



**Town of Twisp  
Council Meeting  
Tuesday 5:30 PM May 13<sup>th</sup>, 2025**

**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/437747061>**

**If you would like to listen to the meeting over the phone, please use the following number: [+1 \(872\) 240-3412](tel:+18722403412)**

**Access Code: [437-747-061](tel:+18722403412)**

**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](mailto:clerktreasurer@townoftwisp.com). 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](mailto: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 in the meeting minutes.**



# **Town of Twisp Council Meeting Agenda Tuesday 5:30 PM May 13<sup>th</sup>, 2025**

**Call to Order and Roll Call**

**Pledge of Allegiance**

**Request for Additions &/or Changes**

**Public Comment Period**

**Routine Items:**

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

**New/Old Business:**

- **Discussion/Action:** Arbor Day Proclamation
- **Discussion/Action:** Conservation District Annexation
- **Discussion/Action:** Request for Proclamations and Council Actions
  - **Mayor's Guidance on Citizen Submitted Requests**
  - **Dwight Filer Proclamation Request**
  - **Kathleen Manseau Proclamation Request**
  - **Ric Bailey Independent Fire Plan Request**
- **Discussion/Action:** Resolution #25-741 – Canyon Street Project Acceptance
- **Discussion/Action:** Resolution #25-742 – Collection Systems Improvements Project Acceptance
- **Discussion/Action:** Resolution #25-743 – Screw Press Project Acceptance
- **Discussion/Action:** WA State Arts Commission Grant
- **Discussion/Action:** Legal Services Agreement – Twisp/Inslee Best Doezie & Ryder, PS

**Consent Agenda:**

1. **Accounts Payable/Payroll**
2. **Minutes: 04/22/25**

**Executive Session – Personnel (30 Minutes)**

**Adjournment**



## May 13, 2025 - Packet Memo

**To:** Twisp Town Council

**From:** Clerk Kilmer

**RE:** Arbor Day Proclamation

The Town of Twisp has historically passed an Arbor Day proclamation in support of the celebration in partnership with the Twisp Tree Board.

## Arbor Day Proclamation

Town of Twisp, WA

May 3<sup>rd</sup> 2025

Whereas: trees and forests absorb carbon dioxide, give off oxygen, and store carbon; keep our air clean to breath, and our water safe to drink; provide wildlife habitat; improve mental health and mitigate the impacts of a warming planet; decrease city temperatures on hot summer days; and help conserve energy and ease the stresses of life-

And, Whereas: Arbor Day is an opportunity to celebrate Washington's forests and teach present and future generations about the importance of living amongst healthy trees throughout the State of Washington- Let it be known that the Town of Twisp proclaims May 3<sup>rd</sup> 2025 as a time to celebrate Arbor Day.

\_\_\_\_\_  
Mayor or Equivalent Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## May 13, 2025 - Packet Memo

**To:** Twisp Town Council

**From:** Mayor Smith

**RE:** Okanogan Conservation District Annexation Materials

We have received numerous citizen requests over the past five years for the Town of Twisp to consider annexing into the Conservation District so that both the town government and town residents can better utilize consulting and technical assistance resources available from the Conservation District for wildfire risk reduction planning within the town limits.

We recently met with representatives from the Conservation District to learn more about the process for annexing. The following materials in the packet were provided by the Conservation District for review and discussion. I would like to ask the Council for guidance on how to proceed with this opportunity.



## **Town of Twisp – Annexation**

The Okanogan Conservation District welcomes all incorporated cities and towns in Okanogan County to annex into the district boundary. The district engages communities and residents in natural resources conservation by fostering strong relationships, providing natural resource assistance from trained and knowledgeable personnel, and applying for available funding dollars and resources to bring back to our communities. Annexing into the district allows the incorporated area of Twisp and its residents access to district programs and services, educational and financial resources, technical planning assistance, and additional resources. Annexation would eliminate the boundary barrier that stands in the way of providing residents with requested district assistance.

### **What does it mean to annex into the district?**

- The city and residents can access district programs and services:
  - General Program Areas – Water Resources, Forest and Wildfire, Agriculture & Range, Aquatic & Habitats, Youth Education, and Communication and Outreach Programs.
  - District Services – Project development assistance; planning, permitting processes, design, mapping, educational resources and tool library, funding, strategic planning for current and future needs, and other customizable special project requests.
- Landowners contribute to local funding through a conservation rate and charge that is collected annually at \$.10 per acre and \$4.94 per parcel, totaling \$5.04 per year for a one-acre, single-parcel lot.

Local funds make up 10% of the district budget and allow the district to apply for and secure additional funding through grants from private, state, and federal sources. For every \$1.00 in local funding the district receives over \$7.00 in grant funding that comes back to our community through grants. Local funding is vital to provide stability in available services, staffing, and the continued function and basic operation of the district.

## **Recent Project Examples:**

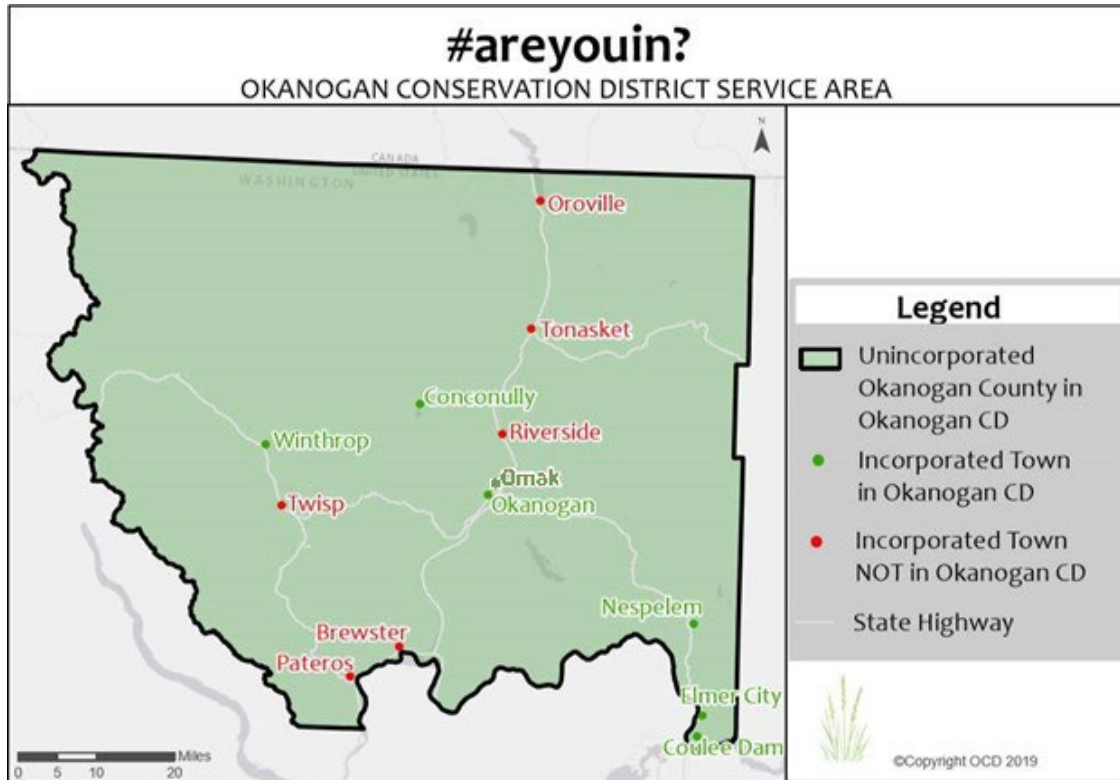
Community Wildfire Resiliency Efforts – Okanogan CD led the update process for the recently approved countywide 2024 Community Wildfire Protection Plan (CWPP). The Town of Twisp, community partners, and its residents were involved participants and contributors to the update of this plan and identified project actions to complete over the next 5-10 years.

Largely, the district's wildfire program assists landowners with free wildfire home-risk assessments, home hardening and defensible space recommendations, cost-share funding and rebates, organizes community-centered resiliency and post-fire meetings and workshops, and works closely with communities, stakeholders, and partners such as the WA DNR, USFS, MVCC, and other organizations and non-profits across the Methow Valley.

Air Care Events – Okanogan CD works with various communities, cities and towns, and HOAs and Firewise© sites to organize community chipping events and clean-up days for residents. Specific to Twisp, the district has provided funds and coordinated over the last couple of years with Clean Air Methow of MVCC to support curbside chipping events for residents of Twisp, and seasonal events at the Twisp Transfer Station. These events are advertised and fully funded by Okanogan CD through grant funds and allow community members the opportunity to remove yard waste and other natural vegetative materials at no cost while reducing burning in the county to improve air quality.

Outdoor Education – Okanogan CD organizes preK-12<sup>th</sup> grade environmental education lessons and activities. Okanogan CD staff lead water quality field days and stream table lessons with the Methow Valley School District as well as alternative and homeschool students in Twisp. We also work with the school garden network which makes up eight school gardens in Okanogan County, including Classroom in Bloom. The district applies for grants and contributes funds to provide teacher training, classroom curriculum, and other resources that benefit local school gardens and natural resource education.

## The Okanogan Conservation District – Boundary Annexation



The incorporated areas displayed above show the towns and cities that are currently annexed into the district boundary. Unincorporated Okanogan County and the Colville Reservation also make up the district boundary. These areas are eligible to access and participate in district services. The areas in red have not yet annexed into the district.

An incorporated area can annex in or out at any time by undergoing the process.

### Annexation Process Summarized: (~4-6 months)

1. Okanogan CD meets with the city/town council and presents annexation information, process, benefits, and answers questions regarding the process of annexing into the district.
2. Upon the council voting YES to a resolution to request annexation into the district boundaries, the council provides the approved resolution to Okanogan CD.
3. Okanogan CD presents the proposal to the district's Board of Supervisors at the monthly board meeting. Upon voting YES, the request moves to the State Conservation Commission (SCC) for approval.
4. Upon the SCC voting YES at their bi-monthly commission meeting, the approved request moves to the Washington Secretary of State for official certification.
5. The incorporated area is officially annexed into the conservation district boundary and the town/city and its residents are able to request assistance and access district programs and services, community resources, funding assistance for conservation projects, and more.



Washington State Conservation Commission  
Olympia, Washington 98504

PETITION FOR INCLUSION OF ADDITIONAL TERRITORY  
WITHIN THE  
OKANOGAN CONSERVATION DISTRICT

TO: The Washington State Conservation Commission

Pursuant to the Conservation Districts Law (Chapter 89.08 RCW) the undersigning government authorities of the Town of Twisp and the Okanogan Conservation District, respectfully represent:

First: That heretofore the Okanogan Conservation District was duly organized as a governmental subdivision of this state, and a public body corporate and politic.

Second: That there is need, in the interest of the public health, safety, and welfare, for the inclusion of the territory hereinafter described within the said Okanogan Conservation District.

Third: That the territory proposed for inclusion within the said district includes substantially the following:

Incorporated Town of Twisp

WHEREFORE, the undersigned petitioners respectfully request that the State Conservation Commission duly define the boundaries of the additional territory; and that the State Conservation Commission determine that such additional territory be so included and made a part of the Okanogan Conservation District.

Okanogan Conservation District

Town of Twisp

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Vice Chair

\_\_\_\_\_  
Member

Council

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Member

Council

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Member

Council

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

Council



## May 13, 2025 - Packet Memo

**To:** Twisp Town Council

**From:** Mayor Smith

### RE: Mayor's Guidance on Constituent Requests for Proclamations and Council Discussion on National/State Political Topics

In recognizing that many constituents in our local community are growing increasingly concerned about rapid and significant federal and state policy changes, the town of Twisp government is being increasingly asked to weigh in on national and state level political topics that may extend beyond our current core municipal functions. In light of receiving an increasing number of requests for new proclamations, I am urging our constituents and Town Councilmembers to consider the following personal guidance I use when determining whether seeking action or proclamations from the Town Council is prudent:

1. Does the issue being requested for discussion directly involve town policies and procedures.
2. Does the issue being requested directly impact town constituents in a known, measurable, and direct way?
3. Does action taken by the town have a likelihood of changing or improving the conditions that are of concern?
4. Is the issue going to be highly divisive among town constituents?
5. Does the town government have all of the facts and information it needs to actually produce well reasoned and impactful statements and policy regarding issues being requested for discussion?

I believe that at this time it is important for me to publicly share this personal guidance as I believe we will continue to see proclamation and action requests from our constituents, and I want to be fair and transparent to all members of the community in demonstrating how I will be responsive to such requests. Despite whether I agree with a specific proclamation request or not, I believe this guidance is helpful in making sure that the town government remains correctly focused and responsive to its core responsibilities and functions. We do have very limited resources to produce the public services we currently render, and so I believe it is important that we thoughtfully weigh the potential costs of engaging in state and federal political issues that we have very little direct policy control over.

Despite my suggested guidance, it is also important for me to note that as Mayor, I do not have the authority to prohibit the Council from deciding to discuss or take action on any particular issue or constituent request, as long as at least two Councilmembers want something added to the Council Agenda. I will always honor the Council's authority to independently decide to take on a specific topic for discussion or action, but I will also always try to remind the Council to consider the implications of their decisions as a matter of benefit to the town, and precedence in considering the merits of future constituent requests.

Lastly, for this specific agenda item, I am combining multiple recent requests we've received for proclamations/action from members of the community for further discussion by the Council. It is my goal for the Council meeting that we discuss this Mayor suggested guidance first, and then discuss each request in turn to decide what the right response from the town is.

In the last two decades, the Methow Valley has experienced large, catastrophic wildfires so often it is hard to remember them all- Tripod, Carlton Complex, Cedar Creek, Diamond Creek, Cub II, and Crescent Mountain. Many residents have lost their homes to these unprecedented fires. Businesses have been devastated during the peak summer tourist season due to fires and smoke. Four firefighters died battling the 30-Mile Fire in 2001. Three local firefighters lost their lives in the Twisp River Fire of 2015.

Now, we are experiencing another unprecedented but preventable crisis. In a misguided attempt to reduce government spending, the current administration has sent emails laying off a significant and important part of their workforce, including those that have “red cards”, which qualify them to fight forest fires when called upon. Summer hires of seasonal workers have been curtailed on top of these layoffs. The administration has mandated further layoffs of 20% of the remaining permanent employees, coming within the next couple months.

In a ProPublica article by Mark Olaide dated April 7, 2025, Frank Beum, a board member of the National Association of Forest Service Retirees who spent more than four decades with the agency said, “There are not enough primary firefighters to do the full job that needs to be done when we have a high fire season”. The executive orders shrinking the federal workforce make a notable exception for public safety staff, including those who fight wildland fires. But according to Frank Beum, that exception does not include red card-carrying employees who hold other fulltime jobs in the agency but are trained to aid firefighting crews. According to Frank Beum these red card-carrying employees are the “backbone” of the firefighting force and their loss will create a significant impact.

These layoffs of our local National Forest employees will directly affect our community’s ability to fight fires and keep our citizens safe. The US Forest Service has a tremendous amount of expertise and experience fighting fires. This ability will be permanently diminished if these layoffs are allowed to stand. Lives are at stake. The potential for loss of property is staggering.

We ask our local elected officials, the Town Council of Twisp and its Mayor, to sign the resolution below, to be sent to our elected representative in Washington, DC, Dan Newhouse, and to United State Senators Maria Cantwell and Patty Murray.

A RESOLUTION OPPOSING WHOLESALE CUTS TO THE US FOREST SERVICE AND URGING SWIFT ACTION TO REHIRE DISPLACED WORKERS AND HALT ANY FURTHER LAYOFFS, IN RECOGNITION OF THE SEVERE NEGATIVE IMPACTS THESE LAYOFFS WILL HAVE ON THE TOWN OF TWISP AND ITS RESIDENTS.

WHEREAS, the Town of Twisp is situated in close proximity to dense stands of timber up Alder Creek and on McClure Mountain, much like Paradise, CA and Lytton, BC (Paradise/Camp fire Nov. 2018, 85 lives lost, 11,000 homes lost—Lytton, June 2021, 520 buildings burned, 2 lives lost).

WHEREAS, the Town of Twisp is in an extremely dangerous fire zone as defined by the State DNR, the Okanogan Conservation District, and the US Forest Service. Twisp is ranked 11<sup>th</sup> in the state as being exposed to the risk of wildland fire.

WHEREAS, large wildfires in the Methow Valley are inextricably tied to economic loss for many businesses because of highway closures, trail closures, and canceled visitation because of hazardous or dangerous air quality caused by wildfires.

WHEREAS, the severe reductions in the workforce will hinder the ability of the Forest Service to fight forest fires, thereby endangering the health, safety, and economic vitality of our community.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of Twisp, WA and its Mayor : The citizens of Twisp, through their elected council members and Mayor, ask that all local Forest Service employees who lost their jobs be immediately reinstated. We further ask that prior to initiation of any future efficiency efforts, including but not limited to staffing reductions, consolidations of administrative services and/or existing Forest Service regions, or potential privatization of services historically performed by the Forest Service, the current administration actively consults with existing Federal, State, and Local agency partners to determine the most effective levels and effective location of government employees on the Methow Valley Ranger District to insure community safety in the face of wildfire, and to allow the Forest Service to fulfill its Congressionally mandated missions.

## o Kathleen Manseau Proclamation Request

We, the people of the Methow Valley, respectfully ask that the Town of Twisp pass a formal resolution affirming unequivocal support for the United States Constitution, in particular the Bill of Rights, and intention to secure the rights of all within its jurisdiction.

We remind our local government officials that the US Constitution explicitly states that the rights afforded by these Amendments are for all persons present in this country.

We the people share much beyond the political and social divides that have torn at our country, and we wish to unite, across partisan lines, in the defense of these inalienable rights enshrined in our Constitution.

We ask that the Town of Twisp adopt the following resolution to reassure your constituents that our local government will resist pressure, financial or otherwise, from any level of the federal government and its agencies, to cause the loss of these constitutional rights, which are foundational to our democratic republic.

## RESOLUTION IN DEFENSE OF CONSTITUTIONAL RIGHTS AND CIVIL LIBERTIES

WHEREAS, America is a “nation of laws, not of men”; and

WHEREAS, the Constitution’s separation of powers provides that the Congress, the Executive, and the Judiciary each serves as a check and balance on the other two branches of government; and

WHEREAS, the independence of the Supreme Court and the Federal Judiciary is essential to constitutional government and the rule of law; and

WHEREAS, our government shall uphold the ideals of equality under the law and equal justice for all; and

WHEREAS, Town of Twisp local government members have sworn an oath to preserve, protect, and defend the Constitution of the United States and the rule of law; and

WHEREAS, the Twisp Town Council members, as representatives of the people, shall be accountable and effective guardians of the public trust; and

WHEREAS, the Town of Twisp has a long tradition of upholding the people’s constitutional rights and greatly benefits from the many contributions of all of its citizens and visitors, past and present, who are vital to our town’s unique character; and

WHEREAS, the Town of Twisp affirms its strong opposition to terrorist acts and crime, and believes that government can protect public safety without impairing constitutional rights and civil liberties; and

WHEREAS, the Town of Twisp is bound by law, honor and duty to uphold the State and Federal Constitutions, and specifically the Bill of Rights and the 14th Amendment;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Twisp, Washington that:

Section 1. The Town of Twisp affirms its commitment to preserve the constitutional rights and civil liberties of all citizens, residents and visitors within the Town of Twisp, including equal protection of the laws, freedom of speech, religion, association and assembly, freedom from unreasonable search and seizure, and privacy, for all the people without regard to race, ethnicity, gender, economic status, national origin, religion, political affiliation, age, sexual orientation, marital status, citizenship status or disability.

The Town of Twisp recognizes that infringement of the constitutionally guaranteed rights and civil liberties of the people, under color of law, is an abuse of power, a breach of the public trust,

a misappropriation of public resources, a violation of civil rights and is beyond the scope of government authority.

Section 2. The Town Council of the Town of Twisp hereby reaffirms established policy by directing its Mayor and all other officers and employees of the Town, including those of the Twisp Police Department, to take no action that would conflict with or impair the constitutional rights and civil liberties of our citizens, residents and visitors as enumerated in the U.S. Constitution, the Constitution of the State of Washington and, as may be set forth in other applicable Federal, State or local laws.

Section 3. The Council further directs the Mayor to immediately report to the Council, in writing, any request by Federal, State, or County authorities to the Town and/or its various departments that, if granted, would cause the Town of Twisp to exercise powers or cooperate in the exercise of powers in apparent violation of any Town ordinance or the laws or Constitution of the State of Washington or the United States.

Section 4. The Twisp Town Council supports the balance of powers specifically stated in the United States and Washington State Constitutions, and accepts the legitimacy, respects the authority, and abides by the decisions and judgments of the federal courts interpreting the Constitution and laws of the United States.

Section 5. The Twisp Town Council directs the Mayor to transmit a copy of this resolution to the Okanogan County Commissioners, Okanogan County Sheriff's Office, U.S. Senators Patty Murray and Maria Cantwell, Congressman Dan Newhouse, the Governor and State Attorney General, and to the Superintendent of the Methow Valley School District.



o Ric Bailey Independent Fire Plan Request

-----Original Message-----

From: Ric Bailey <icilybear@gmail.com>

Sent: Wednesday, April 23, 2025 7:32 AM

To: director@fireadaptedmethow.org; planner@townofwinthrop.com;  
Kat.Heim.FAMV@gmail.com; administrator@winthropmn.gov; willamena661111  
<willamena661111@proton.me>; tasker49@comcast.net

Cc: mayor@townofwinthrop.com; sophiab@townofwinthrop.com;  
josepho@townofwinthrop.com; marisam@townofwinthrop.com;  
sethm@townofwinthrop.com; signes@townofwinthrop.com; Hans Smith  
<townmayor@townoftwisp.com>; Aaron Studen  
<towncouncil.aaronstuden@townoftwisp.com>; Wyatt Lundquist  
<towncouncil.wyattlundquist@townoftwisp.com>; Will Menzies  
<towncouncil.willmenzies@townoftwisp.com>; Tim Matsui  
<towncouncil.timmatsui@townoftwisp.com>

Subject: Fire Plan

We're excited about the prospect of working together to formulate an independent plan for fire safety in the Methow. Please consider the attached letter. Thanks!

The Methow Forest Forum

To: Fire Adapted Methow; Methow Fire Preparedness Task Force; Winthrop and Twisp Town Councils; Town Planners; Others Involved in Fire Safety and Management in the Methow Valley

From: The Methow Forest Forum

April 23, 2025

Dear Methow Valley Fire Safety Leaders:

We at the Methow Forest Forum are members of the Methow Valley Community and enthusiastically support efforts toward the reduction of wildfire risk to local communities. We are grateful for the formation of the fire Preparedness Task Force to develop actionable plans that will help Methow Valley communities mitigate risks, and be better prepared to respond to wildfire threats.

Collectively, our group includes: people with expertise and experience in forestry, fuels, and fire management with the USFS and other agencies and organizations; biologists; those familiar with Comprehensive Planning; and forest ecologists. All of us have reviewed scientific literature regarding forest health and fire, and some have advocated with the local towns and county for more hardening of homes and communities in the face of wildfire.

As you know, management of the Okanogan-Wenatchee National Forest directly impacts community endeavors to reduce wildfire risk. The entire Valley is surrounded by national forest land. It is essential that the Methow Community integrate our efforts with the plans of the agency. The federal government can assist us with forest management, and with funding.

Presently, however, Forest Service plans are in disarray. The national forests are now under a federal directive for maximizing commercial timber production, without regard for fuels reduction strategies. Fire management employees are being fired. Moreover, there are a number of concerns with local fuels projects in that they may not coincide with community interests.

On the positive side, we see an opportunity to empower the community toward our own plan that will provide a counter to a chaotic federal agenda, and positively influence federal activities. We have sympathetic members of Congress who will support our efforts.

There are a number of legal and scientific concerns with the four federal commercial logging projects planned in the Methow Watershed: Mission at 51,000 acres, which is being logged; Twisp at 24,000 acres, which is being implemented but is under litigation; Midnight at 55,000 acres, for which a decision is expected soon; and Upper Methow at approximately 60,000 acres, which is in the planning phase. We believe these projects were conceived under a mandate that is not compliant with the best interests of our community.

The February 6, 2025 issue of *Columbia Insight* featured a story that explained how US Forest Service leaders have for many years been actively using the need for fuels reduction as a surrogate to meet sawtimber production quotas from the national forests. Please see: <https://columbiainsight.org/exclusive-the-forest-service-is-using-the-threat-of-wildfires-to-meet-timber-targets/>.

Further, we have reviewed scientific studies which indicate that the local projects may actually increase rather than decrease fire danger. They also pose a threat to forest attributes such as wildlife habitat, water quality, carbon sequestration, and first-rate outdoor recreation, upon which our lifestyles and economy are dependent. These are expensive, experimental projects that distract funds that should be dedicated to effective fire risk reduction.

We refer you to the following studies: *Have western USA fire suppression and megafire active management approaches become a contemporary Sisyphus?* by Dominick A. DellaSala, et-al. Also please see: *Severe fire weather and intensive forest management increase fire severity in a multi-ownership landscape* by Harold SJ Zald and Christopher Dunn. We would be pleased to provide links to other studies that support our concerns with existing federal projects.

We want to be clear that our concerns over federal government management and policies are not intended to reflect negatively on the many dedicated local Forest Service employees. We are fortunate to have them, and would welcome the participation of former Forest Service employees. Their involvement in developing a community plan would be invaluable.

In contrast to the present federal agenda, we support a plan that includes the following measures, most of which could be promising targets for federal funding support:

- (1) Create a “methow fire information” web site that provides a centralized, readily accessible location for all information related to fires, and post alerts at key locations in the Valley.
- (2) Establish a communication system that provides up-to-date emergency information to local citizens by text and email.
- (3) Develop an alert system that includes sirens, emergency signing, and other means of warning people of impending fire danger.
- (4) Publish an adaptable evacuation plan for the Methow Valley in collaboration with the Washington State Highway Department.
- (5) Improve local firefighting infrastructure, including permanently stationed initial attack crews, additional firefighting equipment, and volunteer training.
- (6) Facilitate fire-wise improvements to existing homes.

(7) Develop an improved federal fire prevention plan to reduce the occurrence of human-caused fires—which constitute 84 percent of wildfires—and expand public education regarding the risk of using fire for any purpose, including intensifying patrol of high-use areas on the national forest during times of high fire danger to better enforce fire prohibitions.

(8) Concentrate fuels reduction efforts (including prescribed burning) in areas within the Wildland-Urban Interface, roughly one half mile from private property.

(9) Focus fuels reduction on reducing dense stands of small-diameter timber, and intensive treatment of ground fuels.

10) All fuels projects should preserve medium/large trees, and be designed to maintain biodiversity and ecosystem function.

We believe our community has a wealth of expertise on forestry and fuels issues. We would be pleased and honored to work with other local citizens and interests toward the development of a comprehensive Methow Community plan for wildfire management and protection. Thank you all for your work.

Sincerely,

**The Methow Forest Forum**

**icilybear@gmail.com; P.O. Box 1086, Winthrop. WA. 98862**

Paula Mackrow

Isabelle Spohn

Pearl Cherrington

David Lukas

Ric Bailey

Julie Hentrich



## May 13, 2025 - Packet Memo

**To:** Twisp Town Council

**From:** Clerk Kilmer

### RE: Project Closeout Resolutions

The Town of Twisp has been working with USDA to fund water, sewer, and capital facilities throughout the town for years, including multiple grant/loan funding packages spanning several projects. The Town and USDA are working to close out the funding agreements as the work ends and the final project acceptance documents are submitted. As a requirement to close out the funding, the Town must pass a resolution for each project as recommended by the project engineers accepting it as complete. The following three resolutions have been prepared for your approval retroactively even though they may have been completed some time ago and retainages released.

- Resolution #25-741 – Canyon Street Project Acceptance
- Resolution #25-742 – Collection Systems Improvements Project Acceptance
- Resolution #25-743 – Screw Press Project Acceptance

**RESOLUTION #25-741**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF TWISP  
APPROVING THE 2020 CANYON STREET & WATER MAIN IMPROVEMENTS PROJECT AS COMPLETE.**

**WHEREAS**, at the recommendation of the Town of Twisp's contracted engineers Varela Engineering and Management, the City Council considers the 2020 Canyon Street & Water Main Improvements Project funded by USDA RD complete; and

**WHEREAS**, the City Council of the Town of Twisp desires to proceed with the closure of the project and release of retainage.

**NOW THEREFORE**, be it resolved that the City Council of the Town of Twisp accepts the 2020 Canyon Street & Water Main Improvements Project as recommended by Varela Engineering and Management.

**PASSED AND APPROVED** by the City Council of the Town of Twisp, at a regularly scheduled meeting this 13<sup>th</sup> day of May, 2025

**APPROVED:**

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Hans Smith, Mayor

**ATTEST:**

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Randy Kilmer, Clerk-Treasurer

**RESOLUTION #25-742**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF TWISP  
APPROVING THE 2023 BIOSOLIDS DEWATERING & LIFT STATION NO. 2 IMPROVEMENTS PROJECT AS  
COMPLETE.**

**WHEREAS**, at the recommendation of the Town of Twisp's contracted engineers Varela Engineering and Management, the City Council considers the 2023 Biosolids Dewatering & Lift Station No. 2 Improvements Project funded by USDA RD complete; and

**WHEREAS**, the City Council of the Town of Twisp desires to proceed with the closure of the project and release of retainage.

**NOW THEREFORE**, be it resolved that the City Council of the Town of Twisp accepts the 2023 Biosolids Dewatering & Lift Station No. 2 Improvements Project as recommended by Varela Engineering and Management.

**PASSED AND APPROVED** by the City Council of the Town of Twisp, at a regularly scheduled meeting this 13<sup>th</sup> day of May, 2025

**APPROVED:**

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Hans Smith, Mayor

**ATTEST:**

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Randy Kilmer, Clerk-Treasurer

**RESOLUTION #25-743**

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF TWISP  
APPROVING THE 2021 SCREW PRESS DEWATERING EQUIPMENT PROCUREMENT PROJECT AS  
COMPLETE.**

**WHEREAS**, at the recommendation of the Town of Twisp's contracted engineers Varela Engineering and Management, the City Council considers the 2021 Screw Press Dewatering Equipment Procurement funded by USDA RD complete; and

**WHEREAS**, the City Council of the Town of Twisp desires to proceed with the closure of the project and release of retainage.

**NOW THEREFORE**, be it resolved that the City Council of the Town of Twisp accepts the 2021 Screw Press Dewatering Equipment Procurement as recommended by Varela Engineering and Management.

**PASSED AND APPROVED** by the City Council of the Town of Twisp, at a regularly scheduled meeting this 13<sup>th</sup> day of May 2025

**APPROVED:**

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Hans Smith, Mayor

**ATTEST:**

---

Randy Kilmer, Clerk-Treasurer





## May 13, 2025 - Packet Memo

**To:** Twisp Town Council

**From:** Staff

**RE:** Arts WA Grant

The attached agreement has been forwarded to the Town of Twisp and offered as a grant award through the WA State Arts Commission.

## WASHINGTON STATE ARTS COMMISSION

Program: FY25 Creative District Grants

Contract No. 387-CD25-014

### GRANT CONTRACT

THIS CONTRACT is made and entered into by and between the **WASHINGTON STATE ARTS COMMISSION**, 711 Capitol Way S, Suite 600, PO Box 42675, Olympia, WA 98504-2675 hereinafter referred to as the COMMISSION, and

Name:	<b>Town of Twisp</b>
Address:	<b>118 Glover Street, Box 278 Twisp, WA 98856</b>
Email:	<b>townmayor@townoftwisp.com</b>
SWV:	<b>SWV0018013-00</b>
Federal Employer ID:	<b>91-1207629</b>

hereinafter referred to as the GRANTEE.

THE PARTIES MUTUALLY UNDERSTAND AND AGREE AS FOLLOWS:

A. PURPOSE OF GRANT

This Contract sets out the terms and conditions by which the COMMISSION provides a grant to the GRANTEE for the purpose of developing, sponsoring, promoting or administering an activity, project or program which is related to the conservation and development of artistic, cultural and creative resources, and / or the growth of the creative economy of the State of Washington. RCW 43.46 provides the statutory authorization for making the grant. The funding is administered under WAC Title 30.

B. DESCRIPTION OF THE ACTIVITY, PROJECT, OR PROGRAM

GRANTEE shall use funds provided under this **Contract No. 387-CD25-014** solely for the Purpose of developing, sponsoring, and administering a Creative District as certified by the COMMISSION representing the State of Washington.

C. AMOUNT OF GRANT

Total amount provided under this contract: **\$7,500.00**.

1. The Commission provides State Funds in the amount of **\$7,500.00** to the GRANTEE in the following disbursements:
  - a. Payment #1: **\$7,500.00** for the period 7/1/24 – 6/30/25
2. Payments will be made in accordance with the payment schedule set forth in Attachment “B”.

D. CONTRACT PERIOD

Funds are awarded for the period beginning **July 1, 2024 to June 30<sup>th</sup>, 2025**.

E. CONTRACT REPRESENTATIVES

The following shall be the contact persons for all communications and billings regarding the performance of this Contract. Either party shall provide written notification to the other of changes in contract representation.

<b>GRANTEE's Contract Representative:</b>		<b>COMMISSION's Contract Representative:</b>	
Name:	<b>Hans Smith</b>	Name:	<b>Aaron Semer</b>
Title:	<b>Town Mayor, District Administrator</b>	Title:	<b>Creative Districts Manager</b>
Org. Name:	<b>Town of Twisp Twisp Creative District</b>	Org. Name:	<b>Washington State Arts Commission – Creative Districts Program</b>
Address:	<b>118 Glover Street, Box 278 Twisp, WA 98856</b>	Address:	<b>PO Box 42675 Olympia, WA 98504-2675</b>
Phone:		Phone:	<b>360-252-9982</b>
E-Mail:	<b><a href="mailto:townmayor@townoftwisp.com">townmayor@townoftwisp.com</a></b>	E-Mail:	<b><a href="mailto:aaron.semer@arts.wa.gov">aaron.semer@arts.wa.gov</a></b>

F. LIMITATION OF AUTHORITY

The COMMISSION's Agent shall be the Executive Director of the Washington State Arts Commission. Only the COMMISSION's Agent shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. The Agent may delegate this authority, but such delegation is effective only if in writing. See General Terms and Conditions for Contract Amendment or Modification procedures.

G. RIGHTS AND OBLIGATIONS

All rights and obligations of the parties to this Contract shall be subject to this Contract and its attachments including the following, which by this reference, are made a part of this Contract:

Attachment A:	Scope of Work and Reporting Requirements
Attachment B:	Budget and Payment Schedule
Attachment C:	General Terms and Conditions
Attachment D:	Invoice Voucher

I. ENTIRE CONTRACT

This Contract including all attachments contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract and attachments shall be deemed to exist or to bind any of the parties.

J. ANNUAL REPORTS

Every Creative District is required to submit annual reports by August 15<sup>th</sup> of each year in order to maintain certification as a Creative District by the State of Washington. By signing this grant contract, the Creative District agrees to submit annual reports for each year of certification as a Creative District by the State of Washington.

THIS CONTRACT is executed by the persons signing below who warrant that they have authority to execute this contract.

**Town of Twisp**

**WASHINGTON STATE ARTS COMMISSION**

\_\_\_\_\_  
*(Signature of party authorized to sign for GRANTEE)*

Karen J. Hanan, Executive Director

\_\_\_\_\_  
*(Printed name of signatory)*

Date:

\_\_\_\_\_  
*(Printed title of signatory)*

Date:\_\_\_\_\_

APPROVED AS TO FORM:

(Signature of Kathryn Wyatt, Assistant Attorney General, State of Washington, July 11, 2013 on file in fiscal office)

**GRANT CONTRACT - ATTACHMENT “A”**  
**Scope of Work and Reporting Requirements**

**Program: FY25 (July 1, 2024 - June 30, 2025) Creative District Grants**

**Contract No. 387-CD25-014**

**GRANTEE: Town of Twisp**

The GRANTEE agrees that funds shall be received solely for the services and/or reimbursements described here below:

**Project Summary:**

**Twisp** has been re-certified as a Creative District by the State of Washington. The Creative District certification is effective for the 5-year period between **4/29/2025** and **4/29/2030**, as specified in Chapter 30-42 WAC.

This grant, effective July 1<sup>st</sup>, 2024 to June 30<sup>th</sup>, 2025 is intended to support the development and implementation of the Creative District occurring during the contract period.

**Scope of Work:**

Completion of Creative District re-certification process, including development of 5-year strategic plan for Creative District.

**Allowable Expenses:**

Expenses related to the formation and operation of the Creative District, including, but not limited to, salaries, benefits, and program operating costs.

**Annual Report Obligations:**

Creative District Certification is independent of this funding. Every Creative District is required to submit annual reports by or before August 15<sup>th</sup> of each year in order as well as comply with other program requirements to maintain certification in good standing as a Creative District by the State of Washington as required under Chapter 30-42 WAC.

**Logo Credit:**

Grant recipients are required to acknowledge support from the Washington State Arts Commission (ArtsWA) in all online and printed materials and announcements (including media interviews) associated with this grant as follows: “This Creative District is certified by the Washington State Arts Commission.” Whenever possible use the ArtsWA logo on any printed, promotional materials related to this grant. ArtsWA will provide the suite of logos to Creative Districts upon acceptance of this grant contract.



**GRANT CONTRACT - ATTACHMENT "B"**  
**Budget and Payment Schedule**

**Program: FY25 (July 1, 2024 - June 30, 2025) Creative District Grants**

**Contract No. 387-CD25-014**

**GRANTEE: Town of Twisp**

The GRANTEE agrees that in consideration of **sections A, B, and C** on page 1 of this CONTRACT, that funds as awarded will be paid to the GRANTEE by the COMMISSION with the following terms and conditions:

1. No funds will be paid to the GRANTEE in advance of the contract starting date stated in section D of the CONTRACT.
2. Grant funds can only be spent on the expenses for which COMMISSION funds were committed and described in the ***Allowable Expenses*** section of ***Attachment "A"***.
  - a. Invoice Vouchers will be signed and returned to the COMMISSION along with the signed contract. The Invoice Voucher may not be altered by the GRANTEE.
  - b. When you have completed your scope of work and are ready to be paid, e-mail Aaron Semer with copies of your documentation including materials with the required documentation.
3. The budget is as follows:

Year 1 Grant Funds: **\$7,500.00**

4. Payment Schedule:

Payment 1: **\$7,500.00** for the period 7/1/2024-6/30/2025

**GRANT CONTRACT - ATTACHMENT “C”**  
**General Terms and Conditions**

**Program: Twisp Creative District**

**Contract No. 387-CD25-014**

**GRANTEE: Town of Twisp**

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## **A. HEADINGS AND DEFINITIONS**

**DEFINITIONS** - As used throughout this Contract, the following terms shall have the meaning set forth below:

1. "COMMISSION" shall mean the Washington State Arts Commission, any division, section, office, unit or other entity of the Commission, or any of the officers or other officials lawfully representing that Commission.
2. "Creative District" shall mean a land area designated by a local government and certified by the Commission in accordance with RCW 43.46.105 that contains either a hub of cultural facilities, creative industries, or arts-related businesses, or multiple vacant properties in close proximity that would be suitable for redevelopment as a creative district.
3. "State-certified creative district" means a creative district whose application for certification has been approved by the commission.
4. "AGENT" shall mean the Executive Director, Washington State Arts Commission, and/or the delegate authorized in writing to act on his/her behalf.
5. "GRANTEE" shall mean that Creative District Administrator or administrative entity that has been awarded a grant of funds under this Contract and shall include all designated employees of the GRANTEE.
6. "Local government" means a city, county, or town.

**HEADINGS** - Headings used in this Contract are for reference purposes only and shall not be considered a substantive part of this Contract.

## **B. GENERAL CONTRACT TERMS**

**AMENDMENTS OR MODIFICATION** - This Contract may be amended or modified only by mutual consent of the COMMISSION and GRANTEE. To be effective, any amendment or modification must be in writing, signed by all parties, and attached hereto. No oral understanding or agreement binds the parties.

**CONFORMANCE** - If any provision of this contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

**ORDER OF PRECEDENCE** – The items listed below are incorporated herein by reference. In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and Washington State statutes and regulations including applicable Federal and State Executive Orders.
2. Special Terms and Conditions of this Contract, including
  - a. Scope of Work and Reporting Requirements
  - b. Modifications to the General Terms and Conditions
3. General Terms and Conditions
4. All other attachments or material incorporated by reference.

**SEVERABILITY** - If any provision of this Contract or any provision of any document incorporated by reference is held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.

**WAIVER OF DEFAULT OR BREACH**-- Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Waiver of any default or breach shall not be construed to be a modification of the terms of the Contract.

## **C. PERFORMANCE AND GENERAL RESPONSIBILITIES**

**COVENANT AGAINST CONTINGENT FEES** - The GRANTEE warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or a bona fide established agent maintained by the GRANTEE for the purpose of securing business. The COMMISSION shall have the



right, in the event of breach of this clause by the GRANTEE, to annul this Contract without liability, or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

**INDEMNIFICATION** – To the fullest extent permitted by law, the GRANTEE shall indemnify defend, and hold harmless the State of Washington, including the COMMISSION and all officials, agents, employees of the State from and against any liability, damages, claims, suits and/or expenses arising out of or resulting from performance of this Contract, including, but not limited to, injury to persons or property, failure to follow applicable law, acts that are libelous or slanderous, and the violation or infringement of any copyright, patent, trademark, trade name or unfair trade practice law. The GRANTEE’s obligation to indemnify, defend, and hold harmless includes any claim by the GRANTEE’s agents, employees, representatives, or any subGRANTEE or its employees. The GRANTEE shall be required to indemnify, defend, and hold harmless the State only to the extent claim is caused in whole or in part by negligent acts or omissions of the GRANTEE.

**INDEPENDENT CAPACITY OF GRANTEE** This Contract creates an independent GRANTEE relationship. The GRANTEE and its employees or agents performing under this Contract are not employees or agents of the COMMISSION or the State of Washington. The GRANTEE and its employees or agents will not hold themselves out as nor claim to be officers or employees of the COMMISSION or of the State of Washington by reason of this Contract and will not make any claim, demand, or application to or for any right or privilege which would accrue to such an officer or employee under law. The COMMISSION shall not control or otherwise supervise the manner in which this Contract is performed.

**NONASSIGNABILITY** – The GRANTEE shall not assign this Contract, any rights or obligations under this Contract, or any claim arising under this Contract without prior written consent of the COMMISSION.

**PUBLICITY/ACKNOWLEDGEMENTS** – The GRANTEE shall acknowledge the COMMISSION in all online, printed or oral material and announcements, including in-person interviews with audio, video, or print journalists, which result from this Contract, as follows: “This program is supported in part, by a grant from ArtsWA (the Washington State Arts Commission).”

**REPRODUCTION** - The GRANTEE relinquishes to the State and its assigns royalty-free, irrevocable, non-exclusive license to make photographic or graphic reproductions or otherwise use data and copyrightable materials that result from this Contract, provided that such use or reproduction shall be only for government purposes. Data shall include, but is not limited to, reports, documents, pamphlets, other printed matter, photographs, and sound recordings. Government purposes shall include, but are not limited to, (1) internal documents such as memoranda and (2) public releases such as advertising, brochures, media publicity and catalogs or other similar publications, social media or other electronic communications, provided that the author or artist is credited. All reproductions of copyrightable material by the State in public releases shall contain a credit to the author or artist where applicable.

**SERVICES WITHIN WASHINGTON** - The GRANTEE agrees that no funds under this Contract will be used for activities or services outside the State of Washington, without prior authorization of the COMMISSION.

#### **D. COMPLIANCE WITH LAWS, RECORDKEEPING, AND INSPECTION**

**AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336**, also referred to as the “ADA” 28 CFR Part 35. – The GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodation, state and local government services, and telecommunications.

**COMPLIANCE WITH APPLICABLE LAW**. The GRANTEE shall comply with all applicable and current federal, state, and local laws, regulations, and policies, including all applicable local, state, and federal licensing, accreditation and registration requirements/standards necessary for the performance of this Contract.

In the event of the GRANTEE’s noncompliance or refusal to comply with any applicable law or policy, the COMMISSION may rescind, cancel or terminate this Contract for cause in whole or in part. The COMMISSION also may declare the GRANTEE ineligible for further grant awards from the COMMISSION.

**CONFLICT OF INTEREST**. Notwithstanding any determination by the Executive Ethics Board or other tribunal, the COMMISSION may, by written notice to the GRANTEE, terminate this Contract if it is found after due notice and examination by the COMMISSION that there is a violation of the Ethics in Public Service

Act, Chapter 42.52 RCW, or any similar statute involving the GRANTEE in the procurement of, or performance under, this Contract.

In the event this Contract is terminated as provided above, the COMMISSION shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of contract by the GRANTEE. The rights and remedies of the COMMISSION provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Agent makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Contract.

HAZARDOUS SUBSTANCES. The GRANTEE will defend, protect and hold harmless COMMISSION and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances as defined by state and federal law on the property covered by the project.

NONDISCRIMINATION LAWS – During the performance of this Contract, the GRANTEE shall comply with all federal and state nondiscrimination laws, regulations, or policies. If the GRANTEE does not comply or refuses to comply with nondiscrimination laws, regulations or policies, the COMMISSION may rescind, cancel, or terminate this Contract in whole or in part and may also declare the GRANTEE ineligible for further contracts with the COMMISSION. The GRANTEE shall be given a reasonable time in which to cure noncompliance. Any dispute may be resolved in accordance with the "Disputes" provision in this Contract.

NONDISCRIMINATION

Nondiscrimination Requirement. During the term of this Contract, CONTRACTOR, including any SUBCONTRACTOR, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, CONTRACTOR, including any SUBCONTRACTOR, shall give written notice of this nondiscrimination requirement to any labor organizations with which CONTRACTOR, or SUBCONTRACTOR, has a collective bargaining or other agreement.

Obligation to Cooperate. CONTRACTOR, including any SUBCONTRACTOR, shall cooperate and comply with any Washington state agency investigation regarding any allegation that CONTRACTOR, including any SUBCONTRACTOR, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

Default. Notwithstanding any provision to the contrary, COMMISSION may suspend CONTRACTOR, including any SUBCONTRACTOR, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until COMMISSION receives notification that CONTRACTOR, including any SUBCONTRACTOR, is cooperating with the investigating state agency. In the event CONTRACTOR, or SUBCONTRACTOR, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMISSION may terminate this Contract in whole or in part, and CONTRACTOR, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. CONTRACTOR or SUBCONTRACTOR may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, CONTRACTOR, SUBCONTRACTOR, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. COMMISSION shall have the right to deduct from any monies due to CONTRACTOR or SUBCONTRACTOR, or that thereafter become due, an amount for damages CONTRACTOR or SUBCONTRACTOR will owe COMMISSION for default under this provision.

PUBLIC DISCLOSURE/CONFIDENTIALITY – GRANTEE acknowledges that the COMMISSION is subject to Chapter 42.17 RCW, the Public Disclosure Act and that this Contract shall be a public record as defined in RCW 42.17.250 through 42.17.340. Any specific information that is claimed by the GRANTEE to be confidential or proprietary must be clearly identified as such by the GRANTEE. To the extent consistent with Chapter 42.17 RCW, the COMMISSION shall maintain the confidentiality of all such information marked

confidential or proprietary. If a request is made to view the GRANTEE's information, the COMMISSION will notify the GRANTEE of the request and the date that such records will be released to the requester unless GRANTEE obtains a court order enjoining that disclosure. If the GRANTEE fails to obtain the court order enjoining disclosure, the COMMISSION will release the request information on the date specified.

**RECORDS, DOCUMENTS, AND REPORTS** – The GRANTEE shall maintain complete financial records, including all accounts, books, records, documents, invoices and other evidence, that sufficiently and properly reflect all direct and indirect costs of any nature expenses incurred and revenues acquired under this Contract. The records must clearly show that matching expenditures, if required, are not less than the amount granted in the approved application and this Contract. The system of accounting employed by the GRANTEE shall be in accordance with generally accepted accounting principles, and will be applied in a consistent manner so that the project finances can be clearly identified.

These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the COMMISSION, the Office of the State Auditor, and Federal officials so authorized by law, rule, regulation, or contract. The GRANTEE will retain all books, records, documents, and other materials relevant to this Contract for six years after termination or expiration of the Contract, and make them available for inspection by persons authorized under this provision. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**REGISTRATION WITH THE DEPARTMENT OF REVENUE** - The GRANTEE shall complete registration, if required by law, with the Washington State Department of Revenue, P.O. Box 47450, Olympia, WA 98504-7450, <http://dor.wa.gov>. The GRANTEE shall be responsible for payment of all taxes due on payments made under this Contract.

**RIGHT OF INSPECTION** – The GRANTEE shall cooperate with and freely participate in any monitoring or evaluation activities conducted by the COMMISSION pertinent to the intent of this Contract, including right of entry for periodic site inspections. The GRANTEE shall provide right of access to the facilities and/or site of the activity, project, or program to the COMMISSION, or to any of its officers, or to any other authorized agent or official of the State of Washington or the Federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

#### **E. FUNDING, REIMBURSEMENT AND BUDGET**

**ADVANCE PAYMENTS PROHIBITED** - No payments in advance or in anticipation of services or supplies to be provided under this Contract shall be made by the COMMISSION.

**TAXES** – All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

**TRAVEL AND PER DIEM** - In the event the Contract expressly provides for the GRANTEE to be reimbursed for out-of-pocket expenses, the GRANTEE will be reimbursed for travel expenses at the State rates for mileage and per diem in effect at the time these expenses are incurred. The COMMISSION reserves the right to audit documents supporting billings made for out-of-pocket expenses.

#### **F. TERMINATION AND DISPUTES**

**DISPUTES**. Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing of the other according to the process set out in this section. Either party's request for dispute hearing must be in writing and clearly state:

1. The disputed issue(s);
2. The relative positions of the parties;
3. The GRANTEE's name, address and project title.

The requesting party shall mail the request for hearing to the other party within 5 working days after the parties agree that they cannot resolve the dispute. Within 5 working days of receipt of the request, the receiving party shall respond by either accepting or refusing the request for dispute resolution.

If both parties agree to a dispute hearing, the dispute shall be heard by a panel of three persons consisting of one person selected by the GRANTEE, one person selected by the COMMISSION, and a third person chosen by the two persons initially appointed. Any hearing under this section shall be informal, with the specific processes to be determined by the panel according to the nature and complexity of the issues involved. The process may be solely based upon written material if the parties so agree. Provisions of this Contract shall govern the panel in deciding the disputes. The parties shall equally share all cost associated with implementation of this process.

The decision of the panel shall not be admissible in any succeeding judicial or quasi-judicial proceeding concerning the Contract. The parties agree that these dispute resolution proceedings shall precede any action in a judicial or quasi-judicial tribunal. Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternative dispute resolution method in addition to the dispute resolution procedure outlined above.

GOVERNING LAW AND VENUE – Washington law shall govern this Contract. In the event of a lawsuit involving this Contract, venue shall be proper in Thurston County.

SAVINGS If any State, Federal, private, or other funding source withdraws, reduces, or limits in any way the funds appropriated for the work under this Contract prior to normal termination of the Contract, the COMMISSION may terminate the Contract without advance notice. At the COMMISSION's discretion, the parties may renegotiate the Contract under those new funding limitations and conditions. If this Contract is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Contract prior to the effective date of termination.

TERMINATION FOR CONVENIENCE - Either party may terminate this Contract upon 15 days' prior written notification to the other party. If this Contract is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Contract prior to the effective date of termination.

TERMINATION OR SUSPENSION FOR CAUSE—In the event the COMMISSION determines the GRANTEE has failed to comply with the conditions of this Contract in a timely manner, the COMMISSION has the right to suspend or terminate the Contract. Before suspending or terminating the Contract, the COMMISSION shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within fifteen (15) days of receiving notice, the COMMISSION may terminate or suspend the Contract.

If the Contract is terminated for cause, the COMMISSION reserves the right to require the GRANTEE to repay all or any portion of funds paid to the GRANTEE prior to termination. The GRANTEE shall make repayment within thirty (30) days of the demand. If the COMMISSION is required to institute legal proceedings to enforce this repayment provision, the COMMISSION shall be entitled to its costs, including reasonable attorneys' fees. However, repayment shall not be the sole or exclusive remedy available to the COMMISSION. No remedy available to the COMMISSION shall be deemed exclusive. The COMMISSION may elect to exercise any single, any combination, or all of the remedies available to it under this Contract, or under any provision of law, common law, or equity.

#### SUSPENSION AND DEBARMENT

If federal funds are used for this contract, the CONTRACTOR shall assure that, its officers, agents, SUBCONTRACTORS, and consultants shall not fund, contract with, or engage the services of any consultant, SUBCONTRACTOR, supplier, or other party who is debarred, suspended, or otherwise ineligible to receive funds.

The CONTRACTOR certifies that the CONTRACTOR is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the AGREEMENT by any federal department or agency. If requested by COMMISSION, the CONTRACTOR shall complete a Certification of Debarment, Suspension, Ineligibility, and Voluntary Exclusion form.

# Invoice Voucher

FORM A19-1A (REV 7/96)	 <b>STATE OF WASHINGTON</b> <b>AFRS</b> <b>INVOICE VOUCHER</b>
------------------------------	---

AGENCY USE ONLY		
AGENCY NO.	LOCATION CODE	P.R. OR AUTH. NO.
<b>387</b>	<b>001</b>	

**INSTRUCTION TO VENDOR OR CLAIMANT:** Submit this form to claim payment for materials, merchandise or services. Show complete detail for each item.

**Vendor's Certificate.** I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veterans status.

<b>AGENCY NAME AND LOCATION</b>
WASHINGTON STATE ARTS COMMISSION PO BOX 42675 OLYMPIA WA 98504-2675

<b>VENDOR OR CLAIMANT (Warrant is to be payable to)</b>
Town of Twisp Attn: Hans Smith 118 Glover St, Box 278 Twisp, WA 98856 <b>townmayor@townoftwisp.com</b> <b>SWV0018013-00</b>

<b>X BY:</b>
(TITLE)
(DATE)

FEDERAL I.D. NO. OR SOCIAL SECURITY NO. (For Reporting Personal Service Contract Payments to IRS):					RECEIVED BY:		DATE RECEIVED:									
DATE	DESCRIPTION			QUANTITY	UNIT	UNIT PRICE	AMOUNT	FOR AGENCY USE								
	Creative Districts Grant – Twisp															
	Start-Up Grant- Payment 1															
	Per <b>Attachment "A"</b> Scope of Work															
	Contract No: <b>387-CD25-014</b>															
	012 State Creative District Funds:						<b>\$7,500</b>									
	<b>Total Grant Awarded:</b>						<b>\$7,500</b>									
Vendor Message:																
						<b>Total:</b>	<b>\$7,500</b>									
PREPARED BY:		TELEPHONE NUMBER:		DATE:		AGENCY APPROVAL:		DATE:								
Korja Giles		360-485-1106		5/5/25												
DOC. DATE:		PMT DUE DATE:	CURRENT DOC. NO.:	REF. DOC. NO.:	VENDOR NUMBER:		USE TAX	VENDOR MESSAGE:								
					<b>SWV0018013-00</b>											
REF DOC SUF	TRANS CODE	M O D	FUND	MASTER INDEX APPN INDEX	PROGRAM INDEX	SUB OBJ	SUB OBJ	ORG INDEX	WORKCLASS ALLOC	COUNTY Budget Unit	CITY/TOWN MOS	PROJECT	SUB PROJ	PROJ PHAS	AMOUNT	INVOICE NUMBER
			<b>001</b>	<b>012</b>	<b>00107</b>	<b>NZ</b>						<b>7CRD</b>			<b>\$7,500</b>	<b>CD25-014</b>
ACCOUNTING APPROVAL FOR PAYMENT:										DATE:		WARRANT TOTAL:		WARRANT NUMBER:		



## May 13, 2025 - Packet Memo

**To:** Twisp Town Council

**From:** Mayor Smith

**RE:** Legal Services Agreement With Inslee Best Doezie & Ryder, PS

Twisp currently has four significant planned development projects underway, plus more being actively developed. Each planned development project has multiple complex steps that require expert and efficient legal review that sometimes exceeds the availability of our contracted town attorney. Based on our recent experience with Inslee Best Doezie & Ryder, PS, I am recommending we hold a new separate contract with this firm for as-needed legal representation on matters in which they excel, such as land use law and litigation. I believe this new Legal Services Agreement is needed to ensure Twisp can further improve its land use permit processing and avoid costly litigation during this time of increasing development rates. The Town Attorney is supportive of us retaining Inslee Best Doezie & Ryder, PS for efficient legal guidance on specific land use reviews.

## **LEGAL SERVICES AGREEMENT**

**THIS AGREEMENT** made and entered on this 25th day of April, 2025 (“Effective Date”), by and between the Town of Twisp (the “Client”) and Jennifer Robertson, on behalf of the law firm of Inslee Best Doezie & Ryder, P.S. located at 10900 NE 4<sup>th</sup> Street, Suite 1500, Bellevue WA 98004, hereinafter referred to as “the Firm,” collectively “the Parties.”

### **II. SERVICES PROVIDED**

The Firm shall perform legal services on a continuing basis to assist with a land use matter and other legal matters as specifically assigned by the Client. Jennifer Robertson—or an attorney of the Firm approved by the Client—will serve as the lead legal counsel and will direct the services of the Firm consistent with this Agreement.

### **III. QUALITY OF SERVICES**

The Firm shall use its best efforts to perform the Client’s legal services promptly, efficiently and effectively, according to the rules of professional conduct of the Washington State Bar Association.

### **IV. DESCRIPTION OF SERVICES**

At the request of the Town of Twisp, the Firm shall perform legal services for the Client related to land use and other specifically assigned matters, including but not limited to the following:

(1) Review or draft agreements, resolutions, real property documents and other legal documents related to assigned matters;

(2) Represent the Client in lawsuits and contested administrative proceedings commenced by or against the Client related to assigned matters;

(3) Consult with and advise the Mayor, Council, employees and consultants regarding legal matters as assigned;

(4) Perform such other duties and services as are necessary and appropriate to provide the Client with legal representation in assigned matters.

### **V. FEES AND COSTS**

The Town of Twisp shall pay for legal services at the hourly rates set forth on **Exhibit A** to this Agreement. The Client shall reimburse the Firm for all out-of-pocket expenses incurred on the Client's behalf, including but not limited to court fees, witness fees, deposition costs, special mailing or courier fees, copying costs, long distance telephone charges, travel expenses, computerized legal research and other charges that the Firm advances on the Client's behalf. Except for unusual cases, the Firm will not advance funds to pay third party costs (e.g., expert witness fees), and invoices for those costs will be forwarded to the Client for payment.

## **VI. PAYMENT TERMS; TIME RECORDS**

The Firm will bill the Client monthly for services and out-of-pocket expenses. The monthly invoice will summarize the date and extent of legal services performed and the charge for such services, and will itemize the expenses. Fees and costs are due in full from the Client upon billing by the Firm. A service charge shall accrue at the rate of eight percent per annum, but shall only be added to any balance remaining unpaid sixty (60) days after the invoice date.

## **VII. TERM**

This Agreement shall be in effect upon signature by Mayor Hans Smith. The Client may terminate the Firm's services at any time by delivery of written notice to the Firm. The Firm shall have the right to withdraw for any reason in accordance with the rules of professional conduct of the Washington State Bar Association.

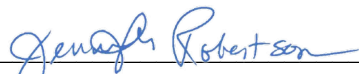
## **VIII. INSURANCE**

The Firm shall maintain for the protection of the Client a professional errors and omissions insurance policy with minimum coverage of four million dollars (\$4,000,000) per claim and four million dollars (\$4,000,000) annual aggregate.

CLIENT

INSLEE, BEST, DOEZIE & RYDER, P.S.

By \_\_\_\_\_  
Hans Smith, Mayor

By  \_\_\_\_\_  
Jennifer Robertson, Shareholder



## Exhibit A

### **INSLEE, BEST, DOEZIE & RYDER, P.S.** *2025-2026 Attorney Billing Rates*

<b>Municipal Partners</b>	<b>RATES</b>
Archer, Charlotte	\$375
Chambers, Curtis	\$375
Frimodt, Eric	\$375
Larson, Rosemary	\$375
Pirnke, Chris	\$375
Reitan, Dawn F.	\$375
Robertson, Jennifer	\$375
Other municipal associate attorneys	\$295
<b>Paralegals and law clerks</b>	Municipal rates
<b>Other firm partners</b>	10% less than regular firm rates, rounded to next lowest \$5 increment
<b>Fees billed through to other parties</b>	Full firm rates apply

# WARRANT/CHECK REGISTER

Town Of Twisp

Time: 13:11:31 Date: 05/09/2025

04/23/2025 To: 05/13/2025

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
776	04/30/2025	Payroll	1	EFT		1,032.72	
777	04/30/2025	Payroll	1	EFT		3,226.58	
778	04/30/2025	Payroll	1	EFT		1,865.47	
779	04/30/2025	Payroll	1	EFT		7,469.32	
780	04/30/2025	Payroll	1	EFT		2,661.27	
781	04/30/2025	Payroll	1	EFT		2,255.33	
782	04/30/2025	Payroll	1	EFT		4,135.38	
783	04/30/2025	Payroll	1	EFT		3,578.58	
784	04/30/2025	Payroll	1	EFT		91.24	
785	04/30/2025	Payroll	1	EFT		91.24	
786	04/30/2025	Payroll	1	EFT		91.24	
787	04/30/2025	Payroll	1	EFT		2,476.02	
788	04/30/2025	Payroll	1	EFT		1,944.57	
789	04/30/2025	Payroll	1	EFT		1,592.20	
790	04/30/2025	Payroll	1	EFT		3,329.33	
791	04/30/2025	Payroll	1	EFT		2,087.26	
793	04/30/2025	Payroll	1	EFT	AWC Employee Benefits Trust	8,814.25	Pay Cycle(s) 04/30/2025 To 04/30/2025 - AWC Medical
794	04/30/2025	Payroll	1	EFT	Internal Revenue Service	16,019.01	941 Deposit for Pay Cycle(s) 04/01/2025 - 04/30/2025
795	04/30/2025	Payroll	1	EFT	AFLAC	29.40	Pay Cycle(s) 04/30/2025 To 04/30/2025 - AFLAC (Sec 125); Pay Cycle(s) 04/30/2025 To 04/30/2025 - AFLAC (Post)
796	04/30/2025	Payroll	1	EFT	Navia Benefit Solutions	1,666.28	Pay Cycle(s) 04/30/2025 To 04/30/2025 - Navia Benefit Solutions
806	04/30/2025	Payroll	1	EFT	Dept. of Labor & Industries	4,838.76	1ST Quarter L&I: 01/01/2025 - 03/31/2025
807	04/30/2025	Payroll	1	EFT	Employment Security Department - PFML	2,494.10	Pay Cycle(s) 01/01/2025 To 03/31/2025 - PFML; Pay Cycle(s) 01/01/2025 To 03/31/2025 - LTC
823	05/06/2025	Payroll	1	EFT	Department Of Retirement Systems	9,688.29	Pay Cycle(s) 04/30/2025 To 04/30/2025 - PERS 2; Pay Cycle(s) 04/30/2025 To 04/30/2025 - Deferred Comp; Pay Cycle(s) 04/30/2025 To 04/30/2025 - PERS 3
797	04/30/2025	Payroll	1	39830	Teamsters Local Union No. 760	37.00	Pay Cycle(s) 04/30/2025 To 04/30/2025 - Teamsters Union Dues

001 General Fund  
101 Street Fund  
401 Water Fund  
404 Sewer Fund

16,718.07  
8,492.00  
25,123.97  
31,180.80

81,514.84 Payroll: 81,514.84

# WARRANT/CHECK REGISTER

Town Of Twisp

Time: 13:11:31 Date: 05/09/2025

04/23/2025 To: 05/13/2025

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:**

**Katrina Auburn** \_\_\_\_\_

**Aaron Studen** \_\_\_\_\_

**Wyatt Lundquist** \_\_\_\_\_

**Will Menzies** \_\_\_\_\_

**Tim Matsui** \_\_\_\_\_

# ACCOUNTS PAYABLE

Town Of Twisp

Time: 13:11:54 Date: 05/09/2025

As Of: 06/27/2025

Page: 1

Accts	Received	Date Due	Vendor	Amount	Memo
Pay #					
17251	05/13/2025	05/13/2025	4375	509 Automotive Repair & Service LLC	1,276.11
17252	05/13/2025	05/13/2025	5196	All Traffic Solutions Inc.	130.50
17253	05/13/2025	05/13/2025	5131	American Leak Detection	5,608.00
17254	05/13/2025	05/13/2025	2095	American Legion	40.00
17266	05/13/2025	05/13/2025	4898	Avidex	1,073.70
17255	05/13/2025	05/13/2025	4933	Boulder Park Inc.	467.22
17256	05/13/2025	05/13/2025	2324	Cascade Pipe & Feed Supply, Inc	509.68
17257	05/13/2025	05/13/2025	2028	CenturyLink Communications, LLC	411.48
17258	05/13/2025	05/13/2025	2029	Code Publishing Company, Inc.	830.00
17259	05/13/2025	05/13/2025	5366	Columbia Basin Section	60.00
17260	05/13/2025	05/13/2025	3829	D*Signs	108.70
17261	05/13/2025	05/13/2025	2050	Department of Ecology	3,201.27
17263	05/13/2025	05/13/2025	2049	Ebenger, David	110.00
17262	05/13/2025	05/13/2025	5161	EcoPlan & Design	5,381.75
17264	05/13/2025	05/13/2025	5093	IamGIS Group, LLC	5,500.00
17265	05/13/2025	05/13/2025	5367	Inslee Best Doezie & Ryder, P.S., Attn: Billing	525.00
17267	05/13/2025	05/13/2025	5333	MZ Solar Consulting	5,000.00
17270	05/13/2025	05/13/2025	2118	Methow Valley Lumber, Inc.	55.79
17268	05/13/2025	05/13/2025	2119	Methow Valley News Publishing LLC	410.00
17269	05/13/2025	05/13/2025	2103	Methownet.com	499.00
17271	05/13/2025	05/13/2025	2818	Oxarc	1.96
17272	05/13/2025	05/13/2025	2235	PUD No 1 of Okanogan County	6,229.52
17273	05/13/2025	05/13/2025	2160	Public Safety Testing	125.00
17274	05/13/2025	05/13/2025	2362	Quality Lube Corporation	94.47
17275	05/13/2025	05/13/2025	2162	Quill	199.28
17276	05/13/2025	05/13/2025	5280	Rosauers Twisp	55.71
17290	05/13/2025	05/13/2025	5190	Rudnick & Sons Construction	190,850.79
17277	05/13/2025	05/13/2025	4970	Securitas Electronic Security, Inc.	500.02
17279	05/13/2025	05/13/2025	2038	Shred-it	49.39
17278	05/13/2025	05/13/2025	4048	Simple Power IT	1,986.74
17280	05/13/2025	05/13/2025	2326	Sun Mountain Lodge	1,932.93
17281	05/13/2025	05/13/2025	2193	Town of Winthrop	632.52
17282	05/13/2025	05/13/2025	2187	Twisp Auto Parts	61.50
17296	05/13/2025	05/13/2025	2197	US Bank	725.04
17283	05/13/2025	05/13/2025	2673	USA BlueBook	244.42
17284	05/13/2025	05/13/2025	2199	Utilities Underground	42.24
17285	05/13/2025	05/13/2025	3946	VIP Cascades Agency, Inc.	175.00
17286	05/13/2025	05/13/2025	5273	Valley Hospitality Resources, INC	2,600.00
17287	05/13/2025	05/13/2025	5275	Valley Inspection Service	3,275.40
17294	05/13/2025	05/13/2025	2200	Verizon Wireless	709.61
17295	05/13/2025	05/13/2025	5248	Visa	1,951.34
17288	05/13/2025	05/13/2025	4560	W. Scott DeTro	4,643.92
17289	05/13/2025	05/13/2025	4430	WA Law Enforcement Information & Records, Mill Cre	450.00
17291	05/13/2025	05/13/2025	3810	WasteWise Methow	1,522.04
17292	05/13/2025	05/13/2025	4603	Whitley Fuel LLC	1,899.06
17293	05/13/2025	05/13/2025	4604	Woodland Resource Services Inc	5,972.84

ACCOUNTS PAYABLE

Town Of Twisp

As Of: 06/27/2025

Time: 13:11:54 Date: 05/09/2025  
Page: 2

Accts					
Pay #	Received	Date Due	Vendor	Amount	Memo
Report Total:				258,128.94	

This report has been reviewed by:

REMARKS:

Signature & Title

Date