



Town of Twisp Council Meeting

Tuesday, July 11th, 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/798270485>

If you would like to listen to the meeting over the phone, please use the following number: [+1 \(646\) 749-3122](tel:+16467493122)

Access Code: [798-270-485](https://meet.goto.com/798270485)

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

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



**Town of Twisp
Council Meeting Agenda
Tuesday, July 11th, 2023 – Time: 5:30 PM**

Call to Order and Roll Call

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

Request for Additions &/or Changes to the Agenda

Public Comment Period

Routine Items:

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

Public Hearing:

New/Old Business:

- **Discussion/Action:** Ordinance #802 – TMC 2.25.030 – Planning Commission Member Structure
- **Discussion/Action:** Okanogan County/Twisp Interlocal – Milltown Annexation
- **Discussion/Action:** Town of Twisp/Fire District #6 – Purchase & Sale Agreement
- **Discussion/Action:** USDA Subsequent Funding Sewer Collection System Update

Consent Agenda:

1. **Accounts Payable/Payroll**
 2. **Minutes – 04/22/23, 05/02/23, 05/03/23**
- **Closed Session RCW 42.30.140(2): Orchard Hills Planned Development**

Adjournment

ORDINANCE #802

AN ORDINANCE of the Town of Twisp, Washington, revising Chapter 2.25.030 of the Twisp Municipal Code to alter Planning Commission member structure.

WHEREAS, the Town Council of the Town of Twisp has determined that it is in the best interest of the Town residents and the public at large to sanction a Planning Commission to provide administrative procedures for Planning actions, and recommendations to the Town Council; and,

WHEREAS, the Town Council desires to amend the current Twisp Municipal Code to ensure the makeup of the Planning Commission members is set to meet current demands of the Town.

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

SECTION 1 - AMENDMENT.

A. 2.25.030 Commissioners – Manner of appointment, **which reads as follows:**

The planning commission of the town of Twisp shall consist of five members, two of which shall be residents of the town of Twisp, all of which shall be appointed by the mayor and confirmed by the town council. If requested, the planning commission may provide recommendations to the mayor for prospective appointees to the planning commission.

be and is hereby amended to read as follows:

B. 2.25.030 Commissioners – Manner of appointment

C. The planning commission of the town of Twisp shall consist of five members, **three** of which shall be residents of the town of Twisp, all of which shall be appointed by the mayor and confirmed by the town council. If requested, the planning commission may provide recommendations to the mayor for prospective appointees to the planning commission.

SECTION 2. EFFECTIVE DATE.

This ordinance shall become effective on the 11th day of July 2023 after its passage by the Town Council, approval by the Mayor and publication as required by law.

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TWISP at a regular meeting thereof on this 11th day of July 2023.

APPROVED:

Soo Ing-Moody, Mayor

ATTEST:

Randy Kilmer, Clerk/Treasurer



OKANOGAN COUNTY
Board of Commissioners

Chris Branch
Commissioner District 1
Andy Hover
Commissioner District 2
Jon Neal
Commissioner District 3
Laleña Johns
Clerk of the Board

June 28, 2023

Town of Twisp
Attn: Randy Kilmer
PO Box 278
Twisp, WA 98856

RECEIVED
JUL 05 2023
TWISP CLERKS OFFICE

Dear Randy,

Enclosed is the Interlocal Agreement between the Town of Twisp and Okanogan County regarding the annexation of Milltown Twisp, LLC. into the corporate limits of the town.

Okanogan County approved and signed the agreement and the original document is sent to you for Mayor, Soo Ing Moody to sign. Once she has signed, kindly retain a copy for your file and return the original document to the county for its record.

Sincerely,

Laleña Johns
Clerk of the Board
Okanogan County

OKANOGAN COUNTY
RESOLUTION 67 – 2023

A resolution authorizing entering into an interlocal agreement with the Town of Twisp for the annexation of Parcels 3322160005 and 3322170359 (as described in Exhibit A of the interlocal agreement) for the purpose of a planned development for residential uses utilizing Town of Twisp utilities.

WHEREAS, the Parties are public agencies which agree to enter into this agreement pursuant to Chapter 39.34 RCW, the Washington Interlocal Cooperation Act, and

WHEREAS, the County has enacted Chapter 17A.200 of the Okanogan County Code and Twisp has enacted Chapter 18.45 of the Twisp Municipal Code, which both relate to the application, reviewing and processing of planned developments within each of the Parties' respective jurisdictions, and

WHEREAS, Milltown Twisp, LLC, a Washington limited liability company ("Milltown") is the record owner of certain real property consisting of a parcel of land of approximately 6.88 acres and legally described in Exhibit A attached hereto and incorporated herein as though fully set forth ("the Property"), and

WHEREAS, the Property is contiguous to the present corporate boundaries of Twisp, and is within the Twisp urban growth area. Milltown has requested that Twisp annex the Property into the corporate limits of Twisp and have plans and intentions of developing the Property for residential purposes using Twisp's utility services, and

WHEREAS, Twisp and Milltown entered into a Pre-annexation Agreement dated February 21, 2023, which requires that as a condition of annexation, the Property must be developed as a planned development ("PD") to ensure the Property is developed according to Twisp's Comprehensive Plan, Twisp development standards and zoning requirements contained within the Twisp Municipal Code, and

WHEREAS, Milltown also owns an adjacent parcel of property that is contiguous to the Property which lies within the corporate boundaries of Twisp ("Adjacent Property"), and it is the intent of Milltown to develop the Adjacent Property and the Property together to provide continuity for the overall project, and

WHEREAS, because the Adjacent Property lies within the corporate boundaries of Twisp, and the Property lies within the County, developing the properties as separate projects would require adherence to different and possibly conflicting regulations and requirements of Twisp and the County, and

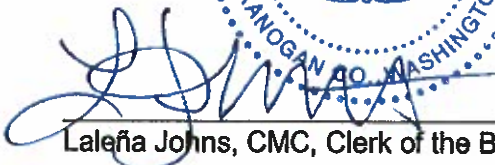
WHEREAS, because Milltown has requested annexation of the Property into the Twisp corporate boundaries, and because Twisp desires to allow such annexation, provided that Milltown follows the procedures set forth in the Pre-annexation Agreement, and because of the differing regulations and requirements of the Parties, it will streamline the development process of the project if one entity was the lead agency for the purposes of the application, reviewing and processing of the PD for the overall project consisting of the Property and Adjacent Property;

NOW, THEREFORE, BE IT RESOLVED in consideration of the mutual covenants and conditions contained herein, that Okanogan County hereby adopts the interlocal agreement for the annexation of the Milltown property as described in Exhibit A of the interlocal agreement and authorizes the Chairman and members of the Okanogan County Board of County Commissioners to sign said agreement which is attached hereto.

DATED at Okanogan, Washington this 20th day of June, 2023.

ATTEST:

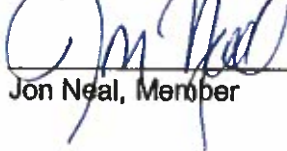



Lalefa Johns, CMC, Clerk of the Board

**BOARD OF COUNTY COMMISSIONERS
OKANOGAN, WASHINGTON**


Chris Branch, Chairman

ABSENT
Andy Hover, Vice-Chair


Jon Neal, Member

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made and entered into this 20th day of June, 2023, by and between the Town of Twisp, a Washington municipal corporation ("Twisp"), and the County of Okanogan, a Washington municipal corporation ("County"), and collectively referred to as the "Parties".

RECITALS

- A. The Parties are public agencies which agree to enter into this Agreement pursuant to Chapter 39.34 RCW, the Washington Interlocal Cooperation Act.
- B. The County has enacted Chapter 17A.200 of the Okanogan County Municipal Code and Twisp has enacted Chapter 18.45 of the Twisp Municipal Code, which both relate to the application, reviewing and processing of planned developments within each of the Parties' respective jurisdictions.
- C. Milltown Twisp, LLC, a Washington limited liability company ("Milltown") is the record owner of certain real property consisting of a parcel of land of approximately 6.88 acres and legally described in **Exhibit A** attached hereto and incorporated herein as though fully set forth ("the Property").
- D. The Property is contiguous to the present corporate boundaries of Twisp, and is within the Twisp urban growth area. Milltown has requested that Twisp annex the Property into the corporate limits of Twisp and have plans and intentions of developing the Property for residential purposes using Twisp's utility services.

- E.** Twisp and Milltown entered into a Pre-annexation Agreement dated February 21, 2023, which requires that as a condition of annexation, the Property must be developed as a planned development ("PD") to ensure the Property is developed according to Twisp's Comprehensive Plan, Twisp development standards and zoning requirements contained within the Twisp Municipal Code.
- F.** Milltown also owns an adjacent parcel of property that is contiguous to the Property which lies within the corporate boundaries of Twisp ("Adjacent Property"), and it is the intent of Milltown to develop the Adjacent Property and the Property together to provide continuity for the overall project.
- G.** Because the Adjacent Property lies within the corporate boundaries of Twisp, and the Property lies within the County, developing the properties as separate projects would require adherence to different and possibly conflicting regulations and requirements of Twisp and the County.
- H.** Because Milltown has requested annexation of the Property into the Twisp corporate boundaries, and because Twisp desires to allow such annexation, provided that Milltown follows the procedures set forth in the Pre-annexation Agreement, and because of the differing regulations and requirements of the Parties, it will streamline the development process of the project if one entity was the lead agency for the purposes of the application, reviewing and processing of the PD for the overall project consisting of the Property and Adjacent Property.

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

AGREEMENT:

1. **Purpose.** The purpose of this Agreement is to set out a procedure for the application, reviewing and processing of a PD to be located within the Property and Adjacent Property by Milltown, and to delegate the responsibilities between the Parties in reviewing and processing such PD.
2. **Lead Agency Designation.** The Parties agree that Twisp shall be the lead agency designated for all the State Environmental Policy Act ("SEPA") procedures required for the PD.
3. **Jurisdiction.** The County does hereby delegate the jurisdiction over the Property to Twisp, to review and process the PD as part of the application process, up to and including possible preliminary approval of the PD, and if such preliminary approval is granted by Twisp, Twisp shall annex the Property into the corporate boundaries pursuant to the terms of the Pre-annexation Agreement.
4. **PD Application Processing and Appeals.** The Parties agree that the PD application for the Property and the adjacent property shall be reviewed and processed by Twisp pursuant to Chapter 18.45 of the Twisp Municipal Code. Any appeals of the PD or SEPA process shall be the responsibility of Twisp.
5. **Duration.** This Agreement shall take effect upon approval of the Parties and recording with the Okanogan County Auditor or publication on the Parties' websites, and shall continue in full force and effect until the effective date of the annexation of the Property into the corporate boundaries of Twisp, unless terminated sooner pursuant to paragraph 6.

6. **Termination.** This Agreement may be terminated in its entirety at any time unilaterally by Twisp providing written notice to the County or by mutual written agreement of the Parties.

7. **Administration, No Separate Entity Created.** Twisp shall be responsible for the administration, reviewing and processing of the PD as described in this Agreement. No separate legal entity is created hereby.


8. **Indemnification.** Twisp shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney's fees, arising out of or resulting from the acts, errors or omissions of Twisp, in performance of this Agreement, except for injuries and damages caused by the negligence of the County.

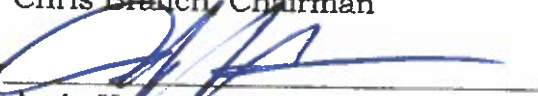
9. **Integrated Agreement.** This Agreement constitutes the entire agreement of the Parties regarding the application, reviewing and processing of the PD for the Property, and supersedes all oral or written agreements or negotiations between the Parties, which are hereby deemed void and are of no force or affect.

DATED the day and year first above written.

APPROVED by the County Commissioners of Okanogan County, Washington, in an open public meeting on the 20th day of June, 2023.

Board of County Commissioners, Okanogan, Washington:

By 
Chris Branch, Chairman

By 
Andy Haver, Vice Chair

By [Signature]
Jon Neal, Member

ATTEST:
[Signature]
Lelena Johns, Clerk of the Board



APPROVED AS TO FORM:

By [Signature]
Esther Milner, Chief Civil Deputy

APPROVED by the Town Council of the Town of Twisp, Washington, at an open public meeting on the _____ day of _____, 2023.

Town of Twisp:

By _____
Soo Ing-Moody, Mayor

ATTEST:

Randy Kilmer, Town Clerk-Treasurer

APPROVED AS TO FORM:

By _____
W. Scott DeTro, Town Attorney

EXHIBIT A
MILLTOWN TWISP, LLC

**LEGAL DESCRIPTIONS FOR PROPERTIES BEING ANNEXED INTO THE
TOWN OF TWISP**

Parcel # 3322160005

Legal description: TAX 5 PT W1/2 SW

ALL THAT PART OF THE WEST 247 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 22 EAST, W.M., LYING AND BEING SOUTH OF THE MAIN CANAL OF THE METHOW VALLEY IRRIGATION DISTRICT AS THE SAME NOW EXISTS OVER AND ACROSS SAID SUBDIVISION AND LYING NORTH OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST BOUNDARY OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, 83.7 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SUBDIVISION AND RUNNING THENCE SOUTH 50 DEGREES EAST TO THE EAST BOUNDARY OF SAID SUBDIVISION;

ALSO THAT PORTION OF THE WEST 247 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 33 NORTH, RANGE 22 EAST W.M., LYING BETWEEN THE METHOW VALLEY HIGHWAY AND THE OLD METHOW VALLEY STATE HIGHWAY;

TOGETHER WITH THAT PORTION OF THE VACATED METHOW VALLEY HIGHWAY (OLD STATE HIGHWAY) ADJOINING, WHICH UPON VACATION, ATTACHED TO SAID PROPERTY BY OPERATION OF LAW;

Parcel # 3322170359

Legal description: TAX 359 PT NE SE N/HWY MH-5848

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 33 NORTH, RANGE 22 EAST, W.M., OKANOGAN COUNTY, WASHINGTON FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER MARKED BY AN ORIGINAL STONE;
THENCE SOUTHEAST 00°04'00" ALONG THE EASTERLY BOUNDARY LINE OF SAID SUBDIVISION FOR 714.15 FEET, MORE OR LESS TO THE SOUTHERLY RIGHT OF WAY LINE OF THE METHOW VALLEY IRRIGATION DITCH AND THE TRUE POINT OF BEGINNING;
THENCE FROM SAID TRUE POINT OF BEGINNING, CONTINUING ALONG SAID EAST BOUNDARY LINE SOUTHEAST 00°04'00" FOR 264.00 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY NO. 20;
THENCE TURNING RIGHT AND FOLLOWING SAID RIGHT OF WAY LINE ALONG A CURVE TO THE LEFT WITH A RADIAL BEARING OF SOUTHWEST 22°33'43", A RADIUS OF 5,790.00 FEET, A DELTA ANGLE OF 03°45'34" FOR A LENGTH OF 379.92 FEET;
THENCE NORTHEAST 18°48'08" FOR 10.00 FEET;
THENCE CONTINUING ALONG A CURVE TO THE LEFT WITH A RADIAL BEARING OF SOUTHWEST 18°48'08", A RADIUS OF 5,800.00 FEET, A DELTA ANGLE OF 03°16'06" FOR A LENGTH OF 330.84 FEET;

THENCE LEAVING SAID RIGHT OF WAY LINE NORTHEAST 33°06'00" FOR 112.40 FEET;
THENCE NORTHWEST 60°25'09" FOR 177.85 FEET TO A POINT DESIGNATED AS POINT "A";
THENCE NORTHEAST 19°55'48" FOR 98.65 FEET;
THENCE NORTHEAST 52°05'55" FOR 119.47 FEET;
THENCE NORTHEAST 27°22'17" FOR 90.75 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE
METHOW VALLEY IRRIGATION DITCH;
THENCE ALONG SAID RIGHT OF WAY LINE SOUTHEAST 46°37'27" FOR 172.93 FEET;
THENCE SOUTHEAST 58°20'55" FOR 547.28 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS 20 FEET IN WIDTH THE CENTERLINE OF
WHICH BEING DESCRIBED AS FOLLOWS:

COMMENCING AT POINT "A", AS DESCRIBED ABOVE;
THENCE SOUTHEAST 60°25'09" 119.74 FEET TO THE POINT OF BEGINNING;
THENCE SOUTHEAST 05°40'19" 60.62 FEET;
THENCE ALONG A CURVE TO THE RIGHT, HAVING A DELTA ANGLE OF 90°22'20", A RADIUS OF 50
FEET FOR A LENGTH OF 78.86 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY
NO. 20 AND THE TERMINUS OF SAID CENTERLINE.

SITUATE IN THE COUNTY OF OKANOGAN, STATE OF WASHINGTON.

REAL ESTATE PURCHASE & SALE AGREEMENT

* * * * *

THE UNDERSIGNED, the **TOWN OF TWISP**, a Washington municipal corporation, hereafter referred to as "**Seller**", and the **OKANOGAN COUNTY FIRE PROTECTION DISTRICT NO. 6**, hereafter referred to as "**Purchaser**", pursuant to the Interlocal Agreement For Annexation of The Town of Twisp To The Okanogan County Fire Protection District No. 6 dated April 1, 2023, does hereby covenant and agree to the sale and purchase of the real property and improvements located in the Town of Twisp, Okanogan County, Washington, described as follows:

Tax 19, Part of the Northeast quarter of the Northeast quarter of Section 18, Township 33 North, Range 22, E.W.M., situated in the Town of Twisp, Okanogan County Assessor's Parcel No. 3322180019, commonly known as 434 West Second Avenue, Twisp, Washington, hereinafter the "**Property**".

SUBJECT TO and TOGETHER WITH: Seller's Right of First Refusal. The Purchaser does hereby grant unto the Seller the exclusive and irrevocable right of first refusal to purchase the Property upon the terms and conditions hereinafter set forth. This right of first refusal may only be exercised by Seller within thirty (30) days from notification by Purchaser that Purchaser intends to sell the Property to a third party. Purchaser is obligated to provide such notice to Seller prior to selling the Property to a third party. In the event Purchaser elects to sell the Property and Seller desires to exercise its first refusal rights, and terms of purchase shall be as follows: \$1.00 more than any bona fide offer to purchase received by Purchaser from any third party. If Seller declines to exercise their first right of refusal, Purchaser may sell the Property to a third party on the same terms and conditions as conveyed to Seller by Purchaser and the Seller's right of first refusal shall terminate. If Purchaser fails to sell the Property to a third party on the same terms and conditions as conveyed to Seller by Purchaser, then the Seller's right of first refusal shall continue and the Property shall remain subject to this first right of refusal.

Within fifteen (15) days after the Seller has exercised their right of first refusal, the Purchaser shall order a Preliminary Commitment for Title Insurance covering the Property which shall reflect that marketable fee simple title to the Property is vested in Purchaser and that same is

insurable by a title insurance company licensed to do business in the State of Washington. Should said Preliminary Commitment reflect any other exceptions to the title unacceptable to Seller, Seller shall notify the Purchaser in writing of any defects within fifteen (15) days (the title review period) and the Purchaser shall have a reasonable time (but not more than 30 days) in which to make the title good and marketable or insurable, and shall use due diligence in an effort to do so. If after using due diligence the Purchaser is unable to make the title acceptable to Seller within such reasonable time, it shall be the option of the Seller either to accept the title in its existing condition with no further obligation on the part of the Purchaser to correct any defect, or to terminate its right of first refusal. If title is acceptable to Seller, the closing shall occur within fifteen (15) days after expiration of the "title review period". At closing, Purchaser shall convey title to Seller by Statutory Warranty Deed subject only to exceptions acceptable to Seller.

The cost of the title insurance and real estate excise tax shall be paid by the Purchaser. All other costs and expenses of the sale including document preparation fees, recording fees, and any other costs attributable to the preparation of the Statutory Warranty Deed, and another other closing documents shall be split between the parties.

ALSO, SUBJECT TO and TOGETHER WITH: any and all conditions, covenants, easements, rights of way, reservations, restrictions, etc., of record or apparent.

Seller and Purchaser agree that the aforementioned Property legal description may be corrected or amended by the closing agent prior to closing to conform to the boundaries of the Property.

1. PURCHASE PRICE AND TERMS: The total purchase price for the Property is the sum of **THREE HUNDRED TWENTY-EIGHT THOUSAND U.S. DOLLARS (\$328,000.00)** and payable as follows: all cash at closing.

2. TAXES AND ASSESSMENTS: The Seller and Purchaser are exempt from paying real property taxes on the Property. Any assessments on the Property after the date of closing shall be paid by the Purchaser.

3. TITLE INSURANCE AND CLOSING COSTS: A policy of title insurance in the amount of the purchase price showing good and marketable title, free and clear of encumbrances, utility charges and assessments, except for

easements, covenants and restrictions of record not inconsistent with Purchaser's intended use of the Property, shall be provided at closing.

Real estate excise tax due and owing on this sale and the cost of title insurance shall be the responsibility of the Seller. Document preparation fees, escrow fees, recording costs and all other closing costs, except as noted herein, shall split equally between the Purchaser and the Seller.

If title is not insurable, and cannot be made insurable prior to closing, Purchaser may elect to either waive such encumbrances or defects, or terminate this Agreement.

4. POSSESSION: Purchaser shall be entitled to possession of the Property as of the date of closing.

5. DEED: Title to the Property shall be conveyed to the Purchaser by Statutory Warranty Deed, free and clear of all encumbrances, utility charges and assessments, except for easements, covenants, and restrictions of record, and not inconsistent with Purchaser's intended use of the Property.

6. SELLER'S WARRANTY - PURCHASER'S AGREEMENT AND RESPONSIBILITY:

A. The Seller is the beneficial owner of the Property and will at the closing date have full and absolute right and power to convey and transfer to the Purchaser, or cause to be conveyed or transferred to the Purchaser, good and marketable title to the Property in fee simple free and clear of all encumbrances, liens and interests whatsoever, including without limitation, any mortgage, charge, restrictive covenant, easement, tenancy or possessory right, except for those of record and minor utility easements which easements do not inhibit the Purchaser's intended use of the Property.

B. Purchaser has full knowledge of the Property, and has made a full inspection of the Property. Purchaser agrees that they are satisfied with the condition of the Property, and accepts the Property "**as is**" in its present condition.

C. Neither Seller nor their assigns, nor any agent or attorney of Seller, shall be held to any covenant or agreement unless the covenant or agreement relied on is contained in this Agreement, or is in writing attached to and made a part of this Agreement. Purchaser is buying the Property "**as is**" without any warranties, either express or implied, as to the improvements, acreage, size, condition of title, access, land use or zoning, except as expressly set forth herein.

7. CLOSING AND CLOSING DATE: This sale shall be closed in the office of _____, _____, Washington, "**Closing Agent**", on or before _____, 2023. If closing does not occur by this date, this Agreement shall be at an end, unless extended by mutual consent of the parties hereto in writing.

8. DEFAULT AND REFUND:

A. If either party defaults in their contractual obligations to this Agreement, the non-defaulting party may seek specific performance pursuant to the terms of this Agreement, or damages, or rescission.

B. In the event of litigation or arbitration to enforce any terms or provisions herein, the prevailing party shall be awarded all reasonable costs and attorney's fees. Venue shall be in Okanogan County, Washington.

9. INDEPENDENT COUNSEL: The parties agree that they have obtained independent legal counsel, or have freely and voluntarily chosen to act for or on their own behalf. Seller herein is represented by W. Scott DeTro of the Law Office of W. Scott DeTro PLLC, Okanogan, Washington.

10. ASSIGNMENT AND SUCCESSORS: The rights and obligations of the Seller and the Purchaser shall inure to the benefit of and be binding upon such assigns, as well as their respective estates, heirs, executors, administrators, successors and successors in trust.

11. INCLUDED ITEMS: Any permanently attached fixtures or personal property are included in this sale.

12. CONTINGENCIES: This offer is contingent upon the occurrence of the following events: (1) Purchaser's review and approval of the condition of title to the Property and (2) Annexation of the Town to the District pursuant to Chapter 52.04 RCW.

13. CASUALTY LOSS AND CONDEMNATION: The risk of the condemnation of or casualty loss to any of the Property shall be borne by the Seller until the date of closing. The Purchaser shall have the option to either terminate the transaction or proceed with the closing and take an assignment of any condemnation and/or insurance proceeds.

14. SURVIVAL AND NONMERGER: The parties agree that this Agreement shall survive closing, and the rights and obligations contained herein shall not merge into any deed given and shall be a continuing covenant and obligation between the parties.

15. EFFECT CLOSING: The Seller and Purchaser hereby agree to initiate, prepare and sign all documents necessary to complete this transaction.

16. AUTHORITY: The parties hereto warrant that they have authority to enter into this transaction on behalf of the respective parties hereto.

17. OTHER AGREEMENTS: There are no verbal or other agreements that modify or affect this Agreement. Time is of the essence of this Agreement.

DATED this _____ day of _____, 2023.

SELLER:
The Town of Winthrop

By: _____
Soo Ing Moody, Mayor

Attest: _____
Randy Kilmer, Clerk-Treasurer

PURCHASER:
Okanogan County Fire Protection District No. 6

By: _____
Cody Acord, Fire Chief

REQUEST FOR OBLIGATION OF FUNDS

INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED () Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.			
1. CASE NUMBER ST CO BORROWER ID		LOAN NUMBER	FISCAL YEAR
2. BORROWER NAME		3. NUMBER NAME FIELDS (1, 2, or 3 from Item 2)	
		4. STATE NAME	
		5. COUNTY NAME	
GENERAL BORROWER/LOAN INFORMATION			
6. RACE/ETHNIC CLASSIFICATION 1 - WHITE 2 - BLACK 3 - AI/AN 4 - HISPANIC 5 - A/PI	7. TYPE OF APPLICANT 1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC. OF FARMERS 6 - ORG. OF FARMERS 7 - NONPROFIT-SECULAR 8 - NONPROFIT-FAITH BASED 9 - INDIAN TRIBE 10-PUBLIC COLLEGE/UNIVERSITY 11-OTHER	8. COLLATERAL CODE 1-REAL ESTATE SECURED 2-REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 8 - RLF ACCT	9. EMPLOYEE RELATIONSHIP CODE 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC.
10. SEX CODE 1 - MALE 2 - FEMALE 3 - FAMILY UNIT 4 - ORGAN. MALE OWNED 5 - ORGAN FEMALE OWNED 6 - PUBLIC BODY	11. MARITAL STATUS 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED)	12. VETERAN CODE 1 - YES 2 - NO	13. CREDIT REPORT 1 - YES 2 - NO
14. DIRECT PAYMENT (See FMI)	15. TYPE OF PAYMENT 1 - MONTHLY 2 - ANNUALLY 3 - SEMI-ANNUALLY 4 - QUARTERLY	16. FEE INSPECTION 1 - YES 2 - NO	
17. COMMUNITY SIZE 1 - 10,000 OR LESS (FOR SFH AND HPG ONLY) 2 - OVER 10,000	18. USE OF FUNDS CODE (See FMI)		
COMPLETE FOR OBLIGATION OF FUNDS			
19. TYPE OF ASSISTANCE (See FMI)	20. PURPOSE CODE	21. SOURCE OF FUNDS	22. TYPE OF ACTION 1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION
23. TYPE OF SUBMISSION 1 - INITIAL 2 - SUBSEQUENT	24. AMOUNT OF LOAN	25. AMOUNT OF GRANT	
26. AMOUNT OF IMMEDIATE ADVANCE	27. DATE OF APPROVAL MO DAY YR	28. INTEREST RATE %	29. REPAYMENT TERMS
COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS			
30. PROFIT TYPE 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT			
COMPLETE FOR EM LOANS ONLY		COMPLETE FOR CREDIT SALE-ASSUMPTION	
31. DISASTER DESIGNATION NUMBER (See FMI)	32. TYPE OF SALE 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN		
FINANCE OFFICE USE ONLY		COMPLETE FOR FP LOANS ONLY	
33. OBLIGATION DATE MO DA YR	34. BEGINNING FARMER/RANCHER (See FMI)		

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder

COPY 1 - Finance Office

COPY 2 - Applicant/Lender

COPY 3 - State Office

CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. _____ YES _____ NO

WARNING: **Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."**

Date _____, 20 _____
(Signature of Applicant)

Date _____, 20 _____
(Signature of Co-Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

(Signature of Approving Official)

Typed or Printed Name: _____

Date Approved: _____ Title: _____

38. TO THE APPLICANT: As of this date _____, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

LETTER OF INTENT TO MEET CONDITIONS

Date _____

TO: United States Department of Agriculture

(Name of USDA Agency)

(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated _____. It is our intent to meet all of them not later than _____.

(Name of Association)
BY _____

(Title)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a persons is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015 and 0570-0062. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data. needed, and completing and reviewing the collection of information.

WARRANT/CHECK REGISTER

Town Of Twisp

Time: 12:11:40 Date: 07/07/2023

06/28/2023 To: 07/11/2023

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
1360	07/11/2023	Claims	1	37928	American Leak Detection	4,110.00	
1361	07/11/2023	Claims	1	37929	Aquatic Specialty Services	160.36	
1362	07/11/2023	Claims	1	37930	Ardurra	1,467.50	
1363	07/11/2023	Claims	1	37931	Cascade Pipe & Feed Supply, Inc	39.18	
1364	07/11/2023	Claims	1	37932	CenturyLink Communications, LLC	400.63	
1365	07/11/2023	Claims	1	37933	Kurt E. Danison	2,441.18	
1366	07/11/2023	Claims	1	37934	Heather Davis	49.91	
1367	07/11/2023	Claims	1	37935	Deere & Company	35,442.77	
1368	07/11/2023	Claims	1	37936	EVCO Integrations	2,626.40	
1369	07/11/2023	Claims	1	37937	Eurofins Cascade Analytical	830.00	
1370	07/11/2023	Claims	1	37938	Hank's Market	200.71	
1371	07/11/2023	Claims	1	37939	M.V. Rural EMS Dist.	36,012.19	
1372	07/11/2023	Claims	1	37940	Methow Valley News Publishing LLC	450.21	
1373	07/11/2023	Claims	1	37941	Methownet.com	447.00	
1374	07/11/2023	Claims	1	37942	North Cascade Propane Service	59.79	
1375	07/11/2023	Claims	1	37943	Ok Co Central Services Dept.	641.65	
1376	07/11/2023	Claims	1	37944	Okanogan County Public Health	105.00	
1377	07/11/2023	Claims	1	37945	Okanogan County Sheriff's Off	1,815.64	
1378	07/11/2023	Claims	1	37946	Okanogan County Treasurer	77.81	
1379	07/11/2023	Claims	1	37947	Pape Machinery	142.56	
1380	07/11/2023	Claims	1	37948	Quality Lube Corporation	122.11	
1381	07/11/2023	Claims	1	37949	Quill	95.40	
1382	07/11/2023	Claims	1	37950	SCJ Alliance	379.38	
1383	07/11/2023	Claims	1	37951	Shred-it	155.28	
1384	07/11/2023	Claims	1	37952	Simple Power IT	6,617.08	
1385	07/11/2023	Claims	1	37953	Becky & Aaron Studen	423.30	
1386	07/11/2023	Claims	1	37954	T-O Engineers, Inc	51,904.35	
1387	07/11/2023	Claims	1	37955	Twisp Auto Parts	184.85	
1388	07/11/2023	Claims	1	37956	Twisp Chamber of Commerce	7,500.00	
1389	07/11/2023	Claims	1	37957	US Bank	3,095.32	
1390	07/11/2023	Claims	1	37958	USA BlueBook	1,516.06	
1391	07/11/2023	Claims	1	37959	Valley Hardware Do It Center	501.82	
1392	07/11/2023	Claims	1	37960	Varela & Associates, Inc	7,080.90	
1393	07/11/2023	Claims	1	37961	W. Scott DeTro	4,128.55	
1394	07/11/2023	Claims	1	37962	WasteWise Methow	1,001.42	
1395	07/11/2023	Claims	1	37963	Weinstein Beverage Corp	1,477.41	
						55,539.94	001 General Fund
						379.38	008 Canyon Street Bus Stop
						1,282.06	101 Street Fund
						4.30	102 Transportation Benefit District
						8,163.03	103 Tourism 2%
						9,055.02	401 Water Fund
						4,851.97	404 Sewer Fund
						51,904.35	406 CWSRF - WWTP Facility Plan
						7,080.90	407 Collection System Improvements
						17,721.39	411 Water Fund Reserve
						17,721.38	412 Sewer Fund Reserve
						173,703.72	Claims:
						173,703.72	

WARRANT/CHECK REGISTER

Town Of Twisp

Time: 12:11:40 Date: 07/07/2023

06/28/2023 To: 07/11/2023

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: 12:11:18 Date: 07/07/2023

06/28/2023 To: 07/11/2023

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
1303	06/30/2023	Payroll	1		EFT	807.12	
1304	06/30/2023	Payroll	1		EFT	1,730.01	
1305	06/30/2023	Payroll	1		EFT	1,340.95	
1306	06/30/2023	Payroll	1		EFT	4,605.85	
1307	06/30/2023	Payroll	1		EFT	91.77	
1308	06/30/2023	Payroll	1		EFT	1,721.92	
1309	06/30/2023	Payroll	1		EFT	2,103.02	
1310	06/30/2023	Payroll	1		EFT	549.58	
1311	06/30/2023	Payroll	1		EFT	2,756.34	
1312	06/30/2023	Payroll	1		EFT	2,360.29	
1313	06/30/2023	Payroll	1		EFT	3,585.75	
1314	06/30/2023	Payroll	1		EFT	2,390.67	
1315	06/30/2023	Payroll	1		EFT	2,136.75	
1334	07/03/2023	Payroll	1		EFT Internal Revenue Service	12,832.34	941 Deposit for Pay Cycle(s) 06/30/2023 - 06/30/2023
1335	07/03/2023	Payroll	1		EFT AFLAC	29.40	Pay Cycle(s) 06/30/2023 To 06/30/2023 - AFLAC (Sec 125); Pay Cycle(s) 06/30/2023 To 06/30/2023 - AFLAC (Post)
1336	07/03/2023	Payroll	1		EFT AWC Employee Benefits Trust	7,045.98	Pay Cycle(s) 06/30/2023 To 06/30/2023 - AWC Medical
1337	07/03/2023	Payroll	1		EFT Navia Benefit Solutions	2,526.33	Pay Cycle(s) 06/30/2023 To 06/30/2023 - Navia Benefit Solutions
1340	07/07/2023	Payroll	1		EFT Department Of Retirement Systems	8,148.84	Pay Cycle(s) 06/30/2023 To 06/30/2023 - PERS 2; Pay Cycle(s) 06/30/2023 To 06/30/2023 - Deferred Comp; Pay Cycle(s) 06/30/2023 To 06/30/2023 - PERS 3
1320	06/30/2023	Payroll	1	14512		684.64	
1321	06/30/2023	Payroll	1	14513		354.33	
1322	06/30/2023	Payroll	1	14514		1,100.77	
1323	06/30/2023	Payroll	1	14515		464.90	
1324	06/30/2023	Payroll	1	14516		774.23	
1325	06/30/2023	Payroll	1	14517		535.39	
1326	06/30/2023	Payroll	1	14518		793.96	
1327	06/30/2023	Payroll	1	14519		720.00	
1328	06/30/2023	Payroll	1	14520		290.92	
1338	07/03/2023	Payroll	1	37927	Teamsters Local Union No. 760	37.00	Pay Cycle(s) 06/30/2023 To 06/30/2023 - Teamsters Union Dues
						18,394.31	001 General Fund
						4,606.46	101 Street Fund
						764.91	103 Tourism 2%
						17,072.84	401 Water Fund
						21,680.53	404 Sewer Fund
						62,519.05	Payroll:

62,519.05

WARRANT/CHECK REGISTER

Town Of Twisp

Time: 12:11:18 Date: 07/07/2023

06/28/2023 To: 07/11/2023

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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 _____

Town of Twisp

Council Minutes – 04/25/23

Mayor Ing-Moody called the meeting to order at 5:32 pm.

Council Members present: Mayor Ing-Moody
Mark Easton
Alan Caswell - Remote
Katrin Auburn
Hans Smith
Aaron Studen

Council Member absent:

Pledge of Allegiance

Council Member Caswell led the Pledge of Allegiance.

Request for Additions or Deletions to the Agenda

Public Comment Period: Up to Three Minutes

Isabelle Spohn:

Ms. Spohn commented on the HAP with two major points. She pointed out that the survey was going to be sent to Twisp and Winthrop residents but did not include the rest of the Methow Valley. She believes that the entire Valley should be asked to participate as the HAP effects everyone. Her second point was that Twisp needs to develop anti-displacement strategies, as well as extend the moratorium to fulfill the goals that were set. She stated that she is concerned the Town is not including the needs of the whole of Methow Valley. She commented on the Orchard Hills fire ingress and egress. She understands that they have hired a fire marshal to assess the entrance and exits. She asked if there would be an onsite visit before coming to a conclusion.

Paula Mackrow:

Ms. Mackrow commented that she lives in Twisp and is here to witness the ongoing deliberation on nightly rentals. She reinforced her belief that the community should reduce the number of short-term rentals, and encouraged an extension of the moratorium. Ms. Mackrow stated that Council Member Auburn has mentioned zoning ordinances need to be looked at. She stated that Twisp is a tight knit town, and the Town needs to maintain residential housing stock, and remember fire danger. She lives at the end of a dead-end street and has experienced what it takes to get people off that block. She stated that she believes there is an inadequate amount of time for the fire marshal to review the plans and come up with a conclusion.

Jenn Tate

Ms. Tate stated that she has worked on the Airbnb issue with different towns. From her perspective if she was unable to put in the two units above 1908, the restaurant would not have

happened. She stated that she supports having some nightly rentals, as a landlord it makes more sense than long term rentals.

Anne Cummings:

Ms. Cummings has lived in Twisp for nine years. She is concerned about the idea of defunding the Police Department. She stated that she is worried safety is being overlooked. The Council and Town must work to keep community members safe. Ms. Cummings stated that every town around Twisp for one hundred miles either has a police department or they contract with a police department to monitor the community. She noted RCW and the requirement that 911 call response may be limited if response is through contract versus one's own police department. Ms. Cummings stated that if something were to happen to a citizen the Town would be liable for a negligent act due to not providing law enforcement. She notes that Twisp would be the only one without a police department and that crimes would increase with criminals choosing to target the town; something to be considered.

Barry Stromberger:

Mr. Stromberger commented that he understands that the nightly rental moratorium can be extended. He urged the Council to move quickly and meet the RCW requirements. He stated that he is willing to help with any process that a citizen could do to meet the deadline. Mr. Stromberger urged the Council to add more planner hours, as well as increase permit and code enforcement personnel. He volunteered to work on the Finance committee. He commented that Council needs to look at zoning codes and the terms "overnight accommodation" and "overnight rental" are two different things. Town should only allow nightly rentals in commercial zoned areas.

Mark Edson:

Mr. Edson commented that at the last Planning Commission meeting he cornered Planner Danison on title 18, which protects existing land uses, and asked him "Are you going to guarantee that this new OHPD is not going to place any undue adverse impacts." Edson claimed that Planner Danison's answer was "That's not my job". Mr. Edson said he asked whose job it is to enforce title 18. He asked if it is just verbiage that is cast out into the wind. Mr. Edson then said that this bleeds into how the town would be protected without a police department. He stated that over the winter he saw many drug deals go down at the park and questioned what would happen when there is no police department.

Mayor's Report

Mayor Ing-Moody responded to Anne Cummins assumptions to clarify that there are no plans to defund the police and that the town is not interested or considering eliminated law enforcement. She stated that more information would be shared to clarify that misperception when the council discusses those particular agenda items.

Staff Reports

Public Works Director Denham reported that last week there was a county wide flood prep meeting in Okanogan. The report shared there revealed that even though we are at 104% snow capacity, the ground is quite dry so as it melts it is being absorbed and they do not expect much river fluctuations. Director Denham also reported that his staff is working on park cleanup, as well as pool preparation. The pool manager has started and is working part time right now. They are working on staffing and getting used to the job. There will be more updates on that soon. The chipping drive starts on Monday and goes through Tuesday. With how popular the chipping drive has become it may be extended to a three-day

event. Director Denham stated that if you want chips to call the public works assistant to make arrangements. He also reported that he found out late Friday we were not selected for the SR 20 sidewalk, but he will be looking at alternative solutions such as reducing the speed limit from Blue Star to the bridge or create a crossing somewhere.

Officer Sheehan reported that three weeks ago Officer Purtell resigned, and his last day was Thursday last week. Following Chief Budrow having left to become Sheriff in January, he now remains as the only police officer left. He stated that he talked about the possibility of losing the Police Department back at the council retreat and was very clear verbally and in writing that at the end of May he would also be leaving the Police Department. He reported that he has not yet turned in a formal resignation. He said that in an email he sent a few weeks ago, he had offered that if the Town would cash out his vacation he would keep working until the end of May; but he shared that he was told the Town was not interested in making a policy change to cash him out. He stated that his last working day will be Thursday or Monday and that after that there would be no Police Department. He claimed that he has been asked by citizens for a good answer and is hoping Council has a good response.

Commission/Committee/Board Reports

Council Member Auburn reported that the Chamber had a successful Sip and Chat at the 1908, where a lot of businesses showed up. The Chamber voted in Mark Dean as director. She reported that the Art Walk is coming up.

Council Member Caswell reported that he attended the Tree Board meeting and Arbor Day was the main discussion. The event took place on the 15th. The Tree Board was able to give away many trees. He also reported that the Planning Commission swore in Art Tasker as a new commissioner. The Shoreline Master Plan update was postponed to the next meeting since the main topic was the Orchard Hills Planned Development public hearing.

Council Member Smith reported that he attended a Finance Committee meeting since the last Council meeting. He said they discussed the issues with the Police Department and started looking at methods that will hopefully work to retain a Police Department. In reviewing the situation more comprehensively he shared that there was discussion to not change policy to cash out any vacation. They discussed methods on how to expand planning operations, i.e., increase hours or staff and states they will continue discussing options moving forward. He also reported that Public Safety met regarding the Police Department issues and came up with a few ideas such as contracting with the county or potentially other opportunities. He said the committee is obtaining and reviewing information and options.

Council Member Easton reported that TERC met and discussed the sign code; the Creative District was also discussed with the new interim Director of Methow Arts who will be meeting with the Mayor to go over what needs to be done with grants and responsibilities in more detail.

OLD/NEW BUSINESS

Discussion/Action: Nightly Rentals

Mayor Ing-Moody stated that the Town does currently have a moratorium in place but that will be expiring in May which is why this has been put on the agenda for the Council to have further discussions on the topic. She said that she spoke with the Town's attorney about the potential of extending the moratorium and found that it is allowable if it is needed and can be extended up to six more months. There is some expectation that the work being done on the Housing Action Plan will bring some clarity on next steps even though the plan will not directly focus on nightly rentals.

Planner Danison has created an inventory of all the permits that the Town gave for nightly rentals and has also given suggestions on how to address it per the zoning codes. He shared that the strike outs are items not in our code. He has also provided a spreadsheet of all the applications received for nightly rentals since 2010. There have been fourteen applications in total within the past 13 years, with only eleven having been issued permits; four are in compliance, two do not have a current business license, and five properties have changed hands. There are three nightly rentals in residential zones, and they are located on Burgar Street, 2nd Avenue, and at the end of Twisp Avenue. There is a house that rents one room out in the Painters Addition, Jenn Tate has one downtown, and there is also one by the PUD downtown.

Council Member Smith stated that it would be prudent to have Commissioner Battle come and discuss Planning Commission's new priorities. He fully supports extending the moratorium but does not want to wait another six months before getting recommendations on verbiage.

Council Member Easton agreed with Council Member Smith and feels the moratorium should be extended. He is confident that everything that needs to be done will be done within the six months of the extension.

Council Member Auburn said that she does not believe that Town has an overabundance of nightly rentals operating at this time but addressing it and laying out the plan now would be beneficial for everyone. She had a conversation with a valley resident, and they have a long-term rental that costs them thousands of dollars to have a tenant removed and then to repair the house. She shared that it can be very costly to rent to people and believes a balance may be needed.

Council Member Studen stated that he does not believe the moratorium is a permanent solution, but he does support the extension of it. He said that he would love to see the conversation turn to what can be put into place as an ordinance. Council Member Studen encouraged those who have commented to keep providing their input. He said that to get everything done, the Town should work in stages and get something on paper in the next six months, which then can always be changed later; he believes but getting something completed for now is better than later.

Mayor Ing-Moody thanked the Council for their comments. She stated that while the Council does have time at the next meeting, the timeline does expire in May and there will need to be a public hearing if we are to extend the moratorium. Once it is passed the Council will pass this onto the Planning Commission to get their input on the Nightly Rental Code.

Council Member Studen made a motion to extend the moratorium. Council Member Easton seconded the motion. The motion was passed unanimously.

Discussion/Action: Interlocal Agreement Twisp/Chelan County – Fire Plan Review

Planner Danison presented an agreement to the council for their review. At the Council retreat Planner Danison brought up some issues including the need to contract with a fire marshal to do a review of plans and make suggestions/recommendations on the Orchard Hills Planned Development for the Town. He said that it took him months, but he has been able to contact a fire marshal; the Chelan County Fire Marshal is willing to do the work. He estimates that it will take him five hours to finish. The contract that was drafted says that the cost is not to exceed \$1,000 so there is a little wiggle room if more time is needed. Council discussed that it may be important for the fire Marshal to plan a visit on-site; Planner Danison stated that he will be asking him to come and do an on-site visit.

Council Member Studen pointed out that the contract states not to exceed \$500 not \$1,000.

Council Member Smith made a motion to adopt the interlocal agreement as presented with the change in language not to exceed \$1,000 and to include a site visit. Council Member Easton seconded the motion. The motion passed unanimously.

Discussion/Action: Planning Commission Member Redistribution

Mayor Ing-Moody stated that it has been brought to the attention of the Council that there are Commission members whose terms will expire at the end of the year. With that happening there is the possibility of changing positions from at-large to in-town. At the last appointment there were two very qualified people interested in the position but only one in-town position was available. The Commission used to have more in-town positions but due to being unable to fill those positions the code was changed to have more at-large positions. With the increased interest it seems reasonable to change it back. She stated that this could have waited until later as the terms do not end until the end of the year but noted that if someone were to step down between now and then, it seemed like a good idea to bring this up to the council sooner rather than later.

Council Member Auburn stated that she thinks it is a great idea to put it back into the hands of Town residents. She also said that it is wonderful there is more interest from residents, she reminded them that there is going to be a possibility that you will have to recuse yourself from certain topics.

Council Member Smith made a motion to have a minimum of three in-town positions and two at-large positions. Council Member Caswell seconded the motion. The motion passed unanimously.

Discussion/Action: Police Department

Mayor Ing-Moody stated that it has come to her attention that an incorrect statement was made at the Winthrop Council meeting which she would like to correct. She stated for the record that the Town does not have a desire to disband the Police Department. She stated that she personally values the Police Department and echoes the earlier sentiments of Ms. Cummings. She shared that Twisp has been without a Police Department in the past and that the Town does not desire to go back to that. She voiced the current reality of where we are today; since Chief Budrow was elected as Sheriff the town has been moving forward to find a replacement Police Chief, however, despite traditional methods the Town has been unsuccessful in that pursuit. The climate for finding and replacing officers is very challenging today, with a shortage of qualified and experienced officers and strong competition

between agencies for good ones. There is a lot of need in our community, but we are not the only community suffering right now. There are more than one police officer position open in larger towns that can pay more than Twisp can; even Okanogan county continues to look for officers to fill open positions. The Finance committee has met to discuss how we can make our offer more attractive. The Public Safety Committee has already decided to improve the offer by adding a sign-on bonus of \$10,000 which matches regional trends, and we still have not had any applicants for the position as there is a policing shortage. She was sad to see Officer Purtell leave the Town and wishes him well. With Officer Sheehan intending to leave at the end of May, she believes it will be challenging with our budget especially with revenue and expenditure projections already set for this year; making it difficult to make offers much more attractive. She stated her knowledge of state-wide costs for policing, which is not going to be getting any less expensive and that our community needs to be prepared to recognize what that would mean for us to maintain a strong agency. Currently, any changes to the police budget would require taking funding away from another fund in the general fund. Mayor Ing-Moody said that this topic on the agenda is to enable transparent conversation on viable options as there is every intention to maintain our own Police Department.

Council Member Smith stated that Public Safety met and came up with a few options, two of which are contracting and hiring. Town could contract with the county specifically to perform chief duties in the interim which will maintain having our own Police Department, but this would not be a long-term solution. Town has already been engaged with the County to discuss what that contract would look like. He stated that hiring has not been very successful due to needing to increase wages and incentives to bring more interest to the positions. To do so there would need to be fund redistribution in the general fund or possibly downsizing the department to cover the costs. Council Member Smith also stated that he would like to have a Public Safety Committee meeting and invite residents to come and speak about any options available. He would also like to meet with Winthrop's Council to discuss the possibility of working with each other.

Council Member Auburn asked if the officers are unionized why the Town is not in negotiations with Teamsters. Mayor Ing-Moody said that while the Town is not going to open any negotiations the Town will entertain one being brought forth. Officer Sheehan interjected to shout across the room that he was told there would be no negotiations. Mayor Ing-Moody corrected his statement to say that she had said that the Town had no reason and therefore would not be requesting an opening of negotiations since a contract had just been reached less than a year ago, the annual budget set with the full dollar amount requested by the officers having been met, but that the union could have brought forth a request to open the contract themselves. She stated that she was actually surprised that the union did not make such a request, which the town would have certainly considered. Officer Sheehan followed up with an interjection believing that he understood it to be that the request would not have been considered; Mayor Ing-Moody stated that that would be a misunderstanding as the town would have at least considered hearing the request.

Council Member Easton stated that he sits on the Finance Committee and that they discussed maintaining one open position officer position for now, which would provide some money in the current year's budget for a better offer for the Chief position, then when looking at next year's budget see what can be done to fund a three person department again.

Mayor Ing-Moody stated that law enforcement is not getting any cheaper and the Town will need to ensure a way to sustainably pay for it moving forward.

Officer Sheehan interjected to state that money is not the issue. Councilmember Auburn responded that that is not what she heard, in which Officer Sheehan stated that she had been deceived; Councilmember Auburn answered that it was from an officer that it was indeed about the money.

Mayor Ing-Moody reiterated that she understands that the council would like to make a formal request for a meeting between the Twisp and Winthrop councils to discuss the potential for the two towns to work together on future policing needs despite Mayor Ranzau expressing her lack of interest for such a consideration.

Discussion: Resolution #23-705 – Capital Facility Plan 2024-29

Director Denham went over the Capital Facilities Plan for 2024-2029 and any changes that were made from the previous CFP. Council Member Smith asked if there are any timeline incentives for prioritizing Glover Street work right now in terms of grants. Director Denham stated that there are many agencies that have infrastructure money but depending on who we will want to go through determines how to prioritize as there are deadlines. Council Member Smith stated that those would not help with the surface work and asked what would be done for that. Director Denham stated that street improvements would be through TIB, who are interested in providing funding; he will be at the TIB board meeting next month on the 18th so it would be best if he had the go or no go before attending to make that request. Council Member Auburn asked what would happen to funding if the project was pushed off for a year. She also asked if any of the grant monies allowed for subcontracting so some stress could be taken off Public Works. Director Denham responded that there is a big risk in waiting while there is grant money this year, next year there could be either more or less money available – it is yet unknown. He also said that yes Town has been subcontracting but Public Works will always have to oversee the projects. Council Member Studen questioned if Glover was redone recently. Director Denham stated that Third Avenue was repaved but not the main part of Glover Street.

Discussion/Action: Ordinance #798 – Intent to Annex Twisp into Ok Co Fire District No. 6

Council Member Smith made a motion to approve the annexation of Twisp into Ok Co Fire District No. 6, Council Member Auburn seconded. The motion was passed unanimously.

Discussion/Action: TranGo/Twisp Ground Lease Renewal – 2023-24

Clerk Kilmer stated that the contract was changed to be a two-year lease to discontinue it being annual. He also stated that the rent has been the same for almost ten years. Council Member Auburn stated that since it has not been changed for ten years it needs to be raised. Council Member Studen stated that it should be raised to adjust for inflation and suggested \$300 but that he would also like to do research on what other Towns pay. Clerk Kilmer stated that the contract does not need to be executed until the first of June so there is time to do research and discuss the raise of rent with TranGo. The Council will research and decide on a new rent amount then present it to TranGo.

Consent Agenda

- Accounts Payable/Payroll
- Minutes

Vouchers audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, have been recorded on a listing, which has been made available to the Town Council. The following voucher/checks are approved for payment by a majority vote on this 25th day of April 2023.

Accounts Payable	EFT Trans 807, 818, 821	\$5,620.72	04/25/23
Accounts Payable	Checks #37778-37804	\$109,321.78	04/25/23
Payroll	EFT Trans 780-788	\$11,178.47	04/25/23

Council Member Smith moved to approve the consent agenda as presented. The motion was seconded by Council Easton and passed unanimously.

Adjournment

There being no further business to come before the Council, Mayor Ing-Moody adjourned the meeting at 8:13 pm.

APPROVED:

Mayor Soo Ing-Moody

ATTEST:

Clerk/Treasurer Randy Kilmer

Town of Twisp
Special Meeting Minutes – 05/02/23

Mayor Pro Tem Smith called the meeting to order at 12 PM.

Council Members present: Mayor Ing-Moody – Joined During Executive Session Portion
Alan Caswell
Katrin Auburn
Hans Smith
Mark Easton
Aaron Studen

Council Member absent:

Pledge of Allegiance

Council Member Smith led the Pledge of Allegiance.

Request for Additions or Deletions to the Agenda

N/A

Executive Session with Legal Counsel (1 Hour): Review Performance of a Public Employee – RCW 42.30.110 (1)(g)

The Council opened the executive session at 12:04 PM

At 1:08 PM Clerk Kilmer notified the main meeting session that the Council would be extending the session for an additional 30 minutes until 1:38 PM.

The Council rejoined the main session at 1:38 PM.

Council Member Smith motioned that the Council directs Mayor Ing-Moody to accept Interim Chief Sheehan’s resignation and authorized her to contact Interim Chief Sheehan regarding any closeout and transition needs. Council Member Auburn seconded the motion, and it passed unanimously.

Mayor Ing- Moody adjourned the meeting at 1:40 PM.

APPROVED:

Mayor Soo Ing-Moody

ATTEST:

Clerk/Treasurer Randy Kilmer

Town of Twisp

Special Meeting Minutes – 05/03/23

Mayor Ing-Moody called the meeting to order at 12 PM.

Council Members present: Mayor Ing-Moody
Alan Caswell
Katrin Auburn
Hans Smith
Mark Easton
Aaron Studen

Council Member absent:

Pledge of Allegiance

Council Member Auburn led the Pledge of Allegiance.

Request for Additions or Deletions to the Agenda

N/A

Discussion/Action: Twisp/OCSO – Contract Police Coverage

Mayor Ing-Moody reported that she and the Public Safety Committee have been working with the Okanogan County Sheriff's Office (OCSO) to put to put the OCSO contract agreement together. She gave a special thank you to Chief Criminal Deputy Balam, Undersheriff Yarnell, and the County Commissioners for their support and work in developing the agreement.

Council Member Studen reported that at the previous day's special meeting they had authorized the Mayor to accept Interim Chief Sheehan's resignation. It is still the Council's goal to get the Police Department staffed with a Chief and Officer but being that there are no officers on the Twisp PD at this time, the need for an interim agreement with OCSO for police coverage became necessary.

Council Member Studen moved to approve the contract as presented. Council Member Smith seconded the Motion.

Some members of the Council had not yet seen the agreement and requested they be sent it and given a few moments to review it.

Deputy Balam noted that going forward with a per call cost as opposed to an hourly rate was more fair to both parties, and that any requests for service outside of the agreement would be billed separately.

OCSO sent over an updated agreement for review and approval.

Council Member Studen moved to approve the updated contract as presented. Council Member Smith seconded the motion and it passed unanimously.

Discussion/Action: USDA Sewer Project Subsequent Funding Application

Council Member Smith moved to approve the application. Council Member Easton seconded the motion and it passed unanimously.

Discussion/Action: Interlocal Agreement Twisp/Chelan County – Fire Plan Review

Mayor Ing-Moody updated the Council that Chelan County had quoted a higher price than the council had previously approved for the fire review and on-site visit to the proposed Orchard Hills Planned Development, thus the agreement had come back to council for amendment.

Council Member Smith moved to approve the agreement as presented. Council Member Auburn seconded the motion and it passed unanimously.

There being no further business, Mayor Ing- Moody adjourned the meeting at 12:43 PM.

APPROVED:

Mayor Soo Ing-Moody

ATTEST:

Clerk/Treasurer Randy Kilmer