



**Town of Twisp
Council Meeting
Tuesday, January 23rd, 2024**

Time Change: Executive Session at 5:00PM

Regular Session Beginning 5:30 PM

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/399597701>

If you would like to listen to the meeting over the phone, please use the following number: **[1 \(872\) 240-3311](tel:18722403311)**

Access Code: **[399-597-701](tel:399597701)**

Anyone who wishes to make a verbal public comment may register in person³⁻⁷ 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, January 23rd, 2024**

Time Change: Executive Session at 5:00PM

Regular Session Beginning 5:30 PM

Call to Order and Roll Call

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

- **Executive Session with Legal Counsel (RCW 42.30.110(1)i) – Potential Litigation (30 Minutes)**

Request for Additions &/or Changes to the Agenda

Public Comment Period

Routine Items:

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


New/Old Business:

- **Interviews Planning Commission Positions 1, 3, 4 – Anna Rose, Michael Bastian, Mark Tesch, Art Tasker** 3-7
- **Interviews Parks & Recreation Commission Positions 1, 2 – Allen Jircik, Nick Hershenow** 8
- **Discussion/Action: Ecology Funding Amendment 1 AGREEMENT NO. WQC-2022-TwisPW-00057 – Twisp POTW Improvements** 9-15
- **Discussion/Action: Public Works Board Funding Contract – Twisp Water System Plan** 16-44
- **Discussion/Action: Public Works Board Funding Contract – Glover Street Water Main** 45-74
- **Discussion/Action: Public Works Board Funding Contract – Painters Addition Emergency Egress** 75-104
- **Discussion/Action: STVR – Recommendations** 105-128
- **2024 Council Retreat**
-

Consent Agenda:

1. **Accounts Payable/Payroll**
2. **1/9/2024 Minutes**

Adjournment

	<p style="text-align: center;">Application for:</p> <p style="text-align: center;">Town of Twisp Boards and Commissions</p> <p style="text-align: center;">(Additional information or a resume may be submitted with this application)</p>	<p>DATE RECEIVED</p>
<p>The Town of Twisp utilizes volunteers, boards, commissions and committees to provide input and better services to the community. The purpose of these services is to enable the Town to take advantage of the extraordinary strengths, knowledge, talents and skills that citizens here possess and truly allow more hands to help shape our Town. Another goal is to provide opportunities to be involved and learn about our local government in a venue that might be less intimidating than running for office. Twisp is truly viewed as the Heart of the Methow Valley and our center of commerce and culture. We are looking for people with various types of life experience that will help develop the vision of the community and make decisions about the rules that govern us. This application is designed to give applicants an opportunity to share their background, experience, interests, and skills, enabling the Town Council and Mayor to make the best possible placements.</p>		
Personal Information		
Last Name <i>Rose</i>		First Name <i>Anna</i>
Middle Initial <i>R</i>		
Address <i>287 Twisp Wintthrop Eastside rd</i>		City/State <i>Twisp, WA</i>
Zip <i>98856</i>		
Home Phone <i>(509) 449-9010</i>	Message Phone <i>()</i>	Work Phone <i>()</i>
Email <i>anna.casey528@gmail.com</i>		
Are you over the age of 18? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		If not, give date of birth
Do you need any special accommodations for meetings or board activities? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If yes, describe:)		
Availability & Skills		
Availability <input checked="" type="checkbox"/> Long-term(>1 yr) <input type="checkbox"/> Short-term <input type="checkbox"/> Special Project		Are you currently employed in any business that might be doing business with the Town? Please name business: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Check the dates you can be available for meetings or work on the project (check all that apply) <input checked="" type="checkbox"/> Sunday <input checked="" type="checkbox"/> Monday <input checked="" type="checkbox"/> Tuesday <input checked="" type="checkbox"/> Wednesday <input checked="" type="checkbox"/> Thursday <input checked="" type="checkbox"/> Friday <input checked="" type="checkbox"/> Saturday		
What particular skill areas do you have experience in or are you interested in? Give details below: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Appeal Board of Adjustment <input type="checkbox"/> Civil Service Commission <input type="checkbox"/> Community Development Volunteer </div> <div> <input checked="" type="checkbox"/> Planning Commission <input type="checkbox"/> Volunteer Fireman <input type="checkbox"/> Tree Board </div> <div> <input type="checkbox"/> Community Police Advisory Board <input type="checkbox"/> Parks and Recreation Board <input type="checkbox"/> Other _____ </div> </div>		
What general skills/experience/education would you bring to the Town and share in your work? <i>I am a local business and home owner with a background in management.</i>		
Criminal convictions		
(We need to know this for bonding and insurance purposes) Have you ever been convicted of a felony or released from prison within the last ten (10) years, or a misdemeanor other than minor traffic offenses within the past three (3) years (A conviction will not necessarily bar you from appointment)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please explain:		
Medical Considerations		
Do you have any medical, physical, or emotional conditions that should be taken into consideration in arranging volunteer, commission, board, or committee assignments? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please explain:		
In case of emergency, please contact <i>Joe Walker</i>	Address/City/State/Zip <i>287 Twisp Wintthrop Eastside rd, Twisp 98856</i>	Phone <i>(405) 255-8414</i>
References (do not list relatives)		
Name	Address/City/State/Zip	Phone
<i>Rachael Levi</i>	<i>Twisp, WA</i>	<i>(509) 998-8568</i>
<i>Jim Salter</i>	<i>Twisp, WA</i>	<i>(509) 341-4326</i>
<i>Sam Thrasher-Soodak</i>	<i>Twisp, WA</i>	<i>(509) 997-0169</i>

Continued on reverse side

Notice to Volunteers

Persons appointed as volunteers or commission, board, and committee members are not considered to be Town of Twisp employees.

The data furnished on this form is furnished voluntarily and will be used to contact, interview, and place volunteer board or committee members.

Signature is Required

To the best of my knowledge, the information herein is true and complete. I understand that falsification of this application is grounds for dismissal as a volunteer board or committee member. Further, I give permission for an authorized representative of the Town of Twisp to conduct a state patrol criminal background check in accordance with RCW 43.43.830-839 and to inquire of individuals about my ability to perform all aspects of the volunteer board or committee position for which I am being considered; and I release the Town of Twisp and those individuals/institutions that provide information from any liability that may arise from the provision of this information.

As a volunteer board or committee member for the Town of Twisp, I am fully aware that the work associated with being a volunteer board or committee member can involve risks of physical injury or death. Being fully informed as to these risks and in consideration of my being allowed to participate in these Town programs, I hereby assume all risk of injury, damage, and harm to myself arising from such activities or use of Town facilities. I also hereby individually and on behalf of my heirs, executors, and assignees, release and hold harmless the Town of Twisp, their officials, employees, and agents, and waive any right of recovery that I might have to bring a claim or a lawsuit against them for any personal injury, death, or other consequences occurring to me arising out of my volunteer board or committee member activities.

I give permission to have my photo taken and used for publicity purposes by the Town. I authorize any necessary emergency medical treatment that might be required for me in the event of physical injury and/or accident to me while participating in any of these programs/activities.

Signature



Date

12/7/23

If under 18, parent or guardian's signature

Date

Return completed and signed applications to:

**Town of Twisp
PO Box 278
Twisp, WA 98856**

Questions can be directed to 997-4081, and additional information about the Town can be found on www.townoftwisp.com



Application for:

Town of Twisp Boards and Commissions

(Additional information or a resume may be submitted with this application)

DATE RECEIVED

The Town of Twisp utilizes volunteers, boards, commissions and committees to provide input and better services to the community. The purpose of these services is to enable the Town to take advantage of the extraordinary strengths, knowledge, talents and skills that citizens here possess and truly allow more hands to help shape our Town. Another goal is to provide opportunities to be involved and learn about our local government in a venue that might be less intimidating than running for office. Twisp is truly viewed as the Heart of the Methow Valley and our center of commerce and culture. We are looking for people with various types of life experience that will help develop the vision of the community and make decisions about the rules that govern us. This application is designed to give applicants an opportunity to share their background, experience, interests, and skills, enabling the Town Council and Mayor to make the best possible placements.

Personal Information

Last Name Bastian	First Name Michael	Middle Initial V
Address 12 Bond Lane		City/State Twisp
Home Phone (509) 997-0618		Zip 98856
Message Phone (214) 632-0280	Work Phone () NA	Email bastianmichael182@gmail
Are you over the age of 18? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If not, give date of birth	Do you need any special accommodations for meetings or board activities? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If yes, describe:)

Availability & Skills

Availability <input checked="" type="checkbox"/> Long-term(>1 yr) <input type="checkbox"/> Short-term <input type="checkbox"/> Special Project	Are you currently employed in any business that might be doing business with the Town? Please name business: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Check the dates you can be available for meetings or work on the project (check all that apply)

☐ Sunday ☒ Monday ☒ Tuesday ☒ Wednesday ☒ Thursday ☒ Friday ☐ Saturday

What particular skill areas do you have experience in or are you interested in? Give details below:

- | | | |
|---|---|---|
| <input type="checkbox"/> Appeal Board of Adjustment | <input checked="" type="checkbox"/> Planning Commission | <input type="checkbox"/> Creative District Board |
| <input type="checkbox"/> Civil Service Commission | <input type="checkbox"/> Tree Board | <input type="checkbox"/> Parks and Recreation Board |
| <input type="checkbox"/> Other | | |

What general skills/experience/education would you bring to the Town and share in your work? **(See Attached)**

40 years of work and 35 years of voluntary service

Criminal convictions

(We need to know this for bonding and insurance purposes) Have you ever been convicted of a felony or released from prison within the last ten (10) years, or a misdemeanor other than minor traffic offenses within the past three (3) years (A conviction will not necessarily bar you from appointment)?

☐ Yes ☒ No If yes, please explain:

Medical Considerations

Do you have any medical, physical, or emotional conditions that should be taken into consideration in arranging volunteer, commission, board, or committee assignments? ☐ Yes ☒ No

If yes, please explain:

In case of emergency, please contact Jane Ramberg	Address/City/State/Zip 12 Bond Lane Twisp WA 98856	Phone 469-964-3821
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References (do not list relatives)

Name	Address/City/State/Zip	Phone
Alan Caswell	13 Isabella Lane Twisp 98856	425-343-5432
Greg Knott	P.O. Box 1038 Winthrop 98862	509-429-8334
Peter Speer	P.O. Box 1096 Winthrop 98862	509-996-8417

Continued on reverse side

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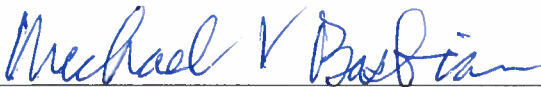
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12/22/2023

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Date

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PO Box 278
Twisp, WA 98856**

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Michael Vincent Bastian

12 Bond Lane Twisp 98856
214-632-0280
bastianmichael182@gmail.com

Summary of Volunteer Work for Community and Professional Associations

Volunteer, Methow at Home, 2023
Member, Methow Watershed Foundation Board of Directors, 2022 to present
Volunteer, Methow Watershed Council Outreach and Technical Committees, 2022 to present
Member, Methow Valley Fly Fishers Club Board of Directors, Chair of Scholarship Committee, 2022 to present
Member, Greater Dallas Planning Council Board of Directors; Chair, Water and Natural Resources Committee, 2013-2016
Member, Dallas Regional Chamber Water Committee, 2007-2016
Member, Trinity Commons Foundation Board of Directors, 2007-2015
Member, Water Environment Research Foundation Research Council; Chair, Ecological Effects and Watersheds Committee, 1996-2002
President, Society of Environmental Toxicology and Chemistry, South Central Chapter, 1989-1991

Relevant Work Experience

Most of my work experience relevant to the planning commission occurred during my employment with the engineering firm CH2M HILL from 1998 until my retirement in 2016. I was a vice president and area manager in North Texas during that time. I served as project executive for the design of (1) the 2000 acre Trinity Lakes Park in the Trinity River corridor and adjacent to downtown Dallas and (2) the repurposing of a 80 year-old vehicular bridge to a linear park connecting West Dallas to downtown. Both projects were intended to change land use and improve economic development and recreational opportunities in the middle of the city. The City of Dallas was the client for these projects and I worked for city governments throughout my career.

Over the years, I have worked as a scientist, project manager, business manager, and company executive.

Education

Masters Degree (M.S), Zoology, Oklahoma State University, 1981
Bachelor of Science (B.S.), Biology, University of Minnesota, 1978
Bachelor of Arts (B.A.), International Relations, University of Minnesota, 1974

Allen Jircik
324 Twisp River Rd B
Twisp, WA 98856
allenj@trailscollaborative.org
832-876-4627
11/30/2023

Randy Kilmer
118 S Glover St,
Twisp, WA 98856

Dear Members of the Parks & Recreation Commission,

I am writing to express my interest in serving on the Parks & Recreation Commission for the town of Twisp. As a resident passionate about community access to open spaces, I am eager to contribute my skills and enthusiasm to enhance our parks and recreational assets. I have worked to improve trail opportunities in the Methow Valley since the summer of 2018 and moved to Twisp from Winthrop this past year. In this time, I have witnessed the positive impact of community engagement and well-maintained recreational areas.

As the Trails Manager at the Methow Valley Trails Collaborative, I am dedicated to executing our organization's mission of building and strengthening relationships among trail managers, advocates, and user groups. Through this role, I actively support and enhance sustainable trail experiences in the Methow Valley by fostering collaboration and implementing practical solutions and strategies to ensure the functionality and longevity of our trail systems. I aim to bring the perspective of our collaborative partners and the spirit of cooperation to the Parks and Recreation Commission.

With a background in trail maintenance and management for the USFS Methow Valley Ranger District and my current role at the Trails Collaborative, I am confident in my ability to contribute meaningfully to the commission's goals. I look forward to discussing further and exploring how I can actively contribute to the continued success of Twisp's parks and recreation initiatives.

Thank you for considering my application.

Sincerely,

Allen Jircik



AMENDMENT NO. 1
TO AGREEMENT NO. WQC-2022-TwispPW-00057
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
Town of Twisp

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and Town of Twisp (RECIPIENT) for the Twisp Wastewater Treatment Improvement Design (PROJECT).

This amendment is needed to modify the scope of work, add additional funds to the budget, and change the completion date. The additional time is needed to complete the tasks added to the scope of work.

1) Modify Scope of Work, Task 2, Project Design, to include:

Task Description B:

- 12. Equalization tank.
- 13. Digester aeration and control improvements.
- 14. Sewer equipment garage.

2) Increase the budget in the amount of \$94,656, of which \$47,328 will be added to Loan EL220461 and \$47,328 will be added to Forgivable Principal Loan EF220462. Modifying the budget from \$779,000 to \$873,656, to cover the scope of work additions.

3) Extend the Completion Date from August 1, 2023, to September 30, 2023. Based on this date repayment will begin no later than September 30, 2024.

4) The Estimated Loan EL220461 Repayment Schedule Number AS-000000464 created on January 31, 2022, is replaced with Estimated Loan Repayment Schedule Number AS-000000779 created on January 3, 2024.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Total Cost:

Original: 779,000.00 Amended: 873,656.00

Total Eligible Cost:

Original: 779,000.00 Amended: 873,656.00

Expiration Date:

Original: 08/01/2023 Amended: 09/30/2023

CHANGES TO THE BUDGET

Funding Distribution EL220461

Funding Title: SRF Loan

Funding Type: Loan

Funding Effective Date: 05/01/2021

Funding Expiration Date: 09/30/2023

Funding Source:

Title: CWSRF-SFY22 (State)

Fund: FD0727

Type: State

Funding Source %: 100%

Description: The Clean Water Act (CWA) (33 U.S.C 1251-1387) established the State Revolving Fund (SRF) low interest loans program (40. C.F.R. Part 31, 35 Sub Part K). Washington State administers the program under Chapter 173-98 WAC. The portion of this project funded with this funding distribution comes from non-federal source and are not subject to Federal Funding Accountability and Transparency Act (FFATA) and Single Audit Act (SAA). However, this project is subject to the federal requirements outlined in Section 4 and 5 of agreement terms and conditions.

Approved Indirect Costs Rate: Approved State Indirect: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Effective Interest Rate: 1.2% Interest Rate: 0.9% Admin Charge: 0.3%

Terms: 20 years

Project Start Date: 05/01/2021

Project Completion Date: 09/30/2023

Estimated Initiation of Operation date:

Loan Security: Revenue Secure Lien Obligation of the Recipient

Final Accrued Interest: \$

Final Loan Amount: \$

Repayment Schedule Number: 779

SRF Loan	Task Total
Grant and Loan Administration	\$ 5,000.00
Project Design	\$ 431,828.00

Total: \$ 436,828.00

CHANGES TO THE BUDGET

Funding Distribution EF220462

Funding Title: SRF Forgivable Principal

Funding Type: Forgivable Loan

Funding Effective Date: 05/01/2021

Funding Expiration Date: 09/30/2023

Funding Source:

Title: CWSRF-SFY22 (State)

Fund: FD0727

Type: State

Funding Source %: 100%

Description: The Clean Water Act (CWA) (33 U.S.C 1251-1387) established the State Revolving Fund (SRF) low interest loans program (40. C.F.R. Part 31, 35 Sub Part K). Washington State administers the program under Chapter 173-98 WAC. The portion of this project funded with this funding distribution comes from non-federal source and are not subject to Federal Funding Accountability and Transparency Act (FFATA) and Single Audit Act (SAA). However, this project is subject to the federal requirements outlined in Section 4 and 5 of agreement terms and conditions.

Approved Indirect Costs Rate: Approved State Indirect: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

SRF Forgivable Principal	Task Total
Grant and Loan Administration	\$ 5,000.00
Project Design	\$ 431,828.00

Total: \$ 436,828.00

CHANGES TO SCOPE OF WORK

Task Number: 2

Task Cost: \$863,656.00

Task Title: Project Design

Task Description:

A. The RECIPIENT will procure engineering services in accordance with state law. The RECIPIENT will include ECOLOGY's specification insert in the contract documents. The RECIPIENT must submit all contracts for engineering services before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT will design improvements Plans and specifications developed by the RECIPIENT must be consistent with the requirements of Chapter 173-240 WAC. Elements of the design will include:

1. A rebuild of the influent lift station.
2. Headworks improvements to the replace fine screen and grit removal mechanism.
3. New selector tankage.
4. Oxidation ditch upgrades resulting in increased capacity, and new diffused air equipment.
5. Old clarifier mechanical parts replacement.
6. RAS and WAS pump replacement.
7. UV disinfection system replacement.
8. Improved electrical design.
9. Control system (SCADA and PLC) replacement.
10. Cross connection control system upgrades.
11. Facility-wide improvements for reduced maintenance.
12. Equalization tank.
13. Digester aeration and control improvements.
14. Sewer equipment garage.

C. The plans and specifications, construction contract documents, and addenda will be approved by the RECIPIENT prior to submittal for ECOLOGY review. All construction plans submitted to ECOLOGY for review and approval will be reduced to no larger than 11" x 17" in size. All reduced drawings will be completely legible. The project manager may request plans be submitted in either PDF or AutoCAD electronic format, and specifications in a searchable PDF or Microsoft Word electronic file. A current construction cost estimate will be submitted along with each plan/specification submittal. The project manager may request a spreadsheet in electronic file format.

D. The RECIPIENT will provide ECOLOGY with a plan for increasing user rates necessary to support this loan and estimated debt for construction. The plan will include the total revenue requirement and the user rates necessary for the RECIPIENT to operate and maintain the funded utility, to establish reserves to pay for equipment replacement, and to pay debt service. The plan will identify a schedule of rate increases necessary to achieve the total revenue requirement.

E. The RECIPIENT will conduct appropriate environmental reviews of the project. The RECIPIENT will provide a complete SERP information package with a SERP Cover Sheet at the time plans and specification are submitted to ECOLOGY for approval. The RECIPIENT will include the SEPA checklist and threshold determination, documentation of public participation, and required Environmental Justice information.

F. The RECIPIENT will conduct appropriate cultural resources reviews of the project. The RECIPIENT will provide a Ecology Cultural Resources Review form. The RECIPIENT will provide any additional information for ECOLOGY to lead the required cultural resources consultation. Costs incurred for ground disturbing activities that occur before cultural resources review will not be eligible for reimbursement.

G. The RECIPIENT will complete an Ecology inadvertent discovery plan template for their project

Task Goal Statement:

Design POTW improvements required to manage increased wastewater flows projected for the near future.

Task Expected Outcome:

Design POTW improvements required to manage increased wastewater flows projected for the near future.

Deliverables

Number	Description	Due Date
2.1	Executed contracts for engineering services and documentation of the RECIPIENT's process for procuring engineering services.	
2.2	Two copies of the draft and final design.	
2.3	The RECIPIENTS Sewer Revenue and User Rate plan.	
2.4	Complete SERP Information Package.	
2.5	Ecology Cultural Resources Review form.	
2.6	Inadvertent Discovery Plan.	

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SRF Loan	0 %	\$ 0.00	\$ 436,828.00	\$ 436,828.00
SRF Forgivable Principal	0 %	\$ 0.00	\$ 436,828.00	\$ 436,828.00
Total		\$ 0.00	\$ 873,656.00	\$ 873,656.00

AUTHORIZING SIGNATURES

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

The signatories to this Amendment represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This amendment will be effective 07/31/2023.

IN WITNESS WHEREOF: the parties hereto, having read this Amendment in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

Town of Twisp

By: _____

Vincent McGowan, P.E.
Water Quality
Program Manager

Date

By: _____

Andrew T Denham

Date

Hans Smith

Mayor

Date

Template Approved to Form by
Attorney General's Office

CONTRACT FACE SHEET**Contract Number:** PR24-96103-004**PUBLIC WORKS BOARD
PRE-CONSTRUCTION FUNDING CONTRACT**

1. Contractor Town of Twisp 118 S. Glover Street PO Box 278 Twisp, WA, 98856		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative N/A		4. Public Works Board Representative N/A	
5. Contract Amount \$ 150,000	6. Funding Source: Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Contract Start Date Contract Execution Date	8. Contract End Date: June 1, 2028
9. Federal Funds (as applicable) N/A	Federal Agency N/A	CFDA Number N/A	
10. Tax ID # N/A	11. SWV # SWV001801300	12. UBI # 248-00-0005	13. UEI # N/A
14. Contract Purpose Fund a project of a local government for Pre-Construction activities that include, but are not limited to, design engineering, bid-document preparation, environmental studies, right-of-way acquisition, value planning, permits, cultural and historic resources, and public notification.			
The BOARD, defined as the Washington State Public Works Board, and the Contractor acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year last written below. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents that are incorporated by reference: Contract Terms and Conditions including Declarations Page; the BOARD Traditional Program Policy Handbook; and Attachment I: Attorney's Certification.			
FOR THE CONTRACTOR		FOR PUBLIC WORKS BOARD	
Signature Soo Ing-Moody		Kathryn A. Gardow, Public Works Board Chair	
Print Name		Date	
Title		APPROVED AS TO FORM ONLY November 15, 2023	
Date		Signature on File Dawn C. Cortez Assistant Attorney General	

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DECLARATIONS

CLIENT INFORMATION

Legal Name:	Town of Twisp
Contract Number:	PR24-96103-004

PROJECT INFORMATION

Project Title:	Twisp Water System Plan Project
Project City:	Twisp
Project State:	Washington
Project Zip Code:	98856
Project Area:	

FUNDING INFORMATION

LOAN FUNDING:

Loan Amount:	\$75,000
Loan Term, if applicable:	5 years
Interest Rate:	0.43%
Payment Month:	June 1

GRANT FUNDING:

Grant Amount:	\$75,000
% of Funding as Grant:	50%

PROJECT TOTALS:

Match Amount:	n/a
Total Funding:	\$150,000
Total Estimated Project Cost:	\$150,000
Earliest Date for Cost Reimbursement:	08/04/2023
Time of Performance:	24 months from the Execution Date of this Contract to Project Completion.

ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS CONTRACT

N/A

LOAN SECURITY CONDITION GOVERNING THIS CONTRACT

This loan is a general obligation of the LOCAL GOVERNMENT.

SCOPE OF WORK

This project will complete a Water System Plan for the town of Twisp to submit to the Washington State Department of Health. The project costs may include but are not limited to: engineering, cultural and historical resources, environmental documentation, review, permits, public involvement, and bid documents. The project needs to meet all applicable Local, State, and/or Federal standards.

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CONTRACT TERMS AND CONDITIONS

PUBLIC WORKS BOARD PRE-CONSTRUCTION FUNDING PROGRAM

PART 1. SPECIAL TERMS AND CONDITIONS

1.1 DEFINITIONS

As used throughout this Pre-Construction Funding Contract the following terms shall have the meaning set forth below:

A. "The BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and who is a Party to the Contract.

B. "Contract" shall mean this Pre-Construction Funding Contract.

C. "Contractor" shall mean the local government identified on the Contract Face Sheet receiving funding to complete the project described in the scope of work described in this Contract and who is a Party to the Contract, and shall include all employees and agents of the Contractor.

D. "Declarations " and "Declared" shall refer to the project information, loan terms and conditions as stated on the Declarations Page of this Funding Contract, displayed within the Contract in **THIS STYLE** for easier identification.

E. The BOARD Traditional Program Policy Handbook shall mean the handbook found on the PWB website or available upon request in PDF.

1.2 AUTHORITY

Acting under the authority of RCW 43.155, the BOARD has awarded the Contractor a Public Works Board pre-construction funding for an approved public works project.

1.3 PURPOSE

The BOARD and the Contractor have entered into this Contract to provide funds to enable the Contractor to undertake a local public works project that furthers the goals and objectives of the Washington State Public Works Program. The project will be undertaken by the Contractor and will include the activities described in the **SCOPE OF WORK** shown on the Declarations page. The project must be undertaken in accordance with the Contract terms and conditions, and all applicable federal, state and local laws and ordinances, which are incorporated by reference.

1.4 ORDER of PRECEDENCE

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

A. Applicable federal and state of Washington statutes and regulations.

B. Special Terms and Conditions, including attachments.

C. General Terms and Conditions.

1.5 COMPETITIVE BIDDING REQUIREMENTS

The Contractor shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the Public Works Program.

1.6 DEFAULT in REPAYMENT

If the funding under this Contract constitutes a loan, loan repayments shall be made on the loan in accordance with Section 1.14 of this Contract. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a monthly penalty beginning on the first (1st) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be one percent (1%) per month or twelve percent (12%) per annum. The same penalty terms shall apply at project completion if the repayment of loan funds in excess of eligible costs are not repaid at the time the Project Completion Amendment is submitted, as provided for in Section 1.13.

The Contractor acknowledges and agrees to the BOARD's right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the Contractor of such delinquency.

The Contractor shall be responsible for all legal fees incurred by the BOARD in any action undertaken to enforce its rights under this section.

1.7 SUB-CONTRACTOR DATA COLLECTION

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

1.8 ELIGIBLE PROJECT COSTS

The Eligible project costs must consist of expenditures eligible under Washington Administrative Code (WAC) 399-30-030 and be related only to project activities described in the declared **SCOPE OF WORK**. Eligible costs for reimbursement shall be construed to mean expenditures incurred and paid, or incurred and payable within thirty (30) days of the reimbursement request. Only costs that have been incurred on or after the Start Date shown in the Declarations are eligible for reimbursement under this Contract.

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The Contractor assures compliance with WAC 399-30-030, which identifies eligible costs for projects assisted with BOARD funding.

These terms supersede the terms in Section 2.2. Allowable Costs.

1.9 HISTORICAL and CULTURAL RESOURCES

Prior to approval and disbursement of any funds awarded under this Contract, the Contractor shall cooperate with the BOARD to complete the requirements of Governor's Executive Order 21-02 or the 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 the BOARD 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, the Contractor shall, in accordance with Governor's Executive Order 21-02 as applicable, coordinate with the BOARD and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommendation consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by the 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 memoranda of agreement, if historical or cultural artifacts found during the 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 BOARD 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 Contract 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 the Contract, the 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 Permits.

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 Contract may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

1.10 PROJECT COMPLETION AMENDMENT and CERTIFIED PROJECT COMPLETION REPORT

The Contractor shall complete a Certified Project Completion Report when all activities identified in the **SCOPE OF WORK** are complete. The BOARD will supply the Contractor with the Certified Project Completion Report form, which shall include:

- A. A certified statement that the project, as described in the declared **SCOPE OF WORK**, is complete and, if applicable, meets required standards.
- B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in the **SCOPE OF WORK**.
- C. Certification that all costs associated with the project have been incurred and have been accounted for. Costs are incurred when goods and services are received and/or contract work is performed.
- D. A final voucher for the remaining eligible funds.
- E. Pictures of Completed Project, as appropriate.

The Contractor will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the loan amount. The final Invoice Voucher payment shall not occur prior to the completion of all project activities identified in the **SCOPE OF WORK** and the BOARD's receipt and acceptance of the Certified Project Completion Report.

The Project Completion Amendment shall serve as an amendment to this Contract determining the final loan amount, local share, term, and interest rate.

1.11 RATE and TERM of LOAN

If the Contractor is awarded a loan, the BOARD shall fund the Contractor a sum not to exceed the **LOAN AMOUNT** shown on the Contract Face Sheet and declared on the Contract Declarations Page. The interest rate shall be the declared **INTEREST RATE** per annum on the outstanding principal balance. The length of the loan shall not exceed the declared **LOAN TERM** in years, with the final payment due by the **CONTRACT END DATE** as shown on the Contract Face Sheet.

The loan forgiveness shall be applied at project completion and shall apply to the lesser of the loan amount or the actual eligible costs and that declared percent on any accrued interest. The percent of

loan forgiveness and interest rate shall not be changed, regardless of the actual cost of the project and the Affordability Index at project completion.

The BOARD may extend the term limit of the Pre-Construction project to twenty years when the jurisdiction demonstrates that 30% of the funding necessary for construction of the project has been secured. The BORROWER must provide written documentation of construction funding commitment before the first principal payment is due.

1.12 RECAPTURE

In addition to the recapture provisions in Section 2.32, the right to recapture, shall exist for a period not to exceed six (6) years following Contract termination. In the event that the BOARD is required to institute legal proceedings to enforce the recapture provision, the BOARD shall be entitled to its costs thereof, including attorney's fees.

1.13 REIMBURSEMENT PROCEDURES and PAYMENT

If funding or appropriation is not available at the time the invoice is submitted, or when this Contract is executed, the issuance of warrants will be delayed or suspended until such time as funds or appropriation become available. Therefore, subject to the availability of funds, warrants shall be issued to the Contractor for reimbursement of allowable expenses incurred by the Contractor while undertaking and administering approved project activities in accordance with the declared SCOPE OF WORK.

The BOARD shall reimburse the Contractor for eligible project expenditures up to the maximum loan amount under this Contract, as identified in Section 1.10.

The CONTRACTOR shall submit all Invoice Vouchers and all required documentation per guidance in the BOARD Traditional Program Policy Handbook, which is incorporated by reference.

When requesting reimbursement for expenditures made, the Contractor shall submit all Invoice Vouchers and any required documentation electronically through the Department of Commerce's (COMMERCE) Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal. If the Contractor has constraints preventing access to COMMERCE's online A19 portal, a hard copy A-19 form may be provided by the BOARD Project Manager upon request.

Requests for reimbursements for costs related to **ground-disturbing or land acquisition** activities will not be accepted until the Contractor provides and the PWB approves proof of compliance with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act, as Described in Section 1.9 of this Contract.

If the Contractor receives funding in the form of both a grant and a loan, the Contractor shall bill to the loan and grant proportionally until and if funds are exhausted.

The BOARD will pay the Contractor upon acceptance of the work performed and receipt of properly completed invoices. Invoices shall be submitted to the BOARD not more often than monthly nor less than quarterly.

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

The BOARD may, at 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 Contract shall be made by the BOARD.

Duplication of Billed Costs. If the Contractor is entitled to payment or has been or will be paid by another source for an eligible project cost, then the Contractor shall not be reimbursed by the Board for that cost.

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

At the time of project completion, the Contractor shall submit to the BOARD a Project Completion Amendment certifying the total actual project costs and local share. The final BOARD funding disbursement shall bring the total funding to the lesser of 100% of the eligible project costs or the total declared **funding under this CONTRACT**. The Project Completion Amendment shall serve as an amendment to this Contract determining the final funding amount, local share, and interest rate.

In the event that the final costs identified in the Project Completion Amendment indicate that the Contractor has received BOARD monies in excess of 100.00% of eligible costs, all funds in excess of 100.00% shall be repaid to the BOARD by payment to the Department of Commerce, or its successor, together with the submission of the Project Completion Amendment.

1.14 REPAYMENT

If the Contract is a loan, then repayment installments are due on the day and month identified under the term: PAYMENT MONTH on the Declarations Page. Payments are due each year during the term of the loan beginning one year from the date of Contract execution. Interest only will be charged for this payment if a warrant is issued prior to this date. All subsequent payments shall consist of principal and accrued interest due on the specified PAYMENT MONTH date of each year during the remaining term of the loan.

Repayment of a loan under this Contract shall include the declared INTEREST RATE per annum based on a three hundred and sixty (360) day year of twelve (12) thirty (30) day months. Interest will begin to accrue from the date each warrant is issued to the Contractor. The final payment shall be on or before the CONTRACT END DATE shown on the Declarations page, of an amount sufficient to bring the loan balance to zero.

The Contractor will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Washington State Department of Commerce, or its successor.

1.15 REPORTS

The Contractor shall furnish the BOARD with:

- A. Project progress reports per guidance in the BOARD Traditional Program Policy Handbook;
- B. Estimated Quarterly Expenditures Report;
- C. Certified Project Completion Report at project completion (as described in Section 1.13);
- D. Pictures and short videos of various stages of the project; and
- E. Other reports as the BOARD may require.

1.16 TERMINATION for CAUSE

If the Contractor fails to comply with the terms of this Contract, or fails to use the funds only for those activities identified in the SCOPE OF WORK, the BOARD may terminate the Contract in whole or in part at any time. The BOARD shall notify the Contractor in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of a loan.

These terms supersede the terms in Section 2.41 Termination for Cause/Suspension.

1.17 TERMINATION for CONVENIENCE

Notwithstanding anything in Section 2.42 Termination for Convenience, the BOARD may suspend or terminate this Contract in the event that funds are no longer available to the BOARD, or are not appropriated for the purpose of meeting the BOARD's obligations under this Contract. Termination will be effective when the BOARD sends written notice of termination to the Contractor. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

1.18 TIME of PERFORMANCE

No later than twenty-four (24) months after the date of Contract execution, the Contractor must reach project completion.

Failure to meet Time of Performance shall constitute default of this Contract. In the event of extenuating circumstances, the Contractor may request, in writing, that the BOARD extend the deadline for project completion. The BOARD may extend the deadline.

The term of this Contract shall be for the entire term stated in Section 8 of the Contract Face Sheet, regardless of actual project completion, unless terminated in writing sooner.

1.19 CONTRACT SUSPENSION

In the event that the Washington State Legislature fails to pass and the Governor does not authorize a Capital Budget by June 30 of each biennium, the Washington State Constitution Article 8 and RCW 43.88.130 and RCW 43.88.290 prohibit expenditures or commitments of state funds in the absence of appropriation.

In such event, all work under this Contract will be suspended effective July 1. The Contractor shall immediately suspend work under this Contract and take all reasonable steps necessary to minimize the cost of performance directly attributable to such suspension until the suspension is cancelled.

The BOARD shall notify the Contractor immediately upon lifting of the Contract suspension.

1.20 SPECIAL CONDITIONS

If SPECIAL CONDITIONS are listed on the Contract Declarations Page then these conditions are herein incorporated as part of the terms and requirements of this Contract.

1.21 LOAN SECURITY

Loan Security payments shall be made as stated on the attached Declarations Page, and identified as LOAN SECURITY.

PART 2. GENERAL TERMS AND CONDITIONS

2.1 DEFINITIONS

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

- A. "Authorized Representative" shall mean the Public Works Board Chair and/or the designee authorized in writing to act on the Chair's behalf.
- B. "Contractor" 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.

- C. "BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and which is a Party to the Contract
- D. "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.
- E. "State" shall mean the state of Washington.
- F. "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.

2.2 ALLOWABLE COSTS

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

2.3 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.

2.4 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.

2.5 AMERICANS WITH DISABILITIES ACT (ADA)

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

2.6 APPROVAL

This contract shall be subject to the written approval of the BOARD's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

2.7 ASSIGNMENT

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

2.8 ATTORNEYS' FEES

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorney's fees and costs.

2.9 AUDIT

A. General Requirements

- If requested by the Board at any time during the contract period and six (6) years following termination of the Contract, Contractor will obtain an audit, at its own expense.
- Contractors are to procure audit services based on the following guidelines.
- The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.
- The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.
- The BOARD reserves the right to recover from the Contractor all disallowed costs resulting from the audit.
- Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to the BOARD's request for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

- In the event an audit is required, if the Contractor is a local government entity, the Office of the State Auditor shall conduct the audit.
- Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor.
- The Contractor shall include the above audit requirements in any subcontracts.
- In any case, the Contractor's financial records must be available for review by the BOARD.

2.10 CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

2.11 CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Contractor by the BOARD that is designated as "confidential" by the BOARD;
2. All material produced by the Contractor that is designated as "confidential" by the BOARD; and
3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

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 the BOARD 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 the BOARD with its policies and procedures on confidentiality. The BOARD may require changes to such policies and procedures as they apply to this Contract whenever the BOARD reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the BOARD. Upon request, the Contractor shall immediately return to the BOARD any Confidential Information that the BOARD reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify the BOARD 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.

2.12 CONFORMANCE

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

2.13 COPYRIGHT PROVISIONS

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 the BOARD. The BOARD 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 the BOARD 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 the BOARD 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 the BOARD.

The Contractor shall exert all reasonable effort to advise the BOARD, 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 the BOARD with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. The BOARD shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

2.14 DISALLOWED COSTS

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

2.15 DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Chair of the BOARD, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and
- be mailed to the BOARD Chair and the other party's (respondent's) Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Chair or the Chair's designee and the requestor within five (5) working days.

The Chair or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Chair or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

2.16 DUPLICATE PAYMENT

The Contractor certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

2.17 ETHICS/CONFLICTS OF INTEREST

In performing under this Contract, the Contractor shall assure compliance with the Ethics in Public Service Act, RCW 42.52 and any other applicable local, state or federal law related to ethics or conflicts of interests.

2.18 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.

2.19 INDEMNIFICATION

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The GRANTEE's obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

The Contractor's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Contractor, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or its subcontractors, agents, or employees.

The GRANTEE waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

2.20 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or the BOARD. The Contractor will not hold itself out as or claim to be an officer or employee of the BOARD or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

2.21 INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the BOARD may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. The BOARD may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the BOARD under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

2.22 LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

Washington State Laws and Regulations

- A. Affirmative Action, RCW 41.06.020 (11).
- B. Boards of Directors or Officers of Non-profit Corporations – Liability – Limitations, RCW 4.24.264.
- C. Contracts for Architectural and Engineering Services, RCW 39.80
- D. Disclosure-Campaign Finances-Lobbying, RCW 42.17.
- E. Discrimination-Human Rights Commission, RCW 49.60.
- F. Ethics in Public Service, RCW 42.52
- G. Growth Management, RCW 36.70A
- H. Housing Assistance Program, RCW 43.185.
- I. Interlocal Cooperation Act, RCW 39.34.
- J. Noise Control, RCW 70.107.
- K. Office of Minority and Women's Business Enterprises, RCW 39.19 and WAC 326-02.
- L. Open Public Meetings Act, RCW 42.30.
- M. Prevailing Wages on Public Works, RCW 39.12.
- N. Public Records Act, RCW 42.56.
- O. Public Works Projects, RCW 43.155

- P. Relocation Assistance – Real Property Acquisition Policy, RCW 8.26.
- Q. Shoreline Management Act of 1971, RCW 90.58.
- R. State Budgeting, Accounting, and Reporting System, RCW 43.88
- S. State Building Code, RCW 19.27 and Energy-related building standards, RCW 19.27A, and Provisions in buildings for aged and handicapped persons, RCW 70.92.
- T. State Coastal Zone Management Program, Publication 01-06-003, Shorelands and Environmental Assistance Program, Washington State Department of Ecology.
- U. State Environmental Policy, RCW 43.21C.
- V. State Executive Order 21-02 Archeological and Cultural Resources.

2.23 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.

2.24 LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

2.25 LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

2.26 NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the BOARD. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

2.27 PAY EQUITY

The Contractor agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:

1. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
2. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
3. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the BOARD, if the BOARD, the Department of Commerce, or the Department of Enterprise Services determines that the Contractor is not in compliance with this provision.

2.28 POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

2.29 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, RCW 39.12 as applicable to the Project funded by this contract, 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 RCW 39.12 , and shall make such records available for the BOARD's review upon request.

2.30 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

2.31 PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or the BOARD'S name is mentioned, or language used from which the connection with the state of Washington's or the BOARD'S's name may reasonably be inferred or implied, without the prior written consent of the BOARD.

2.32 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, the BOARD reserves the right to recapture funds in an amount to compensate the BOARD 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 the BOARD. In the alternative, the BOARD may recapture such funds from payments due under this contract.

2.33 RECORDS MAINTENANCE

The Contractor shall maintain all 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 which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment.

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 finally resolved.

2.34 REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

2.35 RIGHT OF INSPECTION

At no additional cost all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by the BOARD, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose.

2.36 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, the BOARD may terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

2.37 SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that

can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Contract and to this end the provisions of this Contract are declared to be severable.

2.38 SUBCONTRACTING

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

If the BOARD 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, the BOARD 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 the BOARD 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 the BOARD for any breach in the performance of the Contractor's duties.

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

2.39 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.

2.40 TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

2.41 TERMINATION FOR CAUSE

In the event the BOARD determines the Contractor has failed to comply with the conditions of this contract in a timely manner, the BOARD has the right to suspend or terminate this contract. Before suspending or terminating the contract, the BOARD 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.

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

2.42 TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract the BOARD 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, the BOARD 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.

2.43 TERMINATION PROCEDURES

Upon termination of this contract, the BOARD, in addition to any other rights provided in this contract.

The rights and remedies of the BOARD 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 the BOARD, 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 the BOARD 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 the BOARD 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 the BOARD;

- 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 the BOARD has or may acquire an interest.

2.44 TREATMENT OF ASSETS

Title to all property furnished by the BOARD shall remain with the BOARD. 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 the Contractor.

2.45 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 the BOARD.

ATTACHMENT I: ATTORNEY CERTIFICATION

PUBLIC WORKS BOARD
PRE-CONSTRUCTION PROGRAM

CONTRACTOR: Town of Twisp

CONTRACT Number: PR24-96103-004

I, Scott Detro, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of the Town of Twisp (the CONTRACTOR); and

I have also examined any and all documents and records which are pertinent to the CONTRACT, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. The CONTRACTOR is properly constituted and operating under the laws of the State of Washington, empowered to receive and expend federal, state and local funds, to CONTRACT with the State of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
2. The CONTRACTOR is empowered to accept the BOARD’s financial assistance and to provide for repayment of the loan as set forth in the CONTRACT.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the CONTRACTOR from repaying the loan extended by the BOARD with respect to such project. The CONTRACTOR is not a party to litigation which will materially affect its ability to repay such loan on the terms contained in the CONTRACT.
4. Assumption of this obligation would not exceed statutory and administrative rule, debt limitations applicable to the CONTRACTOR.

DocuSigned by:
Scott Detro
21E97FA009634D7...
Signature of Attorney

1/10/2024 | 8:58 AM PST
Date


Scott Detro
Name

Certificate Of Completion

Envelope Id: E2EA075D91F84A4B9FD22F07E550695E		Status: Sent
Subject: Complete with DocuSign: PR24-96103-004 Town of Twisp.pdf		
Division:		
Local Government		
Program: PWB		
ContractNumber: PR24-96103-004		
DocumentType: Contract		
Source Envelope:		
Document Pages: 24	Signatures: 1	Envelope Originator:
Certificate Pages: 5	Initials: 0	Ava Gombosky
AutoNav: Enabled		1011 Plum Street SE
Envelopeld Stamping: Enabled		MS 42525
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		Olympia, WA 98504-2525
		ava.gombosky@commerce.wa.gov
		IP Address: 147.55.134.118

Record Tracking

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Signer Events	Signature	Timestamp
Scott Detro	<div>DocuSigned by:  21E97FA009634D7...</div>	Sent: 1/4/2024 5:52:56 PM
scott.detro1@gmail.com		Viewed: 1/8/2024 1:52:20 PM
Member/Partner		Signed: 1/10/2024 8:58:49 AM
W.Scott Detro		
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 63.142.204.199	

Electronic Record and Signature Disclosure:
Accepted: 1/8/2024 1:52:20 PM
ID: 8df11c87-93d6-43fd-8833-7a62ec5d3830

Soo Ing-Moody	Sent: 1/10/2024 8:58:50 AM
townmayor@townoftwisp.com	Viewed: 1/11/2024 2:58:04 PM
Security Level: Email, Account Authentication (None)	

Electronic Record and Signature Disclosure:
Accepted: 1/11/2024 2:58:04 PM
ID: 6745489d-52ac-4a21-8483-47fa733856b8

Kathryn Gardow	
pwbgardowk@gmail.com	
Security Level: Email, Account Authentication (None)	

Electronic Record and Signature Disclosure:
Accepted: 1/11/2024 12:29:15 PM
ID: f070423c-a98a-43cc-97b9-4697118e5501

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Andrew Denham
publicworks@townoftwisp.com
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	1/4/2024 5:52:56 PM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Washington State Department of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@commerce.wa.gov

To advise Washington State Department of Commerce of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@commerce.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Washington State Department of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Washington State Department of Commerce

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.

CONTRACT FACE SHEET**Contract Number:** PC24-96103-006**PUBLIC WORKS BOARD
CONSTRUCTION FUNDING CONTRACT**

1. Contractor Town of Twisp PO Box 278 Twisp, WA 98856		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative		4. Public Works Board Representative Ava Gombosky	
5. Contract Amount \$2,257,608	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Contract Start Date Contract Execution Date	8. Contract End Date June 1, 2044
9. Federal Funds (as applicable) N/A		Federal Agency N/A	CFDA Number N/A
10. Tax ID # N/A	11. SWV # SWV0018013-00	12. UBI # 248-000-005	13. UEI # N/A
14. Contract Purpose Fund a project of a local government for the planning, acquisition, construction, repair, reconstruction, replacement, rehabilitation, or improvement of streets, roads, bridges, drinking water systems, stormwater systems, sanitary sewage systems, or solid waste facilities, including recycling facilities.			
The BOARD, defined as the Washington State Public Works Board and Contractor acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year last written below. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents that are incorporated by reference: Contract Terms and Conditions including Declarations Page; Attachment I: Attorney's Certification; and the Public Works Board's Traditional Program Policy Handbook, found on the PWB website.			
FOR THE CONTRACTOR		FOR PUBLIC WORKS BOARD	
Signature Soo Ing-Moody Print Name Title Date		Kathryn A. Gardow, Public Works Board Chair Date APPROVED AS TO FORM ONLY Signature on File Dawn C. Cortez Assistant Attorney General	



DECLARATIONS

CLIENT INFORMATION

Legal Name: Town of Twisp
Contract Number: PC24-96103-006

PROJECT INFORMATION

Project Title: Glover Street Reconstruction Project
Project City: Town of Twisp
Project State: **Washington**
Project Zip Code: 98856-0278

FUNDING INFORMATION

LOAN FUNDING:

Loan Amount: **\$1,128,804**
Loan Term: **20 years**
Interest Rate: **0.86%**
Payment Month: June 1st

GRANT FUNDING:

Grant Amount: \$1,128,804
% of Funding as Grant: 50%

PROJECT TOTALS:

Total Estimated Cost: **\$2,257,607**
Total Project Funding: **\$2,257,607**
Earliest Date for Cost Reimbursement: **September 8, 2023**
Time of Performance: 60 months from Execution Date of this Contract to Project Completion.

ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS CONTRACT

N/A

LOAN SECURITY CONDITION GOVERNING THIS CONTRACT

This loan is a general obligation of the CONTRACTOR.

SCOPE OF WORK

This project will replace approximately 1,650 feet of existing water main with a new 8-inch main, services, appurtenances, and other improvements on Twisp Ave and Glover St.

The project costs may include but are not limited to: engineering, cultural and historical resources, environmental documentation, review, permits, public involvement, bid documents, and construction. The project needs to meet all applicable Local, State, and/or Federal standards



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CONTRACT TERMS AND CONDITIONS

PUBLIC WORKS BOARD CONSTRUCTION FUNDING PROGRAM

SPECIAL TERMS AND CONDITIONS

1.1 Definitions

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

- A. "The BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and who is a Party to the Contract
- B. "Contract" shall mean this Construction Funding Contract.
- C. "Contractor" shall mean the local government identified on the Contract Face Sheet receiving funding to complete the project described in the SCOPE OF WORK described in this Contract and who is a Party to the Contract, and shall include all employees and agents of the Contractor.
- D. "Declarations " and "Declared" shall refer to the project information, loan terms and conditions as stated on the Declarations Page of this Funding Contract, displayed within the Contract in **THIS STYLE** for easier identification.
- E. The Traditional Program Policy Handbook shall mean the handbook found at the [PWB Traditional Financing Webpage](#) and available upon request as PDF.

1.2 Authority

Acting under the authority of RCW 43.155, the BOARD has awarded the Contractor Public Works Board construction funding for an approved public works project.

1.3 Purpose

The BOARD and the Contractor have entered into this Contract to provide funds to enable the Contractor to undertake a local public works project that furthers the goals and objectives of the Washington State Public Works Program. The project will be undertaken by the Contractor and will include the activities described in the **SCOPE OF WORK** shown on the Declarations page. The project must be undertaken in accordance with the contract terms and conditions, and all applicable federal, state and local laws and ordinances, which are incorporated by reference.

1.4 Order of Precedence

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

- A. Applicable federal and state of Washington statutes and regulations.
- B. Special Terms and Conditions including attachments.
- C. General Terms and Conditions.

1.5 5- year deferral for start-up systems

If the project financed by this Contract is to develop a system to deliver previously unavailable services, and revenue from those services is to repay the loan, the new system is eligible for a deferral of loan payments for sixty (60) months after the Contract execution date. The Contractor may provide a written request to the BOARD requesting a 5-year deferral for an eligible system. The BOARD may approve the deferral request.

Interest accrues for the aforementioned sixty (60) months. The accrued interest only payment is due June 1 of the 6th year of the loan term. Interest and principal payments are due on June 1 of the 7th year of the loan term.

1.6 Competitive Bidding Requirements

The Contractor shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the Public Works Program.

1.7 Default in Repayment

If the funding under this Contract constitutes a loan, repayments shall be made on the loan in accordance with Section 1.18 of this Contract. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a monthly penalty beginning on the first (1st) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be one percent (1%) per month or twelve percent (12%) per annum. The same penalty terms shall apply at project completion if the repayment of loan funds in excess of eligible costs are not repaid at the time of the Project Completion Amendment is submitted, as provided for in Section 1.13.

The Contractor acknowledges and agrees to the BOARD's right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the Contractor of such delinquency.

The Contractor shall be responsible for all legal fees incurred by the BOARD in any action undertaken to enforce its rights under this section.

1.8 Investment Grade Audit

For projects involving repair, replacement, or improvement of a wastewater treatment plant, or other public works facility for which an investment grade audit is obtainable, Contractor must undertake an investment grade audit. Costs incurred as part of the investment grade audit are eligible project costs.

1.9 Sub-Contractor Data Collection

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

1.10 Eligible Project Costs

The Eligible project costs must consist of expenditures eligible under Washington Administrative Code (WAC) 399-30-030 and be related only to project activities described in the declared **SCOPE OF WORK**. Eligible costs for reimbursement shall be construed to mean expenditures incurred and paid, or incurred and payable within thirty (30) days of the reimbursement request. Only costs that have been incurred on or after **EARLIEST DATE FOR COST REIMBURSEMENT** shown in the Declarations are eligible for reimbursement under this Contract. Eligible costs will be paid according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

The Contractor assures compliance with WAC 399-30-030, which identifies eligible costs for projects assisted with BOARD funding.

These terms supersede the terms in Section 2.2. Allowable Costs.

1.11 Historical and Cultural Resources

Prior to approval and disbursement of any funds awarded under this Contract, the Contractor shall cooperate with the BOARD to complete the requirements of Governor's Executive Order 21-02 or the 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 the BOARD 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, the Contractor shall, in accordance with Governor's Executive Order 21-02 as applicable, coordinate with the BOARD and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommendation consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by the 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 memoranda of agreement, if historical or cultural artifacts found during the 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 BOARD 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 Contract 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 the Contract, the 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 Permits.

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 Contract may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

1.12 Performance Incentives

The Contractor shall complete the project no later than sixty (60) months after the date of Contract execution.

Should the Contractor submit the Certified Project Completion Report within forty-eight (48) months of the date of Contract execution, the Contractor may choose one of the two following incentives upon project completion:

Option A: The repayment period will be increased by twenty-four (24) months, not to exceed the life of the asset, OR:

Option B: The interest rate will be decreased by one-quarter of one percent (0.25%).

Should the Contractor submit the Certified Project Completion Report within thirty-six (36) months of the date of Contract execution, the Contractor may choose one of the following two incentives upon project completion:

Option C: The repayment period will be increased by sixty (60) months, not to exceed the life of the asset, OR;

Option D: The interest rate will be decreased by up to one-half of one percent (0.50%).

Once an option is selected, the Contract shall be modified to note the appropriate change and no further adjustment to the Contract for Performance Incentives shall be authorized. Irrespective of the performance incentive chosen, at no point in time shall the minimum loan interest rate be less than 0.25%.

The calculation of interest rate and term adjustments will apply to the remaining payments beginning from the date the Project Completion report is certified.

1.13 Project Completion Amendment and Certified Project Completion Report

The Contractor shall complete a Certified Project Completion Report when all activities identified in the **SCOPE OF WORK** are complete. The BOARD will supply the Contractor with the Certified Project Completion Report form, which shall include:

- A. A certified statement that the project, as described in the declared **SCOPE OF WORK**, is complete and, if applicable, meets required standards.
- B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in the **SCOPE OF WORK**.
- C. Certification that all costs associated with the project have been incurred and have been accounted for. Costs are incurred when goods and services are received and/or Contract work is performed.
- D. A final voucher for the remaining eligible funds.
- E. Pictures of Completed Project.

The Contractor will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the loan amount. The final Invoice Voucher payment shall not occur prior to the completion of all project activities identified in the **SCOPE OF WORK** and the BOARD's receipt and acceptance of the Certified Project Completion Report.

The Project Completion Amendment shall serve as an amendment to this Contract determining the final loan amount, local share, term, and interest rate.

1.14 Project Signs

If the Contractor displays, during the period covered by this Contract, signs or markers identifying those agencies participating financially in the approved project, the sign or marker must identify the Washington State Public Works Board as a participant in the project.

1.15 Rate and Term of Loan

If the Contractor is awarded a loan, the BOARD shall fund the Contractor a sum not to exceed the **LOAN AMOUNT** shown on the Contract Face Sheet and declared on the Contract Declarations Page. The interest rate shall be the declared **INTEREST RATE** per annum on the outstanding principal balance. The length of the loan shall not exceed the declared **LOAN TERM** in years, with the final payment due by the **CONTRACT END DATE** as shown on the Contract Face Sheet.

The loan forgiveness shall be applied at project completion and shall apply to the lesser of the loan amount or the actual eligible costs and that declared percent on any accrued interest. The percent of loan forgiveness and interest rate shall not be changed, regardless of the actual cost of the project and the Affordability Index at project completion.

1.16 Recapture

In addition to the recapture provisions in Section 2.32, the right to recapture shall exist for a period not to exceed six (6) years following Contract termination. In the event that the Board is required to institute legal proceedings to enforce the recapture provision, the BOARD shall be entitled to its costs, including attorney's fees.

1.17 Reimbursement Procedures and Payment

If funding or appropriation is not available at the time the invoice is submitted, or when this Contract is executed, the issuance of warrants will be delayed or suspended until such time as funds or appropriation become available. Therefore, subject to the availability of funds, warrants shall be issued to the Contractor for reimbursement of allowable expenses incurred by the Contractor while undertaking and administering approved project activities in accordance with the declared **SCOPE OF WORK**.

The CONTRACTOR shall submit all Invoice Vouchers and all required documentation per guidance in the BOARD Traditional Program Policy Handbook, which is incorporated by reference.

The BOARD shall reimburse the Contractor for eligible project expenditures up to the maximum loan amount under this Contract, as identified in Section 1.10. When requesting reimbursement for costs incurred, the Contractor shall submit all Invoice Vouchers and any required documentation electronically through the Department of Commerce's (COMMERCE) Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the BOARD Project Manager upon request.

Requests for reimbursements for costs related to **construction** activities will not be accepted until the Contractor provides:

- Proof of compliance with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act, as described in Section 1.11, and
- Signed Public Works Board Notice of Contract Award and Notice to Proceed, which follows the formal award of a construction contract.

If the Contractor receives funding in the form of both a grant and a loan, the Contractor shall bill to the loan and grant proportionally until and if funds are exhausted.

The BOARD will pay the Contractor upon acceptance of the work performed and receipt of properly completed invoices. Invoices shall be submitted to the BOARD monthly or at least quarterly, as appropriate.

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

The BOARD may, at 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 Contract shall be made by the BOARD.

BOARD shall not release the final five (5) percent of the total loan amount until acceptance by BOARD of project completion report.

Duplication of Billed Costs. If the Contractor is entitled to payment or has been or will be paid by another source for an eligible project cost, then the Contractor shall not be reimbursed by the BOARD for that cost.

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

In no event shall the total Public Works funding exceed 100% of the eligible actual project costs. At the time of project completion, the Contractor shall submit to the BOARD a Project Completion Amendment certifying the total actual project costs, other funding, and local share. The final BOARD funding disbursement shall bring the total funding to the lesser of 100% of the eligible project costs or the total declared **funding under this Contract**. The Project Completion Amendment shall serve as an amendment to this Contract determining the final funding amount, local share, and any applicable interest rate.

In the event that the final costs identified in the Project Completion Amendment indicate that the Contractor has received BOARD monies in excess of 100.00% of eligible costs, all funds in excess of 100.00% shall be repaid to the BOARD by payment to the Department of Commerce, or its successor, together with the submission of the Project Completion Amendment.

1.18 Repayment

If the contract includes loan funding, loan repayment installments are due on the day and month identified under the term: **PAYMENT MONTH** on the Declarations Page. Payments are due each year during the term of the loan beginning one year from the date of Contract execution. Interest only will be charged for this payment if a warrant is issued prior to this date. All subsequent payments shall consist of principal and accrued interest due on the specified **PAYMENT MONTH** date of each year during the remaining term of the loan.

Repayment of a loan under this Contract shall include the declared **INTEREST RATE** per annum based on a three hundred and sixty (360) day year of twelve (12) thirty (30) day months. Interest will begin to accrue from the date each warrant is issued to the Contractor. The final payment shall be on or before the **CONTRACT END DATE** shown on the Declarations page, of an amount sufficient to bring the loan balance to zero.

In the event that the BOARD approves the Contractor's request for a deferral as outlined in Section 1.5, then the first loan repayment is due sixty (60) months after Contract execution. Interest accrues for the sixty (60) months after Contract execution. The accrued interest only will be charged for this payment if a warrant is issued prior to this date. Interest and principal payments are due on the declared **PAYMENT MONTH** date of each year during the remaining term of the loan. The Contractor has the right to repay the unpaid balance of the loan in full at any time or make accelerated payments without penalty.

The Contractor will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Washington State Department of Commerce, or its successor.

1.19 Reports

The Contractor shall furnish the BOARD with:

- A. Project progress reports per guidance in the BOARD Traditional Program Policy Handbook;
- B. Quarterly Expenditure Projection Reports;
- C. Certified Project Completion Report at project completion (as described in Section 1.13);
- D. Pictures and short videos of various stages of the project, and
- E. Other reports as the BOARD may require.

1.20 Termination for Cause

If the Contractor fails to comply with the terms of this Contract, or fails to use the funds only for those activities identified in the **SCOPE OF WORK**, the BOARD may terminate the Contract in whole or in part at any time. The BOARD shall notify the Contractor in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of a loan.

These terms supersede the terms in Section 2.41 Termination for Cause/Suspension.

1.21 Termination for Convenience

Notwithstanding anything in Section 2.42 Termination for Convenience, the BOARD may suspend or terminate this Contract in the event that funds are no longer available to the BOARD, or are not appropriated for the purpose of meeting the BOARD's obligations under this Contract. Termination will be effective when the BOARD sends written notice of termination to the Contractor. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

1.22 Time of Performance

No later than sixty (60) months after the date of Contract execution the Contractor must reach project completion.

Failure to meet Time of Performance shall constitute default of this Contract. In the event of extenuating circumstances, the Contractor may request, in writing, that the BOARD extend the deadline for project completion. The BOARD may extend the deadline.

The term of this Contract shall be for the entire term of any loan provided under this contract, regardless of actual project completion, unless terminated sooner as provided herein.

1.23 Contract Suspension

In the event that the Washington State Legislature fails to pass and the Governor does not authorize a Capital Budget by June 30 of each biennium, the Washington State Constitution Article 8 and RCW 43.88.130 and RCW 43.88.290 prohibit expenditures or commitments of state funds in the absence of appropriation.

In such event, all work under this Contract will be suspended effective July 1. The Contractor shall immediately suspend work under this Contract and take all reasonable steps necessary to minimize the cost of performance directly attributable to such suspension until the suspension is cancelled.

The BOARD shall notify the Contractor immediately upon lifting of the Contract suspension.

1.24 Special Conditions

If ADDITIONAL SPECIAL CONDITIONS are listed on the Contract Declarations Page then these conditions are herein incorporated as part of the terms and requirements of this Contract.

1.25 Loan Security

Loan Security payments shall be made as stated on the attached Declarations Page, and identified as LOAN SECURITY.

GENERAL TERMS AND CONDITIONS

2.1 DEFINITIONS

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

- A. "Authorized Representative" shall mean the Public Works Board Chair and/or the designee authorized in writing to act on the Chair's behalf.
- B. "Contractor" 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.
- C. "BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and which is a Party to the Contract
- D. "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.
- E. "State" shall mean the state of Washington.
- F. "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.

2.2 Allowable Costs

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

2.3 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.

2.4 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.

2.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

2.6 APPROVAL

This contract shall be subject to the written approval of the BOARD's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

2.7 ASSIGNMENT

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

2.8 ATTORNEYS' FEES

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorney's fees and costs.

2.9 AUDIT

A. General Requirements

- If requested by the Board at any time during the contract period and six (6) years following termination of the Contract, Contractor will obtain an audit, at its own expense.
- Contractors are to procure audit services based on the following guidelines.
- The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.
- The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.
- The BOARD reserves the right to recover from the Contractor all disallowed costs resulting from the audit.
- Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to the BOARD's request for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

- In the event an audit is required, if the Contractor is a local government entity, the Office of the State Auditor shall conduct the audit.
- Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor.
- The Contractor shall include the above audit requirements in any subcontracts.
- In any case, the Contractor's financial records must be available for review by the BOARD.

2.10 CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

2.11 CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Contractor by the BOARD that is designated as "confidential" by the BOARD;
2. All material produced by the Contractor that is designated as "confidential" by the BOARD; and
3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's

name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- 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 the BOARD 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 the BOARD with its policies and procedures on confidentiality. The BOARD may require changes to such policies and procedures as they apply to this Contract whenever the BOARD reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the BOARD. Upon request, the Contractor shall immediately return to the BOARD any Confidential Information that the BOARD reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Contractor shall notify the BOARD 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.

2.12 CONFORMANCE

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

2.13 COPYRIGHT PROVISIONS

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 the BOARD. The BOARD 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 the BOARD 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 the BOARD 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 the BOARD.

The Contractor shall exert all reasonable effort to advise the BOARD, 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 the BOARD with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. The BOARD shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

2.14 DISALLOWED COSTS

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

2.15 DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Chair of the BOARD, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and
- be mailed to the BOARD Chair and the other party's (respondent's) Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Chair or the Chair's designee and the requestor within five (5) working days.

The Chair or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Chair or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

2.16 DUPLICATE PAYMENT

The Contractor certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

2.17 ETHICS/CONFLICTS OF INTEREST

In performing under this Contract, the Contractor shall assure compliance with the Ethics in Public Service Act, RCW 42.52 and any other applicable local, state or federal law related to ethics or conflicts of interests.

2.18 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.

2.19 INDEMNIFICATION

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The GRANTEE's obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

The Contractor's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Contractor, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or its subcontractors, agents, or employees.

The GRANTEE waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

2.20 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or the BOARD. The Contractor will not hold itself out as or claim to be an officer or employee of the BOARD or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

2.21 INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the BOARD may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. The BOARD may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the BOARD under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

2.21 LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

Washington State Laws and Regulations

- A. Affirmative Action, RCW 41.06.020 (11).
- B. Boards of Directors or Officers of Non-profit Corporations – Liability – Limitations, RCW 4.24.264.
- C. Contracts for Architectural and Engineering Services. RCW 39.80
- D. Disclosure-Campaign Finances-Lobbying, RCW 42.17.
- E. Discrimination-Human Rights Commission, RCW 49.60.
- F. Ethics in Public Service, RCW 42.52
- G. Growth Management, RCW 36.70A
- H. Housing Assistance Program, RCW 43.185.
- I. Interlocal Cooperation Act, RCW 39.34.
- J. Noise Control, RCW 70.107.
- K. Office of Minority and Women's Business Enterprises, RCW 39.19 and WAC 326-02.
- L. Open Public Meetings Act, RCW 42.30.
- M. Prevailing Wages on Public Works, RCW 39.12.
- N. Public Records Act. RCW 42.56.
- O. Public Works Projects, RCW 43.155
- P. Relocation Assistance – Real Property Acquisition Policy, RCW 8.26.
- Q. Shoreline Management Act of 1971, RCW 90.58.
- R. State Budgeting, Accounting, and Reporting System, RCW 43.88

- S. State Building Code, RCW 19.27 and Energy-related building standards, RCW 19.27A, and Provisions in buildings for aged and handicapped persons, RCW 70.92.
- T. State Coastal Zone Management Program, Publication 01-06-003, Shorelands and Environmental Assistance Program, Washington State Department of Ecology.
- U. State Environmental Policy, RCW 43.21C.
- V. State Executive Order 21-02 Archeological and Cultural Resources.

2.23 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.

2.24 LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

2.25 Local Public Transportation Coordination

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

2.26 NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Board. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

2.27 PAY EQUITY

The Contractor agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - 1. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - 2. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - 3. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the BOARD, if the BOARD, the Department of Commerce, or the Department of Enterprise Services determines that the Contractor is not in compliance with this provision.

2.28 POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of RCW 42.17 and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

2.29 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, RCW 39.12, as applicable to the Project funded by this contract, 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 RCW 39.12, and shall make such records available for the BOARDS review upon request.

2.30 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

2.31 PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or the BOARD's name is mentioned, or language used from which the connection with the state of Washington's or the BOARD's name may reasonably be inferred or implied, without the prior written consent of the BOARD.

2.32 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, the BOARD reserves the right to recapture funds in an amount to compensate the BOARD 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 the BOARD. In the alternative, the BOARD may recapture such funds from payments due under this contract.

2.33 RECORDS MAINTENANCE

The Contractor shall maintain all 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 which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment.

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 finally resolved.

2.34 REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

2.35 RIGHT OF INSPECTION

At no additional cost all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by the BOARD, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose.

2.36 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, the BOARD may terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

2.37 SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Contract and to this end the provisions of this Contract are declared to be severable.

2.38 SUBCONTRACTING

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

If the BOARD 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, the BOARD 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 the BOARD 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 the BOARD for any breach in the performance of the Contractor's duties.

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

2.39 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.

2.40 TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

2.41 TERMINATION FOR CAUSE

In the event the BOARD determines the Contractor has failed to comply with the conditions of this contract in a timely manner, the BOARD has the right to suspend or terminate this contract. Before suspending or terminating the contract, the BOARD 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.

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

2.42 TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract the BOARD 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, the BOARD 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.

2.43 TERMINATION PROCEDURES

Upon termination of this contract, the BOARD, in addition to any other rights provided in this contract.

The rights and remedies of the BOARD 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 the BOARD, 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 the BOARD 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 the BOARD 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 the BOARD;
- 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 the BOARD has or may acquire an interest.

2.44 TREATMENT OF ASSETS

Title to all property furnished by the BOARD shall remain with the BOARD. 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 the Contractor.

2.45 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 the Board.

Certificate Of Completion

Envelope Id: 44A1EDA4AF7E448584F178CD3745B104

Subject: Complete with DocuSign: PC24-96103-006_FY24PWB ConstructionContract.pdf

Division:

Local Government

Program: PWB

ContractNumber: PC24-96103-006

DocumentType: Contract

Source Envelope:

Document Pages: 25

Signatures: 1

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent

Envelope Originator:

Ava Gombosky

1011 Plum Street SE

MS 42525


Olympia, WA 98504-2525

ava.gombosky@commerce.wa.gov

IP Address: 147.55.149.193

Record Tracking

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Signer Events	Signature	Timestamp
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scott.detro1@gmail.com		Viewed: 1/18/2024 1:26:02 PM
Member/Partner		Signed: 1/18/2024 1:27:07 PM
W.Scott Detro		
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 63.142.204.199	

Electronic Record and Signature Disclosure:
Accepted: 1/18/2024 1:26:02 PM
ID: e9a222f4-9147-4e02-badf-8e058c82d826

Soo Ing-Moody	Sent: 1/18/2024 1:27:08 PM
townmayor@townoftwisp.com	Viewed: 1/18/2024 1:58:44 PM
Security Level: Email, Account Authentication (None)	

Electronic Record and Signature Disclosure:
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ID: 1d90e10c-6838-43d8-b8bc-955066defba6

Kathryn Gardow	
pwbgardowk@gmail.com	
Security Level: Email, Account Authentication (None)	

Electronic Record and Signature Disclosure:
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Andrew Denham
publicworks@townoftwisp.com
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Randahl Kilmer
clerktreasurer@townoftwisp.com
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Accepted: 4/27/2021 8:59:00 AM
ID: 0cc2f398-65a5-4aa5-99d2-318fe7bd5b9f

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Washington State Department of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@commerce.wa.gov

To advise Washington State Department of Commerce of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@commerce.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.

CONTRACT FACE SHEET**Contract Number:** PC24-96103-002**PUBLIC WORKS BOARD
CONSTRUCTION FUNDING CONTRACT**

1. Contractor Town of Twisp PO Box 278 Twisp, WA 98856		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative		4. Public Works Board Representative Ava Gombosky	
5. Contract Amount \$728,016	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Contract Start Date Contract Execution Date	8. Contract End Date June 1, 2044
9. Federal Funds (as applicable) N/A	Federal Agency N/A	CFDA Number N/A	
10. Tax ID # N/A	11. SWV # SWV0018013-00	12. UBI # 248-000-005	13. UEI # N/A
14. Contract Purpose Fund a project of a local government for the planning, acquisition, construction, repair, reconstruction, replacement, rehabilitation, or improvement of streets, roads, bridges, drinking water systems, stormwater systems, sanitary sewage systems, or solid waste facilities, including recycling facilities.			
The BOARD, defined as the Washington State Public Works Board and Contractor acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year last written below. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents that are incorporated by reference: Contract Terms and Conditions including Declarations Page; Attachment I: Attorney's Certification; and the Public Works Board's Traditional Program Policy Handbook, found on the PWB website.			
FOR THE CONTRACTOR		FOR PUBLIC WORKS BOARD	
Signature Soo Ing-Moody Print Name Title townmayor@townoftwisp.com Date		Kathryn A. Gardow, Public Works Board Chair Date APPROVED AS TO FORM ONLY Signature on File Dawn C. Cortez Assistant Attorney General	



DECLARATIONS

CLIENT INFORMATION

Legal Name: Town of Twisp
Contract Number: PC24-96103-002

PROJECT INFORMATION

Project Title: Painter's Addition Emergency Egress Project
Project City: Town of Twisp
Project State: **Washington**
Project Zip Code: 98856-0278

FUNDING INFORMATION

LOAN FUNDING:

Loan Amount: **\$364,008**
Loan Term: **20 years**
Interest Rate: **0.86%**
Payment Month: June 1st

GRANT FUNDING:

Grant Amount: \$364,008
% of Funding as Grant: 50%

PROJECT TOTALS:

Total Estimated Cost: **\$728,016**
Total Project Funding: **\$728,016**
Earliest Date for Cost Reimbursement: **September 8, 2023**
Time of Performance: 60 months from Execution Date of this Contract to Project Completion.

ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS CONTRACT

N/A

LOAN SECURITY CONDITION GOVERNING THIS CONTRACT

This loan is a general obligation of the CONTRACTOR.

SCOPE OF WORK

This project will construct a new approximately 725' egress road connecting Bigelow Street/May Street from the southeast to a connection at Twisp Carlton Road. The proposed work involves property acquisition for the new road, imported top course, imported base course, excavation and embankment, BST paving, demolition of existing features and structures as required, and construction of drainage facilities.

The project costs may include but are not limited to: engineering, cultural and historical resources, environmental documentation, review, permits, public involvement, bid documents, and construction. The project needs to meet all applicable Local, State, and/or Federal standards



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CONTRACT TERMS AND CONDITIONS

PUBLIC WORKS BOARD CONSTRUCTION FUNDING PROGRAM

SPECIAL TERMS AND CONDITIONS

1.1 Definitions

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

- A. "The BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and who is a Party to the Contract
- B. "Contract" shall mean this Construction Funding Contract.
- C. "Contractor" shall mean the local government identified on the Contract Face Sheet receiving funding to complete the project described in the SCOPE OF WORK described in this Contract and who is a Party to the Contract, and shall include all employees and agents of the Contractor.
- D. "Declarations " and "Declared" shall refer to the project information, loan terms and conditions as stated on the Declarations Page of this Funding Contract, displayed within the Contract in **THIS STYLE** for easier identification.
- E. The Traditional Program Policy Handbook shall mean the handbook found at the [PWB Traditional Financing Webpage](#) and available upon request as PDF.

1.2 Authority

Acting under the authority of RCW 43.155, the BOARD has awarded the Contractor Public Works Board construction funding for an approved public works project.

1.3 Purpose

The BOARD and the Contractor have entered into this Contract to provide funds to enable the Contractor to undertake a local public works project that furthers the goals and objectives of the Washington State Public Works Program. The project will be undertaken by the Contractor and will include the activities described in the **SCOPE OF WORK** shown on the Declarations page. The project must be undertaken in accordance with the contract terms and conditions, and all applicable federal, state and local laws and ordinances, which are incorporated by reference.

1.4 Order of Precedence

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

- A. Applicable federal and state of Washington statutes and regulations.
- B. Special Terms and Conditions including attachments.
- C. General Terms and Conditions.

1.5 5- year deferral for start-up systems

If the project financed by this Contract is to develop a system to deliver previously unavailable services, and revenue from those services is to repay the loan, the new system is eligible for a deferral of loan payments for sixty (60) months after the Contract execution date. The Contractor may provide a written request to the BOARD requesting a 5-year deferral for an eligible system. The BOARD may approve the deferral request.

Interest accrues for the aforementioned sixty (60) months. The accrued interest only payment is due June 1 of the 6th year of the loan term. Interest and principal payments are due on June 1 of the 7th year of the loan term.

1.6 Competitive Bidding Requirements

The Contractor shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the Public Works Program.

1.7 Default in Repayment

If the funding under this Contract constitutes a loan, repayments shall be made on the loan in accordance with Section 1.18 of this Contract. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a monthly penalty beginning on the first (1st) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be one percent (1%) per month or twelve percent (12%) per annum. The same penalty terms shall apply at project completion if the repayment of loan funds in excess of eligible costs are not repaid at the time of the Project Completion Amendment is submitted, as provided for in Section 1.13.

The Contractor acknowledges and agrees to the BOARD's right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the Contractor of such delinquency.

The Contractor shall be responsible for all legal fees incurred by the BOARD in any action undertaken to enforce its rights under this section.

1.8 Investment Grade Audit

For projects involving repair, replacement, or improvement of a wastewater treatment plant, or other public works facility for which an investment grade audit is obtainable, Contractor must undertake an investment grade audit. Costs incurred as part of the investment grade audit are eligible project costs.

1.9 Sub-Contractor Data Collection

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

1.10 Eligible Project Costs

The Eligible project costs must consist of expenditures eligible under Washington Administrative Code (WAC) 399-30-030 and be related only to project activities described in the declared **SCOPE OF WORK**. Eligible costs for reimbursement shall be construed to mean expenditures incurred and paid, or incurred and payable within thirty (30) days of the reimbursement request. Only costs that have been incurred on or after **EARLIEST DATE FOR COST REIMBURSEMENT** shown in the Declarations are eligible for reimbursement under this Contract. Eligible costs will be paid according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

The Contractor assures compliance with WAC 399-30-030, which identifies eligible costs for projects assisted with BOARD funding.

These terms supersede the terms in Section 2.2. Allowable Costs.

1.11 Historical and Cultural Resources

Prior to approval and disbursement of any funds awarded under this Contract, the Contractor shall cooperate with the BOARD to complete the requirements of Governor's Executive Order 21-02 or the 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 the BOARD 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, the Contractor shall, in accordance with Governor's Executive Order 21-02 as applicable, coordinate with the BOARD and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommendation consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by the 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 memoranda of agreement, if historical or cultural artifacts found during the 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 BOARD 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 Contract 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 the Contract, the 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 Permits.

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 Contract may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

1.12 Performance Incentives

The Contractor shall complete the project no later than sixty (60) months after the date of Contract execution.

Should the Contractor submit the Certified Project Completion Report within forty-eight (48) months of the date of Contract execution, the Contractor may choose one of the two following incentives upon project completion:

Option A: The repayment period will be increased by twenty-four (24) months, not to exceed the life of the asset, OR:

Option B: The interest rate will be decreased by one-quarter of one percent (0.25%).

Should the Contractor submit the Certified Project Completion Report within thirty-six (36) months of the date of Contract execution, the Contractor may choose one of the following two incentives upon project completion:

Option C: The repayment period will be increased by sixty (60) months, not to exceed the life of the asset, OR;

Option D: The interest rate will be decreased by up to one-half of one percent (0.50%).

Once an option is selected, the Contract shall be modified to note the appropriate change and no further adjustment to the Contract for Performance Incentives shall be authorized. Irrespective of the performance incentive chosen, at no point in time shall the minimum loan interest rate be less than 0.25%.

The calculation of interest rate and term adjustments will apply to the remaining payments beginning from the date the Project Completion report is certified.

1.13 Project Completion Amendment and Certified Project Completion Report

The Contractor shall complete a Certified Project Completion Report when all activities identified in the **SCOPE OF WORK** are complete. The BOARD will supply the Contractor with the Certified Project Completion Report form, which shall include:

- A. A certified statement that the project, as described in the declared **SCOPE OF WORK**, is complete and, if applicable, meets required standards.
- B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in the **SCOPE OF WORK**.
- C. Certification that all costs associated with the project have been incurred and have been accounted for. Costs are incurred when goods and services are received and/or Contract work is performed.
- D. A final voucher for the remaining eligible funds.
- E. Pictures of Completed Project.

The Contractor will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the loan amount. The final Invoice Voucher payment shall not occur prior to the completion of all project activities identified in the **SCOPE OF WORK** and the BOARD's receipt and acceptance of the Certified Project Completion Report.

The Project Completion Amendment shall serve as an amendment to this Contract determining the final loan amount, local share, term, and interest rate.

1.14 Project Signs

If the Contractor displays, during the period covered by this Contract, signs or markers identifying those agencies participating financially in the approved project, the sign or marker must identify the Washington State Public Works Board as a participant in the project.

1.15 Rate and Term of Loan

If the Contractor is awarded a loan, the BOARD shall fund the Contractor a sum not to exceed the **LOAN AMOUNT** shown on the Contract Face Sheet and declared on the Contract Declarations Page. The interest rate shall be the declared **INTEREST RATE** per annum on the outstanding principal balance. The length of the loan shall not exceed the declared **LOAN TERM** in years, with the final payment due by the **CONTRACT END DATE** as shown on the Contract Face Sheet.

The loan forgiveness shall be applied at project completion and shall apply to the lesser of the loan amount or the actual eligible costs and that declared percent on any accrued interest. The percent of loan forgiveness and interest rate shall not be changed, regardless of the actual cost of the project and the Affordability Index at project completion.

1.16 Recapture

In addition to the recapture provisions in Section 2.32, the right to recapture shall exist for a period not to exceed six (6) years following Contract termination. In the event that the Board is required to institute legal proceedings to enforce the recapture provision, the BOARD shall be entitled to its costs, including attorney's fees.

1.17 Reimbursement Procedures and Payment

If funding or appropriation is not available at the time the invoice is submitted, or when this Contract is executed, the issuance of warrants will be delayed or suspended until such time as funds or appropriation become available. Therefore, subject to the availability of funds, warrants shall be issued to the Contractor for reimbursement of allowable expenses incurred by the Contractor while undertaking and administering approved project activities in accordance with the declared **SCOPE OF WORK**.

The CONTRACTOR shall submit all Invoice Vouchers and all required documentation per guidance in the BOARD Traditional Program Policy Handbook, which is incorporated by reference.

The BOARD shall reimburse the Contractor for eligible project expenditures up to the maximum loan amount under this Contract, as identified in Section 1.10. When requesting reimbursement for costs incurred, the Contractor shall submit all Invoice Vouchers and any required documentation electronically through the Department of Commerce's (COMMERCE) Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the BOARD Project Manager upon request.

Requests for reimbursements for costs related to **construction** activities will not be accepted until the Contractor provides:

- Proof of compliance with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act, as described in Section 1.11, and
- Signed Public Works Board Notice of Contract Award and Notice to Proceed, which follows the formal award of a construction contract.

If the Contractor receives funding in the form of both a grant and a loan, the Contractor shall bill to the loan and grant proportionally until and if funds are exhausted.

The BOARD will pay the Contractor upon acceptance of the work performed and receipt of properly completed invoices. Invoices shall be submitted to the BOARD monthly or at least quarterly, as appropriate.

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

The BOARD may, at 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 Contract shall be made by the BOARD.

BOARD shall not release the final five (5) percent of the total loan amount until acceptance by BOARD of project completion report.

Duplication of Billed Costs. If the Contractor is entitled to payment or has been or will be paid by another source for an eligible project cost, then the Contractor shall not be reimbursed by the BOARD for that cost.

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

In no event shall the total Public Works funding exceed 100% of the eligible actual project costs. At the time of project completion, the Contractor shall submit to the BOARD a Project Completion Amendment certifying the total actual project costs, other funding, and local share. The final BOARD funding disbursement shall bring the total funding to the lesser of 100% of the eligible project costs or the total declared **funding under this Contract**. The Project Completion Amendment shall serve as an amendment to this Contract determining the final funding amount, local share, and any applicable interest rate.

In the event that the final costs identified in the Project Completion Amendment indicate that the Contractor has received BOARD monies in excess of 100.00% of eligible costs, all funds in excess of 100.00% shall be repaid to the BOARD by payment to the Department of Commerce, or its successor, together with the submission of the Project Completion Amendment.

1.18 Repayment

If the contract includes loan funding, loan repayment installments are due on the day and month identified under the term: **PAYMENT MONTH** on the Declarations Page. Payments are due each year during the term of the loan beginning one year from the date of Contract execution. Interest only will be charged for this payment if a warrant is issued prior to this date. All subsequent payments shall consist of principal and accrued interest due on the specified **PAYMENT MONTH** date of each year during the remaining term of the loan.

Repayment of a loan under this Contract shall include the declared **INTEREST RATE** per annum based on a three hundred and sixty (360) day year of twelve (12) thirty (30) day months. Interest will begin to accrue from the date each warrant is issued to the Contractor. The final payment shall be on or before the **CONTRACT END DATE** shown on the Declarations page, of an amount sufficient to bring the loan balance to zero.

In the event that the BOARD approves the Contractor's request for a deferral as outlined in Section 1.5, then the first loan repayment is due sixty (60) months after Contract execution. Interest accrues for the sixty (60) months after Contract execution. The accrued interest only will be charged for this payment if a warrant is issued prior to this date. Interest and principal payments are due on the declared **PAYMENT MONTH** date of each year during the remaining term of the loan. The Contractor has the right to repay the unpaid balance of the loan in full at any time or make accelerated payments without penalty.

The Contractor will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Washington State Department of Commerce, or its successor.

1.19 Reports

The Contractor shall furnish the BOARD with:

- A. Project progress reports per guidance in the BOARD Traditional Program Policy Handbook;
- B. Quarterly Expenditure Projection Reports;
- C. Certified Project Completion Report at project completion (as described in Section 1.13);
- D. Pictures and short videos of various stages of the project, and
- E. Other reports as the BOARD may require.

1.20 Termination for Cause

If the Contractor fails to comply with the terms of this Contract, or fails to use the funds only for those activities identified in the **SCOPE OF WORK**, the BOARD may terminate the Contract in whole or in part at any time. The BOARD shall notify the Contractor in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of a loan.

These terms supersede the terms in Section 2.41 Termination for Cause/Suspension.

1.21 Termination for Convenience

Notwithstanding anything in Section 2.42 Termination for Convenience, the BOARD may suspend or terminate this Contract in the event that funds are no longer available to the BOARD, or are not appropriated for the purpose of meeting the BOARD's obligations under this Contract. Termination will be effective when the BOARD sends written notice of termination to the Contractor. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

1.22 Time of Performance

No later than sixty (60) months after the date of Contract execution the Contractor must reach project completion.

Failure to meet Time of Performance shall constitute default of this Contract. In the event of extenuating circumstances, the Contractor may request, in writing, that the BOARD extend the deadline for project completion. The BOARD may extend the deadline.

The term of this Contract shall be for the entire term of any loan provided under this contract, regardless of actual project completion, unless terminated sooner as provided herein.

1.23 Contract Suspension

In the event that the Washington State Legislature fails to pass and the Governor does not authorize a Capital Budget by June 30 of each biennium, the Washington State Constitution Article 8 and RCW 43.88.130 and RCW 43.88.290 prohibit expenditures or commitments of state funds in the absence of appropriation.

In such event, all work under this Contract will be suspended effective July 1. The Contractor shall immediately suspend work under this Contract and take all reasonable steps necessary to minimize the cost of performance directly attributable to such suspension until the suspension is cancelled.

The BOARD shall notify the Contractor immediately upon lifting of the Contract suspension.

1.24 Special Conditions

If ADDITIONAL SPECIAL CONDITIONS are listed on the Contract Declarations Page then these conditions are herein incorporated as part of the terms and requirements of this Contract.

1.25 Loan Security

Loan Security payments shall be made as stated on the attached Declarations Page, and identified as LOAN SECURITY.

GENERAL TERMS AND CONDITIONS

2.1 DEFINITIONS

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

- A. "Authorized Representative" shall mean the Public Works Board Chair and/or the designee authorized in writing to act on the Chair's behalf.
- B. "Contractor" 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.
- C. "BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and which is a Party to the Contract
- D. "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.
- E. "State" shall mean the state of Washington.
- F. "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.

2.2 Allowable Costs

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

2.3 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.

2.4 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.

2.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

2.6 APPROVAL

This contract shall be subject to the written approval of the BOARD's Authorized Representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

2.7 ASSIGNMENT

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

2.8 ATTORNEYS' FEES

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorney's fees and costs.

2.9 AUDIT

A. General Requirements

- If requested by the Board at any time during the contract period and six (6) years following termination of the Contract, Contractor will obtain an audit, at its own expense.
- Contractors are to procure audit services based on the following guidelines.
- The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.
- The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.
- The BOARD reserves the right to recover from the Contractor all disallowed costs resulting from the audit.
- Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to the BOARD's request for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

- In the event an audit is required, if the Contractor is a local government entity, the Office of the State Auditor shall conduct the audit.
- Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor.
- The Contractor shall include the above audit requirements in any subcontracts.
- In any case, the Contractor's financial records must be available for review by the BOARD.

2.10 CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

2.11 CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

1. All material provided to the Contractor by the BOARD that is designated as "confidential" by the BOARD;
2. All material produced by the Contractor that is designated as "confidential" by the BOARD; and
3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's

name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

- 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 the BOARD 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 the BOARD with its policies and procedures on confidentiality. The BOARD may require changes to such policies and procedures as they apply to this Contract whenever the BOARD reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the BOARD. Upon request, the Contractor shall immediately return to the BOARD any Confidential Information that the BOARD reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Contractor shall notify the BOARD 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.

2.12 CONFORMANCE

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

2.13 COPYRIGHT PROVISIONS

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 the BOARD. The BOARD 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 the BOARD 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 the BOARD 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 the BOARD.

The Contractor shall exert all reasonable effort to advise the BOARD, 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 the BOARD with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. The BOARD shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

2.14 DISALLOWED COSTS

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

2.15 DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Chair of the BOARD, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and
- be mailed to the BOARD Chair and the other party's (respondent's) Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Chair or the Chair's designee and the requestor within five (5) working days.

The Chair or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Chair or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

2.16 DUPLICATE PAYMENT

The Contractor certifies that work to be performed under this contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

2.17 ETHICS/CONFLICTS OF INTEREST

In performing under this Contract, the Contractor shall assure compliance with the Ethics in Public Service Act, RCW 42.52 and any other applicable local, state or federal law related to ethics or conflicts of interests.

2.18 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.

2.19 INDEMNIFICATION

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The GRANTEE's obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

The Contractor's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Contractor, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or its subcontractors, agents, or employees.

The GRANTEE waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

2.20 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or the BOARD. The Contractor will not hold itself out as or claim to be an officer or employee of the BOARD or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

2.21 INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the BOARD may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. The BOARD may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the BOARD under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

2.21 LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

Washington State Laws and Regulations

- A. Affirmative Action, RCW 41.06.020 (11).
- B. Boards of Directors or Officers of Non-profit Corporations – Liability – Limitations, RCW 4.24.264.
- C. Contracts for Architectural and Engineering Services. RCW 39.80
- D. Disclosure-Campaign Finances-Lobbying, RCW 42.17.
- E. Discrimination-Human Rights Commission, RCW 49.60.
- F. Ethics in Public Service, RCW 42.52
- G. Growth Management, RCW 36.70A
- H. Housing Assistance Program, RCW 43.185.
- I. Interlocal Cooperation Act, RCW 39.34.
- J. Noise Control, RCW 70.107.
- K. Office of Minority and Women's Business Enterprises, RCW 39.19 and WAC 326-02.
- L. Open Public Meetings Act, RCW 42.30.
- M. Prevailing Wages on Public Works, RCW 39.12.
- N. Public Records Act. RCW 42.56.
- O. Public Works Projects, RCW 43.155
- P. Relocation Assistance – Real Property Acquisition Policy, RCW 8.26.
- Q. Shoreline Management Act of 1971, RCW 90.58.
- R. State Budgeting, Accounting, and Reporting System, RCW 43.88

- S. State Building Code, RCW 19.27 and Energy-related building standards, RCW 19.27A, and Provisions in buildings for aged and handicapped persons, RCW 70.92.
- T. State Coastal Zone Management Program, Publication 01-06-003, Shorelands and Environmental Assistance Program, Washington State Department of Ecology.
- U. State Environmental Policy, RCW 43.21C.
- V. State Executive Order 21-02 Archeological and Cultural Resources.

2.23 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.

2.24 LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

2.25 Local Public Transportation Coordination

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

2.26 NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Board. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

2.27 PAY EQUITY

The Contractor agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - 1. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - 2. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - 3. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the BOARD, if the BOARD, the Department of Commerce, or the Department of Enterprise Services determines that the Contractor is not in compliance with this provision.

2.28 POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of RCW 42.17 and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

2.29 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, RCW 39.12, as applicable to the Project funded by this contract, 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 RCW 39.12, and shall make such records available for the BOARDS review upon request.

2.30 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

2.31 PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or the BOARD's name is mentioned, or language used from which the connection with the state of Washington's or the BOARD's name may reasonably be inferred or implied, without the prior written consent of the BOARD.

2.32 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, the BOARD reserves the right to recapture funds in an amount to compensate the BOARD 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 the BOARD. In the alternative, the BOARD may recapture such funds from payments due under this contract.

2.33 RECORDS MAINTENANCE

The Contractor shall maintain all 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 which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment.

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 finally resolved.

2.34 REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

2.35 RIGHT OF INSPECTION

At no additional cost all records relating to the Contractor's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by the BOARD, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide access to its facilities for this purpose.

2.36 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, the BOARD may terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

2.37 SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Contract and to this end the provisions of this Contract are declared to be severable.

2.38 SUBCONTRACTING

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

If the BOARD 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, the BOARD 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 the BOARD 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 the BOARD for any breach in the performance of the Contractor's duties.

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

2.39 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.

2.40 TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

2.41 TERMINATION FOR CAUSE

In the event the BOARD determines the Contractor has failed to comply with the conditions of this contract in a timely manner, the BOARD has the right to suspend or terminate this contract. Before suspending or terminating the contract, the BOARD 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.

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

2.42 TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract the BOARD 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, the BOARD 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.

2.43 TERMINATION PROCEDURES

Upon termination of this contract, the BOARD, in addition to any other rights provided in this contract.

The rights and remedies of the BOARD 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 the BOARD, 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 the BOARD 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 the BOARD 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 the BOARD;
- 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 the BOARD has or may acquire an interest.

2.44 TREATMENT OF ASSETS

Title to all property furnished by the BOARD shall remain with the BOARD. 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 the Contractor.

2.45 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 the Board.

ATTACHMENT I: ATTORNEY’S CERTIFICATION

PUBLIC WORKS BOARD
CONSTRUCTION FUNDING PROGRAM

CONTRACTOR: Town of Twisp
CONTRACT Number: PC24-96103-002

I, Scott Detro, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of the Town of Twisp (the CONTRACTOR); and

I have also examined any and all documents and records which are pertinent to the CONTRACT, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

- 1. The CONTRACTOR is a public body, properly constituted and operating under the laws of the state of Washington, empowered to receive and expend federal, state and local funds, to CONTRACT with the state of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
- 2. The CONTRACTOR is empowered to accept the BOARD’s financial assistance and to provide for repayment of the loan as set forth in the CONTRACT.
- 3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the CONTRACTOR from repaying the loan extended by the BOARD with respect to such project. The CONTRACTOR is not a party to litigation which will materially affect its ability to repay such loan on the terms contained in the CONTRACT.
- 4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to the CONTRACTOR.

DocuSigned by:
Scott Detro
21E97FA009634D7...
Signature of Attorney
Scott Detro
Name

1/12/2024 | 9:07 AM PST
Date

Certificate Of Completion

Envelope Id: 42D4BCAECBAE4B6D99B2745770CFE8D1

Status: Sent

Subject: Complete with DocuSign: PC24-96103-002_FY24PWB ConstructionContract.pdf

Division:

Local Government

Program: PWB

ContractNumber: PC24-96103-002

DocumentType: Contract

Source Envelope:

Document Pages: 25

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Ava Gombosky

AutoNav: Enabled

1011 Plum Street SE

Envelopeld Stamping: Enabled

MS 42525

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Olympia, WA 98504-2525

ava.gombosky@commerce.wa.gov

IP Address: 147.55.134.123

Record Tracking

Status: Original

Holder: Ava Gombosky

Location: DocuSign

1/11/2024 5:22:50 PM

ava.gombosky@commerce.wa.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Washington State Department of Commerce

Location: DocuSign

Signer Events**Signature****Timestamp**

Scott Detro

scott.detro1@gmail.com

Member/Partner

W.Scott Detro

Security Level: Email, Account Authentication
(None)

DocuSigned by:


21E97FA009634D7...

Sent: 1/11/2024 5:29:12 PM

Viewed: 1/12/2024 9:07:01 AM

Signed: 1/12/2024 9:07:54 AM

Signature Adoption: Pre-selected Style

Using IP Address: 63.142.204.199

Electronic Record and Signature Disclosure:

Accepted: 1/12/2024 9:07:01 AM

ID: 438f78c4-1f51-4f37-b71a-2c6c90a40035

Soo Ing-Moody

townmayor@townoftwisp.com

Security Level: Email, Account Authentication
(None)

Sent: 1/12/2024 9:07:56 AM

Viewed: 1/12/2024 2:04:55 PM

Electronic Record and Signature Disclosure:

Accepted: 1/12/2024 2:04:55 PM

ID: d5f0935f-a5a7-4c82-9795-19497a0619e9

Kathryn Gardow

pwbgardowk@gmail.com

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 1/11/2024 12:29:15 PM

ID: f070423c-a98a-43cc-97b9-4697118e5501

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Andrew Denham
publicworks@townoftwisp.com
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Randahl Kilmer
clerktreasurer@townoftwisp.com
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Accepted: 4/27/2021 8:59:00 AM
ID: 0cc2f398-65a5-4aa5-99d2-318fe7bd5b9f

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	1/11/2024 5:29:12 PM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure		
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Washington State Department of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@commerce.wa.gov

To advise Washington State Department of Commerce of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@commerce.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Washington State Department of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Washington State Department of Commerce

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.

**Proposed Revisions to Twisp Codes for Short Term Rental Units
Based on Recommendations from the Twisp Planning Commission
CLEAN VERSION FROM 1/9/2024**

18.10.190 “S” definitions.

“Short-term vacation rental” (STVR) describes a living unit available for rent within a single-family home, accessory dwelling unit, condominium, or apartment: or in a multi-family or mixed use/commercial building, which is rented on a nightly, weekly, or other basis for less than 30 continuous days, but not occurring within approved hotels, motels, inns, or bed and breakfasts, which have additional life and safety standards. STVRs are usually booked through a service, an internet site or direct contact with the owner, and may or may not have onsite management.

Appendix A

District Use Chart

Uses of land in Twisp are regulated based on the primary or principal use of the land and/or structures occupying the land. In commercial and light industrial zones (excluding airport industrial) uses incidental, secondary, accessory or appurtenant to the primary or principal use of the land and/or structure do not have to be listed in the use chart as an allowed use in order to be allowed providing such uses do not represent a significant (greater than 30 percent) percentage or portion of use or activity and do not alter the appearance and overall use of the land and/or structure. Such uses must complete an impact assessment checklist and may be conditioned by the administrator to mitigate potential noise, dust and other impacts to adjoining properties.

Uses not listed: uses not listed in the district use chart may be allowed if they comply with the general and specific performance standards and with any special regulations that apply to the zoning district in which the use is proposed. The district use chart is not a prescriptive list of all allowed or disallowed uses, but a comprehensive list of examples.

LEGEND:

A = Allowed Use

P = Prohibited Use

AP = Allowed; Administrative Permit Required

PD = Planned Development Permit Required

CUP = Conditional Use Permit Required

BSP = Binding Site Plan

	R1	R2	R3	C1	C2	C3	CR	I	AIR	PU
Short-term vacation rentals (STVR's) – Owner Occupied	AP	AP	AP	AP	AP	AP	AP	P	P	P
Short-term vacation rentals (STVR's) – Non-Owner Occupied	P	P	P	AP	AP	AP	AP	P	P	P

18.50.080 Administrative permits.

(4) Conditions of Approval. In order to mitigate anticipated impacts of a proposed use or support a finding of fact or prevent and abate public nuisances associated with any project for which an administrative permit is requested, the administrator shall have the authority to require compliance with conditions and safeguards deemed necessary to mitigate the anticipated impacts of a proposed use, based on the findings of fact (per subsection (3)(b) of this section). Such conditions may be imposed that could increase requirements in the standards, criteria, or regulations of this title or other town legislation or adopted policies. Project proponents may submit plans for proposed alternative means of mitigation impacts for review by the town. No administrative permit shall require, as a condition, the dedication of land for any purpose not reasonably related to the use of property for which the administrative permit is requested, nor posting of a bond to guarantee installation of public improvements not reasonably related to the use of property for which the administrative permit is requested.

(a) Prior to approval of an administrative permit for short-term vacation rentals the following conditions must be met, and remain in compliance. Compliance with said conditions is required on an annual basis. Noncompliance may result in revocation of permit.

Requirements for Property Owners for Approval of Administrative Permit for STVR in Residential Zoning Districts:

1. Any premise containing a STVR must be owner occupied
2. Detached Accessory Dwelling Units may not be used for STVR accommodations.
3. Owner shall identify the location of all on-line advertising (Airbnb, etc.) on the Administrative Permit application.
4. Administrative Permits approving specific STVR's are not transferable with the premises.
5. A current and valid Town business license is required at all times for the Administrative Permit to be valid.
6. A current and valid State business license is required at all times for the Administrative Permit to be valid.
7. All permits required by the Okanogan County Health District must be acquired and maintained at all times for the Administrative Permit to be valid.
8. Health and safety inspections of the premises must be conducted and documented as required by appropriate building and fire officials.
9. Adequate parking space must be provided for guests on the premises. No STVR parking is allowed on public right-of-way.
10. Name and contact information for the owner or site manager must be posted on the premises in an accessible area for STVR guests and public safety responders to access
11. The owner or site manager shall create and provide to the Administrator a list of general living provisions that will be provided to all STVR guests that will ensure guest activities on the premise do not become a nuisance to the surrounding residential neighborhood.
12. The owner or site manager must always be available to respond to complaints and emergencies and arrive at the STVR within 1 hour of being notified at all times during the rental period.
13. The owner shall require all guests to provide the owner or sitemanager with a written copy of all names and contact information for each guest, and vehicle license(s).

14. Only up to one sign may be displayed for each STVR, which shall be no larger than 2 sq. ft., with indirect downward facing lighting so that it does not interfere with neighboring residents.
15. Noise originating inside or outside of an STVR shall not exceed 65 decibels at the property line of the premises.
16. Annual renewal of each STVR Administrative Permit is required.
17. Repeated violations of any of these requirements will result in the loss of the Administrative Permit.

Requirements for Property Owners for Approval of Administrative Permit for STVR in Commercial Zoning Districts:

1. Owner shall identify the location of all on-line advertising (Airbnb, etc.) on the Administrative Permit application.
2. Administrative Permits approving specific STVR's are not transferable with the premises.
3. A current and valid Town business license is required at all times for the Administrative Permit to be valid.
4. A current and valid State business license is required at all times for the Administrative Permit to be valid.
5. All permits required by the Okanogan County Health District must be acquired and maintained at all times for the Administrative Permit to be valid.
6. Health and safety inspections of the premises must be conducted and documented as required by appropriate building and fire officials.
7. Adequate parking space must be provided for guests on the premises. No STVR parking is allowed on public right-of-way.
8. Name and contact information for the owner or site manager must be posted on the premises in an accessible area for STVR guests and public safety responders to access
9. The owner or site manager shall create and provide to the Administrator a list of general living provisions that will be provided to all STVR guests that will ensure guest activities on the premise do not become a nuisance to the surrounding neighborhood.
10. The owner or site manager must always be available to respond to complaints and emergencies and arrive at the STVR within 1 hour of being notified at all times during the rental period.
11. The owner shall require all guests to provide the owner or sitemanager with a written copy of all names and contact information for each guest, and vehicle license(s).
12. Only up to one sign may be displayed for each STVR, which shall be no larger than 2 sq. ft., with indirect downward facing lighting so that it does not interfere with neighboring residents.
13. Noise originating inside or outside of an STVR shall not exceed 65 decibels at the property line of the premises.
14. Annual renewal of each STVR Administrative Permit is required.
15. Repeated violations of any of these requirements will result in the loss of the Administrative Permit.

LAND USE REGULATIONS

[illegible]

Chapter 18.50 ADMINISTRATION

18.50.080 Administrative permits.

(4) Conditions of Approval. In order to mitigate anticipated impacts of a proposed use or support a finding of fact or prevent and abate public nuisances associated with any project for which an administrative permit is requested, the administrator shall have the authority to require compliance with conditions and safeguards deemed necessary to mitigate the anticipated impacts of a proposed use, based on the findings of fact (per subsection (3)(b) of this section). Such conditions may be imposed that could increase requirements in the standards, criteria, or regulations of this title or other town legislation or adopted policies. Project proponents may submit plans for proposed alternative means of mitigation impacts for review by the town. No administrative permit shall require, as a condition, the dedication of land for any purpose not reasonably related to the use of property for which the administrative permit is requested, nor posting of a bond to guarantee installation of public improvements not reasonably related to the use of property for which the administrative permit is requested.

(a) The following conditions must be met prior to approval of an administrative permit for overnight accommodations and overnight rentals. Compliance with said conditions is required on an annual basis. Noncompliance may result in revocation of permit.

- i. Town business license.
- ii. Transient accommodation permit.
- iii. Okanogan County health district permits as appropriate for food service, if any.
- iv. Parking will be as required in underlying zone.

LETTER OF TRANSMITTAL

TO: COUNCIL MEMBERS, MAYOR HANS SMITH AND TOWN CLERK
FROM: THOM VETTER, TWISP TOWN PLANNER
SUBJECT: REVISIONS TO SHORT TERM VACATION RENTAL CODE

DATE: 1/4/2024
CC: PROJECT FILE

The Town of Twisp Planning Commission, in conformance with Title 14 TMC, HAS held an open record public hearing and approved sending revisions of the Short Term Vacation Rental code to the Town Council. The Town Council asked staff to revisit parts of the revised code. The attached ordinance and related materials provide details to the proposed amendments to the Twisp Municipal Code.

Thom Vetter, Twisp Town Planner

DRAFT

TOWN OF TWISP STAFF REPORT
SHORT TERM VACATION RENTALS

DATE: October 26, 2023
TO: TOWN COUNCIL
FROM: THOM VETTER, TOWN PLANNER
SUBJECT: SHORT-TERM VACATION RENTALS

* * * * *

BACKGROUND

The Town Council directed the Planning Commission to draft amendments to the zoning ordinance in order for the current moratorium on “nightly rentals” to be lifted.

The Town of Twisp Planning Commission held a Public Hearing on the draft amendments to Chapters 18.10 Definitions, Appendix A District Use Chart and 18.50.080 Administrative Permits of the Zoning Code on Wednesday October 25, 2023 at 5:00 pm in the Twisp Civic Building.

Comments were received both written and at the hearing. Three written comments were received and two verbal comments were received.

ZONING

The proposed amendments will affect all zoning classifications.
SEPA review will be completed on November 23, 2023 no appeals or comments received.

COMMENTS

Three written comments and two people testified at the hearing.

PROPOSAL

A strike-out copy of the proposed amendments to the Twisp STVR is attached hereto.

PROCESS

The Planning Commission held a Public Hearing on October 25, 2023, following which they made a recommendation to the Town Council to adopt the STRV amendments as recommended by the Planning Commission.

ACTIONS ON OTHER RELEVANT PERMITS

Since enactment of the moratorium two applications for short-term vacation rentals have been denied with several others having been discussed but no applications submitted.

RECOMMENDATION

Staff recommends that the Council adopt an ordinance to amend Title 18 TMC to implement the updated STRV regulations.

FINDINGS OF FACT

1. The Town Council directed the Planning Commission to draft amendments to the zoning ordinance to end the current moratorium on “nightly rentals”.
2. The Planning Commission convened a task force to study the issues and prepare recommendations.
3. Three written comments and two oral testimonies were received during the public comment period and at the hearing.
4. A SEPA Determination of Non-Significance was issued on October 26, 2023.
5. The proposed amendments to the Twisp STVR code are consistent with the intent, goals and policies of the Growth Management Act.
6. Public Notice requirements regarding the October 25, 2023 public hearing on the updated STVR have been completed. The affidavit of publication for said notice is attached and incorporated herein.
7. The File of Record, Staff Report, and exhibits were received, admitted into the record and considered by the Planning Commission (hearing body).
8. Any Conclusion of Law that is more correctly a Finding of Fact is incorporated herein as such by this reference.

CONCLUSIONS

1. The Town Council has authority to make amendments to the Twisp Municipal Code.

2. The site of the subject amendments is in the Twisp Town limits located on property with a mixture of residential, commercial, public and industrial uses.
3. Any Finding of Fact that is more correctly a Conclusion of Law is incorporated herein as such by this reference.

Twisp Planning Commission

Schedule for Evaluation of Short-Term Rental Units (STVR's)

Draft Schedule and Plan of Aug 11, 2023

Aug 9 Meeting – Review components of the current code and discuss the revisions to be made, based on the data gained from other like towns.

Aug 23 Meeting – Finalize draft recommendations for code revisions to be sent to the town council with staff report before Sept 1.

Town Council will have to provide written comments to the planning commission by Sept 13.

September 13 – Planning commission reviews council comments, votes on any revisions and initiates the Public Review process (30 days min). Includes SEPA evaluation.

September 27 – Planning commission continues review and discussion of comments and prepares for the public hearing.

October 11 – Planning commission reviews council comments, votes on any revisions, returns the recommendation to town council by Oct 16.

October 16 – Public Review process begins (30 days), during which time a public hearing can be scheduled.

Oct 25 – Planning commission holds public hearing and prepares recommendations to the council.

November 8 – Optional - Planning commission finalizes recommendation to council.

November 14 – Council takes action on planning commission recommendations.

Nov 9, 2023 moratorium expires.

Plan for Preparing Revisions:

1. Review and revise definitions (18.10.190)
2. Review and revise District Use Chart (Appendix A)
3. Review and revise the administrative permit requirements (18.50.080)
4. Prepare a pamphlet of rules for owner and tenants to sign in agreement.
5. Prepare introduction and explanation of the revisions to council.

Twisp Planning Commission

Evaluation of Short Term Rental Housing

Draft of Aug 28, 2023

I. Introduction:

The Twisp Planning Commission (PC) has completed its initial evaluation of the short-term rental a.k.a short-term vacation rental (STVR) housing in Twisp and has prepared the attached documents:

1. List of STVR Problems and Benefits
2. Inventory of STVR's in Twisp
3. List of other similar towns researched.
4. Link to table of research information (Google Docs)
5. Schedule for the Evaluation of STVR's and Code Amendments
6. Twisp Municipal Codes and District Use Chart with proposed changes underlined in red.

As a result of the discussion and development of the above documents, the PC recommends several changes to the current town municipal code. In general, here follows the list of proposed changes, a further explanation of each change can be found below.

- A. Prohibit STVR's in town residential zones. Currently, this is an allowed use and there are currently 2 of these in operation. These 2 uses could continue or be sunset when permit expires or property changes hands. (to be verified by town attorney).
- B. For the STVR's in other zones:
 - a. Increase permit fees and streamline permit requirements.
 - b. Expand the list of owner and guest obligations to add more transparency and increase their understanding and accountability.
- C. Enhance Enforcement and Accountability for Violators.

II. The Process of Evaluation:

On May 9 the town council directed the PC to evaluate the STVR situation and make recommendations for any changes before the moratorium expires on November 9th. Discussion of STVR's began in the flowing PC meeting on May 24, and with one exception has continued bi-weekly for the last 3 months.

As part of the council's direction, the planning commission (PC) was asked to include resident volunteers to form a task force for the research into STVR provisions in other 'like towns'. The data from this research has been largely gathered and organized by categories for a library of information. This library gave the PC options to consider as well as patterns to reinforce changes in Twisp.

One of the first things discussed in the meetings was the list of problems, grievances and concerns of the town members who had negative experiences with STVR's in their neighborhood.

This discussion generated a list of the specific problems (#1 above) and focused our efforts on recommendations that would mitigate these specific problems. The most important concern was the STVR's impact on the availability and affordability of local housing.

Currently, in the town of Twisp, there are 2 STVR units permitted and operating in residential zones and 3 units are permitted and operational in commercial zones (see Inventory # 2 above). One unit is operating in a commercial zone without a permit. There are currently 441 Housing units in Twisp (per HUD), so the percentage of STVR's of the total housing stock is exceedingly small (~1%), and significantly smaller than any of the other towns evaluated. Recognizing that commercial zones allow hotels, motels and multi-family housing, the PC saw no reason to prohibit STVR's in commercial zones. Therefore, the focus of this evaluation has been on whether or not to prohibit STVR's in residential zones (as well as to consider ways to improve the permitting and regulations for all STVR's).

As the research data into other town 's regulations were being developed and loaded into the Town google docs website (thank you Heather!) the meeting discussions focused on the following topics:

- A. The definition of the STVR's to be regulated. It is important to understand that the STVR's do not include hotels, motels, or B&B's, as those uses are regulated separately. Also, STVR's only include rental housing for 30 consecutive days or less. Eventually we agreed to not distinguish between owner-occupied units and non-owner-occupied units to simplify the code and enforcement. So both these uses fall under this same code.
- B. The benefits of STVR's (#1) are real and potentially valuable to seasonal workers, tourists, and visitors, as well as the owners and their families use and financial gain. In discussing these benefits, we considered several points:
 - a. The economic benefit to the town of 2 units (in residential zones) 5 units overall is quite limited in terms of tax, most \$ benefits accrue to the owners.
 - b. Another question considered was if guests would not find other accessible housing if STVR's were prohibited in residential zones. In checking with Kathleen Jordan (Methow Valley Reservations), we learned that most rentals to visitors are near trails. Guests who are seasonal workers usually stay more than 30 days, thus outside the STVR regulations. Firefighters often stay in tents at the SJB or in campgrounds (KOA). In Twisp, lodging is generally less expensive than Winthrop and with few dates excepting, there is ample housing in a range of different types of accommodation in Twisp. In other words, if STVR's were prohibited in residential areas, it would have little impact on housing availability and guest's choices.

- C. The PC recommends the following enhanced list of requirements for STVR owners and guests.
- a. Increase Permit fees as follows:
 - i. Town Permit at \$75, add an endorsement for STVR's for \$250 (In the range of fees in other towns.
 - ii. State Permit leave as is at ~ \$50.
 - b. Review use of the Twisp Land Use Application for an Administrative Permit for operation of a STVR and consider a new endorsement for STVR's which could add fees and other requirements.
 - c. Add or enhanced requirements for owners and their guests. This list grew out of the discussion of the specific problems as well as the learnings from other towns. In general, these provisions fall into the following categories:
 - i. Owner / Manager accessible and available on short notice. Owner agreement to require contact information on guests and vehicles.
 - ii. Guests are required to sign an agreement to comply with a list of general living provisions.

III. Strategies for Enforcement:

Recognizing that Twisp law enforcement is currently constrained, we recommend two ways of monitoring the operation of STVR's.

- One way is to require a site inspection by building and fire officials as a part of the permit review.
- Another way is for the deputy clerk to search the web monthly for rental posts and record the ones with permits and not. This record would be submitted to the council monthly. A series of letters with progressively larger fines could be developed. We have several examples of other towns' notice letters.

IV. Schedule for Evaluation and Resolution of Code Changes

The attached schedule shows the steps to this process more clearly, but the next step is for the council to review and return comments to the PC prior to the PV meeting on Sept 13. At this meeting, the PC will review council's comments and vote on any revisions and initiate the 30-day Public Review and SEPA process. A public hearing must be held, and this is planned on October 16.

On November 14th the PC will issue its final recommendation and on November 14 the council could take action. the moratorium expires on November 9, 2023.

Kathleen Jardin of Methow Valley Reservations has provided information on the current STVR market and she has offered to attend a council meeting and answer questions.

Twisp Nightly Rentals / STVR's Inventory and Status

23-Aug-23

	Permit Number	Received date	Approved date	Name	Address	Zoning	Online?	Current		
								Business License	Active	Comment
1	18-02	6/11/2012	2/14/2018	River Pine Cottage	604 Second Ave	R-2	N	Y	Y	small cottage
2	19-01	2/17/2018	10/16/2019	Ravens Nest	101 N. Glover	C-1	Y	Y	Y	Apartment above 1908 BBQ
3	18-01	1/4/2018	2/8/2018	Twisp Pub House	135 W. Twisp Ave	C-1	Y	Y	Y	House on corner of Twisp and Johnson owners use as vacation home
5	22-01		9//9/22	Peruzzi Nightly Rental	510 W Twisp Ave	R-3	N	Y	?	Renting primarily to friends and family when visiting
	N/A	N/A	N/A	Lauren Linnell	919 E. Methow Valley Highway	C-3	Y	N	Y	Have sent two enforcement letters

STRV'S In Commerial Zones 2

STVR's In Residential Zones 3

Total STVR's 5

Twisp Planning Commission
Nightly Rental (STVR) Housing Study and Evaluation
Problems and Benefits

Draft for 8.23.23

Specific Problems/ Impacts

- 1 Increased traffic
- 2 Congestion from additional parked
- 3 Noise from tenants
- 4 additional garbage
- 5 Lack of property management
contacts and availability
- 6 Lack of info on occupants
Negative impacts to neighborhood
- 7 - disruptions and lack of
community continuity
- 8 Ownership and use of nightly
rentals reduces the availability of
rental units and home ownership
for local residents

Specific Benefits

- 1 Housing for tourists
- 2 Housing for seasonal workers & firefighters
- 3 Income, local spending and taxes from visitors

Questions

1. Would the prohibition of STVR's in residential zones limit housing for
visitors or seasonal workers?
2. What is the amount of income, tax and expenses significant for all
STVR's in residential zones? Is it material ?

Twisp Planning Commission

Similar Towns Who Have Addressed Short Term Vacation Rentals

Draft of Aug 10, 2023

1. How do we define “similar” towns?
 - a. Similar size (1000-10,000) population
 - b. Similar economy (Recreational tourism including seasonal employees, agriculture)
 - c. Rural Character, and distant from closest metropolitan area

2. Initial List of similar towns:
 - a. Twisp – John
 - b. Winthrop-Jerry
 - c. Cashmere-Susan
 - d. Langleigh-John
 - e. Leavenworth-Susan
 - f. San Juan county-Jenn
 - g. San Juan Islands (Orcas, San Juan, Lopez)-Jenn
 - h. Chelan Town/County-Mark
 - i. Aspen-Carolee
 - j. Joseph-Carolee
 - k. Sisters-Morgan
 - l. Packwood – Morgan
 - m. Port Townsend – Morgan

Twisp Planning Commission

Proposed Revisions to Twisp Codes for Short Term Rental Units

Draft from Meeting on Aug 23, 2023

Black text is the existing code, underlined and red text indicates proposed changes.

18.10.140 “N” definitions.

~~“Nightly rental” means tourist accommodation in guest houses, recreational homes or cabins, or part-time residential homes; see also TMC 18.10.150 “Overnight accommodation” and “Overnight rental.”~~

18.10.150 “O” definitions.

~~“Overnight accommodation” means a single family residential dwelling unit or portion thereof, other than approved hotels, motels, inns or bed and breakfasts, rented on a nightly, weekly, or other basis less than month to month rental. Such uses may be within a single family home, an accessory dwelling unit, condominium, multifamily or mixed/commercial use building and generally have an owner/occupant, on-site management or contact.~~

~~“Overnight rental” means a single family residential dwelling unit on an individual lot, other than approved hotels, motels, inns or bed and breakfasts, rented on a nightly, weekly, or other basis less than month to month rental. Such uses may be within a single family home, an accessory dwelling unit, condominium, and multifamily or mixed use/commercial building. Such uses are usually booked through a service or direct contact with owner and do not have on-site management. (Ord. 669 § 1, 2013; Ord. 632 § 1, 2011; Ord. 620 § 2(15), 2010)~~

18.10.190 “S” definitions.

“Short-term vacation rental” (STVR) describes a single-family residential dwelling unit on an individual lot, (not including approved hotels, motels, inns or bed and breakfasts, which have life safety standards), and which is rented on a nightly, weekly, or other basis for less than 30 continuous days. Such uses may be within a single-family home, an accessory dwelling unit, a condominium, an apartment, a room in a home or a multifamily or mixed use/commercial building. Such uses are usually booked through a service, an internet site or direct contact with the owner and may or may not have on-site management.

Appendix A District Use Chart

Uses of land in Twisp are regulated based on the primary or principal use of the land and/or structures occupying the land. In commercial and light industrial zones (excluding airport industrial) uses incidental, secondary, accessory or appurtenant to the primary or principal use of the land and/or structure do not have to be listed in the use chart as an allowed use in order to be allowed providing such uses do not represent a significant (greater than 30 percent) percentage or portion of use or activity and do not alter the appearance and overall use of the land and/or structure. Such uses must complete an impact assessment checklist and may be conditioned by the administrator to mitigate potential noise, dust and other impacts to adjoining properties.

Uses not listed: uses not listed in the district use chart may be allowed if they comply with the general and specific performance standards and with any special regulations that apply to the zoning district in which the use is proposed. The district use chart is not a prescriptive list of all allowed or disallowed uses, but a comprehensive list of examples.

LEGEND:

A = Allowed Use

P = Prohibited Use

AP = Allowed; ~~Administrative~~ Permits Required PD = Planned Development Permit Required CUP =

Conditional Use Permit Required

BSP = Binding Site Plan

	R-1	R-2	R-3	C-1	C-2	C-3	C-R	I	AIR	PU
Overnight accommodations	AP	AP	AP	AP	AP	AP	AP	P	P	P
Overnight Short-term vacation rentals (STVR's) (Previously AP)	P	P	P	AP	AP	AP	AP	P	P	P

18.50.080 Administrative permits.

(4) Conditions of Approval. In order to mitigate anticipated impacts of a proposed use or support a finding of fact or prevent and abate public nuisances associated with any project for which an administrative permit is requested, the administrator shall have the authority to require compliance with conditions and safeguards deemed necessary to mitigate the anticipated impacts of a proposed use, based on the findings of fact (per subsection (3)(b) of this section). Such conditions may be imposed that could increase requirements in the standards, criteria, or regulations of this title or other town legislation or adopted policies. Project proponents may submit plans for proposed alternative means of mitigation impacts for review by the town. No administrative permit shall require, as a condition, the dedication of land for any purpose not reasonably related to the use of property for which the administrative permit is requested, nor posting of a bond to guarantee installation of public improvements are reasonably related to the use of property for which the administrative permit is requested.

The following conditions must be met prior to approval of an administrative permit for ~~overnight accommodation and overnight short-term vacation~~ rentals. Compliance with said conditions is required on an annual basis. Noncompliance may result in revocation of permit.

Requirements for Property Owners for Approval of Administrative Permit:

1. Town business license
2. State business license
3. Okanogan County Health District permit as appropriate
4. Annual license renewal
5. Owner shall identify location of advertising (Airbnb, etc.) on permit application.
6. STVR permits are not transferable with the property.
7. Any lapse in business license (annual) may (will) result in revocation of administrative permit.
8. Health and safety inspections of the residence are required by building and fire officials.
9. Adequate parking space must be provided for guests on the premises. No parking is allowed on public right-of-way.
10. Name and contact info for the local owner or site manager must be posted on-site in an accessible area.
11. The owner or site manager must be available 24 hours a day 7 days a week and must be available to respond to complaints and emergencies and arrive at the STVR within 20 minutes at all times during the rental period.
12. The owner shall require all guests to provide the owner/manager with names and contact information for each guest, and vehicle license(s).
13. A sign for an STVR shall be no larger than 2 sq. ft., wall mounted with indirect down lighting that does not interfere with neighboring residents.
14. Repeated violations of these requirements will result in the loss of the license.
15. By signature below, the owner agrees to these terms and agrees to enforce the following general living provisions. By signature, the owner also agrees to require each guest to sign an agreement to comply with these provisions.

Signed by Owner -----

General Living Provisions for Guests:

1. Outside amplified sound shall not be allowed at any time associated with the STVR
2. No outdoor fires are permitted (exceptions would be propane-fired fire rings).
3. Small, informal noncommercial gatherings of family and friends of STVR guests are permitted, provided the gatherings are not a disturbance to the surrounding neighborhood.
4. Guests shall be subject to Town of Twisp Health and Safety Municipal Code 8.05 which governs nuisances, noise, garbage and pets' management.

Signed by guests _____

**Proposed Revisions to Twisp Codes for Short Term Rental Units
Based on Recommendations from the Twisp Planning Commission
REDLINED VERSION PROVIDED TO COUNCIL ON 1/9/2024**

18.10.140 "N" definitions.

~~"Nightly rental" means tourist accommodation in guest houses, recreational homes or cabins, or part-time residential homes; see also TMC 18.10.150 "Overnight accommodation" and "Overnight rental."~~

18.10.150 "O" definitions.

~~"Overnight accommodation" means a single-family residential dwelling unit or portion thereof, other than approved hotels, motels, inns or bed and breakfasts, rented on a nightly, weekly, or other basis less than month-to-month rental. Such uses may be within a single-family home, an accessory dwelling unit, condominium, multifamily or mixed-use commercial building and generally have an owner/occupant, on-site management or contact.~~

~~"Overnight rental" means a single-family residential dwelling unit on an individual lot, other than approved hotels, motels, inns or bed and breakfasts, rented on a nightly, weekly, or other basis less than month-to-month rental. Such uses may be within a single-family home, an accessory dwelling unit, condominium, and multifamily or mixed-use commercial building. Such uses are usually booked through a service or direct contact with owner and do not have on-site management. (Ord. 669 § 1, 2013; Ord. 632 § 1, 2011; Ord. 620 § 2(15), 2010)~~

18.10.190 "S" definitions.

~~"Short-term rental" means a single-family residential dwelling unit on an individual lot, not including approved hotels, motels, inns or bed and breakfasts (which have life safety standards), which is rented on a nightly, weekly, or other basis less than month-to-month rental. Such uses may be within a single-family home, an accessory dwelling unit, a condominium, an apartment, a room in a home or a multifamily or mixed-use commercial building. Such uses are usually booked through a service or direct contact with owner and do not have on-site management.~~

~~"Short-term vacation rental" (STVR) describes a living unit available for rent within a single-family home, accessory dwelling unit, condominium, or apartment: or in a multi-family or mixed use/commercial building, on an individual lot, (not including approved hotels, motels, inns or bed and breakfasts, which have life and safety standards), and which is rented on a nightly, weekly, or other basis for less than 30 continuous days, but not occurring within approved hotels, motels, inns, or bed and breakfasts, which have additional life and safety standards. Such uses may be within an owner-occupied single-family home, condominium or apartment: or in a multi-family or mixed use/commercial building. Such uses STVRs are usually booked through a service, an internet site or direct contact with the owner, and~~

may or may not have onsite management. Accessory dwelling units are not allowed to be used as a STVR.

Appendix A

District Use Chart

Uses of land in Twisp are regulated based on the primary or principal use of the land and/or structures occupying the land. In commercial and light industrial zones (excluding airport industrial) uses incidental, secondary, accessory or appurtenant to the primary or principal use of the land and/or structure do not have to be listed in the use chart as an allowed use in order to be allowed providing such uses do not represent a significant (greater than 30 percent) percentage or portion of use or activity and do not alter the appearance and overall use of the land and/or structure. Such uses must complete an impact assessment checklist and may be conditioned by the administrator to mitigate potential noise, dust and other impacts to adjoining properties.

Uses not listed: uses not listed in the district use chart may be allowed if they comply with the general and specific performance standards and with any special regulations that apply to the zoning district in which the use is proposed. The district use chart is not a prescriptive list of all allowed or disallowed uses, but a comprehensive list of examples.

LEGEND:

A = Allowed Use

P = Prohibited Use

AP = Allowed; Administrative Permit Required

PD = Planned Development Permit Required

CUP = Conditional Use Permit Required

BSP = Binding Site Plan

	R1	R2	R3	C1	C2	C3	CR	I	AIR	PU
Overnight accommodations	AP	AP	AP	AP	AP	AP	AP	P	P	P
Overnight rentals	AP	AP	AP	AP	AP	AP	AP	P	P	P
Short-term vacation rentals (STVR's) – Owner Occupied	AP	AP	AP	AP	AP	AP	AP	P	P	P
Short-term vacation rentals (STVR's) – Non-Owner Occupied	P	P	P	AP	AP	AP	AP	P	P	P

18.50.080 Administrative permits.

(4) Conditions of Approval. In order to mitigate anticipated impacts of a proposed use or support a finding of fact or prevent and abate public nuisances associated with any project for which an administrative permit is requested, the administrator shall have the authority to require compliance with conditions and safeguards deemed necessary to mitigate the anticipated impacts of a proposed use, based on the findings of fact (per subsection (3)(b) of this section). Such conditions may be imposed that could increase requirements in the standards, criteria, or regulations of this title or other town legislation or adopted policies. Project proponents may submit plans for proposed alternative means of mitigation impacts for review by the town. No administrative permit shall require, as a condition, the dedication of land for any purpose not reasonably related to the use of property for which the administrative permit is requested, nor posting of a bond to guarantee installation of public improvements not reasonably related to the use of property for which the administrative permit is requested.

(a) ~~The following conditions must be met prior~~ Prior to approval of an administrative permit for short-term vacation rentals the following conditions must be met, and remain in compliance. Compliance with said conditions is required on an annual basis. Noncompliance may result in revocation of permit.

Requirements for Property Owners for Approval of Administrative Permit For STVR in Residential Zoning Districts:

- ~~1. Any premise containing a STVR must be owner occupied per TMC 18.10.190~~
- ~~2. Detached Accessory Dwelling Units may not be used for STVR accommodations.~~
- ~~3. Owner shall identify the location of all on-line advertising (Airbnb, etc.) on the Administrative Permit application.~~
- ~~4. Administrative Permits approving specific STVR's are not transferable with the premises.~~
- ~~4-5.~~
- ~~2-6. A current and valid Town business license is required at all times for the Administrative Permit to be valid.~~
- ~~7. A current and valid State business license is required at all times for the Administrative Permit to be valid.~~
- ~~3. --~~
- ~~8. All permits required by the Okanogan County Health District permit, as appropriate must be acquired and maintained at all times for the Administrative Permit to be valid.~~
- ~~9. Health and safety inspections of the premises must be conducted and documented as required by appropriate building and fire officials.~~
- ~~10. Adequate parking space must be provided for guests on the premises. No STVR parking is allowed on public right-of-way.~~
- ~~11. Name and contact information for the owner or site manager must be posted on the premises in an accessible area for STVR guests and public safety responders to access~~
- ~~12. The owner or site manager shall create and provide to the Administrator a list of general living provisions that will be provided to all STVR guests that will ensure guest activities on the premise do not become a nuisance to the surrounding residential neighborhood.~~
- ~~4. --~~
- ~~5. Annual Administrative Permit Renewal~~
- ~~6. Owner shall identify location of advertising (Airbnb, etc.) on Administrative Permit application.~~
- ~~7. Administrative Permits for STVR's are not transferable with the premises.~~

~~8. Any lapse in Town or State business licenses (annual) or Okanogan County Health District permit may result in revocation of Administrative Permit.~~

~~9. Health and safety inspections of the premises are required by appropriate building and fire officials.~~

~~10-13.~~ The owner or site manager must always be available ~~24 hours a day, 7 days a week~~ to respond to complaints and emergencies and arrive at the STVR within 1 hour of being notified at all times during the rental period.

~~11-14.~~ The owner shall require all guests to provide the owner or site manager with a written copy of all names and contact information for each guest, and vehicle license(s).

~~12-15.~~ Only up to One sign may be displayed for ~~each~~ STVR, which shall be no larger than 2 sq. ft., with indirect downward facing lighting so that it does not interfere with neighboring residents.

~~13. Repeated violations of these requirements will result in the loss of the Administrative Permit.~~

16. Noise originating inside or outside of an STVR shall not exceed 65 decibels at the property line of the premises.

17. Annual renewal of each STVR Administrative Permit is required.

18. Repeated violations of any of these requirements will result in the loss of the Administrative Permit.

~~14-~~

~~15. The owner or site manager shall provide the Town with a copy of the general living provisions.~~

Requirements for Property Owners for Approval of Administrative Permit For STVR in Commercial Zoning Districts:

1. Owner shall identify the location of all on-line advertising (Airbnb, etc.) on the Administrative Permit application.
2. Administrative Permits approving specific STVR's are not transferable with the premises.
3. A current and valid Town business license is required at all times for the Administrative Permit to be valid.
4. A current and valid State business license is required at all times for the Administrative Permit to be valid.
5. All permits required by the Okanogan County Health District must be acquired and maintained at all times for the Administrative Permit to be valid.
6. Health and safety inspections of the premises must be conducted and documented as required by appropriate building and fire officials.
7. Adequate parking space must be provided for guests on the premises. No STVR parking is allowed on public right-of-way.
8. Name and contact information for the owner or site manager must be posted on the premises in an accessible area for STVR guests and public safety responders to access
9. The owner or site manager shall create and provide to the Administrator a list of general living provisions that will be provided to all STVR guests that will ensure guest activities on the premise do not become a nuisance to the surrounding neighborhood.
10. The owner or site manager must always be available to respond to complaints and emergencies and arrive at the STVR within 1 hour of being notified at all times during the rental period.

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11. The owner shall require all guests to provide the owner or sitemanager with a written copy of all names and contact information for each guest, and vehicle license(s).
12. Only up to one sign may be displayed for each STVR, which shall be no larger than 2 sq. ft., with indirect downward facing lighting so that it does not interfere with neighboring residents.
13. Noise originating inside or outside of an STVR shall not exceed 65 decibels at the property line of the premises.
14. Annual renewal of each STVR Administrative Permit is required.
15. Repeated violations of any of these requirements will result in the loss of the Administrative Permit.

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WARRANT/CHECK REGISTER

Town Of Twisp

Time: 15:26:32 Date: 01/23/2024

01/15/2024 To: 01/31/2024

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
45	01/15/2024	Payroll	1	EFT		850.00	
46	01/15/2024	Payroll	1	EFT		1,300.00	
47	01/15/2024	Payroll	1	EFT		1,300.00	
48	01/15/2024	Payroll	1	EFT		1,400.00	
49	01/15/2024	Payroll	1	EFT		1,700.00	
50	01/15/2024	Payroll	1	EFT		1,560.00	
51	01/15/2024	Payroll	1	EFT		1,500.00	
52	01/15/2024	Payroll	1	EFT		1,350.00	
001 General Fund						10,960.00	
						10,960.00	Payroll: 10,960.00

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 _____

Ellie Thrasher _____

Will Menzies _____

Tim Matsui _____

Town Of Twisp

Time: 15:27:23 Date: 01/23/2024

01/23/2024 To: 01/31/2024

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
54	01/25/2024	Claims	1	EFT	ST of WA Dept. Revenue	4,470.18	
83	01/23/2024	Claims	1	38337	AWC Risk Management S A	196,078.00	
84	01/23/2024	Claims	1	38338	Alpine Welding and Equipment Inc.	138.05	
85	01/23/2024	Claims	1	38339	Ardurra	32,434.00	
86	01/23/2024	Claims	1	38340	Cascade Pipe & Feed Supply, Inc	804.78	
87	01/23/2024	Claims	1	38341	Crown Paper & Janitorial	220.88	
88	01/23/2024	Claims	1	38342	David Ebenger	1,175.00	
89	01/23/2024	Claims	1	38343	Erlandsen & Associates	1,727.25	
90	01/23/2024	Claims	1	38344	Randahl S Kilmer	63.00	
91	01/23/2024	Claims	1	38345	Leone & Keeble	220,040.87	
92	01/23/2024	Claims	1	38346	Methow Valley News Publishing LLC	170.68	
93	01/23/2024	Claims	1	38347	Methownet.com	447.00	
94	01/23/2024	Claims	1	38348	NC Machinery	415.39	
95	01/23/2024	Claims	1	38349	Ok Co Electric Cooperative Inc	36.31	
96	01/23/2024	Claims	1	38350	Okanogan County Building Dept.	720.00	
97	01/23/2024	Claims	1	38351	Okanogan County Public Health	140.00	
98	01/23/2024	Claims	1	38352	Okanogan County Sheriff's Off	11,047.26	
99	01/23/2024	Claims	1	38353	Owen Equipment Company	962.17	
100	01/23/2024	Claims	1	38354	Oxarc	30.86	
101	01/23/2024	Claims	1	38355	PUD No 1 of Okanogan County	6,956.47	
102	01/23/2024	Claims	1	38356	Quill	152.76	
103	01/23/2024	Claims	1	38357	SCJ Alliance	5,079.86	
104	01/23/2024	Claims	1	38358	ST of WA Auditor's Office	30,476.03	
105	01/23/2024	Claims	1	38359	Twisp Auto Parts	405.04	
106	01/23/2024	Claims	1	38360	Verizon Wireless	666.90	
107	01/23/2024	Claims	1	38361	Washington Public Treasurers Association	50.00	
108	01/23/2024	Claims	1	38362	WasteWise Methow	574.04	
109	01/23/2024	Claims	1	38363	Whitley Fuel LLC	1,333.30	
						221,465.15	
						5,079.86	
						3,498.00	
						316.87	
						220,040.87	
						14,589.49	
						19,391.84	
						32,434.00	
							Claims:
						516,816.08	516,816.08

WARRANT/CHECK REGISTER

Town Of Twisp

Time: 15:27:23 Date: 01/23/2024

01/23/2024 To: 01/31/2024

Page: 2

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

Clerk/Treasurer _____ **Date:** _____

Council Signatures:

Katrina Auburn _____

Aaron Studen _____

Ellie Thrasher _____

Will Menzies _____

Tim Matsui _____

Town of Twisp

Council Minutes – 01/09/24

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

Council Members present: Mayor Smith-Remote
Katrina Auburn
Aaron Studen
Ellie Thrasher
Will Menzies
Tim Matsui

Council Member absent:

Pledge of Allegiance

Council Member Studen led the pledge of allegiance.

Oaths of Office- Ellie Thrasher, Will Menzies, Tim Matsui

Clerk Kilmer swore in Council Member Thrasher, Council Member Menzies, and Council Member Matsui.

Mayor Smith gave a brief overview of Council Member duties and how Council meetings proceed. He encouraged open discussion and preparedness for each meeting.

Request for Additions or Deletions to the Agenda:

N/A

Public Comment Period:

Paula Mackrow-

Ms. Mackrow commented on the STVR code recommendations stating that many people put in a lot of time and effort into researching these recommendations and that they feel as if they did not have enough time to follow up on their research. Ms. Mackrow also commented that the Housing Action Plan was left lacking in defining the housing at risk in specific areas. There was an early volunteer analysis that identified up to thirty possible housing units in commercial zones, but without a proper housing inventory the code is not ready to be adopted. She suggested an easy way to acknowledge the housing issues is to update the housing inventory in the Town's zoning code. Ms. Mackrow also stated that there should be a definition of owner occupied added to the code and should keep all ADUs from being nightly rentals as they are a great way to add to the housing inventory. She also suggested keeping volunteer opportunities open to work with the Planning Commission.

Alan Caswell-

Mr. Caswell welcomed Council Member Thrasher, Council Member Menzies, and Council Member Matsui to the Town Council and thanked them for stepping up. He also expressed appreciation

to Council Member Auburn, Council Member Studen, and Clerk Kilmer. Mr. Caswell also welcomed Mayor Smith to his new position.

Leone Edson-

Mrs. Edson welcomed the new council members. She suggested that Town should look into hiring a part-time business manager to relieve the mayor of needing a full-time position. Another reason for this is the Mayor's connection to the Yakima Indians and working for them as Town works very closely with them causing a conflict of interest. Mrs. Edson also stated that for Mayor Pro Tem the only option is Council Member Studen as he has no conflicts of interests. She also stated that she is confused about the "Parking Issue" agenda item and why it is on the agenda.

Mark Edson-

Mr. Edson commented that while on a trip to Wenatchee he was listening to KPQ radio where they had an article by Rush Limbaugh titled "The First Amendment and the importance of it" He stated that it says the person that is speaking has the right to speak it tastefully. Mr. Edson said that if people show up in this audience with concerns about topics the Council is discussing they should be able to raise their hands and discuss it with you. He stated that he hopes that Council will listen and respect the public's position and interests while giving them a little bit of a voice in what is being decided.

Silas Goggiel-

Mr. Goggiel commented on the noise ordinance in Town and stated that he feels, based on his experience, in the last two years it has gotten to a point where people are blatantly disregarding the ordinance early in the morning. He stated that while he has been given reasons such as public safety but the work in residential areas has been happening earlier and earlier. In retrospect sleep deprivation is a serious health risk that can cause a multitude of issues. Mr. Goggiel said that it seems this year there has been an overreaction due to previous years snow. Especially using the gas-powered engines that are strong enough to vibrate his walls making things very uncomfortable and nerve racking.

Raven Aae-

Ms. Aae stated that while she is not a resident of Twisp, she and her daughter have been stalked by a man who is a resident of Twisp since 2020. January is Stalking Awareness month. She gave statistics on stalking. Ms. Aae also stated that the Okanogan County Sheriff's Office does not take this crime seriously as they were manipulated into not arresting her stalker even when he was violating a protective order. She said that she was victim blamed and told to wait until they find a new victim. Ms. Aae stated that she wanted to let the Council and Mayor Smith know that she has been invited to Olympia to organize a new bill and resolution to formally recognize Stalking Awareness Month as well as making the arrest of stalkers required.

Mayors Report:

Mayor Smith apologized for not being present as he has covid and is not feeling very well. He reported that upon becoming Mayor he has been engaged in quite a few discussions on rectifying the policing situation. The Public Safety Committee meeting should happen after this Council meeting where they will hopefully come up with some recommendations on how to move forward. Town does have a contract with the Sheriff's office for coverage as a temporary agreement, but Town will need to move to make a new agreement or continue to attempt to hire back a chief and officers. Mayor Smith also reported that there have been discussions about options for having a code enforcement officer for the

Town with lots of feedback from the public. He also has met with the Parks and Recreation Commission to discuss the plans moving forward for the Mill Hill property. Mayor Smith has also met with the Planning Director, Thom Vetter, to discuss current issues in planning right now. He also attended a meeting with Public Works staff where they went over projects and priorities coming up in 2024 including funding applications to support street improvements and infrastructure. Mayor Smith stated that he also attended a meeting with the Forest Service where they discussed Central Washington Initiative funding and projects that will be completed with that funding near Twisp. Mayor Smith asked for forgiveness in communications as he gets everything set up with his email and phone as it has taken longer than expected due to being sick. There has also been discussion with Staff about the Council retreat and how to allow the Council to dig heavily into understanding the current projects and issues in Town by having Staff give their presentations over regular Council meetings. The retreat typically happens in the first quarter of the year in February or March.

Staff Reports:

Director Denham-

Reported that he has been closing out the 2023 projects over the last month. He has also been coordinating with engineers, contractors, and funding agencies for 2024 projects. He is excited to deliberate on these projects in depth with the Council. Director Denham also reported that the Wastewater Treatment Plant improvement project has been funded and was awarded to the contractor last week. They had a meeting yesterday for a walkthrough and they have a pre-construction meeting on Thursday. This project is just beginning and will most likely be a two-year project. The SR20 sidewalk and bike path project has been granted gap funding from TIB. Director Denham has been strategizing with the Town's funding specialist team for grants this year and how to have successful applications. Director Denham also stated that he will be working on his department presentation throughout this month and looks forward to presenting it to the Council and engaging them in the priorities for Town.

Clerk Kilmer-

Reported that Town is always busy this time of year with many things including records retention, changing records to the new year. He also reminded residents if they have a dog to renew their dog licenses. The audit is in the process of wrapping up. It is in the review process right now and should be finished this week or early next week and the auditors will then have an exit conference with Town.

Committee/Commission/Board Reports:

Council Member Studen

Attended the Parks and Recreation meeting where they mostly talked about the addendum to the Parks and Recreation Comprehensive plan to add the Mill Hill property purchase. The property was purchased by the Methow Conservancy with the understanding that the Town will purchase it from them and take over the management of the land as public land. The commission is wanting public feedback on what they would like to see on the property. He also attended the Friends of the Pool meeting where there was a lot of discussion on the replacement of the pool with Proposition 1 not passing. They looked at ways it can be funded and who would take charge of that. There is the possibility of replacing the existing pool in the existing location. This can be done with a state funded grant as a Town pool. There was also discussion on the operation of the pool in the 2024 season. The manager

from last year is on board for one more year, and Friends of the Pool will be helping with funds as they did in 2023.

Council Member Auburn

Reported that the Airport Board postponed their meeting until February after interviews have been conducted. She also reported that the Chamber canceled their December meeting, but they will be doing their retreat on January 18th. Council Member Auburn stated that she has been on the Planning Commission as a liaison and will miss having Council Member Caswell. She wanted to commend Commissioner Tasker for taking on Chair and Commissioner Levi for taking on Vice Chair so that they can work together and get more things done as a commission.

Discussion/Action: Mayor Pro Tempore Appointment

Mayor Smith stated that it is critical to have one Council member as the Mayor Pro Tem as they can run meetings and sign checks if approved by the Council if the Mayor is unable to attend or perform those duties. Per TMC Council must appoint the Mayor Pro Tem.

Council Member Auburn made a motion to appoint Council Member Studen as Mayor Pro Tem for the Town of Twisp. Council Member Menzies seconded the motion and it passed unanimously.

Discussion/Action: Ordinance #815 – USDA Sewer Bond

Stacie Amasaki gave a brief overview of the process for this bond which is for the Sewer Collection System project that is almost completed. This is a long-term bond that will be sold to the USDA at no more than 2.125% with payments every six months.

Council Member Auburn made a motion to accept Ordinance #815 – USDA Sewer Bond as presented. Council Member Matsui seconded the motion and it passed unanimously.

Discussion/Action: Ordinance #811 – Amending TMC 18.45.060

Council Member Thrasher made a motion to accept Ordinance #811 – Amending TMC 18.45.060. Council Member Auburn seconded the motion and it passed unanimously.

Discussion/Action: Short Term Vacation Rentals (STVR) – Code Recommendations

Mayor Smith stated the redlines that are seen are recommendations from the Planning Commission for code changes regarding STVRs. The Commission did previously bring a draft before the Council to get feedback. They then went back and considered the Council input and now have produced the current draft. Legal review will most likely be needed before adopting. Mayor Smith stated that he wanted to bring this to the Council at this time so they can begin to review it and state any changes they would like to make, if any.

The Council discussed their concerns with the current recommendations which included the use of accessory dwelling units (ADUs), the definition of owner occupied, commercial riverfront properties being used as STVRs, and setting a limit on how many STVRs can be permitted at a time. Council Member Matsui requested a word version of the document so that he can clean up the document.

Council decided to bring the item back once all council members have been able to review it further and present recommendations.

Discussion/Action: Downtown Parking Issues

Planner Vetter stated that this is an issue that has recently come up while working on projects and it was found that the present parking code restricts any commercial projects within the commercial districts, especially on Glover Street. The code will need to be revised to be cleaner and to allow developments to have more flexibility regarding the parking requirements. Planner Vetter has been working with Director Denham and Mayor Smith on how to write the code. They have also discussed looking at public use areas as parking structures. It will be presented to the Planning Commission at their meeting tomorrow night.

Mayor Smith stated that he wanted this item on the agenda to see if the Council thinks this is something that is an appropriate item to explore. Council Member Matsui stated that he believes this is an issue that should be investigated.

Discussion/Action: Committee/Commission/Board Interviews Overview

Mayor Smith requested each Council Member to come up with two questions for each board applicant, and that he would compile the questions to use in the next Council meeting for interviews.

Discussion/Action: Committee/Commission/Board Assignments

The Council deliberated on how the Committee/Commission/Board Assignments would be split up and it was decided as follows.

Public Works: Council Member Menzies and Council Member Thrasher
Public Safety: Council Member Studen and Council Member Matsui
Finance: Council Member Studen and Council Member Auburn
Methow Watershed Council: Mayor Smith with Council Member Matsui as an alternate
Okanogan Council of Governments: Mayor Smith with Council Member Thrasher as an alternate
Okanogan County Transit Authority: Council Member Studen
Twisp Economic Revitalization: Council Member Menzies
Creative District Committee: Council Member Menzies and Council Member Auburn
Twisp Chamber of Commerce: Council Member Thrasher and Council Member Auburn
Planning Commission: Council Member Auburn and Council Member Matsui
Parks and rec commission: Council Member Menzies and Council Member Thrasher
Tree Board: Council Member Menzies
Taab: Council Member Auburn and Council Member Menzies

Discussion/Action: Parks & Recreation Plan Amendment Recommendations

Council Member Studen stated that the Parks and Recreation Commission has made changes to the Parks and Recreation Comprehensive Plan due to the purchase of the 144 acre property known as Mill

Hill. It is important to the Commission that they get public feedback on the use of the property, i.e potentially limiting the use of mountain bikes and addressing the concern of dogs being present as the property is a wildlife corridor for mule deer. Another issue that will need to be addressed is where the designated parking will be as well as how it connects to the trails and how the trails will connect to other Town assets.

Mayor Smith stated that the amendment will need to be adopted in order to get funding for purchasing the property from the Conservancy. The Parks and Rec commission will have one more meeting to finalize the language and then bring it to Council as a recommendation.

Consent Agenda

- Accounts Payable/Payroll
- Minutes – 07/25/23, 12/12/23

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 9th day of January, 2024.

Accounts Payable	Checks #38297-38336	\$121,645.61	01/09/24
Payroll	EFT Trans #2690-2697, 2699, 2748-2759, 2763-2764, 2773-2774, 2776	\$61,422.85	01/09/24
Payroll	Checks #38296	\$37.00	01/09/24

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

Adjournment

There being no further business to come before the Council, Mayor Pro Tem Studen adjourned the meeting at 8:08 pm.

APPROVED:

Mayor Smith

ATTEST:

Clerk/Treasurer Randy Kilmer