



**Town of Twisp
Special Council Meeting
Wednesday, May 3rd, 2023 – Time: 12 PM**

Location: Remote

URL: <https://meet.goto.com/382360397>

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:
[382-360-397](tel:382360397)**

AGENDA

Call to Order and Roll Call

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

Request for Additions &/or Changes to the Agenda

- **Discussion/Action:** Twisp/OCSO – Contract Police Coverage
- **Discussion/Action:** USDA Sewer Project Subsequent Funding Application
- **Discussion/Action:** Interlocal Agreement Twisp/Chelan County – Fire Plan Review

Adjournment

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> • Other (Specify) <input type="text"/>
* 3. Date Received: <input type="text"/> <small>Completed by Grants.gov upon submission.</small>	4. Applicant Identifier: <input type="text"/>	
5a. Federal Entity Identifier: <input type="text"/>	* 5b. Federal Award Identifier: <input type="text"/>	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: <input type="text"/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text"/>	* c. UEI: <input type="text"/>	
d. Address:		
• Street 1: <input type="text"/>	<input type="text"/>	
Street 2:	<input type="text"/>	
* City: <input type="text"/>	<input type="text"/>	
County/Parish:	<input type="text"/>	
* State: <input type="text"/>	<input type="text"/>	
Province:	<input type="text"/>	
* Country: <input type="text"/>	USA: UNITED STATES	
• Zip / Postal Code: <input type="text"/>	<input type="text"/>	
e. Organizational Unit:		
Department Name: <input type="text"/>	Division Name: <input type="text"/>	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <input type="text"/>	* First Name: <input type="text"/>	
Middle Name: <input type="text"/>	<input type="text"/>	
• Last Name: <input type="text"/>	<input type="text"/>	
Suffix: <input type="text"/>	<input type="text"/>	
Title: <input type="text"/>	<input type="text"/>	
Organizational Affiliation: <input type="text"/>		
* Telephone Number: <input type="text"/>	Fax Number: <input type="text"/>	
* Email: <input type="text"/>		

Application for Federal Assistance SF-424

9. Type of Applicant 1 - Select Applicant Type:

Type of Applicant 2- Select Applicant Type:

Type of Applicant 3- Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachments

Delete Attachments

View Attachments

*** 15. Descriptive Title of Applicant's Project:**

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachments

Delete Attachments

View Attachments

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal

* b. Applicant

* c. State

* d. Local

* e. Other

* f. Program Income

* g. TOTAL

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on .

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (if "Yes", provide explanation.)**

Yes No

If "Yes, provide explanation and attach.

Add Attachments

Delete Attachments

View Attachments

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

**** I AGREE**

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

* First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number:

Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

**INTERLOCAL AGREEMENT BETWEEN THE
THE TOWN OF TWISP AND CHELAN COUNTY
FOR PLAN REVIEW SERVICES**

This Interlocal Agreement Between the Town of Twisp and Chelan County for Plan Review Services ("Agreement") is entered into by and between the Town of Twisp ("Town") and Chelan County, Washington ("County"), and sometimes referred to as a "Party" or collectively the "Parties".

RECITALS

WHEREAS, the Parties are municipalities which agree to enter into this Agreement pursuant to Chapter 39.34 RCW, the Washington Interlocal Cooperation Act; and

WHEREAS, the Town has received a Planned Development Application from Palm Investments North LLC, who proposes to divide a 16.81 acre site in the western half of the Town into 52 individual single family residential lots ranging in size from 3,630 square feet to 8,903 square feet and three open space tracts of 8,390 square feet, 116,669 square feet and 171,156 square feet ("proposed development"); and

WHEREAS, the Town desires to enlist the services of the County Fire Marshall ("Fire Marshall") to review the plans of the proposed development and provide written comments as to whether the proposed development meets existing fire code standards, including access and evacuation routes necessary for the proposed development; and

WHEREAS, the County has established and maintains a qualified Fire Marshall as an employee of the County; and

WHEREAS, the Fire Marshall for the County is available to provide such plan review services to the Town.

NOW, THEREFORE, in consideration of the foregoing recitals and covenants contained herein, the Parties agree as follows:

AGREEMENT

1. Plan Review Services. The County, through its duly appointed Fire Marshall, shall review the plans for the proposed development for the purposes of providing comments regarding conformity to applicable fire codes, accesses to the proposed development for emergency ingress and egress in the event of an evacuation because of wildfire, and such other pertinent review criteria as determined by the Fire Marshall (“plan review services”). **This review will include a site visit to the physical location of the proposed development.**

2. Duration. This Agreement shall take effect upon approval by both Parties and publication on the Parties’ websites, and shall continue and be in full force and effect until the Fire Marshall provides comments as provided herein.

3. Termination.

3.1 Either Party may terminate this Agreement by providing 10 days advanced written notice to the other Party and the effective date of such termination.

3.2 This Agreement may be terminated in its entirety at any time by mutual written agreement of the Parties.

4. Administration - No Separate Entity Created. The Town shall be responsible for the administration and management of all aspects related to the review, permitting and administration of the proposed development, except as provided herein. No separate legal entity is created hereby.

4. Consideration. Consideration for the plan review services provided herein shall be **\$100 per hour, plus the standard IRS rate for milage**

for travel to the proposed project site, with a maximum of \$1,300. The County shall invoice the Town for the plan review services provided in this Agreement, and the Town shall pay such invoices as submitted within 30 days of receipt of the same. Interest shall accrue at the rate of 8% per annum on invoices not timely paid by the Town.

5. Indemnification. The Parties shall defend, indemnify and hold each other, their officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney's fees, arising out of or resulting from the acts, errors or omissions of the other Party in performance of this Agreement, except for injuries and damages caused by the negligence of the other Party.

6. Records and Forms. The County shall keep and maintain accurate and complete records pertaining to the provisions of this Agreement. The Town shall have full access to and right to examine any of said records. All records, books, documents or other material maintained, prepared or issued within the limitation of this Agreement shall be the property of the Town and shall be the responsibility for the retention and release of the same.

7. Employment Relationship. No employment relationship is created. The Parties agree that nothing in this Agreement can be construed as creating an employment relationship between the Town and any employee, agent, representative or contractor of the County, or between the County and any employee, agent, representative or contractor of the Town. Without limiting the foregoing, the Fire Marshall shall at all times relative to this Agreement be and remain an employee of the County, and the County shall be exclusively responsible for providing all compensation, benefits, discipline and supervision with respect to the Fire Marshall except as expressly set forth in this Agreement.

8. Integrated Agreement. This Agreement constitutes the entire agreement of the Parties regarding the provision of plan review services, and supersedes all oral or written agreements and negotiations between the Parties, which are hereby deemed void and are of no force or effect.

9. Photocopies. Photocopies of signatures approving this Agreement shall be considered the same as original signatures for all purposes.

DATED this _____ day of _____, 2023.

COUNTY: Chelan County Board of County Commissioners

By _____
Kevin Overbay

By _____
Shon Smith

By _____
Tiffany Gering

ATTEST:

Carlye Biaty, Clerk of the Board

TOWN: Town of Twisp

By _____
Soo Ing-Moody, Mayor

ATTEST:

Randy Kilmer, Town Clerk-Treasurer

Interlocal Agreement
007.1670

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