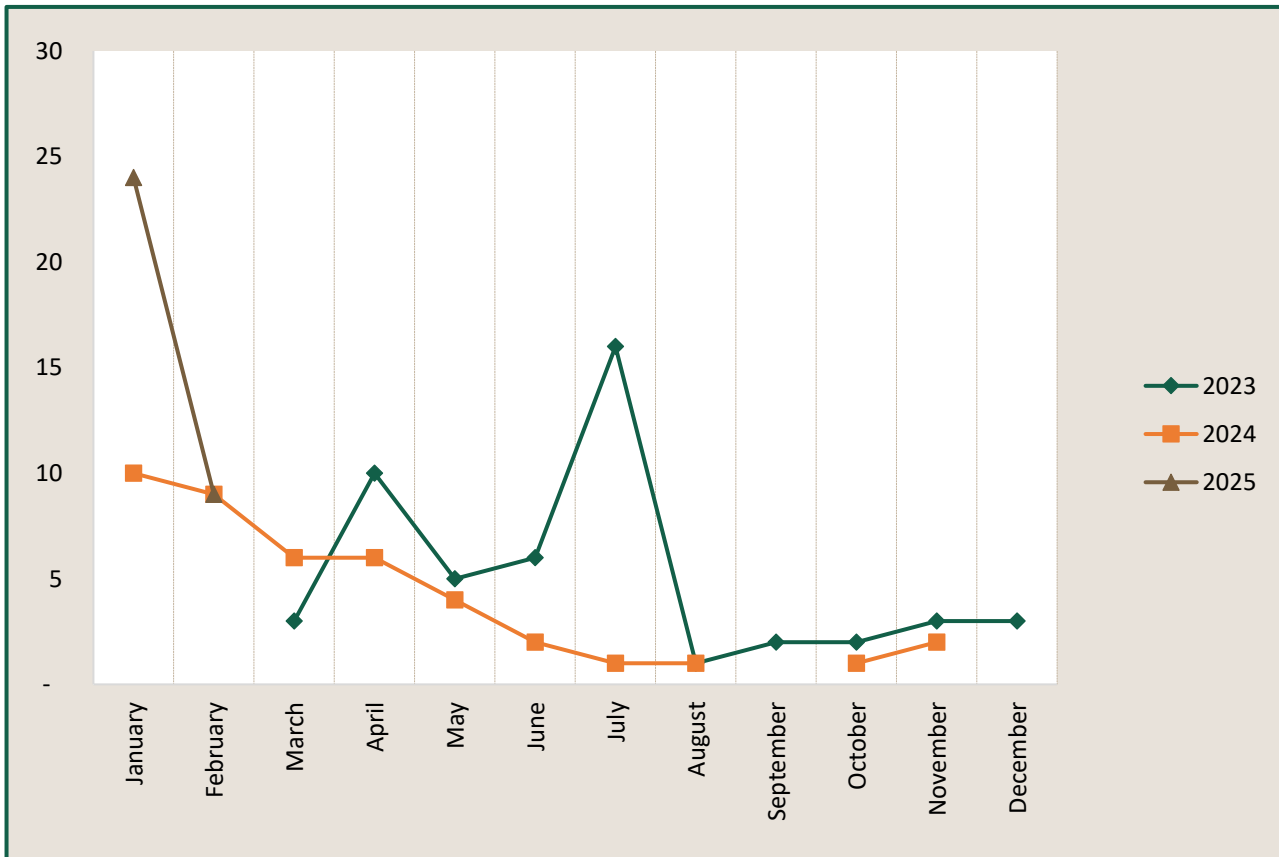
SPOKANE COUNTY SHERIFF'S OFFICE

Regional Intelligence Group 9

CAD Call Type COP - Millwood



Time Period: February 2025

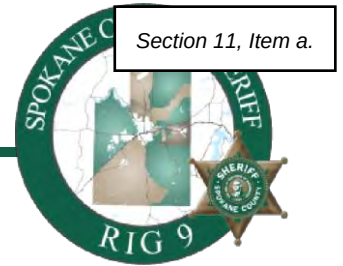


	2023	2024	2025
January		10	24
February		9	9
March	3	6	
April	10	6	
May	5	4	
June	6	2	
July	16	1	
August	1	1	
September	2		
October	2	1	
November	3	2	
December	3		
Grand Total	51	42	33

SPOKANE COUNTY SHERIFF'S OFFICE

Regional Intelligence Group 9

Ticket Counts



Date Range: February 2025

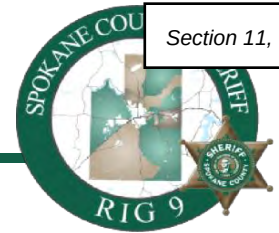
Ticket Type	Spokane Valley Districts		Unincorporated Districts		All Districts	
	Ticket Count	Charges Count	Ticket Count	Charges Count	Ticket Count	Charges Count
Criminal Non Traffic	84	104	72	95	156	199
Criminal Traffic	29	36	31	38	60	74
Infraction Non Traffic	1	1	0	0	1	1
Infraction Traffic	457	491	149	196	606	687
Parking	0	0	0	0	0	0
Totals:	571	632	252	329	823	961

Ticket Type	Deer Park		Medical Lake		Millwood	
	Ticket Count	Charges Count	Ticket Count	Charges Count	Ticket Count	Charges Count
Criminal Non Traffic	2	6	1	1	2	2
Criminal Traffic	0	0	0	0	5	8
Infraction Non Traffic	0	0	0	0	0	0
Infraction Traffic	5	7	4	6	11	17
Parking	0	0	0	0	0	0
Totals:	7	13	5	7	18	27

SPOKANE COUNTY SHERIFF'S OFFICE

Regional Intelligence Group 9

Ticket Charge Details - Millwood



Section 11, Item a.

Date Range: February 2025

Charge	Count
46.12.650.8: FAIL TO TRANSFER TITLE W/I 45 DAYS	3
46.16A.030.2: OPER VEH W/O CRNT/PRPR REG & PLATE	1
46.16A.030.4: FAIL TO INITIALLY REGISTER VEHICLE	1
46.16A.030.5.O: FL RENEW EXPIRED REG >2 MTHS	1
46.16A.180.2: OPER/POSSESS VEH W/O REGISTRATION	1
46.16A.200.7A: DISPLAY PLATE NOT ISSUED BY DOL	1
46.20.015: DRIVING MOTOR VEHICLE WITH AN EXPIRED LICENSE WITH VALID IDENTIFICATION	1
46.20.342.1B: DWLS 2ND DEGREE	1
46.20.342.1C: DWLS 3RD DEGREE	1
46.30.020: OPERATING A MOTOR VEHICLE WITHOUT INSURANCE	5
46.37.410: VEH WINDSHIELD WIPERS POSTERS	1
46.37.685.2: FLIP LIC PLATE VIO/FALSE REG VIO	1
46.61.020: VEH OPERATOR REFUSE COMPLY OFFICER	1
46.61.055: FAIL TO OBEY TRAFFIC CONTROL LEGEND	1
46.61.400.01U: SPEED 1 OVER (40 OR UNDER)	1
46.61.400.14U: SPEED 14 OVER (40 OR UNDER)	1
46.61.400.16U: SPEED 16 OVER (40 OR UNDER)	1
46.61.400.3: SPEED FAIL TO REDUCE SPEED FOR CONDITIONS	1
46.61.504: OLD CODE:VEH(PHY/UNIL/DRUG)NEW	1
7.105.450.1: PROTECTION ORDER VIOLATION	1
9A.76.040: OBSTRUCT GOVT-RESISTING ARREST	1
Grand Total	27

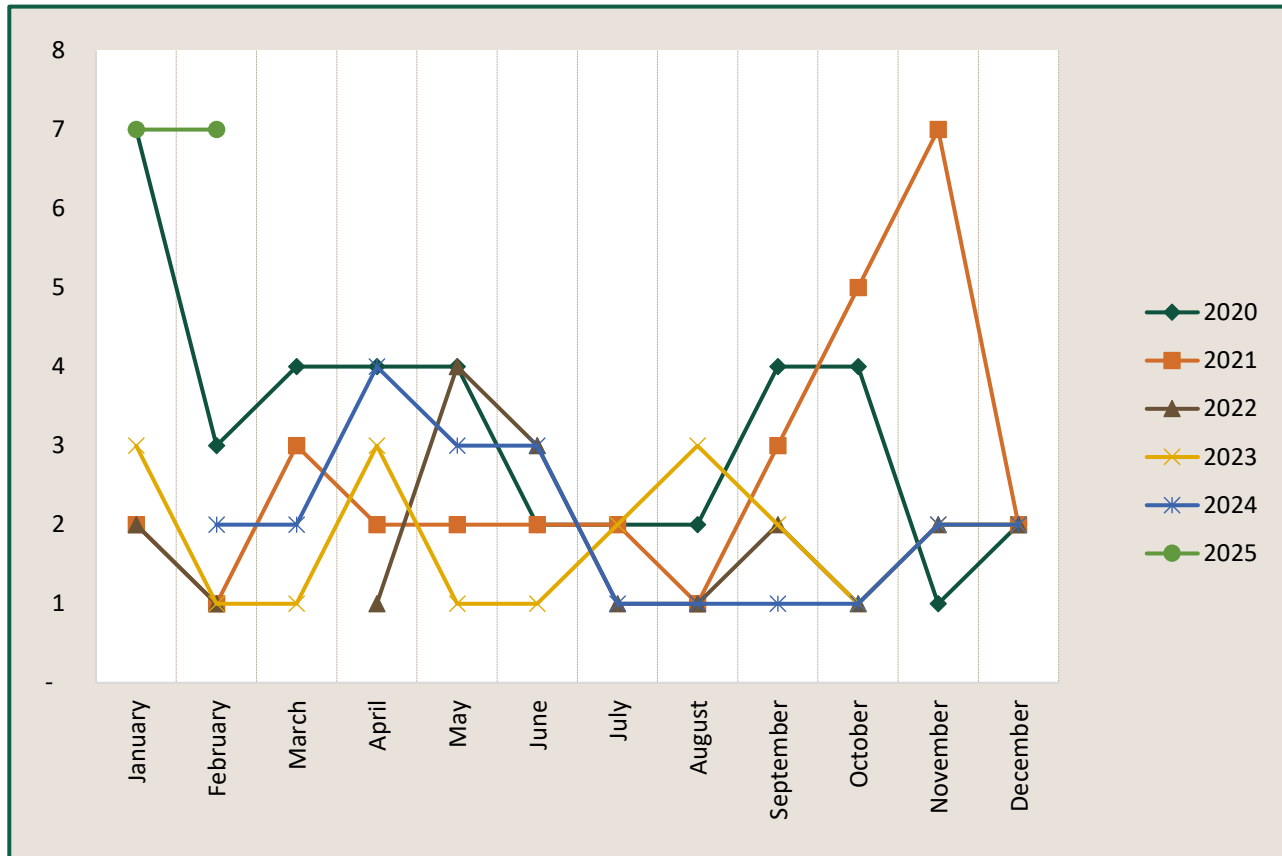
SPOKANE COUNTY SHERIFF'S OFFICE

Regional Intelligence Group 9

Criminal Ticket Counts - Millwood



Time Period: February 2025



	2020	2021	2022	2023	2024	2025
January	7	2	2	3		7
February	3	1	1	1	2	7
March	4	3		1	2	
April	4	2	1	3	4	
May	4	2	4	1	3	
June	2	2	3	1	3	
July	2	2	1	2	1	
August	2	1	1	3	1	
September	4	3	2	2	1	
October	4	5	1	1	1	
November	1	7	2	2	2	
December	2	2	2	2	2	
Grand Total	39	32	20	22	22	14

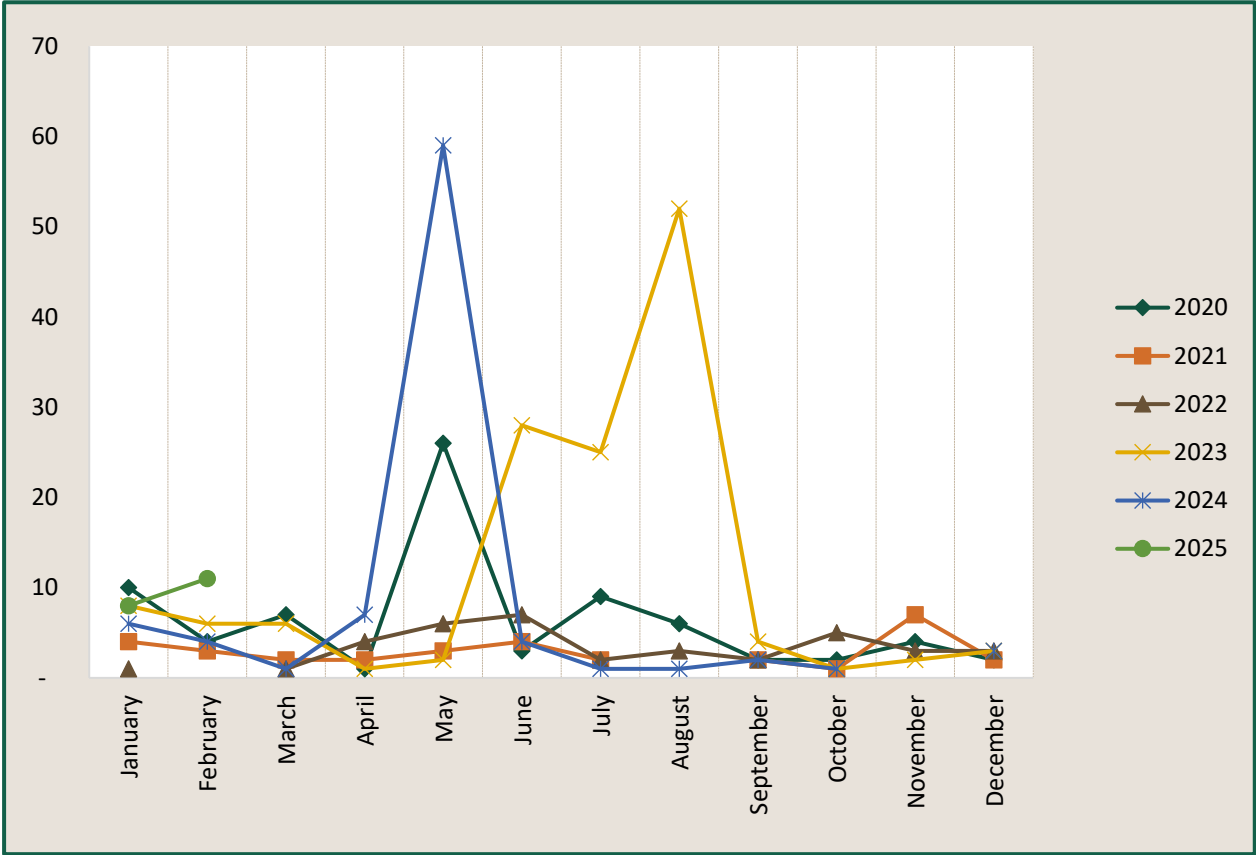
*Ticket Types included Criminal Non Traffic & Criminal Traffic

Produced: 03/21/2025

SPOKANE COUNTY SHERIFF'S OFFICE
Regional Intelligence Group 9
Non - Criminal Ticket Counts - Millwood



Time Period: February 2025



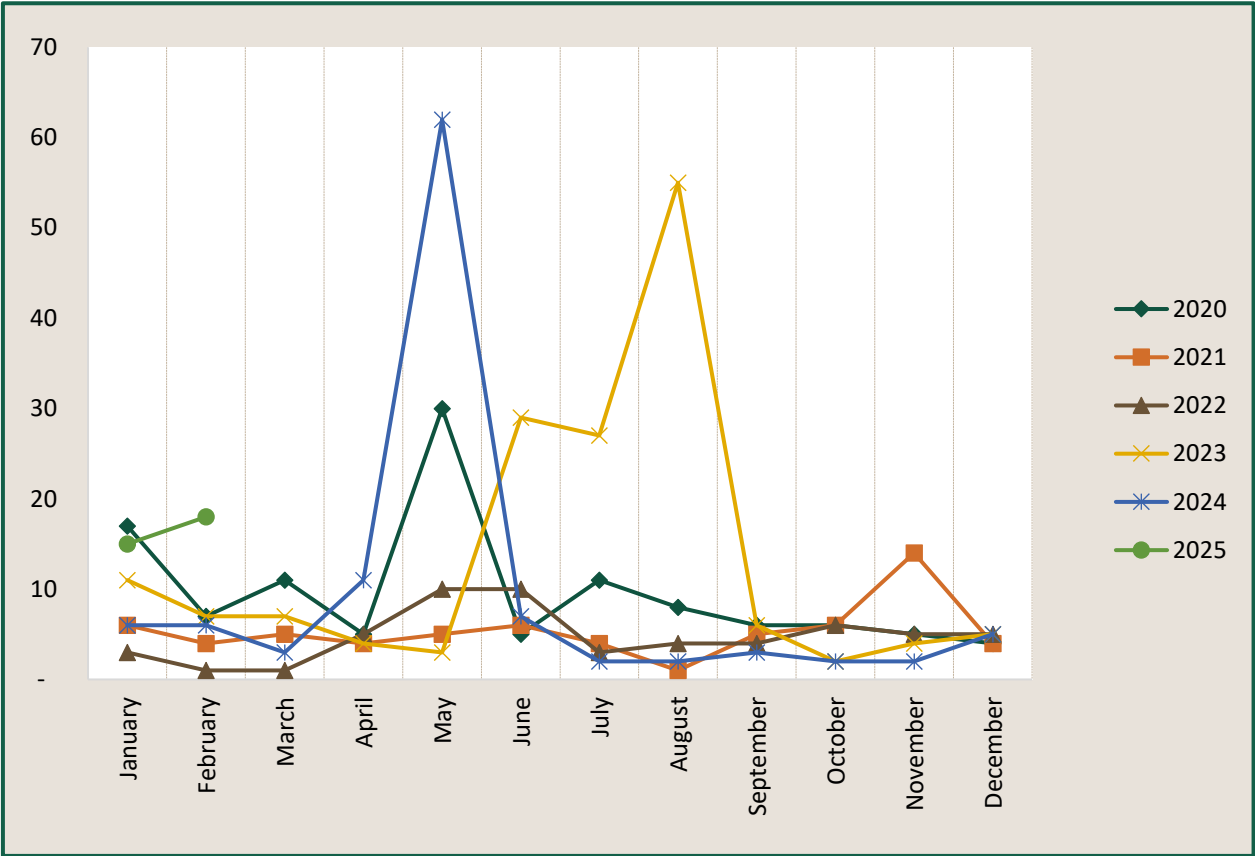
	2020	2021	2022	2023	2024	2025
January	10	4	1	8	6	8
February	4	3		6	4	11
March	7	2	1	6	1	
April	1	2	4	1	7	
May	26	3	6	2	59	
June	3	4	7	28	4	
July	9	2	2	25	1	
August	6		3	52	1	
September	2	2	2	4	2	
October	2	1	5	1	1	
November	4	7	3	2		
December	2	2	3	3	3	
Grand Total	76	32	37	138	89	19

* Ticket Types included are Infraction Non Traffic & Infraction Traffic

SPOKANE COUNTY SHERIFF'S OFFICE
Regional Intelligence Group 9
All Ticket Counts - Millwood



Time Period: February 2025



	2020	2021	2022	2023	2024	2025
January	17	6	3	11	6	15
February	7	4	1	7	6	18
March	11	5	1	7	3	
April	5	4	5	4	11	
May	30	5	10	3	62	
June	5	6	10	29	7	
July	11	4	3	27	2	
August	8	1	4	55	2	
September	6	5	4	6	3	
October	6	6	6	2	2	
November	5	14	5	4	2	
December	4	4	5	5	5	
Grand Total	115	64	57	160	111	33

* All ticket types except parking

File Attachments for Item:

b. Deputy Ball Report - Jan/Feb 2025



Jan & Feb.

Traffic stops with citations within Millwood: 18.

Traffic stops with warnings within Millwood: 13.

Self-initiated warrant/new charge arrests within Millwood: 8.

4 of which were for possession of a controlled substance.

Main traffic enforcement emphasis locations:

On Argonne between Spokane River and Trent.

On Empire Way between Argonne and Woodruff.

If you have any input, I can do more traffic stops or less, or more looking for warrants/drugs, or less, or if nothing I will keep doing the same.

Thanks,

Deputy Trevor Ball

Millwood Resource Deputy

UAS Team | Field Training Officer | Honor Guard