



**Town of Twisp
Council Meeting
Tuesday 5:30 PM August 12th, 2025**

Location: Twisp Civic Building

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

URL: <https://meet.goto.com/437747061>

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

Access Code: **[437-747-061](tel:+1437747061)**

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. 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 in the meeting minutes.



**Town of Twisp
Council Meeting Agenda
Tuesday 5:30 PM August 12th, 2025**

Call to Order and Roll Call

Pledge of Allegiance

Request for Additions &/or Changes

Public Comment Period

Routine Items:

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

New/Old Business:

- **Presentation:** Sustainability Pathways Fellowship – WWU - Kay Quatsoe
- **Discussion/Action:** Twisp Town Council Position #2 Swear In – Tim McGuire
- **Discussion:** Update on Draft Proclamation Affirming Twisp's Commitment to Constitutional Rights and Civil Liberties
- **Discussion/Action:** Interlocal Agreement for Provisions of District Court Services
- **Discussion/Action:** Solar Project Contract Extension – Twisp/Department of Commerce
- **Discussion/Action:** Council Committee/Commission/Board Assignments

Consent Agenda:

1. **Accounts Payable/Payroll**
2. **Minutes – 07/22/25**

Adjournment

***TOWN OF TWISP
OATH OF OFFICE***

*State of Washington
County of Okanogan*

*I, _____, do solemnly swear that I will support the laws and
Constitution of the United States of America, of the State of Washington and the Town of
Twisp, and that I will faithfully and impartially perform and discharge the duties of the
office of Council Member for the Town of Twisp according to law, and the best of my
ability.*

NAME

Subscribed and sworn before me on this _____ day of _____, 20__.

Mayor



August 12, 2025 – Packet Memo

To: Twisp Town Council

From: Mayor Smith

RE: Final Draft Proclamation Affirming Twisp's Commitment to Constitutional Rights and Civil Liberties

Council requested that this Proclamation come back with any additional final edits created by the drafting efforts between Mayor Smith and Kathleen Manseau. The version presented in the packet is ready for Council consideration for adoption, however Council wished that the Proclamation not be voted on until the August 26th Council Meeting so the public could have ample time to weigh in on the proposed Proclamation.

If the current version presented pleases the Council, I will publish this final draft version to the town website with a Mayor's Message asking for input/feedback from constituents prior to the August 26th meeting. Information gathered from the public will be provided to the Council for consideration at the August 26th meeting.



Town of Twisp

PROCLAMATION

WHEREAS, citizens of Twisp have requested that its elected officials adopt a statement proclaiming that the municipal government of Twisp will abide by the Constitutions of the United States and the State of Washington; and

WHEREAS, Twisp's elected officials have previously sworn an oath to support the laws and Constitution of the United States of America, of the State of Washington and the Town of Twisp, and to faithfully and impartially perform and discharge their duties of elected office according to law and the best of their abilities; and

WHEREAS, unlawfully withholding or impairing civil liberties and constitutional rights are tyrannical acts inconsistent with the values of the United States of America, the State of Washington, or the community of Twisp.

NOW, THEREFORE, the Town of Twisp affirms its commitment to lawfully preserve the constitutional rights of all people within its jurisdiction, including equal protection under the law, freedom of speech, religion, association and assembly, freedom from unreasonable search and seizure, **and right to due process** privacy. The Town of Twisp recognizes that illegal infringement of the constitutionally guaranteed rights and civil liberties of the people, under color of law, is an abuse of power, a breach of the public trust, a misappropriation of public resources, a violation of civil rights, and is beyond the scope of government authority.

PASSED BY THE TOWN COUNCIL this th day of 2025.

Hans Smith, Mayor

Katrina Auburn, Council Member

Wyatt Lundquist, Council Member

Will Menzies, Council Member

Tim Matsui, Council Member

ATTEST:

Randy Kilmer, Clerk/Treasurer



August 12, 2025 – Packet Memo

To: Twisp Town Council

From: Town Staff

RE: INTERLOCAL AGREEMENT FOR PROVISIONS OF DISTRICT COURT SERVICES

After previous discussions with council, the Mayor's office and staff have worked with county officials to provide the following draft agreement. This is being presented as an advance review, and there may be requested changes from the country before it is presented in its final form.

INTERLOCAL AGREEMENT FOR PROVISIONS OF DISTRICT COURT SERVICES

THIS INTERLOCAL AGREEMENT FOR PROVISIONS OF DISTRICT COURT SERVICES (“AGREEMENT”) between Okanogan County, Washington (“County”) and the Town of Twisp (“Town”) is entered into this ____ day of _____, 2025. Collectively, the County and the Town are referred to as the “Parties”.

Whereas, the Town intends to terminate its municipal court operating under RCW 3.50; and

Whereas, it is necessary for Town to contract with the County to set a filing fee for costs associated with prosecution and adjudication of civil infractions as a result of the Town’s termination of its municipal court; and

Whereas, RCW 3.62.070 provides for charging of a filing fee for every civil infraction action filed by municipalities in county district courts; and

Whereas, RCW 3.62.070 further provides that such filing fees be established pursuant to an agreement as provided for in chapter 39.34 RCW, the Interlocal Cooperation Act.

NOW, THEREFORE, in consideration of the mutual benefits described herein, the undersigned Parties agree as follows:

Section 1. Term. This agreement shall be effective from _____, 2025, and shall remain in effect until _____, 20____, subject to automatic renewal for an additional five (5) year term, without any need for additional action by either party, under the same terms and conditions, unless terminated or modified pursuant to Section 1.1.

1.1 Termination and Review. This Agreement is terminable by either party without cause and in its sole discretion as provided in RCW 3.50.810, as amended. Furthermore, either party may provide notice no later than October 15 of the current contract year indicating a desire to review or modify the Agreement for the ensuing calendar year. The party desiring to modify or review the Agreement will also provide any written documentation necessary for the parties to adequately evaluate any proposed modifications.

Section 2. Administration. The Court shall be known as the Twisp Municipal Department of the Okanogan County District Court and shall be administered by the Judges of that Court.

Section 3. Duties of the Town. The Town shall file all civil infractions with the Okanogan County District Court (“District Court”). The Town shall pay a filing fee of \$35.00 for each new civil infraction filed by its officers or employees based upon a monthly billing statement provided by the District Court. It will be the Town’s responsibility to remit any portion of the revenue collected by the District Court due and owing to the State of Washington to the proper state agency or entity.

Section 4. Duties of the County. The County agrees to provide all judicial and court services necessary to adjudicate all matters arising from violations of traffic and non-traffic civil infractions, including violations of Town ordinances, occurring within the Town in a manner consistent with the laws, regulations, court rules and standard practices of district courts of the State of Washington. This Agreement does not provide for prosecution services or any other attorney services on the part of the County, or the services of any department other than the District Court. The District Court shall account for all income generated as a result of the management of such infractions and shall remit the same to the Town on a monthly basis.

Section 5. Dispute Resolution. In the event that a dispute arises under this Agreement, the Parties shall make a good faith effort to negotiate a resolution. If unable to reach an agreement, either party may invoke binding arbitration. If the issue pertains to the fee charged, binding arbitration shall be governed by RCW 3.62.070. However, nothing shall prevent the Parties from extending negotiations or mutually engaging mediation services in an attempt to resolve the dispute.

Section 6. Indemnification.

6.1 Town Ordinances, Rules and Regulations. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the Town from any liability or responsibility which arises in whole or in part from the existence or effect of Town ordinances, rules or regulations, policies or procedures. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any Town ordinance, rule or regulation, policy or procedure is at issue, the Town shall defend the

same at its sole expense, and if judgment is entered or damages are awarded against the Town, the County, or both, the Town shall satisfy the same, including all chargeable costs and attorney's fees.

6.2 Town Indemnification of the County. The Town shall indemnify, defend and hold harmless the County, its officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, including costs and attorney's fees in defense thereof, which arise out of the Town's acts, errors or omissions with respect to the subject matter of this Agreement.

6.3 County Indemnification of the Town. The County shall indemnify, defend and hold harmless the Town, its officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, including costs and attorney's fees in defense thereof, which arise out of the County's acts, errors or omissions with respect to the subject matter of this Agreement.

6.4. Concurrent Actions. The County or the Town's obligation to indemnify, defend and hold harmless for violations caused by or resulting from concurrent actions or negligence of the Town and the County shall apply only to the extent that each Parties' actions or negligence caused or contributed thereto.

6.5. Actions Contesting Agreement. Each party shall appear and defend any action or legal proceeding brought to determine or contest: (i) the validity of this Agreement; (ii) the legal authority of the Town and/or County to undertake the activities contemplated by this Agreement. If both Parties to this Agreement are not named as parties to the action, the party named shall give the other party prompt notice of the action and provide the other an opportunity to intervene. Each party shall bear any costs and expenses taxed by the court against it; any costs and expenses assessed by a court against both Parties jointly shall be shared equally.

Section 7. Independent Contractor. Each party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of the Town a County employee for any purpose, including, but not limited to, the withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded Town employees by virtue of their employment.

At all times pertinent hereto, employees of the County are acting as County employees and employees of the Town are acting as Town employees.

Section 8. Notice. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other party:

To the County:
Okanogan County District Court
Attn: District Court Administrator
P.O. Box 980
Okanogan, WA 98840

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

Section 9: Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions thereof, and such other provisions shall remain in full force and effect. Notwithstanding the forgoing, this Agreement shall be subject to re-negotiation as provided for the Section 1.1.

Section 10. Assignability. The rights, duties and obligations of either party to this Agreement may not be assigned to any third party without prior written consent of the other party, which consent shall not be reasonably withheld.

Section 11. Captions. The section and paragraph captions used in this Agreement are for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement.

Section 12. Entire Agreement. This Agreement, inclusive of any exhibits or attachments hereto, contains the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all prior

written or oral understandings, agreements or promises or other undertakings of the parties.

Section 13. Amendment or Waiver. This Agreement may not be modified or amended except by written instrument approved by resolution or ordinance duly adopted by the Town and the County. No course of dealing between the Parties or any delay in exercising any rights hereunder shall operate as a waiver of any rights of any party.

Section 14. No Third-Party Rights. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the Parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.

Section 15. Counterparts. This Agreement may be executed in two counterparts, and each such counterpart shall be deemed to be an original instrument. Both such counterparts together will constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed this date pursuant to appropriate authorizing resolutions of each respective party.

TOWN OF TWISP:

By _____
Hans Smith, Mayor

ATTEST:

Randy Kilmer, Town Clerk-Treasurer

Signed at Okanogan, Washington this _____ day of _____, 2025.

COUNTY OF OKANOGAN by its Board of Commissioners:

Jon Neal, Chairman

Andy Hover, Member

Nick Timm, Member

Attest:

Lalena Johns, Clerk of the Board

Esther Milner, Okanogan County DPA



August 12, 2025 – Packet Memo

To: Twisp Town Council

From: Town Staff

RE: Extension of Solar Project Grant – Department of Commerce

Due to delays in equipment the original term of this contract was not sufficient to complete the tasks on the scope of work. Department of commerce has authorized an extension to the existing grant funding for the remaining tasks on the project. The budget is revised with the remaining funds to be disbursed/ The completed deliverables have been struck out in the scope of work and the additional task of installing an EV charger with remaining funds is added.



Interagency Agreement with

Town of Twisp

through

Community Decarbonization Program 2024

**Contract Number:
24-92201-118**

For

Town of Twisp Civic Building Solar Battery Energy Storage System 2025

Dated: Wednesday, August 6, 2025

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Face Sheet

Contract Number

**Energy Division
Energy Programs in Communities (EPIC)
Community Decarbonization RFA 2024**

1. Contractor Town of Twisp PO Box 278 118 S. Glover St. Twisp, WA 98856		2. Contractor Doing Business As (as applicable) 	
3. Contractor Representative Andrew Denham Public Works Director (509) 997-4081 publicworks@townoftwisp.com		4. COMMERCE Representative Noah Martin Program Manager Noah.martin@commerce.wa.gov 1011 Plum St. SE Olympia, WA 98504	
5. Contract Amount \$244,076.58	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		7. Start Date
8. End Date 			
9. Federal Funds (as applicable) N/A		10. Federal Agency: N/A	
11. ALN N/A			
12. Tax ID # 91-6001521	13. SWV # 0018013-00	14. UBI # 248-000-005	15. UEI # S7DLR8S7XMP2
16. Contract Purpose Installation and Commissioning of a 50.43 kW DC/50 kW AC solar array with an adjacent battery energy storage system (BESS) of 125 kW/880 kWhs. The system will give the town a minimum of 1.5 days of resiliency during a grid outage. This contract is intended to complete the scope of work originally outlined in Commerce Contract #24-92201-118.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" –Reporting, Attachment "D" - Proviso			
FOR CONTRACTOR <hr/> Hans Smith, Mayor <hr/> Date		FOR COMMERCE <hr/> Jennifer Grove, Assistant Director Energy Division <hr/> Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

DECLARATIONS

The Washington State Department of Commerce (Commerce) has been appropriated funds by the Washington State Legislature to provide grants to promote Washington's commitment to equitable, clean energy development.

CLIENT INFORMATION

Legal Name:	Town of Twisp
Agreement Number:	Please enter Contract Number
Award Year:	2024
State Wide Vendor Number:	SWV0018013

PROJECT INFORMATION

Project Title:	Town of Twisp Civic Building Solar Battery Energy Storage System 2025
Project Address:	118 Grover St. S
Project City:	Twisp
Project State:	WA
Project Zip Code:	98856

GRANT INFORMATION

Grant Amount:	\$244,076.58
Non-State Match (1:X)	N/A
Type of Match Accepted:	N/A
Earliest Date for Reimbursement:	July 1, 2025
Time of Performance:	July 1, 2025 – June 30, 2026

Program Specific Terms and Conditions

As identified herein, notwithstanding General & Specific Terms and Conditions SECTIONS, the following Program Specific Terms and Conditions take precedence over any similarly referenced Special or General Terms and Conditions:

1. **BILLING AND COMPENSATION FOR PERFORMANCE BASED CONTRACT (Replaces Special Terms and Conditions #4 Billing Procedures and Payment)**

COMMERCE will pay Contractor not more often than monthly upon acceptance of services provided and receipt of properly completed invoices for completed milestones, which shall be submitted to the Representative for COMMERCE.

The Contractor shall provide the Representative of COMMERCE a signed electronic Invoice A19 form that includes the contract number referenced on the declarations page.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed and the milestone number(s) achieved.

The Contractor is required to maintain documentation to support invoiced costs and cost share obligations. The Contractor shall make these documents available to COMMERCE if requested.

COMMERCE will pay Contractor the amounts set forth in Attachment B upon full completion of each milestone. Upon full completion of each Milestone, Contractor will provide an invoice and any required supporting documentation to the Representative of COMMERCE. Except as may be agreed by COMMERCE in its discretion, COMMERCE shall only be obligated to make payments upon demonstration of completion of all Deliverables within a given Milestone.

However, it is acknowledged that in the event one or two Deliverables of a Milestone is unduly delayed (more than 3 months) due to circumstances outside Contractor's control, COMMERCE may, in its sole discretion, reasonably negotiate with Contractor regarding paying for those Deliverables of such Milestones that are completed.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

2. **SUBCONTRACTING** (Replaces General Terms and Conditions #15 Subcontracting)

The Contractor may only subcontract work contemplated under this Contract if it provides written notification to COMMERCE of any subcontractors who will be performing work under this Grant Agreement. The written notice must provide the names and address of the subcontractor with a brief description of which tasks within the Contractor Scope of Work (Attachment A) that will be undertaken by the subcontractor(s).

The Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract.

In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties. Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

All reference to the Contractor under this clause shall also include Contractor's employees, agents or subcontractors.

3. **PREVAILING WAGE LAW**

The Contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this Agreement, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request

4. **HISTORICAL OR CULTURAL ARTIFACTS**

Prior to approval and disbursement of any funds awarded under this Contract, Contractor shall complete the requirements of Governor's Executive Order 21-02, where applicable, or Contractor shall complete a review under Section 106 of the National Historic Preservation Act, if applicable.

Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Contractor shall, in accordance with Governor's Executive Order 21-02 coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. Contractor agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Contractor shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement

Immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Contractor shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, Contractor agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permit.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Contractor finds it necessary to amend the Scope of Work the Contractor may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act

5. ACKNOWLEDGMENT OF CLIMATE COMMITMENT ACT FUNDING

If this Agreement is funded in whole or in part by the Climate Commitment Act, Grantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Grantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

"The [PROGRAM NAME / GRANT / ETC.] is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

The Grantee agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at [CCA brand toolkit](#), including:

- A. Any project related website or webpage that includes logos from other funding partners;
- B. Any publication materials that include logos from other funding partners;

- C.** Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
- D.** Any equipment purchased with CCA funding through a generally visible decal.

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$244,076.58, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

EXPENSES

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed \$0, which amount is included in the Contract total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

4. BILLING PROCEDURES AND PAYMENT (Replaced by Program Specific Terms and Conditions #1 Billing and Compensation for Performance Based Contract)

~~COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.~~

~~The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number _____. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement. Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.~~

~~COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.~~

~~No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.~~

~~Invoices and End of Fiscal Year~~

~~Invoices are due on the 20th of the month following the provision of services.~~

~~Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date. The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.~~

Duplication of Billed Costs

~~The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.~~

Disallowed Costs

~~The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.~~

~~COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).~~

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Attachment D – Proviso
- Program Specific Terms and Conditions
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Reporting
- Contractor's original Application for the Community Decarbonization grant

General Terms and Conditions

1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law.

The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures.

The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C.** Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The

Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING (Replaced by Program Specific Terms and Conditions #2 Subcontracting)

~~The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.~~

~~If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.~~

~~Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.~~

~~Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.~~

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or

acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.

- B.** The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C.** If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E.** All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work

Project Name: Town of Twisp Civic Building

Site Address: 118 Glover St S Twisp WA 98856

Serving electric utility: Okanogan County PUD

System Size

Solar array size (kW DC): 50.43kW	Battery energy storage system power rating (kw): 125
Solar array size (kW AC): 50kW	Battery energy storage system energy capacity (kWh): 880

Mounting Type

<input type="checkbox"/> Ground	<input checked="" type="checkbox"/> Roof	<input type="checkbox"/> Canopy
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Major Components: List major equipment to be installed across all project sites.

Quantity	Make and Model	Equipment
123	Silfab SIL 410 Elite	Solar modules
4	SolarEdge SE50KUS	Inverters
62	P1201	Module level power electronics
1	ELM Container of Kore Power 1	Batteries
4	IronRidge and S5 Clamps	Racking
1	Cyber EVSE CSE1	Dual Port EV Charger

Permits Required

<input checked="" type="checkbox"/> Electrical	<input checked="" type="checkbox"/> Building	<input type="checkbox"/> Land use
<input type="checkbox"/> SEPA	<input type="checkbox"/> NEPA	<input type="checkbox"/> Other (please specify): Click or tap here to enter text.

Project Summary:

The Civic Building was designed for roof-top photovoltaic (PV), making integration of proposed infrastructure straightforward. The PV system, purchased and installed under Contract #24-92201-118, will be is 50.43 kW DC/50 kW AC, An adjacent battery energy storage system (BESS) of 125 kW/880 kWhs, purchased under Contract #24-92201-118, will be installed in this scope of work. The system will give the town 1.5-2 days of resiliency during a grid outage. The PV + battery will provide enough energy for the building to be independent of the power grid from April to mid-October. The town intends to use made-in-WA Silfab Elite 410W modules to meet Category F requirements. Made-in-WA inverters are not possible for a solar +

storage project of this size as no WA-made inverters have the hybrid grid-tied and battery compatibility. The building used 90,520 kWhs in the last 12 months; this system will produce 66,020kWhs, offset 73% of the building's energy, decrease the building's reliance on grid power from hydro and fossil fuels, and reduce the Town's electricity bill so more money can be spent on critical programs. The installation will complete the new (2022) Civic Building, ensuring its operation as a Civic Building, Emergency Operations Center, and community place for short-term refuge and recharging of essential batteries during environmental disasters - particularly for the most vulnerable populations who lack the resources to leave town during emergencies.

The full scope of work for this project was originally outlined in Contract #24-92201-118. Both the design and procurement milestones were fully completed during the course of Contract #24-92201-118's project timeline, and these elements of the original scope of work which were already completed under the original contract are struck through in this scope of work. However, delays in the circuit board which controls the BESS system meant that the installation and construction milestone could not be fully completed before the original project end date. Additionally, Town of Twisp has requested to expand the scope of work to include installation of 1 dual port (2 x 11.5kW) EVSE pedestal mount near the BESS to provide free public charging to the community that is also connected to the BESS/generator infrastructure to provide EV charging during a power outage. This is included in the current scope of work.

This project will ~~purchase and install a solar photovoltaic array and battery energy storage system (BESS)~~ at the project site above. These systems will provide power to support critical needs for the community in the event of a power outage.

The system will be designed with ~~PV modules warranted for a minimum of 25 years, inverters warranted for a minimum of 10 years, and batteries warranted for a minimum of 5 years.~~ The project owner will maintain the system and train personnel to operate the system in the event of an outage during the equipment's lifetime. ~~As described in the original funding application, facilities will remain open to the public or vulnerable populations during outages for the life of the equipment. Exceptions to these conditions may be granted by Commerce in writing on a case-by-case basis. If the system is enrolled in a demand response, grid services, or similar program with a utility or other third party, the system must maintain resilience functions as described in the original funding application and Commerce must approve any related program agreements in writing.~~

The scope of work includes:

- ~~Project Development, Design, and Contracting – August 2024~~
 - ~~Project development and design work to ensure the project is ready for construction. Equipment must be compliant with IEEE Standard 1547 unless Commerce grants an exception in writing.~~
 - ~~Select an installer for the project using the process described in their application~~
 - ~~The solar system and BESS must meet all applicable industry standards and codes including, but not limited to:~~
 - ~~UL 1741~~
 - ~~International Building Code~~
 - ~~International Fire Code~~
 - ~~National Electric Code~~
- ~~Procurement – September 2024~~
 - ~~Procure all equipment to complete the project~~
 - ~~Obtain a warranty certificate from the contractor~~
 - ~~Equipment data sheets – compliance with the following is required unless Commerce grants an exception in writing:~~
 - ~~Inverter based systems must comply with IEEE 1547, UL 1741, and the interconnection agreement.~~

- ~~▪ Non-inverter based systems must comply with IEEE 1547 and the interconnection agreement~~
 - ~~○ Apply for utility interconnection and secure agreement, including any fees~~
- **Equipment Delivery, Installation, and Construction – September 2025**
 - Procure dual port EV charger listed above
 - Complete site preparation and restoration activities related to mounting type as required to complete the project, including staging of equipment, trenching, roof preparation, concrete pads, fencing, and gravel or other surfacing as needed for safety, code requirements, access, or to prevent vandalism of the equipment. Other landscaping work other than restoring the disturbed areas to pre-construction conditions is not included in this scope.
 - Provide and install electrical gear and feeders required to connect the solar system and BESS to existing electrical service, including critical loads panels, transformer upgrades, and other necessary electrical changes identified in the original funding application.
 - ~~○ Supply and install a solar array including the equipment listed above~~
 - Supply and install BESS including equipment listed above
 - Supply and install the dual port EV charger listed above.
 - Install all equipment necessary to enable the solar system, BESS, and EV charger to safely operate independently of the electric grid in an outage
 - Any electrical and control system integration with other generators. Purchase and installation of generators other than the solar generator described above are not included in this scope
 - Procure and set up monitoring software
 - Pass inspections and pay associated fees
 - Any changes to the equipment listed above must be approved by Commerce in writing
- **Systems Integration and Commissioning – October 2025**
 - Pass inspections by all relevant regulators
 - Commission solar PV system, BESS, and EV charger and verify all system components are properly designed, installed, and optimized
 - Test the fully functional system and confirm whole system operation follows design intent as described in the application
 - Test control system that allows the system to operate independently of the grid in an outage
 - Receive operations and maintenance (O&M) manual and complete training from subcontractor on equipment and controls
- **Analytics and Monitoring – April 2026**
 - Collect a minimum of six months of information on the performance of the system and its impact on clean energy production and community resilience
 - Report measurement and verification results
 - Communicate the project narrative with a Fact Sheet based on the Commerce-provided template and at least one other mode of story-telling
 - Tax credit records or confirmation a tax credit was not utilize

Attachment B: Budget

All funding is subject to continued legislative authorization and re-appropriation where applicable.

Mile stone	Project Activity and Deliverable	Deliverable Description	Expected Completion Date	Percent of Grant	Applicant Match	Amount of Grant
A	Project Development, Design and Contracting	-	Aug 2024 (FY25)	18%	\$0.00	\$199,699.02
-	Project schedule	Up-to-date project schedule in Gantt chart format showing the interdependencies between design, procurement, delivery, installation and commissioning activities.	-	-	-	-
-	Contracting	Subcontract for each subcontractor	-	-	-	-
-	Design	Electrical diagram, structural analysis (if installing on flat roof), solar resource analysis, load analysis (if being utilized for backup power)	-	-	-	-
B	Procurement	-	Sep 2024 (FY25)	60%	\$0.00	\$665,663.40
-	Procure major equipment and services needed for installation	Copy of paid equipment invoice(s)	-	-	-	-
-	Warranty Certificate	Certification of equipment warranty	-	-	-	-
-	Apply for utility interconnection	Copy of interconnection application to serving utility.	-	-	-	-
C	Equipment Delivery, Installation and Construction	-	Sep 2025 (FY26)	19%	\$0.00	\$210,793.41
	Secure permits	Copies of all permits required by local AHJs.				
	All major equipment and materials delivered to site	Bill of Materials (BOM) showing delivery of all major equipment from scope of work to project site.				

	All equipment installed	Photos showing all major equipment from scope of work installed.				
	Inspections by AHJs passed	Letter, document or email from AHJ reporting passed inspections.				
D	Systems Integration and Commissioning		Oct 2025 (FY26)	2%	\$0.00	\$22,188.78
	Permission to operate and go live	Document, letter, or email from utility confirming system is ready to operate. Energize system.				
	Operations and Maintenance (O&M) manual and owner training	Subcontractor-provided O&M manual for system and document, letter, or email confirming subcontractor provided operation and maintenance training to system owner.				
	Full functional system testing	System Acceptance Test (SAT) report describing results of tested outage scenarios. Tests must confirm that whole system operation follows design intent and meets community building's requirements.				
E	Measurement and Verification	<i>Measurement and Verification period may be extended to one year after system installation if Commerce funding is maintained.</i>	Apr 2026 (FY26)	1%	\$0.00	\$11,094.39
	Provide resilience and performance data to analytics team	Collect a minimum of six months of information on performance of system and impact on community resilience				
	Resilience report	Summary of information demonstrating value, use, and impact of solar plus storage				

		system over performance period.			
	Tax Credit Records	Tax credit records or confirmation a tax credit was not utilized			
	Story telling	Complete Commerce-provided Fact Sheet and at least one other mode of project narrative communication.			
			100%		\$244,076.58
				FY26 subtotal:	\$244,076.58
				Total grant amount:	\$244,076.58

Attachment C: Reporting

The Contractor must provide quarterly written reports and/or host a regular quarterly video and/or phone call with COMMERCE for project update purposes. Phone contact should cover current status of the project and any barriers that are potentially affecting the project schedule.

The Contractor shall provide a quarterly report to COMMERCE, no later than 15 days after the end of each quarter. The report form will be provided by Commerce. The report should describe the project activity that occurred during the quarter, including but not limited to:

1. A narrative summarizing project activities, risks and issues mitigated, and lessons learned;
2. The project milestones met to date and anticipated in the subsequent quarter (such as through a project Gantt Chart schedule provided quarterly in Microsoft Project format showing actual progress to date along with the baseline schedule developed at project kickoff etc.); and,
3. Any additional metrics required from the capital budget proviso, legislature, governor's office, or COMMERCE.
4. Quarterly updated invoice projection sheet for grant expenditures. Commerce will provide the invoice projection sheet;

A final report and fact sheet will be submitted to Commerce. Commerce will provide the fact sheet template and may request the fact sheet be updated as conditions warrant.

Attachment D: Proviso

Clean Energy Fund Program (40000294)

2023-2025 CAPITAL BUDGET

ENGROSSED SUBSTITUTE SENATE BILL 5949 Chapter 375, Laws of 2024

Passed Legislature - 2024 Regular Session

Sec. 1006. 2023 c 474 s 1017

2023-25 Clean Energy Fund Program (40000294)

Grid Integration and Innovation Grants - \$20,000,000

(12) \$20,000,000 of the appropriation in this section is provided solely for grants for electrical grid integration and innovation projects. To be eligible, a project must develop and demonstrate distributed energy resources, as defined in [RCW 19.405.020](#), and nonwire alternatives that advance community resilience, support implementation of demand response and sustainable microgrids, improve integration of renewable energy and energy storage, and accelerate beneficial load integration and demand management for building electrification, equipment electrification, and electric vehicle charging.

Climate Commitment Account—State.	(\$60,000,000)	\$50,000,000
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August 12, 2025 – Packet Memo

To: Twisp Town Council

From: Town Staff

RE: Council Committee/Commission/Board Assignments

With a change in council members, it becomes necessary to reassign committee and liaison assignments. This can be revisited as needed and will be necessary after the first of the year with incoming new council members.

A current roster has been provided for your review, with VACANT positions marked as a result of Mr. Studen's resignation.

2025
COUNCIL COMMITTEE ASSIGNMENTS

**Public Works: Water, Sewage & Treatment Plant, Streets, Flood Control,
Airport, Buildings and Library – Meets as needed**

Council Member Menzies and Council Member Lundquist

Public Safety: Police, Fire, EMS, Nuisance Abatement – Meets as needed

Council Member Matsui and Council Member **VACANT**

Finance: Budget, Taxes, Licenses, Investments, Audit – Meets as needed

Council Member **VACANT** and Council Member Auburn

Methow Watershed Council – Mayor Appointed Designees – Meets 3rd Thurs 5pm

Mayor Smith and Council Member Matsui, Alternate

Okanogan Council of Governments –Meets 2nd Monday 4:30 pm

Mayor Smith and Council Member **VACANT** Alternate

Okanogan County Transit Authority – Monthly on 3rd Wednesday 8:30 am

Council Member **VACANT**

Twisp Economic Revitalization Committee – Meets as needed

Council Member Menzies and Council Member Auburn

Creative District Committee – Meets as needed

Council Member Menzies and Council Member Lundquist

Liaison: Twisp Chamber of Commerce – Meets 2nd Thursday 9am TwispWorks

Council Member Auburn and Council Member Matsui Alternate

Liaison: Planning Commission – Meets 2nd and 4th Wednesday of Month

Council Member Auburn and Council Member Matsui

Liaison: Parks and Recreation, Pools, Parks and Trails - Meets Bimonthly or as needed

Council Member Lundquist and Council Member Matsui, Alternate

Liaison: Twisp Airport Advisory Board – Meets Bimonthly or as needed

Council Member Auburn and Council Member Menzies

Liaison: Tree Board – Meets Bimonthly or as needed

Council Member Menzies and Council Member Lundquist Alternate

WARRANT/CHECK REGISTER

Town Of Twisp

Time: 14:40:24 Date: 08/12/2025

08/12/2025 To: 08/12/2025

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
1588	08/12/2025	Claims	1	EFT	Rudnick & Sons Construction	547,765.89	
1589	08/12/2025	Claims	1	EFT	Strider Construction	1,055,245.37	
1590	08/12/2025	Claims	1	40041	24-7 Property Maintenance LLC	12,521.04	
1591	08/12/2025	Claims	1	40042	Aquatic Specialty Services, Internationa	819.64	
1592	08/12/2025	Claims	1	40043	Len & Tamra Baublitz	389.41	
1593	08/12/2025	Claims	1	40044	Boulder Park Inc.	430.30	
1594	08/12/2025	Claims	1	40045	Cascade Pipe & Feed Supply, Inc	389.61	
1595	08/12/2025	Claims	1	40046	CenturyLink Communications, LLC	411.34	
1596	08/12/2025	Claims	1	40047	Core & Main LP	421.23	
1597	08/12/2025	Claims	1	40048	Crown Paper & Janitorial	80.68	
1598	08/12/2025	Claims	1	40049	EcoPlan & Design	5,665.00	
1599	08/12/2025	Claims	1	40050	FedEx	88.22	
1600	08/12/2025	Claims	1	40051	Dwight & Annie Filer	99.89	
1601	08/12/2025	Claims	1	40052	Jones Concrete, LLC	5,237.17	
1602	08/12/2025	Claims	1	40053	Marine Industrial Tank Inc	4,218.75	
1603	08/12/2025	Claims	1	40054	Methow Valley Lumber, Inc.	174.59	
1604	08/12/2025	Claims	1	40055	Methow Valley News Publishing LLC	309.00	
1605	08/12/2025	Claims	1	40056	Methownet.com	499.00	
1606	08/12/2025	Claims	1	40057	National Barricade & Sign Co	260.88	
1607	08/12/2025	Claims	1	40058	North 40 Outfitters -#12	86.79	
1608	08/12/2025	Claims	1	40059	Okanogan County Public Health	70.00	
1609	08/12/2025	Claims	1	40060	Okanogan County Sheriff's Off	27,025.00	
1610	08/12/2025	Claims	1	40061	PumpTech, LLC, Dept #2362	300.00	
1611	08/12/2025	Claims	1	40062	Quill	14.45	
1612	08/12/2025	Claims	1	40063	Rosauers Twisp	133.50	
1613	08/12/2025	Claims	1	40064	Local Programs ST of WA Dept Transportation	6,563.43	
1614	08/12/2025	Claims	1	40065	Simple Power IT	7,872.56	
1615	08/12/2025	Claims	1	40066	Town of Winthrop	102.15	
1616	08/12/2025	Claims	1	40067	Twisp Auto Parts	66.56	
1617	08/12/2025	Claims	1	40068	Twisp Feed Store	21.72	
1618	08/12/2025	Claims	1	40069	USA BlueBook	5,591.96	
1619	08/12/2025	Claims	1	40070	Utilities Underground	18.90	
1620	08/12/2025	Claims	1	40071	Valley Hardware Do It Center	336.39	
1621	08/12/2025	Claims	1	40072	Valley Hospitality Resources, INC	2,535.00	
1622	08/12/2025	Claims	1	40073	Valley Inspection Service	3,275.40	
1623	08/12/2025	Claims	1	40074	Varela & Associates, Inc	2,398.23	
1624	08/12/2025	Claims	1	40075	Verizon Wireless	668.09	
1625	08/12/2025	Claims	1	40076	Vestis First Aid Safety Lockbox	312.34	
1627	08/12/2025	Claims	1	40077	Visa	856.80	
1628	08/12/2025	Claims	1	40078	W. Scott DeTro	6,005.98	
1629	08/12/2025	Claims	1	40079	WasteWise Methow	1,013.64	
1630	08/12/2025	Claims	1	40080	Whitley Fuel LLC	910.18	
						54,772.86	001 General Fund
						12,521.04	007 COM - Solar Project
						547,765.89	011 WSDOT - North End SR 20 Ped/Bike Path
						339.40	101 Street Fund
						12,016.18	102 Transportation Benefit District
						1,555.14	103 Tourism 2%
						5,879.89	401 Water Fund
						8,712.08	404 Sewer Fund
						1,055,245.37	406 ECGY/CWSRF - POTW Improvements
						2,398.23	407 USDA/CDBG - Collection System Improvements

WARRANT/CHECK REGISTER

Town Of Twisp

Time: 14:40:24 Date: 08/12/2025

08/12/2025 To: 08/12/2025

Page: 2

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
						Claims:	1,701,206.08
						1,701,206.08	

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

Clerk/Treasurer _____ **Date:** _____

Council Signatures:

Katrina Auburn _____

Aaron Studen _____

Wyatt Lundquist _____

Will Menzies _____

Tim Matsui _____

WARRANT/CHECK REGISTER

Town Of Twisp

Time: 13:11:45 Date: 08/08/2025

07/23/2025 To: 08/12/2025

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
1470	07/31/2025	Payroll	1		EFT	1,064.91	
1471	07/31/2025	Payroll	1		EFT	3,010.03	
1472	07/31/2025	Payroll	1		EFT	2,106.83	
1473	07/31/2025	Payroll	1		EFT	7,463.70	
1474	07/31/2025	Payroll	1		EFT	2,983.95	
1475	07/31/2025	Payroll	1		EFT	2,875.99	
1476	07/31/2025	Payroll	1		EFT	3,580.18	
1477	07/31/2025	Payroll	1		EFT	91.24	
1478	07/31/2025	Payroll	1		EFT	91.24	
1479	07/31/2025	Payroll	1		EFT	91.24	
1480	07/31/2025	Payroll	1		EFT	2,665.79	
1481	07/31/2025	Payroll	1		EFT	2,179.43	
1482	07/31/2025	Payroll	1		EFT	3,134.73	
1483	07/31/2025	Payroll	1		EFT	3,212.54	
1484	07/31/2025	Payroll	1		EFT	2,246.51	
1485	07/31/2025	Payroll	1		EFT	2,087.26	
1499	07/31/2025	Payroll	1		EFT Employment Security Department - PFML	1,102.78	Pay Cycle(s) 04/01/2025 To 06/30/2025 - LTC
1500	07/31/2025	Payroll	1		EFT Employment Security Department - PFML	1,382.45	Pay Cycle(s) 04/01/2025 To 06/30/2025 - PFML
1502	07/31/2025	Payroll	1		EFT Internal Revenue Service	21,914.39	941 Deposit for Pay Cycle(s) 07/01/2025 - 07/31/2025
1503	07/31/2025	Payroll	1		EFT AFLAC	29.40	Pay Cycle(s) 07/31/2025 To 07/31/2025 - AFLAC (Sec 125); Pay Cycle(s) 07/31/2025 To 07/31/2025 - AFLAC (Post)
1504	07/31/2025	Payroll	1		EFT Navia Benefit Solutions	2,254.32	Pay Cycle(s) 07/31/2025 To 07/31/2025 - Navia Benefit Solutions
1513	08/06/2025	Payroll	1		EFT AWC Employee Benefits Trust	8,068.18	Pay Cycle(s) 07/31/2025 To 07/31/2025 - AWC Medical
1514	08/06/2025	Payroll	1		EFT Department Of Retirement Systems	7,610.95	Pay Cycle(s) 07/31/2025 To 07/31/2025 - PERS 2; Pay Cycle(s) 07/31/2025 To 07/31/2025 - Deferred Comp; Pay Cycle(s) 07/31/2025 To 07/31/2025 - PERS 3
1486	07/30/2025	Payroll	1	14571		524.62	POOL PAYROLL
1487	07/30/2025	Payroll	1	14572		813.14	POOL PAYROLL
1488	07/30/2025	Payroll	1	14573		153.30	POOL PAYROLL
1489	07/30/2025	Payroll	1	14574		318.52	POOL PAYROLL
1490	07/30/2025	Payroll	1	14575		708.22	POOL PAYROLL
1491	07/30/2025	Payroll	1	14576		314.77	POOL PAYROLL
1492	07/30/2025	Payroll	1	14577		959.29	POOL PAYROLL
1493	07/30/2025	Payroll	1	14578		719.46	POOL PAYROLL
1494	07/30/2025	Payroll	1	14579		1,503.04	POOL PAYROLL
1495	07/30/2025	Payroll	1	14580		172.37	POOL PAYROLL
1496	07/30/2025	Payroll	1	14581		925.56	POOL PAYROLL
1501	07/31/2025	Payroll	1	40040	Teamsters Local Union No. 760	42.00	Pay Cycle(s) 07/31/2025 To 07/31/2025 - Teamsters Union Dues
						26,700.61	001 General Fund
						8,024.13	101 Street Fund
						23,976.60	401 Water Fund
						29,700.99	404 Sewer Fund

WARRANT/CHECK REGISTER

Town Of Twisp

Time: 13:11:45 Date: 08/08/2025

07/23/2025 To: 08/12/2025

Page: 2

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
						88,402.33	Payroll: 88,402.33

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

Clerk/Treasurer _____ **Date:** _____

Council Signatures:

Katrina Auburn _____

Aaron Studen _____

Wyatt Lundquist _____

Will Menzies _____

Tim Matsui _____

Town of Twisp

Council Minutes – 07/22/25

Mayor Smith called the Meeting to order at 5:31pm.

Council Members present: Mayor Smith
Katrina Auburn
Will Menzies
Wyatt Lundquist
Tim Matsui

Council Member absent:

Pledge of Allegiance

Council Member Lundquist lead the pledge of allegiance.

Request for Additions or Deletions to the Agenda:

Council Member Matsui made a motion to move the personnel policy agenda item up to be right after the MSRF agenda item. Council Member Menzies seconded the motion, and it passed unanimously.

Public Comment Period:

Dwight Filer-

Invited Mayor Smith and all Council Members to tour the tree nursery at Classroom In Bloom. The project has been a huge success, and he wants everyone to see it. He also invited everyone from the public to reach out and schedule a tour. His contact information can be found in the article about the program in Methow Valley School District Methow Pride Publication

Marcia Butchart-

Commented that she wanted to put in a good word for Mike Liu. He was the District Ranger for the Methow Valley Ranger District for years. He handled that position with integrity, wisdom, intelligence, and fairness. She stated that when he was running for the position on the school board there were things said about him. She wanted to say that none of those things were true, and she believes he will be a real benefit to the Town.

Doug Irvine-

Commented on the law regarding subdividing lots. He wants to call attention to presuppositions that we have that might be false or unfounded. It has been said that the town needs more housing, but he would like to see substantiated data showing how much and what type of housing we truly need. How do we safeguard the community and those already living here? How do we keep for-profit companies from capitalizing on us?

Mayors Report:

Mayor Smith reported that he is very excited about the interest in the open Council seat. He will be looking to the Council regarding what committees they want to stay committed to through the end of the year. Mayor Smith is also still needing assistance regarding the Civil Service Committee.

Staff Reports:

Director Denham-

Reported that the reservoir cleaning has been completed and the inspection will happen tomorrow. The chip seal project begins tomorrow at 7:00 AM. The sidewalks in front of Hank's will be repoured tomorrow as well. Paving for the SR20 project is set to begin on Monday and go through Tuesday. He stated to expect delays as SR20 will be turned into a one-lane road. The pool has been operating mechanically the best it has ever operated. Director Denham stated that as the WWTP project continues, it will take more of his time so he will be in and out of the office.

Committee/Commission/Board Reports:

Council Member Auburn-

Attended the Chamber's Sip-N-Chat on the 14th where a presentation was given for the Glover Street project. There was a great turnout with lots of great questions and answers.

Council Member Menzies-

Met with the three interns from Western to discuss their ideas regarding Maves Park and how to present it to Council. He has a Tree Board meeting tomorrow and a Creative District meeting on Thursday.

Council Member Matsui-

Reported that the Trails Collaborative has a working group working on the WATV routes for the County and Forest Service. There will be a survey sent out that focuses on the Methow Valley regarding ATV use. He attended a board meeting for the Economic Alliance where they had a presentation on how to help streamline business to profitability. Council Member Matsui also stated that Ross Lake NRA has a comment period open that looks like Town should contribute to.

New/Old Business:

Presentation: Glover Street Project Update – SCJ Alliance

Dan Ireland from SCJ gave a presentation on the Glover Street Project.

Discussion/Action: Twisp Town Council Position #2 Interview/Appointment

The council interviewed both applicants and made the following decision:

Council Member Menzies made a motion to appoint Tim McGuire to Council Position #2. Council Member Matsui seconded the motion, and it passed unanimously.

Discussion/Action: Airport Advisory Board Interview/Appointment

The council interviewed Lowell Neal and made the following decision:

Council Member Menzies made a motion to appoint Lowell Neal to the Airport Advisory Board. Council Member Matsui seconded the motion, and it passed unanimously.

Discussion/Action: Landowner Agreement for the Methow Salmon Recovery Foundation Salmon Habitat Restoration Project

Council Member Matsui made a motion to approve the Landowner Agreement. Council Member Lundquist seconded the motion, and it passed unanimously.

Discussion: Update on Draft Proclamation Affirming Twisp’s Commitment to Constitutional Rights and Civil Liberties

Mayor Smith worked with Kathleen Manseau and the other authors of the original document to come up with the draft being presented today. Mayor Smith stated that he is not asking for a vote tonight. Ms. Manseau wanted to bring more insight to the intention behind the original document. Mayor Smith requested feedback from the Council on how to proceed with a final version of the proclamation.

After discussion Council directed Mayor Smith to finalize the draft. Once a draft is approved, public input is requested before voting to accept.

Discussion/Action: Resolution #25-751 – Amend TMC Chapter 18 for Parking Mitigation

Council Member Matsui made a motion to approve the Resolution #25-751. Council Member Auburn seconded the motion, and it passed unanimously.

Discussion/Action: Ordinance #830 – Utility Payment Plan

Council Member Menzies made a motion to approve Ordinance #830 and the payment plan forms. Council Member Lundquist seconded the motion, and it passed unanimously.

Discussion/Action: Resolution #25-750 – Personnel Policy Update

Council Member Menzies made a motion to approve Resolution #25-750. Council Member Matsui seconded the motion, and it passed unanimously.

Consent Agenda:

- Accounts Payable/Payroll
- Minutes: 06/24/25, 07/08/25

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 22nd day of July 2025.

Accounts Payable	Checks #40013-40037	\$104,684.96	07/22/25
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Accounts Payable	EFT Trans #1373, 1407-1408	\$1,218,155	07/22/25
Payroll	EFT Trans #1315-1323	\$12,209.22	07/22/25
Payroll	Checks #14561-14570	\$12,650.00	07/22/25

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

Adjournment

There being no further business to come before the Council, Mayor Smith adjourned the meeting at 8:38 pm.

APPROVED:

Mayor Smith

ATTEST:

Clerk/Treasurer Randy Kilmer