



**Town of Twisp
Council Meeting**

Tuesday, January 10th, 2023 – Time: 5:30 PM

Location: Twisp Civic Building

118 S Glover St.

If you would like to attend to the meeting online via computer, tablet, or smartphone, please visit our website and follow the link to join or navigate to the following

URL: <https://meet.goto.com/519216125>

If you would like to listen to the meeting over the phone, please use the following number: **[+1 \(872\) 240-3212](tel:+18722403212)**

Access Code: [519-216-125](https://meet.goto.com/519216125)

Anyone who wishes to make a verbal public comment may register in person before the meeting, or with the Clerk's Office via phone 509-997-4081 or email clerktreasurer@townoftwisp.com before 3:00 PM on the day of the meeting. Public Commenters must provide their name, address, and the topic of their comment. At the designated time, commenters will be called on by the Mayor. Comments will be limited to three (3) minutes in length.

Public comments may also be submitted in writing in advance of the meeting (via email to clerktreasurer@townoftwisp.com or dropbox at Town Hall) and must contain the Commenter's name, address, and comment. Written comments will NOT be read aloud at the meeting, but will be included on the meeting minutes.



**Town of Twisp
Council Meeting Agenda
Tuesday, January 10th, 2023 – Time: 5:30 PM**

Call to Order and Roll Call

Pledge of Allegiance – Council Member (Mayor’s Request)

Request for Additions &/or Changes to the Agenda

Public Comment Period:

Routine Items:

- **Mayor’s Report**
- **Staff Reports**
- **Committee/Commission/Board Reports**

New/Old Business:

- **Discussion/Action:** Ordinance #794 - Sewer Bond
- **Discussion/Action:** Ordinance #795 – TMC 12.05.120 - Sidewalk Snow Removal

Consent Agenda:

1. **Accounts Payable/Payroll**

Adjournment

TOWN OF TWISP, WASHINGTON

ORDINANCE NO. 795

AN ORDINANCE of the Town of Twisp, Washington, relating to the sewer system of the Town; providing for the issuance of a taxable sewer revenue bond of the Town in the principal amount of \$915,000, for the purpose of providing funds to pay part of the cost of the acquisition, construction and installation of improvements to the Town's sewer system; fixing the date, form, maturity, interest rate, terms and covenants of the bond; providing for the registration and authentication of the bond; creating, adopting and continuing certain funds and accounts; providing for the issuance of additional bonds; approving the sale and providing for the delivery of the bond to the United States of America, acting through its Department of Agriculture, Rural Utilities Service; and providing for other matters properly relating thereto.

PASSED: January 10, 2023

*Prepared by:
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** The cover page, table of contents and section headings of this Ordinance are for convenience of reference only, and shall not be used to resolve any question of interpretation of this Ordinance.*

TOWN OF TWISP, WASHINGTON

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BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF TWISP, as follows:

Section 1. Definitions

The words and phrases set forth in this Ordinance with initial capitalization shall have the respective meanings ascribed to such words and phrases in this section unless the context clearly requires otherwise.

(a) "Annual Debt Service" means, with respect to Parity Bonds for any calendar year, all the interest due on the Parity Bonds in such year, plus all principal of the Parity Bonds (including any such principal scheduled to be paid by means of mandatory redemption and sinking fund payment requirements) that will mature or become due in such year, less (except so long as the Purchaser is the Registered Owner) all capitalized interest payable in such year from the proceeds of any such bonds.

(b) "Average Annual Debt Service" means for the Parity Bonds, the sum of the Annual Debt Service for the remaining years to the last scheduled maturity of such Parity Bonds divided by the number of those years.

(c) "Bond" means the taxable sewer revenue bond of the Town authorized to be issued pursuant to Section 4 of this Ordinance.

(d) "Bond Register" means the registration books maintained by the Bond Registrar pursuant to Section 5 of this Ordinance.

(e) "Bond Registrar" means (i) the Treasurer, or (ii) upon a determination by the Treasurer that maintenance of the duties of the Bond Registrar is no longer convenient, a bank or trust company organized under the laws of the State, or a national banking association, and having a capital and surplus aggregating at least \$20,000,000, if there be such a bank, trust company or national banking association willing and able to accept the duties of Bond Registrar on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Ordinance.

(f) “Clerk” means the *de facto* or *de jure* Clerk of the Town, or other officer of the Town who is the custodian of the seal of the Town and of the records of the proceedings of the Council, and his successors in functions, if any.

(g) “Code” means the Internal Revenue Code of 1986, as amended, and applicable rules and regulations promulgated thereunder.

(h) “Commencement Date” means the date that is six months after the Dated Date; *provided*, if the Dated Date is the 29th, 30th or 31st day of the month, the Commencement Date will be the 28th day of the sixth month thereafter.

(i) “Construction Account” means the account of that name referred to in Section 10 of this Ordinance.

(j) “Council” means the Town Council of the Town.

(k) “Dated Date” means the date the Bond is issued and delivered to the Purchaser.

(l) “Debt Service Account” means the debt service account referred to in Section 10 of this Ordinance for the payment of the principal of and interest on the Parity Bonds.

(m) “Debt Service Reserve Account” means the debt service reserve account referred to in Section 10 of this Ordinance for the purpose of securing the payment of principal of and interest on any Parity Bonds.

(n) “Future Parity Bonds” means any and all revenue bonds of the Town hereafter issued, the payment of which, both principal and interest, constitutes a lien and charge upon Net Revenue and Sewer ULID Assessments equal in rank with the lien and charge upon Net Revenue and Sewer ULID Assessments for the payments required to pay and secure the payment of the then-Outstanding Parity Bonds.

(o) “Gross Revenue” means all of the earnings and revenues received from the operation and maintenance of the System, and earnings from the investment of money on deposit in the various accounts of the System. Gross Revenue also includes all earnings from the investment of money on deposit in the Debt Service Account; and all System connection and capital improvement charges. Gross Revenue does not include: (1) principal proceeds of Future Parity Bonds or any other borrowings, (2) amounts collected in respect of Town-imposed utility taxes, (3) earnings or proceeds from any investments in a trust account created to defease or refund revenue obligations of the System or held in a special account for the purpose of paying a rebate to the United States Government under the Code, (4) local improvement district assessments (including Sewer ULID Assessments), (5) grants, gifts, income and revenue which are restricted or may not legally be pledged for revenue bond debt service, (6) payments received in respect of any bond insurance policy or reserve surety, or insurance or condemnation proceeds used for the replacement of capital projects or equipment, (7) proceeds from the sale of System property; (8) any tax credit subsidy payments; or (9) any revenue from a separate utility system.

(p) “Installment Payment Date” means the Commencement Date and that day of every sixth month thereafter to and including the final maturity of the Bond.

(q) “Interest Rate” means the *per annum* interest rate specified by the Purchaser for the Bond pursuant to the Purchaser’s Water and Environmental Program. Such rate is expected to be the lower of (i) the applicable interest rate as of the date the Purchaser mails a signed copy of Form 1940-1 with regard to the Bond to the Town or (ii) the applicable interest rate on the Dated Date.

(r) “Interim Loan” means the aggregate amount borrowed by the Town under the line of credit incurred by the Town, pursuant to the Purchaser’s requirements, to pay costs of the Project pending receipt of Bond proceeds.

(s) “Interim Loan Ordinance” means Ordinance No. 775, passed by the Council and approved by the Mayor on September 28, 2021, authorizing the issuance of the Interim Loan.

(t) “Junior Lien Obligations” has the meaning specified in Section 2(b) hereof.

(u) “Letter of Conditions” shall have the meaning specified in Section 2(c) hereof.

(v) “Loan Resolution” means the RUS Bulletin 1780-27 “Loan Resolution” adopted by the Council on August 10, 2021, pursuant to the loan conditions established by the Purchaser.

(w) “Maximum Annual Debt Service” means the maximum amount of Annual Debt Service which will become due in any future year on the Parity Bonds.

(x) “Mayor” means the *de facto* or *de jure* Mayor of the Town (including the Mayor pro tempore in the Mayor’s absence), or any presiding officer or titular head of the Town and her successors in functions, if any.

(y) “Net Revenue” means Gross Revenue less Operating and Maintenance Expenses.

(z) “Operating and Maintenance Expenses” means all reasonable expenses incurred by the Town in causing the System to be operated and maintained in good repair, working order and condition, including general maintenance and administrative costs of the Town allocated to the System, but does not include non-cash accounting items (*e.g.*, depreciation, amounts treated as expenses under accounting guidelines with respect to unfunded contributions to pension or other post-employment benefit plans, non-exchange financial guarantees, potential environmental liabilities, or similar items) or capital additions or capital replacements to the System.

(aa) “Ordinance” means this Ordinance passed by the Council and approved by the Mayor on January 10, 2023.

(bb) “Outstanding,” when used with reference to a Parity Bond, as of any particular date, shall mean all such bonds that have been issued, executed, authenticated and delivered under this Ordinance, or under any ordinance authorizing the issuance of Future Parity Bonds, except (i) Parity Bonds cancelled because of payment or redemption prior to their stated dates of maturity, and (ii) any Parity Bond (or portion thereof) deemed to have been paid pursuant to the ordinance under which it was issued.

(cc) “Parity Bonds” means the Bond, and any Future Parity Bonds.

(dd) “Parity Certificate” shall have the meaning specified in Section 14(e) hereof.

(ee) “Project” means the plan of additions to and betterments and extensions of the System as more particularly described in Section 3 of the Interim Loan Ordinance.

(ff) “Purchaser” means the United States of America acting through its Department of Agriculture, Rural Utilities Service.

(gg) “RCW” means the Revised Code of Washington.

(hh) “Registered Owner” means the entity or person named as the registered owner of the Bond on the Bond Register, initially the Purchaser.

(ii) “Reserve Requirement” means an amount equal to the Annual Debt Service for the Bond, to be accumulated by the tenth anniversary of the Dated Date in approximately equal monthly payments commencing with the first month following the Dated Date. Any ordinance authorizing Future Parity Bonds shall specify the amount, if any, to be held as a “reserve requirement” for such Future Parity Bonds. For so long as the Purchaser is the Registered Owner, the Purchaser can require that such reserve requirement for Future Parity Bonds be proportionate to that for the Bond.

(jj) “Revenue Fund” means the Town’s existing Sewer Fund, which is an enterprise fund of the Town in which Gross Revenue is deposited.

(kk) “Sewer ULID” means any utility local improvement district of the Town created for the purpose of financing improvements to the System, and if the sewer and water systems of the Town are later combined, any ULID thereafter created for sewer or water improvements, or both.

(ll) “Sewer ULID Assessments” means the assessments levied in any Sewer ULID created pursuant to State law in connection with an improvement to the System financed by the issuance of Future Parity Bonds, the assessments in which are pledged to be paid into the Debt Service Account, including installments thereof and interest and any penalties thereon.

(mm) “Short-Lived Asset Reserve Account” means the account of that name referred to in Section 10 of this Ordinance.

(nn) “Short-Lived Assets” means those assets described by the Purchaser and referenced in the Letter of Conditions.

(oo) “State” means the State of Washington.

(pp) “System” means the sewer system of the Town, together with all additions thereto and betterments and extensions thereof at any time made or constructed.

(qq) “Town” means the Town of Twisp, Washington.

(rr) “Treasurer” means the *de facto* or *de jure* Treasurer of the Town, and his successors in functions, if any.

Section 2. Recitals

The Council takes note of the following facts and hereby makes the following findings and determinations:

(a) The Town is a municipal corporation duly organized and existing under the laws of the State. Pursuant to the provisions of chapter 35.67 RCW, the Town is authorized to acquire, construct, install, and operate a sewer system. The Town has not combined its sewer system with its water system pursuant to chapter 35.67 RCW. The Town is authorized to conduct proceedings and to issue revenue bonds pursuant to chapters 35.41, 35.67 and 39.46 RCW to finance the acquisition, construction and installation of improvements to the System.

(b) The Town has certain outstanding loans from the State Department of Ecology (the “Junior Lien Obligations”). To the extent any of the Junior Lien Obligations are payable from System revenue, such Junior Lien Obligations do not prohibit the Town from issuing revenue obligations having a lien or charge on System revenue prior and superior to that of such Junior Lien Obligations. Upon issuance of the Bond, the lien or charge on System revenue of such Junior Lien Obligations will be subordinate to that of the Bond.

(c) The Purchaser provided the Town with a Letter of Conditions dated August 31, 2020 (the “Letter of Conditions”), establishing the conditions under which the Purchaser would loan and grant money to the Town to finance the acquisition, construction and installation of improvements to the System. The Council adopted the Loan Resolution. RCW 39.69.020 authorizes the Town to enter into a loan agreement with the United States Government and to evidence the Town’s obligation to repay the loan under the terms and conditions of such loan agreement. Chapter 39.48 RCW authorizes the Town to sell the Bond to the Purchaser by private sale at a price of not less than par plus accrued interest. The Purchaser has offered to purchase the Bond according to the terms set forth herein and in the Letter of Conditions.

(d) It is advisable for the Town to acquire, construct and install the Project. In determining the costs of the Project pursuant to RCW 35.41.090, the Council estimates that the total costs of the Project will be \$3,591,200. It is advisable for the Town to provide funds for defraying a portion of the costs of the Project from the proceeds of the sale of a revenue bond (*i.e.*, the Bond).

(e) The Gross Revenue and benefits to be derived from the operation and maintenance of the System, at the rates to be charged for service from the System, will be more than sufficient to meet all Operating and Maintenance Expenses and to permit the setting aside into the Debt Service Account of the amounts of Net Revenue that, together with Sewer ULID Assessments, will be sufficient to pay the principal of and interest on the Bond when due. In fixing the amounts to be paid into the Debt Service Account out of the Gross Revenue, the Council has had due regard for Operating and Maintenance Expenses and the payments required to be made for the Bond and other obligations payable from Gross Revenue. The Council has not obligated the Town to set aside into the Debt Service Account a greater amount of Gross Revenue than, in the Council’s judgment, will be available over and above Operating and Maintenance Expenses and the amount of Gross Revenue previously pledged for the payment of outstanding obligations.

(f) Based on the foregoing, it is in the Town’s best interest to authorize (i) the issuance of the Bond to evidence the Town’s obligation to repay the loan from the Purchaser, (ii) the repayment of the Interim Loan, and (iii) the delivery of the Bond to the Purchaser upon the terms set forth in this Ordinance.

Section 3. The Project

The Town hereby ratifies its plan for accomplishing the Project as set forth in Section 3 of the Interim Loan Ordinance, all as more particularly described in the plans and specifications prepared by Varela and Associates, consulting engineers to the Town, and now on file in the office of the Clerk-Treasurer. The total cost of the Project is estimated to be \$3,591,200. The Council may make such changes prior to or during the actual construction of the Project where, in its judgment, it appears advisable; *provided*, such changes do not substantially modify the Project.

Section 4. Authorization and Description of the Bond

(a) For the purpose of paying costs of the Project, including paying the costs of issuing the Bond and repaying the Interim Loan, the Town shall cause to be issued a single, taxable sewer revenue bond as set forth in this Ordinance. The Bond shall be a special obligation of the Town payable from Net Revenue and Sewer ULID Assessments. The Bond shall not be a general obligation of the Town. The Town’s full faith, credit and resources are not pledged for the payment of the Bond.

(b) The Bond shall be dated the Dated Date; shall be designated as the “Sewer Revenue Bond, 2023 (Taxable)” of the Town; shall be in the principal amount of \$915,000; shall mature on the Installment Payment Date that occurs on (or immediately before) the 40th anniversary of the Dated Date (or such earlier date that the principal of and interest on the Bond is fully paid); shall bear interest from the Dated Date at the Interest Rate on its outstanding principal balance (computed on the basis of a 365-day year for actual number of days elapsed); shall be numbered R-1, with any additional designation as the Bond Registrar deems necessary for purposes of identification; and shall be issued only in registered form as to both principal and interest on the Bond Register. Principal of and interest on the Bond shall be payable in approximately equal semiannual amortized installments on each Installment Payment Date, beginning with the Commencement Date, in an amount required to amortize the Bond over the term thereof, except that the last such payment shall be in an amount equal to the remaining principal and interest due on the Bond. Bond proceeds shall be used to pay the principal of and interest on the Interim Loan before such Bond proceeds can be used for the other purposes authorized herein. The Interim Loan shall be paid and redeemed as soon as practicable after the Bond is issued. The Treasurer is hereby authorized to cause any notice of redemption to be given in the manner required by the Interim Loan and to do everything necessary to accomplish the repayment and redemption of the Interim Loan.

Section 5. Appointment of Bond Registrar, Registration and Transfer of the Bond

(a) Pursuant to RCW 39.46.030(4), the Treasurer is appointed as the initial Bond Registrar for the Bond. The Bond Registrar shall keep, or cause to be kept, at its office, sufficient books for purposes of registering the name, mailing address and taxpayer identification number of the Registered Owner, and for registering any transfer of Bond ownership (*i.e.*, the “Bond Register”). The Bond Register shall at all times be open to inspection by the Town. In addition to

maintaining the Bond Register, the Bond Registrar is authorized and directed to perform the following duties with respect to the Bond: (i) to authenticate the Bond upon the initial issuance thereof by executing the Certificate of Authentication contained thereon; (ii) to authenticate and deliver any Bond that is transferred in accordance with the provisions thereof and this Ordinance; (iii) to serve as the Town's paying agent for the Bond; (iv) to imprint on each Bond transferred or exchanged pursuant to this Ordinance the name of the Registered Owner, the principal amount of the Bond, the interest rate borne by the Bond, and the maturity date of the Bond; (v) to cancel the Bond returned to the Bond Registrar upon the payment in full thereof by punching holes through the signatures on the Bond and by writing clearly across the face of such Bond the word "cancelled;" and (vi) to carry out all of the Bond Registrar's duties otherwise described in this Ordinance. The Bond Registrar shall be responsible for its representations contained in the Certificate of Authentication on the Bond.

(b) The Bond may be transferred only in whole and only if endorsed in the manner provided thereon and surrendered to the Bond Registrar. Any transfer shall be without cost to the Registered Owner or transferee and shall be noted in the Bond Register. The Bond Registrar shall not be obligated to transfer the Bond during the 15 days preceding any Installment Payment Date.

Section 6. Payment of the Bond

Installments of principal and interest on the Bond shall be payable in lawful money of the United States of America and shall be paid by check, draft or preauthorized debit of the Bond Registrar and sent to the Registered Owner so that the Registered Owner receives said payments when due at the address appearing on the Bond Register; *provided*, if the Registered Owner is other than the Purchaser, then the last installment of principal and interest on the Bond shall be payable only upon presentation and surrender of the Bond by the Registered Owner at the office of the Bond Registrar. Notwithstanding the foregoing, the Town may engage in any payment program established by the Purchaser from time to time, so long as the Town can engage in such program under State law. The Bond Registrar shall destroy the Bond when surrendered for final payment and furnish the Town a certificate of destruction within 30 days following the surrender and payment in full of the Bond.

Section 7. Failure to Pay Installments

If any installment of principal of and interest on the Bond is not paid when due, the Town shall be obligated to pay interest on that installment at the same rate provided in the Bond from and after its payment date until that installment, both principal and interest, is paid in full.

Section 8. Optional Payment; Notice

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of the Town. Refunds, extra payments and loan proceeds obtained from outside sources for the purpose of paying down the Bond, shall, after payment of interest, be applied to principal. Partial prepayment shall not affect the obligation of the Town to pay the remaining installments as scheduled. Notice of any such optional prepayment shall be given at least 10 days prior to the prepayment date by mailing to the Registered Owner a notice fixing such prepayment date and specifying the amount to be prepaid.

Section 9. Execution, Issuance and Delivery of the Bond and Related Documents

(a) The Town will issue and deliver the Bond to the Purchaser on the date the Purchaser pays the Town \$915,000 in exchange therefor (*i.e.*, the Dated Date). The Bond shall be prepared in a form consistent with the provisions of this Ordinance and State law, shall be signed by the Mayor and Clerk-Treasurer, either or both of whose signatures may be manual or in facsimile, and shall have the seal of the Town (or a facsimile reproduction thereof) impressed or printed thereon.

(b) The Bond shall not be valid or obligatory for any purpose, or entitled to the benefits of this Ordinance, unless such Bond bears a certificate of authentication manually signed by the Bond Registrar stating: “This Bond is the fully registered Town of Twisp, Washington, Sewer Revenue Bond, 2023 (Taxable), described in the Bond Ordinance.” A minor deviation in the language of such certificate shall not void a certificate of authentication that otherwise is substantially in the form of the foregoing. The authorized signing of a certificate of authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this Ordinance.

(c) The Mayor and Clerk-Treasurer, or their designees, are severally authorized and directed to: (i) do everything necessary for the execution, issuance and delivery of the Bond; and (ii) execute and deliver any documents, agreements, certificates, receipts and instruments that are necessary or appropriate in their discretion to give effect to this Ordinance and to consummate the borrowing of money authorized herein.

(d) The Town directs Foster Garvey P.C., as the Town’s bond counsel, to prepare the Bond and such other documents, agreements, certificates, receipts and instruments as may be necessary and appropriate to properly document the issuance and delivery of the Bond to the Purchaser and the receipt of money by the Town from the Purchaser. Such law firm shall coordinate the execution and delivery of such documents on behalf of the Town, and shall compile and distribute to the Town and the Purchaser a transcript containing such documents (or copies thereof) as it deems necessary to support its legal opinions rendered in connection with the issuance of the Bond.

Section 10. Creation or Continuance of Funds

(a) *Creation or Continuance of Funds.* The following fund and accounts shall be created (or if previously created, shall be continued) and maintained in the office of the Treasurer to comply with the provisions of this Ordinance: (i) the Revenue Fund, which is a special fund of the Town; (ii) a debt service account within the Revenue Fund (the “Debt Service Account”); (iii) a debt service reserve account within the Revenue Fund (the “Debt Service Reserve Account”); (iv) a project account within the Revenue Fund (the “Construction Account”); and (v) an asset replacement reserve account within the Revenue Fund (the “Short-Lived Asset Reserve Account”). Each fund and account shall be maintained by the Treasurer as a separate and distinct fund or account to be held, managed, invested, disbursed and administered as provided in this Ordinance. All money deposited in such fund or accounts shall be used solely for the purposes set forth in this Ordinance. The Treasurer shall keep and maintain adequate records pertaining to each fund and account, and all disbursements therefrom, in accordance with general practices and procedures in effect from time to time. The Treasurer may establish such additional accounts or subaccounts as is deemed necessary or useful, or for the purpose of complying with the requirements of the Code relating to arbitrage, but the

establishment of any such account or subaccount shall not alter or modify any of the requirements of this Ordinance with respect to a deposit or use of money in the funds or accounts.

(b) *Debt Service Account.* Proceeds of the Bond in an amount sufficient to pay the principal of and interest on the Interim Loan shall be deposited in the Debt Service Account and used for such purpose as soon as practicable pursuant to Section 4(b) hereof. Thereafter, the Debt Service Account is to be drawn upon for the sole purpose of paying the principal of and interest on the Parity Bonds. For so long as any principal of the Bond is outstanding against the Debt Service Account, the Town shall pay into the Debt Service Account all Sewer ULID Assessments on their collection and, from Net Revenue, pay into the Debt Service Account prior to each Installment Payment Date an amount that is sufficient (together with other money on deposit in the Debt Service Account) to pay the installment of principal and interest falling due on such Installment Payment Date. The Town may (but shall not be required to) transfer any money from any funds or accounts of the Town legally available therefor to meet the required payments to be made into the Debt Service Account.

(c) *Debt Service Reserve Account.* The Debt Service Reserve Account shall be maintained for the purpose of securing the payment of the principal of and interest on the Parity Bonds, and shall be used solely for the purpose of making up any deficiency existing in the Debt Service Account to meet maturing installments of either principal or interest, as the case may be, on any outstanding bonds payable out of the Debt Service Account. So long as any principal of the Bond is outstanding, the Town shall deposit into the Debt Service Reserve Account the Reserve Requirement for the Bond (at the times and in the amounts described in the definition of “Reserve Requirement” in Section 1 hereof). When the Debt Service Reserve Account is funded at the Reserve Requirement for the Bond, the Town will at all times maintain at least such amount therein (except to the extent withdrawals are made from the Debt Service Reserve Account as authorized by this Ordinance). Any deficiency created in the Debt Service Reserve Account by reason of a withdrawal therefrom shall then be made up from money derived from Net Revenue first available after making necessary provisions for the required payments into the Debt Service Account. The Town may use any excess money in the Debt Service Reserve Account to make extra payments on the Bond in the manner authorized by Section 8 of this Ordinance. The money and investments in the Debt Service Reserve Account otherwise shall be held intact and may be applied against the last outstanding bonds payable out of the Debt Service Account. For so long as the Purchaser is the Registered Owner, the Town shall not disburse money from the Debt Service Reserve Account without receiving the prior written consent of the Purchaser; *provided*, the Town may create one or more subaccounts in the Debt Service Reserve Account in connection with the issuance of Future Parity Bonds and, if such subaccounts are funded from the proceeds of such Future Parity Bonds, from Net Revenue and/or from Sewer ULID Assessments, may provide in the ordinance(s) authorizing such Future Parity Bonds that money can be withdrawn from such subaccounts without the Purchaser’s prior written consent.

(d) *Construction Account.* Bond proceeds not deposited into the Debt Service Account pursuant to subsection (b) above shall be deposited into the Construction Account. The costs of carrying out the Project, including the costs of issuing the Bond, shall be paid from the Construction Account. All withdrawals from the Construction Account shall be approved by the Purchaser.

(e) *Short-Lived Asset Reserve Account.* The Short-Lived Asset Reserve Account shall be maintained for the exclusive purpose of replacing Short-Lived Assets. The Town shall deposit at least \$24,000 annually into the Short-Lived Asset Reserve Account. The first deposit into the

Short-Lived Asset Reserve Account shall be made no later than the Commencement Date. Amounts on deposit from time to time in the Short-Lived Asset Reserve Account are not pledged to the payment of the Parity Bonds. For so long as the Purchaser is the Registered Owner, the Town shall not disburse money from the Short-Lived Asset Reserve Account without receiving the prior written consent of the Purchaser.

(f) *Investment of Funds.* The money in the Construction Account and the Short-Lived Asset Reserve Account may be kept in cash or deposited in institutions permitted by law in an amount in each institution not greater than the amount insured by a state or the Federal Government, or may be invested in readily marketable securities backed by the full faith and credit of the United States of America maturing (or subject to sale by the Town) not later than the time such money must be expended from the account so invested. The money in the Debt Service Account and the Debt Service Reserve Account may be invested in any investment permitted by law for Town funds. The interest and investment earnings on such accounts shall be used as follows: (i) interest and investment earnings on amounts in the Debt Service Account shall be retained in the Debt Service Account and used to pay debt service on the Parity Bonds; (ii) interest and investment earnings on amounts in the Debt Service Reserve Account shall be retained in the Debt Service Reserve Account until the total Reserve Requirement has been accumulated therein, after which time such earnings shall be deposited in the Debt Service Account; (iii) interest and investment earnings on amounts in the Construction Account may be retained in such account or, at the Town's discretion, may be deposited into the Debt Service Account; and (iv) interest and investment earnings on amounts in the Short-Lived Asset Reserve Account shall be retained in such account and used for the purposes of such account. Notwithstanding the provisions for the deposit of earnings, any earnings which are subject to a federal tax or rebate requirement may be withdrawn from any such fund or account for deposit in a separate fund or account for that purpose.

Section 11. Flow of Funds

All Sewer ULID Assessments shall be paid into the Debt Service Account and, if permitted by the ordinance confirming the assessment roll for such Sewer ULID Assessments, into the Debt Service Reserve Account. The Gross Revenue shall be allocated to the Revenue Fund, shall be used for the following purposes only, and shall be applied in the following order of priority:

- (a) to pay Operating and Maintenance Expenses;
- (b) to make all deposits as required to be made into the Debt Service Account pursuant to this Ordinance and pursuant to any ordinance authorizing the issuance of Future Parity Bonds;
- (c) to make all deposits required to be made into the Debt Service Reserve Account pursuant to this Ordinance and pursuant to any ordinance authorizing the issuance of Future Parity Bonds;
- (d) to make all deposits required to be made into the Short-Lived Asset Reserve Account pursuant to this Ordinance and pursuant to any ordinance authorizing the issuance of Future Parity Bonds; and
- (e) to make any other payments, transfers or deposits for a System purpose as may be lawful for Gross Revenue.

Section 12. Pledge of Revenue and Lien Position

Net Revenue and all Sewer ULID Assessments are hereby pledged irrevocably by the Town for the payment of the Bond. This pledge shall constitute a lien and charge upon Net Revenue and Sewer ULID Assessments prior and superior to any other lien and charge whatsoever, except such liens and charges as may be created in favor of any Future Parity Bonds on a parity with this pledge in favor of the Bond. The Bond is not a general obligation of the Town, and the Town's full faith, credit and resources are not pledged for the payment of the Bond. The lien created by this Ordinance is declared to be senior to the liens created by the Junior Lien Obligations.

Section 13. Covenants

The Town hereby covenants and agrees with the Registered Owner as follows:

(a) All Sewer ULID Assessments shall be paid into the Debt Service Account and/or the Debt Service Reserve Account and may be used to pay the principal of and interest on the Parity Bonds without those Sewer ULID Assessments being particularly allocated to the payment of the principal of and interest on any particular issue of bonds. Nothing in this Ordinance shall be construed to prohibit the Town from issuing revenue bonds (or incurring other obligations) junior in lien to the Bond and pledging as security for their payment assessments levied in any Sewer ULIDs which may have been specifically created to pay the cost of improvements to the System for which those junior lien obligations were specifically issued. Notwithstanding the foregoing, for so long as the Purchaser is the Registered Owner, the Town will not issue subordinate lien obligations payable from Net Revenue without receiving the prior written consent of the Purchaser.

(b) The Town will establish, maintain and collect such rates and charges for commodities and services furnished by the System as will produce sufficient Gross Revenue to meet the Operating and Maintenance Expenses, the debt service requirements of the Bond, and any outstanding Future Parity Bonds as they come due, to establish and maintain the Debt Service Reserve Account and the Short-Lived Asset Reserve Account, and to maintain the System in sound financial condition.

(c) The Town will at all times maintain and keep the System in good repair, working order and condition, and also will at all times operate the System and the business in connection therewith in an efficient manner and at a reasonable cost.

(d) The Town will, while the Bond remains outstanding, keep proper and separate accounts and records relating to the operation and financial condition of the System and will grant the Purchaser the right at all reasonable times to inspect the System and all records, accounts and data of the Town relating thereto.

(e) The Town will, for so long as the Purchaser is the Registered Owner, submit to the Purchaser an annual operating budget relating to the System; submit to the Purchaser audits (or management reports in lieu of audits) relating to the System, as determined by the Purchaser on an annual basis; and provide such additional information and reports as may be reasonably requested by the Purchaser from time to time.

(f) The Town will at all times: (i) provide fidelity bonds (or similar insurance coverage) in an amount not less than the total of the Annual Debt Service and the annual Debt Service Reserve Account payment on the Bond for all persons who will have access to Gross Revenue and the funds

created hereunder; (ii) maintain fire and extended coverage insurance in an amount at least equal to the depreciated replacement value for all equipment, machinery and above-ground structures of the System; (iii) maintain reasonable and customary general liability insurance for the System including vehicular coverage; and (iv) maintain worker's compensation insurance.

(g) The Town will not furnish commodities or services of the System to any customer whatsoever free of charge, and the Town will take such legal action as may be feasible to enforce collection of all collectible delinquent accounts.

(h) For so long as the Purchaser is the Registered Owner, the Town will not mortgage, sell, lease or in any manner encumber or dispose of all or any portion of the property of the System without receiving the prior written consent of the Purchaser.

(i) The Town will not borrow money and secure its repayment obligations for such borrowing with a lien and charge on Net Revenue that is prior to the lien thereon in favor of the Bond. The Town will not borrow money and secure its repayment obligations for such borrowing with a lien and charge on Net Revenue that is equal to the lien thereon in favor of the Bond other than pursuant to Section 14 of this Ordinance.

(j) The Town will abide by the Letter of Conditions and the Loan Resolution for so long as the Purchaser is the Registered Owner.

Section 14. Issuance of Future Parity Bonds

The Town reserves the right to issue Future Parity Bonds that, when issued, shall constitute a lien and charge upon Net Revenue and Sewer ULID Assessments on a parity with the Bond for the purposes of: (i) acquiring, constructing and installing additions and betterments to, improvements and extensions of, and repairs or capital improvements to, the System; and/or (ii) refunding and retiring at or prior to their maturity any part or all of the outstanding revenue bonds of the Town, if the following conditions are met and complied with at the time of issuance of those Future Parity Bonds:

(a) There must be no deficiency in the Debt Service Account or the Debt Service Reserve Account.

(b) The ordinance providing for the issuance of such Future Parity Bonds must provide that all assessments and interest thereon that may be levied in any Sewer ULID created for the purpose of paying, in whole or in part, the principal of and interest on those Future Parity Bonds, must be paid directly into the Debt Service Account, except for any prepaid assessments permitted by law to be paid into a construction fund or account.

(c) The ordinance providing for the issuance of such Future Parity Bonds must provide for the payment of the principal thereof and interest thereon out of the Debt Service Account.

(d) If the Future Parity Bonds will be secured by the Debt Service Reserve Account, then the ordinance providing for the issuance of such Future Parity Bonds must provide for the deposit into the Debt Service Reserve Account, taking into account money and investments on deposit therein and any reserve insurance, of (i) an amount equal to the Reserve Requirement for those Future Parity Bonds from the Future Parity Bond proceeds or other money legally available (ii) reserve insurance sufficient to satisfy the Reserve Requirement or (iii) to the extent that the Reserve Requirement is not funded from Future Parity Bond proceeds, other legally available

money or reserve insurance at the time of issuance of those Future Parity Bonds, within ten years from the date of the first principal payment on the Future Parity Bonds from Sewer ULID Assessments, if any, levied and first collected for the payment of the principal of and interest on those Future Parity Bonds and, to the extent that Sewer ULID Assessments are insufficient, then from Net Revenue in ten approximately equal annual payments (or such other shorter interval of payments as may be required by the ordinance authorizing such Future Parity Bonds); however, in the case of refunding bonds, the ordinance authorizing the issuance of such refunding Future Parity Bonds may provide that the money in the Debt Service Reserve Account for the bonds to be refunded shall be retained in the Debt Service Reserve Account as a reserve for the refunding bonds, or that the money in any other reserve account or fund for the bonds being refunded may be transferred to the Debt Service Reserve Account, but if such amount does not equal the Reserve Requirement, the Reserve Requirement for the refunding bonds shall be accumulated in the manner and within the same time as set forth herein for other Future Parity Bonds. Notwithstanding the foregoing, the Town may establish, for one or more series of Future Parity Bonds, a separate reserve requirement (which may be zero), to be held in a separate reserve account in the Revenue Fund, for the purpose of securing those Future Parity Bonds, and those Future Parity Bonds shall not be secured by amounts in the Debt Service Reserve Account or by any reserve insurance credited to the Debt Service Reserve Account. Reserve insurance may not be used to satisfy the Reserve Requirement for Future Parity Bonds unless the reserve insurance is non-cancelable and the insurer or provider of the reserve insurance is rated as of the time of issuance in one of the three-highest categories by either Moody's Investors Service, Inc., or S&P Global Ratings.

(e) There is on file with the Treasurer a certificate from a licensed professional engineer experienced in the design, construction and operation of municipal utilities, an independent certified public accountant or a Town official (a "Parity Certificate"). The Parity Certificate may not be dated more than one month before the date such Future Parity Bonds are issued, stating that Net Revenue for any 12 consecutive calendar months out of the immediately preceding 24 calendar months shall be equal to 120% of the Average Annual Debt Service on all outstanding bonds payable from the Debt Service Account (after giving effect to the issuance of such Future Parity Bonds).

(i) Any Town official's Parity Certificate shall be based on actual historical Net Revenue and no adjustments to that Net Revenue shall be allowed.

(ii) Any engineer's or accountant's Parity Certificate, in estimating Net Revenue available for debt service, may adjust Net Revenue to reflect: (A) any changes in rates in effect and being charged or expressly committed by ordinance to be made in the future; (B) income derived from customers of the System who have become customers during the 12 consecutive month period or thereafter adjusted to reflect one year's net revenue from those customers; (C) income from any customers to be connected to the System who have paid the required connection charges; (D) the engineer's or accountant's estimate of Net Revenue to be derived from customers anticipated to connect for whom new building permits have been issued; (E) income received or to be received which is derived from any person, firm, corporation or municipal corporation under any executed contract for any utility service, which revenue was not included in the historical Net Revenue; (F) the engineer's or accountant's estimate of Net Revenue to be derived from customers with existing homes or buildings which will be required to connect to any additions to and improvements and extensions of the System constructed and to be paid for

out of the proceeds of the sale of the additional Future Parity Bonds or other additions to and improvements and extensions of the System then under construction and not fully connected to the facilities of the System when such additions, improvements and extensions are complete; and (G) any increases or decreases in Net Revenue as a result of any actual or reasonably anticipated changes in Operating and Maintenance Expenses subsequent to the 12-month period.

(iii) If Future Parity Bonds proposed to be so issued are for the sole purpose of refunding outstanding bonds payable from the Debt Service Account, such Parity Certificate shall not be required if the amount required for the payment of the principal and interest in each year for the refunding bonds is not increased over the amount for that same year required for the bonds or the portion of the bond issue to be refunded thereby and if the maturities of such refunding bonds are not extended beyond the maturities of the bonds to be refunded thereby. The previous sentence shall not apply for so long as the Purchaser is the Registered Owner.

(iv) If the Purchaser is the registered owner of all obligations payable from the Debt Service Account, the provisions of this paragraph (e) shall not apply if the Purchaser will be the owner of the Future Parity Bonds to be issued.

(f) Nothing contained herein prevents the Town from issuing Future Parity Bonds to refund the Bond and/or maturing Future Parity Bonds then outstanding, if money for the payment of the Bond or such Future Parity Bonds is not otherwise available.

(g) Nothing contained herein prevents the Town from issuing revenue bonds or incurring other obligations for borrowed money that are a charge upon Net Revenue subordinate to the payments required to be made therefrom into the Debt Service Account for the payment of the Parity Bonds or from pledging the payment of utility local improvement district assessments into a bond redemption fund created for the payment of the principal of and interest on those junior lien obligations as long as such utility local improvement district assessments are levied for improvements constructed from the proceeds of those junior lien obligations.

(h) For so long as the Purchaser is the Registered Owner, the Town will not issue Future Parity Bonds or subordinate lien bonds payable from Net Revenue without receiving the prior written consent of the Purchaser.

Section 15. Refunding or Defeasance of the Bond

The Town may issue refunding bonds pursuant to State law or use money available from any other lawful source to carry out a refunding or defeasance plan, which may include (a) paying when due the principal of and interest on the Bond (the “defeased Bond”); (b) redeeming the defeased Bond prior to its maturity; and (c) paying the costs of the refunding or defeasance. If the Town sets aside in a special trust fund or escrow account irrevocably pledged to that redemption or defeasance (the “trust account”), money and/or noncallable “government obligations” (as defined by chapter 39.53 RCW) maturing at a time or times and bearing interest in amounts sufficient to redeem, refund or defease the defeased Bond in accordance with its terms, then all right and interest of the owner of the defeased Bond in the covenants of this Ordinance and in the funds and accounts obligated to the payment of the defeased Bond shall cease and become void. Thereafter, the owner of the defeased Bond shall have the right to receive payment of the principal

of and interest on the defeased Bond solely from the trust account and the defeased Bond shall be deemed no longer outstanding. In that event, the Town may apply money remaining in any fund or account (other than the trust account) established for the payment or redemption of the defeased Bond to any lawful purpose. NOTWITHSTANDING THE ABOVE, FOR AS LONG AS THE PURCHASER IS THE REGISTERED OWNER, THE TOWN AGREES NOT TO DEFEASE THE BOND.

Section 16. Amendments to Ordinance

(a) The Council may adopt an ordinance supplemental hereto, which ordinance thereafter shall become a part of this Ordinance, for any one or more of all of the following purposes: (i) to add to or delete from the covenants and agreements of the Town in this Ordinance, provided such additions or deletions shall not adversely affect, in any material respect, the interests of any Registered Owner of the Parity Bonds; or (ii) to cure, correct or supplement any ambiguous or defective provision contained in this Ordinance, provided such supplemental ordinance shall not adversely affect, in any material respect, the interests of any Registered Owner of the Parity Bonds. Any such supplemental ordinance may be adopted without the consent of the Registered Owner of the then-Outstanding Parity Bonds, notwithstanding any of the provisions the following paragraph.

(b) With the consent of the Registered Owner, the Council may adopt an ordinance supplemental hereto for the purpose of adding any provisions to, or changing in any manner, or eliminating any of the provisions of this Ordinance or of any supplemental ordinance; provided, however, that no such supplemental ordinance shall extend the fixed maturity of the Bond, or reduce the rate of interest thereon, or extend the time of payments of interest from their due date, or reduce the amount of the principal thereof, or reduce any premium payable on the redemption thereof, without the consent of the Registered Owner. It shall not be necessary for the consent of the Registered Owner under this paragraph to approve the particular form of any proposed supplemental ordinance, but it shall be sufficient if such consent shall approve the substance thereof.

(c) Upon the adoption of any supplemental ordinance pursuant to the provisions of this section, this Ordinance shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations of the Town under this Ordinance and the Registered Owner hereunder shall thereafter be determined, exercised and enforced thereunder, subject in all respects to such modification and amendments, and all terms and conditions of any such supplemental ordinance shall be deemed to be part of the terms and conditions of this Ordinance for any and all purposes.

(d) Any Bond executed and delivered after the execution of any supplemental ordinance adopted pursuant to the provisions of this section may have a notation as to any matter provided for in such supplemental ordinance, and if such supplemental ordinance shall so provide, any new Bond so modified as to conform in the opinion of the Council to any modification of this Ordinance contained in any such supplemental ordinance, may be prepared and delivered without cost to the Registered Owner, upon surrender for cancellation of the Bond in an equal aggregate principal amount.

Section 17. Severability; Ratification

If any provision of this Ordinance is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this Ordinance and shall in no way affect the validity of the other provisions of this Ordinance or of any Parity Bonds. All actions heretofore taken by the Town consistent with the provisions of this Ordinance are ratified, confirmed and approved.

Section 18. Effective Date of Ordinance

This Ordinance shall become effective from and after its passage by the Council, approval by the Mayor, and publication of this Ordinance, or a summary thereof, as required by law.

PASSED by the Town Council and APPROVED by the Mayor of the Town of Twisp, Washington, on January 10, 2023, at a regular open public meeting thereof.

TOWN OF TWISP, WASHINGTON

Mayor

ATTEST:

Clerk-Treasurer

(S E A L)

C E R T I F I C A T E

I, the undersigned, the Clerk-Treasurer of the Town of Twisp, Washington (the "Town"), hereby certify as follows:

1. The foregoing Ordinance No. 795 (the "Ordinance") is a full, true and correct copy of the Ordinance duly passed at a regular meeting of the Town Council of the Town (the "Council") held at the regular meeting place thereof on January 10, 2023 (the "Meeting"), as the Ordinance appears on the minute book of the Town; and the Ordinance is in full force and effect; and

2. The Meeting was duly convened, held and included an opportunity for public comment, in all respects in accordance with law; a quorum was present throughout the Meeting; and a sufficient number of members of the Council so present voted in the proper manner for the passage of the Ordinance.

IN WITNESS WHEREOF, I have hereunto set my hand on January 10, 2023.

TOWN OF TWISP, WASHINGTON

Clerk-Treasurer

(S E A L)

ORDINANCE #796

AN ORDINANCE of the Town of Twisp, Washington, amending Chapter 12.05.120 of the Twisp Municipal Code to correct sections regarding snow removal from sidewalks.

WHEREAS, the Town Council of the Town of Twisp has determined that it is in the best interest and safety of the Town residents and the public at large to regulate snow removal from sidewalks within the Town limits; and,

WHEREAS, the Town Council desires to amend the current Twisp Municipal Code to ensure continuity in such snow removal regulations to meet current demands.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF TWISP, WASHINGTON, AS FOLLOWS:

SECTION 1 - AMENDMENT.

- A. 12.05.120 Removal of snow, ice and other obstructions and encumbrances, **which reads as follows:**

The owner or occupant of any house or other building, or the owner or proprietor, lessee or person entitled to the possession of any vacant lot, and any person having the charge of any church, public hall or other building in the town of Twisp, Washington, shall, during the time snow shall continue on the ground, by the hour of 10:00 on every morning clear the sidewalks in front of such house or other building, or in front of such lot, from snow and ice during the day; or, shall, in case the snow or ice is so congealed that they cannot be removed without injury to the sidewalk, cause the sidewalk to be strewed with ashes or sand, and shall also at all times keep such sidewalks clear and free from all dirt, filth or other obstructions or encumbrances, so as to allow the public full and free use of such sidewalks; any person refusing or neglecting to comply with the provisions of this section shall be guilty of a misdemeanor; provided, that in case of unrepresented nonresident property owners, the officer in charge of sidewalks shall have the sidewalks cleaned off or made safe in the manner hereinbefore provided for and report the expense thereof to the town council and said property owners shall be liable for said expense and in case he neglects or refuses to pay the same, the town of Twisp, Washington, shall recover the full amount in a civil action thereon.

be and is hereby amended to read as follows:

10.20.090 Parking on certain streets prohibited.

- B. 12.05.120 Removal of snow, ice and other obstructions and encumbrances, **which reads as follows:**

The owner or occupant of any house or other building, or the owner or proprietor, lessee or person entitled to the possession of any vacant lot, and any person having the

charge of any church, public hall or other building in the town of Twisp, Washington, shall, during the time snow shall continue on the ground, by the hour of 11:00 on every morning clear the sidewalks in front of such house or other building, or in front of such lot, from snow and ice during the day; or, shall, in case the snow or ice is so congealed that they cannot be removed without injury to the sidewalk, cause the sidewalk to be strewed with ashes or sand, and shall also at all times keep such sidewalks clear and free from all dirt, filth or other obstructions or encumbrances, so as to allow the public full and free use of such sidewalks; any person refusing or neglecting to comply with the provisions of this section shall be guilty of a misdemeanor; provided, that in case of unrepresented nonresident property owners, the officer in charge of sidewalks shall have the sidewalks cleaned off or made safe in the manner hereinbefore provided for and report the expense thereof to the town council and said property owners shall be liable for said expense and in case he neglects or refuses to pay the same, the town of Twisp, Washington, shall recover the full amount in a civil action thereon.

SECTION 2. EFFECTIVE DATE.

This ordinance shall become effective on the 10th day of January 2023 after its passage by the Town Council, approval by the Mayor and publication as required by law.

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TWISP at a regular meeting thereof on this 10th day of January 2023.

APPROVED:

Soo Ing-Moody, Mayor

ATTEST:

Randy Kilmer, Clerk/Treasurer

WARRANT/CHECK REGISTER

Town Of Twisp

Time: 13:39:23 Date: 01/06/2023

12/28/2022 To: 01/10/2023

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
2967	12/31/2022	Claims	1	37537	Architects West, Inc	7,496.09	
2968	12/31/2022	Claims	1	37538	Avidex	44,139.70	
2969	12/31/2022	Claims	1	37539	Beckwith Consulting Group	900.00	
2970	12/31/2022	Claims	1	37540	CenturyLink Communications, LLC	468.24	
2971	12/31/2022	Claims	1	37541	Code Publishing Company, Inc.	106.02	
2972	12/31/2022	Claims	1	37542	Kurt E. Danison	1,225.98	
2973	12/31/2022	Claims	1	37543	FedEx	48.79	
2974	12/31/2022	Claims	1	37544	Leone & Keeble	220,049.16	
2975	12/31/2022	Claims	1	37545	Les Schwab	60.85	
2976	12/31/2022	Claims	1	37546	M.V. Rural EMS Dist.	18,545.27	
2977	12/31/2022	Claims	1	37547	Methow Valley Lumber, Inc.	22.21	
2978	12/31/2022	Claims	1	37548	Methow Valley News Publishing LLC	35.31	
2979	12/31/2022	Claims	1	37549	Okanogan County Sheriff's Off	817.43	
2980	12/31/2022	Claims	1	37550	Okanogan County Treasurer	77.84	
2981	12/31/2022	Claims	1	37551	PUD No 1 of Okanogan County	114.96	
2982	12/31/2022	Claims	1	37552	Pape Machinery	810.45	
2983	12/31/2022	Claims	1	37553	Quill	132.86	
2984	12/31/2022	Claims	1	37554	ST of WA Treasurer Office	220.50	
2985	12/31/2022	Claims	1	37555	Shred-it	46.24	
2986	12/31/2022	Claims	1	37556	T-O Engineers, Inc	58,347.85	
2987	12/31/2022	Claims	1	37557	Twisp Chamber of Commerce	6,500.00	
2988	12/31/2022	Claims	1	37558	USA BlueBook	222.50	
2989	12/31/2022	Claims	1	37559	Weinstein Beverage Corp	356.17	

001 General Fund	22,654.58
101 Street Fund	4,287.95
103 Tourism 2%	6,500.00
309 Civic Building/EOC	271,707.16
401 Water Fund	171.24
404 Sewer Fund	553.14
406 CWSRF - WWTP Facility Plan	54,870.35
	<hr/>
	Claims: 360,744.42
	360,744.42

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 Town of Twisp and that I am authorized to authenticate and certify to said claim.

Clerk/Treasurer _____ **Date:** _____

Council Signatures:

Hans Smith _____

Mark Easton _____

Alan Caswell _____

Aaron Studen _____

Katrina Auburn _____

WARRANT/CHECK REGISTER

Town Of Twisp

Time: 13:40:14 Date: 01/06/2023

01/01/2023 To: 01/10/2023

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
14	01/10/2023	Claims	1	37560	Association of Wa Cities AWC	616.00	
15	01/10/2023	Claims	1	37561	Bud Clary Auto Group	50,510.07	
16	01/10/2023	Claims	1	37562	Code Publishing Company, Inc.	182.62	
17	01/10/2023	Claims	1	37563	Department of Natural Resources	23.00	
18	01/10/2023	Claims	1	37564	FP Mailing Solutions	183.39	
19	01/10/2023	Claims	1	37565	Methownet.com	409.00	
20	01/10/2023	Claims	1	37566	Okanogan County Public Health	330.00	
21	01/10/2023	Claims	1	37567	Kevin E Sackman	21.68	
22	01/10/2023	Claims	1	37568	Simple Power IT	4,982.67	
23	01/10/2023	Claims	1	37569	Springbrook Holding Company LLC	12,216.08	
24	01/10/2023	Claims	1	37570	Twisp Auto Parts	809.12	
25	01/10/2023	Claims	1	37571	US Bank	3,669.87	
26	01/10/2023	Claims	1	37572	Verizon Wireless	663.93	
27	01/10/2023	Claims	1	37573	W. Scott DeTro	1,023.22	
						65,695.97	
						733.57	
						38.03	
						4,746.36	
						4,426.72	
						<u>75,640.65</u>	Claims: 75,640.65
						75,640.65	

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 Town of Twisp and that I am authorized to authenticate and certify to said claim.

Clerk/Treasurer _____ **Date:** _____

Council Signatures:

Hans Smith _____

Mark Easton _____

Alan Caswell _____

Aaron Studen _____

Katrina Auburn _____

WARRANT/CHECK REGISTER

Town Of Twisp

Time: 13:39:37 Date: 01/06/2023

12/28/2022 To: 01/10/2023

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
2933	12/31/2022	Payroll	1		EFT	6,431.06	
2934	12/31/2022	Payroll	1		EFT	803.52	
2935	12/31/2022	Payroll	1		EFT	3,194.14	
2936	12/31/2022	Payroll	1		EFT	1,303.11	
2937	12/31/2022	Payroll	1		EFT	4,520.71	
2938	12/31/2022	Payroll	1		EFT	91.91	
2939	12/31/2022	Payroll	1		EFT	2,380.03	
2940	12/31/2022	Payroll	1		EFT	2,213.02	
2941	12/31/2022	Payroll	1		EFT	2,011.38	
2942	12/31/2022	Payroll	1		EFT	2,673.54	
2943	12/31/2022	Payroll	1		EFT	4,241.76	
2944	12/31/2022	Payroll	1		EFT	2,331.31	
2945	12/31/2022	Payroll	1		EFT	1,445.23	
2946	12/31/2022	Payroll	1		EFT	2,850.23	
2947	12/31/2022	Payroll	1		EFT	4,613.82	
2953	12/30/2022	Payroll	1		EFT Internal Revenue Service	14,801.14	941 Deposit for Pay Cycle(s) 12/01/2022 - 12/31/2022
2954	12/30/2022	Payroll	1		EFT AWC Employee Benefits Trust	10,206.98	Pay Cycle(s) 12/31/2022 To 12/31/2022 - AWC Medical
2955	12/30/2022	Payroll	1		EFT AFLAC	170.84	Pay Cycle(s) 12/31/2022 To 12/31/2022 - AFLAC (Sec 125); Pay Cycle(s) 12/31/2022 To 12/31/2022 - AFLAC (Post)
2957	12/30/2022	Payroll	1		EFT Navia Benefit Solutions	2,017.90	Pay Cycle(s) 12/31/2022 To 12/31/2022 - Navia Benefit Solutions
2959	12/30/2022	Payroll	1		EFT Department Of Retirement Systems	11,167.27	Pay Cycle(s) 12/31/2022 To 12/31/2022 - PERS 2; Pay Cycle(s) 12/31/2022 To 12/31/2022 - LEOFF 2; Pay Cycle(s) 12/31/2022 To 12/31/2022 - Deferred Comp; Pay Cycle(s) 12/31/2022 To 12/31/2022 - PERS 3
2958	12/29/2022	Payroll	1	37536	Teamsters Local Union No. 760	169.00	Pay Cycle(s) 12/31/2022 To 12/31/2022 - Teamsters Union Dues

001 General Fund	32,962.52
101 Street Fund	6,384.11
401 Water Fund	16,976.83
404 Sewer Fund	23,314.44

79,637.90 Payroll: 79,637.90

WARRANT/CHECK REGISTER

Town Of Twisp

Time: 13:39:37 Date: 01/06/2023

12/28/2022 To: 01/10/2023

Page: 2

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

Clerk/Treasurer _____ **Date:** _____

Council Signatures:

Hans Smith _____

Mark Easton _____

Alan Caswell _____

Aaron Studen _____

Katrina Auburn _____