



**Town of Twisp  
Council Meeting**

**Tuesday, May 23<sup>rd</sup>, 2023 – Time: 5:30 PM**

**Location: Twisp Civic Building  
118 S Glover St.**

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

**URL: <https://meet.goto.com/903276269>**

If you would like to listen to the meeting over the phone, please use the following number: **[+1 \(571\) 317-3122](tel:+15713173122)**

**Access Code: [903-276-269](tel:+1903276269)**

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) 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](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 on the meeting minutes.



**Town of Twisp  
Council Meeting Agenda  
Tuesday, May 23<sup>rd</sup>, 2023 – Time: 5:30 PM**

**Call to Order and Roll Call**

**Pledge of Allegiance – Council Member (Mayor's Request)**

**Request for Additions &/or Changes to the Agenda**

- **Discussion/Action:** 2022 Overlay Award - Bid Authorization, TIB

**Public Comment Period**

**Routine Items:**

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

**Public Hearing:**

**New/Old Business:**

- **Discussion/Action:** Trango Ground Lease – Brent Timm, TranGo
- **Presentation:** Proposed Methow Aquatic District – Miles Milliken
- **Discussion/Action:** Twisp/OCSO Agreement Proposed Amendment
- **Discussion/Action:** 2022 Overlay Award - Bid Authorization, TIB

**Consent Agenda:**

1. **Accounts Payable/Payroll**
2. **Minutes**

**Adjournment**

## GROUND LEASE AGREEMENT

**THIS GROUND LEASE AGREEMENT**, hereinafter “**Lease**,” is made and entered into this 1st day of June, 2023, by and between the **Town of Twisp**, a municipal corporation of the state of Washington, hereinafter referred to as “**Lessor**,” and **Okanogan County Transit Authority (TranGo)**, a municipal corporation, with its principal place of business at 303 2<sup>nd</sup> Ave S. Suite A, Okanogan, Washington 98840, hereinafter referred to as “**Lessee**.”

### **WITNESSETH:**

In consideration of the mutual promises and covenants as set forth below, the parties hereby agree as follows:

1. The Lessor hereby leases to Lessee the real property situated in the Town of Twisp, Okanogan County, Washington, and described as follows:

A portion of parcel #3322170415 of the Town of Twisp located between Wagner Street and Marble Street.

The above-referenced description shall be hereinafter referred to as the “**Premises**.” Lessee warrants that they have examined the Premises, and that they are accepted in their present condition and state of repair.

2. **Term of Lease**. The term of this Lease shall be for a period of two (2) years commencing on this 1st day of July, 2023. Provided, that the Lessor may terminate this Lease at any time that the Premises are required by the Lessor for a municipal purpose upon the giving of 30 days’ notice to Lessee in writing. The Lessee may terminate the lease if the purpose should no longer be needed by the Lessee upon giving 30 days’ notice to the Lessor in writing.

3. **Rent**. Lessee shall pay to Lessor during the term hereof the sum of ~~\$250~~500.00 per month payable in advance on or before the 10<sup>th</sup> day of each month of the term herein.

4. **Permitted Use**. Lessee shall use Premises for the limited purpose of parking TranGo buses used for the area’s transportation and the Lessee shall not use the Premises for any purpose in violation of any federal, state, county or town statute of ordinance, or of any regulation, order or directive of the government agency as such statutes, ordinances, regulations, orders or directives now exist or may hereinafter provide concerning the use and safety of the Premises. The Lessee shall not, during the term hereof, maintain, commit, or permit the maintenance or commission of any nuisance on the Premises.

5. **Construction or Alterations.** The Lessee shall not construct any permanent or other improvements on said Premises, and shall not alter the Premises, including the alteration of any grade or location of existing roadbeds, without the prior written consent of the Lessor.

6. **Maintenance and Repair.** The Lessee, at its own expense, shall maintain the Premises in good repair and at least in as good of condition as that in which it was delivered, allowing for ordinary wear and tear.

7. **Assigning and Subletting.** The Premises shall not be sublet for any purpose without the prior written consent of Lessor.

8. **Casualty Insurance and Indemnity.** Lessor shall not be liable for any injury to or death of any person, or for any loss or damage to any property occurring in or about the Premises. Lessee shall, at all times prior to the termination of this Lease and to the delivery to Lessor of possession of the Premises, indemnify Lessor against all liability, loss, cost, damage, or expense sustained by Lessee, including attorney's fees and other expense of litigation arising prior to termination of the lease term and delivery to Lessor of possession of the Premises:

A. On account of or through the use of the Premises, or any party thereof, by Lessee or by any person for a purpose inconsistent with the provisions of this Lease.

B. Arising out of, or directly or indirectly due to the failure of Lessee in any respect promptly and faithfully to satisfy their obligations under this Lease.

C. Arising out of, or directly or indirectly due to the accident or other occurrence causing injury to any person or persons or property resulting from the use of the Premises, or any part thereof.

D. For which the Premises or any part thereof, or the Lessor as owner thereof, may hereinafter without fault by Lessor become liable for any liability, loss, cost, damage, or expense that may arise under any statute, ordinance of regulation.

Lessee also shall, at all times prior to termination of the lease term and delivery to Lessor of possession of the Premises, indemnify Lessor against all Liens and charges of any and every nature that may, at any time, be established against the Premises, as a

consequence, direct or indirect, of any act or omission of Lessee, or as a consequence, direct or indirect, of the existence of Lessee's interest under this Lease.

Lessee shall also, at its own expense, maintain liability insurance on the Premises naming the Lessor as an additional insured thereon, with minimum limits of liability in the amount of \$1,000,000 single limit and shall provide proof of said insurance to the Lessor.

9. **Assumption of Risk.** Lessee hereby assumes all risk for any loss or damage to its equipment, property or inventory on the Premises, and hereby assumes all risk of any injury or the death of any person employed by it or working on the Premises on its behalf, and hereby assumes liability for all property damage and injury or death of persons or animals upon the Premises.

10. **Liens and Encumbrances.** Lessee shall keep the Premises free and clear of any liens and encumbrances.

11. **Default.** Time is of the essence of this Agreement, and in the event that Lessee shall violate or breach or fail to keep or perform any covenant, agreement, term or condition of this Lease, and if such default or violation shall continue, or shall not be remedied within 30 days after notice in writing thereof given by the Lessor to Lessee specifying the matter claimed to be in default, Lessor, at its option, may immediately declare Lessee's rights under this Lease terminated and re-enter the Premises. If any suit or other collection action shall be instituted by either party to this Agreement to enforce the provisions of the Lease, the prevailing party, in addition to all costs, shall be entitled to recover reasonable attorney's fees.

12. **Venue and Jurisdiction.** Venue and jurisdiction of any cause of action caused for breach of this Agreement shall be in Okanogan County, Washington.

13. **Notices.** All notices hereunder shall be mailed , certified mail, to the following respective addresses, or other address as either party may designate:

LESSOR:                      Town of Twisp  
   PO Box 278  
   Twisp, WA 98856

LESSEE:                      Okanogan County Transit Authority (TranGo)  
   PO Box 507  
   Okanogan WA 98840

14. **Surrender of Premises.** At the expiration of the lease term, the Lessee shall quit and surrender the Premises in as good a state and condition as it was at the commencement of this Lease.

**IN WITNESS WHEREOF**, the parties have executed this lease the day and year first above written.

LESSOR:

TOWN OF TWISP

By: \_\_\_\_\_  
Soo Ing-Moody, Mayor

ATTEST:

By: \_\_\_\_\_  
Randy Kilmer, Town Clerk

LESSEE:

OKANOGAN COUNTY TRANSIT AUTHORITY (TRANGO)

By: \_\_\_\_\_  
Cindy Gagne, Board Chair

STATE OF WASHINGTON)

ss:

County of Okanogan )

I certify that I know or have satisfactory evidence that Soo Ing-Moody and Randy Kilmer are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Mayor and Town Clerk respectively of the Town of Twisp to be free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (printed name)

Notary Public in and for the State of Washington,  
residing in Twisp

My appointment expires: \_\_\_\_\_

STATE OF WASHINGTON)

ss:

County of Okanogan )

I certify that I know or have satisfactory evidence that Cindy Gagne is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the CEO/ General Manager respectively of the Okanogan County Transit Authority (TranGo) to be free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (printed name)

Notary Public in and for the State of Washington,  
residing in \_\_\_\_\_

My appointment expires: \_\_\_\_\_

## Proposed Methow Aquatic District

- The current pool has reached the end of its useful life, and there is no obvious funding source for aquatics in the Methow.
- How do we create a sustainable aquatic facility in our community?
  - 'Our community' is defined primarily as the Methow Valley School District, and secondarily extending north and east of Omak, and south of Chelan.
  - Twisp sits in the center of these boundaries.
- Pools don't often generate sufficient income to cover operating costs
  - A junior taxing districts is an equitable, sustainable system for funding and governance
    - Metropolitan Park Districts
      - Acquire and sell property
      - Issue bonds, and service debt
      - Construct and maintain facilities
      - Employe a range of personnel
      - A one time vote vs. a vote every six years
      - Highest maximum levy rate of park districts
- Who is involved
  - Friends of the Pool is supporting the summer operations at the Wagner Pool, and managing the capital campaign to build the Methow Aquatic Center (MAC).
  - A Political Action Committee (PAC) has been formed to gather support for the Metropolitan Park District (MPD) with the goal of passing a ballot measure in November.
- Formation
  - An interlocal agreement can be made between each governing body represented within the MPD boundary (the Methow Valley School District).
  - Those bodies approve the MPD by resolution and nominate one of their members to serve on the board. (One year terms)
  - Twisp and Winthrop also each appoint one at-large member to the board.
- Levy/Voting
  - The MPD is voted into existence by electors of the district boundary
    - This is a simple majority vote
    - Metropolitan Park Districts are junior taxing districts
    - MPD's may levy up to \$0.75/assessed \$1,000, this rate will be set by the board once elected.
      - The first \$0.50 falls in level 5 and the remaining \$0.25 falls in level 4 of the '5.90'
  - Purpose: Functions of the MPD are limited by the ballot resolution.
- Activities
  - A new seasonal outdoor pool would continue to be in competition with Brewster, Omak, and Okanogan. An indoor facility would serve more customers than the current pool.
  - The proposed aquatic center will host recreation and competition activities.

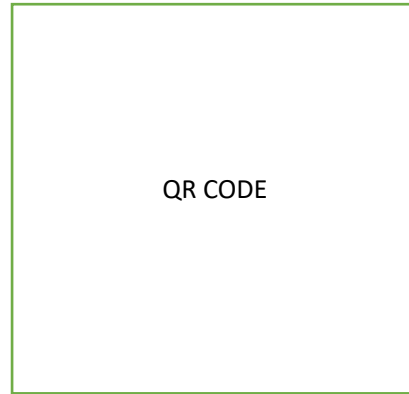
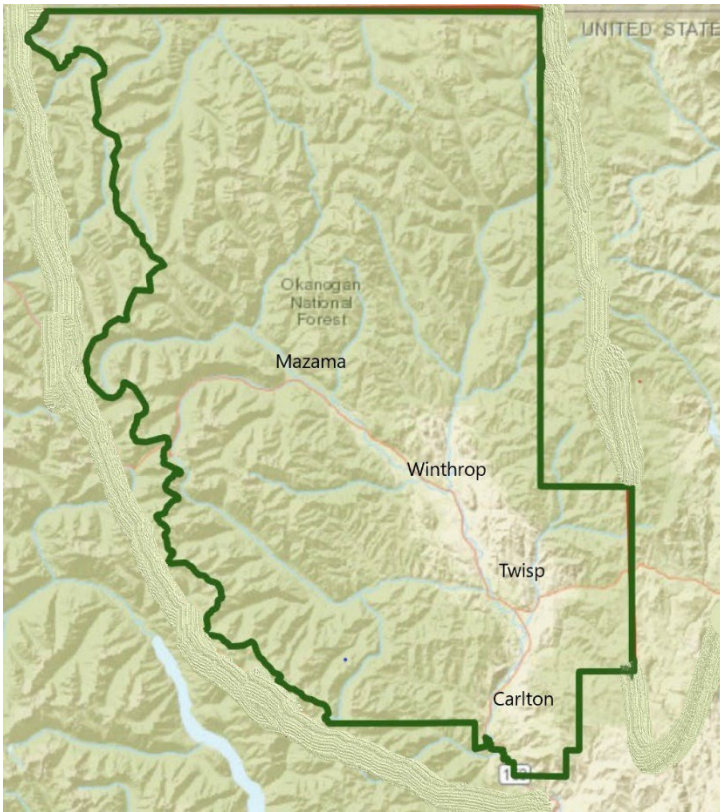


- Beyond swimming. The first priority of the capitol campaign is to construct a new pool. It is not limited to that function and its success could create space for additional recreational activities.
- Facility and Location
  - The new aquatic center will have two pools. One a regulation size competition pool, the other a shallower, warmer pool for swimmers of all capabilities.
  - The current site is too small for the new facility.
  - The preferred site is at the intersection of East County Rd and Highway 20.
  - All potential sites are in Twisp.
  - The School District is currently planning for additional educational facilities. Citing the pool at the school would also restrict use of the center.

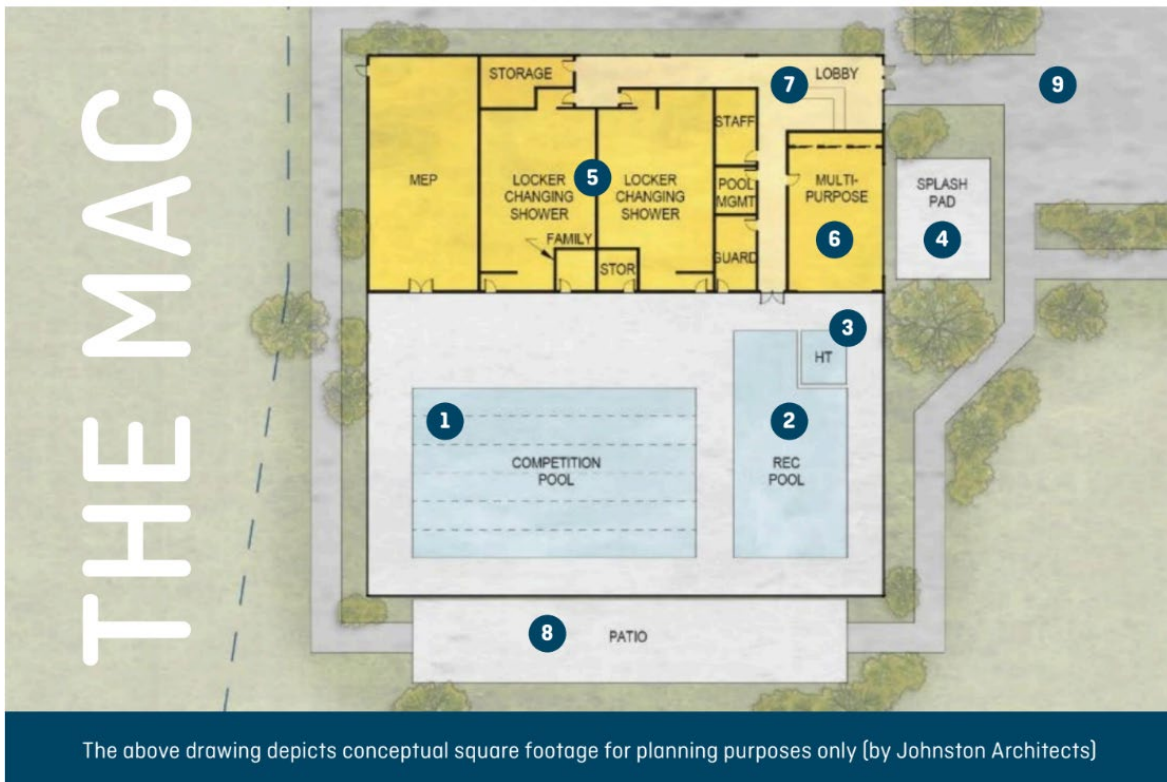
**Full Text of Measure:**

**Proposition 1. [Methow Aquatics District].** A petition of the voters has been submitted concerning formation of a metropolitan park district. If approved, this proposition would create a district under chapter 35.61 RCW, to be known as the Methow Aquatics District, to provide ongoing funding to develop, construct, operate, and maintain the Methow Aquatics Center and related existing and future facilities. The District would have the powers provided under chapter 35.61 RCW, excluding eminent domain, but including, among others, to levy regular property taxes up to 75 cents per \$1,000 assessed value, and its boundaries would be coterminous with the boundaries of Methow Valley School District 350. The District would be governed by a five member board appointed by the Okanogan County Commission and the Twisp and Winthrop Town Councils as provided by interlocal agreement approved by the three jurisdictions.

- For the formation of a metropolitan park district to be governed by a board appointed by the Okanogan County Commission and Twisp and Winthrop Town Councils
- Against the formation of a metropolitan park district.



Maximum Levy at \$.75/1000		
Property	Per Year	Per Day
\$300K	\$225	\$0.62
\$500K	\$375	\$1.03
\$700K	\$525	\$1.44



1. A six-lane pool - for laps, exercise, racing, and recreation
2. A warmer recreational pool for swim lessons, exercise classes, and fun
3. A spa hot tub for therapy and relaxation
4. An outdoor jetted splash pad for kids
5. Changing facilities for individuals and families
6. A multi-purpose room for parties, training, and programs
7. Admin space and a front desk
8. Outdoor open space
9. Parking

# FAQs and Talking Points for Petition/Voters

## How much will it cost and who pays for it?

**Short Answer:** This is an investment in health and safety paid for by all properties in the Methow Valley School District.

**Follow up:** This district is critical for long-term operating funds so that we can access other funding for building it. Unless we have a guaranteed operating fund, we won't be eligible for state, federal or private grants.

- Construction estimate is **\$20 Million**. If our private fundraising efforts exceed our expectations, a bond may not be necessary.
- **The benefits of having a safe place to learn to swim and stay healthy in all stages of life far outweigh the initial cost.**

## Do we need an indoor pool in our small community?

**Short Answer: Yes.** Pools save lives. **Swimming is a life skill.** It's important everyone knows how to swim.

Pools are essential for vibrant communities of all sizes and an essential **PUBLIC INVESTMENT in SOCIAL INFRASTRUCTURE.**

**Follow up:** We have a **growing number of seniors**, and swimming is one of the best ways for **older adults to stay fit.**

We love our outdoor pool, but increasingly wildfire smoke limits the season, and an indoor pool would create benefits year round.

- 
- *In Washington State, 70 percent of all drownings occur in open water and it is the leading cause of death among 1-4 year olds.*
  - *Participation in formal swimming lessons may reduce the risk of drowning by as much as 88 percent among young children aged 1 to 4 years.*
- 

## How do you staff a pool year-round when the pool can't get lifeguards now?

**Answer:** Thank you for bringing up this important point! Thankfully, we've never had to close the pool due to staffing, but a **year-round pool will bring year-round jobs** to our community and **help with retaining guards**, an important consideration in our economy for part- and full-time jobs.

## My property taxes just went up. How much more will this impact me?

**Short Answer:** At most, an operating levy will be 75 cents per 1,000 of assess value. That's about **\$1 per day** for the median home price in the valley.

**Follow Up:** The Methow Aquatics Center will be funded by the entire valley, whereas our current pool is only funded by Twisp taxpayers. This makes it a regional facility and more sustainable.

## Is it only going to be a pool? What about a gym?

**Answer:** To start, we are focused on **replacing the Wagner Pool** which has reached the end of its useful life.

**Follow up:** If private fundraising efforts exceed our goals or private sponsors fund other amenities, its possible to see more than a pool.

## Where will it be located?

**Answer:** We have not finalized a site, but centrally located somewhere in **Twisp is the preferred.**

**Why Twisp? Equity is driving the location:** Twisp has the highest population density. Located in Twisp, recreational access will be more evenly spread in the valley. It's more affordable than Winthrop and serves a lower economic profile many of whom don't access to the winter trails or rink. Second, to honor the legacy of the Wagner Pool, a longstanding cultural asset.

Draft: Interlocal Agreement Between the Town of Twisp, the Town of Winthrop and Okanogan County for the Governance of Methow Aquatic District

This Agreement is made and entered into between the Town of Twisp (hereinafter referred to as "Twisp") the Town of Winthrop (hereinafter referred to as "Winthrop") and Okanogan County (hereinafter referred to as "County"). The purpose of this interlocal agreement is to determine the membership of the governing board of the Methow Aquatic District, a metropolitan park district passed by the voters within boundaries that coincide with the boundaries of the Methow Valley School District on **date**, and to be certified **date**.

Pursuant to **RCW 35.61.050(4)**, Twisp, Winthrop and the County agree as follows:

1. **MAD**. The Methow Aquatic District, hereinafter MAD, is a Metropolitan Park District organized pursuant to **Chapter 35.61 RCW**.

2. **Limit on Liability**. All liabilities incurred by the MAD shall be satisfied exclusively from the assets, credit, and properties of the MAPD. No creditor or other person shall have any right of action against or recourse to Twisp, Winthrop, the County or their respective assets, credit, or services, on account of any debts, obligations, liabilities or acts or omissions of the MAPD. Nothing contained in this Agreement nor any acts of the parties shall be deemed or construed to create the relationship of principal and agent, or partnership, or of joint venture, or of joint board, of any association between any of the parties to this Agreement, nor shall the MAD be deemed or construed to be a subdivision, agency, joint board, or any type of affiliate, or joint or intergovernmental agency or board of any party or combination of parties.

3. **Purpose**. The purpose of the MAD is to develop, construct, operate, and maintain the Methow Aquatics Center and related existing and future facilities

4. **Board Composition**. Management of all MAPD affairs shall reside in the Board. The Board shall be composed of five members who shall be appointed in accordance with the following process:

(a) Twisp shall annually appoint two members of the MAD Board. One appointee shall be a member of the Twisp Town Council. The other appointee shall be an elector and resident of the Methow Valley School District. The person may be, but is not required to be, a member of the Twisp Town Council, but may not be a Okanogan County Commissioner.

(b) Winthrop shall annually appoint two members of the MAD Board. One appointee shall be a member of the Winthrop Town Council. The other appointee shall be an elector and resident of the Methow Valley School District. The person may be, but is not required to be, a member of the Winthrop Town Council, but may not be a Okanogan County Commissioner.

(c) The County shall annually appoint one member of the MAD Board. This appointee shall be a member of the Okanogan County Board of Commissioners representing District #2.

5. Terms of Office.

(a) The terms of office of the first appointed Board members shall commence on the effective date of their appointments and shall continue through **date**, or until their successors are appointed, whichever occurs later.

(b) Beginning in **year**, and each year thereafter, Twisp, Winthrop, and the County shall, as early in each calendar year as feasible, appoint members to the MACMPD Board in accordance with Section 4 above. The members shall serve a one-year term, from January 1 to December 31, or until their successors are appointed, whichever occurs later.

(c) Removal of Board Members. Each Board member shall comply with all applicable laws and regulations regarding the duties, responsibilities, and code of ethics for public officials. Board members shall serve at the pleasure of the appointing body and, with or without cause, may be removed from office by the appointing body. Twisp, Winthrop, or the County may by resolution remove the Board member it appointed and shall proceed as soon as practicable to select and appoint an appropriate replacement. The term of any Board member removed pursuant to this section shall expire when the member receives a copy of the resolution advising him or her that he or she has been removed pursuant to this section.

6. Quorum. A majority of the whole Board shall constitute a quorum for purposes of conducting the affairs of the MAD.

(a) Except as provided in paragraph (b) below, as to matters requiring Board approval, such approval shall be obtained at any regular or special Board meeting by an affirmative vote of not less than a majority of the whole Board.

(b) Actions Requiring Super Majority Approval of Board. Board approval as to the following matters must be obtained at any regular or special Board meeting by an affirmative vote of at least four of the Board members:

(i) Adoption or amendment of by-laws;

(ii) Levy of any tax; and

(iii) Employment or termination of the Center Director.

7. Officers of MAD. Tenure of Officers. The Board members shall annually elect from among themselves the following MAD officers: The Chair, the Vice Chair, and other officers as the Board deems appropriate. The MACMPD Board may adopt by-laws providing for additional officers;

governing the corporate offices and tenure of officers; the number of positions, powers and duties, and term of each corporate office; the manner of appointment, selection, or election of office holders and the appointing, selection, or electing MAPD; performance of duties of the office upon illness, death, incapacity, or absence of the corporate officer; the filling of vacancies; and any qualification for the office and conditions upon exercising its powers.

8. Center Director. The Board shall appoint and employ a Center Director who shall be responsible for the administration of the affairs of the MAD.

(a) The Center Director is authorized to:

(i) Supervise, direct, and control of the business and affairs of the MAD in accordance with policies adopted by the Board;

(ii) Supervise and be responsible for the effective management of the affairs of the MACMPD in accordance with policies adopted by the Board;

(iii) To the extent authorized in the budget approved by the Board, employ such other personnel as the Director determines to be needed from time to time to carry out the purpose of the MACMPD; and

(iv) Perform such other duties as delegated or assigned by the Board.

(b) The Center Director shall:

(i) Assure that all agreements and programs of the MAD are faithfully executed;

(ii) Recommend for adoption by the Board such actions as they may deem necessary or expedient;

(iii) Prepare and submit to the Board such reports as may be required by that body or as s/he may deem it advisable to submit;

(iv) Keep the Board fully advised of the financial condition of the MACMPD and its future needs;

(v) Prepare and submit to the Board a proposed budget for the fiscal year, and to be responsible for its administration upon adoption;

(vi) Perform such other duties as the Board directs.

(c) Nothing in this Agreement shall make any employee of one party an employee of another party for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to any applicable law, or any other rights or privileges accorded by virtue of their employment. No party assumes any responsibility for the payment of any

compensation, fees, wages, benefits or taxes to or on behalf of any other party's employees. No employees or agents of one party shall be deemed, or represent themselves to be, employees of another party

9. Creation of Citizens Advisory Committee. The Board shall, as soon as feasible, establish a permanent Citizens Advisory Committee. The purpose of the Committee is to provide comment and advice to the Board on all matters and issues relating to the policies of the Board and to the operation and maintenance of the MAC. The Board shall consider, but is not bound by, comment and advice given to the Board by the Committee. The Board shall determine the composition of the Committee and the terms of office of its members, consistent with the purpose of the Committee.

10. Meetings

- (a) The Board shall establish and publish a schedule of regular meetings.
- (b) The Board shall meet as necessary but not less than once each month.
- (c) Special meetings of the Board may be called as provided in the Bylaws.
- (d) Board meetings shall be held either at TBD and shall be open to the public.

11. Parliamentary Procedure. The rules of Robert's Rules of Order (Newly Revised, 10th edition) shall govern the WSMPD in all cases to which they are applicable.

12. Bylaws. Within 60 days of the initial seating of the initial Board of Commissioners of the MACMPD, the Board shall adopt initial Bylaws for the organization. The initial Bylaws may be amended by the Board to provide additional or different rules governing the MACMPD and its activities as are not inconsistent with statutes and this Agreement.

13. Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

14. Amendments. This Agreement may be amended in writing signed by the authorized representatives of the parties.

15. Entire Agreement. No other understanding, oral or written, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

16. Counterparts. This Agreement may be executed in several counterparts (including by electronic signature, DocuSign, facsimile or otherwise) all of which when taken together shall



constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

**Town of Twisp**

By:  
Soo Ing-Moody, Mayor

Attest:

By:  
Randy Kilmer, Town Clerk

Approved as to form:  
By:  
Town Attorney

Dated this *date*

**Town of Winthrop**

By:  
Sally Ranzau, Mayor

Attest:

By:  
Town Clerk

Approved as to form:  
By:  
Town Attorney

**Okanogan County**

By:

Attest:  
County Clerk

Approved as to form:  
County Attorney

DRAFT

# 2023 LAW ENFORCEMENT AGREEMENT

## TOWN OF TWISP WA

This AGREEMENT is entered into this 1<sup>st</sup> day of May, 2023, by and between the County of Okanogan, Washington, hereinafter referred to as THE COUNTY, and the Town of Twisp, Washington, hereinafter referred to as THE TOWN.

### WITNESSETH

WHEREAS, THE TOWN's chief of police position and all its deputy officer positions are currently vacant and the TOWN needs to provide for certain law enforcement services in the interim while it works to rebuild its police department.

WHEREAS, THE TOWN is desirous of contracting with THE COUNTY for the performance of certain law enforcement services by the Okanogan County Sheriff's Office; and,

WHEREAS, THE COUNTY is agreeable to delivering law enforcement services on the terms and conditions hereinafter set forth; and

WHEREAS, such agreements are authorized by the provisions of RCW Chapter 39.34 - Interlocal Cooperation Act; and

WHEREAS, this Agreement between THE COUNTY and THE TOWN will expire on December 31, 2023 unless both parties agree to an earlier expiration and is in accordance with terms of the contract.

NOW THEREFORE, the parties agree as follows:

#### **A. THE COUNTY AGREES:**

1. By and through its Sheriff, to provide police protection and law enforcement within the corporate limits of THE TOWN. To include all normal misdemeanor and gross misdemeanor calls for police response and providing for public safety and criminal investigation.
2. Police protection and law enforcement services shall encompass the duties normally within the jurisdiction of and customarily rendered by the Sheriff of THE COUNTY and the police of THE TOWN.
3. The above referenced services include the enforcement of the statutes of the State of Washington, as are enforced by the Sheriff within the unincorporated territory of THE

COUNTY and the police of THE TOWN respectively, EXCEPT, the enforcement of municipal parking and animal control ordinances.

Police protection and law enforcement services will be provided to THE TOWN to the maximum extent allowable with manpower and equipment, including routine patrols and responding to complaints as appropriate, at the discretion of the Sheriff. In so much as possible the Sheriff will endeavor to keep the same Deputies assigned to patrol near THE TOWN and in the upper Methow Valley area. This will help create relationships with the citizens, businesses and schools and will allow the Deputies to better recognize crime trends within the town.

4. To ensure that a representative from the Sheriff's Office shall attend and report on police activities in the TOWN once a month, at a council meeting. For the duration of the contract to ensure that the Council and Sheriff's Office maintain an open communication with regard to potential and real law enforcement concerns to the TOWN.

**B. THE TOWN AGREES:**

1. That it shall pay the total sum of \$500.00 per call. PROVIDED; if THE TOWN requests Deputies for special functions each deputy shall be paid his/her appropriate Okanogan County overtime rate for all hours worked and travel time to and from residence (payment for these services will be billed and paid separately from this agreement). Payments by THE TOWN of such sums will be made at the end of each calendar month with the last payment due January 31, 2024 unless the contract is terminated through agreement prior to December 31, 2023. The payment herein required of THE TOWN shall be the only payment required of THE TOWN for law enforcement services provided to THE TOWN by the Sheriff's Office. Jailing, Dispatch and other justice system services are not covered by this contract.

2. That the town attorney and/ or the Town clerk, upon request by the Sheriff's Office and/or the Prosecutor's Office, shall provide county officials with written assurance that procedures required in the implementation of certain provisions of town ordinances or sections of the town code have been complied with and performed according to law and that the appropriate law enforcement services requested or required of the Sheriff's Office are timely and appropriate.

**C. IT IS MUTUALLY AGREED AS FOLLOWS:**

1. That the delivery of law enforcement services, the standards of performance, the discipline of officers and other matters incident to the performance and control of personnel involved in such services shall be the responsibility of THE COUNTY alone.

2. All court services, booking and incarceration expenses shall be covered by a separate agreement.

3. All persons employed for the purposes of performing law enforcement services contemplated within the terms of this agreement are county employees.

4. THE COUNTY shall provide and maintain police professional liability insurance coverage, with THE TOWN named as additional insured, and shall indemnify and hold THE TOWN harmless from any cause or claim which may arise from the provision of law enforcement services to THE TOWN pursuant to this agreement. This indemnification obligation of THE COUNTY shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of THE TOWN.

5. That THE TOWN shall not be liable for compensation to any county employee for injury or sickness arising out of his/her employment or by reason of the performance of any services contemplated in this agreement.

6. The term of this agreement shall be from May 1<sup>st</sup>, 2023 until the 31<sup>st</sup> day of December, 2023 unless terminated prior through agreement by both parties.

**D. TERMINATION FOR CONVENIENCE:**

This agreement may be terminated at the request of either party. PROVIDED that the other party must be notified thirty (30) days in advance of the date proposed as termination of this agreement in order to facilitate transfers of services and responsibilities in a smooth and efficient manner and to allow for appropriate budget restructuring and manpower allocations by both parties. The thirty (30) day notice provision of this paragraph may be waived upon consent of both parties to this agreement.

**E. MISCELLANEOUS:**

1. Any modification of this agreement may be accomplished only by written agreement between THE COUNTY and THE TOWN and no oral understandings or agreements shall suffice to alter the terms of this agreement.

2. No real or personal property will be jointly acquired or purchased by the parties solely because of this agreement.

3. THE COUNTY and THE TOWN will refer problems of implementation to the governing body of THE COUNTY and of THE TOWN for resolution, if necessary.

4. The parties to this agreement agree that in the event that differences arise between the parties with respect to interpretation or implementation of any of the provisions of this agreement, such differences shall be submitted to the Sheriff of Okanogan County and the Mayor of the Town of Twisp for resolution.

5. That Okanogan County is an Equal Opportunity employer and has a nondiscriminatory hiring practice.

IN WITNESS WHEREOF the parties hereto have executed this agreement to become effective on the day and the year first above mentioned.

**TOWN OF TWISP**

**BOARD OF COUNTY COMMISSIONERS  
OKANOGAN, WASHINGTON**

\_\_\_\_\_  
Soo Ing Moody, Mayor, Town of Twisp

\_\_\_\_\_  
Chris Branch, Chairman

\_\_\_\_\_  
Jon Neal, Member

**Approved as to Form:**

\_\_\_\_\_  
Scott DeTro, Attorney, Town of Twisp

\_\_\_\_\_  
Andy Hover, Member

\_\_\_\_\_  
Paul D Budrow, Sheriff

**Approved as to Form:**

\_\_\_\_\_  
Esther Milner, Chief Civil Deputy  
Prosecuting Attorney

**ATTEST**

**ATTEST**

\_\_\_\_\_  
Randy Kilmer, Town Clerk, Town of Twisp

\_\_\_\_\_  
Laleña Johns, Clerk of the Board



# Small City Preservation Program (SCPP) Bid Authorization Form

TIB Project Number  
2-E-886(006)-1

INSTRUCTIONS: Enter or update all information on the form. Mail the signed Bid Authorization Form and ALL required documentation to the TIB Office at:

505 Union Avenue SE, Suite 350 ❖ Post Office Box 40901 ❖ Olympia, WA 98504-0901

For assistance with your project, contact Andrew Beagle, TIB Project Engineer at (360) 586-1151

## GENERAL INFORMATION

Lead Agency	TWISP		
Project Name	2022 Overlay Award Multiple Locations	Length in Miles	0.49 miles
Agency Contact	Andrew Denham	Phone	(509) 997-1311
Email	publicworks@townoftwisp.com		

## REQUIRED DOCUMENTATION

Include the following items with your signed Bid Authorization Form

- ▶ Completed Plans and Specifications
- ▶ Final Engineer's Estimate
- ▶ Include verification of WSDOT review & approval of construction documents for projects on or adjacent to state highways

## PROJECT DESCRIPTION

Describe the project as defined in the bid documents

Improvement of 5th Avenue from Glover Street to Bridge Street, Lincoln Street from 3rd Avenue to 5th Avenue, and 4th Street from Glover Street to Lincoln Street, by replacing the subgrade section in specified areas, and performing a complete overlay.

## CHANGES IN PROJECT SINCE APPLICATION

Describe any changes that have been made to the proposed project since application

Project Name **TWISP**  
**2022 Overlay Award - Multiple Locations**

TIB Project Number  
**2-E-886(006)-1**

### PROJECT SCHEDULE

Indicate only changes in project target dates (Month/Year) in the spaces below:

	Previous Schedule	Current Schedule
Bid Opening	March 2023	June 2023
Contract Completion	September 2023	September 2023

### PROJECT COST ESTIMATE

Update the costs to indicate the current estimated totals

DESIGN PHASE		CONSTRUCTION PHASE		
Design Engineering	Right of Way	Construction Engineering	Construction Other	Contract Amount
48,087	0	62,051		413,679
<b>Phase Total</b>	<b>48,087</b>	<b>Phase Total</b>		<b>475,730</b>
<b>Total Project Cost</b>				<b>523,817</b>

Include a cost breakdown of **construction other** items:

### DETERMINATION OF ELIGIBLE COST

Enter the current estimated totals for Landscaping and Other Noneligible Cost

Noneligible Engineering	Other Noneligible Cost	Total Landscaping Cost	Allowable Landscaping	Noneligible Landscaping	Total Noneligible Cost
0	25,000	0	19,434	0	<b>25,000</b>
<b>Total Eligible Project Cost</b>					<b>498,817</b>

Include a cost breakdown of **noneligible** items

Work Zone Safety Contingency Item - \$25,000

### PROJECT COST CHANGE SINCE SELECTION

**\$107,032**

Include explanation of Cost Change

25.7% Increase

Additional Pavement Repair, CSBC, CSTC, and HMA for Prelevel quantities due to condition of the pavement at assessment during project PS&E development. April 2023 TIB pavement ratings are lower than prior ratings. New requirement to include \$25,000 Force Account item for Work Zone Safety Contingency Item

**FUNDING PARTNERS**

Update funding amounts to indicate current funding **based on the engineer's estimate**

Funding Partner	Previous Funding	Anticipated Funding
TWISP	41,675	41,675
TIB Funds	375,110	375,110
Additional TIB Funds	0	96,325
Additional TWISP Funds	0	10,707
	0	
<b>TOTAL</b>	<b>\$416,785</b>	<b>\$523,817</b>
<b>Funding Partner Total is Correct</b> <b>Contact your TIB engineer about TIB increase Policy</b>		

**AGENCY CERTIFICATION**

- ▶ Certification is hereby given that all Local Funds and Other Funds associated with the **Construction Phase** of the project are secured.
- ▶ This project has been reviewed by the Legislative Body of the Administering Agency or agencies or its designee and is consistent with the agency’s comprehensive plan for community development.
- ▶ Design work is complete for this project and is ready to be advertised.
- ▶ All applicable state laws and requirements have been met and incorporated into the contract documents.
- ▶ If the project is within a non-attainment area, the Lead Agency certifies compliance with all requirements of the State and Federal Clean Air Act.
- ▶ All right of way for this project has been acquired, or if right of way remains to be acquired a Possession and Use Agreement has been obtained for the parcels in question. All right of way required for this project has been acquired in accordance with state laws.
- ▶ For projects on or adjacent to state highways, WSDOT has reviewed and approved construction documents.
- ▶ All required permits for construction have been acquired

\_\_\_\_\_  
 Signature of Mayor

\_\_\_\_\_  
 Date Signed

\_\_\_\_\_  
 Typed or Printed Name & Title



# WARRANT/CHECK REGISTER

Town Of Twisp

Time: 16:27:49 Date: 05/18/2023

05/10/2023 To: 05/31/2023

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
811	05/11/2023	Claims	1	EFT	North Cascades Bank	2,691.06	Civic Building Interim Financing Interest PMT
1028	05/23/2023	Claims	1	EFT	US Dept. of Ag. Rural Develop	683.00	
1029	05/23/2023	Claims	1	37836	Aquatic Specialty Services	5,187.09	
1030	05/23/2023	Claims	1	37837	Bellingham Signs by Tomorrow	357.26	
1031	05/23/2023	Claims	1	37838	Boulder Park Inc.	374.05	
1032	05/23/2023	Claims	1	37839	Code Publishing Company, Inc.	426.11	
1033	05/23/2023	Claims	1	37840	Confluence Health	92.00	
1034	05/23/2023	Claims	1	37841	Core & Main LP	213.15	
1035	05/23/2023	Claims	1	37842	David Ebenger	550.00	
1036	05/23/2023	Claims	1	37843	Eurofins Cascade Analytical	590.00	
1037	05/23/2023	Claims	1	37844	Soo Ing-Moody	63.00	
1038	05/23/2023	Claims	1	37845	Jim's Pumping Service	76.80	
1039	05/23/2023	Claims	1	37846	Randahl S Kilmer	105.31	
1040	05/23/2023	Claims	1	37847	Methow Valley News Publishing LLC	173.61	
1041	05/23/2023	Claims	1	37848	NC Machinery	28.72	
1042	05/23/2023	Claims	1	37849	Ok Co Electric Cooperative Inc	37.51	
1043	05/23/2023	Claims	1	37850	Okanogan County Building Dept.	360.00	
1044	05/23/2023	Claims	1	37851	Oxarc	27.32	
1045	05/23/2023	Claims	1	37852	PUD No 1 of Okanogan County	5,910.70	
1046	05/23/2023	Claims	1	37853	Rudnick & Sons, LLC	4,733.71	
1047	05/23/2023	Claims	1	37854	Securitas Electronic Security, Inc.	1,381.09	
1048	05/23/2023	Claims	1	37855	Special Asphalt Products, INC.	10,968.60	
1049	05/23/2023	Claims	1	37856	T-O Engineers, Inc	901.25	
1050	05/23/2023	Claims	1	37857	USA BlueBook	64.65	
1051	05/23/2023	Claims	1	37858	Valley Hardware Do It Center	349.55	
1052	05/23/2023	Claims	1	37859	Varela & Associates, Inc	4,564.27	
1053	05/23/2023	Claims	1	37860	Whitley Fuel LLC	1,215.45	
1054	05/23/2023	Claims	1	37861	Wilson Engineering	1,369.00	
						9,565.48	001 General Fund
						10,968.60	003 TIB - 2023 Crack Seal
						4,733.71	008 Canyon Street Bus Stop
						1,257.65	101 Street Fund
						450.63	102 Transportation Benefit District
						28.31	103 Tourism 2%
						683.00	224 Debt Service - General Fund
						3,113.41	309 Civic Building/EOC
						4,489.71	401 Water Fund
						3,639.49	404 Sewer Fund
						4,564.27	407 Collection System Improvements
						43,494.26	Claims:
						43,494.26	43,494.26

WARRANT/CHECK REGISTER

Town Of Twisp

Time: 16:27:49 Date: 05/18/2023

05/10/2023 To: 05/31/2023

Page: 2

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

**Clerk/Treasurer** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Council Signatures:**

**Hans Smith** \_\_\_\_\_

**Mark Easton** \_\_\_\_\_

**Alan Caswell** \_\_\_\_\_

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

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

WARRANT/CHECK REGISTER

Town Of Twisp

Time: 16:27:21 Date: 05/18/2023

05/10/2023 To: 05/31/2023

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
990	05/15/2023	Payroll	1	EFT		850.00	
991	05/15/2023	Payroll	1	EFT		1,300.00	
992	05/15/2023	Payroll	1	EFT		1,300.00	
993	05/15/2023	Payroll	1	EFT		1,400.00	
994	05/15/2023	Payroll	1	EFT		1,300.00	
995	05/15/2023	Payroll	1	EFT		1,560.00	
996	05/15/2023	Payroll	1	EFT		750.00	
997	05/15/2023	Payroll	1	EFT		1,350.00	
998	05/15/2023	Payroll	1	EFT	Internal Revenue Service	1,368.47	
001 General Fund						11,178.47	
						11,178.47	Payroll: 11,178.47

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

**Clerk/Treasurer** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Council Signatures:**

**Hans Smith** \_\_\_\_\_

**Mark Easton** \_\_\_\_\_

**Alan Caswell** \_\_\_\_\_

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

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