



**Town of Twisp
Council Meeting
Tuesday, February 27th, 2024 – 5:30PM**

Location: Twisp Civic Building

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/451538469>

If you would like to listen to the meeting over the phone, please use the following number: [+ 1 \(408\) 650-3123](tel:+14086503123)

Access Code: [451-538-469](tel:+14086503123)

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, February 27th, 2024 – 5:30PM**

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:** Creative District Board Appointment – Sarah Jo Lightener 3
- **Discussion/Action:** Methow Watershed Council Appointment Confirmation Position 2 – Mike Fort 4
- **Discussion/Action:** Tree Board Update, Dwight Filer
- **Discussion/Action:** Clerk Dept. Presentation 5-9
- **Discussion/Action:** Planning Dept. Presentation 10-12
- **Discussion/Action:** Creative District Board Recruitment Plan
- **Discussion/Action:** Aspect Consulting – On Call Service Contract 13-15
- **Discussion/Action:** Highland Associates – On Call Planning Services Contract 16-22

Consent Agenda:

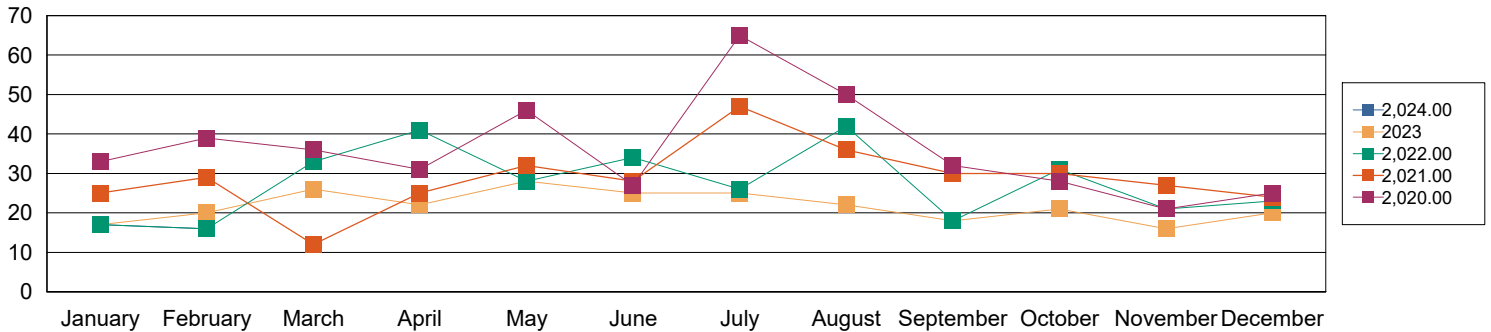
1. **Accounts Payable/Payroll**

Adjournment



Okanogan County Sheriff's Office

Twisp City - Monthly Activity Law Incidents



- Total City Incidents in last 30 days: **23**
- Thefts in last 30 days: **3**
- Burglary / Trespass in last 30 days: **3**
- Assaults / Disputes in last 30 days: **2**
- Traffic incidents in last 30 days: **2**
- Total City Incidents YTD: **34**

Traffic Stops 30day/YTD 5 /

Law Incidents - Last 30 Days OCSO

22

| | | | | | |
|------------|----------|-----------------|---------------------|-------|-----------|
| 01/23/2024 | 18:46:02 | THEFT OTHER | INDUSTRIAL PARK AVE | TWISP | S24-00485 |
| 01/23/2024 | 22:53:49 | AGENCY ASSIST | CANYON ST | TWISP | S24-00488 |
| 01/25/2024 | 19:23:14 | TRESPASSING | E METHOW VALLEY HWY | TWISP | S24-00550 |
| 01/26/2024 | 14:51:17 | WELFARE CHECK | CANYON ST | TWISP | S24-00568 |
| 01/26/2024 | 22:41:49 | WELFARE CHECK | E METHOW VALLEY HWY | TWISP | S24-00576 |
| 01/29/2024 | 11:39:35 | SUSPICIOUS | E METHOW VALLEY HWY | TWISP | S24-00623 |
| 02/01/2024 | 20:43:58 | EXTRA PATROL | S GLOVER ST | TWISP | S24-00703 |
| 02/02/2024 | 08:38:42 | ASSAULT | S METHOW ST | TWISP | S24-00708 |
| 02/03/2024 | 12:46:34 | ANIMAL VICIOUS | BORCHARD LN | TWISP | S24-00741 |
| 02/03/2024 | 22:07:43 | THREATENING | W TWISP AVE | TWISP | S24-00749 |
| 02/05/2024 | 12:42:27 | SUSPICIOUS | E 2ND AVE | TWISP | S24-00773 |
| 02/05/2024 | 14:02:29 | HARASSMENT | W TWISP AVE | TWISP | S24-00778 |
| 02/07/2024 | 15:10:25 | MAL MISCHIEF | BIGELOW ST | TWISP | S24-00809 |
| 02/08/2024 | 10:45:52 | CIVIL | E METHOW VALLEY HWY | TWISP | S24-00821 |
| 02/08/2024 | 14:52:51 | ANIMAL PROBLEM | S METHOW ST | TWISP | S24-00828 |
| 02/09/2024 | 09:08:04 | THEFT OTHER | E 2ND AVE | TWISP | S24-00845 |
| 02/12/2024 | 11:36:09 | AGENCY ASSIST | W TWISP AVE | TWISP | S24-00897 |
| 02/13/2024 | 09:48:22 | BREATHING | W TWISP AVE | TWISP | S24-00929 |
| 02/16/2024 | 11:30:57 | WELFARE CHECK | CANYON ST | TWISP | S24-00975 |
| 02/16/2024 | 22:10:35 | CITIZEN DISPUTE | E METHOW VALLEY HWY | TWISP | S24-00986 |
| 02/17/2024 | 13:16:38 | TRESPASSING | E METHOW VALLEY HWY | TWISP | S24-00991 |

EMS Calls

AERO METHOW EMS 16

| | | |
|------------------|-----------------|-----------|
| 01/22/2024 09:27 | BREATHING | E24-00426 |
| 01/22/2024 12:55 | ALARM MEDICAL | E24-00429 |
| 01/22/2024 16:30 | BREATHING | E24-00431 |
| 01/25/2024 09:19 | MEDICAL | E24-00475 |
| 01/26/2024 14:03 | MEDICAL | E24-00492 |
| 01/26/2024 14:51 | WELFARE CHECK | E24-00495 |
| 01/28/2024 19:25 | UNCONSCIOUSNESS | E24-00531 |
| 02/09/2024 16:18 | MEDICAL | E24-00696 |
| 02/10/2024 11:15 | UNCONSCIOUSNESS | E24-00708 |
| 02/10/2024 19:59 | MEDICAL | E24-00715 |
| 02/11/2024 10:42 | BURN | E24-00719 |
| 02/11/2024 11:57 | MEDICAL | E24-00720 |
| 02/11/2024 22:02 | ABDOMINAL | E24-00725 |
| 02/12/2024 17:27 | MEDICAL | E24-00742 |
| 02/13/2024 09:48 | BREATHING | E24-00752 |
| 02/18/2024 11:23 | MEDICAL | E24-00841 |

OKANOGAN COUNTY 1

| | | |
|------------------|-----------|-----------|
| 02/13/2024 09:48 | BREATHING | E24-00753 |
|------------------|-----------|-----------|

Fire Calls

DEPT OF NATURAL RESOURCES

| | | | |
|------------------|------|---|-----------|
| 02/11/2024 10:42 | BURN | 1 | F24-00233 |
|------------------|------|---|-----------|

TWISP FIRE DEPARTMENT FD06

| | | | |
|------------------|------|---|-----------|
| 02/11/2024 10:42 | BURN | 1 | F24-00231 |
|------------------|------|---|-----------|

WINTHROP FIRE

| | | | |
|------------------|------|---|-----------|
| 02/11/2024 10:42 | BURN | 1 | F24-00232 |
|------------------|------|---|-----------|

TOWN OF TWISP
Creative District POSITIONS – 2024

| Name | Description | Term | Term End Date |
|-------------|----------------------------|-------------|----------------------|
| | Arts Administrator | | |
| | Town Council | | |
| | Town Council | | |
| | Town Resident | 2 | 12/31/25 |
| | Town Resident | 2 | 12/31/25 |
| | CD Business Member | 2 | 12/31/25 |
| | Twisp Arts Alliance Member | 2 | 12/31/25 |

2.135.030 Creation and establishment of a creative district advisory board.

There is hereby created and established a creative district advisory board for the town of Twisp, Washington, hereinafter “creative district advisory board” which shall consist of at least seven members, with one member being the arts administrator from within the creative district, which such arts administrator shall be determined pursuant to a memorandum of understanding between the town of Twisp and the Methow Arts Alliance organization, two town council members, two Twisp residents, one business member from within the creative district and one member from the town of Twisp Arts Alliance organization. All board members of the creative district advisory board shall be appointed by the mayor, with approval by the town council. The creative district advisory board may select potential future members for consideration and shall submit the names of such potential members for approval by the town council and mayor. (Ord. 807 § 1, 2023)

2.135.040 Term of office of creative district advisory board.

The term of office for creative district advisory board members shall be two years, and such members shall serve without compensation. Members should have some degree of knowledge in the arts and culture of the town of Twisp. If a vacancy occurs on the creative district advisory board during the term of any member, their successor shall be appointed for the unexpired portion of the vacant position’s term. (Ord. 807 § 1, 2023)

COMMISSION MEMBERS

X

X

X

X

X

X



Jean Bodeau, *Chair*
Position 6, At Large
Andy Hover, *Vice Chair*
Position 9, Okanogan County

Position 1, Upper Methow
Mike Fort
Position 2, At Large
George Schneider
Position 3, Middle Methow
Lorah Super
Position 4, At Large
William R. Tackman
Position 5, Lower Methow
Jacob Gates
Position 7, Town of Winthrop
Hans Smith
Position 8, Town of Twisp

Sarah Lane
Administrator

P.O. Box 1212
Twisp, WA 98856

February 15, 2024

To: Town of Twisp
P.O. Box 278
Twisp, WA 98856

RE: Confirmation of Methow Watershed Council Members

Dear Twisp Town Council:

On January 18, 2024, the Methow Watershed Council held elections for its 2024 officers and members. After reviewing the nominations, the Council elected to approve the following appointments for consideration by the lead entities for the Council:

- Position 1 (Upper Methow Valley) – **none to date**
- Position 2 (At-large) – **Mike Fort** (re-appointment)

We understand that the initiating governments must approve these appointments before they can become official members of the Council. The Council highly recommends the foregoing for these positions, and we hope that you can make your decision on this before our next monthly meeting of March 21, 2024.

If there is further information or assistance you need in making the decision, please do not hesitate to contact me.

Sincerely,

Sarah Lane
MWC Administrator
methowwatershed@gmail.com

Administrative and Finance Office 2024 Council Retreat Report

The Twisp Clerk's Office staff works hard to stay in compliance and to avoid any liability issues or judgements against the Town and to support other departments to facilitate and collaborate for the overall good of the town in a professional manner.

Finances – How are we doing?

We ended 2023 with \$544,384.31 in reserves in the General Fund, this includes \$240,000, approximately a two-month cushion for maintenance and operations. Additional reserves comprise of: \$82,594.89 ARPA Funds, \$1,877 Drug Investigation, \$1,639 Arts, and \$218,273.42 fiscal year ending balance with anticipated spending from that balance budgeted for 2024.

The Town ended 2023 with Water O&M Reserves of \$193,212, Water Capital Project Reserves of \$170,464, Sewer O&M Reserves of \$202,792, and Sewer Capital Project Reserves of \$250,111.

In 2022 the Street and Transportation Benefit District (TBD) funds were separated for more transparent accounting and reporting. This split helped us to discover a more accurate state of affairs for our Streets funds. The Town ended 2023 with Streets Reserves of \$10,982, and TBD Reserves of \$70,282.

Audit – The Town of Twisp began being audited in 2023 for the period of 2020-22, and at this time the audit is still in progress. The finance committee will be involved soon with the closing process and any follow-up required. We will be audited in 2024 with a Federal Single Audit due to our having over \$750,000 in federal award expenditures in 2023.

Council, Commissions and Boards – Deputy Clerk Davis currently supports the following groups: Town Council, Planning Commission, Parks and Recreation Commission, Airport Advisory Board, Tree Board, and the Board of Adjustments . She attends each of their meetings to take minutes and make sure correct Open Public Meeting Act procedures are followed. Communication between council and the boards has become even more of a priority as each board is busier than ever with large projects. Staff aims to

keep the lines of communication open and assist with keeping projects progressing as much as possible. This is quite an extensive job and takes hours each week to assist board chairs with setting agendas, developing agenda/packet items, corresponding with commissioners/public, and attending meetings to take minutes and report back to other departments.

Public Records –

The Clerk's office is the main point of contact for all Town records. We work hard to keep records organized and easily accessible both for staff access and public records requests. This includes annually reviewing documents for required retention or destruction per state law. In the past few years we've been transitioning to digital records wherever possible. There are volumes of physical documents that need to be maintained as well. We continue to look for strategies to modernize recordkeeping and hope to utilize grants and potential internships to aid in this process.

Staffing –

The Clerk's office is currently fully staffed. This consists of myself as the full-time Clerk/Treasurer, Heather Davis as the full-time Deputy Clerk, and Kelli Chase as the part-time Admin Assistant.

Late in 2021 per council approval, the Admin assistant position increased from 20 to 32 hours per week. This has been fantastic for departmental coverage and allows the DC and myself to focus on larger projects without constant interruption during Town Hall's open hours.

In the summer of 2022 both the DC and AA positions were vacant, leaving just me. We took this time to restructure the organizational chart of the department, again placing the CT as supervisor to the DC and AA positions. This change has been very helpful in creating workflows with open lines of communication. Although it was very difficult and not sustainable for the long term, covering all three positions by myself gave me the opportunity to learn each of the jobs in a way that will help me to manage them better moving forward. All staff in the Clerk's office have been in their positions for over a year and have very quickly become valued members of staff across

our organization. I've received many comments from the community about how we'll they're doing and how helpful and friendly and knowledgeable the front office is. I'm looking forward to continuing their training and building an even more efficient department to support Town functions.

Grant/Financial Administration-

Significant progress has been made in this area, as I've spent years working to tidy up old grants and project funds. Cleaning our financial reports up has given staff and management a much clearer picture of town funds and project statuses. We no longer have capital project funds sitting unattended with questions as to their status, or if funds have been fully reimbursed, which was a problem we faced when I first was hired as the CT

In my time here I've implemented new processes to track spending, reimbursement, and reporting on capital projects, working closely with the Mayor and Director Denham to ensure all of this happens in a timely matter so decisions can be made with the best information available. Even more of my time will be spent with grant/financial administration as our admin staff continue to learn their roles and become less reliant on me for support.

Support of other departments:

- ✓ Public Works - Field/manage citizen complaints and emergencies, water/sewer billing and payments; support projects with grant management, agreements etc., support administrative work.
- ✓ Building/Planning – set appointments, take messages and payments, work on front-line questions, public notices etc.
- ✓ Police Department – Provide coverage, fielding questions, contact officers (in the absence of the police clerk).
- ✓ Airport – Field calls, send and collect hangar lease fees, grant administration.

Goals:

- ✓ Provide a level of record keeping that will complement the grants/projects we have going and those that are coming up.

In Progress: Each capital project has a spreadsheet constantly maintained for agreements, due dates, expenditures, reimbursement, and reporting.

- ✓ Cross train staff and re-distribute workload.

In Progress: With newer staff comprising 2/3rds of the department, it has been a perfect time to redistribute responsibilities to align with efficiency and natural talents of the staff we currently have. Will continue to cross train other advanced items such as payroll/financial reconciliation.

- ✓ Sustain the level of professionalism and customer service that we currently give our citizens.

Achieved: By my observations, positive communication with the public has increased significantly. This is due to the friendly and helpful attitude of staff members, as well as implementing new processes and technology to effectively reach and communicate with the public. We strive for a level of professionalism beyond expectations in our small rural setting.

- ✓ Develop a long-term vision for adaptive change and progress within the department, and a “team spirit” that prides itself on measurable success.

In Progress: Morale in the Admin office has never been higher. The right mix of staff and leadership over the past few years has turned an at times difficult environment into a warm, friendly, funny, and helpful place. Staff enjoy the work they do here for the community and feel part of a supportive team where they have opportunities to grow and achieve.

- ✓ Research viable options for transitioning agenda, minute, and meeting docs to a digital format.

In Progress: Covid forced our hand here with digitizing many things we used to do by hand. Increased efficiencies in sharing information and a reduction of paper being used have been significant. Staff and Council have adapted well to new forms of communication and processes. There's always more to do, and we're on the lookout for grants/interns/other ways to modernize.

Goals:

- ✓ Continue to cross train staff to fill gaps in case of turnover/extended absences
- ✓ Focus on record keeping and organization
- ✓ Clean Audits
- ✓ Implement process across town staff for required trainings and record keeping of trainings
- ✓ Increase use of technology to aid efficiencies and communication both internal and external
- ✓ Provide advanced financial reporting to decision makers beyond current expectations for long term planning

Twisp Planning Department

The mission of the Twisp Planning Department is to implement the vision expressed in the Town of Twisp Comprehensive Plan through the fair and consistent administration of the Town's land use codes and policies.

Introduction:

I have been onboard with the Town of Twisp since September, so this mostly reflects what I have been involved with since then. I am in the office about 16 hours per week. Those days are quite busy.

This has been a major learning experience for me. While I bring 40 years of experience, I come from the private sector with a background in Park Design, Urban Development, Housing Developments, Wineries, and Environmental Work. Much of my philosophy has been shaped by seeking better ways to make more meaningful projects happen. Whether it is through better design, or more user-friendly, proactive permitting and codes, I bring that same philosophy to Twisp. This is an exciting time for Twisp.

What I have listed below is a summary of items that have come across my desk as well as items I want to explore to help facilitate the growth of Twisp while maintaining its identity.

Projected Planner Workload :

1. Work with Planning Commission to complete update to Comprehensive Plan
 - Housing Element
 - Housing Action Plan
 - Code Adjustments
 - Zoning Adjustments
 - Policy Determinations
2. Update problematic town codes as they become evident / Create new codes where necessary
 - Short Term Vacation Rental Code
 - Parking Code and Available Parking Analysis
 - Open Space Code
 - Sign Code
 - Wildfire Interface Code
 - Noise Code
3. Explore how Crime Prevention Through Environmental Design can be added to codes
4. Explore transitioning from Prescriptive / Euclidean code to Form Based Code
 - Use vs Building Form
 - <https://www.strongtowns.org/journal/2020/6/8/6-reasons-your-city-needs-a-form-based-code>
5. Work with Twispworks to update their Master Plan and Overlay Guiding Narrative

6. Complete Mill Town Twisp Annexation and Comp Plan update as it relates to the Annexation
7. Maintain timely review and processing of land use actions
 - Planned Developments
 - Blackbirds Apartments
 - Blackbirds Townhomes
 - Orchard Hills
 - Mill Town Twisp
 - Housing Developments
 - Catholic Family Charities (This summer) – 46 units
 - Environmental Permits
 - Shorelines – 1 + 2 Potential Residential
 - Floodplain / Floodway – 1 + 2 Potential Residential
 - Critical Areas -1
 - Cut and Fill – 2
 - SEPA – 3
 - Residential Building Permits – 4
 - Commercial Building Permits – Under discussion or under construction
 - Mixed Use Office / Retail / Climbing Gym
 - Last Chance Distilling
 - Workout Gym
 - Harmony House Warehouse
 - Sewer Plant
 - Boundary Line Adjustments – 2 under review or processed
 - Zone Change – 1 in process
 - Variances – 1 upcoming
 - Sign Permits – 2
 - Encroachment Permit – 1 (under discussion)
8. Complete review and revisions to electronic application forms and procedures
 - Work to streamline permitting processes
 - Work towards fillable pdf forms
 - Move towards paperless permitting
 - Explore online permit application methodologies
9. Work with Public Works to develop GIS data and maps for Utilities, Zoning, Floodplain and floodways, Comp Plan Elements, Critical Areas, Wildfire Interface Elements, etc.
10. Work with Public Works on permitting of various projects.
11. Review and approve Business Licenses. This averages about 1 hour per week of my time.
12. Provide design input for as needed for Town parks, downtown spaces, etc.

13. Work with Mayor and Council to identify important policy issues facing the community
14. Work with members of the community to further community, business, and housing opportunities.
15. Examine transitioning to a Hearing Examiner possibilities
16. I also have interfaced with the Tree Board. As a Landscape Architect, street trees – from an architectural or environment make an important part of our built environment.
17. As in previous years, we will have an intern. This year's intern will be focusing on bringing planning maps to GIS to make data more accessible and meaningful. The intern will also work with Public Works to update their information.
18. As I stated at the beginning of the report, efficiency is important. I will strive to work with other departments to have efficient interactions and look for means to eliminate wasteful bureaucracy.

As we continue this year, it is my intent to maintain open communications with the Mayor, Town Council, Planning Commission and Department Heads in order to provide the necessary expertise to keep us abreast of issues related to community development, land use planning and regulatory requirements.

As we look at the projects listed above, I will be constantly looking at how we can streamline processes and create better interfaces with the community and the Town. I believe it is extremely important to build good relationships with the community and those in the community who are contemplating and / or who have projects in the works.

Contract Change #1

| Client: Town of Twisp PO Box 278 Twisp, WA 98856 | Date: January 23, 2024 |
|---|--|
| | Change No.: 1 |
| | Project No.: AS090136-F |
| Project Name: 2024 Technical On-Call Support Twisp, Washington | |
| Description of Change | Cost |
| <p>Geosyntec Consultants, Inc., dba Aspect Consulting (Aspect) has been assisting the Town of Twisp (Twisp) with water rights and water supply planning. Under this scope, Aspect will assist Twisp with on-call technical support related to the following:</p> <ul style="list-style-type: none"> Preparing a Completion of Construction form for submittal to Washington State Department of Ecology (Ecology) for its portion of acquired water rights from MVID. This form is currently past due relative to its development schedule. We will also author a cover letter recommending an appropriate Proof of Appropriation date for full build out of the water right based on Twisp water planning. Completion of a wastewater, leak, and return flow audit in compliance with permit requirements for submittal to Ecology with the Completion of Construction form. Twisp is required to periodically verify its consumptive use in compliance with the water right provision for MVID-acquired water rights. Other on-call tasks as assigned in 2024 to assist Twisp with water rights and water planning. <p>Assumptions</p> <p>Aspect assumes that the Client will provide necessary metering and wastewater discharge data and information in electronic format to complete the work requested.</p> <p>Attachment: 2024 Schedule of Charges</p> | <p>Time-and-Materials basis, not to exceed:</p> <p>\$7,500</p> |

OFFICE LOCATIONS

WASHINGTON: [Bainbridge Island](#) | [Bellingham](#) | [Olympia](#) | [Seattle](#) | [Wenatchee](#) | [Yakima](#)

OREGON: [Bend](#) | [Portland](#)

www.aspectconsulting.com

Contract Change No. 1

Project No. AS090136-F

This change amends the contract between Aspect Consulting and Client dated February 28, 2023. Except as amended above, all terms and conditions of contract apply to this contract change.

| | |
|--------------------------|--|
| ASPECT CONSULTING | By: <i>Dan Haller</i> |
| | Printed Name: Daniel R. Haller, PE Senior Principal Water Resources Engineer |
| CLIENT | By: |
| | Printed Name/Date: |

V:\090136 Water Rights Support\Contracts\Proposal Material\CC01_20240123_AS090136-F.docx

ASPECT CONSULTING 2024 U.S. RATE SCHEDULE

(All Values are in \$USD)

| | |
|--|-----------------------------|
| Staff Professional | \$150 |
| Senior Staff Professional | \$170 |
| Professional | \$195 |
| Project Professional | \$220 |
| Senior Professional | \$255 |
| Principal | \$285 |
| Senior Principal | \$315 |
| | |
| Technician I | \$ 85 |
| Technician II | \$ 95 |
| Senior Technician I | \$100 |
| Senior Technician II | \$110 |
| Site Manager I | \$125 |
| Site Manager II | \$135 |
| Construction Manager I | \$145 |
| Construction Manager II | \$155 |
| | |
| Senior Designer | \$200 |
| Designer | \$165 |
| Senior Drafter/Senior CADD Operator | \$155 |
| Drafter/CADD Operator/Artist | \$135 |
| Project Administrator | \$100 |
| Clerical | \$ 75 |
| | |
| Direct Expenses | Cost plus 15% |
| Subcontract Services | Cost plus 15% |
| Specialized Computer Applications (per hour) | \$ 15 |
| Personal Automobile (per mile) | Current Gov't Rate Plus 15% |
| Photocopies (per page) | \$.09 |

Rates are provided on a confidential basis and are client and project specific.
Unless otherwise agreed, rates will be adjusted annually based on a minimum of the Producer Price Index
for Engineering Services.

Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.
Construction management fee presented upon request.

**AGREEMENT
BETWEEN THE
TOWN OF TWISP AND
HIGHLANDS ASSOCIATES**

THIS AGREEMENT made and entered into by and between the Town of Twisp, (hereinafter referred to as TOWN) and Kurt Danison, doing business as Highlands Associates (hereinafter referred to as CONSULTANT) witnesses that:

WHEREAS TOWN and CONSULTANT are desirous of entering into an agreement to formalize their relationship, and

WHEREAS it would be beneficial to TOWN to utilize CONSULTANT as an independent entity to accomplish the services set forth herein and such endeavor would tend to best accomplish the objectives of the local land use planning.

NOW THEREFORE, in consideration of the mutual promises, covenants, and provisions contained herein, and the mutual benefits to be derived therefrom, the parties hereto agree as follow:

1. CONSULTANT’S Services:

A. The CONSULTANT agrees to provide the TOWN with the scope of work as described in Attachment A.

B. Additional services beyond the CONSULTANT’S Basic Services may be provided if confirmed in writing through a separate agreement.

C. CONSULTANT agrees to provide its professional services in accordance with generally accepted standards of its profession.

2. TOWN Responsibilities:

A. The TOWN agrees to provide the CONSULTANT with all the information, surveys, comments, reports, and professional recommendations requested by the CONSULTANT in order to provide its professional services. CONSULTANT may reasonably rely on the accuracy and completeness of these items.

B. TOWN agrees to provide the items described in Article 2.A. and to render decisions in a timely manner so as not to delay the orderly and sequential progress of the CONSULTANT’S services.

3. Agreement Period: The effective date of this Agreement shall be January 1, 2024. The termination date of this Agreement shall be December 31, 2024.

4. Compensation and Payments:

A. The TOWN shall reimburse the CONSULTANT for the services described in the scope of work included in Attachment A and shall be billed at the following rates unless otherwise agreed to by the CONSULTANT and TOWN.

| <u>Staff Time (hourly rate):</u> | | <u>Direct Charges:</u> | |
|----------------------------------|---------|------------------------|-------------|
| Principal Planner | \$95.00 | Mileage | \$0.64/mile |
| Senior Associate Planner | \$85.00 | | |
| Assistant Planner | \$75.00 | | |
| Clerical | \$50.00 | | |
| Overhead/Profit/Indirect Rate | 1.06% | | |

B. The CONSULTANT shall prepare a monthly invoice requesting payment for and containing a description of services provided and, if appropriate, such invoice shall indicate the type of Additional Services rendered including hours used and direct charges. The TOWN shall, within 30 days of receipt of such invoice, remit a check to the CONSULTANT for the amount requested on the CONSULTANT'S invoice or statement unless otherwise agreed upon by both parties.

D. A service charge of 1.5% per month will be charged on all amounts due more than 30 days.

5. Evaluation and Monitoring:

A. The CONSULTANT shall prepare a monthly report indicating the type services rendered, the amount of time provided, a summary of time spent to date, percent of total hours and average hours provided per week during the preceding month and for the contract period to date.

B. The CONSULTANT shall cooperate with and freely participate in any monitoring or evaluation activities conducted by the TOWN that are pertinent to the intent of this Agreement.

C. The TOWN or the State Auditor or any of their representatives shall have full access to and the right to examine during normal business hours and as often as the TOWN or the State Auditor may deem necessary, all of the CONSULTANT'S records with respect to all matters covered in this Agreement. Such representative shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this Agreement. Such rights last for three years from the date final payment is made hereunder.

6. Equal Employment Opportunity: The CONSULTANT agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.

7. Modifications: The CONSULTANT and the TOWN may, from time to time, request changes in the Services set forth in Attachment A or add Additional Services to the duties to be

performed by the CONSULTANT. Any such changes that are mutually agreed upon by the TOWN and the CONSULTANT shall be incorporated herein by written amendment to this Agreement. It is mutually agreed and understood that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding.

8. Assignability: The CONSULTANT shall not assign nor transfer any interest in this contract without the prior written consent and approval of the TOWN.

9. Status of CONSULTANT: The CONSULTANT is an independent CONSULTANT operating for its own account, and is in no way and to no extent an employee or agent of the TOWN. The CONSULTANT shall have the sole judgment of the means, mode or manner of the actual performance of this Agreement. The CONSULTANT, as an independent CONSULTANT, assumes the entire responsibility for carrying out and accomplishing this Agreement.

10. Records, Documents, And Reports: The CONSULTANT shall maintain books, records, documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all hourly charges and direct costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by TOWN personnel and other personnel duly authorized by the TOWN or the Office of the State Auditor. The CONSULTANT will retain all books, records, documents, and other material relevant to this Agreement for three years after expiration and the Office of the State Auditor, or any person duly authorized by the TOWN shall have full access to and the right to examine any of said materials during said period.

11. Indemnity Agreement:

A. The CONSULTANT shall hold the TOWN harmless from, and shall indemnify the TOWN against, any and all claims, demands, actions or liabilities caused by or occurring by reason of any negligent act or omission of the CONSULTANT, its agents, employees or sub-consultants, arising out of or in connection with the performance of this agreement.

B. The CONSULTANT shall be required to indemnify the TOWN in those cases where damages have been caused by the concurrent negligence of the TOWN and the CONSULTANT, its agents, employees or sub-consultants. In those cases, the liability of the CONSULTANT for indemnifications shall be limited to that portion of the damages caused by the negligence of the CONSULTANT, its agents, employees or sub-consultants.

C. The CONSULTANT has no duty to indemnify the TOWN where damages were caused by the negligence of the TOWN.

12. Special Provisions:

A. This Agreement is the entire and integrated agreement between the TOWN and CONSULTANT and supersedes all prior negotiations, statements, or agreements, either written or oral. This Agreement may be

amended only by written instrument signed by both the TOWN and CONSULTANT. Neither party may assign this Agreement without the other party's written permission.

B. Notwithstanding any other term in this Agreement, CONSULTANT shall not control or be responsible for another party's means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs.

C. The parties agree that in the event a civil action is instituted by either party to enforce any of these terms and conditions of this agreement, or to obtain damages or other redress for any breach hereof, the prevailing party shall be entitled to recover from the other party, in addition to its other remedies, its reasonable attorney's fees in such suit or action and upon any appeal therefrom.

D. The CONSULTANT shall provide evidence of comprehensive general liability insurance which includes but is not limited to, operations of the CONSULTANT, commercial general liability and blanket limited contractual liability with limits of not less than:

1. Comprehensive General Liability

Bodily Injury and/or Property Damage: \$1,000,000.00 each occurrence

2. Automobile Liability

Bodily Injury and/or Property Damage: \$300,000.00 each occurrence

The TOWN shall be named as an additional insured as respects to this agreement. In conjunction therewith, the CONSULTANT shall furnish a certificate of such insurance to the TOWN at the time of execution of this agreement.

3. Professional Liability

The CONSULTANT shall provide Professional Errors and Omissions Liability insurance which shall provide coverage for any negligent professional acts, errors or omissions for which the CONSULTANT is legally responsible, with limits of not less than:

Professional Errors & Omissions \$1,000,000.00 each occurrence

The CONSULTANT shall furnish a certificate of such insurance to the TOWN at the time of execution of this agreement.

E. CONSULTANT reserves the right to include representations of documents, data and systems resulting from this Agreement in its

promotional and professional materials.

13. Agreement Termination:

A. Termination: Either party may terminate this contract by providing written notice of such termination, specifying the effective date thereof at least thirty (30) days prior to such date. In such event the TOWN shall pay the CONSULTANT all amounts due for all work previously authorized and performed prior to the date of termination. In the event of termination, the CONSULTANT agrees to cooperate reasonably with any consultant thereafter retained by the TOWN in making available information developed as the result of work previously performed by the CONSULTANT. If no notice of termination is given, relationships and obligations created by this Agreement, unless otherwise expressly provided, shall be terminated upon all applicable requirements of this agreement. Such termination shall relieve both parties of all obligations under this contract subsequent to the effective date of such termination.

B. Breach or Default: In the event the TOWN alleges breach of this Agreement by CONSULTANT, TOWN shall give CONSULTANT ten (10) days written notice to cure any alleged breach prior to termination of this Agreement. If CONSULTANT fails to remedy the breach within ten (10) days after receipt of said notice, TOWN may terminate this Agreement.

14. Ownership of Documents:

A. All original reports and drawings prepared by the CONSULTANT, as provided under this Agreement, shall become the sole property of the TOWN upon payment to the CONSULTANT the fee as set forth in this agreement.

B. CONSULTANT reserves the right to include representations of the work performed under this Agreement in its promotional and professional materials.

15. Dispute Resolution: TOWN and CONSULTANT agree to mediate claims or disputes arising out of or relating to this Agreement. The mediation shall be conducted by a mediation service acceptable to the parties. A demand for mediation shall be made within a reasonable time after a claim or dispute arises. In no event shall any demand for mediation be made after such claim or dispute would be barred by the applicable law.

16. Governing Law And Venue: This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Okanogan County, Washington.

17. Severability: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

18. Administration:

A. CONSULTANT'S representative shall be Kurt E. Danison.

B. TOWN'S representative shall be the Mayor for the Town of Twisp.

IN WITNESS WHEREOF, the TOWN and CONSULTANT have executed this Agreement as of the date and year written below.

TOWN OF TWISP

CONSULTANT

BY _____
_____, Mayor

BY _____
Kurt E. Danison, Owner/Principal Planner
Highland Associates
P.O. Box 1431
Okanogan, WA. 98840
(509) 422-5030

Date: _____

Date: _____

ATTACHMENT "A"

STATEMENT OF WORK

BASIC SERVICES

The CONSULTANT's duties and responsibilities depend upon the specific priorities and needs of the TOWN include, but not limited to, the following as directed by the TOWN:

1. Responding to requests from the TOWN for assistance in review of land use applications (includes, zoning, subdivision, shorelines, floodplain, critical areas, SEPA) and comprehensive plan and zoning amendments.
2. Responding to requests from the TOWN for review of building permit applications for compliance with land use regulations (includes, zoning, subdivision, shorelines, floodplain, critical areas, SEPA).
3. Work with the TOWN Staff, Planning Commission and TOWN Council as required to accomplish tasks 1 and 2