



**REGULAR MEETING AGENDA
MILLWOOD CITY COUNCIL**

Tuesday, January 10, 2023 at 6:00 PM

www.youtube.com/@cityofmillwood

- 1. Call to Order & Pledge of Allegiance**
- 2. Roll Call**
- 3. Approval of Meeting Agenda** *Move to approve the agenda as presented*
- 4. Agency Reports/Presentations**
 - 4.a Fire Department Monthly Report
 - 4.b Spokane Valley Fire Department - Levy Presentation

5. Public Comments Received

In accordance with the requirements of the Washington State Open Public Meetings Act (OPMA) the City accepts written comments concerning meeting agenda items that are proposed for final action by the City Council (“Action Items”). Written public comments may be submitted 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) directly submitted at City Hall. Prior to this meeting, all received comments are distributed to the City Council, Mayor, and City Staff for review and consideration.

6. Executive Session (if necessary)

7. Action Items

- 7.a Consent Agenda
 - [City Council Minutes 12.13.22 with comments.pdf](#)
 - [December 2022 TR.pdf](#)
 - [December 2022 Claims.pdf](#)
 - [December 2022 Payroll.pdf](#)
- 7.b Ordinance #536 - Amendments to Title 17 Zoning Regulations Move to approve Ordinance #536 as presented
 - [Draft Ordinance 536 - Zoning \(with definitions\).docx](#)

- 7.c Motion Consideration - Interlocal Agreement with Spokane Valley for Building Plan Review and Inspections
Move to approve the Interlocal Agreement as presented.
[Millwood Permitting Interlocal 1-3-23.pdf](#)

8. Reports (no action)

- 8.a Public Works Report January 2023
[Public Works Report 1.2023.docx](#)

8.b City Clerk/Planning/Code Enforcement

8.c Legal

8.d Mayor

9. Council Information (*no action or discussion*)

- 9.a Sheriff's Report November
[Sheriff's Report
November.pdf](#)

10. Public Remarks

An opportunity for citizens to address the Council, either in-person or by submitting their remarks to remarks@millwoodwa.us. We ask that in-person speakers limit themselves to two minutes and follow the Citizen Participation Guidelines Policy as posted on the City of Millwood website.

11. Council Remarks

12. Announcements

13. Set Next Meeting

14. Adjournment

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 10, 2023

SUBMITTED BY: Christina Janssen, City Clerk

ITEM TYPE: Report

AGENDA SECTION: Agency Reports/Presentations

SUBJECT: Fire Department Monthly Report

SUGGESTED ACTION:

ATTACHMENTS:

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 10, 2023

SUBMITTED BY: Christina Janssen, City Clerk

ITEM TYPE: Information Item

AGENDA SECTION: Agency Reports/Presentations

SUBJECT: Spokane Valley Fire Department - Levy Presentation

SUGGESTED ACTION:

ATTACHMENTS:

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 10, 2023
SUBMITTED BY: Christina Janssen, City Clerk
ITEM TYPE: Minutes
AGENDA SECTION: Action Items
SUBJECT: Consent Agenda

SUGGESTED ACTION:

ATTACHMENTS:

[City Council Minutes 12.13.22 with comments.pdf](#)
[December 2022 TR.pdf](#)
[December 2022 Claims.pdf](#)
[December 2022 Payroll.pdf](#)

CITY OF MILLWOOD

City Council Minutes

Tuesday, December 13, 2022

1. **Call to Order & Pledge of Allegiance**

Mayor Freeman called the City Council Meeting to order at 6:00pm.

2. **Roll Call**

Council members present Shaun Culler, Dan Sander, and Kelly Stravens. Shawna Beese and Andy Van Hees attended the meeting via conference call.

3. **Approval of Meeting Agenda**

Moved by Kelly Stravens; seconded by Dan Sander to approve as presented.

Motion Passed: 5 - 0

Voting For: Andy Van Hees, Dan Sander, Shaun Culler, Shawna Beese, Kelly Stravens

Voting Against: None

4. **Agency Reports/Presentations**

Chief Frank Soto presented the Fire Department report for November 2022

5. **Public Comments Received**

No public comments were received

7. **Action Items**

8.a **Consent Agenda**

The Consent Agenda consisted of the following:

November 2022 Treasurers Report, Payroll & Claims Vouchers

City Council Regular Meeting Minutes 11.8.2022

City Council Special Meeting Minutes 11.15.2022

Moved by Dan Sander; seconded by Kelly Stravens to approve the consent agenda as presented.

Motion Passed: 5- 0

Voting For: Andy Van Hees, Dan Sander, Shaun Culler, Shawna Beese, Kelly Stravens

Voting Against: None

8.b **Public Hearing - 2023 Budget (Ordinance #535)**

Ms. Matkin presented the final 2023 budget. The Public Hearing was opened at 6:18 pm.

There was no public comment, and the hearing was closed at 6:19 pm.

Moved by Dan Sander; seconded by Andy Van Hees to approve Ordinance #535 - 2023 budget as presented.

Motion Passed: 5- 0 passed with a Council quorum plus 1.

Voting For: Andy Van Hees, Dan Sander, Shaun Culler, Shawna Beese, Kelly Stravens

Voting Against: None

- 8.c **Ordinance #534** - Amendments to the 2022 Budget
Ms. Matkin presented the amendments to the 2022 budget.

Moved by Kelly Stravens; seconded by Shaun Culler to approve Ordinance #534 2022 budget amendments as presented.

Motion Passed: 5- 0

Voting For: Andy Van Hees, Dan Sander, Shaun Culler, Shawna Beese, Kelly Stravens

Voting Against: None

- 8.d **Resolution 2022-13 - VEBA**
Resolution required to be passed each year for employee enrollment in the VEBA program

Moved by Shaun Culler; seconded by Kelly Stravens to approve Resolution 2022-13 VEBA employee enrollment as presented.

Motion Passed: 5- 0

Voting For: Andy Van Hees, Dan Sander, Shaun Culler, Shawna Beese, Kelly Stravens

Voting Against: None

- 8.e **Resolution 2022-14 - Utility Rate Structure**
Ms. Matkin explained the increase in sewer fees to account for an increase in treatment cost by Spokane County.

Moved by Kelly Stravens; seconded by Dan Sander to approve Resolution 2022-14 increase in sewer rate structure as presented.

Motion Passed: 5- 0

Voting For: Andy Van Hees, Dan Sander, Shaun Culler, Shawna Beese, Kelly Stravens

Voting Against: None

9. Reports (*no action*)

- 9.a Public Works
- 9.b Treasurer
- 9.c Clerk, Planning, & Code Enforcement
- 9.d Legal
- 9.e Mayor

CITY OF MILLWOOD

City Council Minutes

Tuesday, December 13, 2022

10. **Council Information** (*no action or discussion*)

10.a Sheriff's Report October

11. **Public Remarks**

Michael Ellis 3101 N. Fowler commented on an ongoing outdoor lighting code violation affecting his property. (Written comment attached)

12. **Council Remarks**

13. **Executive Session**

The City Council convened to executive session pursuant to RCW 42.30.110(1) (i) to discuss pending litigation with legal counsel for 10 minutes, unless otherwise extended by further announcement. The Executive Session began at 7:00pm and was extended 10 minutes; ending at 7:20pm. No action was taken by the City Council upon conclusion of the Executive Session.

14. **Announcements**

15. **Set Next Meeting** - *January 10th, 2023 @ 6:00 pm*

16. **Adjournment**

Moved by Shaun Culler; seconded by Kelly Stravens to adjourn at 7:22 pm.

Motion Passed: 4 - 0

Voting For: Dan Sander, Shaun Culler, Shawna Beese, Kelly Stravens. Andy Van Hees was excused from the meeting after the vote on Resolution 2022-14.

Voting Against: None

Approved:

Attest:

Kevin Freeman, Mayor

Christina Janssen, City Clerk

Residential Lighting Code Violation 3109 N Fowler Rd

This lighting code violation has affected my use of my property for more than a year. I am unable to use my property due to high intensity light, unable to have windows open in summer, and the inside of my house is illuminated. It is hard to sleep, and my anxiety level is high. I am seeking resolution of this violation, so that I control the lighting on my property. Thus far it has been 133 days since the violation request was submitted. I have contacted Code enforcement; I have been in emails and photos with Mayor. To date no enforcement of Residential Lighting Code, to resolve the lighting of my property has occurred

Michael Ellis

3101 N Fowler Rd.

TREASURER'S REPORT

Fund Totals

City Of Millwood

12/01/2022 To: 12/31/2022

Time: 09:40:40 Date: 01/05/2023

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Fund	Previous Balance	Revenue	Expenditures	Ending Balance	Claims Clearing	Payroll Clearing	Outstanding Deposits	Adjusted Ending Balance
001 General Fund	2,180,705.33	237,723.94	151,612.32	2,266,816.95	110,153.07	63,953.98	-237.50	2,440,686.50
098 Local Fiscal Recovery Fund	0.00	0.00	1,379.65	-1,379.65	1,379.65	0.00	0.00	0.00
099 Unemployment Compensation	46,228.00	0.00		46,228.00	0.00	0.00	0.00	46,228.00
101 Street Fund	0.00	157,575.34	157,575.34	0.00	0.00	0.00	0.00	0.00
301 Capital Projects Fund	343,746.74	888.53		344,635.27	0.00	0.00	0.00	344,635.27
302 Special Capital Projects Fund	348,127.52	888.52		349,016.04	0.00	0.00	0.00	349,016.04
401 Utility Fund	936,036.44	60,770.93	66,502.11	930,305.26	69,532.28	21,638.01	-3,047.80	1,018,427.75
	<u>3,854,844.03</u>	<u>457,847.26</u>	<u>377,069.42</u>	<u>3,935,621.87</u>	<u>181,065.00</u>	<u>85,591.99</u>	<u>-3,285.30</u>	<u>4,198,993.56</u>

TREASURER'S REPORT

Account Totals

City Of Millwood

12/01/2022 To: 12/31/2022

Time: 09:40:40 Date: 01/05/2023

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Cash Accounts		Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
5	2064-Banner Checking	662,475.36	304,228.39	223,952.84	742,750.91	-2,810.30	266,656.99	1,006,597.60
6	1726-Banner Money Market	1,606,607.54	27.29	0.00	1,606,634.83	0.00	0.00	1,606,634.83
8	3411-Banner Dedicated	25,367.84	0.00	0.00	25,367.84	0.00	0.00	25,367.84
10	1753 - US Bank Safekeeping	63,021.84	475.00	0.00	63,496.84	-475.00	0.00	63,021.84
Total Cash:		2,357,472.58	304,730.68	223,952.84	2,438,250.42	-3,285.30	266,656.99	2,701,622.11
Investment Accounts		Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
9	0373-US Bank Investment	1,497,371.45	0.00	0.00	1,497,371.45	0.00	0.00	1,497,371.45
Total Investments:		1,497,371.45	0.00	0.00	1,497,371.45	0.00	0.00	1,497,371.45
		3,854,844.03	304,730.68	223,952.84	3,935,621.87	-3,285.30	266,656.99	4,198,993.56

TREASURER'S REPORT
Fund Investments By Account

City Of Millwood

12/01/2022 To: 12/31/2022

Time: 09:40:40 Date: 01/05/2023
Page: 3

Fund Totals:	Previous Balance	Purchases	Interest	Total Investments	Liquidated	Ending Balance
001 000 General Fund	750,000.00					750,000.00
101 000 Street Fund	70,000.00					70,000.00
401 000 Water Fund	677,371.45					677,371.45
9 - 0373-US Bank Investment	1,497,371.45	0.00	0.00			1,497,371.45
	1,497,371.45	0.00	0.00			1,497,371.45

TREASURER'S REPORT
Fund Investment Totals

City Of Millwood

12/01/2022 To: 12/31/2022

Time: 09:40:40 Date: 01/05/2023

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Fund Totals:	Previous Balance	Purchases	Interest	Ttl Investments	Liquidated	Investment Bal	Available Cash
001 General Fund	774,326.90					774,326.90	1,492,490.05
098 Local Fiscal Recovery Fund						0.00	-1,379.65
099 Unemployment Compensation						0.00	46,228.00
101 Street Fund	76,570.35					76,570.35	-76,570.35
301 Capital Projects Fund						0.00	344,635.27
302 Special Capital Projects Fund						0.00	349,016.04
401 Utility Fund	694,951.65					694,951.65	235,353.61
	<u>1,545,848.90</u>					<u>1,545,848.90</u>	<u>2,389,772.97</u>

Ending fund balance (Page 1) - Investment balance = Available cash. 3,935,621.87

TREASURER'S REPORT

Outstanding Vouchers

12/01/2022 To: 12/31/2022

As Of: 12/31/2022 Date: 01/05/2023

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City Of Millwood

Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
2022	2915	12/31/2022	Payroll	5	EFT	Department of Retirement	17,664.57	Pay Cycle(s) 12/31/2022 To 12/31/2022 - PERS 2; Pay Cycle(s) 12/31/2022 To 12/31/2022 - Deferred Comp
2022	2916	12/31/2022	Payroll	5	EFT	EFTPS	13,982.73	941 Deposit for Pay Cycle(s) 12/01/2022 - 12/31/2022
2022	2926	12/31/2022	Payroll	5	EFT	WA State Labor & Industries	3,361.46	4TH Quarter L&I: 10/01/2022 - 12/31/2022
2022	2901	12/31/2022	Payroll	5	EFT	Matthew James Erdahl	3,639.89	December 2022
2022	2902	12/31/2022	Payroll	5	EFT	Kevin M Freeman	708.96	December 2022
2022	2907	12/31/2022	Payroll	5	EFT	Deborah Ann Matkin	5,815.91	December 2022
2021	133	01/29/2021	Payroll	5	9795	Roberta L Beese	35.03	January 2021
2021	368	02/26/2021	Payroll	5	9838	Roberta L Beese	35.03	February 2021
2021	376	02/26/2021	Payroll	5	9840	Kristine M Major	23.09	February 2021
2021	660	03/31/2021	Payroll	5	9926	Roberta L Beese	35.03	March 2021
2021	906	04/30/2021	Payroll	5	9990	Roberta L Beese	35.03	April 2021
2021	1141	05/28/2021	Payroll	5	10063	Roberta L Beese	35.03	May 2021
2021	1505	07/12/2021	Claims	5	10159	Danielle Norman	118.60	040600.00 - 8923 E GRACE
2021	1633	07/30/2021	Payroll	5	10190	Roberta L Beese	35.03	July 2021
2021	1841	08/31/2021	Payroll	5	10224	Roberta L Beese	35.03	August 2021
2021	2097	09/30/2021	Payroll	5	10322	Roberta L Beese	35.03	September 2021
2021	2328	10/29/2021	Payroll	5	10393	Roberta L Beese	35.03	October 2021
2021	2561	11/30/2021	Payroll	5	10453	Roberta L Beese	35.03	November 2021
2021	2764	12/28/2021	Claims	5	10506	Sean D. Blackburn	58.00	077000.00 - 9626 E DALTON
2021	2787	12/31/2021	Payroll	5	10507	Roberta L Beese	35.03	December 2021
2022	152	01/31/2022	Payroll	5	10574	Roberta L Beese	35.03	January 2021
2022	392	02/28/2022	Payroll	5	10639	Roberta L Beese	35.03	February 2022
2022	620	03/31/2022	Payroll	5	10697	Roberta L Beese	35.03	March 2022
2022	876	04/30/2022	Payroll	5	10760	Roberta L Beese	108.91	April 2022
2022	987	05/05/2022	Claims	5	10809	Gregory & Celestine Kuntz	88.03	00760100 - 8928 E SOUTH RIVERWAY
2022	1126	05/20/2022	Claims	5	10827	Limelyte Technology Group, Inc.	50.00	April 2022 Hosting
2022	1433	06/30/2022	Payroll	5	10895	Roberta L Beese	48.88	June 2022
2022	1916	08/31/2022	Payroll	5	11018	Roberta L Beese	11.94	August 2022
2022	2402	10/31/2022	Payroll	5	11126	Shawna Beese	69.26	October 2022
2022	2481	10/31/2022	Claims	5	11160	State Auditor's Office	754.65	
2022	2634	11/30/2022	Payroll	5	11170	Shawna Beese	69.26	November 2022
2022	2653	11/30/2022	Payroll	5	11177	Savannah Wu	36.94	November 2022
2022	2708	11/30/2022	Claims	5	11199	Montgomery Hardware	388.20	

TREASURER'S REPORT

Outstanding Vouchers

12/01/2022 To: 12/31/2022

As Of: 12/31/2022 Date: 01/05/2023

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City Of Millwood

Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
2022	2727	11/30/2022	Claims	5	11218	Springbrook Holding Company LLC	18,783.38	
2022	2733	11/30/2022	Claims	5	11224	Welch-Comer	27,663.30	
2022	2734	11/30/2022	Claims	5	11225	Witherspoon Brajcich McPhee, PLLC	8,627.91	
2022	2808	12/19/2022	Claims	5	11238	Limelyte Technology Group, Inc.	50.00	
2022	2811	12/19/2022	Claims	5	11241	Rhodes Crane & Rigging, Inc.	1,379.65	
2022	2812	12/19/2022	Claims	5	11242	Spokane County District Court	2,151.63	
2022	2814	12/19/2022	Claims	5	11244	Verizon Wireless	455.47	
2022	2868	12/30/2022	Claims	5	11246	Anatek Labs, Inc.	140.00	
2022	2869	12/30/2022	Claims	5	11247	Banner Bank - 9659	1,053.83	
2022	2870	12/30/2022	Claims	5	11248	Comcast	1,116.34	
2022	2871	12/30/2022	Claims	5	11249	Community Forestry Consultants	9,822.78	
2022	2872	12/30/2022	Claims	5	11250	Copiers Northwest, Inc.	519.83	
2022	2873	12/30/2022	Claims	5	11251	DataPro Solutions, Inc.	550.30	Annual Renewal of DELL Software Contract and PaperVision Support Contract
2022	2874	12/30/2022	Claims	5	11252	Free Press Publishing, Inc.	1.91	
2022	2875	12/30/2022	Claims	5	11253	Intermax Networks	270.20	
2022	2876	12/30/2022	Claims	5	11254	Montgomery Hardware	65.70	
2022	2877	12/30/2022	Claims	5	11255	NAPA Auto Parts	84.30	
2022	2878	12/30/2022	Claims	5	11256	National Barricade	63.16	
2022	2879	12/30/2022	Claims	5	11257	North 40 Outfitters	185.67	
2022	2880	12/30/2022	Claims	5	11258	Scotty's Tire & Automotive	2,154.35	
2022	2881	12/30/2022	Claims	5	11259	Summit Hydraulics	250.70	
2022	2882	12/30/2022	Claims	5	11260	Wilbur - Ellis Company	5,261.67	
2022	2897	12/31/2022	Payroll	5	11261	Shawna Beese	69.26	December 2022
2022	2898	12/31/2022	Payroll	5	11262	Alexander BH Brannin	23.09	December 2022
2022	2905	12/31/2022	Payroll	5	11263	Colleen A Kirsten	23.09	December 2022
2022	2906	12/31/2022	Payroll	5	11264	Kristine M Major	23.09	December 2022
2022	2909	12/31/2022	Payroll	5	11265	Annette T Oakes	23.09	December 2022
2022	2917	12/31/2022	Payroll	5	11266	HRA VEBA Trust Contributions	800.00	Pay Cycle(s) 12/31/2022 To 12/31/2022 - VEBA
2022	2927	12/31/2022	Claims	5	11267	Avista Utilities	7,248.48	
2022	2928	12/31/2022	Claims	5	11268	BDI - Spokane	54.12	
2022	2929	12/31/2022	Claims	5	11269	Camtek, Inc	212.36	City Hall Cameras
2022	2930	12/31/2022	Claims	5	11270	Comcast	235.47	
2022	2931	12/31/2022	Claims	5	11271	Montgomery Hardware	13.54	
2022	2932	12/31/2022	Claims	5	11272	NAPA Auto Parts	201.18	
2022	2933	12/31/2022	Claims	5	11273	North 40 Outfitters	237.68	
2022	2934	12/31/2022	Claims	5	11274	ODB Company	3,276.30	Leaf Vac Hose
2022	2935	12/31/2022	Claims	5	11275	Spokane County Environmental Service	12,122.43	

TREASURER'S REPORT

Outstanding Vouchers

12/01/2022 To: 12/31/2022

As Of: 12/31/2022 Date: 01/05/2023

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City Of Millwood

Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
2022	2936	12/31/2022	Claims	5	11276	WA Cities Insurance Authority	64,543.00	2023 Liability & Program Assessments
2022	2937	12/31/2022	Claims	5	11277	Welch-Comer	6,436.73	
2022	2938	12/31/2022	Claims	5	11278	Witherspoon Brajcich McPhee, PLLC	4,374.15	
							266,656.99	
2022	2883	12/22/2022	Tr Rec	10		U.S. Bank	475.00	Bond Dividend
							475.00	
Receipts Outstanding:							475.00	
							266,656.99	

Fund	Claims	Payroll	Total
001 General Fund	110,153.07	63,953.98	174,107.05
098 Local Fiscal Recovery Fund	1,379.65	0.00	1,379.65
401 Utility Fund	69,532.28	21,638.01	91,170.29
	181,065.00	85,591.99	266,656.99

TREASURER'S REPORT

Signature Page

City Of Millwood

12/01/2022 To: 12/31/2022

Time: 09:40:40 Date: 01/05/2023

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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: Deborah Matkin 01/05/2023 Signed: _____
City Treasurer / Date Elected Representative / Date

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

CHECK REGISTER

City Of Millwood

Time: 09:39:18 Date: 01/05/2023

12/01/2022 To: 12/31/2022

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2669	12/05/2022	Claims	5	EFT	Xpress Billpay	259.61	November 2022 Online Transaction Fees
2743	12/05/2022	Claims	5	EFT	Paymentech, LLC	312.73	November 2022 CC Transaction Fees
2855	12/28/2022	Claims	5	EFT	Banner Bank - 4257	2,075.90	November 2022
2856	12/28/2022	Claims	5	EFT	Banner Bank - 7761	251.26	
2857	12/28/2022	Claims	5	EFT	Banner Bank - 7779	1,259.44	
2858	12/28/2022	Claims	5	EFT	Banner Bank - 9392	1,128.26	
2895	12/30/2022	Claims	5	EFT	Banner Bank - 4051	352.28	
2797	12/19/2022	Claims	5	11227	AT&T Mobility	78.39	
2798	12/19/2022	Claims	5	11228	Anatek Labs, Inc.	70.00	
2799	12/19/2022	Claims	5	11229	Central Pre-Mix Conctete Co.	613.65	
2800	12/19/2022	Claims	5	11230	CenturyLink	117.74	
2801	12/19/2022	Claims	5	11231	City of Millwood	697.17	november 2022
2802	12/19/2022	Claims	5	11232	Complete Office	22.24	
2803	12/19/2022	Claims	5	11233	Core & Main LP	1,982.25	
2804	12/19/2022	Claims	5	11234	DataPro Solutions, Inc.	326.70	
2805	12/19/2022	Claims	5	11235	Fish Window Cleaning	299.00	
2806	12/19/2022	Claims	5	11236	Intermax Networks	135.04	
2807	12/19/2022	Claims	5	11237	Les Schwab	52.57	
2808	12/19/2022	Claims	5	11238	Limelyte Technology Group, Inc.	50.00	
2809	12/19/2022	Claims	5	11239	North 40 Outfitters	255.83	
2810	12/19/2022	Claims	5	11240	Oxarc	12.71	
2811	12/19/2022	Claims	5	11241	Rhodes Crane & Rigging, Inc.	1,379.65	
2812	12/19/2022	Claims	5	11242	Spokane County District Court	2,151.63	
2813	12/19/2022	Claims	5	11243	Spokane County Treasurer - PW	887.84	
2814	12/19/2022	Claims	5	11244	Verizon Wireless	455.47	
2815	12/19/2022	Claims	5	11245	Wilbur - Ellis Company	3,496.01	
2868	12/30/2022	Claims	5	11246	Anatek Labs, Inc.	140.00	
2869	12/30/2022	Claims	5	11247	Banner Bank - 9659	1,053.83	
2870	12/30/2022	Claims	5	11248	Comcast	1,116.34	
2871	12/30/2022	Claims	5	11249	Community Forestry Consultants	9,822.78	
2872	12/30/2022	Claims	5	11250	Copiers Northwest, Inc.	519.83	
2873	12/30/2022	Claims	5	11251	DataPro Solutions, Inc.	550.30	Annual Renewal of DELL Software Contract and PaperVision Support Contract
2874	12/30/2022	Claims	5	11252	Free Press Publishing, Inc.	1.91	
2875	12/30/2022	Claims	5	11253	Intermax Networks	270.20	
2876	12/30/2022	Claims	5	11254	Montgomery Hardware	65.70	
2877	12/30/2022	Claims	5	11255	NAPA Auto Parts	84.30	
2878	12/30/2022	Claims	5	11256	National Barricade	63.16	
2879	12/30/2022	Claims	5	11257	North 40 Outfitters	185.67	
2880	12/30/2022	Claims	5	11258	Scotty's Tire & Automotive	2,154.35	
2881	12/30/2022	Claims	5	11259	Summit Hydraulics	250.70	
2882	12/30/2022	Claims	5	11260	Wilbur - Ellis Company	5,261.67	
2927	12/31/2022	Claims	5	11267	Avista Utilities	7,248.48	
2928	12/31/2022	Claims	5	11268	BDI - Spokane	54.12	
2929	12/31/2022	Claims	5	11269	Camtek, Inc	212.36	City Hall Cameras
2930	12/31/2022	Claims	5	11270	Comcast	235.47	
2931	12/31/2022	Claims	5	11271	Montgomery Hardware	13.54	
2932	12/31/2022	Claims	5	11272	NAPA Auto Parts	201.18	
2933	12/31/2022	Claims	5	11273	North 40 Outfitters	237.68	
2934	12/31/2022	Claims	5	11274	ODB Company	3,276.30	Leaf Vac Hose
2935	12/31/2022	Claims	5	11275	Spokane County Environmental Service	12,122.43	
2936	12/31/2022	Claims	5	11276	WA Cities Insurance Authority	64,543.00	2023 Liability & Program Assessments

CHECK REGISTER

City Of Millwood

Time: 09:39:18 Date: 01/05/2023

12/01/2022 To: 12/31/2022

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2937	12/31/2022	Claims	5	11277	Welch-Comer	6,436.73	
2938	12/31/2022	Claims	5	11278	Witherspoon Brajcich McPhee, PLLC	4,374.15	
						92,975.80	
						1,379.65	
						44,864.10	
						<u>139,219.55</u>	Claims: 139,219.55

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 Deborah Matkin Date: 01/05/2023

() Elected Representative _____ Date: _____

() Elected Representative _____ Date: _____

() Elected Representative _____ Date: _____

CHECK REGISTER

City Of Millwood

Time: 11:58:57 Date: 01/03/2023

12/31/2022 To: 12/31/2022

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
2896	12/31/2022	Payroll	5	EFT		5,401.72	December 2022
2899	12/31/2022	Payroll	5	EFT		2,505.83	December 2022
2900	12/31/2022	Payroll	5	EFT		69.26	December 2022
2901	12/31/2022	Payroll	5	EFT		3,639.89	December 2022
2902	12/31/2022	Payroll	5	EFT		708.96	December 2022
2903	12/31/2022	Payroll	5	EFT		3,653.98	December 2022
2904	12/31/2022	Payroll	5	EFT		6,057.83	December 2022
2907	12/31/2022	Payroll	5	EFT		5,815.91	December 2022
2908	12/31/2022	Payroll	5	EFT		3,286.26	December 2022
2910	12/31/2022	Payroll	5	EFT		69.26	December 2022
2911	12/31/2022	Payroll	5	EFT		4,674.27	December 2022
2912	12/31/2022	Payroll	5	EFT		69.26	December 2022
2913	12/31/2022	Payroll	5	EFT		69.26	December 2022
2914	12/31/2022	Payroll	5	EFT	AWC Employee Benefits Trust	12,741.22	Pay Cycle(s) 12/31/2022 To 12/31/2022 - Asuris; Pay Cycle(s) 12/31/2022 To 12/31/2022 - Kaiser; Pay Cycle(s) 12/31/2022 To 12/31/2022 - Dental; Pay Cycle(s) 12/31/2022 To 12/31/2022 - Vision; Pay Cycl
2915	12/31/2022	Payroll	5	EFT	Department of Retirement	17,664.57	Pay Cycle(s) 12/31/2022 To 12/31/2022 - PERS 2; Pay Cycle(s) 12/31/2022 To 12/31/2022 - Deferred Comp
2916	12/31/2022	Payroll	5	EFT	EFTPS	13,982.73	941 Deposit for Pay Cycle(s) 12/01/2022 - 12/31/2022
2926	12/31/2022	Payroll	5	EFT	WA State Labor & Industries	3,361.46	4TH Quarter L&I: 10/01/2022 - 12/31/2022
2897	12/31/2022	Payroll	5	11261		69.26	December 2022
2898	12/31/2022	Payroll	5	11262		23.09	December 2022
2905	12/31/2022	Payroll	5	11263		23.09	December 2022
2906	12/31/2022	Payroll	5	11264		23.09	December 2022
2909	12/31/2022	Payroll	5	11265		23.09	December 2022
2917	12/31/2022	Payroll	5	11266	HRA VEBA Trust Contributions	800.00	Pay Cycle(s) 12/31/2022 To 12/31/2022 - VEBA
						63,095.28	
						21,638.01	
						84,733.29	Payroll: 84,733.29

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: _____

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 10, 2023

SUBMITTED BY: Christina Janssen, Planning/Code Enforcement

ITEM TYPE: Ordinance

AGENDA SECTION: Action Items

SUBJECT: Ordinance #536 - Amendments to Title 17 Zoning Regulations

SUGGESTED ACTION: Move to approve Ordinance #536 as presented

ATTACHMENTS:
[Draft Ordinance 536 - Zoning \(with definitions\).docx](#)

AN ORDINANCE OF THE CITY OF MILLWOOD, WASHINGTON, AMENDING MILLWOOD MUNICIPAL CODE TITLE 17, ZONING, TO INCLUDE DEFINITIONS; AND PROVIDING FOR OTHER MATTERS RELATED THERETO

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

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

WHEREAS, on June 14, 2022, the Council approved Ordinance No. 527, amending the zoning regulations for land within the City limits, which such regulations are codified in Title 17 of the Millwood Municipal Code (the “MMC”); and

WHEREAS, Ordinance 527 inadvertently omitted definitions necessary for Title 17 MMC; and

WHEREAS, the Council finds it is in the best interest of the City to amend Title 17 MMC to include such definitions;

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

Section 1. Amendment of Title 17 Millwood Municipal Code. Title 17 of the Millwood Municipal Code is hereby amended as follows (deleted language ~~stricken~~, added language double-underlined):

APPENDIX A - DEFINITIONS

For the purpose of this title, certain words and terms are defined as set out in this section. Words used in the present tense include the future; words in the singular include the plural and words in the plural number include the singular. Words not defined in this section shall be construed as defined in Title 1 or Title 15 of this code, if defined therein.

In the event of a conflict between the two titles, Title 17 of this code shall prevail.

"Accessory use or building" means a subordinate use or building customarily incident to and located upon the same lot occupied by the main use or building, such as a private garage.

"Adult arcade" means a commercial establishment containing individual viewing areas or booths, where, for any form of consideration, including a membership fee, one or more still or motion picture projectors, slide projectors or other similar image producing machines are used to show films, motion pictures, video cassettes, slides, or other visual representations that are distinguished or characterized by a predominant emphasis on matters depicting, describing, or simulating any specified sexual activities or any specified anatomical areas.

"Adult retail store" means a commercial establishment such as a bookstore, video store, clothing store, or novelty shop which as one of its principal business purposes offers for sale or rent, for any form of consideration, any one or more of the following:

1. Books, magazines, periodicals or other printed materials, or photographs, films, motion pictures, video cassettes, slides, or other visual representations that are distinguished or characterized by a predominant emphasis on matters depicting, describing, or simulating any specified sexual activity or any specified anatomical areas; or

2. Instruments, devices, clothing, or paraphernalia designed for use in connection with any specified sexual activities.

"Adult cabaret" means a nightclub, bar, restaurant, tavern, or other similar commercial establishment, whether or not alcoholic beverages are served, that regularly features adult entertainment.

"Adult entertainment" means and includes any of the following:

1. Any exhibition, performance or dance conducted in an adult entertainment facility where such exhibition, performance or dance is distinguished or characterized by a predominant emphasis

on matters depicting, describing or simulating any specified sexual activities or any specified anatomical areas; or

2. Any exhibition, performance or dance intended to sexually stimulate any patron and conducted in an adult entertainment facility where such exhibition, performance or dance is performed for, arranged with, or engaged in with fewer than all patrons in the adult entertainment facility at that time, with separate consideration paid, either directly or indirectly, for such performance, exhibition or dance. For purposes of example and not limitation, such exhibitions, performances or dances are commonly referred to as table dancing, couch dancing, taxi dancing, lap dancing, private dancing or straddle dancing.

"Adult entertainment facilities" means a commercial establishment defined as an adult arcade, adult cabaret, adult motel, adult motion picture theater, adult retail store, or other adult entertainment facility.

"Adult motel" means a hotel, motel, or similar commercial establishment which:

1. Offers sleeping accommodations to the public for any form of consideration and provides patrons with closed-circuit television transmissions, films, motion pictures, videos cassettes, slides or other visual representations that are distinguished or characterized by a predominant emphasis on matters depicting, describing, or simulating any specified sexual activities or any specified anatomical areas and that has a sign visible from the public right-of-way that advertises the availability of this type of sexually oriented materials; or

2. Offers a sleeping room for rent for a rental fee period of time that is less than ten hours;
or

3. Allows a tenant or occupant of a sleeping room to sub-rent the room for a period of time that is less than ten hours.

"Adult motion picture theater" means a commercial establishment where, for any form of consideration, motion pictures, films, video cassettes, slides, or other similar visual representations are regularly shown that are distinguished or characterized by a predominant emphasis on matters depicting, describing or simulating any specified sexual activities or any specified anatomical areas.

"Alley" means a vehicular right-of-way not over twenty (20) feet in width.

"Antenna" means any system of poles, panels, rods, reflecting discs or similar devices used for the transmission or reception of radiofrequency signals.

- A. Omni-directional antenna is an antenna that sends or receives signals equally in all directions
- B. Directional antenna (also known as a "panel" antenna) transmits and receives radiofrequency signals in a specific directional pattern of less than three hundred sixty (360) degrees.
- C. Parabolic antenna (also known as a dish antenna) is a bowl-shaped device for the reception and/or transmission of radiofrequency communications signals in a specific directional pattern.

"Apartment house" means any building or portion thereof that contains three or more dwelling units and may also include residential condominiums.

"Auto camp" means any plot of ground where accommodation is provided for two or more families of motorists or travelers to establish temporary or semipermanent residences in tents, automobile trailers, house cars, recreational vehicles or other portable or temporary habitations.

"Auto court" means any multiple-family dwelling or groups of dwellings which are designed or intended for the temporary or semipermanent residence of motorists or travelers.

"Average grade level" means the average of the natural or existing topography of the portion of the lot, parcel, or tract of real property which will be directly under the proposed building or structure. Calculation of the average grade level shall be made by averaging the ground elevations at the midpoint of all exterior walls of the proposed building or structure.

"Battery charging station" means an electrical component assembly or cluster of component assemblies designed specifically to charge batteries within electric vehicles, which meet or exceed any standards, codes, and regulations set forth by RCW Ch. 19.28, as amended, and consistent with rules adopted under RCW § 19.27.540, as amended.

"Battery exchange station" means a fully automated facility that will enable an electric vehicle with a swappable battery to enter a drive lane and exchange the depleted battery with a fully charged battery through a fully automated process, which meets or exceeds any standards, codes, and regulations set forth by RCW Ch. 19.28, as amended, and consistent with rules adopted under RCW § 19.27.540, as amended.

"Billboard" means a permanent sign erected, maintained or used in the outdoor environment for the purpose of the display of commercial or noncommercial messages not appurtenant to the use of, products sold on, or the sale or lease of, the property on which it is displayed.

"Camouflage/conceal" means to disguise by using vegetation or other surface textures and colors; to place out of the public view.

"Changeable sign" means a sign with the capability of content change by means of manual or electrical activation, including signs which are:

- A. "Electrically activated." Changeable sign whose message copy or content can be changed electrically by means of switching combinations of alphabetic or pictographic components arranged on a display surface. Illumination may be integral to the components, such as characterized by lamps or other light-emitting devices; or it may be from an external light source designed to reflect off the changeable component display.
- B. "Manually activated." Changeable sign whose message copy or content can be changed manually.

"Charging level" means the electrical force, or voltage, at which an electric vehicle's battery is recharged. Levels 1, 2, and 3 are the most common electric vehicle charging levels, and include the following specifications:

- A. Level 1 is considered slow charging requiring a fifteen (15) or twenty (20) amp breaker on a 120-volt AC circuit and standard outlet.
- B. Level 2 is considered medium charging requiring a forty (40) amp to one hundred (100) amp breaker on a 208- or 240-volt AC circuit.
- C. Level 3 is considered rapid charging requiring a sixty (60) amp or higher dedicated breaker on a 480-volt or higher three-phase circuit with special grounding equipment. Level 3 charging uses an off-board charger to provide the AC to DC conversion, delivering DC directly to the car battery.

"Co-location" exists when more than one wireless communications provider mounts equipment on a single support structure.

"Condominium" means real property, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions. Real property is not a condominium unless the undivided interests in the common elements are vested in unit owners, and unless a declaration and survey map and plans have been recorded pursuant to chapter 64.34 RCW

"Development" means an improvement of a site or structure excluding normal maintenance and repair when the original floor area is increased more than thirty (30) percent; when more than fifty (50) percent of the original building area is replaced; or when over fifty (50) percent of the facade is changed.

"Electric vehicle" means any vehicle that operates, either partially or exclusively, on electrical energy from the grid, or an off-board source, that is stored on-board for motive purpose. "Electric vehicle" includes:

- A. Battery electric vehicle (BEV). Any vehicle that operates exclusively on electrical energy from an off-board source, that is stored in the vehicle's batteries, and produces zero tailpipe emissions or pollution when stationary or operating;
- B. Plug-in hybrid electric vehicle (PHEV). An electric vehicle that (1) contains an internal combustion engine and also allows power to be delivered to drive wheels by an electric motor; (2) charges its battery primarily by connecting to the grid or other off-board electrical source; (3) may additionally be able to sustain battery charge using an on-board internal-combustion-driven generator; and (4) has the ability to travel powered by electricity.

C. Neighborhood electric vehicle. A self-propelled, electrically powered four-wheeled motor vehicle whose speed attainable in one mile is more than twenty (20) miles per hour and not more than twenty-five (25) miles per hour and conforms to federal regulations under Title 49 C.F.R. Part 571.500; and

D. Medium-speed electric vehicle. A self-propelled, electrically powered four-wheeled motor vehicle, equipped with a roll cage or crush-proof body design, whose speed attainable in one mile is more than twenty-five (25) miles per hour but not more than thirty-five (35) miles per hour and otherwise meets or exceeds the federal regulations set forth in 49 C.F.R. Sec. 571.500.

E. Provisions may also be made for facilities to support "Electric scooters and motorcycles"—Any two- or three-wheel vehicle that operates exclusively on electrical energy from an off-board source that is stored in the vehicle's batteries and produces zero emissions or pollution when stationary or operating.

"Electric vehicle charging station" means a public or private parking space located together with a battery charging station which permits the transfer of electric energy (by conductive or inductive means) to a battery or other storage device in an electric vehicle.

"Electric vehicle infrastructure" means structures, machinery, and equipment necessary and integral to support an electric vehicle, including battery charging stations, rapid charging stations, and battery exchange stations.

"Enclosure" means a room, cabinet or building used to house equipment for utility or service providers.

"Essential public facility" means the essential public facilities (EPFs) of a state and regional nature, and has the meaning as defined in the Millwood comprehensive plan and these facilities shall be conditional uses in the zones in which they are allowed. The planning commission shall designate the most appropriate zones for each facility determined to be an EPF that is not listed in this title. Before issuance of a conditional use permit for an EPF, the applicant shall have complied with all applicable requirements for the siting of an essential public facility in accordance with state, regional and local mandates, including the Spokane County regional siting process for essential public facilities.

"Expressive dance" means any dance which, when considered in the context of the entire performance, constitutes an expression of art, theme, story or ideas, but excluding any dance such as, but not limited to, common barroom type dancing which, when considered in the context of the entire performance, is presented primarily as a means of displaying nudity as a sales device or for the other commercial exploitation without substantial expression of theme, story or ideas, and the conduct appeals to the prurient interest, depict sexual conduct in a patently offensive way and lacks serious literary, artistic, political or scientific value.

"Family" means any number of individuals related by blood or marriage or not more than five unrelated individuals living together in a single-dwelling unit.

"Farmers market" means a market in which farmers and growers sell produce directly to consumers on a seasonal basis. Secondarily, the farmers market may also include prepared food, crafts and other goods handmade by the vendor.

"Flanking street" means a yard extending from the front yard to the rear yard except in the case of a corner lot when the side yard on the flanking street shall extend to the rear property line.

"Front property line" means the front line as shown upon the official plats of the property.

"Front yard" means an open unoccupied space on the same lot with a building, between the front line of the building and the front property line.

"Garage" means a building or portion of a building in which a motor vehicle containing flammable or combustible liquids or gas in its tank is stored, repaired or kept.

"Group homes, group-care homes":

"Group-care homes, Class I" means state-licensed foster homes for children, (not including nursing homes), homes for handicapped and the mentally ill, and homes for those with developmental disabilities. Group-care homes, Class I are sub-classified as follows:

1. Group-care homes, Class I-A. A maximum of six residents and two resident staff;
2. Group-care homes, Class I-B. A maximum of twelve (12) residents and resident staff;

3. Group-care homes, Class I-C. A maximum of twenty (20) residents and four resident staff.

"Group-care homes, Class II" means state-licensed group-care homes for juvenile delinquents, halfway houses providing residence in lieu of institutional sentencing, halfway houses providing residence to those needing correctional institutionalization, and residential rehabilitation centers for current abusers of alcohol and drugs. Group-care homes, Class II, are sub-classified as follows:

1. Group-care homes, Class II-A. A maximum of six residents and two resident staff;
2. Group-care homes, Class II-B. A maximum of ten residents and two resident staff;
3. Group-care homes, Class II-C. A maximum of twenty (20) residents and four resident staff.

"Height," for the purpose of this chapter, is measured from average grade level to the highest point of a structure except that television antennas, chimneys and similar appurtenances shall not be used in calculating height.

"Illuminated sign" means a sign characterized by the use of artificial light, either projecting through its surface(s) (internally illuminated), including neon signs; or reflecting off its surface(s) (externally illuminated).

"Impervious" means ground surfaces and coverings composed of water-impenetrable materials such as asphalt, concrete, brick, stone or rooftops.

"Improved street" means a public street, highway or avenue in the city which has been dedicated and open to public use and which has been improved with asphalt or concrete.

"Local essential public facilities (LEPFs)" mean those facilities providing a needed public service affecting or potentially affecting only residents and/or property within the jurisdiction in which they are located such as elementary schools, fire stations, and municipal parks. LEPFs shall be permitted through the conditional use process, if it is determined that they will have a negative impact on the health, safety, and public welfare inside of or outside of the municipal boundaries. The impact determination shall be based upon the review of an environmental checklist as required by the State Environmental Policy Act.

"Lot" means land legally subdivided under the laws of the state of Washington and the city of Millwood.

"Low-intensity commercial" means the provision of those goods and services needed by residents. Those commercial and service establishments which because of their character contribute to, rather than detract from, the quality of residential use.

"Manufactured home" means a single-family residence constructed after June 15, 1976 and in accordance with state and federal requirements for manufactured homes.

"Manufactured/mobile home" means either a manufactured home or a mobile home.

"Manufactured/mobile home park" means a parcel under single ownership developed in such a way as to meet the requirements under this code allowing for the placement of two or more individual manufactured homes, mobile homes or recreational vehicles on a lease or rental basis.

"Marijuana" means marijuana as defined in RCW § 69.50.101, as may be amended.

"Marijuana processor" means marijuana processor as defined in RCW § 69.50.101, as may be amended. A marijuana processor shall be licensed in accordance with and at all times be in compliance with all applicable laws, including but not limited to RCW Ch. 69.50 and chapter 314-55 WAC.

"Marijuana producer" means marijuana producer as defined in RCW § 69.50.101, as may be amended. A marijuana producer shall be licensed in accordance with and at all times be in compliance with all applicable laws, including but not limited to RCW Ch. 69.50 and chapter 314-55 WAC.

"Marijuana-infused products" means marijuana-infused [products] as defined in RCW § 69.50.101, as may be amended.

"Marijuana retailer" means marijuana retailer as defined in RCW § 69.50.101, as may be amended. A marijuana retailer shall be licensed in accordance with and at all times be in compliance with all applicable laws, including but not limited to RCW Ch. 69.50 and chapter 314-55 WAC.

"Millwood approved manufactured home" means a manufactured home as defined in this section which:

1. Is comprised of at least two fully enclosed parallel sections each of which is not less than fourteen (14) feet wide by forty (40) feet long;
2. Was originally constructed with and now has a composition of wood shake or shingle, coated metal, or similar roof of nominal 3:12 pitch; and
3. Has exterior siding similar in appearance to siding materials commonly used on conventional site-built uniform building code single-family residences.

"Mixed-use development" means a group of densely configured structures planned and developed as a single entity and containing within and/or among them a variety of complementary, integrated, and/or supporting uses. The group as a whole must achieve physical and functional integration.

"Mixed-use structure" means a single structure containing at least two complementary, integrated, and/or mutually supporting uses. The structure must achieve physical and functional integration within itself.

"Mobile home" means a single-family residence transportable in one or more sections that are eight feet or more in width and thirty-two (32) feet or more in length, built on a permanent chassis, designed to be used as a permanent dwelling and constructed before June 15, 1976.

"Modular home" means a structure constructed in a factory in accordance with the uniform building code and bearing the appropriate insignia indicating such compliance. This definition includes "prefabricated," "panelized" and "factory-built" units.

"Multifamily dwelling" or "apartment house" means a building arranged to be occupied by more than two families and having separate baths and kitchens.

"New manufactured home" means any manufactured home required to be titled under RCW Title 46, which has not been previously titled to a retail purchaser, and is not a "used mobile home" as defined in RCW 82.45.032(2).

"Other adult entertainment facilities" means any commercial establishment not defined herein where adult entertainment or sexually oriented materials is regularly conducted, displayed, or available in any form, for any type of consideration, including places of business which employ, contract with, lease or let space to those massage operators who are not licensed by the state of Washington. Provided however, that the following public institutions shall not be considered adult entertainment facilities: library, school, university, or other public educational or scientific establishment. In addition, a commercial establishment that offers access to telecommunications networks as a principal business purpose shall not be considered an adult entertainment facility unless the access it provides is for the primary purpose of displaying or presenting visual images that are distinguished or characterized by a predominant emphasis on matters depicting, describing, or simulating any specified sexual activities or any specified anatomical areas.

"Parcel" means land legally subdivided under the laws of the state of Washington and the city of Millwood.

"Permanent sign" means any sign which is not a temporary sign and which is not exempted as defined in this chapter.

"Person" means any individual, firm, corporation, association, partnership, consortium, joint venture, commercial entity, and governmental entity.

"Political sign" means a temporary sign intended to advance a political statement, cause or candidate for office. A legally permitted billboard shall not be considered to be a political sign.

"Portable sign" means any sign not permanently attached to the ground or to a building or building surface.

"Public Utility" means a regulated public or private enterprise with an exclusive franchise for providing public service paid for directly by the recipient of that service.

"Public Utility Transmission Facility" means any building, structure, or device which transfers directly to the public the service or supply provided by a public utility, including telephone, electric, gas, cable television, water and sewer, and all other facilities, equipment and structures necessary for conducting a local distribution service by a government or public entity.

"Real estate sign" means a temporary sign advertising the sale, lease or rental of the property or premises upon which it is located.

"Rear property line" means the property line of a lot most nearly parallel to the front property line of the same lot.

"Rear yard" means an open unoccupied space on the same lot with a building between the rear line of the building and the rear line of the lot.

"Related wireless communications equipment" means all equipment ancillary to the transmission and reception of voice and data via radio frequencies. Such equipment may include, but is not limited to, cable, conduit, and connectors.

"Risk potential land uses" mean those risk potential activities or facilities in existence at the time a site is listed for consideration. Risk potential activity or facility means an activity or facility that provides a higher incidence of risk to the public from persons conditionally released from a special commitment center. The following are risk potential land uses:

1. Public libraries;
2. Public parks;
3. Publicly dedicated trails;
4. Sports fields;
5. Playgrounds;
6. Recreational and community centers;
7. Public or private schools;
8. School bus stops;
9. Licensed day care and licensed preschool facilities;
10. Places of worship such as churches, mosques, synagogues and temples; and
11. Any other risk potential land use identified in siting criteria by the department of health and social services with respect to siting a SCTF.

"Secure community transition facilities (SCTFs)" mean those residential facilities as defined in RCW § 71.09.020. A SCTF shall be sited, maintained and operated in accordance with local regulations and in accordance with RCW Ch. 71.09.

"Sexually oriented materials" means any books, magazines, periodicals or other printed materials, or any photographs, films, motion pictures, video cassettes, slides, or other visual representations that are distinguished or characterized by a predominant emphasis on matters depicting, describing, or simulating any specified sexual activities or any specified anatomical areas.

"Shared parking" means parking spaces where two or more uses on the same or separate sites are able to share the same parking spaces. Parking spaces must be located on the site of the use or in parking areas whose closest point is within four hundred (400) feet of the site.

"Side yard" means an open unoccupied space on the same lot with a building, between the side wall line of the building and the side line of the same lot.

"Sign" means any structure, graphic, symbol, words, letters or object used to convey a message or attract the attention of the general public, wherever located and however constructed or affixed if visible from a public street or right-of-way.

"Single-family dwelling" means a structure arranged or designed to be occupied by not more than one family. Single-family dwelling does not include tents, trailers, recreational vehicles, campers or other temporary structures.

"Special or periodic event" means an event which occurs once (special, for example a music performance event) or on a regular schedule (periodic, for example a weekly farmers market) not more frequently than once each week.

"Specified anatomical areas" means and includes any of the following:

1. The human male genitals in a discernibly turgid state, even if completely and opaquely covered; or

2. Less than completely and opaquely covered human genitals, pubic region, anus, buttocks, or female breast below the top of the areola.

"Specified sexual activity" means and includes any of the following:

1. The caressing, fondling, or other erotic touching of human genitals, pubic region, buttocks, anus, or female breasts; or
2. Sex acts, normal or perverted, actual or simulated, including intercourse, oral copulation, or sodomy; or
3. Masturbation, actual or simulated; or
4. Excretory function as part of, or in connection with, any of the sexual activities specified in this definition.

"Stealth facility/concealed antennas" means any communication facility which is designed to blend into the surrounding environment. Examples of stealth facilities may include architecturally screened roof-mounted antennas, building-mounted antennas painted to match the existing structure, antennas integrated into architectural elements, and antenna structures designed to look like light poles.

"Story" has the meaning as defined in the adopted building code of the city.

"Temporary sign" means a sign intended to display either commercial or noncommercial messages of a transitory or temporary nature, including real estate signs, special event signs and portable signs.

"Trailer park" means any plot of ground where accommodation is provided for two or more families to establish temporary or semipermanent residences in automobile trailers, house cars, recreational vehicles or other portable or temporary habitations, whether the wheels have been removed from such portable habitation or not.

"Trent Frontage" means that the minimum parcel width is equal to the parcel frontage on Trent Avenue and that Trent Avenue is the primary access to the parcel.

"Two-family dwelling" or "duplex" means a building arranged to be occupied by two families and having separate baths and kitchens.

"Usable marijuana" means usable marijuana as defined in RCW § 69.50.101, as may be amended.

"Warehouse" means a structure in which more than fifty (50) percent of the ground floor area is utilized for the storage of products, which is not the office or showroom area of the building.

"Window sign" means a sign affixed to the surface of a window with its message intended to be visible to and readable from the public way or from adjacent property.

"Within line of sight" means that it is possible to reasonably visually distinguish and recognize individuals.

"Wireless communication facility" means an unstaffed facility for the transmission and reception of low-power radio signals consisting of an equipment shelter or cabinet, a support structure, antennas, and related equipment. Two types of wireless communication facilities include:

- A. **"Type I facility"** means an attached wireless communication facility which consists of antennas equal to or less than four feet in height and with an area of not more than four hundred eighty (480) square inches in the aggregate (e.g., one foot diameter parabola or two foot by one and one-half foot panel) as viewed from any one point. The permitted antenna height includes the wireless communication facility support structure.
- B. **"Type II facility"** means an attached wireless communication facility which consists of antennas equal to or less than fifteen (15) feet in height or a parabolic antenna up to one meter (39.37 inches) in diameter and with an area not more than one hundred (100) square feet in the aggregate as viewed from any one point.

"Wireless communication support structure" means the structure erected to support wireless communication antennas and connecting appurtenances. Support structure types include, but are not limited to, stanchions, monopoles, lattice towers, wood poles or guyed towers.

"Wireless telecommunication tower" means a structure such as a self-supporting tower, a guyed tower, or a monopole, which supports antennas and may include accessory facilities necessary for equipment storage and unmanned operations.

"Yard" means that portion of a lot regulated by setbacks and designed as open space as regulated in this title.

Section 2. Repeal. Except as otherwise set forth in this Ordinance No. 536, all ordinances, resolutions, laws, and regulations, or parts thereof in conflict with this ordinance are, to the extent of said conflict, hereby repealed.

Section 3. 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.

Section 4. Effective Date. This ordinance shall be in full force and effect from and after its adoption and five (5) days after its publication or a publication of a summary of this ordinance in the official newspaper of the City.

PASSED BY THE COUNCIL OF THE CITY OF MILLWOOD THIS 10TH DAY OF JANUARY 2023.

 KEVIN FREEMAN, MAYOR

Attest:

 Christina Janssen, City Clerk

STATE OF WASHINGTON)
):
 County of Spokane)

Christina Janssen, being first duly sworn on oath deposes and says: I am the City Clerk of the City of Millwood, Washington, and the foregoing ordinance entitled “AN ORDINANCE OF THE CITY OF MILLWOOD, WASHINGTON, AMENDING MILLWOOD MUNICIPAL CODE TITLE 17, ZONING, TO INLCUDE DEFINITIONS, AND PROVIDING FOR OTHER MATTERS RELATED THERETO” is the true and correct original copy of the City of Millwood’s Ordinance numbered ___ and that the same was posted and published according to law.

 Christina Janssen

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 20____.

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

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 10, 2023

SUBMITTED BY: Christina Janssen, City Clerk

ITEM TYPE: Contract

AGENDA SECTION: Action Items

SUBJECT: Motion Consideration - Interlocal Agreement with Spokane Valley for Building Plan Review and Inspections

SUGGESTED ACTION: Move to approve the Interlocal Agreement as presented.

ATTACHMENTS:
[Millwood Permitting Interlocal 1-3-23.pdf](#)

**INTERLOCAL AGREEMENT FOR BUILDING PLAN REVIEW AND PLANNING SERVICES
BETWEEN THE CITY OF MILLWOOD AND THE CITY OF SPOKANE VALLEY**

THIS AGREEMENT, made and entered into by and between the **City of Millwood**, a municipal corporation of the State of Washington, and the **City of Spokane Valley**, a municipal corporation of the State of Washington, hereinafter referred to as "Spokane Valley," jointly hereinafter referred to as the "Parties." Millwood and Spokane Valley agree as follows:

SECTION NO. 1: RECITALS AND FINDINGS

A. Cities may contract with each other to perform certain functions which each may legally perform under chapter 39.34 RCW (Interlocal Cooperation Act); and

B. Millwood has adopted and enforces the Washington State Building Code pursuant to chapter 19.27 RCW within its jurisdictional boundaries; and

C. Spokane Valley has a building division staffed by trained personnel that regularly review permit applications and plans for compliance with the Washington State Building Code; and

D. Millwood has a need for building plan review services to supplement their plan review program and Spokane Valley currently has the ability to provide these services without negative impacts to its program or service level; and

E. Spokane Valley has a need for occasional planning services, and Millwood has the ability to provide such services depending upon current availability of their own staff; and

F. This Agreement is entered into for the benefit of the Parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.

SECTION NO. 2: DEFINITIONS

A. Agreement: "Agreement" means this Interlocal Agreement between Millwood and Spokane Valley regarding building plan review services.

B. Services: "Services" means those services identified in this Agreement.

C. Compensation: "Compensation" means the amount of money which the Parties will collect for providing Services as identified in this Agreement.

D. Uncontrollable Circumstances: "Uncontrollable Circumstances" means the following events: riots, wars, civil disturbances, insurrections, acts of terrorism, external fires and floods, volcanic eruptions, lightning, pandemic, or earthquakes at or near where the Services are performed and/or that directly affect provision of such Services.

SECTION NO. 3: PURPOSE

The purpose of this Agreement is to establish the terms and conditions of the Parties with respect to provision of the building plan review and permitting services by Spokane Valley to Millwood, and planning services by Millwood to Spokane Valley. It is the intent of the Parties that Services will be provided consistent with Millwood's strong-mayor form of government pursuant to RCW Title 35, and with Spokane Valley's council-manager form of government pursuant to RCW Title 35A.

SECTION NO. 4: DURATION/WITHDRAWAL

This Agreement shall commence on January 1, 2023 and run until one of the Parties provides notice pursuant to Section 9. Any Party may withdraw at any time from this Agreement for any reason whatsoever upon a minimum of 60 days' advance written notice.

SECTION NO. 5: SPOKANE VALLEY'S RESPONSIBILITIES

Spokane Valley shall conduct plan reviews of building permit applications and perform building permit inspections for compliance with the Washington State Building Code, as currently adopted or subsequently amended, on behalf of Millwood using Spokane Valley staff.

A. Spokane Valley agrees to utilize a certified plans examiner and/or certified building inspector to conduct reviews.

B. Plan reviews of building permit applications shall be conducted as generally set forth in Exhibit A to this Agreement.

C. Unless previously agreed to by both Parties, the building permit plan review will be completed with written comments returned to the permit applicant in 10 working days or less for applications reviewed subject to the current International Residential Code (IRC), and 20 working days or less for applications reviewed subject to the current International Building Code (IBC). Notwithstanding the above, plan review times may be adjusted by written agreement of both Parties.

D. Following submission of a compliant building plan application to Spokane Valley by the applicant, Spokane Valley will issue the applicant a building permit. This permit will be identified in such a way that Millwood may access, track, and review the permit inspection status in the Spokane Valley permitting system.

E. Spokane Valley will furnish all applicable building inspections associated with the permit. These inspections include commercial and residential building structures, re-roofing, mechanical/HVAC, and plumbing.

F. Once the applicant has received final approval for all appropriate inspected elements, Spokane Valley will note the permit as "complete" within the Spokane Valley permitting system.

SECTION NO. 6: MILLWOOD'S RESPONSIBILITIES

A. Millwood will direct building permit applicants to Spokane Valley only after review and approval of a site plan by Millwood.

B. Millwood is responsible for all road approach, water, and sewer permits associated with the application.

C. Millwood will issue a Certificate of Occupancy to the applicant when the permit is noted as "complete" within the Spokane Valley permitting system.

D. Millwood shall provide occasional planning services to Spokane Valley when requested, so long as Millwood has trained staff for such services, and subject to work capacity of Millwood's trained planner(s).

Unless previously agreed to by both Parties, any planning services provided pursuant to this Agreement shall be completed with any written comments returned to Spokane Valley within 10 working days. Notwithstanding the foregoing, planning services time frames may be adjusted by written agreement of both Parties.

SECTION NO 7: COST OF SERVICES AND PAYMENTS

A. Spokane Valley services. Spokane Valley shall charge applicable building plan review and permitting fees pursuant to its currently-adopted Master Fee Schedule B – Building Fees, attached as Exhibit B to this Agreement and as may be amended by Spokane Valley. Permit applicants shall be responsible for remitting payment of permitting fees directly to the City of Spokane Valley.

Millwood shall annually pay for a Spokane Valley permit software single-user license.

B. Millwood services. Millwood shall charge Spokane Valley the hourly rate of \$65.00 for planning services provided pursuant to this Agreement. This amount may be modified annually by the Parties to reflect actual cost of services.

C. The Parties recognize that it is not always possible for either Party to timely discover errors in payment. The Parties further recognize that there must be some finality to addressing such errors. Accordingly, the Parties agree that both Parties are precluded from challenging any errors in payment if the matter is not drawn in writing to the other Party's attention within 30 calendar days of the last invoice of the calendar year. Errors raised within this time frame that are not mutually resolved shall be subject to the Dispute Resolution pursuant to Section 17 unless otherwise agreed.

SECTION NO. 8: RELATED RESPONSIBILITIES IN CONJUNCTION WITH PROVIDING SERVICES

A Spokane Valley representative shall make reasonable efforts to meet upon request by Millwood's Mayor or his/her designee to discuss any Service provided under the terms of this Agreement.

SECTION NO. 9: NOTICE

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to Spokane Valley or Millwood at the address set forth below for such Party, or at such other address as either Party shall from time-to-time designate by notice in writing to the other Party:

CITY OF SPOKANE VALLEY:

City of Spokane Valley City Manager
or his/her authorized representative
10210 East Sprague Avenue
Spokane Valley, Washington 99206

CITY OF MILLWOOD:

City of Millwood Mayor
or his/her authorized representative
9103 East Frederick Avenue
Millwood, Washington 99206

SECTION NO. 10: ASSIGNMENT

No Party may assign in whole or part its interest in this Agreement without the written approval of the other Party.

SECTION NO. 11: EMPLOYEES OF EACH PARTY

Spokane Valley shall appoint, hire, assign, retain, and discipline all employees performing Spokane Valley Services under this Agreement. Millwood shall appoint, hire, assign, retain, and discipline all employees performing Millwood Services under this Agreement.

SECTION NO. 12: LIABILITY

A. Spokane Valley shall indemnify and hold harmless Millwood and its officers, agents, and employees from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any alleged negligent act or omission of Spokane Valley, its officers, agents, and employees, relating to or arising out of performing Services pursuant to this Agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against Millwood, Spokane Valley shall defend the same at its sole cost and expense; provided that Millwood reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against Millwood, and its officers, agents, and employees, or jointly against Millwood and Spokane Valley and their respective officers, agents, and employees, Spokane Valley shall satisfy the same.

B. Millwood shall indemnify and hold harmless Spokane Valley and its officers, agents, and employees from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any alleged negligent act or omission of Spokane Valley, its officers, agents, and employees relating to or arising out of performing Services pursuant to this Agreement. In the event that any suit based upon such claim, action, loss, or damages is brought against Spokane Valley, Millwood shall defend the same at its sole cost and expense; provided that Spokane Valley reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against Spokane Valley, and its officers, agents, and employees, or jointly against Spokane Valley and Millwood and their respective officers, agents, and employees, Millwood shall satisfy the same.

C. If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

D. Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

E. Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

F. The foregoing indemnity is specifically intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, chapter 51 RCW, respecting the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. The Parties acknowledge that these provisions

were specifically negotiated and agreed upon by them.

G. Spokane Valley and Millwood agree to either self-insure or purchase liability policies covering the matters contained in this Agreement with coverages of not less than \$3,000,000 per occurrence with \$3,000,000 aggregate limits including professional liability and auto liability coverages.

SECTION NO. 13: RELATIONSHIP OF THE PARTIES

The Parties intend that an independent contractor relationship will be created by this Agreement. Spokane Valley shall be an independent contractor and not the agent or employee of Millwood and that Millwood is interested only in the results to be achieved and that the right to control the particular manner, method, and means in which the services are performed is solely within the discretion of Spokane Valley. Any and all employees who provide Services to Millwood under this Agreement shall be deemed employees solely of Spokane Valley. Spokane Valley shall be solely responsible for the conduct and actions of all employees under this Agreement and any liability that may attach thereto. Likewise, no agent, employee, servant, or representative of the Millwood shall be deemed to be an employee, agent, servant, or representative of Spokane Valley for any purpose.

SECTION NO. 14: MODIFICATION

This Agreement may be modified in writing by mutual written agreement of the Parties. Proposals for modification shall be submitted to the other Party at least 60 days before the end of this Agreement.

SECTION NO. 15: PROPERTY AND EQUIPMENT

The ownership of all property and equipment utilized in conjunction with providing the Services shall remain with the original owner, unless otherwise specifically and mutually agreed to by the Parties to this Agreement. For the purpose of this section, the terminology "owner" means that Party which paid the full purchase price for the property or equipment.

SECTION NO. 16: ALL WRITINGS CONTAINED HEREIN/BINDING EFFECT

This Agreement contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the Parties unless such change or addition is in writing, executed by the Parties.

This Agreement shall be binding upon the Parties hereto, their successors and assigns.

SECTION NO. 17: DISPUTE RESOLUTION

Any dispute between the Parties which cannot be resolved between the Parties shall be subject to arbitration. Except as provided for to the contrary herein, such dispute shall first be reduced to writing and considered by Spokane Valley's City Manager and Millwood's Mayor. If Spokane Valley's City Manager and Millwood's Mayor cannot resolve the dispute it will be submitted to arbitration. The provisions of chapter 7.04A RCW shall be applicable to any arbitration proceeding.

Spokane Valley and Millwood shall have the right to designate one person each to act as an arbitrator. The two selected arbitrators shall then jointly select a third arbitrator. The selection of arbitrators shall commence within 30 calendar days of the running of the 30 calendar days' time frame. The decision of the arbitration panel shall be binding on the Parties and shall be subject to judicial review as provided for

in chapter 7.04A RCW.

The costs of the arbitration panel shall be equally split between the Parties. Each Party shall be responsible for its own costs in preparing and presenting its case.

SECTION NO. 18: VENUE STIPULATION

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each Party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

SECTION NO. 19: SEVERABILITY

The Parties agree that if any part, term, or provision of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall not be affected in regard to the remainder of this Agreement. If it should appear that any part, term, or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term, or provision thereof that may be in conflict shall be deemed inoperative, null, and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.

SECTION NO. 20: RECORDS

All public records prepared, owned, used, or retained by Spokane Valley in conjunction with providing Services under the terms of this Agreement shall be deemed Millwood property and shall be made available to Millwood upon request by Millwood's Mayor subject to the attorney-client and attorney work product privileges set forth in statute, court rule, or case law. Spokane Valley will notify Millwood of any record request made pursuant to chapter 42.56 RCW for copies or viewing of such records as well as Spokane Valley's response thereto.

SECTION NO. 21: HEADINGS

The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit, or extend the scope or intent of the sections to which they pertain.

SECTION NO. 22: UNCONTROLLABLE CIRCUMSTANCES/IMPOSSIBILITY

A delay or interruption in or failure of performance of all or any part of this Agreement resulting from Uncontrollable Circumstances shall be deemed not a default under this Agreement.

A delay or interruption in or failure of performance of all or any part of this Agreement resulting from any change in or new law, order, rule, or regulation of any nature which renders providing of Services in accordance with the terms of this Agreement legally impossible, and any other circumstances beyond the control of Spokane Valley which render legally impossible the performance by Spokane Valley of its obligations under this Agreement shall be deemed not a default under this Agreement.

SECTION NO. 23: FILING

The Parties shall comply with any requirements to file this Agreement pursuant to RCW 39.34.040.

SECTION NO. 24: EXECUTION AND APPROVAL

The Parties warrant that the officers executing below have been authorized to act for and on behalf of the Party for purposes of confirming this Agreement.

SECTION NO. 25: INITIATIVES

The Parties recognize that revenue-reducing initiative(s) passed by the voters of Washington may substantially reduce local operating revenue for Millwood, Spokane Valley, or both Parties. The Parties agree that it may become necessary to amend this Agreement in response to budget constraints resulting from the passage of revenue-reducing initiative(s). If such an event occurs, the Parties agree to negotiate in good faith to achieve a mutually agreeable resolution in a timely fashion.

SECTION NO. 26: 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.

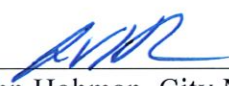
SECTION NO. 27: DISCLAIMER

Except as otherwise provided, this Agreement shall not be construed in any manner that would limit either Party's authority or power under law.

CITY OF MILLWOOD

CITY OF SPOKANE VALLEY

Kevin Freeman, Mayor



John Hohman, City Manager

DATED: _____

DATED: 1-3-23

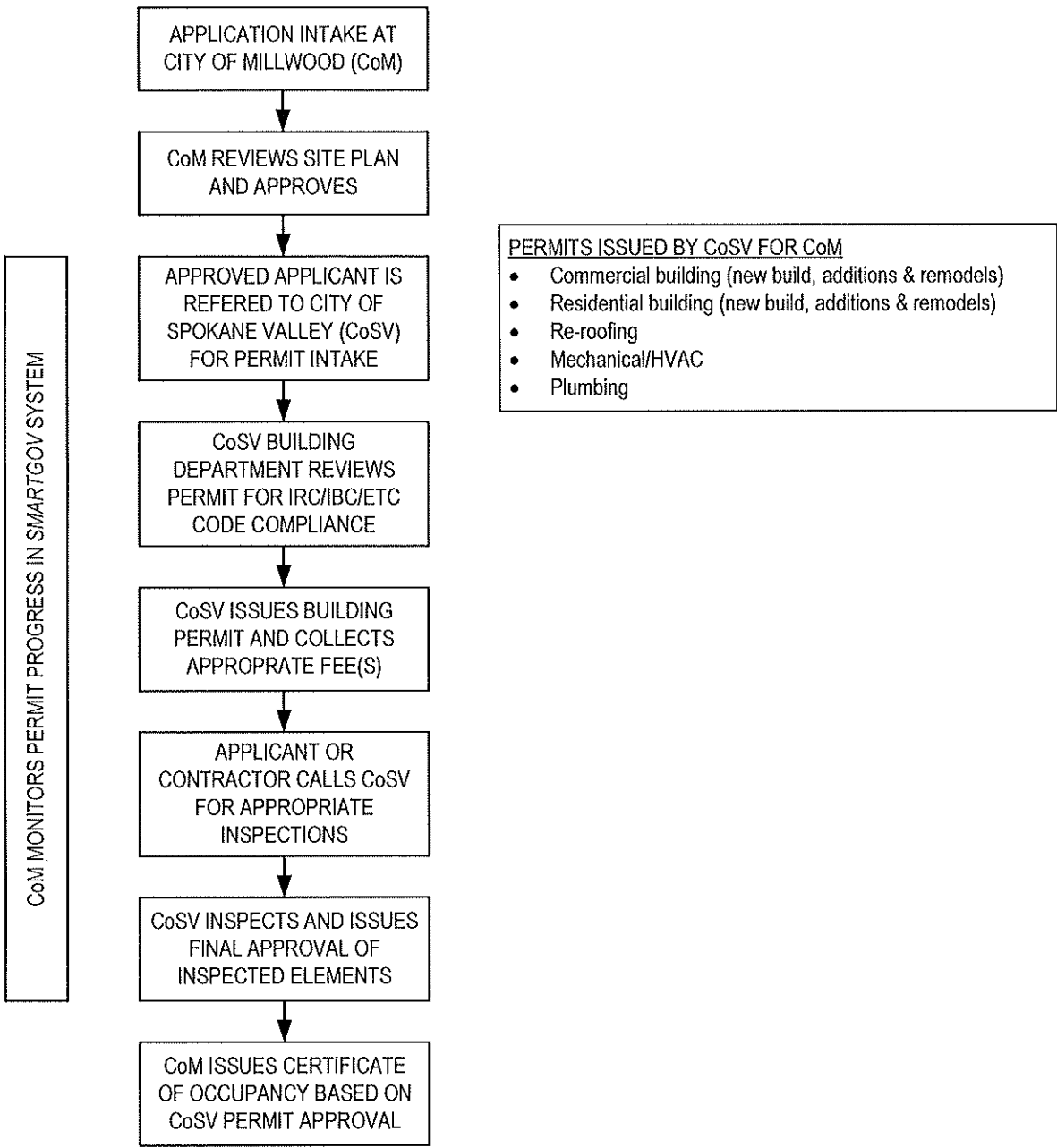
APPROVED AS TO FORM ONLY:

APPROVED AS TO FORM ONLY:

Brian Werst, City Attorney



Office of the City Attorney



Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 10, 2023

SUBMITTED BY: Christina Janssen,Public Works

ITEM TYPE: Report

AGENDA SECTION: Reports (no action)

SUBJECT: Public Works Report January 2023

SUGGESTED ACTION:

ATTACHMENTS:
[Public Works Report 1.2023.docx](#)

City of Millwood Council Meeting

Public Works Report

January 10, 2023

Water and Sewer

The water samples have all been satisfactory. We disinfected the water tower and booster station piping then resampled before putting it back online. The cold weather caused freeze ups for a few people who didn't take the needed precautions.

Street

The guys were busy deicing and plowing around the holidays. Once the weather warmed and started raining, they were busy clearing drywells and filling potholes.

We had several equipment issues this month. We are replacing the impeller on the leaf vac so it is ready to go when we can resume picking up leaves in the spring. The guys had to replace a fan belt and rebuild a clutch fan that went out on one of the dump trucks between storms. We also had to replace a PTO drive shaft on the Kubota and a front drive shaft on the Ford pickup.

We have a meeting later this month with TIB to review the grant applications that were not selected and discuss a couple of future road projects.

Misc.

Community Forestry Consultants completed the tree inventory and we sent a progress report to DNR at the end of December. There is a public meeting scheduled for February 7th at 6 p.m. to discuss the tree inventory and management plan. We hope to get a good turn out for public participation.

We have had continued vandalism to the light pole wiring along the Millwood Trail behind the park. We have had to replace the screws with vandal proof ones and strengthen the brackets. We will work on getting the lighting fixed as soon as possible.

Paul Allen

Public Works

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CITY COUNCIL AGENDA ITEM REPORT

DATE: January 10, 2023

SUBMITTED BY: Christina Janssen, City Clerk

ITEM TYPE: Report

AGENDA SECTION: Reports (no action)

SUBJECT: City Clerk/Planning/Code Enforcement

SUGGESTED ACTION:

ATTACHMENTS:

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CITY COUNCIL AGENDA ITEM REPORT

DATE: January 10, 2023

SUBMITTED BY: Christina Janssen, City Clerk

ITEM TYPE: Report

AGENDA SECTION: Reports (no action)

SUBJECT: Legal

SUGGESTED ACTION:

ATTACHMENTS:

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CITY COUNCIL AGENDA ITEM REPORT

DATE: January 10, 2023

SUBMITTED BY: Christina Janssen, City Clerk

ITEM TYPE: Report

AGENDA SECTION: Reports (no action)

SUBJECT: Mayor

SUGGESTED ACTION:

ATTACHMENTS:

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: January 10, 2023

SUBMITTED BY: Christina Janssen, City Clerk

ITEM TYPE: Information Item

AGENDA SECTION: **Council Information** (*no action or discussion*)

SUBJECT: Sheriff's Report November

SUGGESTED ACTION:

ATTACHMENTS:
[Sheriff's Report November.pdf](#)



SPOKANE COUNTY
SHERIFF

Sheriff Ozzie D. Knezovich

Spokane County Sheriff's Office
Monthly Statistical Crime Review

November 2022

Millwood Reports

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

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

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



Prepared by Regional Intelligence Group 9 on: 12/12/2022



SPOKANE COUNTY SHERIFF'S OFFICE

Regional Intelligence Group 9

MONTHLY CRIME STATISTICS COMPARISON - Millwood



Preliminary IBR Counts

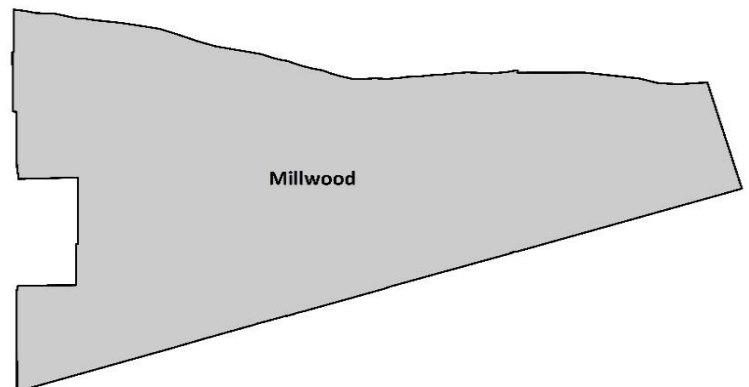
NIBRS Categories	November				Year to Date			
	2022	2021	Change	Average	2022	2021	Change	Average
Crimes Against People								
Criminal Homicide	0	0	0%	0	0	0	0%	0
Neg Manslaughter	0	0	0%	0	0	0	0%	0
Rape	0	0	0%	0	0	0	0%	3
Aggravated Assault	0	0	0%	1	0	2	-100%	2
Simple Assault	0	2	-100%	1	7	10	-30%	11
Crimes Against Property								
Robbery	0	0	0%	1	1	1	0%	2
Burglary - Residential	1	1	0%	2	3	5	-40%	5
Burglary - Garage	0	0	0%	3	0	2	-100%	4
Burglary - Commercial	0	1	-100%	1	1	6	-83%	6
Theft	2	3	-33%	3	30	22	36%	29
Theft - Shoplifting	5	2	150%	3	40	22	82%	34
Vehicle Theft	1	0	100%	0	3	7	-57%	4
Malicious Mischief	0	7	-100%	4	16	39	-59%	32
Vehicle Prowl	1	3	-67%	3	12	22	-45%	17

* averages are a 5 year average and are calculated on data since 01/01/2017

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

Notes on Category Groupings:

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



SPOKANE COUNTY SHERIFF'S OFFICE

Regional Intelligence Group 9

IBR Count by District - Millwood Highlighted



Time Period: November 2022

IBR Offense	Spokane Valley Districts						Unincorporated Districts														MW	RF	SPA	WAV	OTHER	TOTAL	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	DP	FF	LAH	ML								
09A Murder/NonNegligent																											
Manslaughter	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
09B Negligent Manslaughter	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
100 Kidnapping/Abduction	0	2	1	2	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	7
11A Rape - Forcible	2	0	1	0	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	5
11B Sodomy - Forcible	0	0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
11C Sex Assault With Object	0	0	0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
11D Fondling - Forcible	0	1	0	1	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
120 Robbery	1	1	1	2	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6
13A Aggravated Assault	7	5	3	3	0	5	1	0	0	1	1	1	4	0	0	0	0	0	0	0	0	0	0	0	4	4	35
13B Simple Assault	11	8	13	13	3	6	6	3	3	1	3	1	7	2	0	0	1	0	7	0	0	0	0	0	4	4	92
13C Intimidation	2	6	2	2	2	2	2	0	4	0	1	1	0	1	0	1	0	0	0	0	0	0	0	0	2	2	28
36A Incest	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
36B Rape - Statutory	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
64A Human Trafficking - Commercial Sex Acts	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
64B Human Trafficking - Involuntary Servitude	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
500 Violation of Protection Orders	4	4	2	2	1	2	2	5	3	1	0	1	1	2	0	0	0	0	0	0	1	0	0	0	2	2	33
Total Crimes Against Persons	27	27	24	26	7	16	11	9	11	4	6	4	13	7	0	1	1	0	7	1	0	0	0	12	12	214	
200 Arson	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1
210 Extortion/Blackmail	2	0	0	0	0	2	1	0	0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	7
220 Burglary/Breaking & Entering	21	9	6	6	3	13	7	1	1	8	2	0	6	3	0	1	0	0	0	0	1	1	0	0	9	9	98
23A Theft - Pocket-Picking	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23B Theft - Purse Snatching	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23C Theft - Shoplifting	42	2	3	24	5	6	2	0	0	3	0	0	2	0	0	1	0	0	2	0	5	0	0	0	2	2	99
23D Theft From Building	7	8	6	5	3	9	2	3	0	5	0	1	3	0	0	1	0	0	0	0	0	0	0	0	3	3	56
23E Theft From Coin Operated Machine	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
23F Theft From Motor Vehicle	13	19	20	14	13	12	6	4	5	14	3	1	21	3	0	0	0	0	2	0	1	1	0	0	6	6	158
23G Theft of Motor Vehicle Parts/Accessories	9	11	6	6	4	9	1	2	1	2	1	1	4	1	0	1	0	0	1	0	0	0	1	0	4	4	65
23H Theft - All Other	23	10	11	13	4	16	7	6	7	3	4	1	6	2	0	5	0	0	1	0	2	0	0	0	14	14	135
240 Motor Vehicle Theft	20	12	5	14	6	9	3	3	1	2	4	2	5	1	0	2	0	0	1	0	1	0	0	0	6	6	97
250 Counterfeiting/Forgery	1	4	1	4	1	0	2	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	1	1	16
26A Fraud - False Pretense/Swindling	8	6	3	5	3	4	3	1	3	5	3	2	3	5	0	0	0	0	0	0	1	0	0	0	2	2	57
26B Fraud - Credit Card/ATM	4	3	3	1	2	2	3	1	0	5	1	1	6	0	0	0	0	0	0	0	0	0	0	0	5	5	37
26C Fraud - Impersonation	0	2	1	2	0	1	0	0	2	1	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2	2	13
26D Welfare Fraud	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
26F Identity Theft	1	4	2	5	0	2	2	1	2	2	2	3	1	2	0	0	0	0	0	0	0	1	0	0	1	1	31
26G Hacking/Computer Invasion	0	2	0	0	0	2	1	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	2	2	9

SPOKANE COUNTY SHERIFF'S OFFICE

Regional Intelligence Group 9

IBR Count by District - Millwood Highlighted



Time Period: November 2022

IBR Offense	Spokane Valley Districts						Unincorporated Districts														MW	RF	SPA	WAV	OTHER	TOTAL	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	DP	FF	LAH	ML								
270 Embezzlement	0	0	0	0	0	2	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	4
280 Stolen Property Offense (Receiving, etc.)	3	0	0	0	2	2	2	1	0	0	2	0	1	0	0	0	0	0	0	0	0	0	0	0	4	17	
290 Destruction/Vandalism	36	34	23	31	12	24	16	8	3	17	8	4	18	6	0	2	0	0	3	0	1	1	0	0	19	266	
Total Crimes Against Property	192	126	90	131	58	115	58	31	25	69	31	19	78	23	0	14	0	0	10	11	4	2	0	0	82	1169	
35A Drugs/Narcotics Violation	0	1	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	7	
35B Drug Equipment Violation	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	
370 Pornography/Obscene Material	1	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	
39A Betting/Wagering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
39B Gambling - Operating Promoting Assisting	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
39C Gambling Equipment Violation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
40A Prostitution	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
40B Prostitution - Assisting/Promoting	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
40C Purchasing Prostitution	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
510 Bribery	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
520 Weapon Law Violation	3	1	0	0	0	2	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	8	
720 Animal Cruelty	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	
Total Crimes Against Society	4	2	0	5	1	2	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	5	21	
09C Justifiable Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
90A Bad Checks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
90B Curfew/Loitering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
90C Disorderly Conduct	2	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	
90D Driving Under Influence	4	9	2	4	3	2	3	1	1	0	0	2	2	1	0	0	0	0	0	0	0	0	0	0	3	37	
90F Family Offense - NonViolent	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
90G Liquor Law Violation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
90H Peeping Tom	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
90J Trespass of Real Property	8	3	4	5	2	5	4	2	1	2	0	0	1	4	0	0	0	0	0	1	0	0	0	0	6	48	
90Z All Other Offenses	16	19	9	15	6	12	4	2	4	3	1	3	9	3	0	2	0	0	3	0	1	0	0	0	16	128	
Total Group B Offenses	30	31	16	24	12	19	11	5	6	5	1	5	12	8	0	2	0	0	3	1	1	0	0	0	25	217	
NR Not Reportable	8	22	9	10	0	3	7	1	1	0	2	1	1	2	0	0	0	0	0	2	0	0	0	0	14	83	
Total All Offenses	261	208	139	196	78	155	87	46	43	78	40	29	105	41	0	17	1	0	20	15	5	2	0	0	138	1704	

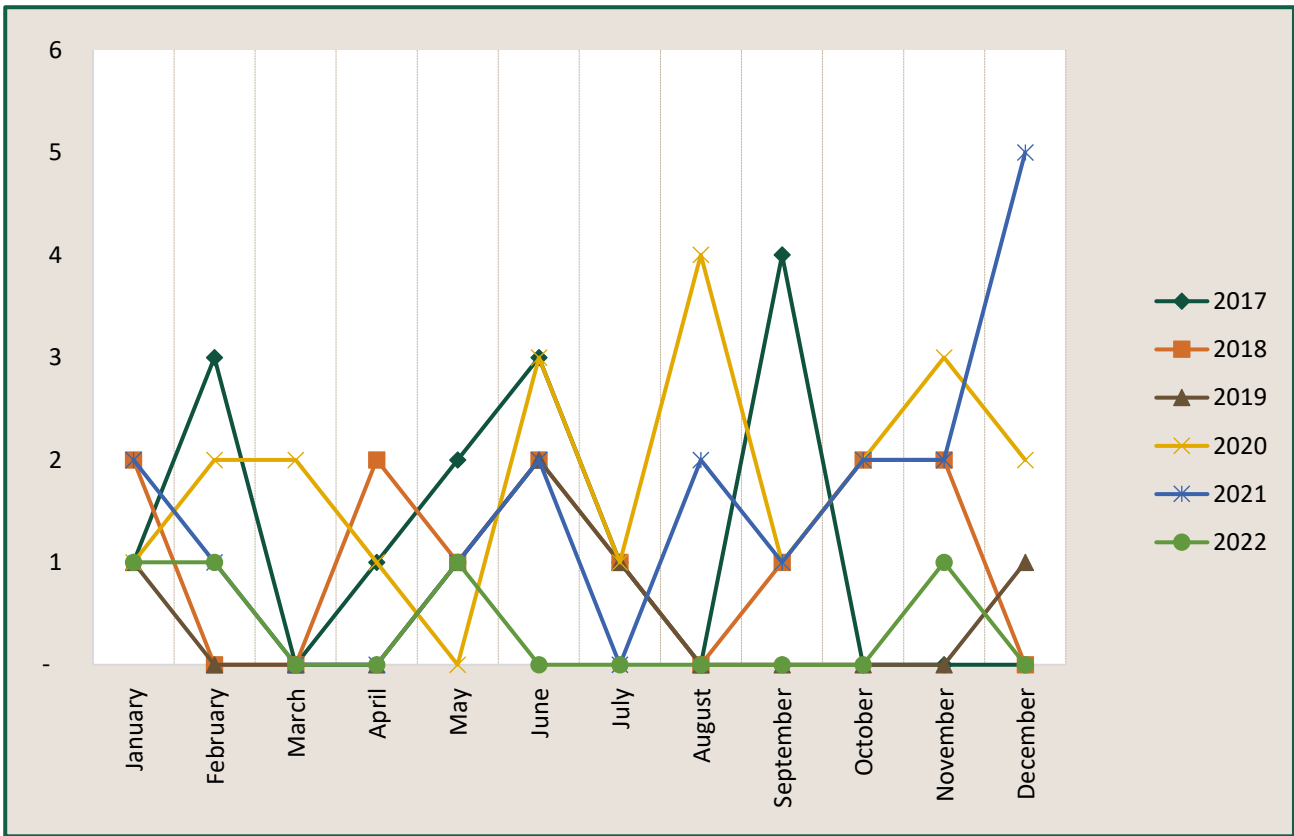
SPOKANE COUNTY SHERIFF'S OFFICE

Regional Intelligence Group 9

Burglary - Millwod



Time Period: November 2022



	2017	2018	2019	2020	2021	2022
January	1	2	1	1	2	1
February	3	-	-	2	1	1
March	-	-	-	2	-	-
April	1	2	-	1	-	-
May	2	1	1	-	1	1
June	3	2	2	3	2	-
July	1	1	1	1	-	-
August	-	-	-	4	2	-
September	4	1	-	1	1	-
October	-	2	-	2	2	-
November	-	2	-	3	2	1
December	-	-	1	2	5	-
Grand Total	15	13	6	22	18	4

* IBR Offense: Burglary/Breaking & Entering 220

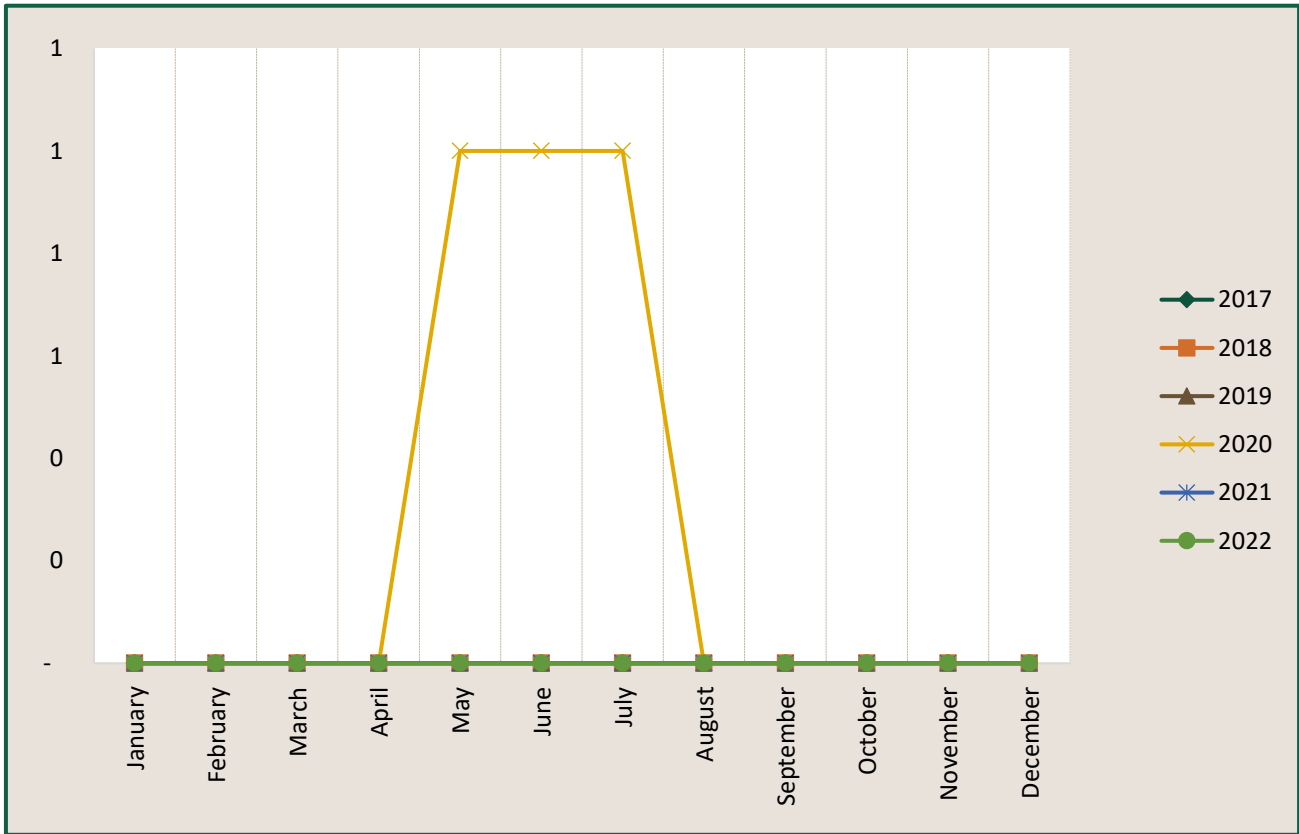
SPOKANE COUNTY SHERIFF'S OFFICE

Regional Intelligence Group 9

Rape - Millwood



Time Period: November 2022



	2017	2018	2019	2020	2021	2022
January	-	-	-	-	-	-
February	-	-	-	-	-	-
March	-	-	-	-	-	-
April	-	-	-	-	-	-
May	-	-	-	1	-	-
June	-	-	-	1	-	-
July	-	-	-	1	-	-
August	-	-	-	-	-	-
September	-	-	-	-	-	-
October	-	-	-	-	-	-
November	-	-	-	-	-	-
December	-	-	-	-	-	-
Grand Total	-	-	-	3	-	-

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

Produced: 12/12/2022

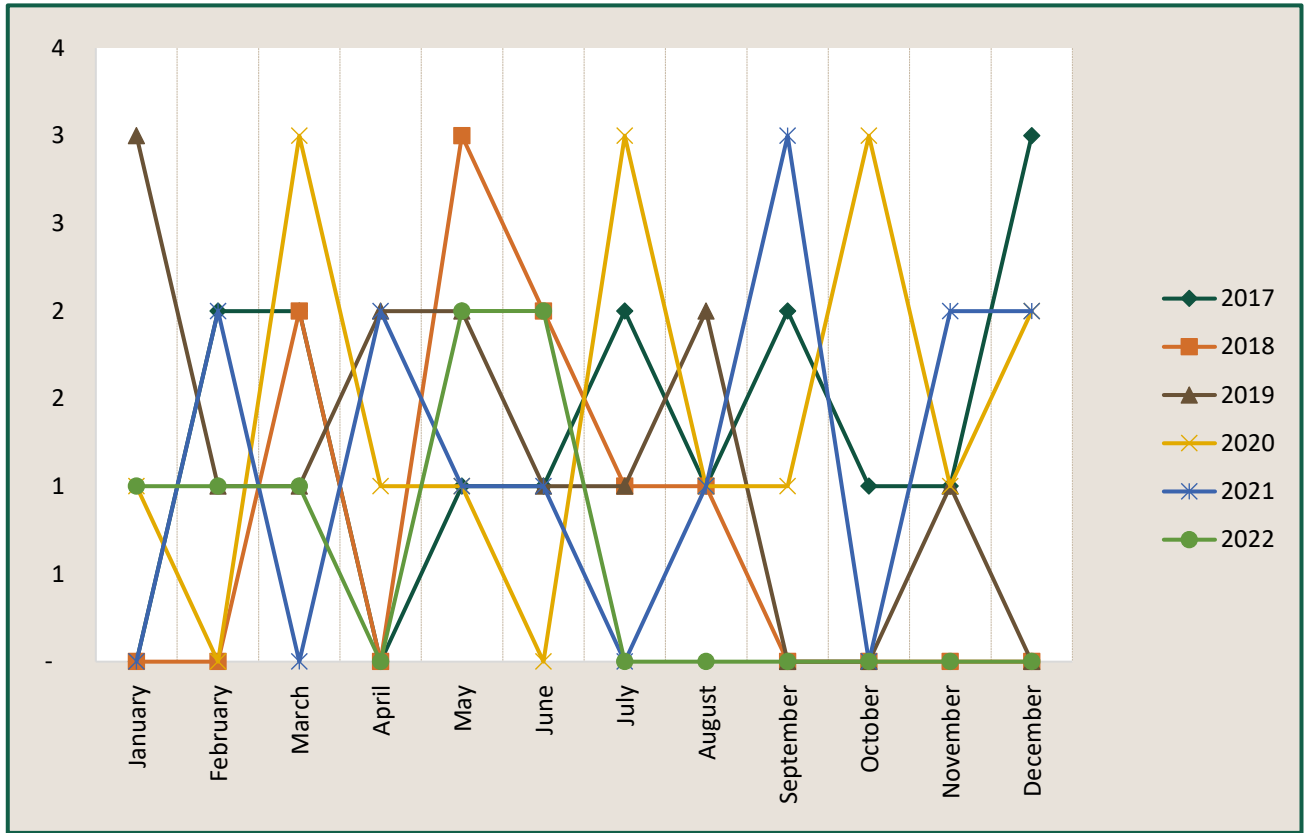
SPOKANE COUNTY SHERIFF'S OFFICE

Regional Intelligence Group 9

Assault - Millwood



Time Period: November 2022



	2017	2018	2019	2020	2021	2022
January	-	-	3	1	-	1
February	2	-	1	-	2	1
March	2	2	1	3	-	1
April	-	-	2	1	2	-
May	1	3	2	1	1	2
June	1	2	1	-	1	2
July	2	1	1	3	-	-
August	1	1	2	1	1	-
September	2	-	-	1	3	-
October	1	-	-	3	-	-
November	1	-	1	1	2	-
December	3	-	-	2	2	-
Grand Total	16	9	14	17	14	7

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

Produced: 12/12/2022

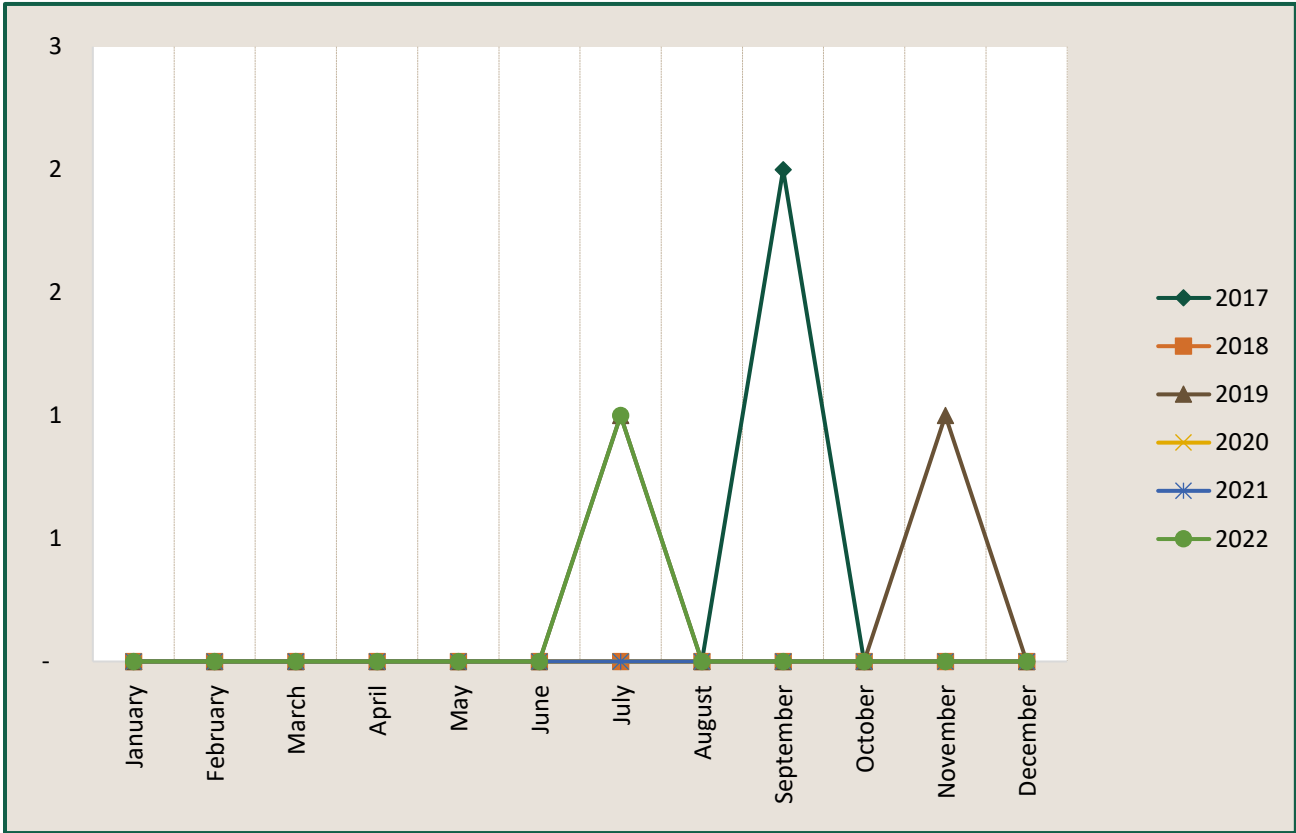
SPOKANE COUNTY SHERIFF'S OFFICE

Regional Intelligence Group 9

Robbery - Millwood



Time Period: November 2022



	2017	2018	2019	2020	2021	2022
January	-	-	-	-	-	-
February	-	-	-	-	-	-
March	-	-	-	-	-	-
April	-	-	-	-	-	-
May	-	-	-	-	-	-
June	-	-	-	-	-	-
July	-	-	1	-	-	1
August	-	-	-	-	-	-
September	2	-	-	-	-	-
October	-	-	-	-	-	-
November	-	-	1	-	-	-
December	-	-	-	-	-	-
Grand Total	2	-	2	-	-	1

* IBR Offense: Robbery 120

Produced: 12/12/2022

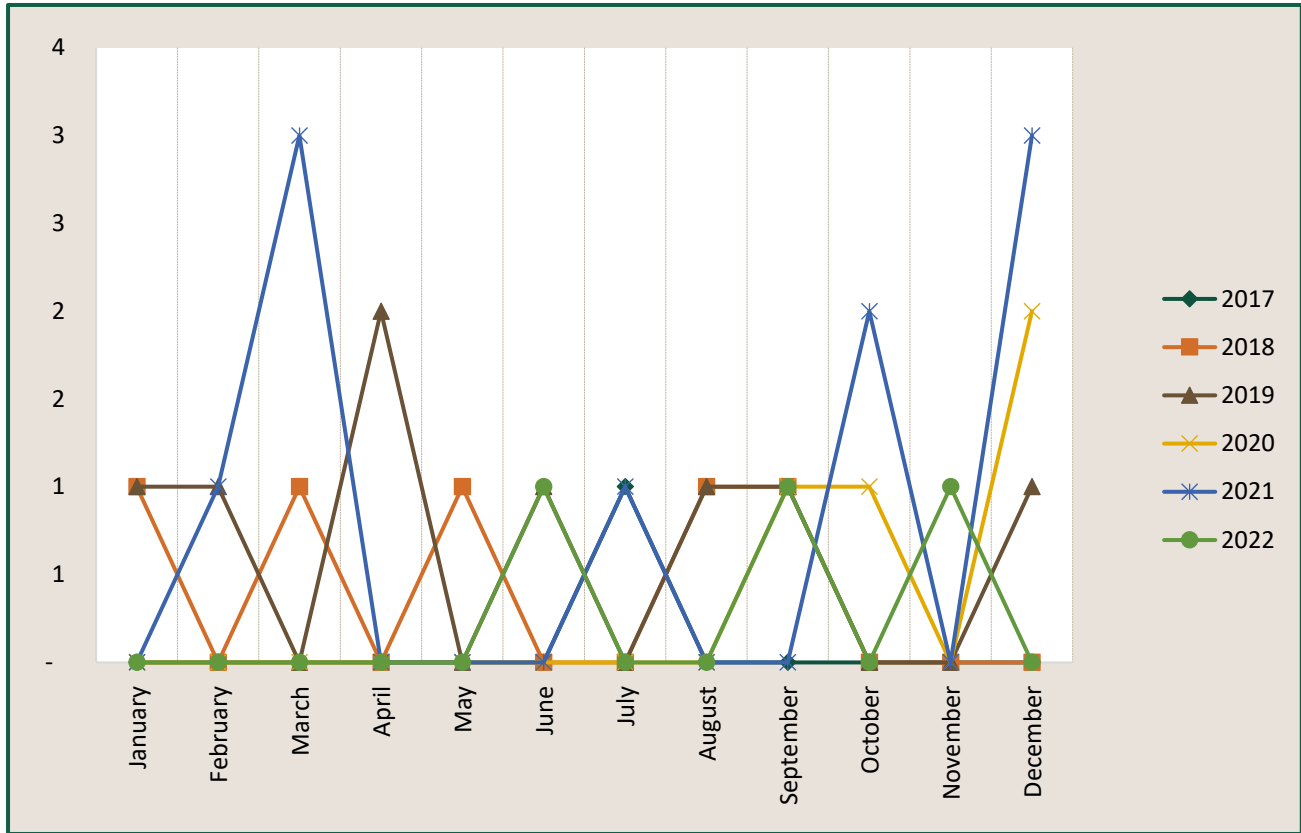
SPOKANE COUNTY SHERIFF'S OFFICE

Regional Intelligence Group 9

Motor Vehicle Theft - Millwood



Time Period: November 2022



	2017	2018	2019	2020	2021	2022
January	-	1	1	-	-	-
February	-	-	1	-	1	-
March	-	1	-	-	3	-
April	-	-	2	-	-	-
May	-	1	-	-	-	-
June	-	-	1	-	-	1
July	1	-	-	-	1	-
August	-	1	1	-	-	-
September	-	1	1	1	-	1
October	-	-	-	1	2	-
November	-	-	-	-	-	1
December	-	-	1	2	3	-
Grand Total	1	5	8	4	10	3

* IBR Offense: Motor Vehicle Theft 240

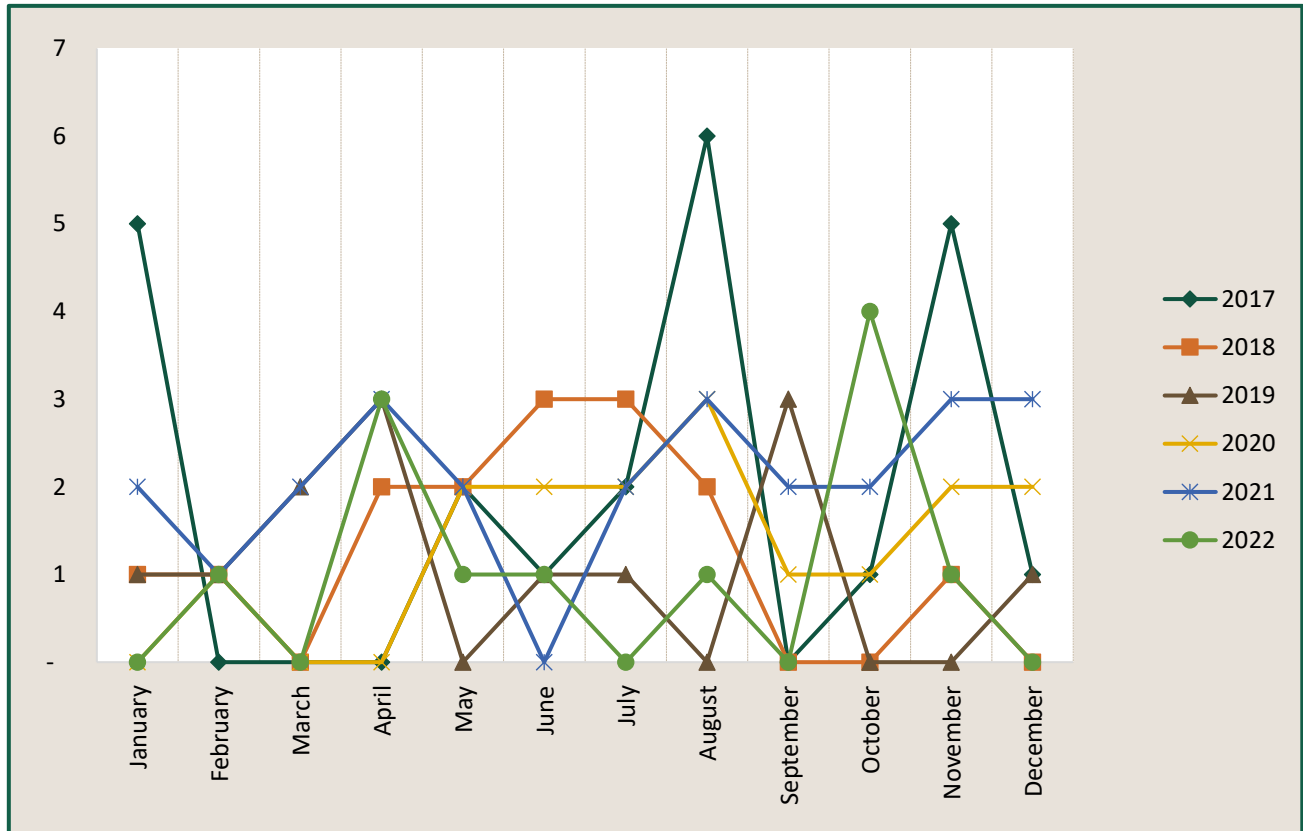
SPOKANE COUNTY SHERIFF'S OFFICE

Regional Intelligence Group 9

Theft From Motor Vehicle (Vehicle Prowl) - Millwood



Time Period: November 2022



	2017	2018	2019	2020	2021	2022
January	5	1	1	-	2	-
February	-	1	1	1	1	1
March	-	-	2	-	2	-
April	-	2	3	-	3	3
May	2	2	-	2	2	1
June	1	3	1	2	-	1
July	2	3	1	2	2	-
August	6	2	-	3	3	1
September	-	-	3	1	2	-
October	1	-	-	1	2	4
November	5	1	-	2	3	1
December	1	-	1	2	3	-
Grand Total	23	15	13	16	25	12

* IBR Offense: Theft From Motor Vehicle 23F

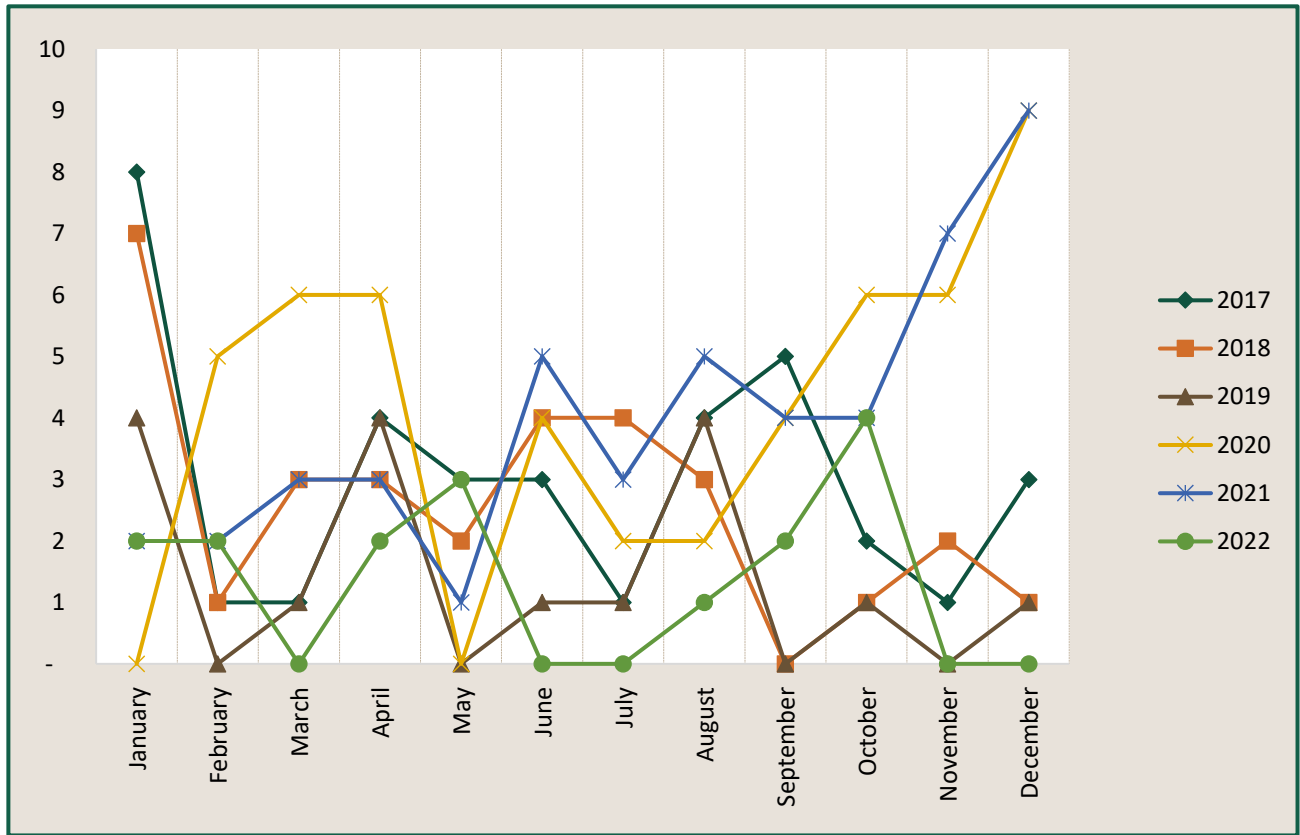
SPOKANE COUNTY SHERIFF'S OFFICE

Regional Intelligence Group 9

Damage/Destruction/Vandalism (MALMS) - Millwood



Time Period: November 2022



	2017	2018	2019	2020	2021	2022
January	8	7	4	-	2	2
February	1	1	-	5	2	2
March	1	3	1	6	3	-
April	4	3	4	6	3	2
May	3	2	-	-	1	3
June	3	4	1	4	5	-
July	1	4	1	2	3	-
August	4	3	4	2	5	1
September	5	-	-	4	4	2
October	2	1	1	6	4	4
November	1	2	-	6	7	-
December	3	1	1	9	9	-
Grand Total	36	31	17	50	48	16

IBR Offense: Destruction/Damage/Vandalism 290

Produced: 12/12/2022

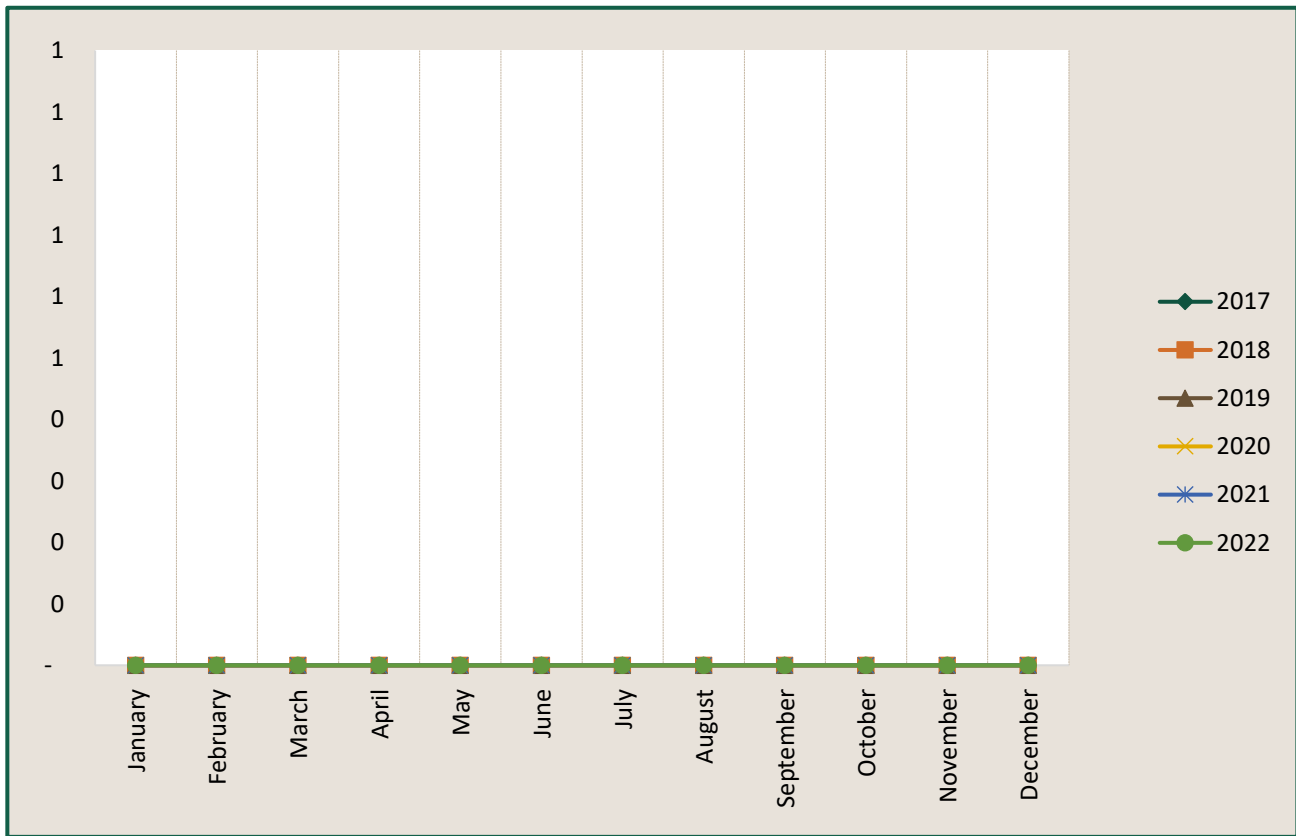
SPOKANE COUNTY SHERIFF'S OFFICE

Regional Intelligence Group 9

Homicide - Millwood



Time Period: November 2022



	2017	2018	2019	2020	2021	2022
January	-	-	-	-	-	-
February	-	-	-	-	-	-
March	-	-	-	-	-	-
April	-	-	-	-	-	-
May	-	-	-	-	-	-
June	-	-	-	-	-	-
July	-	-	-	-	-	-
August	-	-	-	-	-	-
September	-	-	-	-	-	-
October	-	-	-	-	-	-
November	-	-	-	-	-	-
December	-	-	-	-	-	-
Grand Total	-	-	-	-	-	-

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

Produced: 12/12/2022

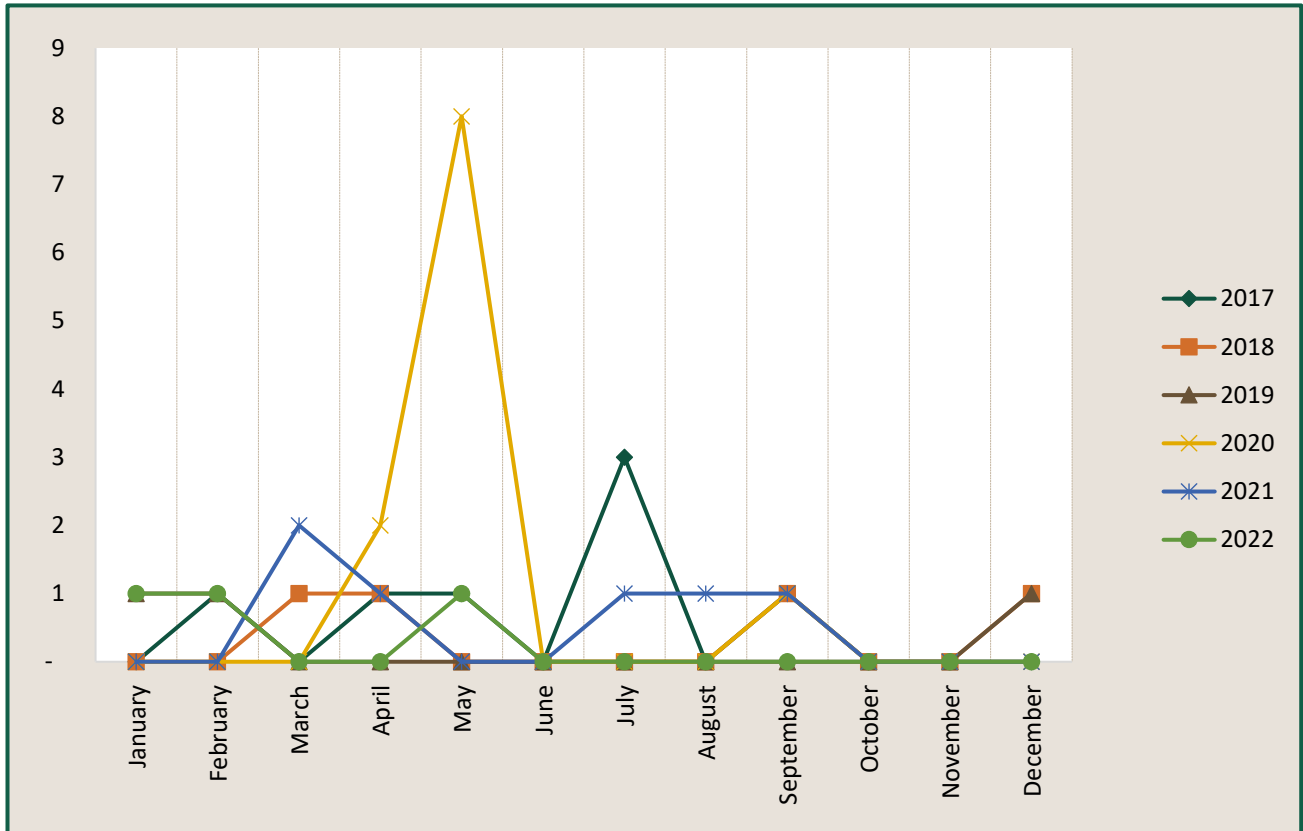
SPOKANE COUNTY SHERIFF'S OFFICE

Regional Intelligence Group 9

Identity Theft - Millwood



Time Period: November 2022



	2017	2018	2019	2020	2021	2022
January	-	-	1	-	-	1
February	1	-	1	-	-	1
March	-	1	-	-	2	-
April	1	1	-	2	1	-
May	1	-	-	8	-	1
June	-	-	-	-	-	-
July	3	-	-	-	1	-
August	-	-	-	-	1	-
September	1	1	-	1	1	-
October	-	-	-	-	-	-
November	-	-	-	-	-	-
December	-	1	1	-	-	-
Grand Total	7	4	3	11	6	3

*IBR Offense: Identity Theft 26F

Produced: 12/12/2022

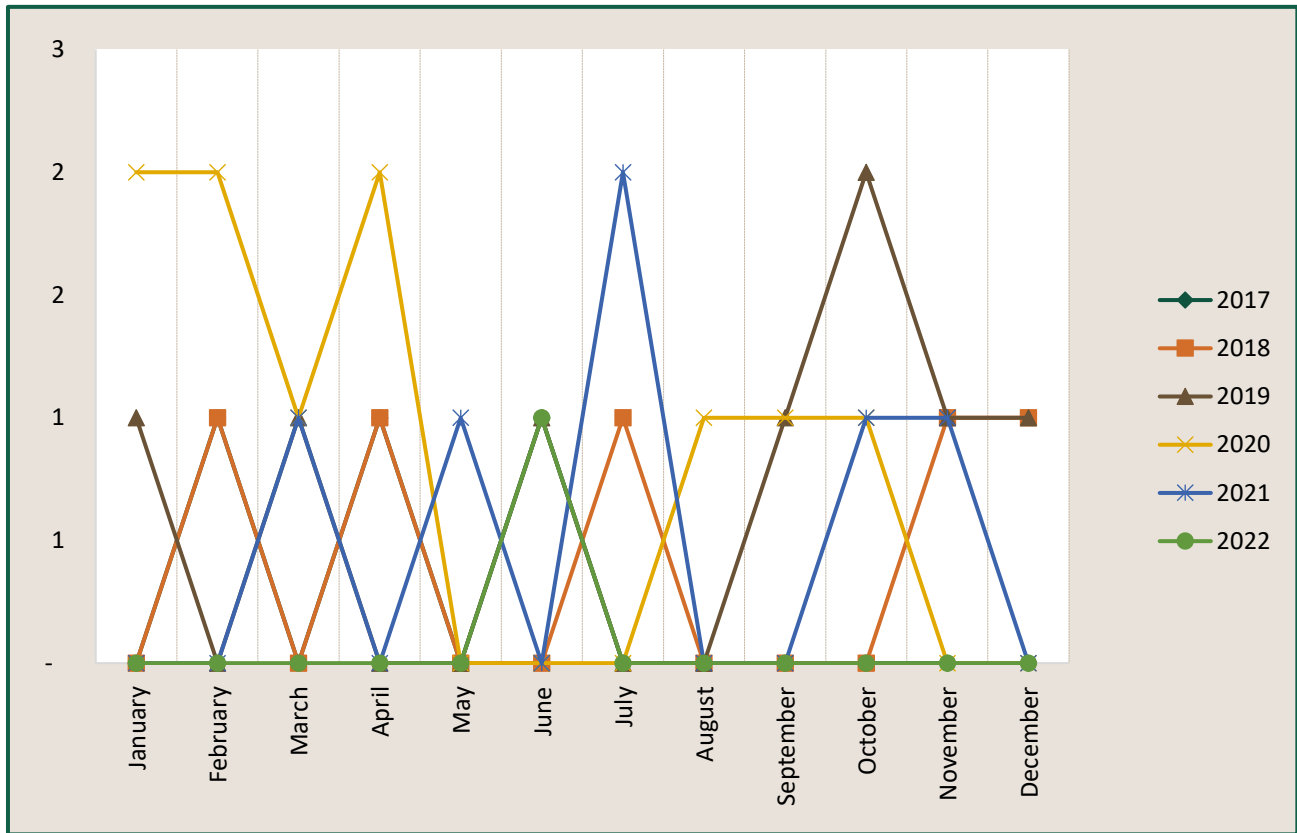
SPOKANE COUNTY SHERIFF'S OFFICE

Regional Intelligence Group 9

DUI - Millwood



Time Period: November 2022



	2017	2018	2019	2020	2021	2022
January	-	-	1	2	-	-
February	1	1	-	2	-	-
March	-	-	1	1	1	-
April	1	1	-	2	-	-
May	-	-	-	-	1	-
June	1	-	1	-	-	1
July	-	1	-	-	2	-
August	-	-	-	1	-	-
September	-	-	1	1	-	-
October	-	-	2	1	1	-
November	-	1	1	-	1	-
December	-	1	1	-	-	-
Grand Total	3	5	8	10	6	1

* IBR Offense: DUI 90D

Produced: 12/12/2022

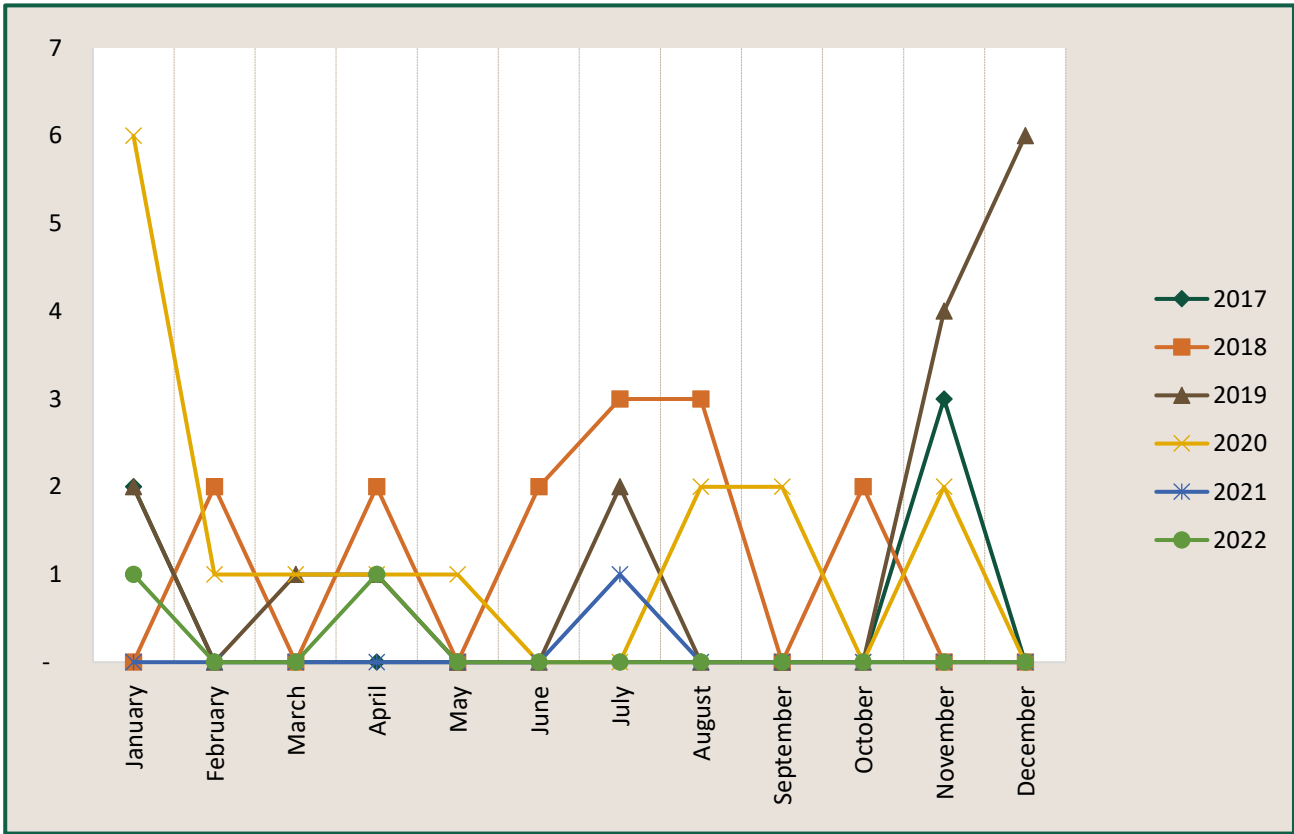
SPOKANE COUNTY SHERIFF'S OFFICE

Regional Intelligence Group 9

Drugs - Millwood



Time Period: November 2022



	2017	2018	2019	2020	2021	2022
January	2	-	2	6	-	1
February	-	2	-	1	-	-
March	-	-	1	1	-	-
April	-	2	1	1	-	1
May	-	-	-	1	-	-
June	-	2	-	-	-	-
July	-	3	2	-	1	-
August	-	3	-	2	-	-
September	-	-	-	2	-	-
October	-	2	-	-	-	-
November	3	-	4	2	-	-
December	-	-	6	-	-	-
Grand Total	5	14	16	16	1	2

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

Produced: 12/12/2022

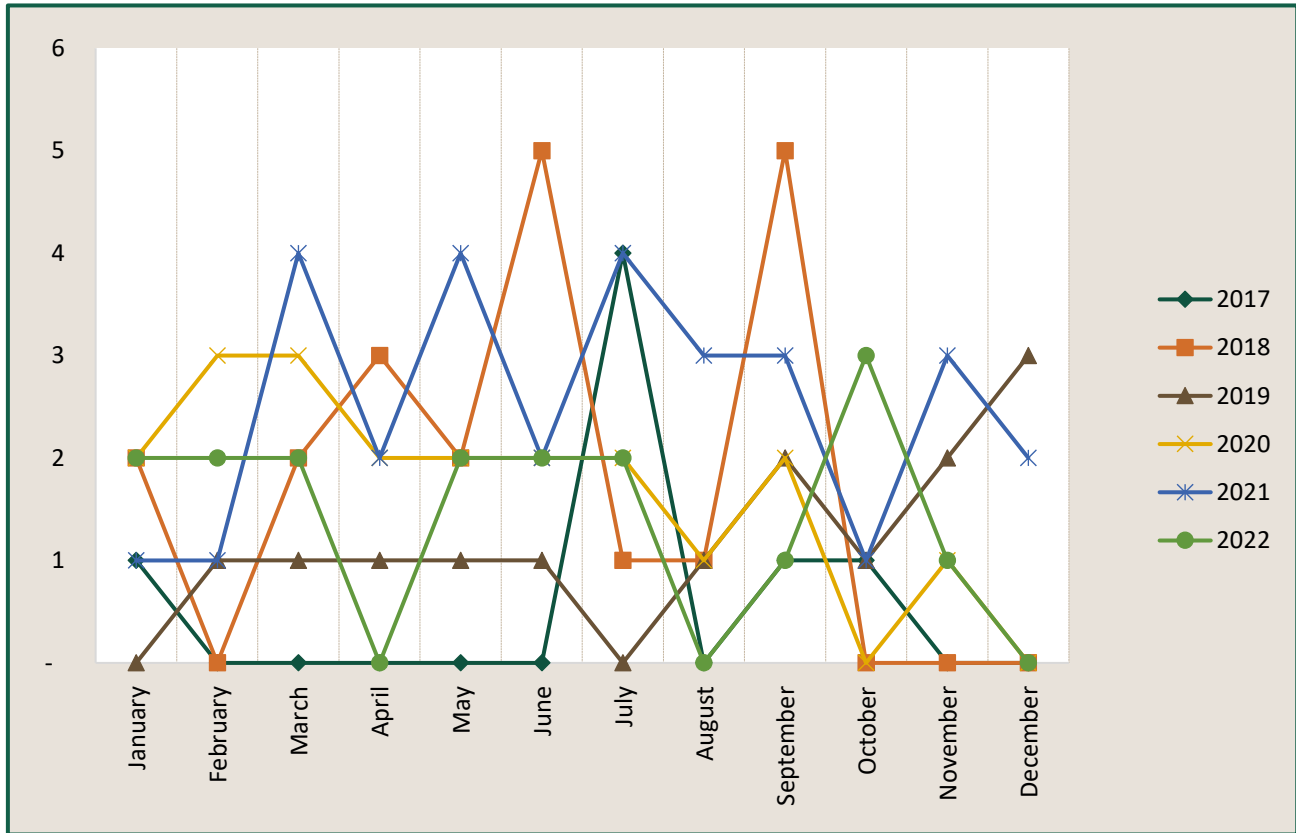
SPOKANE COUNTY SHERIFF'S OFFICE

Regional Intelligence Group 9

Fraud - Millwood



Time Period: November 2022



	2017	2018	2019	2020	2021	2022
January	1	2	-	2	1	2
February	-	-	1	3	1	2
March	-	2	1	3	4	2
April	-	3	1	2	2	-
May	-	2	1	2	4	2
June	-	5	1	2	2	2
July	4	1	-	2	4	2
August	-	1	1	1	3	-
September	1	5	2	2	3	1
October	1	-	1	-	1	3
November	-	-	2	1	3	1
December	-	-	3	-	2	-
Grand Total	7	21	14	20	30	17

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

Produced: 12/12/2022

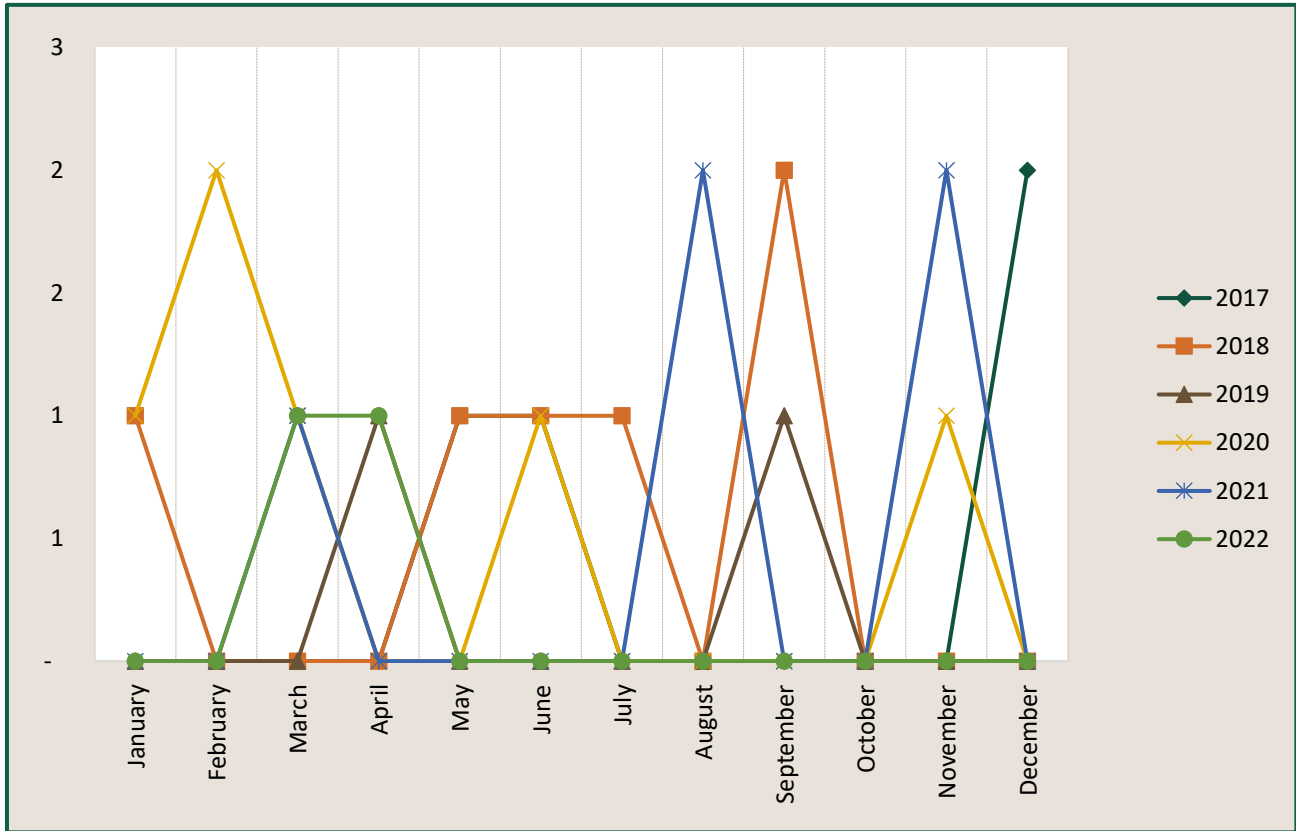
SPOKANE COUNTY SHERIFF'S OFFICE

Regional Intelligence Group 9

Forgery - Millwood



Time Period: November 2022



	2017	2018	2019	2020	2021	2022
January	-	1	-	1	-	-
February	-	-	-	2	-	-
March	-	-	-	1	1	1
April	-	-	1	-	-	1
May	1	1	-	-	-	-
June	1	1	-	1	-	-
July	-	1	-	-	-	-
August	-	-	-	-	2	-
September	-	2	1	-	-	-
October	-	-	-	-	-	-
November	-	-	-	1	2	-
December	2	-	-	-	-	-
Grand Total	4	6	2	6	5	2

*IBR Offense: Counterfeiting/Forgery 250

Produced: 12/12/2022

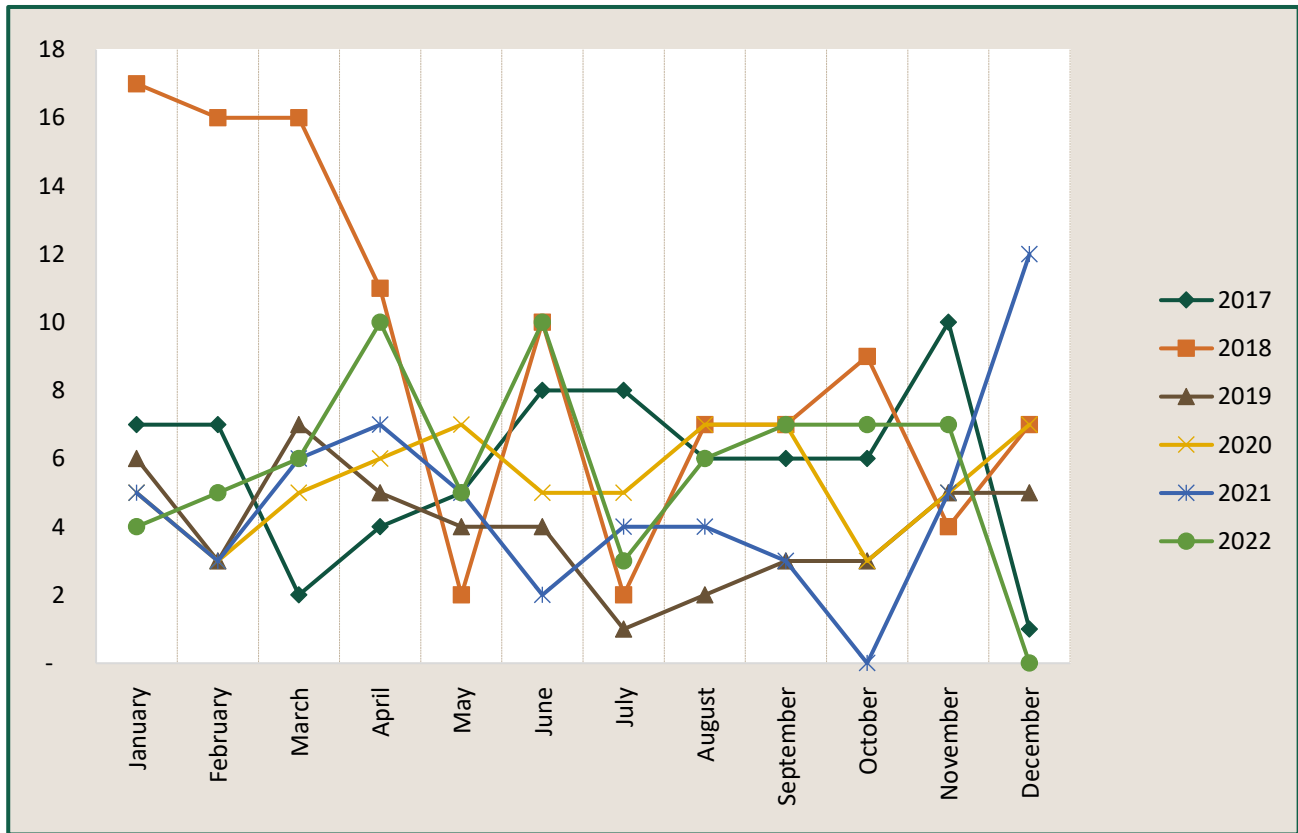
SPOKANE COUNTY SHERIFF'S OFFICE

Regional Intelligence Group 9

Theft - Millwood



Time Period: November 2022



	2017	2018	2019	2020	2021	2022
January	7	17	6	5	5	4
February	7	16	3	3	3	5
March	2	16	7	5	6	6
April	4	11	5	6	7	10
May	5	2	4	7	5	5
June	8	10	4	5	2	10
July	8	2	1	5	4	3
August	6	7	2	7	4	6
September	6	7	3	7	3	7
October	6	9	3	3	-	7
November	10	4	5	5	5	7
December	1	7	5	7	12	-
Grand Total	70	108	48	65	56	70

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

Produced: 12/12/2022



November 2022

Citizen Calls by Day of Week and Hour

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
0							1	1
3		1		1				2
5				1		1		2
6	1		1		1			3
7		1		1				2
8	1			2	1			4
9		1	1		2			4
10						1	1	2
11					1	2		3
12			1		1			2
13	1	1	1	1		1	1	6
14	1	2	2	2	1	1	2	11
15		2	1			1	1	5
16		1	1	1		1		4
17	1	2	1				1	5
18	1	1			2	1		5
19		6			1		1	8
20		1		1		1		3
21				1				1
22						1		1
23	1			1		1		3
Total	7	19	9	12	10	12	8	77

Total Deputy Involved Incidents by Day of Week and Hour

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total
0					1		1	2
1			1	1				2
2				1				1
3		1		1				2
4			1					1
5				1				1
6	1			1	1			3
7		1	1	2				4
8			1	2	1			4
9			3		1			4
10							1	1
11		2		1		2		5
12					1			1
13		2	1	1				4
14		1	1	1	1		2	6
15		2	1				1	4
16			1	2				3
17					1		1	2
18	1	1			2			4
19		2	1		1	1		5
20			1	1		1		3
21				2				2
22			1			1		2
23	1			2	1	1		5
Total	3	12	14	19	11	6	6	71

Produced: 12/12/2022

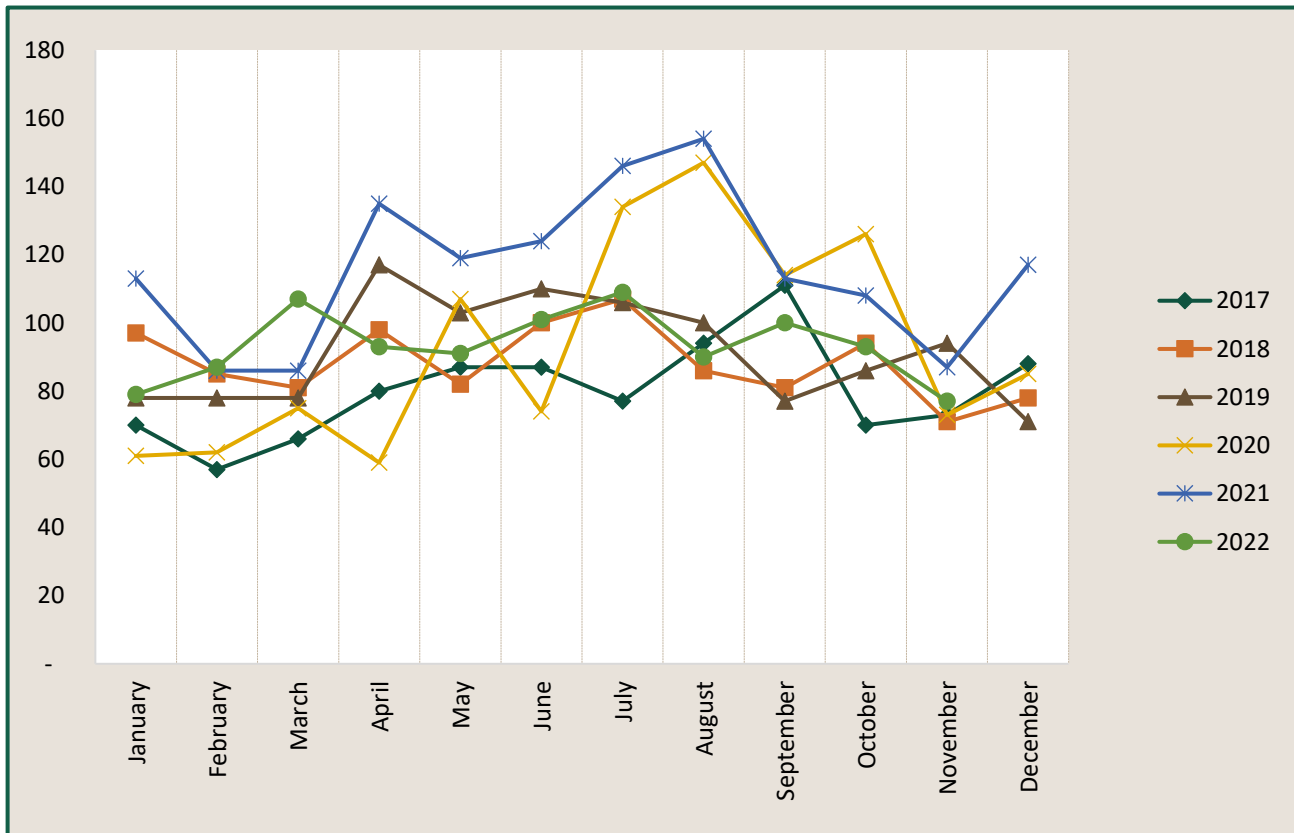
SPOKANE COUNTY SHERIFF'S OFFICE

Regional Intelligence Group 9

Citizen Initiated Call For Service (CFS) - Millwood



Time Period: November 2022



	2017	2018	2019	2020	2021	2022
January	70	97	78	61	113	79
February	57	85	78	62	86	87
March	66	81	78	75	86	107
April	80	98	117	59	135	93
May	87	82	103	107	119	91
June	87	100	110	74	124	101
July	77	107	106	134	146	109
August	94	86	100	147	154	90
September	111	81	77	114	113	100
October	70	94	86	126	108	93
November	73	71	94	73	87	77
December	88	78	71	85	117	
Grand Total	960	1,060	1,098	1,117	1,388	1,027

Produced: 12/12/2022

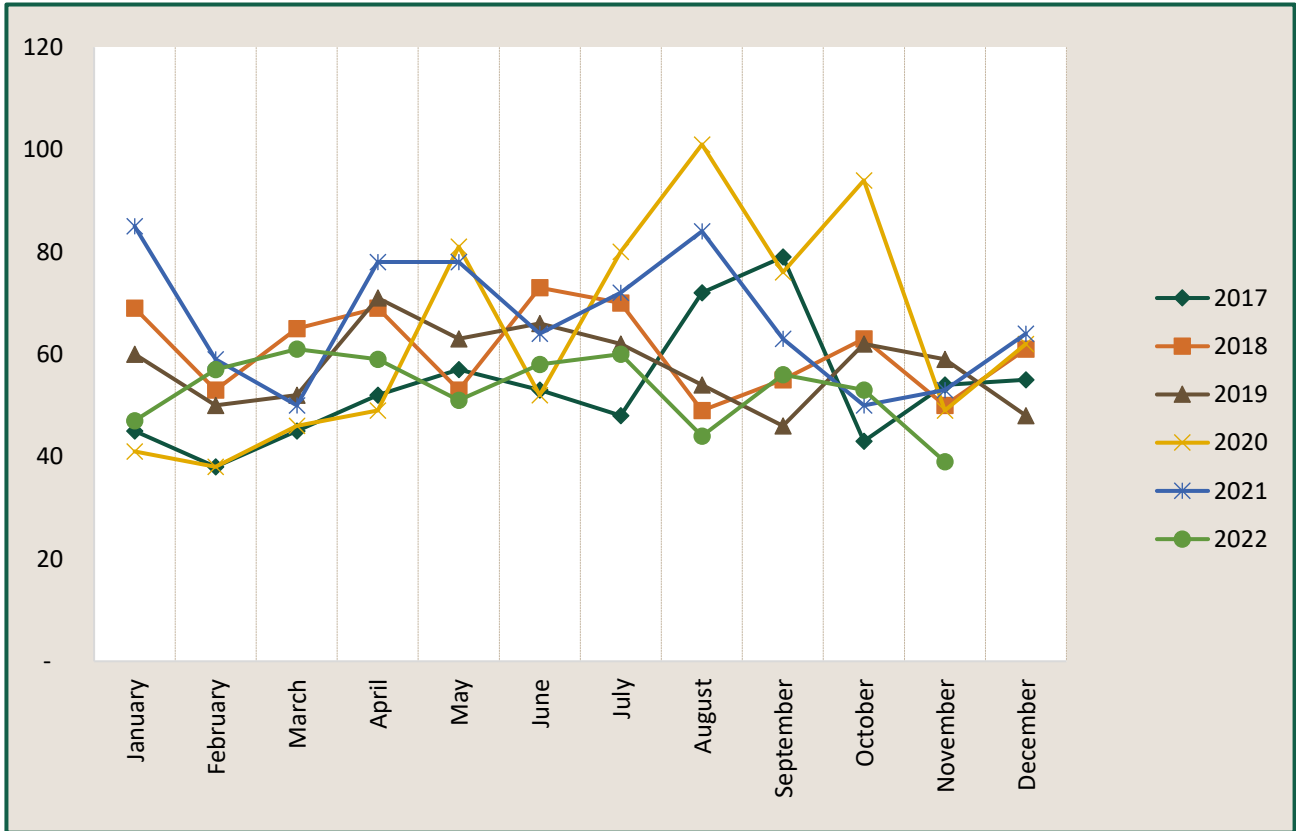
SPOKANE COUNTY SHERIFF'S OFFICE

Regional Intelligence Group 9

Citizen CFS With Deputy Response - Millwood



Time Period: November 2022



	2017	2018	2019	2020	2021	2022
January	45	69	60	41	85	47
February	38	53	50	38	59	57
March	45	65	52	46	50	61
April	52	69	71	49	78	59
May	57	53	63	81	78	51
June	53	73	66	52	64	58
July	48	70	62	80	72	60
August	72	49	54	101	84	44
September	79	55	46	76	63	56
October	43	63	62	94	50	53
November	54	50	59	49	53	39
December	55	61	48	62	64	
Grand Total	641	730	693	769	800	585

Produced: 12/12/2022

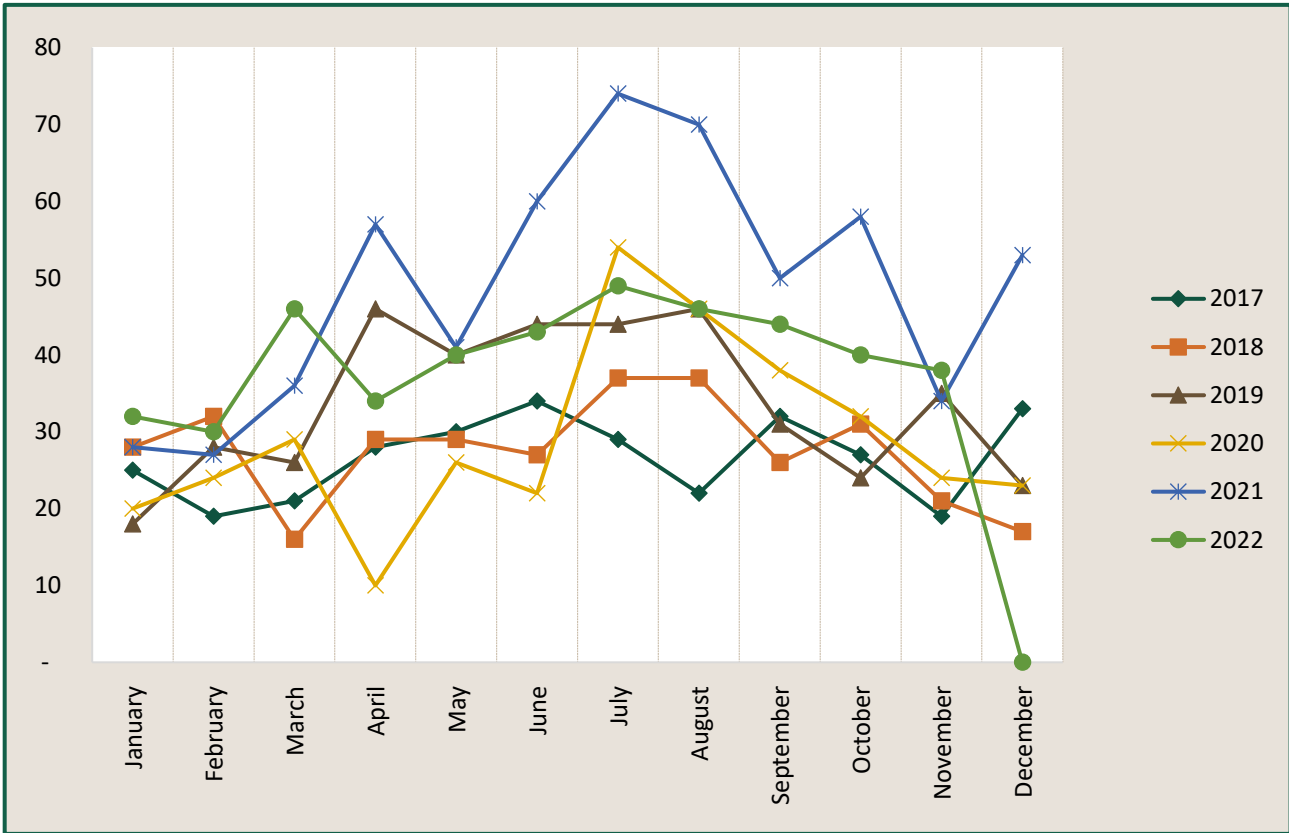
SPOKANE COUNTY SHERIFF'S OFFICE

Regional Intelligence Group 9

Citizen CFS Without Deputy Response - Millwood



Time Period: November 2022



	2017	2018	2019	2020	2021	2022
January	25	28	18	20	28	32
February	19	32	28	24	27	30
March	21	16	26	29	36	46
April	28	29	46	10	57	34
May	30	29	40	26	41	40
June	34	27	44	22	60	43
July	29	37	44	54	74	49
August	22	37	46	46	70	46
September	32	26	31	38	50	44
October	27	31	24	32	58	40
November	19	21	35	24	34	38
December	33	17	23	23	53	
Grand Total	319	330	405	348	588	442

Produced: 12/12/2022

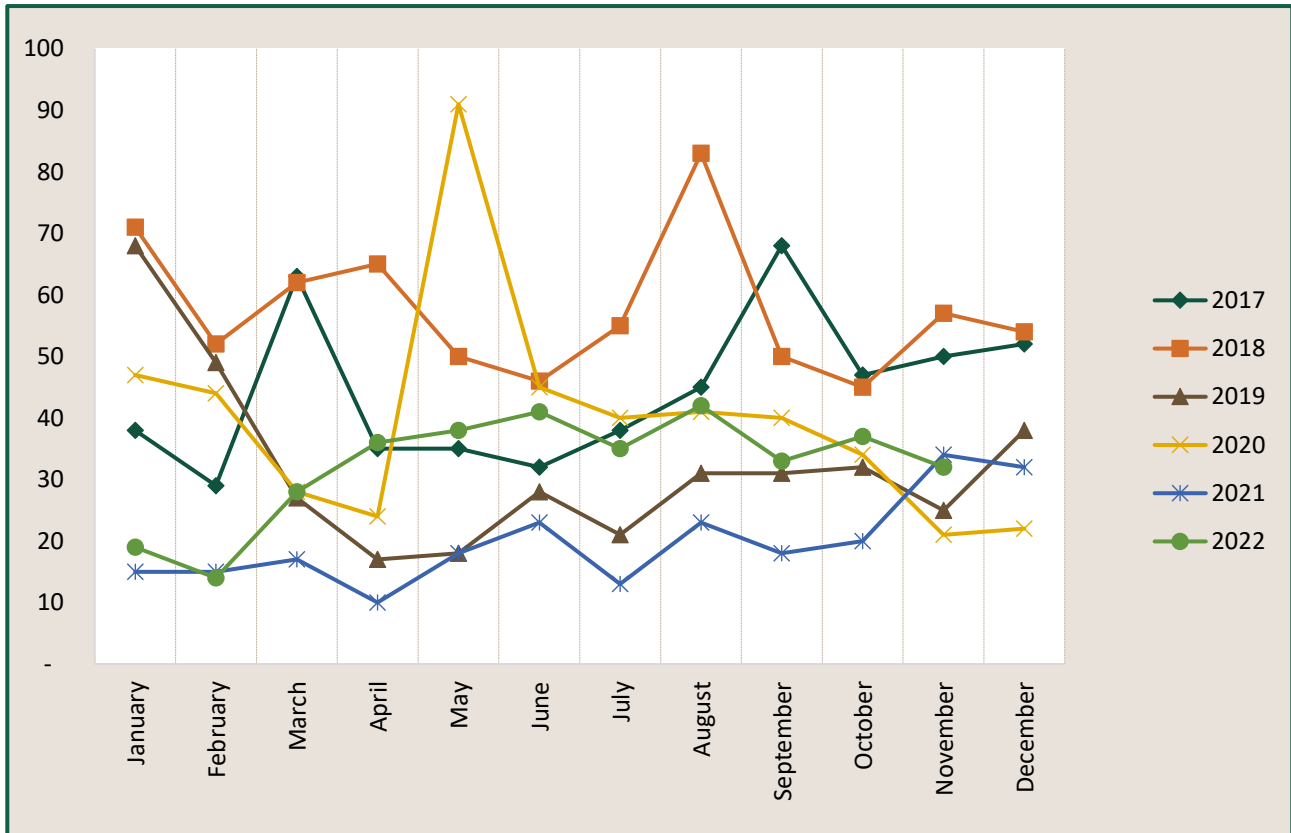
SPOKANE COUNTY SHERIFF'S OFFICE

Regional Intelligence Group 9

Deputy Initiated Incidents - Millwood



Time Period: November 2022



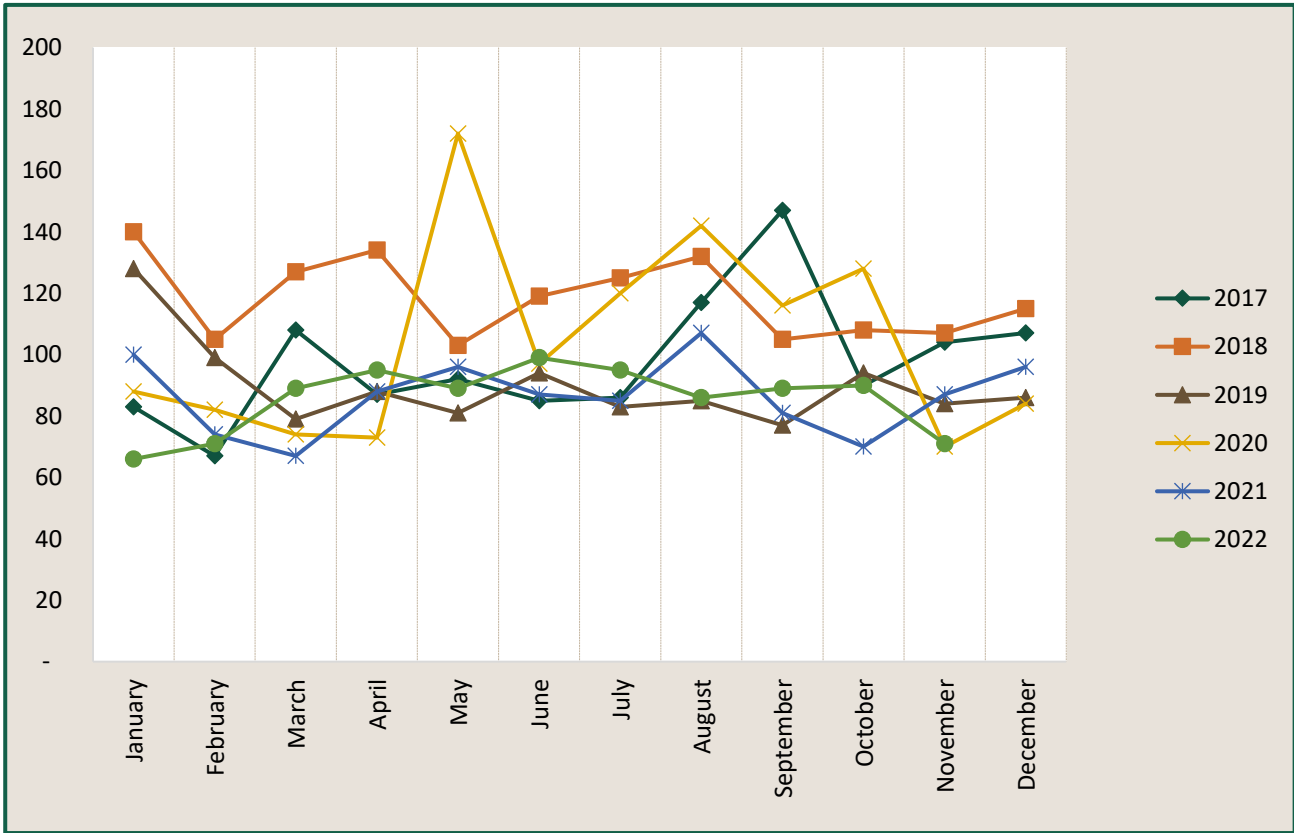
	2017	2018	2019	2020	2021	2022
January	38	71	68	47	15	19
February	29	52	49	44	15	14
March	63	62	27	28	17	28
April	35	65	17	24	10	36
May	35	50	18	91	18	38
June	32	46	28	45	23	41
July	38	55	21	40	13	35
August	45	83	31	41	23	42
September	68	50	31	40	18	33
October	47	45	32	34	20	37
November	50	57	25	21	34	32
December	52	54	38	22	32	
Grand Total	532	690	385	477	238	355

Produced: 12/12/2022

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



Time Period: November 2022



	2017	2018	2019	2020	2021	2022
January	83	140	128	88	100	66
February	67	105	99	82	74	71
March	108	127	79	74	67	89
April	87	134	88	73	88	95
May	92	103	81	172	96	89
June	85	119	94	97	87	99
July	86	125	83	120	85	95
August	117	132	85	142	107	86
September	147	105	77	116	81	89
October	90	108	94	128	70	90
November	104	107	84	70	87	71
December	107	115	86	84	96	
Grand Total	1,173	1,420	1,078	1,246	1,038	940

Produced: 12/12/2022

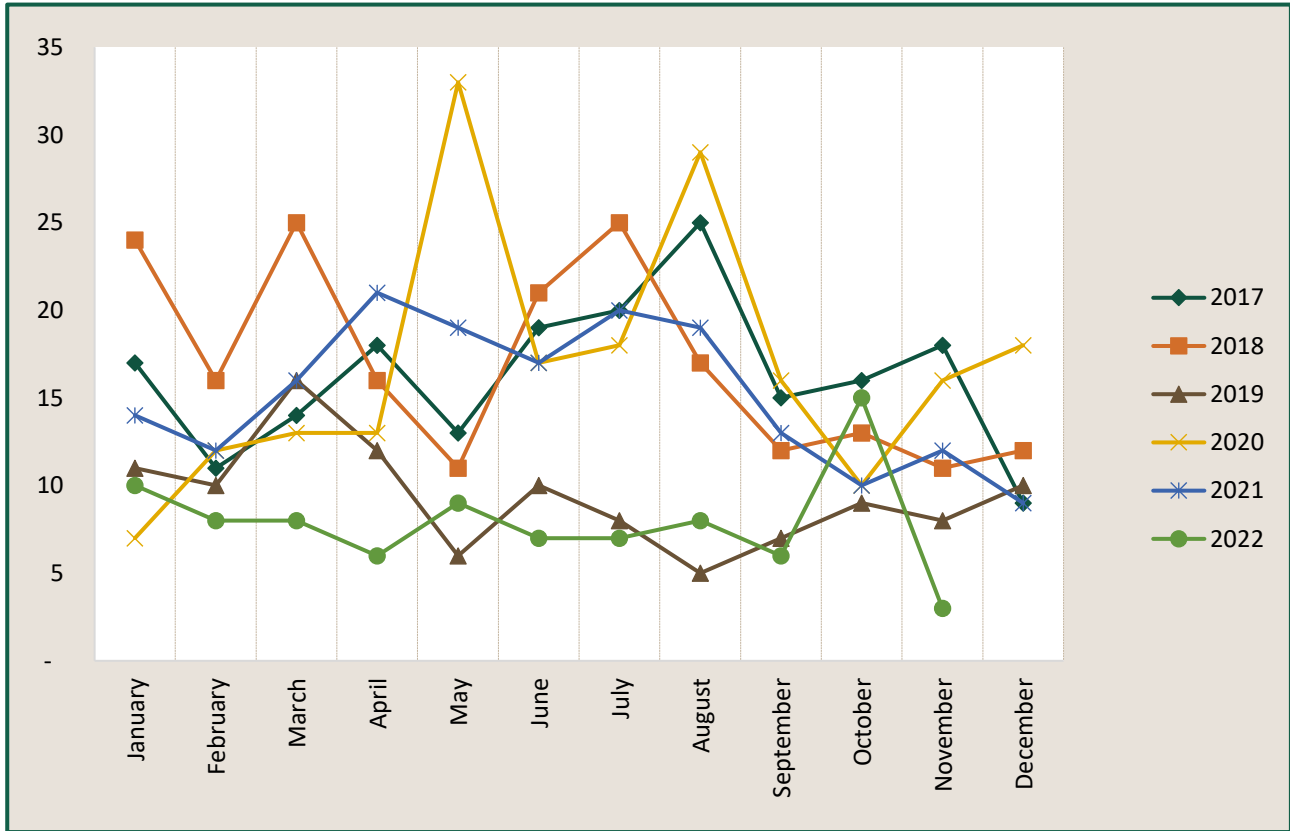
SPOKANE COUNTY SHERIFF'S OFFICE

Regional Intelligence Group 9

Crime Check Initiated Call For Service (CFS) - Millwood



Time Period: November 2022



	2017	2018	2019	2020	2021	2022
January	17	24	11	7	14	10
February	11	16	10	12	12	8
March	14	25	16	13	16	8
April	18	16	12	13	21	6
May	13	11	6	33	19	9
June	19	21	10	17	17	7
July	20	25	8	18	20	7
August	25	17	5	29	19	8
September	15	12	7	16	13	6
October	16	13	9	10	10	15
November	18	11	8	16	12	3
December	9	12	10	18	9	
Grand Total	195	203	112	202	182	87

Produced: 12/12/2022

SPOKANE COUNTY SHERIFF'S OFFICE

Regional Intelligence Group 9

Ticket Counts



Date Range: November 2022

Ticket Type	Spokane Valley Districts		Unincorporated Districts		All Districts	
	Ticket Count	Charges Count	Ticket Count	Charges Count	Ticket Count	Charges Count
Criminal Non Traffic	94	108	40	42	134	150
Criminal Traffic	40	52	28	32	68	84
Infraction Non Traffic	1	1	1	1	2	2
Infraction Traffic	359	424	162	218	521	642
Parking	1	1	0	0	1	1
Totals:	495	586	231	293	726	879

Ticket Type	Deer Park		Medical Lake		Millwood	
	Ticket Count	Charges Count	Ticket Count	Charges Count	Ticket Count	Charges Count
Criminal Non Traffic	1	1	5	5	1	1
Criminal Traffic	0	0	0	0	1	1
Infraction Non Traffic	0	0	0	0	0	0
Infraction Traffic	1	2	7	8	3	7
Parking	0	0	0	0	0	0
Totals:	2	3	12	13	5	9

Produced: 12/12/2022

SPOKANE COUNTY SHERIFF'S OFFICE

Regional Intelligence Group 9

Ticket Charge Details - Millwood



Date Range: November 2022

Charge	Count
46.16A.180.1: FAIL TO SIGN/CARRY/DISPLAY VEH REG	1
46.20.015: DRIVING MOTOR VEHICLE WITH AN EXPIRED LICENSE WITH VALID IDENTIFICATION	1
46.30.020: OPERATING A MOTOR VEHICLE WITHOUT INSURANCE	1
46.37.513: BUMPERS EQUIPMENT MISSING OR IMPROPER	1
46.52.010.1: HIT/RUN UNATTENDED VEHICLE	1
46.61.055: FAIL TO OBEY TRAFFIC CONTROL LEGEND	1
46.61.400.1: SPEEDING TOO FAST FOR CONDITIONS	1
46.61.400.3: SPEED FAIL TO REDUCE SPEED FOR CONDITIONS	1
9A.52.070.1: CRIMINAL TRESPASS FIRST DEGREE	1
Grand Total	9

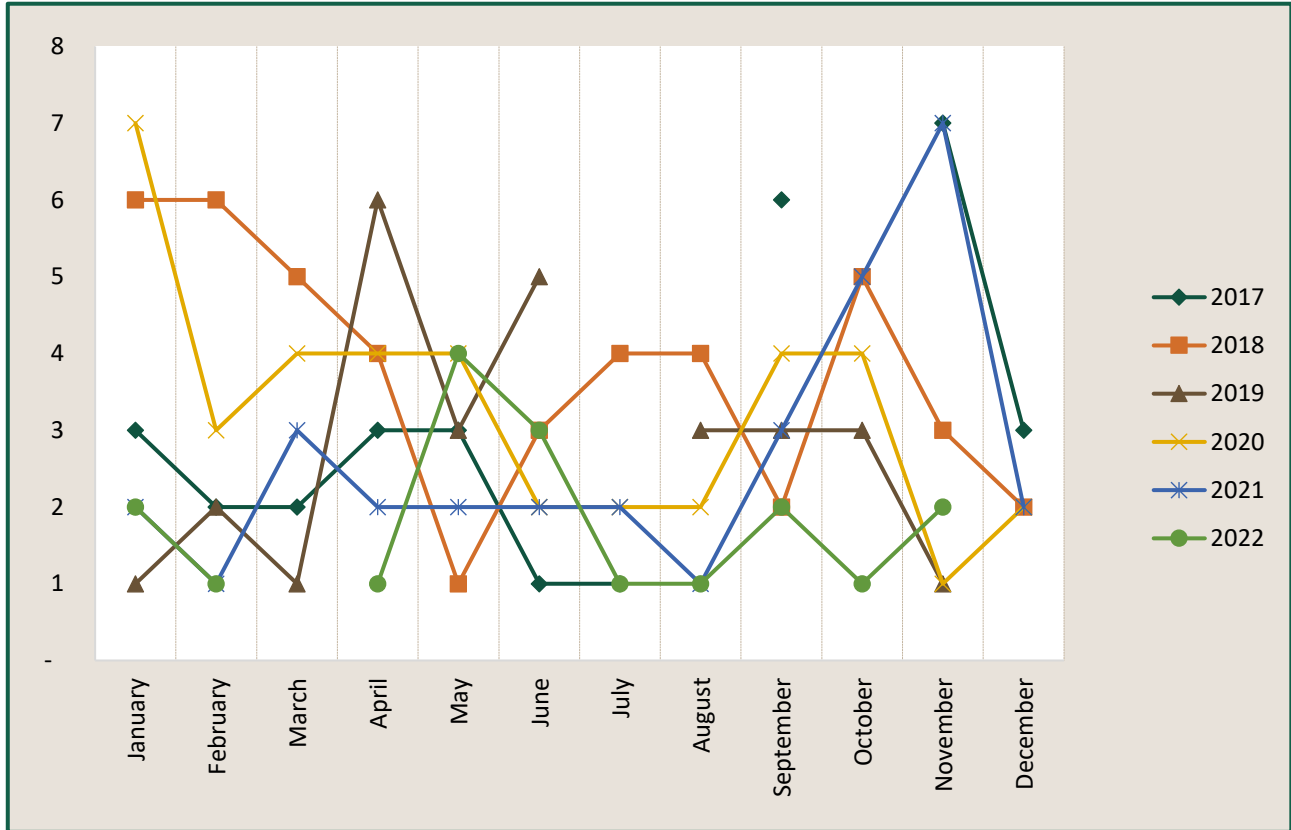
SPOKANE COUNTY SHERIFF'S OFFICE

Regional Intelligence Group 9

Criminal Ticket Counts - Millwood



Time Period: November 2022



	2017	2018	2019	2020	2021	2022
January	3	6	1	7	2	2
February	2	6	2	3	1	1
March	2	5	1	4	3	
April	3	4	6	4	2	1
May	3	1	3	4	2	4
June	1	3	5	2	2	3
July	1	4		2	2	1
August		4	3	2	1	1
September	6	2	3	4	3	2
October		5	3	4	5	1
November	7	3	1	1	7	2
December	3	2		2	2	
Grand Total	31	45	28	39	32	18

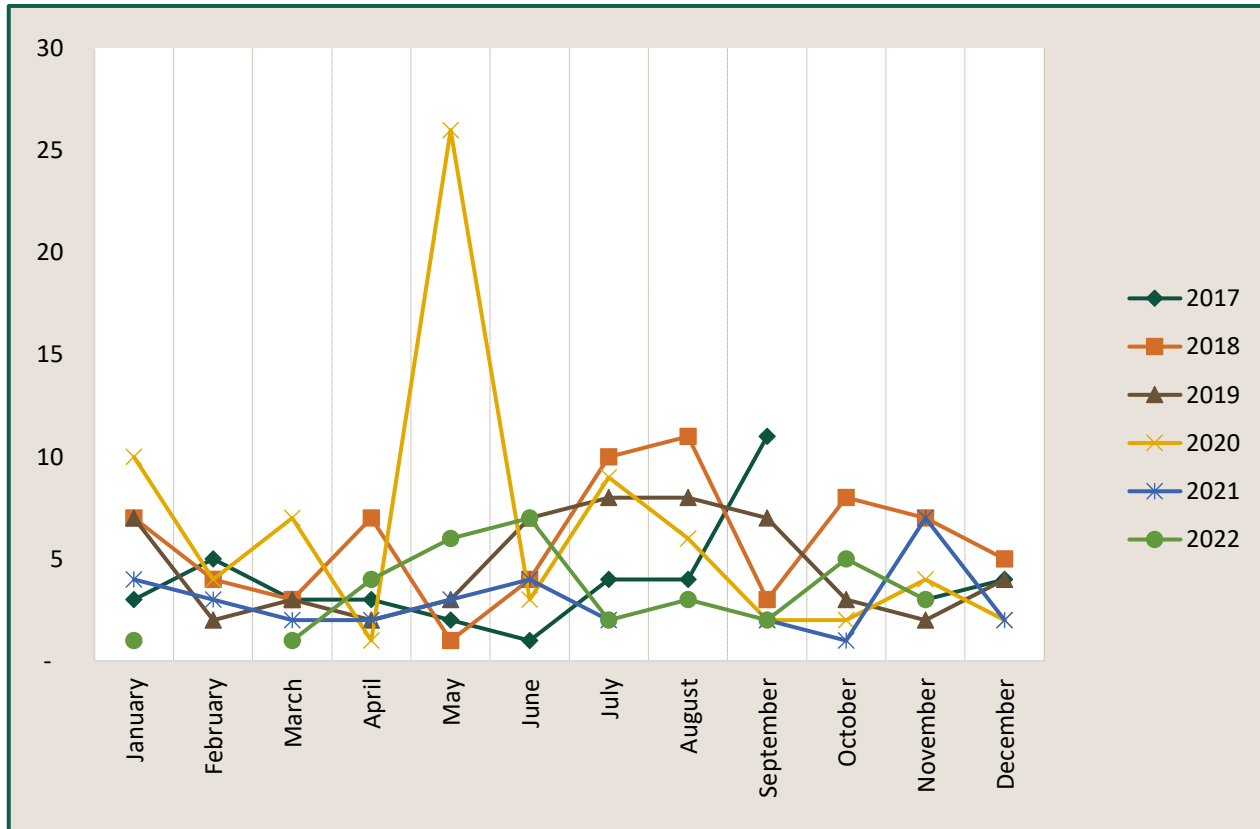
*Ticket Types included Criminal Non Traffic & Criminal Traffic

Produced: 12/12/2022

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



Time Period: November 2022



	2017	2018	2019	2020	2021	2022
January	3	7	7	10	4	1
February	5	4	2	4	3	
March	3	3	3	7	2	1
April	3	7	2	1	2	4
May	2	1	3	26	3	6
June	1	4	7	3	4	7
July	4	10	8	9	2	2
August	4	11	8	6		3
September	11	3	7	2	2	2
October		8	3	2	1	5
November	3	7	2	4	7	3
December	4	5	4	2	2	
Grand Total	43	70	56	76	32	34

* Ticket Types included are Infraction Non Traffic & Infraction Traffic

Produced: 12/12/2022

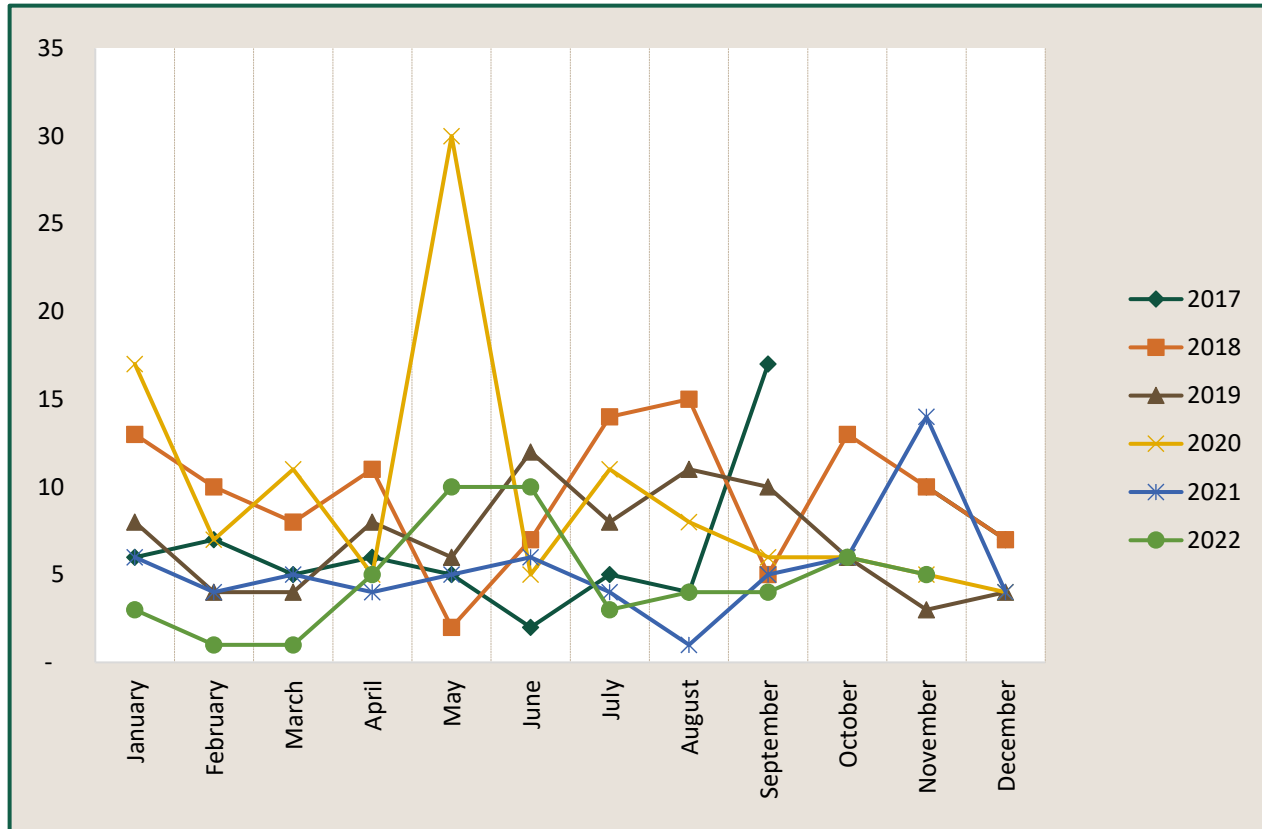
SPOKANE COUNTY SHERIFF'S OFFICE

Regional Intelligence Group 9

All Ticket Counts - Millwood



Time Period: November 2022



	2017	2018	2019	2020	2021	2022
January	6	13	8	17	6	3
February	7	10	4	7	4	1
March	5	8	4	11	5	1
April	6	11	8	5	4	5
May	5	2	6	30	5	10
June	2	7	12	5	6	10
July	5	14	8	11	4	3
August	4	15	11	8	1	4
September	17	5	10	6	5	4
October		13	6	6	6	6
November	10	10	3	5	14	5
December	7	7	4	4	4	
Grand Total	74	115	84	115	64	52

* All ticket types except parking

Produced: 12/12/2022