



City Council Regular Meeting Agenda

Tuesday, December 09, 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

- a. Interlocal MOU Regarding Homelessness Services - Chud Wendle

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 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 OR CONTINUED DISCUSSION

- a. [Interlocal MOU Regarding Homelessness Services](#)

- b. 2026 Water and Sewer Rates

9. ACTION ITEMS FOR CONSIDERATION

- a. [Consent Agenda](#)

[\(1\) November 2025 City Council Special Meeting Minutes, \(2\) Re-appointment of Kris Major to Historic Preservation Commission, \(3\) Appointment of Mackenzi Roderick to City Clerk and Public Records Official, \(4\) Appointment of Kyle Schiewe to Public Works Director, \(5\) Appointment of Lynn Scharff to City Treasurer, \(6\) Change to Banner Bank Authorized Account Signers – adding Lynn Scharff \(7\) Mayor Pro Tem Rotation Schedule, \(8\) November 2025 Treasurer's Report, \(9\) November 2025 Claims, and \(10\) November 2025 Payroll.](#)

- b. [PUBLIC HEARING](#)

[ORDINANCE #553 - Telecommunications Franchise Agreement with Forged Fiber 37 LLC](#)

- c. [ORDINANCE #555 - 2026 City Budget](#)

- d. [Telecommunications Interlocal Agreement with Broadlinc LLC \(Spokane Regional Broadband Development Authority\)](#)

- e. [Interlocal Agreement for Wholesale of Municipal Water to Irvin Water District #6](#)

10. REPORTS (no action)

- a. [2024 SAO Audit Report - Councilmembers Beese and Culler](#)
- b. Treasurer - Dave Armstrong, DTA Diversified
- c. Clerk, Public Records, and Code Enforcement – Lisa Cassels & Kenzi Roderick
- d. Facilities - Kyle Schiewe
- e. Utilities - Matt Erdahl
- f. [Planning - Amanda Tainio, Upward 7 Consulting](#)
- g. Legal - Brian Werst, Witherspoon Brajcich McPhee, PLLC
- h. Mayor - Kevin Freeman

11. COUNCIL INFORMATION (no action or discussion)

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 our 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

16. ADJOURNMENT

File Attachments for Item:

- a. Interlocal MOU Regarding Homelessness Services

MEMORANDUM OF UNDERSTANDING BY AND AMONG SPOKANE COUNTY,
WASHINGTON; THE CITIES OF AIRWAY HEIGHTS, CHENEY, DEER PARK, LIBERTY
LAKE, MEDICAL LAKE, MILLWOOD, SPANGLE, SPOKANE, AND SPOKANE VALLEY;
AND THE TOWNS OF FAIRFIELD, LATAH, ROCKFORD AND WAVERLY REGARDING A
SHARED RESPONSE APPROACH TO HOMELESSNESS

This Memorandum of Understanding (this “MOU”) is entered into as of _____, 2025, by and among Spokane County, Washington; the cities of Airway Heights, Cheney, Deer Park, Liberty Lake, Medical Lake, Millwood, Spangle, Spokane, and Spokane Valley; and the towns of Fairfield, Latah, Rockford and Waverly (individually a “Party” and collectively the “Parties”).

I. Purpose and Scope

The Parties intend for this MOU to encourage cooperation and provide the foundation and structure for a coordinated regional response to those experiencing chronic homelessness and its related mental health crisis. Such response is anticipated to include an enforcement and services framework to implement the revised public camping and vagrancy policies as authorized by recent judicial and federal policy changes.

This MOU does not establish or create any type of formal agreement or obligation, nor does it commit any funds of any Party. Instead, it is an agreement among the Parties to work together in such a manner to encourage an atmosphere of collaboration and alliance in support of an effective and efficient partnership to establish and maintain objectives and commitments with regards to a shared regional approach to homelessness.

Specifically, this MOU aims to:

- Adopt a regional response to the homelessness and mental health crisis that is playing out in our streets every day;
- Maintain clean, safe, and accessible public spaces throughout Spokane County;
- Enforce relevant municipal and county codes regarding unauthorized public camping, loitering, open drug use, and obstruction of public rights-of-way;
- Provide transitional housing, treatment, and other supportive services in alignment with a continuum-of-care approach that includes accountability and behavioral compliance; and
- Ensure enforcement actions are consistent, coordinated, humane, and constitutionally sound.

II. Background

1. Endemic vagrancy, disorderly behavior, sudden confrontations, and violent attacks have made our communities unsafe. It is clear that individual municipal approaches to this regional problem are not producing adequate outcomes.
2. Recent HUD and HHS policy guidance has moved away from mandating the "Housing First" model, allowing greater flexibility in supporting transitional, recovery-oriented, and behavior-based housing interventions. This greater flexibility encourages implementation of evidence based treatment, prevention, and recovery programs.
3. Recent Supreme Court rulings have created a pathway for communities that wish to prioritize accountability and promote treatment, recovery, and self-sufficiency.¹

III. Objectives

The Parties agree that the following principles shall be the foundation of any joint action:

1. **Treatment First Orientation**
 - Prioritize immediate access to behavioral health, substance use, and primary care treatment for individuals experiencing homelessness.
 - Recognize treatment as a critical step toward stability, dignity, and housing readiness.
 - Identify policies and procedures that limit open illicit drug use and eradicate urban camping, loitering, and squatting.
2. **Person-Centered Services**
 - Design and deliver services that respect the dignity, autonomy, and unique needs of each individual.
 - Ensure culturally competent and trauma-informed care.
3. **Collaboration and Coordination**
 - Coordinate across jurisdictions, service providers, and healthcare systems to reduce duplication and improve outcomes.
 - Share data and best practices to inform evidence-based decision-making.
4. **Public Health and Safety**
 - Frame homelessness response as a matter of public health and safety, balancing individual support with community well-being. Identify areas where public safety is at risk and local resources are inadequate.
 - Prioritize accountability and promote treatment, recovery, and self-sufficiency.
5. **Accountability and Transparency**
 - Track progress through measurable outcomes such as treatment engagement, reduction in unsheltered homelessness, and improved health indicators.
 - Commit to public reporting on shared goals and results.

¹ **Oregon v. Johnson**, 603 U.S.520 (2024), Docket No. 23-175, overturned **Martin v. City of Boise**, 920 F.3d 584 (9th Cir. 2018), reaffirming that local governments may regulate or prohibit sleeping in public spaces irrespective of current shelter bed availability, provided the laws are reasonable and not punitive in intent.

The Parties further agree to pursue the following collective goals:

1. Expand Treatment Access

- Support the development and funding of effective methods to address homelessness to include detoxification services, mental health crisis response, and long-term treatment programs.
- Reduce barriers to entry into treatment programs.

2. Strengthen Service Integration

- Establish formal referral pathways between shelters, outreach teams, healthcare providers, and treatment facilities.
- Coordinate discharge planning from hospitals, jails, and treatment centers to prevent returns to homelessness.

3. Resource Sharing

- Explore shared funding opportunities, regional grant applications, and pooled resources for treatment-first initiatives.
- Collaborate on workforce development to ensure adequate clinical and support staff capacity.

4. Regional Policy Alignment

- Work toward common policies and ordinances that support treatment engagement and continuity of care.

IV. Signatures

By signing below, each Party affirms its commitment to the Objectives set forth in this MOU.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

File Attachments for Item:

a. Consent Agenda

(1) November 2025 City Council Special Meeting Minutes, (2) Re-appointment of Kris Major to Historic Preservation Commission, (3) Appointment of Mackenzi Roderick to City Clerk and Public Records Official, (4) Appointment of Kyle Schiewe to Public Works Director, (5) Appointment of Lynn Scharff to City Treasurer, (6) Change to Banner Bank Authorized Account Signers – adding Lynn Scharff (7) Mayor Pro Tem Rotation Schedule, (8) November 2025 Treasurer's Report, (9) November 2025 Claims, and (10) November 2025 Payroll.



City Council Special Meeting Minutes

Wednesday, November 12, 2025 at 6:00 PM

9103 E Frederick Ave.

www.youtube.com/@cityofmillwood

1. CALL TO ORDER & ROLL CALL

Mayor Freeman called the Special City Council Meeting to order at 6:00 pm. A quorum was present.

PRESENT

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

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MEETING AGENDA

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

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

4. LOCAL AGENCY REPORTS/PRESENTATIONS

5. OTHER PRESENTATIONS

6. PUBLIC COMMENTS CONCERNING ACTION ITEMS

There were no comments concerning action items.

7. EXECUTIVE SESSION (if necessary)

8. ACTION ITEMS FOR FIRST READING

a. RESOLUTION 2025-13 VEBA

Ms. Cassels explained that the VEBA Resolution allowed City Employees to contribute to the Voluntary Employee Benefit Association Plan and a yearly resolution was required.

b. ORDINANCE #553 Forged Fiber Franchise Agreement

Savannah Kotkin with Witherspoon Brajcich McPhee law firm explained that this ordinance would grant a non-exclusive franchise agreement with Forged Fiber 37, LLC.

Council discussed the commonality and purpose of franchise agreements in Millwood.

c. ORDINANCE #554 Amending MMC 5.02.010 Business Licenses and Regulations

Mr. Werst explained that this ordinance is to update the verbiage in section 5.02.010 to keep Millwood compliant with the Department of Revenue's requirements with regard to business license requirements and fees.

d. PUBLIC HEARING

i. ORDINANCE #555 2026 Preliminary Budget

Mr. Armstrong presented the 2026 preliminary budget discussing the General fund revenues and expenses, Utility fund balances, Real Estate Excise Tax funds and Capital Projects.

Council discussed the staff and public safety operating expenses.

Mayor Freeman opened the public hearing on the 2026 Preliminary Budget at 6:40 pm, there were no public comments and the Public Hearing was closed at 6:41 pm.

e. ORDINANCE #556 Amending MMC 15.16.040 and 17.38.005 - Dangerous or Unfit Dwellings

Mayor Freeman explained that he discussed section 17.38.005 with Ms. Tainio prior to the City Council meeting and that section will be removed from the ordinance due to the revisions the Planning Commission will be making during the update of the develop regulations, during the December meeting this ordinance will be revised to only include 15.16.040.

Council discussed the vague wording in section F and proposed amending from "light" to "lighting" to be more specific.

f. Broadlinc Interlocal Agreement

Mr. Werst explained that what was presented to Council was similar to what Broadlinc had proposed in October with minimal adjustments.

g. Millwood ILA for Aquifer Protection Area Allocations

Mr. Werst explained that in order to receive and use the revenues related to the Aquifer Protection Area Council must approve the Interlocal agreement submitted by Spokane County.

h. Irvin Water District #6 Interlocal Agreement

i. Proposed Agreement Between Millwood and Irvin's Legal Council - Rates To Be Discussed

Mr. Werst explained the revisions that were made to the interlocal agreement, wholesale water rates and billing structure, maintenance and obligations.

Ashley with Welch-Comer gave a presentation regarding the current proposed agreement, capital improvement contributions, and estimated water rates.

Council member Stravens requested the verbiage in section 2.1.1 be changed, the Council members agreed with the proposal to change the use of "may" to "shall". Council also discussed concerns about maintenance and rate increases.

i. Water and Sewer Rates

Ashley with Welch-Comer gave a presentation on the current capital improvement funding method, potential options for funding, and estimated impact to existing ratepayers.

9. ACTION ITEMS FOR CONSIDERATION

a. Consent Agenda

(1) September 2025 City Council Special Meeting Minutes, (2) October 2025 City Council Regular Meeting Minutes, (3) October 2025 Treasurer's Report, (5) October 2025 Claims, and (6) October 2025 Payroll

Motion made by Council Member Van Hees, Seconded by Council Member Stravens to approve the consent agenda as presented..

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

b. RESOLUTION 2025-11 Certifying the 2026 Property Tax Levy per RCW 84.55.120

Motion made by Council Member Sander, Seconded by Council Member Culler to approve Resolution 2025-11 Certifying the 2026 Property Tax Levy per RCW 84.55.120.

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

c. RESOLUTION 2025-12 - 2026 Property Tax Levy Certification per RCW 84.52.020

Motion made by Council Member Sander, Seconded by Council Member Culler to approve Resolution 2025-12 2026 Property Tax Levy Certification per RCW 84.52.020.

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

d. ORDINANCE #549 Reduction of Speed Limit on Argonne Road

Motion made by Council Member Culler, Seconded by Council Member Sander to approve Ordinance #549 reducing the speed limit on Argonne Road.

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

e. ORDINANCE #550 Amending City Council Monthly Meetings

Motion made by Council Member Stravens, Seconded by Council Member Culler to postpone voting on Ordinance #550 until January 2026.

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

f. PUBLIC HEARING

i. ORDINANCE #551 Amending MMC Section 14.04.010 (Periodic Update)

Ms. Tainio discussed the proposed Comprehensive Plan modifications provided by WA State Department of Fish and Wildlife, Department of Commerce as well as the Millwood City Attorney.

Mayor Freeman opened the public hearing at 8:19 pm. There were no public comments and the public hearing was closed at 8:20 pm.

Motion made by Council Member Beese, Seconded by Council Member Stravens to approve Ordinance #551 Amending MMC Section 14.04.010 with the modifications presented.

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

g. ORDINANCE #552 Regulating Public Camping

Motion made by Council Member Culler, Seconded by Council Member Beese to approve Ordinance #552 regulating public camping.

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

h. Winterfest Special Event Permit 2025

Motion made by Council Member Sander, Seconded by Council Member Culler to approve the 2025 Winterfest special event permit.

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

10. REPORTS (no action)**a. Treasurer - Consultant Dave Armstrong - DTA Diversified**

Mr. Armstrong reported there was a finance committee meeting where he presented the treasurer's report, he has been putting together a year to date for the City in relation to the budget, the finance manager position was posted and the top candidates were interviewed.

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

Ms. Cassels reported her and Ms. Roderick have been working on a public records request, working on code enforcement, preparing packets for meetings. Ms. Cassels also reported that she will be retiring at the end of the year, they also hired an administrative assistant.

c. Facilities - Kyle Schiewe

Mr. Schiewe reported on the updated schedule for the Argonne Congestion Relief project signals and lights, the turn pocket at Frederick was redone, an ADA ramp to get into City Hall was installed and ordered temporary lighting for Winterfest.

d. Utilities - Matt Erdahl

Mr. Erdahl reported he finished the level 1 assessment on the water system, switched over to Butler for the lead pump, the intertie at Irvin was completed, did updates to the generator at Old Park and he and Mr. Schiewe completed harassment training.

e. Planning - Amanda Tainio - Upward 7 Consulting

Ms. Tainio's planning report was included in the packet.

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

Mr. Werst had nothing to report.

g. Mayor - Mayor Kevin Freeman

Mayor Freeman discussed the letter received from the Department of Ecology requiring cities with water rights and points of extraction to begin monitoring their production per water right. He also discussed he was contacted to see if Millwood would want to sign on to a MOU regarding homelessness services, further documentation will be provided to Council at the next meeting.

11. COUNCIL INFORMATION (no action or discussion)

Mayor Freeman asked Mayor-elect Beese and council member-elect Tina Seifert if they wanted to be sworn in at the December meeting.

12. PUBLIC REMARKS

LaDonna Dement, 10306 E Empire, discussed her concerns for the wholesale water agreement, and wanted to encourage Council to not approve the agreement with Irvin Water District #6 until the beginning of 2026, she also mentioned that water pools right before the bridge when it rains.

13. COUNCIL REMARKS

Council Member Stravens congratulated Ms. Cassels on her retirement, congratulated Mayor-elect Beese and thanked staff.

Council Member Sander commended Ms. Tainio on completing the comprehensive plan.

Council Member Culler thanked staff, congratulated Mayor-elect Beese and Council Member-elect Seifert, thanked Kyle for taking care of the lighting issue near IEP.

Council Member Beese requested council remarks be on the Agenda for the November 24th meeting, thanked staff, and congratulated Ms. Tainio on the comprehensive plan, Ms. Cassels on her retirement and Council Member-elect Seifert.

14. ANNOUNCEMENTS

- 15. SET NEXT MEETING - City Council Special Meeting - November 24, 2025 at 5:00 pm**
- City Council Planning Commission Special Meeting - December 9, 2025 at 5:00 pm
- City Council Regular Meeting - December 9, 2025 at 6:00 pm

16. ADJOURNMENT

Motion made by Council Member Culler, Seconded by Council Member Stravens to adjourn the City Council meeting at 8:48 pm.

Voting Yea: Council Member Beese, Council Member Culler, Council Member Sander

DRAFT



City Council Special Meeting Minutes

Monday, November 24, 2025 at 5:00 PM

9103 E Frederick Ave.

www.youtube.com/@cityofmillwood

1. CALL TO ORDER & ROLL CALL

Mayor Freeman called the Special City Council Meeting to order at 5:02 pm. A quorum was present.

PRESENT

Council Member Shawna Beese

Council Member Shaun Culler

Council Member Kelly Stravens

Council Member Andy Van Hees attended remotely

Council Member Dan Sander arrived at 6:09 pm

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENTS CONCERNING ACTION ITEMS

There were no public comments concerning action items received prior to the meeting and there were no comments from those in attendance.

4. ACTION ITEMS PRESENTED FOR COUNCIL CONSIDERATION

a. Consent Agenda

Approval of quotes: (1) Specialty Door in the amount of \$3,318.19 for weatherization of shop man and garage doors; (2) McVay Brothers in the amounts of: (a) \$4,702.38 for new gutter installation at maintenance shop to address icing issues, (b) \$690.49 for repair of SCSO/SCOPE office entry door, and (c) \$3,017.74 replace existing east-side City Hall shop man door with new steel security door and locks; and (3) Intermountain Sign & Safety for \$6,566.00 to replace damaged/destroyed iQ1200 Full Matrix Radar Speed Sign.

Motion made by Council Member Culler, Seconded by Council Member Stravens to approve the consent agenda as presented.

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

b. RESOLUTION 2025-13 VEBA 2026 Reauthorization

Motion made by Council Member Stravens, Seconded by Council Member Culler to approve Resolution 2025-13 VEBA 2026 Reauthorization.

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

c. ORDINANCE #554 Amending MMC 5.02.010 Business Licenses and Regulations

Motion made by Council Member Beese, Seconded by Council Member Stravens to approve Ordinance #554 Amending MMC 5.02.010 Business Licenses and Regulations.

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

d. **ORDINANCE #556 Amending MMC 15.16.040 Dangerous or Unfit Dwellings**

Motion made by Council Member Culler, Seconded by Council Member Beese to approve Ordinance #556 Amending MMC 15.16.040 Dangerous or Unfit Dwellings.

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

e. **ILA with Spokane County for Aquifer Protection Area Fund Allocation and Use**

Motion made by Council Member Stravens, Seconded by Council Member Culler to approve the Interlocal Agreement with Spokane County for Aquifer Protection Area Fund Allocation and Use.

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

5. ACTION ITEMS PRESENTED FOR FIRST READING OR CONTINUED DISCUSSION

a. **PUBLIC HEARING**

ORDINANCE #555 2026 City Budget (*Second Hearing*)

Mr. Armstrong presented the 2026 budget discussing the 2024-2026 revenues, expenditures and cash balances, the general fund, real estate excise tax funds, utilities fund and 2026 capital projects.

Mayor Freeman opened the public hearing on the 2026 Budget at 5:22 pm, there were no public comments and the Public Hearing was closed at 5:23 pm.

b. **Irvin Water District #6 Interlocal Agreement for Wholesale of Municipal Water**

Mayor Freeman discussed the ILA presented included updates requested by Council, Welch-Comer and Irvin Water District's engineers. He explained that approving the ILA would be to approve what is submitted to Irvin, not to sign the agreement.

Council discussed the parameters for the Capital Contribution and the Special Adjustment for Energy charges, base rate adjustments and engineering fees.

c. **2026 Water and Sewer Rates**

Mayor Freeman explained the water and sewer rates need to be set in the January meeting.

The Council discussed what adjustments need to be considered during the December meeting to meet the January deadline.

6. PUBLIC REMARKS

Tina Seifert, 10507 E Empire, requested clarification on the verbiage in Exhibit A in the Irvin ILA.

7. COUNCIL AND MAYOR REMARKS

Mayor Freeman reported that he met with the head of the Eastern Region of Water Resources to discuss the new metering agreement and water rights.

Council Member Beese discussed that the public wanted a final report on the audit findings, Council Members Beese and Culler want to present those findings during the December meeting.

Council Members wished all a Happy Thanksgiving.

8. SET NEXT MEETING

- City Council Planning Commission Special Meeting - December 9, 2025 at 5:00 pm

- City Council Regular Meeting - December 9, 2025 at 6:00 pm

9. ADJOURNMENT

Motion made by Council Member Beese, Seconded by Council Member Stravens to adjourn the City Council meeting at 6:37 pm.

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

DRAFT



Memo

To: City Council
From: Kevin Freeman, Mayor
Date: December 9, 2025
Re: Request for Appointment

I request confirmation of the following appointment to the Historic Preservation Commission in accordance with MMC 15.22.040.

Kris Major Three Year Term Ending December 21, 2028

MAYOR PRO TEM ROTATION SCHEDULE 2026-2028

1 st half 2026	2	Dan Sander
2 nd half 2026	3	Kelly Stravens
1 st half 2027	4	Andy Van Hees
2 nd half 2027	5	Shaun Culler
1 st half 2028	1	Tina Siefert
2 nd half 2028	2	Dan Sander

35A.12.065 Pro tempore appointments

Biennially at the first meeting of a new council, or periodically, the members thereof, by majority vote, may designate one of their number as mayor pro tempore or deputy mayor for such period as the council may specify, to serve in the absence or temporary disability of the mayor; or, in lieu thereof, the council may, as the need may arise, appoint any qualified person to serve as mayor pro tempore in the absence or temporary disability of the mayor. In the event of the extended excused absence or disability of a council member pro tempore to serve during the absence or disability.

TREASURER'S REPORT

Fund Totals

Section 9, Item a.

City Of Millwood

Time: 13:44:38 Date: 12/04/2025

11/01/2025 To: 11/30/2025

Page: 1

Fund	Previous Balance	Revenue	Expenditures	Ending Balance	Claims Clearing	Payroll Clearing	Outstanding Deposits	Adjusted Ending Balance
001 General Fund	628,907.46	253,673.76	676,501.27	206,079.95	314,103.33	20,369.38	0.00	540,552.66
002 Restricted Uses Fund - Managerial	70,280.07	9,299.20		79,579.27	0.00	0.00	0.00	79,579.27
099 Unemployment Compensation Fund - Managerial	51,182.00	0.00		51,182.00	0.00	0.00	0.00	51,182.00
301 Capital Projects Fund	433,213.87	4,663.44		437,877.31	0.00	0.00	0.00	437,877.31
302 Special Capital Projects Fund	437,802.35	4,663.44		442,465.79	0.00	0.00	0.00	442,465.79
401 Utility Operating Fund	341,231.23	50,938.68	46,758.60	345,411.31	26,924.20	7,465.74	-12,029.21	367,772.04
402 Water Capital Fund Managerial	381,025.70	4,841.58		385,867.28	0.03	0.00	-1,400.90	384,466.41
403 Sewer Capital Fund - Managerial	44,522.73	20,807.20	20,352.19	44,977.74	25,182.19	0.00	-5,831.81	64,328.12
	2,388,165.41	348,887.30	743,612.06	1,993,440.65	366,209.75	27,835.12	-19,261.92	2,368,223.60

TREASURER'S REPORT

Section 9, Item a.

Account Totals

City Of Millwood

Time: 13:44:38 Date: 12/04/2025

11/01/2025 To: 11/30/2025

Page: 2

Cash Accounts	Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
5 2064-Banner Checking	641,308.74	354,088.25	748,817.60	246,579.39	-18,561.69	393,949.36	621,967.06
6 1726-Banner Money Market	279,156.52	4.59	0.00	279,161.11	0.00	0.00	279,161.11
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	7,619.63	0.00	7,610.00	9.63	0.00	7,610.00	7,619.63
12 8016-Banner Investment	1,436,475.80	7,610.00	0.00	1,444,085.80	-7,610.00	0.00	1,436,475.80
Total Cash:	2,387,560.69	361,702.84	756,427.60	1,992,835.93	-26,171.69	401,559.36	2,368,223.60
	2,387,560.69	361,702.84	756,427.60	1,992,835.93	-26,171.69	401,559.36	2,368,223.60

TREASURER'S REPORT

Section 9, Item a.

Outstanding Vouchers

City Of Millwood

11/01/2025 To: 11/30/2025

As Of: 11/30/2025 Date: 12/04/2025

Time: 13:44:38 Page: 3

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	2337	10/31/2025	Util Pay	5		Xpress Billpay	-649.42	Xpress Import - Returns - 10-31-2025_daily_batch.csv
2025	2338	10/31/2025	Util Pay	5		Xpress Billpay	493.50	Xpress Import - CC - 10-31-2025_daily_batch.csv
2025	2487	11/21/2025	Util Pay	5		Xpress Billpay	114.82	Xpress Import - EFT - 11-21-2025_daily_batch.csv
2025	2488	11/21/2025	Util Pay	5		Xpress Billpay	41.91	Xpress Import - Metavante - 11-21-2025_daily_batch.csv
2025	2489	11/21/2025	Util Pay	5		Xpress Billpay	150.81	Xpress Import - iPay - 11-21-2025_daily_batch.csv
2025	2490	11/21/2025	Util Pay	5		Xpress Billpay	233.85	Xpress Import - CheckFree - 11-21-2025_daily_batch.csv
2025	2492	11/22/2025	Util Pay	5		Xpress Billpay	311.15	Xpress Import - EFT - 11-22-2025_daily_batch.csv
2025	2494	11/23/2025	Util Pay	5		Xpress Billpay	1,877.75	Xpress Import - EFT - 11-23-2025_daily_batch.csv
2025	2496	11/24/2025	Util Pay	5		Xpress Billpay	251.78	Xpress Import - EFT - 11-24-2025_daily_batch.csv
2025	2497	11/24/2025	Util Pay	5		Xpress Billpay	156.92	Xpress Import - Metavante - 11-24-2025_daily_batch.csv
2025	2498	11/24/2025	Util Pay	5		Xpress Billpay	235.69	Xpress Import - iPay - 11-24-2025_daily_batch.csv
2025	2499	11/24/2025	Util Pay	5		Xpress Billpay	70.00	Xpress Import - CheckFree - 11-24-2025_daily_batch.csv
2025	2501	11/25/2025	Util Pay	5		Xpress Billpay	1,154.05	Xpress Import - EFT - 11-25-2025_daily_batch.csv
2025	2502	11/25/2025	Util Pay	5		Xpress Billpay	41.91	Xpress Import - Metavante - 11-25-2025_daily_batch.csv
2025	2503	11/25/2025	Util Pay	5		Xpress Billpay	30.34	Xpress Import - iPay - 11-25-2025_daily_batch.csv
2025	2504	11/25/2025	Util Pay	5		Xpress Billpay	151.43	Xpress Import - CheckFree - 11-25-2025_daily_batch.csv
2025	2485	11/26/2025	Util Pay	5		Utility Batch	152.48	
2025	2508	11/26/2025	Util Pay	5		Xpress Billpay	1,172.70	Xpress Import - EFT - 11-26-2025_daily_batch.csv
2025	2509	11/26/2025	Util Pay	5		Xpress Billpay	228.72	Xpress Import - Metavante - 11-26-2025_daily_batch.csv
2025	2510	11/26/2025	Util Pay	5		Xpress Billpay	246.23	Xpress Import - iPay - 11-26-2025_daily_batch.csv
2025	2511	11/26/2025	Util Pay	5		Xpress Billpay	379.45	Xpress Import - CheckFree - 11-26-2025_daily_batch.csv
2025	2512	11/27/2025	Util Pay	5		Xpress Billpay	1,477.86	Xpress Import - CC - 11-27-2025_daily_batch.csv
2025	2513	11/27/2025	Util Pay	5		Xpress Billpay	824.73	Xpress Import - EFT - 11-27-2025_daily_batch.csv
2025	2514	11/28/2025	Util Pay	5		Xpress Billpay	2,622.37	Xpress Import - CC - 11-28-2025_daily_batch.csv
2025	2515	11/28/2025	Util Pay	5		Xpress Billpay	5,673.82	Xpress Import - EFT - 11-28-2025_daily_batch.csv
2025	2516	11/28/2025	Util Pay	5		Xpress Billpay	316.54	Xpress Import - Metavante - 11-28-2025_daily_batch.csv
2025	2517	11/28/2025	Util Pay	5		Xpress Billpay	100.00	Xpress Import - iPay - 11-28-2025_daily_batch.csv
2025	2518	11/28/2025	Util Pay	5		Xpress Billpay	41.91	Xpress Import - OnlineResources - 11-28-2025_daily_batch.csv
2025	2519	11/28/2025	Util Pay	5		Xpress Billpay	303.42	Xpress Import - CheckFree - 11-28-2025_daily_batch.csv
2025	2520	11/29/2025	Util Pay	5		Xpress Billpay	77.16	Xpress Import - CC - 11-29-2025_daily_batch.csv
2025	2521	11/29/2025	Util Pay	5		Xpress Billpay	229.41	Xpress Import - EFT - 11-29-2025_daily_batch.csv
Receipts Outstanding:							18,561.69	
2025	2058	10/01/2025	Ser Chge	5	0	Mollilou Forbes Trust	-95.51	
2025	2533	11/30/2025	Payroll	5	EFT		137.65	
2025	2534	11/30/2025	Payroll	5	EFT		4,214.70	
2025	2535	11/30/2025	Payroll	5	EFT		712.52	
2025	2544	11/30/2025	Payroll	5	EFT		5,821.58	
2025	2532	11/30/2025	Payroll	5	EFT		3,377.27	
2025	2537	11/30/2025	Payroll	5	EFT		0.00	
2025	2540	11/30/2025	Payroll	5	EFT		3,885.16	

TREASURER'S REPORT

Section 9, Item a.

Outstanding Vouchers

City Of Millwood

11/01/2025 To: 11/30/2025

As Of: 11/30/2025 Date: 12/04/2025

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Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
2025	2542	11/30/2025	Payroll	5	EFT		3,719.94	
2024	2590	11/30/2024	Claims	5	EFT	Banner Bank - 7779	936.90	
2024	2769	12/31/2024	Claims	5	EFT	Banner Bank - 6225	680.37	
2025	2545	11/30/2025	Payroll	5	EFT		137.65	
2025	2546	11/30/2025	Payroll	5	EFT		137.65	
2025	2543	11/30/2025	Payroll	5	EFT		137.65	
2022	152	01/31/2022	Payroll	5	10574		35.03	January 2021
2022	392	02/28/2022	Payroll	5	10639		35.03	February 2022
2022	620	03/31/2022	Payroll	5	10697		35.03	March 2022
2022	876	04/30/2022	Payroll	5	10760		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		48.88	June 2022
2022	1916	08/31/2022	Payroll	5	11018		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		11.71	August 2023
2023	2594	11/30/2023	Payroll	5	11859		11.71	November 2023
2023	2792	12/31/2023	Payroll	5	11903		11.71	December 2023
2024	456	02/29/2024	Claims	5	12038	Quadient Finance USA, Inc.	1,100.00	
2025	1057	05/31/2025	Payroll	5	12833		11.71	May 2025
2025	1252	06/30/2025	Payroll	5	12877		68.82	June 2025
2025	1513	07/31/2025	Payroll	5	12936		85.12	July 2025
2025	1761	08/26/2025	Claims	5	13019	Secretary of Housing & Urban Development	0.03	034500.00 - 8819 E FREDERICK
2025	1815	08/31/2025	Payroll	5	13022		11.71	August 2025
2025	1816	08/31/2025	Payroll	5	13023		68.82	August 2025
2025	2036	09/30/2025	Payroll	5	13081		11.71	September 2025
2025	2038	09/30/2025	Payroll	5	13083		22.94	September 2025
2025	2044	09/30/2025	Payroll	5	13084		22.94	September 2025
2025	2311	10/31/2025	Payroll	5	13149		11.71	October 2025
2025	2313	10/31/2025	Payroll	5	13151		22.94	October 2025
2025	2319	10/31/2025	Payroll	5	13152		22.94	October 2025
2025	2379	10/31/2025	Claims	5	13183	Ramax Printing & Awards	17.42	
2025	2530	11/30/2025	Payroll	5	13201		137.65	
2025	2531	11/30/2025	Payroll	5	13202		22.94	
2025	2536	11/30/2025	Payroll	5	13203		471.40	
2025	2538	11/30/2025	Payroll	5	13204		22.94	
2025	2539	11/30/2025	Payroll	5	13205		22.94	
2025	2541	11/30/2025	Payroll	5	13206		22.94	
2025	2547	11/30/2025	Payroll	5	13207	HRA VEBA Trust Contributions	800.00	Pay Cycle(s) 11/30/2025 To 11/30/2025 - VEBA
2025	2555	11/30/2025	Claims	5	13208	AT&T Mobility	575.16	

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City Of Millwood

11/01/2025 To: 11/30/2025

As Of: 11/30/2025 Date: 12/04/2025

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Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
2025	2556	11/30/2025	Claims	5	13209	Access Information Management	48.00	
2025	2557	11/30/2025	Claims	5	13210	Anatek Labs, Inc.	120.00	
2025	2558	11/30/2025	Claims	5	13211	Avista Utilities	8,484.27	
2025	2559	11/30/2025	Claims	5	13212	Bigfoot Technical Services, LLC	9,000.93	
2025	2560	11/30/2025	Claims	5	13213	Canon Financial Services, Inc.	185.13	
2025	2561	11/30/2025	Claims	5	13214	CenturyLink	149.04	
2025	2562	11/30/2025	Claims	5	13215	City of Millwood	1,434.06	
2025	2563	11/30/2025	Claims	5	13216	Complete Office	85.41	\$46.78 less \$42.65 = \$4.13
2025	2564	11/30/2025	Claims	5	13217	Continuum Office Environments, LLC	461.74	
2025	2565	11/30/2025	Claims	5	13218	DTA Diversified	19,800.00	
2025	2566	11/30/2025	Claims	5	13219	DataPro Solutions, Inc.	1,093.54	
2025	2567	11/30/2025	Claims	5	13220	H&H Document Management Solutions	176.41	
2025	2568	11/30/2025	Claims	5	13221	H.D. Fowler	42.23	
2025	2569	11/30/2025	Claims	5	13222	Intermax Networks	278.33	
2025	2570	11/30/2025	Claims	5	13223	Menke Jackson Beyer, LLP	428.75	
2025	2571	11/30/2025	Claims	5	13224	Montgomery Hardware	153.15	
2025	2572	11/30/2025	Claims	5	13225	North 40 Outfitters	95.65	
2025	2573	11/30/2025	Claims	5	13226	Oxarc	16.86	
2025	2574	11/30/2025	Claims	5	13227	Parsons, Behle, & Latimer	413.00	
2025	2575	11/30/2025	Claims	5	13228	Spokane County District Court	9,907.77	
2025	2576	11/30/2025	Claims	5	13229	Spokane County Environmental Service	20,352.19	
2025	2577	11/30/2025	Claims	5	13230	Spokane County Treasurer - Community	415.02	Q1-3 2025 Chem Dependency
2025	2578	11/30/2025	Claims	5	13231	Spokane County Treasurer - ITD	330.00	
2025	2579	11/30/2025	Claims	5	13232	Spokane County Treasurer - PW	7,502.86	
2025	2580	11/30/2025	Claims	5	13233	Spokane County Treasurer - SCRAPS	608.28	
2025	2581	11/30/2025	Claims	5	13234	Spokane County Treasurer - Sheriff's	26,522.50	
2025	2582	11/30/2025	Claims	5	13235	Spokane County Utilities	4,830.00	Glover
2025	2583	11/30/2025	Claims	5	13236	Legal Posting The Spokesman-Review	725.57	
2025	2584	11/30/2025	Claims	5	13237	Subscription The Spokesman-Review	208.00	
2025	2585	11/30/2025	Claims	5	13238	Union Pacific Railroad Company	225,973.99	
2025	2586	11/30/2025	Claims	5	13239	Upward 7 Consulting	6,625.00	
2025	2587	11/30/2025	Claims	5	13240	Vanguard Cleaning Systems	300.00	
2025	2588	11/30/2025	Claims	5	13241	Verizon Wireless	390.20	
2025	2589	11/30/2025	Claims	5	13242	Vyanet Operating Group, INC	54.55	
2025	2590	11/30/2025	Claims	5	13243	WM Of Spokane - Monthly	229.66	
2025	2591	11/30/2025	Claims	5	13244	WSDOT	276.72	
2025	2592	11/30/2025	Claims	5	13245	Welch-Comer	12,164.86	
2025	2594	11/30/2025	Claims	5	13246	Fuel Man	1,628.17	
2025	2529	11/30/2025	Payroll	5	13247		3,381.23	

TREASURER'S REPORT

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Outstanding Vouchers

City Of Millwood

11/01/2025 To: 11/30/2025

As Of: 11/30/2025 Date: 12/04/2025

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Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
							393,949.36	
Fund				Claims	Payroll	Total		
001 General Fund				314,103.33	20,369.38	334,472.71		
401 Utility Operating Fund				26,924.20	7,465.74	34,389.94		
402 Water Capital Fund Managerial				0.03	0.00	0.03		
403 Sewer Capital Fund - Managerial				25,182.19	0.00	25,182.19		
				366,209.75	27,835.12	394,044.87		

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City Of Millwood

Time: 13:44:38 Date: 12/04/2025

11/01/2025 To: 11/30/2025

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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: 10:38:50 Date:

Section 9, Item a.

11/01/2025 To: 11/30/2025

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2331	11/04/2025	Payroll	5	EFT	AWC Employee Benefits Trust	14,164.94	Pay Cycle(s) 10/31/2025 To 10/31/2025 - Asuris; Pay Cycle(s) 10/31/2025 To 10/31/2025 - Kaiser; Pay Cycle(s) 10/31/2025 To 10/31/2025 - Dental; Pay Cycle(s) 10/31/2025 To 10/31/2025 - Vision; Pay Cycl
2332	11/05/2025	Payroll	5	EFT	EFTPS	10,589.02	941 Deposit for Pay Cycle(s) 10/31/2025 - 10/31/2025
2333	11/04/2025	Payroll	5	EFT	PFMLA - Employment Security	1,171.59	Pay Cycle(s) 07/01/2025 To 09/30/2025 - PFMLA
2334	11/04/2025	Payroll	5	EFT	WA Cares Fund-Employment Security	1,032.73	Pay Cycle(s) 07/01/2025 To 09/30/2025 - WA State Long Term Care
2336	11/05/2025	Claims	5	EFT	Xpress Billpay	514.30	10-2025 Fees
2391	11/07/2025	Payroll	5	EFT	Department of Retirement	11,860.10	Pay Cycle(s) 10/31/2025 To 10/31/2025 - PERS 2; Pay Cycle(s) 10/31/2025 To 10/31/2025 - Deferred Comp
2416	11/25/2025	Claims	5	EFT	Department of Revenue	3,086.87	10-2025 DOR
2526	11/25/2025	Claims	5	EFT	Banner Bank - 1470	1,204.98	
2528	11/25/2025	Claims	5	EFT	Banner Bank - 4120	1,730.09	
2532	11/30/2025	Payroll	5	EFT		3,377.27	
2533	11/30/2025	Payroll	5	EFT		137.65	
2534	11/30/2025	Payroll	5	EFT		4,214.70	
2535	11/30/2025	Payroll	5	EFT		712.52	
2537	11/30/2025	Payroll	5	EFT			
2540	11/30/2025	Payroll	5	EFT		3,885.16	
2542	11/30/2025	Payroll	5	EFT		3,719.94	
2543	11/30/2025	Payroll	5	EFT		137.65	
2544	11/30/2025	Payroll	5	EFT		5,821.58	
2545	11/30/2025	Payroll	5	EFT		137.65	
2546	11/30/2025	Payroll	5	EFT		137.65	
2335	11/04/2025	Payroll	5	13157	HRA VEBA Trust Contributions	700.00	Pay Cycle(s) 10/31/2025 To 10/31/2025 - VEBA
2427	11/13/2025	Claims	5	13197	Halverson Northwest Law Group P.C.	2,770.00	
2428	11/13/2025	Claims	5	13198	Liberty Concrete, LLC	290,661.81	
2429	11/13/2025	Claims	5	13199	Witherspoon Brajcich McPhee, PLLC	18,015.39	700004-028M; 700004-024M; 700004-012M
2453	11/17/2025	Claims	5	13200	Quadient Finance USA, Inc.	1,000.00	
2530	11/30/2025	Payroll	5	13201		137.65	
2531	11/30/2025	Payroll	5	13202		22.94	
2536	11/30/2025	Payroll	5	13203		471.40	
2538	11/30/2025	Payroll	5	13204		22.94	
2539	11/30/2025	Payroll	5	13205		22.94	
2541	11/30/2025	Payroll	5	13206		22.94	
2547	11/30/2025	Payroll	5	13207	HRA VEBA Trust Contributions	800.00	Pay Cycle(s) 11/30/2025 To 11/30/2025 - VEBA
2555	11/30/2025	Claims	5	13208	AT&T Mobility	575.16	
2556	11/30/2025	Claims	5	13209	Access Information Management	48.00	
2557	11/30/2025	Claims	5	13210	Anatek Labs, Inc.	120.00	
2558	11/30/2025	Claims	5	13211	Avista Utilities	8,484.27	
2559	11/30/2025	Claims	5	13212	Bigfoot Technical Services, LLC	9,000.93	
2560	11/30/2025	Claims	5	13213	Canon Financial Services, Inc.	185.13	
2561	11/30/2025	Claims	5	13214	CenturyLink	149.04	
2562	11/30/2025	Claims	5	13215	City of Millwood	1,434.06	
2563	11/30/2025	Claims	5	13216	Complete Office	85.41	\$46.78 less \$42.65 = \$4.13

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11/01/2025 To: 11/30/2025

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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:_____

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City Of Millwood

Time: 10:36:56 Date:

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11/30/2025 To: 11/30/2025

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Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2532	11/30/2025	Payroll	5	EFT		3,377.27	
2533	11/30/2025	Payroll	5	EFT		137.65	
2534	11/30/2025	Payroll	5	EFT		4,214.70	
2535	11/30/2025	Payroll	5	EFT		712.52	
2537	11/30/2025	Payroll	5	EFT			
2540	11/30/2025	Payroll	5	EFT		3,885.16	
2542	11/30/2025	Payroll	5	EFT		3,719.94	
2543	11/30/2025	Payroll	5	EFT		137.65	
2544	11/30/2025	Payroll	5	EFT		5,821.58	
2545	11/30/2025	Payroll	5	EFT		137.65	
2546	11/30/2025	Payroll	5	EFT		137.65	
2530	11/30/2025	Payroll	5	13201		137.65	
2531	11/30/2025	Payroll	5	13202		22.94	
2536	11/30/2025	Payroll	5	13203		471.40	
2538	11/30/2025	Payroll	5	13204		22.94	
2539	11/30/2025	Payroll	5	13205		22.94	
2541	11/30/2025	Payroll	5	13206		22.94	
2547	11/30/2025	Payroll	5	13207	HRA VEBA Trust Contributions	800.00	Pay Cycle(s) 11/30/2025 To 11/30/2025 - VEBA
2529	11/30/2025	Payroll	5	13247		3,381.23	
001 General Fund						19,698.07	
401 Utility Operating Fund						7,465.74	
						27,163.81	Payroll:
							27,163.81

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: _____

COMPARISON OF 2025 Year-to-Date to Budget and 2024

Section 9, Item a.

Account #	Description	All Funds: YTD 11/30/2024	All Funds: YTD 11/30/2025	% to 2024	All Funds: Budget to Date 11/30/2025	% to Budget
Beginning Cash and Investments						
308.21	Nonspendable	-	-			
308.31	Restricted	958,272	991,552			
308.41	Committed	45,487	45,487			
308.51	Assigned	639,532	471,107			
308.91	Unassigned	2,393,228	2,198,445			
388/588	Net Adjustments	-	-			
Cash and Investments - Beginning of Year		4,036,519	3,706,591		3,729,197	
Revenues						
310	Taxes	1,666,580	1,696,790	1.8%	1,574,689	7.8%
320	Licenses and Permits	34,209	32,899	-3.8%	31,625	4.0%
330	Intergovernmental Revenues	304,377	1,495,459	391.3%	3,160,129	-52.7%
340	Charges for Goods and Services	783,522	901,993	15.1%	872,111	3.4%
350	Fines and Penalties	1,229	2,305	87.6%	1,375	67.6%
360	Miscellaneous Revenues	9,886	81,703	726.5%	10,221	699.4%
Total Revenues:		2,799,803	4,211,149	50.4%	5,650,150	-25.5%
Expenditures						
510	General Government	482,890	628,108	30.1%	538,725	16.6%
520	Public Safety	392,657	309,088	-21.3%	316,589	-2.4%
530	Utilities	715,623	785,286	9.7%	870,192	-9.8%
540	Transportation	360,003	379,692	5.5%	507,925	-25.2%
550	Natural and Economic Environment	113,274	143,798	26.9%	118,555	21.3%
560	Social Services	414	557	34.5%	688	-19.0%
570	Culture and Recreation	132,744	136,533	2.9%	168,988	-19.2%
Total Expenditures:		2,197,605	2,383,062	8.4%	2,521,662	-5.5%
Excess (Deficiency) Revenues over Expenditures:		602,198	1,828,087	203.6%	3,128,488	-41.6%
Other Increases						
391-393, 596	Debt Proceeds	-	-		-	
397	Transfers-In	698	-		226	
385	Special or Extraordinary Items	-	-		-	
386,389	Custodial Activities	-	6,435		-	
381,382,395,398	Other Increases	-	6,000		-	
Total Other Increases		698	12,435		226	
Other Decreases						
594-595	Capital Expenditures	846,328	3,548,940		3,552,649	
591-593	Debt Service	21,505	21,232		20,625	
597	Transfers-Out	698	-		226	
586, 589	Custodial Activities	(2,566)	(16,499)		-	
585	Special or Extraordinary Items	-	-		-	
580,596,599	Other Decreases	-	-		-	
Total Other Decreases		865,965	3,553,673	310.4%	3,573,500	
Increase (Decrease) in Cash and Investments		(263,069)	(1,713,151)	551.2%	(444,786)	
Estimated Ending Cash and Investments		3,773,450	1,993,440		3,284,411	

CASH BALANCES by Fund

Restricted / Reserved / Assigned Cash Accounts	Fund 001 General	Fund 301 Capital	Fund 302 Special Capital	Fund 401, 402, 403 Utilities	Total
REET 1		437,877.31			\$ 437,877.31
REET 2			442,465.79		442,465.79
Water Op. Reserve (12.5%OE)				53,293.00	53,293.00
Water Loan Payment Reserve				22,500.00	22,500.00
Water Cap. & Emergency Reserve				99,000.00	99,000.00
Water Cap. Improvement Fee - Assigned				155,230.20	155,230.20
Water Capital Improvement Fee - Assigned				56,384.08	56,384.08
Utility Fund - Assigned				345,411.31	345,411.31
Sewer Reserve				44,977.74	44,977.74
General Fund Unrestricted	336,300.57				336,300.57
Total Cash	336,300.57	437,877.31	442,465.79	776,796.33	\$ 1,993,440.00

File Attachments for Item:

b. PUBLIC HEARING

ORDINANCE #553 - Telecommunications Franchise Agreement with Forged Fiber 37 LLC

CITY OF MILLWOOD
SPOKANE COUNTY, WASHINGTON
ORDINANCE NO. 553

AN ORDINANCE OF THE CITY OF MILLWOOD, SPOKANE COUNTY, WASHINGTON, GRANTING A NON-EXCLUSIVE FRANCHISE TO FORGED FIBER 37, LLC, TO CONSTRUCT, MAINTAIN AND OPERATE CERTAIN FACILITIES WITHIN THE PUBLIC RIGHTS-OF-WAY AND PUBLIC PROPERTIES OF THE CITY OF MILLWOOD; AND OTHER MATTERS 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, 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 may impose penalties and fines for violations of such ordinances; and

WHEREAS, RCW 35A.47.040 authorizes the City to grant, permit, and regulate non-exclusive franchises for the use of public streets, bridges or other public ways, structures or places above or below the surface of the ground for railroads and other routes and facilities for public conveyances, for poles, conduits, tunnels, towers and structures, pipes and wires and appurtenances thereof for transmission and distribution of electrical energy, signals and other methods of communication, for gas, steam and liquid fuels, for water, sewer and other private and publicly owned and operated facilities for public service; and

WHEREAS, the grant of such non-exclusive franchises requires the approving vote of at least a majority of the entire Council and publication at least once in a newspaper of general circulation in the City; and

WHEREAS, the Council finds that the grant of the Franchise contained in this Ordinance, subject to its terms and conditions, is in the best interests of the public; and

WHEREAS, the City has, following required and reasonable notice, conducted a full public hearing, affording all persons concerned with the analysis and consideration of the technical ability, financial condition, legal qualifications and general character of the Grantee; and,

WHEREAS, the City, after such consideration, analysis and deliberation, has approved and found sufficient the technical ability, financial condition, legal qualification and character of the Grantee; and,

WHEREAS, the Grantee has agreed to be bound by the conditions hereinafter set forth

NOW, THEREFORE, the City Council of the City of Millwood, Spokane County, Washington, does ordain as follows:

Section 1. **Definitions.** For the purpose of this Ordinance, the following words and terms shall have the meaning set forth below:

“Basic Cable Service” shall mean any Service Tier which includes the retransmission of local television broadcast signals.

“City” means the City of Millwood, a Washington municipal corporation.

“FCC” shall mean the Federal Communications Commission or any legally appointed or designated agent or successor.

“Facility” or “Facilities” means all of the plant, equipment, fixtures, appurtenances, and other related property necessary to furnish and deliver Telecommunication Service, including but not limited to lines, wires, cables, conductors, ducts, poles, conduits, vaults, manholes, pedestals, amplifiers, appliances, and attachments, necessary or incidental to the distribution and use of Telecommunications services.

“Franchise Agreement” shall mean the nonexclusive right and authority to construct, maintain, operate, repair, replace, and upgrade a Telecommunication System through use of Public Rights of Way in the City pursuant to a contractual agreement approved by the Council and executed by the City and the Grantee.

“Franchise Area” shall mean the entire geographic area within the City as it is now constituted or may in the future be constituted.

“Grantee” shall mean Forged Fiber 37, LLC, a Delaware limited liability company, including any lawful successor, transferee, or assignee of the original Grantee.

“Maintenance or Maintain” shall mean repair, restoration, replacement, renovation and testing of the Telecommunication System or components thereof so as to ensure that it operates in a safe and reliable manner and as required by this Franchise.

“Normal Business Hours” shall mean those hours during which most similar businesses in City are open to serve customers. In all cases, “Normal Business Hours” must include some evening hours, at least one (1) night per week and/or some weekend hours.

“Normal Operating Conditions” shall mean those Service conditions which are within the control of Grantee. Those conditions which are not within the control of a Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe weather conditions.

“Person” shall mean an individual or legal entity, such as a corporation or partnership.

“Public Property” shall mean any real estate or any facility owned by the City.

“Public Works Director” shall mean the Millwood Public Works Director or his/her designee.

“Right-of-Way” shall mean all property, and the space above and below, in which the City has any form of ownership, title, or interest, including easements and adjacent utility strips, which is held for public roadway or dedicated for compatible utility purposes, regardless of whether or not any roadway or utility exists thereon or whether it is used, improved or maintained for public use.

“Telecommunication Service” as defined by RCW 35.99.010(7), shall mean the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means for sale to the general public. Telecommunication Service excludes the over-the-air transmission of broadcast television or broadcast radio signals.

“Telecommunication System” or “System” shall mean a tangible Facility, any portion of which occupies the right of way, which is used to provide one or more Telecommunication services. This includes, but is not limited to any wires, equipment cabinets, guys, conduit, radio transmitting towers,

poles, other supporting structures, and associated facilities used to transmit telecommunication signals. This includes all devices mounted on electric utility poles in public rights of way through which Telecommunication Services are originated or terminated.

Section 2. **Grant of Franchise.** The City hereby grants unto the Grantee, a nonexclusive Franchise authorizing the Grantee the nonexclusive right and privilege to have, acquire, construct, reconstruct, use, operate and maintain Facilities to provide Telecommunication Service to the public in the City and/or to transport Telecommunication Services through the City and for no other purpose, subject to applicable law, including but not limited to the Millwood Municipal Code, and to the conditions and restrictions as hereinafter provided. This grant expressly does not include permission to use the Public Right-of-Way for Telecommunication Service. The grant is by way of general permission to occupy the Right-of-Way, and not in place of specific location permits. In accepting this Franchise Agreement, Grantee stipulates and agrees to the City's authority to issue and require the Franchise Agreement and stipulates and agrees to the other terms and conditions hereof. No privilege or power of eminent domain is bestowed on Grantee by this Franchise Agreement. The term of this Franchise and all its rights, privileges, obligations and restrictions shall be ten (10) years from the effective date.

Section 3. **Non-Exclusivity.** The grant of authority for use of the City's Right-of-Way is not exclusive and does not establish priority for use over other franchise holders, permit holders and the City's own use of Public Property. Nothing in this Franchise Agreement shall affect the right of the City to grant to any other Person a similar franchise or right to occupy and use the Right-of-Way or any part thereof.

Section 4. **Competitive Equity.**

1. The City reserves the right to grant one (1) or more additional franchises or similar authorizations. The City shall amend this Franchise, as requested by the Grantee, if it grants additional franchises that contain material terms or conditions which are substantially more favorable or less burdensome to the competitive entity than the material terms and conditions herein, as reasonably determined by the City. A word for word identical franchise or authorization for a competitive entity is not required so long as the regulatory and financial burdens on each entity are generally equivalent taking into account any difference in the level of fees and taxes imposed, the term of the franchise, and all other circumstances affecting the relative burdens.

2. The following represents a non-exhaustive list of terms of that may place the grantee at a competitive disadvantage if not required of a competitive entity as described in Section 4.1 above: the obligation to pay the City a franchise fee consistent with the provisions in this code, gross revenues as provided for and defined in this code, and the obligation to comply with requirements in this code regarding records and reports, security instruments and insurance, audits, dispute resolution, remedies, and notice and opportunity to cure.

3. Grantee shall have a right to request Franchise amendments that relieve the Grantee of regulatory burdens that create a competitive disadvantage to the franchisee. In requesting amendments, the Grantee shall file a petition seeking to amend the Franchise. Such petition shall: (1) indicate the presence of such competitor; and (2) identify all material terms or conditions which are substantially more favorable or less burdensome to the competitive entity. The City shall act on the petition within one-hundred twenty (120) days.

Section 5 **Taxes.** As is consistent with applicable law, nothing contained in this Franchise Agreement shall be construed to except the Grantee from any applicable tax, liability or assessment authorized by law.

Section 6. Telecommunication System Specifications.

1. Grantee shall install, maintain, operate, repair, replace and upgrade conduit, fiber optic cables, mule tape, buffer tubes, vaults, splice cases (aerial and buried), poles, and related facilities in the right of way.

2. The Grantee shall comply with all applicable technical standards of the Federal Telecommunications Act of 1996. To the extent those standards are altered, modified, or amended during the term of this Franchise Agreement, the Grantee shall comply with such altered, modified or amended standards within a reasonable period after such standards become effective and are applicable. The City shall have, upon written request, the right to review non-confidential tests and non-confidential records required to be performed pursuant to the FCC's rules.

3. In accordance with applicable law, the City shall have the right to regulate and inspect the construction, operation and maintenance of the Telecommunication system in the public Rights-of-Way. Upon reasonable prior written notice and in the presence of the Grantee's employee, the City may review the Telecommunication system's technical performance as necessary to monitor the Grantee's compliance with the provisions of this Franchise Agreement. All equipment testing under a technical performance review shall be conducted by the Grantee.

Section 7. Intentionally Removed.

Section 8. Least Interference. The City shall have prior and superior right to the use of its Rights-of-Way for installation and maintenance of its facilities and other governmental purposes. Work by Grantee in the Right-of-Way shall be done in a manner that causes the least interference with the rights and reasonable convenience of property owners and residents. The owners of all facilities, public or private, installed in or on such public properties prior to the installation of the Facilities of the Grantee, shall have preference as to the positioning and location of such utilities with respect to the Grantee. Such preference shall continue in the event of the necessity of relocating or changing the grade of any such Right-of-Way. Disputes between the Grantee and other parties over the use, pursuant to this Franchise agreement, of the Rights-of-Way shall be submitted to the City for recommended resolution.

This Franchise shall, in no way, prevent or prohibit the City from using any of its Rights-of-Way, or affect its jurisdiction over them or any part of them. The City hereby retains its full police power to make all changes, relocations, repairs, maintenance, establishments, improvements, dedications or vacation of same, including the dedication, establishment, maintenance, and improvement of all new Rights-of-Way.

Section 9. Construction Standards. All work authorized and required hereunder shall comply with all generally applicable City codes regulations, resolutions and policies, which shall include but is not limited to Millwood Municipal Code Chapter 12.05, as may be amended from time to time, and the Inland Northwest Regional Pavement Cut Policy, as may be amended, or adopted by the City pursuant to City Resolution 16-06. Grantee shall also comply with all applicable federal and state regulations, laws and practices. Grantee is responsible for the supervision, condition, and quality of the work done, whether it is by itself or by contractors, assigns or agencies.

Section 10. Undergrounding. The City reserves the right to develop a policy on undergrounding, and to require Grantee's participation therein, as a condition of Grantee's new installation or major maintenance or restoration construction activities of overhead facilities under this Franchise Agreement. The purpose of this Section 10 is to recognize and preserve the City's control over uses of the Right-of-Way, consistent with the municipal policy favoring undergrounding of overhead lines for aesthetic reasons.

Section 11. Restoration After Construction. If in connection with the Construction, operation, maintenance, upgrade, repair or replacement of the Telecommunication System, the Grantee disturbs, alters, or damages any public or private property, the Grantee agrees that it shall at its own cost and expense pay for any damage and replace and restore any such property to a condition reasonably comparable to the condition existing immediately prior to the disturbance. Whenever Grantee disturbs or damages any Right-of-Way or other Public Property, Grantee shall complete the restoration work within a reasonable time as authorized by the City's Public Works Director.

Section 12. Incorporation of Millwood Municipal Code Chapter 12.05 and City Resolution 16-06. Grantee shall apply for and obtain appropriate obstruction permits from the City pursuant to the Millwood Municipal Code. Grantee shall pay all generally applicable permit fees for the requisite City permits and reimburse the City for all generally applicable fees incurred by the City in the examination, inspection, and approval of Grantee's work. Grantee acknowledges that it has reviewed Millwood Municipal Code Chapter 12.05 and accepts it as a lawful exercise of City regulatory powers over the Right-of-Way. The parties acknowledge that the City may modify or amend Millwood Municipal Code Chapter 12.05 and its regulatory policies throughout the term of this Franchise. Grantee further acknowledges that it has reviewed the Inland Northwest Regional Pavement Cut Policy, adopted by the City pursuant to City Resolution 16-06, and accepts it as a lawful exercise of City regulatory powers over the Right-of-Way. The parties acknowledge that the Inland Northwest Regional Pavement Cut Policy, adopted by the City pursuant to City Resolution 16-06, may be modified or amended throughout the term of this Franchise.

Section 13. Emergency Response. The Grantee shall maintain with the City an emergency response number providing an emergency 24-hour response for the City to use in case of an emergency. After being notified of an emergency, Grantee shall cooperate with the City and make every effort to immediately respond with action to aid the protection the health and safety of the public.

Section 14. Hazardous Substances. Grantee shall comply with all applicable state and federal laws concerning hazardous substances relating to Grantee's Facilities in the Right-of-Way.

Section 15. Environmental. Grantee shall comply with all applicable state and federal laws concerning environmental protection relating to Grantee's Facilities in the Right-of-Way.

Section 16. Movement and Relocation of Facilities. The following shall apply when it is necessary to relocate Grantee's Facilities:

1. Relocation of Facilities at the request of a third party.
 - a. If any removal, replacement, modification or disconnection of the Telecommunication System is required to accommodate the construction, operation or repair of the facilities or equipment of another City franchise holder(s), Grantee shall, after at least thirty (30) days advance written notice, take action to effect the necessary changes requested by the responsible entity, as long as the other franchise holder(s) pay for the Grantee's time and material costs associated with the project and Grantee is issued a permit for such work by the City.
 - b. The Grantee shall, upon reasonable prior written request of any Person, relocate its aerial distribution Facilities underground, as long as the Person pays for the Grantee's time and material costs associated with the project and Grantee is issued a permit for such work by the City.
 - c. In the event an underground conversion of Facilities is required as part of the street improvement condition(s) of a new land use development, not associated with a City designated capital

improvement project, this Franchise shall in no way limit the Grantee's right to bill and collect in advance all time and material costs associated with the underground conversion of the Telecommunication System from the Person responsible for the land use development project.

d. At the request of any Person holding a valid permit and upon reasonable advance notice and payment by the permit holder of Grantee's expenses of such temporary change, Grantee shall temporarily raise, lower or remove its Facilities as necessary to accommodate a permittee of the City.

2. Relocation at Request of the City.

a. Upon at least sixty (60) days prior written notice to Grantee, the City shall have the right to require Grantee to relocate any part of the Telecommunication System within the Rights-of-Way when the safety, health or welfare of the public requires such change, and the expense thereof shall be paid by Grantee. The City may, at its option, provide more than sixty (60) days notice. After receipt of such notice, Grantee shall complete relocation of its Facilities at least five (5) days prior to commencement of the project or an agreed upon date by both parties. Should Grantee fail to remove or relocate any such Facilities by the date established by the City, the City may effect such removal or relocation, and the expense thereof shall be paid by Grantee, including all costs and expenses incurred by the City due to Grantee's delay. If the City requires Grantee to relocate its Facilities located within the Rights-of-Way, the City shall make a reasonable effort to provide Grantee with an alternate location within the Right-of-Way. If public funds are available to any Person using such Rights-of-Way for the purpose of defraying the cost of any of the foregoing, the Grantee may make application for such funds.

b. In the case of relocation projects where the City engages and designates an independent contractor to accommodate and coordinate conversion of overhead utilities within a City capital improvement project, then the Grantee shall participate in the joint trenching portion of the project, and Grantee shall pay the Grantee's portion of the traffic control and trench costs, including excavation and other associated costs, trench bedding, and backfill commensurate with Grantee's proportionate share of trench usage. However, if bids from the City or its designated contractor for placement of Grantee's conduits and vaults/pedestals in the supplied joint trench, in the reasonable estimation of the Grantee are not acceptable, the Grantee shall have the option to utilize contractor(s) of its choice to complete the required work, so long as use by Grantee of its contractor(s) does not delay the City project. The City or its designated contractor shall coordinate with the Grantee's contractor(s) to provide reasonable notice and time to complete the placement of the Grantee's Facilities in the supplied joint trench.

c. Nothing in this Franchise shall prevent the City from constructing any public work or capital improvement. Further, the City shall have the right to require Grantee to relocate, remove, replace, modify or disconnect Grantee's Facilities and equipment located in the Rights-of-Way or on any other property of the City in the event of an emergency or when necessary to protect or further the health, safety or welfare of the general public, and such work shall be performed at Grantee's expense. Following notice by the City, Grantee shall relocate, remove, replace, modify or disconnect any of its Facilities or equipment within any Right-of-Way, or on any other property of the City.

d. If the Grantee fails to complete the above work within the time prescribed by the City, given the nature and extent of the work, or if it is not done to the City's reasonable satisfaction, the City may cause such work to be done and bill the reasonable cost of the work to the Grantee, including all reasonable costs and expenses incurred by the City due to Grantee's delay. In such event, the

City shall not be liable for any damage to any portion of Grantee's Telecommunication System. Grantee shall pay the City within ninety (90) days of receipt of an itemized list of those costs. The City shall give consideration to any circumstances outside the Grantee's control preventing Grantee's completion of work.

Section 17. **Tree Trimming.** The Grantee shall have the authority to conduct pruning and trimming for access to Telecommunication System Facilities in the Rights-of-Way subject to compliance with the City Code, which shall include but is not limited to Millwood Municipal Code Chapter 2.52, as may be amended from time to time. All such trimming shall be done at the Grantee's sole cost and expense. The Grantee shall be responsible for any damage caused by such trimming.

Section 18. **Vacation.** The City may vacate any City road, Right-of-Way or other City property which is subject to rights granted by this Franchise, but the Grantee shall be provided notice of such vacation proceedings and the opportunity to secure future use rights as allowed under the City's Municipal Code.

Section 19. **Abandonment of Grantee's Facilities.** No Facility Constructed or owned by Grantee may be abandoned without the express written consent of the City.

Section 20. **Maps, Books, and Records.**

1. Grantee shall provide to the City upon request:

a. A route map that depicts the general location of the Telecommunication System Facilities placed in the Rights-of-Way. The route map shall identify Telecommunication System Facilities as aerial or underground and is not required to depict types, number of fiber optic cables, and electronic equipment. The Grantee shall also provide, if requested, an electronic format of the aerial/underground Facilities in relation to the Right-of-Way centerline reference to allow the City to add this information to the City's GIS program;

b. To the extent such requests are limited to specific Facilities at a given location within the Franchise area in connection with the construction of any City project, Grantee shall cooperate with the City, upon the City's reasonable request, to locate its Facilities in order to facilitate design and planning of City improvement projects; and

c. A copy of all FCC filings which relate to the operation of the Telecommunication System in the Franchise Area.

2. Throughout the term of this Franchise, the Grantee agrees that the City, upon reasonable prior written notice to the Grantee, may review such of the Grantee's books and records regarding the operation of the Telecommunication System and the provision of Fiber Optic Telecommunication Service in the Franchise Area which are reasonably necessary to monitor Grantee's compliance with the provisions of this Franchise at the Grantee's business office, during normal business hours, and without unreasonably interfering with Grantee's business operations. Such books and records shall include any records required to be kept in a public file by the Grantee pursuant to the rules and regulations of the FCC. All such documents pertaining to financial matters that may be the subject of an inspection by the City shall be retained by the Grantee for a minimum period of three (3) years.

3. Notwithstanding anything to the contrary set forth in this Section, the Grantee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature. The City agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the City that have a need to know in order to enforce this Franchise and who agree to maintain the confidentiality of all such information. In the event that the City

receives a request under a state “sunshine,” public records or similar law, which shall include but is not limited to chapter 42.56 RCW, for the disclosure of public records Grantee has designated as confidential, trade secret or proprietary, the City shall notify Grantee of such request. Grantee shall, within a reasonable time but in no event greater than five (5) business days, be entitled to seek a protective order or similar judicial declaration prohibiting disclosure by the City of such public records. If Grantee does not, within a reasonable time but in no event greater than five (5) business days from the receipt of notice from the City, obtain a protected order or similar judicial declaration prohibiting disclosure by the City of such public records, the City shall be entitled to disclose such public records without recourse or liability to Grantee.

4. Throughout the term of this Franchise, the Grantee shall maintain at its business office, in a file available for public inspection during normal business hours, those documents required pursuant to the FCC’s rules and regulations.

Section 21. **Customer Service Standards.** Grantee shall comply with all applicable federal and state laws and regulations adopted pursuant thereto.

Section 22. **City Ordinances and Regulations.** Grantee, through this Franchise, is granted the right to operate its Telecommunication System using the Rights-of-Way within the Franchise Area. Such use must be in compliance with generally applicable Municipal Code and Regulations. In the event of a conflict between the Municipal Code and Regulations and this Franchise, this Franchise shall control subject to the limitation of the City’s exercise of the police powers set forth below. Subject to federal and state preemption, the material terms and conditions contained in this Franchise may not be unilaterally altered by the City through subsequent amendments to any ordinance, regulation, resolution or other enactment of the City, except within the lawful exercise of the City’s police power. Grantee has the right to challenge any City ordinance or regulation that conflicts with its rights under this Franchise. Grantee acknowledges that its rights hereunder are subject to the police powers of the City to adopt and enforce ordinances necessary to protect the health, safety and welfare of the public, and Grantee agrees to comply with all applicable laws and ordinances enacted by the City pursuant to such power so long as the same do not unduly discriminate against Grantee.

Section 23. **Franchise Agreement and Modification.** This Franchise agreement is a contract between the City and the Grantee, negotiated in good faith and binding upon both parties. The City and Grantee hereby reserve the right to alter, amend or modify the terms and conditions of this Franchise upon written agreement of both parties.

Section 24. **Indemnification.** The Grantee shall, at its sole cost and expense, indemnify and hold harmless the City, its officials, boards, commissions, agents and employees against any and all third party claims, suits, causes of action, proceedings, and judgments for injury, loss, or damage arising out of the Construction, reconstruction, use, operation, ownership and Maintenance of the Telecommunication System under this Franchise agreement, except that no such requirement shall apply where such claims, suits, causes of actions, proceedings, and judgments for damage are occasioned by the active negligence, gross negligence or intentional acts of the City or its officials, boards, commissions, agents and employees while acting on behalf of the City. The City shall give the Grantee timely written notice of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity in this section, but failure to give notice is not a defense to the indemnification obligations except to the extent of actual prejudice. In the event any such claim arises, the City or any other indemnified party shall tender the defense thereof to the Grantee and the Grantee shall have the obligation and duty to defend, through services of competent counsel satisfactory to the City, settle or compromise any claims arising thereunder. If the City determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the City.

Section 25. **Insurance.**

1. Upon the granting of this Franchise agreement and following simultaneously with the filing of the acceptance of this Franchise agreement and at all times during the term of this Franchise agreement, the Grantee shall obtain, pay all premiums for, and deliver to the City, written evidence of payment of premiums for and a certificate of insurance, naming the City as an additional insured, with a company licensed to do business in the State of Washington with a rating by A.M. Best and Co. of not less than “A” or equivalent, for the following:

a. A comprehensive commercial or general liability insurance policy or policies, issued by an insurance carrier licensed to do business in the State of Washington. Said policy or policies shall pay on behalf of and defend the City, its officials, boards, commissions, agents or employees from any and all claims by any Person whatsoever (including the costs, defense costs, attorneys’ fees and interest arising therefrom) on account of personal injury, bodily injury or death of a Person or Persons or damages to property occasioned by the operations of the Grantee under this Franchise agreement, or alleged to have been so caused or occurred, with a minimum combined single limit of One Million and No/100 Dollars (\$1,000,000) per occurrence and \$2,000,000 general aggregate for personal injury, bodily injury and property damage. Grantee may self-insure for first-party property damage only if the Grantee’s self-insurance arrangement adheres to the requirements of Section 25 as provided herein.

b. A comprehensive automobile liability insurance policy or policies, issued by an insurance carrier licensed to do business in the State of Washington. Said policy or policies shall pay on behalf of and defend the City, its officials, boards, commissions, agents or employees from any and all claims by any Person whatsoever (including the costs, defense costs, attorneys’ fees and interest arising therefrom) for bodily injury and property damage occasioned by any vehicle operation of the Grantee, or alleged to have been so caused or occurred, with a minimum liability of One Million and No/100 Dollars (\$1,000,000) per Person and Five Million and No/100 Dollars (\$5,000,000) in any one (1) accident or occurrence.

2. Not less than thirty (30) days prior to expiration of a policy that is not immediately replaced, Grantee shall deliver to City, a substitute, renewal or replacement policy or bond conforming to the provisions of this Franchise agreement.

Section 26. Performance Bond.

1. Grantee will provide a performance bond to the City, in the total sum of \$250,000 while installing or Constructing the Facilities, and then \$50,000.00 thereafter, which will remain in effect for the remaining term of this Franchise. The performance bond will ensure the continued performance of Grantee’s obligations under the Franchise including the payment by the Grantee of any penalties, claims, liens, fees, or taxes due the City which arise by reason of the operation or maintenance of the Facilities or Telecommunication System within the Franchise Area. Grantee will pay all premiums or other costs associated with maintaining the bond.

2. If the Franchise is terminated, or upon expiration or renewal, or transfer of the Franchise, the City will return the original bond or sign the necessary documentation to release the bond promptly if Grantee does not owe funds to the City or is not in default of a material provision of the Franchise.

Section 27. Remedies to Enforce Compliance.

1. This section does not apply to revocation of the Franchise agreement. Whenever the City seeks to enforce the Franchise agreement, it shall first provide written notice to the Grantee of the nature of the problem and requested action, together with any applicable time frame for response. Any time limits here or elsewhere in the Franchise agreement may be modified by written stipulation of the City and Grantee,

except time limits relating to revocation of this Franchise agreement or where otherwise required by law must be approved by the Council.

2. Except in case of urgency or public need relating to management of the public Right-of-Way as reasonably determined by the City, the Grantee has thirty (30) days from receipt of such notice to respond in writing to the City official sending the notice:

- a. contesting it; or
- b. accepting it and agreeing to cure as requested within time limits specified; or
- c. requesting additional time or other modifications. In such event, Grantee shall promptly take all reasonable steps to cure the default, keeping the City informed as to the steps to be taken and a projected completion date.

3. If the City is not satisfied with the Grantee's response, both parties shall meet informally to discuss the matter. If these discussions do not lead to resolution of the problem, the City shall notify the Grantee in writing.

4. No provision of this Franchise affects the right of either party to seek judicial relief from a violation of any provision of this Franchise, or any regulation or directive under this Franchise. The existence of other remedies under this Franchise does not limit the right of either party to recover monetary damages, or to seek judicial enforcement of obligations by specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

Section 28. Revocation.

1. The City may revoke this Franchise agreement and rescind all rights and privileges associated with this Franchise agreement in the following circumstances:

- a. Grantee abandons the Telecommunication System, fails to cure a non-payment of a quarterly franchise fee within 30 days of the required payment date, or terminates the Telecommunication System's operations; or
- b. Grantee attempts to evade any material provision of this Franchise agreement or practices any fraud or deceit upon the City.

2. Prior to revocation of the Franchise agreement, the City shall give written notice to the Grantee of its intent to revoke the Franchise agreement, setting forth the exact nature of the noncompliance. The Grantee shall have thirty (30) days from such notice to object in writing and to state its reasons for such objection and provide any explanation. In the event the City has not received a timely and satisfactory response from the Grantee, it may then seek a revocation of the Franchise agreement by the Council in accordance with this section.

3. At the designated hearing, the City shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the City shall be in writing and shall be delivered to the Grantee by certified mail. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the City "de novo" and to modify or reverse

such decision as justice may require. Such appeal to the appropriate court must be taken within sixty (60) days of the issuance of the determination of the City.

4. The Council may in its sole discretion take any lawful action that it deems appropriate to enforce the City’s rights under the Franchise agreement in lieu of revocation.

Section 29. Transfer of Rights. Neither the Grantee nor any other Person may transfer the Telecommunication System or the Franchise without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. No change in control of the Grantee, defined as an acquisition of 51% or greater ownership interest in Grantee, shall take place without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Telecommunication System in order to secure indebtedness, or (ii) a transfer to any direct or indirect parent, affiliate or subsidiary of Grantee. Within thirty (30) days of receiving a request for consent, the City shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the City has not taken action on the Grantee’s request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

Section 30. Acceptance. Not later than sixty (60) days after passage and publication of this Ordinance, the Grantee must accept the Franchise herein by filing with the City Clerk an unconditional written acceptance thereof. Failure of Grantee to so accept this Franchise within said period of time shall be deemed a rejection thereof by Grantee, and the rights and privileges herein granted shall, after the expiration of the sixty days period, absolutely cease, unless the time period is extended by ordinance duly passed for that purpose.

Section 31. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of this Franchise agreement due to acts of God or impossibility of performance as recognized in the common law of the State of Washington, to the extent and for such period as such conditions persist. For purposes of enforcement, conditions outside of Normal Operating Conditions are a basis to excuse Grantee’s performance, but only to the extent and for such period as such conditions persist. Conditions outside Normal Operating Conditions may also excuse other Franchise obligations where they effectively render performance infeasible or impossible, to the extent and for such period as such conditions persist, but this does not apply as to conditions within the Grantee’s reasonable control.

Section 32. 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. In the event that any of the provision of the Franchise are held to be invalid by a court of competent jurisdiction, the Franchise may be modified upon agreement by both parties.

Section 33. Renewal. Any renewal of this Franchise agreement shall be governed by and comply with applicable law.

Section 34. Notice. Any notice or information required or permitted to be given by or to the parties under this Franchise may be sent to the following addresses unless otherwise specified, in writing:

The City: City of Millwood

Attn: City Clerk and Director of Public Works
9103 E. Frederick
Millwood, WA 99206

Grantee:

Forged Fiber 37, LLC c/o AT&T
Attn.: Legal Dept – Network Operations
Re: City of Millwood Franchise (WA)
208 S. Akard Street
Dallas, TX 75202-4206

With a copy to:

E-mail: FF_Right_Of_Way@att.com

Section 35. Non-Waiver. The failure of either party at any time to require performance by the other of any provision of this Franchise will in no way affect the right of the other party to enforce the Franchise. The waiver by either party of any breach of any provision is not a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

Section 36. Entire Agreement. This Franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution and acceptance hereof. This Franchise shall also supersede and cancel any previous right or claim of Grantee to occupy the Right-of-Way as herein described.

Section 37. Counterparts. This Franchise agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart.

Section 38. Applicable Law. This Franchise shall be governed, construed and enforced in accordance with the laws of the State of Washington (as amended), any applicable rules, regulations and orders of the FCC, and any other applicable local, State and federal laws, rules, regulations, legislation or orders.

Section 39. Effective Date. This Ordinance shall be in full force and effect five days after publication of the ordinance or a summary thereof occurs in the official newspaper of the City of Millwood as provided by law.

Section 40. Repeal. All ordinances, resolutions, laws, and regulations, or parts thereof in conflict with this ordinance are, to the extent of said conflict, hereby repealed.

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

CITY OF MILLWOOD,
Spokane County, Washington

Kevin Freeman, Mayor

ATTEST:

Lisa Cassels, City Clerk

STATE OF WASHINGTON)
County of Spokane) ss:

Lisa Cassels, being first duly sworn on oath deposes and says:

I am the Clerk of the City of Millwood, Washington, and the foregoing ordinance entitled “AN ORDINANCE OF THE CITY OF MILLWOOD, SPOKANE COUNTY, WASHINGTON, GRANTING A NON-EXCLUSIVE FRANCHISE TO FORGED FIBER 37, LLC, TO CONSTRUCT, MAINTAIN AND OPERATE CERTAIN FACILITIES WITHIN THE PUBLIC RIGHTS-OF-WAY AND PUBLIC PROPERTIES OF THE CITY OF MILLWOOD; AND OTHER MATTERS RELATING THERETO” is the true and correct copy of the City of Millwood’s Ordinance numbered _____ and that the same was posted and published according to law.

Lisa Cassels

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

Notary Public in and for the State of
Washington
My Commission expires _____

Accepted by Forged Fiber 37, LLC.

By: _____

Printed Name: _____

Date: _____

The Grantee, Forged Fiber 37, LLC, a limited liability company, for itself, and for its successors and assigns, does accept all of the terms and conditions of the foregoing Franchise.

IN WITNESS WHEREOF, _____ has signed
this _____ day of _____, 20__.

Subscribed and sworn before me this day of , 20__.

Notary Public in and for the State of _____,
residing in _____
My commission expires _____

File Attachments for Item:

c. ORDINANCE #555 - 2026 City Budget

ORDINANCE #555

DECEMBER 9, 2025

AN ORDINANCE ADOPTING THE BUDET FOR THE CITY OF MILLWOOD,
WASHINGTON FOR THE FISCAL YEAR ENDING DECEMBER 31, 2026.

WHEREAS, the City of Millwood, Washington completed and placed on file with the City Clerk a proposed budget estimate of the amount of moneys required to meet the public expenses, bond retirement and interest, reserve funds, and expenses of government of the City for the fiscal year ending December 31, 2026;

WHEREAS, a notice was published that the City Council would meet on November 12, 2025 at 6:00 p.m., in the council chambers of city hall for the purpose of making and adopting a budget for said fiscal year and giving taxpayers within the limits of the City an opportunity to be heard in a public hearing upon said budget; and

WHEREAS, the City Council did hold a public hearing at that time and place and did then consider the matter of proposed budget for the fiscal year 2026; and

WHEREAS, the proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City for the purposes set forth in the budget, and estimated expenditures set forth in the budget being all necessary to carry on the government of the City for the fiscal year 2026 and being sufficient to meet various needs of the City during the period;

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

SECTION 1. The budget for the City of Millwood, Washington for the year 2026 is hereby adopted at the fund level in its final form and content as set forth in the comprehensive budget document, City of Millwood 2026 Budget, copies of which are on file in the Office of the City Clerk as follows.

SECTION 2. Estimated resources, including fund balances for each separate fund of the City of Millwood for the year 2026 are set forth in the summary form below, and are hereby appropriated for expenditure at the fund level during the year 2026 as set forth in the City of Millwood 2026 Budget.

ORDINANCE #555

DECEMBER 9, 2025

City of Millwood 2026 Budget Summary

	Estimated Beginning Balance	Estimated Revenue (Incl Grants)	Estimated Expenditures	Estimated Ending Balance
FUND				
GENERAL FUNDS				
General Fund (#001)	\$ 366,190	\$ 6,011,170	\$ (4,427,581)	\$ 1,949,779
CAPITAL PROJECT FUNDS				
Capital Project Fund – REET 1 (#301)	438,988	34,055		473,043
Capital Project Fund – REET 2 (#302)	443,577	34,055		477,632
ENTERPRISE FUNDS				
Joint Utility Fund (#401)	805,813	1,241,914	(1,130,420)	917,307
TOTALS	\$2,054,568	\$ 7,321,194	\$ (5,558,001)	\$ 3,817,761

Wages and Benefits are listed in Exhibit A which is attached hereto.

SECTION 3. The City Clerk is directed to transmit a certified copy of the budget hereby adopted to the State Auditor's Office and to the Municipal Research and Services Center (MRSC).

SECTION 4. Effective Date. This ordinance shall be in full force and take effect 5 days after its publication.

ORDINANCE #555

DECEMBER 9, 2025

Passed by the City Council of the City of Millwood, at a regular meeting thereof this ____th day of _____ 2025.

Kevin Freeman - Mayor

Attest:

Lisa Cassels – City Clerk

STATE OF WASHINGTON)
)ss:
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 ADOPTING THE BUDET FOR THE CITY OF MILLWOOD, WASHINGTON FOR THE FISCAL YEAR ENDING DECEMBER 31, 2026' is the true and correct original copy of the City of Millwood's Ordinance numbered 555 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 #555

DECEMBER 9, 2025

Exhibit A
2026 Schedule of Compensation

Position	Rate	Benefit Allowance	Total Compensation
Advisory Commission	\$25.00 – 40.00 mtg.		\$25.00 – 40.00 mtg.
Council	75.00 mtg		75.00 mtg
Mayor	800.00 monthly		800.00 monthly
City Treasurer	41.40 – 51.75 hourly	17.81 hourly	59.21 – 69.56 hourly
Assistant Treasurer	25.88 – 36.23 hourly	17.81 hourly	43.69 – 54.04 hourly
City Clerk	25.88 – 36.23 hourly	17.81 hourly	43.69 – 54.04 hourly
Administrative Assistant	20.70 – 31.05 hourly	17.81 hourly	38.51 – 48.86 hourly
Street & Facilities Manager	36.23 – 46.58 hourly	17.81 hourly	54.04 – 64.39 hourly
Utilities Manager	36.23 – 46.58 hourly	17.81 hourly	54.04 – 64.39 hourly
Water Operator	25.88 – 36.23 hourly	17.81 hourly	43.69 – 54.04 hourly
Maintenance Worker 2	25.88 – 36.23 hourly	17.81 hourly	43.69 – 54.04 hourly
Maintenance Worker 1	20.70 – 31.05 hourly	17.81 hourly	38.51 – 48.86 hourly
Park Worker	17.13 – 20.56 hourly		17.13 – 20.56 hourly
Pool Attendant	17.13 – 20.56 hourly		17.13 – 20.56 hourly

Benefits are described in the current City of Millwood Employee Handbook.

2024 - 2026 FUND BALANCES, REVENUES, and EXPENDITURES

	2024			2025			2026		
	Budget	Actual	Actual vs Budget	Budget	Estimated	Actual vs Budget	Budget	To 2025 Budget	To 2025 Y-E
FUND 001 GENERAL									
Beginning Balance	\$ 2,397,067	\$ 2,393,228		\$ 2,238,822	\$ 2,198,445		\$ 366,190		
Revenues	2,276,722	2,156,428	-5.3%	5,229,246	3,496,593	-33.1%	6,011,170	15.0%	71.9%
Expenditures	(1,869,515)	(1,688,904)	9.7%	(1,801,603)	(1,717,656)	4.7%	(1,989,893)	-10.5%	-15.8%
Other Increases	2,250	2,250		246	6,000		-		
Other Decreases	(667,702)	(664,556)	0.5%	(3,947,518)	(3,617,192)	8.4%	(2,437,688)	38.2%	32.6%
Change in Cash	(258,245)	(194,783)		(519,629)	(1,832,255)		1,583,589		
Ending Unassigned Balance	\$ 2,138,822	\$ 2,198,445	2.8%	\$ 1,719,193	\$ 366,190	-78.7%	\$ 1,949,779	13.4%	432.5%
FUND 301 REET 1									
Beginning Balance	\$ 370,098	\$ 370,717		\$ 400,098	\$ 406,085		\$ 438,988		
Revenues	30,000	35,368	17.9%	25,000	32,903	31.6%	34,055	36.2%	3.5%
Expenditures									
Change in Cash	30,000	35,368		25,000	32,903		34,055		
Ending Restricted Balance	\$ 400,098	\$ 406,085	1.5%	\$ 425,098	\$ 438,988	3.3%	\$ 473,043	11.3%	7.8%
FUND 302 REET 2									
Beginning Balance	\$ 374,893	\$ 375,306		\$ 404,893	\$ 410,674		\$ 443,577		
Revenues	30,000	35,368	17.9%	25,000	32,903	31.6%	34,055	36.2%	3.5%
Expenditures									
Change in Cash	30,000	35,368		25,000	32,903		34,055		
Ending Restricted Balance	\$ 404,893	\$ 410,674	1.4%	\$ 429,893	\$ 443,577	3.2%	\$ 477,632	11.1%	7.7%
FUND 401 UTILITY									
Beginning Balance	\$ 896,368	\$ 897,263		\$ 685,384	\$ 691,381		\$ 805,813		
Revenues	862,464	879,892	2.0%	948,394	962,548	1.5%	1,241,914	30.9%	29.0%
Expenditures	(815,698)	(828,559)	1.6%	(971,916)	(847,117)	12.8%	(1,034,820)	-6.5%	-22.2%
Other Increases									
Other Decreases	(257,750)	(257,215)	0.2%	(302,000)	(1,000)	-99.7%	(95,600)		
Change in Cash	(210,984)	(205,882)		(325,522)	114,431		111,494		
Ending Restricted Balance	\$ 685,384	\$ 691,381	0.9%	\$ 359,862	\$ 805,813	123.9%	\$ 917,306	154.9%	13.8%
TOTAL FUNDS									
Beginning Fund Balances	\$ 4,038,426	\$ 4,036,514		\$ 3,729,197	\$ 3,706,586		\$ 2,054,568		
Revenues	3,199,186	3,107,057	-2.9%	6,227,640	4,524,947	-27.3%	7,321,194	17.6%	61.8%
Expenditures	(2,685,213)	(2,517,463)	6.2%	(2,773,519)	(2,564,773)	7.5%	(3,024,713)	-9.1%	-17.9%
Other Increases	2,250	2,250	0.0%	246	6,000	2339.0%	-		
Other Decreases	(925,452)	(921,771)	0.4%	(4,249,518)	(3,618,192)	14.9%	(2,533,288)	40.4%	30.0%
Net Change in Cash	(409,229)	(329,928)	19.4%	(795,151)	(1,652,018)	-107.8%	1,763,193		
Ending Fund Balances	\$ 3,629,197	\$ 3,706,586		\$ 2,934,046	\$ 2,054,568		\$ 3,817,761	30.1%	85.8%

2024 - 2026 DETAILED REVENUES, and EXPENDITURES

BARS	FUND	2024		2025		2026
		Budget	Actual	Budget	Estimated	Budget
001 GENERAL FUND {Note: Some totals do not exactly match the summary page due to rounding.}						
REVENUES						
311 10 00 00	Property Tax	462,095	455,981	474,342	495,022	486,000
313 11 00 00	Local Retail Sales & Use Tax	775,000	854,171	800,000	829,976	859,025
313 15 00 00	Special Purpose Sales & Use Tax	27,000	28,512	28,000	28,535	29,534
313 61 00 00	Brokered Natural Gas Sales & Use Tax	40,000	35,320	45,000	29,711	30,751
313 71 00 00	Criminal Justice Sales & Use Tax	47,500	49,815	35,000	49,615	51,352
316 40 00 01	B & O Tax On Utilities - Gas	25,000	19,098	30,000	21,778	22,540
316 40 00 02	B & O Taxes On Utilities - Electric	245,000	259,440	235,000	280,576	290,400
316 40 00 03	B&O Taxes On Utilities - Solid Waste	52,500	52,472	15,000	5,216	5,400
316 40 00 04	B&O Taxes On Utilities - Phones	5,000	5,192	5,000	7,857	8,200
316 81 00 00	Gambling Tax - Punch Boards & Pull Tabs	500	394	500	1,649	1,700
321 91 00 00	Franchise Fees & Royalties - Cable	23,000	23,454	24,000	21,893	22,500
321 99 00 00	Other Business Licenses & Permits	7,500	8,422	7,500	10,422	11,000
322 10 00 00	Buildings, Structures & Equipment	500	750	1,000	833	1,000
322 90 00 00	Other Non-Business Licenses & Permits - ROW	1,600	2,025	2,000	2,000	2,000
334 01 20 00	State Grant from Dept. of Commerce - PUG Grant			50,000	50,000	50,000
334 02 30 00	State Grant From Department Natural Resources	50,000	-	-	49,901	40,000
334 03 60 01	WSDOT GRANT - Argonne Congestion	350,000	184,356	3,238,030	1,285,000	2,706,285
334 03 80 00	State Award From TIB - Empire Chip Seal & Striping			75,789	75,000	-
NEW	Future Proposed Grant - Dalton Avenue Sidewalks			-	-	1,164,130
336 00 71 00	Multimodal Transportation - Cities	2,464	2,468	2,445	2,437	2,445
336 00 87 00	Motor Vehicle Fuel Tax - City Streets	35,112	34,123	34,997	32,508	33,646
336 06 21 00	Criminal Justice - Violent Crimes/Population	1,000	1,000	1,000	1,000	1,035
336 06 25 00	Criminal Justice - Contracted Services	4,000	4,330	4,283	4,497	4,500
336 06 26 00	Criminal Justice - Special Programs	2,599	2,585	2,695	2,683	2,777
336 06 42 00	Marijuana Excise Tax Distribution	75,000	73,140	75,000	64,700	70,000
336 06 51 00	DUI & Other Criminal Justice Assistance	-	187	200	178	200
336 06 94 00	Liquor/Beer Excise Tax	13,918	13,261	12,628	12,270	12,500
336 06 95 00	Liquor Control Board Profits	14,534	14,532	14,187	14,351	15,000
341 81 00 00	Data/Word Processing, Printing And Duplicating Services	-	10	-	11	-
341 91 00 00	Election Candidate Filing Services	-	144	-	-	-
345 83 00 00	Plan Checking Services	1,000	1,000	1,000	-	1,000
345 89 00 00	Other Planning & Development Services	5,750	8,268	5,000	5,839	6,000
357 37 00 00	District/Municipal Court Cost Recoupments	1,500	1,229	1,500	2,639	2,500
361 10 00 00	Investment Earnings	2,000	13,577	2,000	105,711	75,000

2024 - 2026 DETAILED REVENUES, and EXPENDITURES

BARS	FUND	2024		2025		2026
		Budget	Actual	Budget	Estimated	Budget
361 40 00 00	Other Interest	2,000	3,520	2,500	2,785	2,750
362 00 00 00	Rents & Leases	3,650	3,650	3,650	-	-
369 10 00 00	Sale of Surplus	-	-	-	-	-
369 40 00 00	Judgements & Settlements	-	-	-	-	-
SUB-TOTAL REVENUE		2,276,722	2,156,426	5,229,246	3,496,593	6,011,170
395 10 00 00	Proceeds from the Sale of Capital Assets	-	-	-	6,000	-
397 00 00 00	Transfers-In	2,250	2,250	246	-	-
SUB-TOTAL OTHER INCREASES		2,250	2,250	246	6,000	-
TOTAL REVENUE		2,278,972	2,158,676	5,229,492	3,502,593	6,011,170
EXPENDITURES						
511 20 10 00	Planning Commision - Salaries & Wages	1,450	1,480	3,000	2,507	2,400
511 20 10 01	Historic Preservation - Salaries & Wages	500	-	1,875	4,316	750
511 20 20 00	Planning Commision - Personnel Benefits	300	119	300	202	193
511 20 20 01	Historic Preservation - Personnel Benefits	200	-	200	578	61
511 20 30 00	Planning Commission - Supplies For Consumption & Resale	-	-	500	802	750
511 20 30 01	Historic Preservation - Supplies For Consumption & Resale	500	-	-	-	3,000
511 20 40 00	Planning Commission - Services & Pass-Through Payments	750	-	750	145	750
511 20 40 01	Historic Preservation - Services & Pass-Through Payments	500	-	-	145	-
511 30 40 00	Official Publication Services	5,000	2,047	7,500	4,279	5,000
511 60 10 00	Council - Salaries & Wages	5,625	4,800	5,625	8,100	9,000
511 60 20 00	Council - Personnel Benefits	500	389	500	667	719
511 60 30 00	Council - Supplies For Consumption & Resale	3,000	2,807	500	886	750
511 60 40 00	Council - Services & Pass-Through Payments	7,500	6,115	-	4,813	5,000
512 52 40 00	Contracted Court Services	9,500	6,341	5,000	43,140	45,000
513 10 10 00	Executive Office - Salaries & Wages	9,600	9,600	9,600	9,600	9,600
513 10 20 00	Executive Office - Personnel Benefits	1,000	920	1,000	901	762
513 10 30 00	Executive Office - Supplies For Consumption & Resale	500	169	500	802	1,000
513 10 40 00	Executive Office - Services & Pass-Through Payments	7,500	7,022	5,000	1,925	10,000
514 20 10 00	Financial Services - Salaries & Wages	90,000	59,711	62,500	65,272	57,180
514 20 20 00	Financial Services - Personnel Benefits	30,000	23,699	22,000	28,016	25,252
514 20 30 00	Financial Services - Supplies For Consumption & Resale	3,000	1,286	5,500	1,234	1,500
514 20 40 00	Financial Services - Services & Pass-Through Payments	7,500	23,092	7,500	63,105	20,000
514 30 10 00	Recording Services - Salaries & Wages	50,000	46,608	63,750	58,027	76,620
514 30 20 00	Recording Services - Personnel Benefits	28,750	11,739	25,550	17,644	30,638
514 30 30 00	Recording Services - Supplies For Consumption & Resale	1,500	738	4,000	436	1,000
514 30 40 00	Recording Services - Services & Pass-Through Payments	11,000	13,142	11,000	11,746	1,000
514 90 00 00	Voters Registration Services	-	1,531	-	-	-

2024 - 2026 DETAILED REVENUES, and EXPENDITURES

BARS	FUND	2024		2025		2026
		Budget	Actual	Budget	Estimated	Budget
515 41 40 00	External Legal Services - General	125,000	43,659	51,500	89,656	80,000
515 41 40 02	External Legal Services - Code Enforcement	-	32,456	17,500	38,364	40,000
515 41 40 03	External Legal Services - Street	-	34,459	36,000	10,437	15,000
515 41 40 04	External Legal Services - Planning	-	7,888	10,000	3,859	5,000
515 41 40 05	External Legal Services - Utilities	-	23,396	20,000	25,671	30,000
515 41 40 06	External Legal Services - Historic Preservation	-	-	-	1,525	1,000
515 45 40 00	External Legal Services - Claims & Litigation	-	5,043	-	1,008	1,500
517 70 40 01	Unemployment Compensation	-	-	-	3,000	5,000
518 30 10 00	Central Services - Salaries & Wages	85,000	81,302	74,750	83,652	75,172
518 30 20 00	Central Services - Personnel Benefits	42,500	29,262	30,800	30,323	33,751
518 30 30 00	Central Services - Supplies For Consumption & Resale	-	-	-	49	-
518 30 31 00	Central Services - Office & Operating Supplies	7,350	4,553	7,500	1,981	2,000
518 30 35 00	Central Services - Small Tools & Equipment	3,000	1,300	3,000	-	1,000
518 30 40 00	Central Services - Services & Pass-Through Payments	-	229	-	142	-
518 30 41 00	Central Services - Professional Services	1,000	14,939	1,000	12,839	10,000
518 30 42 00	Central Services - Communications	6,000	4,627	6,000	5,020	6,000
518 30 43 00	Central Services - Travel	1,000	-	1,000	32	1,000
518 30 45 00	Central Services - Operating Rentals & Leases	-	1,220	1,500	894	1,000
518 30 46 00	Central Services - Insurance	60,000	49,910	62,500	-	50,741
518 30 47 00	Central Services - Utility Services	11,625	11,157	12,000	13,342	15,000
518 30 48 00	Central Services - Repairs & Maintenance	7,800	4,356	8,000	968	4,000
518 30 49 00	Central Services - Miscellaneous	1,000	9,386	1,000	5,120	10,000
521 20 40 00	Law Enforcement - Services And Pass Through Payments	420,312	420,312	251,270	254,616	263,600
521 20 40 02	Law Enforcement Contract Payments	-	-	67,000	63,654	65,900
524 60 10 00	Code Enforcement - Salaries & Wages	5,000	4,380	18,200	13,394	24,095
524 60 20 00	Code Enforcement - Personnel Benefits	2,500	1,146	6,150	4,391	12,133
524 60 30 00	Code Enforcement- Supplies For Consumption & Resale	250	65	250	67	100
524 60 40 00	Code Enforcement - Services & Pass-Through Payments	2,500	2,606	2,500	2,394	2,500
542 30 10 00	Roadway - Salaries & Wages	60,000	54,332	64,000	59,829	58,142
542 30 10 01	Argonne Project - Salaries & Wages	8,000	6,661	5,750	19,565	-
542 30 20 00	Roadway - Personnel Benefits	27,500	22,129	22,550	22,783	25,477
542 30 20 01	Argonne Project - Personnel Benefits	3,500	2,416	1,300	4,514	-
542 30 30 01	Argonne Project - Supplies	-	22	-	-	-
542 30 31 00	Roadway - Office & Operating Supplies	7,500	2,614	7,750	8,756	8,000
542 30 32 00	Roadway - Fuel Consumed	1,575	1,591	1,600	1,481	1,500
542 30 35 00	Roadway - Small Tools And Minor Equipment	1,750	1,395	2,750	3,005	3,000
542 30 41 00	Roadway - Professional Services	15,000	22,585	15,000	39,587	15,000
542 30 41 01	Roadway - Traffic Calming Services	-	1,908	-	-	-

2024 - 2026 DETAILED REVENUES, and EXPENDITURES

BARS	FUND	2024		2025		2026
		Budget	Actual	Budget	Estimated	Budget
542 30 42 00	Roadway - Communications	2,750	2,645	2,750	3,862	3,000
542 30 43 00	Roadway - Travel	250	-	250	-	250
542 30 45 00	Roadway - Operating Rentals & Leases	-	2,005	8,500	1,672	4,000
542 30 46 00	Roadway - Insurance	-	20,372	29,000	-	19,675
542 30 47 00	Roadway - Utility Services	12,750	12,315	12,500	6,505	9,000
542 30 48 00	Roadway - Repairs & Maintenance	6,000	10,632	10,000	4,530	10,000
542 30 48 01	Roadway - Asphalt Patching & Crack Seal	35,000	35,942	15,003	-	50,000
542 30 48 02	Roadway - Crack Sealing Area 4	-	-	5,000	-	5,000
542 30 48 03	Roadway - Asphalt Patching	-	-	34,997	-	30,000
542 30 49 00	Roadway - Miscellaneous	7,000	5,654	7,500	9,215	7,500
542 40 10 00	Drainage - Salaries & Wages	-	94	1,000	-	-
542 40 20 00	Drainage - Personnel Benefits	-	28	500	1	-
542 40 30 00	Drainage - Supplies For Consumption & Resale	2,000	-	-	-	-
542 40 40 00	Drainage - Services & Pass-Through Payments	15,000	12,504	30,000	-	30,000
542 61 30 00	Sidewalks - Supplies For Consumption			-	837	1,000
542 61 40 00	Sidewalks - Services & Pass-Through Payments	5,000	-	40,000	2,984	25,000
542 62 10 00	Special Purpose Paths - Salaries & Wages	28,000	26,011	36,150	36,902	36,164
542 62 20 00	Special Purpose Paths - Personnel Benefits	18,500	11,837	17,000	15,126	17,335
542 62 31 00	Special Purpose Paths - Operating Supplies	5,000	3,753	4,000	2,747	2,500
542 62 32 00	Special Purpose Paths - Fuel Consumed	750	703	750	171	750
542 62 35 00	Special Purpose Paths - Small Tools & Equipment	500	553	750	-	750
542 62 40 00	Special Purpose Paths - Services & Pass-Through Payments	-	113	-	33	-
542 62 42 00	Special Purpose Paths - Communication	450	404	500	667	500
542 62 45 00	Special Purpose Paths - Operating Rentals & Leases	200	-	-	-	-
542 62 47 00	Special Purpose Paths - Public Utility	2,000	1,794	2,250	4,459	6,000
542 62 48 00	Special Purpose Paths - Repair & Maintenance	5,000	2,930	2,500	1,124	2,000
542 62 49 00	Special Purpose Paths - Miscellaneous	200	515	250	-	250
542 63 40 00	Street Lighting - Services & Pass-Through Payments	17,500	14,986	17,500	25,609	25,000
542 64 30 00	Traffic Control Devices - Supplies For Consumption & Resale	2,000	2,959	3,000	-	2,000
542 64 40 00	Traffic Control Devices - Services & Pass-Through Payments	15,000	27,806	15,000	35,568	20,000
542 65 40 00	Parking Facilities - Services & Pass-Through Payments	16,000	16,295	18,500	16,139	18,500
542 66 10 00	Snow & Ice Control - Salaries & Wages	23,000	11,247	20,500	16,084	16,490
542 66 20 00	Snow & Ice Control - Personnel Benefits	12,500	5,250	6,750	6,413	7,343
542 66 30 00	Snow & Ice Control - Supplies For Consumption & Resale	7,500	6,741	7,500	8,097	10,000
542 66 40 00	Snow & Ice Control - Services & Pass-Through Payments	5,000	424	5,000	435	5,000
542 67 10 00	Leaf Program - Salaries & Wages	25,000	14,140	16,000	5,349	14,786
542 67 20 00	Leaf Program - Personnel Benefits	12,500	5,064	7,000	3,037	6,707
542 67 30 01	Leaf Program - Supplies For Consumption & Resale	2,000	1,448	2,000	1,246	2,000

2024 - 2026 DETAILED REVENUES, and EXPENDITURES

BARS	FUND	2024		2025		2026
		Budget	Actual	Budget	Estimated	Budget
542 67 40 01	Leaf Program - Services & Pass-Through Payments	2,000	1,476	2,000	399	2,000
542 67 40 02	Street Cleaning - Services & Pass-Through Payments	25,000	26,711	27,500	28,375	27,500
542 69 10 00	Street Trees - Salaries & Wages	5,000	7,790	12,500	8,420	12,144
542 69 20 00	Street Trees - Personnel Benefits	2,500	3,228	6,000	2,628	6,317
542 69 30 00	Street Trees - Supplies For Consumption & Resale	500	11	500	26	500
542 69 40 00	Street Trees - Services & Pass-Through Payments	80,000	3,005	5,000	3,094	5,000
553 70 40 00	Pollution Control & Remediation - Services & Pass-Through Payments	4,728	4,728	4,833	4,833	4,139
554 30 40 00	Animal Control - Services & Pass-Through Payments	10,000	7,707	10,000	8,110	10,000
558 60 10 00	Planning - Salaries & Wages	7,500	14,453	25,000	21,244	33,710
558 60 20 00	Planning - Personnel Benefits	2,500	3,387	9,250	7,661	18,240
558 60 30 00	Planning - Supplies For Consumption & Resale	250	140	250	76	250
558 60 40 00	Planning - Services & Pass-Through Payments	50,000	66,474	50,000	75,609	75,000
558 60 40 01	Planning - Services & Pass Through Payments			30,000	38,857	40,000
558 60 40 02	Planning Services & Pass Through - PUG	40,000	22,489	-	-	-
558 60 42 00	Planning - Communications			-	435	500
566 00 40 00	Chemical Dependency Services	750	414	750	189	500
576 20 10 00	Swimming Pools - Salaries & Wages	10,000	10,012	14,000	7,828	14,159
576 20 20 00	Swimming Pools - Personnel Benefits	1,300	1,724	3,600	722	3,274
576 20 30 00	Swimming Pools - Supplies For Consumption & Resale	3,900	3,837	2,000	971	1,000
576 20 40 00	Swimming Pools - Services & Pass-Through Payments	650	693	1,000	1,253	1,500
576 80 10 00	General Parks - Salaries & Wages	85,000	54,833	79,000	63,597	83,173
576 80 20 00	General Parks - Personnel Benefits	37,500	25,715	32,000	26,795	34,450
576 80 31 00	General Parks - Office & Operating Supplies	10,000	8,469	10,000	13,796	10,000
576 80 32 00	General Parks - Fuel Consumed	2,250	1,888	2,000	1,543	2,000
576 80 35 00	General Parks - Small Tools And Minor Equipment	1,500	4,599	1,500	2,327	2,500
576 80 40 00	General Parks - Services & Pass-Through Payments	-	36	-	786	1,000
576 80 41 00	General Parks - Professional Services	1,750	6,929	15,000	4,657	7,500
576 80 42 00	General Parks - Communications	1,500	1,321	1,250	2,677	2,500
576 80 45 00	General Parks - Operating Rentals & Leases	250	1,126	1,000	998	1,000
576 80 47 00	General Parks - Utility Services	10,000	15,410	12,000	19,601	17,000
576 80 48 00	General Parks - Repairs & Maintenance	5,000	3,687	7,500	3,636	7,500
576 80 49 00	General Parks - Miscellaneous	1,500	2,788	2,500	2,495	2,500
SUB-TOTAL EXPENDITURES		1,869,515	1,688,903	1,801,603	1,717,656	1,989,893
594 11 60 01	Capital Expenditures - Council Chambers AV Upgrade	6,000	5,179			
594 18 60 01	Capital Expenditures - City Hall Elevator	24,000	24,679			
594 18 60 02	Capital Expenditures - City Hall Painting	-	-	10,000	-	10,000
594 42 60 01	Capital Expenditures - Argonne Congestion Relief	400,000	405,030	3,743,388	3,547,000	989,288

2024 - 2026 DETAILED REVENUES, and EXPENDITURES

BARS	FUND	2024		2025		2026
		Budget	Actual	Budget	Estimated	Budget
594 42 60 02	Capital Expenditures - City Hall Elevator	9,900	10,856			
594 42 60 02A	Capital Expenditures - Asphalt Shop Area			7,500	-	-
594 42 60 03	Capital Expenditures - City Hall Painting	-	-	10,000	-	10,000
594 42 60 04	Capital Expenditures - Dirt Screen	2,500	3,231			
594 42 60 04A	Capital Expenditures - Dryland Hydroseeding - Trail			8,000	-	-
594 42 60 05	Capital Expenditures - Drywell Rehabilitation			30,000	-	30,000
594 42 60 06	Capital Expenditures - Lean To At Butler	-	-	9,000	-	-
594 42 60 06A	Capital Expenditures - Empire Chip Seal, Striping & Speed Humps			80,000	70,192	-
594 42 60 07	Capital Expenditures - Material Containment Bins	-	-	2,000	-	2,000
594 42 60 09	Capital Expenditures - Vegetation Replacement - Trail			6,000	-	6,000
594 42 60 10	Capital Expenditures - Pull Behind Compressor	20,000	16,493			
594 42 60 11	Capital Expenditures - Tree Pruning, Removal & Replacement	80,000	39,901			
594 42 60 12	Capital Expenditures -Traffic Calming	7,500	6,938	-	-	75,000
594 42 60 13	Capital Expenditure - Argonne Rd Rehab - TIB	50,000	66,045			
594 42 60 14	Capital Expenditure - Argonne Public Outreach	25,000	49,300			
594 42 60 15	Capital Expenditures - Flashing School Signs			-	-	40,000
594 42 60 16	Dalton Avenue Sidewalks			-	-	1,225,400
594 76 60 01	Capital Expenditures - Dirt Screen	2,500	2,327			
594 76 60 01	Capital Expenditures - Asphalt Shop Area			7,500	-	-
594 76 60 03	Capital Expenditures - Lean To At Butler	-	-	9,000	-	-
594 76 60 04	Capital Expenditures - Material Containment Bins	-	-	2,000	-	2,000
594 76 60 05	Capital Expenditures - Pull Behind Compressor	13,750	11,216			
594 76 60 06	Capital Expenditures - Tree Pruning, Removal & Replacement	10,000	14,277			
594 76 60 07	Capital Expenditures - Millwood Park Entry Sign	15,000	9,973			
594 76 60 08	Capital Expenditures - Playground Equipment Replacement			15,000	-	-
594 76 60 09	Capital Expenditures - Splash Pad Rehabilitation			8,000	-	8,000
595 76 60 10	Capital Expenditures - River Access Sargent			-	-	40,000
597 00 00 01	Transfers-Out - Unemployment Compensation	1,552	1,552	130	-	-
SUB-TOTAL OTHER DECREASE		\$ 667,702	\$ 664,557	\$ 3,947,518	\$ 3,617,192	\$ 2,437,688
TOTAL EXPENDITURES / DECREASES		2,537,217	2,353,460	5,749,121	5,334,848	4,427,581
INCREASE / (DECREASE) IN CASH		(258,245)	(194,784)	(519,629)	(1,832,255)	1,583,589

2024 - 2026 DETAILED REVENUES, and EXPENDITURES

BARS	FUND	2024		2025		2026
		Budget	Actual	Budget	Estimated	Budget
FUND 301 CAPITAL PROJECTS FUND {Note: Some totals do not exactly match the summary page due to rounding.}						
318 34 00 01	REET 1 - First Quarter Percent	30,000	35,368	25,000	32,903	34,055
361 10 05 00	Investment Interest	-	-	-	-	-
INCREASE / (DECREASE) IN CASH		\$ 30,000	\$ 35,368	\$ 25,000	\$ 32,903	\$ 34,055
FUND 302 SPECIAL CAPITAL PROJECTS FUND						
318 35 00 02	REET 2 - Second Quarter Percent	30,000	35,368	25,000	32,903	34,055
361 10 00 05	Investment Interest	-	-	-	-	-
INCREASE / (DECREASE) IN CASH		\$ 30,000	\$ 35,368	\$ 25,000	\$ 32,903	\$ 34,055
FUND 401 UTILITY (Water & Sewer) OPERATING FUND						
REVENUES						
322 10 00 34	Water Permit	-	75	-	-	-
322 10 00 35	Sewer Permit	-	450	-	-	-
343 40 00 01	Water Sales & Services	265,924	277,004	263,500	281,898	291,764
343 40 00 02	Water Sales & Services - Consumption	92,600	93,039	85,000	102,717	106,312
343 40 00 03	Water Sales & Services - Penalties & Service Calls	5,000	3,089	5,000	2,763	2,860
343 40 00 04	Water Capital Improvement Fee	53,940	53,637	69,840	60,378	62,491
343 50 00 01	Sewer Services - City	230,000	220,966	205,254	252,693	261,537
343 50 00 02	Sewer Services - County Treatment	210,000	195,842	316,800	261,925	316,800
343 50 00 03	Sewer Interest Charges	-	38	-	107	150
361 10 00 04	Investment Earnings	5,000	35,702	3,000	-	-
368 10 00 34	Special Assessments - Capital - Water	-	50	-	67	200,000
TOTAL REVENUES		\$ 862,464	\$ 879,892	\$ 948,394	\$ 962,548	\$ 1,241,914
534 00 10 00	Water Utilities - Salaries & Wages	135,000	131,434	143,000	113,740	149,226
534 00 20 00	Water Utilities - Personnel Benefits	50,000	48,795	62,500	46,730	72,719
534 00 31 00	Water Utilities - Office & Operating Supplies	5,000	9,844	7,500	4,786	5,000
534 00 32 00	Water Utilities - Fuel Consumed	1,250	3,469	1,250	842	1,000
534 00 34 00	Water Utilities - Supplies Purchased For Inventory Or Resale	10,000	12,264	15,000	136	1,000
534 00 35 00	Water Utilities - Small Tools And Minor Equipment	2,500	1,360	2,500	1,306	1,500
534 00 41 00	Water Utilities - Professional Services	50,000	60,042	40,000	77,316	58,000
534 00 42 00	Water Utilities - Communications	7,500	7,386	7,500	7,266	7,500
534 00 43 00	Water Utilities - Travel	500	-	500	-	500
534 00 44 00	Water Utilities - Taxes And Operating Assessments	24,750	23,604	25,000	21,888	25,000
534 00 45 00	Water Utilities - Operating Rentals & Leases	3,000	2,297	3,000	2,511	3,000
534 00 46 00	Water Utilities - Insurance	17,500	21,390	20,000	-	19,675
534 00 47 00	Water Utilities - Utility Services	45,000	53,619	45,000	72,092	70,000
534 00 48 00	Water Utilities - Repairs & Maintenance	15,000	24,795	25,000	21,215	25,000
534 00 49 00	Water Utilities - Miscellaneous	20,000	14,004	20,000	23,773	25,000

2024 - 2026 DETAILED REVENUES, and EXPENDITURES

BARS	FUND	2024		2025		2026
		Budget	Actual	Budget	Estimated	Budget
535 00 10 00	Sewer Utilities - Salaries & Wages	83,000	83,120	94,000	76,870	101,093
535 00 20 00	Sewer Utilities - Personnel Benefits	30,500	31,212	38,000	31,598	50,664
535 00 31 00	Sewer Utilities - Office & Operating Supplies	3,000	1,807	3,000	2,171	3,000
535 00 32 00	Sewer Utilities - Fuel Consumed	1,250	847	1,250	861	1,250
535 00 35 00	Sewer Utilities - Small Tools And Minor Equipment	1,000	1,389	1,250	781	1,250
535 00 41 00	Sewer Utilities - Professional Services	5,000	11,942	7,500	27,381	10,000
535 00 42 00	Sewer Utilities - Communications	5,000	6,567	6,000	7,162	7,500
535 00 43 00	Sewer Utilities - Travel	250	-	250	-	250
535 00 44 00	Sewer Utilities - Taxes And Operating Assessments	10,000	7,982	10,000	9,665	10,000
535 00 45 00	Sewer Utilities - Operating Rentals & Leases	1,500	860	1,000	1,843	2,000
535 00 46 00	Sewer Utilities - Insurance	15,000	10,186	17,500	-	13,462
535 00 47 00	Sewer Utilities - Utility Services	5,000	4,749	5,000	6,099	7,500
535 00 47 01	Sewer Utilities - County Treatment	210,000	212,392	316,800	244,226	316,800
535 00 48 00	Sewer Utilities - Repairs & Maintenance	25,000	11,355	20,000	7,274	10,000
535 00 49 00	Sewer Utilities - Miscellaneous	10,000	7,647	10,000	16,353	15,000
591 34 70 00	Debt Repayment - DWSRF Loan Repayment	18,500	18,225	18,500	18,225	18,225
592 34 80 00	Debt Service: Interest - DWSRF Loan Interest	4,000	3,280	4,000	3,007	2,706
597 00 00 34	Transfers-Out - Unemployment Compensation	473	473	67	-	-
597 00 00 35	Transfers-Out - Unemployment Compensation	225	225	49	-	-
SUB-TOTAL EXPENDITURES		\$ 815,698	\$ 828,561	\$ 971,916	\$ 847,117	\$ 1,034,820
594 34 60 01	Capital Expenditures - Abandon Trent Line Dale To Sargent	40,000	36,269	-	-	-
594 34 60 01A	Capital Expenditures - Asphalt Shop Area			7,500	-	-
594 34 60 02	Capital Expenditures - City Hall Elevator	10,000	10,947	-	-	-
594 34 60 03	Capital Expenditures - City Hall Painting	-	-	10,000	-	10,000
594 34 60 04	Capital Expenditures - Dirt Screen	2,500	5,428	-	-	-
594 34 60 05	Capital Expenditures - Generator Installation	16,000	15,800	-	-	-
594 34 60 05A	Capital Expenditures - Water System Plan Update			25,000	1,000	-
594 34 60 06	Capital Expenditures - Grace Waterline Replacement	175,000	175,000	-	-	-
594 34 60 06	Capital Expenditures - Environmental & Design - Cast Replacement			200,000	-	-
594 34 60 07	Capital Expenditures - Lean To At Butler	-	-	9,000	-	-
594 34 60 08	Capital Expenditures - Material Containment Bins At Butler	-	-	2,000	-	2,000
594 34 60 09	Capital Expenditures - Pull Behind Compressor	6,250	5,278	-	-	-
NEW	Capital Expenditures - Water Meter Replacements			-	-	20,000
NEW	Capital Expenditures - Water Structure Improvements			-	-	23,000
NEW	Capital Expenditures - Water Well Improvements			-	-	28,600
594 35 60 01	Capital Expenditures - City Hall Elevator	5,500	6,553	-	-	-
594 35 60 01A	Capital Expenditures - Asphalt Shop Area			7,500	-	-
594 35 60 02	Capital Expenditures - City Hall Painting	-	-	10,000	-	10,000
594 35 60 03	Capital Expenditures - Dirt Screen	2,500	1,939	-	-	-
594 35 60 04	Capital Expenditures - Lean To At Butler	-	-	9,000	-	-

2024 - 2026 DETAILED REVENUES, and EXPENDITURES

BARS	FUND	2024		2025		2026
		Budget	Actual	Budget	Estimated	Budget
594 35 60 05	Capital Expenditures - Material Containment Bins	-	-	2,000	-	2,000
594 35 60 06	Capital Expenditures - Replace Control Panel At Lift Station 3	-	-	20,000	-	-
SUB-TOTAL OTHER DECREASES		257,750	257,214	302,000	1,000	95,600
TOTAL EXPENDITURES / DECREASES		\$ 1,073,448	\$ 1,085,775	\$ 1,273,916	\$ 848,117	\$ 1,130,420
INCREASE / (DECREASE) IN CASH		(210,984)	(205,883)	(325,522)	114,431	111,494

File Attachments for Item:

d. Telecommunications Interlocal Agreement with Broadlinc LLC (Spokane Regional Broadband Development Authority)

AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MILLWOOD AND THE SPOKANE REGIONAL BROADBAND DEVELOPMENT AUTHORITY REGARDING NECESSARY OPEN ACCESS BROADBAND INFRASTRUCTURE, SERVICES DELIVERY ENHANCEMENTS AND DIGITAL EQUITY SOLUTIONS

THIS INTERLOCAL AGREEMENT (this “Agreement”) is entered into this ____ day of _____, 2024-2025 (the “Effective Date”) by and between the **CITY OF MILLWOOD**, ~~a non-charter code city by virtue of the Constitution and the laws of the State of Washington a Washington State municipal corporation~~, having offices for the transaction of business at 9103 E Frederick Ave, Spokane, WA 99206 (as the “CITY”), and the **SPOKANE REGIONAL BROADBAND DEVELOPMENT AUTHORITY BROADLINC**, a quasi-municipal corporation created pursuant to RCW 35.21.730 - .755, having offices for the transaction of business at 1026 W Broadway Ave, Spokane, WA 99201 (as “BROADLINC”), who are hereinafter referred to as the “PARTIES.”

WITNESSETH:

~~WHEREAS, the CITY OF MILLWOOD is a State of Washington first class charter CITY organized and existing under the Constitution and laws of the State of Washington; and~~

~~WHEREAS,~~

WHEREAS, Spokane County, acting through the Board of County Commissioners, approved Resolution 2022-0845 on December 13, 2022, which is attached hereto as **Exhibit A** and incorporated herein by this reference, which created the Spokane Regional Broadband Development Authority to (i) oversee the acquisition of broadband assets/infrastructure, as lead or co-applicant (where most appropriate), on behalf of member cities and towns of Spokane County, (ii) administer broadband assets/infrastructure for shared use and benefit with the participating cities, towns and areas, and (iii) insure necessary broadband infrastructure and services delivery enhancements; and

WHEREAS, Resolution 2022-0845 also adopted BROADLINC’s charter (the “Charter”), which is attached hereto as **Exhibit B** and incorporated herein by this reference, authorized the creation of corporate bylaws, and established a Board of Directors to govern its affairs; and

WHEREAS, the PARTIES recognize the need to promote digital equity and inclusion that aims to ensure all people and communities have skills, technology and capacity needed to reap the full benefits of our digital economy; and

WHEREAS, Resolution 2022-0845 and the Charter anticipate that various cities and towns will enter into interlocal agreements with BROADLINC for the sole purpose of planning, creating

and maintaining regional broadband infrastructure capacity and service delivery expansion to such entities; and

WHEREAS, Chapter 39.34 RCW (the “Interlocal Cooperation Act”) permits local governmental units to make the most efficient use of their powers by enabling them to cooperate on the basis of mutual advantage; and

WHEREAS, it is the desire of the CITY to enter into this Agreement with BROADLINC to assist the CITY in the administration, coordination, implementation, and deployment of broadband infrastructure and access. The purpose of such actions is to encourage, foster, develop, and improve affordable, quality broadband accessibility for underserved, and unserved communities and populations including those where there is demonstrated digital equity needs; as set forth in this Agreement; and

WHEREAS, the PARTIES have entered into this Agreement in consideration of the mutual benefits to be derived and to coordinate their efforts through the structure provided by the Interlocal Cooperation Act.

NOW, THEREFORE, the PARTIES hereby agree as follows:

SECTION NO. 1: PURPOSE

The purpose of this Agreement is to allow BROADLINC to coordinate with the CITY in the development of strategies and plans that encourage, foster, develop, and improve affordable, quality broadband accessibility for underserved, and unserved communities and populations in Spokane County.

SECTION 2: RESPONSIBILITIES OF THE PARTIES

2.1 **CITY’s Responsibilities:** The CITY’s obligations under this Agreement are to: (1) designate a primary point of contact for BROADLINC Executive Director; (2) coordinate the selection for the board position on the BROADLINC board from towns/cities having recorded populations under 50,000, as determined by the most recent US Census, which board membership shall be otherwise governed by BROADLINC’s Charter and bylaws; and (3) inform BROADLINC of broadband and digital equity related activities, including private internet service providers communicating with the City/Town in conjunction with the broadband efforts. The CITY, within its sole discretion, shall determine the appropriate legislative or administrative action to effectuate the foregoing commitments.

2.2 **BROADLINC’s Responsibilities:** BROADLINC’s obligations are based on the responsibilities enumerated in the Resolution 2022-0845, Charter and its bylaws, and include the following:

- a) Oversee assets of BROADLINC. Additionally, and upon mutual written agreement by the PARTIES, the CITY may convey, lease, and/or allow joint use of CITY owned broadband infrastructure to BROADLINC.
- b) Oversee and administer any grant awards in conjunction with other joint applicants and/or subrecipients.
- c) Oversee the Operating Entity for service delivery of Dark Fiber owned by BROADLINC.
- d) Oversee BROADLINC’s budget and ensure Third Party Entities timely receive appropriate revenues.
- e) Pursue ongoing applicable funding, grants, and loans and other customary businesses opportunities for enhanced broadband service delivery in infrastructure enhancement and assurance of Digital Equity and Inclusion.,
- f) Oversee the expansion of BROADLINC though the inclusion of additional participating municipal corporations, public entities, or municipalities (i.e. cities, towns, municipal corporations, public utility districts, quasi-municipal corporations, and special purpose districts) via Interlocal Cooperation Agreement(s).
- g) Lead strategic direction for broadband delivery, infrastructure and enhancing for the region, with the State Broadband Office, Federal units, and private sector integrations.
- h) Participate, as appropriate, in public – private partnerships discussion, such as franchise agreements related to the broadband industry within Spokane County.
- i) BROADLINC shall submit a yearly budget, annual report of actuals and revenue proforma to CITY.

SECTION NO. 3: DURATION

This Agreement shall take effect on the Effective Date and shall continue unless one or all of the PARTIES give notice of termination as provided for in Section 9 of this Agreement, or unless BROADLINC terminates pursuant to Resolution 2022-0845, its Charter or State law

SECTION NO. 4: COMPENSATION

There shall be no direct compensation to or from either party.

SECTION NO. 5: RELATIONSHIP OF THE PARTIES

The PARTIES' relationship is set forth in the Recitals of Spokane County Resolution 2022-0845, which is attached hereto as **Exhibit A**.

SECTION NO. 6: LIABILITY

6.1 BROADLINC hereby agrees to indemnify and hold harmless the CITY, its officers, and employees from any and all claims, actions, causes of action, judgments, or liens occasioned by or arising out of BROADLINC's negligence or BROADLINC's failure to comply with applicable laws in BROADLINC's performance of this Agreement (except for any willful misconduct or negligence of the CITY and except for matters for which the CITY has agreed to indemnify BROADLINC hereunder) and to defend for and on behalf of the CITY, its officers and employees, at its own expense, any such claim or cause of action, and, in the event of recovery thereon, to pay any judgment or lien arising therefrom, including any and all costs as a part thereof.

6.2 The CITY hereby agrees to indemnify and hold harmless BROADLINC, its officers and employees from any and all claims, actions, causes of action, judgments or liens occasioned by or arising out of the CITY's negligence or the CITY's failure to comply with applicable laws in the CITY's performance of this Agreement (except for any willful misconduct or negligence of the CITY and except for matters for which BROADLINC has agreed to indemnify the CITY hereunder), and to defend for and on behalf of BROADLINC, its officers and employees, at its own expense, any such claim or cause of action, and, in the event of recovery thereon, to pay any judgment or lien arising therefrom, including any and all costs as a part thereof.

6.3 As BROADLINC's activities, operations, and assets change, ~~the~~ BROADLINC agrees to acquire and maintain appropriate insurance, including but not limited to public liability insurance and errors and omissions insurance, in an amount as specified by the CITY and approved by the appropriate CITY department sufficient to cover potential claims that may arise from or be related to BROADLINC's projects or activities. BROADLINC agrees to name the CITY as an additional insured on such insurance policies.

6.4 Pursuant to state law, the PARTIES expressly understand and agree that any obligation or liability arising out of and/or incurred by either party by reason of this Agreement, or the carrying out of any activity in connection therewith, shall be satisfied exclusively from the assets and credit of the party incurring such liability or obligation, and no creditor or any other person or entity shall have any recourse to any of the assets, credit, or services of the CITY or Spokane County on account of any debts, obligations, or liabilities of BROADLINC. No member of the Board, other officer, employee or agent of BROADLINC shall be individually and personally liable on any obligation assumed by BROADLINC by this Agreement, nor shall any Board member, other officer, employee or agent be individually and personally liable on any obligation assumed by the CITY by this Agreement.

SECTION NO. 7: NOTICES

All notices shall be in writing and served on the other party either personally or by certified mail, return receipt requested. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

CITY: Mayor or designee
CITY OF MILLWOOD
9103 E Frederick Ave
Spokane, WA 99206

BROADLINC: Executive Director
BROADLINC
4420 East 8th Ave
Spokane Valley, WA 99212

SECTION NO. 8: ANTI-KICKBACK

No officer or employee of either party hereto, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Agreement.

SECTION NO. 9: TERMINATION

Except as otherwise contemplated by Section 3 above, there shall be no specific termination date applicable to this Agreement. However, either party may, solely within its own discretion, terminate this Agreement with one hundred and eighty days’ notice to the non-terminating party.

SECTION NO. 10: MISCELLANEOUS

- A. **NON-WAIVER:** No waiver by either party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.
- B. **HEADINGS:** Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.
- C. **ENTIRE AGREEMENT:** This Agreement contains the entire understanding of the PARTIES. No representation, promises, or agreements not expressed herein have been made to induce either party to sign this Agreement.
- D. **MODIFICATION:** No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- E. **ASSIGNMENT:** This Agreement shall be binding upon the PARTIES, their successors and assigns. Neither party may assign, transfer, or subcontract its interest in this Agreement without the written approval of the other party.

- F. **SEVERABILITY:** In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.
- G. **COMPLIANCE WITH LAWS:** The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.
- H. **NON-DISCRIMINATION:** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, the presence of any sensory, mental or physical disability, or use of a service animal by a disabled person.
- I. **VENUE:** This Agreement shall be under the laws Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.
- J. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.
- H. **UNDEFINED OR CONFLICTING TERMS:** Any capitalized terms that are otherwise undefined herein shall take the meaning assigned in the attached Resolution 2022-0845 or Charter. In the event of a conflict between the terms of this Agreement and Resolution 2022-0845 or the Charter; Resolution 2022-0845 shall control, the Charter shall be second in priority followed by this Agreement.

SECTION NO. 11: RCW 39.34 REQUIRED CLAUSES

- A. **PURPOSE:** See Section No. 1 above.
- B. **DURATION:** See Section No. 3 above.
- C. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** No new or separate legal or administrative entity will be created to administer the provisions of this Agreement.
- D. **RESPONSIBILITIES OF THE PARTIES:** See Section No. 2 above.
- E. **AGREEMENT TO BE FILED:** The CITY shall file this Agreement with its CITY Clerk or place it on its web site or other electronically retrievable public source.
- F. **FINANCING:** To the extent applicable, each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

- G. **TERMINATION:** See Section No. 9 above.
- H. **PROPERTY UPON TERMINATION:** Title to all property acquired by BROADLINC under this Agreement shall remain with BROADLINC, unless otherwise provided for in Ordinance No. 2022-0845 or as otherwise agreed to by the PARTIES.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed as of the Effective Date first written above.

CITY OF MILLWOOD

By: _____
Its: _____

Attest:

Approved as to form:

CITY Clerk

Assistant CITY Attorney

BROADLINC

By: _____
Its: _____

EXHIBIT A

(Resolution 2022-0845)

DRAFT

EXHIBIT B

(PDA Charter)

DRAFT

File Attachments for Item:

e. Interlocal Agreement for Wholesale of Municipal Water to Irvin Water District #6

INTERLOCAL AGREEMENT
BETWEEN:
IRVIN WATER DISTRICT NO. 6 AND THE CITY OF MILLWOOD
FOR:
WATER SYSTEM INTERTIES FOR CONTINUOUS WATER SERVICE

WHEREAS, Irvin Water District No. 6 (hereinafter the “DISTRICT”) is a water sewer district formed under RCW Title 57, which provides municipal and domestic water service to a portion of Spokane Valley, Washington;

WHEREAS, the City of Millwood (hereinafter the “CITY”) owns and operates its own municipal/domestic water service to customers currently within its municipal boundaries;

WHEREAS, both Parties are public water supply purveyors owning and operating water systems that provide potable water for domestic use and fire protection;

WHEREAS, the DISTRICT and the CITY both border each other’s existing service areas, including the service areas as detailed by the current Spokane County Coordinated Water System Plan, last updated June 1999;

WHEREAS, the current Spokane County Coordinated Water System Plan promotes the creation of water system interties between water purveyors to increase the reliability of water service locally;

WHEREAS, the State of Washington Administrative Code (WAC), Chapter 246-290, specifically section 246,290-132, and Revised Code of Washington (RCW) 90.03.383, both deal with establishing interties between public water systems;

WHEREAS, the DISTRICT and the CITY both border each other’s existing service areas, including the service areas as detailed by the current Spokane County Coordinated Water System Plan;

WHEREAS, the DISTRICT has been in an ongoing moratorium for new connections due to exceeding its annual acre feet of its water rights portfolio;

WHEREAS, the DISTRICT and the CITY, currently draw their water from the same source, the Spokane Rathdrum Prairie Aquifer;

WHEREAS, to serve their existing population and continue to provide new connections, the DISTRICT has need of additional water;

WHEREAS, the CITY adopted Ordinance #545 on February 11, 2025, authorizing the CITY to wholesale water to other water purveyors based on contract;

WHEREAS, the DISTRICT and the CITY have an existing Interlocal Agreement for Emergency Water Services dated February 2, 1998, governing an existing intertie at Butler Stret and Trent Ave., which was installed in 1995 and is being relocated to 3131 N. Butler Rd., in accordance with that certain Water Intertie Easement recorded on September 24, 2025, under Spokane County Auditor's Recording No. 7442929;

WHEREAS, the DISTRICT is willing to pay for wholesale water from the CITY as described herein;

WHEREAS, Title 39 RCW Chapter 34 authorizes the Parties to enter Interlocal Agreements;

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, it is agreed between the CITY and DISTRICT as follows:

ARTICLE 1 – UPDATES TO DOH APPROVED WATER SYSTEM COMPREHENSIVE PLAN & CONDITION PRECEDENT

- 1.1. The CITY shall amend its Washington State Department of Health's Water System Comprehensive Plan to do the following:
 - 1.1.1. Reflect the location of any intertie(s) contemplated by this Agreement; and
 - 1.1.2. Designate the entirety of the DISTRICT'S water service area as a new water service area for wholesale water sold by the CITY.
- 1.2. The DISTRICT shall file a new or amend its existing Washington State Department of Health's Water System Comprehensive Plan to do the following:
 - 1.2.1. Reflect the location of any intertie(s) contemplated by this Agreement; and
 - 1.2.2. Reference this Agreement and the CITY's commitment to wholesale water to the DISTRICT.
- 1.3. Both Parties agree to prepare and submit either their Water System Comprehensive Plan or amendment to such existing Water System Comprehensive Plan to the Washington State Department of Health, after the Parties execute this Agreement. Any costs or expense incurred by the CITY in connection with amending its existing Water System Comprehensive Plan to the Washington State Department of Health in relationship to this Agreement shall be paid or reimbursed by the DISTRICT.
- 1.4. Approval of the Parties' Water System Comprehensive Plans by the Washington State Department of Health and construction of the intertie, a chlorination treatment or filtration system on Irvin's side of the intertie, and appurtenances, shall be a condition precedent to the Parties' obligations to sell and purchase wholesale water. Each Party shall notify the other when their respective condition precedent has been satisfied.

ARTICLE 2 – RESPONSIBILITIES OF THE CITY

- 2.1. Subject to the terms of Chapter 13.11 Millwood Municipal Code, the CITY shall make wholesale water service available to the DISTRICT through the intertie(s) contemplated by this Agreement on a continuous basis, except that:
 - 2.1.1. The CITY shall serve the citizens and businesses located within the CITY first and may regulate the flow of water through the intertie to do so; or
 - 2.1.2. In the event of an emergency or whenever the public health, safety, or equitable distribution of water so demands, the Mayor or his/her designee may authorize changes to reduce or limit water delivery, or temporarily discontinue the delivery of water to the DISTRICT; or
 - 2.1.3. In the event of planned improvements or repairs to the CITY's infrastructure, as determined by the CITY, the wholesale water service may be temporarily interrupted for the purpose of making such repairs and improvements.
- 2.2. If the CITY interrupts service under paragraph 2.1 above, the CITY shall promptly notify the DISTRICT as soon as reasonably practicable of the interruption in service; and for planned repairs such notice shall be served in advance of any disruption in service.
- 2.3. Any wholesale water delivered by the CITY through the intertie to the DISTRICT shall be untreated (i.e., non-chlorinated). The CITY shall not be liable to customers of the DISTRICT due to such lack of filtration or treatment.
- 2.4. The CITY shall read the meter and bill the DISTRICT monthly in accordance with the rates as detailed in the attached *Exhibit A*.
- 2.5. The CITY shall permit the DISTRICT to purchase, at a minimum, the amount of wholesale water stated in the attached *Exhibit A* on an annual basis.

ARTICLE 3 – RESPONSIBILITIES OF THE DISTRICT

- 3.1 The DISTRICT shall be responsible for maintaining any filtration or chlorination system on its side of the intertie to ensure that any wholesale water delivered to the DISTRICT's public water system meets the water quality standards necessary for the DISTRICT's domestic customers. Pursuant to Millwood Municipal Code Section 13.11.020(B), the DISTRICT shall indemnify, hold harmless and defend the CITY from any and all claims, liabilities, actions, suits, causes, injuries (whether known or unknown or contemplated), demands, penalties, costs (including reasonable attorney's fees) and judgments of any kind or nature whatsoever against the CITY, and its respective elected and appointed officials, employees, agents ("Claims"), except for Claims that are the direct intentional act of the CITY, its employees, and/or agents.

- 3.2 The DISTRICT may resell the wholesale water to its customers (domestic and commercial, including irrigation), but shall not resell the wholesale water to other municipal purveyors without express written approval from the CITY.
- 3.3 The DISTRICT shall timely pay for the wholesale water it purchases from the CITY, on the basis and rate described in the attached **Exhibit A**. Payments shall be made monthly, within forty-five (45) days of being billed by the CITY. If due to a faulty meter the metered use is incomplete or inaccurate for a monthly billing period, the CITY may bill the DISTRICT for such period based on estimated water use, which shall be based on the CITY's well pumping records, less accounted for use within the CITY's service area, and less the CITY's standard water loss rate. Based upon existing and anticipated future demand, the DISTRICT commits to purchase the minimum quantity of water stated on attached **Exhibit A**; however, the DISTRICT shall not be obligated to use such minimum quantity of wholesale water during any given month.
- 3.4 Upon satisfaction of the condition set forth in paragraph 1.4 above, the DISTRICT shall pay a Capital Improvement payment to the CITY in the amount of \$35,000.
- 3.5 Except as otherwise set forth herein, the DISTRICT shall be responsible for determining when to allow water to flow through the intertie from the CITY to the DISTRICT, subject to the CITY's rights to interrupt service under section 2.1 above.

ARTICLE 4 – JOINT OBLIGATIONS

- 4.1 The CITY and the DISTRICT shall install an intertie at or improve the existing intertie at 3131 N. Butler Rd., within the City of Millwood, as detailed on the attached **Exhibit B**. The intertie shall meet the plans and specifications approved by each Party and the Parties' respective engineers. The intertie shall be metered, with such meter to be owned and maintained by the CITY. Except as provided in the attached **Exhibit B**, each party shall be responsible for maintaining any infrastructure, including but not limited to water mains, on their respective side of the intertie. The Parties shall jointly be responsible for maintaining the intertie; provided, however, the District shall be responsible for all costs and expense associated with maintaining the intertie.
- 4.2 If the DISTRICT contaminates or damages the water system of the CITY, through a direct intentional act of the DISTRICT or a DISTRICT agent, then the DISTRICT shall pay the cost of correcting, removing and eliminating the contamination or damage incurred by the CITY, whether foreseen or unforeseen. Furthermore, the DISTRICT shall indemnify and hold harmless the CITY for injury to persons or property resulting from such contamination or damage. The requirement of an "intentional act" under this provision does not require that the resulting contamination or damage was intended, but rather that the act itself was intentional.
- 4.3 To minimize the possibility of contamination between systems, the Parties agree to provide each other notice of any contamination detected through a water sample as follows: (1) at the time of detection; (2) after the system has been declared free of the contamination; and

(3) at the time any disinfection methods are discontinued. For purposes of this provision, contamination means that a water sample has resulted in a sampling that shows an action level of contamination or concentration exceeding maximum contaminant levels (MCLs) or maximum disinfectant levels (MRDLs) as are set by the Washington State Department of Health or the federal Environmental Protection Agency – depending on which standard governs.

ARTICLE 5 – DURATION

This Interlocal Agreement shall remain in full force and effect, unless: (1) it is terminated or otherwise modified in writing signed by both Parties or (2) it is terminated by the DISTRICT upon thirty (30) days’ notice to the City. The CITY may not unilaterally terminate this Agreement, unless the DISTRICT has found an alternative source of water sufficient to serve its existing connections and the CITY has obtained approval from the Washington State Department of Health to do so.

ARTICLE 6 – ATTORNEY FEES, COSTS, & DISPUTE RESOLUTION

In the event of a dispute between the Parties, the proper jurisdiction and venue shall be Spokane County Superior Court. Neither Party shall commence a Court proceeding without first providing sixty (60) days’ written notice of the dispute and claim to the opposing party. The prevailing party in any court proceeding shall be entitled to recover its reasonable attorney fees and costs, including expert witness fees and those fees and costs incurred on any appeal.

ARTICLE 7 – NOTICES

Any notice to be given under this Agreement may be physically delivered to or mailed via certified mail, return receipt requested to the following addresses:

If to the DISTRICT:

Irvin Water District No. 6
Attn: District Manager
11907 E. Trent Ave. #1
Spokane Valley, WA 99206

If to the CITY:

City of Millwood
Attn: City Mayor
9103 E. Frederick Ave.
Spokane, WA 99206

In the event of an emergency or contamination event, the Parties should seek to first provide notice via email and/or telephone prior to following up with formal written notice to any relevant contacts to provide coordination to form an emergency response.

// SIGNATURES //

CITY OF MILLWOOD:

By: _____ Date: _____
Mayor

CERTIFIED AS TO FORM:

By: _____ Date: _____
CITY CLERK

IRVIN WATER DISTRICT NO. 6:

By: _____ Date: _____
[NAME]: _____
[TITLE]: Board Chair

CERTIFIED AS TO FORM:

By: _____ Date: _____
District Secretary

Exhibit A
Wholesale Water Rates & Billing

1. Minimum and Maximum Commitments

The DISTRICT agrees to purchase from the CITY a minimum of three hundred acre-feet (300 AF/Qa) of water per calendar year. The CITY agrees to permit the DISTRICT to purchase up to a maximum of one thousand acre-feet (1,000 AF/Qa) of water per calendar year. If the DISTRICT purchases 1,000 AF/Qa, the DISTRICT shall have the option to provide notice to the CITY and increase this maximum to one thousand three hundred acre-feet (1,300 AF/Qa); provided however that the CITY shall first confirm that it can meet such new requirement.

2. Consumptive Rate

The DISTRICT shall pay thirty-eight cents (\$0.38) per one hundred (100) cubic feet of water delivered (the “Consumptive Rate”). The amount billed each month for the Consumptive Rate shall be based on the volume delivered during that billing period, prorated as applicable.

3. Capital Contribution Charge

In addition to the Consumptive Rate charge, the DISTRICT shall pay ten cents (\$0.10) per one hundred (100) cubic feet of water delivered. The amount billed each month for the Capital Contribution Charge shall be based on the volume delivered during that billing period, prorated as applicable. The Capital Contribution Charge shall be subject to negotiation and adjustment if the DISTRICT purchases eight hundred acre-feet (800 AF/Qa) of water per calendar year for two (2) consecutive calendar years.

4. Adjustment of Base Rate

The “Base Rate” is the total of the “Consumptive Rate” combined with the “Capital Contribution Charge”. The established Base Rate for this agreement is forty-eight cents (\$0.48) per hundred cubic feet of water delivered. The Base Rate shall be adjusted annually, each January commencing January 1, 2027, using the percent change in the CPI-U West Fuels and Utilities (Table 1, https://www.bls.gov/regions/west/news-release/consumerpriceindex_west.htm), as published by the US Department of Labor, Bureau of Labor Statistics; provided, however, such adjustment shall not reduce the Base Rate.

5. Special Adjustment for Energy Charge

The Base Rate shall be adjusted if the “Energy Charge” for Avista Utilities Rate Schedule 31, Pumping Service – Washington (<https://www.myavista.com/about-us/our-rates-and-tariffs/washington-electric>) increases by greater than 10 percent (10%). Such adjustment shall be the percentage increase of the then-current Base Rate equal to the amount of Energy Charge increase greater than 10 percent (10%). For example, if the “Energy Charge” for Avista Utilities Rate Schedules 31, Pumping Service – Washington increases by 14 percent (14%), the Base Rate shall increase by four percent (4%).

6. Billing and Payment

Bills shall be rendered monthly and are payable within forty-five (45) days of the billing date. Any unpaid balance after the due date shall accrue interest as provided under applicable law or as specified in the wholesale water supply agreement.

7. Annual Minimum Purchase Adjustment

At the end of each calendar year, if the DISTRICT has purchased less than the minimum annual quantity of 300 AF/Qa the CITY shall bill the DISTRICT for the unused portion of the minimum amount (i.e., 300 AF/Qa minus the quantity purchased) at the Consumptive Rate and Capital Contribution Charge. The DISTRICT shall remit payment for this balance within sixty (60) days of the year-end billing.

8. Adjustments and Modifications

Except as otherwise set forth herein, the rates, charges, and purchase quantities established herein may be reviewed and adjusted periodically as mutually agreed upon by both parties in writing. However, the above charges shall be the only applicable charges billed absent such agreement.

9. Effective Date

The rates and requirement to pay are subject to the conditions precedent in the foregoing Interlocal Agreement.

Exhibit B
Description of the Intertie

Location: The intertie is or will be located upon Spokane County Assessor Parcel Number 45056.0413, with the more precise location being within the Easement Area described in that certain Water Intertie Easement recorded under Spokane County Auditor's Recording No. 7442929.

Millwood's Responsibilities to Maintain: The CITY shall maintain all infrastructure on the CITY's side of the meter and shall maintain the meter. Said meter shall be placed just outside of the Easement Area described in that certain Water Intertie Easement recorded under Spokane County Auditor's Recording No. 7442929. Notwithstanding the foregoing, the costs to replace said meter, if faulty, shall be borne by the DISTRICT.

Irvin's Responsibilities to Maintain: The DISTRICT shall maintain all infrastructure on the DISTRICT's side of the meter. Said meter shall be placed just outside of the Easement Area described in that certain Water Intertie Easement recorded under Spokane County Auditor's Recording No. 7442929. Notwithstanding the foregoing, the cost to replace said meter, when faulty, shall be borne by the DISTRICT.

File Attachments for Item:

a. 2024 SAO Audit Report - Councilmembers Beese and Culler

Council Update December 2025

Status of the State Auditor's Office (SAO) Findings:

- Regarding the two audit findings in the State Auditor's Office relating to insufficient controls for City credit cards (2023) and untaxed employee compensation (2017).
- The City has taken steps to address these two audit findings and has supplied information to the relevant parties to reach resolution of the findings during the next SAO audit.
- Pursuant to Resolution 2025-08, approved by the City Council on May 13, 2025, the City council has adopted and put into effect a new credit card control policy to limit access to and enhance oversight of the City credit cards.
- In regard to the untaxed employee compensation finding, the City has provided the IRS with the information we believe sufficient for the SAO to close out this finding during the next audit.

Independent Third Party Assessment:

- An independent third-party assessment was conducted this summer to evaluate and proactively prepare for future SAO activity.
- Resolutions and updates were discussed at council meetings throughout the summer.

Procedural Reform:

- Credit card policy reformed per Resolution 2025-08, approved by the City Council on May 13, 2025
- Monthly finance committee per Ordinance 548, approved by the City Council on September 9, 2025

Hiring of a Treasurer Update:

- The City has hired a new Treasurer whose appointment is pending confirmation at the December regular meeting.

File Attachments for Item:

f. Planning - Amanda Tainio, Upward 7 Consulting



Amanda Tainio, Principal

December 2, 2025

Memo To: Millwood City Council

RE: November 2025 Planning Report

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

- Permit/license/land use application review and processing:
 - 3303 N. Bessie Rd. (MW-2024-0016) – C/O Issuance for ADU & address assignment
 - 10103 E. Empire (MW-2025-0071) – Carport enclosure review
 - 8901 E. South Riverway (MW-2025-0022) – Building permit approval for shoreline retaining wall / bulkhead repair (previously received SDPE from Millwood)
 - 8605 E. South Riverway – Tree removal permit processing / review for SMP compliance & SDPE criteria
 - Misc. zoning reviews / information / other jurisdiction SEPA reviews / staff assistance
- 2026 Periodic Update
 - City Council Meeting on November 12, 2025 at 6:00pm (2026 Comprehensive Plan Periodic Update – Public Hearing w/ 60 Day Review Comment Presentation & Ordinance 2nd Reading / Adoption)
 - Coordination w/ Spokane County on the Comprehensive Plan Climate Change & Resiliency Element
 - Adopted Comprehensive Plan Ordinance Exhibit A completion & distribution / 10 day Commerce notification
 - Planning Commission & City Council 12/9/25 Joint Meeting – Planning Commission Meeting Cancellations Notice
 - WA State RCO Self-Certification Form for Comprehensive Plan (Parks and Recreation Planning Document Approval for Grant Applications)
 - Coordination w/ Department of Ecology on Draft Critical Areas Ordinance (CAO) / preliminary review
 - Prep for 12/9/25 Joint Planning Commission & City Council Meeting - Introduction to Development Regulations Update Requirements Presentation
 - Community / agency engagement & webpage updates

With best regards,

Amanda Tainio

Millwood Contract City Planner

planner@millwoodwa.us